# HIBBING CITY COUNCIL
## Regular Meeting
Wednesday, November 19, 2025
5:00 PM

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

## I. CALL TO ORDER:

## II. PLEDGE OF ALLEGIANCE:

## III. ADDS AND DELETES:

1. ADDs: CONSENT AGENDA #11, #12,& #13

## IV. APPROVAL OF THE AGENDA:

## V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of November 5, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of November 5, 2025

## VI. CONSENT AGENDA:

1. Approve Accounts Payable dated November 14, 2025, checks #181386-181500 and drafts in the amount of $2,588,130.52
2. Approve City Payroll for the pay period ending October 31, 2025 in the amount of $613,708.32
3. Approve Resolution No. 25-11-05 Approving Labor Agreement, and Memorandums of Understanding between the City of Hibbing and the Minnesota Association of Professional Employees (MAPE).
4. Approve Resolution No. 25-11-06 Approving Labor Agreement, and Memorandums of Understanding between the City of Hibbing and Minnesota Public Employees Association (MNPEA).
5. Declare the following items as surplus property and be put for auction: 8-Bridgestone Alenza 255/65R18, 13-Goodyear Eagle Enforcer 255/60R18, 4-Firestone Firehawk 255/60R18, 6 sections of 10’x6’ dog kennel

6. Approve the Special Event Permit Application of the Hibbing Public Library to hold the 2025 Yuletide Celebration for December 4th, 2025 from 4pm-7pm.

7. Approve the Raffle Permit Application of Angel Fund to hold its raffle at the Hibbing Curling Club on Saturday, Feb. 14, 2026
   Raffle Permit #25-11-07

8. Approve the Raffle Permit Application of Range Regional Health Services to hold their raffle on Tuesday, December 9, 2025 at Fairview Range
   Raffle Permit #25-11-08

9. Approve the 2025-26 Transient Merchant Application Request of Tammy Maki of Iron Grind Coffee Co. to sell Food, Deserts, and Coffee in Hibbing
   Peddler's License #001460

10. Authorize the hire of Carson Thomas for the Temporary Seasonal Maintenance position pending pre-employment contingencies.

11. Authorize the hire of Jeffrey Lang for the Temporary Full-Time Equipment Operator II effective November 20, 2025.

12. Authorize Mayor to sign attached letter of support for Commisioner Jugovich's candidacy for a seat on the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

13. Authorize the hire of Chacey Lundblad for the Temporary Animal Care Attendant pending pre-employment contingencies.

14. Set the next Hibbing City Council Workshop Meeting for Wednesday, December 3, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

15. Set the next Hibbing City Council Meeting for Wednesday, December 3, 2025 following the Workshop at 5:00 pm in the Hibbing City Hall Council Chamber

## VII. PUBLIC FORUM:

## VIII. PUBLIC HEARING:

1. Public Hearing Regarding Proposed Special Assessments for Long Grass, Blight, Utilities, and/or Garbage/Stormwater

a. Offer Resolution 25-11-07 Authorizing Special Assessments for Long Grass, Blight, Utilities, and/or Garbage/Stormwater

## IX. DEPARTMENT AND COMMITTEE REPORTS:

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

a. Approve Amendment #4 for the renewal 5-year Lease No. 12013 between the City of Hibbing and the State of Minnesota Department of Public Safety; Driver and Vehicle Services for December 1, 2025 - November 30, 2030 for the amount as follows:

Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of thirty six thousand and no/100 dollars ($36,000.00) according to the rent schedule set forth below:
MONTHLY PAYMENT RENT FOR RENEWAL TERM
12/1/25 - 11/30/26 $ 5 00.00 $ 6 ,000.00
12/1/26 - 11/30/27 $ 6 00.00 $ 7 ,200.00
12/1/27 - 11/30/28 $ 6 00.00 $ 7 ,200.00
12/1/28 - 11/30/29 $ 6 50.00 $ 7 ,800.00
12/1/29 - 11/30/30 $ 6 50.00 $ 7 ,800.00
TOTAL $ 36,000.00

**2. Community Development Director Betsy Olivanti**

a. Approve Resolution to Designate 0.893 acres of Wetland Credits from City of Hibbing's Bank to New Haven Drive and Cobb Cook Place.

b. Approve Interfund Loan Resolution 25-11-08 to fund Dillon Road Redevelopment Project in the amount of $250,000

**3. City Administrator Greg Pruszinske**

a. City Administrator's Report

**4. City Attorney Andy Borland**

a. Approve Ordinance No. XXX AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY
CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY
REVISING SECTION 2.16 ‘LIBRARY BOARD’; AND, BY ADOPTING BY REFERENCE,
HIBBING CITY CODE CHAPTER 1 AND SECTION 2.99 WHICH, AMONG OTHER THINGS,
CONTAIN PENALTY PROVISIONS.

## X. BIDS AND QUOTES:

**1. City Services Director Nick Arola**

**a. Approve final pay application to Shoreline Landscaping for campground and trail entrance work at Carey Lake.**

b. Approve final pay application and close out the City Hall project.

**2. City Engineer Jesse Story**

a. Approve the Kitzville Lift Station rebuild invoice to Electric Pump in the amount of $135,014.95

## XI. ADJOURNMENT:

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

# Payroll Recap & Funding

## Biweekly Regular 11/07/2025

Pay Date: 11/07/2025

## Payroll Overview

| | | |
|---|---|---|
| Payroll | | Biweekly Regular 11/07/2025 |
| Pay Date | | 11/07/2025 |
| # Employees | | 169 |
| # Paid Employees | | 169 |
| # Regular | 169 | |
| # Pay Periods | | 1 |
| Base Compensation Changes | | 5 |
| New Hires | | 2 |

## Employee Payments

| | # | EE's | $ Amount | |
|---|---|---|---|---|
| Direct Deposits Debited | 228 | 169 | 273,294.73 D | |
| **Total** | | | | **273,294.73** |
| (D) POD6 \| UKG Payroll Services Admin Debit | | | | **-273,294.73** |
| Your Remaining Bank Account Liability | | | | **0.00** |
| Vouchers Printed | 0 | | | |
| Vouchers Suppressed | 0 | | | |

## Taxes

| | EIN | EE's | $ Amount | |
|---|---|---|---|---|
| FIT/EE | 41-6005232 | 139 | 34,492.95 | |
| FICA/ER | 41-6005232 | 110 | 13,567.99 | |
| FICA/EE | 41-6005232 | 110 | 13,567.99 | |
| MEDI/ER | 41-6005232 | 169 | 5,749.14 | |
| MEDI/EE | 41-6005232 | 169 | 5,749.14 | |
| SIT:MN/EE | 8022766 | 143 | 16,410.00 | |
| **Total** | | | | **89,537.21** |
| Your Remaining Tax Liability | | | | **89,537.21** |

## Vendor Liabilities

| | EE's | $ Amount | |
|---|---|---|---|
| City of Hibbing Insurance | 133 | 145,652.79 **D** | |
| EMPOWER | 66 | 9,705.78 | |
| HIBBING POLICE ASSOCIATION | 14 | 140.00 **D** | |
| Lincoln Financial Group | 18 | 4,021.20 | |
| MN CHILD SUPPORT PAYMENT CE | 3 | 851.39 **D** | |
| MN DEPT OF REV | 1 | 155.15 | |
| MN PERA | 140 | 88,221.11 | |
| NATIONWIDE | 14 | 2,040.00 | |
| NCPERS GROUP LIFE INS C/O ME | 4 | 64.00 **C** | |
| PREMIUM PROCESSING | 1 | 24.96 | |
| **Total** | | | **250,876.38** |
| (D) POD6 \| UKG Payroll Services Admin Debit | | | **-146,644.18** |
| (C) Vendor Checks | | | **-64.00** |
| Your Remaining Vendor Liability | | | **104,168.20** |

## Total

| | |
|---|---|
| Total | **613,708.32** |
| POD6 \| UKG Payroll Services Admin Debit | **-419,938.91** |
| Total of Your Responsibility | **193,769.41** |

## Recap

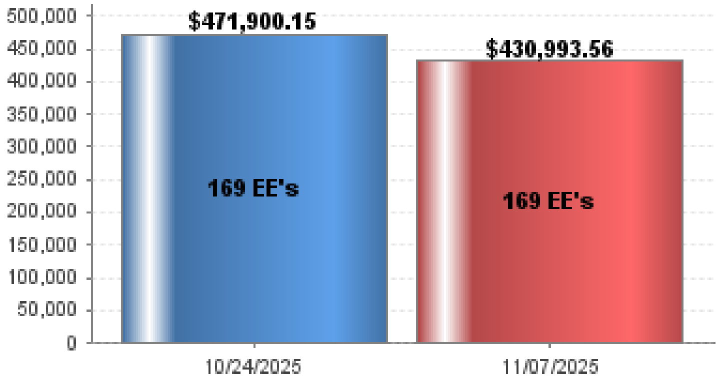
| POD6 \| UKG Payroll S | Date | Bank Account # | $ Amount |
|---|---|---|---|
| Vendor Payment SPA | 11/06/2025 | x0087 | 146,644.18 |
| Empl. Dir. Dep. SPA | 11/06/2025 | x0087 | 273,294.73 |
| | | **Total Debits** | **419,938.91** |

| Cash Requirements: x0087 | $ Amount |
|---|---|
| Vendor Payment SPA | 146,644.18 |
| Vendor Checks | 64.00 |
| Tax Payment | 89,537.21 |
| Empl. Dir. Dep. SPA | 273,294.73 |
| **Total** | **509,540.12** |

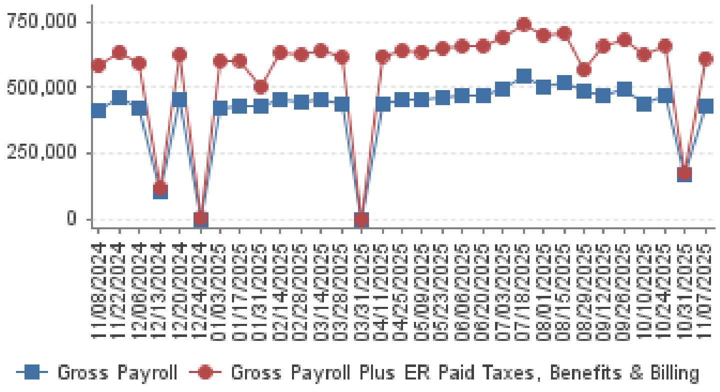
## General Ledger Summary

| | Debit/Exp. | Credit/Liab. |
|---|---|---|
| Earning | 431,164.58 | |
| ER Deduction | 163,226.61 | |
| ER Tax (Offset) | 19,317.13 | |
| ER Tax | | 19,317.13 |
| Tax | | 70,220.08 |
| Deduction | | 87,649.77 |
| ER Deduction (Offset) | | 163,226.61 |
| Direct Deposit | | 273,294.73 |
| | **613,708.32** | **613,708.32** |

## Comparison To Last Pay Period - Gross Wages



## Rolling 12 Month Payroll View



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

**Kronos SaaShr, Inc.**
**City of Hibbing**

Generated: 11/05/2025 12:30p
Generated By: OWEN D. WALTERS

At the regular City Council meeting held on November 19, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor                         introduced the following Resolution and moved its adoption:

# CITY OF HIBBING
# RESOLUTION NO. 25-11-05

## APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF HIBBING AND MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

WHEREAS, Minnesota Association of Professional Employees is the exclusive representative for certain City of Hibbing employees;

WHEREAS, the current labor agreement between the City of Hibbing and Minnesota Association of Professional Employees expired on December 31, 2025;

WHEREAS, the City of Hibbing and Association of Professional Employees met and negotiated over the terms of the new labor agreement and memorandums of understanding regarding compensatory time off, earned sick and safe time weather exception, and call back pay for waste treatment supervisor, 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 in 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 Minnesota Association of Professional Employees for January 1, 2026 through December 31, 2028, which is attached hereto and incorporated herein by reference in its entirety, is approved.

2. The Memorandums of Understandings between City of Hibbing and Minnesota Association of Professional Employees, which are attached hereto and incorporated herein by reference in their entirety, are 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 James Bayliss, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 19th day of November, 2025.

## CERTIFICATION

I hereby certify that the foregoing RESOLUTION is a true and correct copy of a resolution presented to and adopted by the City Council of Hibbing at a meeting therefore held in the City of Hibbing, Minnesota, on the 19th Day of November, 2025, as disclosed by the records of said City in my possession.

CITY OF HIBBING

ATTEST:

Candie Seppala, City Clerk

Mayor Pete Hyduke

(City Seal)

Candie Seppala, City Clerk

# AGREEMENT BETWEEN

# THE

# CITY OF HIBBING, MINNNESOTA

# AND

# MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

## January 1, 2026 - December 31, 2028

# AGREEMENT BETWEEN THE CITY OF HIIBBNG, MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

## TABLE OF CONTENTS:

# 1. GENERAL PROVISIONS

## 1.1 RECOGNITION

The employer recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive representative of all personnel working in the job titles below and as certified by the Bureau of Mediation Services and also defined as public employees in Minnesota Statutes, Section l 79A.03 Subdivision 14:

Fire Chief
Building Official
City Services Director
City Engineer/Dir Public Work
Public Work Superintendent
Waste Treatment Supervisor
Public Works Foreman
Assistant Finance Director
Library Director
Code Enforcement Supervisor
Fleet Manager
Marketing and Communications Manager

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 MAPE prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

## 1.2 SAVING 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.

## 1.3 EMPLOYER RIGHTS

1.4.1 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.

1.4.2 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.

1.4.3 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.

Any rights, protections and benefits previously approved by the City Administrator or City Council and enjoyed by employees will continue in effect unless they are in conflict with the terms of this Agreement.

## 1.4 PROBATIONARY PERIOD

All new and re-hired employees shall serve a probationary period of twelve months. Upon completion of this probationary period and with the recommendation of the employee's supervisor, the employee will become a regular employee of the City and shall receive credit for leave and other benefits accrued from their date of hire.

## 1.5 DUES CHECKOFF

The Employer shall deduct from paychecks once each month an amount sufficient to provide the payment of regular dues established by the MAPE from the wages of all members of the MAPE authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the MAPE within ten (10) days after the paychecks from which such deductions are made are distributed to the employees.

## 1.6 DEFINITIONS

Unit A: Fire Chief, Building Official, City Engineer/Director of Public Works, Assistant Finance Director, City Services Director, Library Director, Fleet Manager, Marketing and Communications Manager

Unit B: Waste Treatment Plant Supervisor, Public Works Foreman, Public Works Superintendent, and Code Enforcement Supervisor.

<u>Association</u> means the Minnesota Association of Professional Employees, hereinafter referred to as MAPE.

City means the City of Hibbing, Minnesota.

Employer means the City of Hibbing, Minnesota.

Employee means a member of the formally recognized bargaining unit represented by the Association.

Immediate Family is defined as including spouse, children, father, mother, brother, sister, grandparents, grandparents of spouse, father-in-law, mother-in-law, son-in-law, daughter- in-law, sister-in-law, and brother-in-law.

Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

MAPE stands for Minnesota Association of Professional Employees.

Appointing Authority means the City Council, City Administrator, Department Head, or designee as prescribed by the City code.

Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by an authorized leave of absence, sick leave, vacation, or military leave of absence, absence due to illness that was compensable under Worker's Compensation or, for a period not to exceed two years while on Long Term Disability.

Rehire any person previously employed with The City of Hibbing that resigned/ terminated/retired/severed employment with the City of Hibbing.

## 1.7 MANAGEMENT PLANNING

Upon request of either party, MAPE will meet and confer with the employer about management plans or projects.

# 2. HOURS OF WORK

The following positions are governed by 2.1 and 2.2: Fire Chief, Building Official, City Engineer/Public Works Director, Assistant Finance Director, City Services Director. Library Director, Fleet Manager, and Marketing and Communications Manager - Group A - Exempt positions.

**2.1** The City and the Association recognize that because of the nature of their duties it is inappropriate for the employees covered by this' Agreement to be governed by standard work schedules and that it is essential that such employees work those hours necessary to carry out the duties and responsibilities of their respective positions. Therefore, 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 workday of their respective departments or divisions. It is further agreed that such employees shall be permitted to take a reasonable rest period during each one-half (1/2) day worked and a reasonable lunch break during each day worked.

**2.2** Solely for the purpose of accomplishing that objective, this Agreement is to be Construed to provide that these employees are paid on a salary basis not subject to reductions because of variations in the quantity or quality for work performed. The salary will not be reduced because of lack of work available through no fault of the employee.

**2.3** This section only applies to non-exempt job classifications, which are the following: Waste Treatment Plant Supervisor, Public Works Superintendent, Public Works Foreman, and Code Enforcement Supervisor.

> **2.3.1** The normal hours of work shall be eight (8) hours per day and forty (40) hours per week with overtime paid at time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
>
> **2.3.2** Overtime hours may be compensated by compensatory time off at the rate of time and one-half (1-1/2), with the consent of both the employee and the employer. A maximum of 80 hours of compensatory time may be accumulated per calendar year. Upon request of the Supervisor received not later than November 1, the Supervisor's accumulated compensatory time will be paid off in a separate check in December. At no time can the maximum of 80 hours be exceeded. Any compensatory time provision that is not in conformity with either state or federal law shall be modified to confirm with that law. Comp time will be taken as allowed by the department head.

**2.4** The City Engineer/Director of Public Works shall, from a list of volunteers from both this supervisory and the general employee's unit, select a total of six (6) employees who, in his/her sole opinion, are qualified for the callout duties so required by the City. These six employees shall be selected to work on a quarterly basis one week at a time on a rotating schedule unless otherwise agreed to between the City Engineer/Director of Public Works and the employees so appointed. Selecting employees for this callout duty, absolute preference shall be given by the City Engineer/ Director of Public Works to the regular full- time Supervisors.

Once an employee is appointing to the quarterly list and schedule, he/she shall not be permitted to withdraw, resign, or refuse to perform said callout duty during the three- month period constituting the quarter without good and valid reason. In the event a qualified list cannot be established by the above method by the City Engineer/Director of Public Works, the callout duties shall be performed by the Recycle Center/Sanitary & Storm Foreman and Public Works Superintendent.

For each week of scheduled callout duty, the Supervisors on call shall receive the sum of $400 on his/her next regularly scheduled paycheck. This $400 per week payment shall apply also in the event that the provisions of the paragraph immediately above shall be placed into effect. Any other employee of the City so on call shall receive the sum of $250 on his/her regularly scheduled paycheck.

# 3. COMPENSATION

## 3.1 RATES

**3.1.1** In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay established in employer's base pay schedule for the respective calendar year.

## 3.2 JURY DUTY

**3.2.1** An employee who is required to serve on a jury by the municipal, state or federal courts and does serve on such jury thereby being absent from work, shall be paid his or her regular salary by the City upon the completion of jury duty. The employee must present his or her jury service checks to the City.

**3.2.2.** In order to be eligible for jury duty pay, the employee must notify his or her supervisor of the dates of jury service as soon as notification is received by the employee. Failure to immediately notify the supervisor will result in the employee being paid only for time actually worked.

## 3.3 SEVERANCE/RETIREMENT

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, with longevity award if any. 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.

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

If the employee is eligible to draw retirement benefits from PERA, be paid a severance payment which shall be paid into the employee's Post-Retirement Health Care account, in an amount as follows: after completing fifteen (15) years of service for the City, 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 service with the City of Hibbing 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 with the City an amount equal to 50% of the current value of his/her accumulated sick leave at the time of retirement.

### 3.3.1 POST RETIREMENT HEALTH CARE

Effective in February of each year, active employees hired after January 1,2007 will receive contributions from the City of $200 each year, will be contributed to their post- retirement health care account.

## 3.4 RESIGNATIONS ONLY

Any employee who wishes to resign in good standing shall give the appointing authority written notice of 30 days unless the appointing authority consents to his/her leaving on shorter notice. Employee shall receive the value of all accumulated unused compensatory time and vacation.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of any of the employees belonging to the MAPE to resign at any time from their position with the City subject only to the provisions of this agreement.

## 3.5 DEFERRED COMPENSATION PLANS

The employer shall allow an employee to participate in any deferred compensation plan of the employee's choice which meets the following criteria:

**a.** It has been approved by the deferred compensation commission.
**b.** It qualifies under the laws and regulations of the United States, State of Minnesota, Internal Revenue Service.
**c.** The employer can accomplish any record keeping, data processing, accounting, or administration of the plan by making a reasonable effort.

The employer shall not do any act to change, alter, amend, or terminate any employee's deferred compensation plan without first giving at least sixty (60) days written notice of its intention, and completing the processing of any grievance brought concerning the proposed action, unless law, ruling or order of the Internal Revenue Service requires it.

## 3.6 UNIFORM ALLOWANCE:

The City agrees supply the Fire Chief with one uniform per calendar year.

## 3.7 PAYDAYS

Pay days shall be bi-weekly, every other Friday. A due bill showing deductions made from employee's pay shall be furnished to each employee.

# 4 LEAVE TIME

## 4.1 HOLIDAY PROVISIONS

The following holidays shall be observed:

New Year's Day
Good Friday
Labor Day
Christmas Eve
Christmas Day
Presidents' Day
Fourth of July
Veterans Day
Martin Luther King Day
Juneteenth
Memorial Day
Columbus Day
Thanksgiving Day
Personal Holiday 2

**4.1.1** Unit B employees required to work one of the specifically designated partial or full paid holidays will be paid additional compensation at a rate of one and one-halftimes their normal hourly rate for all hours worked in addition to their regular holiday pay.

**4.1.2** 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.

## 4.2 VACATION

**4.2.1** 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 two (2) years:

| Years of Service | Unit B | Unit A |
|---|---|---|
| 1 | 40 | 160 |
| 2 | 80 | 160 |
| 6 | 120 | 200 |
| 10 | 160 | 200 |
| 15 | 200 | 240 |
| 20 | 240 | 280 |

(Example: vacation earned from January 1, 1995, to December 31, 1995, must be used by December 31, 1997 (2-year period))

## 4.3 SICK LEAVE

**4.3.1** Sick leave shall be earned at the rate of 6.46 hours per pay period (based on 26 payrolls per year) with a maximum accumulation of 1,440 hours. No sick leave shall be earned by the employee when that employee is on sick leave.

**4.3.2** 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 immediate family requiring the care or attendance of such employee.

**4.3.3** 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 (l) 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.

## 4.4 FUNERAL LEAVE

**4.4.1** In the event of a death of the spouse, child or parents, up to three days of absence with pay shall be allowed. Funeral leave shall not be deducted from any other leave granted employee by this agreement.

## 4.5 LEAVES OF ABSENCE

**4.5.1** City 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.

**4.5.2** An employee choosing to supplement workers' compensation wage replacement benefits with accumulated sick leave shall be paid the difference between the workers' compensation benefit received by the employee and his/her regular net pay, the same to be deducted from accumulated sick leave.

# 5 INSURANCE

## 5.1 INSURANCE PROGRAMS

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, upon retirement, shall be covered by a $2,000.00 paid-up life insurance policy, premium paid for by the City.

The City may secure a new hospital/medical plan with lesser benefits than stated above to be offered as an alternative plan. From January 1, 2026 through December 31, 2028 the City shall be required to pay eighty percent (80%) of the monthly hospital/medical insurance premium for the single or family plan offered by the City and their insurance carriers.

1200/2400 Plan effective January 1, 2015.
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 Deductible Contributed to Account by City

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

## 5.2 DENTAL INSURANCE

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

## 5.3 INSURANCE COMMITTEE

The City and the Union will establish a balanced committee which will meet regularly to review alternate insurance plans during the term of this Agreement. The committee will make recommendations to the employees on an alternate insurance plan which will provide equitable coverage while addressing cost containment.

## 5.4 RETIREE HEALTH INSURANCE

a. All employees who have reached a retirement age acceptable to the Public Employees Retirement Association and who, upon their retirement, have at least ten years of service and are otherwise qualified to receive benefits provided by the Public Employees Retirement Act shall be eligible for the following retirement benefits:

(1) Any employee who was hired prior to June I, 1989, and who meets the eligibility requirements of this section shall receive the same benefit coverages mentioned, as the active employees at the time of their retirement.

(2) Any employee hired after June 1, 1989, who retires after June 1, 1991, and who meets the necessary eligibility requirements shall receive hospital medical insurance premium coverage for single coverage only. The employee shall have the right to purchase,' at the employee's expense, dependent coverage if it is available.

b. Retiring on or after January 1, 2007:

(1) 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 fifteen (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; and

(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 (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees, but for employees who retire on or before December 31, 2009, or such later date as the 20 IO collective bargaining agreement is ratified, the contribution in any given year shall not be less than 50% of the deductible amount) with single coverage, for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

(2) For all active employees who retire on or after January 1, 2007, who were hired prior to June 1, 1989 and who have at least fifteen (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 the coverage selected by the employee (single or family). 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 (i.e.contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees; but for employees. who retire on or before

December 31, 2009, or such later date as the 2010 collective bargaining agreement is ratified, the contribution in any given year shall not be less than 50% of the deductible amount) with the coverage chosen by the retiree (single or family), for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

The City shall also pay 85% of the monthly single premium for a policy of group dental insurance provided by the City (and 85% of the monthly premium for family dental coverage for employees hired prior to June 1, 1989) with the retiree paying the remaining 15% of the monthly premium.

The benefits of the hospital/medical and dental plan shall be the same for the retiree as they are for the active employees, or equivalent to the active employee's policies.

**5.5** 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.

## 5.6 CONTINUING COVERAGES

When an employee is out of work due to illness or Worker's Compensation injury, or pursuant to a special leave of absence as approved by the City Council or as required by law, the City shall continue paying his/her health and welfare, dental and life insurance for a period not to exceed six (6) months after the employee has exhausted- his/her sick leave, provided the employee has five (5) years or more of service with the City.

# 6. TRAVEL, CITY VEHICLES, CONTINUING EDUCATION AND EXTENDED LEAVE

## 6.1 TRAVEL

**6.1.1** Employees using personal vehicles to travel on City business shall be reimbursed on a per mile basis at the maximum rate permitted by the United States Internal Revenue Service.

**6.1.2** Other reimbursable expenses shall include but are not limited to meals, lodging and parking as per City policy.

## 6.2 CITY VEHICLES

**6.2.1** City vehicles are assigned and are to be used for City business only.

**6.2.2** When an employee is on call beyond normal working hours, he or she may be assigned a City vehicle which may be driven directly to and from the employee's workplace to his or her home and back.

## 6.3 CONTNUING EDUCATION

**6.3.1** The City shall reimburse employees for the direct cost of any classes or certifications
required by their employment and approved by the City Administrator.

**6.3.2.1** By mutual agreement of the employee and the employer, an employee shall be reimbursed for classes and schooling which both parties agree would be of benefit to the employer. This reimbursement shall include tuition, books, and other class materials, as well as other direct costs.

## 7. DISCIPLINARY DISCHARGES AND DEMOTIONS

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

**7.2** 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:

A. Oral reprimand
B. Written reprimand
C. Suspension
D. Demotion
E. Discharge

**7.3** 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.

## 8. GRIEVANCE PROCEDURE

**8.1** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Employee performance evaluations are subject to the grievance procedure.

### 8.2 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.

### 8.3 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.

### 8.4 PROCEDURE

Grievances, as defined by Section 8.1, 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 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.** The Union shall notify the Employer of a grievance unresolved in Step 2 and appealed to Step 3 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. 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 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

**Step 4.** A grievance unresolved in Step 3 and appealed in Step 4 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 parties receive from the Bureau of Mediation Services a list of arbitrators in order to schedule a date within 21 calendar days of the contact 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.

**8.5** 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 parties, 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 Article 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.

### **8.6** WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, 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.

## 9. SENIORITY

**9.1** Seniority shall be granted to all employees. The seniority date is to be considered the first day of employment as a regular, full-time employee of the City of Hibbing. Employees shall be placed on the seniority list as of the first day of employment upon successful completion of the probationary period and shall be paid the appropriate monthly salary for the position held and shall otherwise be covered by the provisions of this Agreement upon successful completion of the probationary period..

**9.2** An employee shall be considered to be on probation for 12 months, unless the probationary period is extended by mutual agreement of the Union and the Employer for not more than an additional thirty working days, and may be dismissed for any reason without recourse to any provisions of this contract. An employee shall not have any rights to any of the benefits thereunder during the period of the employee's probation, except that the employee shall accumulate sick leave and vacation time during the probationary period.

**9.3** An employee shall lose seniority standing for the following reasons:

1. Voluntary resignation
2. Discharge for cause
3. Absence for more than three (3) days without notification to the supervisor unless the employee has a bona fide reason.
4. Medical leave of absence due to illness or injury for a period of more than one (1) year. The City Council may grant continuation of seniority if application is made for continuation during the one (1) year period.

**9.4** In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be given a thirty (30) 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.

In case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing. A seniority list shall be posted annually.

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.

**9.5** 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 ninety (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.

**9.6** 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.

## 10. DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2026 and shall remain in force and effect until December 31, 2028, except as otherwise provided. This Agreement shall remain in effect until a new Agreement or contract supersede s it.

| | |
|---|---|
| CITY OF HIBBING | MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES |
| By ______________________<br>Mayor | By Megan Dayton<br>President |
| By ______________________<br>City Clerk | By ______________________<br>MAPE Representative |
| Date: ______________ | Date: 12 November 2025 |

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and Minnesota Association of Professional Employees ("Union").

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

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2026 through December 31, 2028;

WHEREAS, under Minn. Stat. 181.9447, subd. 12, firefighters; licensed peace officers; or employees holding a commercial driver's license 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 or an employees' need to care for a family member whose school or place of care has been closed due to weather or 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, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

## Article 1. Earned Sick and Safe Time Weather Exception

Bargaining Unit Employees in any position specified in Minn. Stat. 181.9447, subd. 12 are hereby waiving the application of Min. 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 Agreement

This MOU constitutes the entire agreement 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 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 Agreement 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.

**Article 7. Effective and Expiration Date**

This MOU is effective January 1, 2026, expires on December 31, 2028, and is no longer in force and effect, effective January 1, 2029.

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

| | |
|---|---|
| CITY OF HIBBING | MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES |
| By ______________________<br>Mayor | By Megan Dayton<br>President |
| By ______________________<br>City Clerk | By ______________________<br>MAPE Representative |
| Date: ________________ | Date: 12 November 2025 |

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and Minnesota Association of Professional Employees ("Union").

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

WHEREAS, Employer and Union desire to specify certain additional pay for Bargaining Unit Employees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

## Article 1. Call Back Pay for Waste Treatment Supervisor

If an employee employed as Waste Treatment Supervisor is called back to work and works in response to the call at a job site during a time in which they were not scheduled to work will be paid a minimum of 3 hours of pay at their base pay rate.

## Article 2. Entire Agreement

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CITY OF HIBBING

By ______________________
Mayor

By ______________________
City Clerk

Date: ______________

MINNESOTA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By Megan Dayton
President

By ______________________
MAPE Representative

Date: 12 November 2025

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and Minnesota Association of Professional Employees ("Union").

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

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2026 through December 31, 2028 ("Labor Agreement");

WHEREAS, 2.3.2 of the Labor Agreement establishes a maximum accumulation of 80 hours of compensatory time off per calendar year; and

WHEREAS, the Employer and Union desire to specify the amount of hours of compensatory time off carried over from a preceding year that counts against the maximum accumulation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

## Article 1. Compensatory Time Off in Lieu of Overtime

Bargaining Unit Employees may carry over a maximum of 80 hours of compensatory time off per year in which the amount of hours over 40 hours carried over will be counted against the accumulation of 80 hours the next year.

## Article 2. Entire Agreement

This MOU constitutes the entire agreement 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.

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CITY OF HIBBING

By ______________________________
Mayor

By ______________________________
City Clerk

Date: ________________

MINNESOTA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By Megan Dayton
President

By ______________________________
MAPE Representative

Date: 12 November 2025

At the regular City Council meeting held on November 19, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor                    introduced the following Resolution and moved its adoption:

# CITY OF HIBBING
## RESOLUTION NO. 25-11-06

## APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF HIBBING AND MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

WHEREAS, Minnesota Public Employees Association is the exclusive representative for certain City of Hibbing employees;

WHEREAS, the current labor agreement between the City of Hibbing and Minnesota Public Employees Association expired on December 31, 2025;

WHEREAS, the City of Hibbing and Minnesota Public Employees Association met and negotiated over the terms of the new labor agreement and a memorandums of understanding regarding lateral hire vacation accrual rate tiers and earned sick and safe time weather exception, respectively, between the parties;

WHEREAS, the City of Hibbing desires to provide different step increase dates under the city's Base Pay Structures for 2026, 2027, and 2028 for certain employees in this bargaining unit;

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 in 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 Minnesota Public Employees Association for January 1, 2026 through December 31, 2028, which is attached hereto and incorporated herein by reference in its entirety, is approved.

2. The Memorandums of Understandings between City of Hibbing and Minnesota Public Employees Association, which are attached hereto and incorporated herein by reference in their entirety, are 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.
5. The following do not apply to employees employed in the same job classification in the City of Hibbing's appropriate unit represented by Minnesota Public Employees Association on

January 1, 2026 as December 31, 2025 while the employee remains continuously employed in the same job classification:

A. The provision in City of Hibbing Resolution No. 25-10-02 (Approving 2026, 2027, and 2028 Base Pay Structures) stating: "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: . . . (ii) not be awarded any step increase under and referenced in the 2026 [Base Pay Structure] BPS."

B. The provision in the 2026, 2027, and 2028 Base Pay Structures stating: "Step increases will be awarded on an employee's anniversary date in their position."

6. In lieu of step increases awarded under the 2026, 2027, and 2028 Base Pay Structures on an employee's anniversary date, step increases will be awarded on September 1 of the respective calendar year for employees employed in the same position in the appropriate unit represented by Minnesota Public Employees Association on January 1, 2026 as December 31, 2025 while the employee remains continuously employed in the same position.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 19th day of November, 2025.

**CERTIFICATION**

I hereby certify that the foregoing RESOLUTION is a true and correct copy of a resolution presented to and adopted by the City Council of Hibbing at a meeting therefore held in the City of Hibbing, Minnesota, on the 19th Day of November, 2025, as disclosed by the records of said City in my possession.

CITY OF HIBBING

ATTEST:

Candie Seppala, City Clerk

Mayor Pete Hyduke

(City Seal)

Candie Seppala, City Clerk

# AGREEMENT
# BY AND BETWEEN
# CITY OF HIBBING (POLICE DEPARTMENT)

## And

## Minnesota Public Employees Association

**Effective January 1, 2026 through December 31, 2028**

# TABLE OF CONTENTS

The City of Hibbing, hereinafter referred to as the "Employer," and Minnesota Public Employees Association, representing Employees in those classifications covered by this Agreement, hereinafter referred to as the "Union," agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous Agreements between the parties hereto.

This Agreement is intended to secure proper employment terms and conditions of the Employer and to advance friendly relations between the Employer and the Union. Both the Employer and Union agree to carry it out fairly.

## ARTICLE 1
## UNION RECOGNITION/REPRESENTATION/CHECK-OFF

A. RECOGNITION: The Employer agrees to and does hereby recognize Minnesota Public Employees Association, and those persons authorized to and acting on behalf of said Labor Union.

B. REPRESENTATION: The Union shall be the sole representative of all classifications of Employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any Employee because of non - union affiliation.

C. CHECK-OFF: The Employer agrees to deduct from the pay of all Employees covered by this Agreement, upon receipt of written authorization from an Employee, the dues of the Union and agrees to remit such deductions monthly to the Local Union. No deductions shall be made which applicable law prohibits. Check-off procedures and timing shall be worked out locally. If there is no Agreement, the matter shall be referred to the grievance procedure.

D. HOLD HARMLESS: The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken regarding Paragraph C of this Article.

E. INDIVIDUAL AGREEMENT: The Employer agrees not to enter into any contract or agreement with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

F. BULLETIN BOARD: The City agrees to provide the unit with a bulletin board in a convenient place to post Union notices and information.

# ARTICLE 2
# EMPLOYER AUTHORITY

SECTION 1: The Employer retains the full and unrestricted right and is not required to meet and negotiate of inherent managerial policy, which include, except as limited by this Agreement, to operate and manage all manpower, facilities, and equipment, to establish functions 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 select, direct, and determine the number of personnel; and to establish work schedules. The provisions of this Article are, however, subject to the rights of the Employees as set forth in other Articles contained in this Agreement.

SECTION 2: All rights and authorities which the Employer has not specifically abridged, delegated, or modified by express 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 3
# DISCIPLINE

SECTION 1: Employees shall be disciplined only for just cause. Discipline is subject to grievance procedure in Article 4 and shall begin at step 2 of Section 4.

SECTION 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:

A. Oral reprimand
B. Written reprimand
C. Suspension
D. Demotion
E. Discharge

Oral and written reprimands cannot be used as a basis for progressive discipline after two years following the date they were issued. But, an oral or written reprimand may be used as a basis for progressive discipline after two years following the date they were issued if an employee is disciplined within two years after their issuance date.

## ARTICLE 4
## GRIEVANCE PROCEDURE

SECTION 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.

SECTION 2: Union Representatives. The Employer will recognize representatives designated by the Union as grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing providing the names of such Union representatives and of their successors when so designated.

SECTION 3: Processing 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 Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the Employee and the Union representative have notified and received the 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.

SECTION 4: Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedures:

Step 1: An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after the alleged violation has occurred, present such grievance in writing to supervisor as designated by the Employer. The Employer-designated Step 1 representative will discuss the matter with the grievant and give an answer to the Step 1 grievance 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 Union, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative’s final Step 1 answer. 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, the written grievance shall be presented in writing by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated Step 2 representative shall give the Union and employee 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 after 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 in writing and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give the Union and Employee the Employer's Step 3 answer in writing within ten (10) calendar days after discussion. 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 Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: The Union shall notify the Minnesota 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 completion of mediation. 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 to Step 5 may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

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.

For grievances subject to Minnesota Statutes, Section 626.892, the selection of an arbitrator is governed exclusively by the law.

SECTION 5: Arbitrator's Authority.

5.1 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.

5.2 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 parties, 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 terms of this Agreement and to the facts of the grievance presented.

5.3 The fees and expenses for the Arbitrator's services and proceedings shall be born equally by the Employer and the Union, provided that 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 Article 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.

SECTION 6: Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof it shall be considered 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 agreement of the Employer and Union.

SECTION 7: Choice of Remedy. If as a result of the Employer response in Step 4 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 4 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article 4, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 4. The aggrieved Employee or Union shall indicate in writing which procedure is to be utilized.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

# ARTICLE 5
# WAGES AND CLASSIFICATIONS

SECTION 1: In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay as established in employer's base pay structure in effect on the date this Agreement is executed. Attached hereto for reference in Appendix A are the following:

1) Job Class and Grade, as established by employer, subject to employer review and modification; and
2) 2026, 2027, and 2028 Base Pay Schedules.

SECTION 2: Officers assigned to conduct field training will receive two (2) hours of compensatory time at time and one- half for each ten (10) hour shift of training. Compensatory time can be accumulated up to ninety six (96) hours per Article 9, Section 3.

SECTION 3: Temporary vacancies due to vacation, illness, etc. shall be assigned at the discretion of management. When an Employee is expressly assigned to perform the duties and responsibilities of a higher paid classification, the Employee will be paid a differential of two dollars per hour. These differentials are wholly independent of and will not be included in determining any other pay owing to the employee under the Labor Agreement, such as paid leave time or pay above base pay.

SECTION 4: The Chief of Police may assign an officer to perform special assignments for such time as the Chief determines to be appropriate. An officer assigned as the following will be paid differential as follows:

- Narcotics Officer: $2.00 per hour.
- School Resource Officer: $2.00 per hour.

These differentials are wholly independent of and will not be included in determining any other pay owing to the employee under the Labor Agreement, such as paid leave time or pay above base pay.

# ARTICLE 6
# SHIFT DIFFERENTIAL

All officers working from 5:30 p.m. to 5:30 a.m. shall receive an additional .50 cents per hour, including shift extensions.

## ARTICLE 7
## PAY PERIOD

All Employees covered by this Agreement shall be paid every other Friday, and in no event later than forty-eight (48) hours after the pay period. Each Employee shall be provided a statement of gross earnings and an itemized statement of all deductions made for any purpose.

## ARTICLE 8
## CALL OUTS, COURT TIME

SECTION 1: Employees when called to work on Holidays, Sundays or any other unscheduled day shall be paid the applicable base pay rate for such day for the work performed, but in no case shall they receive less than four (4) hours of pay. This section does not apply to police department meetings attended by an employee that the Chief of Police or her or his designee provides notice of at least 24 hours before the meeting is scheduled to begin.

SECTION 2: COURT TIME. When an Employee is expected to appear in Court on his/her day off, he/she shall be compensated at one and (1½) times the base pay rate or compensatory time for Court appearances, at the Employee's request, with a minimum of four (4) hours of pay, but not to exceed eight (8) hours.

Where or when Court has been adjourned or rescheduled and no notification has been given and received by said Employee before 5 p.m. on the business day immediately preceding the business day the Employee was expected to appear, he/she shall be entitled to not less than four (4) hours of pay.

SECTION 3: Where the conditions in Section 1 and 2 above are by the selection and arrangement of the Employee, Sections 1 and 2 above shall not apply.

## ARTICLE 9
## WEEKLY HOURS AND OVERTIME RATES

SECTION 1: As to those full-time positions, which are regularly scheduled as five (5) days a week positions, the Employer agrees to guarantee five (5) standard, consecutive days of work or pay in lieu thereof. Each standard day shall be eight (8) hours and each standard week shall be forty (40) hours or pay in lieu thereof. These Employees shall have two (2) consecutive days off, unless they are called for an extra four (4) hours of duty, and these extra days and hours shall be at the applicable Overtime rate.

As to those full-time positions which are regularly scheduled as four (4) days a week position, the Employer agrees to guarantee four (4) standard, consecutive days of work or pay in lieu thereof. Each standard day shall be ten (10) hours and each standard week shall be forty (40) hours of pay in lieu thereof. These employees shall have three (3) consecutive days off, unless they are called for an extra four (4) hours of duty, and these extra days and hours shall be at the applicable overtime rates.

SECTION 2: All other full-time positions shall be guaranteed twenty (20) standard days of work in a twenty-eight (28) day schedule. In addition, each Employee is guaranteed seven (7) days off per schedule, plus one (1) floater day off.

SECTION 3: Overtime pay at the rate of one and one-half (1½) times the base pay rate shall be paid for all hours worked over eight (8) hours per day, Monday through Saturday over ten (10) hours per day when ten (10) hour shifts are in effect or 12 hours per day when 12 hour shifts are in effect. Any hours worked in excess of eight (8) hours (ten (10) hours when ten (10) hour shifts are in effect or 12 hours per day when 12 hour shifts are in effect) on Sunday shall be paid for at the double (2) time base pay rate.
Any Employee who is required to work overtime may accumulate up to, but not exceeding, ninety-six (96) hours of compensatory time (computed by adding in the additional one-half (½) time of compensatory time) per calendar year. An Employee will be paid overtime unless the Employee requests and the Employer approves accrual of compensatory time. At any time that an Employee has ninety-six (96) hours of accumulated compensatory time, any additional overtime will be paid to the Employee. Any compensatory time provision that is not in conformity with either State or Federal Law will be modified to conform with that law.

Compensatory time off will be taken at the convenience of the Department upon approval of the Employee's immediate supervisor, with final approval by the Department Head. The Department shall make a good faith effort to accommodate an Employee's request to use compensatory time however, use of compensatory time shall not result in other Employees being called out or in the Department working shorthanded.

Upon the request of an Officer received not later than November 1 each year, the Officer's accumulated compensatory time will be paid in a separate check in November.

SECTION 4: Overtime shall be offered in order of seniority within a classification. Only the least senior Employees available shall be ordered to work overtime.

SECTION 5: All hours worked before and after the regular scheduled day shall be paid for at the applicable overtime rate.

SECTION 6: For the purpose of calculation of hourly base pay rate and overtime rates, on hundred and seventy-three point three (173.3) hours per month shall be considered standard.

## SECTION 7: TWELVE (12) HOUR SHIFTS

For Officers assigned to rotation shifts of 12 hours:

1. When working Holidays, the Employee shall be paid for ten (10) hours at the rate of time and one half (1½) plus the regular days pay, and that when not working, the Employee shall be paid for seven (7) hours at the base pay rate.

2. Each Employee shall accumulate eight (8) hours of extra time per twenty-eight (28) day cycle. This time is to be used as eight (8) twelve (12) hour days, and this time is to be used during the year in which it is earned at times to be approved by the shift supervisor. Seniority, as provided in this contract, shall prevail in selecting time off.

   Each twenty-eight (28) day cycle will match the payroll periods in each year. At the end of each (payroll) year a maximum of twelve (12) hours of RDO can be carried forward into the following year.

3. All overtime provisions and work guarantees shall remain in effect except that overtime for employees working rotation shifts shall be paid after twelve (12) rather than eight (8) hours, for a regularly scheduled day, and after forty-eight (48) rather than forty (40) hours for a regular week.

4. For the purpose of Article 3 (Dismissal, Demotion, and Transfer) a work day shall be considered a twelve (12) hour day.

5. Sick leave shall be converted to hours at the current contract base pay rate, and used accordingly.

6. Employees shall work four (4) consecutive days on duty, and four (4) consecutive days off.

7. Vacation time will be converted to hours, and taken in twelve (12) hour Days whenever possible, subject to current arbitration award.

8. It is agreed that shift changes may be made upon reasonable notice to meet manpower requirements.

SECTION 8: There shall be no split shifts.

## ARTICLE 10
## SEASONAL AND PART-TIME EMPLOYEES

SECTION 1: Seasonal and part-time Employees shall not be entitled to sick leave, vacation, hospitalization, or severance pay.

## ARTICLE 11
## HOLIDAYS

Regular Employees shall be paid eight (8) hours pay at straight time base pay rate for the following thirteen (13) holidays, or days celebrated as such, when not worked:

New Year’s Day
Veteran’s Day
Christmas Day
Christmas Eve
Fourth of July
President’s Day
Columbus Day
Juneteenth
Good Friday
Labor Day
Memorial Day
Martin Luther King Day
Thanksgiving Day
Two Personal Days

A. When working on the above holidays, the Employee shall be paid time and one-half (1½) rate, plus the holiday pay.

B. Employees shall be paid double time (2) for all hours worked over eight (8) hours on a Holiday.

C. For employees regularly working day shift, with Saturday and Sunday off, the holiday shall considered the previous Friday if the holiday falls on Saturday, and shall be considered the following Monday should the holiday fall on Sunday; but should the employee be required to work the original holiday, the employee shall be paid time and one-half (l½), plus holiday pay. The language herein shall apply only to this Article.

## ARTICLE 12
## VACATIONS

SECTION 1: For the purpose of this paragraph and contract, a vacation week is described as a standard week provided for in this Agreement. Vacation pay is defined as a base pay rate of pay at which an Employee shall receive a vacation with pay as follows:

A. Employees who have one (1) year seniority shall receive two (2) weeks, (14 working days) vacation during the succeeding year.

B. Employees who have seven (7) years seniority shall receive three (3) weeks (21working days) vacation during the succeeding year.

C. Employees who have ten (10) years seniority shall receive four (4) weeks (28 working days) vacation during the succeeding year.

D. Employees who have twenty (20) years seniority shall receive five (5) weeks (35 working days) vacation during the succeeding year.

The above items A-D are applicable for employees hired prior to January 1, 2013.

Employees hired after January 1, 2013 will have the following vacation accruals:

F. One year, 112 hours
Five years – 120 hours
Ten years – 160 hours
Fifteen years – 200 hours
Twenty years – 240 hours

SECTION 2: Seniority as provided for in this Agreement shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Employer and Employee. Vacations may be allowed and scheduled with up to two (2) Employees off for any reason at the same time as long as it is determined by the Employer that there is sufficient coverage of all scheduled shifts. Vacation requests submitted between January 1 and February 28 for the calendar year will be given priority for consideration based on seniority. Any vacation request for the calendar year submitted after February 28 will be considered on a first-come basis except that vacation requests cannot bump any day that has already been granted off as a regular day off or comp time.

A. Employees shall be allowed to accumulate at any one time up to and no more than two (2) years of vacation. A day of vacation for accumulation purposes shall consist of eight (8) hours. Employees must take all vacations earned and no Employee shall be entitled to vacation pay in lieu of vacation, except where agreed to by the Employer.

B. A employee who has quit or been laid shall receive his/her prorated vacation provided he/she has worked his/her first full year with the Employer.

C. Should the requested vacation time interfere with the operation, the Employer and Employee will arrange vacation nearest to the desired time expressed by the Employee, that will not interfere with the operation.

D. Should a holiday fall in a vacation period, the Employee shall be entitled to an additional day off with pay.

## ARTICLE 13
## SICK LEAVE

SECTION 1: Sick leave shall be earned at the rate of 6.46 hours per pay period, with a maximum accumulation of one thousand four hundred forty (1,440) hours. The sick leave taken shall be charged according to the number of hours the Employee is scheduled to work on the day of sick leave.

SECTION 2: All employees covered under this Agreement shall be entitled to an annual sick leave bonus of eighty (80) hours. Employees who do not 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 two (2) hours. For employees hired on or after January 1, 2007, the sick leave bonus shall be paid into a Post-Retirement Health Care Savings Plan account unless the employee is determined to be exempt by the Plan Administrator. For employees hired prior to January 1, 2007, the first forty (40) hours of an employee's sick leave bonus shall be paid into a Post-Retirement Health Care Savings Plan account unless the employee is determined to be exempt by the Plan Administrator, and any additional bonus over forty (40) hours will be paid to the employee in cash.

SECTION 3: There shall be no waiting period.

SECTION 4: The Employer reserves the right to ask for a doctor's statement concerning the nature of the illness or to have a doctor or other person call to find out the nature of the illness, when deemed necessary by the Employer.

An Employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.

SECTION 5: Sick leave and vacation shall be computed as time worked for future benefits.

## ARTICLE 14
## INSURANCE

SECTION 1. Insurance Programs. 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 and retired Employees up to age seventy-one (71) shall be covered by $10,000.00 life insurance policy; the full premium to be paid by the Employer. Active Employees and Employees qualifying for retirement, upon attaining age seventy-one (71), shall be covered by a $2,000.00

paid-up life insurance policy; the premium to be paid for the Employer.

From January 1, 2026 through December 31, 2028, the City shall be required to pay eighty percent (80%) of the monthly hospital/medical insurance premium for the single or family plan offered by the City and their insurance carriers. Employees shall pay the remainder of the above-mentioned monthly premiums.

In addition, the City shall contribute annually to the VEBA account (or like account if the City adopts a legally equivalent plan) the following amounts:

Percentage of Deductible Contributed to Account by City

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

The VEBA account contributions will be made by the City in January in full of each year.

Post-Retirement Health Care:

Effective in February of each year, active employees hired after January 1, 2007 will receive contributions from the City of $125 each year will be contributed to their post-retirement health care account.

SECTION 2. Dental Insurance. The City shall make available a group dental insurance plan and pay 85% of the monthly premium for the single or family coverage plans.

SECTION 3. Insurance Committee. The City and the Union will establish a balanced committee which will meet regularly to review alternate insurance plans during the term of this Agreement. The committee will make recommendations to the employees on an alternate insurance plan which will provide equitable coverage while addressing cost containment.

## ARTICLE 15
## SEVERANCE

SECTION 1: All active Employees hired prior to January 1, 1982, shall, upon retirement, if the Employee is eligible to draw retirement benefits from the Public Employees Retirement Association, be paid severance pay in an amount equal to one-half (1/2) of the current value of unused sick leave at the time of retirement.

SECTION 2: Employees hired after January 1, 1982, shall, upon retirement and meeting the eligibility requirements aforementioned, after completing fifteen (15) years of service for the City, be paid severance pay in an amount equal to twenty-five percent (25%) of the current value of his/her accrued sick leave at the time of retirement.

SECTION 2A: Instead of the payments shown in Section 2, employees hired on or after January 1, 2007 shall, upon retirement, if the employee is eligible to draw retirement benefits from PERA, be paid a severance payment which shall be paid into the employee's post Retirement Health Care account, in an amount as follows: after completing fifteen (15) years of service for the City, 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 service with the City of Hibbing 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 with the City an amount equal to 50% of the current value of his/her accumulated sick leave at the time of retirement.

SECTION 3: One half (1/2) of an Employee's unused sick leave accumulation will be paid to his/her named beneficiary in the event of the death of an Employee who was employed prior to January 1, 1982. Upon the death of an Employee hired after January 1, 1992 one-fourth (1/4) of that Employee's unused sick leave accumulation will be paid to his/her named beneficiary.

SECTION 4: Notice of Termination. Employees must give the City two (2) weeks notice of termination, except in the event of emergency. Any employee who resigns or retires without giving the required two (2) week's notice to the City shall forfeit all sick leave severance they would otherwise be entitled to under this Agreement.

## ARTICLE 16
## RETIREE HOSPITALIZATION

SECTION 1: All active Employees who retire after January 1, 1982, and meet the eligibility requirements aforementioned, shall receive the same benefit coverage's mentioned. But as of April 1, 1991, any amount of Hospital Medical Insurance premium increase exceeding Four Hundred Fifty Dollars ($450.00) for the family coverage and two Hundred Fifty Dollars ($250.00) for single coverage shall be paid Fifty percent (50%) by the Employee and Fifty percent (50%) by the Employer. Once the Four Hundred Fifty Dollars ($450.00) or the Two Hundred Fifty Dollars ($250.00) premium cap has been surpassed and later a reduction in premiums is implemented, said amount or reduction below the Four Hundred and Fifty Dollar ($450.00) or Two Hundred Fifty Dollar ($250.00) cap shall be share on a fifty/fifty (50/50) basis. The previous sentence shall not apply to premium reductions brought about by Medicare or other similar contributions.

SECTION 2: Any increase over and above the Dental Insurance cap shall be shared Fifty percent (50%) by the Employee and Fifty percent (50%) by the Employer. Once the Thirty Dollar ($30.00) cap has been surpassed, any reduction below said amount shall be shared on the same basis.

SECTION 3:

1) For all active employees who retire on or after January 1, 2007, who were hired After January 1, 1989 and who at the time of retirement have fifteen (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 with premium participation split based upon the same premium split paid when the employee retired from City service; and

   (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 (i.e. contribution may change from year to year to reflect any change in contribution to the accounts of active employees, but for employees who retire on or before December 31, 2009, the contribution in any given year shall not be less than 50% of the deductible amount) with single coverage, for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

(2) For all active employees who retire on or after January 1, 2007, who were hired prior to January 1, 1989 and who have at least fifteen (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 the coverage selected by the employee (single or family) 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 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 (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees, but for employees who retire on or before December 31, 2009, the contribution in any given year shall not be less than 50% of the deductible amount) with the coverage chosen by the retiree (single or family), for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

The City shall also pay 85% of the monthly single premium for a policy of group dental insurance provided by the City (and 85% of the monthly premium for family dental coverage for employees hired prior to January 1, 1989) with the retiree paying the remaining 15% of the monthly premium.

The benefits of the hospital/medical and dental plan shall be the same for the retiree as they are for the active employees, or equivalent to the active employee's policies.

VEBA account contributions will be made by the City at the beginning of each year.

SECTION 4: 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 17
## SENIORITY

SECTION 1: The seniority of each Employee covered by the terms of this Agreement in with the Employee's starting date of employment, provided, however, that no time prior to a discharge or quit shall be included. The Employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

SECTION 2: The policy of seniority shall prevail to regular Employees, with full employment annually, and seasonal Employees, with less than full employment annually.

SECTION 3: The seniority list shall be posted and kept up to date by the Employer. A copy of the up- to-date list shall be made available to the Secretary of Local No. 104. The seniority list shall contain the name and starting date of each Employee. Seasonal Employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are seasonal.

SECTION 4: Promotions from seasonal employment to regular employment shall be made according to Article 20.

SECTION 5: No seasonal Employee shall exceed in seniority a regular Employee who fills a full-time position.

SECTION 6: Where qualifications and ability are equal, then seniority shall prevail.

SECTION 7: Seniority shall prevail in the selection of shifts or shift work within a classification.

SECTION 8: When the Employer determines that it is necessary to reduce the number of staff in a classification in the department, lay off shall take place by first laying off Employees within the classification in the reverse order of seniority. (Example: An Employee hired in January, 1982, would be laid off before an Employee hired in February, 1978.) Employees may bump less senior Employees in a lower classification. (Example: A Captain may bump a less senior Sergeant or Traffic Officer or Patrol Officer.) Employees shall retain the right to be recalled in their order of seniority to fill a subsequent job opening in the classification they were laid off from or a lower classification for two (2) years after they were laid off from or a lower classification for two (2) years after the initial layoff. It shall be the Employee's responsibility to notify the Employer of their current address.

Notification of recall shall be done by registered mail. Employees shall have fourteen (14) days to respond to an offer of recall. Upon request, the Police Chief may agree to extend the time for the recalled Employee to report for duty, not to exceed two (2) additional weeks, where the recalled Employee can demonstrate to the Police Chief's satisfaction the necessity for an extension. An Employee who does not respond to an offer of recall within the time allowed by this Section shall lose all seniority rights.

## ARTICLE 18
## PROMOTIONS, VACANCIES, TEMPORARY PROMOTIONS

SECTION 1: All job vacancies or new positions shall be posted on the bulletin board ten (10) days prior to filling the vacancy or new position so that each interested Employee may have an opportunity to apply. The notice shall state the prerequisites for the position to be filled. The prerequisites shall be consistent with the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the prerequisites will be considered.

SECTION 2: An employee so transferred shall be on a trial period 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.

SECTION 3: The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

SECTION 4: It shall be the policy of the Employer to promote to the supervisory position, insofar as possible, from the ranks of the employees. Such positions shall be posted as stated herein. However, all applications shall be submitted in writing and each applicant shall be interviewed to determine their qualifications, if deemed necessary by the Employer. Seniority will be considered, but may not necessarily be the deciding factor in filling supervisory positions.

SECTION 5: All grievances in connection with the filling of a job vacancy or new position shall be referred to the proper step of the grievance procedure of this Agreement.

SECTION 6: The provisions of this Article are, however, subject to the rights of the Employees as set forth in other Articles contained in this Agreement.

SECTION 7: Vacancies. All vacancies shall be filled within sixty (60) days after they occur, provided employees are available.

## ARTICLE 19
## PROBATIONARY PERIOD

SECTION 1: All newly hired Employees shall serve a probationary period of one (1) year of continuous service. During the probationary period, the employee shall not attain any seniority rights and shall be subject to dismissal for any reason, without recourse to the grievance procedure.

SECTION 2: Upon completion of the one (1) year probationary period, the Employee shall be granted seniority rights from the date the Employee was originally hired.

## ARTICLE 20
## SAFETY EQUIPMENT, HEALTH AND SANITATION, MILEAGE, UNIFORMS AND EXPENSES

SECTION 1: No Employee shall be required to drive a vehicle that does not comply with all State and City safety regulations.

All vehicles shall be equipped with adequate heaters, defrosters and matting.

SECTION 2: Clean, sanitary rest rooms shall be maintained at all times by the Employer.

SECTION 3: All Employees because of their duties when asked to remain away from their home portals, shall receive food and lodging during their absence in addition to the base pay rate.

SECTION 4: Employees shall not be expected to furnish cars. When an Employee is expected to use his/her own car in the line of duty, he/she shall be paid mileage at the mileage rate as established by the City Council.

SECTION 5: Uniforms. Each Employee shall receive a monthly allowance of $83.33 per month. However, during the first year of an Officer's employment, the Officer will receive a one-time $1000 uniform allowance. The second year they will be added to the $83.33 per month uniform allowance.

The City agrees to provide to the Employees, when eligible, at no expense up front or otherwise, a ballistic vest.

## ARTICLE 21
## WORKERS' COMPENSATION

SECTION 1: In the event that an Employee is disabled by an accident or injury, and the disability is such that there is a waiting period before compensation can begin under the Workmen's Compensation Act of the State of Minnesota, the Employer agrees to continue the regular salary of such Employee during such waiting period. In the event that the waiting period is eventually paid by the Employer's insurer, the Employee shall pay to the Employer the amount of compensation received from the insurer for said period, or the Employer may deduct the same from the Employee's next wage check, if the Employee is employed.

SECTION 2: An Employee who claims compensation for absence due to injury shall be allowed compensation due him/her in keeping with the terms of the Worker's Compensation policy and this absence shall not affect sick leave accumulation or benefits.

SECTION 3: An Employee injured while on duty is protected by the Worker's Compensation policy. The Employee shall have the choice of one of the following methods of payment while on compensation:

1. An Employee off, shall receive their Worker's Compensation benefits only, or:
2. The Employee shall receive said Worker's Compensation check and, upon request, shall also be issued a supplemental check for the difference between the Worker's Compensation benefit and the employee's regular monthly net pay. This supplemental payment shall be charged against the Employee's accumulated sick leave and shall be paid only to the extent of eligible sick leave.

## ARTICLE 22
## LIGHT DUTY

SECTION 1: Employer will provide employees with any light duty in accordance with policy and law.

## ARTICLE 23
## BONDS AND PREMIUMS

Should the Employer require any Employee to give bond, cash bond shall not be compulsory, and the Employer shall pay any premium.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, it must so notify the Employee in writing. Failure to so notify shall relieve the Employee of the bonding requirement.

If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make bonding requirements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its Employees in similar classifications. Any excess premium to be paid by Employee.

## ARTICLE 24
## PHYSICAL EXAMINATION

SECTION 1: To the extent allowed by Minnesota Statutes and Federal Law, the Employer may require an Employee to submit to a physical and psychological examination with just cause. Such examination shall be done at the Employer's expense and shall not exceed one (1) in any one (1) year. Employees will be required to take the examination during their working hours if possible, and shall receive compensation for all hours spent during such examination period. A dispute whether just cause exists is subject to the grievance process and binding arbitration.

The Employer reserves the right to select its own medical examiner or physician. If the Union believes an injustice has been done to an Employee, the Union may have the Employee re-examined at the Union's expense. Any disputes over the results of two (2) physical or psychological examinations may be submitted to an arbitrator through the grievance process.

SECTION 2: Should the Employer find it necessary to require Employees to carry or record full personal identification, such requirement shall be complied with by the Employees. The cost of such personal identification shall be borne by the Employer.

## ARTICLE 25
## GRANTING TIME OFF

SECTION 1: Absence. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Chief of Police by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of Employees affected in order that there shall be no disruption of the Employer's operations due to lack of available Employees.

## ARTICLE 26
## LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging Employees for equipment. Any item of personal property damaged or destroyed while in the performance of duty will be replaced or repaired by the City, (including, but not limited to, clothing, watches, eyeglasses, etc.) The City may then recoup damages through the Courts.

## ARTICLE 27
## TRAINING

SECTION 1: The Employer will pay for twenty (20) hours of training per year. The Employer has the right to direct at least sixteen (16) hours of such training per year. The Employer is to pay for twenty (20) hours per year at straight time with the year-end paycheck. All hours in excess of sixteen (16) hours that are directed by the Employer will be paid at the appropriate base pay rate. For example, if an Employee is directed to take a training on his/her off-duty time, after he/she has completed sixteen (16) hours of training directed by the Employer, he/she shall be paid at time and one-half (1½). Any hours directed by the Employer in excess of twenty (20) hours per year will be paid at the appropriate base pay rate with the paycheck for the period in which training is attended. By February 28 of each year, the Chief will designate the training the Employees are required to attend for the year and this requirement will include all POST requirements. All Employees are required to complete at least forty-eight (48) hours of training within a three (3) year period to maintain licensure. Should an Employee not attend at least forty-eight (48) hours of training within their three (3) year period, pay for the amount of hours not attended will be deducted from the last paycheck for that three (3) year period. An employee who retires, dies or leaves the Department for any reason prior to the end of the year would be entitled for payment of the hours of training actually attended. It shall be the responsibility of the Employee to keep track of training attended.

## ARTICLE 28
## EMERGENCY LEAVE

SECTION 1: In the event of a death of the spouse or child of a regular, full-time Employee, who has been employed at least ninety (90) days, such Employee may be granted a leave of absence with pay for a period of up to three (3) days.

## ARTICLE 29
## SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such article or section during the period of invalidity or restraint.

## ARTICLE 30
## EXPIRATION DATE

SECTION 1: This Agreement shall be effective from the 1st day of January, 2026, and shall continue in full force and effect up to and including the 31st day of December, 2028, and shall automatically renew itself thereafter, until and unless either party, at least sixty (60) days before the 1st day of July, notifies the other party in writing that it desired to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on the 31st day of December, 2028. If the notice is one of modification, the parties shall then begin negotiations on the proposed modification, as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and conditions of the Agreement on which there was no request for modifications shall remain in full force and effect.

SECTION 2: The Minnesota Public Employees Association and the City of Hibbing agree to reopen the contract and meet and confer on the Blue Cross Blue Shield health insurance plan design. This will allow the parties to explore alternate plan designs in an effort to control health insurance costs. The reopener does not include any discussion on the percentage of premium contributions paid for by either party.

SECTION 3: In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to June 1 of any year of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

CITY OF HIBBING

__________________________
Mayor

__________________________
City Clerk

Dated: ____________________

MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION

Joseph J.
Union Representative

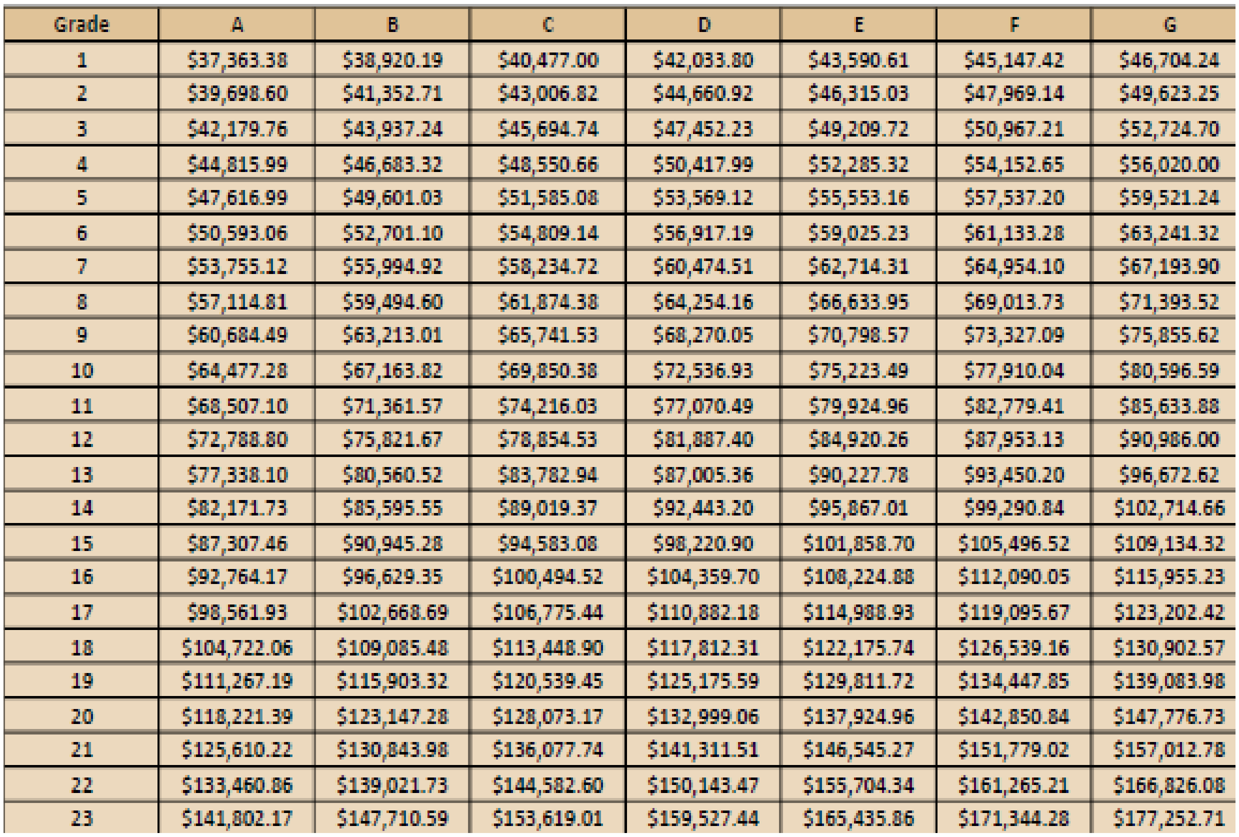
__________________________
Union President

Dated: 11/10/25

# APPENDIX A

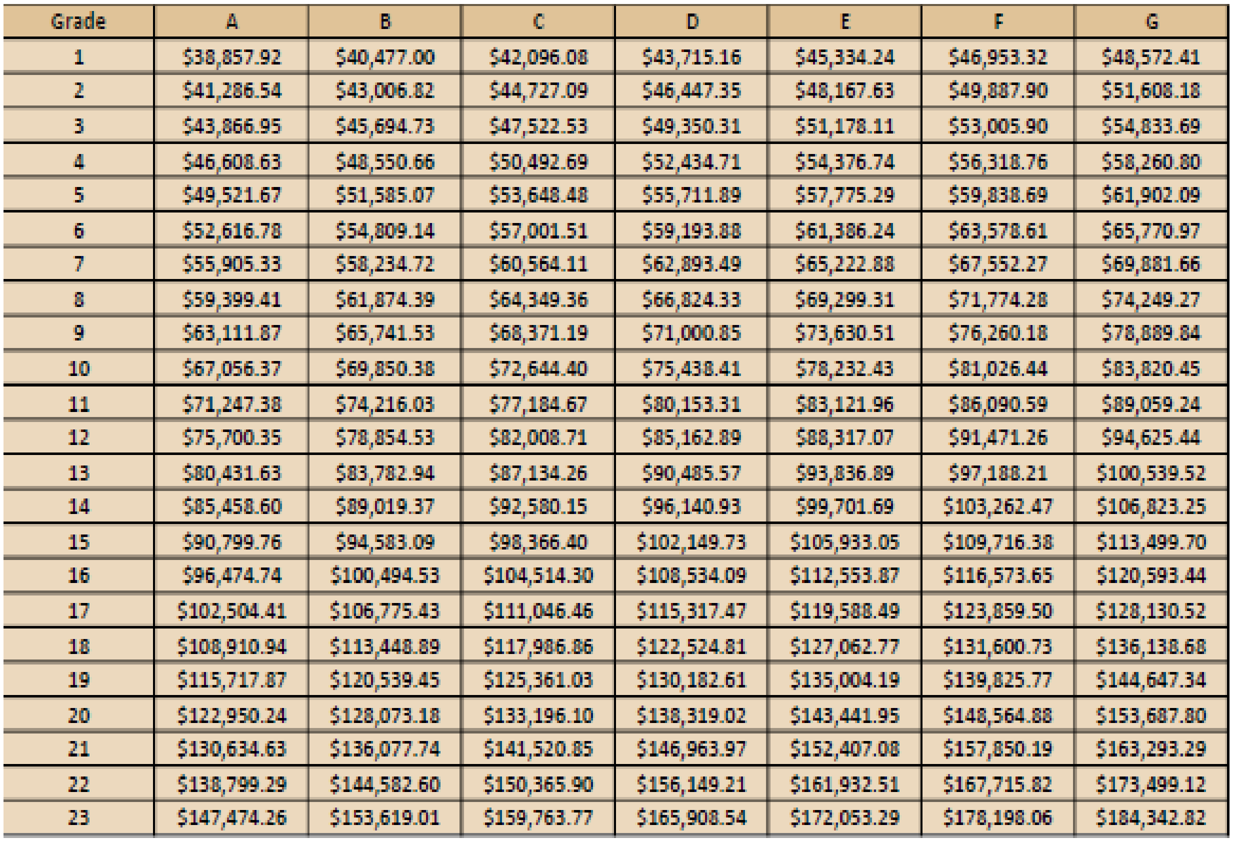
| Job Class | | Grade |
|---|---|---|
| Patrol | | 12 |
| Narcotics Officer | | 12 |
| Sergeant | | 13 |
| Patrol II | | 13 |
| Narcotics Officer II | | 13 |
| Sergeant II | | 14 |
| Investigator | | 14 |
| Captain | | 15 |
| Investigator II | | 15 |
| Captain II | | 16 |

## 2026 Base Pay Schedule



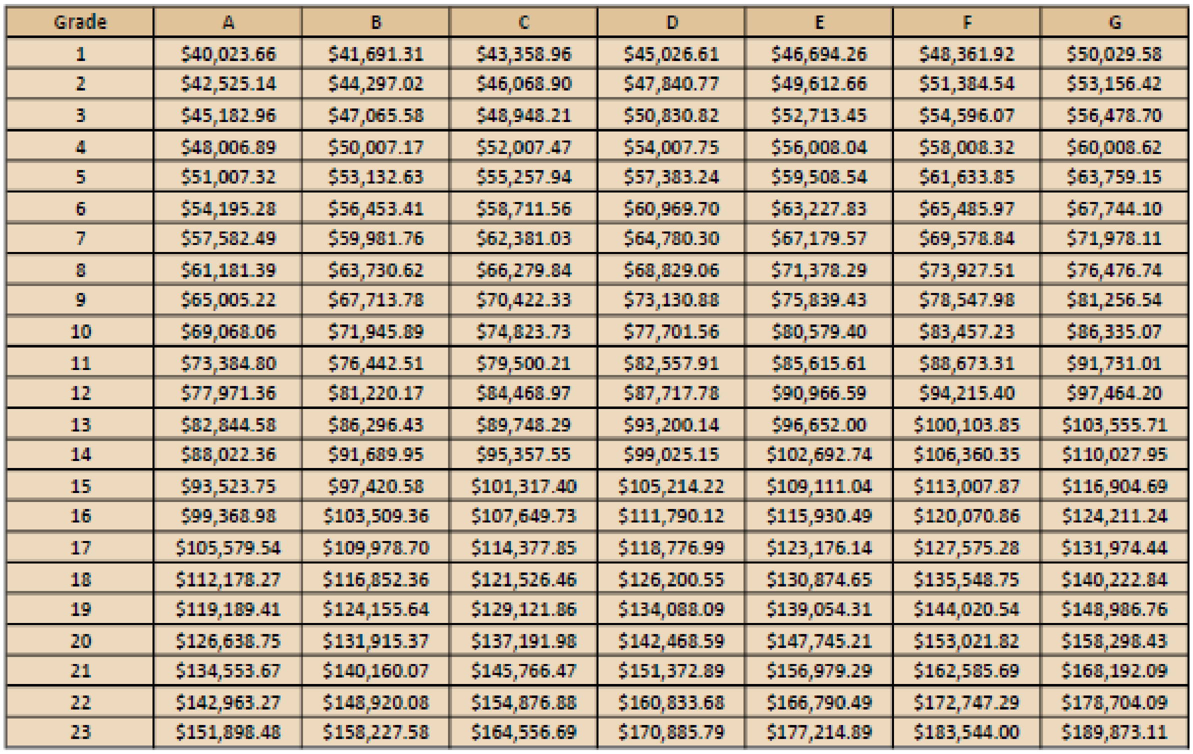
| Grade | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | $37,363.38 | $38,920.19 | $40,477.00 | $42,033.80 | $43,590.61 | $45,147.42 | $46,704.24 |
| 2 | $39,698.60 | $41,352.71 | $43,006.82 | $44,660.92 | $46,315.03 | $47,969.14 | $49,623.25 |
| 3 | $42,179.76 | $43,937.24 | $45,694.74 | $47,452.23 | $49,209.72 | $50,967.21 | $52,724.70 |
| 4 | $44,815.99 | $46,683.32 | $48,550.66 | $50,417.99 | $52,285.32 | $54,152.65 | $56,020.00 |
| 5 | $47,616.99 | $49,601.03 | $51,585.08 | $53,569.12 | $55,553.16 | $57,537.20 | $59,521.24 |
| 6 | $50,593.06 | $52,701.10 | $54,809.14 | $56,917.19 | $59,025.23 | $61,133.28 | $63,241.32 |
| 7 | $53,755.12 | $55,994.92 | $58,234.72 | $60,474.51 | $62,714.31 | $64,954.10 | $67,193.90 |
| 8 | $57,114.81 | $59,494.60 | $61,874.38 | $64,254.16 | $66,633.95 | $69,013.73 | $71,393.52 |
| 9 | $60,684.49 | $63,213.01 | $65,741.53 | $68,270.05 | $70,798.57 | $73,327.09 | $75,855.62 |
| 10 | $64,477.28 | $67,163.82 | $69,850.38 | $72,536.93 | $75,223.49 | $77,910.04 | $80,596.59 |
| 11 | $68,507.10 | $71,361.57 | $74,216.03 | $77,070.49 | $79,924.96 | $82,779.41 | $85,633.88 |
| 12 | $72,788.80 | $75,821.67 | $78,854.53 | $81,887.40 | $84,920.26 | $87,953.13 | $90,986.00 |
| 13 | $77,338.10 | $80,560.52 | $83,782.94 | $87,005.36 | $90,227.78 | $93,450.20 | $96,672.62 |
| 14 | $82,171.73 | $85,595.55 | $89,019.37 | $92,443.20 | $95,867.01 | $99,290.84 | $102,714.66 |
| 15 | $87,307.46 | $90,945.28 | $94,583.08 | $98,220.90 | $101,858.70 | $105,496.52 | $109,134.32 |
| 16 | $92,764.17 | $96,629.35 | $100,494.52 | $104,359.70 | $108,224.88 | $112,090.05 | $115,955.23 |
| 17 | $98,561.93 | $102,668.69 | $106,775.44 | $110,882.18 | $114,988.93 | $119,095.67 | $123,202.42 |
| 18 | $104,722.06 | $109,085.48 | $113,448.90 | $117,812.31 | $122,175.74 | $126,539.16 | $130,902.57 |
| 19 | $111,267.19 | $115,903.32 | $120,539.45 | $125,175.59 | $129,811.72 | $134,447.85 | $139,083.98 |
| 20 | $118,221.39 | $123,147.28 | $128,073.17 | $132,999.06 | $137,924.96 | $142,850.84 | $147,776.73 |
| 21 | $125,610.22 | $130,843.98 | $136,077.74 | $141,311.51 | $146,545.27 | $151,779.02 | $157,012.78 |
| 22 | $133,460.86 | $139,021.73 | $144,582.60 | $150,143.47 | $155,704.34 | $161,265.21 | $166,826.08 |
| 23 | $141,802.17 | $147,710.59 | $153,619.01 | $159,527.44 | $165,435.86 | $171,344.28 | $177,252.71 |

## 2027 Base Pay Schedule



| Grade | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | $38,857.92 | $40,477.00 | $42,096.08 | $43,715.16 | $45,334.24 | $46,953.32 | $48,572.41 |
| 2 | $41,286.54 | $43,006.82 | $44,727.09 | $46,447.35 | $48,167.63 | $49,887.90 | $51,608.18 |
| 3 | $43,866.95 | $45,694.73 | $47,522.53 | $49,350.31 | $51,178.11 | $53,005.90 | $54,833.69 |
| 4 | $46,608.63 | $48,550.66 | $50,492.69 | $52,434.71 | $54,376.74 | $56,318.76 | $58,260.80 |
| 5 | $49,521.67 | $51,585.07 | $53,648.48 | $55,711.89 | $57,775.29 | $59,838.69 | $61,902.09 |
| 6 | $52,616.78 | $54,809.14 | $57,001.51 | $59,193.88 | $61,386.24 | $63,578.61 | $65,770.97 |
| 7 | $55,905.33 | $58,234.72 | $60,564.11 | $62,893.49 | $65,222.88 | $67,552.27 | $69,881.66 |
| 8 | $59,399.41 | $61,874.39 | $64,349.36 | $66,824.33 | $69,299.31 | $71,774.28 | $74,249.27 |
| 9 | $63,111.87 | $65,741.53 | $68,371.19 | $71,000.85 | $73,630.51 | $76,260.18 | $78,889.84 |
| 10 | $67,056.37 | $69,850.38 | $72,644.40 | $75,438.41 | $78,232.43 | $81,026.44 | $83,820.45 |
| 11 | $71,247.38 | $74,216.03 | $77,184.67 | $80,153.31 | $83,121.96 | $86,090.59 | $89,059.24 |
| 12 | $75,700.35 | $78,854.53 | $82,008.71 | $85,162.89 | $88,317.07 | $91,471.26 | $94,625.44 |
| 13 | $80,431.63 | $83,782.94 | $87,134.26 | $90,485.57 | $93,836.89 | $97,188.21 | $100,539.52 |
| 14 | $85,458.60 | $89,019.37 | $92,580.15 | $96,140.93 | $99,701.69 | $103,262.47 | $106,823.25 |
| 15 | $90,799.76 | $94,583.09 | $98,366.40 | $102,149.73 | $105,933.05 | $109,716.38 | $113,499.70 |
| 16 | $96,474.74 | $100,494.53 | $104,514.30 | $108,534.09 | $112,553.87 | $116,573.65 | $120,593.44 |
| 17 | $102,504.41 | $106,775.43 | $111,046.46 | $115,317.47 | $119,588.49 | $123,859.50 | $128,130.52 |
| 18 | $108,910.94 | $113,448.89 | $117,986.86 | $122,524.81 | $127,062.77 | $131,600.73 | $136,138.68 |
| 19 | $115,717.87 | $120,539.45 | $125,361.03 | $130,182.61 | $135,004.19 | $139,825.77 | $144,647.34 |
| 20 | $122,950.24 | $128,073.18 | $133,196.10 | $138,319.02 | $143,441.95 | $148,564.88 | $153,687.80 |
| 21 | $130,634.63 | $136,077.74 | $141,520.85 | $146,963.97 | $152,407.08 | $157,850.19 | $163,293.29 |
| 22 | $138,799.29 | $144,582.60 | $150,365.90 | $156,149.21 | $161,932.51 | $167,715.82 | $173,499.12 |
| 23 | $147,474.26 | $153,619.01 | $159,763.77 | $165,908.54 | $172,053.29 | $178,198.06 | $184,342.82 |

# 2028 Base Pay Schedule



| Grade | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | $40,023.66 | $41,691.31 | $43,358.96 | $45,026.61 | $46,694.26 | $48,361.92 | $50,029.58 |
| 2 | $42,525.14 | $44,297.02 | $46,068.90 | $47,840.77 | $49,612.66 | $51,384.54 | $53,156.42 |
| 3 | $45,182.96 | $47,065.58 | $48,948.21 | $50,830.82 | $52,713.45 | $54,596.07 | $56,478.70 |
| 4 | $48,006.89 | $50,007.17 | $52,007.47 | $54,007.75 | $56,008.04 | $58,008.32 | $60,008.62 |
| 5 | $51,007.32 | $53,132.63 | $55,257.94 | $57,383.24 | $59,508.54 | $61,633.85 | $63,759.15 |
| 6 | $54,195.28 | $56,453.41 | $58,711.56 | $60,969.70 | $63,227.83 | $65,485.97 | $67,744.10 |
| 7 | $57,582.49 | $59,981.76 | $62,381.03 | $64,780.30 | $67,179.57 | $69,578.84 | $71,978.11 |
| 8 | $61,181.39 | $63,730.62 | $66,279.84 | $68,829.06 | $71,378.29 | $73,927.51 | $76,476.74 |
| 9 | $65,005.22 | $67,713.78 | $70,422.33 | $73,130.88 | $75,839.43 | $78,547.98 | $81,256.54 |
| 10 | $69,068.06 | $71,945.89 | $74,823.73 | $77,701.56 | $80,579.40 | $83,457.23 | $86,335.07 |
| 11 | $73,384.80 | $76,442.51 | $79,500.21 | $82,557.91 | $85,615.61 | $88,673.31 | $91,731.01 |
| 12 | $77,971.36 | $81,220.17 | $84,468.97 | $87,717.78 | $90,966.59 | $94,215.40 | $97,464.20 |
| 13 | $82,844.58 | $86,296.43 | $89,748.29 | $93,200.14 | $96,652.00 | $100,103.85 | $103,555.71 |
| 14 | $88,022.36 | $91,689.95 | $95,357.55 | $99,025.15 | $102,692.74 | $106,360.35 | $110,027.95 |
| 15 | $93,523.75 | $97,420.58 | $101,317.40 | $105,214.22 | $109,111.04 | $113,007.87 | $116,904.69 |
| 16 | $99,368.98 | $103,509.36 | $107,649.73 | $111,790.12 | $115,930.49 | $120,070.86 | $124,211.24 |
| 17 | $105,579.54 | $109,978.70 | $114,377.85 | $118,776.99 | $123,176.14 | $127,575.28 | $131,974.44 |
| 18 | $112,178.27 | $116,852.36 | $121,526.46 | $126,200.55 | $130,874.65 | $135,548.75 | $140,222.84 |
| 19 | $119,189.41 | $124,155.64 | $129,121.86 | $134,088.09 | $139,054.31 | $144,020.54 | $148,986.76 |
| 20 | $126,638.75 | $131,915.37 | $137,191.98 | $142,468.59 | $147,745.21 | $153,021.82 | $158,298.43 |
| 21 | $134,553.67 | $140,160.07 | $145,766.47 | $151,372.89 | $156,979.29 | $162,585.69 | $168,192.09 |
| 22 | $142,963.27 | $148,920.08 | $154,876.88 | $160,833.68 | $166,790.49 | $172,747.29 | $178,704.09 |
| 23 | $151,898.48 | $158,227.58 | $164,556.69 | $170,885.79 | $177,214.89 | $183,544.00 | $189,873.11 |

# APPENDIX B

## LATERAL HIRES

The following applies to employees that begin employment as an employee in the bargaining unit who were previously employed as a peace officer by another law enforcement agency ("Lateral Hires"):

1. The employee may be placed on any step in the base pay structure at the discretion of the City Administrator. If the employee starts in a position at a step higher than Step A, the employee will receive a step increase based on the length of service in the position equivalent to the difference between the subsequent step length of service and current step length of service.

2. Upon completion of the Field Training Program, Lateral Hires will be credited (96) hours of vacation to their leave bank. Lateral hires will follow the vacation accrual rate from their first date of employment as an employee in the bargaining unit.

3. Lateral Hires will accrue seniority from their first date of employment as an employee in the bargaining unit.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Hibbing, Minnesota ("Employer") and Minnesota Public Employees Association ("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, Appendix B of the Labor Agreement provides that: "Upon completion of the Field Training Program, Lateral Hires will be credited (96) hours of vacation to their leave bank. Lateral hires will follow the vacation accrual rate from their first date of employment as an employee in the bargaining unit;"

WHEREAS, the Labor Agreement specifies vacation accrual rate tiers for employees based on length of service with Employer;

WHEREAS, to facilitate the recruitment and retention of lateral hires, the parties desire to provide the City with discretion to provide lateral hires with a higher accrual rate tier than specified in the Labor Agreement based their other law enforcement experience; and

WHEREAS, the parties to desire to memorialize this discretion.

NOW, THEREFORE, all parties hereto understand as follows:

## Article 1. Lateral Hire Vacation Accrual Rate Tiers

In lieu of the credit of 96 hours of vacation for lateral hires specified in Appendix B, 2. of the Labor Agreement, a lateral hire may, instead, begin employment with Employer at a higher vacation accrual rate tier in the Labor Agreement at the City Administrator's sole discretion taking into account their prior experience in law enforcement.

## 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.

CITY OF HIBBING

__________________________
Mayor

__________________________
City Clerk

Dated: ____________________

MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION

Joseph
Union Representative

Union President

Dated: 11/10/25

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Hibbing, Minnesota ("Employer") and Minnesota Public Employees Association ("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, firefighters; licensed peace officers; or employees holding a commercial driver's license 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 or an employees' need to care for a family member whose school or place of care has been closed due to weather or 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.

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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.

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

CITY OF HIBBING

________________________
Mayor

________________________
City Clerk

Dated: __________________

MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION

________________________
Union Representative

________________________
Union President

Dated: 11/10/25

★ Alternative Bus Stop Location

● Trash Can

✕ Barricades

## *City of Hibbing*

# SPECIAL EVENT Permit Application

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

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

- ☑ RETURN APPLICATION to the City Hall Council Office
  **DATE RECEIVED BY COUNCIL OFFICE**: ______________________________

| | |
|---|---|
| **Name/Description of Event:** | 2025 Hibbing Yuletide Festival “Fantastic 50’s” |
| **Date of Event:** | Thursday, December 4th, 2025 |
| **Location of Event:** | Hibbing Public Library |
| **Organizer:** | Library TEAM |
| **Organizer Contact Information:** | Home Phone: Work Phone: Cell Phone:<br>218-362-5959 (Library) Jill- 218-312-1588 |

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

| **DEPARTMENT** | | **CONTACT #** |
|---|---|---|
| **Hibbing Police Dept.** | **Police Chief Steve Estey** | **218-262-0285** |
| **Fire Department** | **Fire Marshal Rossi Gangl** | **218-421-3942** |
| **Sanitation Dept.** | **John Yuretich** | **218-403-5733** |
| **Public Works Dept.** | **John Yuretich** | **218-403-5733** |
| **City Services** | **Nick Arola** | **218-362-5951** |

# SPECIAL EVENT PERMIT APPLICATION

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

**LOCATION OF EVENT: Hibbing Public Library*2020 5th Ave East*Hibbing, MN 55746**

## TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT: 2025 Hibbing Yuletide Festival “Fantastic 50’s”

**The purpose of this event is to bring our community together and celebrate the holiday season.**

**We will be offering free horse drawn wagon rides, book giveaways, holiday crafts, refreshments, Yuletide story by the fireplace, visits with Santa, music performed by Crescendo Orchestra, music performed by the Hibbing City Band, and much more! We also received a $2,000.00 grant from The Owens-Pesavento / Dr. Benjamin P. Owens Family Foundation of Hibbing Foundation in support of this amazing event!**

Date of Event: **Thursday, December 4th, 2025** **Time: 4:00PM-7:00PM**

Refer media or citizen inquiries to**: Jill Reini, April Fountain, or Martine Cianni**
Hibbing Public Library Telephone: 218-362-5959

## APPLICANT AUTHORIZATION:

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

Applicants Name & Title: Jill Reini, Library Director

Address: 2020 5th Ave East Hibbing, MN 55746

Mailing Address: Same as above

Affiliation: City of Hibbing/Hibbing Public Library

Telephone: (day) 218-362-5959

## EVENT PRINCIPALS:

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

**Name**: **Hibbing Public Library TEAM**

Organization/Business/Agency/Affiliation: **City of Hibbing/Hibbing Public Library/City Services/ The Owens-Pesavento / Dr. Benjamin P. Owens Family Foundation of Hibbing Foundation/Friends of the Library/Hibbing City Band/ Crescendo Orchestra/ Mike Hanson (wagon rides)/Caribou Coffee/Hibbing Library Board of Trustees**

Mailing Address: **2020 5th Ave. East, Hibbing, MN 55746**

Daytime Phone: **218-362-5959** Evening Phone: Other:

Title and Functional Responsibility with Regard to the Event:
**Hibbing Public Library TEAM**
**Planning, preparing, advertising, set-up, working during the event, take down, and cleanup.**

Will this person have authority to cancel or greatly modify event plans? ☒Yes ☐No

Will this person be present at the event area or areas and in charge of the event at all times ☒Yes ☐No

**Name**:

Organization/Business/Agency/Affiliation:

Mailing Address:

Daytime Phone: Evening Phone: Other:

Title and Functional Responsibility with Regard to the Event:

Will this person have authority to cancel or greatly modify event plans? ☐Yes ☐No

Will this person be present at the event area or areas and in charge of the event at all times ☐Yes ☐No

**Name**:

Organization/Business/Agency/Affiliation:

Mailing Address:

Daytime Phone: Evening Phone: Other:

Title and Functional Responsibility with Regard to the Event:

Will this person have authority to cancel or greatly modify event plans? ☐Yes ☐No

Will this person be present at the event area or areas and in charge of the event at all times ☐Yes ☐No

**REQUESTED EVENT COMPONENTS:**

**REQUESTED DAY AND DATE** (*first choice*): **Thursday, December 4th, 2025**

Alternate days and dates:

- **N/A**
- ______________________________________
- ______________________________________

**REQUESTED HOURS OF OPERATION**:

**From: 4:00pm to 7:00pm.**

**SET UP beginning Day and Date**

****Indicate the time at which any unit of an event will begin to assemble at such area**

**Day: Thursday, December 4th, 2025 Time: 8:00AM**

Describe the number and type of animals to be used in the Event Horses for wagon rides. ☐ Not Applicable

**If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is $60.00 for the first day and $12.00 for each additional day.

☐ If applicable, license fee to be included when submitting the application

See City Code Chapter 6, Section 6.23 for additional information.

Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached

Anticipated number of Participants: 500 OR MORE Spectators: _______________

## **INSURANCE

☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

## SANITATION:

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

## MAP (Noting the following items):

Check off below items that apply to your event.

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

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

☐ Event organizers command post;
☐ Fireworks or pyrotechnics site; (***Must contact Fire Marshal***)
☐ Vehicle fuel handling site;
☐ Cooking areas;
☐ Tables, enclosures, etc.;

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

## AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT

| | |
|---|---|
| **ENTERTAINMENT:** | If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.<br>4:00PM-7:00PM |
| | If a casino party, a dance or live entertainment is a part of your event, please describe: |
| | Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (*attach to this application all required licenses*) Peddler or Transient Merchant Licenses for vendors |
| **ALCOHOL:** | Alcoholic Beverages to be served? ☐ Yes ☒ No<br>Temporary Liquor License Applied For?<br>BEER ☐ *Yes* ☐ *No*<br>COMMUNITY FESTIVAL LICENSE ☐ *Yes* ☐ *No*<br>TEMPORARY ON SALE ☐ *Yes* ☐ *No*<br>Organization Applying for License for Alcoholic Beverages: |
| | Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. |
| | Describe how, where, when and by whom the alcoholic beverages will be served. |
| | List of people who will be selling the alcohol:<br>Have they attended server training? ☐ Yes ☐ No |

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

## SECURITY AND SAFETY PROCEDURES:

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

Describe your proposed procedures for set-up operation, internal security, and crowd control.
**We will have Library staff from the Hibbing Public Library, city service staff, we are also arranging kid volunteers to help and adult volunteers who have already been background checked and approved by the City of Hibbing.**

If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event. **Outdoor streetlights, City Hall Lights, Christmas Lights**

If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units. **Horse drawn wagon rides from 3:30-5:30pm will travel no faster than 5-10 mph around City Hall in a loop around the surrounding areas.**

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

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

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

Name of Agency: City staff who are trained in Frist Aid and CPR
Name of Representative: ______________________________________________________________
Address: ____________________________________________________________________________ Phone Numbers:
_____________________________________________________________________

Indicate medical services that will be provided for the event.

Medical Service How Provided:

**Inside the Library we have a First Aid Station with basic supplies and access to an AED device.**
**In the event that we will need medical services, we will call 911.**

☐ Ambulance
☐ Doctors
☐ Nurses
☐ Paramedics

## HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

## VENDORS OR CONCESSIONAIRES:

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

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

## MITIGATION OF THE IMPACT ON OTHERS:

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

**We will work with the bus company to make sure that there is still a bus route for patrons with the alternate bus pickup location.**

## OTHER PERTINENT INFORMATION:

**We will be coordinating with the Department Head of City Services, Nick Arola, to help with staffing on maintenance.**

**We will also be coordinating with The Public Works & Sanitation Department Heads to help with equipment for blocking 5th Ave East the frontage road areas with sawhorses, so that our wagon rides go smoothly.**

**Sanitation:**

- 6-8 Trash cans will be available to the public.
- Library, city and volunteers will clean and take out the garbage after the event is held.

**Map:**

- The map provided gives the bus stop during the pgoram.
- The library would like No Parking signs placed on 5th ave. between the library and City Hall on Wednesday late afternoon to let people know the block will be closed off for the event.
- We would like to barricade at 2st St. and 5th Ave. and towards the one-way alley between the library and City Hall for safety and wagon rides.
- The library has public restrooms, a first aid station, and an AED machine.
- Parking can easily be accessed on 21st St., 4th, 5th, and 6th Ave.

**Food:**

- Prepackaged/bakery cookies. Gloves will be provided for all handling of food.

CITY OF HIBBING

| | |
|---|---|
| **RAFFLE REQUEST**<br>*Excluded raffle = Total Prizes awarded $1,500 per year or less*<br>*Exempt raffle = Total Annual prizes over $1,500 and under $50,000 requires Minnesota form LG220* | **RAFFLE REGISTRATION FEE**<br>**$15.00** ***Payable to the City of Hibbing*** |

## ORGANIZATION INFORMATION

| | | |
|---|---|---|
| **Name of Organization:** | Angel Fund | |
| **Type of Organization:** | 501C3 | |
| **Mailing Address:** | PO Box 114 | |
| **City, State, Zip** | Hibbing | |
| **Contact Person:** | Kelly Grinsteinner | **Daytime Phone Number:** 218-969-6768 |
| **Have you conducted other raffles this year** | No | If YES, What is the total amount of prizes this year, including this Raffle |

## GAMBLING PREMISES INFORMATION

**Name of premises where gambling activity will be conducted:**
Hibbing Curling Club

**Dates of Activity:**
Saturday, Feb. 14, 2026

**Check Box or Boxes that Indicate the Type of Gambling Activity:**
☑ Raffle ☐ Other ____________________

**Price Per Ticket:**
$2 - $5

**Total value of prizes to be awarded:**
TBD

**Types of Prizes:**
Various baskets, packages, crafts, etc.

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

Kelly Grinsteinner
Organization Representative

11/14/25
Date

☐ **Registered as Excluded Raffle**

☐ **Send to Council for Approval**

# LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

## Application Fee (non-refundable)

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

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

## ORGANIZATION INFORMATION

Organization Name: Angel Fund
Previous Gambling Permit Number: X--93911-25-029

Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 81-3348012

Mailing Address: PO Box 114

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

Name of Chief Executive Officer (CEO): Kelly Grinsteinner

CEO Daytime Phone: 218-969-6768 CEO Email: info@angelfundrange.org
(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 one of the following showing proof of nonprofit status:**

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

☑ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:

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

## GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Hibbng Curling Club

Physical Address (do not use P.O. box): 400 E. 23rd St.

Check one:

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

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): Saturday, Feb. 14, 2026

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

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

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

# LG220 Application for Exempt Permit

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

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

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: ____________

Signature of City Personnel: ____________

Title: 11/14/25 Date: ____________

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

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

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: ____________

Signature of County Personnel: ____________

Title: ____________ Date: ____________

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

Print Township Name: ____________

Signature of Township Officer: ____________

Title: ____________ Date: ____________

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Kelly Grinsteinner Date: 11/14/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Kelly Grinsteinner

## REQUIREMENTS

**Complete a separate application for:**
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

**Financial report to be completed within 30 days after the gambling activity is done:**
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

## MAIL APPLICATION AND ATTACHMENTS

**Mail application with:**

_____ a copy of your proof of nonprofit status; and

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's 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.

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

*An equal opportunity employer*

CITY OF HIBBING

# RAFFLE REQUEST

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

**RAFFLE REGISTRATION FEE**

**$15.00 *Payable to the City of Hibbing***

## ORGANIZATION INFORMATION

| | | |
|---|---|---|
| **Name of Organization:** | Fairview Range (legal name: Range Regional Health Services) | |
| **Type of Organization:** | Hospital and clinic | |
| **Mailing Address:** | 750 East 34th Street | |
| **City, State, Zip** | Hibbing, MN 55746 | |
| **Contact Person:** | Jessica Schuster | **Daytime Phone Number:** 218-362-6771 |
| **Have you conducted other raffles this year** | No | If YES, What is the total amount of prizes this year, including this Raffle |

## GAMBLING PREMISES INFORMATION

**Name of premises where gambling activity will be conducted:**
Fairview Range (legal name: Range Regional Health Services)

**Dates of Activity:**
Tuesday, December 9, 2025

**Check Box or Boxes that Indicate the Type of Gambling Activity:**
☑ Raffle ☐ Other ____________

**Price Per Ticket:**
$1 (proceeds will go to United Way of NE MN)

**Total value of prizes to be awarded:**
$1,200

**Types of Prizes:**
Various themed gift baskets

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

Jessica Schuster
Organization Representative

11/13/25
Date

☐ **Registered as Excluded Raffle**

☐ **Send to Council for Approval**

HIBBING

November 19, 2025

Dear Governor Tim Walz:

The City of Hibbing is pleased to submit a letter of support for Mr. Michael Jugovich's candidacy for a seat on the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

We are deeply familiar with Mr. Jugovich's qualifications and contributions and can attest to his extensive knowledge in good public policy around natural resources management and community leadership through his work on the St. Louis County Board. As a St. Louis County Commissioner, Mr. Jugovich has consistently demonstrated a profound dedication to protecting and enhancing Minnesota's environment and natural resources.

In addition to his technical expertise, Mr. Jugovich excels at collaboration and stakeholder engagement. He has a proven ability to work with diverse teams and bring people together to address complex community challenges. This capacity for thoughtful, inclusive decision-making aligns perfectly with the LCCMR's mission to strategically allocate Environment and Natural Resources Trust Fund (ENRTF) resources to impactful projects.

Mr. Jugovich's vision and strategic insight would undoubtedly contribute to advancing the Commission's efforts to address emerging environmental issues, ensure responsible fund management, and evaluate project outcomes effectively. Thus, we wholeheartedly endorse Mr. Jugovich for this position and are confident he will be an invaluable asset to the LCCMR and the State of Minnesota.

Please feel free to contact me at the phone number or email below if additional information or context would be helpful. Thank you for considering this recommendation.

Sincerely,

Mayor Pete Hyduke
401 East 21st Street
Hibbing, MN 55746
(218) 969-3067
petehyduke@ci.hibbing.mn.us

At the Council meeting held November 19, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, ________________________ offered the following resolution and moved its adoption:

# RESOLUTION No. 25-11-___

## RESOLUTION AUTHORIZING SPECIAL ASSESSMENTS FOR LONG GRASS, BLIGHT, UTILITIES AND/OR GARBAGE/STORM WATER

WHEREAS, A public hearing was held on Wednesday, November 19, 2025, at 5:00 p.m. in the City Hall Council Chamber, Hibbing, Minnesota, before the City Council the purpose of which was to give affected property owners an opportunity to be heard by the City Council on the matter of special assessments to be levied for uncut grass, blight, utilities, and/or garbage/storm water.

WHEREAS, The following affected properties are proposed to be assessed:

| | |
|---|---|
| **** 1st Ave | 140-0130-00080 |
| 205 W Howard St | 140-0260-01200 |
| 4301 1st Ave | 140-0190-00040 |
| 2324 E 6th Ave | 140-0090-01550 |
| 2721 E 6th Ave | 140-0130-05230 |
| **** E 5th Ave | 140-0130-01150 |
| 2517 E 5th Ave | 140-0130-01160 |
| **** 2nd St | 140-0120-02920 |
| 2520 E 7th Ave | 140-0130-01690 |
| 101 E 45th St | 139-0220-00062 |
| 320 3rd St | 140-0120-01660 |
| 4271 5th St | 141-0175-01250 |
| 109 Center Ave | 141-0160-00080 |
| 1219 E 13th Ave | 140-0050-03860 |
| 1126 E 12th Ave | 140-0050-00820 |
| 2202 W 3rd Ave | 140-0200-00610 |
| 3417 W 3rd Ave | 140-0040-00370 |
| 2711 E 5th Ave | 140-0130-04950 |
| 2627 E 2nd Ave | 140-0130-03745 |
| 1715 E 39th St | 140-0134-00020 |
| 514 E 29th St | 140-0240-02800 |
| 2219 E 6th Ave | 140-0090-01270 |
| 2622 Daine Lane | 140-0099-00780 |
| 326 4th St | 140-0120-00240 |
| 220 3rd St | 140-0120-01320 |
| 3535 S Estates Dr | 141-0020-04580 |
| 1220 E 14th Ave | 140-0050-03120 |
| 1129 E 13th Ave | 140-0050-00890 |
| 302 E 16th St Apt 3 | 140-0140-00920 |
| 402 E 16th St #12 | 140-0140-00460 |

| | |
|---|---|
| 1704 E 5th Ave | 140-0140-00360 |
| 1620 E 3rd Ave | 140-0140-01560 |
| 2618 1/2 W 2nd Ave | 140-0105-02460 |
| 2321 W 4th Ave | 140-0200-01430 |
| 2828 1st Ave | 140-0240-00150 |
| 2012 1st Ave Ste 10 & 11 | 140-0070-02120 |
| 2014 1st Ave Ste 1 | 140-0070-02120 |
| 3017 1st Ave | 140-0170-02010 |
| 3901 1st Ave Apt 8 | 140-0086-00050 |
| 2930 E 5th Ave | 140-0250-01010 |
| 2103 W 4th Ave | 140-0260-02920 |
| 142 1/2 W Howard St | 140-0260-02120 |
| 2240 E 25th St #8 | 140-0195-00010 |
| 2240 E 25th St #5 | 140-0195-00010 |
| 2240 E 25th St #10 | 140-0195-00010 |
| 2240 E 25th St #12 | 140-0195-00010 |
| 3828 E 16th Ave | 140-0270-01052 |
| 1920 E 7th Ave | 140-0220-03150 |
| 2821 E 8th Ave | 140-0240-02100 |
| 2122 E 4th Ave | 140-0070-02810 |
| 2126 E 3rd Ave #5 | 140-0070-02650 |
| 2918 E 3rd Ave | 140-0250-00570 |
| 2616 1/2 E 6th Ave | 140-0130-01990 |
| 3590 Koivula Rd | 141-0050-07245 |
| 716 E 37th St | 140-0035-00065 |
| 4719 Hwy 5 | 141-0030-00651 |
| 4950 Laine Rd | 141-0060-04570 |
| 2478 County Rd 444 | 141-0010-06220 |
| 2870 County Rd 444 | 141-0010-04191 |
| 3260 County Rd 444 | 141-0010-01677 |
| 2997 Hwy 5 | 141-0010-02393 |
| 3423 Hwy 5 | 141-0010-00050 |
| 2976 Newton Rd | 141-0010-02355 |
| 10740 Townline Rd | 141-0010-00010 |
| 11086 Townline Rd | 141-0010-00242 |
| 10787 Zim Rd | 141-0010-04470 |
| 3014 Anderson Rd | 141-0040-02580 |
| 3158 Anderson Rd | 141-0040-02143 |
| 2612 Hwy 73 | 141-0040-04960 |
| 2628 Hwy 73 | 141-0040-04970 |
| 3148 Hwy 73 | 141-0040-01815 |
| 3362 Hwy 73 | 141-0040-00622 |
| 12472 Owens Rd | 141-0040-02824 |
| 12842 Smith Rd | 141-0040-05610 |
| 3031 S Leighton Rd | 141-0040-02926 |
| 11386 Dupont Rd | 141-0020-02333 |
| 10774 Hayes Rd | 141-0020-00020 |
| 10956 Herman Rd | 141-0020-02923 |
| 4611 Hwy 5 | 141-0020-00231 |
| 10951 Meadowlark Ln | 141-0020-02945 |
| 4069 N Dublin Rd | 141-0020-02742 |
| 3985 N Hughes Rd | 141-0020-03040 |
| 4033 Saari Rd | 141-0020-02610 |
| 3824 S Salmi Rd | 141-0020-03781 |

| | |
|---|---|
| 11289 Spudville Rd | 141-0020-00510 |
| 11415 Tamminen Rd | 141-0020-02650 |
| 11445 Tamminen Rd | 141-0020-02650 |
| 11489 Tamminen Rd | 141-0020-02645 |
| 11141 Townline Rd | 141-0020-04990 |
| 10949 Wilpen Trl | 141-0020-00380 |
| 10983 Wilpen Trl | 141-0020-00350 |
| 12513 Clayton Rd | 141-0050-05472 |
| 12541 Clayton Rd | 141-0050-05473 |
| 3758 Elynwood Rd | 141-0100-00180 |
| 3546 Maple Hill Rd | 141-0050-07002 |
| 12368 Old Hwy 169 | 141-0050-05255 |
| 12384 Old Hwy 169 | 141-0050-05244 |
| 12423 Old Hwy 169 | 141-0050-05311 |
| 12857 Old Hwy 169 | 141-0050-05750 |
| 12901 Old Hwy 169 | 141-0145-00010 |
| 1613 E 29th St | 140-0270-00865 |

WHEREAS, Each affected property owner received due and proper Notice of the Public Hearing by separate mailing in addition to the general published notice.

WHEREAS, The City Council of the City of Hibbing has the authority pursuant to Hibbing City Code Section 3.02, Subd. 2B, to assess for unpaid utilities which include but are not limited to electric, sewage, water, steam heat, gas, and refuse collection.

WHEREAS, The City Council of the City of Hibbing has the authority pursuant to Hibbing City Code Section 7.05, Subd. 5, to assess for uncut grass and the services necessary to alleviate the same.

WHEREAS, Minnesota Statute Sections 429.101 and 412.221 allow the City of Hibbing to assess for unpaid services.

WHEREAS, The City Council of the City of Hibbing has followed the procedures as set forth in Minn. Stat. Sect. 429.061 to proceed with an assessment.

BE IT RESOLVED THAT The term of the special assessment to each benefitting property owner will be a one (1) year period. The interest rate will be eight (8%) percent. Each affected property owner may, at any time prior to the certification of this assessment to the County Auditor, pay the entire assessment on such property to the City. No interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment or before it is submitted to the County Auditor, whichever occurs first. The property owner may at any time thereafter pay to the City the entire amount of assessment remaining unpaid with interest accrued to December 31 of the succeeding year.

BE IT FURTHER RESOLVED that the County Auditor of St. Louis County, Minnesota, be forwarded a certified copy of this Resolution together with a list of property owners to be spread on tax rolls.

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 19th day of November, 2025.

CITY OF HIBBING

___________________________________
Mayor Pete Hyduke

ATTEST:

____________________________
Candie Seppala, City 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, November 19, 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**

None

# Request for Council Action

**City Council Action**

Approve the lease

**Description of Agenda Item**

Approve the 5-year lease

**Strategic Initiative**

**Owner of Agenda Item**

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

**Introduction/Background/Justification/Key Issues/Legal**

The Department of Public Safety has leased the office space on the 1st Floor of City Hall since 2014. They have paid us $500 per month for one day per week. We placed a $50 escalator per every two years.

**Board/Commission/Committee Actions(s):**

None

**Budgetary/Fiscal Impact**

**Action Requested**

Approval of the lease

**Attachments**

1. Lease 12013 Amend 4 (DPS signed)

# STATE OF MINNESOTA

## AMENDMENT OF LEASE

Amendment No. **4**

Lease No. **12013**

THIS AMENDMENT No. 4 to Lease No. 12013 is made by and between the City of Hibbing, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 12013, dated January 8, 2014, as may subsequently be amended, involving the lease of approximately six hundred thirty four (634) usable square feet of office space in the building known as Hibbing City Hall, located at 401 E 21st St # 300, Hibbing, Minnesota 55746.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12013 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing December 1, 2025 and continuing through November 30, 2030 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

   2.1 Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of thirty six thousand and no/100 dollars ($36,000.00) according to the rent schedule set forth below:

| RENEWAL TERM | | | MONTHLY PAYMENT | RENT FOR RENEWAL TERM |
|---|---|---|---|---|
| 12/1/25 | - | 11/30/26 | $ 500.00 | $ 6,000.00 |
| 12/1/26 | - | 11/30/27 | $ 600.00 | $ 7,200.00 |
| 12/1/27 | - | 11/30/28 | $ 600.00 | $ 7,200.00 |
| 12/1/28 | - | 11/30/29 | $ 650.00 | $ 7,800.00 |
| 12/1/29 | - | 11/30/30 | $ 650.00 | $ 7,800.00 |
| | | | TOTAL | $ 36,000.00 |

2.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Accounts Payable
Department of Public Safety
445 Minnesota St #126
St Paul MN 55101-5126

2.3 Rent Payment Address Tenant shall pay Landlord via electronic payment to the payment information Landlord has provided in SWIFT, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

City of Hibbing
401 East 21st St
Hibbing MN 55746

2.4 Landlord Receipt of Rent Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

3. **PARKING** During the Renewal Term, Landlord shall continue to provide parking pursuant to Section 7 of the Lease.

4. **USE OF SPACE WEST OF LEASED PREMISES** During the Renewal Term, Landlord shall allow Tenant to use the space west of the Leased Premises pursuant to Section 16 of the Lease.

5. **DESTRUCTION OF LEASED PREMISES**

5.1 Deletion Section 11 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 5.2.

5.2 If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenantable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days' written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

6. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for

any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant’s "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties hereto in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

## 7. **HAZARDOUS SUBSTANCES**

### 7.1 General

a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (“CERCLA”), the Resources Conservation and Recovery Act, as now or hereafter amended (“RCRA”), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended (“TSCA”) the Minnesota Environmental Response and Liability Act (“MERLA”), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys’ fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord’s installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased

Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

7.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

7.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease. Landlord further agrees to immediately remediate, at Landlord's sole cost and expense, any asbestos found in the Building or the Leased Premises at any time during the Lease Term or extension(s) of this Lease.

7.4 Radon

a. Landlord has not undertaken environmental testing to determine the level of radon, a Class-A known human carcinogen, in the Leased Premises or the Building of which the Leased Premises is a part.

b. Because of the nature of radon, a naturally occurring soil gas, it may be present in any building. Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building of which the Leased Premises is a part will have low levels of radon.

c. Tenant may elect to have radon testing conducted at any time during the Lease Term and any extension(s) thereof. In the event Tenant elects to have radon testing conducted, the test shall be performed by a measurement professional licensed by the Minnesota Department of Health and according to the standards required by licensed professionals and the protocols set forth by the Minnesota Department of Health. Tenant must present the radon test report to the Landlord within thirty (30) days from Tenant's receipt of the radon test report from the licensed radon measurement professional.

d. If Tenant's radon test finds elevated radon concentrations, defined as exceeding the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level, Landlord must accept or dispute the test result, as follows:

(i) If Landlord accepts Tenant's radon test result, Landlord will reduce radon levels, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the Lease as specified in Section 7.4.d.(iii) below.

(ii) If Landlord disputes Tenant's radon test result, Landlord, at its sole cost and expense, must conduct a radon test performed by a licensed radon measurement professional. This measurement is valid for a period of two years after the date of the testing. If the professional radon test contracted by Landlord finds an elevated radon concentration, the Landlord will reduce radon levels in the Leased Premises or the Building of which the Leased Premises is a part, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the lease as specified in Section 7.4.d.(iii) below.

(iii) Following receipt of Tenant's radon test report, if Landlord fails to conduct its own testing within thirty (30) days or reduce the level of radon to below the USEPA Action Level within one hundred twenty (120) days, Tenant may terminate this lease with thirty (30) days written notice to Landlord.

e. All contracted radon measurement and radon reduction work must be conducted by a licensed radon measurement or mitigation professional.

8. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. The parties further agree that this Amendment may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

9. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

---

**NO ATTACHMENTS**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
CITY OF HIBBING
*Landlord certifies that the appropriate person(s) have executed this Amendment to the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By______________________________

Title______________________________

Date______________________________

By______________________________

Title______________________________

Date______________________________

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By______________________________
Real Estate and Construction Services

Date______________________________

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

Signed by:
By Jenny Richie
9B542CAC6C5745B...

Title Procurement Director

Date 11/13/2025

STATE ENCUMBRANCE VERIFICATION
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

Signed by:
By Braden Carpenter
33500B160636450...

Date 11/13/2025

SWIFT P.O. 3000104531

Contract No. 168092

Account Code 411001

Fund No. 2000

# Request for Council Action

## City Council Action

## Description of Agenda Item

## Strategic Initiative

WHEREAS, the City of Hibbing's 2023 Strategic Plan established a Core Strategy for a Well-Rounded, Strong Quality of Life, with an emphasis on the availability of affordable, high-quality housing; and
WHEREAS, the Strategic Plan also prioritizes a Safe, Secure, and Valued Community, in which all residents have access to stable, suitable housing; and
WHEREAS, the City's 2023 Strategic Plan further prioritizes affordable, accessible housing and a safe, inclusive community; and

## Owner of Agenda Item

## Introduction/Background/Justification/Key Issues/Legal

In the development of New Haven Drive and Cobb Cook Place, the construction will disturb 0.893 acres of wetland. The city of Hibbing has a bank with approximately 9.38 acres of wetland credits; thus, the development is requesting permission from the city to allocate 0.893 acres of wetland credits towards the construction of Cobb Cook Place and Phase 1 of New Haven Drive.

## Board/Commission/Committee Actions(s):

N/A

## Budgetary/Fiscal Impact

## Action Requested

Approve Resolution to Designate 0.893 acres of Wetland Credits from City of Hibbing's Bank to New Haven Drive and Cobb Cook Place.

## Attachments

1. 250225 Cobb Cook City Street Wetland Impacts and Credits Summary Memo 11.04.25

# MEMORANDUM

## City of Hibbing, New Haven Drive Roadway Project

## City of Hibbing, MN

**November 4, 2025**

To: Betsy Olivante, Community Development Director
From: Heidi Bringman, Wetland Specialist
Re: New Haven Drive – Anticipated Wetland Impacts and Credit Requirements

---

Dear Betsy,

Please refer to the attached New Haven Drive Wetland Impacts Exhibit for a summary of anticipated wetland impacts associated with the City's new roadway and the HRA's new housing development project. The following information regarding wetland mitigation required should be considered and discussed with your City Council members and staff to determine your next steps.

### Wetland Impacts and Required Credits Considerations

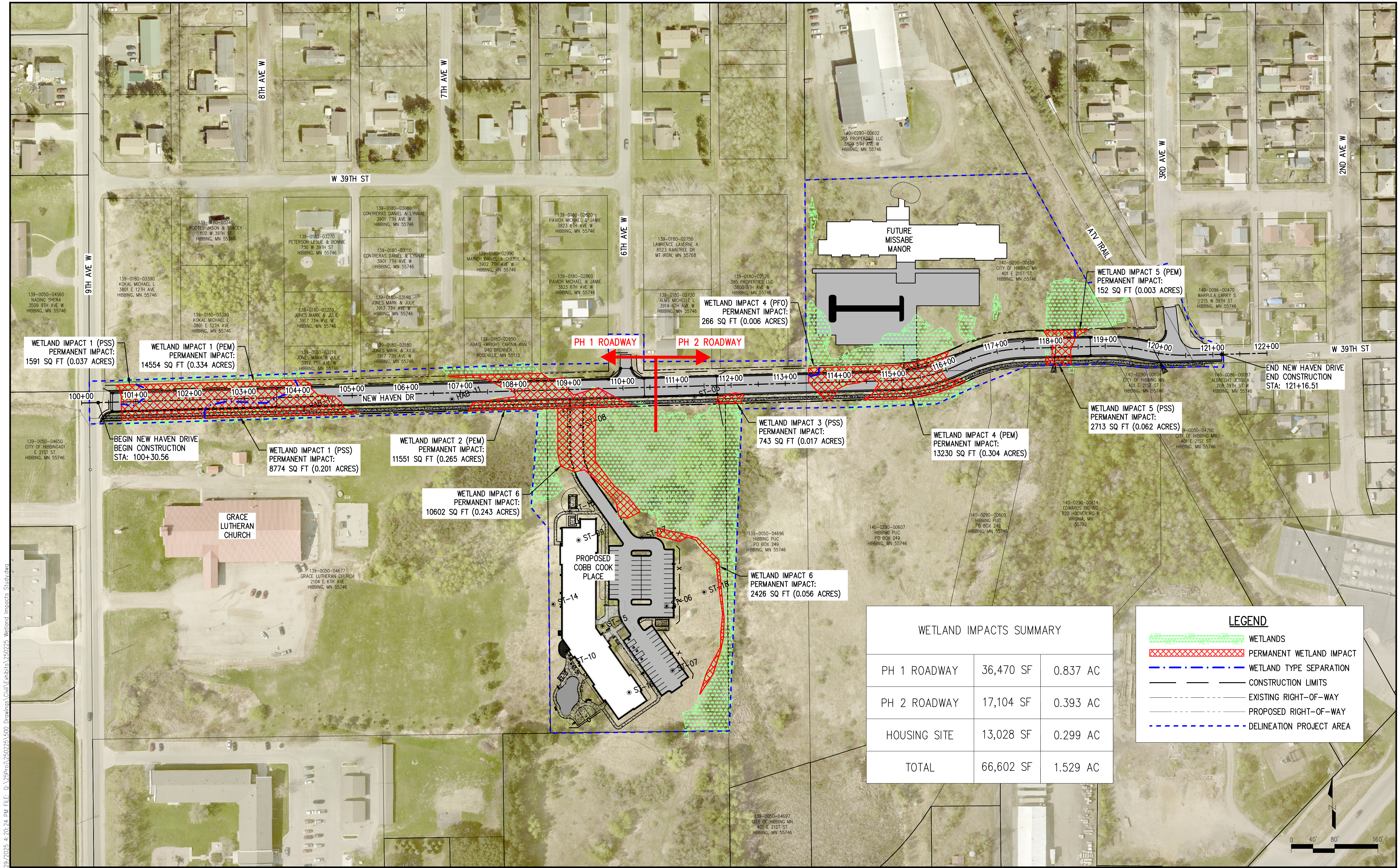
- The City of Hibbing, MN will need to apply for a joint local/state/federal permit application for Water Resources in Minnesota for all wetland disturbances associated with their roadway and housing development project.
- A joint permit authorizing all wetland disturbances is issued by the Army Corps of Engineers (ACOE), and requires local and state regulatory approval as well. A General Permit (GP) letter from the ACOE must be in hand prior to construction start.
- Any wetland impacts over 10,000 square feet in size will require a replacement plan as part of the permit application requirements.
- A replacement plan includes mitigation measures for all wetland impacts. The City has their own wetland bank to use for wetland credits, however, the amount of available credits are unknown at this time and may not be enough to cover the entirety of the anticipated wetland impacts.
- The Minnesota Board of Water and Soil Resources (BWSR) maintains and manages all wetland state banks and City staff is in the process of contacting them for additional information on available credits.
- If the City's own wetland bank cannot cover the entirety of the anticipated wetland impacts, then the City will need to purchase wetland mitigation credits for the remaining amount. Wetland credits are purchased as part of the permit approval process and can be found on the BWSR's available wetland banking credits listing.
- The cost of wetland mitigation credits for Virginia, MN varies depending on the bank, credit type, and market conditions. According to MN BWSR recent transactions, the City should plan for the average cost per credit to be around $1.00 per square foot, or $40,000 per acre.

- Please note: If the permit application lists wetland disturbances over 43,560 square feet or one (1) acre of impacts, an individual permit (IP) will be required instead of a General Permit (GP) letter from the ACOE, and may require additional review and approval time..

Attachments: NEW HAVEN DRIVE – WETLAND IMPACTS EXHIBIT

c: LHB Project No. 250225
Megan Goplin, Michelle Pribyl – LHB Inc.
Jesse Story, Pat Green – City of Hibbing

q:\25proj\250225\300 design\regulatory\250225 cobb cook city street wetland impacts and credits summary memo 11.04.25.docx



| WETLAND IMPACTS SUMMARY | | |
|---|---|---|
| PH 1 ROADWAY | 36,470 SF | 0.837 AC |
| PH 2 ROADWAY | 17,104 SF | 0.393 AC |
| HOUSING SITE | 13,028 SF | 0.299 AC |
| TOTAL | 66,602 SF | 1.529 AC |

LEGEND

| | |
|---|---|
| 🟩 | WETLANDS |
| 🟥 | PERMANENT WETLAND IMPACT |
| — · — | WETLAND TYPE SEPARATION |
| — — | CONSTRUCTION LIMITS |
| - · · - | EXISTING RIGHT-OF-WAY |
| - · - | PROPOSED RIGHT-OF-WAY |
| - - - | DELINEATION PROJECT AREA |

PLOT DATE: 10/29/2025 4:20:24 PM FILE: Q:\25Proj\250225\500 Drawings\Civil\Exhibits\250225 Wetland Impacts Study.dwg

LHB

HIBBING

# NEW HAVEN DRIVE WETLAND IMPACTS - EXHIBIT

LHB PROJECT NO. 250225

# Request for Council Action

## City Council Action

Approve Interfund Loan Resolution 25-11-08 to fund Dillon Road Redevelopment Project in the amount of $250,000

## Description of Agenda Item

## Strategic Initiative

## Owner of Agenda Item

## Introduction/Background/Justification/Key Issues/Legal

## Board/Commission/Committee Actions(s):

## Budgetary/Fiscal Impact

Approve Interfund Loan Resolution 25-11-08 to fund Dillon Road Redevelopment Project in the amount of $250,000

## Action Requested

Approve Interfund Loan Resolution 25-11-08 to fund Dillon Road Redevelopment Project in the amount of $250,000

## Attachments

None

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

**Strategic Initiative**

**Owner of Agenda Item**

**Introduction/Background/Justification/Key Issues/Legal**

**Board/Commission/Committee Actions(s):**

**Budgetary/Fiscal Impact**

**Action Requested**

**Attachments**

None

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

**Strategic Initiative**

**Owner of Agenda Item**

**Introduction/Background/Justification/Key Issues/Legal**

**Board/Commission/Committee Actions(s):**

**Budgetary/Fiscal Impact**

**Action Requested**

**Attachments**

None

# Request for Council Action

**City Council Action**

**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. Ord-XXX-Sec-2-16-Library-Board

# ORDINANCE NO. ____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY REVISING SECTION 2.16 'LIBRARY BOARD'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 2.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

**Section 1.** Hibbing City Code, Section 2.16 entitled "Library Board" is hereby deleted in its entirety.

**Section 2.** There shall be added to the Hibbing City Code a new Section 2.16 entitled "Library Board" reading as follows:

> "**SEC. 2.16. LIBRARY BOARD.** A Library Board composed of seven (7) members is hereby established for the purpose of advising the Council as to the management and operation of the Public Library. Effective January 1, 2026, the Board's size will be reduced to six (6) members. Effective January 1, 2027, the Board's size will be reduced to five (5) members.
>
> All appointments shall be made by the Mayor for a term of three (3) years except that initial appointments shall be for such period so as to provide for staggered terms. The duties of the Library Board are as follows:
>
> **Subd. 1.** To transmit funds coming into its possession to the City Treasurer.
>
> **Subd. 2.** To establish written rules and regulations for the use, management and operation of the Public Library, the same to be approved by action of the Council before they are placed in effect.
>
> **Subd. 3.** To make recommendations to the Council for the improvement of the Public Library, and its facilities.
>
> **Subd. 4.** To hold monthly meetings at a time regularly established and approved by the Council and to hold such special meetings as necessary for the conduct of its business.
>
> **Subd. 5.** To report to the Council on or before the second regular business day in each month as follows:
>
> **A.** Submitting a true copy of the minutes of all meetings held during the preceding month.
>
> **B.** Submitting a statement of requests for payment.

**C.** Submitting a report of all activities not set forth in the minutes.”

**Section 3.** Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 2.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

**Section 4.** After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after the date following such publication.

Adopted by the City Council of Hibbing, Minnesota, this _____ day of October, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF HIBBING

______________________________
Pete Hyduke, Mayor

ATTEST:

___________________________________
Candie Seppala, Clerk

The foregoing Ordinance reviewed and approved as to form.

______________________________
Andy Borland, City Attorney

(Published in the Hibbing Tribune on ________________, 2025. Affidavit of Publication attached.)

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

Approve final pay application to Shoreline Landscaping for campground and trail entrance work at Carey Lake.

**Strategic Initiative**

**Owner of Agenda Item**

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

**Introduction/Background/Justification/Key Issues/Legal**

Shoreline Landscaping, LLC, has submitted Progress Payment Application #01 (also final pay app) for the Carey Lake Campground Phase 2 Improvements Project work completed to date as part of their 2025 contract services. The contract work consists of mobilization, subcutting and subsurface preparation, new road construction to new trailhead area, fencing, pedestrian and vehicular gates, and construction of the trailhead parking and gathering areas, fat bike and gravel all-weather trail construction, storm pond and stormwater management construction, and vegetative stabilization (permanent seeding and mulching) all disturbance and access areas at the Carey Lake Campground project site. One change order was approved for this project - Change Order CO-01 for $32,111.00 – to provide additional materials for project construction and protection of septic mounds, tanks, and infrastructure constructed in early 2025 (under separate contract with Bougalis & Sons).

**Board/Commission/Committee Actions(s):**

**Budgetary/Fiscal Impact**

$320,851.00 - (2) IRRR grants and City of Hibbing dollars from grant matching fund.

**Action Requested**

**Attachments**

1. FINAL PAY APP Shoreline_PA-01_Complete_2025-11-13 (1)

BARR

barr.com

# Memorandum

**To:** Nick Arola, City Administrator, City of Hibbing
**From:** Andrea Wedul, PLA, Project Manager
**Subject:** Carey Lake Campground Phase 2 Improvements Project: Shoreline Landscaping Pay Application #01
**Date:** November 13, 2025
**Project:** 23692742.01
**c:** Pete Kero, File

Shoreline Landscaping, LLC, has submitted Progress Payment Application #01 for the Carey Lake Campground Phase 2 Improvements Project work completed to date as part of their 2025 contract services. The contract work consists of mobilization, subcutting and subsurface preparation, new road construction to new trailhead area, fencing, pedestrian and vehicular gates, and construction of the trailhead parking and gathering areas, fat bike and gravel all-weather trail construction, storm pond and stormwater management construction, and vegetative stabilization (permanent seeding and mulching) all disturbance and access areas at the Carey Lake Campground project site.

## Requested City Action

- Award payment to Shoreline Landscaping for Payment Application #01 in the amount of $320,851.00.

  Payment should be sent to:
  Shoreline Landscaping, LLC
  29159 Ivywood Trail
  Chisago City, MN 55013

Work under this contract was reviewed and determined to be substantially completion by review date of November 6, 2025. Punchlist item was completed on November 8, 2025, at which time contract final completion was achieved and approved by Barr Engineering. A few pictures are provided for documentation of constructed conditions.

Barr has reviewed Contractor Payment Application #01 (PA-01) and reviewed quantities of completed work in accordance with our observations. Attached is Payment Application #01, a continuation summary sheet from both Contractor and Engineer, and Contractor’s prevailing wage reports. Table 1 below summarizes the project construction costs incurred and stored, to date, including all contract change order costs. One change order was approved for this project - Change Order CO-01 for $32,111.00 – to provide additional materials for project construction and protection of septic mounds, tanks, and infrastructure constructed in early 2025 (under separate contract with Bougalis & Sons).

This is the first and final pay application on this contract to date. As all work under the contract is deemed finally complete in accordance with the contract, Barr recommends waiving the required 5% retainage on this pay application, as reflected in the attached summary.

Barr recommends payment in the amount of $320,851.00 for work performed, to date, by Shoreline Landscaping LLC.

**Table 1: Carey Lake Campground Phase 2 Improvements Project - Construction Budget Summary, To Date**

| | Amount | Comment |
|---|---|---|
| **Original Contract Amount** | $ 288,740.00 | Reflects negotiated value-engineered contract award amount. |
| **Contract Change Orders, To Date** | $ 32,111.00 | Includes Change Order #CO-01 |
| **Construction Work Completed, This Period** | $ 320,851.00 | |
| **Retainage Held, This Period** | $ 0.00 | |
| **Progress Payment, This Period** | $ 320,851.00 | |
| **Total Project Work Completed, To Date** | $ 320,851.00 | For Progress/Final Pay Application #01, waiving retainage at 5% |
| **Contract Work Remaining** | **$ 0.00** | |

**Photo 1: Carey Lake Campground New Trailhead and Parking Area**

**Photo 2: Carey Lake Campground Gate at Future Road Extension**

**Photo 3: Carey Lake Campground All-Weather Trail at Beach Parking Area**

## Photo 4: Fencing at New Septic Mound System for Campground ISTS/SSTS

## Photo 5: Campground Stormwater Treatment Pond and Culvert at Prior Trailhead Area

# Contractor's Application for Payment No. 1

| | | |
|---|---|---|
| | Application Period:<br>9/1/2024-11/08/2025 | Application Date:<br>11/13/2025 |
| To (Owner):<br>City of Hibbing | From (Contractor):<br>Shoreline Landscaping | Via (Engineer):<br>Barr Engineering Company |
| Project:<br>Carey Lake Campground Phase 2 | Contract: | |
| Owner's Contract No.:<br>- | Contractor's Project No.:<br>- | Engineer's Project No.:<br>23692742.01 |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| CO-01 | $32,111.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $32,111.00 | |
| NET CHANGE BY CHANGE ORDERS | $32,111.00 | |

| | | |
|---|---|---|
| **1. ORIGINAL CONTRACT PRICE** | $ | **288,740.00** |
| **2. Net change by Change Orders** | $ | **32,111.00** |
| **3. Current Contract Price (Line 1 ± 2)** | $ | **320,851.00** |
| **4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** | $ | **320,851.00** |
| **5. RETAINAGE:** | | |
| **a.** **X** $ 320,851.00 **Work Completed** | $ | - |
| **b. 5%** **X** $ - **Stored Material** | $ | - |
| **c.** $ - **Subtotal Prior Retainage ( N/A )** | $ | - |
| **d. Total Retainage To Date (Line 5a + 5b + 5c)** | $ | - |
| **6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d)** | $ | **320,851.00** |
| **7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | $ | - |
| **8. AMOUNT DUE THIS APPLICATION** | $ | **320,851.00** |
| **9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5d)** | $ | - |

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Stephan McLafferty

Date: 11/14/2025

Payment of: $ 320,851.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Andrea Wedul, PLA (Engineer) 11/3/2025 (Date)

Payment of: $ ____
(Line 8 or other - attach explanation of the other amount)

is approved by: ____ (Owner) ____ (Date)

Approved by: ____ Funding Agency (if applicable) ____ (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

p1 of 1

| | | | |
|---|---|---|---|
| For (contract): | Carey Lake Campground Phase 2 | Application Number: | 1 |
| Application Period: | 9/1/2024-11/08/2025 | Application Date: | 11/13/2025 |

| A | | B | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | | | C | D | | | | |
| Item No. | Description | Scheduled Value | From Previous Application (C+D) | This Period | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (F) B | Balance to Finish (B - F) |
| 1 | Mobilization & Demobilization | $ 45,360.00 | $ - | $ 45,360.00 | | $ 45,360.00 | 100% | $ - |
| 2 | Traffic & Pedestrian Safety Control | $ 8,300.00 | $ - | $ 8,300.00 | | $ 8,300.00 | 100% | $ - |
| 3 | Construction Site Layout & Staking | $ 9,530.00 | $ - | $ 9,530.00 | | $ 9,530.00 | 100% | $ - |
| 4 | Construction Entrance | $ 1,500.00 | $ - | $ 1,500.00 | | $ 1,500.00 | 100% | $ - |
| 5 | Silt Fence Mn/DOT MS Type | $ 4,819.00 | $ - | $ 4,819.00 | | $ 4,819.00 | 100% | $ - |
| 6 | Class A (Common) Excavation | $ 18,240.00 | $ - | $ 18,240.00 | | $ 18,240.00 | 100% | $ - |
| 7 | Import Common Topsoil Borrow, Furnish & Place | $ 6,720.00 | $ - | $ 6,720.00 | | $ 6,720.00 | 100% | $ - |
| 8 | Import Select Granular Filter | $ 2,500.00 | $ - | $ 2,500.00 | | $ 2,500.00 | 100% | $ - |
| 9 | Finish Grading | $ 19,998.00 | $ - | $ 19,998.00 | | $ 19,998.00 | 100% | $ - |
| 10 | 12"dia CMP CL-4 Pipe Culvert | $ 7,840.00 | $ - | $ 7,840.00 | | $ 7,840.00 | 100% | $ - |
| 11 | 12" CMP Flared End Section w/Riprap | $ 3,560.00 | $ - | $ 3,560.00 | | $ 3,560.00 | 100% | $ - |
| 12 | 6' SDR35 PVC Pipe | $ 1,960.00 | $ - | $ 1,960.00 | | $ 1,960.00 | 100% | $ - |
| 13 | East Pond Outlet Inflow Riser | $ 3,680.00 | $ - | $ 3,680.00 | | $ 3,680.00 | 100% | $ - |
| 14 | East Pond Outet Outflow Structure | $ 18,900.00 | $ - | $ 18,900.00 | | $ 18,900.00 | 100% | $ - |
| 15 | MnDot Riprap Class I | $ 1,442.00 | $ - | $ 1,442.00 | | $ 1,442.00 | 100% | $ - |
| 16 | AASHTO No467 Stone | $ 106.00 | $ - | $ 106.00 | | $ 106.00 | 100% | $ - |
| 17 | Class 5 Aggregate Base | $ 48,994.00 | $ - | $ 48,994.00 | | $ 48,994.00 | 100% | $ - |
| 18 | 4'H 2-Rail Splilt Rail Wood Fence | $ 60,876.00 | $ - | $ 60,876.00 | | $ 60,876.00 | 100% | $ - |
| 19 | 28'W Vehicular Gate Double Swing | $ 3,000.00 | $ - | $ 3,000.00 | | $ 3,000.00 | 100% | $ - |
| 20 | Pipe Bollard | $ 7,320.00 | $ - | $ 7,320.00 | | $ 7,320.00 | 100% | $ - |
| 21 | Landscape Boulders | $ 37,760.00 | $ - | $ 37,760.00 | | $ 37,760.00 | 100% | $ - |
| 22 | Permanent Native Seeding | $ 5,806.00 | $ - | $ 5,806.00 | | $ 5,806.00 | 100% | $ - |
| 23 | Mn/DOT Cat30 Erosion Control Blanket | $ 1,710.00 | $ - | $ 1,710.00 | | $ 1,710.00 | 100% | $ - |
| 24 | Mn/DOT Rapid Stabilization Method | $ 930.00 | $ - | $ 930.00 | | $ 930.00 | 100% | $ - |
| | ***TOTALS*** | ***$ 320,851.00*** | ***$ -*** | ***$ 320,851.00*** | ***$ -*** | ***$ 320,851.00*** | | ***$ -*** |

# APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa (Instruction on reverse side)

PAGE ONE OF TWO PAGES

CONTRACTOR:

PROJECT: Carey Lake Campground Phase 2

APPLICATION NO.: 1
PERIOD TO: 11/05/25
PROJECT NOS.:

CONTRACT DATE:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR: Shoreline Landscaping
29159 Ivywood Trail
Chisago City, MN 55013

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** $ 288,740.00
2. **Net Change By Change Orders** $ 32,111.00
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2) $ 320,851.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) $ 320,851.00
5. **RETAINAGE:**
   a. 0% of Completed Work (Columns D + E on G703) $ -
   b. 0% of Stored Material (Column F on G703) $ -

   Total Retainage (Line 5a + 5b or Total in Column I of G703) $ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total) $ 320,851.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** $ 320,851.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) $ -

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous month by Owner | | - |
| Total approved this Month | 32,111.00 | |
| TOTALS | 32,111.00 | - |
| NET CHANGES by Change Order | | 32,111.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Stephan McLafferty 11/5/2025

State of: Minnesota
County of: Chisago
Subscribed and sworn to before me this 5 day of November 2025 2025
Notary Public: Nicole McLafferty
My Commission expires: 1/31/2028

NICOLE J MCLAFFERTY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2028

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $ 320,851.00

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)*

CONSTRUCTION MANAGER:
By: ______________________ Date: ______________
ARCHITECT:
By: ______________________ Date: ______________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

12/2008

# Minnesota Department of Transportation Prevailing Wage Payroll Report

| | | | |
|---|---|---|---|
| Contractor Name | | Prime Contractor Name | Shoreline Landscaping |
| Address and Telephone # | | Address & Telephone # | 651-257-2655 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| State Project / Contract Number | | Pay Period End Date | 10/11/25 | Project Location | Carey Lake Hibbing, MN | Payroll # | 1 |

| (1) | (2) | (3) | (4) | (5) Day of Week (M, T, W, R, F, S, Su) & Date (xx/xx) | | | | | | | (6) | (7) | (8) | (9) | (10) Deductions | | | | | | (11) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Employee Name, Address and Last Four Digits of Social Security Number | # of Exemptions | Labor Code and<br>Classification Title | OT & ST | 10/5 | 10/6 | 10/7 | 10/8 | 10/9 | 10/10 | 10/11 | Total Hours This Job | Hourly Rates of Pay | Gross Amount Earned This Job | Gross Amount Earned This Pay Period | FICA | Federal Tax | State Tax | Other (Specify) | Other (Specify) | Total Deductions | Total Net Wages Paid |
| | | | | Hours Worked Each Day | | | | | | | | | | | | | | | | | |
| Sebastian McLafferty | 0 | | OT | | | 2.00 | 2.40 | | | | 4.40 | 102.43 | 2715.01 | 5627.02 | 430.47 | 976.60 | 350.91 | | | 1757.98 | 3869.04 |
| | | 515 | ST | | 8.00 | 8.00 | 8.00 | 5.00 | | | 29.00 | 78.08 | | | | | | | | | |
| Trevor Johnson | 0 | | OT | | | 2.60 | 2.40 | 2.00 | | | 7.00 | 96.63 | 3392.12 | 5697.57 | 435.87 | 953.84 | 372.15 | | | 1761.86 | 3935.71 |
| | | 537 | ST | | 7.80 | 8.00 | 8.00 | 8.00 | 4.79 | | 36.59 | 74.22 | | | | | | | | | |
| Emmanual Hernandez | 0 | | OT | | | 2.40 | | | | | 2.40 | 78.00 | 1562.28 | 2196.99 | 168.06 | 185.24 | 119.33 | | | 472.63 | 1724.36 |
| | | 101 | ST | | 7.85 | 8.00 | 1.92 | 5.00 | | | 22.77 | 60.39 | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |

# Statement of compliance – Minnesota Department of Labor and Industry

| | | | |
|---|---|---|---|
| Report number<br>1 | State project name and location<br>Carey Lake Campground Phase 2 Hibbing MN | Date<br>10/12/2025 | |
| Contracting authority | Project | General contractor<br>Shoreline Landscaping | |
| Contractor/subcontractor | Phone number | Contract or grant name and number | |
| Address | City | State | ZIP code |
| Type of work | | | |

(Complete as described on solicitation documents.)

**Statement with respect to compliance and wages paid**

I, Stephan McLafferty (Name of signatory party) Owner (Title of owner or officer) do hereby state:

(1) That I pay or supervise the payment of the persons employed by ______ on said contract; that during the payroll period commencing on the 6 day of October of the year 2025, and ending the 11 day of October of the year 2025, there were 3 employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said Shoreline Landscaping (contractor or subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

**Description of legal deductions**

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

**(a) Where fringe benefits are paid to any approved plans, funds or programs –**

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

**(b) Where fringe benefits are paid in cash to all employees –**

☒ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

**Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.**

**(c) Exceptions**

| Employee name | Classification/occupation | Explanation |
|---|---|---|
| | | |
| | | |
| | | |

**(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)**

| Program title, classification title or individual employees | Health/ welfare | Vacation/ holiday | Apprenticeship training | Pension | Other, include title |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
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| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |

**(e) Benefit program information (must be completed if 4(a) is checked)**

| Name and address of fringe benefit fund, plan or program administrator | Benefit account number | Third-party trustee and/or contact person | Telephone number |
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

| Name and title of owner or officer | Signature |
|---|---|
| Stephan McLafferty | Stephan McLafferty |

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

**Note:** For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

12/2008

# Minnesota Department of Transportation Prevailing Wage Payroll Report

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Contractor Name | | Prime Contractor Name | Shoreline Landscaping | | | | |
| Address and Telephone # | | Address & Telephone # | 651-257-2655 | | | | |
| State Project / Contract Number | | Pay Period End Date | 10/18/25 | Project Location | Carey Lake Hibbing, MN | Payroll # | 2 |

| (1) | (2) | (3) | (4) | (5) Day of Week (M, T, W, R, F, S, Su) & Date (xx/xx) | | | | | | | (6) | (7) | (8) | (9) | (10) Deductions | | | | | | (11) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Employee Name, Address and Last Four Digits of Social Security Number | # of Exemptions | Labor Code and<br>Classification Title | OT & ST | 10/12 | 10/13 | 10/14 | 10/15 | 10/16 | 10/17 | 10/18 | Total Hours This Job | Hourly Rates of Pay | Gross Amount Earned This Job | Gross Amount Earned This Pay Period | FICA | Federal Tax | State Tax | Other (Specify) | Other (Specify) | Total Deductions | Total Net Wages Paid |
| | | | | Hours Worked Each Day | | | | | | | | | | | | | | | | | |
| Sebastian McLafferty | 0 | | OT | | | 3.00 | 3.00 | 3.00 | 3.00 | | 12.00 | 102.43 | 4352.36 | 9111.30 | 1796.13 | 671.77 | 613.86 | | | 3081.76 | 6029.54 |
| | | 515 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 40.00 | 78.08 | | | | | | | | | |
| Trevor Johnson | 0 | | OT | | | 2.80 | 3.30 | 3.60 | 2.30 | | 12.00 | 96.63 | 3847.81 | 8378.64 | 1518.10 | 615.72 | 561.39 | | | 2695.21 | 5683.43 |
| | | 537 | ST | | 4.22 | 8.00 | 8.00 | 8.00 | 8.00 | | 36.22 | 74.22 | | | | | | | | | |
| Emmanual Hernandez | 0 | | OT | | | | 2.00 | 2.00 | | | 4.00 | 78.00 | 1767.40 | 5104.63 | 732.33 | 365.27 | 299.70 | | | 1397.30 | 3707.33 |
| | | 101 | ST | | 1.00 | 7.10 | 8.00 | 8.00 | | | 24.10 | 60.39 | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
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| | | | OT | | | | | | | | | | | | | | | | | | |
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# Statement of compliance – Minnesota Department of Labor and Industry

| | | | |
|---|---|---|---|
| Report number<br>2 | State project name and location<br>Carey Lake Campground Phase 2 Hibbing MN | Date<br>10/21/2025 | |
| Contracting authority | Project | General contractor<br>Shoreline Landscaping | |
| Contractor/subcontractor | Phone number | Contract or grant name and number | |
| Address | City | State | ZIP code |
| Type of work | | | |

(Complete as described on solicitation documents.)

## Statement with respect to compliance and wages paid

I, Stephan McLafferty Owner do hereby state:

(Name of signatory party) (Title of owner or officer)

(1) That I pay or supervise the payment of the persons employed by Shoreline Landscaping on said contract; that during the payroll period commencing on the 13 day of October of the year 2025, and ending the 18 day of Octpber of the year 2025, there were 3 employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said Shoreline Landscaping (contractor or subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

## Description of legal deductions

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

**(a) Where fringe benefits are paid to any approved plans, funds or programs –**

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

**(b) Where fringe benefits are paid in cash to all employees –**

☒ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

**Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.**

**(c) Exceptions**

| Employee name | Classification/occupation | Explanation |
|---|---|---|
| | | |
| | | |
| | | |

**(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)**

| Program title, classification title or individual employees | Health/ welfare | Vacation/ holiday | Apprenticeship training | Pension | Other, include title |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
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| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |

**(e) Benefit program information (must be completed if 4(a) is checked)**

| Name and address of fringe benefit fund, plan or program administrator | Benefit account number | Third-party trustee and/or contact person | Telephone number |
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

| Name and title of owner or officer | Signature |
|---|---|
| Stephan McLafferty Owner | Stephan McLafferty |

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

**Note:** For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

12/2008

# Minnesota Department of Transportation Prevailing Wage Payroll Report

| | | | |
|---|---|---|---|
| Contractor Name | | Prime Contractor Name | Shoreline Landscaping |
| Address and Telephone # | | Address & Telephone # | 651-257-2655 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| State Project / Contract Number | | Pay Period End Date | 10/25/25 | Project Location | Carey Lake Hibbing, MN | Payroll # | 3 |

| (1) | (2) | (3) | (4) | (5) Day of Week (M, T, W, R, F, S, Su) & Date (xx/xx) | | | | | | | (6) | (7) | (8) | (9) | (10) Deductions | | | | | | (11) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Employee Name, Address and Last Four Digits of Social Security Number | # of Exemptions | Labor Code and<br>Classification Title | OT & ST | 10/19 | 10/20 | 10/21 | 10/22 | 10/23 | 10/24 | 10/25 | Total Hours This Job | Hourly Rates of Pay | Gross Amount Earned This Job | Gross Amount Earned This Pay Period | FICA | Federal Tax | State Tax | Other (Specify) | Other (Specify) | Total Deductions | Total Net Wages Paid |
| | | | | Hours Worked Each Day | | | | | | | | | | | | | | | | | |
| Sebastian McLafferty | 0 | | OT | | 3.30 | 2.35 | 3.25 | 3.36 | 0.50 | | 12.76 | 102.43 | 4430.21 | 9111.30 | 1796.13 | 671.77 | 613.86 | | | 3081.76 | 6029.54 |
| | | 515 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 40.00 | 78.08 | | | | | | | | | |
| Trevor Johnson | 0 | | OT | | 3.18 | 2.39 | 3.00 | 3.60 | 0.60 | | 12.77 | 96.63 | 4202.77 | 8378.64 | 1518.10 | 615.72 | 561.39 | | | 2695.21 | 5683.43 |
| | | 537 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 40.00 | 74.22 | | | | | | | | | |
| Emmanual Hernandez | 0 | | OT | | 3.25 | | 3.50 | 3.00 | 0.60 | | 10.35 | 78.00 | 3004.89 | 5104.63 | 732.33 | 365.27 | 299.70 | | | 1397.30 | 3707.33 |
| | | 101 | ST | | 8.00 | 4.39 | 8.00 | 8.00 | 8.00 | | 36.39 | 60.39 | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
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| | | | ST | | | | | | | | | | | | | | | | | | |

# Statement of compliance – Minnesota Department of Labor and Industry

| | | | |
|---|---|---|---|
| Report number<br>2 | State project name and location<br>Carey Lake Campground Phase 2 Hibbing MN | Date<br>10/27/2025 | |
| Contracting authority | Project | General contractor<br>Shoreline Landscaping | |
| Contractor/subcontractor | Phone number | Contract or grant name and number | |
| Address | City | State | ZIP code |
| Type of work | | | |

(Complete as described on solicitation documents.)

## Statement with respect to compliance and wages paid

I, Stephan McLafferty Owner do hereby state:

(Name of signatory party) (Title of owner or officer)

(1) That I pay or supervise the payment of the persons employed by Shoreline Landscaping on said contract; that during the payroll period commencing on the 20 day of October of the year 2025, and ending the 25 day of Octpber of the year 2025, there were 3 employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said Shoreline Landscaping (contractor or subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

### Description of legal deductions

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

**(a) Where fringe benefits are paid to any approved plans, funds or programs –**

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

**(b) Where fringe benefits are paid in cash to all employees –**

☒ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

**Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.**

**(c) Exceptions**

| Employee name | Classification/occupation | Explanation |
|---|---|---|
| | | |
| | | |
| | | |

**(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)**

| Program title, classification title or individual employees | Health/ welfare | Vacation/ holiday | Apprenticeship training | Pension | Other, include title |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
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| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |

**(e) Benefit program information (must be completed if 4(a) is checked)**

| Name and address of fringe benefit fund, plan or program administrator | Benefit account number | Third-party trustee and/or contact person | Telephone number |
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

| Name and title of owner or officer | Signature |
|---|---|
| Stephan McLafferty Owner | Stephan McLafferty |

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

**Note:** For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

12/2008

# Minnesota Department of Transportation Prevailing Wage Payroll Report

| | | | |
|---|---|---|---|
| Contractor Name | | Prime Contractor Name | Shoreline Landscaping |
| Address and Telephone # | | Address & Telephone # | 651-257-2655 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| State Project / Contract Number | | Pay Period End Date | 11/1/25 | Project Location | Carey Lake Hibbing, MN | Payroll # | 4 |

| (1) Employee Name, Address and Last Four Digits of Social Security Number | (2) # of Exemptions | (3) Labor Code and Classification Title | (4) OT & ST | (5) Day of Week (M, T, W, R, F, S, Su) & Date (xx/xx) Hours Worked Each Day 10/26 | 10/27 | 10/28 | 10/29 | 10/30 | 10/31 | 11/1 | (6) Total Hours This Job | (7) Hourly Rates of Pay | (8) Gross Amount Earned This Job | (9) Gross Amount Earned This Pay Period | (10) Deductions FICA | Federal Tax | State Tax | Other (Specify) | Other (Specify) | Total Deductions | (11) Total Net Wages Paid |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sebastian McLafferty | 0 | | OT | | 1.64 | 3.45 | | | | | 5.09 | 78.00 | 2305.34 | 5281.17 | 383.35 | 828.80 | 302.57 | | | 1514.72 | 3766.45 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 4.30 | 3.30 | | 31.60 | 60.39 | | | | | | | | | |
| Trevor Johnson | 0 | | OT | | 3.00 | 3.45 | 2.00 | | | | 8.45 | 78.00 | 2374.78 | 5165.24 | 374.48 | 761.28 | 309.17 | | | 1444.93 | 3720.31 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 1.81 | 2.60 | | 28.41 | 60.39 | | | | | | | | | |
| Emmanual Hernandez | 0 | | OT | | 2.45 | 2.60 | 2.00 | | | | 7.05 | 78.00 | 2266.18 | 4800.16 | 346.55 | 674.10 | 280.51 | | | 1301.16 | 3499.00 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 1.88 | 2.54 | | 28.42 | 60.39 | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
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# Statement of compliance – Minnesota Department of Labor and Industry

| | | | |
|---|---|---|---|
| Report number<br>2 | State project name and location<br>Carey Lake Campground Phase 2 Hibbing MN | Date<br>11/03/2025 | |
| Contracting authority | Project | General contractor<br>Shoreline Landscaping | |
| Contractor/subcontractor | Phone number | Contract or grant name and number | |
| Address | City | State | ZIP code |
| Type of work | | | |

(Complete as described on solicitation documents.)

## Statement with respect to compliance and wages paid

I, Stephan McLafferty (Name of signatory party) Owner (Title of owner or officer) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Shoreline Landscaping on said contract; that during the payroll period commencing on the 27 day of October of the year 2025, and ending the 3 day of November of the year 2025, there were 3 employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said Shoreline Landscaping (contractor or subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

### Description of legal deductions

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

**(a) Where fringe benefits are paid to any approved plans, funds or programs –**

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

**(b) Where fringe benefits are paid in cash to all employees –**

☒ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

**Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.**

**(c) Exceptions**

| Employee name | Classification/occupation | Explanation |
|---|---|---|
| | | |
| | | |
| | | |

**(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)**

| Program title, classification title or individual employees | Health/ welfare | Vacation/ holiday | Apprenticeship training | Pension | Other, include title |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
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| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |

**(e) Benefit program information (must be completed if 4(a) is checked)**

| Name and address of fringe benefit fund, plan or program administrator | Benefit account number | Third-party trustee and/or contact person | Telephone number |
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

| Name and title of owner or officer | Signature |
|---|---|
| Stephan McLafferty Owner | Stephan McLafferty |

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

**Note:** For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

# Minnesota Department of Transportation Prevailing Wage Payroll Report

| | | | |
|---|---|---|---|
| Contractor Name | | Prime Contractor Name | Shoreline Landscaping |
| Address and Telephone # | | Address & Telephone # | 651-257-2655 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| State Project / Contract Number | | Pay Period End Date | 11/8/25 | Project Location | Carey Lake Hibbing, MN | Payroll # | 5 |

| (1) | (2) | (3) | (4) | (5) Day of Week (M, T, W, R, F, S, Su) & Date (xx/xx) | | | | | | | (6) | (7) | (8) | (9) | (10) Deductions | | | | | | (11) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Employee Name, Address and Last Four Digits of Social Security Number | # of Exemptions | Labor Code and Classification Title | OT & ST | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | Total Hours This Job | Hourly Rates of Pay | Gross Amount Earned This Job | Gross Amount Earned This Pay Period | FICA | Federal Tax | State Tax | Other (Specify) | Other (Specify) | Total Deductions | Total Net Wages Paid |
| | | | | Hours Worked Each Day | | | | | | | | | | | | | | | | | |
| Sebastian McLafferty | 0 | | OT | | 1.70 | 2.00 | 2.60 | 1.00 | | | 7.30 | 78.00 | 2501.88 | 5281.17 | 383.35 | 828.80 | 302.57 | | | 1514.72 | 3766.45 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | | | 32.00 | 60.39 | | | | | | | | | |
| Trevor Johnson | 0 | | OT | | 1.40 | 1.13 | 2.80 | 1.00 | | | 6.33 | 78.00 | 2426.22 | 5165.24 | 374.48 | 761.28 | 309.17 | | | 1444.93 | 3720.31 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | | | 32.00 | 60.39 | | | | | | | | | |
| Emmanual Hernandez | 0 | | OT | | 0.75 | 1.00 | 1.50 | 1.00 | | | 4.25 | 78.00 | 2263.98 | 4800.16 | 346.55 | 674.10 | 280.51 | | | 1301.16 | 3499.00 |
| | | 101 | ST | | 8.00 | 8.00 | 8.00 | 8.00 | | | 32.00 | 60.39 | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |
| | | | OT | | | | | | | | | | | | | | | | | | |
| | | | ST | | | | | | | | | | | | | | | | | | |

# Statement of compliance – Minnesota Department of Labor and Industry

| | | | |
|---|---|---|---|
| Report number | State project name and location<br>Carey Lake Campground Phase 2 Hibbing MN | Date<br>11/12/2025 | |
| Contracting authority | Project | General contractor<br>Shoreline Landscaping | |
| Contractor/subcontractor | Phone number | Contract or grant name and number | |
| Address | City | State | ZIP code |
| Type of work | | | |

(Complete as described on solicitation documents.)

## Statement with respect to compliance and wages paid

I, Stephan McLafferty (Name of signatory party) Owner (Title of owner or officer) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Shoreline Landscaping on said contract; that during the payroll period commencing on the 2 day of November of the year 2025, and ending the 8 day of November of the year 2025, there were 3 employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said Shoreline Landscaping (contractor or subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

### Description of legal deductions

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

**(a) Where fringe benefits are paid to any approved plans, funds or programs –**

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

**(b) Where fringe benefits are paid in cash to all employees –**

☒ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

**Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.**

**(c) Exceptions**

| Employee name | Classification/occupation | Explanation |
|---|---|---|
| | | |
| | | |
| | | |

**(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)**

| Program title, classification title or individual employees | Health/ welfare | Vacation/ holiday | Apprenticeship training | Pension | Other, include title |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |

**(e) Benefit program information (must be completed if 4(a) is checked)**

| Name and address of fringe benefit fund, plan or program administrator | Benefit account number | Third-party trustee and/or contact person | Telephone number |
|---|---|---|---|
| | | | |
| | | | |
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| | | | |

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

| Name and title of owner or officer | Signature |
|---|---|
| Stephan McLafferty Owner | Stephan McLafferty |

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

**Note:** For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

**Strategic Initiative**

**Owner of Agenda Item**

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

**Introduction/Background/Justification/Key Issues/Legal**

Accept and approve the final pay application for the city hall project and issue final payment. The overall project cost was $1,744,939. This is $216,818 under the approved amount for the project. With that savings, I would propose keeping that savings within city hall capital funding and applying it to clock tower repairs in the future and use that as a match for grant funding.

**Board/Commission/Committee Actions(s):**

**Budgetary/Fiscal Impact**

Overall project budget through completion $1,744,939

**Action Requested**

**Attachments**

1. October Pay Application
2. Overall Budget Summary 11-7-2025

HAWK CONSTRUCTION, INC.

1833 W US Hwy. 2
Grand Rapids, MN 55774

2183270069

HAWK CONSTRUCTION inc.
*Commercial Building Contractor*

# Invoice

| Date | Invoice # |
|---|---|
| 10/15/2025 | 25-0156 |

| Bill To |
|---|
| 25-2446 Hibbing City Hall<br>ICS<br>Attn: Brandon Miller |

| P.O. No. | Terms | Project # |
|---|---|---|
| | Net 15 | 25-2446 |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 1 | Retainage connected to 25-0111 | 1,557.50 | 1,557.50 |

| | |
|---|---|
| **Total** | $1,557.50 |

DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

| | |
|---|---|
| Confirmation Number: | 0-187-321-824 |
| Submitted Date and Time: | 15-Oct-2025 10:03:16 AM |
| Legal Name: | HAWK CONSTRUCTION INC |
| Federal Employer ID: | 41-1914779 |
| User Who Submitted: | DougHanson1 |
| Type of Request Submitted: | Contractor Affidavit |

## Affidavit Summary

| | |
|---|---|
| **Affidavit Number:** | **440971264** |
| Minnesota ID: | 3850792 |
| Project Owner: | CITY OF HIBBING |
| Project Number: | 22114.00 |
| Project Begin Date: | 12-Jun-2025 |
| Project End Date: | 18-Jul-2025 |
| Project Location: | HIBBING CITY HALL, 401 EAST 21ST STREET, HIBBING, MN 55746 |
| Project Amount: | $31,150.00 |
| Subcontractors: | No Subcontractors |

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please print this page for your records using the print or save functionality built into your browser.

# Hibbing City Hall

**Independent School District #**

**ICS Project # S22076**

**Date Printed** **11/7/2025**

## OVERALL PROJECT SUMMARY

| FUNDING: | ORIGINAL BUDGET | ADJUSTMENTS | REVISED BUDGET WITH ADJUSTMENTS | COST TO DATE | PENDING COSTS / ADJUSTMENTS | BUDGETED COST TO COMPLETE |
|---|---|---|---|---|---|---|
| **1 FUNDING SOURCE(S)** | | | | | | |
| 1.01 Capital | $ 1,752,700 | $ 209,056 | $ 1,961,756 | $ - | $ - | $ 1,961,756 |
| **TOTAL REVENUE:** | **$ 1,752,700** | **$ 209,056** | **$ 1,961,756** | **$ -** | **$ -** | **$ 1,961,756** |
| **COSTS:** | | | | | | |
| **2 PERMITS / OWNER COSTS / OFF SITE COSTS** | | | | | | |
| 2.01 Building Plan Review | $ 5,500 | $ (3,344) | $ 2,156 | $ 2,156 | $ - | $ (0) |
| 2.06 Building Permit | $ 9,000 | $ (1,491) | $ 7,509 | $ 7,509 | $ - | $ (0) |
| **SUBTOTAL:** | **$ 14,500** | **$ (4,835)** | **$ 9,665** | **$ 9,666** | **$ -** | **$ (1)** |
| **3 FEES / SERVICES / BUDGETS** | | | | | | |
| 3.03 Design Consultant Fees | $ 219,088 | $ - | $ 219,088 | $ 219,088 | $ - | $ - |
| 3.05 Design Consultant - Reimbursable | $ 2,000 | $ 3,965 | $ 5,965 | $ 5,965 | $ - | $ (0) |
| 3.08 Site Services | $ - | $ 33,040 | $ 33,040 | $ 33,040 | $ - | $ - |
| 3.09 General Conditions | $ 56,045 | $ (49,846) | $ 6,199 | $ 6,199 | $ - | $ 0 |
| **SUBTOTAL:** | **$ 277,133** | **$ (12,841)** | **$ 264,292** | **$ 264,292** | **$ -** | **$ (0)** |
| **4 FURNITURE / EQUIPMENT / TECHNOLOGY** | | | | | | |
| **SUBTOTAL:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **5 CONSTRUCTION COSTS** | | | | | | |
| 5.02 A.G. O'Brien Plumbing and Heating | $ 283,113 | $ 25,286 | $ 308,399 | $ 308,399 | $ - | $ - |
| 5.03 Hart Electric | $ 17,500 | $ 5,105 | $ 22,605 | $ 22,605 | $ - | $ - |
| 5.04 Mesabi Glass | $ 30,024 | $ - | $ 30,024 | $ 30,024 | $ - | $ - |
| 5.05 Nelson Roofing | $ 164,957 | $ 6,248 | $ 171,205 | $ 171,205 | $ - | $ - |
| 5.06 Advanced Masonry Restoration | $ 909,000 | $ (56,453) | $ 852,547 | $ 852,547 | $ - | $ - |
| 5.07 Lumichron | $ 55,052 | $ - | $ 55,052 | $ 55,052 | $ - | $ - |
| 5.08 Hawk Construction | $ 95,028 | $ (63,878) | $ 31,150 | $ 31,150 | $ - | $ (0) |
| **SUBTOTAL:** | **$ 1,554,673** | **$ (83,692)** | **$ 1,470,981** | **$ 1,470,981** | **$ -** | **$ (0)** |
| **6 CONSTRUCTION CONTINGENCY** | | | | | | |
| 6.01 Contingency | $ 70,000 | $ (70,000) | $ 0 | $ - | $ - | $ 0 |
| 6.02 Restoration Contingency | $ 45,450 | $ (45,450) | $ - | $ - | $ - | $ - |
| **SUBTOTAL:** | **$ 115,450** | **$ (115,450)** | **$ 0** | **$ -** | **$ -** | **$ 0** |
| **TOTAL COSTS:** | **$ 1,961,756** | **$ (216,818)** | **$ 1,744,938** | **$ 1,744,939** | **$ -** | **$ (0)** |

| | |
|---|---|
| **OVERALL PROJECT BALANCE:** | **$ 216,818** |

# 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**

Approval

**Description of Agenda Item**

Kitzville Lift Station Rehabilitation. New VFD pumps, new piping, and a new control panel

**Strategic Initiative**

This was the next lift station on our rehabilitation schedule

**Owner of Agenda Item**

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

**Introduction/Background/Justification/Key Issues/Legal**

This was the next lift station on our rehabilitation schedule

**Board/Commission/Committee Actions(s):**

None

**Budgetary/Fiscal Impact**

Budgeted $145,000 for this rebuild

**Action Requested**

Approvel

**Attachments**

1. DOC111725

**ELECTRIC PUMP**

| INVOICE | | |
|---|---|---|
| **DATE** | **NUMBER** | **PAGE** |
| 11/11/2025 | 035091 | 1 of 2 |

**REMIT PAYMENT TO:**
4280 E 14TH ST
DES MOINES, IA 50313

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

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

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

| CUSTOMER REF/PO# | JOB # | JOB TITLE | SLP | SHIPPING TYPE | TERMS |
|---|---|---|---|---|---|
| VERBAL JIM | 0504910 | KITZVILLE LS, CONTROL PANEL | ATT/TR | BEST WAY | NET 30 |

| QUANTITY | | UM | PART NO. | DESCRIPTION |
|---|---|---|---|---|
| B/O | Ship | | | |
| 0.00 | 1.00 | EA | E2334173-R3 | DUPLEX CONTROL PANEL |
| 0.00 | 2.00 | EA | 31530951076 | FLYGT,PUMP,NON-CLOG<br>NP463-4 15/208/3 50'(16) FM+ FLS FV<br>FLYGT MODEL 3153.095 WITH NP463 HARD IRON IMPELLER & WEAR PLATE, 4"DISCH, 15/208/3 EX PROOF MOTOR, 50' POWER CABLE |
| 0.00 | 2.00 | EA | 1400000407129 | FLYGT,MINI-CASII<br>/FUS 120/24VAC 24VDC |
| 0.00 | 2.00 | EA | 5401305 | FLYGT,CONNECTION DISCHARGE<br>4X4IN CI |
| 0.00 | 1.00 | EA | DISCH PIPING | & GASKETS/HARDWARE |
| 0.00 | 1.00 | EA | MISC | INSTALLATION MATERIALS |
| 0.00 | 1.00 | EA | 8482400 | FLYGT,MODULE VFD<br>NEXICON FPM 611 |
| 0.00 | 1.00 | EA | 8484300 | FLYGT,MODULE<br>NEXICON BACKPLANE SUPPLY XBS 251 |
| 0.00 | 1.00 | EA | 8482100 | FLYGT,MANAGER APPLICATION<br>NEXICON XAM 912 |
| 0.00 | 1.00 | EA | 8482400 | FLYGT,MODULE VFD<br>NEXICON FPM 611 |
| 0.00 | 1.00 | EA | 8484200 | FLYGT,BACKPLANE<br>NEXICON XBP 251 |
| 0.00 | 1.00 | EA | TRA6927M3PWN-001 | STUD MOUNT PHANTOM ANTENNA |
| 0.00 | 1.00 | EA | M853 | MISSION,ALARM SYSTEM |

| INVOICE | | |
|---|---|---|
| **DATE** | **NUMBER** | **PAGE** |
| 11/11/2025 | 035091 | 2 of 2 |

| QUANTITY | | UM | PART NO. | DESCRIPTION |
|---|---|---|---|---|
| B/O | Ship | | | |
| | | | | WIRELESS REAL-TIME WITH STREAMING DATA<br>FLATPAK ENCLOSURE |
| 0.00 | 1.00 | EA | SW550 | MISSION,ACCOUNT/WEBSITE SETUP |
| 0.00 | 1.00 | EA | SP850-12 | MISSION,SERVICE PACKAGE<br>MYDRO 850 SERIES - 1 YEAR |
| 0.00 | 1.00 | EA | 549014-2802 | APG,PRESSURE,TRANSMITTER<br>549014-2802<br>PT-500C-5-PSIG-L1-P39-50PT-500C-5-PSI-G-L1-E0-P39-50-N0-B 84-AC1APG PT-500 SUBMERSIBLE TRANSMITTER 0-5 PSI GAGE 4/20 MA 1/2 IN NPT MALE FOR CONDUIT FOR CABLE 1 1/2 IN SANITARY WITH CAGE 50FT PVC VENTED 22 AWG BLACK +/- 0.25% BFSL LABEL: ELECTRIC PUMP INCLUDED: DESICCANT CARTRIDGE CLASS I DIV 1 GROUPS C D/CLASS I ZONE 0 GROUP IIB EX IA IIB T4 |
| 0.00 | 2.00 | EA | GSI40NO | ANCHOR SCIENTIFIC,FLOAT<br>SUSPENDED MODEL G ECO 40FT N/O (NON MERCURY) |
| 0.00 | 18.75 | HR | TRAVEL | TRIP CHARGE |
| 0.00 | 940.00 | EA | MILEAGE | SERVICE TECH MILEAGE |
| 0.00 | 21.00 | HR | STARTUPPL | PUMP START UP |
| 0.00 | 8.50 | HR | STARTUPCL | CONTROLS START UP |
| 0.00 | 1.00 | EA | FR | FREIGHT INCLUDED<br>FREIGHT CHARGES |

***A 1.5% late charge will be added to accounts over 30 days.**

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

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

| | |
|---|---|
| **SUBTOTAL:** | $135,014.95 |
| **TAX:** | $0.00 |
| **TOTAL:** | $135,014.95 |

EP
ELECTRIC PUMP

4280 East 14th Street Des Moines, Iowa 50313
Phone – 800-383-7867 Fax – 515-265-8079

201 4th Avenue South West New Prague, MN 56071
Phone – 800-211-6432 Fax – 952-758-7778
www.electricpump.com

☒ START-UP REPORT

FLYGT REPRESENTATIVE: ELECTRIC PUMP, INC.

JOB NAME: City of Hibbing
JOBSITE ADDRESS: 421 First St
OWNER CONTACT: Chris Beel PHONE: (218) 969-6530
CONTRACTOR: PHONE:
WORK PERFORMED BY: Jim and Pikal DATE: 10-1-25

#1 ☐
PUMP MODEL: 3153.095-1076 S/N: 2510114 HP: 15
IMPELLER: 463 VOLTS 208 PHASE: 3 FLA: 43

#2 ☐
PUMP MODEL: 3153.095-1076 S/N: 2510115 HP: 15
IMPELLER: 463 VOLTS 208 PHASE: 3 FLA: 43

#3 ☐
PUMP MODEL: S/N: HP:
IMPELLER: VOLTS PHASE: FLA:

#4 ☐
PUMP MODEL: S/N: HP:
IMPELLER: VOLTS PHASE: FLA:

HOUR METER READING: #1 #2 #3 #4

**STATION**
STATION LAYOUT: Duplex TYPE OF LIQUID: WW
DEBRIS IN BOTTOM OF STATION?: ☐ YES ☑ NO
DISCHARGE ELBOW LEVEL?: ☑ YES ☐ NO
BOLTS TIGHT?: ☑ YES ☐ NO
PROPER CLEARANCE UNDER PUMP INLET? ☑ YES ☐ NO
GUIDE BARS VERTICAL?: ☑ YES ☐ NO

**CONTROL**
MANUFACTURER: Pump Con MODEL: S/N: E2334173-01
SHORT CIRCUIT PROTECTION: PowerPact TYPE: Breaker
NUMBER: HDL36070 RATING: 70
STARTER MANUFACTURER: Schnieder SIZE: ATV63D
OVERLOAD MANUFACTURER VFD TYPE
NUMBER: RATING:
CONTROL TRANSFORMER VOLTAGE IN: 210 VOLTAGE OUT:
ALL CONNECTIONS TIGHT? ☑ YES ☐ NO
EVIDENCE OF WATER OR HIGH HUMIDITY IN PANEL?: ☐ YES ☑ NO

## CABLE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CONDITION OF CABLE JACKET: | #1 | New | #2 | New | #3 | | #4 |
| RESISTANCE OF GROUND WIRE BETWEEN PANEL & PUMP: | #1 | | #2 | | #3 | | #4 |

| | | | | | | |
|---|---|---|---|---|---|---|
| FACTORY SPECS FOR RESISTANCE: | #1 RW | | WB | | BR | |
| | #2 RW | | WB | | BR | |
| | #3 RW | | WB | | BR | |
| | #4 RW | | WB | | BR | |
| RESISTANCE CABLE & MOTOR: | #1 RW | .3 | WB | .3 | BR | .3 |
| | #2 RW | .5 | WB | .4 | BR | .4 |
| | #3 RW | | WB | | BR | |
| | #4 RW | | WB | | BR | |
| MEG OHM OF INSULATION: | #1 RG | Infinite | WG | Infinite | BG | Infinite |
| | #2 RG | Infinite | WG | Infinite | BG | Infinite |
| | #3 RG | | WG | | BG | |
| | #4 RG | | WG | | BG | |

## ELECTRICAL READINGS

SINGLE PHASE: VOLTAGE SUPPLY AT PANEL LINE CONNECTION

#1 PUMP OFF: PUMP ON:

#2 PUMP OFF: PUMP ON:

START CAP VALUE: RAN CAP VALUE RELAY PART #:

AMPERAGE AT PANEL ENTRANCE:

PUMP ON #1: PUMP ON #2 BOTH ON: /

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| THREE PHASE: | VOLTAGE SUPPLY<br>#1 PUMP OFF: | RW | 211 | WB | 212 | BR | 211 |
| | #1 PUMP ON: | RW | 210 | WB | 210 | BR | 210 |
| | #2 PUMP OFF: | RW | 211 | WB | 212 | BR | 211 |
| | #2 PUMP ON: | RW | 209 | WB | 210 | BR | 209 |
| | #3 PUMP OFF: | RW | | WB | | BR | |
| | #3 PUMP ON: | RW | | WB | | BR | |
| | #4 PUMP OFF: | RW | | WB | | BR | |
| | #4 PUMP ON: | RW | | WB | | BR | |
| VOLTAGE TWO PUMPS ON: | | RW | 207 | WB | 208 | BR | 208 |
| VOLTAGE THREE PUMPS ON: | | RW | | WB | | BR | |
| VOLTAGE FOUR PUMPS ON: | | RW | | WB | | BR | |
| AMPERAGE: PUMPS ON | #1: | R | | W | | B | 40.4 per VFD |
| | #2: | R | | W | | B | 40.3 per VFD |
| | #3: | R | | W | | B | |
| | #4: | R | | W | | B | |

## PUMP END

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| IMPELLER TURNS FREELY? | #1 | Yes | #2 | Yes | #3 | | #4 | |
| DIRECTION OF ROTATION (CW/CCW) | #1 | CW | #2 | CW | #3 | | #4 | |
| CONDITION OF OIL: | #1 | New | #2 | New | #3 | | #4 | |
| STATOR HOUSING DRY? | #1 | Yes | #2 | Yes | #3 | | #4 | |
| CHECK ALL BOLTS & SCREWS? | #1 | Good | #2 | Good | #3 | | #4 | |

## PUMP MOTOR SENSORS

USE ONLY 1-1/2 VOLT MAX. OHM METER ONLY. OTHER METHOD WILL CAUSE DAMAGE.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| THERMAL SENSOR RESISTANCE: (MAX 1 OHM) | #1 | | #2 | | #3 | | #4 | |
| LEAKAGE SENSOR RESISTANCE: (MAX 1500 OHM) | #1 | 1209 | #2 | 1210 | #3 | | #4 | |
| BEARING SENSOR RESISTANCE: (MAX 108 OHM) | #1 | | #2 | | #3 | | #4 | |

DISCONNECT LEADS FROM CONTROL. DOES PUMP SHUT OFF?: ☑ YES ☐ NO

## LIQUID LEVEL SENSOR

TYPE OF SENSOR: Transducer (2 float back up)

INSTALLED AWAY FROM TURBULENCE? ☑ YES ☐ NO

(IF APPLICABLE)

TIP LOWEST ALARM UP. WHAT HAPPENS? ____ (LOW LEVEL ALARM)

TIP LOWER UP. WHAT HAPPENS? ____ (ALL PUMPS OFF)

TIP SECOND UP. WHAT HAPPENS? ____ (ONE PUMP ON)

TIP THIRD UP. WHAT HAPPENS? ____ (SECOND PUMP ON OR ALARM)

TIP FOURTH UP. WHAT HAPPENS? ____ (HIGH LEVEL ALARM ON)

DOES LIQUID DROP BELOW VOLUTE TOP? ☐ YES ☑ NO

MANUFACTURER AND MODEL OF LEVEL CONTROL: Pressure Style

## FINAL CHECK

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PUMP SEATED PROPERLY? | #1 | Yes | #2 | Yes | #3 | | #4 | |
| CHECK FOR LEAKS? | #1 | None | #2 | None | #3 | | #4 | |
| VIBRATION?: | #1 | None | #2 | None | #3 | | #4 | |
| CHECK VALVE OPERATIONAL? | #1 | Yes | #2 | Yes | #3 | | #4 | |

I AGREE WITH THE ABOVE INFORMATION:

SIGNATURE: Chris Beel

DATE: 9-30-25

PRINT NAME: Chris Beel

REPRESENTING: City of Hibbing

I CERTIFY THIS REPORT TO BE ACCURATE:

FLYGT REPRESENTATIVE: ELECTRIC PUMP, INC

TECH SIGNATURE: Jim Fitzpatrick

DATE: 9-30-25

TECH PRINT NAME: Jim Fitzpatrick

COMMENTS:

WAS TRAINING COMPLETED AT TIME OF STARTUP? ☑ YES ☐ NO

IF SO, COMPLETE NEXT PAGE.

# TRAINING SIGN-IN SHEET

JOB NAME:

DATE:

| NAME: | COMPANY: |
|---|---|