



HIBBING CITY COUNCIL
Reorganization and Regular Meeting
Wednesday, January 7, 2026
5:00 PM

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

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

Members may participate through remote technology

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

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

VI. REORGANIZATION MEETING:

1. Mayor Hyduke to designate Acting Mayor for 2026 to act in the absence of the Mayor when he is not able to be present to perform his duties
2. Designate the Mesabi Daily News as the newspaper for City Business for 2026
3. Designate Depositories for 2026: Park State Bank, US Bank, Wells Fargo Bank, Security State Bank, National Bank of Commerce, 4M Fund, Wells Fargo Advisors, US Bank Investment Services, Inc., Wells Fargo Investment Services, Pershing Advisor Solutions, Ehlers Investment Services, and Moreton Capital Markets
4. Approve the respective depositories designated safekeeping entities
5. Designate Andy Borland of Sellman Borland and Simon Law Offices as the City of Hibbing's Attorney for 2026
6. Set the Mayor's Contingency Fund for 2025 at \$5,000 as set forth by State Law
7. Appointments of Councilors to City Boards and Commissions
 - o Safety Committee

- Insurance Committee
 - Council Representative to Chisholm Hibbing Airport Authority
 - Council Representatives to Hibbing Economic Development Authority
 - Council Representative to Hibbing Public Utilities Commission
8. Appoint the Mayor and City Engineer as the City's Weed Inspector and Assistant Weed Inspector for 2026, as set forth by State Law
 9. City Clerk's Appointment of Sheena Mulner as the Deputy Clerk for 2026
 10. Treasurer's Appointment of Erin Schirmer as the Deputy Treasurer for 2026
 11. Set bond for the City Administrator, City Clerk/Deputy Administrator, and Treasurer/Finance Director, for 2026 at \$500,000
 12. Set the Regular Meetings of the Hibbing City Council for the 1st and 3rd Wednesdays of each month in the City Hall Council Chamber, with exceptions due to scheduling conflicts
 13. Set the Workshop Meetings of the Hibbing City Council following the Regular City Council Meetings which will be held on the 1st and 3rd Wednesdays of each month in the City Hall Council Chamber, with exceptions due to scheduling conflicts
 14. Designate the 2026 appointments to the Northeast Minnesota Emergency Communications Board (ECB) and Northeast Regional Advisory Committee (RAC)
 - Regional Advisory Committee:
 - Fire Chief Erik Jankila - Primary
 - Captain/EMS Director Kristi McCormick - Alternate
 - Emergency Communications Board (ECB)
 - James Bayliss - Primary
 - Fire Chief Erik Jankila - Alternate
 - Radio Users Committee Appointment
 - Captain/EMS Director Kristi McCormick- Primary
 - Commander Tim Stauty - Alternate
 - Owner & Operators Committee
 - Commander Tim Stauty - Primary
 - Deputy Chief Tyler Schwerzler - Alternate

VII. CONSENT AGENDA:

1. Approve Accounts Payable dated December 23, 2025, checks numbered 181725-181789 in the amount of \$1,242,441.66 and drafts \$50,340.61 for a total of \$1,292,782.27
2. Approve Accounts Payable dated December 31, 2025, checks numbered 181790-181838 in the amount of \$327,455.63 and drafts \$33,639.69 for a total of

\$361,095.32

3. PLACEHOLDER: Approve Accounts Payable dated January 7, 2026
4. Approve City Payroll for the pay period ending December 12, 2025 in the amount of \$657,856.89
5. Approve City Payroll for the pay period ending December 26, 2025 in the amount of \$646,697.71
6. Authorize Mayor to sign a letter of support RE: Participation in the Arrowhead Regional Development Commission's Brownfield Assessment Coalition and Support for the FY2026 Application for a U.S. EPA Brownfields Assessment Grant
7. Authorize the Mayor and City Clerk to sign the updated Mutual Aid Agreement with the City of Cook
8. Authorize the Mayor and City Clerk to sign the Mutual Aid Agreement with the Floodwood EMS
9. Authorize the Mayor to sign the Service Agreement with North Memorial Health Care
10. Authorize the Mayor to sign the Life Link III Alr Medical Collaboration Agreement
11. Authorize the Mayor to sign a Letter of Support for Mesabi Metallica
12. Approve Resolution No. 26-01-03 Approving Labor Agreement, and Memorandums of Understanding between the City of Hibbing and IAFF Firefighters, Local 173.
13. Authorize the Mayor to sign the Agreement between the City of Hibbing and ESI Employee Assistance Group in the amount of \$3,700 for the 2026 Total Care & Public Safety Employee Assistance Program services.
14. Authorize the hire of Kristen Kenjalo for the Temporary Recreation Instructor position pending pre-employment contingencies.
15. Authorize the creation and posting of one Full-Time Recreation Programmer position.
16. Approve the hire of Robert Kobal for the Full-Time Public Works Foreman position effective January 10, 2026.
17. Approve the modified position classifications and grades effective January 1, 2026.
18. Approve the elimination of one Full-Time Skilled Labor Position.
19. Approve the creation and posting of one Full-Time Equipment Operator I position.
20. Offer RESOLUTION NO. 26-01-04 accepting the donation of \$5,000 from the Blandin Foundation towards programming. \$2500 will go towards programming at the Hibbing Public Library and \$2500 will go towards Parks & Recreation

programming.

21. Offer RESOLUTION NO. 26-01-05 ACCEPTING \$357,107.86 AWARD FROM THE OFFICE OF EMERGENCY MEDICAL SERVICES
22. Authorize the Mayor to sign the Environmental Assessment Determination and Compliance finding as required under 24 CFR Part 58 for Cobb Cook. The Mayor's signature certifies that the City of Hibbing has reviewed the Environmental Assessment, agrees with its findings, and authorizes submission of the environmental review to HUD as part of the Section 18 application process for Haven Courts.
23. Approve the hire of Cory Nelson for the Full-Time Equipment Operator I position pending pre-employment contingencies.
24. Place a hold on one Full-Time Automatic Truck Driver position.
25. Place a hold on two Full-Time Skilled Labor positions.
26. Approve the Raffle Permit Application Request of the American Legion Post 452 to hold Bingo on January 24, 2026 at the National Guard Armory
Raffle Permit #26-01-01
27. Approve the Raffle Permit Application Request of the Hibbing JO Volleyball to hold its raffle on February 22, 2026 at the Hibbing High School
Raffle Permit #26-01-02
28. Approve the Raffle Permit Application Request of the Disabled American Veterans Auxiliary Russo Golob to hold Bingo at the Elk's Hibbing Lodge on February 5, 12, 19, & 26, 2026
Raffle Permit #26-01-03
29. Approve the Raffle Permit Application Request of Hibbing Little League Inc to hold their raffle on Tuesday, July 28, 2026 at the Hibbing Little League Field
Raffle Permit #26-01-04
30. Approve the Raffle Permit Application Request of the Minnesota Forest Zone Trappers Association to hold their raffle on Wednesday, October 14, 2026 at the Hibbing Memorial Building
Raffle Permit #25-01-05
31. Approve the Temporary On-Sale Liquor License of the Keewatin American Legion Post 452 on January 24, 2026 at the National Guard Armory
32. Approve the Temporary On-Sale Liquor License of the Keewatin American Legion to dispense alcohol on March 21, 2026 at the Hibbing Memorial building
33. Approve the Special Event Permit Application of the Hibbing Police Department to hold the Polar Plunge on March 21, 2026 at Carey Lake
34. Approve the Special Event Permit Application of Victory Christian Academy to hold

their 5k on Saturday, April 25, 2026 in Hibbing

35. Set the next Hibbing City Council Meeting for Wednesday, January 21, 2026 at 5:00 p.m. in the City Hall Council Chamber
36. Set the next Hibbing City Council Workshop Meeting for Wednesday, January 21, 2026 following the Regular Council Meeting at 5:00 p.m. in the City Council Chamber
37. Approve the Special Event Permit Application of Washington Early Learning Center to hold In Your Neighborhood in Bryan Park on February 23, 2026

VIII. PUBLIC FORUM:

1. Light After Loss

IX. MAYOR AND COUNCIL REPORTS:

1. Mayor Hyduke: Update from the Closed Session of December 17, 2025

X. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. Approve the release of the request for proposals for expansion of the abandoned farmstead wetland bank in the city of Hibbing.

2. City Services Director Nick Arola

- a. Approve the professional services agreement with Widseth for the Hibbing Public Library Tech Center and Restrooms Renovation.

3. City Attorney Andy Borland

- a. Offer RESOLUTION NO. 25-01-06 ORDERING THE REMOVAL OF A HAZARDOUS CONDITION LOCATED AT LOTS 17, 18, AND 19, BLOCK 7 SUNNYSIDE
- b. Offer RESOLUTION NO. 26-01-07 ORDERING THE REMOVAL OF A HAZARDOUS CONDITION LOCATED AT LOTS 4 AND 5, BLOCK 7, KITZVILLE
- c. Approve Ordinance No. XXX, 2nd Series AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" , BY REVISING SECTIO 10.22 'CAT REGULATION'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.
- d. Approve Ordinance No. XXX, 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.

4. City Administrator Greg Pruszinske

- a. City Administrator's Report

XI. BIDS AND QUOTES:

1. Fleet Manager Joe McKenney

- a. Approve the Sourcewell quote to Sanitation Products for the Falcon Road Patch Trailer in the amount of \$44,034.00
- b. Approve the quote from Towmaster Truck Equipment for the Skid Water Tank Unit for the Plow Truck in the amount of \$46,161.00

XII. ADJOURNMENT:

XIII. CLOSED SESSION: FOR THE PURPOSE OF REAL PROPERTY PARCELS 139-0180-02570 PURSUANT TO MN ST SECTION 13D.05SUB.3(C3)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'BETTY KILEN';' I-JON KILEN 12/11/25	','REFUND'	R	12/31/2025		149.79CR	181790	149.79
1	'CAROL MEYER';' I-C MEYER 12/10/25	','REFUND'	R	12/31/2025		30.00CR	181791	30.00
1	'CONNIE MOSTAD';' I-C MOSTAD 12/10/25	','REFUND'	R	12/31/2025		66.57CR	181792	66.57
1	'DIANE WILSON';' I-W WILSON 12/11/25	','REFUND'	R	12/31/2025		206.43CR	181793	206.43
1	'GERRI GRELL';' I-G GRELL 12/12/25	','REFUND'	R	12/31/2025		121.08CR	181794	121.08
1	'LARRY ALBRECHT';' I-ALBRECHT 12/12/25	','REFUND'	R	12/31/2025		57.59CR	181795	57.59
1	'LINDA FISCHER';' I-L FISCHER 12/11/25	','REFUND'	R	12/31/2025		140.65CR	181796	140.65
1	'RICHARD HAGEN';' I-R HAGEN 12/11/25	','REFUND'	R	12/31/2025		100.00CR	181797	100.00
1	'THOMAS BOBICH';' I-T BOBICH 12/5/25	','REFUND'	R	12/31/2025		59.22CR	181798	59.22
005549	ACM LLC I-PAY APP#5 FINAL	PAY APP#5 FINAL PICKLEBALL CTS	R	12/31/2025		15,085.31CR	181799	15,085.31
000658	AIRGAS USA, LLC I-5520608516	OXYGEN	R	12/31/2025		65.55CR	181800	65.55
005750	BARNUM GATE SERVICES I-46573	NEW GATE INSTALL/MINEVIEW	R	12/31/2025		18,842.50CR	181801	18,842.50
001744	BARR ENGINEERING 2 I-23692742.01-6	CAREY LK CAMPRND PH2 11/28/25	R	12/31/2025		3,001.00CR	181802	3,001.00
005782	BAY WEST LLC I-25S-006730	REGULATED WASTE REMOVAL FINAL	R	12/31/2025		86.50CR	181803	86.50

mmc 12/31/25 *CL#s 181790-181838*

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004037	BOUGALIS INC. I-8671	SEPT-NOV 25 MINEVIEW GATE PROJ	R	12/31/2025		19,875.00CR	181804	19,875.00
002495	BOUND TREE MEDICAL I-86021577	9' DISP BB STRAP HUNTER GREEN	R	12/31/2025		2.59CR	181805	2.59
005674	BRUNTON ARCHITECTS, LTD I-24475-1-014	FIXED FEE SVCS THRU 12/31/25	R	12/31/2025		14,885.46CR	181806	14,885.46
000046	CARQUEST AUTO PARTS I-5077-214456 I-5077-214461	HYDRAULIC FITTINGS/SYDR FITTIN CLR/MKR LAMP	R	12/31/2025 R 12/31/2025		302.19CR 14.00CR	181807 181807	316.19
002755	COMO OIL & PROPANE I-1519831340 I-1519922053 I-1520034035	365.50 PROPANE/PW WARM STOR 251.60 PROPANE/PW WARM STOR 156.00 PROPANE/PW WARM STOR	R	12/31/2025 R 12/31/2025 R 12/31/2025		615.53CR 427.71CR 270.06CR	181808 181808 181808	1,313.30
003611	CONSOLIDATED COMMUNICATIONS (FMR HICKORY TECH) I-5070521052/0 DEC25	ACT 507-052-1052/0 DEC 25	R	12/31/2025		9.96CR	181809	9.96
002706	DOMINOS PIZZA I-12/19/25	PIZZAS/LIBRARY/DEC LUNCH&LEARN	R	12/31/2025		53.66CR	181810	53.66
000233	ELECTRIC PUMP INC I-035870	WWTP BACKWASH PUMP REPAIR	R	12/31/2025		39,568.37CR	181811	39,568.37
001958	EQUIPMENT RENTAL COMPANY I-53848	TROUBLESHOOT/INSTALL/#A66005	R	12/31/2025		1,128.51CR	181812	1,128.51
000848	EXCEL BUSINESS SYSTEMS I-81259	MEM BLDG CLICKS/LEASE DEC 25	R	12/31/2025		241.75CR	181813	241.75
000033	FENA ADVERTISING I-COHMB102	PRES SENSITIVE AD VINYL	R	12/31/2025		89.76CR	181814	89.76
002922	FIRE SAFETY USA, INC I-250587 I-250595	BW CLIP SINGLE GAS DISPOSABLE 20 PPM CAL GAS/ZERO PPM CAL GA	R	12/31/2025 R 12/31/2025		321.85CR 1,125.90CR	181815 181815	1,447.75
002863	GARTNER REFRIGERATION COMPANY I-107288	HVAC W/ FILTER CHANGE/MEM BLDG	R	12/31/2025		3,310.00CR	181816	3,310.00

PACKET: 04004 Regular Payments 12/31/25

**** CHECK LISTING ****

VENDOR SET: 01
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001021	GRAINGER PARTS I-9747619022 I-9748217347	COMB PADLOCK AEROSOL DUSTER	R	12/31/2025		12.13CR 22.84CR	181817 181817	34.97
005009	INGRAM LIBRARY SERVICES I-92810651 I-92948796 I-92967796	BOOKS/LABELS/JACKETS/SPINE LAB BOOK/COVER/STAMP/THEFT BOOKS/LABELS/COVERS/STAMP	R	12/31/2025		1,013.97CR 26.80CR 253.45CR	181818 181818 181818	1,294.22
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN5014287 I-IN5018254	TONER CN/TONER BK ROLL,ADD MACH/TAPE/TABS/HIGHLI	R	12/31/2025		371.13CR 167.42CR	181819 181819	538.55
000285	L & L RENTALS INC I-214384	WHITE MARKING PAINT	R	12/31/2025		228.00CR	181820	228.00
000334	L & M FLEET SUPPLY I-HIB-01-10053540 I-HIB-02-10035875 I-HIB-03-10058465 I-HIB-03-10058897 I-HIB-03-10059168 I-HIB-04-10054241	KLEENEX/LYSOL WIPES/LAUNDRY SO 1/4HP UTILITY/SHOP DRAIN HEATER-CERAMIC BARREL SAFETY BOOTS/IAN COLLINS SPRING WATER 24PK BIGFOOT 18" SHOVEL	R	12/31/2025		141.54CR 103.54CR 56.98CR 142.49CR 7.39CR 12.34CR	181821 181821 181821 181821 181821 181821	464.28
002687	LHB INC I-250286.00-4	2025-2026 BRIDGE INSPECTIONS	R	12/31/2025		2,580.18CR	181822	2,580.18
000207	LVC COMPANIES (J.N. JOHNSON) I-186151	RECHARGE/ABC DRY CHEM/EXT SVC	R	12/31/2025		66.75CR	181823	66.75
001597	MESABI ANIMAL HOSPITAL, LLC I-250554	BLANCHE/GRACIE/SPRING/WILLOW	R	12/31/2025		723.00CR	181824	723.00
000339	METRO SALES INC I-INV2899473 I-INV2965301	EGOLD FAX/LIBR/9/21/25-9/20/26 IMC2000 LIBR COPIER DEC 25	R	12/31/2025		365.88CR 145.53CR	181825 181825	511.41
003847	MICROMARKETING LLC I-996640 I-996877	UNCD'S TPS & LPTPS	R	12/31/2025		63.73CR 57.56CR	181826 181826	121.29
003366	MN DEPT OF LABOR AND INDUSTRY I-ALR0184191X	2026 ELEVATOR ANN OPS/C HALL	R	12/31/2025		145.00CR	181827	145.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000267	MN LIFE INSURANCE COMPANY I-DEC 2025	DEC 2025 LIFE INSURANCE	R	12/31/2025		2,147.87CR	181828	2,147.87
000559	QUILL CORPORATION I-46942316 I-46943401	HM CPL 8.5X11/CUP FOAM/FILE FO HM CPL 8.5X11/SGEL BLK BRL BLU	R	12/31/2025 R 12/31/2025		205.96CR 309.49CR	181829 181829	515.45
005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D084294	INFLUENT & EFFLUENT 12/10/25	R	12/31/2025		132.51CR	181830	132.51
003452	RSF INDUSTRIES (RANGE STEEL FABRICATORS) I-12/30/25	HEDA LOAN/OKUMA LATHE/WELD SYS	R	12/31/2025		128,500.00CR	181831	128,500.00
002798	SCIENCE MUSEUM OF MINNESOTA I-INV1395	PAYMENT #3/FABRICATION REVIEW2	R	12/31/2025		62,500.00CR	181832	62,500.00
004033	SNAP VINYL SIGNS I-1893	DECALS FOR NEW PLOW TRUCKS	R	12/31/2025		330.00CR	181833	330.00
000514	ST LOUIS COUNTY AUDITOR I-IN-00012801	NOV 2025 OBLIGATIONS	R	12/31/2025		6,162.24CR	181834	6,162.24
003290	STERICYCLE, INC I-8012865797	REGULATED MEDICAL WASTE	R	12/31/2025		50.00CR	181835	50.00
000462	SULLIVAN CANDY AND SUPPLY I-706473	FROZ PRETZELS/CHED CHEESE	R	12/31/2025		90.45CR	181836	90.45
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00530099 I-00530439	GROCERY/PRODICE/BAKERY/DELI DRK WTR/ORANGES/MINI CUPCKE	R R	12/31/2025 12/31/2025		21.78CR 13.19CR	181837 181837	34.97
000382	WA FISHER CO I-120729	OCT-NOV 2025 MNT/MINEVIEW.ORG	R	12/31/2025		30.00CR	181838	30.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	49	0.00	327,455.63	327,455.63
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	49	0.00	327,455.63	327,455.63

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND	PERIOD	AMOUNT						
101	12/2025	20,551.79CR						
211	12/2025	2,073.17CR						
250	12/2025	128,500.00CR						
400	12/2025	119,633.81CR						
419	12/2025	14,971.96CR						
430	12/2025	89.76CR						
602	12/2025	40,899.18CR						
603	12/2025	735.96CR						
ALL		327,455.63CR						

VENDOR NAME / I.D. DESC

005708 AMERIHEALTH ADMINISTRATORS
I-7010228926 MEDICAL CLAIMS PD 12/29/25 D 12/31/2025

ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
			33,639.69	001981	33,639.69

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

* * T O T A L S * *
REGULAR CHECKS: 0
HANDWRITTEN CHECKS: 0
PRE-WRITE CHECKS: 0
DRAFTS: 1
VOID CHECKS: 0
NON CHECKS: 0
CORRECTIONS: 0
REGISTER TOTALS: 1

CHECK AMT DISCOUNTS TOTAL APPLIED

0.00 0.00 0.00
0.00 0.00 0.00
0.00 0.00 0.00
33,639.69 0.00 33,639.69
0.00 0.00 0.00
0.00 0.00 0.00
33,639.69 0.00 33,639.69

m m 12/31/25 Drafts

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

805			12/2025			33,639.69CR		
=====								
ALL						33,639.69CR		

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

Payroll Recap & Funding
Biweekly Regular 12/19/2025

Pay Date: 12/19/2025

Payroll Overview

Payroll	Biweekly Regular 12/19/2025		
Pay Date	12/19/2025		
# Employees		168	
# Paid Employees		168	
# Regular	168		
# Pay Periods		1	
Base Compensation Changes		8	
New Hires		2	
Rehires		2	

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	227	168	280,156.08 ^D
Total			280,156.08
(D) POD6 UKG Payroll Services Admin Debit			-280,156.08
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	140	38,644.97
FICA/ER	41-6005232	109	14,350.84
FICA/EE	41-6005232	109	14,350.84
MEDI/ER	41-6005232	168	6,013.72
MEDI/EE	41-6005232	168	6,013.72
SIT:MN/EE	8022766	144	17,665.10
Total			97,039.19
Your Remaining Tax Liability			97,039.19

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	4	226.31
AFSCME MN COUNCIL 65	60	3,810.00 ^C
City of Hibbing Insurance	129	146,196.81 ^D
EMPOWER	67	30,293.58
FIREFIGHTERS LOCAL #173 C/O	24	1,952.64 ^C
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	18	4,048.90
MADISON NATIONAL LIFE	10	311.33 ^C
MAPE UNION ATTN: JULIE LEE	5	363.96 ^C
MINNESOTA TEAMSTERS NO. 320	3	358.00 ^C
MN CHILD SUPPORT PAYMENT CE	3	851.39 ^D
MN DEPT OF REV	1	0.07
MN PERA	141	88,964.63
MN PUBLIC EMPLOYEES ASSOCIA	23	1,104.00 ^C
NATIONWIDE	14	2,040.00
Total		280,661.62
(D) POD6 UKG Payroll Services Admin Debit		-147,188.20
(C) Vendor Checks		-7,899.93
Your Remaining Vendor Liability		125,573.49

Total

Total	657,856.89
POD6 UKG Payroll Services Admin Debit	-427,344.28
Total of Your Responsibility	230,512.61

Recap

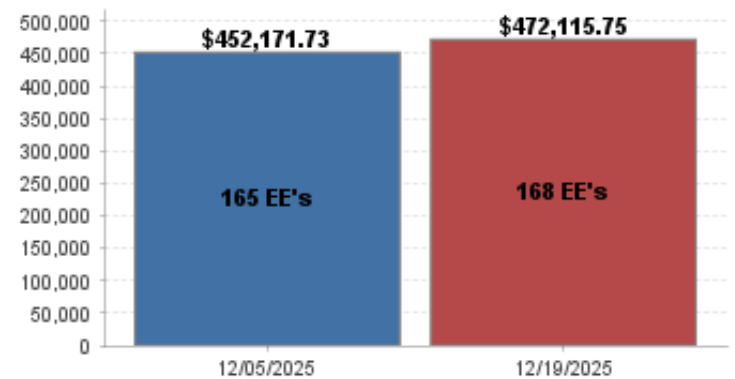
POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	12/18/2025	x0087	147,188.20
Empl. Dir. Dep. SPA	12/18/2025	x0087	280,156.08
Total Debits			427,344.28

Cash Requirements: x0087	\$ Amount
Vendor Payment SPA	147,188.20
Vendor Checks	7,899.93
Tax Payment	97,039.19
Empl. Dir. Dep. SPA	280,156.08
Total	532,283.40

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	472,593.25	
ER Deduction	164,899.08	
ER Tax (Offset)	20,364.56	
ER Tax		20,364.56
Tax		76,674.63
Deduction		115,762.54
ER Deduction (Offset)		164,899.08
Direct Deposit		280,156.08
	657,856.89	657,856.89

Comparison To Last Pay Period - Gross Wages



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

Kronos SaaShr, Inc.
City of Hibbing



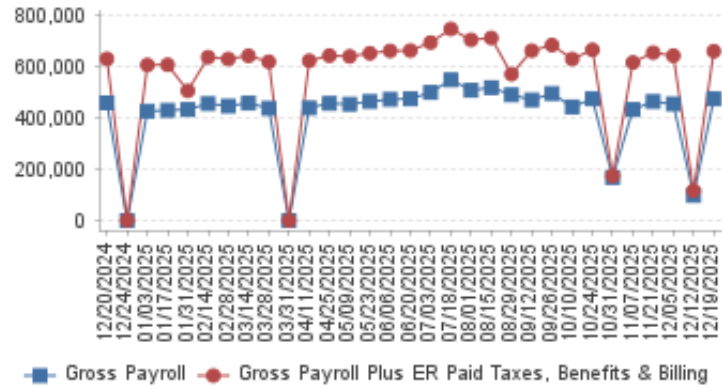
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Page 1 of 2

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

Payroll Recap & Funding
Biweekly Regular 12/19/2025

Pay Date: 12/19/2025

Rolling 12 Month Payroll View



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

Kronos SaaShr, Inc.
City of Hibbing



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Page 2 of 2

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

Payroll Recap & Funding

Biweekly Regular 01/02/2026

Pay Date: 01/02/2026

Payroll Overview

Payroll	Biweekly Regular 01/02/2026
Pay Date	01/02/2026
# Employees	171
# Paid Employees	171
# Regular	171
# Pay Periods	1
Base Compensation Changes	6

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	230	170	275,226.62 ^D
Total			275,226.62
(D) POD6 UKG Payroll Services Admin Debit			-275,226.62
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	138	35,386.81
FICA/ER	41-6005232	112	13,307.77
FICA/EE	41-6005232	112	13,307.77
MEDI/ER	41-6005232	171	5,829.34
MEDI/EE	41-6005232	171	5,829.34
SIT:MN/EE	8022766	143	16,978.00
Total			90,639.03
Your Remaining Tax Liability			90,639.03

Vendor Liabilities

	EE's	\$ Amount
City of Hibbing Insurance	132	169,152.53 ^D
City of Hibbing PFML	171	3,492.06 ^D
EMPOWER	66	9,443.35
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	18	4,217.98
MN CHILD SUPPORT PAYMENT CE	3	851.39 ^D
MN PERA	139	91,430.75
NATIONWIDE	14	2,040.00
NCPERS GROUP LIFE INS C/O ME	4	64.00 ^C
Total		280,832.06
(D) POD6 UKG Payroll Services Admin Debit		-173,635.98
(C) Vendor Checks		-64.00
Your Remaining Vendor Liability		107,132.08

Total

Total	646,697.71
POD6 UKG Payroll Services Admin Debit	-448,862.60
Total of Your Responsibility	197,835.11

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	12/31/2025	x0087	173,635.98
Empl. Dir. Dep. SPA	12/31/2025	x0087	275,226.62
Total Debits			448,862.60

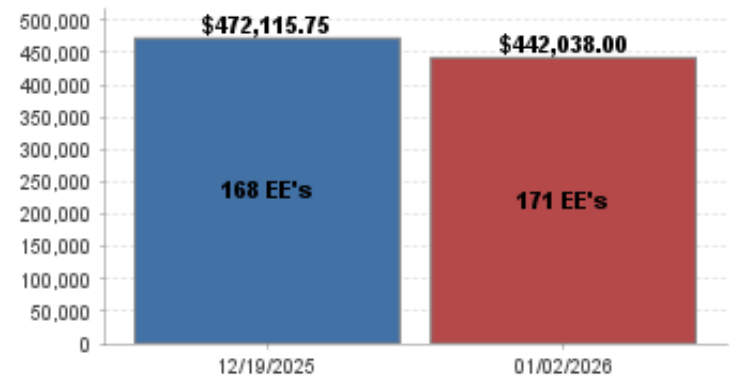
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	173,635.98
Vendor Checks	64.00
Tax Payment	90,639.03
Empl. Dir. Dep. SPA	275,226.62
Total	539,565.63

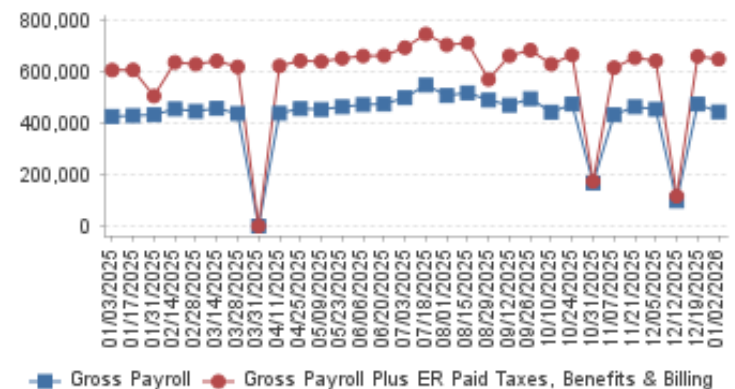
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	442,348.53	
ER Deduction	185,212.07	
ER Tax (Offset)	19,137.11	
ER Tax		19,137.11
Tax		71,501.92
Deduction		95,619.99
ER Deduction (Offset)		185,212.07
Direct Deposit		275,226.62
	646,697.71	646,697.71

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



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Page 1 of 1



Kristi Kane, Executive Director
Arrowhead Regional Development Commission
221 W 1st St
Duluth, MN 55802

RE: Participation in the Arrowhead Regional Development Commission's Brownfield Assessment Coalition and Support for the FY2026 Application for a U.S. EPA Brownfields Assessment Grant

Dear Ms. Kane,

This letter confirms the City of Hibbing's commitment to join the Brownfields Assessment Coalition organized by the Arrowhead Regional Development Commission (ARDC) for the seven-county region of northeastern Minnesota, which includes Aitkin, Carlton, Cook, Itasca, Lake, Koochiching, and St. Louis counties, along with the municipalities within these counties and Tribal Nations co-located therein.

We also express our strong support for ARDC's application to the U.S. Environmental Protection Agency (EPA) for Fiscal Year 2026 Brownfields Community-wide Assessment Grant funding in the amount of \$1,500,000. These funds will be used to inventory, assess, and plan for remediation and reuse of priority brownfield sites across the region, as well as to coordinate public outreach efforts.

If awarded, this grant will provide essential resources to advance economic development and revitalization in our community. The city of Hibbing will actively participate in the Brownfields Advisory Committee, contributing to outreach, site prioritization, and decisions regarding allocation of funds. For sites within our jurisdiction, we will assist with access agreements and coordinate involvement from relevant departments and others as needed.

We understand ARDC will serve as the lead coalition member, responsible for grant administration and project management. Prior to any expenditure of funds, a Memorandum of Agreement will be executed among coalition members to outline site selection, roles, funding distribution, and implementation processes, as described in the grant application accompanying this letter.

Please feel free to contact Betsy Olivanti, Community Development Director at (218)421-7939 or betsyolivanti@hibbingmn.gov with any questions.

Sincerely,

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



January 14, 2026

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

Dear MPCA Leadership and Review Staff,

On behalf of the City of Hibbing, I am writing to express our support for the Minnesota Pollution Control Agency's continued review and permitting of the Mesabi Metallics project. While neither I nor a city representative are able to attend the January 14 public meeting due to a previously scheduled City Council and leadership strategic planning session, it is important that the City's position be clearly stated and included in the public record.

Mining has shaped Hibbing and the Iron Range for more than a century. It is foundational to our economy, our workforce, and our identity as a community. Projects such as Mesabi Metallics represent not only a continuation of that legacy, but a modern evolution of it — one that aligns responsible environmental stewardship with economic opportunity.

The Mesabi Metallics project has the potential to create significant direct and indirect employment, provide long-term economic stability, and strengthen local and regional supply chains. At a time when rural communities across Minnesota are working to retain residents, attract families, and sustain essential services, responsible industrial investment is critical. The anticipated jobs, tax base growth, and associated business activity would have meaningful positive impacts for Hibbing and the broader Iron Range.

We also recognize that members of the public have raised important questions related to air quality, water protection, and tailings basin safety. These concerns deserve careful consideration and transparency. The City of Hibbing supports a thorough, science-based permitting process that evaluates these issues rigorously and holds projects to Minnesota's high environmental and safety standards. Public trust depends on strong oversight, ongoing monitoring, and accountability, all of which are central to the MPCA's role, including continued compliance review and post-permit monitoring throughout the life of the project.

Hibbing's history is inseparable from mining, and our future remains closely tied to whether mining can continue responsibly, competitively, and sustainably. The Mesabi Metallics project offers hope that mining on the Range can endure for future generations — providing good-paying jobs, supporting families, and reinforcing the communities that have long powered Minnesota's economy.

Thank you for your work, your diligence, and your consideration of the voices of Iron Range communities throughout this process. Please accept this letter as the City of Hibbing's formal statement of support for the permitting efforts related to Mesabi Metallics.

Sincerely,

Pete Hyduke
Mayor, City of Hibbing

At the regular City Council meeting held on January 7, 2026, 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. 26-01-01

APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING
BETWEEN THE CITY OF HIBBING AND INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 173

WHEREAS, International Association of Firefighters, Local 173 is the exclusive representative for certain City of Hibbing employees;

WHEREAS, the current labor agreement between the City of Hibbing and International Association of Firefighters, Local 173 expired on December 31, 2025;

WHEREAS, the City of Hibbing and International Association of Firefighters, Local 173 met and negotiated over the terms of the new labor agreement and memorandums of understanding regarding earned sick and safe time weather exception and promotional examinations, 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 International Association of Firefighters, Local 173 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 International Association of Firefighters, Local 173, 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 Firefighters, Local 173 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 Firefighters, Local 173 on January 1, 2026 as December 31, 2025 while the employee remains continuously employed in the same position.

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 7th day of January, 2026.

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 7th Day of January, 2026, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and IAFF Firefighters, Local 173 ("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.

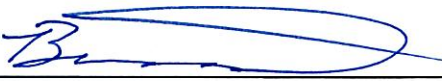
CITY OF HIBBING

IAFF FIREFIGHTERS, LOCAL 173

By _____
Mayor

By _____
President

By _____
City Clerk

By _____
IAFF Representative

Date: _____

Date: 12/29/2025

Agreement
by and between
City of Hibbing
and
IAFF Firefighters, Local 173

Effective January 1, 2026 through
December 31, 2028

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ARTICLE 1 RECOGNITION

The City Council hereby recognizes Hibbing Professional Firefighters, International Association of Firefighters Local #173, as the exclusive representative for collective bargaining purposes of the Employees of the Hibbing Fire Department, excluding the Fire Chief, as per certification by the State of Minnesota, Division of Conciliation, dated February 16, 1970.

ARTICLE 2 PAYMENT OF DUES

SECTION 1: Upon receipt of a written order from an Employee authorizing a deduction from his/her salary of the amount of the organization dues or Union dues, the City Council agrees to deduct from the salary of such Employee the amount of the order and to pay the amount of dues involved to whomever is to receive same, as designated by the Employee.

SECTION 2: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the City Harmless from any and all actions through such claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken pursuant to this Article.

ARTICLE 3 HOURS OF WORK

SECTION 1: The normal hours of work shall be based on scheduled twenty-four (24) hours shifts using a three-platoon system, with each platoon scheduled to work eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle. Provided, however, each employee shall be scheduled for and shall take one (1) twelve (12) hour unpaid leave period during each twenty-four (24) day scheduling cycle. Overtime shall be paid for all hours worked beyond the employee's regularly scheduled twenty-four (24) hour shift. Overtime for twenty-four (24) hour shift Employees shall be at 1.75 times the Employee's base pay. This calculation of overtime shall become effective as of the day of signing this Contract.

The contract may be reopened during its term at the request of the City for the limited purpose of negotiating scheduling. If the City conducts a study regarding scheduling, the Union will be consulted on a meet and confer basis during the study process. The City will invite the Union to meet and confer regarding scheduling before the contract is reopened.

SECTION 2: The Marshal, Training Officer, and Captain/EMS Director shall work a normal week consisting of forty (40) hours, with overtime pay at time and one-half (1.5) for all hours worked in excess of forty (40) hours for the one-week period.

SECTION 3: All overtime work in each classification shall be distributed as equitably as possible among the Employees in that classification, and a rotating list for such overtime shall be set up according to seniority.

SECTION 4: An Employee called in for work at a time other than the Employee's normal scheduled shift, will be compensated for a minimum of two (2) hours pay at 1.75 times said Employee's base pay rate. For all hours between 11:00 p.m. and 7:00 a.m., the Employee will be compensated for a minimum of three (3) hours pay at 1.75 times said Employee's base pay. An extension of or an early report to a scheduled shift does not qualify the Employee for either the two (2) or three (3) hour minimum. An Employee called for work on one of the holidays designated in Article 4 will be compensated for a minimum of three (3) hours pay at 1.75 times said Employee's base pay rate in addition to their regular holiday pay. Any Employee who is called back for either the two (2) or three (3) hour period as referred to above, shall remain at the station until his presence is no longer required. Should he/she be released from the station prior to the two (2) or three (3) hour call back period, it is understood that he/she will remain on call for the remaining portion of that period, and should he/she be required to return to the station during that period, he/she will receive additional pay only for that period of time that exceeds the two (2) or three (3) hour call back period.

SECTION 5: Overtime hours may be compensated by compensatory time off at the rate of time and three quarters for 53 hr/week employees and time and one half for 40-hour week employees with the consent of both the Employer and the Employee. A maximum of eighty (80) hours per calendar year is allowed for 40 hr/week employees and a maximum of 106 hours per calendar year is allowed for fifty-three (53) hour a week Employees. Employees are given the option to cash out any compensatory time in December of each. (As outlined in the yearly payroll schedule) Any compensatory time in excess of 106 hours which is not taken or paid for pursuant to the above provisions, shall be lost. A maximum of 106 compensatory hours can be carried over at the end of each year. Any compensatory time provision that is not in conformity with either State or Federal Law shall be modified to conform with that law.

ARTICLE 4 HOLIDAY PROVISION

SECTION 1: All regular full and part-time Employees on a salary basis shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
Fourth of July	Christmas Day
Good Friday	

SECTION 2: Employees who are required to work on any of the above-named holidays shall be compensated at 1.75 times said Employee's base pay rate for all hours worked in addition to their regular holiday pay. For holiday pay purposes under this provision, Employees who work on January 1, July 4 and December 25, shall receive the holiday premium pay for their work on those days rather than the days which may be observed by the general public as a result of Federal and State Laws. For the Marshal and Training Officer only, if a holiday falls on an Employee's regularly scheduled day off, he/she shall receive another day off with pay at straight-time base pay rates in lieu of such holiday, such day to be given off within thirty (30) days of said holiday or added to the Employee's vacation at the option of the Employee.

SECTION 3: There shall be three (3), non-accumulative, personal holidays allowed per year.

Total of 24 hours for 8 hour dayshift personnel and 72 total hours for shift personnel. Employees can use their personal time hours in two (2) hour increments if needed.

ARTICLE 5 VACATIONS

SECTION 1: Employees shall receive annual vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation Marshal/Training Officer</u>	<u>Hours of Vacation Shift Workers</u>
1	40	72
2	80	168
5	120	240
10	160	288
18	200	336

SECTION 2: Pay for vacation periods shall be at the Employee's base pay rate. In determining vacation schedules, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit.

SECTION 3: When a holiday falls during an Employee's vacation period, he/she shall receive one (1) additional day of vacation.

SECTION 4: In case of death, and Employee's earned vacation (pro-rated to the nearest month) will be paid to the named beneficiary.

SECTION 5: Employees may accumulate up to the amount they are entitled to per year and may carry up to that amount for one (1) year. Any amount carried over and not used within that time will be lost.

ARTICLE 6 SICK LEAVE

SECTION 1: Sick leave shall be earned by shift Employees at the rate of 8.31 hours per payroll, with a maximum accumulation of 1,890 hours. Sick leave shall be earned by Employees who work a forty (40) hour week at the rate of 6.46 hours per payroll, with a maximum accumulation of 1,440 hours. No such leave shall be earned by an Employee when that Employee is on sick leave. The sick leave taken shall be charged according to the number of hours the Employee is scheduled for work on the day of sick leave.

SECTION 2: Employees shall be entitled to a sick leave bonus of 106 hours or a proportional amount for employees not normally scheduled to work the hours specified in Article 3, Section 1 of this Agreement. Employees who use no days of 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 hour. The balance of the remainder of the Employee's sick leave accumulation remaining after the sick leave bonus and sick leave days are utilized shall be credited to the Employee's accumulated sick leave account. Sick leave bonus earned by Employees that are employed as of January 1, 1998, and thereafter shall be prorated as of the date of said Employee's retirement period. For employees hired on or after January 1, 2007, the sick leave bonus will be paid into the employee's 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 base weekly scheduled 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 hours will be paid to the employee in cash.

SECTION 3: Funeral leave: A maximum of any three (3) calendar days sick leave, computed from the date of death until three (3) days after the funeral, shall be granted with pay for scheduled time missed when a death occurs of an Employee's spouse or child. This time off for a death in the family shall not be deducted from sick leave accumulation.

ARTICLE 7 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 to serve in any capacity on other official Union Business, provided forty-eight (48) hours written notice is given to the Fire Chief 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 men affected in order that there shall be no disruption of the Employer's operation due to lack of available Employees.

SECTION 2: Appointment: A member of the Union accepting the appointed position of Fire Chief shall be on a leave of absence during the period of such appointment, and upon the expiration of such appointment, other than for cause, he/she shall be reinstated to the class held prior to such appointment. The expiration or revocation of such appointment shall not cause a reduction in force to accommodate this action until the next vacancy occurs, at which time an adjustment shall be made to the authorized strength and budget appropriations of the Fire Department.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION A: Grievance Definition: 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 B: 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 C: 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

time in which the employee is working for the Employer 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 D: Procedure: Grievances, as defined by Section A, 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 twenty-one (21) calendar days after the first occurrence of the event constituting such alleged violation has occurred, present such grievance in writing to their 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, in writing, within ten (10) calendar days after discussion of the grievance. 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 Fire Chief of designee. 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 City Administrator or designee. 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.

If the Employer and Union cannot agree upon an arbitrator, the parties shall alternately strike names from a list of arbitrators selected by Minnesota Bureau of Mediation Services until only one name remains.

SECTION E: Arbitrator's Authority:

SUBD. 1 The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, Provided that each party shall be responsible for the compensating of its own representatives and witnesses, Testimony or participation of the 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.

SUBD. 2 Jurisdiction: The jurisdiction and authority of the Arbitrator and the Arbitrator's opinion and award shall be confirmed exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. 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. 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 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. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, to impose on either Party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. If the Arbitrator finds that the grievance concerns matters not covered by this Agreement or that the procedures contained in this Article have not been adhered to, the Arbitrator shall return the matter to the parties without a decision. 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.

SECTION F. 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 G. 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 8 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article 8, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 8.

SECTION H. Discharge of employees in their probationary period are not subject to this Article.

ARTICLE 9 EMPLOYER AUTHORITY

A Public 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. 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. Provided, however, the Employer shall meet and confer with the Union before using independent contractors or subcontractors to perform work which would otherwise be performed by bargaining unit members. 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 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 10 PAID ON-CALL FIRE DEPARTMENT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from continuing its present relationship with the Paid On-call Fire Department. It is agreed that no current Firefighter/Paramedic shall be replaced by Paid On-call Firefighters.

ARTICLE 11 CLOTHING/OTHER ALLOWANCE

SECTION 1: Each employee shall receive a clothing allowance of \$75.00 per month.

SECTION 2: The City will replace Employee's clothing damaged in the performance of his/her duties, subject to the approval of the Fire Chief. The City will replace or repair safety-type standard frame types of eyeglasses of an Employee if these are damaged or lost while fighting a fire or while on ambulance duty. The City will provide safety glasses to those Employees who are required to wear them in the performance of their duties with a safety-type standard frame.

The City will replace safety-type standard frame types of eyeglasses of an Employee should their eye prescription change.

The City will provide approved hearing protection for firefighters.

ARTICLE 12 TRAINING AND SCHOOLING

SECTION 1: If a firefighter is directed or ordered by the City or its representative to attend a school during his/her time off, he/she shall be paid at straight time for the number of hours of schooling attended, plus mileage, lodging, and food. The straight time to be paid only in the event the firefighter successfully completes the schooling, and upon his/her obtaining of any licensing that is required for the purposes for which he/she attended the school.

SECTION 2. Any firefighter who is authorized by the City or its representative, but not directed to attend any school or training session during his/her time off, shall be paid his/her mileage, lodging, and food for such training.

SECTION 3. Any firefighter who attends the training or schooling session during working hours, shall be paid only his/her regular scheduled base pay rate.

SECTION 4. Training time can be paid at straight time or moved to compensatory time at a 1:1 rate.

ARTICLE 13 COMPENSATION

SECTION 1. In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay as established in employer's base pay schedule for the respective calendar years attached hereto for reference in Appendix B are the following:

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

SECTION 2. When an Employee is expressly assigned either: (i) to perform the duties and responsibilities of a higher paid classification for four hours or more; or as (ii) Maintenance Officer or Clerk, 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.

ARTICLE 14
GENERAL PROVISIONS

SECTION 1: The Employer recognizes the desirability of having a minimum of six (6) persons on duty at the fire hall on each shift and shall make every reasonable effort to do so.

ARTICLE 15
GROUP INSURANCE PROGRAMS

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 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.

- b. Comprehensive Hospitalization, Surgical Medical 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 plan, and eighty (80%) of the monthly hospital/medical insurance premium for the family plan offered by the City and their insurance carriers.

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%

All VEBA contributions will be sent to employee's accounts on January 1, of each year.

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 may include representatives from other bargaining

units having labor contracts with the City. The committee will make recommendations to the employees on an alternate insurance plan which will provide equitable coverage while addressing cost containment.

ARTICLE 16 SEVERANCE

SECTION 1. 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 twenty (20) years of service with the City, an amount equal to forty percent (40%) of the current value of his/her accumulated sick leave at the time of retirement; or after completing twenty-five (25) years of service with the City, an amount equal to fifty percent (50%) of the current value of his/her accumulated sick leave at the time of retirement.

SECTION 2. 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, 1982, one-fourth (1/4) of that Employee's unused sick leave accumulation will be paid to his/her named beneficiary.

SECTION 3. Effective February of each year, current full-time active employees, hired after January 1, 2007 will receive a contribution from the City of \$125/year contributed to their postretirement health care account.

SECTION 4. In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a cash severance payment to the extent that the employee is eligible pursuant to either Section 1 or 2 of this Article 17.

SECTION 5: An employee who resigns or retires without giving two (2) weeks advance notice of termination to the City, except where an emergency prevents the employee from giving two (2) weeks advance notice in which case the employee shall notify the City as soon as possible, shall forfeit all sick leave the employee would otherwise be entitled to under this Agreement.

ARTICLE 17 RETIREE INSURANCE

SECTION 1. All active Employees who retire after January 1, 1998, and who have reached a retirement age acceptable to the Public Employees Retirement Association and who upon their retirement have at least fifteen (15) years of service and are otherwise qualified to receive benefits provided by the Public Employees Retirement Act shall be deemed to have reached retirement age for purposes of this Article 18.

SECTION 2. All active Employees who retire after January 1, 1982, and meet the eligibility requirements aforementioned, shall receive the same benefit coverages mentioned, but as of January 1, 1983, any amount of hospital/medical insurance premium increase exceeding \$215.00 shall be paid fifty (50) percent by the Employee and fifty (50) percent by the Employer. Once the \$215.00 premium cap has been surpassed and later a reduction in premium is implemented, said amount of reduction below the \$215.00 cap shall be shared on a 50/50 basis. The previous sentences shall not apply to premium reductions brought about by Medicare or other similar contributions.

SECTION 3. All active Employees who are hired after June 1, 1989, upon retirement and who meet the eligibility requirements aforementioned, shall continue to be insured under the life insurance plan in the existing hospital, surgical, medical, drug and dental programs or supplemental insurance plans for those present retirees who are, or will be, eligible for Medicare as set forth in this Contract. The City shall pay the insurance premiums in full and with respect specifically to medical and dental coverage, shall pay the insurance premium for single coverage only. The Employee shall have the right to purchase at his/her own expense, dependent coverage, if it is available. The cap and the sharing of the premiums that are in excess of the cap shall be as set forth in the paragraph above.

SECTION 4. Any Employee who is hired prior to June 1, 1989, who retires after June 1, 1991, and who meets the necessary eligibility requirements shall receive hospital/medical insurance premium coverages in the amount of \$450.00 for family coverage and \$250.00 for single coverage. Any premium over that amount shall be shared on a 50/50 basis between the Employer and Employee.

SECTION 5. 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 coverages for single coverage only up to \$250.00 premium cap. Any premium over that amount shall be shared on a 50/50 basis between the Employer and Employee. The Employee shall have the right to purchase, at the Employee's expense, dependent coverage, if it is available.

SECTION 6. Any Employee hired after June 1, 1989, who retires after January 1, 2001, and who meets the necessary eligibility requirements shall receive hospital/medical insurance premium coverages for single coverage with the City paying 85% of the cost of single coverage and the Employee paying 15%. The Employee shall have the right to purchase, at the Employee's expense, dependent coverage, if it is available.

SECTION 7. Any employee who is hired prior to June 1, 1989, who retires after December 31, 2000, and who meets the necessary eligibility requirements shall receive hospital/medical and dental insurance and the City shall be required to pay 85% of the monthly premium on hospital/medical and dental insurance for the single, family II and family III plans offered by the City and their insurance carrier. Employees shall pay the remaining 15% of the abovementioned premiums.

SECTION 8. 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) Eight-five percent (85%) 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 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 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-five percent (85%) 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, 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.

SECTION 9. 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 18 SENIORITY

SECTION 1. The seniority date is to be considered the first day of employment as a regular, fulltime employee of the City of Hibbing. The City of Hibbing will maintain a seniority list at all times.

SECTION 2. In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring within their job classification. Employees shall be given a thirty (30) working days-notice of layoff and rehiring shall be determined by seniority only and

pay scale or position of employee shall not be a factor. Recall from layoff shall be by telephone. If the employee cannot be reached, the City shall recall the employees to work by certified letter sent to the employee's last known address. The employee must return to work within twenty (20) calendar days of the date of the letter or forfeit all recall rights.

SECTION 3. 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.

ARTICLE 19 VACANCIES

Notice of all vacancies and newly created positions shall be posted on the employee's bulletin board, and the employees shall be given seven (7) days' time in which to make an application to fill said vacancy or new position. An employee so transferred shall be on probation in the new position for a period of (90) calendar days during which time they may elect to be returned to their 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.

ARTICLE 20 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 21 DISCIPLINE

SECTION 1. Disciplinary discharges or demotions to a lower classification shall be made only for just cause.

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:

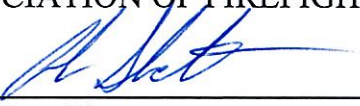
- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

ARTICLE 22 TERM OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2026, and shall remain in effect to December 31, 2028 and from year to year thereafter unless either party gives notice of a desire to terminate or amend said Agreement, at least thirty (30) days prior to the annual renewal date.

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

LOCAL #173 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: 
Its President

By: 
Its Secretary

Date: 12/29/2025

CITY OF HIBBING, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Clerk

Date: _____

APPENDIX A

I. CERTIFICATION AND EMT

All existing Employees must maintain such certification or licensing that they have as of the signing of this contract, unless they are determined to be medically or legally unable to do so.

If any existing Employee is determined to be medically or legally unable to maintain a certification or license, then said Employee shall maintain the next lower level of certification that they are medically and legally able to.

It is understood and agreed that existing employees are given the right under the above circumstances to maintain a lower level of certification or licensing than existing due to the fact that said Employees voluntarily obtained said levels of certification after being hired as firefighters.

In order to drop to the next level of certification for medical reasons, an Employee must present Employer with a written medical excuse from a doctor qualified in the area of medicine pertinent to the Employee's claimed disability. Employer shall be entitled to obtain an Independent Medical Examination of Employee by a doctor of its choice. Should the Employer have a basis to dispute Employee's claimed disability, the parties agree to meet and attempt to negotiate an Agreement. If unable to negotiate an Agreement within thirty (30) days of the date Employer receives a report from the Independent Medical Examiner, the parties agree to Voluntary Mediation. If that fails, the parties agree to Arbitration according to the rules of the American Arbitration Association.

II. TEMPORARY LIGHT DUTY

Employer will provide Employees with any light duty in accordance with policy and law.

APPENDIX B

Job Class	Grade
Firefighter/EMT	9
Firefighter/Paramedic	11
Engineer/Paramedic	12
Captain/Paramedic	14
Captain/Training Officer/Paramedic	14
Captain/EMS Director/Paramedic	14
Battalion Chief/Paramedic	16
Battalion Chief/Fire Marshal/Paramedic	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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and IAFF Firefighters, Local 173 ("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; and

WHEREAS, the parties desire to memorialize certain components of the promotional examination process 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. Promotional Examinations

Promotional exam scores shall include points from written tests, interviews and longevity. In any promotional examination, the candidates shall be examined in such matters as will fairly test their knowledge of actual duties, responsibilities and requirements for the position to be filled and their ability to discharge such duties and meet such requirements. The maximum examination points that may be awarded for the written test portion of the examination is 30 points. Following completion of the written examination, the candidates shall be interviewed by a panel consisting of the Chief or their designee and the City Administrator and/or their designee(s). The maximum points that may be awarded for the interview is 70. Promotional examinations shall be given to the firefighters as shall have served with fidelity for two years in the next lower rank or grade as listed in the schedule of classification and rank. If there should be no eligible firefighters, then all eligible firefighters in the second lower rank or grade who likewise shall have served with fidelity over two year shall have the right to compete for such promotions. The promotional appointment shall be chosen by the Chief from three of the candidates scoring highest and submitted to the City Administrator and City Council for approval. An employee applying to fill a vacancy previously held by said employee shall have preference over all other applicants.

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. Applicability of Grievance Procedure

A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this MOU is subject to Article 8 of the Labor Agreement.

Article 8. Effective and Expiration Date

This MOU is effective, expires, and will remain in force and effect when the Labor Agreement is effective, expires, and remains in force and effect.

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

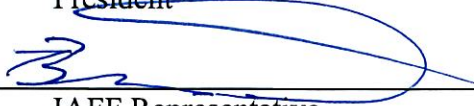
CITY OF HIBBING

IAFF FIREFIGHTERS, LOCAL 173

By _____
Mayor

By _____
President

By _____
City Clerk

By _____
IAFF Representative

Date: _____

Date: 12/29/2025



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **City of Hibbing, MN (Total Care & Public Safety)** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **1/1/26-12/31/26**.

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

Important information for members residing in California: Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period. If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – **Cannot exceed six (6) sessions in a twelve-month period.****

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a member's quality of life. Discounts vary by season and location.



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II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by master's or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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VII. Term

- A.** Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable, and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

**City of Hibbing, MN
(Total Care & Public Safety)**

Gordon G. Bell, President

Authorized Signature

Date

Date



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

City of Hibbing, MN (Total Care & Public Safety) ("Client") 1/1/26-12/31/26

Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **138**.
(81 Total Care, 57 Public Safety)
- B.** Client agrees to pay ESI the sum of **\$3,700.00** annually.
(\$2,209.00 Total Care, \$1,491.00 Public Safety)
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **138**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** Trauma Responses available at **\$300.00** per hour plus travel time.

Cancellation Policy for Trauma Response Service:

If your organization cancels a scheduled Trauma Response with less than 48 hours' notice:

- **If the Trauma Response is *not* included in your contract:** A cancellation fee of **\$350** will be charged.
 - **If the Trauma Response *is* included in your contract:** One Trauma Response will be deducted from your contracted total.
- G.** DOT required Substance Abuse Evaluations - **\$850.00** each.

Job Classification Grade Changes

Effective retroactively to January 1, 2026

Fire

Job Class	Current Grade	Modified Grade
Firefighter/EMT	8	9
Firefighter/Paramedic	10	11
Engineer/Paramedic	11	12
Captain/Paramedic	13	14
Captain/Training Officer/Paramedic	13	14
Captain/EMS Director/Paramedic	13	14
Battalion Chief/Paramedic	15	16
Battalion Chief/Fire Marshal/Paramedic	15	16



**Housing & Redevelopment
Authority of Hibbing**

To: City of Hibbing, Mayor & City Council

From: Jackie Prescott, Executive Director

Date: 1/2/2025

Re: Mayor's Signature –
Environmental Assessment (24 CFR
Part 58) for Haven Court
(Greenhaven)

An Environmental Assessment (EA) has been completed for the proposed demolition and disposition of the Haven Court (Greenhaven) Apartments. The assessment was prepared by Dominion Due Diligence Group and will be included as part of the HRA of Hibbing's Section 18 application to the U.S. Department of Housing and Urban Development (HUD).

Under HUD regulations at 24 CFR Part 58, the City of Hibbing is designated as the Responsible Entity for the environmental review. As the Responsible Entity, the City is legally responsible for reviewing and approving the Environmental Assessment and certifying compliance with all applicable federal environmental requirements. This responsibility cannot be delegated to the HRA or a consultant and therefore requires formal approval and signature by the City.

The full Environmental Assessment consists of 421 pages and has been submitted to the City of Hibbing for review and recordkeeping.

The assessment evaluated eight environmental review categories. Of those:

- Historic Preservation required formal compliance steps, which have been completed in accordance with federal regulations; and
- Contamination and Toxic Substances requires mitigation. Lead-based paint and asbestos were identified within the complex, which was constructed in the 1950s. These conditions will be addressed through required mitigation measures during demolition in compliance with all applicable federal, state, and local regulations.

At this time, staff is requesting authorization for the Mayor to sign the Environmental Assessment Determination and Compliance finding as required under 24 CFR Part 58. The Mayor's signature certifies that the City of Hibbing has reviewed the Environmental Assessment, agrees with its findings, and authorizes submission of the environmental review to HUD as part of the Section 18 application process.

Approval of this action is a necessary step to allow HUD to release federal funds and for the project to move forward.

Environmental Assessment Determination and Compliance Overview.

HUD-Assisted Projects – 24 CFR Part 58

The Environmental Assessment (EA) Determination and Compliance finding is a required step for HUD-assisted projects under 24 CFR Part 58. This process ensures that projects receiving federal housing or community development funds are reviewed for potential environmental impacts and comply with all applicable federal environmental laws before HUD funds are released or project activities begin.

Under 24 CFR Part 58, HUD delegates environmental review responsibility to the local Responsible Entity, which is typically the City. The Responsible Entity evaluates the proposed project and documents compliance with the National Environmental Policy Act (NEPA) and other related federal environmental authorities.

Purpose of the Environmental Assessment

The Environmental Assessment is conducted to determine whether the proposed project:

- Will have a significant impact on the human environment, or
- May proceed with a Finding of No Significant Impact (FONSI), with or without conditions.

The assessment identifies potential environmental impacts and ensures that appropriate mitigation measures are incorporated into the project, if necessary.

Areas of Review

The Environmental Assessment includes a review of environmental and public health factors, which may include:

- Floodplains and wetlands
- Historic and cultural resources
- Noise and air quality
- Hazardous materials and site contamination
- Endangered species and habitat
- Farmland protection

- Environmental justice
- Infrastructure, utilities, and transportation

Determination and Compliance Finding

Following completion of the review, the Responsible Entity issues an Environmental Assessment Determination and Compliance finding, which documents:

- The level of environmental review performed
- Compliance with all applicable federal environmental requirements
- A determination that the project will not result in significant environmental impacts, or that impacts can be mitigated
- Any conditions or mitigation measures required as part of the project

If a Finding of No Significant Impact is issued, a public notice is published, and the required public comment period is completed. After this period, the Responsible Entity submits a Request for Release of Funds (RROF) to HUD. HUD must approve the RROF before any federal funds may be committed or expended.

Importance to the City

Completion of the Environmental Assessment Determination and Compliance finding is a mandatory prerequisite for HUD funding. No construction, acquisition, or other choice-limiting actions may occur until HUD releases the funds. This process protects the City, ensures regulatory compliance, and helps avoid project delays or funding risks.

Consent Agenda Item

Approval of Mayor's Signature – Environmental Assessment (24 CFR Part 58) Haven Court (Greenhaven) Apartments

An Environmental Assessment (EA) has been completed for the proposed demolition and disposition of the Haven Court (Greenhaven) Apartments. The EA was prepared by Dominion Due Diligence Group and will be included with the HRA of Hibbing's Section 18 application to HUD.

Under HUD regulations at **24 CFR Part 58**, the City of Hibbing is the designated **Responsible Entity** and is required to review and approve the Environmental Assessment. As the Responsible Entity, the City must certify compliance with federal environmental requirements, which requires the Mayor's signature.

The EA reviewed eight environmental areas. Historic Preservation required formal compliance steps, which have been completed. Mitigation is required for contamination and toxic substances due to the presence of lead-based paint and asbestos in the 1950s-era buildings; these will be addressed in accordance with all applicable regulations.

Approval of this item authorizes the Mayor to sign the Environmental Assessment Determination and Compliance finding, allowing the environmental review to be submitted to HUD and enabling the release of federal funds necessary for the project to proceed.

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

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

From 01 / 24 / 2026 to 01 / 24 / 2026

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISESName of location where gambling activity will be conducted: Hibbing Armory

Street address and

City (or township): 2310 Brooklyn Dr Zip: 55746 County: St.Louis

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

Does your organization own the gambling premises?

☐**Yes** If yes, a lease is not required.☒**No** If no, the lease agreement below must be completed, and signed by the lessor.**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**

Rent to be paid for the leased area: \$ _____ (if none, write "0")

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

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

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

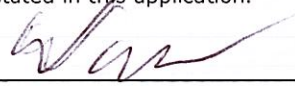
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

12/16/25

Date

Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032	No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

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

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

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Hibbing JO Volleyball	
Type of Organization:	Sports	
Mailing Address:	PO Box 125	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Melissa Devries	Daytime Phone Number: 218-969-6382
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 High School
Dates of Activity:
February 22, 2026
Check Box or Boxes that Indicate the Type of Gambling Activity:
☒ Raffle ☐ Other _____
Price Per Ticket:
\$20
Total value of prizes to be awarded:
\$5,500
Types of Prizes:
Cash

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



Organization Representative

11/17/25

Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: Diablsled American Veterans Auxiliary Russo Golob Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: 237338074 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 11563 Latick Road

City: Chisholm State: MN Zip: 55719 County: St Louis

Name of Chief Executive Officer (CEO): Debbie Prodoehl

CEO Daytime Phone: 479-567-9979 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): hhalverson.cmt@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

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

The proposed bingo event will be:

- ☒ one of four or fewer bingo events held this year. Dates: February 5, 12, 19, & 26 2026
- OR-**
- ☐ conducted on up to 12 consecutive days in connection with a:
- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Becky Radika Daytime Phone: _____Name of premises where bingo will be conducted: Elk's HibbingPremises street address: 1926 4th Ave EastCity: Hibbing If township, township name: _____ County: St Louis

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

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

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

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

Questions?

Call a Licensing Specialist at 651-539-1900.

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

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

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

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

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



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:

Type of Organization:

Mailing Address:

City, State, Zip

Contact Person:

Daytime Phone Number:

Have you conducted other raffles this year

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:

Dates of Activity:

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

☐ Raffle ☐ Other _____

Price Per Ticket:

Total value of prizes to be awarded:

Types of Prizes:

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

Organization Representative

Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval



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

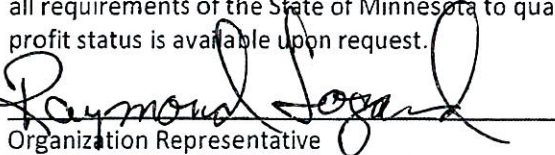
ORGANIZATION INFORMATION

Name of Organization:	MINNESOTA FOREST ZONE TRAPPERS ASSOCIATION	
Type of Organization:	Non-Profit	
Mailing Address:	PO. Box 367	
City, State, Zip	Hibbing, MN. 55746	
Contact Person:	RAY SOGARD	Daytime Phone Number: 218-969-3425
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 Memorial Building Dining Rm
Dates of Activity:	October 14, 2026
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	\$10
Total value of prizes to be awarded:	\$12,000
Types of Prizes:	TEN Gun Three Fur ITEMS

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


Organization Representative

1-6-26
Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

To Whom it may concern,

Keewatin American Legion Post 452 is requesting a transfer of our liquor license and Gambling license to The Hibbing Armory on Saturday January 24th, 2026, for a Bingo Fundraiser for Hibbing Girls High School Hockey.

Thank you

Commander Yuhala

A handwritten signature in black ink, appearing to read 'Wah' followed by a stylized flourish.



COMMUNITY FESTIVAL LICENSE TEMPORARY ON-SALE LIQUOR LICENSE

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

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

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

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

Type or Print Information

Name of Organization Making Application <i>Keewatin American Legion</i>	Date Organized	Tax Exempt Number <i>8209789</i>	
Street Address <i>208 W 1st St</i>	City <i>Keewatin</i>	State <i>MN</i>	Zip Code <i>55753</i>
Name of Person Making Application <i>Wade Ychak</i>	Business Phone <i>218 778 6285</i>	Home Phone <i>263-620-7197</i>	

Dates Liquor will be sold (1 to 4 days) <i>1-24-26</i>	Type of Organization ☒ Club ☐ Charitable ☐ Religious ☐ Other Non Profit		
Organization Officer's Name <i>Wade Ychak</i>	Address <i>2601 2nd ave W Hibbing, MN 55746</i>		
Organization Officer's Name	Address		
Location where license will be used. If an Outdoor Area describe: <i>Hibbing Armory</i>			
Will the applicant contract for intoxicating liquor services? If yes, list the name and address of the liquor license providing service. A current copy of the license MUST accompany this application.			
The applicant(s) WILL provide the liquor liability insurance. Also, a current copy of the liquor liability insurance including the carrier's name and amount of coverage MUST accompany this application.			

APPROVAL

Application must be submitted to the City Council Office at least 30 days prior to the event and are to be approved by the City Council

CITY OF HIBBING	Date Approved:
City Fee Amount:	License Dates:
Date Fee Paid:	
_____ Signature City Clerk	_____ Date



COMMUNITY FESTIVAL LICENSE TEMPORARY ON-SALE LIQUOR LICENSE

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

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

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

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

Type or Print Information

Name of Organization Making Application <i>Keewauwin American Legion</i>	Date Organized	Tax Exempt Number <i>8209789</i>	
Street Address <i>207 N 1st St</i>	City <i>Keewauwin</i>	State <i>MN</i>	Zip Code <i>55753</i>
Name of Person Making Application <i>Wade Yuhala</i>	Business Phone <i>218 778 6785</i>	Home Phone <i>763-670-7197</i>	

Dates Liquor will be sold (1 to 4 days) <i>3-21-26</i>	Type of Organization ☒ Club ☐ Charitable ☐ Religious ☐ Other Non Profit
Organization Officer's Name <i>Wade Yuhala</i>	Address <i>2601 2nd ave W Hibbing</i>
Organization Officer's Name	Address

Location where license will be used. If an Outdoor Area describe:

Memorial Building

Will the applicant contract for intoxicating liquor services? If yes, list the name and address of the liquor license providing service. A current copy of the license **MUST** accompany this application.

The applicant(s) **WILL** provide the liquor liability insurance. Also, a current copy of the liquor liability insurance including the carrier's name and amount of coverage **MUST** accompany this application.

APPROVAL

Application must be submitted to the City Council Office at least 30 days prior to the event and are to be approved by the City Council

CITY OF HIBBING

Date Approved:

City Fee Amount:

License Dates:

Date Fee Paid:

Signature City Clerk

Date

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Polar Plunge	
Date of Event:	March 21, 2026	
Location of Event:	Carey Lake	
Organizer:	HPD Rachael Shiek	
Organizer Contact Information:	Home Phone: Cell Phone: 218-421-4789	Work Phone: 403-7582

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

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

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Carey Lake

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:
<u>Special Olympics Polar Plunge</u>
Date of Event: <u>March 21, 2026</u> Refer media or citizen inquires to: <u>Rachael Shiek</u> Telephone: <u>218-403-7582</u>
APPLICANT AUTHORIZATION:
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.
Applicants Name & Title: Investigator Rachael Shiek
Address: 1810 12th Avenue Easy, Hibbing MN 55746
Mailing Address: SAA
Affiliation: Hibbing Police Department
Telephone: (day) <u>218-403-7582</u> (evening) _____
EVENT PRINCIPALS:
On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefits the event are being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.

Name: Kendall Vescio-Fassett		
Organization/Business/Agency/Affiliation: Special Olympics Minnesota		
Mailing Address: 900 2nd Ave S, Suite 300 Minneapolis, MN 55402		
Daytime Phone: 763.270.7149	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Special Events Manager - Assist in preparation for event, be present during the event		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE <i>(first choice)</i> :	
Alternate days and dates:	
•	March 21, 2026
•	
•	
REQUESTED HOURS OF OPERATION:	
From: <u>12:00</u>	a.m. / <u>(p.m.)</u> To <u>1:30</u> a.m. / <u>(p.m.)</u>
SET UP beginning Day and Date	
**Indicate the time at which any unit of an event will begin to assemble at such area	
Day: <u>March 20, 2026</u>	Time: <u>8:00</u> <u>(a.m.)</u> p.m.
Describe the number and type of animals to be used in the Event ☒ Not Applicable	
**If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day.	
☐ If applicable, license fee to be included when submitting the application	
See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators	☐ Attached
Anticipated number of Participants: <u>125-150</u>	Spectators: <u>unkn</u>
**INSURANCE	
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.	

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation".
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers 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, <u>including the intended hours</u> of the music, sound or noise. Emcee Scott Hanson
	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. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. N/A
	Describe how, where, when and by whom the alcoholic beverages will be served.
	List of people who will be selling the alcohol:
	Have they attended server training? ☐ Yes ☐ No

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

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control. Tents put up in the parking lot and in front of the lake. Police , Fire and Ambulance will be present during this event. _____ _____ _____
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. Tents set up the day before the event, and MN College LE students will be assisting with overnight security. _____ _____ _____
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. <u>N/A</u> _____ _____ _____
☐ Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

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

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

Name of Agency: _____
 Name of Representative: Hibbing Fire/Ambulance and Chisholm Ambulance
 Address: 2320 Brooklyn Drive, Hibbing, MN 55746
 Phone Numbers: 218-262-6161

Indicate medical services that will provided for the event.

<u>Medical Service</u>	<u>How Provided:</u>
☒ Ambulance	<u>Hibbing and Chisholm</u>
☐ Doctors	_____
☐ Nurses	_____
☒ Paramedics	<u>Hibbing and Chisholm</u>

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:
Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. N/A
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." Two shubat buses will be transporting participants and observers for this event to and from the MN North Hibbing College Campus and Carey Lake.
OTHER PERTINENT INFORMATION:
We are requesting for the City of Hibbing to wave any fees for this special event permit, and provide extra garbage bins from public works and table/chairs from the memorial building for inside the heated tents for the day of the event. As the Hibbing Fire Department has assisted with this event in the past in cutting the ice the day before the event, as well as having them in their cold weather gear on the day of the event; we are requesting for the City of Hibbing to cover potential overtime expenses if it is needed. We are also requesting the City of Hibbing cover the cost for Shubat Transportation of event observers and participants and for portable toilets to be available for use on these two days.



IRON RANGE POLAR PLUNGE

Saturday, March 21 | 12 PM

📍 Carey Lake Beach

The Polar Plunge is a tradition that brings people together to do something bold, fun and deeply meaningful. Every brave Plunger helps create opportunities for Special Olympics Minnesota athletes to shine on and off the field.



REGISTER NOW!



**Special
Olympics**
Minnesota



☎ 763.270.7119

✉ plunge@somn.org

🌐 PLUNGEMN.ORG

PRESENTED BY THE LAW ENFORCEMENT TORCH RUN FOR SPECIAL OLYMPICS MINNESOTA



Registration Now Open for the 2025 Iron Range Polar Plunge Benefiting Special Olympics Minnesota

Hibbing, Minn. – Special Olympics Minnesota is thrilled to announce that registration is officially open for the 2025 Iron Range Polar Plunge! This annual community event invites participants to take a chilly Plunge in support of Special Olympics Minnesota’s life-changing programs for athletes across the state.

The Polar Plunge is more than just a thrilling winter tradition; it’s an impactful fundraising event that brings together individuals, teams, schools and businesses who are eager to support inclusion, community and athlete empowerment. By participating, Plungers will directly fund initiatives like Unified Sports, health screenings, leadership training and year-round competitions.

Event Details:

Date: March 15, 2025

Location: Carey Lake Beach, Hibbing, MN

Plunge Times: Plunging begins at 12 PM

How to Register: Participants can register individually or as a team at [plungemn.org](https://www.plungemn.org). Registration is free, with a minimum fundraising goal of \$75 for each participant. Fundraisers who exceed their goal will earn additional incentives, including exclusive Polar Plunge gear.

Plunge Your Way! For those who want to support but prefer to stay dry, there are “Too Chicken to Plunge” options available! Participants can fundraise without taking the dive but still enjoy the camaraderie and cause.

Event website: <https://www.plungemn.org/events/iron-range/>

About Polar Plunge

The Polar Plunge is a series of events where people jump into a frozen lake to support Special Olympics Minnesota. The first Polar Plunge took place at Como Lake in St. Paul in 1998. Since then, the Plunge has expanded to over 20 locations across Minnesota. Polar Plunge events are hosted in collaboration with The Law Enforcement Torch Run® (LETR), the largest grassroots fundraiser and public awareness vehicle for Special Olympics in the world.

About Special Olympics Minnesota

Since 1973, Special Olympics Minnesota has been creating a new world of inclusion and acceptance for people with intellectual disabilities by providing year-round sports competitions, inclusive healthcare programs, leadership training, and inclusive school programs. Special Olympics Minnesota envisions a Minnesota where every person, regardless of their ability, has every opportunity to thrive and reach their fullest potential.

[Note to Editor: High-resolution event photos from past events and logos are available upon request:
katie.howlett@somn.org.]

###

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Victory 5K	
Date of Event:	04/25/26	
Location of Event:	Victory Christian Academy	
Organizer:	Sarah Day	
Organizer Contact Information:	Home Phone:	Work Phone 218-393-4037
	Cell Phone: 218-393-4037	

☒ **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 Shawn Nickila	218-421-3942
Sanitation Dept.	John Sporer/John Yuretich	218-362-5991
Public Works Dept.	John Sporer/John Yuretich	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Victory Christian Academy, 206 East 39th Street Hibbing, Minnesota 55746

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:
The Victory 5K is a community event designed as a fundraiser for VCA and the Project Care Free Clinic in Hibbing. The race route will begin and end in the VCA parking lot and travel past the Project Care clinic. The goal is to make the Victory 5K the premier 5K on the Iron Range with a certified course and sanctioned event through the USATF.
Date of Event: <u>04/25/26</u>
Refer media or citizen inquires to: <u>Allen Reini, VCA Administrator</u> Telephone: <u>218-262-6550</u>
APPLICANT AUTHORIZATION:
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.
Applicants Name & Title: <u>Allen Reini, Victory Christian Academy Administrator</u>
Address: <u>206 East 39th Street Hibbing, Minnesota 55746</u>
Mailing Address:
Affiliation: <u>Victory Christian Academy</u>
Telephone: (day) <u>218-262-6550</u> (evening) _____
EVENT PRINCIPALS:
On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.

Name: Project Care		
Organization/Business/Agency/Affiliation: Project Care Free Clinic		
Mailing Address: 3112 6th Ave E, Hibbing, MN 55746		
Daytime Phone: 218-263-8549	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Project Care Free Clinic is a beneficiary of the Victory 5K. Project Care does not have any part in the planning or managerial execution of the Victory 5K but will provide volunteers to assist executing the event on race day.		
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: TBD Local Businesses		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Local Businesses have the opportunity to sponsor the event. The businesses will not have any authority or responsibility for the event itself.		
Will this person have authority to cancel or greatly modify event plans?		☐ Yes ☒ No
Will this person be present at the event area or areas and in charge of the event at all times		☐ Yes ☒ No

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE <i>(first choice):</i> Saturday, April 25th, 2026	
Alternate days and dates: • <u>NA</u> • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>9:00</u> <u>a.m.</u> p.m. To <u>10:00</u> <u>a.m.</u> p.m.	
SET UP beginning Day and Date **Indicate the time at which any unit of an event will begin to assemble at such area Day: <u>04/25/26</u> Time: <u>7:00</u> <u>a.m.</u> p.m.	
Describe the number and type of animals to be used in the Event ☒ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators ☒ Attached	
Anticipated number of Participants: <u>300</u> Spectators: <u>100</u>	
**INSURANCE ☒ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.	

SANITATION:
☒ Attach your "Plan for Clean-Up / Material Preservation". ☒ Include number, type and location of trash containers to be provided for the event. ☒ Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event. ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. NA ☒ Indicate who and how many will be responsible for cleaning up the event after the event. ☒ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event). ☒ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.
MAP (Noting the following items):
Check off below items that apply to your event.
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
☒ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area; ☐ If a route is involved, the places where buses or trains need to be considered; NA ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes; ALTERNATE ROUTES ALREADY DISCUSSED WITH J. YURETICH. ☒ 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. See Addendum. ☒ Barricades, cones, safety, portable parking signs (note location - <i>provided by Public Works</i>) ☐ If a relay is involved, indicate hand-off points; ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing; ☐ Alcoholic beverage concession areas; location must be specified ☐ Non-alcoholic concession areas; NA - REFRESHMENTS FOR RUNNERS ONLY ☐ Food concession areas; NA - REFRESHMENTS FOR RUNNERS ONLY ☐ 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): <u>6</u>	
☐ Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, <u>including the intended hours</u> of the music, sound or noise. Between the hours of 8:00 AM and 12:00 PM an EMCEE with PA system will be playing background music and making announcements.
	If a casino party, a dance or live entertainment is a part of your event, please describe: NA
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No Temporary Liquor License Applied For? BEER ☐ Yes ☐ No COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No TEMPORARY ON SALE ☐ Yes ☒ No Organization Applying for License for Alcoholic Beverages: <u>NA</u>
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. NA
	Describe how, where, when and by whom the alcoholic beverages will be served. NA
	List of people who will be selling the alcohol: NA
	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). Pre-packaged food, such as granola bars or donuts, and unpeeled fruit.
	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. NA
	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. NA

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. The Victory 5K Committee will have two Security Personnel monitoring the event on the VCA grounds. The Race Director & EMCEE with a PA system will direct spectators and act as crowd control.
If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event. NA
If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units. NA
☐ Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms. NA

☐ 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: Volunteer / Hibbing Fire Department (TBD)

Name of Representative: Shawn Nickila

Address: 2320 Brooklyn Dr

Phone Numbers: 218-262-6161

Indicate medical services that will provided for the event.

Medical Service

How Provided:

☒ Ambulance

☐ Doctors

☒ Nurses

☒ Paramedics

Volunteer nurses and paramedics have committed to be onsite during the event. Hibbing Fire Department is looking into staffing a stand-by ambulance unit for the event if there is availability that day.

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES: Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. The Victory 5K Committee will allow licensed food trucks for crowd refreshments.
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. Any food trucks would be by invitation only with a maximum of two allowed. Any unsolicited vendors will be asked to leave by the security personnel.
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." See attached section in the Addendum.
OTHER PERTINENT INFORMATION: We are happy to work with the city if there are any recommended changes to the plan described in this application. We want to collaborate to create a fun and safe event for the City of Hibbing.



MinistryFirstsm Commercial Multi-Peril Insurance Coverage Summary

These are your policy's Declarations.
Renewal of 22MPA0506743

Victory Christian Academy
206 E 39th St
Hibbing, MN 55746-3110

Policy Number 22MPA0506743
Brotherhood Mutual Insurance Company
An Indiana Stock Insurance Company
Print Date: January 21, 2025
Policy Period: 02/28/2025 at 12:01 a.m. to
02/28/2026 at 12:01 a.m.

877-493-4772
American Church Group-MN 2200-007
401 E Antietam Ste B
Hagerstown, MD 21740-5703

Contact your agent with your customer
service questions, including updating your
policy or reporting a claim.

www.brotherhoodmutual.com/payonline
For your convenience, you can make
premium payments online.

NAMED INSURED	Victory Christian Academy
POLICY NUMBER	22MPA0506743
POLICY PERIOD	02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Key Facts About Your Policy

These Declarations replace your previous ones. Your policy's Declarations contain a summary of the coverage contained in the insurance policy.
Your policy contains a full explanation of your coverage.

AGREEMENT: In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance stated in the policy.

TYPE OF ORGANIZATION:	Private School Institution
FORM OF ORGANIZATION:	Corporation

Policy Overview

COVERAGE DESCRIPTION	DETAILS	COVERAGE DESCRIPTION	DETAILS
Property Coverage	Page 2 - 5	Terrorism Premium	\$269 (See Notice Form BN6025A-D 4.0 for details)
Liability Coverage	Page 7 - 13		
Excess Liability Coverage	Page 14 - 14		

Policy Premium Overview

This premium is subject to adjustment at each anniversary. This premium is subject to adjustment due to premium audit provision.

ANNUAL PREMIUM:	\$16,077.00	PAYMENT SCHEDULE:	See invoice.
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Common Policy Forms

FORM	FORM NAME
BN2A 1.1	Notice to our Policyholder
CL300 1.0	Amendatory Endorsement
BCPI00 4.5	Commercial Property Coverage Conditions
BCL301 1.0	Form Number Reference
BCL120 1.0	Amendatory Endorsement - Assignment
BN1B 1.0	Notice Of Payment-Related Charges
G132 10 06	Notice To Policyholders
EX0606 1.0	Conditional Terrorism Exclusion
BN6025A-D 4.0	Notice - Terrorism-Related Loss

FORM	FORM NAME
CL100 1.0	Common Policy Conditions
CP11.0	Table of Contents
GL100 1.0	Commercial Liability Coverage
BN11A 1.2	Customer Notice: Value-Added Benefits
CL0142 04 24	Amendatory Endorsement Minnesota
BCL100 1.1	Additional Policy Conditions
G133MN 08 24	Notice Concerning Policy Holder Rights
BN6EX 4.0	Notice-Cond Excl-Terrorism-Related Loss



**BROTHERHOOD
MUTUAL**

NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

NOTE: This policy contains a separate deductible for specific storm or wind/hail losses (described in your policy). This deductible may result in out-of-pocket expenses to you.

Property Coverage Details

PROPERTY DEDUCTIBLE	\$7,500	WINDSTORM DEDUCTIBLE	1% (See BCP190 4.1 For Details)
GLASS DEDUCTIBLE	\$7,500		
HAIL DEDUCTIBLE	1% (See BCP190 4.1 For Details)		

Schedule of Locations

LOCATION #	DESCRIPTION	ADDRESS
1/1	School	206 E 39th St Hibbing, MN 55746-3110

Schedule of Buildings and Personal Property

SCHOOL		206 E 39th St Hibbing, MN 55746-3110					LOCATION 1/1
COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM
Building	\$5,609,000	Agreed Amount	N/A	Replacement Cost	0%	Special with Theft	BCP85 4.8
Roof				Actual Cash Value (Roof ACV)			BCP915 4.1
Personal Property	\$1,052,000	Agreed Amount	N/A	Replacement Cost	0%	Special with Theft	BCP85 4.8



NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Schedule of Additional Coverages: All Locations

The policy's property deductible applies to each of these coverages. Details are found on the Commercial Property Coverages BCP12B 4.5 form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Property Off Premises	\$50,000+	\$7,500	BCP12B 4.5
Owned Personal Property-Parsonage	\$10,000	\$7,500	BCP12B 4.5
Building/Personal Property - Newly Acquired/Constructed	\$2,000,000++	\$7,500	BCP12B 4.5
Outside Objects and Structures	\$20,000/category, \$30,000 Total	\$7,500	BCP12B 4.5
For any one landscaping item	\$2,000	\$7,500	BCP12B 4.5
Each loss caused by wind	\$5,000	\$7,500	BCP12B 4.5
Other Structures (Unscheduled) and their Contents	\$15,000 for Structures, \$15,000 for Contents	\$7,500	BCP12B 4.5
Owned Personal Property - Dwellings	5% of dwelling value	\$7,500	BCP12B 4.5
Contents - Buildings and Structures Described on the Declarations	\$15,000+++	\$7,500	BCP12B 4.5
Trailers	\$10,000	\$7,500	BCP12B 4.5
Vehicle Equipment and Accessories	\$25,000	\$7,500	BCP12B 4.5
Money and Securities	\$5,000 (Loss from specified perils only. Doubled on specified holidays)	\$7,500	BCP12B 4.5
Spoilage	\$10,000	\$7,500	BCP12B 4.5
Damage to Buildings and Personal Property from Animals	\$10,000 (\$2,500 sublimit for loss caused by animals listed in policy form)	\$7,500	BCP12B 4.5
Temporary Emergency Coordination/Shelter Operation Clean-Up	\$50,000 for clean-up costs	\$7,500	BCP12B 4.5

+ If the loss resulted from a covered peril and the property is off premises for no longer than 180 days.

++ Coverage applies for 180 days from the time construction begins or the new property is acquired.

+++ Only applies if the limit of insurance shown for the structure is no more than \$15,000 and there is no limit of Organizational Personal Property shown on the declarations for the structure.

The policy's property deductible does not apply to the following coverages. Details are found on the Commercial Property Coverages form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	FORM
Debris Removal Expense - Partial or Total Loss	Partial Loss: Remaining Limit for Covered Property - Total Loss: \$25,000	BCP12B 4.5
Emergency Removal	Coverage applies up to 30 days after property is first moved	BCP12B 4.5
Fire Department Service Charges	\$50,000	BCP12B 4.5
Fire Extinguisher Recharge	\$50,000 if recharged within 30 days	BCP12B 4.5
Pollutant Clean-Up and Removal	\$10,000 (annual aggregate)*	BCP12B 4.5
Installed Lock Recalibration	\$10,000 if recalibrated within 10 days	BCP12B 4.5
Arson Reward	\$20,000**	BCP12B 4.5
Papers and Records (including electronic data)	\$50,000	BCP12B 4.5
Personal Property Owned by Others (non-clergy)	\$5,000 per person/\$25,000 maximum (excess)***	BCP12B 4.5
Personal Property Owned by Clergy	\$30,000 (excess)***	BCP12B 4.5
Theft or Vandalism Reward	\$5,000**	BCP12B 4.5

* If the loss resulted from a covered peril and was reported within 180 days.

** Or the amount paid to the insured as a result of the direct loss, if less than the limit stated above.

*** Additional limits are available



NAMED INSURED Victory Christian Academy
POLICY NUMBER 22MPA0506743
POLICY PERIOD 02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Property Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Optional Coverages: All Locations

Combined Ordinance or Law Enforcement Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Ordinance or Law A - Increased Building Loss	\$500,000	\$7,500	BCP138B 4.5
Ordinance or Law B - Increased Debris Removal	\$250,000	\$7,500	BCP138B 4.5
Ordinance or Law C - Increased Cost of Construction	\$250,000	\$7,500	BCP138B 4.5

Organizational Optional Theft Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Theft of Money and Securities	\$5,000	\$250	BCP36 4.5
Theft of Building Materials	\$5,000	\$250	BCP36 4.5
Theft by Electronic Means	\$5,000	\$250	BCP36 4.5
Theft by Coercion	\$5,000 (\$15,000 Annual Aggregate Limit)	\$250	BCP36 4.5

Ministry Personnel Dishonesty Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Personnel Dishonesty Coverage	\$45,000	N/A	BCP37A 4.5

Earnings and Donations and Extra Expense Coverage Part

Perils Part: See Peril Type for the Property Described on the Schedule of Buildings and Personal Property That Sustains a Loss

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Earnings and Donations	\$100,000	N/A	BCP71 4.8
Extra Expense	\$100,000	N/A	BCP71 4.8

Water Damage - Flood, Backup, and Subsurface

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Water Damage-Flood, Back-up, and Subsurface	\$2,500	\$7,500	BCP25 4.5

Sewer and Drain Back-up Extension

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Sewer/Drain Backup Extension	See Building/Personal Property Limit	\$7,500	BCP135 4.1



NAMED INSURED Victory Christian Academy
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Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Systems / Equipment Breakdown Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Systems/Equipment Breakdown Coverage	Building/Personal Property Limit	\$7,500	BSEB100 4.1

Educational Property Coverage Package

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Athletic/Scholastic Property Coverage Extension	\$50,000	\$7,500	BCP153 1.0
Electronic Devices	\$5,000 per device / \$5,000 maximum (excess)	\$250	BCP153 1.0
Personal Property of Staff Coverage Extension	\$5,000 per person / \$5,000 maximum (excess)	N/A	BCP153 1.0

Rented Personal Property of Others Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Rented Personal Property of Others	\$10,000	\$1,000	BCP12B 4.5

Interior Building Damage Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Interior Building Damage Coverage-Including Gutters/Downspouts Coverage	\$6,731,000	\$7,500	BCP49 4.0

Terrorism Loss Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Certified and Non-Certified Terrorism Loss	\$6,731,000	\$7,500	BCL0600 3.0

Laboratory Clean-up Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Laboratory Clean-up Coverage	\$100,000	\$7,500	BCP124 1.0

Additional Property Forms

FORM	FORM NAME
BCP0335MN 1.0	Amendatory Endorsement Minnesota
BCP500 4.5	Loss Free Deductible Reduction End
BCP88 4.0	Earth Movement & Volcanic Eruption Excl
BN12V 1.0	Notice Regarding Building Valuation
CP0171 10 08	Exclusion Water Damage
EX0651 2.3	NBC Terrorism Exclusion

FORM	FORM NAME
BCP0643 01 08	Exclusion - War and Military Action
BCP700 1.0	Appraisal Endorsement Provision Amend
BCP915 4.1	Property Coverage Modification ACV Roof
BN2567 1.0	Notice Water Damage/Flood Coverage
CL1630 06 06	Conditional Terrorism Exclusion



NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Property Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.



NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Key Liability Coverage Facts: Schedule of Limits

GENERAL OCCURRENCE LIMIT	\$1,000,000
GENERAL AGGREGATE LIMIT	\$3,000,000

Principal Liability Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Bodily Injury/Property Damage Liability (L)	\$1,000,000*	\$3,000,000*	GL100 1.0
Medical Payments (M)	\$5,000*+	\$3,000,000*	GL100 1.0
Products/Completed Work (N)	\$1,000,000*	\$3,000,000*	GL100 1.0
Fire Legal Liability (O)	\$1,000,000*	\$3,000,000*	BGL951 4.5

Supplemental Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Incidental Contractual Liability	\$1,000,000*	\$3,000,000*	GL100 1.0
Incidental Medical Malpractice	\$1,000,000*	\$3,000,000*	GL100 1.0
Mobile Equipment	\$1,000,000*	\$3,000,000*	GL100 1.0

Additional Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Academic Practices Emotional Injury Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Supervision-Related Emotional Injury Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Student Corporal Punishment Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Teacher/Governing Board Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Food Preparation Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Privacy Violation Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Damage To Property of Others Coverage			BGL53 4.5
Not in Your Control	\$1,000*+	\$3,000,000*	BGL53 4.5
In Your Control	\$2,500*+	\$3,000,000*	BGL53 4.5
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$3,000,000*	BGL53 4.5
Concussive Impact Liability Coverage not including High Hazard Activities	\$1,000,000*	\$3,000,000*	BGL53 4.5
International Exchange Student Reimbursement Coverage	\$1,000*	\$3,000,000*	BGL53 4.5

Defense Coverage

Applies in addition to the liability limit unless otherwise specifically stated in an applicable coverage form.

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+ per person limit



**BROTHERHOOD
MUTUAL®**

NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Medical Coverage Extension - Clergy Accidental Death

COVERAGE DESCRIPTIONS	PASTORS	COVERAGE LIMIT	PER ACCIDENT LIMIT	FORM
Clergy Accidental Death Benefit	1	\$15,000*+	\$100,000*	BGL998 3.0

Counseling Acts Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Counseling Acts Liability Coverage	\$1,000,000*	\$3,000,000*	BGL63 4.1
Outside Counseling Reimbursement Coverage	\$5,000+	\$3,000,000*	BGL63 4.1

Cyber Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Computer Use Liability Coverage	\$300,000*	\$900,000*	BGL87 4.5
Electronic Commerce Liability Coverage	\$300,000*	\$900,000*	BGL87 4.5
Data Breach Liability Coverage	\$300,000*	\$900,000*	BGL87 4.5
Outsourced IT Liability Coverage	\$300,000*	\$900,000*	BGL87 4.5
Special Reimbursement Coverage (Data Breach Rectification Costs)	\$75,000	\$75,000	BGL87 4.5
Special Reimbursement Coverage (Electronic Discovery Costs)	\$30,000	\$30,000	BGL87 4.5
Special Defense Coverage (Subpoenas, Regulatory Actions and Injunctive)	\$30,000	\$30,000	BGL87 4.5

Defense Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Covered Lawsuit Proceeding (Proceeding Limit)	\$100,000	\$250,000	BGL89 4.8
Law Enforcement Inquiry (Inquiry Limit)	\$25,000	\$75,000	BGL89 4.8

Directors and Officers Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Directors and Officers (Leadership) Liability Coverage	\$1,000,000*	\$3,000,000*	BGL81 4.1

Benefits Administration Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Employee Benefit Liability Coverage	\$1,000,000	\$3,000,000	BGL83 4.0
(Medical Expense Limit)	\$100,000*	\$500,000*	BGL83 4.0

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+ per person limit



**BROTHERHOOD
MUTUAL**

NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Fire Legal/Nonowned Property Damage Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Property Damage Liability Coverage	\$1,000,000*	\$3,000,000*	BGL951 4.5
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$3,000,000*	BGL951 4.5

Media Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Personal Injury Liability Coverage (Media/Communications Activity)	\$1,000,000*	\$3,000,000*	BGL41 1.0
Personal Injury Liability Coverage (Personal Violations)	\$1,000,000*	\$3,000,000*	BGL41 1.0
Personal Injury Liability Coverage (Unauthorized Access/Posting)	\$1,000,000*	\$3,000,000*	BGL41 1.0
Special Defense Coverage (Alleged Intentional Acts)	\$1,000,000*	\$3,000,000*	BGL41 1.0

Medical Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Athletic Medical Coverage	\$5,000*+	\$3,000,000*	BGL91 4.5

Nonowned Vehicle Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Vehicle Liability Coverage	\$1,000,000*	\$3,000,000*	BGL71B 4.0
Defense Coverage: Authorized Operator	\$1,000,000*	\$3,000,000*	BGL71B 4.0
Rental Vehicle Physical Damage Coverage	\$60,000 per vehicle, \$500 deductible	\$120,000*	BGL71B 4.0
Nonowned Vehicle Medical Payments Extension	\$5,000*+	\$150,000*	BGL71B 4.0
Loss of Use Coverage	\$1,500 per vehicle	\$3,000*	BGL71B 4.0
Trip Occupant Coverage	\$1,000*+	\$3,000,000*	BGL71B 4.0
Damage to Property of Others	\$1,000*	\$3,000,000*	BGL71B 4.0
Nonowned Vehicle Deductible Reimbursement Coverage	\$1,000*	\$3,000,000*	BGL71B 4.0

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+ per person limit



NAMED INSURED
POLICY NUMBER
POLICY PERIOD

Victory Christian Academy
22MPA0506743
02/28/2025 at 12:01 a.m. to 02/28/2026 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Nurse Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nurses' Professional Liability Coverage	\$1,000,000*	\$3,000,000*	BGL234 4.1

Other Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Terrorism Liability Coverage	\$1,000,000	\$3,000,000	BGL0250 3.1

Religious Freedom Protection Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Communication Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66 1.2
Religious Activity Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66 1.2
Discriminatory Acts Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66 1.2
Tax Exempt Challenge: Expense Reimbursement Coverage	\$25,000*	\$25,000*	BGL66 1.2
Litigation Activity: Legal Defense Reimbursement Coverage	See form	See form	BGL66 1.2
Litigation Activity: Declaratory Action Reimbursement Coverage	See form	See form	BGL66 1.2
Educational Institution Extension - Financing/Accreditation Challenge	\$1,000,000	\$3,000,000	BGL466 1.0

Security Operations Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$250,000*	BGL993 4.0
Broadened Wage Loss Reimbursement Coverage (Emotional Injury)	\$10,000*+	\$50,000*	BGL993 4.0
Individual Counseling Coverage	\$10,000*+	\$50,000*	BGL993 4.0
Damage to Security-Related Equipment	\$2,500*+	\$10,000*	BGL993 4.0
Primary Coverage for Specified Individuals	See Form	See Form	BGL993 4.0
Enforcement of Security Policy or Weapons Policy	\$1,000,000*	\$1,000,000*	BGL993 4.0
Negligent Infliction of Emotional Distress Arising from Security Operations	\$1,000,000*	\$1,000,000*	BGL993 4.0

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+ per person limit



NAMED INSURED Victory Christian Academy
POLICY NUMBER 22MPA0506743
POLICY PERIOD 02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

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Traumatic Incident Response Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$300,000*	BGL991B 4.1
Broadened Wage Loss Reimbursement Coverage (Including Emotional Injury)	See form	\$300,000*	BGL991B 4.1
Individual Counseling Coverage	\$5,000*+	\$300,000*	BGL991B 4.1
Additional Organizational Expense	\$100,000*	\$300,000*	BGL991B 4.1

Worldwide Liability Extension Coverage

Extended Foreign Ministry Operations- Excluded

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Short-Term Trip Limited Kidnap and Extortion Expense Reimbursement Coverage	See Form	See Form	BGL112 1.0
Short-Term Foreign Trip Terrorism-Related Travel Interruption Reimbursement	See Form	See Form	BGL112 1.0
Short-Term Foreign Trip Death Reimbursement Coverage For Your Leaders	See Form	See Form	BGL112 1.0
Foreign Operations Image Restoration Extension	See Form	See Form	BGL112 1.0
Expanded Medical Coverage For Foreign Ministry Participants	See Form	See Form	BGL112 1.0

Wage Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Wage Loss Reimbursement Coverage	\$3,500+	\$35,000 per occurrence	BGL99 4.0

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+ per person limit



NAMED INSURED Victory Christian Academy
POLICY NUMBER 22MPA0506743
POLICY PERIOD 02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

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Sexual Acts Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Sexual Acts Liability Coverage With Screening	\$300,000*	\$600,000*	BGL61 4.7
Sexual Harassment Liability Coverage (other than your employees)	\$300,000*	\$600,000*	BGL61 4.7
Improper Reporting of Sexual Acts Liability Coverage	\$300,000*	\$600,000*	BGL61 4.7
Improper Supervision of Convicted Sexual Offenders Liability Coverage	\$300,000*	\$600,000*	BGL61 4.7
Outside Counseling Reimbursement Coverage	\$5,000*+	\$100,000*	BGL61 4.7
Sexual Acts Medical Payment Extension	\$5,000*+	\$100,000*	BGL61 4.7
Image Restoration Extension	\$10,000*	\$600,000*	BGL61 4.7

Schedule of Liability Exposures

In issuing this policy, we have relied on material information provided to us by the Named Insured. The following schedule discloses all of the insured's insurable exposures (as conveyed by the Named Insured) known to exist at the policy inception date. Declared premises must be owned, occupied, or rented by you or your scheduled related organizations.

EXPOSURE DESCRIPTIONS	ADDRESS / BUILDING DESCRIPTION	CODE	RATING BASIS
Before/After School Day Care	Location 1 Building 1 School	07100	2,000 Square Feet
Medical excluding students			20 Students
Parochial or Private School	206 E 39th St Hibbing MN 55746-3110	07900	103 Students
Medical excluding students			
Building or Premises - Lessor's Risk - NOC	206 E 39th St Hibbing MN 55746-3110	17703	5,000 Square Feet
Playgrounds	Location 1 Building 1 School	30320	2 Each
Softball Field	206 E 39th St Hibbing MN 55746-3110	30320	1 Each
Basketball Court	206 E 39th St Hibbing MN 55746-3110	30320	1 Each
Pastoral Counseling			1 Pastor(s)
Special Events			

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+ per person limit



Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

NAMED INSURED Victory Christian Academy
POLICY NUMBER 22MPA0506743
POLICY PERIOD 02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

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High Hazard Activities

For details regarding how these coverage limits will apply, see the *How Much We Pay* section of the High Hazard Activities Coverage Limits Form (BGL-21).

ACTIVITY DESCRIPTION	MEDICAL LIMIT	OCCURRENCE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Skate Park Operations	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Fireworks Sales	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Fireworks Display	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Construction Oversight	\$0 per person	\$100,000	\$300,000	BGL21 4.1
School High Hazard Sports Activities (Concussive Impact)		\$300,000	\$900,000	BGL421 1.1

Other Liability and Medical Forms

FORM	FORM NAME
BGL100A1 2.2	Commercial Liability Endorsement
BGL152 1.0	Additional Insured Endorsement
EX220 1.0	Infectious Disease Liability Exclusion
GL0163 01 08	Exclusion War and Military Action
GL0950 12 99	Known Injury or Damage Amendments
GL894 1.0	Punitive Damages Exclusion
BN998 1.0	Clergy Accidental Death Medical Ext
GL1270 06 06	Conditional Terrorism Exclusion

FORM	FORM NAME
BGL11 4.5	Liability And Medical Coverage Form
BGL960 1.0	Educators Liability Coverage
EX909 1.0	Asbestos Exposure Exclusion
GL0631 05 09	Amendatory Endorsement Minnesota
GL890 1.0	Lead Liability Exclusion
BGL939A1 1.0	Additional Insured - Excess Liability
EX0281 2.4	NBC Terrorism Exclusion

Additional Insureds

NAME	LOAN/REFERENCE NUMBER	INTEREST	ADDRESS
None	None	None	None

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+ per person limit



NAMED INSURED	Victory Christian Academy
POLICY NUMBER	22MPA0506743
POLICY PERIOD	02/28/2025 at 12:01 a.m. to 02/28/2026 at 12:01 a.m.

Commercial Excess Liability Supplemental Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

In return for the payment of the premium, and subject to all the terms of the policy, we agree with you to provide the insurance as stated in the Excess/Umbrella Liability Coverage endorsement BGL939 4.7.

Key Excess Liability Coverage Facts

NAME OF INSURED	Victory Christian Academy
ADDRESS	206 E 39th St, Hibbing, MN 55746-3110
EXCESS LIABILITY POLICY PERIOD	2/28/2025 to 2/28/2026 at 12:01 a.m. at the location listed above
EXCESS LIABILITY ANNUAL PREMIUM	\$525

Excess Liability Coverage - Limit of Insurance

Coverage Limit (per Occurrence)	\$1,000,000
Coverage Aggregate Limit	\$1,000,000
Deductible/Retention	N/A

Optional Excess Coverage Information

COVERAGE	STATUS	LIMIT
Directors and Officers Liability Coverage	Excluded	N/A
Sexual Acts Liability Coverage	Excluded	N/A
Employment Practices Liability Coverage	Excluded	N/A
Cyber Liability Coverage	Excluded	N/A
Benefits Administration Liability Coverage	Excluded	N/A

Schedule of Underlying Insurance

TYPE	INSURER	POLICY PERIOD	POLICY NUMBER	LIMITS OF LIABILITY
General Liability	Brotherhood Mutual Insurance Company	02/28/2025 - 02/28/2026	22MPA0506743	\$1,000,000 Occ/\$3,000,000 Agg
Employer's Liability	Brotherhood Mutual Insurance Company	See applicable declarations page.		\$500000/\$500000/\$500000

City of Hibbing **SPECIAL EVENT Permit Application**

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Washington ELC in your Neighborhood		
Date of Event:	2-23-25		
Location of Event:	Bryan Park		
Organizer:	Christi Estey		
Organizer Contact Information:	Home Phone:	Work Phone:	Cell Phone: 218-969-1255

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

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

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

☒ Applications MUST BE FILLED OUT COMPLETELY & ALL NECESSARY REQUIREMENTS ATTACHED.

LOCATION OF EVENT: Bryan Park

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

WEPTD event to bring Washington staff into neighborhoods

Date of Event: 2/24/20

Refer media or citizen inquires to:

Christi Estey Telephone: 218-969-1255

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:

Ms. Christina Estey

Address:

1703 14th Ave E. Hibbing

Mailing Address:

Affiliation:

teacher / PTO President

Telephone: (day) 218-969-1255 (evening) _____

EVENT PRINCIPALS:

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

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

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

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE <i>(first choice):</i> <u>2/24/26</u>	
Alternate days and dates: • _____ • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>3:30</u> a.m. / <u>(p.m.)</u> To <u>5:30</u> a.m. / <u>(p.m.)</u>	
SET UP beginning Day and Date **Indicate the time at which any unit of an event will begin to assemble at such area Day: <u>2/24/26</u> Time: <u>3:00</u> a.m. / <u>(p.m.)</u>	
Describe the number and type of animals to be used in the Event ☐ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached	
Anticipated number of Participants: _____ Spectators: _____	
**INSURANCE	
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.	

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation". *Bring trash cans*
- ☐ 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. *Christi Estey*
- ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. *NA*
- ☐ Indicate who and how many will be responsible for cleaning up the event after the event. *Christi Estey*
- ☐ 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. 3:30-5:30 <i>Music playing from speaker</i>
	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) 
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.
	Describe how, where, when and by whom the alcoholic beverages will be served.
	List of people who will be selling the alcohol:
	Have they attended server training? ☐ Yes ☐ No

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

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

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

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

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

- ☐ Ambulance
☐ Doctors
☐ Nurses
☐ Paramedics

How Provided:

_____ parents of children
 _____ are present

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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

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

MITIGATION OF THE IMPACT ON OTHERS:

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

OTHER PERTINENT INFORMATION:



Request for Council Action

City Council Action

Approve the release of the request for proposals for expansion of the abandoned farmstead wetland bank in the city of Hibbing.

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

Approve the release of the request for proposals for expansion of the abandoned farmstead wetland bank in the city of Hibbing.

Attachments

1. City of Hibbing Wetland Bank RFP

City of Hibbing
Request for Proposals
Wetland Bank Review and Expansion Feasibility Analysis
Issued: January 26, 2026
Proposals Due: February 27, 2025 at 2 p.m.



Contact Person:

City of Hibbing, 401 East 21st Street, Hibbing, MN 55746
Cell: (218)
Email:

1. Introduction:

The City of Hibbing, Minnesota is seeking proposals from qualified environmental, engineering, and wetland consulting firms to review the City's existing Abandoned Farmstead Wetland Bank, assess current available credits, and evaluate the feasibility of expanding wetland banking capacity at the existing site to support future development.

The purpose of this Request for Proposals (RFP) is to obtain clear, actionable information regarding what wetland credits the City currently holds, how those credits may be used under current state and federal regulations, and whether expansion of wetland banking capacity is feasible at the existing wetland bank location for future public or private development needs.

2. Project Background:

The City of Hibbing established the Abandoned Farmstead Wetland Bank in the mid-1990s through restoration and creation of wetlands on previously farmed land. Wetland credits were formally deposited into the State of Minnesota Wetland Bank and have since been used to offset wetland impacts associated with public infrastructure and development projects.

The wetland bank remains active, with credits withdrawn as recently as 2022. Regulatory requirements governing wetland banking have evolved since the original bank approval, making it necessary to review the current status of the bank, confirm the remaining credits and their allowable uses, and evaluate whether additional credits could be generated at the existing site under current rules.

3. Scope of Work:

Task 1 – Existing Wetland Bank Review and Credit Accounting

The consultant shall review all available documentation related to the Abandoned Farmstead Wetland Bank, including original approvals, credit deposits, withdrawals, and regulatory correspondence. The consultant shall confirm and document:

- Current wetland credit balance(s);

- Credit group(s) and wetland type(s);
- Applicable service area(s);
- Any restrictions on credit use;
- Ongoing maintenance or stewardship obligations; and
- Current regulatory standing with the Minnesota Board of Water and Soil Resources (BWSR) and the U.S. Army Corps of Engineers.

Deliverable: A technical memorandum clearly documenting what wetland credits the City currently holds.

Task 2 – Credit Use and Regulatory Applicability Analysis

The consultant shall evaluate current regulatory requirements under the Minnesota Wetland Conservation Act, the BWSR Wetland Banking Program, and applicable federal regulations. The analysis shall identify how the City’s existing wetland credits may be applied to future development projects, including public infrastructure, housing, and other municipal or private development.

Deliverable: A regulatory summary explaining how existing credits may be used and any limitations or risks associated with their use.

Task 3 – Expansion Feasibility at Existing Wetland Bank Site

The consultant shall evaluate the feasibility of expanding wetland banking capacity at the existing Abandoned Farmstead Wetland Bank site. This planning-level analysis shall include:

- Review of existing site conditions and historic restoration areas;
- Identification of physical, regulatory, or environmental constraints;
- Conceptual estimation of potential additional credit types and quantities;
- Discussion of anticipated regulatory approval processes and timelines; and
- Order-of-magnitude cost estimates for investigation, permitting, construction, and long-term management.

Deliverable: A feasibility analysis addressing whether expansion at the existing site is realistic and beneficial for future development needs.

4. Proposal Requirements:

Proposals shall include:

- Understanding of the project and objectives;
 - Detailed approach and methodology;
 - Qualifications and experience of the project team;
 - Relevant wetland banking experience in Minnesota;
 - Project schedule; and
 - Cost proposal with task-level breakdown.
-

5. Selection Process:

Proposals will be reviewed by City staff. Interviews may be conducted at the City's discretion. Final selection will be subject to approval by the City Council.

Selection criteria include understanding of project goals, technical approach, relevant experience, qualifications of assigned staff, ability to meet schedule, and cost effectiveness.

6. Deliverables:

The consultant shall provide the following:

- Wetland Bank Status and Credit Accounting Memorandum;
 - Credit Use and Regulatory Applicability Summary;
 - Wetland Bank Expansion Feasibility Report; and
 - Presentation materials suitable for City staff, boards, and City Council.
-

7. RFP Schedule:

- February 27, 2026 – Proposals Due
 - Week of March 2, 2026 – Interviews conducted by City staff
 - March 18, 2026 – City Council reviews and acts on staff recommendation
-

8. Disclaimers

The City of Hibbing reserves the right to:

- Reject any or all proposals
 - Modify or withdraw this RFRP
 - Request additional information from applicants
 - Negotiate terms with one or more respondents
-

9. Submission Instructions

Please submit one (1) electronic copy (PDF format) of your proposal by the due date to the contact listed above.

 AIA[®] Document B132[™] – 2019**Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

AGREEMENT made as of the seventeenth day of November in the year two thousand twenty-five
(In words, indicate day, month, and year.)

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

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

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

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"
216 South Main Street
Crookston, MN 56716

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

Hibbing Public Library Tech Center and Toilet Rooms Renovation
2020 5th Avenue East
Hibbing, MN 55746

WSN Project #2025-11544

The Construction Manager:
(Name, legal status, address, and other information)

Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program consists of the renovation of portions of the Hibbing Public Library to enhance accessibility and technology resources. The project includes the replacement of existing child-sized toilet rooms with an adult-sized, ADA-compliant facility and the renovation of a designated area to create a Technology Center supporting meetings, collaboration, and public technology use. The Owner's program has been developed through discussion between the City of Hibbing and the Architect and is further described in correspondence and the Architect's proposal dated September 3, 2025.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The Project is located at the Hibbing Public Library, 2020 5th Avenue East, Hibbing, Minnesota. The work consists of interior renovations within the existing facility, limited to the areas designated for the Technology Center and toilet rooms. The site is an established municipal property with existing parking, utilities, and access. No exterior, site, or structural modifications are anticipated. No geotechnical, traffic, or utility studies are required for this scope of work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Six Hundred Thousand Dollars (\$600,000)

Init.

/

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User Notes:

(1734690386)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Winter 2026

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Design Bid-Build

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Nick Arola
City Services Director
City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Telephone Number: 218-421-5565
Email address: nickarola@hibbingmn.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

(Paragraphs deleted)

.2 Geotechnical Engineer:

N/A

(Paragraphs deleted)

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Katie Hildenbrand, CID, VP
Widseth Smith Nolting & Associates, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-274-6049
Email Address: katie.hildenbrand@widseth.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Engineer on Staff at Widseth

.2 Mechanical Engineer:

Mechanical Engineer on Staff at Widseth

.3 Electrical Engineer:

Electrical Engineer on Staff at Widseth

.4 Civil Engineer:

Init.

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for,

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the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General,

Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review the application for payment and determine the amounts that the Architect recommends the Contractor be paid. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and recommend the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall review the amount due the Contractor and shall issue a recommendation for payment.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall review the total amount due all Contractors collectively and shall issue a Project Certificate for Payment indicating recommendations in total.

§ 3.6.3.2 The Architect's recommendation for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in

consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental service as noted in 4.1.1 are to be per industry standard.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

Intentionally Deleted.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation

of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

(Paragraph deleted)

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

(Paragraphs deleted) 25% of the remaining compensation indicated in Section 11.1 at the time of termination.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.6.1 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project. It is acknowledged by both parties that the Architect's

scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate Specialist Consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Schematic Design and Construction Documents Services: Total Lump Sum fee of forty-five thousand, six hundred dollars (\$45,600.00).

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Construction Administration Services: Hourly Rate basis per Exhibit A – Fee Schedule (2026)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Compensation amount shall be included in Section 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:

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

Schematic Design Phase	thirty	percent (	30	%)
Design Development Phase	Not Applicable	percent (		%)
Construction Documents Phase	sixty-five	percent (	65	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	Not Applicable – provided on an hourly basis	percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Cost of the Work, as defined by Section 6.1. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph deleted)

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.8 Compensation for Reimbursable Expenses
Intentionally Deleted.

(Paragraphs deleted)

Init.

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User Notes:

(1734690386)

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1 %) monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 Prior to the issuance of signed Construction Documents and/or Reports, all Architect's invoices older than 35 days shall be paid in full.

§ 11.10.2.5 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (35) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Owner authorizes the Architect to use the project for tax savings incentive 179D. The Owner will allow the Architect access to the building for 3rd party on-site visit to verify the energy efficiencies and provide copies of energy usage (utility bill) as necessary to obtain 179D tax deduction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Exhibits

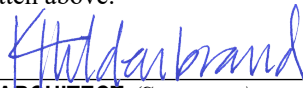
(Paragraphs deleted)

Exhibit A – Fee Schedule (Current Year's Version)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Katie Hildenbrand, CID, VP, Office Manager

(Printed name, title, and license number, if applicable)

Additions and Deletions Report for AIA® Document B132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:29:47 ET on 12/19/2025.

PAGE 1

AGREEMENT made as of the seventeenth day of November in the year two thousand twenty-five

...

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

...

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"
216 South Main Street
Crookston, MN 56716

...

Hibbing Public Library Tech Center and Toilet Rooms Renovation
2020 5th Avenue East
Hibbing, MN 55746

WSN Project #2025-11544

...

Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

PAGE 2

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

...

The Owner's program consists of the renovation of portions of the Hibbing Public Library to enhance accessibility and technology resources. The project includes the replacement of existing child-sized toilet rooms with an adult-sized, ADA-compliant facility and the renovation of a designated area to create a Technology Center supporting meetings, collaboration, and public technology use. The Owner's program has been developed through discussion between the City of Hibbing and the Architect and is further described in correspondence and the Architect's proposal dated September 3, 2025.

...

The Project is located at the Hibbing Public Library, 2020 5th Avenue East, Hibbing, Minnesota. The work consists of interior renovations within the existing facility, limited to the areas designated for the Technology Center and toilet rooms. The site is an established municipal property with existing parking, utilities, and access. No exterior, site, or structural modifications are anticipated. No geotechnical, traffic, or utility studies are required for this scope of work.

...

Six Hundred Thousand Dollars (\$600,000)

PAGE 3

Winter 2026

...

Design Bid-Build

...

N/A

...

N/A

...

Nick Arola
City Services Director
City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Telephone Number: 218-421-5565
Email address: nickarola@hibbingmn.gov

PAGE 4

Adolfson & Peterson Construction
408 West Superior Street
.2 Land Surveyor: Duluth, MN 55802

~~.3~~ .2 Geotechnical Engineer:

N/A

...

~~.4~~ Civil Engineer:

...

Katie Hildenbrand, CID, VP
Wideth Smith Nolting & Associates, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-274-6049
Email Address: katie.hildenbrand@wideth.com

...

Structural Engineer on Staff at Wideth

...

Mechanical Engineer on Staff at Wideth

...

.3 Electrical Engineer:

Electrical Engineer on Staff at Wideth

.3 Electrical Engineer:

.4 Civil Engineer:

Civil Engineer on Staff at Wideth

PAGE 5

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the

Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~(\$—)One Million Dollars (\$1,000,000)~~ for each occurrence and ~~(\$—)Two Million Dollars (\$2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—)One Million Dollars (\$1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$—) each accident, (\$—) each employee, and (\$—) Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.~~

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—) per claim and (\$—) Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.~~

...

§ 2.6.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

PAGE 10

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review ~~and certify an application for payment, the application for payment and determine the amounts that the Architect recommends the Contractor be paid.~~ Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and ~~certify-recommend~~ the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall ~~certify-review~~ the amount due the Contractor and shall issue a ~~Certificate for Payment in such amount-recommendation for payment.~~
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall ~~certify-review~~ the total amount due all Contractors collectively and shall issue a Project Certificate for Payment ~~in the total of such amounts-indicating recommendations in total.~~

§ 3.6.3.2 The Architect's ~~certification-recommendation~~ for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is ~~in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. generally in accordance with the Contract Documents.~~ The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Not Provided</u>
§ 4.1.1.10	Landscape design	<u>Not Provided</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

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Supplemental service as noted in 4.1.1 are to be per industry standard.

...

N/A

...

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.Intentionally Deleted.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1— Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2— Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3— Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4— Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5— Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6— Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7— Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8— Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9— Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10— Evaluation of the qualifications of entities providing bids or proposals;
- .11— Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12— Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1— Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2— Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3— Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4— Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5— Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ☐ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 ☐ visits to the site by the Architect during construction
- .3 ☐ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ☐ inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

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§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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☒ Litigation in a court of competent jurisdiction

...

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

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

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(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

...

~~.2~~ — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
25% of the remaining compensation indicated in Section 11.1 at the time of termination.

...

§ 10.6.1 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate Specialist Consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

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Schematic Design and Construction Documents Services: Total Lump Sum fee of forty-five thousand, six hundred dollars (\$45,600.00).

...

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation amount shall be included in Section 11.1

PAGE 21

(Insert amount of, or basis for, compensation.)

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%),~~ five percent (5%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

...

Schematic Design Phase	<u>thirty</u>	percent (	<u>30</u>	%)
Design Development Phase	<u>Not Applicable</u>	percent (		%)
Construction Documents Phase	<u>sixty-five</u>	percent (	<u>65</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Not Applicable – provided on an hourly basis</u>	percent (		%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the ~~Owner's most recent budget for the Cost of the Work.~~ Cost of the Work, as defined by Section 6.1. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

Intentionally Deleted.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 — Transportation and authorized out-of-town travel and subsistence;

- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (— %)~~ of the expenses incurred.

PAGE 22

§ 11.10.1.1 An initial payment of (~~\$—~~) Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (~~\$—~~) Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%—~~ One percent (1 %) monthly

...

§ 11.10.2.4 Prior to the issuance of signed Construction Documents and/or Reports, all Architect's invoices older than 35 days shall be paid in full.

§ 11.10.2.5 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (35) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above

shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

...

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner authorizes the Architect to use the project for tax savings incentive 179D. The Owner will allow the Architect access to the building for 3rd party on-site visit to verify the energy efficiencies and provide copies of energy usage (utility bill) as necessary to obtain 179D tax deduction.

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.2 Building Information Modeling Exhibit, if completed: Exhibits

—

.3 Exhibits:

— *(Check the appropriate box for any exhibits incorporated into this Agreement.)*

— ☐ AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
— *(Insert the date of the E235-2019 incorporated into this Agreement.)*

—

— ☐ Other Exhibits incorporated into this Agreement:
— *(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

—

.4 Other documents:

— *(List other documents, if any, forming part of the Agreement.)*

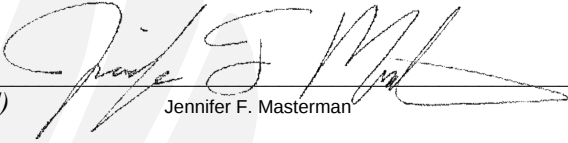
Exhibit A – Fee Schedule (Current Year's Version)

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:29:47 ET on 12/19/2025 under Order No. 3104240140 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)  _____
Jennifer F. Masterman

Project Coordinator, CDT, CCCA

(Title)

12/19/2025

(Dated)

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

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

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

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



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. DOC010626

At the Council meeting held January 7, 2026, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 26-01-_____

**RESOLUTION ORDERING THE REMOVAL OF A HAZARDOUS CONDITION
LOCATED AT LOTS 17, 18, AND 19, BLOCK 7, SUNNYSIDE**

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

1. That Devin P. Mousseau is the record owner of Lots 17, 18, and 19, Block 7, SUNNYSIDE, Hibbing, and upon information and belief Devin Mousseau resides at 2821 8th Avenue East, Hibbing, Minnesota 55746.

2. That Lots 17, 18, and 19, Block 7, SUNNYSIDE, has a street address of 2821 8th Avenue East and is in the City of Hibbing.

3. That the Council by this Resolution has determined that the premises at the above-described property has a hazardous condition and is in such condition so as to require the removal of the said condition. Specifically, the Council finds that because the premises consists of wood piles, garbage, scrap metal, boat with improper registration, and a RV Trailer without proof of proper registration constituting a hazard to public safety and health.

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

5. The Clerk of the City of Hibbing is hereby authorized to notify the owner of the above described property by serving the Order as provided in Minnesota Statutes Section 463.17, Subd. 2, that the hazardous condition must be removed within 30 days from the date of the receipt of the Order, and that further the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court within the County for a summary enforcement of the Order unless such action is taken, or an answer filed within 20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to remove the condition and to charge the real estate with the costs of the removal pursuant to Minnesota Statutes 463.21.

City of Hibbing
Resolution No. 26-01-XX
January 7, 2026

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this 7th day of January, 2026.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Clerk Candie Seppala

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, January 7, 2026.

Candie Seppala
Senior Executive Assistant

ORDER

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

IN RE: Lots 17, 18 and 19, Block 7, SUNNYSIDE
 2821 8th Avenue East, Hibbing, St. Louis County, Minnesota

TO: Devin Mousseau, 2821 8th Avenue East, Hibbing, Minnesota
 55746

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

wood piles, garbage, scrap metal, boat with improper registration, and a RV Trailer without proof of proper registration constituting a hazard to the public safety and health.

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

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

Dated: _____, 2026

CITY OF HIBBING

Signed _____
Clerk Candie Seppala



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. DOC010626

At the Council meeting held January 7, 2026, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 26-01-____

RESOLUTION ORDERING THE REMOVAL OF A HAZARDOUS CONDITION
LOCATED AT LOTS 4 AND 5, BLOCK 7, KITZVILLE

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

1. That Casey Pittman, Dustin Guillen and Natasha Bartkowicz are the record owners of Lots 4 and 5, Block 7, KITZVILLE.

2. That Lots 4 and 5, Block 7, KITZVILLE, has a street address of 308 Mitchell Avenue and is in the City of Hibbing.

3. That the Council by this Resolution has determined that the premises at the above-described property has a hazardous condition and is in such condition so as to require the removal of the said condition. Specifically, the Council finds that because the premises consists of garbage, piles of tires and scrap metal, piles of construction parts, several vehicles with unknown registration and abandoned property constituting a hazard to public safety and health.

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

5. The Clerk of the City of Hibbing is hereby authorized to notify the owner of the above described property by serving the Order as provided in Minnesota Statutes Section 463.17, Subd. 2, that the hazardous condition must be removed within 30 days from the date of the receipt of the Order, and that further the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court within the County for a summary enforcement of the Order unless such action is taken, or an answer filed within 20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to remove the condition and to charge the real estate with the costs of the removal pursuant to Minnesota Statutes 463.21.

City of Hibbing
Resolution No. 26-01-____
January 7, 2026

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this 7th day of January, 2027.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Clerk Candie Seppala

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, January 7, 2026.

Candie Seppala
Senior Executive Assistant

ORDER

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

IN RE: Lots 4 and 5, Block 7, KITZVILLE
 308 Mitchell Avenue, Kitzville, Hibbing, St. Louis County,
 Minnesota

TO: Casey Pittman, 5981 Powers Road, Hibbing, MN 55746
 Dustin Guillen, 1112 16th Avenue East, Hibbing, MN 55746
 Travis Guillen, 308 Mitchell Avenue, Kitzville, MN 55746
 Natasha Bartkowicz, 1112 16th Avenue East, Hibbing, MN 55746

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

Accumulated garbage, piles of tires and scrap metal, piles of construction parts, several vehicles with unknown registration and abandoned property constituting a hazard to the public safety and health.

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

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

Dated: _____, 2026

CITY OF HIBBING

Signed _____
Clerk Candie Seppala



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ord-XXX-Section10-22-Cat-Regulation-2025-12-draft

ORDINANCE NO. _____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES", BY REVISING SECTION 10.22 'CAT REGULATION'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code, Section 10.22 entitled "Cat Regulation" is hereby amended by adding a subdivision paragraph 5 entitled "Regulation of Free Roaming Cats" reading as follows:

"Subd. 5. Regulation of Free Roaming Cats.

WHEREAS, the City of Hibbing recognizes the presence of free-roaming (stray) cats in the community;

WHEREAS, the City seeks to reduce unnecessary shelter intake of healthy cats and prioritize animal control resources;

WHEREAS, the City supports community-based compassion and responsible care for animals without requiring removal or impoundment.

Section 1. Purpose. The subdivision of the ordinance provides guidance for the City's response to stray cats. Its goals are to:

- Reduce unnecessary impoundment of healthy free-roaming cats.
- Promote non-punitive, community-based responses.
- Clarify the role of Animal Control regarding free-roaming cats.

Section 2. Definitions.

- **Free-Roaming Cat:** Any domestic cat observed outdoors and not under the direct control of a person.
- **Impoundment:** the act of taking a cat into the custody of a shelter or Animal Control facility.
- **Animal Control:** The City or County official(s) designated to enforce animal laws within the jurisdiction of Hibbing.

Section 3. Animal Control Policy on Stray Cats.

A. Non-Mandatory Impoundment

Animal Control shall not be required to pick up or impound a free-roaming cat solely because it is at large or appears unowned.

B. Authorized Grounds for Impoundment

A free-roaming cat may be impounded only if:

1. It is visibly injured or ill and requires medical care.
2. It poses an immediate risk to public health or safety (e.g., suspected of rabies).
3. It has displayed aggressive behavior toward people or domestic animals.
4. It is part of a court-ordered animal welfare investigation or legal complaint.

C. Friendly Cats

Animal Control may pick up and impound friendly, approachable stray cats when:

1. The cat can be safely handled by officers.
2. The cat appears to be lost, abandoned, or in need of shelter.
3. A resident requests pickup and the animal is safely contained.

D. Feral or Unsocialized Cats

Animal Control is **not required** to pick up feral (unsocialized) cats unless:

1. The cat is visibly injured or suffering.
2. The cat presents a danger to public health or safety.
3. There is an active complaint involving threats, attacks, or serious nuisance behavior.

E. Use of Live Traps

1. Animal Control **may use live traps**, when necessary, but **will not routinely trap feral cats** for the sole reason of being unowned or at large.
2. Live trapping may be used if:
 - The cat is injured or sick.
 - The cat is the subject of a verified nuisance or public safety complaint.

- A resident has received permission from Animal Control to use a city-approved trap in coordination with Animal Control services.

Section 4. Public Nuisance and Complaint Process.

- A. Free-roaming cats shall not be considered a public nuisance unless:
- They are causing damage to property.
 - Creating unsanitary conditions.
 - Repeatedly engaging in aggressive or dangerous behavior.
- B. If a nuisance complaint is filed, Animal Control may investigate and take appropriate action as authorized by this and other applicable ordinances.

Section 5. Education and Public Information. The City may publish or make available educational materials to assist residents in peacefully coexisting with free-roaming cats and avoiding conflicts."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 10.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. 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 December, 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

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-Section-2-16-Library-Board-2025-12-18

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 five (5) members is hereby established for the purpose of advising the Council as to the management and operation of the Public Library.

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 January, 2026.

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 _____, 2026. Affidavit of Publication attached.)



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

Approve Falcon road patch trailer

Description of Agenda Item

4-ton asphalt patching trailer.

Strategic Initiative

Replacing the current patch trailer with a new designed dumping trailer to improve our alley patching efforts. This will help our crews when patching our alleys and streets more efficiently.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

We have touched on this subject a few times and this is the best option to patch alleys until replacement can take place.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Undesignated funds will be used to purchase. 400-43-3100-540

Action Requested

Approve Sourcewell quote to Sanitation Products for \$44,034.00

Attachments

1. Falcon Patch Trailer 12-19-2025

Bill To
Hibbing, City Of
401 East 21st Street
Hibbing, MN 55746

Proposal Date : Dec 19, 2025
Reference# : Sourcewell #050625-
FRM

#	Item & Description	Qty	Rate	Amount
1	Falcon 4 Ton Transporter	1.00 EACH	38,908.00	38,908.00
2	10lb Extinguisher	1.00	460.00	460.00
3	Hopper Access Step	1.00	302.00	302.00
4	LP Torch with 20lb Bracket	1.00	632.00	632.00
5	LP Torch Hose Reel	1.00	935.00	935.00
6	Rubber Flaps for Loading Doors	1.00	424.00	424.00
7	Freight/Shipping	1.00	2,373.00	2,373.00
			Sub Total	44,034.00
			Total	\$44,034.00

Notes

Quotes are valid for 30 days.
Thank you and we look forward to your business.



Request for Council Action

City Council Action

Approve purchase of water tank skid unit

Description of Agenda Item

2600 gallon water tank unit for our plow truck with hook.

Strategic Initiative

This will give us the capability to chloride sections of dirt roads such as the mine view when needed. Dust control options outside the contractor will be a huge benefit.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

This is an addition to getting the most utilization out of this plow truck all year round. This will be lined up with the build of our plow truck to deliver this spring.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Undesignated funds will be used for this purchase. 400-43-3100-540

Action Requested

Approve quote to Towmaster Truck Equipment for \$46,161.00

Attachments

1. 96379 Hibbing Water Tank Skid Unit



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 96379

**** QUOTATION ****

Ship To:	Cust:	3832	Phone:	Bill To:	Phone:
HIBBING, CITY OF				HIBBING, CITY OF	
401 E 21ST STREET				401 E 21ST STREET	
HIBBING		MN 55746	USA	HIBBING	MN 55746

ATTN: JOE MCKENNY

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/21/25	5/21/25	0/00/00

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	1	9903288	- Control Add-on Force 6100 for Direct Application Valve Module, & Feedback, for 3 Lane only.	\$2,187.00	\$2,187.00
	1	9905007	- VariTech Ind. LDS AI2600-DAS HYD POWERED Anti-Ice System	\$30,727.00	\$30,727.00
	1	9905008	- VariTech Ind. Tank Tamer® Ball Baffle System AI2600	\$5,219.00	\$5,219.00
	1	9902490	- VariTech Ind. Installation of direct module and switch package for use with existing control (MUST ADD/USE 9903288 ALSO)	\$1,253.00	\$1,253.00
	1	9901751	- VariTech Ind. 1 Lane Spray Bar UPGRADE to Stainless Steel, AI1035-2600	\$839.00	\$839.00
	1	2025785	- TMTE CS A-FRAME skid for Hooklift, painted Gloss black, AI2600-DAS	\$8,741.00	\$8,741.00
	1	9906368	- Varitech DEDUCT, Delete std galv skid framework, AI2600-DAS	\$5,230.00-	\$5,230.00-
	1	9901748	- Anti-Icing Installation of anti-icing system (A-FRAM HOOKLIFT TYPE)	\$2,425.00	\$2,425.00

Accepted by

Date

Price: \$46,161.00

Total Discounts:

Net Cost: \$46,161.00

Freight

Total: \$46,161.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.