



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, January 21, 2026
5:00 PM

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

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

Members may participate through remote technology

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. Add: Consent Agenda #2, #20-#25

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Reorganization and Regular Hibbing City Council Meeting of January 7, 2026
2. Approve the Minutes of the Hibbing City Council Workshop of January 7, 2026

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated January 15, 2026, checks #181923-181995 and drafts totaling \$870,517.59
2. Approve Accounts Payable dated January 20, 2026, checks #181996-181999 in the amount of \$46,430.45
3. Approve City Payroll for the pay period ending January 9, 2026 in the amount of \$659,333.08
4. Approve the street sweeper lease agreements with Macqueen Equipment for 2026 in the amount of \$29,000
5. Authorize the surplus of one John Deere road grader
6. Authorize the Mayor to sign on to the letter from the National Mining Association to Congressional Leadership encouraging members of Congress to vote to remove the mineral withdrawal.

7. Approve the revised 2026 Fee Schedule
8. Accept liability coverage limits of \$1,500,000 from LMCIT and elect NOT to WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes 466.04
9. Authorize the posting of one Full-Time Lead Equipment Operator/Burial Service position.
10. Approve the out-of-state-travel for Rachael Shiek to attend Digital Evidence Investigators Training in Hoover, Alabama from May 3rd-June 12th. All expenses except for a rental car and (2) days of meals will be paid for by the Department of Homeland Security.
11. Approve the 2-year management agreement with Randy Murray for golf course operator of the Hibbing Municipal Golf Course.
12. Approve the 2026 Massage Therapy License of Sarah Anderson of Sarah's Hair and Body Care, 1927 2nd Ave E
Permit #001493
13. Authorize the hire of Emma Reini for the Temporary Library Intern pending pre-employment contingencies.
14. Approve RESOLUTION NO. 26-01-07 AUTHORIZING THE CITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION FOR COMMERCIAL REDEVELOPMENT FUNDING TO ASSIST WITH REDEVELOPMENT OF THE ST. MICHAEL'S ORTHODOX CHURCH SOCIAL HALL AT 701 EAST 40TH STREET HIBBING, MN 55746
15. Out of State Travel for POC Firefighter Lea Deroissart-Vesel to take the CPAT test in Merrill, WI Feb 6 2026
16. Accept and place on file the Hibbing Police Department's December 2025 Activity Report
17. Approve the Special Event Permit Application of Palmers of Hibbing to hold their 2026 Vintage Iron on the Range on Saturday, February 14, 2026 in Hibbing
18. Approve the 2am Liquor License of Mikes Pub, 413 East Howard Street
19. Approve the 2026 Liquor Licenses Renewals (Pending current taxes, utilities, and insurance)
 - 2026 On-Sale Liquor Licenses
 - 2026 Off-Sale Liquor Licenses
 - 2026Off-Sale Brew Pub Liquor Licenses
 - 2026 Club On-Sale Liquor Licenses
 - 2026 Wine On-Sale Liquor Licenses
 - 2026 3.2 Beer On- Sale and Off-Sale Liquor Licenses

- 2026 Sunday Liquor Licenses

20. Approve the Raffle Permit Application Request of Iron Mining Association to hold their raffle on Monday, February 23, 2026 at the Hibbing Cufpling Club
Raffle Permit #25-01-06
21. Approve the Raffle Permit Application Request of the Bourealis Art Guild to hold Bingo at the Elk's Lodge on May 7, 14, 21, & 28, 2026
Raffle Permit #26-01-07
22. Approve the Raffle Permit Application request for the Iron Range Women of Today to hold Bingo at the Elk's Lodge on March 5, 12, 19, & 26, 2026
Raffle Permit #26-01-08
23. Approve the Filming/Motion Picture Production Permit Application of Oxymoronic Pictures, LLC February 14-20, 2026 in Hibbing
24. Approve the Special event permit for the Bluejacket Extravaganza to be held at the Hibbing Memorial Building on Saturday, March 21, 2026
25. Approve the quote for the service contract renewal from Forte (formerly AVI) in the amount of \$14,240.00. This includes Pro Support, Haivision maintenance, Tightrope systems, and Tricaster support.
26. Set the next Hibbing City Council Meeting for Wednesday, February 4, 2026 at 5:00 p.m. in the City Council Chamber
27. Set the next Hibbing City Council Workshop Meeting for Wednesday, February 4, 2026 in the Hibbing City Hall Council Chamber

VII. PUBLIC FORUM:

VIII. CITY COUNCIL REPORTS

1. Chisholm Hibbing Airport Authority
Public Utilities Commission
HEDA

IX. DEPARTMENT AND COMMITTEE REPORTS:

1. **City Administrator Greg Pruszinske**
 - a. City Administrator's Report
Public Safety Center Project Update
Public Safety Center Project Change Orders
Public Safety Center Change Orders Action
2. **City Services Director Nick Arola**

- a. Approve the professional services agreement with Excelsior Bay Group for feasibility study services.
- b. HPU request to proceed with the condensate return line project at the Hibbing Memorial Building.

3. City Attorney Andy Borland

- a. 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.
- b. AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY REPEALING ORDINANCE NO. 247 AND DELETING SECTION 2.31 'POLICE CIVIL SERVICE COMMISSION' AND DELETING SECTION 2.32 'FIREFIGHTERS CIVIL SERVICE COMMISSION'.

X. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Requesting council to approve the agreement with BNSF to rehabilitate the crossings at 5th Avenue East and 13th Avenue East.

2. City Services Director Nick Arola

- a. Approve the quote from MTI distributing for a new Toro sprayer for the parks and golf course.
- b. Approve the quote from Bougalis Inc for site work and installation of the new shelter at Carey Lake recreation area.

3. Fleet Manager Joe McKenney

- a. Approve 11 foot Stainless Steel Dump Body to Crysteel Truck Equipment for the amount of \$38,513.50
- b. Approve 2027 International Heil Side Loader garbage truck to EJ Equipment for \$215,958.48 and Ascendance Truck for \$151,232.03. Total of \$367,190.51

XI. ADJOURNMENT:

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

Payroll Recap & Funding
Biweekly Regular 01/16/2026

Pay Date: 01/16/2026

Payroll Overview

Payroll Biweekly Regular 01/16/2026
Pay Date 01/16/2026
Employees 175
Paid Employees 175
Regular 175
Pay Periods 1
Base Compensation Changes 77
New Hires 1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	234	174	277,717.83 ^D
Total			277,717.83
(D) POD6 UKG Payroll Services Admin Debit			-277,717.83
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	139	38,491.08
FICA/ER	41-6005232	116	13,549.95
FICA/EE	41-6005232	116	13,549.95
MEDI/ER	41-6005232	175	6,046.45
MEDI/EE	41-6005232	175	6,046.45
SIT:MN/EE	8022766	143	18,002.93
Total			95,686.81
Your Remaining Tax Liability			95,686.81

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	6	380.97
AFSCME MN COUNCIL 65	57	3,705.42
City of Hibbing Insurance	127	164,205.51 ^D
City of Hibbing PFML	175	3,605.36 ^D
EMPOWER	66	9,448.07
FIREFIGHTERS LOCAL #173 C/O	24	1,952.64 ^C
HIBBING POLICE ASSOCIATION	16	160.00 ^D
Lincoln Financial Group	18	4,335.37
MAPE UNION ATTN: JULIE LEE	5	373.75 ^C
METLIFE	8	268.83 ^C
MINNESOTA TEAMSTERS NO. 320	3	358.00 ^C
MN CHILD SUPPORT PAYMENT CE	3	851.39 ^D
MN PERA	140	92,687.13
MN PUBLIC EMPLOYEES ASSOCIA	23	1,104.00 ^C
NATIONWIDE	14	2,045.00
Riverview Law Office, PLLC	1	447.00 ^C
Total		285,928.44
(D) POD6 UKG Payroll Services Admin Debit		-168,822.26
(C) Vendor Checks		-4,504.22
Your Remaining Vendor Liability		112,601.96

Total

	Total	659,333.08
POD6 UKG Payroll Services Admin Debit		-446,540.09
Total of Your Responsibility		212,792.99

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	01/15/2026	x0087	168,822.26
Empl. Dir. Dep. SPA	01/15/2026	x0087	277,717.83
Total Debits			446,540.09

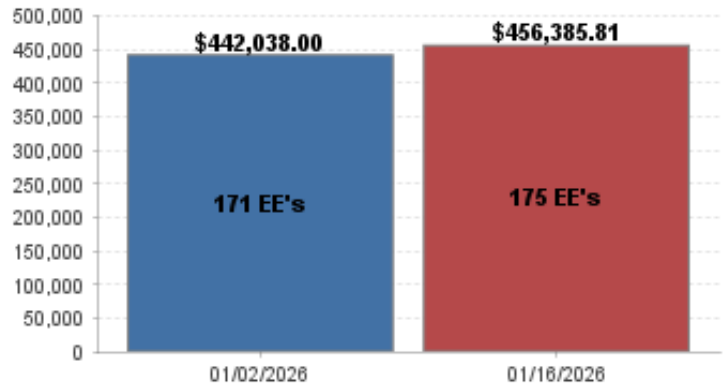
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	168,822.26
Vendor Checks	4,504.22
Tax Payment	95,686.81
Empl. Dir. Dep. SPA	277,717.83
Total	546,731.12

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	457,381.59	698.18
ER Deduction	184,576.71	1,523.44
ER Tax (Offset)	19,596.40	
ER Deduction (Offset)	1,523.44	184,576.71
Deduction	427.70	103,302.87
ER Tax		19,596.40
Tax		76,090.41
Direct Deposit		277,717.83
	663,505.84	663,505.84

Comparison To Last Pay Period - Gross Wages



PR# 2-26
12/27/25-1/9/2026
Paid 1/16/2026

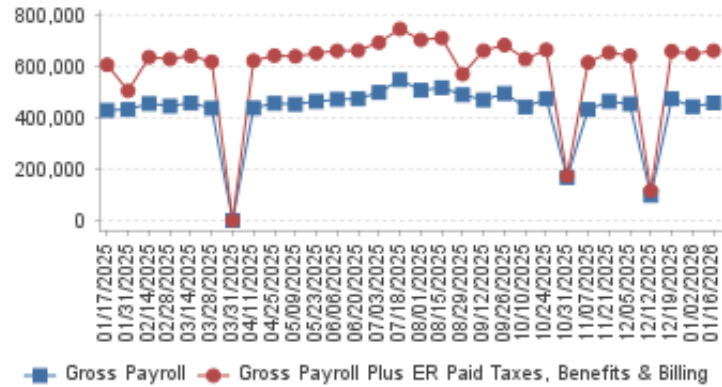
Grouped By: None
Sorted By: None
Filtered By: None

Kronos SaaShr, Inc.
City of Hibbing



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Page 1 of 2

Rolling 12 Month Payroll View



AGREEMENT made this **11th** day of **December** 2025, between MacQueen Equipment, LLC., a corporation organized and existing under the laws of the State of Minnesota with a place of business at 1125 East 7th Street, St. Paul, MN 55106, hereinafter called "Lessor" and Lessee, **City of Hibbing**, whose place of business is at **401 E 21st St, Hibbing, MN 55746** Phone No. **218-262-3486**.

1. **Subject.** The Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter set forth, the following property, as set forth in the itemized list in this paragraph, hereinafter referred to as the "equipment":

DESCRIPTION OF THE EQUIPMENT

Elgin Broom Bear- 2021 Freightliner Chassis Unit#: LS21038 Serial#: 4MH11742 VIN#: 1FVACXFE4MHMP0745

2. **Term and Lease Payments.** This lease is for a term commencing on **4/15/2026**, for lease payments of **\$14,500.00** per 1-Month (4 Week) period, to be paid by the Lessee to the Lessor. No lease duration has been determined. **Lease payments shall be made to Lessor's address at MacQueen Equipment, LLC, 1125 East 7th Street, St. Paul, MN 55106.** MacQueen Equipment, LLC reserves the right to take the rental unit back into procession if Lessee fails to remit payment. Lessee's obligation to pay the lease payments and other amounts due hereunder is absolute and unconditional. Lessee is not entitled to any abatement or reductions of, or set-offs against, the amount of the lease payments or such other amounts including, without limitation, those arising or allegedly arising out of claims that you might have against Lessor under this Agreement or otherwise. Unit to be shipped truck freight at the Lessee's expense upon receipt of signed lease agreement and payment of the first rental period unless otherwise noted. It is Lessor's responsibility to inspect the equipment at the time it is delivered. All parts, interior furnishings, equipment including tires and other property attached to or placed upon the equipment shall at the time of attachment or placement upon the equipment become part of the equipment.

3. **Title.** This Agreement creates a lease or bailment only of the equipment and not a sale thereof or the creation of a security interest therein. The Lessor shall remain the sole owner of the equipment and nothing contained herein shall enable the Lessee to acquire any right, title, or other interest in or to the equipment other than that of a bailee for hire. All documents of title and evidences of delivery shall be delivered to and be the property of the Lessor. Lessee shall not change or remove any insignia or lettering

which is on the equipment at the time of delivery, or which is thereafter placed thereon, indicating Lessor's ownership. Lessee shall, at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the equipment from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder.

4. Taxes and Other Charges.

(a) The Lessee shall pay all sales taxes, excise taxes, stamp, documentary, ad valorem or other direct taxes imposed on the ownership, possession, use, or operation of the equipment or levied against or based upon the amount of the lease payments to be paid hereunder or assessed in connection with the execution filing, or recording of this Agreement. The term "direct taxes" as used herein shall include all taxes (except Lessor's income taxes), charges and fees imposed by any federal, state, or local authority.

(b) The Lessee assumes all responsibility and the cost and expenses for all permits, and such other certificates as may be required for the lawful operation of the equipment. All certificates of title or registration applicable to the equipment shall be applied for, issued, and maintained in the names of the Lessor, as owner, and the Lessee shall pay all costs in relation thereto.

5. Lease Agreements. This is a lease agreement only, establishes a TRUE Lease and in no way or manner is to be constructed as a financing agreement. Lessee cannot assign it. This Lease is an operating lease and Lessee shall not accrue any equity in the equipment and shall have no right to claim the depreciation related to the equipment. The equipment is, and will at all times, remain the property of the Lessor. Lessee is not an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by Lessee or any other person in or upon equipment, whether or not due to the negligence of Lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of Lessee or Lessor or anyone else; (b) or at any place including without limitation any of Lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of Lessee's failure to comply with the terms of the agreement.

6. Maintenance.

(a) When provided to Lessee, equipment is believed to be in good mechanical condition.

Lessee shall examine equipment upon delivery and promptly notify Lessor of any evidence to the contrary. Lessee is responsible for all manufacturer recommended maintenance while the equipment is in Lessee's possession. Lessee shall provide proof that maintenance was performed at the recommended cycles.

(b) Repairs required as a result of damage, improper operation or maintenance will be charged to Lessee and lease payments will continue until repairs are completed. Any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to Lessee.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

7. Use of Equipment.

(a) Lessee shall permit only those employees, agents, or other persons properly licensed and adequately trained in the operation of the equipment to so operate the equipment. The Lessee shall observe all safety rules and other requirements of governmental bodies having jurisdiction and shall pay all fines due to overload, over length, overweight, lack of plates or permits, speeding, and similar charges that may be duly and lawfully imposed or assessed by reason of the Lessee's failure to comply with the rules, regulations, and orders for governmental bodies having jurisdiction. Lessee shall use the equipment solely for commercial or business purposes and in compliance with all laws, rules and regulations of any jurisdiction where it is used or located, including, but not limited to, registration and/or licensing requirements. Lessee shall be solely responsible for any personal belongings that are placed in the equipment.

8. Insurance and Indemnification.

(a) Lessee represents that Lessee now carries, and will continue during the term of this Agreement to carry the following insurance on all equipment while such equipment is operated by or being maintained by Lessee or its employees, agents, or representatives. Such insurance shall be maintained in the following minimum amounts:

WORKERS COMPENSATION	STATUTORY REQUIREMENTS AND THE FOLLOWING EMPLOYER'S LIABILITY COVERAGE
EMPLOYER'S LIABILITY/EACH ACCIDENT	\$500,000
EMPLOYER'S LIABILITY/DISEASE/ EACH EMPLOYEE	\$500,000
EMPLOYER'S LIABILITY/ DISEASE/ POLICY LIMIT	\$500,000

COMMERCIAL/GENERAL LIABILITY	\$1,000,000 \$1,000,000	EACH OCCURRENCE GENERAL AGGREGATE
COMMERCIAL AUTOMOBILE INSURANCE	\$1,000,000	COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE
EXCESS/UMBRELLA	\$2,000,000	EACH OCCURRENCE AND GENERAL AGGREGATE

Lessee shall carry Automobile Physical damage insurance that covers the leased equipment in the following amount: **\$400,000.00**. Lessee shall list Lessor as Additional Insured and Loss Payee on all liability policies listed above. Lessor shall be listed as Loss Payee with respect to the Equipment leased to Lessee excluding any deductible. Lessee shall be responsible for any deductible associated with said insurance policies. Lessee shall provide to Lessor insurance certificates (Accord Forms 25 and 28 or equivalent) evidencing coverage as referenced above maintained by insurance companies satisfactory to Lessor. Such certificates shall afford Lessor thirty (30) days written notice of cancellation. Upon request Lessee shall provide Lessor with policy endorsements showing the Additional Insured and Loss Payee coverage for Lessor.

(b) Lessee is to maintain a 'Satisfactory' safety rating as determined by the Federal Motor Carrier Safety Administration for operating rented Commercial Motor Vehicles. In the event an intervention threshold is triggered and/or a 'Conditional' or 'Unsatisfactory' rating downgrade is issued during the period of this Agreement, the Lessee is to notify MacQueen Equipment immediately and shall promptly provide a complete explanation of corrective measures being implemented to restore 'Satisfactory' status.

(c) Lessee shall defend, indemnify and save harmless Lessor, its officers, employees, parents, subsidiaries and affiliates, from and against any claims, losses, costs, suits, damages, expenses or liabilities incurred or arising in connection with any misuse, alteration or modification of the equipment by Lessee, its employees, agents or assigns.

9. Return of Equipment.

(a) Upon expiration or termination of this Agreement, or demand by Lessor made pursuant to Section 10 of this Agreement, Lessor shall, at its own expense, return the equipment to Lessor at the same location where Lessee first took possession of the equipment unless a different location is agreed upon between Lessor and Lessee.

(b) The Lessee shall clean and thoroughly decontaminate the equipment, removing all bags prior to return. If the Lessee fails to comply with the terms of this provision, it agrees to pay any and all related costs incurred to have the residual material tested, removed and properly disposed. The Lessee further agrees that the Lease shall continue at the agreed rate until such time as the equipment has been decontaminated

and returned to a workable condition.

(c) Lessee is required to give at least two weeks' notice prior to returning equipment to Lessor unless otherwise agreed upon. Upon return of equipment, Lessor will perform brief inspection of the equipment with Lessee present. A more thorough inspection will be performed by Lessor at a later time. Any damage found as a result of improper use of equipment or failed maintenance by Lessee will be deducted from Lessee's deposit. Any excess repair costs above the Lessee's deposit shall be billed to Lessee with payment due upon receipt of the statement.

10. Lessee's Default.

If Lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this lease agreement; or if any attachment, execution, writ or process is levied against the equipment of any of Lessee's property, or if for any reason Lessor deems itself insecure or the equipment unsafe, Lessee agrees to deliver the equipment to Lessor on demand and Lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to Lessee and this lease agreement shall thereupon terminate at the option of the Lessor. In the event of any such action, Lessee agrees to pay all lease payments due, damages for any injury to the equipment, costs of removal from the Lessee's possession and all transportation and other charges incurred. If legal action is required to enforce Lessee's obligation hereunder, Lessee agrees to pay the costs thereof including reasonable attorney's fees paid by Lessor.

11. Loss.

In the event of loss, theft or damage to equipment, Lessee agrees to notify Lessor immediately and thereafter to promptly report in writing to Lessor and the public authorities (where required by law or by Lessor) all information relating thereto. Lessee shall cause its agents and employees to give Lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

12. Waiver and Indemnity

Lessor will have no responsibility for liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor: (a) any liability, loss or damage caused directly or indirectly by the equipment, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential

damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the equipment.

Lessee will indemnify Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations liabilities or liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Agreement or the lease, possession, operation, condition, return or use of the equipment, regardless of the reason therefore and including, without limitation, any Claims arising under the doctrine of strict liability or by operation of law. Lessor shall, however, manage the defense of such Claims.

13. Fines

Lessee will be responsible and will hold Lessor harmless from all fines, forfeitures, or penalties incurred for traffic violations or other violations that occur in connection with the operation of the equipment.

Lessee agrees to pay all storage charges, parking charges and funds which may be imposed with regard to the vehicle by any duly constituted governmental authority as a result of your use or intended use of the equipment.

14. Complete Agreement.

This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute Lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by Lessee or contained in Lessee's purchase document which conflict with or limit the provisions contained herein.

Lessee

Title

Date

MACQUEEN EQUIPMENT, LLC., LESSOR

By: Jon Nysse

Director of Rental Operations
Title

December 11, 2025
Date

HOLD HARMLESS ENDORSEMENT FOR ASBESTOS

BOTH PARTIES RECOGNIZE AND AGREE THAT ASBESTOS REMOVAL IS A POTENTIALLY HAZARDOUS UNDERTAKING. IT IS THEREFORE AGREED BY THE SIGNING OF THIS LEASE THAT THE LESSEE AGREES THAT THE LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH AND MENTAL INJURY AT ANY TIME ARISING OUT OF THE MINING OF, USE OF, INSTALLATION OF, REMOVAL OF, ENCAPSULATION OF, OR EXPOSURE TO ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST FROM THE USE AND OPERATION OF THE LEASED EQUIPMENT.

FURTHERMORE, THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES AND COSTS INCURRED BY LESSOR ARISING IN CONNECTION WITH LESSEE'S USE OF THE EQUIPMENT FOR THE REMOVAL OF ASBESTOS.

Lessee

Title

Date

MACQUEEN EQUIPMENT, LLC., LESSOR

By: Jon Nysse

Director of Rental Operations

Title

December 11, 2025
Date

Exhibit A. General Rental Requirements & Contacts

1. Customer must provide insurance coverage listing MacQueen Equipment as an Additional Insured while MacQueen Equipment, LLC equipment is in their possession.
2. Customer must pay first month's rental payment and deposit in advance of receiving equipment.
3. Customer is responsible for logging miles and fuel receipts in accordance with the International Registration Plan (IRP) and International Fuel Tax Agreement (IFTA).
4. Customer must permit only licensed, qualified and trained employees and agents to operate the equipment.
5. Customer is responsible for the cost of all repairs as the result of damage, improper operations or improper maintenance of the equipment. The repairs must be performed by one of its MacQueen Equipment, LLC affiliated organizations, or third party approved by MacQueen Equipment, LLC.

For Parts and Service issues please contact the appropriate location. If you are not sure which location you should call, please contact MacQueen Equipment headquarters in St. Paul, MN:

St. Paul MN:

Todd Danielson, Service Dept: 651.523.1112

Todd.Danielson@macqueengroup.com

Menomonee Falls WI:

Aaron Long, Service Dept: 262.252.4744

Aaron.Long@macqueengroup.com

Ankeny, IA:

George Prescott, Service Dept: 515.289.9994

George.Prescott@macqueengroup.com

Lincoln NE:

Drew Malenica, Service Dept: 402.435.0061

Andrew.Malenica@macqueengroup.com

Lake Orion, MI:

Dave Powers, Service Dept: 248.370.0000

DPowers@bellequip.com

AGREEMENT made this 11th day of December 2025, between MacQueen Equipment, LLC., a corporation organized and existing under the laws of the State of Minnesota with a place of business at 1125 East 7th Street, St. Paul, MN 55106, hereinafter called "Lessor" and Lessee, City of Hibbing, whose place of business is at 401 E 21st St, Hibbing, MN 55746 Phone No. 218-262-3486.

1. Subject. The Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter set forth, the following property, as set forth in the itemized list in this paragraph, hereinafter referred to as the "equipment":

DESCRIPTION OF THE EQUIPMENT

Elgin Broom Bear- 2021 Freightliner Chassis Unit#: LS21038 Serial#: 4MH11742 VIN#: 1FVACXFE4MHMP0745

2. Term and Lease Payments. This lease is for a term commencing on 10/1/2026, for lease payments of \$14,500.00 per 1-Month (4 Week) period, to be paid by the Lessee to the Lessor. No lease duration has been determined. **Lease payments shall be made to Lessor's address at MacQueen Equipment, LLC, 1125 East 7th Street, St. Paul, MN 55106**. MacQueen Equipment, LLC reserves the right to take the rental unit back into procession if Lessee fails to remit payment. Lessee's obligation to pay the lease payments and other amounts due hereunder is absolute and unconditional. Lessee is not entitled to any abatement or reductions of, or set-offs against, the amount of the lease payments or such other amounts including, without limitation, those arising or allegedly arising out of claims that you might have against Lessor under this Agreement or otherwise. Unit to be shipped truck freight at the Lessee's expense upon receipt of signed lease agreement and payment of the first rental period unless otherwise noted. It is Lessor's responsibility to inspect the equipment at the time it is delivered. All parts, interior furnishings, equipment including tires and other property attached to or placed upon the equipment shall at the time of attachment or placement upon the equipment become part of the equipment.

3. Title. This Agreement creates a lease or bailment only of the equipment and not a sale thereof or the creation of a security interest therein. The Lessor shall remain the sole owner of the equipment and nothing contained herein shall enable the Lessee to acquire any right, title, or other interest in or to the equipment other than that of a bailee for hire. All documents of title and evidences of delivery shall be delivered to and be the property of the Lessor. Lessee shall not change or remove any insignia or lettering

which is on the equipment at the time of delivery, or which is thereafter placed thereon, indicating Lessor's ownership. Lessee shall, at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the equipment from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder.

4. Taxes and Other Charges.

(a) The Lessee shall pay all sales taxes, excise taxes, stamp, documentary, ad valorem or other direct taxes imposed on the ownership, possession, use, or operation of the equipment or levied against or based upon the amount of the lease payments to be paid hereunder or assessed in connection with the execution filing, or recording of this Agreement. The term "direct taxes" as used herein shall include all taxes (except Lessor's income taxes), charges and fees imposed by any federal, state, or local authority.

(b) The Lessee assumes all responsibility and the cost and expenses for all permits, and such other certificates as may be required for the lawful operation of the equipment. All certificates of title or registration applicable to the equipment shall be applied for, issued, and maintained in the names of the Lessor, as owner, and the Lessee shall pay all costs in relation thereto.

5. Lease Agreements. This is a lease agreement only, establishes a TRUE Lease and in no way or manner is to be constructed as a financing agreement. Lessee cannot assign it. This Lease is an operating lease and Lessee shall not accrue any equity in the equipment and shall have no right to claim the depreciation related to the equipment. The equipment is, and will at all times, remain the property of the Lessor. Lessee is not an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by Lessee or any other person in or upon equipment, whether or not due to the negligence of Lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of Lessee or Lessor or anyone else; (b) or at any place including without limitation any of Lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of Lessee's failure to comply with the terms of the agreement.

6. Maintenance.

(a) When provided to Lessee, equipment is believed to be in good mechanical condition.

Lessee shall examine equipment upon delivery and promptly notify Lessor of any evidence to the contrary. Lessee is responsible for all manufacturer recommended maintenance while the equipment is in Lessee's possession. Lessee shall provide proof that maintenance was performed at the recommended cycles.

(b) Repairs required as a result of damage, improper operation or maintenance will be charged to Lessee and lease payments will continue until repairs are completed. Any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to Lessee.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

7. Use of Equipment.

(a) Lessee shall permit only those employees, agents, or other persons properly licensed and adequately trained in the operation of the equipment to so operate the equipment. The Lessee shall observe all safety rules and other requirements of governmental bodies having jurisdiction and shall pay all fines due to overload, over length, overweight, lack of plates or permits, speeding, and similar charges that may be duly and lawfully imposed or assessed by reason of the Lessee's failure to comply with the rules, regulations, and orders for governmental bodies having jurisdiction. Lessee shall use the equipment solely for commercial or business purposes and in compliance with all laws, rules and regulations of any jurisdiction where it is used or located, including, but not limited to, registration and/or licensing requirements. Lessee shall be solely responsible for any personal belongings that are placed in the equipment.

8. Insurance and Indemnification.

(a) Lessee represents that Lessee now carries, and will continue during the term of this Agreement to carry the following insurance on all equipment while such equipment is operated by or being maintained by Lessee or its employees, agents, or representatives. Such insurance shall be maintained in the following minimum amounts:

WORKERS COMPENSATION	STATUTORY REQUIREMENTS AND THE FOLLOWING EMPLOYER'S LIABILITY COVERAGE
EMPLOYER'S LIABILITY/EACH ACCIDENT	\$500,000
EMPLOYER'S LIABILITY/DISEASE/ EACH EMPLOYEE	\$500,000
EMPLOYER'S LIABILITY/ DISEASE/ POLICY LIMIT	\$500,000

COMMERCIAL/GENERAL LIABILITY	\$1,000,000 \$1,000,000	EACH OCCURRENCE GENERAL AGGREGATE
COMMERCIAL AUTOMOBILE INSURANCE	\$1,000,000	COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE
EXCESS/UMBRELLA	\$2,000,000	EACH OCCURRENCE AND GENERAL AGGREGATE

Lessee shall carry Automobile Physical damage insurance that covers the leased equipment in the following amount: **\$400,000.00**. Lessee shall list Lessor as Additional Insured and Loss Payee on all liability policies listed above. Lessor shall be listed as Loss Payee with respect to the Equipment leased to Lessee excluding any deductible. Lessee shall be responsible for any deductible associated with said insurance policies. Lessee shall provide to Lessor insurance certificates (Accord Forms 25 and 28 or equivalent) evidencing coverage as referenced above maintained by insurance companies satisfactory to Lessor. Such certificates shall afford Lessor thirty (30) days written notice of cancellation. Upon request Lessee shall provide Lessor with policy endorsements showing the Additional Insured and Loss Payee coverage for Lessor.

(b) Lessee is to maintain a 'Satisfactory' safety rating as determined by the Federal Motor Carrier Safety Administration for operating rented Commercial Motor Vehicles. In the event an intervention threshold is triggered and/or a 'Conditional' or 'Unsatisfactory' rating downgrade is issued during the period of this Agreement, the Lessee is to notify MacQueen Equipment immediately and shall promptly provide a complete explanation of corrective measures being implemented to restore 'Satisfactory' status.

(c) Lessee shall defend, indemnify and save harmless Lessor, its officers, employees, parents, subsidiaries and affiliates, from and against any claims, losses, costs, suits, damages, expenses or liabilities incurred or arising in connection with any misuse, alteration or modification of the equipment by Lessee, its employees, agents or assigns.

9. Return of Equipment.

(a) Upon expiration or termination of this Agreement, or demand by Lessor made pursuant to Section 10 of this Agreement, Lessor shall, at its own expense, return the equipment to Lessor at the same location where Lessee first took possession of the equipment unless a different location is agreed upon between Lessor and Lessee.

(b) The Lessee shall clean and thoroughly decontaminate the equipment, removing all bags prior to return. If the Lessee fails to comply with the terms of this provision, it agrees to pay any and all related costs incurred to have the residual material tested, removed and properly disposed. The Lessee further agrees that the Lease shall continue at the agreed rate until such time as the equipment has been decontaminated

and returned to a workable condition.

(c) Lessee is required to give at least two weeks' notice prior to returning equipment to Lessor unless otherwise agreed upon. Upon return of equipment, Lessor will perform brief inspection of the equipment with Lessee present. A more thorough inspection will be performed by Lessor at a later time. Any damage found as a result of improper use of equipment or failed maintenance by Lessee will be deducted from Lessee's deposit. Any excess repair costs above the Lessee's deposit shall be billed to Lessee with payment due upon receipt of the statement.

10. Lessee's Default.

If Lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this lease agreement; or if any attachment, execution, writ or process is levied against the equipment of any of Lessee's property, or if for any reason Lessor deems itself insecure or the equipment unsafe, Lessee agrees to deliver the equipment to Lessor on demand and Lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to Lessee and this lease agreement shall thereupon terminate at the option of the Lessor. In the event of any such action, Lessee agrees to pay all lease payments due, damages for any injury to the equipment, costs of removal from the Lessee's possession and all transportation and other charges incurred. If legal action is required to enforce Lessee's obligation hereunder, Lessee agrees to pay the costs thereof including reasonable attorney's fees paid by Lessor.

11. Loss.

In the event of loss, theft or damage to equipment, Lessee agrees to notify Lessor immediately and thereafter to promptly report in writing to Lessor and the public authorities (where required by law or by Lessor) all information relating thereto. Lessee shall cause its agents and employees to give Lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

12. Waiver and Indemnity

Lessor will have no responsibility for liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor: (a) any liability, loss or damage caused directly or indirectly by the equipment, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential

damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the equipment.

Lessee will indemnify Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations liabilities or liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Agreement or the lease, possession, operation, condition, return or use of the equipment, regardless of the reason therefore and including, without limitation, any Claims arising under the doctrine of strict liability or by operation of law. Lessor shall, however, manage the defense of such Claims.

13. Fines

Lessee will be responsible and will hold Lessor harmless from all fines, forfeitures, or penalties incurred for traffic violations or other violations that occur in connection with the operation of the equipment.

Lessee agrees to pay all storage charges, parking charges and funds which may be imposed with regard to the vehicle by any duly constituted governmental authority as a result of your use or intended use of the equipment.

14. Complete Agreement.

This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute Lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by Lessee or contained in Lessee's purchase document which conflict with or limit the provisions contained herein.

Lessee

Title

Date

MACQUEEN EQUIPMENT, LLC., LESSOR

By: Jon Nysse

Director of Rental Operations
Title

December 11, 2025
Date

HOLD HARMLESS ENDORSEMENT FOR ASBESTOS

BOTH PARTIES RECOGNIZE AND AGREE THAT ASBESTOS REMOVAL IS A POTENTIALLY HAZARDOUS UNDERTAKING. IT IS THEREFORE AGREED BY THE SIGNING OF THIS LEASE THAT THE LESSEE AGREES THAT THE LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH AND MENTAL INJURY AT ANY TIME ARISING OUT OF THE MINING OF, USE OF, INSTALLATION OF, REMOVAL OF, ENCAPSULATION OF, OR EXPOSURE TO ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST FROM THE USE AND OPERATION OF THE LEASED EQUIPMENT.

FURTHERMORE, THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES AND COSTS INCURRED BY LESSOR ARISING IN CONNECTION WITH LESSEE'S USE OF THE EQUIPMENT FOR THE REMOVAL OF ASBESTOS.

Lessee

Title

Date

MACQUEEN EQUIPMENT, LLC., LESSOR

By: Jon Nysse

Director of Rental Operations

Title

December 11, 2025
Date

Exhibit A. General Rental Requirements & Contacts

1. Customer must provide insurance coverage listing MacQueen Equipment as an Additional Insured while MacQueen Equipment, LLC equipment is in their possession.
2. Customer must pay first month's rental payment and deposit in advance of receiving equipment.
3. Customer is responsible for logging miles and fuel receipts in accordance with the International Registration Plan (IRP) and International Fuel Tax Agreement (IFTA).
4. Customer must permit only licensed, qualified and trained employees and agents to operate the equipment.
5. Customer is responsible for the cost of all repairs as the result of damage, improper operations or improper maintenance of the equipment. The repairs must be performed by one of its MacQueen Equipment, LLC affiliated organizations, or third party approved by MacQueen Equipment, LLC.

For Parts and Service issues please contact the appropriate location. If you are not sure which location you should call, please contact MacQueen Equipment headquarters in St. Paul, MN:

St. Paul MN:

Todd Danielson, Service Dept: 651.523.1112

Todd.Danielson@macqueengroup.com

Menomonee Falls WI:

Aaron Long, Service Dept: 262.252.4744

Aaron.Long@macqueengroup.com

Ankeny, IA:

George Prescott, Service Dept: 515.289.9994

George.Prescott@macqueengroup.com

Lincoln NE:

Drew Malenica, Service Dept: 402.435.0061

Andrew.Malenica@macqueengroup.com

Lake Orion, MI:

Dave Powers, Service Dept: 248.370.0000

DPowers@bellequip.com

January 20, 2026

The Honorable Mike Johnson
Speaker
U.S. House of Representatives
Washington, D.C. 20515

The Honorable John Thune
Majority Leader
U.S. Senate
Washington, D.C. 20510

The Honorable Hakeem Jeffries
Minority Leader
U.S. House of Representatives
Washington, D.C. 20515

The Honorable Charles Schumer
Minority Leader
U.S. Senate
Washington, D.C. 20510

Dear Speaker Johnson, Majority Leader Thune, Minority Leader Jeffries, and
Minority Leader Schumer:

Our organizations represent a broad range of Americans who care deeply about advancing opportunities for individuals and families across the country and fostering a stronger nation. We represent vital industries such as mining, manufacturing, transportation and energy; we represent hundreds of thousands of union workers; we include economic development associations; we are business leaders and much more.

We are writing to express our strong support for Congress' efforts to utilize the Congressional Review Act to disapprove of the mineral withdrawal that was enacted in northeast Minnesota by the Department of the Interior (DOI) in January of 2023 on more than 225,000 acres of federal lands.

Minerals are fundamental to everything in our modern world, from wiring in homes, to energy technologies and infrastructure, medical technologies, transportation, defense capabilities, smartphones and laptops and more. Simply put, critical minerals are vital for a safe, secure and prosperous America.

Currently, China and other adversarial nations dominate the globe in critical mineral production and processing, while U.S. dependence on foreign sources for these materials has recently reached an all-time high. The ban on mining across a significant portion of Minnesota only set us further behind as a nation.

As a result, this mineral withdrawal, an administrative action which forbids any mining or exploration activity on these lands for 20 years, was enacted in an area of the United States that contains enormous amounts of the critical minerals our nation needs to achieve its goals of energy independence, stronger domestic supply chains and American job creation. These are goals our organizations collectively work to advance.

Northeast Minnesota is home to the world's largest known undeveloped deposits of copper, nickel, cobalt, platinum group metals and more. The area contains 95% of domestic nickel resources, almost 90% of domestic cobalt and about a third of our

nation's copper. Industries pursuing the responsible development of these resources, from the mining companies who have invested in the region to the suppliers to the high-skilled workers seeking employment, have been negatively impacted by the enactment of the mineral withdrawal, as have the communities in the region that want to see mining projects move forward for the betterment of the local and statewide economy.

Congress now has the opportunity to correct a detrimental action that ran contrary to our national interest, and to do so assures that these minerals will be produced domestically according to some of the world's most rigorous environmental standards.

Minnesota and the federal government have already put in place comprehensive rules and a framework to ensure the environment is protected and that any proposed industrial activity in the area meets stringent regulatory standards. The U.S. also has some of the most robust safety standards for workers. To ignore the opportunity to produce domestically for materials we use in our everyday lives means that we are relying upon nations with low-to-non-existent worker protections.

Disapproving the withdrawal in Minnesota will undo an unnecessary and damaging action. It will also correct a course in which industries seeking to generate jobs and revenue for generations to come, were simply no longer allowed to propose mining projects in the area and forbidden to go through the law and science-based environmental review process to prove they can meet the high standards in place before earning permits to construct a mine.

We collectively support the use of the Congressional Review Act to overturn the mineral withdrawal currently under consideration in Congress, as it is an essential step forward in unlocking the resources that our nation needs to reduce our dangerous reliance on China and other adversarial nations.

Signed,

Laborers' International Union of North America (LIUNA)
Minnesota State Building and Construction Trades Council
The National Association of Manufacturers
International Brotherhood of Teamsters
MichAuto
Indigenous Business Advisors
Better In Our Back Yard
Iron Range Building Trades
Minnesota Pipe Trades Association
LIUNA Minnesota and North Dakota
Northern Midwest Regional Council of Carpenters
Minnesota Power
Whitebird Services Inc.
Duluth Seaway Port Authority

Citizens for Responsible Energy Solutions
 Minnesota Chamber of Commerce
 Women's Mining Coalition
 ClearPath Action
 International Union of Operating Engineers Local 49
 Plumbers and Pipefitters Local 589
 Area Partnership for Economic Expansion (APEX)
 Range Association of Municipalities and Schools (RAMS)
 MiningMinnesota
 Jobs for Minnesotans
 American Exploration and Mining Association
 Society for Mining, Metallurgy & Exploration
 National Mining Association
 United Way of Northeastern Minnesota
 American Chemistry Council
 Teamsters Joint Council 32
 Teamsters Local 346
 Laborers Local 1097 "Iron Range"
 Sprinkler Fitters Local 417
 UA Plumbers Local 15
 Local 6 Plumbers and Pipefitters
 International Brotherhood of Electrical Workers Minnesota State Council
 International Brotherhood of Electrical Workers Local 242
 International Brotherhood of Electrical Workers Local Union 110
 International Brotherhood of Electrical Workers Local 31
 International Brotherhood of Electrical Workers Local Union 1426
 International Brotherhood of Electrical Workers Local 160
 Up North Jobs Inc.
 Minnesota Conservative Energy Forum
 Green Bridge Metals
 City of Babbitt, MN – Mayor Andrea Zupancich
 Duluth Area Chamber of Commerce
 Laurentian Chamber of Commerce
 Hermantown Area Chamber of Commerce
 Copper Development Association
 Mt. Iron-Buhl School Board, MN – Lisa Kvas
 Grand Rapids Area Chamber of Commerce
 American Coal Council
 Industrial Township, St. Louis County, MN – Don Carlson
 Northeast Technical Services
 Grand Itasca Clinic and Hospital
 Lakehead Constructors
 Ely Public School District – Anne Oelke
 Fight for Mining Minnesota
 Road Machinery & Supplies Co.
 Feeley Township, Itasca County, MN – Deb Langanki
 Lake Country Power
 Encampment Minerals, Inc.

**Giant
B.R. Clark Consulting LLC
RMS Tritec
Global Minerals Engineering
Wyoming Mining Association
American Peat Technology
Millcreek Engineering Company
Mine Development Management LLC
Borell Consulting Services LLC
StarPoint Resources, LLC
Geobrugg North America
Clementine Exploration
Idaho Mining Association
Agnico Eagle
Pebble Limited Partnership
Archkey - Parsons Electric
Superior Rock Bit
Innate North
GEOTEMPS/GEOPROS, Inc.
Superior Marine Charters
American Peat Technology
Wescom Inc
Furin & Shea Welding & Fabricating. Inc.
Sandvik Mining and Rock Processing
City of Hibbing, MN – Mayor Pete Hyduke
City of Kinney, MN – Mayor Patrick E. Haley
APi Group Inc.
ME Global Inc
A Martin Consulting, LLC
Malton Electric Co.
Quick Supply Co.
North Star Manganese Inc & Electric Metals (USA) Limited
GR Engineering Services
Amvest Capital Securities
Twin Metals Minnesota
Kalenborn Abresist Corporation
Larkin Hoffman Attorneys
ME Elecmetal
City of Biwabik, MN – Mayor Steven Biondich
Solenis LLC
Kirscher Transport
General Equipment & Supplies Inc
JBW Consulting Engineers
PX4 Software
Gerdau Amersiteel US Inc
QT Environmental
Wolverine Fuels
Alaska Miners Association**

Furin & Shea Welding & Fabricating, Inc.
Universal Polymer And Rubber
TJR Technical Services, Inc.
Beaver Bay, Inc.
AMIGOS
Hayday
Tidal Health
Northeast Title
Marshall Area Chamber of Commerce
Timberline Drilling
Ziegler Cat
Kalenborn Canada Inc.
Superior Fuel Company
Baldwin Supply Company
Dodge Industrial
Baldwin Supply
Avivid Global Water
Vics Crane & Heavy Haul
Hamilton Monroe & Co
Electric Power Door
Duncan Co.
Victaulic
General Equipment and Supplies, Inc.
LRL Construction
Contour Inc.
Borealis Fuels & Logistics
Cenovus Energy Superior Refinery
Hibbing Taconite Co.
Snowbird Willies Boat Canvas
Hamilton Monroe
MHE Consulting
Salem Republic Rubber
Enbridge



City of Hibbing

2026

Fee Schedule

Approved 12-17-2025

Effective 1-1-2026

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To reference the city ordinances in this schedule, please visit <https://www.hibbingmn.gov/177/City-Ordinances> or <https://www.hibbingmn.gov/> (Government > City Ordinances).



2026 Fee Schedule

ALCOHOL LICENSES AND PERMITS

<i>License Type</i>		<i>Fee Eff. 10/15/2012</i>	<i>Account Code</i>
Beer	On-Sale License	\$140.00	101 32-2116
	Off-Sale License	\$90.00	101 32-2117
Liquor ¹	On-Sale License	\$1,875.00	101 32-2110
	Off-Sale License	\$200.00	101 32-2111
	Sunday License	\$185.00	101 32-2113
	Club License - Membership of:		101 32-2112
	▪ 200 or less	\$300.00	
	▪ 201 - 500	\$500.00	
	▪ 501 - 1,000	\$650.00	
	▪ 1,001 - 2,000	\$800.00	
Wine	Wine License	\$190.00	101 32-2115

OTHER LICENSES, PERMITS AND FEES

<i>License/Permit/Service</i>	<i>Fee Eff. 10/15/2012</i>	<i>Account Code</i>
Assessment Searches	\$20.00	101 34-4107
Election Filing Fee	\$5.00	101 32-2199
Non-Sufficient Funds (NSF) Fee	\$30.00	101 36-6231
Pawnbroker License	\$50.00	101 32-2162
Taxicab License	\$33.00/Taxicab	101 32-2163
Amusement License	\$15.00/Device	101 32-2170
Cigarette License	\$100.00	101 32-2180
Peddler License		101 32-2182
One Year	\$250.00	
One Day	\$50.00	
Raffle License	\$15.00	101 32-2183
Cable Franchise Fee License	5% of Gross Revenues	101 32-2186
Massage Parlor License	\$50.00	101 32-2187
Dog License (Can pay up to 3 years)		101 32-2240
Neutered/Spayed	\$7.00/Year	
Not Neutered/Spayed	\$10.00/Year	
Duplicate Tags (If lost)	\$0.25	
Kennel License	\$10.00/Year	101 32-2241
Public Data Request		101 36-6231
100 or Fewer Paper Copies (One-sided)	\$0.25/Page	
100 or Fewer Paper Copies (Two-sided)	\$0.50/Page	
Most Other Types of Copies	Actual Cost ²	

¹ If the liquor license holder has not had an underage within 2 years, a 5% reduction in fee is applied.

² In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). We do not charge for costs related to separating public from not public data. If your request is for copies of data that we cannot copy ourselves, such as

Page | 1



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (ACCOUNT CODE 101 32-2209)

RESIDENTIAL HOUSES: (need Plan Review, Site plan, Zoning & SSC)

Single Family Dwelling .005 of project value
(\$150/sq. ft. minimum) \$75.00 minimum fee

Manufactured Home on Slab .003 of project value
\$75.00 minimum fee

Manufactured Home with Basement .004 of project value
\$75.00 minimum fee

Addition to Single Family Dwelling (Porch) .005 of project value
(\$150/sq. ft. minimum) \$75.00 minimum fee

Exterior and/or Interior Remodel under \$7,500 \$70.00 + \$1.00 SSC
No Plan Review Fee

Exterior and/or Interior Remodel over \$7,500 \$90.00 + \$1.00 SSC
No Plan review Fee

RESIDENTIAL GARAGES: (need Plan Review, Site plan, Zoning & SSC) (\$60/sq. ft. minimum)

Under 1,000 square feet \$70.00

Over 1,000 square feet \$85.00

Addition under 1,000 square feet \$60.00

RESIDENTIAL SHEDS:

Up to 144 square feet \$20.00 Zoning Permit

RESIDENTIAL DECKS & FENCES: (need Site Plan)

Decks under 30 inches & Fences 6 feet high or less \$20.00 Zoning Permit

Decks over 30 inches \$35.00 Building Permit
& Fences over 6 feet high (need zoning & SSC)
No Plan Review Fee

photographs, we will charge you the actual cost we must pay an outside vendor for the copies. Actual cost will not exceed \$25.00 per hour for employee time.

³ This schedule is meant to serve as a guide. Please contact the building and housing department to determine your applicable fee before sending in any payments. Rates effective as of 9/15/2022.



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

RESIDENTIAL PLAN REVIEW FEES

<u>TOTAL PROJECT VALUATION</u>	<u>PLAN REVIEW FEE</u>
\$3,000.00 or less	\$20.00
\$3,001.00 to \$5,000.00	\$31.00
\$5,001.00 to \$10,000.00	\$44.00
\$10,001.00 to \$15,000.00	\$57.00
\$15,001.00 to \$20,000.00	\$70.00
\$20,001.00 to \$25,000.00	\$82.00
\$25,001.00 to \$30,000.00	\$93.00
\$30,001.00 to \$35,000.00	\$103.00
\$35,001.00 to \$40,000.00	\$112.00
\$40,001.00 to \$45,000.00	\$122.00
\$45,001.00 to \$50,000.00	\$132.00
\$50,001.00 to \$55,000.00	\$139.00
\$55,001.00 to \$60,000.00	\$145.00
\$60,001.00 to \$65,000.00	\$152.00
\$65,001.00 to \$70,000.00	\$158.00
\$70,001.00 to \$75,000.00	\$165.00
\$75,001.00 to \$80,000.00	\$171.00
\$80,001.00 to \$85,000.00	\$178.00
\$85,001.00 to \$90,000.00	\$184.00
\$90,001.00 to \$95,000.00	\$191.00
\$95,001.00 to \$100,000.00	\$197.00



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

RESIDENTIAL PLAN REVIEW FEES (CONTINUED)

TOTAL PROJECT VALUATION

\$100,001.00 to \$500,000.00

\$500,001.00 to \$1,000,000.00

\$1,000,001.00 and up

PLAN REVIEW FEE

\$197.00 for the first \$100,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00

\$997.00 for the first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

As per formula on current SBC schedule



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

COMMERCIAL BUILDING PERMIT FEES

<u>TOTAL PROJECT VALUATION</u>	<u>BUILDING PERMIT FEE</u>
\$1.00 to \$500.00	\$25.00
\$501.00 to \$2,000.00	\$25.00 for the first \$500.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$73.50 for the first \$2,000.00 plus \$14.75 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$415.75 for the first \$25,000.00 plus \$10.75 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$682.50 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,053.50 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,427.75 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,945.25 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

COMMERCIAL PLAN REVIEW FEE

0.65 of the Building Permit Fee

STATE SURCHARGE FEE

Set fees \$1.00

.0005 times the project valuation

if over \$1,000,000.00 use SSC calculator

ZONING PERMIT

Residential \$20.00

Commercial \$75.00

ZONING AMENDMENT

Text \$265.00

Boundaries \$350.00 plus
\$5.00 an acre or portion thereof

CONDITIONAL USE/INTERIM USE PERMIT

Residential \$185.00

Commercial/Industrial \$250.00

SEWER LATERAL & SUMP WORK PERMIT

Residential & Commercial \$30.00



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

MECHANICAL PERMIT

Residential \$20.00

Commercial/Industrial \$50.00

VARIANCE/APPEAL PETITION

Residential \$175.00

Commercial/Industrial \$225.00

PLANNED UNIT DEVELOPMENT

\$525.00 plus \$6.00 an acre or portion thereof

SUBDIVISION PLAT REVIEW

10 or less lots \$250.00 plus \$5.00/lot

More than 10 lots \$350.00 plus \$5.00/lot

MOVING PERMIT

\$30.00

SIGN PERMIT

\$1.00 a square foot

Minimum of \$25.00

BUS PASSES

Hibbing Area Transit services were transferred to Arrowhead Transit as of 8/1/2024. Please visit Arrowhead Transit's website for more details on bus passes and service areas.

- To purchase tickets:

<https://arrowheadtransit.com/about-us/purchase-tickets/>

- For service details:

<https://arrowheadtransit.com/services/>



2026 Fee Schedule

CEMETERY RATES

<i>Interment Fees</i>	<i>Amount Eff. 1/1/2023</i>	<i>Amount Eff. 4/1/2025</i>	<i>Account Code</i>
Lot Cost – Resident	\$350.00	\$350.00	101 34-4940
Lot Cost – Non-Resident	\$700.00	\$700.00	101 34-4940
Casket Burial – Resident	\$400.00	\$400.00	101 34-4941
Casket Burial – Non-Resident	\$800.00	\$800.00	101 34-4941
Cremation Burial – Resident	\$200.00	\$200.00	101 34-4941
Cremation Burial w/Vault – Resident	\$300.00	\$300.00	101 34-4941
Cremation Burial – Non-Resident	\$400.00	\$400.00	101 34-4941
Cremation Burial w/Vault – Non-Resident	\$500.00	\$500.00	101 34-4941
Saturday or Weekday Burial After 3:00p.m.	\$500.00	\$500.00	101 34-4941
Winter Burial	\$100.00	\$100.00	101 34-4941
Exhume Grave	\$1,200.00	\$1,200.00	101 34-4941
Urn Disinterment	\$300.00	\$300.00	101 34-4941
Headstone Engraving	\$300.00	\$325.00	101 34-4941
Storage Fee	\$50.00	\$50.00	101 34-4942

<i>Columbarium Fees⁴</i>	<i>Amount Eff. 1/1/2023</i>	<i>Amount Eff. 4/1/2025</i>	<i>Account Code</i>
Top Row Niche – Resident	\$650.00	\$650.00	101 34-4943
Top Row Niche – Non-Resident	\$850.00	\$850.00	101 34-4943
Middle Row Niche – Resident	\$550.00	\$550.00	101 34-4943
Middle Row Niche – Non-Resident	\$750.00	\$750.00	101 34-4943
Bottom Row Niche – Resident	\$450.00	\$450.00	101 34-4943
Bottom Row Niche – Non-Resident	\$650.00	\$650.00	101 34-4943
Niche Opening/Closing Fee – Resident	\$75.00	\$75.00	101 34-4943
Niche Opening/Closing Fee – Non-Resident	\$100.00	\$100.00	101 34-4943
Saturday or Weekday Burial After 3:00p.m.	\$500.00	\$500.00	101 34-4943
Niche Engraving Fee (per visit)	\$300.00	\$325.00	101 34-4943
Military Plaque Mounting	\$60.00	\$60.00	101 34-4943

⁴ Prices per niche/recess (maximum of 2 creations per niche).



2026 Fee Schedule

ATHLETIC FIELDS RENTALS⁵

<i>Field</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Vic Power (SB, BB)	\$35.00/hr.	101 36-6222
Vic Power Soccer	\$45.00/hr.	101 36-6222
Bennet Park (SB, BB)	\$35.00/hr.	101 36-6222
Al Nyberg Field	\$55.00/hr.	101 36-6222

CAREY LAKE SKI TRAIL PASS

<i>Type of Pass</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Family Season Pass	\$50.00	\$50.00	101 34-6241
Individual Season Pass	\$25.00	\$25.00	101 34-6241
Daily - Individual	\$10.00	\$10.00	101 34-6241
Youth 15 & Under	Free	Free	N/A

CROSS COUNTRY SKI & SNOWSHOE RENTALS

<i>Type of Pass</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Family Season Pass (Unlimited Rentals) ⁶	\$75.00	\$75.00	101 34-6241
Individual Season Pass (Unlimited Rentals) ⁶	\$45.00	\$45.00	101 34-6241
Daily - Individual	\$10.00	\$15.00	101 34-6241
Weekend - Individual (Friday-Monday)	\$25.00	\$25.00	101 34-6241

GOLF RATES⁷

<i>Daily Green Fees</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
18 Hole	\$25.00	\$25.00	101 34-4950
9 Hole	\$18.00	\$18.00	101 34-4950
Youth Fee (10-18)	\$12.00	\$13.00	101 34-4950
Youth (10 & under w/paid adult)	Free	Free	101 34-4950
Reciprocal	\$13.00	\$14.00	101 34-4950
Second round of 9 holes	\$7.00	\$7.00	101 34-4950
Full Privilege - Individual	\$325.00	\$350.00	101 34-4950
Couples Membership - Married Couple	\$465.00	\$525.00	101 34-4950

⁵ All field fees are for private reservations. Clubs and association rates are different.

⁶ Newly implemented passes starting 1/1/2024. Maximum 5 consecutive day rental, then must be brought back and re-rented. Carey Lake Ski Trail Pass must be purchased with rental.

⁷ All golf rates include sales tax.



2026 Fee Schedule

GOLF RATES⁷ (CONTINUED)

<i>Season Tickets</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Family II - Full Family (2 adults & dependents under 18)	\$610.00	\$620.00	101 34-4950
Jr Pass (18 & under)	\$125.00	\$100.00	101 34-4950
<i>Other</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Season - Cart Trail Fee	\$100.00	\$100.00	101 34-4950
Daily - Cart Trail Fee	\$12.00	\$14.00	101 34-4950

MEMORIAL BUILDING ARENA ADVERTISING⁸

<i>MB Arena Advertising</i>		<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Dasher Boards	Per Year	\$1,000.00	430 33-3435
	2-3 Year Commitment	\$750.00/Year	430 33-3435
Zamboni Ad	Per Year	\$1,000.00	430 33-3435
Blue Line Ad	(2) Blue Line	\$500.00	430 33-3435
Stairwell Ad	Per Stairwell	\$500.00	430 33-3435
Scoreboard (Fixed) & Digital Package	Prime Location	\$5,000.00	430 33-3435
Scoreboard (Fixed) & Digital Package	Non-Prime Location	\$2,000.00	430 33-3435
Scoreboard Ad (Digital Package Only)	Per Year	\$1,000.00	430 33-3435
Pressbox Wall Sign	Per Year	\$500.00	430 33-3435
In-Ice Advertising	Per Year	\$2,500.00	430 33-3435

MEMORIAL BUILDING PUBLIC SKATING

<i>MB Public Skating</i>		<i>Rate Eff. 1/1/2022</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Open Skating/Hockey	Per Person	\$3.00/\$5.00	\$5.00	101 34-4790
	Season Pass	\$ -	\$50.00	101 34-4790

⁸ All advertising set-up and printing costs will be added to yearly fee (expense accounted under 430-45-5150-241).



2026 Fee Schedule

MEMORIAL BUILDING RENTAL RATES⁹

<i>Meeting Rooms</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Labor Quarters (75 max. capacity)	Half Day - less than 4 hrs.	\$50.00	\$55.00	101 36-6222
	All Day	\$100.00	\$100.00	101 36-6222
	Nonprofit - Half Day	\$35.00	\$40.00	101 36-6222
	Nonprofit - Full Day	\$ -	\$80.00	101 36-6222
Service Quarters	Half Day - less than 4 hrs.	\$50.00	\$100.00	101 36-6222
	All Day	\$100.00	\$175.00	101 36-6222
Canteen (35 max. capacity)	Half Day - less than 4 hrs.	\$40.00	\$55.00	101 36-6222
	All Day	\$80.00	\$100.00	101 36-6222
	Nonprofit - Half Day	\$25.00	\$40.00	101 36-6222
	Nonprofit - Full Day	\$ -	\$80.00	101 36-6222
Little Theater (269 max. capacity)	Half Day - less than 4 hrs.	\$150.00	\$150.00	101 36-6222
	All Day	\$250.00	\$250.00	101 36-6222
<i>Dining Room & Kitchen</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Dining Room & Kitchen (175 max. capacity)	Half Day - less than 4 hrs.	\$100.00	\$100.00	101 36-6222
	All Day	\$175.00	\$175.00	101 36-6222
Wedding	All Day - 3 Days (Fri-Sun)	\$425.00	\$500.00	101 36-6222
	Damage Deposit	\$500.00	\$500.00	101 36-6222
<i>Main Arena</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Ice Rental	Ice Time (per hour)	\$175.00	\$175.00	101 36-6223
Dry Floor Event	Per Day	\$800.00	\$850.00	101 36-6223
Dry Floor Event Set-Up/Tear Down	Per Day	\$350.00	\$400.00	101 36-6223

PARK SHELTER RENTALS¹⁰

<i>Shelter Location</i>	<i>Fee per Day Eff. 1/1/2024</i>	<i>Fee per Day Eff. 1/1/2026</i>	<i>Account Code</i>
Bennett Park North Pavilion	\$60.00	\$65.00	101 36-6241
Bennett Park South/Splash Pad	\$60.00	\$65.00	101 36-6241
Bennett Park Band Shell	\$40.00	\$45.00	101 36-6241
Carey Lake Shelter - Woods/Beach	\$60.00	\$65.00	101 36-6241
Greenhaven Community Room	\$80.00	\$80.00	101 36-6241
North Hibbing	\$40.00	\$45.00	101 36-6241

⁹ All rentals are subject to sales tax

¹⁰ Fees subject to sales tax. When shelters are not reserved, shelters are first come first serve and free for public use.



2026 Fee Schedule

RECREATION

<i>Program</i>		<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
First Ave Mile	Kids/Adult	\$10.00/\$20.00	101 36-6222
Halloween 5K	Kids/Adult	\$10.00/\$20.00	101 36-6222
Adult DIY Classes	Individual	\$45.00	101 36-6222
Adult Museum Mystery	Individual	\$15.00	101 36-6222
Youth Skating Events	Individual	\$5.00	101 36-6222
Camp Hurrah	Individual	\$50.00	101 36-6222
Kickball Team - Coed	Individual	\$100.00	101 36-6222
Volleyball Team - Coed & Women's	Individual	\$225.00	101 36-6222

EMERGENCY MEDICAL SERVICES - CHARGE LIST

<i>Charge</i>	<i>Expected Amount Eff. 9/21/2022</i>	<i>Expected Amount Eff. 1/21/2026</i>
A2 Comprehen Transport	\$1,950.00	\$1,950.00
ALS Emerg Transport	\$1,800.00	\$1,800.00
ALS NonEmerg Transport	\$1,700.00	\$1,700.00
BLS Emerg Transport	\$1,650.00	\$1,650.00
BLS NonEmerg Transport	\$1,550.00	\$1,550.00
DOA Transport	\$1,400.00	\$1,400.00
Lifelinek ALS Intercept	\$457.00	\$457.00
Transported Mileage	\$26.00	\$28.00
Special Care Transport	\$2,100.00	\$2,100.00
Tech Time	\$400.00	\$400.00
Treat, No Transport	\$250.00	\$500.00
No Transport/Lift Assist	\$250.00	\$250.00
zLifelinek BLS Intercept	\$385.00	\$385.00
zN Aircare ALS Intercept	\$500.00	\$500.00
zN Aircare BLS Intercept	\$350.00	\$350.00
zzzInterceptSvcParamedic	\$400.00	\$400.00
Helicopter Crew Transport Only	\$250.00	\$250.00

Billing Inquiries

The Fire Department does not handle questions or inquiries regarding Ambulance Billing. For questions regarding your ambulance bill or to make a payment, contact our billing company by calling 1-888-299-3262 or visit ecpbilling.com (Patients tab). Patients should visit personapay.com/ecp/login to make payments.

For inquiries regarding an ambulance service **BEFORE** October 2022, you will need to contact Healthline Billing at 218-312-3002.

For inquiries regarding an ambulance service between October 1, 2022 and August 31, 2025 (this includes TransMedic billings from October 1, 2022 through March 31, 2023), you will need to contact EMSMC at 1-866-780-0184.



2026 Fee Schedule

HIBBING LIBRARY FEE SCHEDULE

<i>Service</i>	<i>Size/Details</i>	<i>Type</i>	<i>Fee 2023 & Prior Years</i>	<i>Account Code</i>
Printing/Copying	8.5"x11"	Black & White	\$0.25	211 34-4110
Printing/Copying	8.5"x11"	Color	\$0.50	211 34-4110
Printing/Copying	11"x14"	Black & White	\$0.25	211 34-4110
Printing/Copying	11"x14"	Color	\$0.50	211 34-4110
Printing/Copying	11"x17"	Black & White	\$0.50	211 34-4110
Printing/Copying	11"x17"	Color	\$1.00	211 34-4110
Faxing-Digital Service	Using Copy Machine Service	1 st Page	\$1.00	211 34-4110
		Each Page After	\$0.50	211 34-4110
Obituaries/Newspapers/ Research Requests	Email or USPS Delivery (Up to 5 Pages)	Digital and/or Physical Scans	\$10.00	211 36-6231
Replacement Material Cost-Lost or Damaged	MSRP of the Item Listed in the System	Varies	Varies	211 34-4760
Zenbooth	Limit Two People	N/A	Free	N/A
Temporary Borrower Card	1 year - Non-Taxed	Non-Resident of MN	\$35.00	211 34-4760
Damage to DVD or Audiobook Case/Cover	Replacement/Processing Fee	Damage	\$5.00	211 34-4760
Indoor Play Park	Children 0-5 Yrs. Old - Parent/Guardian Must Accompany Child	Per Day	\$2.00 per child	211 34-4761



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (ACCT CODES 101 35-5101 THRU 5107)

<i>Administrative Offense (related ordinance)</i>		<i>Fine Eff. 1/1/2023</i>
<i>Business Regulation</i>	No license for Mechanical Amusement Device (6.20.2)	Double the license fee
	No license for Billiards Hall (6.21.1)	Double the license fee
	No license for Shows (6.23.1)	Double the license fee
	No license for Commercial Photographer (6.26.3)	Double the license fee
	No license for Taxicabs (6.28.2)	Double the license fee
	No license for Kennel (6.29.2)	Double the license fee
	No license for Pawnbroker (6.30.2)	Double the license fee
	No license for Massage Parlors (6.32.2)	Double the license fee
	No license for Peddlers & Transient Merchants (6.34.3B)	Double the license fee
	No license for Bingo & Raffles (6.44.3C)	Double the permit fee
<i>Dangerous & Potentially Dangerous Dogs¹¹</i>	Certificate of Registration (10.21.13J)	\$150.00
	Enclosure (10.21.13D)	\$100.00
	Failure to Register Potentially Dangerous Dog (10.21.13.B.1)	\$150.00
	Surety bond (10.21.13J)	\$100.00
	Annual fee (10.21.13J)	\$100.00
	Microchip (10.21.13C)	\$100.00
<i>Library Property</i>	Damage ¹² (10.47.1)	\$50.00
	Removal ¹² (10.47.2)	\$50.00
	Detain ¹³ (10.47.3)	\$20.00
<i>Liquor, Beer & Wine</i>	Consumption or possession of alcoholic beverages on city park, street, public property, or private parking lot (5.71.1)	\$50.00
<i>Other</i>	Firewood storage (11.56)	\$75.00
	Any other admin fines	Varies
<i>Parking</i>	Sidewalk (9.02)	\$20.00
	Driveway (9.02)	\$25.00
	Intersection or street (9.02)	\$25.00
	Fire hydrant (9.02)	\$25.00
	Crosswalk (9.02)	\$20.00
	Crosswalk at Intersection (9.02)	\$20.00
	Traffic control sign (9.02)	\$20.00
	Safety zone (9.02)	\$20.00
	Railroad (9.02)	\$20.00
	Fire station (9.02)	\$25.00

¹¹ Penalties under Section 10.21, Subd. 13 are for single violations. Violation of two of the above five offenses is a \$200.00 penalty; violation of three of the above five offenses is a \$400.00 penalty; violation of four of the above five offenses is an \$800.00 penalty; and violation of five of the above five offenses is a \$1,600.00 penalty. On a violation for a separate subsequent offense, the penalties are doubled.

¹² Penalty will include fine plus replacement cost of item(s).

¹³ Penalty will include fine plus return of item(s) undamaged.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Parking (Continued)</i>	Street excavation (9.02)	\$25.00
	Double parking (9.02)	\$25.00
	Bridge (9.02)	\$25.00
	Official signs (9.02)	\$25.00
	Alley (9.02)	\$20.00
	Boulevard (9.02)	\$20.00
	Fire lane (9.02)	\$25.00
	Rush hour (9.02)	\$20.00
	Unauthorized removal (9.03)	\$20.00
	Camper trailer or bus (9.04)	\$20.00
	Police officer direction (9.05)	\$25.00
	Wrong side of street - parallel parking (9.06)	\$20.00
	Wrong side of street - streets without curb (9.07)	\$20.00
	24 hour limit (9.08.1)	\$25.00
	Posted time limit (9.08.2)	\$20.00
	Calendar parking (9.08.4)	\$20.00
	Semi-trailer on public property (9.09.1)	\$25.00
	Semi-trailer in residential district (9.09.2)	\$25.00
	Commercial 10:00am - 6:00pm weekdays (9.09.3)	\$25.00
	Commercial obstruct alley (9.09.4)	\$25.00
	Municipal parking lots (9.10)	\$20.00
	Impounded vehicles (9.11)	\$20.00
	Angle parking (9.12)	\$25.00
	Selling merchandise (9.13)	\$20.00
	Residential permit parking (9.16)	\$25.00
	Unlawful off-street parking on residential streets (9.17)	\$75.00
	Snowplow event (9.21)	\$25.00
	Other parking fines	Varies
<i>Public Protection</i>	Unlawful deposit of garbage, litter, etc. ¹⁴ (10.01)	\$100.00
	Hauling garbage or refuse without a permit (10.02)	\$50.00
	Open burning of leaves without a permit (10.03)	\$50.00
	Unlawful recreational fires and burn barrels (10.04)	\$50.00
	Feeding pigeons (10.05)	\$100.00
	Unlawful acts with dangerous weapons and articles (10.20.2)	\$50.00
	Unlawful discharge of dangerous weapons and explosives (10.20.4)	\$50.00

¹⁴ Costs associated with blight cleanup will be billed to the property owner, including hourly rate for staff time and equipment use, as well as the solid waste amount (per yard) and any additional costs.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Public Protection (Continued)</i>	Sale or possession of unlawful fireworks (10.20.6)	\$100.00
	Possession or control of unused refrigerators, etc., on which doors fasten when closed (10.20.7)	\$50.00
	Dog running at large (10.21.1)	\$75.00
	Unlicensed dog (10.21.2)	\$50.00
	Failure to vaccinate dog (10.21.5)	\$100.00
	Unlawfully removing or stealing dog collar (10.21.6)	\$50.00
	Permitting dog to disturb the peace (10.21.11)	\$75.00
	Keeping more dogs than allowed (10.21.16)	\$50.00
	Cat running at large (10.22.1)	\$75.00
	Keeping more cats than allowed (10.22.3)	\$50.00
	Keeping unauthorized animals (10.23.2)	\$50.00
	Dog waste (10.21.15)	\$50.00
	Curfew (10.24.3)	\$50.00
	Unlawful storage of abandoned property ^{14,15} (10.42.2)	\$150.00
	Long grass ^{14,15,16} (10.44)	\$75.00
	Open storage of abandoned vehicles ^{14,15} (10.46.3)	\$150.00
	Indecent exposure (10.73.1P)	\$50.00
	Nuisance service call (10.74)	\$250.00
	Loud or unnecessary noise (10.90.1)	\$100.00
<i>Refuse & Garbage¹⁷</i>	Deposit upon street, alley or vacant lot (3.30.2A)	\$50.00
	Transport (3.30.2B)	\$50.00
	Bag or container (3.30.2C)	\$50.00
	Commercial bags (3.30.2D)	\$50.00
	Hazardous waste (3.30.2E)	\$50.00
	Rummage, scavenge & remove (3.30.2F)	\$50.00
	Trash stands (3.30.2G)	\$50.00
	Living outside city (3.30.2H)	\$50.00
	Recycle containers (3.30.2I)	\$50.00
	Medical waste (3.30.2J)	\$50.00
<i>Sanitary & Storm Sewers</i>	Sewer/storm water discharge violation (17.08)	\$100.00/month ¹⁸

¹⁵ Costs associated with cleanup shall be a lien upon such a real estate.

¹⁶ Costs associated with long grass mowing will be billed to the property owner, including an admin fee per property, a truck fee per day, hourly rate for staff time and equipment use, and interest. Subject to sales tax.

¹⁷ Notwithstanding the provision for subsequent offenses contained in Hibbing City Code Section 1.03, Subd. 3.J., subsequent offenses of the offenses in Section 3.30, Subd. 2, shall be as follows: second violation – double the penalty; third and more violations – triple the penalty.

¹⁸ Sewer/storm water discharge surcharge will be assessed for every month during which the property is not in compliance per Section 17.08.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Streets & Sidewalks</i>	Snow and ice on public sidewalks ¹⁵ (7.04.1)	\$50.00
	No special event permits (7.16.2)	\$50.00
	No special event street vendors permit (7.16.3)	\$50.00
	Wrong way in one way alley (8.02.2)	\$50.00
	Unlawful U-turns (8.03)	\$50.00
	Bicycles (8.04)	\$50.00
	Manner and number riding (8.04.2)	\$50.00
	Hitching rides (8.04.3)	\$50.00
	Where to ride (8.04.4)	\$50.00
	Right-of-way sidewalks (8.04.5)	\$50.00
	Carrying articles (8.04.6)	\$50.00
	Lighting and brake equipment (8.04.7)	\$50.00
	Sale with reflectors (8.04.8)	\$50.00
	Unlawfully riding skateboards, roller skates or roller blades (8.05.3)	\$50.00
	Operating snowmobile on private property (8.50.3)	\$50.00
	Operating snowmobile on sidewalks or boulevards (8.50.4)	\$50.00
	Unlawfully operating snowmobile on roadways, public lands and waters (8.50.5)	\$50.00
	Operating snowmobile on interstate highways or freeways (8.50.5)	\$50.00
	Unlawful crossing of roadway by snowmobile (8.50.8)	\$50.00
	Operating snowmobile after hours (8.50.9)	\$50.00
	Operating snowmobile - other prohibited acts (8.50.10)	\$50.00
	Operating snowmobile under minimum age (8.50.12)	\$50.00
	Exhibition driving (8.60.2)	\$75.00
	Unlawful left turn (8.61)	\$50.00

Payment of Parking Tickets or Administrative Offenses

1. Mail check or money order to Hibbing Police Department
Hibbing Police Department
1810 12th Ave E.
Hibbing, MN 55746
Make checks payable to City of Hibbing
2. Drop off payment at Hibbing Police Department
3. Online through Citizen Connect: www.tocite.net/hibbingmn/portal
4. By phone: 218-475-8161



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES *(CONTINUED)*

Appeal Process

To appeal a parking ticket with the Hibbing Police Department, please visit our [Citizen Connect](#) page with your ticket number or license plate number.

If you do not agree with the appeal determination made by the Hibbing Police Department, per City Ordinance, you may request a hearing. To request a hearing, call the City Administrator's Office at 218-312-1560 or mail a request to:

Attn: City Administration
City Hall
401 East 21st St.
Hibbing, MN 55746

MISCELLANEOUS FEES

<i>Police Provided Service</i>	<i>Fee Eff. 1/1/2023</i>	<i>Fee Eff. 1/1/2025</i>	<i>Account Code</i>
Accident Report Request	\$5.00	\$5.00	101 36-6231
Body Cam Footage	\$ -	\$35.00	101 36-6231
Fingerprinting	\$25.00	\$25.00	101 36-6231
Info request on USB	\$25.00	\$25.00	101 36-6231



2026 Fee Schedule

EQUIPMENT RENTAL RATES¹⁹

<u>Equipment</u>	<u>Hourly Rate</u>	<u>Acct Code</u>
Excavator	\$277.94	101 34-4303
Dump Truck	\$157.94	101 34-4303
Loader	\$277.94	101 34-4303
Grader	\$277.94	101 34-4303
590 Backhoe	\$277.94	101 34-4303
Mini Excavator	\$207.94	101 34-4303
Skid Steer	\$207.94	101 34-4303
Sweeper	\$207.94	101 34-4303
Jet Truck	\$277.94	101 34-4303
Tractor/Mower	\$207.94	101 34-4303
Dozer	\$277.94	101 34-4303
Roller	\$207.94	101 34-4303

<u>Culvert Sizes²⁰</u>	<u>Price per Foot</u>	<u>Acct Code</u>
12"	\$20.22	101 36-6248
15"	\$25.01	101 36-6248
18"	\$29.80	101 36-6248
24"	\$38.40	101 36-6248
30"	\$60.18	101 36-6248
36"	\$72.76	101 36-6248
42"	\$115.72	101 36-6248
48"	\$131.40	101 36-6248

<u>Materials²¹</u>	<u>Price per Yard</u>	<u>Acct Code</u>
Class 5	\$25.00	Varies
Bituminous Millings	\$40.00	Varies
Red Rock	\$18.00	Varies
Select Granular Borrow	\$18.00	Varies

OTHER MISCELLANEOUS FEES

	<u>Fee</u>	<u>Acct Code</u>
Maps & Specifications (Plans)	\$35.00 ²²	101 34-4105

¹⁹ Rates include hourly rate for staff time.

²⁰ Prices subject to change per market cost of culvert.

²¹ Rates used for building and housing demolition, blight cleanup, and public works. Subject to change.

²² Fee applies to paper copies only. Digital maps and specs are free of charge.



2026 Fee Schedule

APPLIANCE DISPOSAL, CONSTRUCTION DEBRIS & BULK WASTE

Appliance & Furniture Disposal (Account Code: 603 36-6234)

Disposal stickers for the following items are available at City Hall in the Clerk's Office for \$15 including tax.

Place your item as near as possible to your regular garbage pick-up point curbside or alley. Have items in place for pick-up by the next day after purchasing your sticker.

Fee Eff. 2/1/26	
Appliances	
\$15.00 per tag	(1) tag required per appliance, including: stoves, dishwashers, refrigerators (doors must be removed), washers or dryers, freezers (doors must be removed), water heaters, microwave or toaster ovens
Furniture	
\$15.00 per tag	(1) tag per 200 pounds, including chairs, tables, living room furniture, etc.
Beds	
\$15.00 per tag	(1) required per mattress. (1) tag required per box spring
TV's, Computer Monitors & Other Video Display Devices	
\$15.00 per tag	(1) tag required per item
Miscellaneous	
\$15.00 per tag	(1) tag per 200 pounds (bagged), and LESS than 1 cubic yard. Includes "Spring Cleaning," refuse, carpet, cabinets, etc.

Bulk Refuse Container Use (Account Codes: 603 37-7310 & 603 37-7320)

The City of Hibbing will deliver a bulk refuse container to your residence or commercial site for the disposal of construction debris and bulk waste. Three to six cubic yard containers are available.

Containers will be placed as conveniently as possible in a location that can be accessed by the Sanitation Truck. Once placed, the containers cannot be moved. Containers are delivered in the afternoon on Monday through Friday.

Bulk Refuse Container Fees	
\$34.08 per cubic yard (residents)	Your deposit of \$102.24 goes towards the first 3 cubic yards of refuse. Additional refuse charges are put on your Public Utilities invoice. There is a minimum charge of 3 cubic yards.
\$36.27 per cubic yard (commercial)	Your deposit of \$108.81 goes towards the first 3 cubic yards of refuse. Additional refuse charges are put on your Public Utilities invoice. There is a minimum charge of 3 cubic yards.
A rental fee of \$5 per day (plus tax ²³) is charged for each day of container use over five business days.	

²³ Tax on the rental fee is 9.75% for residential and 17% for commercial.



2026 Fee Schedule

APPLIANCE DISPOSAL, CONSTRUCTION DEBRIS & BULK WASTE *(CONTINUED)*

Items That Can Be Put in the Container

- Refuse
- Garbage and construction debris (see restrictions below)
- Paint cans with the lids off and the paint dried on the inside CAN be put in the container.

Do Not Put These Items in the Bulk Container

- Tires
- Fluorescent bulbs or ballasts (non-commercial, 4 ft.)
- Yard debris such as brush, grass clippings, trees, and branches
- Appliances
- Auto batteries
- Hazardous waste
- Wet paint
- Large quantities of cement
- Mattresses
- Box springs
- Computer monitors
- Televisions

COMMERCIAL GARBAGE (ACCOUNT CODE 603 37-7310)

Commercial customers are charged on a volume basis. The minimum monthly commercial charge for two cubic yards is \$34.63, each additional cubic yard is \$17.32.

Your garbage bill includes the following monthly charges per cubic yard of refuse:

<i>As It Appears on Your Bill</i>	<i>Fee Eff. 8/1/2020</i>	<i>Fee Eff. 1/1/2026</i>	<i>Description</i>
Garbage	\$14.80	\$14.80	Garbage and recycle pickup by the City of Hibbing Sanitation Department and the tipping fees
State MSW Tax	\$2.52	\$2.52	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$1.25	\$0.00 ²⁴	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$3.95	\$0.00 ²⁴	
Total Cost	\$22.52	\$17.32	

²⁴ Landfill fees will be collected by St. Louis County starting 1/1/2026.



2026 Fee Schedule

RESIDENTIAL GARBAGE (ACCOUNT CODE 603 37-7310)

Residential garbage is picked up either from curbside or alley containers one time each week by the City of Hibbing's Solid Waste Department. All containers are supplied by the City of Hibbing.

Household garbage bills include the following monthly charges:

<i>As It Appears on Your Bill</i>	<i>Fee Eff. 8/1/2020</i>	<i>Fee Eff. 1/1/2026</i>	<i>Description</i>
<i>65-Gallon</i>			
Garbage	\$14.24	\$14.24	Garbage and recycled items pickup by the City of Hibbing Sanitation Department from household garbage carts and 95-gallon dumpsters
State MSW Tax	\$1.39	\$1.39	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$5.83	\$0.00 ²⁴	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$1.98	\$0.00 ²⁴	
Total Cost	\$23.44	\$15.63	
<i>95-Gallon</i>			
Garbage	\$16.25	\$16.25	Garbage and recycled items pickup by the City of Hibbing Sanitation Department from household garbage carts and 95-gallon dumpsters
State MSW Tax	\$1.58	\$1.58	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$5.83	\$0.00 ²⁴	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$1.98	\$0.00 ²⁴	
Total Cost	\$25.64	\$17.83	



2026 Fee Schedule

SEWER RATES & BILLING^{25,26}

This rate applies to all users connected to the publicly owned sanitary sewer system. Single family, multiple families, commercial, industrial, schools, churches, and public buildings are all treated equally.

The sewer user rates are based on the water meter readings for the month for each user according to the following schedule:

<i>Sewer Charge</i>	<i>Fee Eff. 2/1/2026</i>	<i>Account Code</i>
Base Charge	\$18.03	602 37-7200
Commodity Charge	\$6.76 per 1,000 gallons	602 37-7200
Fixed Sewage Rate	\$38.31 (3 Units of sewer @\$6.76 plus one base charge @\$18.03)	602 37-7200

Call the Finance Department at 218-262-3486, ext. 713 to request an adjustment.

STORMWATER CHARGE²⁶

<i>Stormwater Charge</i>	<i>Fee Eff. 2/1/2026</i>	<i>Account Code</i>
Urban Residential	\$3.58	602 37-7205
Rural Residential	\$1.34	602 37-7205
Urban Non-Residential (eq. 3,000 square feet of impervious area)	\$3.58	602 37-7205
Rural Non-Residential (eq. 3,000 square feet of impervious area)	\$1.34	602 37-7205

²⁵ All sewer user charges of the City of Hibbing are rendered under and subject to the sewer use ordinance of the City of Hibbing.

²⁶ The Sewer Utility Fund calls for an annual increase in rates of 5% for Sewer and 7.5% for Stormwater in order to maintain adequate cash flow, per 2025 sewer rate study. The sewer rates will be reviewed every year and posted in this fee schedule with their respective effective dates.

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to \[psstech@lmc.org\]\(mailto:psstech@lmc.org\), or fax to 651.281.1298.](mailto:psstech@lmc.org)

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

Signature: _____

Position:

PLEASE USE THIS FORM FOR TRAVEL IN 2026



TRAVEL REQUEST FORM

(Fill Out Prior to Travel)

TRAVEL INFORMATION SECTION:

Employee Name:
Rachael Shiek

Department:
Police

Purpose for Travel:
Digital Evidence Investigations Training (DEI) and Basic Computer Evidence Recovery Training (BCERT)

City/State:
Hoover, Alabama

Dates of Travel:
05/03/20206 – 06/12/2026

COST CALCULATION SECTION:	ESTIMATED TOTAL COST	PAID DIRECT BY CITY	EMPLOYEE PAID	ADVANCED
REGISTRATION FEE:	\$0			
TRANSPORTATION: Rental Car	\$1,970			
Air Fare	\$0			
Personal Car _____ Miles @ \$0.725	\$0			
Other – Parking, Tolls, etc.	\$0			
LODGING: _____ Days @ \$_____	\$0			
ALLOWABLE MEALS:				
Breakfast ____2____ @ \$10.00	\$20			
Lunch ____2____ @ \$15.00	\$30			
Dinner ____2____ @ \$20.00	\$40			
MISCELLANEOUS:				
SALARY: Regularly Scheduled Hours ____200____ Hours @ \$____47.22____	\$9,444	Working		
TOTAL ESTIMATED COST:	\$ 2,060			

Departmental Approval:

Date:

1/15/26

Budget Approval:

Date:

City Administrator Approval:

Date:

Revised and Effective: 1/1/26

- ✕ Unknown what airport I am scheduled to fly out of, and the parking/tolls would be unknown until I receive flight information.

— USSS will reimburse me for this. *RF*

- The meals requested are for the day of traveling to Hoover Alabama, and returning to Hibbing Minnesota.
- The US Secret Service covers the cost for the training, Air Fare, Hotel and Per Diem while I am at their trainings.

Courses approved for Rachael Shiek to attend by US Secret Service:

Digital Evidence Investigations (DEI)

A 1-week course, which provides first responders/investigators a working knowledge in the identification, extrapolation and analysis of digital evidence obtained from computers and other electronic devices: cellphones, GPS units, and tablets; as well as hands-on training with forensic analysis tools, legal issues, and report generation techniques.

Date: May 4 - 8, 2026

This class is limited to 25 students. Travel to the NCFI on Sunday, May 3, 2026 and return on Saturday, May 9, 2026.

Basic Computer Evidence Recovery Training (BCERT)

A 5-week course, which provides law enforcement investigators real-world experience with computer hardware, device imaging solutions, forensic analysis tools, legal issues, and report generation techniques. Graduates return home with issued equipment necessary to perform forensic examinations.

Date: May 11 - June 11, 2026

This class is limited to 25 students. Travel to the NCFI on Sunday, May 10, 2026 and return on Friday, June 12, 2026.

Rachael Shiek

From: JAMES BRANHAM (MSP) <james.branham@ussd.dhs.gov>
Sent: Tuesday, March 19, 2024 3:57 PM
To: Rachael Shiek
Subject: FW: NCFI - BCERT

SA Jim Branham
Minneapolis Field Office
Cyber Fraud Task Force
612-348-1800 - Main
509-342-4048 - Cell

From: JAMES BRANHAM (MSP)
Sent: Tuesday, March 19, 2024 3:54 PM
To: rachael.shiek@hibbing.mn.gov
Subject: NCFI - BCERT

Good Afternoon Rachael,

My apologies I was not in the office to answer your questions about the NCFI this afternoon. I run our lab in MSP and also serve as the local coordinator for all NCFI nominations for the MSP district. If you are available for a phone call tomorrow morning I would be happy to answer any questions you might have if I cannot answer them here. The nomination process occurs quarterly for the NCFI and the next nomination period will most likely occur in June 2024. I will forward a past e-mail that I send to my distribution list concerning the NCFI.

The BCERT class is one of the most sought after and expensive classes the NCFI offers so the wait time to get into can be extensive. We provide all the training and equipment free and pay for all travel and per diem. After one year your department would be responsible for the software license renewal which can run from \$4-6,000. We ask any investigator remain in that position for a minimum of 4-5 years so it isn't a waste of your departments time or NCFI funding. You would be expected to help surrounding communities if your lab case load allows as we cannot train every department across the nation.

Feel free to give me a call tomorrow morning or anytime after should you have questions. If you would like to be added to the distribution list please let me know and I am more than happy to add you.

Thanks

TSA Jim Branham
Technical Special Agent
Minneapolis Field Office
Cyber Fraud Task Force
612-348-1800 - Main
509-342-4048 - Cell

Rachael Shiek

From: JAMES BRANHAM (MSP) <james.branham@usss.dhs.gov>
Sent: Thursday, January 8, 2026 10:37 AM
To: Rachael Shiek
Subject: FW: BCERT 26-03 Class Selected

FYI. Please mark your calendar and more information will be forthcoming.

TSA James Branham
Cyber Fraud Task Force
Minneapolis Field Office
O: 612-348-1800
C: 202-834-6561

Subject: BCERT 26-03 Class Selected

All,

Below is the **UNOFFICIAL** list of attendees for the upcoming BCERT 26-03 Course (05/11/2026 - 06/11/2026).

The following individuals have been selected to attend the Basic Computer Evidence Recovery Training (BCERT 26-03) Course for State/Local Officers, Hoover, AL, 05/11/2026 - 06/11/2026:

1. Barlow, Eric Pennsylvania Office of the Attorney General/PITTSBURGH FIELD OFFICE
2. Blevins, Herman Carter County Sheriff's Department /
3. Coats, Michael Maricopa County Sheriff Office/PHOENIX FIELD OFFICE
4. Colley, Dallas Allen County High-Tech Crime Unit/INDIANAPOLIS FIELD OFFICE
5. Day, Joshua Burnet Police Dept/AUSTIN RESIDENT OFFICE
6. Friend, Jonathan Monongalia Sheriff's Department/CHARLESTON, WV RESIDENT OFFICE

7. Harless, Benjamin Dearborn Police/DETROIT FIELD OFFICE
8. Haynes, Madison Marion County Sheriffs Office/JACKSONVILLE FIELD OFFICE
9. Heck, Luke Durham Police Department/RALEIGH RESIDENT OFFICE
10. Imes, Nathan St. of Alaska Dept. of Revenue Crim. Inv./ANCHORAGE RESIDENT AGENCY
11. Jack, Holly Bangor Police Department/PORTLAND, ME RESIDENT OFFICE
12. Koehler, Jeremy Piqua Police Department/DAYTON RESIDENT OFFICE
13. Lewis, Stephen Rutherford County SO/NASHVILLE FIELD OFFICE
14. Mason, Tommy Bristow Police Departmet/TULSA RESIDENT OFFICE
15. Pulkownik, Paul Chicago Police Department/CHICAGO FIELD OFFICE
16. Rhee, Alexander Beverly Hills PD/LOS ANGELES FIELD OFFICE
17. Rivett, Jeffrey Yarmouth Police Dept/BOSTON FIELD OFFICE
18. Sansing , Christopher Concord Police Department /MANCHESTER RESIDENT OFFICE
19. Shiek Holecek, Rachael Hibbing Police Department/MINNEAPOLIS FIELD OFFICE
20. Smith, Sarah Conway Police Department/LITTLE ROCK FIELD OFFICE
21. Vuong, Stephen Pleasant Hill Police Department/SAN FRANCISCO FIELD OFFICE
22. Webster, James Columbia Police Department/COLUMBIA FIELD OFFICE
23. Wigley, Ryan Madison Police Department/JACKSON RESIDENT OFFICE
24. muckerheide, michael El Dorado County Sheriff's Office/SACRAMENTO RESIDENT OFFICE

Proctor:

Clark, Brian Jackson Police Department/MOBILE RESIDENT OFFICE

**CITY OF HIBBING
MANAGEMENT AND CONCESSION AGREEMENT
HIBBING MUNICIPAL GOLF COURSE**

THIS INDENTURE, made and entered into this 1st day of February, 2026, by and between the **CITY OF HIBBING**, a Political Subdivision, hereinafter referred to as "City", and **Randy Murray, DBA Hibbing Municipal Golf Court LLC**, an individual residing in the County of St. Louis, State of Minnesota, hereinafter referred to as "Operator".

WHEREAS, the City presently owns a golf course in the City of Hibbing and is desirous of having an operator manage the golf course and operate a concession stand on the Premises; and,

WHEREAS, the Operator is desirous, under the conditions hereinafter set forth, of managing the said golf course and operating a concession stand on the Premises.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Operator shall operate the clubhouse sales area, snack bar, pro shop and rental facilities on the Premises in accordance with the Rules, Regulations and Operating Policies adopted by the Hibbing City Council, a copy of which is attached hereto as Appendix "A", and made a part hereof by reference as if set forth in full.

The City Council of the City of Hibbing shall have the right to revise said Rules, Regulations and Operating Policies from time to time. The Rules and Regulations may include, but are not limited to, the following:

- a) The minimum hours for which the course is open each day for play;
- b) The minimum hours that the clubhouse, pro shop and snack bar are to be open to the public; and
- c) General rules of conduct.

The fees to be charged for the use of the course shall be set by the City Council of the City of Hibbing. The fee schedule may include:

- a) All green fees (daily, season tickets, tournament, reservation fees);
- b) Practice area fees;
- c) Private owner motorized cart rental fees;

2. The City hereby grants to the Operator the exclusive concession (Food & Beverage including Alcohol) rights and privileges within the Municipal Golf Course clubhouse hereinafter referred to as the "Premises".

3. This contract shall be for a 2-year term, the **2026** and **2027** operating seasons, defined as being from April 1, 2026, to October 31, 2026, and April 1, 2027, to October 31, 2027.

4. For management of the golf course the City shall pay the Operator 15.0% of the green fees and season ticket sales, tournament fees and cart trail fees and 50% of practice area fees. Payments for the 15.0% of listed fees and 50% of practice fees shall be computed, calculated, and paid on a monthly basis. (Sales Tax is not considered revenue for purposes of these calculations.)

Operator will also be paid the sum of \$27,500.00 for each season. Said \$27,500.00 per season shall be payable as follows: Three Thousand Nine Hundred Twenty Eight and 57/100ths Dollars (\$3,928.57) per month for seven months payable on the 15th day of April and on the 15th day of the next six months thereafter for each year of the term.

5. The Operator shall turn over to the City all green fees, season ticket fees and driving range receipts collected and any funds collected in lieu of green fees. The Operator shall record and keep good records of all such sales in a P.O.S. system that identifies the date of the sale, the amount of each transaction and classifies the sales in appropriate categories. Dated daily receipts for all transaction listings shall be submitted to the City, along with the daily golfer register and the gross receipts for green fees and season ticket fees, and all transactions within the Premises (including receipts of all sales not due to the city), and the daily financial report form on Mondays and Thursdays of each week. The term "gross receipts" in this paragraph includes sales tax monies collected.

6. The Operator shall pay all fees, charges or costs, if any, for governmental inspections or examinations relating to Operator's use or occupancy of the Premises. The Operator shall also pay all license fees (including liquor license), excise fees and sales taxes for business conducted by the Operator on the Premises.

The Operator shall comply with all applicable Federal or State laws (including dramshop laws) and City ordinances and with applicable rules and regulations of the City Council of the City of Hibbing. The Operator may terminate this concession agreement in the event Operator is unable to secure the governmental permits necessary to operate the Premises as proposed herein.

7. The Operator shall at all times keep the structures and areas within 100 feet immediately adjacent to the clubhouse and parking lot in a very neat, clean, safe and sanitary condition. The Operator shall also keep the glass of all windows and doors clean and presentable. Operator will be responsible for janitorial duties within the clubhouse (restrooms, floors, kitchen, etc.). The City shall furnish all cleaning supplies necessary to operate the facility in the manner prescribed above. Operator shall request such supplies and materials as needed from the City.

8. The Operator shall provide the following at Operator's own cost and expense:

- a) A fidelity bond for the sum of Ten Thousand and No/100ths Dollars (\$10,000.00) naming the City of Hibbing as the obligee.
- b) Worker's Compensation Insurance.
- c) \$500,000 each person, Public Liability Insurance for any one person including product liability.
- d) \$1,500,000 Each occurrence and no less than \$1,500,000 Aggregate, Public Liability Insurance for any one accident including product liability.
- e) Adequate insurance to cover on a replacement basis all of his business personal property.

All required insurance (including dramshop insurance) must be in effect and continued so during the life of this Agreement.

If the Minnesota Statutes are amended to increase the City's maximum liability for tort claims, the dollar amounts in this paragraph shall be changed accordingly.

9. The Operator shall indemnify and hold the City harmless from any and all liability and claims resulting from any occurrence arising

from or related in any way to the Operator's use and occupancy of the Premises.

10. The Operator recognizes that Operator is operating the premises as an independent contractor for profit. The Operator, Operator's agents and employees, will devote their efforts toward rendering courteous service to the public with a view to adding to the enjoyment of the patrons of the recreational facility.

The Operator shall operate and conduct the facilities on the premises in a businesslike manner and will not permit any acts of conduct on the part of employees which would be detrimental to the operation of the golf course.

The Operator shall provide sufficient personnel sufficient personnel to fulfill the terms of the contract. All personnel shall be dressed in neat appearing attire. The Operator may close the clubhouse, pro shop and snack bar when the department closes the golf course due to weather or other conditions.

11. The City and its designated employees shall have the right at all reasonable times to examine and inspect the books and records of the Operator in connection with the business conducted upon the Premises by the Operator.

12. If the Operator shall fail to perform any of the covenants or conditions of this agreement, the City may elect to terminate this agreement and re-enter and take immediate possession of the Premises if the default or deficiency in the Operator's performance is not remedied within ten (10) days after receiving written notice from the City stating the nature of the default or deficiency. Notice shall be mailed to the Operator as follows:

Randy Murray - Hibbing Municipal Golf Course LLC
3013 3rd Avenue West
Hibbing, Minnesota 55746

If, upon termination for default and re-entry by the City, the Operator has not removed Operator's property and fixtures, the City may, but need not, remove said personal property and hold it for the owners thereof and the Operator shall reimburse the City for any expense incurred by the City in connection with such removal and storage.

13. The Operator may not assign or transfer this agreement, nor sublet the whole or any part of the Premises, unless the written consent of the City is first obtained in writing.

14. During the term of this agreement, the Operator shall be responsible for all of the following:

- a) Collect all course fees including but not limited to green fees, season ticket fees, advance reservations fees, tournament fees, practice area fees, cart rental fees, food/beverage/merchandise fees, and approved miscellaneous fees;
- b) Keep a complete daily attendance record. Golf course rounds must be strictly tracked and categorized into daily rounds versus season ticket rounds, etc. Coordinate the use of an acceptable tracking system with City Services Director or by using methods provided by the City of Hibbing;
- c) Submit reports of daily receipts to the City using the appropriate form (see Appendix B) and turn over receipts from season ticket sales and daily green fees on Monday each week. The financial reports from P.O.S. for each day shall accompany the daily report form. Customers must have the option for a receipt for all sales transactions;
- d) All starter functions to include but not limited to handling reservations and tee times and the enforcement of course functions;
- e) Operator at times may be asked to perform ranger functions. This may include but not limited to patrolling the course, informing youth and adults in golf etiquette and rules, and monitoring the condition of portable toilets on the course;
- f) Operate the snack bar food & beverage service concessions, golf pro shop, driving range, pull carts, and also provide rental clubs;
- g) Custodial functions at the clubhouse to include but not limited to daily cleaning of restrooms and vacuuming carpets, and garbage pick-up of the parking lot and the grounds adjacent to and within 100 feet of the clubhouse, watering flowers/plantings, sweeping and/or blowing off sidewalks; Any repairs and/or improvements proposed to the entire Premises by the Operator, even at Operator's expense, must have City of Hibbing written approval;

h) Coordinate with City Services Director regarding anticipated tournaments, leagues, school use, and events held at the course. Create a yearly schedule of events subject to Director approval.

15. During the term of this agreement, the City shall be responsible for all of the following:

a) Maintain all outdoor areas and have final authority regarding maintenance and conditions of the entire Premises including clubhouse, parking lot, putting greens, fairways, roughs, hazards, driving range, grounds and irrigation system;

b) Pay for all utilities to the clubhouse and related facilities; and

c) Repair of the clubhouse building, including the HVAC system, utilities, electrical system, mechanical system and roof.

16. Any major problems resulting from the failure of the heating systems, structural damage to the roof, utility or electrical system failures and building code violations are the City's responsibility to correct and resolve. If a particular problem cannot be resolved within a reasonable period of time and it continues to affect the operation of the golf course and has a negative impact on the income potential of the Operator, this agreement may be terminated by the Operator.

17. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Management and Concession Agreement this ____ day of _____, 2026.

CITY OF HIBBING

OPERATOR

By _____
Peter Hyduke
Its Mayor

Randy Murray
Address: 3013 3rd Avenue W.
Hibbing MN 55746
Telephone: 218-262-4137

By _____
Candie Seppala
Its Clerk-Treasurer

APPENDIX "A"

City of Hibbing HIBBING MUNICIPAL GOLF COURSE POLICIES & OPERATING PROCEDURES

The Hibbing Municipal Golf Course can be used by any individual, subject to existing rules and regulations, who purchases a season ticket or pays the prevailing green fee for the season.

1. Season tickets can be paid in (2) two installments with the full balance due by June 1st. If full payment has not been made by June 1st, daily green fees must be paid until the full payment is received for the season ticket.
2. The golf course manager can authorize rain checks for daily green fees. Refunds will not be given for season ticket holders.
3. Motorized carts are permitted at the Hibbing Municipal Golf Course provided the following conditions have been met:
 - a. Pay a trail fee or cart rental fee for season and day use respectively.
 - b. Comply with the following rules:

Keep carts at least 15ft. from all greens and stay in the rough as much as possible.

 - 1) Use bridges to cross ditches.
 - 2) Obey the "NO MOTORIZED CARTS TODAY" requirement which will be posted due to weather or course conditions.
4. An adult must accompany all children 10 years of age and under.
5. EMERGENCY SITUATIONS: Should a serious emergency situation occur, such as a tornado, etc., Operator should notify all patrons of the situation and seek shelter within the building. If the situation requires leaving the building, all employees and patrons should meet in the main parking lot once normal conditions have resumed.
6. BUILDING SECURITY: The Operator is issued keys to the clubhouse and will be responsible for the safekeeping of the clubhouse. It is the responsibility of the last person who leaves the office at the end of the day to be certain that all windows and doors are securely locked and that all appliance and lights are turned off except for those lights normally left on for security purposes.
7. No Golf facility patron shall commit any of the following:
 - a. Illegal Any action, event, or group of events that constitutes a violation of federal, state or local law;

HIBBING MUNICIPAL GOLF COURSE
POLICIES & OPERATING PROCEDURES

- b. Damaging Property. Conduct intended to cause, or with reckless disregard causes or attempts to cause, the destruction, damage or theft of City property, or the property of others;
 - c. Public Indecency. Public indecency, indecent exposure, or obscenity (for purposes of this Subsection, indecency does not include the female breast);
 - d. Fighting. Any action which, in the reasonable judgment of Staff, constitutes an attempt to inflict or does inflict injury to other persons or damage to property, or which poses an unreasonable risk of such injury or damage, such as fighting or instigating an altercation;
 - e. Intimidating Behavior. Any conduct or expression that in the reasonable judgment of Staff, is intended to intimidate or would be reasonably expected to intimidate, or intimidate others, or encourages or incites unlawful or otherwise prohibited conduct;
 - f. Alcohol or Drugs. Use or possession of alcohol (except alcohol lawfully obtained from the golf course concessionaire and consumed in designated areas) or use or possession of illegal drugs, or any discernible intoxication from alcohol or drugs;
 - g. Abusive Behavior. Physical or verbal abuse of Staff or guests;
 - h. Illicit Photography. Use of photographic equipment or imaging devices, including cameras, cell phones, etc. in locker rooms, changing rooms, restrooms, or anywhere that a person has a reasonable expectation of privacy.
 - i. Intended Uses Only. Use of any facility or equipment therein for other than its intended use, or alteration of any equipment or facility;
 - j. Failure to Follow Directions of Staff. The failure to comply with direction given by Staff acting in the performance of their duties or interference with the performance of such duties or other operations of the facility;
 - k. Interfering with Activities. Any action which, in the reasonable judgment of Staff, unreasonably interferes with or obstructs the reasonable use and enjoyment by others of the facility, obstructs any program or activity that is a program of the particular Golf facility, or any other City- or concessionaire-sponsored activity or event;
 - l. Proper attire is always required. Wearing a shirt is always required. Poor Personal Hygiene. The failure to maintain a level of personal hygiene that is non-offensive in a social or group environment;
 - m. Unauthorized Use of Facilities. Use of any facility for commercial activities not specifically authorized and arranged through the city of Hibbing, including but not limited to: sales or soliciting, marketing or conducting surveys, conducting classes or other instructional activities, or tours, except to the extent that same may be carried out in a manner comparable to use of the facility by the general public user, or photographing or videotaping the facility, patrons, or activities for commercial purposes;
 - n. Unauthorized Use of Restrooms. Using restrooms for washing clothes or other items, or for shaving or bathing;
 - o. Wheeled Toys. Use of bicycles, rollerblades, skateboards, scooters, or skates, whether or not motorized, except as expressly authorized;
 - p. Prohibited Pets. Possession of any animals except use of service animals by a person with a disability in accordance with ADA regulations, or as otherwise authorized by Staff or City policies;
 - q. Other Posted or Provided Rules. Failure to comply with any specific rules of use or conduct posted or provided to users within any
8. Proper conduct in the clubhouse, on and around the course and practice facilities, is required, as well as compliance with all signage and course rules. Uncooperative

HIBBING MUNICIPAL GOLF COURSE POLICIES & OPERATING PROCEDURES

patrons will be subject to disciplinary action.

Progressive discipline policy for patrons for rule violations:

- a. Verbal warning – Educate patrons on rules in a courteous manner. At least (2) verbal warnings should be given prior to moving to step B.
- b. Written warning if problems persist.
- c. Suspension (Day, Week)
- d. Termination of Privileges/Ban

* All steps in the progressive discipline policy must be documented. Steps B-D must be reported to City Services Director before issuing the next step in discipline. Depending on the nature of the infraction, steps may be skipped in the order of discipline.

**Operator and City Staff are authorized to determine when it is necessary or appropriate to call the police or other law enforcement officials to assist with enforcement of these regulations and applicable laws.

*** Reinstatement of suspended privileges is at the discretion of the city of Hibbing and will set reasonable and appropriate conditions for reinstatement of privileges.

Club Activities, Tournaments and Special Events

GROUP ACTIVITIES

1. The manager can authorize a group to reserve tee times once a week for the length of time required for foursomes to tee off at consecutive seven (7-10) minute intervals. Shotgun starts are subject to conditions and prior approval of the clubhouse manager.
 - a. The clubhouse must at all times be available for use by general public unless the City Services Department has specifically authorized exclusive use.
 - b. Kitchen privileges, beverages, and food service shall be provided exclusively by the clubhouse manager or if an alternative plan is approved by the city of Hibbing.

SCHEDULING TOURNAMENTS

2. Tournaments can be scheduled provided the following conditions are met:
 - a. The sponsoring group must receive approval from the Clubhouse Operator and City Services Director before scheduling a tournament or special event. Requests should include a description of the event, the dates involved, and the number of anticipated entrants or participants, and any special consideration the sponsoring group would like to receive.

Tournament participants shall pay a daily greens fee, on a per player basis that are in a tournament regardless if they are a season pass holder or not. Players registered for

HIBBING MUNICIPAL GOLF COURSE
POLICIES & OPERATING PROCEDURES

a tournament with a current season pass receive a 20% discount on tournament green fees only.

Tournaments may be hosted any day of the week provided there is City Services Director approval. Clubhouse manager will try and work around league play.

- b. The Hibbing City Council will establish rates annually.

Golf Course Clubhouse opening and closing hours. Hours are subject to change and will be adjusted based on weather, amount of play, and any other factors that may alter clubhouse operations. Clubhouse Operator and City Services Director will work together to adjust hours of operation based on course demand.

Tentative operating hours. Times subject to change.

*April 15 – April 30	8:00 a.m. - 7:00 p.m.
May 1 – May 31	7:00 a.m. - 8:00 p.m.
June 1 – July 31	7:00 a.m. - 8:45 p.m.
Aug. 1 – Sept. 5	7:00 a.m. - 8:00 p.m.
Sept. 6 – Sept. 30	8:00 a.m. - 7:30 p.m.
*Oct. 1 – Oct. 15	10:00 a.m. - 5:30 p.m.

***NOTE: If weather conditions do not permit, the clubhouse can be closed on certain days or may open later in the day.**

Operator will work with Men's/Women's/Senior leagues to ensure clubhouse will be open for their events when needed.

CITY OF HIBBING



MASSAGE THERAPY LICENSE

Fee: Payable to the City of Hibbing

☐	Initial Application Fee (first time applying for City license)	\$50.00
☒	Establishment:	Annual License Fee \$50.00
	Second or more place of business	\$50.00
☒	Therapist:	Annual License Fee \$50.00

Message Therapist Information:

Name: Sarah A Oregon Anderson
 First Middle Initial (Maiden) Last

Home Address: 3615 3rd Ave W Hibbing MN 55746
 Street City State Zip

Contact Number: 612 220 3458

☐ Have you ever been convicted of or entered a plea of guilty to any crime or ordinance violation: If so, please explain time, place and nature of violation: No

☐ Please attach proof of educational requirements as obtained for this license, including 600 hours of completed course work.

Business/Establishment Information:

Business Name: Sarah's Hair and Body Care

Business Address: 1927 2nd Ave E Hibbing MN 55746
 Street City State Zip

Business Phone Number: 612 220 3458

[Signature] 1-3-26
 Applicant Signature Date

#1493

At a Regular Meeting of the Hibbing City Council held on Wednesday, January 21, 2026, at 5:00 p.m. in the Hibbing City Hall Council Chamber, Councilor [INSERT NAME] offered the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING
RESOLUTION NO. 2026-01-XX

RESOLUTION AUTHORIZING THE CITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION FOR COMMERCIAL REDEVELOPMENT FUNDING TO ASSIST WITH REDEVELOPMENT OF THE ST. MICHAEL'S ORTHODOX CHURCH SOCIAL HALL AT 701 EAST 40TH STREET HIBBING, MN 55746

WHEREAS, the City of Hibbing seeks to promote redevelopment activities that remove blight, improve neighborhood vitality, and enhance community facilities; and

WHEREAS, St. Michael's Orthodox Church, a nonprofit 501(c)(3) organization, proposes demolition of an existing hall constructed in 1959 and redevelopment of the property located at 701 East 40th Street, Hibbing, Minnesota; and

WHEREAS, the proposed project will replace the obsolete structure with a modern, accessible, and energy-efficient community hall serving a broad and diverse population; and

WHEREAS, the redevelopment represents an estimated \$3,000,000 total project investment and supports local employment; and

WHEREAS, the Department of Iron Range Resources and Rehabilitation Commercial Redevelopment Grant program provides financial assistance to support demolition, site preparation, and redevelopment projects;

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

1. The City Council authorizes submission of a Commercial Redevelopment Grant application.
2. The City Council authorizes acceptance of grant funds if awarded.
3. The Mayor and City Clerk are authorized to execute necessary documents.

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

FOR ADOPTION:
AGAINST:
ABSTAINED:
ABSENT:

Passed and adopted this XX day of January, 2026.

Resolution No. 26-01-XX
January 21, 2026

CITY OF HIBBING

Pete Hyduke, Mayor

Candie Seppala, City Clerk/Dep. Admin

Fw: Reservation Confirmation at AmericInn by Wyndham Merrill

From Jake Woinarowicz <jake88woin@live.com>
Date Fri 1/9/2026 2:39 PM
To Jake Woinarowicz <jakewoinarowicz@hibbingmn.gov>

Sent via the Samsung Galaxy Z Fold7, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: NOREPLYWyndhamReservations@synxis.com <NOREPLYWyndhamReservations@synxis.com>
Sent: Friday, January 9, 2026 2:38:16 PM
To: jake88woin@live.com <jake88woin@live.com>
Subject: Reservation Confirmation at AmericInn by Wyndham Merrill

**THANK YOU. YOUR ROOM RESERVATION HAS BEEN CONFIRMED.**

Itinerary Number: 5136B573209424

Name: JAKE Woinarowicz

Confirmation Number:
85030EE029891

Hotel Information:
AmericInn by Wyndham Merrill

3300 E Main Street
Merrill Wisconsin
United States

715-5367979

Reservation:
2 Queen NSMK with free WiFi, free breakfast, mini-fridge, microwave

Stay:
1 Room(s); 1 Night(s)

Occupancy:
1 Adult(s), 0 Child(ren) ages 0-17

Check-In:
Thursday, February 5, 2026 15:00 (3:00 PM)

Check-Out:
Friday, February 6, 2026 11:00 (11:00 AM)

Room Rate	USD 111.60
Tax	City Tax 6%: USD 6.70 State Tax 5.5%: USD 6.14
Package Rate	
Total for Stay	USD 124.44



Earn points toward **FREE NIGHTS** around the globe! Not a Wyndham Rewards member yet? [Enroll Today.](#)

Candidate Physical Ability Test (CPAT) - Test Out

SECTION #PS017 SPRING • COURSE #98FIREH


OPEN

24 of 24 seats available

Register by Jan 30

Register Now

MODE	COST	CREDITS	SUBJECT
In-Person	\$160.00	0.00	<u>Fire Technology.</u>

The Candidate Physical Ability Test (CPAT) - Test Out is for a ONE-TIME try to challenge the CPAT course. Acknowledgment and waiver of CPAT orientation and/or conditioning period and/or timed practice runs will need to submitted.

NOTES

- Staff will call students on the Mon/Tue before the Friday test date to set up a specific test time between 9am-3pm for that Friday date. *Late Enrollment not allowed past the public View Date unless it's discussed with Bryson Cruise or Gera Peterson.

MEETING INFORMATION		
DAYS & TIMES	LOCATION	INSTRUCTOR
Friday 09:00 AM - 03:00 PM (Feb 6)	PS111 - Command Center Classroom - Merrill Public Safety Center of Excellen	Bryson Cruise

HIBBING POLICE DEPARTMENT

DECEMBER 2025 ACTIVITY

AOA - MAARC reports	1
ASLT-2 DEG-DANGER WEAPON-GUN	2
ASLT-3 DEG-SUBSTANTIAL BODILY HARM	1
ASLT-5 DEG-INFLICT OR ATTEMPT BODILY HARM	1
ASLT-DOMESTIC ASLT-FE	1
ASLT-DOMESTIC ASLT-MISD	7
ASLT-STRANGLE-ADULT ACQUAINTANCE	3
ASLT-TERRORIST THREATS RECKLESS DISREGARD RISK	3
Assault - 4th Deg - Physician, nurse or other emerg	1
Burglary - 3rd Degree - Enters public building; Ste	1
CRIM DAM PROP-4 DEG	1
Criminal Sexual Conduct - 1st Degree - Penetration	1
Criminal Sexual Conduct-1st Degree-Penetration unde	1
DISTURB-TAMPERING WITH FIRE ALARM	1
Disorderly Conduct-Brawling or Fighting- MS	1
Disorderly Conduct-Offensive/Abusive/Noisy/Obscene-	4
Domestic Abuse - Violate Order for Protection-F	1
Domestic Abuse - Violate Order for Protection-M	1
Domestic Abuse No Contact Order - Violate No Contac	3
Domestic Assault-Misdemeanor-Commits Act to Cause F	2
Drivers License - Driving without a valid license f	1
Drivers Licenses-Operate Motor Vehicle after Licens	1
Drugs - 5th Degree - Possess Schedule 1,2,3,4 or pa	3
FAMILY OFFENSE-CHILD ENDANGERMENT-GM	1
GOVT-HARBORING A FUGITIVE/AIDING AN OFFENDER	1
Harassment - Causes or reasonably expect to cause s	1
Harassment; Restraining Order - Violate Restraining	2
Hit and Run, Prop Dam MV	2
INDECENT EXPOSURE-TO A MINOR	1
Ignition Interlock - Licensed individual operate mo	1
MV Reg-Expired Tabs	1
Malicious Punishment of a Child- GM	1
TRAF-DL-DAC-INIMICAL TO PUBLIC SAFETY	3
TRAF-DUI-2 DEG-ALCOHOL CONC OVER .08 OR MORE W/I 2	1
TRAFFIC-DUI OF ALCOHOL	3
TRAFFIC-DWI-4 DEG DRIVE WHILE IMPAIRED	3
TRAFFIC-INSURANCE-UNINSURED VEHICLE	2
TRAFFIC-Regulation-Driver Who Is Not Owner Must Lat	1
TRESPASSING-BUSINESS	1
Theft-Other-\$500 or less - M	3
Theft-Shoplifting-\$500 or less - M	5
Theft-Take/Use/Transfer Movable Prop-No Consent-GM	1
Traf - DWI - 3 Deg-Refuse to submit to chemical tes	1
Traffic - Careless Driving - Operate any vehicle ca	2
Traffic - Drivers License - Driving After Revocatio	5
Traffic Regulations - Failure to obey traffic contr	1

Traffic Regulations - Flashing Red Signal-M	1
Trespass-Return to Property Within One Year- MS	5
VEH-THEFT-OPERATE W/O OWNER CONSENT-FELONY	1
Total	92
Total number of calls generated in Nov.	1337
Total number of administrative tickets in Nov.	4
Total number of parking tickets in Nov.	512

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:	2026 VILLAGES NOW ON THE RANGE	
Date of Event:	SATURDAY FEBRUARY 14 TH 2026	
Location of Event:	PALMERS of Hibbing	
Organizer:	Missy McFarland	
Organizer Contact Information:	Home Phone: 218-966-0067 Cell Phone:	Work Phone: SAME

☒ 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	262-0285
Fire Department	Fire Chief Erik Jankila	362-5965
Sanitation Dept.	Bob Kobal / John Yuretich	362-5991
Public Works Dept.	Bob Kobal / John Yuretich	362-5991
City Services	Nick Arola	362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: PALMERS TAVERN - 1717 3RD AVE. EAST

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

2026 VINTAGE IRON ON THE RANGE - RIPE FOR D.A.V.
DISPLAY AND RIDE FOR VINTAGE & NEWER SNOWMOBILES TO
RAISE MONEY FOR THE LOCAL DISABLED VETERANS CHAPTER
ON THE IRON RANGE

Date of Event: SATURDAY FEB. 14TH 2026

Refer media or citizen inquires to:

Missy McFarland

Telephone: 2189660067

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:

PALMERS TAVERN - Missy McFarland

Address:

1717 3RD AVE. EAST HIBBING MN. 55746

Mailing Address:

SAME

Affiliation:

HOST SITE

Telephone: (day) (218) 263-9313 (evening) (218) 9660067

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:		
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: <i>MATT ANDERSON</i>		
Organization/Business/Agency/Affiliation: <i>CO-ORGANIZER</i>		
Mailing Address: <i>3734 5TH AVENUE EAST HIBBING, MN. 55746</i>		
Daytime Phone: <i>218-969-2915</i>	Evening Phone: <i>SAME</i>	Other:
Title and Functional Responsibility with Regard to the Event: <i>CO-ORGANIZER 2026 UINTAGE IRON ON THE RANGE</i>		
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: <i>PALMERS TAVERN - HOST SITE</i>		
Mailing Address: <i>1717 3RD AVENUE EAST HIBBING, MN. 55746</i>		
Daytime Phone: <i>218-263-9313</i>	Evening Phone: <i>218 966 0067</i>	Other:
Title and Functional Responsibility with Regard to the Event: <i>HOST SITE FOR UINTAGE IRON ON THE RANGE 2026</i>		
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: <u>STREET CLOSURE</u>	
REQUESTED DAY AND DATE (first choice): <u>SATURDAY FEBRUARY 14TH 2025</u>	
Alternate days and dates: • <u>NONE</u> • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>6:00</u> <u>(a.m.)</u> / p.m. To <u>12:00</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>SATURDAY FEB. 14TH</u> Time: <u>6:00</u> <u>(a.m.)</u> / p.m. <u>2025</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: <u>75-100</u> Spectators: <u>50</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.	

**MAP ON NEXT PAGE*

SANITATION:

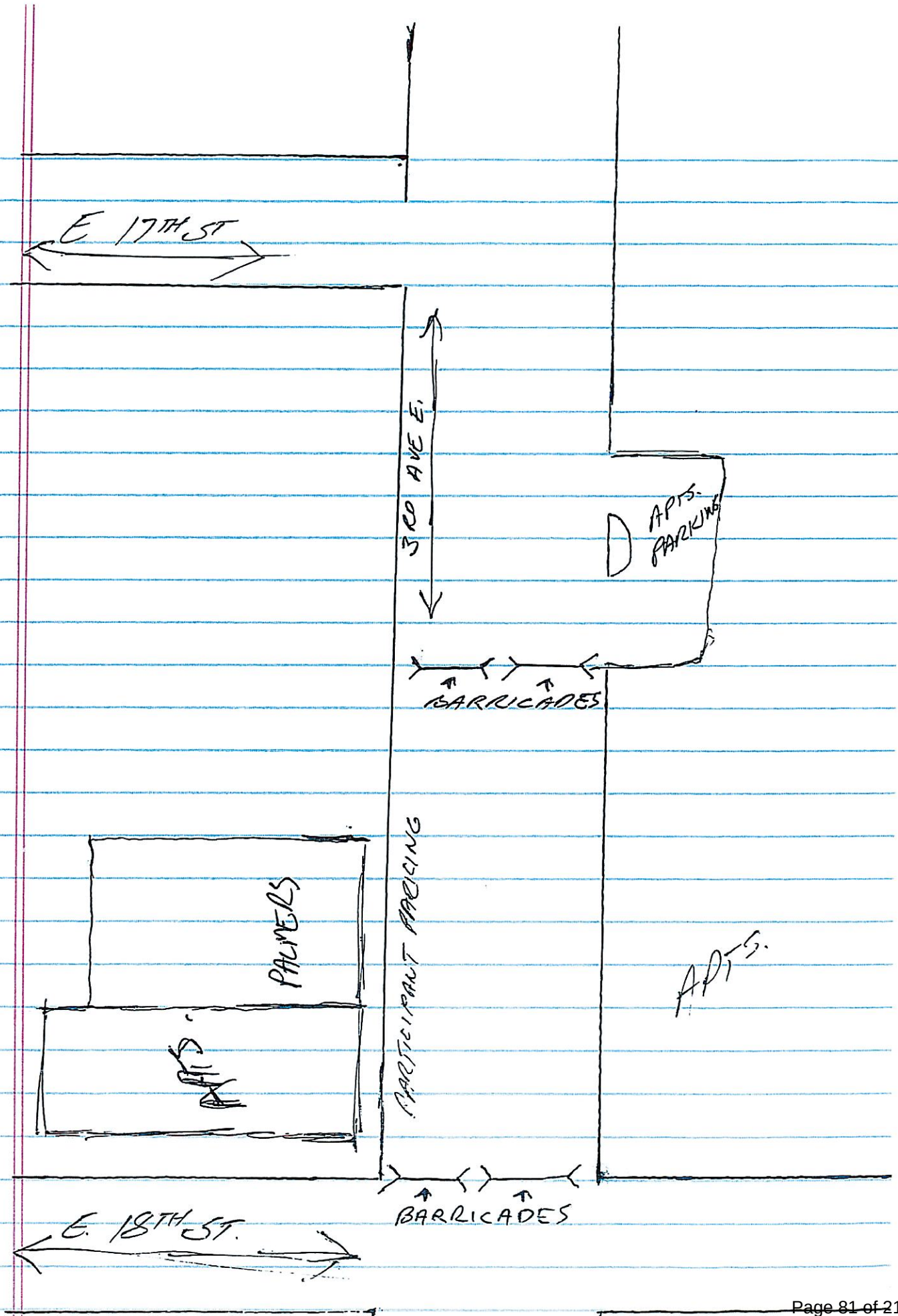
- ☐ Attach your "Plan for Clean-Up / Material Preservation".
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☐ Indicate who and how many will be 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.
	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.
	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.

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

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

Renewal for 2am License/Permit

License/Permit Type: 2AM-YR

Permit Number: 76991

Expiration Date: 2/8/2026

Business Telephone: 2184401213

DBA: Mike's Pub
BTL Inc.
413 E Howard St
Hibbing, MN 55746

Business Location
413 E Howard St
Hibbing

If any of the above licensee information is not correct, please make corrections as necessary.

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: Alcohol and Gambling Enforcement Division (AGED). Mail this application and check to address listed above.

- ☐ \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
☒ \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
☐ \$1000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
☐ \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
☐ \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

☐ Yes ☐ No Does the city or county that issues your liquor license allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature _____ Date _____

(I certify that the city or county of _____ approves the sale of alcoholic beverages until 2AM)

Licensee Signature _____

(I certify that I have answered the above questions truthfully and correctly)

Date _____

Licensee Minnesota Tax ID Number (Required): _____ NOT FEDERAL TAX ID

Licensee: Prior to submitting this application to the Alcohol & Gambling Enforcement Division you must have this form signed by your local city or county licensing official



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:	Iron Mining Association	
Type of Organization:	Non-Profit	
Mailing Address:	1003 Discovery Drive, Suite 2	
City, State, Zip	Chisholm, MN 55719	
Contact Person:	Kristen Vake	Daytime Phone Number: 2189695786
Have you conducted other raffles this year	No	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Hibbing Curling Club
Dates of Activity:	February 23, 2024
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	
Total value of prizes to be awarded:	Greater than \$1,500
Types of Prizes:	Split the pot, raffle item drawings

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.

1/12/2026

Organization Representative

Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: <u>Iron Mining Association of Minnesota</u>	Previous Gambling Permit Number: X- <u>94963-25-008</u>
Minnesota Tax ID Number, if any: <u>41-0363280</u>	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: <u>1003 Discovery Drive, Suite 2</u>	
City: <u>Chisholm</u>	State: <u>MN</u> Zip: <u>55719</u> County: <u>St. Louis</u>
Name of Chief Executive Officer (CEO): <u>Kristen Vake</u>	
CEO Daytime Phone: <u>2189695786</u>	CEO Email: <u>kvake@taconite.org</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal
 ☐ Religious
 ☐ Veterans
 ☒ Other Nonprofit Organization

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

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

**A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 400 E 23rd St, Hibbing, MN, 55746

Check one:



City: Hibbing

Zip: 55746

County: St. Louis



Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): February 20, 2026

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



Bingo



Paddlewheels



Pull-Tabs



Tipboards



Raffle

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 1/12/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Kristen Vake

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

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

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

An equal opportunity employer

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
Allowable expenses - Gambling funds may be spent for allowable expenses, such as: • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose): • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).	1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the [Lawful Gambling Manual](#); 3) the online class, [“Conduct of Raffles”](#); and 4) the [phone number and email address](#) of your county’s Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
	1. Tickets are printed in accordance with MN Rule 7861.0310 .
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
	10. Only cash, personal checks, cashier’s checks, money orders, travelers’ checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization’s control. (349.173)
	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
	BINGO
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Iron Mining Association of Minnesota
Date Filed:	12/03/1992
File Number:	11-395
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota

This certificate has been issued on: 01/12/2026



Steve Simon
Steve Simon
Secretary of State
State of Minnesota

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

Organization Name: Borealis Art Guild Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: 5230986 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 214 East Howard Street

City: Hibbing State: MN Zip: 557746 County: St. Louis

Name of Chief Executive Officer (CEO): Missy Corradi

CEO Daytime Phone: 907-229-1830 CEO Email: borealisartguild@outlook.com
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

EXCLUDED BINGO 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: May 7, 14, 21, & 28, 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: Elks LodgePremises street address: 1926 4th Ave East,City: 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: Hibbing

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.

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Iron Range Women of Today Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 33-1767617

Mailing Address: PO Box 113

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

Name of Chief Executive Officer (CEO): President Christine Stewart

CEO Daytime Phone: 660-287-8303 CEO Email: christnestewart1962@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): henquesteg4@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: March 5th, 12, 19, 26th**-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: Christine Stewart Daytime Phone: 660-287-8303Name of premises where bingo will be conducted: Eik's Lodge

Premises street address: _____

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

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Hibbing

Signature of City Personnel:

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: Christine Stewart Date: 1/21/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Christine Stewart

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.



401 E. 21st Street
Hibbing, MN 55746
218-312-1560
Hibbingmn.gov

Date Received: _____

Council Mtg Date: _____

APPLICATION FOR FILMING / MOTION PICTURE PRODUCTION PERMIT

Applications are subject to council approval before the commencement of production.

Company Name: Oxymoronic Pictures, LLC

Company Address: 1282 Castle Ct Golden Valley MN 55427

City

State

Zip Code

Phone Number: (612) 875-4038

Name of Company Contact Person: Sam Jonas (owner) / Lindsey Audrey Bergan (local representative)

Address: 2203 2nd Ave West Hibbing MN 55746

City

State

Zip Code

Telephone: 612-205-4005

Email: lindsey.audrey.bergan@gmail.com

Location(s) of Production *(be specific as possible, i.e., street, intersection):*

HPAT Studio (211 E. Howard St.),
Mike's Pub (413 E. Howard St.),
Memorial Building (400 E 23rd St.),

Date(s) of Production: February 14 - 20, 2026

Hours of Production: from 6 a.m./p.m. to 12 a.m./p.m.

Number of people involved/crew: 10-12 Number of vehicles on site: 4-6

Description/ Type of production:

"Under Bodhi Rock" is an ultra low budget independent feature film. "Under Bodhi Rock" logline: "Summoned to a snowy town to care for a mining baron in his final days, a Buddhist hospice-worker becomes embroiled in a secret affair and miraculous recovery, as a quiet mayoral election spirals out of control".

Will filming require the closure of streets or sidewalks? If yes, provide a brief description of anticipated street or sidewalk closures (including time of day, hours, and duration):

We will not need to close any streets, but will have some hours filming alongside the roads mentioned above. We will notify the neighboring houses. It would be good to have some cones and short sandwich board style caution signage for safety. We will provide the date/time at a later date; tentative Feb 15th and/or 19th

Anticipated use of City resources (such as 'no parking signs,' barricades, etc.)

At this time, we should only need cones, caution signage for outdoor road scenes - no more than 4-6 cones / 4 caution signs. We will inform the city exactly when and where. We should not need any sort of security presence unless it is recommended. Though we do not have the budget to pay for this service, we will work with the city on what is necessary. These scenes are very low-key without amplified dialogue or violence.

By submitting this application, the applicant agrees to promptly reimburse the City for any extraordinary expenses incurred in connection with the production. These expenses may include, but are not limited to, costs associated with personnel and equipment required to support the production. An estimate of these costs will be provided to the applicant prior to the issuance of the permit. Please note, the City is not obligated to provide personnel or equipment. Requests for such resources may require approval from the City Council.

Signature of Applicant: Lindsey Audrey Bergan Date: 1-13-2026

Printed Name: Lindsey Audrey Bergan On behalf of Company: Oxymoronic Pictures, LLC

MOTION PICTURE PRODUCTION PERMIT APPLICATION INSTRUCTIONS

The City of Hibbing welcomes film production companies and strives to facilitate a smooth and successful filming experience. This application is designed to help coordinate logistics while ensuring minimal disruption to residents and businesses.

APPLICATION SUBMITTAL REQUIREMENTS:

- Completed and sign application.
- Proof of general liability insurance coverage in the amount of at least \$1,000,000.00, with City of Hibbing named as an additional insured.
- A performance bond may be required based on the applicant's use or modification of public and/or private property.

APPLICANT INFORMATION:

- Name of Production Company (including address and phone number)
- Name of Authorized Contact for Service of Process (including address and contact information)

STATE LOCATION OF PRODUCTION: Provide a description of the filming locations within the City of Hibbing, including specific streets, public parks, or other public areas that will be used.

PRODUCTION DETAILS:

- Type of Production (e.g., feature film, short film, commercial, documentary, etc.)
- Summary of the project, including story/subject
- Dates of filming, including setup and completion dates
- Estimated number of cast and crew on-site
- Estimated number of production vehicles on-site

ANTICIPATED USE OF CITY RESOURCES AND WORKFORCE: Describe any services required from the city, including personnel (police, fire, public works, etc.) and equipment (squad cars, traffic control equipment, fire trucks, plow trucks, etc.). Indicate the purpose of these requests.

DESCRIPTION OF STREET OR SIDEWALK CLOSURES: Provide details on any anticipated closures of City streets, sidewalks, or other public areas (e.g., parks, playgrounds, beaches). Include the duration and specific locations of closures. Note that closures of State or County highways require approval from the Minnesota Department of Transportation and/or the County Public Works Department.

SIGNATURE OF APPLICANT: The application must be signed by an authorized representative of the production company, who assumes responsibility for compliance with the City of Hibbing regulations governing motion picture productions.

For questions, contact: Call City Clerk/Deputy Administrator Candie Seppala at 218-312-1560 or email her at candieseppala@hibbingmn.gov.

Hibbing tentative locations

- HPAT Studio - 211 Howard St. (INT/EXT)
- Hibbing Memorial Building - 400 E. 23rd St. (Little Theater)
- Mike's Pub - 413 E. Howard St. (INT/EXT)
- City Hall/Council Chambers - 401 E 21st St. (INT/EXT)
- Jail cell (pending approval) (INT)
- Brooklyn neighborhood roads (11th St and 17th Ave - we will provide specific spots prior to filming)
- Potentially a road surrounding Bennett Park

We will update exact dates, locations and times once they are 100% locked in.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Oxymoronic Pictures LLC
Date Filed:	08/26/2025
File Number:	1575462100023
Minnesota Statutes, Chapter:	322C
Home Jurisdiction:	Minnesota

This certificate has been issued on: 12/27/2025



A handwritten signature in black ink that reads 'Steve Simon'.

Steve Simon
Secretary of State
State of Minnesota

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:	Bluejacket Wrestling Extravaganza	
Date of Event:	March 21 st , 2026	
Location of Event:	Hibbing Memorial Building	
Organizer:	Lindsay Osterhoudt	
Organizer Contact Information:	Home Phone: _____ Cell Phone: 218-966-3434	Work Phone: _____

☒ **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	218-362-5991
Public Works Dept.	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: Hibbing Memorial Building

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

Bluejacket Wrestling Extravaganza - Raffle for \$10,000 while dinner and drinks. Other raffles will be going on for baskets, guns, purses, items. This benefits the Bluejacket Wrestling program.

Date of Event: March 21st 2020

Refer media or citizen inquires to:

Lindsay Osterhoudt Telephone: 218-966-3434

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:

Lindsay Osterhoudt

Address:

2525 5th Ave East Hibbing, MN 55746

Mailing Address:

Bluejacket Fan Club.
P.O. Box 323 Hibbing, MN 55746

Affiliation:

Fundraiser Coordinator.

Telephone: (day) 218-966-3434 (evening) 218-966-3434

EVENT PRINCIPALS:

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

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

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

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE (first choice): <u>March 21st, 2026</u>	
Alternate days and dates: <u>Ø</u>	
• _____ • _____	
REQUESTED HOURS OF OPERATION:	
From: <u>4:00</u> a.m. / <u>(p.m.)</u>	To: <u>11:00</u> a.m. / <u>(p.m.)</u>
<u>Doors open</u>	<u>for cleanup.</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 21st</u>	Time: <u>8:00</u> <u>(a.m.)</u> / p.m.
<u>* I need to talk to Nick about possible day before</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: <u>400</u>	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: *Club Will Clean up after drawing.*

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

MAP (Noting the following items):

Check off below items that apply to your event.

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

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

☐ Temporary or permanent structures constructed for the event;	
☐ Site of electrical wiring to be installed for the event;	
☐ Trash containers (indicate number): _____	
☐ Other. Please describe: _____	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. <i>We will have microphone in building to do names while drawn (some music during dinner)</i>
	If a casino party, a dance or live entertainment is a part of your event, please describe: <i>Ø</i>
	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: <i>Keewatin Legion Post 452</i>
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. <i>they will card people.</i>
	Describe how, where, when and by whom the alcoholic beverages will be served. <i>from 4:00 until drawing done the legion will be serving</i>
	List of people who will be selling the alcohol: <i>Wade Yuhala.</i>
	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). <i>buffet cooked off site and brought.</i>
	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. <i>cooked off site.</i>

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.

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.

It is in a building that also has lights in parking lot.

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.

0

☐ 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.

None

Medical Service

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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

None

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.

None

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:

please call me if you need more
information

Lindsay Osterhout
218-966-3434

Quote



Reference Number: 1409514
Date: December 09, 2025

City of Hibbing 2026 Renewal

Prepared By: Erik Speer
Phone: (952)905-7961
Email: erik.speer@ourforte.com

FORTÉ
9675 W 76th St, Eden Prairie, MN 55344
Phone: (952)949-3700
Fax: (952)949-6000

COMPANY

City of Hibbing
401 E. 21st Street
Hibbing, MN 55746

Contact: Ron Wirkkula
Phone: (218)969-9699
Email: ron@hpat.org
Account Number: HPA002

PROJECT SITE

HPAT
211 East Howard Street
Hibbing, MN 55746

Contact:
Phone: (218)969-9699
Email:
Account Number: HPA002

INVOICE TO

City of Hibbing
401 E. 21st Street
Hibbing, MN 55746

Contact:
Phone:
Email:
Account Number: HPA002

COMMENTS

Areas Covered:

(2/1/26 - 1/31/27)
CableCast VOD server - Tightrope/Cablecast system
Reflect, Apple TV branded app, RTMP meeting host
ProTek Prime for TriCaster 410 Plus - Installed at City Hall
Cablecast - HPAT Community TV Server Room
City of Hibbing Council Chambers Cameras

PRODUCTS AND SERVICES SUMMARY

Equipment	\$8,140.00
Integration	\$0.00
PRO Support	\$6,100.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$14,240.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

FORTÉ

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
M-PREM-SUPP-REN	HAIVISION	Haivision Premium Support Program - Renewal	1	\$935.00	\$935.00
CBL-REFLECT-BND	TIGHTROPE	Cablecast Reflect Live and Video on Demand Services	1	\$2,500.00	\$2,500.00
CBL-RTMP-100	TIGHTROPE	CBL-RTMP-100GB/Month	1	\$1,300.00	\$1,300.00
CBL-GOLD-CH-1YRTIGHTROPE	TIGHTROPE	Cablecast Gold Support for 1yr per channel (I/O)	4	\$365.00	\$1,460.00
CBL-CABLECAST-REN	TIGHTROPE	Branded Cablecast App Renewal	5	\$245.00	\$1,225.00
PTP-000000003	NEWTEK	ProTek Prime for TriCaster TC410 Plus	1	\$425.00	\$425.00
PTP-000000020	NEWTEK	ProTek Prime for TC1 Small Panel Control Surface	1	\$295.00	\$295.00
Sub-Total:					\$8,140.00
Total:					\$8,140.00

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	FORTE	System Support Agreement - 2 SHC (2/1/26 - 1/31/27)	1	\$6,100.00	\$6,100.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

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City Council Action

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Attachments

None



Request for Council Action

City Council Action

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Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Approve the professional services agreement with Excelsior Bay Group for feasibility study services.

Strategic Initiative

Well Rounded Quality of Life

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

As part of our recreation center feasibility study and analyzing our funding streams to make a project like this come to life, we know there is going to be a fundraising component to our funding streams.

Excelsior Bay Group will provide capital campaign feasibility study services to assist the City of Hibbing in evaluating the financial viability and readiness of a proposed Community Center project. Their work will include conducting confidential interviews with prospective individual and institutional donors, analyzing historic and potential philanthropic support, researching additional funding sources, and assessing the City's organizational readiness to undertake a capital campaign. The engagement will result in a formal feasibility report outlining estimated fundraising potential, community support, policy and capacity considerations, and recommendations to inform City Council decision-making on whether and how to proceed with the project.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$37,925

Action Requested

Requesting Council Approval

Attachments

1. Hibbing Community Center - EBG Feasibility Study Proposal (10-6-2025)

SERVICE PROPOSAL

*For
Capital Campaign
Feasibility Study Services*

October 6, 2025



Prepared For:

The City of
Hibbing, Minnesota



EXCELSIOR BAY GROUP
FUNDRAISING AND PHILANTHROPIC ADVISORS



October 6, 2025

Nick Arola
Director of City Services
City of Hibbing, Minnesota

Betsy Olivanti
Community Development Director
City of Hibbing, Minnesota

Mr. Arola and Ms. Olivanti:

Thank you for inviting the Excelsior Bay Group to respond to the City of Hibbing's search for capital campaign planning and execution services. We love working on projects like yours for a number of reasons.

First, we enjoy the challenge and creativity involved in stitching together all of the necessary funding sources to deliver a viable capital project. Assembling a diversified funding stack is like piecing together a puzzle - and it requires a blend of vision, expertise, collaboration and flexibility.

Second, when projects invite a broad universe of individuals and organizations to participate as partners, they expand the number of parties who are (literally) invested in its success.

Lastly, when capital projects maximize the diversity of their funding, they demonstrate due diligence to potential donors and partners, they're more resilient, and they best able to place themselves in the best position for success and long-term sustainability.

We view the Community Center project as not only an opportunity to better serve the needs residents and the surrounding area, but a chance for the City of Hibbing to strengthen its reputation as a community-of-choice for families and businesses seeking a high quality-of-life. We welcome the opportunity to work with you, and believe that our firm is uniquely positioned to conduct a successful campaign.

In the pages that follow, we lay out our proposed approach and the deliverables we would expect to produce for you as part of this engagement. We are happy to discuss any ideas or concepts that are described herein. In the meantime, thank you in advance for considering our proposal.

Warm Regards,

Eric Snyder
Partner, Excelsior Bay Group



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Philosophy

At the Excelsior Bay Group, our approach is based on the concept of partnership and the desire to expand our clients' organizational capacity. Fundamentally, we are interested in helping our clients to develop their skills and confidence over time so that they are able to minimize their use of outside counsel.

In practice, this means we work hard to be transparent about our processes and to convey our expertise to our clients. We also ask our clients to participate as fully as they are able to ensure that new skills and knowledge remain with the organization even after our engagement concludes.





Our Focus & Expertise



Our firm has been in business for almost 20 years, and over the course of this considerable time we've had the opportunity to work with over 100 clients across the State of Minnesota.

Our services focus in the areas of governance, strategy and fundraising - and we are able to bring all three of these valuable perspectives to the table in helping our clients to pursue their capital projects.

In addition to our areas of focus, we have deep experience in guiding complex projects with multiple partners, diverse funding sources, and broad constituencies. Lists of relevant project, program and funding source experience are included in the appendices.



Our Perspective on Capital Campaigns

Thoughtful and well-executed capital campaigns can be a transformative experience for organizations, and we work with our clients to make the most of these rare opportunities. Campaigns offer organizations the chance to showcase their value, share their vision, and rally loyal and new supporters around a compelling cause. Truly successful campaigns don't just achieve a fundraising goal, they enhance the impact and financial sustainability of the organization.

At Excelsior Bay Group, our approach to capital campaigns is based on partnership and building clients' fundraising capacity. Fundamentally, our goal is to help clients to develop the skills and confidence to lead their own campaigns and minimize their dependence on outside counsel.

Additionally, we are strong believers in the importance of thorough campaign planning. In our experience, clients are most successful when they devote as much time as possible to planning on the front-end. Doing so helps to mitigate financial and reputational risk, and lay the foundation for a smoother, more successful, and potentially shorter campaign cycle.



Proposed Services

Approach

We propose to work with the City of Hibbing to pursue a feasibility study in three distinct “tracks” of work that will take place simultaneously.

Capital Campaign - Feasibility Study

Identify Potential Philanthropic Support from Individuals and Institutions

As your fundraising counsel, our firm will seek to determine how much philanthropic support potentially exists for the Hibbing Community Center project. This information is primarily gathered through targeted interviews and data analysis.

Feasibility Interviews - City staff can help to identify 20-25 high-value individuals and institutions to participate in feasibility interviews. In these conversations, our firm will share a case for support with the interviewee that describes:

- the need for a new Community Center
- the plan, budget and timeline for executing a new facility
- corresponding cost estimates; and
- the community benefits expected to accrue from the completed project.

We conclude these discussions by asking interviewees if they would consider supporting the project, and if so, at what level of gift. In this case, in addition to asking the donor for an “indicated gift”, we will also explore their interest and ability to support the project using other, less traditional philanthropic tools. These options could include program related investments (charitable loans), loan guarantees, and in-kind donations and bargain sales (charitable discounts).

Data Analysis - In addition to conducting feasibility interviews with 20-25 high-value donors and organizations, our firm will analyze historic “rank and file” donors to other City projects or amenities to estimate their potential support of the Community Center.



Additional Institutional Funder Research - Our feasibility interviews and data analytics are generally conducted with donors that are already “known” to the City. To ensure that other new potential supporters aren’t overlooked, we will conduct a search of institutional funders who have demonstrated a willingness to fund projects like the Community Center.

The qualitative and quantitative findings from our work will be discussed in a final Feasibility Study report presented to City staff (and council, if desired) at the conclusion of the engagement.



Campaign Readiness Assessment

At the same time as we are seeking to understand the sources and levels of support the Community Center project is likely to attract, we will also work to assess the project's readiness to launch and execute a successful campaign. Our evaluation will include:

- a review of planning documents that have resulted in the City's decision to explore a capital project
- research into the City's past charitable and sponsorship support
- an analysis of existing policies and procedures that govern the ways in which the City's elected officials and staff can solicit charitable funds
- identifying the need for revised or additional policies and procedures to guide the City's fundraising activities; and
- interviews with staff and council to identify and understand
 - the reasons they support the project and its goals
 - the need for training or coaching as it relates to the City's ability to manage a capital campaign and make charitable solicitations; and
 - the ability to successfully execute the capital campaign and capital project in light of other operational responsibilities.

Findings from our readiness assessment will be included in the final Feasibility Report - as well as any recommendations for investing in training, capacity-building or engagement of specialized expertise.



Proposed Deliverables

As a result of our engagement, we would expect to produce the following deliverables for the City of Hibbing:

- a **case for support** that describes the purpose and benefits of the proposed Community Center, and the corresponding expected budget, and timeline for execution
- a **summary of feasibility interviews** with potential donors (de-identified) that describes perceptions of the City and project, and indicated gifts and the results of our research to find additional charitable donor organizations
- an analysis of existing policies and procedures that govern the City's solicitation of charitable donations, and recommended changes or additions to align the City's approach with best practice
- findings from our "**organizational readiness assessment**" that gauges the City's capacity to pursue the Community Center project - and any in investments of time, effort and training that may be required; and
- a **final report** - presented to decision makers that summarizes the likely charitable support for the Community Center project, the City's readiness to undertake the project and campaign, and recommendations for planning and implementation, should the City decide to move forward.

Should the City of Hibbing elect to move forward with the capital project and campaign, our firm would anticipate working closely with staff and council to plan the project rollout and execution - to ensure that the project is positioned for success and long-term financial sustainability.



Proposed Timeline

We believe that the scope of work described above can be completed within a 6 month timeframe (subject to the availability of council, staff, experts and other stakeholders). The following table provides an overview of key activities and the timeline under which they would be expected to take place.

	Jan	Feb	Mar	Apr	May	Jun
Philanthropy	• Kickoff • Baseline Interviews • ID feasibility interviewees • Case for Support • Collect donor data	• Feasibility Interviews • Analyze donor data • Institutional donor research	• Feasibility Interviews • Analyze donor data • Institutional donor research	• Feasibility interviews • Analyze donor data • Institutional donor research	• Draft findings • Share with project leadership	• Present final report
Org. Readiness Assessment	• Kickoff • Baseline Interviews	• Org readiness research • Org readiness interviews	• Org readiness research • Org readiness interviews	• Org readiness research • Org readiness interviews	• Draft findings • Share with project leadership	• Present final report
Meeting Cadence	• 1 in-person meeting • 1 virtual check-in meeting	• 1 in-person meeting • 1 virtual check-in meeting	• 1 in-person meeting • 1 virtual check-in meeting	• 1 in-person meeting • 1 virtual check-in meeting	• 1 in-person meeting • 1 virtual check-in meeting	• 1 in-person meeting • 1 virtual check-in meeting



Proposed Fees

Feasibility Study

Based on our understanding of the project scope, deliverables and timeline, our proposed fee for the feasibility study engagement is \$37,925 (185 hours). This estimate includes one-way travel time to Hibbing for 6 meetings during the course of the engagement. We do not generally request reimbursement for other incidental expenses. Our firm invoices monthly for actual time spent at \$205/hour and will not exceed the estimated amount without written client approval.

Campaign Planning & Execution (Optional)

Should the City choose to move forward in pursuing the project at the end of the feasibility study, our firm would be open to negotiating an additional scope of work to provide campaign planning and execution services.

Typically, the campaign planning phase requires 4-6 months and costs in the range of \$19,600 - \$29,520. This estimate assumes approximately 6 hours of consulting per week.

The campaign execution phase generally requires 12-18 months to complete and can require 5-10 hours per month for coaching and advice. Based on the client's needs, the cost of campaign execution can vary from approximately \$12,300 (12 month campaign @ 5 hours/month, to \$36,900 (18 months @ 10 hours/month).

General Project Management (Optional)

Our firm is also able to provide overall project management to coordinate the various components of the capital project (design/construction, capital campaign, and pursuit of other sources of funding) to ensure a successful project rollout. While we can tailor our services and fees to meet your specific needs, we would assume approximately 10 hours per month (including hosting/leading every-other week status meetings) for 18 to 24 months at an approximate cost of \$36,900 (180 hours @ \$205/hour) to \$49,200 (240 hours @ \$205/hour). Again - our firm only bills for actual time spent, up to the amount quoted.

Thank you for the opportunity to bid on this exciting project. If you have any questions about our proposal, please do not hesitate to contact Eric Snyder at 952.452.3766, or at elsnyder@excelsiorbaygroup.com.



Eric Snyder



Over the course of his career, Eric Snyder has had an opportunity to hold management and leadership positions in public, non-profit and for-profit organizations. This breadth of experience has provided Eric with a unique perspective and skillset that allows him to bring insights and value to any client engagement.

Mr. Snyder leads the Excelsior Bay Group's nonprofit strategy, operations and program development practices. Prior to joining the firm, he spent 10 years at Optum (a UnitedHealth business) where he led teams focused on innovation, product development and product management.

He acquired his non-profit management experience while serving as the executive director of the Medical Technology Leadership Forum, an organization that facilitates policy discussions between the medical industry, government regulators and academia.

Eric also had the opportunity to launch and lead PrimeWest Health System, a public-sector managed care organization (MCO) owned and managed by a consortium of counties in central and western Minnesota. At the time of its inception, PrimeWest was responsible for the health care of 10,000 Medicaid recipients in its participating counties.

Eric is a charter member and past board chair of Community for the Commons – a nonprofit conservancy that provides leadership and funding for a \$30M renovation of the historic Excelsior Commons park. In addition, he serves on the board of directors for Maria's Voice - a nonprofit that is dedicated to the prevention of domestic abuse. Eric has previously served as a board member of the Excelsior Parks & Recreation Commission, FairVote Minnesota and ResourceWest. He holds an MBA and a Master's in Public Affairs from the University of Minnesota and a Bachelor's degree in English from the University of Nebraska.



Kim Snyder



Kim has over 25 years of fundraising experience within the Twin Cities and greater Minnesota philanthropic communities. She founded the Excelsior Bay Group in 2007 and has provided development, strategy and governance counsel to scores of clients over the ensuing 16 years. She is currently serving as the Mankato Area Foundation's "consultant in residence" - a role that allows her to provide regular "office hours" and free consultation to qualifying nonprofits in Mankato and surrounding communities. She also provides coaching to dozens of nonprofit staff and board members across the State every year on topics ranging from major gift solicitation to good governance.

Over her career, Kim has worked in development operations of all sizes and at various stages of maturity. In each setting, she has exceeded annual fundraising goals and successfully added to the organization's overall fundraising capacity. From 2003 – 2007, Kim served as the Vice President of Children's Foundation, the fundraising arm of Children's Hospitals and Clinics of Minnesota. In this position, Kim was the chief fundraising strategist and operations officer, and was responsible for leading the Foundation to its most successful year of fundraising on record.

Prior to Children's, she was the director of development for the Humphrey Institute of Public Affairs and at Ridgewater College in Willmar and Hutchinson, Minnesota. In both institutions, she built and ran development programs centered on major gifts fundraising and long-term donor stewardship. Additionally, she served as a major gift officer at the Carlson School of Management and led system-wide grant writing initiatives for the Minnesota Community College System and subsequent Minnesota State Colleges and Universities System.

Kim was educated at the University of Minnesota, graduating in 1992 with a BA in History, and again in 1995 with a master's degree in public policy from the Humphrey Institute with emphases in non-profit management and education policy.

Presently, Kim serves on the Development Committee for the Southern Minnesota Initiative Fund, and as a mentor at the Carlson School of Management, working with students in the philanthropy and fundraising tracks. In addition, she has been an active volunteer throughout her career serving on the boards or advisory committees for: Dress for Success Twin Cities (chair), Charities Review Council, MN Adoption Resource Network, MinnPost, MN Indian Women's Resource Center, the Minnetonka Public Schools Foundation, and the Willmar Area Community Foundation.



Projects & Topics of Relevance

Our prior experience with the following types of clients and subject areas provides our firm with useful context and familiarity with Hibbing's Community Center project.

Sports & Recreation

- 125 Live - Senior Center in Rochester with fitness center, art studios, classrooms, teaching kitchen, billiards room, and aquatic center (with an Olympic-size and warm water pools (capital campaign)
- Campfire Minnesota - Delivers youth development and outdoor education through day and overnight camps (capital campaign)
- Barrier Free Golf - An adaptive golf course and learning center owned and managed by the City of Chaska, MN (capital campaign)
- Minnetonka Youth Hockey Association - Minnetonka, MN (governance, strategy)
- True Friends - Provides life-changing experiences that enhance the independence and self-esteem for children and adults with disabilities (capital campaign)
- YMCA (Willmar) - (governance, strategy)

Education

- Bloom Early Learning & Child Care - Provides early learning and child care to families in Plymouth, MN (capital campaign)
- The Reading Center - Tutoring center for dyslexic children based in Rochester, MN (capital campaign)
- Living Earth Center -

Healthcare

- Apple Tree Dental - provides dental care to low-income and special needs populations around the State of Minnesota (multiple capital campaigns)

Girls & Women

- YWCA (Mankato) - (governance, strategy)
 - YWCA (Minneapolis) - (fundraising)
-



References

Dr. Michael Helgeson

Chief Executive Officer, Apple Tree Dental

mhelgeson@appletreedental.org

763.754.5780

Cindy Russell

Executive Director, The Reading Center

crussell@thereadingcenter.org

507.250.1284

Marnie Wells

President, The Toro Foundation

(formerly CEO of Campfire Minnesota)

marnie.wells@toro.com

612.242.0141

Nancy Zallek

President, Mankato Area Foundation

nancy@mankatoareafoundation.com

507.381.1424



Request for Council Action

City Council Action

Description of Agenda Item

HPU request to proceed with the condensate return line project at the Hibbing Memorial Building.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

See attached request letter from HPU.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Requesting Council Approval

Attachments

1. Memorial Building Condensate Notice to Proceed 011525
2. 2025-12-13 HPU Memorial Building Condensate Return Plans

January 14, 2026

Mr. Nick Arola
City of Hibbing - City Services Director
Hibbing Memorial Building
400 East 23rd Street
Hibbing, MN 55746

Re: Memorial Building Condensate Return - Request for Notice to Proceed
Cc: Paul Plombon, Energy and Operations Manager

Dear Mr. Arola;

The Hibbing Public Utilities (HPU) is requesting notice to proceed from the City of Hibbing to complete reconnection of the steam condensate line from the city's Memorial Building to the existing steam system. To support in this decision, below are details on the project background, scope of work, schedule and cost.

Background

Historically, steam condensate from the Memorial Building was returned to the steam distribution system via a steam tunnel at the north side of the Memorial Building. Specifically, this connection consisted of a concrete tunnel housing a 6-inch steam service and 2-inch condensate return. Based on testimonies from the HPU Steam Crew and Tony Hechnimoich (Bob Hecimovich Mechanical Contracting Inc), the condensate return line had failed due to deterioration in the 1990s/early 2000s. Around 2013, the northern steam service vault was decommissioned and sealed with concrete at various locations. Currently, the memorial building is supplied steam from a service line connected to the steam main along 24th Street. No return condensate line was established with this connection and condensate is currently routed to a sanitary sewer connection within the building.

The Hibbing Public Utilities (HPU) has requested Bolton & Menk, Inc., and Bob Hecimovich Mechanical Contracting Inc. (Mechanical/Plumbing Consultant) to prepare plans and specifications for the reconnection/pathing of a steam condensate return line from the Memorial Building to the existing steam system. This project was planned with minimal invasive means to establish a new condensate return from the Memorial Building's existing steam service station (located at the center of the facility). On January 8, 2026, representatives of the City of Hibbing, HPU, and HPU's consultants met to review the project alignment, installation plan, mechanical support work and street infrastructure reconstruction.

Project Scope of Work

The project scope of work would consist of improvements to the existing condensate lift station and construction of a new condensate return line (transmission) routed through the building's existing utility chases and pipe hanger system. Outside the mechanical room, an insulated condensate return would be routed under the street to the 24th street steam main. Detailed work scope consists of:

- Relocation/replacement of steam metering station with smaller metering station
- Rebuild of the existing condensate sump station
- Approximately 250 feet of new condensate return (1 ¼ -inch) within the building
- Approximately 90-100 feet of 2-inch insulated condensate within street (open cut)
- Street and sidewalk removals and patches

Specific details on the alignment, location of meters and street routing are provided on Figure 1 (attached)

Schedule

The project is proposed as a design-build with Bob Hecimovich Mechanical Contracting Inc. They will be providing mechanical services for the lift station, metering, and pipe material selection. The total project duration is anticipated to take 4-5 weeks but will require adequate lead time for project materials (stainless steel pipe, ROVANCO pipe) and pavement rehabilitation. The work will be completed in two phases, broken down in two phases (i.e. indoor and outdoor work). Upon notice to proceed, Bob Hecimovich Mechanical Contracting Inc will mobilize to the site and begin installation of the return condensate line through the existing utility chases and pipe support networks (Phase 1) to where it will leave the building to the south. This is anticipated to take 2-3 weeks. Phase 2 will consist of completing the interior floor slab saw cut and street return line installation/street reconstruction. It is anticipated Phase 2 will occur in June and require 2-3 weeks to complete.

Cost

The project cost was estimated to be \$150,000.00. This is for both routing of the condensate return and rehabilitating street infrastructure.

Upon review of this letter, we respectfully ask the city provide official **Notice to Proceed** to complete this important work.

Sincerely,

A handwritten signature in black ink that reads 'Luke J. Peterson'.

Luke J. Peterson
General Manager

Enclosure:

Project Drawings: Construction

HIBBING PUBLIC UTILITIES

CONSTRUCTION PLANS FOR

MEMORIAL BUILDING CONDENSATE RETURN

DECEMBER, 2025

RESOURCE LIST

HIBBING PUBLIC UTILITIES

HPU OFFICE
1902 E 6TH AVE
HIBBING, MN 55746

Commision Members:
James Bayliss
Jeffrey Hart
Jeffrey Stokes
Jesse Babich
Julie Sandstede

General Manager:
Luke Peterson

Electric Line Crew Foreman:
Esko Savela

Heat Crew Foreman:
Paul Boswell

Water Crew Foreman:
Gary Jarmer

CITY OF HIBBING

City of Hibbing Administrator:
Greg Pruszinke

Public Works Director / Engineer:
Jesse M. Story, P.E.
218-262-3486, ext. 725
JesseStory@hibbingmn.gov

UTILITIES

Arvig:
John Vonruden
john.vonruden@arvig.com
(218)346-8480

Century Link / Lumen:
Bill Byers
bill.byers@lumen.com
(612)431-3257

Consolidated Telephone:
Eddie Dolezal
eddi@gocctc.com
(218)454-1148

Mediacom:
Scott Sandquist
ssandquist@mediacomcc.com
(218)741-8691

Minnesota Power:
Deb Kellner
dkellner@alletecleanenergy.com
(218) 576-9776

Northeast Service Cooperative:
Andy Doll
adoll@nescmn.net
(218)748-7610

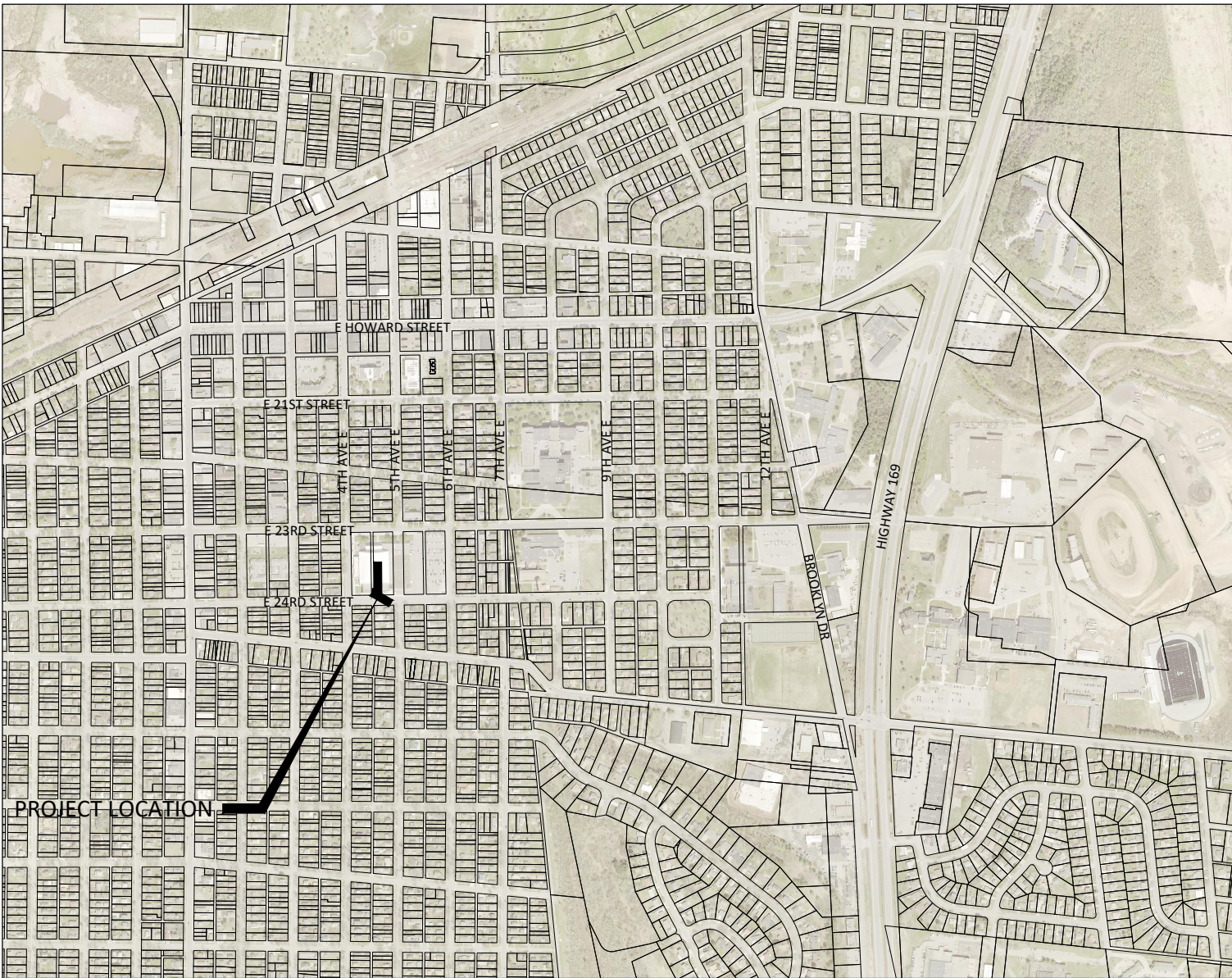
Paul Bunyan Rural Telephone
Cooperative:
Ron Vold Jr.
rvold@paulbunyan.net
(218)444-1234

NOTE: ALL HPUC WORK REQUESTS MUST
GO THROUGH THE HPUC SERVICE DESK

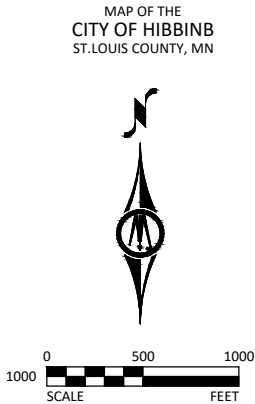
CONTACT THE SERVICE DESK AT:
(218) 262-7712
operations@hpuc.com

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS
PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE
CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR
TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE
LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR
651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS
UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS
UTILITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD
GUIDELINES FOR THE COLLECTION AND DEPICTION OF
EXISTING SUBSURFACE UTILITY DATA."



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET & LEGEND
CIVIL	
C0.01	EXISTING CONDITIONS
C1.01	DETAILS
C4.01	STEAM PLAN
THIS PLAN SET CONTAINS <u>5</u> SHEETS.	



REVIEWED & APPROVED _____ CITY ENGINEER _____ DATE: _____

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HIBBING AND WABUNING CAD LAYERS: 138766G001.dwg 12/11/2025 12:49:52 PM

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN NON TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGN TRAFFIC
	BARRICADE PERMANENT		SIGNAL CONTROL CABINET
	BASKETBALL POST		SOIL BORING
	BENCH		SIREN
	BIRD FEEDER		TELEPHONE BOOTH
	BOLLARD		TILE INLET
	BUSH		TILE OUTLET
	CATCH BASIN RECTANGULAR CASTING		TILE RISER
	CATCH BASIN CIRCULAR CASTING		TRANSFORMER-ELECTRIC
	CURB STOP		TREE-CONIFEROUS
	CLEAN OUT		TREE-DEAD
	CULVERT END		TREE-DECIDUOUS
	DRINKING FOUNTAIN		TREE STUMP
	DOWN SPOUT		TRAFFIC ARM BARRIER
	FILL PIPE		TRAFFIC SIGNAL
	FIRE HYDRANT		TRASH CAN
	FLAG POLE		UTILITY MARKER
	FLARED END / APRON		VALVE
	FUEL PUMP		VALVE POST INDICATOR
	GRILL		VALVE VAULT
	GUY WIRE ANCHOR		VAULT
	HANDHOLE		VENT PIPE
	HANDICAP SPACE		WATER SPIGOT
	IRRIGATION SPRINKLER HEAD		WELL
	IRRIGATION VALVE BOX		WETLAND DELINEATED MARKER
	LIFT STATION CONTROL PANEL		WETLAND
	LIFT STATION		WET WELL
	LIGHT ON POLE		YARD HYDRANT
	LIGHT-GROUND		
	MAILBOX		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	GAS MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
SIGNATURE: DATE: MM/DD/YYYY
LIC. NO.: XXXXX

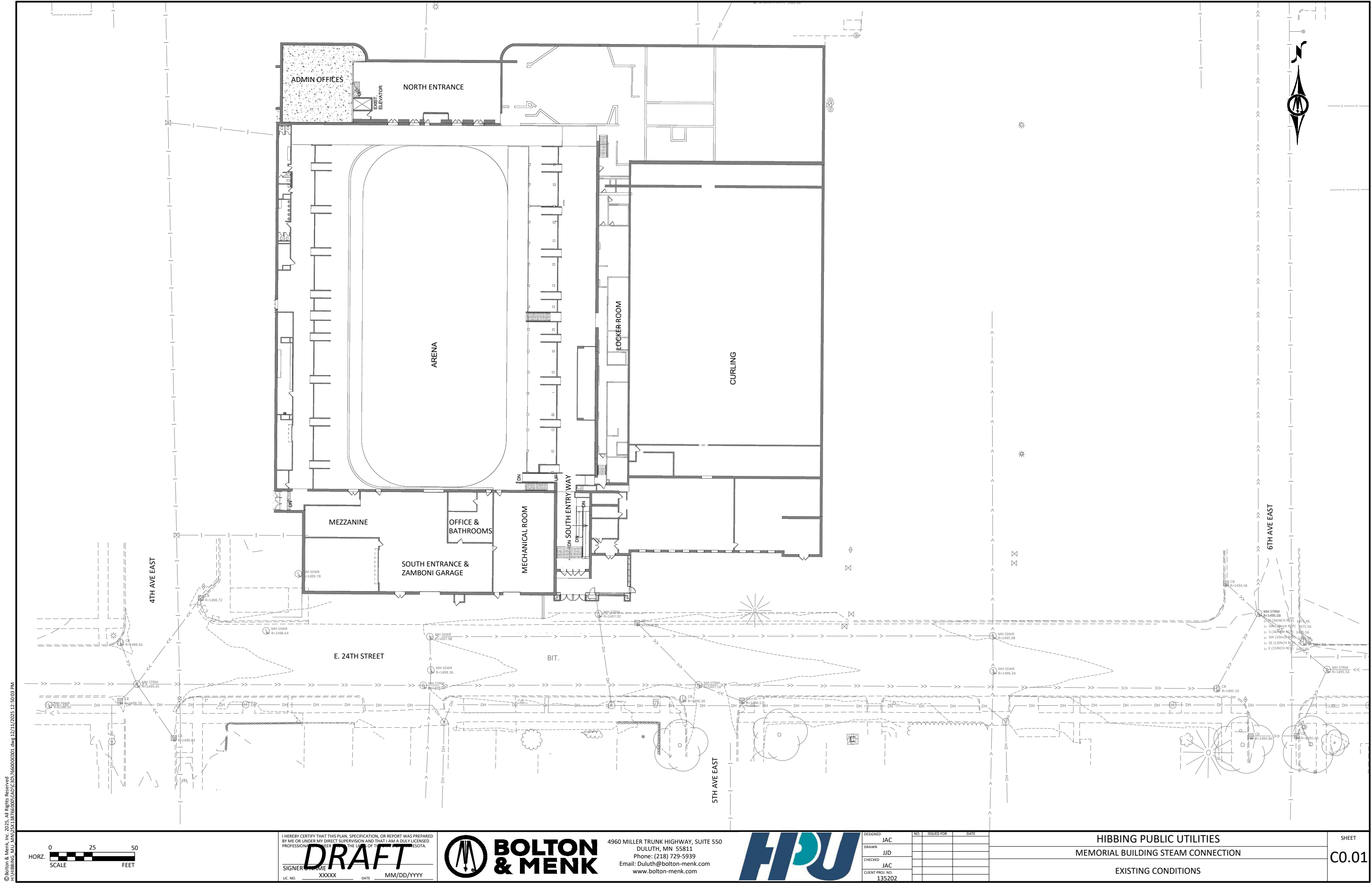


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www.bolton-menk.com



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DRAWN			
JJD			
CHECKED			
JAC			
CLIENT PROJ. NO.			
135202			

HIBBING PUBLIC UTILITIES	SHEET
MEMORIAL BUILDING STEAM CONNECTION	G0.02
LEGEND	



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HIBBING, MN 55801
135202

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DRAFT

SIGNER'S NAME: XXXXX
LIC. NO.: XXXXX
DATE: MM/DD/YYYY



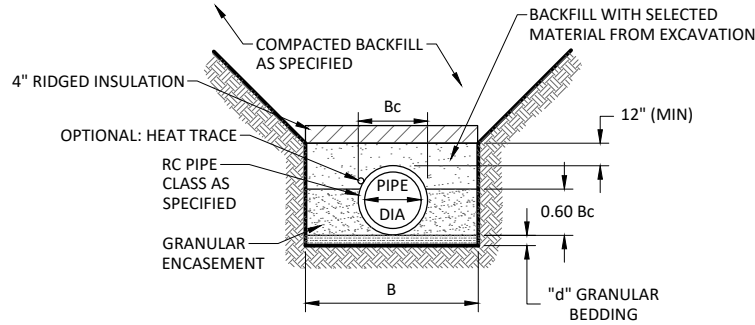
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HIBBING PUBLIC UTILITIES
MEMORIAL BUILDING STEAM CONNECTION
EXISTING CONDITIONS

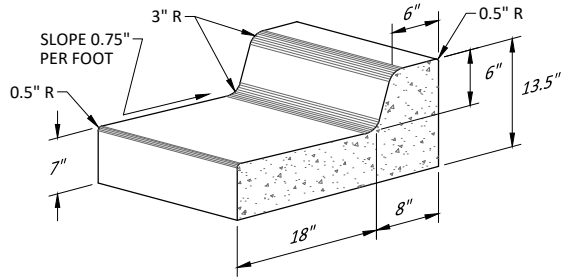
SHEET
C0.01



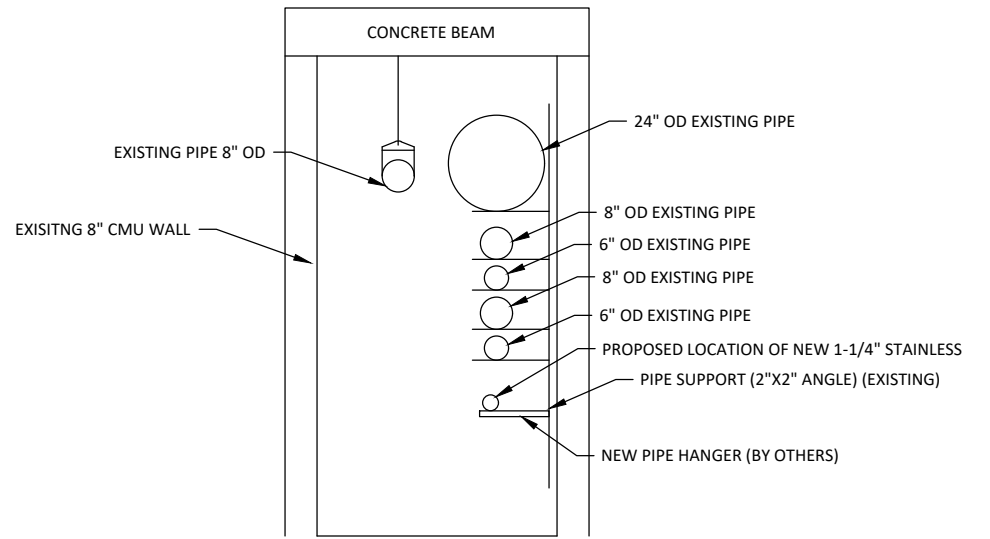
PIPE DIA	d	B
27" OR LESS	3"	Bc + 24"
30" TO 60"	4"	1.5 x Bc
66" OR OVER	6"	Bc + 36"

NOTE: PIPE TO BE 3-INCH ROVANCO INSULATED

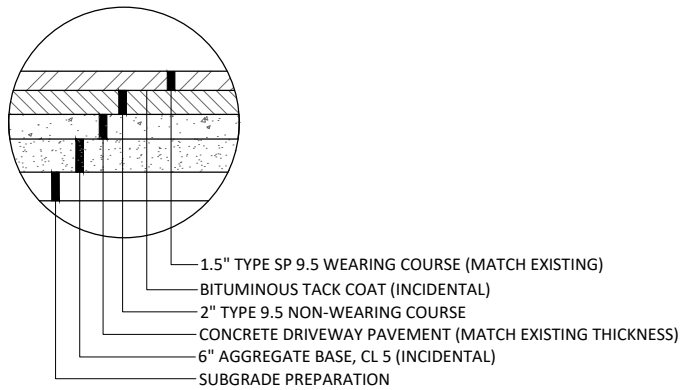
1 PIPE TRENCH
NOT TO SCALE



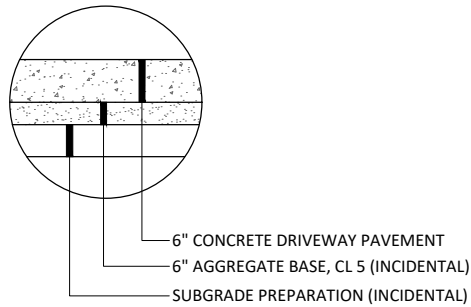
2 CONCRETE CURB & GUTTER
DESIGN B618
NOT TO SCALE



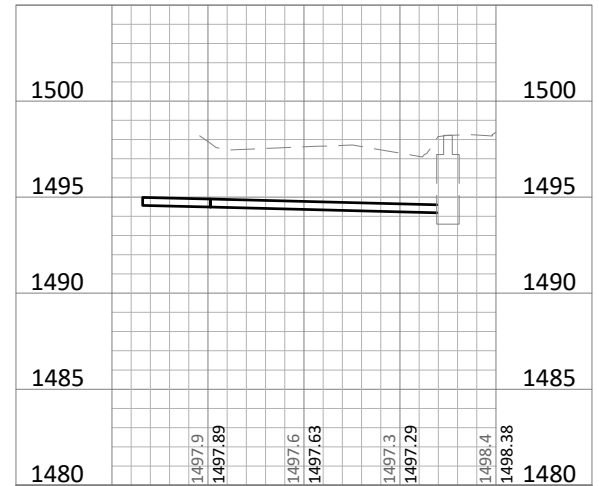
3 EXISTING UTILITY CHASE CROSS SECTION
NOT TO SCALE



4 BITUMINOUS PATCH
(SEE NOTE 1)
NOT TO SCALE



5 CONCRETE DRIVEWAY PAVEMENT
NOT TO SCALE



6 PIPE PROFILE E. 24TH STREET
NOT TO SCALE

NOTES:
1) PAVEMENT AND CONCRETE THICKNESS ARE NOT VERIFIED. LOCAL, SIMILAR STREET CONSTRUCTION SUGGEST 2-3 INCHES OF BITUMINOUS UNDERLAY BY 8-14 INCHES OF CONCRETE. CONTRACTOR IS TO MATCH EXISTING CONDITIONS.

HORZ. SCALE 0 25 50 FEET

VERT. SCALE 0 5 10 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DRAFT
SIGNER'S NAME: XXXXX DATE: MM/DD/YYYY
LIC. NO.: XXXXX



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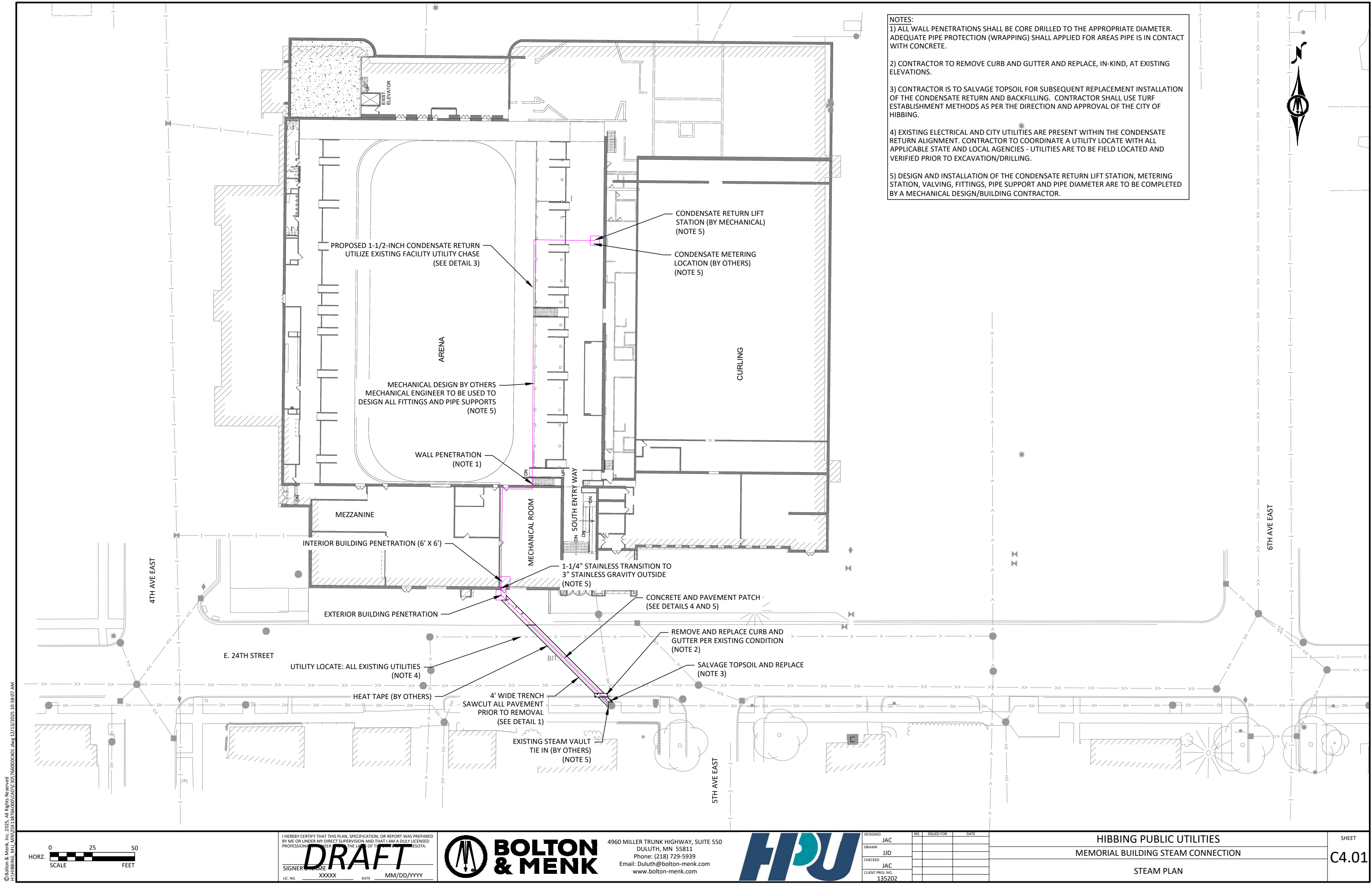


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HIBBING PUBLIC UTILITIES
MEMORIAL BUILDING STEAM CONNECTION
DETAILS

SHEET

C1.01



- NOTES:
- 1) ALL WALL PENETRATIONS SHALL BE CORE DRILLED TO THE APPROPRIATE DIAMETER. ADEQUATE PIPE PROTECTION (WRAPPING) SHALL APPLIED FOR AREAS PIPE IS IN CONTACT WITH CONCRETE.
 - 2) CONTRACTOR TO REMOVE CURB AND GUTTER AND REPLACE, IN-KIND, AT EXISTING ELEVATIONS.
 - 3) CONTRACTOR IS TO SALVAGE TOPSOIL FOR SUBSEQUENT REPLACEMENT INSTALLATION OF THE CONDENSATE RETURN AND BACKFILLING. CONTRACTOR SHALL USE TURF ESTABLISHMENT METHODS AS PER THE DIRECTION AND APPROVAL OF THE CITY OF HIBBING.
 - 4) EXISTING ELECTRICAL AND CITY UTILITIES ARE PRESENT WITHIN THE CONDENSATE RETURN ALIGNMENT. CONTRACTOR TO COORDINATE A UTILITY LOCATE WITH ALL APPLICABLE STATE AND LOCAL AGENCIES - UTILITIES ARE TO BE FIELD LOCATED AND VERIFIED PRIOR TO EXCAVATION/DRILLING.
 - 5) DESIGN AND INSTALLATION OF THE CONDENSATE RETURN LIFT STATION, METERING STATION, VALVING, FITTINGS, PIPE SUPPORT AND PIPE DIAMETER ARE TO BE COMPLETED BY A MECHANICAL DESIGN/BUILDING CONTRACTOR.

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0 25 50
HORIZ. SCALE FEET

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DRAFT

SIGNER: NAME XXXXX DATE MM/DD/YYYY



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HIBBING PUBLIC UTILITIES
MEMORIAL BUILDING STEAM CONNECTION
STEAM PLAN

SHEET
C4.01



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

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ord-456-repeal-Secs-2-31-and-2-32 1 21 2026

ORDINANCE NO. 456, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY REPEALING ORDINANCE NO. 247 AND DELETING SECTION 2.31 'POLICE CIVIL SERVICE COMMISSION' AND DELETING SECTION 2.32 'FIREFIGHTERS CIVIL SERVICE COMMISSION'.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Ordinance No. 247 is hereby repealed in its entirety.

Section 2. Section 2.31 entitled 'Police Civil Service Commission' of the Hibbing City Code is hereby deleted in its entirety.

Section 3. Section 2.32 entitled 'Firefighters Civil Service Commission' of the Hibbing City Code is hereby deleted in its entirety.

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 _____, 2026.

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

City of Hibbing
Ordinance No. 456, 2nd Series
Drafted August 5, 2025

The foregoing ordinance reviewed and approved as to form.

Andy Borland, City Attorney

(Published in the Mesabi Tribune on _____.
Affidavit of publication attached.)



Request for Council Action

City Council Action

Description of Agenda Item

BNSF crossing reconstruction

Strategic Initiative

To Improve the railroad crossing surfaces.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

BNSF will be reconstructing the crossings on 5th Avenue East north of 19th Street, and on 13th Avenue East north of 15th Street.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The City share of each crossing is \$50,000.00 for a total of \$100,000.00. We are also responsible for the bituminous removal and replacement at each crossing, which is estimated at \$20,000.00 each. Total cost for the project is \$140,00.000. We have \$200,000.00 budgeted for this project.

Action Requested

Requesting council approve the agreement with BNSF to rehabilitate the crossings at 5th Avenue East and 13th Avenue East.

Attachments

1. BF-20603089+CM_Surface_061271X_061270R_Hibbing_MN 1.15.26 UPDATE



Contract Number: BF-20603089

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20603089
Mile Post 118.104 and 118.632
Line Segment 238
U.S. DOT Number 061271X and 061270R
HIB-TAC Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between City of Hibbing (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at 13th Ave E and 5th Ave E. with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** BNSF will install a new concrete crossing surface for a width of 82 feet at 13th Ave E. and 40 feet 5th Ave E. feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 13th Ave and 5th Ave. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - B. Installation of advance warning signs in accordance with the MUTCD;



Contract Number: BF-20603089

- C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- D. Provide suitable drainage, both temporary and permanent;
- E. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
- F. Construct concrete/asphalt surface on approaches to each track and;
- G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

Payment; Invoicing. Upon BNSF's receipt of the materials and supplies necessary for the installation of the new crossing surface, BNSF will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Crossing at 5th Ave E: Agency agrees to pay BNSF Fifty Thousand and No/100 Dollars (\$50,000) total cost for the new crossing surface.

Crossing at 13th Ave E.: Agency agrees to pay BNSF Fifty Thousand and No/100 Dollars (\$50,000) total cost for the new crossing surface.

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 13th Ave E. and 5th Ave E. crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 13th Ave E. and 5th Ave E. crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.



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7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 13th Ave E. and 5th Ave E. and the new crossing surface on both sides of the track as well as the area between the tracks.

8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

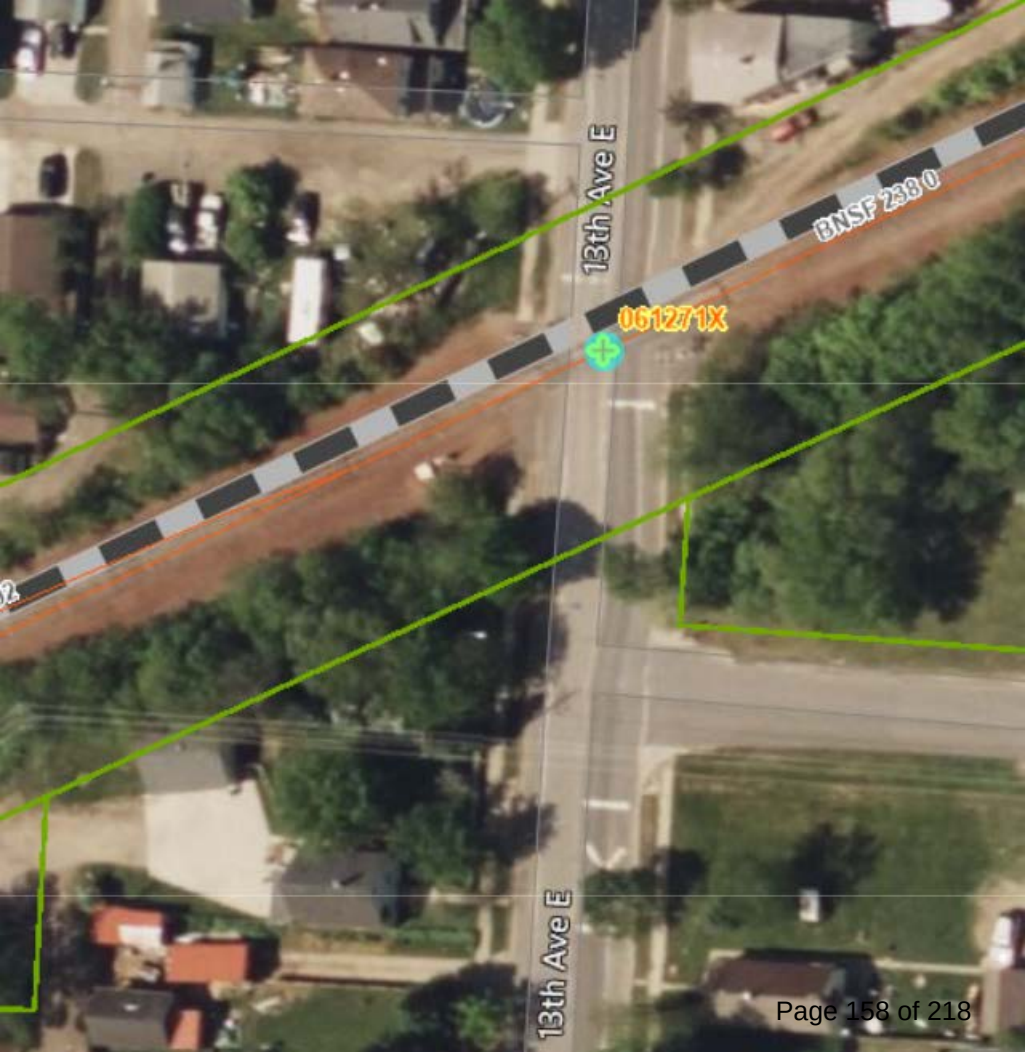
City of Hibbing

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

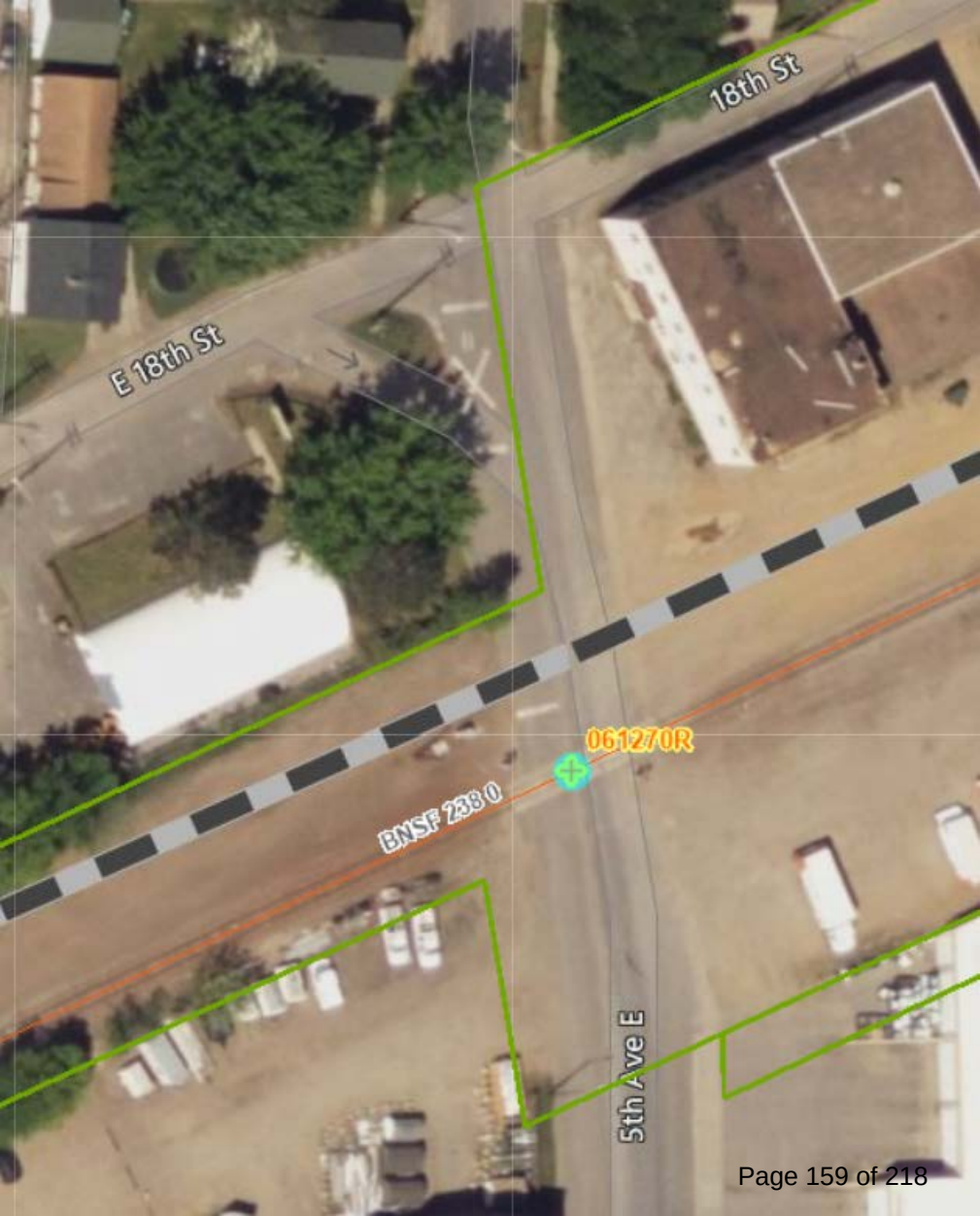


13th Ave E

BNSF 2380

061271X

13th Ave E





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EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
-
-
-
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify **(Agency)** at () and Railway's Manager Public Projects, telephone number () at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file .
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.



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- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Project Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts



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D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan



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- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



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- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.
 - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



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- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how



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to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE**



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STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor



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must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the



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impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency



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Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



Contract Number: Document ID

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- ☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



Contract Number: Document ID

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, with construction of roadway approaches for the performance of certain work in connection with the following project: _____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for City of Hibbing (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property



Contract Number: Document ID

belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



Contract Number: Document ID

- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



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property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any



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insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



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the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	877-576-2378
Fax	number:	817-840-7487



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Email:
www.certfocus.com

BNSF@certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



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provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is



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responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



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Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



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determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS



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- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



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confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative Steven Lyne 4- weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: Document ID

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____



Request for Council Action

City Council Action

Description of Agenda Item

Approve the quote from MTI distributing for a new Toro sprayer for the parks and golf course.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

We are looking to replace our current 1992 sprayer that is used in the parks and primarily on the golf course for chemical applications with a new Toro Multi Pro 5800. This is a budgeted item for the golf course capital this year.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

78,831.34 - Sourcewell pricing — 2026 Golf Capital

Action Requested

Requesting council approval

Attachments

1. City of Hibbing MP5800 Sourcewell Contract Quote, 1.6.26



MTI Distributing
Equipment Quote
January 6, 2026



Nick Arola
City of Hibbing

Quote Expiration Date: 2/5/2026

SOURCEWELL CONTRACT PRICING - CONTRACT #112624-TTC

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	41394	Toro Multi Pro 5800-G with ExcelaRate	\$68,740.62	\$68,740.62
12	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI	\$16.91	\$202.92
1	41219	Ultra Sonic Boom II Kit	\$4,030.26	\$4,030.26
1	41249	Foam Marker Kit	\$2,633.28	\$2,633.28
1	41614	30 Gallon Fresh Water Rinse Kit	\$1,970.28	\$1,970.28
1	130-8229	Finish Kit (Finish Kit for Ultra Sonic Boom II Kit)	\$687.54	\$687.54
1	136-0458	Finish Kit, Foam Marker	\$566.44	\$566.44
City of Hibbing Sourcewell Member ID #58107			Equipment Total	\$78,831.34
			7.375% Sales Tax	Exempt
			Total	\$78,831.34

Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Josh Kravik
Outside Sales Representative
763-670-2799

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429



Request for Council Action

City Council Action

Description of Agenda Item

Approve the quote from Bougalis Inc for site work and installation of the new shelter at Carey Lake recreation area.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Bougalis Inc will provide site work, concrete slab, and installation of the new Carey Lake picnic shelter at the beach area. The project is being funded by the generous donation of \$75,000 from the Hilligoss Family Foundation.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$39,960 — Donation of \$75,000 from the Hilligoss Family Foundation

Action Requested

Requesting Council Approval

Attachments

1. New Carey Lake Pavillion
2. CareyLakeEstimate 1807



December 18, 2025

Nick Arola
City of Hibbing
Carey Lake Pavillion
Hibbing MN 55746

Proposal: 16' x 32' Pavilion

- Mobilization/ De-mob
- Strip off existing topsoil to extend the limits of the prepped area for the new concrete slab; Haul and legally dispose of excavated material.
- Furnish and install 6" of compacted clean granular material.
- Excavate and backfill to furnish and install (6) 24" diameter sono tubes 6' deep with required #6 rebar cages and $\frac{3}{4}$ " anchor bolts per plans. (Assumed soil bearing 1500 PSF)
- Form and pour new 16' x 32' concrete slab 5.5" thick with 12" thickened edge reinforced with #4 rebar 24" O.C. each way throughout.
- New concrete will have a light broom finish and saw cut control joints.
- Furnish and apply TK products AS1-1315 curing compound to new concrete after finishing operations are complete.
- Restore all disturbed turf areas with new topsoil, seed, and straw mat.
- Provide all necessary labor and equipment to assemble and install pre ordered pavilion.

Lump sum for specific scope of work above: \$39,960.00

Thank you for the opportunity; Please advise,

Regards,

A handwritten signature in black ink, appearing to read "Anthony Lautizi", written in a cursive style.

Anthony Lautizi
m: (218) 969-7216
e: tony@bougalisinc.com

George Bougalis and Sons Co.

3402 15th Ave E
Hibbing, MN 55746 US
basinfo7@bougalisandsons.com
www.bougalisandsons.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	1807
Hibbing, City of	Carey Lake Pavillion	DATE	01/14/2026
401 East 21st Street	Carey Lake	EXPIRATION	02/14/2026
Hibbing, MN 55746 US	Hibbing MN	DATE	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/14/2026	20.2000 Sitework	Carey Lake Pavillion	1	53,900.00	53,900.00
		Work to include: -Mobilization -Install 6- 24" sono tube foundations per drawings -Strip existing topsoil to allow for new foundation -Install 6" granular material for slab base -Install 16' X 32' concrete slab per drawings -Erect city supplied 16' X 32' pavilion model # HP-1632-SW-VT -Finish grade around new structure -Topsoil, seed & blanket disturbed areas			
		EXCLUSIONS: -Permits -Bonds -Demolition of existing building or foundations -Pavilion materials			

Indemnification and Hold Harmless Agreement - To the extent permitted by law, the above owner, agrees to defend, indemnify and hold harmless George Bougalis and Sons, Co. ("General Contractor") and its officers, directors, agents and employees from and against any and all claims, injuries, suits, liens, judgments, settlements, fines, damages, losses and expenses, including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach, or default of contract, in connection with the performance of any work for Owner by General Contractor, its officers, directors, agents, employees and subcontractors, except for injuries and damages caused by the sole negligence of General Contractor. This agreement shall survive the termination of any agreement between Owner and General Contractor.

SUBTOTAL	53,900.00
TAX	0.00
TOTAL	\$53,900.00

Accepted By



Request for Council Action

City Council Action

Approve quote to Crysteel Truck Equipment for \$38,513.50

Description of Agenda Item

11 foot stainless steel dump body for F-550

Strategic Initiative

Using surplus funds from selling used equipment, we will convert our 2008 F-550 flatbed truck into a more useful dump body unit. The chassis only has 33,500 miles and is in very good shape. This will also replace our oldest dump body truck and help with the 2027 budget ask by removing that replacement.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

This will replace a 2027 budget ask 400-43-3100-540 (Surplus Funds) Quote is state bid pricing.

Action Requested

Approve attached quote to Crysteel Truck Equipment in the amount of \$38,513.50

Attachments

1. 11' SS Tipper and Frame Shortening 2026



1130 73rd Avenue NE
Fridley, MN 55432
(763) 571-1902
1-800-795-1902

Highway 60 East
Lake Crystal, MN 56055
(507) 726-6041
1-800-722-0588

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 11/6/2025

Reference: Shorten Frame/Install 9' SS Tipper

Company: City of Hibbing

Address:

Contact: Joe McKeeney

Phone#: 218-362-5991

City:

Email: joemckenney@hibbingmn.gov

State:

Dealer		Chassis Estimated Delivery	
Truck Make	Ford	CA or CT	84"
Model Year	2015	Transmission	
Truck Model	F550 Power Stroke	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 257450

RELEASE NO: T-765(5)

CONTRACT PERIOD: September 1, 2024 THROUGH August 31, 2026

EXTENSION OPTION: Up to 48 months

1-UNIT

STATE COOPERATIVE PRICING

QTY

Price Each

Extended

5.0 Body				
1	5.1	11' Crysteel E-Series Stainless Steel Specifications: Ford and Chev Application 40" front, 84" cab to Axle All 201 Stainless Steel Construction 11' long x 96" wide OD x 87" wide ID Side height: 14" Tailgate height: 20" Quick drop tailgate, Fold down sides Fold Down Side Stops, Boxed Top Rails Dirt shedding top rail and corner post 1/4 cab shield, 7 gauge A1011 Floor 12 gauge 201 SS Sides, 10 gauge SS Front & Rear Under coating included Stainless steel finish-no paint included 0 0	\$11,954.00	\$11,954.00
1	5.2	CSS11-Crysteel hoist LB516 NCI Electric Power Unit	\$2,305.00	\$2,305.00
1	5.4	CSS11-Installation of dump body	\$1,091.00	\$1,091.00
1	5.5	CSS11-Installation of hoist	\$955.00	\$955.00
1	NCI	Shorten frame to 84" CA, new brake/fuel/drive shaft	\$10,000.00	\$10,000.00
1	NCI	Blast and paint truck frame	\$2,000.00	\$2,000.00
4	NCI	Plast and paint rims (remove tire for better finish)	\$180.00	\$720.00

<u>6.0 Hitches</u>				
1	6.1	Custom Pull Plate 5/8" complete including: - 5/8" steel plate - All Gussets - Safety "D" Rings - Round Tube Bumper - 7 Way Plug	\$729.00	\$729.00
1	6.2	Installation of custom hitch	\$819.00	\$819.00
1	6.5	Electronic back up alarm 560-STA20502-G	\$118.00	\$118.00
1	6.12	For 10 Ton Pintle Ball Combo Hitch 2 5/16" (10057)	\$186.00	\$186.00
<u>8.0 Accessories</u>				
1	8.31	Buyers Mini Light Bar installed on cab shield, wired to in dash switch	\$513.00	\$513.00
1	8.44	Bulkhead Strobe plate Mount (dump body/flatbed)	\$190.00	\$190.00
3	8.46	For 1 Set Buyers Surface Mt Strobes 1 set rear facing on front box uprights 1 set side facing on front box uprights 1 set forward facing on front of cabshield All lights wired 12v hot	\$354.00	\$1,062.00
1	8.66	For Poly Fenders 19.5 985-10001769	\$1,148.00	\$1,148.00
1	1.102	Anti-sail mud flaps (S-863 Contract) NCI Select Accessory NCI Select Accessory NCI Select Accessory NCI Select Accessory	\$214.00	\$214.00
<u>8.0 Toolboxes/Backpacks</u>				
1	NCI	Remove Existing Storage Box	\$236.50	\$236.50
1	8.1	Installation of Storage box (existing box)	\$473.00	\$473.00
Please note that costs could change based on current hydraulic system on chassis. All costs and changes will be communicated and approved by City of Hibbing before proceeding with work				

Total Package Price

\$34,713.50

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

**NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

***ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Fridley
Contact Person:	Rob Weldon
Street Address:	1130 73rd Ave NE
City, State, Zip:	Fridley, MN 55432
Phone #:	(763) 235-5487
Toll Free #:	(800) 795-1280
Email Address:	rweldon@crysteeltruck.com

OPTIONS -- The below options are NOT included in the above package pricing

<u>5.0 Body OPTIONS</u>				
1	5.3	CSS11-Crysteel Electric / Hydraulic Double acting Power Unit w/ In Cab	\$606.00	\$606.00
1	5.7	CSS11-Crysteel Hy-Flo Twin Electric Power Unit-PN 900-1729874 above if truck PTO/Hydraulics are bad and want to convert to electric over hyd hoist system	\$3,113.00	\$3,113.00
<u>7.0 Hydraulics & Controls</u>				
1	7.1	Hyd system installation	\$4,803.00	\$4,803.00
1	7.3	Ford 2011-2019 F350-F550-F650/F750 Diesel ONLY	\$6,795.00	\$6,795.00
1	7.17	2010 Valve to run D/A Hoist only Approximate price to repair/convert current hydraulic system if needed	\$6,408.00	\$6,408.00
<u>8.0 Toolbox/Backpack OPTIONS</u>				
1	8.3	18 x 18 x 30 Treadbrite Aluminum Toolbox P/N 1705103 above if existing tool box is in bad condition	\$364.00	\$364.00



Request for Council Action

City Council Action

Approve attached quotes to EJ Equipment and Ascendance Truck in the amount of \$367,190.51

Description of Agenda Item

2027 International HV507 chassis with a 2027 Heil Half Pack garbage truck body.

Strategic Initiative

This will replace our 2017 International Heil Rapid rail truck. This new Half Pack body from Heil will accomadate our 300 gallon cans better and will also haul more garbage tonnage for more efficient operations.

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

This is a 2026 budget item. Garbage body quote is (Sourcewell Pricing) and chassis quote was lowest of three quotes (tax,title and license is included in price). 603-43-3230-540.

Action Requested

Approve attached quotes in the amount of \$367,190.51.

Attachments

1. 2027 Heil Half pack Side loader Garbage truck body
2. 2027 HV507 International Chassis for Garbage Truck

E J EQUIPMENT, INC.
 1500 Maras Street
 Shakopee, MN 55379
 PH: (800) 522-2808 • Fax: (815) 468-8055
 www.ejequipment.com



Ship To: IN STORE PICKUP

Branch 05 - SHAKOPEE		
Date 10/10/2025	Time 10:31:35 (O)	Page 1
Account No. HIBB001	Phone No. 2183121602	Estimate No. 000018
Ship Via		Purchase Order
SETH GREEN		Salesperson S35 / S35

Invoice To: CITY OF HIBBING
 401 E 21ST ST
 HIBBING MN 55746

Attention: JOE MCKENNEY

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/09/2025 Amount

SOURCEWELL PROPOSAL - CONTRACT #: 091219-THC

HEIL 26YD HALF PACK RAPID RAIL SIDE LOADER 210758.48
 MOUNTED ON CHASSIS TO BE DETERMINED
 PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Authorization: _____ Subtotal: 210758.48
 Quote Total: 210758.48

TOUGH COAT OF PAINT

Wants this option

ADD: 5200.00

215,958.48

x 11-9-25
 Received By



WE NEVER STOP WORKING FOR YOU

DuraPack® Rapid Rail®

High Performance Automated Side Loader



Half Pack Rapid Rail, 26yd Side Loader

• 4.7 yd ³ hopper	• Grabber interlock kit - prevents lift raise with grabbers in the open position/grabbers opening in the lift raise position
• 96 in. Lift reach	• In-cab function and indicator lights
• Standard 1-year (2,000 hours of operation) warranty	• Select-O-Pack
• Lift capacity up to 1,600 lbs.	• Arm rest
• Street side door with step and grab handle (includes side door interlock)	• Lift reach warning
• Under hopper liquid sump with 2 clean-out doors and steel rake	• Backup alarm
• Body service props for service hoist models	• Backup and license plate lights
• Tailgate service props	• LED center-mounted brake light
• O.I.G.A.I. Front mount tandem vane pump system	• LED duplicate high and low mount stop, turn, and tail lights
• Chassis frame mounted oil tank with level/temperature gauge and oil suction shut-off valve	• LED Mid-body turn signals
• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor - in microns	• LED FMVSS #108 clearance lights and reflectors
• Abrasion-resistant hydraulic hoses	• ICC reflective tape
• In-cab packing controls, electric/air	• Rear mud flaps - anti-sail/anti-splash
• In-cab lift controls, electric, 5-button joystick	• Rear under ride guard

• In-cab tailgate controls, air	• Rear camera bracket and flood lights - reverse activated
• 100-micron suction line strainer	• Customer's choice of one color finish paint from Color Smart brochure
• Programmable Controller with InSight™ diagnostic display and standard lift cycle counter	• ANSI Z 245.1-2017 compliant
• Lift feathering kit	• Remote packer lubrication kit
• 6-roller carriage	• 5 lb. in-cab fire extinguisher
• Severe-duty packer wear bar kit - hopper only	• Corrosion resistant hydraulic tubes that conform to ASTM B117
• Safety triangle	• Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC
• Fully automatic Shur-Lock™ tailgate latches with protective covers	• Integrated tailgate locked indication on In-Cab Insight Display for Operator notification
• In-Cylinder Position Sensors for tailgate lock indication	• All visible cylinders painted black

Included Options

• TriCuff Grabber: handles a variety of 30-to-110-gallon square, rectangular and round semi-automated and automated carts	• 3 rd Eye Single Camera System with 7" monitor and Single Camera mounted on Tailgate, Hopper and Grabber (mounted Hopper Side)
• Operate-in-gear-at-idle: Remote Mount Tandem Vane Pump with Transmissions Driven, Constant Duty PTO	• Mud Flaps – anti-sail/anti-splash – mounted ahead of rear tires
• Hopper and Lift Work Light Kit – LED – two lights – One mounted in the hopper and mounted under body facing the grabber	• Hydraulic Pressure Gauge Kit
• Multi-Function LED Strobe / Turn Lamps	• Hydraulic Oil Tank Heater – 500 Watt

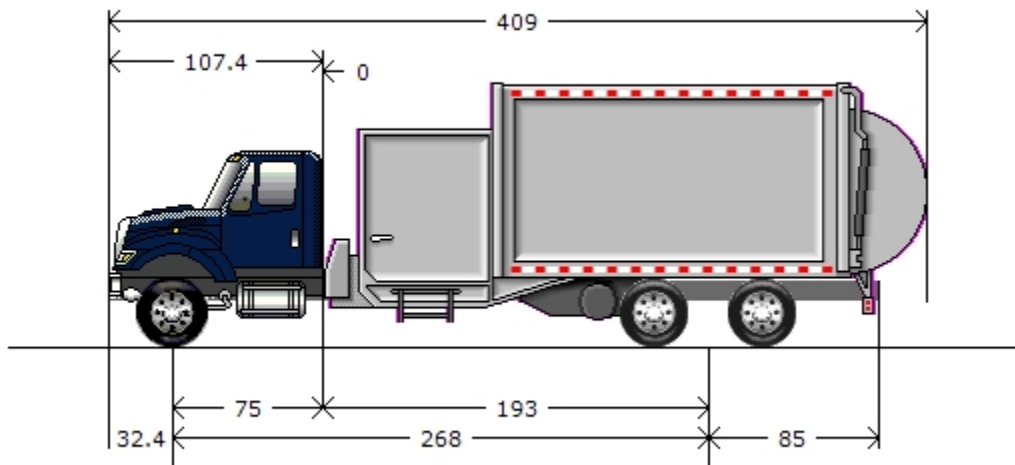
Prepared For:

CITY OF HIBBING
 Joe Mckenney
 1902 6th Ave. E
 Hibbing, MN 55746-1663
 (218)262 - 3486
 Reference ID: CUMMINS L9

Presented By:

ASCENDANCE TRUCK CENTERS
 William Takanen
 705 N 6TH AVE.
 VIRGINIA MN 55792 - 2306
 (218)741-9505

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2027 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 56000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.74% / 1.83% @ 55 MPH Calc. Geared Speed: 77.6 MPH
DIMENSION:	Wheelbase: 268.00, CA: 193.00, Axle to Frame: 85.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .
AXLE, REAR, TANDEM:	5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WK Location 1: 6042, Blue (Prem) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 268.00 Wheelbase, 193.00 CA, and 85.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WBC	CROSSMEMBER, SUSPENSION (1) 7-Piece Steel in lieu of (1) Double Dogbone, Forward
1WGC	WHEELBASE RANGE 228" (580cm) Through and Including 270" (685cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiIn
4EYM	BRAKE LININGS, REAR {Meritor MA2301} for S-Cam Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

<u>Code</u>	<u>Description</u>
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

<u>Code</u>	<u>Description</u>
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan
10BAE	LABEL, DEF "DEF ONLY"
10RHE	DUAL DRIVE Customer Intends to Convert to In-Cab Dual Drive Positions
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WCY	SAFETY TRIANGLES
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12926	RADIATOR HOSES Silicone; Molded

<u>Code</u>	<u>Description</u>
12EYY	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBC	AIR CLEANER Single Element
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button, for Allison 3000 & 4000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

Code	Description
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXX	FUEL TANK Top Draw, Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KCA	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Angle Adjust, Dual Shocks
16KDB	SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust
16SPJ	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VEX	CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

<u>Code</u>	<u>Description</u>
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWJ	WINDSHIELD WIPER BLADES Winter Type
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DWR	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7382135430	(8) TIRE, REAR 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40L40	SRV CONTRACT, PM {International} First PM Service, To 12-Month/Unlimited Miles, Includes First Planned Maintenance Service & Uptime Advocate, with 25K Miles/1000 HRS Intervals, for Cummins L9
1	dual drive and installation
	Lot/Driver/DOT
	Additional floor plan for build
	rear fenders parts and labor

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$178,253.00	
Service Items	\$1,500.00	
Total Factory List Price Including Options:		\$179,753.00
Total Goods Purchased:		\$6,400.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$189,253.00
Less Customer Allowance:		(\$65,490.47)
Total Vehicle Price:		\$123,762.53
Total Body/Allied Equipment:		\$16,780.00
Total Sale Price:		\$140,542.53
Total Per Vehicle Sales Price:		\$140,542.53
Total Net Sales Excluding Taxes:		\$140,542.53
MN State Tax	\$10,250.00	
registration	\$164.50	
Doc Fee	\$275.00	
Total License, Title, & Taxes:		\$10,689.50
Net Sales Price:		\$151,232.03

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

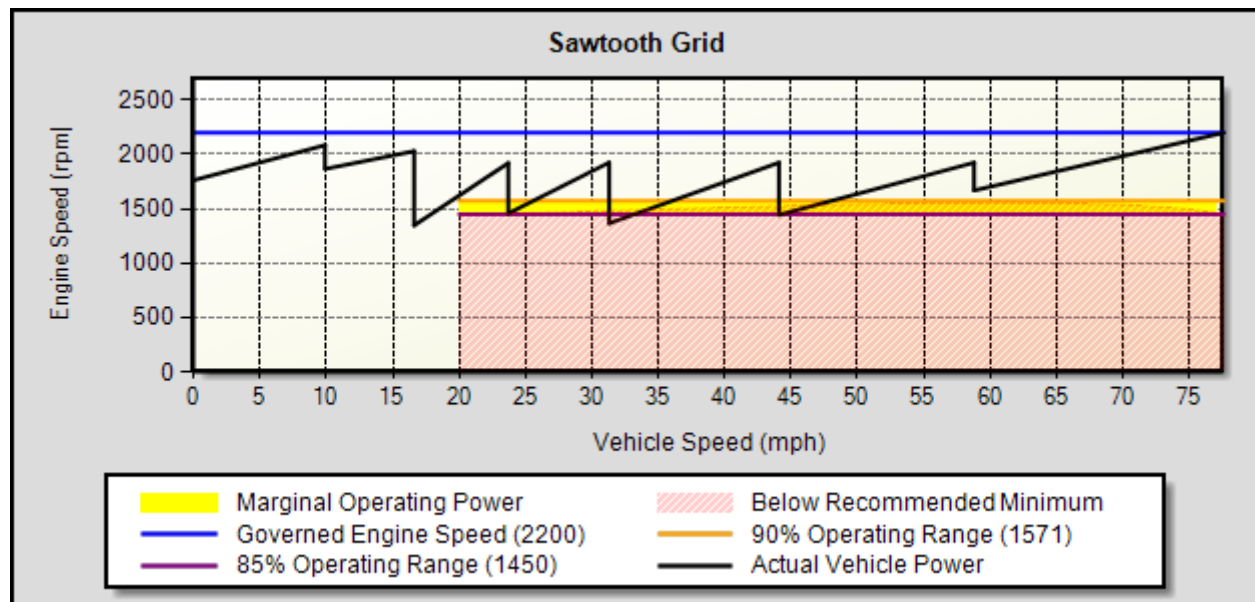
International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1763	9.9	2086	N/A	52	40	
2C	1.86	9.9	1867	16.6	2030	N/A	52	40	
2L	1.86	16.6	1347	23.7	1921	N/A	52	40	
3L	1.41	23.7	1457	31.3	1926	N/A	52	40	
4L	1.00	31.3	1366	44.1	1925	N/A	52	40	
5L	0.75	44.1	1444	58.8	1925	N/A	52	40	
6L	0.65	58.8	1669	77.6	2200	N/A	52	40	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	78.6	2230	5.10	0.00	
HI GEAR SPEED @ RATED RPM	6L	77.6	2200	5.20	0.45	
55.0 MPH STEADY-STATE	6L	55.0	1560	7.71	1.83	
TYPICAL OPERATING SPEED	6L	65.0	1844	6.62	1.39	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "-----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.93 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	5.10	7.37	7.36	
AVERAGE MPH	18.9	39.7	54.6	
MISSION MINUTES	29.97	52.14	173.39	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0	1763	0.00	33.52	STALL
		6.3	1912	220.57	23.33	70% EFF
		8.3	2004	251.56	19.74	80% EFF
		9.9	2086	264.64	17.40	
2C	1.86	9.9	1867	198.67	12.76	
		16.6	2030	257.13	9.54	
2L	1.86	16.6	1347	242.73	8.96	
		23.7	1921	313.50	7.96	
3L	1.41	23.7	1457	261.73	6.48	
		31.3	1926	312.14	5.67	
4L	1.00	31.3	1366	244.70	4.22	
		44.1	1925	310.05	3.50	
5L	0.75	44.1	1444	252.69	2.63	
		58.8	1925	301.56	1.92	
6L	0.65	58.8	1669	285.59	1.74	
		70.1	1988	292.94	1.00	
		76.9	2181	287.54	0.50	
		77.6	2200	286.91	0.45	RATED RPM
		78.6	2231	241.42	0.00	LEVEL ROAD

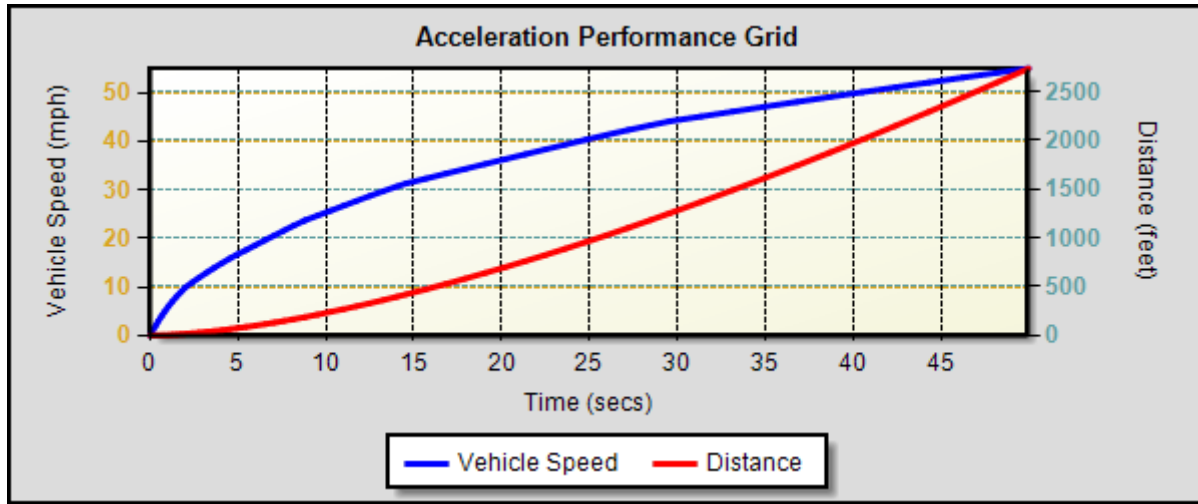
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0		0.00	33.52	STALL
		8.3		251.56	19.74	80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 49.94 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.16	0.1	1.0	
	0.33	0.5	2.0	
	0.49	1.1	3.0	
	0.67	2.0	4.0	
	0.86	3.2	5.0	
	1.06	4.9	6.0	
	1.28	7.0	7.0	
	1.52	9.6	8.0	
	1.78	12.8	9.0	
2C	2.02	16.1	9.9	
	2.40	22.0	10.9	
	2.80	28.6	11.9	
	3.21	36.1	12.9	
	3.65	44.6	13.9	
	4.10	54.1	14.9	
	4.57	64.7	15.9	
2L	4.93	73.3	16.6	
	5.47	86.8	17.6	
	6.00	101.0	18.6	
	6.54	116.0	19.6	
	7.08	131.9	20.6	
	7.62	148.6	21.6	
	8.17	166.5	22.6	
	8.76	186.3	23.6	
3L	8.81	188.0	23.7	
	9.54	213.9	24.7	
	10.27	241.0	25.7	
	11.01	269.2	26.7	
	11.74	298.6	27.7	
	12.48	329.2	28.7	
	13.25	361.8	29.7	
	14.04	397.0	30.7	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
4L	14.56	420.6	31.3	
	15.68	472.7	32.3	
	16.80	526.5	33.3	
	17.92	582.3	34.3	
	19.05	639.9	35.3	
	20.18	699.4	36.3	
	21.32	760.7	37.3	
	22.46	824.0	38.3	
	23.61	889.3	39.3	
	24.76	956.7	40.3	
	25.95	1027.5	41.3	
	27.18	1102.9	42.3	
	28.45	1183.1	43.3	
5L	29.52	1251.7	44.1	
	31.32	1368.9	45.1	
	33.12	1489.7	46.1	
	34.94	1614.0	47.1	
	36.77	1742.1	48.1	
	38.62	1874.0	49.1	
	40.49	2009.7	50.1	
	42.37	2149.4	51.1	
	44.27	2293.1	52.1	
	46.19	2441.0	53.1	
	48.14	2594.5	54.1	
	49.94	2738.6	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

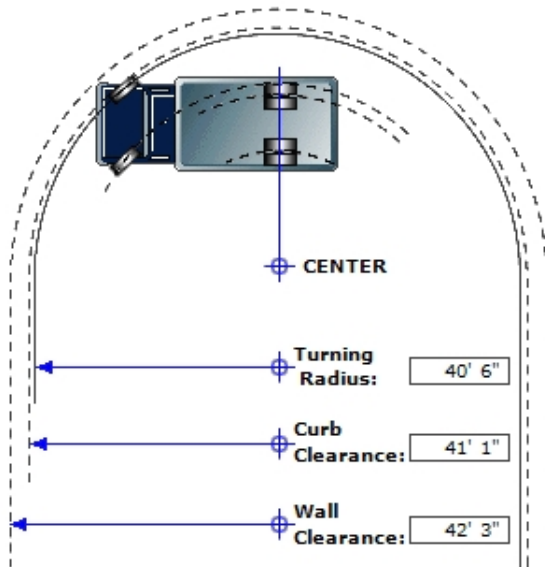
Selected Rear Axle Gear Ratio(s):	5.29
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT ²):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	40000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL LOWPROFILE
TIRE, REAR	8 - RADIAL NORMAL

Components

0001AND	AXLE CONFIGURATION 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EYY	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
0014GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135430	TIRE, REAR 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
07792545437	TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: HV
 Model: HV507
 Description: HV507 SFA
 Model Year: 2027

Calculation Factors

Wheelbase: 268
 Front Axle: 0002ARZ
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
 Front Wheel: 0027DUR
 Description: WHEELS, FRONT, {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
 Front Tire: 07792545437
 Description: TIRES, 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
 Steering Gear: 0005PTB
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics

General Information

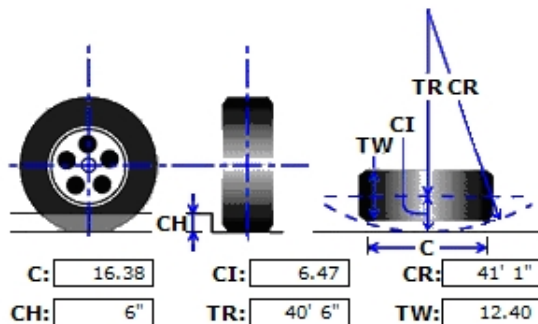
Inside Turn Angle: 40 Degrees
 Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
 KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.38
 CI - Curb Clearance Increment: 6.47
 CR - Curb Clearance Radius: 41'1"
 CH - Curb Height: 6"
 TR - Turning Radius: 40'6"
 TW - Tire Width: 12.40



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUR	20000	TIRE, FRONT	0779254	20000		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMV	40000					
	WHEELS, REAR	0028DW R	59120	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014GVK	40000					
Rear GAWR							40000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCR	62000					
GVWR Based on Axle Ratings***								58000
Calculated GVWR								58000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014GVK	125000				
	TRANSMISSION, AUTOMATIC	0013BCR	999999				
	ENGINE, DIESEL	0012EYY	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.

** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.

*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.

**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.