# HIBBING CITY COUNCIL
## Regular Meeting
## Wednesday, March 18, 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 #1, #11 - #14

## IV. APPROVAL OF THE AGENDA:

## V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of March 11, 2026
2. Approve the Minutes of the Hibbing City Council Workshop of March 11, 2026

## VI. CONSENT AGENDA:

1. Approve Accounts Payable dated March 18, 2026 checks #182331-182418 and drafts totaling $2,199,295.90
2. Approve City Payroll for the pay period ending March 6, 2026 in the amount of $659,393.67
3. Set the Board of Appeal and Equalization Meeting for Tuesday, May 12, 2026 in the Council Chamber at City Hall from 1-2 p.m.
4. Approve the 2025 Interfund Transfers and Loans
5. Approve the 2025 Budget Adjustments
6. Approve the Raffle Permit Application of Angel Fund to hold a raffle at the Hibbing Municipal Golf Course on Saturday, June 27, 2026.
   Raffle Permit # 26-03-07
7. Authorize the City Council to attend Mayor For A Day pre-meeting in the Mayor's

office social on Wednesday, April 1, 2026, at 4 p.m.

8. Approve the payment to Widseth for invoice #242786 for the Light After Loss's survey work of Sargeant Park in the amount of $2,195.00

9. Approve the Raffle Permit Application Request of PEO Chapter DE to hold their raffle on Tuesday, May 5, 2026 at St. James Episcopal Church
Raffle Permit #26-03-08

10. Approve the Raffle Permit Application Request of Precious Paws Humane Society of Chisholm to hold their raffle on Saturday, April 25, 2026 at the Big Dog Cafe
Raffle Permit #26-03-09

11. Authorize the Finance Director/Treasurer to sign the Master Cash Management Agreement with National Bank of Commerce

12. Approve the Special Events Permit Application of the Hibbing Kiwanis Club to hold its annual Pancake Feed on April 22, 2026, in the Memorial Building dining room

13. Approve the Special Events Permit Application of Angel Fund to hold the third annual 2-person Golf Scramble on Saturday, June 27, at the Hibbing Municipal Golf Course

14. Approve the Raffle Permit Application Request of Iron Range Boxing to hold their raffle on Saturday, September 12, 2026 at Palmer's of Hibbing
Raffle Permit #26-03-10

15. Set the next Regular Hibbing City Council Meeting for Wednesday, April 1, 2026 at 5:00 p.m. in the City Hall Council Chamber

16. Set the next Hibbing City Council Workshop Meeting for Wednesday, April 1, 2026 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber

## VII. PUBLIC FORUM:

## VIII. HEARING: REGARDING APPEAL OF TRESPASS NOTICE - THIS HEARING HAS BEEN POSTPONED UNTIL WEDNESDAY, MARCH 18, 2026

## IX. CITY COUNCIL REPORTS

1. RAMS
Airport Authority
Hibbing Public Utilities Commission
HEDA

## X. DEPARTMENT AND COMMITTEE REPORTS:

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

a. Approve the 2026 Memorandum of Understanding (MOU) between the City of

Hibbing and Precious Paws Humane Society of Chisholm (PPHSC)

## XI. BIDS AND QUOTES:

**1. <u>City Engineering Jesse Story</u>**

a. Central Range Public Works - Change Order - Remodel $515,577.72

b. Central Range Public Works - Change Order for Mechanical and HVAC $315,733.87

c. Central Range Public Works - Change order for waterproofing $124,925.76

## XII. BOARDS AND COMMISSIONS:

1. **<u>Hibbing Public Utilities:</u>**

- One vacancy completing a three-year term ending 3/31/2029 for a Hibbing resident

- **Applicants:**
    - Dawn Bergerson - Withdrew her application on March 9, 2026
    - Jeff Stokes

## XIII. CLOSED SESSIONS: FOR THE PURPOSE OF REAL PROPERTY PARCELS PURSUANT TO MN ST SECTION 13D.05 SUB.3(C3)

1. Address: 3215 14th Avenue East, Hibbing, MN 55746, Parcel ID(s): 140-0106-00110

## XIV. ADJOURNMENT:

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

# Payroll Recap & Funding

## Biweekly Regular 03/13/2026

Pay Date: 03/13/2026

### Payroll Overview

| | | |
|---|---|---|
| Payroll | | Biweekly Regular 03/13/2026 |
| Pay Date | | 03/13/2026 |
| # Employees | | 167 |
| # Paid Employees | | 167 |
| # Regular | 167 | |
| # Pay Periods | | 1 |
| Base Compensation Changes | | 1 |
| Terminations | | 2 |

### Employee Payments

| | # | EE's | $ Amount | |
|---|---|---|---|---|
| Direct Deposits Debited | 224 | 165 | 269,675.98 D | |
| Total | | | | 269,675.98 |
| (D) POD6 \| UKG Payroll Services Admin Debit | | | | -269,675.98 |
| Your Remaining Bank Account Liability | | | | 0.00 |
| Vouchers Printed | 0 | | | |
| Vouchers Suppressed | 0 | | | |

### Taxes

| | EIN | EE's | $ Amount | |
|---|---|---|---|---|
| FIT/EE | 41-6005232 | 137 | 36,857.11 | |
| FICA/ER | 41-6005232 | 110 | 13,127.25 | |
| FICA/EE | 41-6005232 | 110 | 13,127.25 | |
| MEDI/ER | 41-6005232 | 167 | 5,781.10 | |
| MEDI/EE | 41-6005232 | 167 | 5,781.10 | |
| SIT:MN/EE | 8022766 | 138 | 17,269.24 | |
| Total | | | | 91,943.05 |
| Your Remaining Tax Liability | | | | 91,943.05 |

### Vendor Liabilities

| | EE's | $ Amount | |
|---|---|---|---|
| City of Hibbing Insurance | 128 | 165,270.71 D | |
| City of Hibbing PFML | 167 | 3,632.62 D | |
| EMPOWER | 68 | 31,377.54 | |
| HIBBING POLICE ASSOCIATION | 15 | 150.00 D | |
| Lincoln Financial Group | 19 | 4,474.97 | |
| MN CHILD SUPPORT PAYMENT CEN | 2 | 765.56 D | |
| MN DEPT OF REV | 1 | 562.86 | |
| MN PERA | 137 | 88,497.65 | |
| NATIONWIDE | 14 | 2,045.00 | |
| NCPERS GROUP LIFE INS C/O MEM | 3 | 48.00 C | |
| RCB COLLECTIONS range credit bu | 1 | 486.52 C | |
| Riverview Law Office, PLLC | 1 | 463.21 C | |
| Total | | | 297,774.64 |
| (D) POD6 \| UKG Payroll Services Admin Debit | | | -169,818.89 |
| (C) Vendor Checks | | | -997.73 |
| Your Remaining Vendor Liability | | | 126,958.02 |

### Total

| | |
|---|---|
| Total | 659,393.67 |
| POD6 \| UKG Payroll Services Admin Debit | -439,494.87 |
| Total of Your Responsibility | 219,898.80 |

### Recap

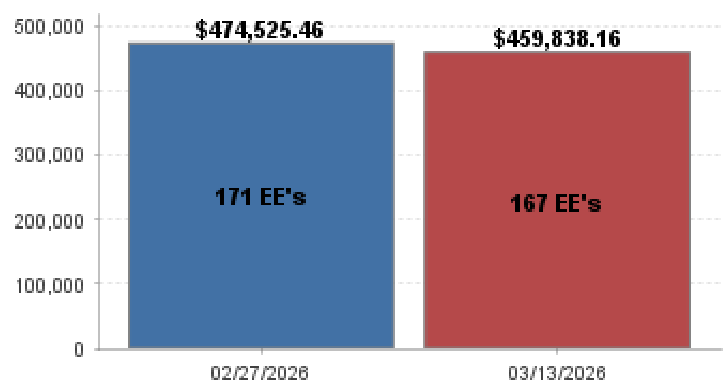
| POD6 \| UKG Payroll S | Date | Bank Account # | $ Amount |
|---|---|---|---|
| Vendor Payment SPA | 03/12/2026 | x0087 | 169,818.89 |
| Empl. Dir. Dep. SPA | 03/12/2026 | x0087 | 269,675.98 |
| | | Total Debits | 439,494.87 |

| Cash Requirements: x0087 | $ Amount |
|---|---|
| Vendor Payment SPA | 169,818.89 |
| Vendor Checks | 997.73 |
| Tax Payment | 91,943.05 |
| Empl. Dir. Dep. SPA | 269,675.98 |
| Total | 532,435.65 |

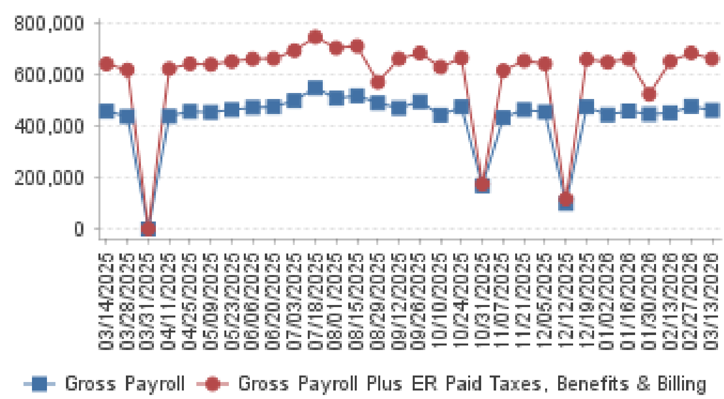
### General Ledger Summary

| | Debit/Exp. | Credit/Liab. |
|---|---|---|
| Earning | 459,938.16 | 0.02 |
| ER Deduction | 180,576.68 | 29.50 |
| ER Tax (Offset) | 18,908.35 | |
| ER Deduction (Offset) | 29.50 | 180,576.68 |
| Deduction | 25.57 | 117,253.03 |
| ER Tax | | 18,908.35 |
| Tax | | 73,034.70 |
| Direct Deposit | | 269,675.98 |
| | 659,478.26 | 659,478.26 |

### Comparison To Last Pay Period - Gross Wages




### Rolling 12 Month Payroll View



**2025 Interfund Loans and Transfers**

| Date | Account | Account Description | Debits | Credits |
|---|---|---|---|---|
| **5/30/2025** | 406 13106 | Due from Downtown Cap Prjt Fd | $ 278,744.00 | $ - |
| | 418 20703 | Due to Land Acquisition Fund | $ - | $ 278,744.00 |
| | | **IFL for Teske Bldg - 402 E Howard** | **$ 278,744.00** | **$ 278,744.00** |
| **12/31/2025** | 400-39-9201 | Transfers-In to Cap Fd | | $ 2,814,157.67 |
| | 101-49-9300-721 | Transfer-Out General Fund to Cap Fd | $ 1,937,823.06 | |
| | 395-49-9300-720 | Transfer-Out DS Fund 395 | $ 320,210.28 | |
| | 430-49-9300-720 | Transfer-Out Mem Bldg Capital Fund | $ 367,784.33 | |
| | 403-49-9300-720 | Transfer-Out Mining Effects | $ 188,340.00 | |
| | | **2025 Transfers to Capital (see page 2)** | **$ 2,814,157.67** | **$ 2,814,157.67** |
| **12/31/2025** | 101-13105 | Interfund Loan receivable GF | $ 137,675.33 | |
| | 430 20702 | Due to Other Funds | | $ 137,675.33 |
| | | **IFL for Scoreboard - Mem bldg cap fd shortfall** | **$ 137,675.33** | **$ 137,675.33** |
| **12/31/2025** | 400-20701 | Interfund Loan payable from Cap Fd | $ 344,277.34 | |
| | 101-13105 | Interfund Loan receivable GF | | $ 344,277.34 |
| | | **Pay back 2024 IFL from bond proceeds** | **$ 344,277.34** | **$ 344,277.34** |
| **12/31/2025** | 211-39-9201 | Transfer-In Library Fund | | $ 250,000.00 |
| | 101-49-9300-430 | Transfer-Out General Fund | $ 250,000.00 | |
| | | **Budgeted Transfer out to Library Fund** | **$ 250,000.00** | **$ 250,000.00** |
| **12/31/2025** | 418-20701 | Interfund Loan payable from Downtown Cap Prjt Fd to GF | | $ 73,990.09 |
| | 101-13111 | Due from Downtown Cap Prjt Fd | $ 73,990.09 | |
| | | **IFL loan resolution for downtown redevelopment district** | **$ 73,990.09** | **$ 73,990.09** |
| **12/31/2025** | 401-49-9300-720 | Other Sources - Transfers Out | $ 75,000.00 | |
| | 415-39-9201 | Transfers In | | $ 75,000.00 |
| | | **Budgeted Transfer from Perm Improv to SA Fd for Sidewalk Proj** | **$ 75,000.00** | **$ 75,000.00** |
| **12/31/2025** | 805 20702 | Due to Other Funds | | $ 434,003.11 |
| | 101 13105 | Due from Other Funds | $ 434,003.11 | |
| | | **Temporary IFL to fund cash deficit @ 12/31/25** | **$ 434,003.11** | **$ 434,003.11** |
| **12/31/2025** | 405 20702 | Due to Other Funds | | $ 87,795.89 |
| | 101 13105 | Due from Other Funds | $ 87,795.89 | |
| | | **Temporary IFL to fund cash deficit @ 12/31/25** | **$ 87,795.89** | **$ 87,795.89** |
| **12/31/2025** | 612 20702 | Due to Other Funds | | $ 31,260.67 |
| | 101 13105 | Due from Other Funds | $ 31,260.67 | |
| | | **Temporary IFL to fund cash deficit @ 12/31/25** | **$ 31,260.67** | **$ 31,260.67** |
| **12/31/2025** | 401 49 9300 720 | Other Sources - Transfers Out | $ 60,500.00 | |
| | 402 39 9201 | Transfers In | | $ 60,500.00 |
| | | **Budgeted Transfer from Perm Improv to MSA Fund - Zim Rd Bridge** | **$ 60,500.00** | **$ 60,500.00** |

| ***Asset or Project*** | ***Budget*** | ***Actual*** | ***Remaining*** | ***Transfer Amount*** | ***Notes*** | ***Source*** |
|---|---|---|---|---|---|---|
| Finance Desks (5,517 carryover from 2024) | $ 5,517.00 | $ 4,744.20 | $ 772.80 | | | |
| Finance Budget Software - Euna | $ 50,000.00 | $ 30,600.00 | $ 19,400.00 | | | |
| Admin - Inclusive Playground Contribution | $ 25,000.00 | $ 25,000.00 | $ - | | | |
| City Hall Improvements ($1,215,347 carryover from 2024) | $ 1,215,347.00 | $ 1,022,685.00 | $ 192,662.00 | $ 1,022,685.00 | T/I from GF as planned | General Fund |
| Police Equipment | $ 232,000.00 | $ 209,479.90 | $ 22,520.10 | $112,000 | $5,000 from Grant, $112,000 from One-time funds | General Fund |
| Fire Department Equipment | $ - | $ 85,625.37 | $ (85,625.37) | $ 85,625.37 | One-time Funds | General Fund |
| POC Fire Building ($3,565 carryover from 2024) | $ 3,565.00 | $ 13,055.00 | $ (9,490.00) | $ - | Use capital fund balance | |
| POC Equipment ($12,500 carryover from 2024) | $ 12,500.00 | $ 23,200.00 | $ (10,700.00) | | Use capital fund balance | |
| Engineering Equipment | $ - | $ 63,112.75 | $ (63,112.75) | $ 63,112.75 | Undesignated Funds from 2024 & surplus funds from 2025 | General Fund |
| Walk N Roller (2024 operating funds) | $ - | $ 42,640.00 | $ (42,640.00) | $ 42,640.00 | Transfer in from GF Operating | General Fund |
| Wheel Loader (2025 capital budget) | $ 315,000.00 | $ 306,167.36 | $ 8,832.64 | $ - | | |
| Street Sweeper | $ 345,000.00 | $ 322,492.00 | $ 22,508.00 | $ - | | |
| Rockland Loader Bucket | $ - | $ 17,700.00 | $ (17,700.00) | $ 17,700.00 | T/I surplus funds | General Fund |
| Felling FT-24 Equipment Trailer | $ - | $ 26,284.48 | $ (26,284.48) | $ 26,284.48 | T/I surplus funds | General Fund |
| Shipping Container | $ - | $ 8,650.00 | $ (8,650.00) | $ 8,650.00 | T/I surplus funds | General Fund |
| 2026 Mack Plow Truck (approved 2023 carryover) | $ 160,404.28 | $ 160,404.28 | $ - | $ 160,404.28 | T/I from 2002A refunding debt service funds | Fund 395 |
| 2026 Mack Plow Truck (approved 2/5/2025) 2026 capital | $ 170,344.90 | $ 170,344.90 | $ - | $ - | 2026 capital for chassis & body - $435,000 | Capital fund |
| 2026 Mack Plow Truck (approved 2023 carryover) | $ 159,806.00 | $ 159,806.00 | $ - | $ 159,806.00 | T/I from 2002A refunding debt service funds | Fund 395 |
| Brine System (Towmaster) | $ - | $ 44,820.00 | $ (44,820.00) | $ 44,820.00 | approved using undesignated funds 4/17/2024 | General Fund |
| Buyout SLC share of PW bldg | $ - | $ 890,000.00 | $ (890,000.00) | | | Capital |
| F150 Truck for Garage Approved 2024 | $ - | $ 50,279.46 | $ (50,279.46) | $ 50,279.46 | Approved in 2024 using undesignated funds | General Fund |
| Ambulance - 2025 NorthStar - Bond Proceeds (2024 budget) | $ 250,000.00 | $ 249,620.00 | $ 380.00 | | 2024 bond proceeds | Capital fund |
| Century Industries - Stage Trailer ($100,000 planned in 2024) | $ 92,000.00 | $ 124,386.00 | $ (32,386.00) | $ 32,386.00 | $50,000 capital levy/$42,000 grant funding | General Fund |
| Carey Lake Campground | $ - | $ 469,090.00 | $ (469,090.00) | $ 419,390.00 | Net of IRR grants/use surplus from parking lot next line and T/I balance | General Fund |
| Carey Lake Road Rehab | $ 225,000.00 | $ 175,300.00 | $ 49,700.00 | $ 188,340.00 | $36,660 capital levy/$188,340 M.E. | M.E. Fund |
| Mineview | | $ 494,078.45 | | | funded with legacy grant, IRRRB grant, donations | |
| Memorial Building Scoreboard | $ - | $ 367,784.33 | $ (367,784.33) | $ 367,784.33 | T/I from MB capital fund | Fund 430 |
| Library Tech Hub Design/ADA bathroroms ($100K carryover + $500K grant) | $ 600,000.00 | $ 20,520.00 | $ 579,480.00 | | Tech Hub grant + $100,000 carryover of capital funds | |
| Columbarium Niche | $ 18,576.00 | $ 19,761.50 | $ (1,185.50) | | Use capital fund - fund balance | Capital |
| Cemetery Equipment - Snowblower | $ - | $ 12,250.00 | $ (12,250.00) | $ 12,250.00 | Approved using surplus funds | General Fund |
| | $ 3,880,060.18 | $ 5,609,880.98 | $ (1,235,742.35) | $ 2,814,157.67 | | |

## 2025 BUDGET ADJUSTMENTS

| | General Fund | Original Budget | Budget Adj | Current Budget | Actual | Notes |
|---|---|---|---|---|---|---|
| 31-1010 | CURRENT ADVALOREM TAX | $ (6,616,867.00) | $ 2,081,300.00 | $ (4,535,567.00) | $ (4,534,502.45) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1020 | DELINQUENT AD VALOREM TAX | $ - | $ (176,000.00) | $ (176,000.00) | $ (176,040.24) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1025 | FISCAL DISPARITY TAX | $ - | $ (1,023,200.00) | $ (1,023,200.00) | $ (1,023,228.40) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1030 | MOBILE HOME TAX | $ - | $ (6,250.00) | $ (6,250.00) | $ (6,278.22) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1060 | UNMINED TACONITE | $ - | $ (8,500.00) | $ (8,500.00) | $ (8,563.18) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1065 | SEVERED MINERAL | $ - | $ (8,000.00) | $ (8,000.00) | $ (8,078.19) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1067 | MINERAL RENT & ROYALTY | $ - | $ (25,000.00) | $ (25,000.00) | $ (400,558.98) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1070 | IN LIEU OF TAX | $ - | $ (10,350.00) | $ (10,350.00) | $ (10,389.18) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1900 | PENALTIES & INT DELINQ TAX | $ - | $ (5,000.00) | $ (5,000.00) | $ (5,774.78) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3406 | TACONITE HOMESTEAD CREDIT | $ - | $ (819,000.00) | $ (819,000.00) | $ (819,190.53) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3408 | TACONITE MUNICIPAL AID | $ (1,798,119.00) | $ 104,500.00 | $ (1,693,619.00) | $ (1,678,296.00) | AID LESS THAN ESTIMATED/OFFSET WITH EXCESS SCHL AID |
| 33-3411 | TAC SCH REPLMT/EXCESS SCH AID | $ - | $ (104,500.00) | $ (104,500.00) | $ (104,504.00) | AID LESS THAN ESTIMATED/OFFSET WITH EXCESS SCHL AID |
| 33-3436 | IRRRB GRANTS | $ (40,000.00) | $ 5,000.00 | $ (35,000.00) | $ (34,065.00) | ADJUSTED IRRRB REVENUE BUDGET B/C LESS DEMO WAS COMPLETED - SEE BLDG & HSG DEMO BUDGET. |
| 34-4205 | PUBLIC SAFETY AMBULANCE REV | $ (2,000,000.00) | $ (100,400.00) | $ (2,100,400.00) | $ (2,288,901.75) | INCREASED FOR ADD'L RUNS DONE IN '25 & TO OFFSET AMB OT |
| 34-4950 | MUNICIPAL GOLF COURSE | $ (96,200.00) | $ (15,800.00) | $ (112,000.00) | $ (146,802.76) | OFFSET INCREASES PROF SVC FEE FOR GOLF COURSE OPERATION BY INC. REVENUE |
| 41-1110-430 | MISCELLANEOUS | $ 30,000.00 | $ 3,500.00 | $ 33,500.00 | $ 38,003.12 | MOVE CLERK OP. SAVINGS TO MAYOR & COUNCIL FOR INCREASED MEMBERSHIP DUES |
| 41-1400-300 | PROFESSIONAL SERVICES | $ - | $ 3,000.00 | $ 3,000.00 | $ 3,575.00 | MOVED CLERK OP. SAVINGS TO ELECTIONS FOR SOFTWARE LICENSES |
| 41-1425-300 | PROFESSIONAL SERVICES | $ 34,000.00 | $ (17,600.00) | $ 16,400.00 | $ 7,927.06 | MOVE OP. SVNGS TO: 1400 FOR SOFTWARE LICENSES; 1110 FOR INCRSD MMBRSHIP DUES; 1610 FOR INCRSD PROF FEES |
| 41-1500-300 | PROFESSIONAL SERVICES | $ 31,500.00 | $ (10,700.00) | $ 20,800.00 | $ 2,304.12 | MOVE OP. SAVINGS TO: ACCOUNTING/AUDITING FOR INCREASED PROF. FEES; BUS TRANSIT FOR PROF. FEES & WAGES |
| 41-1530-300 | PROFESSIONAL SERVICES | $ 56,900.00 | $ 9,100.00 | $ 66,000.00 | $ 65,924.00 | MOVE FINANCE OP. SAVINGS TO ACCOUNTING/AUDITING FOR INCREASED PROF. FEES |
| 41-1610-300 | PROFESSIONAL SERVICES | $ 175,000.00 | $ 11,100.00 | $ 186,100.00 | $ 186,627.40 | MOVE CLERK OP. SAVINGS TO LEGAL FOR INCREASED PROF FEES |
| 41-1800-300 | PROFESSIONAL SERVICES | $ 75,150.00 | $ 8,000.00 | $ 83,150.00 | $ 86,148.30 | MOVE DATA PROCESSING OP. SVNGS TO HR FOR INCREASED PROF. FEES FOR NEGOTIATIONS |
| 41-1910-490 | BUILDING DEMOLITION | $ 70,000.00 | $ (5,000.00) | $ 65,000.00 | $ 45,826.95 | ADJUSTED IRRRB REVENUE BUDGET B/C LESS DEMO WAS COMPLETED - SEE BLDG & HSG DEMO BUDGET. |
| 41-1920-301 | HOSTED SERVER SERVICES | $ 42,000.00 | $ (8,000.00) | $ 34,000.00 | $ 3,327.49 | MOVE OP. SVNGS TO HR FOR INCREASED PROF. FEES FOR NEGOTIATIONS |
| 42-2100-101 | SALARIES | $ 2,714,641.00 | $ (67,000.00) | $ 2,647,641.00 | $ 2,631,210.40 | MOVE SALARIES TO OVERTIME SINCE SHORT STAFFED |
| 42-2100-102 | OVERTIME | $ 264,226.00 | $ 67,000.00 | $ 331,226.00 | $ 331,365.38 | MOVE SALARIES TO OVERTIME SINCE SHORT STAFFED |
| 42-2101-104 | TEMP SALARIES | $ - | $ 49,000.00 | $ 49,000.00 | $ 49,460.00 | ALLOCATE CODE ENF MED. INS. SAVINGS TO ANIMAL SHLTR FOR NEW HIB ANIMAL INTAKE WAGES |
| 42-2101-302 | PROF SVCS - VETS | $ 5,000.00 | $ 37,500.00 | $ 42,500.00 | $ 65,708.54 | MOVED CODE ENF OPERATING SAVINGS TO ANIMAL SHLTR FOR INCREASED VET SVCS |
| 42-2210-101 | SALARIES | $ 327,925.00 | $ 12,300.00 | $ 340,225.00 | $ 354,931.31 | MOVE POC SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2210-102 | OVERTIME | $ 100,000.00 | $ 63,000.00 | $ 163,000.00 | $ 163,087.82 | MOVE POC SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-101 | SALARIES | $ 35,000.00 | $ (14,000.00) | $ 21,000.00 | $ 20,882.00 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-102 | OVERTIME | $ 3,000.00 | $ (3,000.00) | $ - | $ - | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-122 | FICA CONTRIBUTIONS | $ 4,000.00 | $ (2,400.00) | $ 1,600.00 | $ 1,596.77 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-220 | REPAIR & MAINT SUPPLIES | $ 15,000.00 | $ (10,500.00) | $ 4,500.00 | $ 4,462.54 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-240 | SMALL TOOLS/MINOR EQUIP | $ 35,000.00 | $ (30,000.00) | $ 5,000.00 | $ 4,020.39 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-330 | TRAVEL/TRAINING | $ 12,000.00 | $ (7,800.00) | $ 4,200.00 | $ 4,117.75 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2211-400 | REPAIR & MAINT LABOR | $ 9,000.00 | $ (7,600.00) | $ 1,400.00 | $ 1,340.54 | MOVE SAVINGS TO FIRE & AMB DEPTS FOR INCREASED WAGES DUE TO UNEXPECTED STAFF LEAVE TIME |
| 42-2400-101 | SALARIES | $ 87,443.00 | $ (25,000.00) | $ 62,443.00 | $ 62,241.07 | MOVE SAVINGS TO ANIMAL SHLTR FOR INCREASED VET SVCS |
| 42-2400-130 | EMPLOYEE INSURANCE | $ 50,624.00 | $ (49,000.00) | $ 1,624.00 | $ 919.12 | MOVE SAVINGS TO ANIMAL SHLTR FOR NEW HIB ANIMAL INTAKE WAGES |
| 42-2400-220 | REPAIR & MAINT SUPPLIES | $ 1,500.00 | $ (1,500.00) | $ - | $ - | MOVE SAVINGS TO ANIMAL SHLTR FOR INCREASED VET SVCS |
| 42-2400-240 | SMALL TOOLS/MINOR EQUIP | $ 6,000.00 | $ (6,000.00) | $ - | $ - | MOVE SAVINGS TO ANIMAL SHLTR FOR INCREASED VET SVCS |
| 42-2400-300 | PROFESSIONAL SERVICES | $ 5,000.00 | $ (5,000.00) | $ - | $ 3,637.50 | MOVE SAVINGS TO ANIMAL SHLTR FOR INCREASED VET SVCS |
| 43-3100-104 | TEMPORARY SALARIES | $ - | $ 15,360.00 | $ 15,360.00 | $ 13,787.25 | ALLOCATE 2 STUDENTS FROM CEMETERY'S BUDGETED 6 STUDENTS |
| 44-4100-102 | OVERTIME | $ 250,000.00 | $ 100,400.00 | $ 350,400.00 | $ 350,394.24 | ALLOCATE INCREASE IN AMB REVENUE - OFFSET OT COSTS |
| 45-5102-300 | PROFESSIONAL SERVICE | $ 29,420.00 | $ 15,800.00 | $ 45,220.00 | $ 45,295.31 | OFFSET INCREASES PROF SVC FEE FOR GOLF COURSE OPERATION BY INC. REVENUE |
| 45-5150-101 | SALARIES | $ 378,135.00 | $ (41,500.00) | $ 336,635.00 | $ 301,681.06 | REALLOCATE BUDGET TO CITY SERVICES |
| 45-5300-101 | CITY SVCS- SALARIES | $ - | $ 31,000.00 | $ 31,000.00 | $ 30,384.33 | REALLOCATE BUDGET TO CITY SERVICES |
| 45-5300-102 | CITY SVCS-SALARIES-OVERTIME | $ - | $ 1,000.00 | $ 1,000.00 | $ 882.12 | REALLOCATE BUDGET TO CITY SERVICES |
| 45-5300-104 | CITY SVCS-SALARIES-TEMPORAR | $ - | $ 3,000.00 | $ 3,000.00 | $ 2,690.00 | REALLOCATE BUDGET TO CITY SERVICES |
| 45-5300-121 | CITY SVCS-CONTRIB-PERA | $ - | $ 2,100.00 | $ 2,100.00 | $ 2,092.56 | REALLOCATE BUDGET TO CITY SERVICES |
| 45-5300-122 | CITY SVCS-CONTRIB-FICA | $ - | $ 2,400.00 | $ 2,400.00 | $ 2,309.93 | REALLOCATE BUDGET TO CITY SERVICES |

| | | | | | | |
|---|---|---|---|---|---|---|
| 45-5300-361 | W/C INSURANCE | $ - | $ 2,000.00 | $ 2,000.00 | $ 1,833.08 | REALLOCATE BUDGET TO CITY SERVICES |
| 48-8200-101 | BUS TRANSIT-SALARIES | $ - | $ 44.00 | $ 44.00 | $ 41.69 | REALLOCATE FINANCE BUDGET TO TRANSIT |
| 48-8200-121 | BUS TRANSIT-PERA | $ - | $ 3.00 | $ 3.00 | $ 3.13 | REALLOCATE FINANCE BUDGET TO TRANSIT |
| 48-8200-122 | BUS TRANSIT-FICA | $ - | $ 3.00 | $ 3.00 | $ 3.17 | REALLOCATE FINANCE BUDGET TO TRANSIT |
| 48-8200-300 | BUS TRANSIT-PROF FEES | $ - | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | REALLOCATE FINANCE BUDGET TO TRANSIT |
| 48-8200-430 | BUS TRANSIT-MISCELLANEOUS | $ - | $ 50.00 | $ 50.00 | $ 46.41 | REALLOCATE FINANCE BUDGET TO TRANSIT |
| 49-9010-104 | CEMETERY-SALARIES-TEMP | $ 46,080.00 | $ (15,360.00) | $ 30,720.00 | $ 26,183.00 | MOVE 2 STUDENTS TO PW'S FOR SUMMER HELP - BUDGETED 6 STUDENTS |
| | | $ (5,657,642.00) | $ - | $ (5,657,642.00) | $ (6,327,401.81) | |

| | Library Fund | Original Budget | Budget Adj | Current Budget | Actual | Notes |
|---|---|---|---|---|---|---|
| 31-1010 | CURRENT ADVALOREM TAX | $ (586,043.00) | $ 163,500.00 | $ (422,543.00) | $ (422,534.24) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1025 | FISCAL DISPARITY TAX | $ - | $ (90,600.00) | $ (90,600.00) | $ (90,625.20) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3406 | TACONITE HOMESTEAD CREDIT | $ - | $ (72,500.00) | $ (72,500.00) | $ (72,553.99) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3413 | MARKET VALUE CREDIT | $ - | $ (400.00) | $ (400.00) | $ (329.77) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 36-6247 | SMMR/WTR READING PROG DONAT | $ - | $ (9,200.00) | $ (9,200.00) | $ (13,087.37) | INCREASE READING PROG. DONATIONS SPENT |
| 36-6248 | YULETIDE FESTIVAL DONATIONS | | $ (2,065.00) | $ (2,065.00) | $ (2,065.23) | INCREASE FOR YULETIDE DONATIONS SPENT |
| 45-5501-204 | LIBRARY - COMMUNITY PROGRAMS | $ 3,000.00 | $ 2,065.00 | $ 5,065.00 | $ 6,004.85 | INCREASE FOR YULETIDE DONATIONS SPENT |
| 45-5501-205 | LIB - SUMMER/WTR READING PRG | $ 7,500.00 | $ 9,200.00 | $ 16,700.00 | $ 16,727.84 | INCREASE READING PROG. DONATIONS SPENT |
| | | $ (575,543.00) | $ - | $ (575,543.00) | $ (578,463.11) | |

| | HEDA General Fund | Original Budget | Budget Adj | Current Budget | Actual | Notes |
|---|---|---|---|---|---|---|
| 31-1010 | CURRENT ADVALOREM TAX | $ (105,177.00) | $ 29,340.00 | $ (75,837.00) | $ (75,831.03) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1025 | FISCAL DISPARITY TAX | $ - | $ (16,260.00) | $ (16,260.00) | $ (16,265.07) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3406 | TACONITE HOMESTEAD CREDIT | $ - | $ (13,020.00) | $ (13,020.00) | $ (13,021.71) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3413 | MARKET VALUE CREDIT | $ - | $ (60.00) | $ (60.00) | $ (59.19) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| | | $ (105,177.00) | $ - | $ (105,177.00) | $ (105,177.00) | |

| | Capital Fund | Original Budget | Budget Adj | Current Budget | Actual | Notes |
|---|---|---|---|---|---|---|
| 31-1010 | CURRENT REAL ESTATE | $ (1,035,236.00) | $ 288,880.00 | $ (746,356.00) | $ (746,400.26) | ALLOCATE PROPERTY TAXES TO VARIOUS TYPES |
| 31-1025 | FISCAL DISPARITY TAX | $ - | $ (160,100.00) | $ (160,100.00) | $ (160,087.85) | ALLOCATE PROPERTY TAXES TO VARIOUS TYPES |
| 33-3406 | TACONITE CREDIT | $ - | $ (128,200.00) | $ (128,200.00) | $ (128,165.36) | ALLOCATE PROPERTY TAXES TO VARIOUS TYPES |
| 33-3413 | MARKET VALUE CREDIT | $ - | $ (580.00) | $ (580.00) | $ (582.53) | ALLOCATE PROPERTY TAXES TO VARIOUS TYPES |
| | | $ (1,035,236.00) | $ - | $ (1,035,236.00) | $ (1,035,236.00) | |

| | Perm. Improv Fund | Original Budget | Budget Adj | Current Budget | Actual | Notes |
|---|---|---|---|---|---|---|
| 31-1010 | CURRENT ADVALOREM TAX | $ (1,216,243.00) | $ 339,340.00 | $ (876,903.00) | $ (876,903.48) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 31-1025 | FISCAL DISPARITY TAX | $ - | $ (188,080.00) | $ (188,080.00) | $ (188,079.68) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3406 | TACONITE HOMESTEAD CREDIT | $ - | $ (150,575.00) | $ (150,575.00) | $ (150,575.46) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| 33-3413 | MARKET VALUE CREDIT | $ - | $ (685.00) | $ (685.00) | $ (684.38) | ALLOCATE PROPERTY TAX TO VARIOUS LINE ITEMS |
| | | $ (1,216,243.00) | $ - | $ (1,216,243.00) | $ (1,216,243.00) | |

CITY OF HIBBING

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

| **ORGANIZATION INFORMATION** | | |
|---|---|---|
| **Name of Organization:** | Angel Fund | |
| **Type of Organization:** | Nonprofit 501C3 | |
| **Mailing Address:** | PO Box 114 | |
| **City, State, Zip** | Hibbing | |
| **Contact Person:** | Kelly Grinsteinner | **Daytime Phone Number:** 218-969-6768 |
| **Have you conducted other raffles this year** | Yes | If YES, What is the total amount of prizes this year, including this Raffle $13,000 |

| **GAMBLING PREMISES INFORMATION** |
|---|
| **Name of premises where gambling activity will be conducted:** Hibbing Municipal Golf Course |
| **Dates of Activity:** Saturday, June 27, 2026 |
| **Check Box or Boxes that Indicate the Type of Gambling Activity:** ☑ Raffle ☐ Other ______________ |
| **Price Per Ticket:** TBD |
| **Total value of prizes to be awarded:** TBD |
| **Types of Prizes:** Baskets, gift certificates, sports items |

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

Kelly M. Grinsteinner — 3/13/26

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: Angel Fund

Previous Gambling Permit Number: X-93911-26-030

Minnesota Tax ID Number, if any: ______

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

Mailing Address: PO Box 114

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

Name of Chief Executive Officer (CEO): Kelly Grinsteinner

CEO Daytime Phone: 218-969-6768 CEO Email: Info@angelfundrange.org

(permit will be emailed to this email address unless otherwise indicated below)

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

## NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

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

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

## GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 1524 7th Ave. E.

Check one:

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

☐ Township: ______ Zip: ______ County: ______

Date(s) of activity (for raffles, indicate the date of the drawing): June 27, 2026

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

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

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

# LG220 Application for Exempt Permit

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

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

☐ The application is acknowledged with no waiting period.

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

☐ The application is denied.

Print City Name: ______________________________

Signature of City Personnel:

______________________________

Title: 3/13/26 ____________ 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: ____________
(Signature must be CEO's signature; designee may not sign)

Print Name: Kelly Grinsteinner

## REQUIREMENTS

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

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

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

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

## MAIL APPLICATION AND ATTACHMENTS

**Mail application with:**

_____ a copy of your proof of nonprofit status; and

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

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

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

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

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

*An equal opportunity employer*

| 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:<br>• gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);<br>• advertising;<br>• printing raffle tickets; or<br>• any services or goods that are directly related to the conduct of your gambling.<br><br>**Charitable contributions -** Gambling funds may be spent for the following charitable contributions (lawful purpose):<br>• to or by 501(c)(3) organization and 501(c)(4) festival organizations;<br>• relieving the effects of poverty, homelessness, or disability;<br>• problem gambling programs approved by the Minnesota Department of Human Services;<br>• public or private nonprofit school;<br>• 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);<br>• church;<br>• recognition of military service (open to public) or active military personnel in need;<br>• activities and facilities benefiting youth under age 21;<br>• citizen monitoring of surface water quality, with data submitted to Minnesota PCA;<br>• unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);<br>• wildlife management projects or activities that benefit the public-at-large, with DNR approval;<br>• grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;<br>• supplies and materials for DNR training and educational programs;<br>• nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;<br>• community arts organizations or programs;<br>• humanitarian service recognizing volunteerism or philanthropy; and<br>• 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.<br>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.<br>3. **Government -** An expenditure may not be made for:<br>• influencing the nomination or election of a candidate for public office;<br>• promoting or defeating a ballot question; or<br>• any activity intended to influence an election or a governmental decision-making process.<br>4. **Law enforcement -** A direct contribution may not be made to a law enforcement or prosecutorial agency.<br>5. **Pension -** A contribution may not be made to a government pension or retirement fund, such as a fire relief association.<br>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 Corpo-ration Act, Minnesota Statutes, Section 317A.255.<br>7. **Alcohol -** An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.<br>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.<br>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.<br>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. |

MINNESOTA GAMBLING CONTROL BOARD

# 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) |

7/23

WIDSETH SMITH NOLTING & ASSOC., INC.
216 S MAIN ST
CROOKSTON, MN 56716
T. 218-281-6522

# INVOICE

Light **After Loss MN**
PO Box 85
Hibbing, MN 55746

| | |
|---|---|
| Invoice Number: | 242786 |
| Date: | December 30, 2025 |
| Project Number: | 2025-10487 |

Light After Loss

For Professional Services Rendered Through: December 12, 2025

## Fee Services

| | Contract Amount | Percent Complete | Fee Earned | Prior Billings | Current Billings | |
|---|---|---|---|---|---|---|
| Survey | $2,195.00 | 100.00 | $2,195.00 | $0.00 | $2,195.00 | |
| Construction Documents | $26,310.00 | 0.00 | $0.00 | $0.00 | $0.00 | |
| | $28,505.00 | | $2,195.00 | $0.00 | $2,195.00 | |
| | | | | | | $2,195.00 |

**Invoice Total** **$2,195.00**

CITY OF HIBBING

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

| **ORGANIZATION INFORMATION** | | |
|---|---|---|
| **Name of Organization:** | PEO | |
| **Type of Organization:** | philanthropic raising $ for scholarship | |
| **Mailing Address:** | 38569 N Sugar Lake Rd | |
| **City, State, Zip** | Cohasset MN 55721 | |
| **Contact Person:** | Cindy Hilliguss | **Daytime Phone Number:** 218-290-9710 |
| **Have you conducted other raffles this year** | 0 | 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:** St James Episcopal Church |
| **Dates of Activity:** May 5 2026 |
| **Check Box or Boxes that Indicate the Type of Gambling Activity:**<br>☒ Raffle ☐ Other ____ |
| **Price Per Ticket:** 6 for $5 |
| **Total value of prizes to be awarded:** ≈ $300 |
| **Types of Prizes:** raffle baskets, food, crafts |

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.

Cindy Hilliguss — Organization Representative

3/10/26 — Date

☒ **Registered as Excluded Raffle**

☐ **Send to Council for Approval**

# NATIONAL BANK OF COMMERCE

## MASTER CASH MANAGEMENT AGREEMENT

This Master Cash Management Agreement between National Bank of Commerce ("Bank," "our," "us," or "we") and you or anyone authorized by you (collectively, "Company," "you," "your," "yours") to provide the service described in this Agreement. This Agreement, including any applicable Service Agreement, the National Bank of Commerce NetTeller Agreement & Disclosure and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of cash management services to you or anyone authorized by you and describes your and our rights, responsibilities and obligations. By signing this Master Agreement and/or using one or more of the Services, Company agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Company has selected. Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to review the Agreement and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Service Agreement or otherwise prescribed by Bank. In the event of a conflict between the terms of this Master Agreement and those of any Service Agreement, or User Guide, the terms of the Service Agreement, as applicable, shall govern and control with respect to the Service at issue. In order to activate this Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Master Agreement.

**"Account" or "Accounts"** means one or more checking, savings, money market deposit or loan account that you have with us for commercial use. Accounts may include accounts of your Affiliates as provided for in Article IV Section G.

**"Account Access"** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**"Account Agreement"** means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**"Affiliate" or "Affiliates"** means a company or companies in which Company or Company's parent company has direct or indirect majority ownership.
"**Business Day(s**)" means Monday through Friday Central Time. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**"Deposit Account Agreement"** has the meaning provided in Article X Section G.

"**Electronic**" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"**CT**" or "**Central Time**" means Central Time, either Standard or Daylight, as applicable.

"**Funds transfer**" or "**Transfer**" means a transfer of funds, initiated through Online Service, from one eligible account to another.

**"Online Service"** or "**Online Business Services**" means the service(s) described in the Master Agreement or as set forth in the National Bank of Commerce NetTeller Agreement & Disclosure.

**"Password"** means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Services.

**"Payee"** means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using the Online Services.

"**PC**" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of the Online Services.

"**Transfer Day**" means Monday - Friday, to 5:00 p.m., Central Time. Holidays are not included.

"**User Guide**" or "**Operating Instructions**" means the document(s) provided by Bank to Company in conjunction with a specific Service selected by Company that further defines the Service or any requirements related to the Service.

Other definitions may be set forth elsewhere in this Master Agreement.

II. Setup and Use of Online Access Services. In addition to the National Bank of Commerce NetTeller Agreement & Disclosure, the following terms supplement the setup and use of the Online Service.

A. Eligibility.

1. To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must have at least one eligible deposit or loan account with us. If you have more than one Account or other relationship with us, we will "link" the relationships together upon your request. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. You must designate a User ID and Password which will be required to gain access to the Service, in addition to other security procedures. Prior to your first use of the Online Service, the Bank will assign you a User ID and Password (the User ID and Password collectively are referred to as the "Access Codes"), required to gain access to the Online Service. The Online Service system will ask you to change your Password the first time that you use the system.

2. "**Eligible Accounts**" include the following:

   a. Checking (Demand Deposit) Accounts
   b. Savings Accounts
   c. Money Market Accounts
   d. Loans
   e. Certificates of Deposit

B. Security Procedure.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

1. You agree to comply with the "Security Procedures," including any other Security Procedures that Bank directs you to use, either by written notice, posting on Bank's website or other electronic means, or any other way the Bank deems appropriate, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Master Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2. You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Bank will provide Company's designated Administrator, through United States postal mail and/or other delivery service selected by Bank at Bank's option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Company understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Company will be required to use the Security Device each time it accesses the Services. Company acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Company to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Company, including but not limited to this Master Agreement.

3. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Administrators and Users. You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a Password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, by calling the applicable referenced number indicated at the top of this Master Agreement, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to an authorized person(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or

expenses, including but not limited to attorney's fees, caused by your, your employees', or agents' failure to keep the Security Procedures or Security Device confidential and secure.

4. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

5. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

6. Additional Security Procedures are provided for your protection and meet or exceed the standards for multifactor authentication. Please refer to our Security Statement which may be obtained through the Online Business Service.

C. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Master Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of the Online Service after the effective date of such changes will constitute your consent to the changes.

D. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and or Software. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

III. Online Services.

A. Products and Services Offered.

Business customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Obtain Account balances. Your account balance is generally current as of 8:00 a.m. Central Time of each Business Day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts over the previous thirty (30) days.
5. Request copies of Checks drawn on your Account(s).
6. Access various reports regarding your account information.
7. *Originate ACH entries.
8. *Subscribe to and use Positive Pay Services.
9. *Subscribe to and use Lockbox Services.
10. *Submit Wire Transfers.
11. *Make Payments to a Payee from your Account(s) (Bill Payment Service).

*You must execute the applicable Service Agreements to use these services.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.



B. Additional Services. Additional services may be included in an update to the Master Agreement or in other separate agreements to notify you of the existence of any new services available through the Online Service. Information about new services may be obtained from our website at www.nbofc.com. Not all of the products or services described on the Bank's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

C. Restrictions; Limits. In most cases you may use the Online Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Service account access, restrict Online Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

D. Vendor(s). You acknowledge and agree that the Service is provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

IV. Additional Information about the Services.

A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process Transfers. Payments will typically be deducted from your Account on the Business Day following the Business Day on which you instruct us to process the Payment. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

B. Processing Fund Transfers.

We can process a Transfer until 5:00 p.m. Central Time on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you or your Affiliates have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

C. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement period. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement period. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling the Online Banking Department (see Article X, Section F). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

F. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through the Online Service on the same Business Day as an Online Service transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Service transfer to be made, then the electronic funds transfer will have priority and the Online Service transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

G. Access to Affiliate Accounts.

1. Bank, in its discretion, may permit Company to add Accounts of its Affiliates to the Service. Any Affiliate Accounts added to the Service will be linked together with your Accounts and you will be able to access and utilize the Service in connection with such Affiliate Accounts.

2. Bank will only permit such account linkage where the Affiliate becomes a party to this Agreement and executes any and all agreements, authorizations, and/or other documentation as Bank requires from time to time. Any Affiliate whose Account(s) is/are added to the Service will be deemed a Company of the Online Service and this Agreement will be collectively applicable to you and Affiliate.

3. You represent and warrant to Bank that if Accounts held under different tax IDs are linked, the representative executing the Business Registration Form is authorized to designate all such Accounts as accounts to be accessible through the Service included on the Business Registration Form and that no Account included on the Business Registration Form for common access is restricted from such common access by any provisions of Company's and/or Affiliate's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each service provided for the Accounts by the Online Service has been duly and legally authorized by You and each Affiliate. Where accounts held under different tax identification numbers are requested to be linked, You acknowledge that Bank shall rely on the Security Procedure to determine authority of one Affiliate to transfer funds or conduct other transactions effecting Accounts of other Affiliates. You acknowledge that you are responsible for determining any limitations on access to your or Affiliate's Accounts by your officers, employees, or other designated representatives.

4. Where Bank permits linkage between Affiliate Accounts, you and the applicable Affiliates shall, jointly and severally direct Bank and authorize it: (a) to provide complete access by you to Affiliate's account(s) as designated in the Business Registration Form, and (b) to recognize, accept and effectuate any and all transactions initiated through the Service available under this Agreement, by you, with respect to Affiliates' Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. Bank shall not otherwise be deemed to have any knowledge of any agreement or provisions of any agreement that may exist between you and your Affiliates respecting such banking or other matters, nor any of yours or Affiliates' respective duties thereunder.

5. By entering into this Agreement, you represent and warrant to Bank that (i) you have fully advised the appropriate owners, officers, and other personnel of any applicable Affiliate regarding the terms hereof, including, among other things, terms and conditions relating to your rights and obligations with respect to account linkage matters and with respect to the Affiliate's joint and several obligations hereunder relating to such transactions; (ii) Affiliate fully agrees to be bound by the terms hereof in respect of its accounts, including, among other things, the charging of fees to its Accounts as described in this Agreement; (iii) Affiliate has, or at the appropriate time shall have, assumed all obligations and risks assumed by you pursuant to the terms of this Agreement with respect to transactions affecting Affiliate's Accounts, in the same manner as if Affiliate had entered into this Master Agreement directly and directly caused such transactions to occur.

Bank shall have no responsibility with respect to the application of funds by you, and Bank's obligations with respect to such Account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

6. Monthly maintenance fees for use of the Services shall be charged to your Account. All transaction fees and charges incurred for specific transactions and services by Affiliates executed using the Services shall be charged to the applicable Account.

7. You and Affiliate, jointly and severally, hold Bank harmless and indemnify Bank for any loss, damage, injury, assessment, judgment or liability, suffered or incurred by Bank, and for any claim, proceeding, action or cause of action brought against Bank (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with, Bank permitting access by you to Affiliate's Accounts and any transactions effected by you through this Agreement.

8. Your authorization for Bank to perform Services for or with Affiliates in this Section G shall be for an indefinite term and shall continue until terminated as provided herein. This authorization may be terminated by either party, at any time, in their sole discretion, upon written notice to the other parties. Notice of termination initiated by Bank shall be effective upon receipt by you and Affiliate. Notice of termination initiated by Company or Affiliate, shall be effective five (5) business days after receipt, and written

acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate the termination. Bank shall be authorized to continue to rely upon the representations made herein by Company and Affiliate, and may continue to provide access by Company to Affiliate's accounts and process transactions, until notice of termination initiated by either Company or Affiliate is received and acknowledged as provided above.

9. If the accounts of more than one business entity are linked together, the delivery of notices, documents and correspondence to you in connection with the Service shall be deemed to be delivered to all entities.



V. Limitations. Your use of these Services is subject to the following limitations:

A. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

B. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

C. Foreign transactions.

No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Master Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

VI. Parties' Responsibilities.

A. Your Responsibility.

1. Physical and Electronic Security.

i. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

ii. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

iii. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User ID or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Article X Section F during a Business Day.

3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

4. Required Deposit Balance.

You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

5. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Service Agreement and the Operating

Instructions.

6. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Service Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Master Agreement or any applicable Service Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

7. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Master Agreement or any applicable Service Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

8. Payment for Services.

You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Master Agreement or any applicable Service Agreement. Depending on which Online Service(s) you subscribe to, you will be charged the applicable Online Service fees as set forth in our General Information and Fee Schedule which you can be obtain by contacting the Bank and are hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use the Online Service.

The Bank may change or add any fees for the Online Service by the procedures outlined in Article IX for amending this Master Agreement. Fees charged for the Online Service under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.

You authorize the Bank to deduct all applicable Monthly Fees from any Account listed on the Business Registration Form, attached hereto as Exhibit "A," regardless of whether any such Account is owned by you or an Affiliate. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement and applicable Service Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

9. Remotely Created Checks.

If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

10. Use of Services.

You will use the Online Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

11. Minimum Balance.

You agree to maintain a minimum collected balance in the amount and account specified if required to do so from time to time by Bank in its sole discretion.

12. Prohibited Transactions.

Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Company being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the Online Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

B. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Online Services under this Master Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owes to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Master Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your account(s) or the Online Services rendered by Bank under this Master Agreement and any applicable Service Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Online Services as result of:

1. Access.

We will not be liable under this Master Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Online Services due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Online Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your internet browser (e.g., Google Chrome ®, Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Services.

3. Any Transaction or instruction that: (a) exceeds your collected and available funds on deposit with the Bank; (b) is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by you; (d) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Master Agreement and any applicable Service Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

VII. Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Master Agreement is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Online Service provided under this Master Agreement all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Online Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Master Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Online Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of the your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Master Agreement or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

VIII. Termination.

Either you or the Bank may terminate this Master Agreement, any applicable Service Agreement, and your Online Service subscription at any time upon giving at least ten (10) days prior written notice of the termination to the other party. If you terminate the Online Service, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of the Online Service, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

Notwithstanding the foregoing, Bank may immediately terminate this Master Agreement and/or any applicable Service Agreement without notice if, (a) you or we close your Accounts(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Online Service or Bank believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Service Agreement is not terminated.

Bank's election to terminate this Master Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Online Service under this Master Agreement and/or any applicable Service Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Master Agreement and/or any applicable Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Master Agreement and/or any applicable Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Service Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Master Agreement and/or applicable Service Agreement, and (ii) you shall have no further right to make use of the Online Service or any system or software which may have been provided in connection with the Online Service.

IX. Changes in Terms and other Amendments.

The Bank may amend the terms of this Master Agreement and any applicable Service Agreement alter, change, or modify the Online Services provided under the terms of this Master Agreement and any applicable Service Agreement (including the fees and charges for Online Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Online Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

X. Other Provisions.

A. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Online Services or your Accounts by e-mail or other appropriate electronic means in accordance with Bank's Electronic Statement Delivery Authorization and Master Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Article X, Section F.

B. Hours of Operation.

Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, by calling the number provided in Article X, Section F.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Business Online sites are the trademarks, service marks or logos of Bank, or others as indicated.

D. Web-linking Practices

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

E. Geographic Restrictions.

The Services described in this Master Agreement and any application for credit, and deposit services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Online Services outside the United States of America.

F. Contact Information.

In case of questions about your electronic transactions contact customer service at:

National Bank of Commerce
Attn: eServices Department
1127 Tower Avenue
Superior, WI 54880
Phone: (715) 394-5531
Fax us at : (715) 398-7664

G. Notices, Instructions, Etc.

1. Except as otherwise provided in this Master Agreement or any applicable Service Agreement, the Bank shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
1. The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.
2. Except as otherwise provided in this Master Agreement or any applicable Service Agreement (including, without limitation, the Electronic Notice provisions of Section X. A.), any written notice or other written communication required or permitted to be given under this Master Agreement or any

applicable Service Agreement shall be delivered or sent by U.S. mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the address provided in Section X. G. unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notice shall be deemed given when received.

H. Deposit Account Agreement. You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Online Services offered by Bank and that all transactions and Online Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Online Service provided by Bank.



I. Effective Dates.

The effective date of this Master Agreement and any applicable Service Agreement shall be the date the Agreement is accepted by Bank after being executed by you.

J. Internet Disclaimer.

For any Online Service(s) described in the Master Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

K. Limitation of Liability.

1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ONLINE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE ONLINE SERVICES ARE PROVIDED BY BANK ON AN

"AS IS" BASIS.

4. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

L. Compliance With Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

M. Relationship of Parties.

Company and Bank acknowledge and agree that the relationship between Bank and Company is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

N. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Online Service or to perform any other obligations under this Master Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

O. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

P. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Service Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Online Services performed in connection with this Master Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

Q. **ARBITRATION AND WAIVER OF JURY TRIAL.**

**YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALLY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES ("THE ARBITRATION RULES"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS MASTER AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER**

**AGREEMENT OR ANY SERVICE AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SUPERIOR, WISCONSIN, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.**



R. Governing Law.

These terms and conditions of this Master Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions and without regard to your state of residence.

S. Enforcement.

In the event a dispute arises either directly or indirectly, under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in Superior, Wisconsin. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

T. Attorneys' Fees.

In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled

U. Use of Trademarks.

Company may not use Bank's name or trademarks without the express written consent of Bank. If Company is permitted to use any of Bank's name, trademarks or promotional materials, Company will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Company's goods or services.

V. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Master Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.

2. Severability. The holding of any provision of this Master Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Service Agreement, which shall remain in full force and effect.

3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Service Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

4. Binding Effect. This Master Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

5. Entire Agreement. This Master Agreement and any applicable Service Agreement constitute the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged

into this Master Agreement.

6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Service Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Master Agreement and any applicable Service Agreement to a company affiliated with the Bank or to any other party.

IN WITNESS WHEREOF the parties hereto have caused this Business Online Banking and Master Cash Management Agreement to be executed by their duly authorized officers as of the date set forth below their signatures.

| | |
|---|---|
| City of Hibbing | **National Bank of Commerce** |
| Customer | Bank |
| | |
| By | By |
| | Treasury Management Sales |
| Title | Title |
| | |
| Date | Date |

**EXHIBIT A**
**National Bank of Commerce Online Business Registration Form**

Business Name: City of Hibbing

Daytime Phone: ______________________

Primary Contact: ______________________

Business Mailing Address: ______________________

City, State, Zip: ______________________

E-mail Address: ______________________

**NATIONAL BANK OF COMMERCE**
**ACH ORIGINATION AGREEMENT**

This *ACH Origination Service Agreement* (as amended and/or supplemented, this "**Agreement**") is made and entered into on the date this Agreement is executed by National Bank of Commerce ("**Bank,**" "**we,**" "**our,**" "**ours,**" "**us**") and the company executing this Agreement and identified below (collectively, "**Company,**" "**you,**" "**your,**" "**yours**"). This Agreement, including the Master Cash Management Agreement, the National Bank of Commerce NetTeller Agreement & Disclosure, and other instructions and the terms and conditions relating to Services outlined herein ("Services") sets forth your and our rights, responsibilities and obligations of your use of the Services (collectively, this "**Master Agreement**"). By signing this Agreement, Company agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement. Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to review the Agreement and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, the Master Agreement or otherwise prescribed by Bank. All of the terms and provisions of the Master Agreement are hereby incorporated by reference and are made a part of this Agreement to the same extent as if those terms and provisions were contained herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code (the "**UCC**"), the Master Agreement, and/or the Depository Agreement, the provisions of this Agreement shall prevail. Bank offers the Service under this Agreement only in association with one or more deposit accounts maintained by Company at Bank. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether now or in the future) that govern any account maintained by Company at Bank (whether now or in the future) or any other Bank services utilized by Company (whether now or in the future).

Company authorizes Bank to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the Automated Clearing House Network ("**ACH**") pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("**NACHA**") and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (collectively, the "**Rules**"), and Bank is willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code ("**UCC**"), the Master Agreement, and/or the Depository Agreement, the provisions of this Agreement shall prevail. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Rules. The term "**Entry**" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each Entry.

**AGREEMENT**

1. **COMPLIANCE WITH RULES AND LAWS.** Company acknowledges receipt of a copy or has access to a copy of the Rules. Company agrees to be bound by and comply with the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Company with any fines incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

2. **CREDIT APPROVAL.** In utilizing the Automated Clearing House Network in performance of this Agreement, Bank must make certain warranties on behalf of Company. Specifically, Bank is charged with assuring the financial soundness of Company to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Bank may also assign Company

a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("ACH Processing Limit"). Company acknowledges that the ACH Processing Limit is solely for the protection of Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative.



3. **SECURITY INTEREST.** To secure the payment and performance of Company's obligations set forth herein, Company grants to Bank a security interest in and pledges and assigns to Bank all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Bank under this Agreement or any other obligation of Company to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

4. **COMPANY REPRESENTATIVE AUTHORIZED TO EXECUTE AGREEMENT AND TO REQUEST BANK TO PROVIDE SERVICES.** (a) by one or more written resolutions acceptable to the Bank and certified by Company in accordance with Exhibit 1 hereto, Company shall designate those individuals (herein referred to as "Signatory Company Representative(s)") who shall be authorized on behalf of Company to execute and deliver to the Bank this Agreement (including the appendices and exhibits to this Agreement), any modifications hereto and any other documents and notices described herein, and (b) such Signatory Company Representative(s) shall designate, on Exhibit 2 hereto, one or more "Authorized Company Representative" as the representative(s) of Company authorized to initiate debit and credit Entries. Designation of Authorized Company Representative(s) may be altered or revoked from time to time upon written notice to the Bank from any Signatory Company Representative, provided that the Bank may, in its sole discretion, act upon verbal notice of revocation which the Bank reasonably believes to be from any Signatory Company Representative, which revocation shall later be confirmed in writing by a Signatory Company Representative. Although Bank is only required to act upon the instructions of the Authorized Company Representatives(s), the Bank may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Company to sign checks on Company accounts. The signature cards establishing the authorized signatories for Company deposit accounts are hereby incorporated by reference and made a part hereof.

5. **TRANSMITTAL OF ENTRIES BY COMPANY**. Company or Authorized Company Representative(s) shall initiate debit or credit Entries selected in Exhibit 3. Notwithstanding the provisions contained in Section 4 of this Agreement, Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 7 of this Agreement and required to initiate Entries under this Agreement, to be an Authorized Company Representative. Company or Authorized Company Representative(s) shall transmit or deliver Entries to Bank in computer readable form to the locations(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be delivered or transmitted to Bank's designated location not later than the time and the number of days prior to the Effective Date specified in the Processing Schedule attached hereto and made a part hereof as Exhibit 4. Upon transmittal, the company shall notify the bank through fax or email the name, amount, and number of transactions for each file. For the purposes of this Agreement, "Business Day" means Monday through Friday when the Bank is open to the public for carrying on substantially all of its business, excluding certain federal holidays and the "Settlement Date" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Company. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Bank on any one Business Day shall not exceed the limit set forth in Exhibit 5 to this Agreement. Company may not reinitiate entries except as prescribed by the Rules.

6. **THIRD PARTY SERVICE PROVIDERS.** Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("**Service Provider**"). Company agrees not to use a Service Provider to transmit files to Bank without first entering into Bank's Third Party Service Provider Agreement. If Company uses Service Provider to transmit Files to Bank and Company and Service Provider have not entered into a Third Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for

any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to enter Bank approved transactions into the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Service Provider Agreement"). All of Company's obligations and responsibilities under this Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Bank's request, Company will provide to Bank a true and exact copy of such agreement. Company shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

7. **SECURITY PROCEDURES.**

(a) The Company shall comply with the "Security Procedures" described in Exhibit 6 attached hereto and made a part hereof, and Company acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Company authorizes Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Company has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Company Representative(s) and until Bank has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with Bank, and Company agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Company's written signature in authorizing Bank to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Company Authorized Representatives, to the fullest extent allowed by law. Company further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Company and that Company bears the sole responsibility for detecting and preventing such error.

(b) Company agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Authorized Company Representative(s). Company agrees to instruct each Authorized Company Representative not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Upon the request of Bank, Company shall designate a system administrator to whom Bank may distribute Security Devices and with whom Bank may otherwise communicate regarding Security Procedures. Company's system administrator shall have responsibility to distribute Security Devices to Authorized Company Representative(s) and to ensure the proper implementation and use of the Security Procedures by Authorized Company Representative(s). Where Company has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Company agrees to change Security Devices frequently in order to ensure the security of the Security Device. Company agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Company believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Company Representative(s) or if Company believes that any ACH transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Company a

new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Company or any third party for any delay in taking such actions.
(c) Company agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Authorized Company Representative(s) shall change or be revoked. Company shall recover and return to Bank any Security Devices in the possession of any Authorized Company Representative(s) whose authority to have the Security Device has been revoked.
(d) Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Company reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Company if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

8. **PHYSICAL AND ELECTRONIC SECURITY**.
(a) Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Company's own discretion and risk, and Bank is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems.
(b) Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Company agrees to educate Authorized Company Representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Company acknowledges that Bank will never contact Company by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to Company. In the event Company receives an e-mail or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company agrees that neither Company nor its Authorized Company Representative(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or internet fraud.
(c) In the event of a breach of the Security Procedure, Company agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Company further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist Bank shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Company or who obtained information facilitating the breach of the Security Procedure from Company and not from a source controlled by Bank.

9. **INTERNATIONAL ACH TRANSACTIONS (IAT)**. Company shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Company:
(a) IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Company.

(b) In the event of a returned IAT Entry, consumer payments will be credited to Company at the originated U.S. dollar amount; corporate payments will be credited to Company at the exchange rate determined by Bank's processor at the time of return.
(c) In the event of an error in an Entry or duplicate entries, Company acknowledges and agrees that Company shall be liable for any and all losses caused by and a direct or indirect result form the error or duplicate Entry.
(d) Company shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Company hereby agrees to abide by all of the Rules related to IAT Entries.
(e) Company agrees that in the case of a non-Consumer Account, Company shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
(f) Company acknowledges that it has reviewed and understands the Subsection of the Rules entitled "Exceptions for Outbound IAT Entries" and Company understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Company further acknowledges that Company understands how such laws, regulations and rules differ from the Rules.
(g) Company hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Company's origination of an IAT Entry.

10. **DEBIT ENTRIES; RECORDS RETENTION.** Company shall obtain an authorization ("Authorization Agreement") from the person or entity whose account will be debited as the result of a debit Entry initiated by Company and Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

11. **PROCESSING, TRANSMITTAL AND SETTLEMENT BY BANK.** Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall

    a. (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an Originating Depository Financial Institution to the "ACH" processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the date ("Effective Date") contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 3. Company agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Company.

    b. transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Company from time to time; (ii) the Effective Date satisfies the criteria provided by Bank to Company; and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Company. Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

12. **RECORDING AND USE OF COMMUNICATIONS.** Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

13. **PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES.** Company agrees to pay Bank for all credit Entries issued by Company or User(s), or credit Entries otherwise made effective against Company. Company shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Company shall pay Bank for

the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated in the Operating Instructions set forth on Exhibit 7, as payment for credit Entries issued by Company or returned or dishonored debit Entries. In the event that the Authorized Account(s) does not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Company with Bank as payment for credit Entries issued by Company or returned or dishonored debit Entries. Company shall maintain sufficient collected funds in Company's account(s) to settle for the credit Entries on the Payment Date. In the event that the Authorized Account or any other Company account at Bank has collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

(a) refuse to process the Entries or Bank may process the Entries, in which event Bank shall return the data relating to such credit Entries to Company, whereupon Bank shall have no liability to Company or to any third party as a result thereof; or

(b) Process that portion of the credit Entries as Company has sufficient collected funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Company, whereupon Bank shall have no liability to Company or any third party as a result thereof; or

(c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Company and Company has not maintained sufficient collected funds in the Authorized Account or any other Company account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Company shall be immediately due and payable by Company to Bank without any further demand from Bank. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

Bank reserves the right to require Company to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH File. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:30 a.m. Central Time two Banking Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

14. **ON-US ENTRIES**. Except as provided in Paragraph 16, Rejection of Entries, or in the case of an On-Us Entry, the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Date contained in such Entry, provided the requirements set forth in Paragraph 11(b)(i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Date.

15. **SAME DAY ENTRIES**. A Credit or Debit Entry with an Effective Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in Exhibit 4 shall be considered to be a Same Day Entry. IAT and Entries above the dollar amounts permitted in the Rules are not eligible for Same Day ACH processing. In addition to any other fees that Company is obligated to pay Bank. Company hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Company.

16. **REJECTION OF ENTRIES.** Company agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Company. Bank has no obligation to notify Company of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Bank has otherwise received full payment from Company.

17. **CANCELLATION OR AMENDMENT BY COMPANY.** Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Company. If Bank accepts a cancellation or amendment of an Entry, Company must issue the cancellation or

amendment in accordance with the Bank's Security Procedure designated in Exhibit 6 and Bank shall use reasonable efforts to act on the request by Company for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. The Company shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing entry. If Bank accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

18. **ERROR DETECTION.** Bank has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than two hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting entry or stop payment of any "on us" credit entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

19. **PROHIBITED TRANSACTIONS**. Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

20. **PRENOTIFICATION.** Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its Company, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

21. **NOTICE OF REJECT AND RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE.** Bank shall notify Company by phone or electronic transmission of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 3, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.
Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

22. **NOTICE OF IMPROPER ENTRIES.** Bank shall provide Company with a periodic statement reflecting Entries transmitted by Bank or credited to a Receiver's account maintained with Bank. The Company shall examine the periodic statement and notify the Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the periodic statement is made available to Company. If the Company fails to deliver such notice, the Company may not assert against the Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Company fails to deliver notice to

the Bank of any unauthorized or erroneous Entries within one (1) year from the Bank's issuance of any advice or statement reflecting such Entries, Company is precluded from asserting that the Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Company's account(s).

23. **PROVISIONAL SETTLEMENT.** Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and Company specifically acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

24. **RECURRING, REPETITIVE AND FUTURE DATED FILES**. Recurring, Repetitive and Future Dated Payment Files are only permitted for use through the Online Service. Bank agrees to receive and process Files on a Recurring, Repetitive or Future Date as set forth in this Section 24. The Effective Date (as defined below) of any Files on a Recurring, Repetitive or Future Date shall be on a Business Day. If Company designates the Effective Date of a File on a non-Business Day, such File(s) will be treated as designating the Files for the next Business Day.

    a. Recurring or Repetitive Files. A "Recurring File" is one for which the authorized account, beneficiary information, frequency and method for calculating the Entry amount remain constant and are designated through the Online System. A "Repetitive File" is one for which the authorized account and beneficiary information remain constant and are designated through the Online System, but for which the date and amount vary. Bank will transfer funds on a Recurring or Repetitive basis to other Company accounts or third party accounts as described in written instructions set forth by an Administrator or Authorized Company Agent designated on the Online System.
    b. Future Dated Files. Bank agrees to accept or process Files from Company through the Online System designating a future date for the File ("Effective Date").
    c. Limitation on Recurring and/or Future Dated Files. While the Online System may not provide an expiration date for Recurring or Future Dated Files, Bank may limit the number of days from the initial instructions provided by Company to Bank for which Recurring and Future Dated Files may be dated. Company represents and warrants to Bank that Company will not designate an Effective Date beyond the limitations imposed by the Bank for Recurring and Future Dated Files.
    d. Modifying or Cancelling Recurring, Repetitive and/or Future Dated Files. To modify, edit or cancel any Recurring, Repetitive and/or Future Dated Files issued through the Online System, Company must take such action through the Online Service at least one full Business Day before the processing deadline set forth on Exhibit 4. If the User(s) (as that term is defined in the Master Agreement) that establishes the Recurring or Future Dated Files is deleted on the Online Service, then Company hereby agrees that all Recurring, Repetitive and/or Future Dated Files established by a deleted User shall be canceled. Company understands and acknowledges that any Future Dated or Recurring Files will not be canceled if initiated by a User that is held or suspended.
    e. Company agrees to waive any claim against, and fully defend, indemnify and hold harmless, Bank, its related entities, its respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorneys' fees, loss of service, expenses and compensation whatsoever, which Bank may incur or accrue on account of or in any way arising out of Company's use of Recurring, Repetitive or Future Dated Files, including without limitation the consequences resulting from Company's failure to (i) properly enter the time or frequency of the Recurring or Future Dated File; (ii) timely modify, edit or cancel any Recurring, Repetitive or Future Dated File; or (iii) timely notify the Bank as required herein.

25. **IDENTIFICATION OF RECEIVER.** If Company identifies the Receiver of the Entry by account number or identifying number, or by name and account number or identifying number, Company acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying or Bank account number even if it identifies a person different from the named

Receiver. Company is liable for and must settle with Bank for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

26. **COMPANY REPRESENTATIONS AND WARRANTIES; INDEMNITY.** With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries set forth in Section 5, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provision of the *Rules* (among other provisions of the *Rules*) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify Bank against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representatives, or agreements.

27. **ADDITIONAL COMPANY WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES.** NACHA, in its role of ensuring the safety, security, and viability of the ACH network has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned entries. Therefore, to qualify as an Originator of such Entries Company hereby warrants to Bank that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Company also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company indemnifies and holds Bank harmless from any liability arising out of Company's breach of these warranties.

28. **FINANCIAL INFORMATION AND AUDIT.** Bank may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Company agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the Service. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Agreement and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, information technology infrastructure, and the Company's compliance with the Origination Agreement and the Rules. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Agreement or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the Service and this Agreement according to the provisions hereof.

29. **LIMITATION OF LIABILITY.**

(a) In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's act's or omissions (including, without imitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of any Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this Section 26(a).

(b) Bank shall be liable only for Company's actual damages due to claims arising solely from Bank's obligations to Company with respect to Entries transmitted pursuant to this Agreement; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.

30. **DELAY OR FAILURE TO TRANSFER FUNDS.** Bank shall not be liable to Company or Receiver for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Company for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any banking day. In no event shall Bank be liable to Company for attorney's fees incurred by Company in any action brought by Company under this Agreement.

31. **DATA RETENTION.** Company shall retain data on file adequate to permit remaking of Entries for three (3) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Company specifically agrees to be bound by and comply with all applicable provisions of the *Rules* regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the *Rules*.

32. **FORCE MAJEURE.** Company acknowledges and agrees that Bank shall not be responsible or liable for any loss or damage as the result of delays or the failure of Bank to perform any obligation under this agreement caused by acts of God, acts of other parties, acts of civil or military authorities, fires, strikes, floods, changes in laws or regulations, interruption of communication or computer facilities, suspension of payments by another bank, war, emergency conditions, or other circumstances beyond the control of Bank.

33. **REIMBURSEMENT.** Any reimbursement by the Bank for any liability hereunder may be made either directly to Company or by adjustment of the aggregate ledger and collected balances of Company's accounts.

34. **WAIVER OF JURY TRIAL; COUNTERCLAIMS.** In any legal action arising out of this Agreement, the Company waives trial by jury and the right to assert unrelated counterclaims.

35. **INTEREST CALCULATIONS.** Any interest payments due by either party pursuant to Article 4A of the Wisconsin Uniform Commercial Code shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

36. **NOTICES.** All notices to the Bank hereunder shall be in writing and sent to the Bank at 1127 Tower Avenue, Superior, WI 54880, and all notices, confirmation, and advices to Company shall be sent to Company at the address set forth at the conclusion of this Agreement. The Bank shall have a reasonable time in which to act on any notice addressed to it, which shall be at least two (2) Business Days after receipt. Any notice by Company to Bank shall for the purposes hereof be hand delivered or mailed by first class mail to Bank and shall be deemed given to Bank on the date Bank actually receives such notice. Any notice, transfer advice, or account statement shall for purposes hereof be deemed transmitted by the Bank to Company if hand delivered to Company or mailed by first class mail to the mailing address of Company set forth at the conclusion of this Agreement. The notice address of Bank or Company may be amended by providing notice in the manner required herein to the other party hereto of the change in such party's notice address.

37. **COMPANY AS RECEIVER.** If Company is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Company by Bank, Company acknowledges and agrees that Company is obligated to Bank for the amount of the payment order and Bank is authorized to charge Company's account(s) for any amount paid to Company. If Bank credits Company's account for an Entry or other funds transfer naming Company as the Receiver, such credit Entry to Company's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Company at an earlier time at Bank's option. Bank has no obligation to notify Company of receipt of a funds transfer naming Company as the Receiver even if payment for the funds transfer to Company is made by credit to Company's account or the payment order directs payment to an account. Demand by Company for payment of a payment order for which Bank is obligated to pay Company must be made in writing and delivered to Bank at the location designated by Bank in Section 33. Issuance of a check by Company on the account to which payment was made shall not constitute notice under this section.

38. **TAPES AND RECORDS.** All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

39. **COOPERATION IN LOSS RECOVERY EFFORTS.** In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

40. **GOVERNING LAW.** This agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Wisconsin.

41. **DEPOSIT ACCOUNT AGREEMENT.** The terms of Company's deposit account agreement with Bank are hereby incorporated therein by reference. This Agreement shall control over any inconsistent terms contained therein.

42. **PAYMENT FOR SERVICES.** The Company agrees to pay the Bank for services provided under this Agreement in accordance with the Bank’s fee schedule. The Bank may change its fees from time to time upon written notice to the Company. The Bank may charge the Company Account, as well as any other account of the Company with the Bank, for any charges or fees due to it.

43. **HEADING.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

44. **SEVERABILITY.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

45. **WAIVER.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Company shall bind the Bank to waive that same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such waiver.

46. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and assigns of the parties hereto. This Agreement is not for the benefit of any other person, and not other person shall have any right against Bank or Company hereunder.

47. **AMENDMENT AND TERMINATION.** The Bank may amend the terms of this Agreement from time to time. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in Bank's notice to Company. The Company may terminate this Agreement upon 30 days written notice. The Bank reserves the right to terminate this Agreement immediately upon providing the written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

48. **APPENDICES AND EXHIBITS.** Appendices and exhibits to this Agreement are incorporated into, and constitute a part of, this Agreement.

49. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date upon which it is executed by the Bank.

50. **TRANSFERS AND ASSIGNMENTS.** Company cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent.

51. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties for the services described herein and supersedes all previous agreements and understandings between the parties relating to such services. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) indicated below.

This Agreement must be signed on behalf of Company by a Signatory Company Representative.

| | |
|---|---|
| City of Hibbing | **National Bank of Commerce** |
| Customer | Bank |
| | |
| By | By |
| Finance Director/Treasurer | Treasury Management Sales |
| Title | Title |
| | |
| Date | Date |

**EXHIBIT 1**
**CERTIFICATE OF RESOLUTION**

We, the undersigned duly elected, qualified, and acting President and Secretary (or Assistant Secretary) of ("Company"), do hereby certify that at a (special) (regular) meeting of the Board of Directors (the "Board") of Company duly held on the _____ day of ________________________, 20____, at which meeting a quorum was present and attending throughout, the following resolution, which is still in force and effect, was duly adopted and a written record thereof made, namely:

Resolved that in consideration of National Bank of Commerce ("Bank") and Company entering into the ACH Services Agreement ("ACH Agreement") attached hereto, which has been reviewed and approved by the Board:

(1) The following officer(s) of Company:

____________________________________
(signature)
Printed Name: Sheena Mulner
Title: Finance Director/Treasurer

____________________________________
(signature)
Printed Name:________________________
Title: ________________________________

____________________________________
(signature)
Printed Name: ________________________
Title: ________________________________

____________________________________
(signature)
Printed Name:________________________
Title: ________________________________

is/are hereby designated as "Signatory Company Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Bank the ACH Agreement; (ii) to designate one (1) or more Authorized Company Representatives in accordance with the ACH Agreement as the representatives of Company authorized to initiate debit and credit Entries and to request other ACH services; (iii) to modify, substitute, or revoke, in accordance with the ACH Agreement, the designation of Authorized Company Representatives; and (iv) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the ACH Agreement.

(2) The Bank shall be entitled to rely on this Certificate of Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such certificate or certificates are superseded by a later certificate.

(3) This resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Certificate of Resolution which shall have the effect of canceling the previous certificate; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(4) This Certificate of Resolution shall, when delivered to the Bank, constitute a part of the ACH Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the ACH Agreement.

Signed and delivered to the Bank, this _____ day of ____________, 20___.

________________________________________
President

________________________________________
Secretary (or Assistant Secretary)

**EXHIBIT 2**

**DESIGNATION OF AUTHORIZED COMPANY REPRESENTATIVES**



When executed by Bank and Company, this Exhibit shall constitute a part of the ACH Origination Agreement entered into by and between Bank and Company dated March 16th, 2026. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the ACH Service Agreement.

In accordance with the ACH Service Agreement between Company and Bank, the following individuals are hereby designated as Authorized Company Representatives and the representatives of Company authorized to initiate debit and credit Entries and to request Bank to provide other ACH services in conjunction with any account(s) maintained by Company with Bank:

TYPED OR
PRINTED NAME

Sheena Mulner- Full ACH
Josie Sevillano - Full ACH
Erin Shirmer- Full ACH

Date: ______________________

| **COMPANY NAME** | **National Bank of Commerce** |
|---|---|
| **BY:** ______________________ (signature) | **BY:** ______________________ (signature) |
| **TYPED OR PRINTED** | **TYPED OR PRINTED** |
| **NAME:** Sheena Mulner | **NAME:** ______________________ |
| **TITLE:** Finance Director/Treasurer | **TITLE:** ______________________ |

**EXHIBIT 3**

**COMPANY SELECTED**
**STANDARD ENTRY CLASS CODE**



| | | |
|---|---|---|
| _____ | ARC | Accounts Receivable Entry |
| _____ | BOC | Back Office Conversion |
| __X__ | CCD | Corporate Credit or Debit Entry |
| __X__ | PPD | Prearranged Payment and Deposit Entry |
| _____ | RCK | Re-presented Check Entry |
| _____ | TEL | Telephone-Initiated Entry |
| _____ | WEB | Internet-Initiated Exchange |
| __X__ | CTX | Corporate Trade Exchange (Debit/Credit) |
| _____ | POP | Point-of-Purchase Entry |
| _____ | POS | Point-of-Sale Entry |
| _____ | SHR | Shared Network Transaction |
| _____ | IAT | International ACH Transaction |

**EXHIBIT 4**
**Processing Schedule/Procedures**

- <u>Format and content of entries</u>
  All ACH files must be submitted in NACHA format. The Company should refer to Appendix Two in the NACHA Rulebook for specific formatting details.

| **Processing Schedule/Procedures** | | |
|---|---|---|
| ACH File will be Deliver via: | The Company may electronically transmit files to the Bank via the secured Cash Management product | |
| File Receipt Deadlines are: | 4:00 P.M. Central Time at least one Business Day prior to the requested settlement date. | |
| *Same Day ACH Credits & Debits | Files transmitted by the following times will be processed on the same day received:<br>• 9:30 a.m. CST Time on the Effective Entry Date.<br>• 1:00 p.m. Central Time on the Effective Entry Date.<br>• 4:00 p.m. Central Time on the Effective Entry Date. | |
| NACHA File Created by: (Choose one) | ☒ Your Accounting System | ☐ Business Online Templates |

* Same Day ACH credit/debit entries may not be available. When offered by the Bank, the Processing Schedule/Procedures for Same Day ACH will apply. Please contact the Bank to inquire as to whether these services are available. Same Day ACH files must not exceed the dollar amount permitted in the Rules.

**EXHIBIT 5**

**Disclosure of Exposure Limits**



Origination Limits:

The total dollar amount of Entries transmitted by the Company to the Bank on any single day shall not exceed $ 500,000

* Bank may in its sole discretion increase these limits (temporarily or permanently) if Company's Authorized Representative(s) makes such a request in writing to Bank at least two (2) hours before the applicable Payment Order is initiated.

If a file transmission exceeds the dollar amount of exposure limit detailed above, Bank in its sole discretion shall accept or reject the file. The Bank may review the limit set forth above and change the limit by sending written notice of the change. In the event that a file is suspended from processing, attempts will be made to notify originating Company. Please list individuals who may be contacted outside of normal business hours if the transmission of a file is suspended.

---

Name:______________________________________

Phone Number Outside of Normal Business Hours:________________________

---

Name:______________________________________

Phone Number Outside of Normal Business Hours:________________________

_____________________________ ____________________

Authorized Signature Date

---

**EXHIBIT 6**

Security Procedures

Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Company Representative, and any such communication shall be deemed to have been signed by such person.

**Personal Computer File Transmission**

The Authorized Company Representative will access the ACH system by utilizing the prearranged log-on procedures and other Security Devices required to access the Online Service.

In addition to the to the procedures required to access the Online Service, Company understands and agrees that the authenticity of any ACH File or Entry transmitted via the Online Service will be verified pursuant to the following security procedures and that they are each commercially reasonable:

No. Description

**1.** **Dual Control.** Dual control requires that at least two authorized Users be involved in the initiation and release of any ACH batch/file origination. One authorized User with sufficient initiation entitlements must input and approve the transaction information, and at least one other authorized User with sufficient approval entitlements must approve and release the transaction before it is processed by Bank.

**2.** **Dedicated Computer**. Company hereby agrees to initiate and approve all ACH Files using a computer in the Company's office designated exclusively to access Bank's Online Banking Service. The computer shall not be used for general Internet purposes (e.g., e-mail, visits to other web sites, including social networking sites).

**3.** **Processing Verification.** After receipt of an ACH File from Company, Bank shall send an email to Company to verify that Company originated the ACH File. The email shall contain the following information: File creation date, File Modifier, Total debit amount, Total debit count, Total credit amount, Total credit count, and Total file entry count. Company shall immediately contact Bank if any of the information provided by Bank is not correct or if Company did not originate the ACH File.

**4.** **Payment Activity Review.** Company is responsible for reviewing the Online Banking each Banking Day and notifying Bank of any suspect Entries or ACH Files. If Company believes any approved ACH Files received by Bank to be erroneous, Company must notify Bank immediately. If Bank is timely notified, Bank will attempt to reverse the suspect ACH Files.

**5.** **Security Token.** Security Token is a method of validating the user at the time of transaction approval. This provides an additional layer of security in the event the user's login ID and password are compromised. Validation occurs when the user enters the code that has been delivered via the Security Token.

**6.** **Processing Calendar**. Bank will anticipate the receipt of an ACH transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by Bank. The Company will not submit Files or anticipate settlement of Entries on Bank's non-processing dates.

With regard to Recurring Files, Company agrees that some Security Procedures (not including Dual Control) will only be used for the initial File, and that subsequent Recurring Files by Company shall be considered to have been authenticated in accordance with these Security Procedures.

**COMPANY SELECTED SECURITY PROCEDURE**

Company may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Company's own Security Procedures by indicating its rejection in any box below. If Company rejects Bank's Security Procedure, Company hereby acknowledges that Bank first offered to Company a "commercially reasonable

Security Procedure". Bank may, at its option, refuse to accept Company's Security Procedures, in which case, Bank shall refuse to accept Entries initiated by Company.

This election, if a Rejection box is checked by Company, constitutes a part of the Agreement in effect between Company and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Agreement. Company acknowledges that Bank has offered to Company Security Procedures to verify the authenticity of ACH files, which procedures Company agrees are reasonable in the context of Company's operation, requirements and internal procedures. Company acknowledges that Bank has offered this Service via the Online Service and Company has elected to send ACH files to Bank using Company's selected Security Procedure. Company acknowledges and understands that selecting Security Procedures other than those offered by Bank may substantially increase the risk of loss to Company.

Company acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 6 listed above may substantially increase the risk of loss to Company. COMPANY HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR TRANSMISSION OF ACH ENTRIES TO BANK. By rejecting any of the Security Procedures listed above, Company is refusing Bank's Security Procedure and requests bank to follow Company's selected Security Procedure. Company may not reject the Security Procedures number **5. Security Token.** COMPANY HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN COMPANY'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH COMPANY'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Company rejects the indicated Security Procedure:

| **Security Procedure** | **No.** | **Initials** | **Description** |
|---|---|---|---|
| **REJECTED [ ☐ ]** | **1.** | _______ | **Dual Control** |
| **REJECTED [ ☐ ]** | **2.** | _______ | **Dedicated Computer** |
| **REJECTED [ ☐ ]** | **3.** | _______ | **Processing Verification** |
| **REJECTED [ ☐ ]** | **4.** | _______ | **Payment Activity Review** |
| **REJECTED [ ☐ ]** | **6.** | _______ | **Processing Calendar** |

**COMPANY**

BY:_____________________________________
(signature)

Typed or Printed

Name: Sheena Mulner

Title: Finance Director/Treasurer

Date:_________________, 20____

**EXHIBIT 7**

**ACH**
**Originating Company Information**

| | |
|---|---|
| N/A | N/A |
| **ACH Company Name** | **ACH Company ID** |
| 401 E. 21st St | 218.262.3486 |
| **Street Address** | **Company Phone Number** |
| Hibbing, MN 55746 | |
| **City, State Zip** | |
| | |
| **Primary Contact Person** | **Secondary Contact Person** |
| | |
| **E-Mail Address** | **E-Mail Address** |

## Certificate Of Completion

Envelope Id: 2DB131A2-7D23-4188-A2A9-79CA7182CD8C

Status: Sent

Subject: Please DocuSign: NBC Cash Management Agreement for (enter business name)

Upload to Deposit Ops and Bankers SharePoint?: No

Account Number:

CIF#:

Primary Account Holder Name:

Source Envelope:

Document Pages: 40

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Corey Stibbe

AutoNav: Enabled

PO Box 99

EnvelopeId Stamping: Enabled

Superior, WI 54880

Time Zone: (UTC-06:00) Central Time (US & Canada)

cstibbe@nbcbanking.com

IP Address: 216.70.44.146



## Record Tracking

| Status: Original | Holder: Corey Stibbe | Location: DocuSign |
|---|---|---|
| 3/16/2026 11:10:35 AM | cstibbe@nbcbanking.com | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Sheena Mulner<br>sheenamulner@hibbingmn.gov<br>Finance Director/Treasurer<br>Security Level: Email, Account Authentication (None), Authentication<br>**Authentication Details**<br>SMS Auth:<br>Transaction: e001e52c-dfec-4d6b-9c2d-29cdae65feb7<br>Result: passed<br>Vendor ID: TeleSign<br>Type: SMSAuth<br>Performed: 3/16/2026 11:31:09 AM<br>Phone: +1 218-969-0109<br><br>SMS Auth:<br>Transaction: 4c7efb8c-425f-4b35-92e4-9598e274c498<br>Result: passed<br>Vendor ID: TeleSign<br>Type: SMSAuth<br>Performed: 3/17/2026 2:51:13 PM<br>Phone: +1 218-969-0109<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/16/2026 11:31:31 AM<br>ID: 13853d64-346f-469e-a49c-2b86fbdebafd | | Sent: 3/16/2026 11:18:35 AM<br>Viewed: 3/16/2026 11:31:31 AM |
| Corey Stibbe<br>cstibbe@nbcbanking.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/16/2026 11:18:35 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

As part of this transaction, National Bank of Commerce (we, us or Company) may be required by law to provide to you certain written agreements, notices, or disclosures. Described below are the terms and conditions for providing to you such documents electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us via DocuSign. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents, you will not be charged a fee.

### To request paper copies from National Bank of Commerce

To request paper copies of the documents previously provided by us to you electronically, email us at info@nbcbanking.com. In the body of such request you must state your email address, full name, mailing address, telephone number, and which specific documents you are requesting.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically for this transaction, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format.

### To withdraw your consent with National Bank of Commerce

To inform us that you no longer wish to complete this transaction electronically you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send an email to info@nbcbanking.com. In the body of such request you must state your full name, mailing address, telephone number, and the transaction from which you wish to withdraw your consent to do business electronically.



**Consequences of changing your mind**

If you elect to complete this transaction only in paper format, it will slow the speed at which we can complete certain steps and deliver services to you because we will need to wait until we receive original paper copies of required documents with your signature. You may be required to appear in person at a branch to complete certain transactions.

**How to contact National Bank of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
Phone: 715.394.5531
Email: info@nbcbanking.com
Mailing Address:
National Bank of Commerce
PO Box 99
Superior, WI 54880

**To advise National Bank of Commerce of your new email address**

To let us know of a change in your email address, submit a request through our online banking system, call us at 715.394.5531, or visit one of our branches. It is your responsibility to provide National Bank of Commerce with an email address from which you can conduct business securely, and to contact the bank promptly when your email address changes.

**Termination or Changes**

We reserve the right, in our sole discretion, to discontinue providing your account information electronically, or to terminate or change the terms and conditions on which we provide information electronically. We will provide you with notice of any such termination or change as required by law.

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: [https://support.docusign.com/guides/signer-guide-](https://support.docusign.com/guides/signer-guide-)

signing-system-requirements. Your access to this page verifies that your system/device meets these requirements.



**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic agreements, notices, and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents for this transaction exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Bank of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Bank of Commerce during the course of this transaction.

*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.

☑ **<u>Deadlines:</u> 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:** | Annual Pancake Feed |
| **Date of Event:** | Wednesday, April 22 |
| **Location of Event:** | Memorial Building Dining Room |
| **Organizer:** | Hibbing Kiwanis Club /Robin Cicmil |
| **Organizer Contact Information:** | Home Phone: 218-969-4048 Work Phone:<br>Cell Phone: |

☑ **<u>Department Review.</u>** 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/Bob Kobal** | **218-362-5991** |
| **Public Works Dept.** | **John Yuretich/Bob Kobal** | **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:** Memorial Building Dining room & kitchen

**TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:**

Annual Pancake feed to raise funds for local groups, activities and kid-focused endeavors

Date of Event: Wednesday, April 22

Refer media or citizen inquires to:

Kelly Grinsteinner Telephone: 218-969-6768

**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: Hibbing Kiwanis Club

Address: PO Box 153

Mailing Address:

Affiliation: Service Club

Telephone: (day) 218--969-4048 (Robin) (evening) ____________________

**EVENT PRINCIPALS:**

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

| **Name**: | | |
|---|---|---|
| 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*):<br>Wednesday, April 22, 2026 | |
| Alternate days and dates:<br>• ________________________________________<br>• ________________________________________<br>• ________________________________________ | |
| **REQUESTED HOURS OF OPERATION**:<br>From: ______6______ a.m. / p.m. To 7______________________ a.m. / p.m. | |
| **SET UP beginning Day and Date**<br><br>****Indicate the time at which any unit of an event will begin to assemble at such area**<br><br>Day: ______6______ Time: 7_____________________a.m. / p.m. | |
| Describe the number and type of animals to be used in the Event | ■ Not Applicable |
| **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is $60.00 for the first day and $12.00 for each additional day.<br><br>☐ If applicable, license fee to be included when submitting the application<br><br>See City Code Chapter 6, Section 6.23 for additional information. | |
| Attach a Draft of the Entry Form for Participants / Spectators | ☐ Attached |
| Anticipated number of Participants: ________________ | Spectators: _______________ |
| ****INSURANCE** | |
| ☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured. | |

| **SANITATION:** |
|---|
| ☐ Attach your "Plan for Clean-Up / Material Preservation".<br>☐ Include number, type and location of trash containers to be provided for the event.<br>☐ Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event.<br>☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.<br>☐ Indicate who and how many will be responsible for cleaning up the event after the event.<br>☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).<br>☐ 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.<br><br>*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**<br>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. |
| | If a casino party, a dance or live entertainment is a part of your event, please describe: |
| | Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (*attach to this application all required licenses)* |
| **ALCOHOL:** | Alcoholic Beverages to be served? ☐ Yes ■ No<br><br>Temporary Liquor License Applied For?<br>BEER ☐ *Yes* ☐ *No*<br>COMMUNITY FESTIVAL LICENSE ☐ *Yes* ☐ *No*<br>TEMPORARY ON SALE ☐ *Yes* ☐ *No*<br><br>Organization Applying for License for Alcoholic Beverages: |
| | Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. |
| | Describe how, where, when and by whom the alcoholic beverages will be served. |
| | List of people who will be selling the alcohol:<br><br>Have they attended server training? ☐ Yes ☐ No |

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

| **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.<br>________________________________________<br>________________________________________<br>________________________________________ |
| 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.<br>________________________________________<br>________________________________________<br>________________________________________ |
| 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.<br>________________________________________<br>________________________________________<br>________________________________________ |
| ☐ 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.<br>________________________________________________________________________________<br>________________________________________________________________________________ |
| 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.<br>________________________________________________________________________________<br>________________________________________________________________________________ |
| **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.”<br>________________________________________________________________________________<br>________________________________________________________________________________<br>________________________________________________________________________________ |
| **OTHER PERTINENT INFORMATION:** |
| |

*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:** | Golf FUNdraiser; 2-person Scramble |
| **Date of Event:** | Saturday, June 27 |
| **Location of Event:** | Hibbing Municipal Golf Course |
| **Organizer:** | Angel Fund / Kelly Grinsteinner |
| **Organizer Contact Information:** | Home Phone: Work Phone:<br>Cell Phone: 218-969-6768 |

☑ **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/Bob Kobal** | **218-362-5991** |
| **Public Works Dept.** | **John Yuretich/Bob Kobal** | **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:** ____________________________________________________________

**TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:**

A 2-person scramble on June 27 to raise funds for Angel Fund, a nonprofit that provides financial assistance to cancer patients. The one-day event is being held as a fun competition for golfers, a friend-raiser and an awareness-builder of local resources for those battling cancer. Event will focus on golf, offer a lunch/meal and feature games and raffles.__

Date of Event: ___Saturday, June 27, 2026_______________________________________________

Refer media or citizen inquires to:
____Kelly Grinsteinner_________________________ Telephone: _218-969-6768 __________

**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: Kelly Grinsteinner, Executive Director Angel Fund

Address:

Mailing Address: PO Box 114, Hibbing MN 55746

Affiliation: Nonprofit beneficiary of event

Telephone: (day) 218-969-6768____________ (evening) ____________________

**EVENT PRINCIPALS:**

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

| **Name**: | | |
|---|---|---|
| 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*):<br>Saturday, June 27, 2026 |
| Alternate days and dates:<br>• ________________________________________<br>• ________________________________________<br>• ________________________________________ |
| **REQUESTED HOURS OF OPERATION**:<br>From: _____________8_________ a.m. / p.m. To _4 a.m. / p.m. |
| **SET UP beginning Day and Date**<br><br>****Indicate the time at which any unit of an event will begin to assemble at such area**<br><br>Day: ______________Saturday, June 27___________ Time: _8________________________a.m. / p.m. |
| Describe the number and type of animals to be used in the Event ☒ Not Applicable<br><br>**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.<br><br>☐ If applicable, license fee to be included when submitting the application<br><br>See City Code Chapter 6, Section 6.23 for additional information. |
| Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached |
| Anticipated number of Participants: ________________ Spectators: _______________ |
| ****INSURANCE** |
| ☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured. |

| **SANITATION:** |
|---|
| ☐ Attach your "Plan for Clean-Up / Material Preservation".<br>☐ Include number, type and location of trash containers to be provided for the event.<br>☐ Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event.<br>☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.<br>☐ Indicate who and how many will be responsible for cleaning up the event after the event.<br>☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).<br>☐ 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.<br><br>*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**<br>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. (*attach to this application all required licenses)* | |
| **ALCOHOL:** | Alcoholic Beverages to be served? ☐ Yes ☐ No<br><br>Temporary Liquor License Applied For?<br>BEER ☐ *Yes* ☐ *No*<br>COMMUNITY FESTIVAL LICENSE ☐ *Yes* ☐ *No*<br>TEMPORARY ON SALE ☐ *Yes* ☐ *No*<br><br>Organization Applying for License for Alcoholic Beverages: | |
| | Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. | |
| | Describe how, where, when and by whom the alcoholic beverages will be served. | |
| | List of people who will be selling the alcohol:<br><br><br>Have they attended server training? ☐ Yes ☐ No | |

| | |
|---|---|
| **FOOD:** | Food and/or non-alcoholic beverages to be served? ☐ Yes ☐ No |
| | Describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish or peeled and cut fruits). |
| | A health permit may be required from either the State of MN or St. Louis County.<br>☐ 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.<br>____________________________________________________________________________________<br>____________________________________________________________________________________<br>____________________________________________________________________________________ |
| 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.<br>____________________________________________________________________________________<br>____________________________________________________________________________________<br>____________________________________________________________________________________ |
| 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.<br>____________________________________________________________________________________<br>____________________________________________________________________________________<br>____________________________________________________________________________________ |
| ☐ 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.<br><br>Name of Agency: ______________________________<br>Name of Representative: ______________________________<br>Address: ______________________________<br>Phone Numbers: ______________________________ |
| Indicate medical services that will provided for the event.<br><br>Medical Service / How Provided:<br>☐ Ambulance ______________________________<br>☐ Doctors ______________________________<br>☐ Nurses ______________________________<br>☐ 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:**

CITY OF HIBBING

# RAFFLE REQUEST

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

**RAFFLE REGISTRATION FEE**

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

| **ORGANIZATION INFORMATION** | | |
|---|---|---|
| **Name of Organization:** | Iron Range Boxing | |
| **Type of Organization:** | NON Profit ~~Co~~ Community | |
| **Mailing Address:** | 1102 E HOWARD ST | |
| **City, State, Zip** | HIBBING MN 55746 | |
| **Contact Person:** | Michael Grove | **Daytime Phone Number:** 218-966-0846 |
| **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:** raffle Various |
| **Dates of Activity:** Drawing Sept 6Th - Palmers Tavern |
| **Check Box or Boxes that Indicate the Type of Gambling Activity:** [X] Raffle [ ] Other ______ |
| **Price Per Ticket:** 5.00 |
| **Total value of prizes to be awarded:** UNDER $1500.00 |
| **Types of Prizes:** Griddles |

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

Organization Representative: [signature]

Date: 5/5-25

[ ] **Registered as Excluded Raffle**

[ ] **Send to Council for Approval**

2505-01

**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**

None

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

**Strategic Initiative**

**Owner of Agenda Item**

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

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

**Budgetary/Fiscal Impact**

**Action Requested**

**Attachments**

1. PPHSC 2026 Hibbing MOU Document

HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW
Chisholm, Minnesota 55719
preciouspaws2011@hotmail.com
(218) 254-3300

# MEMORANDUM OF UNDERSTANDING
# HIBBING ANIMAL INTAKE

**WHEREAS**, the City of Hibbing (hereinafter “the City”), located in the County of Saint Louis, State of Minnesota, is in need of someone to care for unclaimed cats that have exceeded the minimum five-day stay at the Hibbing Animal Intake located within the jurisdiction of the City; and

**WHEREAS**, Precious Paws Humane Society of Chisholm (hereinafter “PPHSC”), is a licensed animal facility capable of caring for the cats for a reasonable fee; and

**WHEREAS**, the City is legally represented by Peter Hyduke under authority as Mayor and Candie Seppala under authority as City Clerk, both with official addresses at 401 East 23rd Street, Hibbing, Minnesota 55746; and

**WHEREAS**, PPHSC is legally represented by Amber Jungwirth, Board President and Shannon Kishel-Roche, Board Treasurer, who are authorized to enter into Memorandum of Understandings such as this one, with official address of 101 First Avenue SW, Chisholm, Minnesota 55719.

**NOW THEREFORE,** the City and PPHSC agree to the following Memorandum of Understanding (MOU) terms:

1. That PPHSC shall consider for placement any proposed cat based on PPHSC’s capacity and ability to care for any proposed cat at the time it is proposed. The cat’s suitability for adoption shall also be considered.

HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW
Chisholm, Minnesota 55719
preciouspaws2011@hotmail.com
(218) 254-3300

## MEMORANDUM OF UNDERSTANDING
## HIBBING ANIMAL INTAKE

2. That an official representative of the Hibbing Animal Intake shall contact PPHSC when any cat has exceeded the minimum five-day stay and is proposed for possible placement at PPHSC.

   a. That the City shall be responsible for providing medical proof to PPHSC that any proposed cat has been spayed/neutered, vaccinated, and microchipped.

      (1) That while it is preferable that those medical procedures are done prior to PPHSC approving the cat for placement, that is not always possible due to the health or age of the cat.

      (2) That in those cases, once the cat is deemed in proper health or the correct age, then the City agrees to make arrangements to take the cat to the vet of their choice to have those medical procedures done and then return the cat to PPHSC.

      (3) That if the City, for whatever reason, is unable or unwilling to do step (2) above, then the City agrees to reimburse PPHSC whatever the prevailing rate charged by Minnesota Spay and Neuter Assistance Program (MN SNAP) charges for those medical procedures.

   b. That PPHSC shall visit the Hibbing Animal Intake facility and perform an evaluation of any proposed cat by its volunteer veterinary clinical assistant and its Shelter Manager to determine suitability for adoption and to review all medical forms and history of any proposed cat.

101 First Avenue SW
Chisholm, Minnesota 55719
preciouspaws2011@hotmail.com
(218) 254-3300

**MEMORANDUM OF UNDERSTANDING**
**HIBBING ANIMAL INTAKE**

c. That if any proposed cat is approved for placement, then PPHSC shall transport the cat to its shelter facility.

d. That any cat not approved for placement at PPHSC shall be left at Hibbing Animal Intake.

e. That any decision regarding approval for placement at PPHSC by its Shelter Manager shall be final and not be subject to appeal or overrule by either its Board of Directors or by the City.

3. That in consideration of the foregoing, the City shall pay to PPHSC a set fee of $250 per cat approved for placement at PPHSC.

4. That in the event that a pregnant cat is placed at PPHSC, the City shall pay a set fee of $250 per kitten subsequently born to that pregnant cat while in the care of PPHSC.

5. That in addition to the set fee of $250 per kitten subsequently born, the City shall follow the same steps as described in Section 2 Part A regarding assuming the costs for each kitten subsequently born to be spayed/neutered, vaccinated, and microchipped.

HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW
Chisholm, Minnesota 55719
preciouspaws2011@hotmail.com
(218) 254-3300

## MEMORANDUM OF UNDERSTANDING
## HIBBING ANIMAL INTAKE

6. That in addition to the set fee of $250 per cat or per kitten subsequently born, the City shall authorize PPHSC to obtain veterinary care that is reasonably necessary to save the life or health of the cat or kitten or that is reasonably necessary to end the cat's or kitten's suffering. PPHSC agrees to a cap of $500 per cat or kitten for veterinary care to the City. This veterinary care provision is separate from and does not include any costs related to the cat or kitten subsequently born to be spayed/neutered, vaccinated, and microchipped as described in Section 2 Part A.

7. That PPHSC shall be responsible for the care of any cat approved for placement or kitten subsequently born under this MOU, shall humanely care for it, and shall seek to place each cat or kitten for adoption. PPHSC shall own any such cat free and clear absent a specific agreement, in writing, stating otherwise. Euthanasia shall be implemented only as a last resort and at the discretion of PPHSC's vet.

8. That the City agrees to hold PPHSC harmless from any costs associated with any former owner or person claiming ownership of any cat approved for placement pursuant to this MOU.

9. That PPHSC is responsible for submitting electronic billings to the City at the end of each month covered under this MOU. The City shall pay said bill within 30 days. PPHSC may suspend or terminate this MOU if any bill is outstanding for more than 30 days.

HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW
Chisholm, Minnesota 55719
preciouspaws2011@hotmail.com
(218) 254-3300

## MEMORANDUM OF UNDERSTANDING
## HIBBING ANIMAL INTAKE

10. That any disagreements arising from this MOU shall be submitted to mediation or arbitration prior to litigations.

11. That this MOU shall continue in full force and effect upon the terms contained within beginning on January 1, 2026 and ending on December 31, 2026, or upon the City contracting with a licensed animal shelter to provide full animal services to the City, whichever comes first. Said terms and conditions may be either extended or renegotiated following the initial term only if both parties agree to such extension or renegotiation, in writing.

**SO AGREED**:

| PPHSC by: | City of Hibbing by: |
| --- | --- |
| ___________________________________ | ___________________________________ |
| Title: Board President | Title: Mayor |
| Date: ______________________________ | Date: ______________________________ |
| ___________________________________ | ___________________________________ |
| Title: Board Treasurer | Title: City Clerk |
| Date: ______________________________ | Date: ______________________________ |

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

Remodel of the existing office space and conference room at the Central Range Public Works Facility.

**Strategic Initiative**

To remodel the existing office space and conference rooms in the south portion of the existing public works facility.

**Owner of Agenda Item**

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

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

Central Range Public Works - Change Order - Remodel $515,577.72

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

**Budgetary/Fiscal Impact**

$515,577.72

**Action Requested**

Requesting Council to approve the Change Order

**Attachments**

1. CRPW PR 06 Remodel

Adolfson & Peterson Construction

# CHANGE REQUEST

## AGREEMENT DETAILS:

Agreement #: 8600C
Date: 04/02/2025
Project #: 8600
Project Name:
Project Address:
,

## CHANGE DETAILS

CR: CRPW PR 06 & 06R
Status: Drafted
Change Date:

## OWNER:

City of Hibbing (CRPW)
1425 East 23rd Street
Hibbing, MN 55746

**Change Request:** CRPW PR 06 & 06R **Date:**

**Change Request Description:**

CRPW PR 06 & 06R Note: This proposal does not include foundation drain tile, foundation waterproofing, or mechanical. Those items have been submitted separately.

**Change Request Details:**

| Item# | Cost Code | Description | Amount |
|---|---|---|---|
| 001 | 26-0000-01-S | 8600HART - Hart Electric Of Northern Mn CRPW PR 06 & 06R | $49,986.00 |
| 002 | 06-0000-01-S | 8600INTE - Intercon Group Inc CRPW PR 06 & 06R | $443,810.00 |
| M-001 | 00-6216-03-M | General Liability Ins | $5,678.65 |
| M-002 | 00-6113-00-M | Performance Bonds | $5,993.70 |
| M-003 | 99-9999-99-F | Fee | $10,109.37 |

| | |
|---|---|
| Proposed Amount | $515,577.72 |
| Requested Days | 0 Days |

**CONTRACTOR**

**AP Midwest, LLC**

dba Adolfson & Peterson Construction

Signature: ______________________

By: ______________________

Its: ______________________

**OWNER**

**City of Hibbing (CRPW)**

Signature: ______________________

By: ______________________

Its: ______________________

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

# Hart Electric

10963 Meadowlark Lane
Hibbing, MN 55746

# Estimate

| Date | Estimate # |
|---|---|
| 1/9/2026 | 1773-R |

| Name / Address |
|---|
| AP Midwest LLC<br>5500 Wayzata Blvd #600<br>Minneapolis MN 55416 |

| Project |
|---|
| |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Project: CRPW Hibbing MN<br>RE: PR-6 Divisions 26000, 27000, 28000 | | | |
| labor | 254 | 115.00 | 29,210.00 |
| Material | | 16,082.00 | 16,082.00 |
| State Inspection Fee | | 150.00 | 150.00 |
| overhead and profit 10% | | 4,544.00 | 4,544.00 |
| | | 0.00 | |
| Note: Card reader and door strike are rough in only, camera is cabling only. | | | |

Estimater:Jeff Hart
218 966-6402

**Total** $49,986.00

| E-mail |
|---|
| hartelect@hotmail.com |

# CHANGE ORDER REQUEST

DATE: January 15, 2026

TO: Todd Erickson, Adolfson Peterson

FROM: Brian Lobbestael, Intercon Group Inc.

PROJECT: CRPW Reno

RE: PR #6R

## COR #15

Provide Construction services for PR #6R, including subcontractors, as required to fulfill our original contract work scope.

Lump Sum Pricing: $443,810.00

Rough Break-out:

General Conditions- $114K
Subcontractors- $187K (Concrete Sawing, Concrete, Iron work, Steel Supply, Roofing, Glass/Aluminum, Taping and Painting, Acoustic Ceilings, Cabinets/Counters, Doors and Hardware, Window Treatments, Flooring, Signage)
Demo- $51K
Carpentry- $33K
Metal Studs/Gyp- $45K
Per Diem- $14K

Thank you,

Brian Lobbestael
Intercon Group Inc.
218-464-2876

# Request for Council Action

**City Council Action**

**Description of Agenda Item**

Central Range Public Works - Change Order for Mechanical and HVAC $315,733.87

**Strategic Initiative**

Replacement of the rooftop units that are over 32 years old. This work should be done with the remodel project.

**Owner of Agenda Item**

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

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

Central Range Public Works - Change Order for Mechanical and HVAC $315,733.87
The rooftop units are over 32 years old. We would like to update these at the same time as we do the remodel project.

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

**Budgetary/Fiscal Impact**

$315,733.87

**Action Requested**

Asking Council to approve the change order.

**Attachments**

1. CRPW PR 6 Mechanical

Adolfson & Peterson Construction

# CHANGE REQUEST

## AGREEMENT DETAILS:

Agreement #: 8600C
Date: 04/02/2025
Project #: 8600
Project Name:
Project Address:
,

## CHANGE DETAILS

CR: CRPW PR6 Mech
Status: Drafted
Change Date:

## OWNER:

City of Hibbing (CRPW)
1425 East 23rd Street
Hibbing, MN 55746

**Change Request:** CRPW PR6 Mech **Date:**

**Change Request Description:**

CRPW PR 6 Mechanical

**Change Request Details:**

| Item# | Cost Code | Description | Amount |
|---|---|---|---|
| 001 | 23-0000-01-S | 8600BOBH - Bob Hecimovich Mech Contractng CRPW PR 06 Mech | $302,395.00 |
| M-001 | 00-6216-03-M | General Liability Ins | $3,477.54 |
| M-002 | 00-6113-00-M | Performance Bonds | $3,670.47 |
| M-003 | 99-9999-99-F | Fee | $6,190.86 |

Proposed Amount $315,733.87
Requested Days 0 Days

**CONTRACTOR**

**AP Midwest, LLC**

dba Adolfson & Peterson Construction

Signature: ______________________

By: ______________________

Its: ______________________

**OWNER**

**City of Hibbing (CRPW)**

Signature: ______________________

By: ______________________

Its: ______________________

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

Bob Hecimovich Mechanical Contracting, Inc.
11236 Spudville Road
Hibbing, MN 55746

1/8/2026
Central Range Public Works

**PR 6**

**Materials**

| Quantity | UOM | Description | each | | Total | |
|---|---|---|---|---|---|---|
| 300 | feet | 3/4" Copper Pipe | $ | 11.53 | $ | 3,459.00 |
| 100 | feet | 1/2" Copper Pipe | $ | 7.06 | $ | 706.00 |
| 40 | feet | 1" Copper Pipe | $ | 16.96 | $ | 678.40 |
| 8 | each | Koil Kit | $ | 322.37 | $ | 2,578.96 |
| 1 | each | 1" circuit setter | $ | 723.00 | $ | 723.00 |
| 1 | misc | Copper Fittings | $ | 1,750.00 | $ | 1,750.00 |
| 1 | misc | Copper Pipe Hangers | $ | 250.00 | $ | 250.00 |
| 100 | feet | 2" Gas Pipe | $ | 13.41 | $ | 1,341.00 |
| 1 | misc | 2" Gas Fittings | $ | 1,550.00 | $ | 1,550.00 |
| 1 | misc | 2" Gas Pipe Hangers | $ | 300.00 | $ | 300.00 |
| 60 | feet | 2" DWV Pipe | $ | 1.22 | $ | 73.20 |
| 1 | misc | 2" DWV Fittings | $ | 400.00 | $ | 400.00 |
| 1 | misc | 2" DWV Hangers | $ | 100.00 | $ | 100.00 |
| 1 | each | Mop Sink | $ | 900.00 | $ | 900.00 |
| | | | Sub Total | | $ | 14,809.56 |
| | | | Sales Tax | | $ | 1,166.25 |
| | | | 10% Mark-Up | | $ | 1,480.96 |
| | | | Total Materials | | $ | 17,456.77 |
| **Labor** | | | | | | |
| 320 | hours | Labor | $ | 125.00 | $ | 40,000.00 |
| **Crane** | | | | | | |
| 24 | hours | Crane and Operator | $ | 215.00 | $ | 5,160.00 |

| | | | |
|---|---|---|---|
| **Range Cornice Heating & Sheet Metal** | Labor | $ | 69,300.00 |
| | Materials | $ | 22,245.00 |
| | Equipment | $ | 65,805.00 |
| | T&B | $ | 3,600.00 |
| | 5% Sub M/U | $ | 8,047.50 |
| **Lake States Insulation** | Plumbing and Heating Pipe Insula | $ | 8,150.00 |
| | Supply Duct Insulation | $ | 3,980.00 |
| | 5% Sub M/U | $ | 606.50 |
| **Johnson Controls** | Labor | $ | 26,610.00 |
| | Material | $ | 28,670.00 |
| | 5% Sub M/U | $ | 2,764.00 |
| **TOTAL - PR 6** | | **$** | **302,394.77** |

## NOTE: We do not include any roofing, structural, or electrical

**Request for Council Action**

**City Council Action**

**Description of Agenda Item**
Central Range Public Works - Change order for waterproofing $124,925.76

**Strategic Initiative**
To waterproof the south side of the public works building. We have water intrusion in the city garage during heavy rain events.

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

**Introduction/Background/Justification/Key Issues/Legal**
Central Range Public Works - Change order for waterproofing $124,925.76
We will be placing a new parking lot on the south side of the public works building for the new Public Safety Building. We would like to waterproof the building before we place the new parking lot.

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

**Budgetary/Fiscal Impact**
$124,925.76

**Action Requested**
Asking Council to approve the change order.

**Attachments**
1. CRPW PR 06 Waterproofing

# CHANGE REQUEST

Adolfson & Peterson Construction

## AGREEMENT DETAILS:

Agreement #: 8600C
Date: 04/02/2025
Project #: 8600
Project Name:
Project Address:
,

## CHANGE DETAILS

CR: CRPW PR6 R1
Status: Drafted
Change Date:

## OWNER:

City of Hibbing (CRPW)
1425 East 23rd Street
Hibbing, MN 55746

**Change Request:** CRPW PR6 R1 **Date:**

**Change Request Description:**

CRPW PR 6 Breakout Foundation Waterproofing

**Change Request Details:**

| Item# | Cost Code | Description | Amount |
|---|---|---|---|
| 001 | 07-0000-01-S | 8600SWAN - Swanson & Youngdale Inc CRPW PR 6 & 6R waterproofing (includes {1} additional mobilization) | $47,900.00 |
| 002 | 31-0000-01-S | 8600RACH - Rachel Contracting Llc CRPW PR 06 & 06R excavation & tile | $71,748.00 |
| M-001 | 00-6216-03-M | General Liability Ins | $1,375.95 |
| M-002 | 00-6113-00-M | Performance Bonds | $1,452.29 |
| M-003 | 99-9999-99-F | Fee | $2,449.52 |

Proposed Amount $124,925.76
Requested Days 0 Days

## CONTRACTOR

**AP Midwest, LLC**

dba Adolfson & Peterson Construction

Signature: ______

By: ______

Its: ______

## OWNER

**City of Hibbing (CRPW)**

Signature: ______

By: ______

Its: ______

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

# RACHEL

**HPSB PR #6/6R**

Rachel Contracting, Inc.
5819 Highway 2
Hermantown, MN 55810
PH: 218.355.8487

**Date:** **02/04/26**

**Rachel Contracting**
**5819 Highway 2**
**Hermantown, MN 55810**

**Project Manager:** **Mike Friend**
**218.355.8487**

**Project Coordinator:** **Brilee Mass**
**218.355.8394**

**TO:** **Adolfson & Peteson Construction**
**408 W. Superior St.**
**Duluth, MN 55802**

**ATTN:**
**Todd Erickson**
**612.434.4062**

**JOB NAME/LOCATION**

**Rachel Job # 25045**
**Name City of Hibbing Public Safety Builing**

**We hereby submit our price for the following pricing request reflecting the change(s) attached on the following Summary Sheet.**

| | Amount |
|---|---|
| Vestible West Labor | $4,070.00 |
| Vestible West Material | $874.00 |
| Alternate Vestible East Labor | $37,030.00 |
| Alternate Vestible East Materials | $4,774.00 |
| Alternate Vestible East Shoring Allowance | $25,000.00 |

The additional cost included in this PR is a result of revisions to the waterproofing system to the west of the vestible. This cost includes excess excavation to create safe working conditions for the water proofers. Additionally, we included alternate pricing for excavation for waterproofing, and the installation of new drain tile from the vestibule east to the new building, as indicated on Sheet A042. This cost includes excavation and disposal of common soil, backfill using imported material, and draintile. Due to the generator pad having been installed prior to this work, excavation in this area will require the installation of a temporary shoring system to ensure safe conditions. Additionally, existing underground conduit is present within the excavation area and will require exposure using a hydrovac truck prior to proceeding with excavation activities.

| | |
|---|---|
| **Total CO Request** | **$71,748.00** |

ACCEPTED - The above prices and specifications of this Pricing Request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date: ____________________

Signature: ____________________

**If you have any questions regarding this change order request, please call the Project Manager listed at the top of this page.**

**Thank you.**

Wednesday, February 4, 2026

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

Attention: Mr. Todd Erickson

Regarding: Central Range Public Works (CRPW) – Hibbing, MN

Dear Mr. Erickson:

In response to your request and our review of the **Central Range Public Works (CRPW)** project construction document PR #006 dated 11/11/2025, we propose to furnish all labor, materials, equipment, supervision, and insurance to complete the following scope of work.

07 13 00 - Exist Exterior South Fndtn Wall Wtrprfg:

- Power Wash Clean Exist Fndtn Wall Free From Dust And Dirt
- Self-Adhered Sheet Wtrprfg Membrane (60 Mils)
- Adhesive Primer
- Detail Membrane And Slnt @ Transitions & Penetrations
- Drainage Board Over Wtrprfg Membrane And Extend To Outside Edge Of Conc Ftg
- XPS Insulation (R-15) 3" Thick Over Drainage Board Extending To Top Of Ftg
- Aluminum Term Bar And Sealant At Grade Termination
- Wtrprfg To Begin 4" Below Grade, Extend Down To, Across, And Vert Face Of Ftg Per Detail 15/A3-41
- Wtrprfg Extents Includes Key Note #12 As Shown On 1/A0-42 And Details 3 & 4/A0-42
- Assumes Exist Ftg Width Is 1'-0" Wide
- Includes One (1) Mobilization To Complete This Work

**Total Cost..........$44,960.00**

- **Vestibule And To The West..........$31,800.00**
- **Vestibule And To The East..........$13,160.00**

Add'l Mobs:

- Provide Add'l Mobs (Each)

**Total Cost..........$2,940.00**

Exclusions: Premium Time, Allowances, Substrate Drying, Winter Conditions, Tenting, Heating, Snow & Ice Removal, Exist Wtrprfg Or Dampproofing Removal, Asbestos Testing And Abatement, Substrate Repairs, Demo Of Any Kind, Metal Flashing, Drain Tile, Filter Fabric, Drainage Aggregate And Fill, Expansion Joints, Finish Slnts, Penetration Grouting And/Or Void Infill, Link Seals, Prcst Grouting Or Caulking, Out Of Place Mock-Ups, Special Testing And Inspections, Any Other Work Not Listed Above.

Thank you for the opportunity to be of service. Please feel free to contact me with any questions or concerns.

Respectfully,

Swanson & Youngdale

*Jeffrey A. Holmgren*

**Jeffrey A. Holmgren**
Project Manager
Cell: (651) 368-5597

Print Form

HIBBING

# APPLICATION FOR PUBLIC UTILITIES COMMISSION
# CITY OF HIBBING, MINNESOTA

Name: Dawn Bergerson Date: 11/19/25

Address: 3312 7th Ave W Hibbing MN 55746
Street Address City State Zip

Phone #: 218-839-7150 (Cell) 218-208-0841 (Work)

E-mail Address: dawnbergerson@gmail.com

**Eligibility Requirements (Please check if applicable):**

| | |
|---|---|
| I am 18 years of age. | ✔ |
| I am a Hibbing resident. | ✔ |
| I am a registered voter within the City of Hibbing. | ✔ |
| I have not been convicted of a felony in the past 10 years. | ✔ |
| **I am interested in serving on the Public Utilities Commission.** | ✔ |

Your occupation/profession: ISD 701 Teacher
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Public Utilities Commission?

I think like all small towns, Hibbing is struggling when it comes to infrastructure. So much negativity on social media and you never hear the real side of issues from those who know what is going on. I feel it is time for me to step up and give of some of my time to help make Hibbing a better place to live. I feel transparency is very important and to own up to mistakes when they happen. I have lived in Hibbing for 32 years, I am a teacher who gets to teach in her high school and I have great Hibbing pride.

What skills, knowledge or experience do you have to serve on the Public Utilities Commission?

I am a business owner in town and I feel I have great listening skills and ideas. I catch onto things fast and I am good at figuring out problems and celebrating successes. I understand finances and do the accounts payable and receivable for our business, I am the teacher's union treasurer in town and I am also the Crane Lake Volunteer Fire Department treasurer. This commission would be a learning curve for me, but I feel that I would handle that ok.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Dawn Bergerson Date: 11/19/25

***Download & submit to*:** City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 **-- or --** send via email to **candieseppala@hibbingmn.gov** or hit the submit button below.

Submit Via Email

# Dawn S. Bergerson
3312 7th Ave W
Hibbing MN 55746
218-839-7150


## EDUCATION

**Bemidji State University** — **Bemidji, MN**
Masters in Special Education — **Spring 2009**

**Bemidji State University** — **Bemidji, MN**
EBD/LD Licensure K-12 — **Summer 2006**

**Bemidji State University** — **Bemidji, MN**
Bachelor of Science Degree — **Spring, 1998**
Major: **Elementary Education**
Specialty: **Early Childhood Special Education**
Licensure: **K, 1-6**

**Hibbing Community College** — **Hibbing, MN**
Associate of Arts Degree — **Spring, 1995**

**Hibbing High School** — **Class of 1991**

## EMPLOYMENT

**High School Special Education Teacher, Hibbing, MN** — **2014-Present**
- Teach English & Math to 9-12 students.
- Case managed 26+ students (due process)
- Successfully manage the classroom
- Work as a vital member of the SPED department

**Trail's End Resort** — **June 2022-Present**
- Kitchen Prep
- Waitress
- 

**Handbergs Marina** — **June-August 2019**
- Waited on customers
- Worked in Gift Shop
- Fueled boats and other Marine responsibilities

**High School Special Education English Teacher, Pine River, MN** — **2013-2014**
- Teach English to 9-12 students.
- Case managed 18+ students (due process)
- Successfully manage the classroom
- Work as a vital member of the SPED department

**New Beginnings Teacher, Pine River/Backus School District, Pine River, MN** — **2005-2013**
- Teach English and Social to 9th & 10th grade students.
- Organized all the service learning and field trips for students.
- Successfully manage the classroom.
- Kept up the paperwork for 4 students with special needs.

# Dawn S. Bergerson

3312 7th Ave W
Hibbing, MN 55746
(218) 839-7150


## Other Work Experience

| | |
|---|---|
| **School Bus Driver**, Pine River/Backus Schools, Pine River, MN | **2003 – 2014** |
| **Cashier/Bookkeeper,** Jerry's Supervalu, Pine River, MN | **2003 – 2005** |
| **Co-Owner,** Genesis Refrigeration, Pine River, MN | **1995 – Present** |
| **School Bus Driver**, ISD 821, Menahga, MN | **1996 – 2003** |
| **School Bus Driver**, ISD 309, Park Rapids, MN | **1995** |
| **School Bus Driver**, ISD 801, Hibbing, MN | **1994** |

## Volunteer Experiences

| | |
|---|---|
| Alpha Delta Kappa Teacher Sorority | **2019-2024** |
| Abundant Life Church | **2014-2022** |
| Scholarship Committee-Pine River/Backus Schools | **2011-2014** |
| Parent Teacher Organization, Pine River-Backus | **2008-2013** |
| Cub/Boy Scout Secretary/Treasurer/Den Leader, Pine River-Backus | **2009-2013** |
| Policy Council, BI-CAP | **2003-2005** |
| Policy Council, OTWCAC | **2002-2003** |

## Technology

I have successfully used the following technology in my classroom:

- iPads
- Smartboards
- Document Camera
- Projector

## Interests

Reading, music, camping, snowmobiling, motorcycling and hunting.

## Credentials

Official credentials on file with Career Services, 1500 Birchmont Drive NE, Box 18, Bemidji State University, Bemidji, MN 56601-2699 (218) 755-2038

Dawn S. Bergerson
3312 7th Ave W
Hibbing, MN 55746
(218) 839-7150

## REFERENCES

**Jeanne Sorenson**
Owner of Trail's End Resort
(712) 660-0994

**Stephanie Marturano**
Hibbing High School Special Education Teacher
Hibbing, MN 55746
(952) 250-5196 (cell)
email: stephanie.marturano@isd701.org

**Laurie Allison**
Hibbing High School Teacher
Hibbing, MN 55746
(218) 929-3336 (cell)
email: laurie.allison@isd701.org

**Nathan Lutzka**
Director of Special Education, Hibbing
(218)-208-0841 ext 11272
Email: nathan.lutzka@isd701.org

HIBBING

# APPLICATION FOR PUBLIC UTILITIES COMMISSION
# CITY OF HIBBING, MINNESOTA

Name: Jeffrey Allen Stokes Date: 11/24/25

Address: 11688 River View Dr. Hibbing MN 55746
Street Address City State Zip

Phone #: 218 966-7075 (Cell) ____________ (Work)

E-mail Address: Stokesjeffrey@hotmail.com

**Eligibility Requirements (Please check if applicable):**

- [x] I am 18 years of age.
- [x] I am a Hibbing resident.
- [x] I am a registered voter within the City of Hibbing.
- [x] I have not been convicted of a felony in the past 10 years.
- [x] **I am interested in serving on the Public Utilities Commission.**

Your occupation/profession: Former HPU employee (retired)
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Public Utilities Commission?

I'd Love to give back to the HPU for the 35 years of employment it gave me!
Very interested to keeping it open for generations to come.
It would be a big Loss for the community to Lose its employees and a approximate 35 Million per year asset to Hibbing.

What skills, knowledge or experience do you have to serve on the Public Utilities Commission?

Having worked for the HPU. I have a very good understanding of the utilities and its operation.
Thank You for this opportunity!

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: ____________ Date: 11/24/25

***Download & submit to*****:** City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 **-- or --** send via email to **candieseppala@hibbingmn.gov** or hit the submit button below.