HIBBING CITY COUNCIL
Regular Meeting
Wednesday, April 1, 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. MAYOR FOR A DAY RECOGNITION

IV. ADDS AND DELETES:

1. ADD's: CONSENT AGENDA #2, #13-#17
   ADD's: DEPARTMENT & COMMITTEE REPORTS #3a

V. APPROVAL OF THE AGENDA:

VI. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of March 18, 2026

VII. CONSENT AGENDA:

1. Approve Accounts Payable dated March 27, 2026 checks #182419-182487 and drafts totaling $856,626.22

2. Approve Accounts Payable dated April 1, 2026 checks #182488-182494 totaling $42,082.18

3. Approve City Payroll for the pay period ending March 20, 2026 in the amount of $638,616.99

4. Approve the hire of Jeff Lang for Equipment Operator II effective April 2, 2026.

5. Approve the hire of Christian Waldvogel for Full-Time Patrol Officer with the Hibbing Police Department pending pre-employment contingencies.

6. Approve the hire of Benjamin Waller for Full-Time Patrol Officer with the Hibbing Police Department pending pre-employment contingencies.

7. Approve the promotion of Ashley Kurtz for the Full-Time Captain II position with the Hibbing Police Department effective April 4, 2026.

8. Approve the updated 2-year management and operation agreement with the Hibbing Tourist Center Senior Citizens to operate the Hull Rust Mine View visitor center.

9. Approve the Ride-a-Long Agreement with Lake Superior College for Fire/EMS Students

10. Declare one garbage truck, one tipper body truck and one flatbed deck surplus

11. Declare the equipment list for the City Services Department as surplus.

12. Approve the fee agreement for March 1, 2026 — March 1, 2027 between USI Insurance Services LLC and the City of Hibbing for brokerage services in the amount of $26,000

13. Approve the Temporary On-Sale Liquor License of Valentini's Supper Club to dispense alcohol at the Seppala/Doherty Wedding on Saturday, April 25, 2026 at the Hibbing Memorial Building

14. Approve the hire of Dale Neuenschwander for the Full-Time Equipment Operator/Maintenance position for the Cemetery pending pre-employment contingencies.

15. Approve the invitation letter to the Hull Rust Mine View Exhibition unveiling and authorize the Mayor to sign.

16. Authorize the Mayor to sign the letter of support of HF4668/SF 4634 Strengthening the Minnesota Film Production Tax Credit

17. Proclaim April as 2026 Sexual Assault Awareness Month and authorize the mayor to sign the proclamation

18. Set the next regular Hibbing City Council Meeting for 5 p.m. Wednesday, April 15, 2026, in the Hibbing City Hall Council Chamber

19. Set the Hibbing City Council Workshop Meeting from Wednesday, April 15, following the regular City Council Meeting at 5 p.m. in the Hibbing City Hall Council Chamber

20. Approve the Raffle Permit Application Request of Precious Paws Humane Society of Chisholm to hold their raffle on May 31, 2026 at the Hibbing National Guard Armory
Raffle Permit #26-04-01

VIII. PUBLIC FORUM:

IX. CITY COUNCIL REPORTS

1. RAMS

Chisholm Hibbing Airport Authority
Hibbing Public Utilities Commission
Hibbing Economic Development Authority

X. DEPARTMENT AND COMMITTEE REPORTS:

1. **Community Development Director Betsy Olivanti**

   a. Approve the Wetland Bank Review and Expansion Feasibility Analysis Study with Bolton & Menk in the amount of $5,400.

   b. Approve funding in the amount of $250,000 from the undesignated fund balance for New Haven Drive Phase 1.

2. **Building Official Pat Green**

   a. Offer Resolution No. 26-04-01 to make an application to and accept funds from the IRRR Residential Redevelopment Grant Program in the amount of $32,128.00.

3. **City Attorney Andy Borland**

   a. Offer ORDINANCE NO 459, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "Land Use Regulation", BY AMENDING SECTION 11.05 ENTITLED 'USES PERMITTED IN ZONE DISTRICTS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS. THE CITY

4. **City Administrator Greg Pruszinske**

   a. City Administrator's Report

XI. BIDS AND QUOTES:

1. **City Engineering Jesse Story**

   a. Hibbing Public Safety Building Change Order #3 - Contingency

   b. New Haven Drive Phase 1- Project Award $786,838.24

2. **City Services Director Nick Arola**

   a. Hibbing Public Library Tech Hub/Restroom Renovation — Project Award $363,000

3. **Fire Chief Erik Jankila**

   a. LUCAS CPR Device

   b. Ambulance remount from Braun Northwest for a cost not to exceed $225,000.

XII. ADJOURNMENT:

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

Payroll Recap & Funding
Biweekly Regular 03/27/2026

Pay Date: 03/27/2026

Payroll Overview

Payroll		Biweekly Regular 03/27/2026
Pay Date		03/27/2026
# Employees		160
# Paid Employees		160
# Pay Statements		162
# Regular	160	
# 3rd Party Sick	2	
# Pay Periods		1
EE's Paid More Than Once		2
Base Compensation Changes		4
New Hires		1

Employee Payments

	#	EE's	$ Amount	
3rd Party		2	4,697.02 [3]	
Direct Deposits Debited	217	158	263,400.81 [D]	
Total				**268,097.83**
(3P) Party Payments				**-4,697.02**
(D) POD6 | UKG Payroll Services Admin Debit				**-263,400.81**
Your Remaining Bank Account Liability				**0.00**
Vouchers Printed	2			
Vouchers Suppressed	0			

Taxes

	EIN	EE's	$ Amount	
FIT/EE	41-6005232	133	36,987.73	
FICA/ER	41-6005232	105	13,784.58	
FICA/EE	41-6005232	2	321.65 [3P]	
FICA/EE	41-6005232	104	13,462.93	
MEDI/ER	41-6005232	160	5,853.68	
MEDI/EE	41-6005232	2	75.22 [3P]	
MEDI/EE	41-6005232	160	5,778.46	
SIT:MN/EE	8022766	2	93.92 [3P]	
SIT:MN/EE	8022766	135	17,476.00	
Total				**93,834.17**
(3P) Remitted by 3rd Party Sick				**-490.79**
Your Remaining Tax Liability				**93,343.38**

Vendor Liabilities

	EE's	$ Amount
AFLAC-WWHQ	5	302.25
AFSCME MN COUNCIL 65	56	3,640.56 [C]
City of Hibbing Insurance	123	164,239.97 [D]
City of Hibbing PFML	160	3,461.24 [D]
EMPOWER	67	9,346.09
FIREFIGHTERS LOCAL #173 C/O HI	23	1,871.28 [C]
HIBBING POLICE ASSOCIATION	15	150.00 [D]
Lincoln Financial Group	18	4,180.20
MAPE UNION ATTN: JULIE LEE	5	375.39 [C]
METLIFE	8	317.57 [C]
MINNESOTA TEAMSTERS NO. 320	3	358.00 [C]
MN CHILD SUPPORT PAYMENT CEN	2	765.56 [D]
MN PERA	136	89,285.55

--More--

Vendor Liabilities - Continued

	EE's	$ Amount	
MN PUBLIC EMPLOYEES ASSOCIATI	20	960.00 [C]	
NATIONWIDE	14	2,045.00	
RCB COLLECTIONS range credit bu	1	110.87 [C]	
Riverview Law Office, PLLC	1	463.27 [C]	
Total			**281,872.80**
(D) POD6 | UKG Payroll Services Admin Debit			**-168,616.77**
(C) Vendor Checks			**-8,096.94**
Your Remaining Vendor Liability			**105,159.09**

Total

Total	**638,616.99**
POD6 | UKG Payroll Services Admin Debit	**-432,017.58**
Total of Your Responsibility	**206,599.41**

Recap

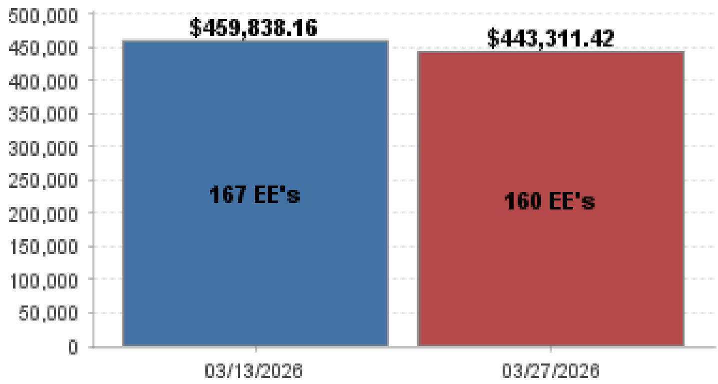
POD6 | UKG Payroll S	Date	Bank Account #	$ Amount
Vendor Payment SPA	03/26/2026	x0087	168,616.77
Empl. Dir. Dep. SPA	03/26/2026	x0087	263,400.81
		Total Debits	**432,017.58**

Cash Requirements: x0087	$ Amount
Vendor Payment SPA	168,616.77
Vendor Checks	8,096.94
Tax Payment	93,343.38
Empl. Dir. Dep. SPA	263,400.81
Total	**533,457.90**

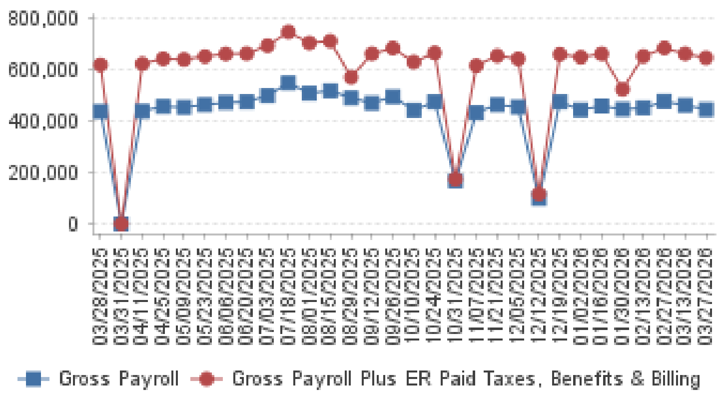
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	443,383.04	61.62
ER Deduction	180,845.12	
ER Tax (Offset)	19,638.26	
Deduction	7.27	101,034.95
Check		4,697.02
ER Tax		19,638.26
Tax		74,195.91
ER Deduction (Offset)		180,845.12
Direct Deposit		263,400.81
	643,873.69	**643,873.69**

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



<u>MINEVIEW - MANAGEMENT, OPERATION</u>
<u>AND MAINTENANCE AGREEMENT</u>

THIS AGREEMENT is entered into by and between the City of Hibbing, a Municipal Corporation, hereinafter referred to as "City" and the Tourist Center Senior Citizens, Inc., a non-profit corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as "Contractor."

WHEREAS, the City is the owner of premises called the Hibbing MineView which is within the city limits of the City of Hibbing, and

WHEREAS, the City is desirous of entering into a contract for the professional management of said MineView, and

WHEREAS, the Contractor desires to manage, operate and maintain the MineView, subject to the City's use of the facility.

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

1. **<u>Authority to Contract and the Premises Subject to the Contract</u>**. The City contracts with the Contractor for the term and upon the conditions hereinafter set forth for the management of those certain premises owned by the City situated in the City of Hibbing, St. Louis County, Minnesota, described as the Hibbing MineView.

The City of Hibbing, being a Statutory City under the laws of the State of Minnesota, with the power to enter into Contracts pursuant to Minnesota Statutes Section 412.221, Subd. 2 and under the authority of Minn. Stat. §§412.211, 471.191, and 471.193, which includes but is not limited to authorization to operate and maintain a MineView tourism site for the benefit of its citizens ("Government Program"), is desirous of entering into a Use Agreement subject to the approval of the Office of Management and Budget and pursuant to General Obligation Bond Proceeds awarded to the City of Hibbing through the Minnesota Department of Employment and Economic Development. (Grant #SPAP-20-0017-P-FY21)

The term "Premises" refers to that real property where the Hibbing MineView sits on the Susquehanna Dump and any and all improvements located thereon.

2. **Term**. The term of this agreement shall be for a total of two (2) years, commencing on May 1, 2026, and ending on April 30, 2028. The City may, at the end of the term, renew this agreement upon the same terms and conditions as set forth herein for a period of two years. The City is under no obligation to renew this Agreement and may terminate this Agreement at any time with reasonable Notice.

3. **Compensation**. The Contractor shall be compensated for its services provided hereunder as follows:

> The City shall pay no direct compensation for the Contractor's efforts in managing the facility; however, the City shall allow the contractor to manage and keep all profits it may receive for its operation of the facility.

4. **Funds Control**. The Contractor shall be responsible for all monies received by it from operations of the Hibbing MineView.

The City reserves the right to review and/or audit all of Contractor's activities through this Use Agreement at any time the City desires to ensure the Contractor is appropriately managing the funds it receives from its activities and is compliance with its General Obligation Grant Agreement. Contractor shall provide City an initial program evaluation report and annual, or more frequent, budgets for the Governmental Program to be operated in the Premises, which show program revenues and expenses. Contractor shall provide City on January 1st of each year of the term with a written statement that it is operating and maintaining the Premises for the Governmental Program.

Contractor is also obligated to provide any and all information as to its operation of the facility upon request of the Commissioner of the Office of Management and Budget.

5. **Use of Premises**. The Contractor agrees to use the premises for the purpose of the Governmental Program, including operating a tourist sight-seeing facility and provide the usual and ordinary services provided at the MineView facility for public gatherings, social facilities, food and beverage concessions, and sale of touristy items.

The Contractor shall offer programs for all ages as are feasible to promote the sight-seeing opportunities for the general public.

The Contractor shall be obligated to pay for all federal, state and local licenses and permits, and all sales and excise tax required for the operation of any food or beverage concession, apparel, and/or touristy items sales.

The Premises shall not be used for any illegal purpose or in violation of any valid regulations of any governing body exercising jurisdiction over the premises, nor, in any manner, to create a nuisance or trespass, nor in any manner which would invalidate the insurance coverage of said premises. The contractor, its sub-contractors, if any, and concessionaires, if any, agree to cooperate with the City in the event the City conducts recreational or community related activities at the facility. The City agrees that such activities shall be conducted in such a manner so as to have minimal interference with regular facility operations.

6. **Sight-seeing Fees and Charges**. The Contractor and the City Council shall determine if there will be fees and charges for sight-seeing and/or selling merchandise and in the event Contractor and the City Council determine that there will be such fees or charges, Contractor and the City Council shall determine the amount of all of such fees and charges. All proceeds from these fees and charges shall be the sole property of the Contractor.

The Contractor will promote the use of the facility through its marketing plan and the City will exercise its best efforts in assisting in the promotion of the MineView's facility for recreation, tourism and/or economic development.

7. **Daily Operations**. The facility will be operated during the spring, summer and fall seasons, weather conditions and maintenance schedules permitted, with opening and closing times as the Contractor deems appropriate. The Contractor shall exercise reasonable judgment in closing the facility, for whatever reason, and the City shall be immediately notified of the decision of closing times and the City shall reserve the right to independently operate the MineView at those times of closure determined by the Contractor if the City so chooses.

8. **Maintenance and Repair of MineView and Facilities**. The Contractor, throughout the term of this agreement, shall keep and maintain all building structures of every kind, which may be part of the facility, in as good or better condition than said structures and improvements thereon were at the beginning at the term, ordinary wear and tear, force majeure and damage caused by the City excepted. Contractor agrees to keep clean and in a sanitary condition, all premises used by the Contractor and, more particularly, the lavatories and any concession facilities. The Contractor is responsible for the disposal of waste generated by the operation of the premises. The Contractor will comply with all applicable local and state health laws and regulations. The City reserves the right to inspect the facilities without notice and demand that conditions, which are in its opinion, unsanitary, be corrected without delay. Repairs to the facilities, improvements and/or fixtures, shall be the responsibility of the City,

which shall be performed promptly in such a way as to minimize any loss of time to the Contractor.

The City shall be responsible for the maintenance of the parking lots, for the plowing and snow removal from the same, associated with facilities.

In the event it becomes necessary to perform any public improvement work on the premises, it shall be the responsibility of the City to perform such work at its expense. For purposes of this agreement, public and capital improvement shall include, but not limited to, utility installation, major structural improvement to building, sewer or water lines, and repair to damage caused by natural disaster or force majeure. In no event shall the City be required to make repairs or improvements if damages are caused by the Contractor or its sub-contractors or agents or employees, negligent acts of omission or commission.

Should the premises be so damaged by fire casualty, vandalism, natural disaster, acts of force majeure or any other cause whatsoever, so as to render the premises untenable or unfit for the purpose of this contract, the parties shall negotiate reasonably and in good faith regarding which, if any, provisions or provision of this agreement may be modified, suspended or renegotiated as a result of such damage to the premises.

The Contractor shall not make any major alterations, additions, major repairs, permanent decorations, restorations or improvements of the premises without first submitting plans and/or specifications for the same to the City for its written approval. A major alteration shall be defined as any activity which substantially changes the physical appearance, condition or intended purpose of the facility, its building or fixtures. Specific written authority to perform such alterations must be approved by the City. Such authorization shall be specifically conditioned upon the Contractor's agreement that the Contractor or its sub-contractor shall supply a performance bond, a letter of credit or satisfactory proof of funds available for the payment of all debts and claims arising from such construction permitted by the City. Any improvements, alterations, repairs, etc. made by the Contractor shall become the property of the City.

The Contractor shall be responsible for providing all labor, supplies and materials that are reasonably necessary to assure the proper condition and operations of the Hibbing MineView and the building and premises. The City shall be responsible for seasonable adjustments relative to the care during off season months of the facility, including but not limited to, the necessary preventive maintenance to the facility, its systems and equipment. Work done by the Contractor in connection with the general maintenance necessary to maintain the proper condition of the MineView shall be in accordance with generally accepted methods for the facility.

9. **Food and Concessions**. The Contractor shall have the right to operate food and beverage services along with the sale of items

within the facility on its own behalf under this agreement. Proceeds from the sale of food or other items shall be the sole property of the Contractor. The Contractor may sub-let the food concessions in the facility upon prior consent of the City, which shall not be unreasonably withheld. Adequate records shall be maintained and shall be subject to review by the City.

10. **Liens**. The Contractor shall keep all of the facility's herein mentioned, and every part thereof, all buildings and equipment, at any time located thereon, free and clear of any and all mechanic's, material men's or other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished in connection with any operation of the Contractor, any alteration, improvement or repairs or additions which Contractor may make or permit, or caused to be made, or any work or construction by or for permitted by the Contractor on or about the premises or any obligations of any kind incurred by the Contractor.

11. **Capital Improvements**. The City has the right to make whatever capital improvements it deems necessary or desirable at any time, without expense to the Contractor. Prior to making such improvements, the City shall meet with the Contractor to discuss the effect of the improvement and the making of such improvements upon said premises.

12. **Machinery and Equipment**. It is expressly understood that the City is to provide, during the term of this agreement, all

necessary maintenance equipment to be used in said facility. The City reserved the right to inspect, without notice, inventories and schedules of maintenance for equipment and to inspect its equipment for its usage and condition.

All machinery, equipment and/or furniture or fixtures purchased with funds provided by the City for the operation of the facility must be used solely for the operation of the premises mentioned herein.

13. **Agreement**. It is expressly understood and agreed that the City enters into this agreement with the Contractor based upon the purchase of services and not based upon an employer/employee relationship. The Contractor represents that it has, or will secure, personnel qualified to perform the duties required to be performed under this agreement. Such personnel shall not be deemed, in any way, directly or indirectly, expressly or implicitly, to be employees of the City.

Any personnel employed by the Contractor, or volunteers for the Contractor, to perform the services hereunder shall be the employee of the Contractor or independent Contractor, who shall have the sole right to hire and discharge such employee.

It is further understood that the considerations expressed herein constitute the full and complete compensation for all services performed hereunder and any sums due and payable to the Contractor shall be paid as a gross sum with no withholdings or deductions made by the City for any purposes from any said contract sum.

The Contractor shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal or state income taxes, social security, unemployment compensation or any other withholding which may be required.

14. **Access**. The City shall have the right of access to any and all portions of the premises at any and all times of the day, with or without notice for the purpose of inspecting, analyzing or gathering information related to the premises itself.

15. **Insurance**. The Contractor shall procure and maintain, during the term of this agreement, all policies of public liability insurance insuring the Contractor and the City against claims by persons who have been injured or may be injured or otherwise damaged as a result of the operations of the facility as provided in this agreement. Such insurance shall cover all acts of the Contractor, its agents or employees, whether acts or omission or commission, said policy shall be written by an insurance company licensed to do business in the State of Minnesota and shall provide the City as a named insured as its interest may appear. Said policy shall provide general public liability coverage in an amount to the extent of the liability limits set forth in Minnesota Statute Section 466.04, as may be amended from time to time, and no less.

The City may, at its option, obtain such insurance against theft or other loss, damage or destruction of physical facilities and/or equipment, which are covered under this agreement, as the City may deem appropriate. Any such insurance shall name the City as the sole insured.

16. **Indemnification**. The Contractors shall indemnify, save and hold harmless the City from and against any all losses, costs, including attorneys' fees, damages, expenses and liability, including statutory liability and liability under workmen's compensation and unemployment compensation laws, in connection with any claim for damage as a result of injury or death of a person or damage to any property of the Contractor, its agents, employees, customers, invitees, contractors, sub-contractors, and all other persons which may arise from and in any manner grow out of any acts of negligence on or about the premises by the Contractor, its agents, employees, customers, invitees, contractors, sub-contractors, and all other persons.

17. **Taxes**. The premises are owned by the City of Hibbing and, as such, are presently exempt from real estate assessments and taxes. In no event shall the Contractor be liable for the payment of any real estate taxes related to the premises hereunder.

18. **Signs**. Contractor shall be permitted to erect and display, or permit to be erected and displayed, signs within the premises. Advertising of any kind exposed to persons outdoors shall only be by the prior written consent of the City. Any revenues received by the Contractor for said advertising within the premises and facilities shall be the property of the Contractor.

19. **Rules and Regulations**. The Contractor shall prepare written rules and regulations concerning the use and operations of the MineView.

20. **Default and Termination**. In the event the Contractor defaults in the performance of any obligation hereunder, which it must perform pursuant to the terms of this agreement, the City may terminate said agreement. Upon discovery of the Contractor's failure to properly perform and the Contractor in default, the City shall provide the Contractor with written notice describing the default and giving the Contractor thirty (30) days to cure such default. If, at the expiration of thirty (30) days the default has not been corrected, the City may, in its option, without further notice to the Contractor, declare this Agreement to be terminated, null and void, and immediately take possession of the premises and exclude the Contractor from entry thereon.

Notwithstanding any other provisions of this Agreement to the contrary, if the Governmental Program is terminated or changed in response to changes in state law in such a manner as to (a) cause this Agreement and the operation of the Premises to be inconsistent with the changed Governmental Program or (b) to remove the statutory authority for the Landlord to operate the Governmental Program, then this Lease shall be terminated by thirty (30) days written notice to Tenant ("Termination Date"), provided further that any termination pursuant to this Section will be deemed automatically rescinded and of no force or effect if within said thirty (30) day period Tenant conforms its operation to the changed Governmental Program. Tenant's failure to cease operation of the Leased Premises on the Termination Date shall be a default under this Lease.

Upon the termination of this Agreement, for any reason, the Contractor shall be allowed access to the property to remove its personal property located thereon that is not part of this Agreement.

21. **Possession and Termination**. Upon termination of this Agreement by either party, as provided herein, the Contractor agrees to cooperate with the City to facilitate an orderly transfer of said premises and personal property under its control so that there will be minimal interruption of facilities operations.

22. **Assignment**. The Contractor may not assign or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the City. Any attempt to assign or transfer its obligations or duties hereunder, without such consent, shall be void.

23. **Availability of Funds**. It is expressly understood that the fulfillment of the conditions of this Agreement by the City is conditioned upon the budgeting of sufficient City revenue and any cessation or reduction of funding shall, in the option of the City, constitute grounds for voidance of the Agreement, subject to provisions herein.

24. **Partnership, Joint Venture, Fiduciary Relationship No Created Herein**. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, relationship of principal and agent, between the Contractor and City, it being understood that the sole relationship generated hereunder is a management agreement.

25. **Minnesota Laws**. It is agreed that this Agreement shall be construed and in force with the laws of the State of Minnesota.

26. **Severability**. Each provision, section, sentence, clause, phrase or word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

27. **Data Practices Act**. Contractor acknowledges by executing this Agreement that the information and data collected in the process of managing the Hibbing MineView for the City of Hibbing may subject such data to the Government Data Practices Act of the State of Minnesota and, as such, said data accumulated may be subject to data requests.

28. **Approval by MMB**. This Agreement is subject to the approval of the Commissioner of Minnesota Management and Budget.

29. **Modification and Amendment**. This Agreement may be modified or amended upon the mutual agreement of the parties in writing and fully executed by both parties and subject to the approval of the

Commissioner of Management and Budget. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

30. **Entire Agreement**. This constitutes the entire Agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, agreements, whether written or oral, between the parties, or past prior practice.

[Remainder of this page intentionally left blank. See subsequent pages for signatures and acknowledgments.]

CITY OF HIBBING

By:______________________________
Pete Hyduke
Its Mayor

By:___________________________________
Candie Seppala
Its Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of __________________, 2026, by Pete Hyduke, the Mayor of the City of Hibbing, a Municipal Corporation under the laws of Minnesota, on behalf of said municipal corporation.

____
Notary Public
My commission expires __________________

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____________, 2026, by Candie Seppala, the Clerk of the City of Hibbing, a Municipal Corporation under the laws of Minnesota, on behalf of said municipal corporation.

____
Notary Public
My commission expires __________________

TOURIST CENTER SENIOR CITIZENS, INC.

By: ________________________________

Its Director

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____________, 2026, by ____________________________, the Director of the Tourist Center Senior Citizens, Inc., a non-profit corporation under the laws of Minnesota, for and on behalf of the corporation.

____
Notary Public
My commission expires _____________

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

LAKE SUPERIOR COLLEGE

AND

HIBBING CITY OF MN - FIRE DEPARTMENT

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of LAKE SUPERIOR COLLEGE, Minnesota (hereinafter "the College/University") and HIBBING CITY OF MN – FIRE DEPARTMENT, located at 2320 BROOKLYN DRIVE, HIBBING, MN, Minnesota (hereinafter "the Facility"). The Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established an AcuteCare Paramedic Program, Paramedicine Program, Emergency Medical Services-Paramedic Programs and/or Emergency Medical Technician Program for qualified students preparing for and/or engaging in emergency medical services careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in emergency medical services for the educational needs of the emergency medical services program(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified emergency medical services personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of emergency medical services programs enrolled in the College/University.

NOW, THEREFORE, It Is Mutually Agreed By And Between The Parties:

1. COLLEGE RESPONSIBILITIES

a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: an AcuteCare Paramedic Program, Emergency Medical Services-Paramedic Programs, Paramedicine Program, and/or an Emergency Medical Technician Program. Each program is approved by the Minnesota Department of Health and/or the Emergency Medical Services Regulatory Board (EMSRB) and/or accredited by the North Central Association of Colleges and Secondary Schools.

b. The College/University will supervise its students during the clinical experience program at the Facility through preceptors assigned by the College/University. The College/University will provide its emergency medical services faculty to effectively implement the clinical experience program at the Facility. The College/University faculty so assigned will hold current paramedic or emergency medical technician certification valid in the State of Minnesota.

c. The College/University faculty will be responsible for scheduling student clinical experience program hours, reviewing student evaluations written by preceptors, and grading each student. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.

d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.

e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.

f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.

g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain student permission to submit data regarding their health status to the Facility.

i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statues Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

2. FACILITY RESPONSIBILITIES

a. The Facility will have current licensure by the Minnesota EMS Regulatory Board.

b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.

c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.

d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.

e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.

f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may, upon request, be used by the College/University faculty and students who are participating in the clinical experience program.

g. The College/University faculty and students participating in the clinical experience program will be permitted to use Facility's library in accordance with the Facility's policies.

h. When available, the Facility will, upon request of the College/University, make lockers, cloak rooms, or similar spaces available for College/University faculty and students during assigned clinical experience program hours. The Facility may require College/University faculty and students to share such spaces.

i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.

j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

3. MUTUAL RESPONSIBILITIES

a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.

b. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:

   i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;

   ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;

iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;

iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate);

v. Communication to identify areas of mutual need or concern;

vi. Communication to seek solutions to any problems which may arise in the clinical experience program; and

vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's emergency medical services curriculum.

c. **HIPAA**. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

d. **Insurance**

Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

Commercial General Liability Insurance

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits not less than $500,000 per person and $1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance with limits not less than $2,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage.

Commercial Automobile Liability Insurance

The Facility will maintain Commercial Automobile Liability insurance, covering automobiles used in the clinical experience program, with a limit not less than $2,000,000 combined single limit for bodily injury and property damage.

Professional Liability Insurance

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

4. REQUIREMENTS OF STUDENTS

a. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella.

   A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.

b. Students participating in the clinical experience program are encouraged to carry their own health insurance.

c. Students participating in the clinical experience program are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

5. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

a. Any emergency medical care available at the Facility will be available to College/University students and faculty members. College/University students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University. Any charges or expenses attributable to emergency medical care of a College/University faculty member at either the Facility or the College/University which are not paid by the College/University will be the responsibility of the College/University faculty member.

b. Any College/University student or faculty member who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as he or she chooses. All hospital or other medical costs arising from such College/University student injury or illness shall be the sole responsibility of the student who received the treatment and not the responsibility of the Facility or the College/University. Any hospital or other medical costs arising from such College/University faculty member injury or illness shall, if not paid by the College/University, be the sole responsibility of the College/University faculty member who receives the treatment and not the responsibility of the Facility or the College/University.

c. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.

d. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

7. TERM OF AGREEMENT

This Agreement is effective on the later of November 6, 2025, or when fully executed, and shall remain in effect until June 30, 2029. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

8. FINANCIAL CONSIDERATION

a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.

b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents, and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

12. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes, Chapter 201.162.

13. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

14. DATA PRIVACY

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The Facility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this Article, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

15. OTHER PROVISIONS None.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. **FACILITY**

HIBBING CITY MN - FIRE DEPARTMENT

By (authorized signature)
Title
Date

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

LAKE SUPERIOR COLLEGE

By (authorized signature)
Title
Date

3. **AS TO FORM AND EXECUTION:**

By (authorized signature)
Title
Date

Request for Council Action

City Council Action

Description of Agenda Item

Approve the fee agreement for March 1, 2026 — March 1, 2027 between USI Insurance Services LLC and the City of Hibbing for brokerage services in the amount of $26,000

Strategic Initiative

Owner of Agenda Item

Sheena Mulner, Finance Director - Treasurer, 218-312-1602, sheenamulner@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

USI Insurance services has been the city's broker for worker's compensation and property/casualty insurance. The fee for the policy period of 3/1/26-3/1/27 is $26,000. This is unchanged from last year.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted

Action Requested

Attachments

1. City of Hibbing Fee Agreement 2026

CLIENT SERVICE AGREEMENT

This Client Service Agreement ("Agreement") is made and entered into this 01 day of March, 2026 ("Effective Date"), by and between USI Insurance Services LLC ("USI"), and City of Hibbing ("Client").

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

Package & Workers Compensation

2. SERVICES

2.1 Client Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- Conduct client meetings to understand and strategize risk management objectives
- Complete risk identification, risk assessment, risk program design, and implementation of risk management program
- Conduct exposure analysis
- Analyze current insurance program and make recommendations for program enhancements
- Discuss coverage and marketing strategy

Ongoing

- Develop a service calendar of agreed to touch point meetings during the year
- Negotiate coverage terms, premiums and the placement of coverages with insurers
- Oversee the quality and success in the delivery of all USI services
- Provide day-to-day consulting on servicing of insurance
- Monitor the market place for any new trends, product development and additional markets, which may offer enhancements to program
- Review contracts related to insurance requirements

- Review insurance policies for conformity with the insurer's proposals and obtain necessary revisions
- Review the accuracy of each binder, certificate, endorsement, premium audit and other documents received from the insurers, and obtain necessary revisions
- Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements and related documentation within the timeframes of our service level agreement
- Prepare certificates of insurance as requested by Client and as appropriate
- Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy of such information

Claims services

- Provide detailed loss data to Client n a periodic basis, based on data from the insurers
- Analyze Client's loss data to determine trends in causes and frequency, and provide the data analysis to Client on a periodic basis
- Monitor the claims services provided by Client's insurer(s), including assistance with claims submissions interpretation of insurance policies
- Analyze reserve amounts allocated for claims, by insurers.
- Monitor problematic claims regularly and advocate for Client

2.2 Risk Management Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- Implement and/or enhance your occupational medical relationships, including physician training and onsite medical provider visit(s)
- Provide access to the First Report Online™ software and OSHA log software and provide training for use of software
- Monitor claims activity, challenge work abilities when needed, and keep the carrier accountable in moving claims towards closure
- Assist with larger claim mitigation and mediation
- Participate in claims reviews, including valuation date preparation
- Review and update employee injury management organizational policies
- Implement steps to reduce lost time claims
- Provide supervisor and employee training
- Formalize accident investigation process and assist with investigations
- Coordinate with insurance carrier's loss control services
- Calculate projected Mod rates
- Review Work Comp Audits

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

USI will be compensated for the services through payment of a fee by Client to USI as outlined in this Agreement. The Annual fee will be $26,000.00, payable and to be invoiced as follows: Annually, due at inception.

“The referenced agency fee includes compensation for workers’ compensation coverages at an estimated amount of $13,100 .”

In the event that Client requests USI to place any new lines of insurance in addition to those referenced in Paragraph 1, USI will accept commissions on such placements. At the onset of the next annual renewal cycle, USI will then include those new lines of coverage in the fee agreement or commission process. Any surety-related coverages not referenced will also be invoiced on a commission basis.

Client will be responsible for any surplus lines or administrative taxes or stamping fees associated with the coverages placed. Such charges will be invoiced and will be in addition to the fee.

Contingent, supplemental, or bonus commissions
It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

Miscellaneous sources of compensation
In addition to the foregoing, USI may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through USI’s bank accounts
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.
- Vendors and / or service providers

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI’s compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Client insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to Client prior to binding any coverage on your behalf.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on 03/01/26 and shall terminate One Year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

5.2 Termination. Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by the Client prior to expiration, USI's "annual" compensation will be deemed earned according to the following schedule:

- 60% at inception
- 75% after four months
- 100% after seven months

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. SURPLUS LINES

In certain cases, placements that USI makes on Client's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Client agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. MISCELLANEOUS

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's plan, our contemplated engagement and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for you and your employees. Client further represents that USI's use of this information to perform services for you and your employees does not and will not violate any privacy notice or other policy issued by you or any benefit program you maintain, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of Minnesota, without regard to its conflict of laws principles.

12. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC	City of Hibbing
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Dear Tribal Council Members and Spiritual Leaders,

On behalf of the City of Hibbing and St. Louis County, we extend our respectful greetings and sincere invitation to you and your leadership.

We are reaching out with the intention of building and strengthening meaningful relationships with the Native Nations whose histories, cultures, and traditions are deeply connected to this region. We recognize that places such as the Hill of Three Waters hold cultural, historical, and spiritual significance, and we approach this effort with humility and a desire to listen, learn, and collaborate.

As a starting point for this dialogue, we would be honored to invite you to participate in a day centered on shared understanding and respectful engagement **on Thursday, May 21**. This gathering is not intended as a presentation by us, but as an opportunity to listen and to invite your guidance on how these spaces and stories may be approached in a meaningful and appropriate way.

The day would include the following elements:

- The unveiling of the Hull Rust Mahoning Mine View Exhibition, including an Indigenous art exhibit which Bois Forte members have been integral in developing. Also, we invite to experience the newly reestablished lookout point for the Hull Rust Mahoning Mine and window towards the Hill of Three Waters.
- A luncheon at Minnesota North College – Hibbing Campus and an opportunity to view the Hill of Three Waters mural.
- In partnership with Cleveland-Cliffs, arrangements have been made to allow for access to the Hill of Three Waters site as part of the gathering. We wish to approach this portion of the gathering with utmost respect, and we will look for guidance from your leadership in advance of the event. If you are unable to attend on this date, we would be happy to assist you with contacting Cliffs to arrange another visit.

While we have outlined these elements, we want to be clear that we do not view these plans as final in how these places and stories are understood and shared. Your voices, perspectives, and leadership are essential in helping guide how the cultural and historical significance of these related elements are approached in a respectful and appropriate manner.

We also recognize that trust is built over time and through genuine engagement. This invitation is offered as a beginning — an opportunity to listen, to learn, and to begin building a relationship grounded in respect, collaboration, and shared understanding.

We would be grateful for the opportunity to meet with you, hear your thoughts, and learn how we might move forward in a way that honors your traditions and perspectives. If you are open to participating, we welcome your guidance in shaping how this effort continues beyond this initial gathering.

We kindly ask that you let us know if you are able to attend by **May 8**, so we may plan accordingly. If you have any questions or would prefer to share your thoughts in advance, we would welcome that as well. Please feel free to contact **[Name] at [email] or [phone].**

We would be honored by your presence.

With respect and appreciation,

Mayor Pete Hyduke
City of Hibbing

Chair Commissioner Michael Jugovich
St. Louis County

HIBBING

April 6, 2026

TO:
Chairs Dave Pinto and Dave Baker
Minnesota House Workforce, Labor, and Economic Development Finance and Policy Committee

Chairs Aisha Gomez and Greg Davids
Minnesota House Taxes Committee

Chair Ann Rest
Minnesota Senate Taxes Committee

RE: In Strong Support of **HF 4668 / SF 4634** – Strengthening the Minnesota Film Production Tax Credit

Dear Chair and Members of the Committee,

On behalf of the City of Hibbing, I am writing to express strong support for HF 4668 and SF 4634, legislation aimed at strengthening and modernizing the Minnesota Film Production Tax Credit.

Film, television, and commercial production bring meaningful economic and cultural benefits to communities across Minnesota, particularly in Greater Minnesota. In Hibbing and throughout Northern Minnesota, we have seen firsthand how production activity supports local businesses, creates jobs, and generates new opportunities for residents. From lodging and dining to skilled trades and creative professionals, the ripple effects are significant.

However, Minnesota's current program is not competitive with neighboring states and remains underutilized due to structural barriers. Data from the University of Minnesota Duluth shows that for every $1 of incentive funding, $6.90 circulates through the local economy — demonstrating the strong return on investment this industry provides. Strengthening this program is essential if Minnesota is to attract and retain production in an increasingly competitive national landscape.

We are especially encouraged by the inclusion of a 5% incentive uplift for projects filmed outside the seven-county metro area. This provision ensures that Greater Minnesota communities like Hibbing can fully participate in and benefit from this industry. It reflects a thoughtful, statewide approach to economic development and helps position rural communities as viable and attractive production locations.

Importantly, these proposed changes are policy-based and carry no additional budgetary impact, making them both fiscally responsible and strategically sound.

HF 4668 and SF 4634 represent a critical step forward in making Minnesota a serious and reliable partner in the film and television industry. We respectfully urge your support to ensure that communities across our state — urban and rural alike — can share in the economic opportunities this industry provides.

Sincerely,

Mayor Pete Hyduke
City of Hibbing

401 East 21st Street | Hibbing, MN 55746 | (218)262-3486

2026 Sexual Assault Awareness Month
Mayor Proclamation

WHEREAS, Sexual Assault Awareness Month is intended to bring awareness to the fact that sexual violence is widespread and is a public health concern for individuals, families, community members and communities as a whole.

WHEREAS, Child sexual abuse /exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet. One-third of all sexual violence cases in Northern St. Louis County happen to children 17 years and younger.

WHEREAS, In fiscal 2025, our local Sexual Assault Program of Northern St. Louis County has worked with more than **656** primary and secondary crime victims of sexual violence whom reside in our communities. The Program has provided more than **23,133** documented trauma and victim-focused advocacy services with these crime victims.

WHEREAS, Staff, Board Members and Volunteers of our local anti-sexual violence program; The Sexual Assault Program of Northern St. Louis County, encourage every person to speak out when witnessing acts of violence, however small; and to help survivors connect with community allies.

WHEREAS, We must work together to educate and engage communities in sexual violence awareness and prevention and to believe, listen, learn and support its victims and family members.

WHEREAS, a growing number of Minnesota leaders are committed to sexual violence prevention; and

WHEREAS, All Minnesotans must be part of the solution to eliminate crimes of sexual violence.

THEREFORE, I, the Mayor of the City of Hibbing, Minnesota, do hereby proclaim the month of April in the year of 2026 as:

SEXUAL ASSAULT AWARENESS MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal

of the city of Hibbing, located in St. Louis County in the state of Minnesota.

__________________this ________day of ______________, 2026.

____

Mayor Signature

Outlook

Online Form Submittal: Raffle Request

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 4/1/2026 1:41 PM
To Candie Seppala <candieseppala@hibbingmn.gov>

Raffle Request

Organization Information

If you would to prefer to fill out manually please use the link	Printable Raffle Form (PDF)
Name of Organization	Precious Paws Humane Society of Chisholm
Organization Type	Excluded
Name *Raffle Registration Fee*	
Quantity	1
Price *15.00*	
Address	101 sw 1ST AVE
City	CHISHOLM
State	Minnesota
Zip Code	55719
Contact Person	Carrie Nelson
Daytime Phone Number	218-254-3300

Have you conducted other raffles this year?	Yes
If YES, What is the total amount of prizes this year, including this Raffle	*Field not completed.*
(Section Break)	
Name of premises where gambling activity will be conducted:	Hibbing National Guard Armory
Dates of Activity:	5/30/2026 - 5/31/2026
Check Box or Boxes that Indicate the Type of Gambling Activity:	Raffle
Price Per Ticket	1
Total value of prizes to be awarded:	400
Types of Prizes:	T shirts, cups, dog and cat items, kids toys, coffee items
Signature	Carrie Nelson
Date	4/1/2026

HIBBING

Request for Council Action

City Council Action

Approve the Wetland Bank Review and Expansion Feasibility Analysis Study with Bolton & Menk in the amount of $5,400.

Description of Agenda Item

Strategic Initiative

2026 Strategic Plan, Core Strategy: Diverse, Vibrant Economic Hub - Utilize best practices and tools to catalyze growth and Be the gold standard in development.

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov
Pat Green, Building Official, 218.969.0165, patgreen@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

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

The wetland bank remains active, with credits withdrawn as recently as 2026. Regulatory requirements governing wetland banking have evolved since the original bank approval, making it necessary to review the current status of the bank, confirm the remaining credits and their allowable uses, and evaluate whether additional credits could be generated at the existing site under current rules.

This project will produce: 1) A technical memorandum clearly documenting what wetland credits the City currently holds. 2) A regulatory summary explaining how existing credits may be used and any limitations or risks associated with their use. and 3) A feasibility analysis addressing whether expansion at the existing site is realistic and beneficial for future development needs.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

$5,400 from 101-46-6500-300

Action Requested

Approve the Wetland Bank Review and Expansion Feasibility Analysis Study with Bolton & Menk in the amount of $5,400.

Attachments

1. Hibbing Wetland Bank Review BoltonAndMenk Proposal
2. City of Hibbing Wetland Bank Proposals Scoring Summary

BOLTON & MENK
Real People. Real Solutions.

4140 Thielman Lane
Suite 204
St Cloud, MN 56301

Phone: (320) 640-3393
Bolton-Menk.com

March 12, 2026

City of Hibbing
Betsy Olivanti
401 East 21st Street
Hibbing, MN 55746
betsyolivanti@hibbingmn.gov
218-421-7939

RE: Wetland Bank Review and Expansion Feasibility Analysis
Hibbing, Minnesota

Ms. Olivanti,

Thank you for the opportunity to propose on the wetland bank review and expansion feasibility analysis for the City of Hibbing's Abandoned Farmstead Wetland Bank.

Dedicated Team of Natural Resource Specialists – Bolton & Menk currently has a team of twelve natural resources professionals, which include wetland scientists, a prairie biologist, an aquatic biologist, certified tree inspectors, drone pilots, and threatened and endangered species surveyors. All members of our team have wetland banking experience.

Local Expertise – Our natural resource team is regionally situated throughout the Midwest, giving us local expertise on ecosystems and regulators throughout the state. Northern Minnesota is served by three natural resource professionals with a strong and positive relationship with the local government units. We have successfully completed hundreds of complex aquatic resource delineations and permit applications in the area.

Mitigation Banking Background – Our team of natural resources scientists has completed permitting on over 20 mitigation sites to date. We have collectively monitored over 1,300 acres of mitigation sites throughout the Midwest and monitor 500 acres annually. Our bank locations range from Itasca County to Blue Earth County, providing us with a vast range of banking experience. This wetland banking background gives our team a strong foundation to provide you with guidance on the use of your credits and potential generation of additional credits. Our staff has the ability to assist you with your wetland bank at any stage, having completed wetland banking from start to finish as well as having jumped into already permitted banks and even previously monitored projects.

We are excited at the opportunity to work with you on your natural resources needs. I will personally serve as your lead client contact and project manager. Please contact me at 507-327-6014 or Kristina.bloomquist@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Kristina Bloomquist A Smith

Kristina Bloomquist, PWS
Natural Resources Project Manager

Angie Smith
Environmental Planning Group Lead

PROJECT UNDERSTANDING

We have reviewed the credit availability of your bank on the USACE RIBITS webpage. Based on the credit ledger on RIBITS, it appears that 9.438 credits are available for use.

Using our team of highly experienced natural resources staff, we will complete an analysis of these remaining credits and their allowable uses, and evaluate whether additional credits could be generated at the existing site under current rules.

SCOPE OF WORK

Task 1 – Existing Wetland Bank Review and Credit Accounting

We will review all available documentation related to the Abandoned Farmstead Wetland Bank. We will confirm the current wetland credit balance, the credit group and wetland type, the bank service area, any restrictions on the use of the credits, maintenance or stewardship obligations, and the current regulatory standing of the bank with the Minnesota Board of Water and Soil Resources and the U.S. Army Corps of Engineers.

Task 2 – Credit Use and Regulatory Applicability Analysis

Our staff will evaluate current regulatory requirements under the Minnesota Wetland Conservation Act, BWSR banking program, and applicable federal regulations to identify how the City's existing wetland credits may be used for future development projects.

Task 3 – Expansion Feasibility at Existing Wetland Bank Site

We will evaluate the feasibility of expanding the wetland bank capacity at the existing Abandoned Farmstead Wetland Bank Site. We will review existing site conditions and historic restoration areas, identify physical, regulatory, and environmental constraints, estimate potential additional credit types and amounts, detail regulatory approval processes and timelines, and provide cost estimates for investigation, permitting, construction, and long-term bank management.

DELIVERABLES

Task 1:
- Wetland Bank Status and Credit Accounting Memorandum

Task 2:
- Credit Use and Regulatory Applicability Summary

Task 3:
- Wetland Bank Expansion Feasibility Report
- Presentation Materials

PROJECT SCHEDULE

Task 1 → Task 2 → Task 3

Task 1	Task 2	Task 3
May 15, 2026	June 1, 2026	June 30, 2026

STAFF ROLES

Dan Donayre – Natural Resources Leader - Associate

Project Manager

Dan has been working on wetland banking in Minnesota for over 20 years, successfully permitting over 15 wetland banks throughout the state. He has worked on a wetland bank for City of North Mankato as well as many private wetland banks. Dan will serve as our project manager for this wetland bank review. He will work directly with the natural resources team to ensure an accurate credit status and feasibility report are complete. Dan will complete all administrative tasks such as invoicing and ensuring budgets are met.

Kristina Bloomquist – Natural Resources Project Manager

Lead Wetland Bank Specialist

Kristina has completed permitting on over a dozen wetland banks throughout Minnesota over the past 9 years. She currently manages 5 wetland banks, having overseen permitting and now monitoring and credit releases. She will act as the lead wetland bank specialist for the project. She will complete the credit analysis, potential credit use summary, and the wetland bank expansion feasibility report.

FEES

For Natural Resource Services, Bolton & Menk, Inc. proposes to complete the work described herein as follows:

Client:	**City of Hibbing**		
Project:	**Abandoned Farmstead Bank Review**		
TASK NO.	**WORK TASK DESCRIPTION**	**Fee Basis**	**Cost**
1.0	Existing Wetland Bank Review and Credit Accounting	Lump Sum	$1,600.00
2.0	Credit Use and Regulatory Applicability Analysis	Lump Sum	$1,100.00
3.0	Expansion Feasibility at Existing Wetland Bank Site	Lump Sum	$2,700.00
	TOTAL FEE (All tasks)		**$5,400.00***

**Bolton & Menk, Inc. fees do not include any agency review fees.*

SIGNATURES

This proposal is subject to the attached Terms of Proposal. We trust that this proposal and the attached terms are acceptable. If so, please sign and return one copy for our files. When signed, this proposal and the attached terms shall constitute the agreement between you and Bolton & Menk, Inc.

Thank you for providing us with the opportunity to propose on this work. Should you have any questions, please feel free to contact me at (507) 327-6014.

Accepted by:

____

Signature

____

Date

Terms of Proposal
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as ("Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not to be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 18% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed <u>$6,000.00</u>. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that BMI and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

Wetland Bank Feasbility Study Average Proposal Scoring Summary

Average scores update automatically from the Reviewer Scores sheet. Rows with incomplete scores are ignored.

Firm	Avg Understanding	Avg Technical	Avg Team	Avg MN Experience	Avg Schedule	Avg Cost	Avg Total	Rank
Barr Engineering	17.7	19.3	18.0	18.3	4.3	3.7	81.3	3.0
Widseth	17.0	19.0	18.0	18.0	4.7	5.0	81.7	2.0
Bolton & Menk	16.7	18.3	18.0	17.7	5.0	10.0	85.7	1.0
GZA	16.7	18.0	17.7	17.0	4.0	6.3	79.7	4.0
Braun Intertec	17.7	18.7	17.0	15.0	3.0	7.0	78.3	5.0
Salter Wetlands	14.0	13.3	9.3	4.7	3.3	7.3	52.0	6.0
Overall Average	**16.6**	**17.8**	**16.3**	**15.1**	**4.1**	**6.6**	**76.4**	

Request for Council Action

City Council Action

Description of Agenda Item

Approve funding in the amount of $250,000 from the undesignated fund balance for New Haven Drive Phase 1.

Strategic Initiative

The City's 2026 Strategic Plan prioritizes affordable, accessible housing and a safe, inclusive community.

Owner of Agenda Item

Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov
Sheena Mulner, Finance Director - Treasurer, 218-312-1602, sheenamulner@hibbingmn.gov
Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The HRA of Hibbing has been planning to redevelop the Greenhaven housing site for several years, in collaboration with the City and in July 2024, the City designated Parcel ID 139-0050-04676 for the HRA's multi-family development, committing to making the site shovel-ready and conveying it at no cost. The HRA of Hibbing secured funding in December 2024 for the Cobb Cook housing development and therefore, the proposed road is essential infrastructure for this housing, supporting economic growth and community well-being. This road will enhance accessibility, support development, and benefit residents.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

The city secured Mineral Amendment funding in the amount of $1.15M to support housing development in the city of Hibbing. To date, ~$530,000 has been spent to get the parcels shovel ready for both Cobb Cook Place and Mahoning Manor. That leaves ~$620,000 available for phase 1 of New Haven Drive. Thus, $250,000 from city's undesignated fund balance must be transferred to begin the road construction.

Action Requested

Approve funding in the amount of $250,000 from the undesignated fund balance for New Haven Drive Phase 1.

Attachments

1. NEW HAVEN DRIVE - Phase 1 - Budget

New Haven Drive Phase 1

Minerals Amdt Remaining Grant Balance	$	620,355.29	
Remaining Braun as of 2/13	$	(11,956.37)	
Remaining LHB as of 12/31	$	(50,752.15)	
KGM Bid New Haven Dr	$	(786,838.24)	
PUC Portion of KGM Bid	$	66,000.00	
Construction Mgmt			*getting quote
Any other Engineering, Design, Contingency?	$	-	
Short	**$**	**(163,191.47)**	

Request for Council Action

City Council Action

Description of Agenda Item

Offer Resolution No. 26-04-__ to make an application to and accept funds from the IRRR Residential Redevelopment Grant Program in the amount of $32,128.00. One Grant Application is prepared and ready to be submitted to the IRRR for $32,128.00 for the demolition of 5 structures. A Resolution by the City is required before the Application can be submitted for approval, and the Grant can be awarded to the City.

Strategic Initiative

Owner of Agenda Item

Pat Green, Building Official, 218.969.0165, patgreen@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve Resolution No. 26-04-__.

Attachments

1. 2026 IRRR Grant 1 Letter to City Council
2. 2026 IRRR Grant 1 Resolution

City Council
April 1, 2026

Honorable Mayor Hyduke and Members of the Hibbing City Council
Hibbing, MN 55746

Re: IRRR Demolition and Redevelopment Grant Application from Building and Housing

One Grant Application is prepared and ready to be submitted to the IRRR for $32,128.00 for the demolition of 5 structures.

A Resolution by the City is required before the Application can be submitted for approval, and the Grant can be awarded to the City.

Pat Green
Building Official

DATE: ____________ REF. #: DG-2026-01

BY MEMBER: __________

RESOLUTION

Resolution #: ________ City of Hibbing, MN

Resolution authorizing the City of Hibbing to make application to and accept funds in the amount of $32,128.00 from the IRRR Residential Redevelopment Grant Program.

Resolved by the City Council of the City of Hibbing, that

WHEREAS, the City of Hibbing approves the demolition of six structures on the properties located at the following:

- 120 East 16th St. (140-0140-01750) (house)
- 2506 5th Ave. West (140-0105-01060) (house)
- 2710 5th Ave. West (140-0105-03490) (house)
- 3853 2nd Ave. West (140-0096-00460) (house)
- 3210 19th Ave. East (140-0270-01431) (house)

WHEREAS, the City of Hibbing hereby agrees to accept funding from the IRRR Residential Redevelopment Grant Program for the project, if approved by the IRRR,

NOW, THERFORE, BE IT RESOLVED THAT THE City Council of the City of Hibbing does hereby adopt this resolution to submit an application to and accept funds from the IRRR Residential Grant Program for the demolition projects at 120 East 16th St., 2506 5th Ave. West, 2710 5th Ave. West, 3853 2nd Ave. West, and 3210 19th Ave. East.

BE IT FURTHER RESOLVED THAT THE Mayor and City Administrator are authorized to execute any documents necessary to obtain the funding through the IRRR Residential Redevelopment Grant Program.

Moved by Councilor_________, supported by Councilor________, that the above resolution be adopted.

Ayes: ________

Nays: ________

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ord-XXX-Process-reg-large-energy-facilities-2026 4 01

ORDINANCE NO. ____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "Land Use Regulation", BY AMENDING SECTION 11.05 ENTITLED 'USES PERMITTED IN ZONE DISTRICTS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code is hereby amended by amending Section 11.05 entitled 'Uses Permitted in Zone Districts' by adding to Subdivision 6 entitled "Special Provisions for Signs, Transportation and Other Uses" a paragraph C. entitled "Process for Regulating Large Energy Infrastructure Facilities", to read as follows:

Section 11.05 Uses Permitted in Zone Districts
Subdivision 6 Special Provisions for Signs, Transportation and Other Uses

"C. PROCESS FOR REGULATING LARGER ENERGY INFRASTRUCTURE FACILITIES

1. AUTHORITY, PURPOSE, AND ADOPTION BY REFERENCE

(a) Authority. The City of Hibbing adopts and exercises local review authority under Minnesota Statutes § 2161.08 to review and approve site and route permits for eligible large energy infrastructure facilities located within the City, consistent with the City's authority to regulate utility facilities reasonably necessary for the public convenience or welfare, as established under Local Ordinance 11.05, Subd. 6A. Local approvals granted under this ordinance are intended to satisfy the requirement to obtain a site or route permit from a local unit of government under Minnesota Statutes§ 2161.08, Subd. 1.

(b) Purpose. The purpose of this ordinance is to establish a clear, orderly, and transparent review process guided by City and State goals to conserve resources; minimize environmental impacts and land-use conflicts; and ensure an efficient, cost-effective energy supply and reliable infrastructure, while protecting the public interest.

2. DEFINITIONS.

(a) For purposes of this Chapter:

1) “City” means the City of Hibbing.
2) “Environmental Assessment,” or “EA” means an environmental assessment pursuant to Minn. Stat. Chapter 116D and Minnesota Rules Chapter 4400.
3) “Eligible Project” or “EP” means:
    a. Large electric power generating plants and solar energy generating systems with a capacity of less than 80 megawatts;
    b. Large electric power generating plants of any size that burn natural gas and are intended to be a peaking plant;
    c. High-voltage transmission lines with a capacity between 100 and 200 kilovolts;
    d. Substations designed for and capable of operation at a nominal voltage of 100 kilovolts or more;
    e. A high-voltage transmission line service extension to a single customer between 200 and 300 kilovolts and less than ten miles in length;
    f. A high-voltage transmission line rerouting to serve the demand of a single customer, if at least 80 percent of the rerouted line is located on property owned or controlled by the customer or the owner of the transmission line;
    g. Energy storage systems; and
    h. Large wind energy conversion systems with a capacity less than 25 megawatts.
4) “Responsible Governmental Unit” or “RGU” means the Planning Commission or other governmental unit selected to oversee environmental review for a large energy infrastructure facility, including EA scoping and EQB Monitor publication, consistent with the local-review process described for Minnesota Statutes § 2161.08, subd. 4.
5) “Large energy infrastructure facility” and other undefined terms have the meanings assigned in Minnesota Statutes § 2161.08, subdivision 2.

3. APPLICABILITY; PROJECTS ELIGIBLE FOR LOCAL REVIEW.

(a) An applicant may seek approval under this (Ordinance] to construct an Eligible Project, consistent with Minn. Stat.§ 2161.08, subd. 2:

4. JURISDICTION; RGU.

(a) **City review authorized.** Pursuant to Minn. Stat. §§ 2161.08, Subd. l(a), an applicant for an Eligible Project may apply to the City for approval.

(b) **Planning Commission as RGU for Environmental Assessment.** The City Council may direct the Planning Commission to oversee the Environmental Assessment, conduct a public scoping meeting, publish notice in the EQB Monitor, transmit the completed EA to the Commission, and otherwise comply with Minn. Stat. § 2161.08, subd. 4.

5. APPLICATION; FILING; CONTENTS.

(a) **Application.** A person that seeks to construct an EP and is seeking local governmental approval under Minn. Stat.§ 2161.08, must apply to the City for a site or route permit, as applicable. The applicant may propose only a single route for a high-voltage transmission line.

(b) **Contents.** The application must include:

1) A statement of the proposed ownership of the EP at the time of filing the application and after the commencement of commercial operation;
2) The name of any person or organization initially named as permittee or permittees (and the name of any other person to whom the permit may be transferred if transfer of the permit is contemplated);
3) A description of the EP and all associated facilities, including size, type, and timing of the facility;
4) An explanation of why the applicant chose the proposed route/site versus other possible routes/sites.
5) The following environmental information:

a. a general description of the site's or route's environmental setting and conditions and its potential effect on the natural environment, including potential effects on air and water quality resources, flora, and fauna;

b. a description of the effects that the EP may have on public health and safety, noise, aesthetics, cultural and/or heritage values or artifacts, recreation, and public services;

c. a description of the EP's potential effect on land-based economies, including, but not limited to, agriculture, forestry, tourism, and mining;

d. a description of EP's effect on the natural environment, including effects on air and water quality resources, flora, and fauna;

6) A map or survey identifying existing utility and public rights-of-way that may be crossed or otherwise affected by the EP;

7) An analysis of the costs to construct, operate, and maintain the EP;

8) A list and brief description of other federal, state, or local permits that the EP may require;

9) A proposed plan for providing notice to all persons reasonably likely to be affected by the EP through direct mail (based on county tax assessment rolls or other accurate information), and through publication in a newspaper of general circulation notifying members of the public about the proposed project; and

10) Other information as may be deemed relevant by the applicant.

(c) Filing. Applications for approval must be filed with the City Clerk, or designee. The clerk, or designee, will refer the application to the Planning Commission for review and evaluation. Following its evaluation of the EP, the Planning Commission will make a recommendation to the City Council as to whether to approve (or not) the application, consistent with the criteria set forth in subdivision 9.

(d) Notice to MPUC. Within ten days after submitting an application to the City, the applicant must notify the Minnesota Public Utilities Commission that it has elected to seek local approval of the EP in accordance with Minn. Stat.§ 2161.08, subd. 3.

6. FEES; COST REIMBURSEMENT.

(a) Nonrefundable application fee. Each application must be accompanied by a nonrefundable fee in an amount established by City Council resolution to cover the City for its reasonable out-of-pocket expenses incurred in processing, reviewing, and acting on the application. These expenses include staff time, legal counsel, technical and engineering consultants, environmental review preparation, such as EA scoping, EQB Monitor publication, printing, mailing, publication, facilities for public meetings, and necessary recordkeeping.

(b) Supplemental deposits. The City may require supplemental deposits if costs exceed the initial application fee and will provide periodic statements of costs.

(c) Suspension for nonpayment. Failure to pay the required fees may render an application incomplete or result in the suspension of processing until payment is current.

(d) Condition of approval. No route or site permit will be issued until the applicant has paid all fees and costs in full.

7. COMPLETENESS; PUBLIC NOTICE; PUBLIC MEETING.

(a) Completeness. The City must determine whether an application is complete and advise the applicant of any deficiencies within ten working days of the date an application is received. An application is not incomplete if information that is not included in the application may be obtained from the applicant prior to the initial public meeting.

(b) Public notice. Upon completeness, the City will provide the public notice of the EP by publication in a newspaper of general circulation. The City will also require that the applicant show proof that it has mailed direct notice of the project to property owners within or adjacent to the proposed site or route. Each notice will use a clear, standardized format that includes: (1) a description of the EP, including a map displaying the general area of the proposed site or route; (2) a description detailing how a person may receive more information and future notices regarding the application; (3) a location where a copy of the application may be reviewed; (4) information regarding the date and location of the public meeting where the public may learn more about the EP and the City's review process.

(c) **Public meeting.** The Planning Commission will hold at least one public meeting so that the applicant can explain the EP, accept public comments on potential impacts, discuss alternative sites or routes, and respond to public questions and comments.

8. ENVIRONMENTAL REVIEW.

(a) **Environmental Assessment.** The City must prepare, or require the applicant to prepare, an environmental assessment for the EP. The City must provide the public with an opportunity to participate in developing the scope of the environmental assessment before it is prepared.

(b) **Implementation.** The Planning Commission will oversee the EA scoping, conduct the required public scoping meeting, and ensure publication of the completed EA in the EQB Monitor.

(c) **Governing rules; incorporation by reference.** Environmental Assessments prepared under this ordinance shall be governed by the Minnesota Environmental Review Program rules promulgated by the Minnesota Environmental Quality Board, Minn. R. 4410.0200 et seq., as amended. Those rules are incorporated by reference as though fully set forth herein and shall control the procedural requirements for EA scoping, public notice, publication of notice in the EQB Monitor, receipt of public comments, and related environmental review activities conducted by applicant or the City acting through its RGU.

9. DECISION CRITERIA; FINDINGS; PUBLIC INTEREST.

(a) **Public interest and state goals.** In deciding whether to approve an application for a site or route permit, the City shall be guided by goals to conserve resources; minimize environmental impacts and conflicts between human settlement and land-use; and ensure an efficient, cost-effective energy supply and reliable infrastructure. The Planning Commission shall recommend, and the City shall issue, a site or route permit only if the EP is demonstrated to be in the public interest.

(b) Review factors. The City's review should include, but is not limited to:

1) Evaluating the EP's effects on (i) land, water, and air resources; and (ii) the effects water and air discharges and electric and on public health and welfare, vegetation, animals, and aesthetics;

2) Consideration of the proposed route or site in conjunction with future City development plans;

3) Evaluating the environmental effects that are unavoidable should the proposed site or route be accepted;

4) Evaluating whether there exists reasonable alternatives to the EP's proposed site or route;

5) In the case of a route for a transmission line, whether existing utility right-of-way can be used;

6) Evaluating irreversible and irretrievable commitments of resources if the proposed site or route is approved;

7) Consideration of comments provided by persons other than the applicant;

8) Consideration of the EP's economic impact, during construction and while in operation; and

9) Other considerations the City may find reasonable and prudent.

(c) Additional Conditions. The City may impose any reasonable conditions on its authorization of the EP, including conditions relating to design, routing, right-of-way preparation, construction practices, mitigation measures, monitoring, reporting, and other provisions necessary to protect the public interest."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 11.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after the date following such publication.

Adopted by the City Council of Hibbing, Minnesota, this ____ day of _____________, 2026.

FOR ADOPTION:

AGAINST ADOPTION: .

ABSENT:

ATTEST:

CITY OF HIBBING

____
Pete Hyduke, Mayor

ATTEST:

____
Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

____
City Attorney

(Published in the Hibbing Tribune on ___________________, 2026.
Affidavit of Publication attached.)

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None

Request for Council Action

City Council Action

Description of Agenda Item

Hibbing Public Safety Building Change Order #3 - Contingency

Strategic Initiative

Approval of Change Order #3 for the Hibbing Public Safety Building 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

Architectural modifications included modifying the door in room SCBA/Tool Room 162 to be 3'-6" to accommodate the size, approximately 36" wide, of the existing SCBA fill station that will be brought to the new station. Also, adding tile flooring to room Sauna 144, in lieu of the previous sealed concrete floor. Structural modifications were due to modifying the foundation configuration to accommodate unexpected existing footing locations. Mechanical modifications included clarification to Dryer exhaust fans (DEF-1 and 2) and duct routing due to the response from a previous RFI, added code required elevator shaft heat relief exhaust fan, and clarification due to cost savings by not increasing the size of storm water in the lower level parking area that was priced in PR-01. Electrical modifications included necessary revisions to accommodate mechanical items.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The cost of Change Order #3 is $26,060.00. This will be applied to the contingency fund of the project.

Action Requested

Asking for City Council approval of change order #3 for the Public Safety Building project.

Attachments

1. Change Order #3

OWNER AGREEMENT CHANGE ORDER

Adolfson & Peterson Construction

AGREEMENT DETAILS:

Agreement #: 8600
Date: 06/25/2024
Project #: 8600
Project Name: Hibbing Public Safety Building
Project Address: 1425 E 23rd Street
Hibbing, MN 55746

CHANGE DETAILS

Change Number: 3
Change Date: 03/20/2026

OWNER:

City of Hibbing (HPSB)
401 East 21st Street
Hibbing, MN 55746

All provisions of the original agreement, designated with the above mentioned OWNER contract, except as herein and hereby amended remain unchanged. Handwritten changes must be initialed by both parties. The contract is hereby revised by the following:

Change Order General Description: HPSB PR 05 - Architectural modifications included modifying the door in room SCBA/Tool Room 162 to be 3'-6" to accommodate the size, approximately 36" wide, of the existing SCBA fill station that will be brought to the new station. Also, adding tile flooring to room Sauna 144, in lieu of the previous sealed concrete floor. Structural modifications were due to modifying the foundation configuration to accommodate unexpected existing footing locations. Mechanical modifications included clarificati

Item#	Cost Code	Description	Amount
001		**CR HPSB PR 05 - HPSB PR 05**	**$26,060.00**
001	26-0000-01-S	8600ARCZ - Town & Country Electric Llc - HPSB PR 05	$10,152.00
002	09-0000-03-S	8600GRAZ - Grazzini Brothers & Company - HPSB PR 05	$4,472.00
003	03-0000-02-S	8600HAWK - Hawk Construction Inc - HPSB PR 05	$3,542.00
004	08-0000-01-S	8600NORT - Northern Door & Hardware Inc - HPSB PR 05	$422.00
005	23-0000-02-S	8600THEL - Thelen Heating & Roofing Inc - HPSB PR 05	$7,472.00
006	00-7200-00-S	No Cost for Am-Finn Sauna HPSB PR 05 (Insulation above ceiling in Sauna)	$0.00
007	00-6216-03-M	General Liability Ins	$0.00
008	00-6113-00-M	Performance Bonds	$0.00
009	99-9999-99-F	Fee	$0.00
002	99-9990-02-M	Contingency - HPSB PR 05	-$26,060.00

The Original Agreement Value was..	$29,877,305.00
Sum of Changes by prior Owner Change Orders...	$394,591.38
The Agreement Value prior to this Owner Change Order...	$30,271,896.38
The Agreement Value will be changed by this Owner Change Order in the amount of...	$0.00
The new Agreement Value including this Owner Change Order.................................	$30,271,896.38
The Agreement Time will be modified by..	0 Days
The new Contractual Completion Date will be	12/07/2026

IN WITNESS WHEREOF, the parties have executed this Subcontract effective as of the day and year first above written.

Project: 8600 - Hibbing Public Safety Building

CONTRACTOR	OWNER
AP Midwest, LLC	**City of Hibbing (HPSB)**
dba Adolfson & Peterson Construction	
Signature: [signature]	Signature:
By: TODD ERICKSON	By:
Its: SR. PM.	Its:
20 MAR 26	

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.

Adolfson & Peterson Construction

CHANGE REQUEST

AGREEMENT DETAILS:

Agreement #: 8600
Date: 06/25/2024
Project #: 8600
Project Name: Hibbing Public Safety Building
Project Address: 1425 E 23rd Street
Hibbing, MN 55746

CHANGE DETAILS

CR: HPSB PR 05
Status: Drafted
Change Date: 03/13/2026

OWNER:

City of Hibbing (HPSB)
401 East 21st Street
Hibbing, MN 55746

Change Request: HPSB PR 05 Date:

Change Request Description:

HPSB PR 05

Change Request Details:

Item#	Cost Code	Description	Amount
001	26-0000-01-S	8600ARCZ - Town & Country Electric Llc HPSB PR 05	$10,152.00
002	09-0000-03-S	8600GRAZ - Grazzini Brothers & Company HPSB PR 05	$4,472.00
003	03-0000-02-S	8600HAWK - Hawk Construction Inc HPSB PR 05	$3,542.00
004	08-0000-01-S	8600NORT - Northern Door & Hardware Inc HPSB PR 05	$422.00
005	23-0000-02-S	8600THEL - Thelen Heating & Roofing Inc HPSB PR 05	$7,472.00
006	00-7200-00-S	No Cost for Am-Finn Sauna HPSB PR 05 (Insulation above ceiling in Sauna)	$0.00
M-001	00-6216-03-M	General Liability Ins	$0.00
M-002	00-6113-00-M	Performance Bonds	$0.00
M-003	99-9999-99-F	Fee	$0.00

Proposed Amount	$26,060.00
Requested Days	0 Days

ARCHITECT	CONTRACTOR	OWNER
Brunton Architects & Engineers	**AP Midwest, LLC**	**City of Hibbing (HPSB)**
	dba Adolfson & Peterson Construction	
Signature: ______	Signature: ______	Signature: ______
By: ______	By: ______	By: ______
Its: ______	Its: ______	Its: ______

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HIBBING

Request for Council Action

City Council Action

Description of Agenda Item

New Haven Drive Phase 1- Project Award $786,838.24

Strategic Initiative

To construct Phase 1 of New Haven Drive for the HRA development 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

Bids were opened for the construction of Phase 1 of New Haven Drive, bids were as follows:
Casper Construction - $809,000.00
Bougalis Inc. - $888,749.90
Rachel Contracting - $849,445.92
George Bougalis & Sons - $999,951.70
Schwartz & Sons - $995,466.04
KGM Contractors - $786,838.24
Engineers Estimate - $873,112.50

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Low bid was from KGM in the amount of $786,838.24. I will defer to Finance Director Sheena Mulner or our Economic Developer Betsy Oivante to answer any questions regarding the funding of the project.

Action Requested

Asking for the City Council to award the project to KGM in the amount of $786,838.24.

Attachments

1. BID TABULATION - NEW HAVEN DRIVE PHASE 1

NEW HAVEN DRIVE - PHASE 1

ITEM NO.	ITEM DESCRIPTION	UNIT	ENGINEERS ESTIMATE TOTAL ESTIMATED QUANTITY	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE TOTAL COST	CASPER CONSTRUCTIOM TOTAL ESTIMATED QUANTITY	CASPER CONSTRUCTIOM UNIT PRICE	CASPER CONSTRUCTIOM TOTAL COST	BOUGALIS INC. TOTAL ESTIMATED QUANTITY	BOUGALIS INC. UNIT PRICE	BOUGALIS INC. TOTAL COST	RACHAEL CONTRACTING LLC TOTAL ESTIMATED QUANTITY	RACHAEL CONTRACTING LLC UNIT PRICE	RACHAEL CONTRACTING LLC TOTAL COST	GEORGE BOUGALIS & SONS CO. TOTAL ESTIMATED QUANTITY	GEORGE BOUGALIS & SONS CO. UNIT PRICE	GEORGE BOUGALIS & SONS CO. TOTAL COST	WILLIAM J. SCHWARTZ & SON INC. TOTAL ESTIMATED QUANTITY	WILLIAM J. SCHWARTZ & SON INC. UNIT PRICE	WILLIAM J. SCHWARTZ & SON INC. TOTAL COST	KGM CONTRACTORS INC. TOTAL ESTIMATED QUANTITY	KGM CONTRACTORS INC. UNIT PRICE	KGM CONTRACTORS INC. TOTAL COST
2021.501	MOBILIZATION	LUMP SUM	1	$ 35,000.00	$ 35,000.00	1	$ 34,912.50	$ 34,912.50	1	$ 45,000.00	$ 45,000.00	1	$ 69,561.41	$ 69,561.41	1	$ 90,000.00	$ 90,000.00	1	$ 95,692.48	$ 95,692.48	1	$ 54,000.00	$ 54,000.00
2101.501	CLEARING & GRUBBING	LUMP SUM	1	$ 10,000.00	$ 10,000.00	1	$ 10,000.00	$ 10,000.00	1	$ 9,690.00	$ 9,690.00	1	$ 13,150.78	$ 13,150.78	1	$ 10,000.00	$ 10,000.00	1	$ 15,620.00	$ 15,620.00	1	$ 10,000.00	$ 10,000.00
2104.503	PAVEMENT MARKING REMOVAL	LIN FT	68	$ 3.50	$ 238.00	68	$ 3.00	$ 204.00	68	$ 1.10	$ 74.80	68	$ 1.20	$ 81.60	68	$ 4.00	$ 272.00	68	$ 3.00	$ 204.00	68	$ 2.75	$ 187.00
2104.502	REMOVE SIGN	EACH	1	$ 75.00	$ 75.00	1	$ 60.00	$ 60.00	1	$ 55.55	$ 55.55	1	$ 607.22	$ 607.22	1	$ 125.00	$ 125.00	1	$ 100.00	$ 100.00	1	$ 53.00	$ 53.00
2104.502	SALVAGE CASTING	EACH	2	$ 270.00	$ 540.00	2	$ 125.00	$ 250.00	2	$ 300.00	$ 600.00	2	$ 291.12	$ 582.24	2	$ 300.00	$ 600.00	2	$ 450.00	$ 900.00	2	$ 400.00	$ 800.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	107	$ 2.80	$ 299.60	107	$ 2.50	$ 267.50	107	$ 2.45	$ 262.15	107	$ 7.98	$ 853.86	107	$ 10.00	$ 1,070.00	107	$ 12.00	$ 1,284.00	107	$ 5.00	$ 535.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	62	$ 25.00	$ 1,550.00	62	$ 11.50	$ 713.00	62	$ 20.00	$ 1,240.00	62	$ 9.79	$ 606.98	62	$ 26.00	$ 1,612.00	62	$ 133.54	$ 8,279.48	62	$ 16.00	$ 992.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	70	$ 10.00	$ 700.00	70	$ 6.00	$ 420.00	70	$ 10.00	$ 700.00	70	$ 7.01	$ 490.70	70	$ 30.00	$ 2,100.00	70	$ 15.35	$ 1,074.50	70	$ 16.00	$ 1,120.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	109	$ 5.50	$ 599.50	109	$ 7.75	$ 844.75	109	$ 15.00	$ 1,635.00	109	$ 6.93	$ 755.37	109	$ 6.25	$ 681.25	109	$ 8.89	$ 969.01	109	$ 15.00	$ 1,635.00
2104.518	REMOVE SIDEWALK	SQ FT	110	$ 3.00	$ 330.00	110	$ 3.25	$ 357.50	110	$ 2.00	$ 220.00	110	$ 2.79	$ 306.90	110	$ 3.50	$ 385.00	110	$ 6.45	$ 709.50	110	$ 3.00	$ 330.00
2106.507	EXCAVATION - COMMON (P)	CU YD	2 117	$ 20.00	$ 42,340.00	2 117	$ 2.50	$ 5,292.50	2 117	$ 14.00	$ 29,638.00	2 117	$ 19.12	$ 40,477.04	2 117	$ 18.00	$ 38,106.00	2 117	$ 14.52	$ 30,738.84	2 117	$ 10.50	$ 22,228.50
2106.507	EXCAVATION - MUCK	CU YD	3 865	$ 25.00	$ 96,625.00	3 865	$ 22.25	$ 85,996.25	3 865	$ 18.00	$ 69,570.00	3 865	$ 16.04	$ 61,994.60	3 865	$ 20.00	$ 77,300.00	3 865	$ 22.74	$ 87,890.10	3 865	$ 13.50	$ 52,177.50
2106.507	GRANULAR EMBANKMENT (CV)	CU YD	2 624	$ 30.00	$ 78,720.00	2 624	$ 24.00	$ 62,976.00	2 624	$ 22.00	$ 57,728.00	2 624	$ 18.78	$ 49,278.72	2 624	$ 28.00	$ 73,472.00	2 624	$ 29.63	$ 77,749.12	2 624	$ 29.00	$ 76,096.00
2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV) (P)	CU YD	1 621	$ 40.00	$ 64,840.00	1 621	$ 23.85	$ 38,660.85	1 621	$ 28.00	$ 45,388.00	1 621	$ 16.95	$ 27,475.95	1 621	$ 30.00	$ 48,630.00	1 621	$ 27.89	$ 45,209.69	1 621	$ 28.45	$ 46,117.45
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	2 047	$ 12.00	$ 24,564.00	2 047	$ 6.25	$ 12,793.75	2 047	$ 16.00	$ 32,752.00	2 047	$ 9.27	$ 18,975.69	2 047	$ 28.00	$ 57,316.00	2 047	$ 15.99	$ 32,731.53	2 047	$ 4.80	$ 9,825.60
2108.504	GEOTEXTILE FABRIC TYPE 9	SQ YD	4 862	$ 5.00	$ 24,310.00	4 862	$ 3.25	$ 15,801.50	4 862	$ 7.00	$ 34,034.00	4 862	$ 2.74	$ 13,321.88	4 862	$ 4.00	$ 19,448.00	4 862	$ 4.15	$ 20,177.30	4 862	$ 4.00	$ 19,448.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	975	$ 50.00	$ 48,750.00	975	$ 45.00	$ 43,875.00	975	$ 42.50	$ 41,437.50	975	$ 45.09	$ 43,962.75	975	$ 40.00	$ 39,000.00	975	$ 39.84	$ 38,844.00	975	$ 36.00	$ 35,100.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	224	$ 3.80	$ 851.20	224	$ 3.50	$ 784.00	224	$ 3.35	$ 750.40	224	$ 3.49	$ 781.76	224	$ 5.00	$ 1,120.00	224	$ 3.95	$ 884.80	224	$ 3.25	$ 728.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	455	$ 90.00	$ 40,950.00	455	$ 114.00	$ 51,870.00	455	$ 100.00	$ 45,500.00	455	$ 110.55	$ 50,300.25	455	$ 104.25	$ 47,433.75	455	$ 95.00	$ 43,225.00	455	$ 84.00	$ 38,220.00
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)	TON	455	$ 90.00	$ 40,950.00	455	$ 114.00	$ 51,870.00	455	$ 100.00	$ 45,500.00	455	$ 110.55	$ 50,300.25	455	$ 104.25	$ 47,433.75	455	$ 95.00	$ 43,225.00	455	$ 83.00	$ 37,765.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	1 994	$ 14.00	$ 27,916.00	1 994	$ 14.00	$ 27,916.00	1 994	$ 15.00	$ 29,910.00	1 994	$ 9.64	$ 19,222.16	1 994	$ 15.60	$ 31,106.40	1 994	$ 19.25	$ 38,384.50	1 994	$ 13.15	$ 26,221.10
2503.503	12" RC PIPE SEWER CLASS III	LIN FT	30	$ 60.00	$ 1,800.00	30	$ 73.50	$ 2,205.00	30	$ 110.00	$ 3,300.00	30	$ 100.54	$ 3,016.20	30	$ 97.50	$ 2,925.00	30	$ 185.30	$ 5,559.00	30	$ 100.00	$ 3,000.00
2503.503	15" RC PIPE SEWER CLASS III	LIN FT	563	$ 70.00	$ 39,410.00	563	$ 76.00	$ 42,788.00	563	$ 95.00	$ 53,485.00	563	$ 77.83	$ 43,818.29	563	$ 97.00	$ 54,611.00	563	$ 139.25	$ 78,397.75	563	$ 93.00	$ 52,359.00
2503.503	18" RC PIPE SEWER CLASS III	LIN FT	89	$ 80.00	$ 7,120.00	89	$ 99.00	$ 8,811.00	89	$ 105.00	$ 9,345.00	89	$ 95.58	$ 8,506.62	89	$ 109.00	$ 9,701.00	89	$ 162.10	$ 14,426.90	89	$ 99.00	$ 8,811.00
2506.502	CASTING ASSEMBLY	EACH	9	$ 1,200.00	$ 10,800.00	9	$ 1,425.00	$ 12,825.00	9	$ 1,350.00	$ 12,150.00	9	$ 1,416.29	$ 12,746.61	9	$ 2,200.00	$ 19,800.00	9	$ 1,241.00	$ 11,169.00	9	$ 1,700.00	$ 15,300.00
2506.502	INSTALL CASTING	EACH	2	$ 500.00	$ 1,000.00	2	$ 336.00	$ 672.00	2	$ 350.00	$ 700.00	2	$ 1,416.29	$ 2,832.58	2	$ 2,000.00	$ 4,000.00	2	$ 365.00	$ 730.00	2	$ 550.00	$ 1,100.00
2506.502	ADJUST FRAME & RING CASTING	EACH	2	$ 800.00	$ 1,600.00	2	$ 775.00	$ 1,550.00	2	$ 600.00	$ 1,200.00	2	$ 678.18	$ 1,356.36	2	$ 1,800.00	$ 3,600.00	2	$ 525.00	$ 1,050.00	2	$ 550.00	$ 1,100.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	EACH	9.8	$ 600.00	$ 5,880.00	9.8	$ 505.00	$ 4,949.00	9.8	$ 950.00	$ 9,310.00	9.8	$ 544.93	$ 5,340.31	9.8	$ 625.00	$ 6,125.00	9.8	$ 971.00	$ 9,515.80	9.8	$ 685.00	$ 6,713.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	39.4	$ 650.00	$ 25,610.00	39.4	$ 575.00	$ 22,655.00	39.4	$ 850.00	$ 33,490.00	39.4	$ 509.04	$ 20,056.18	39.4	$ 900.00	$ 35,460.00	39.4	$ 842.00	$ 33,174.80	39.4	$ 715.00	$ 28,171.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	5.3	$ 950.00	$ 5,035.00	5.3	$ 440.00	$ 2,332.00	5.3	$ 1,100.00	$ 5,830.00	5.3	$ 893.19	$ 4,733.91	5.3	$ 601.00	$ 3,185.30	5.3	$ 1,626.00	$ 8,617.80	5.3	$ 740.00	$ 3,922.00
2506.602	CONNECT INTO EXISTING MH OR CB	EACH	2	$ 1,500.00	$ 3,000.00	2	$ 1,365.00	$ 2,730.00	2	$ 2,100.00	$ 4,200.00	2	$ 621.41	$ 1,242.82	2	$ 2,400.00	$ 4,800.00	2	$ 3,120.00	$ 6,240.00	2	$ 1,500.00	$ 3,000.00
2521.518	4" CONCRETE WALK	SQ FT	5 548	$ 8.00	$ 44,384.00	5 548	$ 8.25	$ 45,771.00	5 548	$ 7.80	$ 43,274.40	5 548	$ 8.15	$ 45,216.20	5 548	$ 8.00	$ 44,384.00	5 548	$ 6.70	$ 37,171.60	5 548	$ 7.50	$ 41,610.00
2521.518	6" CONCRETE WALK	SQ FT	707	$ 12.00	$ 8,484.00	707	$ 15.75	$ 11,135.25	707	$ 12.50	$ 8,837.50	707	$ 13.09	$ 9,254.63	707	$ 12.25	$ 8,660.75	707	$ 14.10	$ 9,968.70	707	$ 13.50	$ 9,544.50
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	32	$ 16.00	$ 512.00	32	$ 12.00	$ 384.00	32	$ 16.00	$ 512.00	32	$ 17.46	$ 558.72	32	$ 16.00	$ 512.00	32	$ 18.00	$ 576.00	32	$ 14.25	$ 456.00
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	20	$ 26.00	$ 520.00	20	$ 36.75	$ 735.00	20	$ 44.45	$ 889.00	20	$ 46.55	$ 931.00	20	$ 50.00	$ 1,000.00	20	$ 38.00	$ 760.00	20	$ 65.00	$ 1,300.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	2 063	$ 26.00	$ 53,638.00	2 063	$ 29.00	$ 59,827.00	2 063	$ 28.05	$ 57,867.15	2 063	$ 29.39	$ 60,631.57	2 063	$ 26.50	$ 54,669.50	2 063	$ 27.90	$ 57,557.70	2 063	$ 23.85	$ 49,202.55
2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	41	$ 90.00	$ 3,690.00	41	$ 121.00	$ 4,961.00	41	$ 104.45	$ 4,282.45	41	$ 106.72	$ 4,375.52	41	$ 98.00	$ 4,018.00	41	$ 128.00	$ 5,248.00	41	$ 95.00	$ 3,895.00
2531.618	TRUNCATED DOMES	SQ FT	38	$ 55.00	$ 2,090.00	38	$ 72.00	$ 2,736.00	38	$ 72.25	$ 2,745.50	38	$ 75.64	$ 2,874.32	38	$ 75.00	$ 2,850.00	38	$ 67.00	$ 2,546.00	38	$ 60.00	$ 2,280.00
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	7	$ 5,000.00	$ 35,000.00	7	$ 4,835.00	$ 33,845.00	7	$ 4,075.00	$ 28,525.00	7	$ 4,686.03	$ 32,802.21	7	$ 4,250.00	$ 29,750.00	7	$ 4,058.25	$ 28,407.75	7	$ 4,270.00	$ 29,890.00
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	7	$ 1,500.00	$ 10,500.00	7	$ 1,795.00	$ 12,565.00	7	$ 1,505.00	$ 10,535.00	7	$ 1,739.56	$ 12,176.92	7	$ 1,550.00	$ 10,850.00	7	$ 1,501.50	$ 10,510.50	7	$ 1,585.00	$ 11,095.00
2545.502	SERVICE CABINET - TYPE L1	EACH	1	$ 7,200.00	$ 7,200.00	1	$ 21,335.00	$ 21,335.00	1	$ 19,645.00	$ 19,645.00	1	$ 20,674.14	$ 20,674.14	1	$ 19,500.00	$ 19,500.00	1	$ 19,596.15	$ 19,596.15	1	$ 18,850.00	$ 18,850.00
2545.503	2" NON-METALLIC CONDUIT	LIN FT	925	$ 10.00	$ 9,250.00	925	$ 3.50	$ 3,237.50	925	$ 6.05	$ 5,596.25	925	$ 3.41	$ 3,154.25	925	$ 4.00	$ 3,700.00	925	$ 6.04	$ 5,587.00	925	$ 3.10	$ 2,867.50
2550.503	POWER CABLE 3 CONDUCTOR NO 4	LIN FT	925	$ 3.00	$ 2,775.00	925	$ 5.25	$ 4,856.25	925	$ 4.80	$ 4,440.00	925	$ 5.02	$ 4,643.50	925	$ 5.30	$ 4,902.50	925	$ 2.89	$ 2,673.25	925	$ 4.60	$ 4,255.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 8,000.00	$ 8,000.00	1	$ 3,350.00	$ 3,350.00	1	$ 4,225.00	$ 4,225.00	1	$ 6,167.56	$ 6,167.56	1	$ 4,500.00	$ 4,500.00	1	$ 3,200.00	$ 3,200.00	1	$ 3,800.00	$ 3,800.00
2564.518	SIGN	SQ FT	31	$ 85.00	$ 2,635.00	31	$ 96.00	$ 2,976.00	31	$ 305.00	$ 9,455.00	31	$ 320.02	$ 9,920.62	31	$ 92.00	$ 2,852.00	31	$ 84.00	$ 2,604.00	31	$ 84.00	$ 2,604.00
2564.518	SIGN SPECIAL	SQ FT	9	$ 100.00	$ 900.00	9	$ 144.00	$ 1,296.00	9	$ 210.00	$ 1,890.00	9	$ 221.10	$ 1,989.90	9	$ 160.00	$ 1,440.00	9	$ 135.00	$ 1,215.00	9	$ 126.00	$ 1,134.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	$ 3,500.00	$ 3,500.00	1	$ 2,600.00	$ 2,600.00	1	$ 2,500.00	$ 2,500.00	1	$ 7,463.61	$ 7,463.61	1	$ 2,400.00	$ 2,400.00	1	$ 3,500.00	$ 3,500.00	1	$ 2,400.00	$ 2,400.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 2,000.00	$ 2,000.00	1	$ 600.00	$ 600.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,840.81	$ 2,840.81	1	$ 7,500.00	$ 7,500.00	1	$ 5,000.00	$ 5,000.00	1	$ 1,750.00	$ 1,750.00
2573.502	CULVERT END CONTROLS	EACH	1	$ 450.00	$ 450.00	1	$ 600.00	$ 600.00	1	$ 450.00	$ 450.00	1	$ 232.73	$ 232.73	1	$ 950.00	$ 950.00	1	$ 525.00	$ 525.00	1	$ 235.00	$ 235.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	12	$ 240.00	$ 2,880.00	12	$ 300.00	$ 3,600.00	12	$ 250.00	$ 3,000.00	12	$ 221.10	$ 2,653.20	12	$ 400.00	$ 4,800.00	12	$ 325.00	$ 3,900.00	12	$ 235.00	$ 2,820.00
2573.503	SILT FENCE, TYPE HI	LIN FT	3 136	$ 3.00	$ 9,408.00	3 136	$ 5.00	$ 15,680.00	3 136	$ 5.00	$ 15,680.00	3 136	$ 5.24	$ 16,432.64	3 136	$ 5.00	$ 15,680.00	3 136	$ 4.32	$ 13,547.52	3 136	$ 4.20	$ 13,171.20
2574.505	SUBSOILING (P)	ACRE	0.56	$ 250.00	$ 140.00	0.56	$ 600.00	$ 336.00	0.56	$ 6,500.00	$ 3,640.00	0.56	$ 5,398.19	$ 3,022.99	0.56	$ 2,200.00	$ 1,232.00	0.56	$ 1,325.00	$ 742.00	0.56	$ 1,800.00	$ 1,008.00
2574.505	SOIL BED PREPARATION (P)	ACRE	0.84	$ 200.00	$ 168.00	0.84	$ 1,080.00	$ 907.20	0.84	$ 1,115.00	$ 936.60	0.84	$ 290.92	$ 244.37	0.84	$ 1,500.00	$ 1,260.00	0.84	$ 1,325.00	$ 1,113.00	0.84	$ 525.00	$ 441.00
2574.507	COMMON TOPSOIL BORROW	CU YD	100	$ 55.00	$ 5,500.00	100	$ 0.75	$ 75.00	100	$ 55.00	$ 5,500.00	100	$ 86.98	$ 8,698.00	100	$ 50.00	$ 5,000.00	100	$ 22.00	$ 2,200.00	100	$ 13.00	$ 1,300.00
2574.508	FERTILIZER TYPE 3	POUND	111	$ 1.00	$ 111.00	111	$ 1.25	$ 138.75	111	$ 2.25	$ 249.75	111	$ 1.34	$ 148.74	111	$ 2.00	$ 222.00	111	$ 1.25	$ 138.75	111	$ 1.15	$ 127.65
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	2 694	$ 2.00	$ 5,388.00	2 694	$ 2.50	$ 6,735.00	2 694	$ 2.80	$ 7,543.20	2 694	$ 2.04	$ 5,495.76	2 694	$ 2.50	$ 6,735.00	2 694	$ 2.89	$ 7,785.66	2 694	$ 1.95	$ 5,253.30
2575.505	SEEDING (P)	ACRE	0.56	$ 340.00	$ 190.40	0.56	$ 480.00	$ 268.80	0.56	$ 1,670.00	$ 935.20	0.56	$ 290.92	$ 162.92	0.56	$ 1,100.00	$ 616.00	0.56	$ 425.00	$ 238.00	0.56	$ 525.00	$ 294.00
2575.523	RAPID STABILIZATION METHOD 3	MGAL	3.34	$ 420.00	$ 1,402.80	3.34	$ 935.00	$ 3,122.90	3.34	$ 1,670.00	$ 5,577.80	3.34	$ 872.77	$ 2,915.05	3.34	$ 925.00	$ 3,089.50	3.34	$ 1,200.00	$ 4,008.00	3.34	$ 11.00	$ 36.74
2575.608	SEED NORTHERN BOULEVARD	POUND	84	$ 7.00	$ 588.00	84	$ 9.00	$ 756.00	84	$ 8.90	$ 747.60	84	$ 9.89	$ 830.76	84	$ 7.00	$ 588.00	84	$ 6.24	$ 524.16	84	$ 42.00	$ 3,528.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	1 902	$ 2.00	$ 3,804.00	1 902	$ 3.25	$ 6,181.50	1 902	$ 2.25	$ 4,279.50	1 902	$ 2.97	$ 5,648.94	1 902	$ 6.00	$ 11,412.00	1 902	$ 2.20	$ 4,184.40	1 902	$ 2.70	$ 5,135.40
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	995	$ 3.00	$ 2,985.00	995	$ 6.25	$ 6,218.75	995	$ 4.50	$ 4,477.50	995	$ 5.94	$ 5,910.30	995	$ 8.00	$ 7,960.00	995	$ 4.40	$ 4,378.00	995	$ 5.35	$ 5,323.25
2582.503	24" SOLID LINE PREFORM TAPE GROUND IN (WR)	SQ FT	18	$ 22.00	$ 396.00	18	$ 82.00	$ 1,476.00	18	$ 42.25	$ 760.50	18	$ 79.13	$ 1,424.34	18	$ 50.00	$ 900.00	18	$ 42.00	$ 756.00	18	$ 71.00	$ 1,278.00
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	92	$ 35.00	$ 3,220.00	92	$ 36.00	$ 3,312.00	92	$ 27.80	$ 2,557.60	92	$ 34.91	$ 3,211.72	92	$ 50.00	$ 4,600.00	92	$ 27.50	$ 2,530.00	92	$ 31.50	$ 2,898.00
				TOTAL	**$ 873,112.50**		**TOTAL**	**$ 809,000.00**		**TOTAL**	**$ 888,749.90**		**TOTAL**	**$ 849,445.92**		**TOTAL**	**$ 999,951.70**		**TOTAL**	**$ 995,466.04**		**TOTAL**	**$ 786,838.24**

Request for Council Action

City Council Action

Description of Agenda Item

Hibbing Public Library Tech Hub/Restroom Renovation — Project Award $363,000

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Bids for the Hibbing Public Library Tech Hub and Restroom Revocation were opened 3/26/26. 5 contractors submitted bids and the base bids are as follows and attached:

Nor-Sun - $471,082
Rice Lake - $443,000
Max Gray - $331,000
Lenci - $411,000
Donald Holm - $350,125

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Award the project to the low-bid - Max Gray Construction in the amount of $331,000 for the base bid and accept alternate #1 for $32,000 = Total $363,000.

Action Requested

Requesting council approval

Attachments

1. Bid Tab
2. 2025-11544 Recommendation to Award Letter

BID TABULATION

WiDSETH

Hibbing Public Library Tech Center and Toilet Rooms Renovation
Project # 2025-11544
March 26, 2026 at 1:00 PM CT

Contractor	Base Bid	Alternate 1 Lighting Fixture Replacement	Alternate 2 Glass Partition at Tech Rm	Addenda Acknowledged	Bid Form Completed Entirely	Responsible Contractor Response Form	Bid Security
Max Gray	$331,000.00	$32,000.00 Add	$25,800.00 Deduct	X	X	X	X
Nor-Son	$471,082.00	$30,000.00 Add	$30,264.00 Deduct	X	X	X	X
Rice Lake	$443,000.00	$35,300.00 Add	$26,900.00 Deduct	X	X	X	X
Lenci	$411,000.00	$33,000.00 Add	$26,000.00 Deduct	X	X	X	X
Donald Holm	$350,125.00	$32,252.00 Add	$29,638.00 Deduct	X	X	X	X

WiDSETH
704 East Howard St | Hibbing, MN 55746
Tel: 218-263-6868
www.widseth.com

WIDSETH

03/30/2026

City of Hibbing
Attn: Nick Arola
400 East 23rd Street
Hibbing, MN 55746

Hibbing Public Library Tech Center and Toilet Room Renovations
Project #2025-11544

Dear Mr. Arola:

Bids for the above-mentioned project were received by 1:00 PM CT on March 26, 2026, and opened/read aloud at that time during a public bid opening. There were a total of five bids received. Upon review of the submitted bids, Max Gray Construction, Inc. is the apparent low bidder.

After speaking with Garrett Erickson at Max Gray Construction, Inc., we were able to confirm the following:

Max Gray Construction has agreed to honor the Base Bid Amount of $331,000:

- Add Alternate #1: $32,000 (replacement of remaining lighting as shown on drawings)
- Deduct Alternate #2: $25,800 (glass partition modification) – not accepted

In addition to the base bid, it is also our recommendation to award Add Alternate #1 for total construction cost of $363,000 and is on budget with the original estimate.

Max Gray Construction has confirmed that they will be able to meet the project schedule. All items reviewed indicate that they are a competent contractor with relevant experience and are capable of completing the project scope successfully. It would be our recommendation to award the Hibbing Public Library Tech Center and Toilet Room Renovations project to Max Gray Construction, Inc.

Please feel free to contact us if you have any questions regarding this recommendation.

Respectfully submitted,

WIDSETH SMITH NOLTING & ASSOCIATES, INC.

KHildenbrand

Katie Hildenbrand
CID, VP, Office Manager

KH/mp

Request for Council Action

City Council Action

Description of Agenda Item

Replace two current Lucas CPR devices that are no longer serviceable from Stryker Medical for $35,454.34

Strategic Initiative

Two Lucas devices are end of life and are no longer able to be serviced.

Owner of Agenda Item

Erik Jankila, Fire Chief, 218.421.8363, erikjankila@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

$42,000 Budgeted The quote nearly $7000 under budget

Action Requested

Approve

Attachments

1. Hibbing Fire Amb LUCAS quote 3-1-26

stryker

Hibbing Fire & Amb LUCAS 3

Quote Number:	11110238	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	HIBBING FIRE AMB SVC Attn: Kristi McCormick kristimccormick@hibbingmn.gov (218) 312-1598	Rep:	Peter Swetkovich
		Email:	pete.swetkovich@stryker.com
		Phone Number:	763-312-0470
Quote Date:	03/01/2026		
Expiration Date:	05/30/2026		

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	HIBBING FIRE AMB SVC	Name:	HIBBING FIRE AMB SVC	Name:	HIBBING FIRE AMB SVC
Account #:	20020669	Account #:	20020669	Account #:	20020669
Address:	2320 BROOKLYN DR	Address:	2320 BROOKLYN DR	Address:	2320 BROOKLYN DR
	HIBBING		HIBBING		HIBBING
	Minnesota 55746-1955		Minnesota 55746-1955		Minnesota 55746-1955
Attn:	Kristi McCormick				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	$19,630.96	$39,261.92
2.0	11576-000071	LUCAS External Power Supply	2	$270.30	$540.60
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	$547.80	$1,095.60
				Equipment Total:	$40,898.12

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	2	-$3,000.00	-$6,000.00

stryker

Hibbing Fire & Amb LUCAS 3

Quote Number:	11110238	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	HIBBING FIRE AMB SVC Attn: Kristi McCormick kristimccormick@hibbingmn.gov (218) 312-1598	Rep:	Peter Swetkovich
		Email:	pete.swetkovich@stryker.com
		Phone Number:	763-312-0470
Quote Date:	03/01/2026		
Expiration Date:	05/30/2026		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$556.22
Grand Total:	$35,454.34

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Request for Council Action

City Council Action

Description of Agenda Item

Remount Medic 5 Box on a 2026 Ford F450 4x4 Chassis

Strategic Initiative

Reduce the cost of new ambulances. This first remount. The box in good shape, the chassis is worn out.

Owner of Agenda Item

Erik Jankila, Fire Chief, 218.421.8363, erikjankila@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

$225,000 Budgeted. We expect it to be around the $202,000 that is in the quote. The exact price is not known until the box is off the truck. This was the lowest price quote received.

Action Requested

Attachments

1. Hibbing FD_rev Rmt Prop & Options_1-27-26

REMOUNT PROPOSAL

January 27, 2026

Hibbing Fire Department
Attn: Erik Jankila
2320 Brooklyn Drive
Hibbing, MN 55746
erikjankila@ci.hibbing.mn.us

RE: Remount/Refurbish one (1) 2019 North Star vehicle #2909-1 module

Braun Northwest is pleased to offer the following proposal:

Remount/Refurbish one (1) 2019 North Star vehicle #2909-1 module onto a 2026 Ford F-450 4x4 ambulance prep gas chassis based upon enclosed specification dated 5/9/2025 with the following changes:

- **Delete additional key fobs as described in Section 1.02.35**
- **Delete installation of auxiliary compressor in the engine compartment, as described in Section 1.02.36**
- **Transfer existing door hinges in place of replacing with new, as described in Section 2.09.02**
- **Delete repainting of under the chassis hood, as described in Section 3.04.01**
- **Delete installation of Zico electric step with override switch, as described in Section 4.17**
- **Transfer existing headliner in place of installation of a new aluminum headliner, as described in Section 5.02**
- **Transfer existing grab rails and IV hangers as described in Section 5.05 and 5.07, in place of remove and reinstall.**
- **Delete installation of secondary condenser on the front of the module with painted to match module bracket, as described in Section 5.17**
- **Delete installation of Webasto floor heater, as described in Section 6.37**

Total for remount with above-described changes F.O.B. Hibbing, MN ……………. $201,718.00**

Sales tax not included

F.O.B.: **Hibbing, Minnesota**

Delivery: **Remount/refurbish to be completed within ninety (90) days after receipt of new chassis and existing vehicle. Start of process to be scheduled based upon new chassis delivery and agency's operational schedule.**

Terms: **Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.**

***Vehicle must be in drivable condition, capable of completing the trip to Chehalis, WA. If vehicle becomes disabled, Customer is responsible for any additional charges related to getting the vehicle to the Braun Northwest, Inc. Chehalis, WA facility.**

BRAUN NW inc.
150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

*****The above pricing is based upon the availability of the current model year chassis. Should the model year no longer be available at the time the order is placed, a newer model year will be offered with an adjustment in price.***

******In the event of chassis price increases due to the potentially implemented tariffs, which are out of Braun NW's control, customer will be notified of the cost change associated with the chassis, and adjustments will be made via a change order.***

*******Note: The above pricing includes round-trip travel charges for one (1) person flying from Duluth, MN to Portland, OR for the Final Inspection.***

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by: Braun Northwest, Inc.	We agree to accept the above proposal: Hibbing Fire Department
Colton Schoelkopf	
Colton Schoelkopf, General Sales Manager	Signature / Date
Date: 1-27-2026	
	Printed Name / Title

CS
cc RH
Enclosures: Specifications, Options page.

OPTIONS
FOR
Hibbing Fire Department
Hibbing, Minnesota

Please indicate if you want the following options by initialing in the space to the left, filling in the appropriate spaces, and checking the yes/no boxes, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

_____1. Utilize trade in of existing Chevrolet Silverado 4500HD chassis in place of specified return to customer as described in Section 1.04.
DEDUCT…………………………………………Per unit <$5,975.00>
Do you want this option? ☐Yes ☐No _______initials

_____2. Utilize a secondary condenser on the front of the module, painted to match, and install a TM-21 auxiliary compressor in the engine compartment as described in Sections 1.02.36 and 5.17.
ADD………………………………………….….....Per unit $9,050.00
Do you want this option? ☐Yes ☐No _______initials

_____3. Utilize a new Zico Electric Step with override switch as described in section 4.17.
ADD…………………………………………….....Per unit $3,275.00
Do you want this option? ☐Yes ☐No _______initials

_____4. Utilize a new painted aluminum headliner as described in Section 5.02.
ADD…………………………………………….....Per unit $8,500.00
Do you want this option? ☐Yes ☐No _______initials

_____5. Utilize a new Webasto floor heater as described in Section 6.37.
ADD…………………………………………….…Per unit $4,500.00
Do you want this option? ☐Yes ☐No _______initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

______________________________ __________ ______________________________ __________
(Signature) (Date) (Printed Name) (Title)