



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, May 6, 2026
5:00 PM

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

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

Members may participate through remote technology

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. Add: Consent Agenda #5, #28, 29 & # 30
Delete: Department & Committee Reports #1b

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of April 15, 2026
2. Approve the Minutes of the Hibbing City Council Workshop of April 15, 2026

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated April 24, 2026 checks #182603-182698 and drafts totaling \$911,933.38
2. Approve Accounts Payable dated May 1, 2026 checks #182699-182759 and drafts totaling \$3,066,073.80
3. Approve Accounts Payable dated May 6, 2026 checks #182760-182770 in the amount of \$170,054.90
4. Approve City Payroll for the pay period ending April 17, 2026 in the amount of \$643,897.24
5. Approve City Payroll for the pay period ending May 1, 2026 in the amount of \$674,896.27

6. Offer RESOLUTION NO. 26-05-01 APPROVING THE GRANT FOR NATIONAL NIGHT OUT FROM THE HIBBING FOUNDATION FROM THE DR. BENJAMIN P. OWES FOUNDATION FUND AND ACCEPTING THE GRANT IN THE AMOUNT OF \$400
7. Delcare a John Deere Road Grader as Surplus
8. Authorize the hire of Noah Laitala for the Seasonal Library Intern position pending pre-employment contingencies.
9. Approve Nick Kenjalo to attend the Gracie Survival Tactics Instructor Training in Mount Pleasant, WI from July 19–July 24, 2026. Estimated cost of the training and travel is \$2,366.
10. **Authorize the posting of one Full-Time Equipment Operator I position.**
11. Authorize the Mayor to sign applications required under the New York Health Care Reform Act, allowing AmeriHealth (AHA) to submit Public Goods Pool filings on behalf of the City of Hibbing.
12. Approve the hire of Abbey McDonald for Full-Time Patrol Officer with the Hibbing Police Department pending pre-employment contingencies.
13. Authorize the posting of one Full-Time Firefighter/Paramedic for the Hibbing Fire Department.
14. Authorize the posting of one Temporary Election Worker.
15. Authorize the posting of one full-time Community Development Director position.
16. Authorize the Mayor and City Council Members to attend the Hull Rust Mineview Exhibition Unveiling and Hill of Three Waters site visit on May 28, 2026.
17. Approve the Application for a Transient Merchant of Edward Franklin III to sell Mini Donuts at 3095 South Hughes Road
18. Approve the Special Event Permit Application of Cindy Migley to host the Circus Spectacular on May 8th and 9th, 2026 at the Hibbing Memorial Building
19. Accept and place on file the March 2026 Hibbing Police Department Activity Report
20. Approve the Raffle Permit Application Request of the Hibbing Area Chamber of Commerce to hold their raffle at Sammy's Pizza & Restaurant on Thursday, July 9, 2026
Raffle Permit # 26-05-01
21. Approve the Raffle Permit Application of the Iron Range Cheer Booster Club to hold Bingo on Jun 4, 11, 18 & 25, 2026 at the Hibbing Elks Lodge
Raffle Permit # 26-05-02
22. Approve the Raffle Permit Application Request of Hibbing Baseball Association to

hold their raffle at Al Nyberg Field on Saturday, July 18, 2028.
Raffle Permit #26-05-03

23. Approve the Application for Transient Merchant from of Robbi Lee Miller / Miller Concessions Inc. to sell food in the Walmart Parking Lot May 6-10, 2026
24. Authorize amendment to budget for Geotechnical and Environmental Work by Braun Intertec at Cobb Cook Place site in the amount of \$2,642.30.
25. Authorize amendment to budget for Land Use Plan work by HKGi in the amount of \$3,632.83.
26. Set the next Regular Hibbing City Council Meeting for Wednesday, May 20, 2026 at 5:00 p.m. in the Hibbing City Hall Council Chamber
27. Set the next Hibbing City Council Workshop Meeting for Wednesday, May 20, 2026 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber
28. Authorize the Mayor and City Council Members to attend the Hull Rust Mineview Exhibition Unveiling and Hill of Three Waters site visit on May 28, 2026. (The date was changed from the April 15th Consent agenda)
29. Authorize the hire of Andrew Reba for the Temporary Animal Care Attendant position pending pre-employment contingencies.
30. Authorize the Hibbing City Council to attend the Local Board of Appeal & Equalization Meeting on Thursday, May 12, 2026 in the City Hall Council Chamber

VII. PUBLIC FORUM:

1. Kim Heye - Local Transportation Service Called CHKN Run Area MN

VIII. CITY COUNCIL REPORTS

1. Chisholm Hibbing Airport Authority
Hibbing Economic Development Authority
Hibbing Public Utilities Commission
RAMS

IX. DEPARTMENT AND COMMITTEE REPORTS:

1. City Attorney Andy Borland

- a. Offer ORDINANCE NO. 457, 2ND SERIES: AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)" BY ADDING NEW DEFINITIONS TO SECTION 11.02 AND BY AMENDING THE USES PERMITTED ZONE: DISTRICTS; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99, WHICH AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

- b. ~~PLACEHOLDER: Downtown Off Street Residential Parking Ordinance (legal doc needs to be added; current attachment is notes)~~
- c. 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.

2. City Administrator Greg Pruszinske

- a. Administrator's Report

X. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Approve purchase of front load steel refuse cans with framed lids from Hartels in the amount of \$21,750.00
- b. Lift Station Controls Upgrade - \$43,880.00
- c. Award the 23rd Street Project to Bougalis Inc. in the amount of \$2,426,955.05
- d. 23rd Street Project Testing - NTS \$20,160.00
- e. Cooperative Agreement with the HPU for the 23rd Street Project
- f. Hibbing Public Safety Building Vapor Mitigation
- g. Approve the purchase of carbide cutting edges from KRIS Engineering in the amount of \$29,333.78

XI. ADJOURNMENT:

M.M. 4/24/20 CL #8 182603-182698

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003604	CENTURY LINK I-3022 APR 26	ACT 334013022 APR 26	R	4/24/2026		39.99CR	182612	39.99
005461	CIVICPLUS, LLC I-367194	ANN CIVIC ENGAGE 6/6/26-6/5/27	R	4/24/2026		11,219.00CR	182613	11,219.00
002755	COMO OIL & PROPANE I-1521599742	439.70 PROPANE/PW WARM STOR	R	4/24/2026		784.86CR	182614	784.86
005076	COMPUDYNE, INC. (LEASE) I-41771869 I-41771870 I-41792783 I-41792784	MAY 26 ZBOOK MOBILE/FB MAY 26 CONS ACCT MAY 26 PROD 400 G7 LEASE/LIBR MAY 26 TBOOKS/AMB	R R R R	4/24/2026 4/24/2026 4/24/2026 4/24/2026		249.95CR 2,089.67CR 1,108.80CR 725.59CR	182615 182615 182615 182615	4,174.01
005211	CTC I-21790614	INTERNET/PHONES APR 2026	R	4/24/2026		5,214.88CR	182616	5,214.88
003937	CULLIGAN OF NORTHEAST MN-VIRGINIA I-425X02364608 I-425X02365506	BOTTLE WTR DELIVER/RENT/PW BOTTLED WATER DELIVER/NEW BLDG	R R	4/24/2026 4/24/2026		314.26CR 19.99CR	182617 182617	334.25
002706	DOMINOS PIZZA I-4/17/26	6 14" PIZZA/APRIL LUNCH&LEARN	R	4/24/2026		103.94CR	182618	103.94
000565	EARL F ANDERSEN, INC I-0142309-IN I-0142342-IN	9" W/G D/F STREET NAME 16x9 ADDRESS/24x9 ST NAME/30x9	R R	4/24/2026 4/24/2026		88.95CR 1,145.40CR	182619 182619	1,234.35
000510	ECOLAB PEST ELIMINATION INC I-3808848 I-3808851 I-3808852	QTR 2 2026 ROACH/RODENT/MB APR 26 ROACH/RODENT BUS MUSEUM QTR 2 2026 RODENT/PD ST2	R R R	4/24/2026 4/24/2026 4/24/2026		203.37CR 171.20CR 124.99CR	182620 182620 182620	499.56
005766	ECP SERVICES LLC I-2515	COMMISSION ON NET PMT/MAR 26	R	4/24/2026		6,861.98CR	182621	6,861.98
2155	EMERGENCY APPARATUS MAINT I-139324 I-139325 I-139326	ENG 2/SVC PUMP/TEST ENG 3/SVC PUMP/TEST LADDER 1/SVC PUMP/TEST	R R R	4/24/2026 4/24/2026 4/24/2026		987.10CR 999.16CR 987.10CR	182622 182622 182622	2,973.36

PACKET: 04066 Regular Payments 4/24/26

VENDOR SET: 01 ***** CHECK LISTING *****

BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000848	EXCEL BUSINESS SYSTEMS							
	I-82326	PD CLICKS/LEASE APR 26	R	4/24/2026		291.20CR	182623	
	I-82327	ADM/3RD CLR CLICKS/LEASE APR 26	R	4/24/2026		374.26CR	182623	
	I-82328	BLDG & HSG CLICKS/LEASE APR 26	R	4/24/2026		195.67CR	182623	
	I-82329	MEM BLDG CLICKS/LEASE APR 26	R	4/24/2026		229.69CR	182623	
	I-82330	LIBRARY CLICKS/LEASE APR 26	R	4/24/2026		206.74CR	182623	
	I-82331	FD CLICKS/LEASE APR 26	R	4/24/2026		207.07CR	182623	1,504.63
002347	FASTENAL INDUSTRIAL & CONSTRUCTION SUPPLIES							
	I-MNHIB132565	COTTERPIN 7/64x1.25Z	R	4/24/2026		5.88CR	182624	5.88
001626	FRED FAUST							
	I-194671	20" & 13" BLOW GUN/HEX NUTS	R	4/24/2026		151.35CR	182625	151.35
002922	FIRE SAFETY USA, INC							
	I-256306	HOSE CLAMP/COMPART TILES/TILE	R	4/24/2026		618.05CR	182626	
	I-256391	EAGLE COMPRESSOR REPAIR	R	4/24/2026		1,356.50CR	182626	1,974.55
003080	FLAHERTY & HOOD, PA							
	I-24924	LABR/EMPLY/CONS SVCS MAR 26	R	4/24/2026		3,590.50CR	182627	3,590.50
000026	FORD OF HIBBING							
	I-198517	CHECK ENGINE LIGHT ON H13	R	4/24/2026		1,320.95CR	182628	
	I-198950	H15 CYLINDER MISFIRE/SPARK PLU	R	4/24/2026		180.95CR	182628	
	I-532400	COIL ASY/SPARK PLUG/GASKET H15	R	4/24/2026		443.37CR	182628	1,945.27
003748	FRONTIER PRECISION INC							
	I-INV346677	FIRMWARE UPDATE, SERVO, CALIBRA	R	4/24/2026		850.00CR	182629	850.00
005633	FUSIONTECH LLC							
	I-HIBBING-FDTABLETS	5x GETAC V110 REFURB TBOOKS	R	4/24/2026		2,190.96CR	182630	2,190.96
000261	GOPHER STATE ONE CALL							
	I-6030473	MAR 2026 EMAIL/VOICE	R	4/24/2026		59.40CR	182631	59.40
001021	GRAINGER PARTS							
	I-9863806528	SURF CLOSER, HEAVY DUTY, MANUA	R	4/24/2026		154.68CR	182632	
	I-9868616815	DISP GLOVE/TRASH BAGS/T PAPER	R	4/24/2026		412.48CR	182632	
	I-9873077367	ATHLETIC STRIPING MACHINE	R	4/24/2026		357.76CR	182632	
	I-9878638577	WIND SQUEEGEE/TELE POLE/WASHER	R	4/24/2026		243.34CR	182632	1,168.26
005697	HALLBERG ENGINEERING, INC.							
	I-39464	HEATING STUDY SVCS THR 3/31/26	R	4/24/2026		9,450.00CR	182633	9,450.00

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005356	HAMILTON MEDICAL INC I-23504842	T1 CIRCUIT 180 + VALVE B/20	R	4/24/2026		1,013.07CR	182634	1,013.07
000488	IMPERIALDADE (FRMLY DALCO) I-40897572 I-40928929 I-41024988	FORKS/PLATES/TOWEL RL/BATH TIS 3M 4100 PAD WHT 12 IN PLATE PAPER 10.25/VB CAN LINER	R R R	4/24/2026 4/24/2026 4/24/2026		632.78CR 47.70CR 100.27CR	182635 182635 182635	780.75
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN5100106 I-IN5101184	TONER/MG/CN/YL/BK/PUNCH 3MIL TAPE, CARTRIDGE,1/2,BK/WHT	R R	4/24/2026 4/24/2026		390.10CR 37.82CR	182636 182636	427.92
005797	INTERLINK CARE MANAGEMENT, INC. I-28906C	COMPLEX CASE MGMT 3/1-3/31/26	R	4/24/2026		300.00CR	182637	300.00
001473	IRON RANGE TIRE SERVICE I-37218 I-37238 I-37258 I-37269 I-37315 I-37333	16X6.50-8 & 23X9.5-12 TURF MST 315/80R22.5 G DYR/MOUNT/BALANCE P255/60R18 EAGLE/DISMOUNT/BALA FLAT REPAIR / MEDIC 5 11R22.5 G DYR/DISMNT/MNT/SUPPLI LT225/75R16 G DYR/DISMNT/MNT	R R R R R R	4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026		406.25CR 621.57CR 169.75CR 60.50CR 1,291.12CR 195.05CR	182638 182638 182638 182638 182638 182638	2,744.24
000643	JACK & DONS I-45840	WRECKER SVC/M3/WINCH OUT	R	4/24/2026		225.00CR	182639	225.00
005622	JLG ARCHITECTS I-250306-3	REC CNTR PREDESIGN SVC 3/31/26	R	4/24/2026		15,879.94CR	182640	15,879.94
000697	KEN'S A-1 AUTO SERVICE I-81530	GAS IN OIL / H13	R	4/24/2026		3,356.33CR	182641	3,356.33
005552	KRONOS SAASHR, INC. I-110080053438	PAYROLL SVCS 3/1/26-3/31/26	R	4/24/2026		570.96CR	182642	570.96
000285	L & L RENTALS INC I-216307	100 LB PROPANE FILL X2	R	4/24/2026		176.00CR	182643	176.00
000334	L & M FLEET SUPPLY I-OHB-REG-0210057148 I-OHB-REG-0210057154 I-OHB-REG-0210057255 I-OHB-REG-0210057350 I-OHB-REG-0210057544 I-OHB-REG-0210057657 I-OHB-REG-0210058841 I-OHB-REG-0210058894 I-OHB-REG-0240057254 I-OHB-REG-0410074577 I-OHB-REG-0410074642 I-OHB-REG-0410074671 I-OHB-REG-0410075483	SWING CLEAR RURAL SUPPORT BATTERY AA/9V/AAA/TAPE PWRLK O RING FOR U25, OB1 & OB HEARING PROT/BOLT CUTT/WTR SRP SIMPLE GREEN/GLOVES/WTR SPRING WATER SPRING 24 PK x8 WATER SPRING 24 PK/RAKE BOW HEX NUT x 4 FAN HOUSING/BAFFLE/CARB BOX MAILBOX RURAL/MOUNTING BOARD SPREADER PUSH 85# MP BEST/FORD 8N/MINI PAINT ROL ARMORALL/RIB ANCHOR/HOOKS	R R R R R R R R R R R R R	4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026 4/24/2026		132.99CR 116.31CR 6.63CR 271.30CR 54.02CR 29.56CR 57.96CR 7.56CR 57.47CR 67.42CR 113.99CR 34.60CR 45.63CR	182644 182644 182644 182644 182644 182644 182644 182644 182644 182644 182644 182644 182644	

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000893	I-0HB-REG-0810012632	NIPPLE-GALVAN/COUPLING/VEGATAB	R	4/24/2026		54.59CR	182644	
	I-HIB-01-10065813	BULK FASTENERS	R	4/24/2026		6.65CR	182644	
	I-HIB-02-10053780	ZIP TIE 175LB 17"/120LB 18"	R	4/24/2026		36.08CR	182644	
	I-HIB-02-10054542	MARINE LOWER UNIT FLUID	R	4/24/2026		8.54CR	182644	
	I-HIB-02-10054562	BOOTS-NUTS-FLATS/DRILL BIT/PLA	R	4/24/2026		50.80CR	182644	
	I-HIB-02-10055708	HARDLE MOLD/SAW CHAIN 33RS	R	4/24/2026		88.51CR	182644	
	I-HIB-02-10055711	BIT #2 3-1/2"/COMBO KIT 4-TOOL	R	4/24/2026		239.29CR	182644	
	I-HIB-02-10055925	CONCRETE PATCH/SEALANT FOAM	R	4/24/2026		28.45CR	182644	
	I-HIB-02-10056039	LADDER 4' / DROPCLOTH	R	4/24/2026		119.67CR	182644	
	I-HIB-02-10056077	ROOF SCREWS/GREASE LT200/JT6	R	4/24/2026		107.13CR	182644	
	I-HIB-02-10056100	SAW CHAIN (3634) .325 .06	R	4/24/2026		58.12CR	182644	
	I-HIB-02-10056257	SPARK PLUG/SEAFOAM MOTOR	R	4/24/2026		14.22CR	182644	
	I-HIB-02-40055707	HARDLE MOLDING	R	4/24/2026		4.74CR	182644	
	I-HIB-02-40055709	BAR 25" SN/20" ST/20"/25" 3/8	R	4/24/2026		312.51CR	182644	
	I-HIB-03-10068375	WATER SPRING/BATT AAA/D	R	4/24/2026		34.46CR	182644	
	I-HIB-03-10068520	CONCRETE PATCH/FLOOR POLY	R	4/24/2026		78.86CR	182644	
000166	I-HIB-03-10068718	HUSHING 2"/3"/BAM LOCK 2Mx2M	R	4/24/2026		45.55CR	182644	
	I-HIB-03-10069589	ZIP TIE 120LB 14.5	R	4/24/2026		41.78CR	182644	
	I-HIB-06-10024134	ANGLE BROOM/FIRE EXIT SIGN/EXI	R	4/24/2026		54.43CR	182644	
	I-HIB-06-10025691	FLEXZILLA 5/8" x 100' GAR	R	4/24/2026		80.74CR	182644	2,460.56
	VOID	VOID CHECK	V	4/24/2026			182645	**VOID**
	LAKE COUNTRY POWER							
	I-APR 2026	APR 2026 LAKE COUNTRY POWER	R	4/24/2026		20,003.39CR	182646	20,003.39
	LAWSON PRODUCTS INC							
	I-9313350959	2-1/2, 2-1/4, 3-1/2 PLOW BOLTS	R	4/24/2026		292.08CR	182647	
	I-9313350960	DRILL BIT/NYLON INSUL/CAP NUT	R	4/24/2026		516.85CR	182647	808.93
	LIFE-ASSIST, INC							
	I-2104806	TB TUBE INTRO/LUBRIC JELLY/LAN	R	4/24/2026		221.77CR	182648	221.77
	LITTLE FALLS MACHINE INC							
	I-376529	ANTI-FLOW/SALT ONE PC COVER	R	4/24/2026		285.19CR	182649	285.19
	LOWES HOME CENTERS, INC							
	I-99006569174 MAR 26	ACT 99006569174 MAR 26	R	4/24/2026		1,238.31CR	182650	1,238.31
000246	MACQUEEN EQUIPMENT INC							
	I-P71490	1/4 HSE BRB/ELBOWFIT/FITTING	R	4/24/2026		328.42CR	182651	
	I-P71767	EAGLE TUBE BROOM/PELICAN TUBE	R	4/24/2026		1,664.67CR	182651	1,993.09

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002867	MEDIAACOM LLC I-3244 APR 26	ACT 8384923250093244 APR 26	R	4/24/2026		370.98CR	182652	370.98
003521	MEDICAREBLUE RX I-MAY 2026	MAY 2026 MEDICARE RX BILLING	R	4/24/2026		30,900.70CR	182653	30,900.70
001597	MESABI ANIMAL HOSPITAL, LLC I-252986 I-254300	HAC FOR BUDDY 3/9/26 HAC FOR LUCK 4/20/26	R R	4/24/2026 4/24/2026		140.00CR 254.50CR	182654 182654	394.50
005787	METLIFE I-89772821	METLIFE AMS MAY 2026	R	4/24/2026		118.99CR	182655	118.99
005793	METROPOLITAN LIFE INSURANCE COMPANY I-04/24/26	APR 26 ADA/PML/PFL	R	4/24/2026		7,284.60CR	182656	7,284.60
003847	MICROMARKETING LLC I-1004859 I-1004980	UNCD LPHC	R R	4/24/2026 4/24/2026		37.40CR 36.85CR	182657 182657	74.25
005012	MID STATE EMERGENCY VEHICLE I-HPDSQD4 I-HPDSQDH10	INSTALL FLASHLIGHT/GUN MOUNT INSTALL WIFI SYS/RELOC RADIO	R R	4/24/2026 4/24/2026		141.10CR 282.13CR	182658 182658	423.23
002965	MIRIAM KERO CONSULTING I-HIB28MHS/LCCMR/DNR	MHS CLOCK TWR/LCCMR/DNR	R	4/24/2026		2,178.00CR	182659	2,178.00
003366	MN DEPT OF LABOR AND INDUSTRY I-AUR0189448X	2026 ELEVATOR ANN OPS/MB	R	4/24/2026		145.00CR	182660	145.00
003785	MOOVE NA DISTRIBUTION LLC (FRMLY PETROCHOICE) I-52173845	DPLX 21C HYDRA 1000 ISO 32	R	4/24/2026		569.32CR	182661	569.32
002710	NAPA SUPPLY OF HIBBING I-520106 I-520226	FUEL FILTER TRANS FILT KIT/GASKET	R R	4/24/2026 4/24/2026		279.34CR 68.39CR	182662 182662	347.73
005728	NOR-TECH PROPERTIES I-4/20/26	5/1/26 INSTALLMENT C/D	R	4/24/2026		150,000.00CR	182663	150,000.00
000536	NORTH CENTRAL LABORATORIE I-533644	4 QA/QC STANDARD	R	4/24/2026		69.69CR	182664	69.69

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***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000415	NORTH COUNTRY GM (FORMERLY RANGER CHEV.)							
	C-CM-521387	FILTER	R	4/24/2026		600.00	182665	
	I-521378	19409242 - FILTER	R	4/24/2026		1,836.54CR	182665	
	I-521388	SENSOR/SEAL	R	4/24/2026		120.04CR	182665	1,356.58
005785	NORTHERN PLUMBING & AIR LLC							
	I-1341	LOW HEAT/FLTR CLN/GOLF COURSE	R	4/24/2026		150.00CR	182666	150.00
000414	NTS							
	I-INV6056	400 BLK PRE DEMO INSPECTION	R	4/24/2026		4,852.31CR	182667	
	I-INV6090	PSB PH 1/REP PROD & FIELD WORK	R	4/24/2026		21,608.94CR	182667	
	I-INV6094	PSB PH2/FLD WRK/PRO MGMT/REP P	R	4/24/2026		25,592.53CR	182667	52,053.78
001235	POWERPLAN OIB (FORMERLY NORTRAX)							
	I-2664778	BULB x20 / FREIGHT	R	4/24/2026		64.70CR	182668	
	I-2672465	LATCH x 2 / INBOUND FREIGHT	R	4/24/2026		268.05CR	182668	332.75
005686	PRECISE MRM LLC							
	I-IN200-2012219	GREEN 9 PIN DEUTSCH TYPE 2	R	4/24/2026		304.57CR	182669	304.57
000206	PUBLIC UTILITIES COMM							
	I-3/1/26-3/31/26	3/1/26-3/31/26 UTILITIES PMT	R	4/24/2026		82,576.64CR	182670	82,576.64
000206	PUBLIC UTILITIES COMM							
	I-608975	TEMP NONREF ELECTRIC SVC FEE	R	4/24/2026		100.00CR	182671	100.00
000206	PUBLIC UTILITIES COMM							
	I-609122	NEW GAS LINE/LINDQUIST RD GENE	R	4/24/2026		450.00CR	182672	450.00
003949	QUADIENT LEASING USA, INC. (MAIL FINANCE -NEOPOST)							
	I-Q2306698	LEASE PMT 5/9/26-8/8/26	R	4/24/2026		586.80CR	182673	586.80
000077	RADKO IRON & SUPPLY INC							
	I-29404/1	BRAZING ROD/FLAP DISC	R	4/24/2026		132.93CR	182674	
	I-29514/1	BUSH HEX RENTAL SWEEPER	R	4/24/2026		16.99CR	182674	
	I-29594/1	GUN NOZZLE/ADAPTER/SOCKET	R	4/24/2026		40.46CR	182674	
	I-29663/1	1/2x3FLAT PER FT/CUTTING&HANDL	R	4/24/2026		49.32CR	182674	239.70
003088	RANGE REGIONAL AIRPORT AUTHORITY							
	I-9619	ANIMAL SHELTER 26 WASTE ASSMNT	R	4/24/2026		325.00CR	182675	325.00
005591	RIHM MOTOR COMPANY							
	I-319951B	FLTR-CAB AIR/KIT-FUEL FLTR	R	4/24/2026		523.89CR	182676	523.89

PACKET: 04066 Regular Payments 4/24/26

VENDOR SET: 01

**** CHECK LISTING ****

BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D086858	MO INFLEUNT & EFFLUENT 3/25/26	R	4/24/2026		354.67CR	182677	
	I-D086892	LOW LEVEL MERCURY 3/26/26	R	4/24/2026		297.62CR	182677	
	I-D086903	INFLEUNT & EFFLEUNT 3/26/26	R	4/24/2026		108.26CR	182677	
	I-D087035	INFLEUNT & EFFLUENT 3/31/26	R	4/24/2026		108.26CR	182677	
	I-D087117	INFLEUNT & EFFLUENT 4/2/26	R	4/24/2026		127.07CR	182677	995.88
005781	RTS TACTICAL							
	I-INV4258	SPECIAL THREATS SHEILDS & CARR	R	4/24/2026		6,362.88CR	182678	6,362.88
004979	SELLMAN BORLAND & SIMON PLLC							
	I-MAR 26 COSTS	MAR 26 COSTS	R	4/24/2026		180.00CR	182679	
	I-MAR 26 HEDA COSTS	MAR 2026 HEDA COSTS	R	4/24/2026		210.00CR	182679	
	I-MAR 26 HEDA LEGAL	MAR 2026 HEDA LEGAL SVCS	R	4/24/2026		945.00CR	182679	
	I-MAR 26 LEGAL	MAR 26 LEGAL SVCS	R	4/24/2026		6,930.00CR	182679	8,265.00
004131	SHRED-N-GO, INC.							
	I-197111	SHRED SVCS THRU 4/6/26 LIBR	R	4/24/2026		90.30CR	182680	90.30
005678	SNYDER INDUSTRIES							
	I-713267	300G CNTRS/SM LIDS/LR LIDS/KIT	R	4/24/2026		42,850.75CR	182681	42,850.75
005725	SPLASH XPRESS CAR WASH - HIBBING							
	I-00201	GOLD UNLIMITED PLAN FEB 26	R	4/24/2026		217.60CR	182682	
	I-00210	GOLD UNLIMITED PLAN MAR 26	R	4/24/2026		217.60CR	182682	435.20
001453	ST CROIX RECREATION CO INC.							
	I-22576	6' CONTOUR MEM BENCH/FREE STND	R	4/24/2026		1,739.00CR	182683	1,739.00
000514	ST LOUIS COUNTY AUDITOR							
	I-00001366	2026 EVERBRIDGE BILLING	R	4/24/2026		6,420.13CR	182684	6,420.13
003565	ST LOUIS COUNTY AUDITOR							
	I-312348	8.67 GAL UNLEAD VIRGINIA/PD	R	4/24/2026		21.11CR	182685	21.11
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING							
	I-312217	MAR 2026 FUEL	R	4/24/2026		36,100.18CR	182686	36,100.18
001259	ST LOUIS COUNTY AUDITOR							
	I-00030	2026 TOTAL PC 141-0040-00030 2026 TOTAL	R	4/24/2026		80.00CR	182687	
	I-00030	26 RENT TTL PC 140-5021-00030 2026 TOTAL	R	4/24/2026		600.00CR	182687	
	I-00110	2026 TOTAL PC 140-0106-00110 2026 TOTAL	R	4/24/2026		450.00CR	182687	
	I-00120	2026 TOTAL PC 140-0140-00120 2026 TOTAL	R	4/24/2026		80.00CR	182687	
	I-00130	2026 TOTAL PC 140-0150-00130 2026 TOTAL	R	4/24/2026		800.00CR	182687	
	I-00200	2026 TOTAL PC 140-0150-00200 2026 TOTAL	R	4/24/2026		450.00CR	182687	
	I-00300	2026 TOTAL PC 140-0220-00300 2026 TOTAL	R	4/24/2026		240.00CR	182687	
	I-00339	2026 TOTAL PC 140-0270-00339 2026 TOTAL	R	4/24/2026		450.00CR	182687	
	I-00341	2026 TOTAL PC 140-0270-00341 2026 TOTAL	R	4/24/2026		325.00CR	182687	
	I-00360	2026 TOTAL PC 140-0270-00360 2026 TOTAL	R	4/24/2026		325.00CR	182687	
	I-00362	2026 TOTAL PC 140-0270-00362 2026 TOTAL	R	4/24/2026		450.00CR	182687	
	I-00400	2026 TOTAL PC 140-0270-00400 2026 TOTAL	R	4/24/2026		325.00CR	182687	
	I-00640	2026 TOTAL PC 140-0270-00640 2026 TOTAL	R	4/24/2026		175.00CR	182687	

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005769	TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC I-25-220-7	DOWNTOWN HBG PARKING & TRAFFIC	R	4/24/2026		2,179.00CR	182693	2,179.00
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW I-2083283/MAR 26	PRE EMPL SCRNS/POLICE	R	4/24/2026		1,362.00CR	182694	1,362.00
001752	USGA I-43750298 2026 DUES	43750298 2026-27 MERSHIP DUES	R	4/24/2026		175.00CR	182695	175.00
005463	VALVOLINE INSTANT OIL CHANGE I-216115 I-216420	OIL CHANGE / H25 7489 OIL CHANGE / 1319 H23	R R	4/24/2026 4/24/2026		66.28CR 65.60CR	182696 182696	131.88
005615	WIDSETH SMITH NOLTING & ASSOC., INC. I-243954	NO INDUS DEV PROF SVCS 3/13/26	R	4/24/2026		4,950.00CR	182697	4,950.00
005260	YODER BUILDING SUPPLIES INC. I-4/23/26	HEDA LOAN DRAW #6	R	4/24/2026		6,632.59CR	182698	6,632.59

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	94	0.00	651,455.05	651,455.05
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	96	0.00	651,455.05	651,455.05

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04066 Regular Payments 4/24/26
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

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

101			4/2026			242,166.93CR		
211			4/2026			13,426.84CR		
250			4/2026			6,632.59CR		
255			4/2026			9,964.40CR		
400			4/2026			83,240.30CR		
406			4/2026			150,000.00CR		
418			4/2026			4,852.31CR		
419			4/2026			47,301.47CR		
431			4/2026			175.00CR		
602			4/2026			33,308.65CR		
603			4/2026			59,636.56CR		
610			4/2026			450.00CR		
805			4/2026			300.00CR		
=====								
ALL						651,455.05CR		

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005476	WEX HEALTH INC. I-0002332050-IN	WEX HEALTH FEB 26	D	3/26/2026		427.50CR	002123	427.50
005666	ALERUS RETIREMENT AND BENEFITS I-C185391	COBRA MO SVC FEE MAR 26	D	4/24/2026		61.20CR	002116	61.20
005708	AMERIHEALTH ADMINISTRATORS I-7010242599	MEDICAL CLAIMS PAID 4/13/26	D	4/24/2026		53,787.58CR	002117	53,787.58
005708	AMERIHEALTH ADMINISTRATORS I-7010244002	MN PMT&SMITH RX 4/16&MED 4/20	D	4/24/2026		176,711.02CR	002118	176,711.02
005790	HEALIA, INC. I-1M4Z1PPF-0014	TCO REIMBURS 4/5/26-4/11/26	D	4/24/2026		161.58CR	002119	161.58
005790	HEALIA, INC. I-1M4Z1PPF-0015	TCO REIMBUR 4/12/26-4/18/26	D	4/24/2026		233.36CR	002120	233.36
000726	US BANK FARGO I-3/25/26	MAR 2026 LANDFILL TIPPING FEES	D	4/24/2026		28,668.59CR	002121	28,668.59
005476	WEX HEALTH INC. I-0002350445-IN	WEX HEALTH MAR 26	D	4/24/2026		427.50CR	002122	427.50
* * T O T A L S * *					CHECK AMT	TOTAL APPLIED		
REGULAR CHECKS:					0.00	0.00		
HANDWRITTEN CHECKS:					0.00	0.00		
PRE-WRITE CHECKS:					0.00	0.00		
DRAFTS:					260,478.33	260,478.33		
VOID CHECKS:					0.00	0.00		
NON CHECKS:					0.00	0.00		
CORRECTIONS:					0.00	0.00		
REGISTER TOTALS:					260,478.33	260,478.33		

mm 4/24/26 Drafts

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
002123	01-005476	WEX HEALTH INC.	1	CHECK DATE < PAY DATE	TRAN NO#: I-0002332050-I
TOTAL ERRORS:		0	TOTAL WARNINGS: 1		

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

101			3/2026		345.00CR			
101			4/2026		801.14CR			
211			3/2026		15.00CR			
211			4/2026		15.00CR			
602			3/2026		34.69CR			
602			4/2026		34.69CR			
603			3/2026		32.81CR			
603			4/2026		28,701.40CR			
805			4/2026		230,498.60CR			
=====								
ALL					260,478.33CR			

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005252	ADVANTAGE SYSTEMS GROUP							
	I-P 41703	SVC CALL/MOVE EQUIP FOR CONSTR	R	5/01/2026		187.50CR	182699	187.50
005736	AP MIDWEST LLC							
	I-BID PACK 2/APP 7	BID PACK #2 PAY APP 7	R	5/01/2026				
	I-BID PACK PAYAPP 12	BID PACK #1 PAY APP 12	R	5/01/2026				
						2,095,924.47CR	182700	2,142,657.01
						46,732.54CR	182700	
002234	APPLIED INDUSTRIAL TECH							
	I-7034365347	CONTINENTAL HOSE ASSY	R	5/01/2026		266.79CR	182701	
	I-7034403067	ALEMITE LAGN-51943	R	5/01/2026		17.52CR	182701	284.31
005258	ARROW AUTO GLASS & SUPPLY							
	I-002-026097	24" FIBERGLASS SC/PGL 26X26SSG	R	5/01/2026		51.60CR	182702	51.60
001095	ARROWHEAD REGIONAL FIREFIGHTER ASSOCIATION							
	I-2026 DUES	2026 MEMBERSHIP DUES	R	5/01/2026		75.00CR	182703	75.00
005605	ASCENDANCE TRUCKS CENTRAL, LLC							
	C-XA178008811:01	VALVE, AIR TANK AUTOMATIC DRAI	R	5/01/2026		342.85	182704	
	C-XA178009483:01	BAR PIN SHIM 1/8 IN THICK HEND	R	5/01/2026		49.28	182704	
	I-XA178009450:01	SENSOR, PARTICULATE x 2	R	5/01/2026		656.37CR	182704	264.24
000282	BISMARCK MAP CO. (FORMERLY COMMUNITY GIS)							
	I-3262	MAR 2026 HOST MAPPING	R	5/01/2026		600.00CR	182705	600.00
004960	BOBCAT OF DULUTH							
	I-85608	DOOR HANDLE	R	5/01/2026		151.60CR	182706	151.60
000136	BRAUN INTERTEC CORP							
	I-INI011679	ENVIRON CONS/CCH THRU 4/10/26	R	5/01/2026		2,268.50CR	182707	2,268.50
000046	CARQUEST AUTO PARTS							
	I-5077-216725	LUBE SPIN ON	R	5/01/2026		5.59CR	182708	
	I-5077-216726	CONV OIL 10W30/BRAKE CLEAN	R	5/01/2026		111.36CR	182708	
	I-5077-216761	BATTERY GOLD/CORE RETURN	R	5/01/2026		175.32CR	182708	
	I-5077-216805	BATTERY GOLD/CORE RETURN	R	5/01/2026		175.32CR	182708	
	I-5077-216832	CABLE PUSH/PULL-UNIV	R	5/01/2026		11.22CR	182708	
	I-5077-216870	6MQBA-6FP/QUICK DISCONNECT	R	5/01/2026		133.44CR	182708	
	I-5077-216874	6G-6MP/HOSE	R	5/01/2026		156.06CR	182708	
	I-5077-216919	HTR HOSE CONN/HTR HOSE CON 5/8	R	5/01/2026		20.19CR	182708	
	I-5077-216926	XXL RAVEN PWDR FRE	R	5/01/2026		195.30CR	182708	
	I-5077-216955	MAG1 75WI40	R	5/01/2026		55.96CR	182708	1,039.76

MAM
5/1/26 CX #s 182699-182759

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003249	CITIES DIGITAL I-66889	2026 LASERFICHE ANN SUPPT/MNT	R	5/01/2026		1,327.88CR	182709	1,327.88
001433	CITY OF HIBBING I-MAY 26 RT/VEBA/AG	MAY 26 INS/RT VEBA/VEBA/AG	R	5/01/2026		388,843.13CR	182710	388,843.13
000025	COMMERCIAL REFRIG SYSTEMS I-48647	ICE PLANT/START MAIN ARENA	R	5/01/2026		538.75CR	182711	538.75
000341	COMMUNITY EDUCATION I-4/23/26	GYM RENT/VBALL 11/3/25-4/1/26	R	5/01/2026		1,340.00CR	182712	1,340.00
002998	CREATIVE PRODUCT SOURCING, INC DARE I-168633	EAR BUDS/SHIRTS/BALL/PENCILS	R	5/01/2026		4,304.70CR	182713	4,304.70
000565	EARL F ANDERSEN, INC I-0142476-IN	12x18 W/G 2 HR PRKING x 20	R	5/01/2026		436.95CR	182714	436.95
005633	FUSIONTECH LLC I-HIBBING-MAR-2026	TECH SPT/COM DEPLY/PLAN & CONS	R	5/01/2026		14,812.50CR	182715	14,812.50
001021	GRAINGER PARTS I-9886563544 I-9895019710	SPANNER WRENCH, STEEL, 8-3/4 IN CARABINER, STAINLESS STEEL	R R	5/01/2026 5/01/2026		68.12CR 613.50CR	182716 182716	681.62
005697	HALLBERG ENGINEERING, INC. I-39326	CRPW #1/PSB THRU 3/31/26	R	5/01/2026		500.00CR	182717	500.00
000309	HAWKINS INC I-7399249	ALUM SULF LIQUID/1LBx10.8328	R	5/01/2026		8,920.23CR	182718	8,920.23
000533	HIBBING CHRYSLER CENTER I-5004424	PAD KIT-REAR-FRNT/RTR:BRAKE H4	R	5/01/2026		1,284.00CR	182719	1,284.00
005719	HIBBING MUNICIPAL GOLF COURSE LLC I-2 OF 7 2026 MAY	2 OF 7 2026 MAY GOLF COURSE	R	5/01/2026		3,928.57CR	182720	3,928.57
000922	HIBBING PUBLIC ACCESS TELEVISION I-1ST 1/2 MAY 26 I-2ND 1/2 MAY 26	1ST 1/2 MAY 2026 SVC FEE 2ND 1/2 MAY 26 SVC FEE	R R	5/01/2026 5/01/2026		3,185.00CR 3,185.00CR	182721 182721	6,370.00
000488	IMPERIALDADE (FRMLY DALCO) I-41417756	BATH TISSUE/CAN LINER/DISINFEC	R	5/01/2026		1,482.61CR	182722	1,482.61

VENDOR SET: 01 ***** CHECK LISTING *****

BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005009	INGRAM LIBRARY SERVICES I-95546197	BOOKS/BUNDLE IXTEND 1	R	5/01/2026		213.93CR	182723	213.93
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-CIN133349	IGN 2.0 MID-BACK REACTIV CHAIR	R	5/01/2026		544.05CR	182724	544.05
000885	IRON RANGE CHIEFS OF POLICE I-2026 MERSHIP	2026 MERSHIP DUES/S ESTEY	R	5/01/2026		25.00CR	182725	25.00
005388	IRON RANGE TOWING AND AUTOMOTIVE LLC I-26-28115	TOW SVC/21 FORD EXPLORER H7	R	5/01/2026		125.00CR	182726	125.00
000042	ISD #701 I-4/22/26	EASTER CARN/STAFF COVERAGE	R	5/01/2026		566.11CR	182727	566.11
000285	L & L RENTALS INC I-216730	20 LB PROPANE FILL	R	5/01/2026		21.95CR	182728	21.95
000334	L & M FLEET SUPPLY							
	C-OHB-REG-0220060168	20 LB PROPANE CYLINDER RETURN	R	5/01/2026		43.69	182729	
	I-OHB-REG-0210058852	FOLDING EAR MUFF GREY x3	R	5/01/2026		37.02CR	182729	
	I-OHB-REG-0210058854	BATTERY AGM MOTORCYCLE SC	R	5/01/2026		94.99CR	182729	
	I-OHB-REG-0210058951	VEST LIME/GRN 2TONE CLAS	R	5/01/2026		14.99CR	182729	
	I-OHB-REG-0210059438	FLR POLY/ROLLER/SCOTCH BLUE	R	5/01/2026		175.75CR	182729	
	I-OHB-REG-0210059469	FLAG TAPE/CHAIN PROOF/LAP LINK	R	5/01/2026		49.67CR	182729	
	I-OHB-REG-0210059555	PURINA DOG CHOW	R	5/01/2026		110.16CR	182729	
	I-OHB-REG-0210059668	12x16 BRN/GRN MEDIUM POLY	R	5/01/2026		20.89CR	182729	
	I-OHB-REG-0210060169	TANK EXCHANGE OPD FILLED	R	5/01/2026		16.14CR	182729	
	I-OHB-REG-0210060384	GRADE 2 BOLTS-NUTS-FLAT W	R	5/01/2026		33.15CR	182729	
	I-OHB-REG-0210060394	SPECIALTY FLOURS PINK MARKER	R	5/01/2026		5.50CR	182729	
	I-OHB-REG-0310071012	EVERGREEN SPIKE/FENCE POST	R	5/01/2026		46.52CR	182729	
	I-OHB-REG-0310071232	BULK FASTENERS	R	5/01/2026		3.96CR	182729	
	I-OHB-REG-0310072056	CHAIN COIL STRAIGHT YEL 2	R	5/01/2026		15.12CR	182729	
	I-OHB-REG-0410075611	ROPE POLYBLEND BRAID #16	R	5/01/2026		56.98CR	182729	
	I-OHB-REG-0410076266	OIL MIX/SHARPIE MARK/FUEL CAN	R	5/01/2026		109.46CR	182729	
	I-OHB-REG-0410076298	GRADE 5 BOLTS-ALL SIZES	R	5/01/2026		5.96CR	182729	
	I-OHB-REG-0410076650	SAW BLADE 8" & 6"	R	5/01/2026		34.16CR	182729	
	I-OHB-REG-0410077106	ZIP TIE 175LB 17" EHD 50P	R	5/01/2026		41.78CR	182729	
	I-OHB-REG-0410077804	20 LB PROPANE CYLINDER	R	5/01/2026		43.69CR	182729	
	I-OHB-REG-0610026392	SAFETY BOOTS/KEVIN KUJALA	R	5/01/2026		149.99CR	182729	1,022.19
000166	LAWSON PRODUCTS INC I-9313413947	AIR NIP/BUTT CON/BLW GUN/TIP	R	5/01/2026		865.86CR	182730	865.86

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003938	LIBERTY PROCESS EQUIPMENT, INC I-0112156-IN I-0112535-IN	GEAR JOINT KIT STATOR/ROTOR/CONN ROD/GEAR JNT	R R	5/01/2026 5/01/2026		488.70CR 7,191.65CR	182731 182731	7,680.35
000207	LVC COMPANIES (J.N. JOHNSON) I-195710	FIRE EXTN SVC/5LN RECH/PD	R	5/01/2026		55.25CR	182732	55.25
000246	MACQUEEN EQUIPMENT INC I-P71939 I-P71953	CONV SIDE SKIRT M046027/SHP&HN IMPELLER BLADE/CARBIDE SHOE/SP	R R	5/01/2026 5/01/2026		2,520.19CR 930.39CR	182733 182733	3,450.58
001597	MESABI ANIMAL HOSPITAL, LLC I-254481 I-254592	HAC FOR SULLIVAN HAC FOR FRITZ	R R	5/01/2026 5/01/2026		247.29CR 449.40CR	182734 182734	696.69
002910	MESABI GLASS, WINDOW & DOOR, INC I-18523 I-18524	KEY BROKE IN MS CYL / LIBR LIBR BATH DOOR KEY/CHALL LOCK	R R	5/01/2026 5/01/2026		250.00CR 677.00CR	182735 182735	927.00
000881	MESABI TRIBUNE/APG MEDIA OF MN I-0865 MAR 26	ACT 0865 MAR 26/ADV FOR BIDS	R	5/01/2026		44.88CR	182736	44.88
000339	METRO SALES INC I-INV3070065	IMC2000 LIBR COPIER APR 26	R	5/01/2026		127.95CR	182737	127.95
003847	MICROMARKETING LLC I-1005131	LPHCS	R	5/01/2026		150.10CR	182738	150.10
005012	MID STATE EMERGENCY VEHICLE I-HPDSQD21-3	RELOC ARMER RADIO CNTRL	R	5/01/2026		93.00CR	182739	93.00
000492	MIDWEST TAPE I-508662897	DVD	R	5/01/2026		16.99CR	182740	16.99
000267	MN LIFE INSURANCE COMPANY I-APR 2026	APR 2026 LIFE INSURANCE	R	5/01/2026		2,091.55CR	182741	2,091.55
000570	MTI DISTRIBUTING I-1513687-00 I-1515356-00	PUTTING CUP/PRACTICE GREEN TUBE ASM/FITTING-STGHT/O RINGS	R R	5/01/2026 5/01/2026		360.34CR 98.25CR	182742 182742	458.59
002710	NAPA SUPPLY OF HIBBING I-520721	NHF PREM TR HYD OIL FL 5G	R	5/01/2026		59.39CR	182743	59.39

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004919	NUSS TRUCK & EQUIPMENT							
	I-PSO296425-1	DIS WHEEL/INBOUND FREIGHT	R	5/01/2026		1,625.20CR	182744	1,625.20
002935	O'REILLY AUTO PARTS							
	I-1824-247774	MOUNT TAPE	R	5/01/2026		3.69CR	182745	3.69
000491	PORTABLE JOHN SERVICES INC (FORMERLY CARPENTER)							
	I-43414	MIRACLE FIELD 3/30/26-4/26/26	R	5/01/2026		44.57CR	182746	
	I-43415	BENNETT PK 2 3/30/26-4/26/26	R	5/01/2026		29.14CR	182746	
	I-43426	PICKLEBALL CT 3/30/26-4/26/26	R	5/01/2026		21.86CR	182746	
	I-43589	RECYCLE CENTER 3/30/26-4/26/26	R	5/01/2026		92.00CR	182746	
	I-43664	MUNI GOLF COUR 3/30/26-4/26/26	R	5/01/2026		29.14CR	182746	
	I-43685	VIC PWR COMPLX 3/30/26-4/26/26	R	5/01/2026		40.27CR	182746	
	I-43686	VIC PWR SOFTBALL 3/30-4/26/26	R	5/01/2026		18.42CR	182746	275.40
000206	PUBLIC UTILITIES COMM							
	I-4/29/26	PUC PFA REQUEST #18 & #19	R	5/01/2026		154,239.13CR	182747	154,239.13
000499	R&R PRODUCTS, INC							
	I-CD3142048	LITTER CONTAINER - 9 GAL	R	5/01/2026		198.70CR	182748	
	I-CD3142292	DIVOT CONTAINER/LOW STAND	R	5/01/2026		222.40CR	182748	421.10
000077	RADKO IRON & SUPPLY INC							
	I-29748/1	THROTTLE CABLE	R	5/01/2026		20.00CR	182749	
	I-29845/1	RAIN BIBS	R	5/01/2026		21.99CR	182749	
	I-29875/1	NUTS-BOLTS-WASH/DRIVE STUD	R	5/01/2026		15.48CR	182749	57.47
000377	RANGE CORNICE & ROOFING							
	I-26122	NEW EPDM ROOF ON PW BLDG	R	5/01/2026		97,717.00CR	182750	97,717.00
003088	RANGE REGIONAL AIRPORT AUTHORITY							
	I-9625	MAY 26 ANIMAL SELT GRND LEASE	R	5/01/2026		400.00CR	182751	400.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D087065	INFLEUNT & EFFLEUNT 4/1/26	R	5/01/2026		357.18CR	182752	
	I-D087309	INFLEUNT & EFFLEUNT 4/8/26	R	5/01/2026		127.07CR	182752	
	I-D087379	INFLEUNT & EFFLEUNT 4/9/26	R	5/01/2026		127.07CR	182752	
	I-D087514	INFLEUNT & EFFLEUNT 4/14/26	R	5/01/2026		158.42CR	182752	
	I-D087600	INFLEUNT & EFFLEUNT 4/15/26	R	5/01/2026		127.07CR	182752	
	I-D087645	INFLEUNT & EFFLEUNT 4/16/26	R	5/01/2026		127.07CR	182752	1,023.88
005804	SANITATION PRODUCTS, INC.							
	I-96716	FALCON ROAD PATCH TRAILER	R	5/01/2026		44,034.00CR	182753	44,034.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003428	SBA STRUCTURES, LLC I-IN15924322	TOWER SITE RENT 5/1/26-4/30/27	R	5/01/2026		240.00CR	182754	240.00
000514	ST LOUIS COUNTY AUDITOR I-00012905	MAR 2026 OBLIGATIONS	R	5/01/2026		7,756.40CR	182755	7,756.40
002898	TESSMAN COMPANY I-S432258-IN I-S432309-IN	GRA BENT CENTENNIAL WG GRA ATHLETIC PRO II	R R	5/01/2026 5/01/2026		536.20CR 129.10CR	182756 182756	665.30
000548	USA BLUE BOOK I-INV01017509	PLANTPRO FAST PH TESTER SINGLE	R	5/01/2026		86.20CR	182757	86.20
005463	VALVOLINE INSTANT OIL CHANGE I-216556	OIL CHANGE/DRAIN PLUG/ H3 6857	R	5/01/2026		65.60CR	182758	65.60
000918	VISA - PARK STATE BANK (FORMERLY AMERICAN BANK) I-1125 APR 26 I-1778 APR 26 I-5167 APR 26 I-8089 APR 26 I-8345 APR 26 I-9749 APR 26	ACCT 1125 APR 26 ACCT 1778 APR 26 ACCT 5167 APR 26 ACCT 8089 APR 26 ACCT 8345 APR 26 ACCT 9749 APR 26	R R R R R R	5/01/2026 5/01/2026 5/01/2026 5/01/2026 5/01/2026 5/01/2026		501.36CR 23.49CR 52.20CR 2,439.95CR 26.84CR 1,320.07CR	182759 182759 182759 182759 182759 182759	4,363.91
						TOTAL APPLIED		
						2,914,561.15		

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	61	0.00	2,914,561.15	2,914,561.15
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	61	0.00	2,914,561.15	2,914,561.15

5/01/2026 11:59 AM A / P CHECK REGISTER
PACKET: 04070 Regular Payments 5/1/26
VENDOR SET: 01 ***** CHECK LISTING *****
BANK : APBNK US BANK

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
182721	01-000922	HIBBING PUBLIC ACCESS TELEVI	2	CHECK DATE < PAY DATE	TRAN NO#: I-2ND 1/2 MAY
182720	01-005719	HIBBING MUNICIPAL GOLF COURS	2	CHECK DATE < PAY DATE	TRAN NO#: I-2 OF 7 2026
TOTAL ERRORS:			0	TOTAL WARNINGS:	2

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

101			5/2026			542,973.38CR		
211			5/2026			18,337.89CR		
255			5/2026			39.95CR		
400			5/2026			44,078.88CR		
402			5/2026			408.60CR		
405			5/2026			2,268.50CR		
419			5/2026			2,240,874.01CR		
602			5/2026			40,478.16CR		
603			5/2026			25,101.78CR		
=====								
ALL						2,914,561.15CR		

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005790	HEALIA, INC. I-1M4Z1PPF-0016	TCO REIMBUR 4/19/26-4/25/26	D	4/30/2026		2,471.12CR	002127	2,471.12
005708	AMERIHEALTH ADMINISTRATORS I-7010243336	MAY 26 STOP LOSS PREM & ADMIN	D	5/01/2026		78,867.30CR	002124	78,867.30
005708	AMERIHEALTH ADMINISTRATORS I-7010244608	MEDICAL CLAIMS PAID 4/29/26	D	5/01/2026		43,871.90CR	002125	43,871.90
004972	CATERPILLAR FINANCIAL SERVICES CORPORATION I-38448019	APR 26 PMT/7 GRADERS	D	5/01/2026		26,021.74CR	002126	26,021.74
005614	WEX BANK I-112110669	APR 2026 FUEL	D	5/01/2026		280.59CR	002128	280.59

CHECK AMT	TOTAL APPLIED
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
151,512.65	151,512.65
0.00	0.00
0.00	0.00
0.00	0.00
151,512.65	151,512.65

DISCOUNTS	NO#
0.00	0
0.00	0
0.00	0
0.00	0
0.00	5
0.00	0
0.00	0
0.00	0
0.00	0
0.00	5

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

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

MM 5/1/26 Drafts

5/01/2026 12:18 PM
PACKET: 04071 Regular Payments 5/1/26
VENDOR SET: 01
BANK : SWFBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

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

FUND	PERIOD	AMOUNT
101	4/2026	13.44CR
101	5/2026	26,302.33CR
602	4/2026	2,457.68CR
805	5/2026	122,739.20CR
ALL		151,512.65CR

PACKET: 04074 Regular Payments 5/6/26
VENDOR SET: 01
BANK : APBNK US BANK
***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005235	AMAZON CAPITAL SERVICES, INC.							
	I-16QX-T6DQ-PW36	APR 2026 AMAZON / FIRE	R	5/06/2026		422.74CR	182760	
	I-16XL-W7HL-MNRR	APR 2026 AMAZON / PUBLIC WORKS	R	5/06/2026		122.80CR	182760	
	I-17YN-644Y-V9MP	APR 2026 AMAZON / LIBRARY	R	5/06/2026		215.41CR	182760	
	I-1HX9-CPN4-LLN1	APR 2026 AMAZON / POLICE	R	5/06/2026		365.87CR	182760	
	I-1Q9D-9LMX-4KKT	APR 2026 AMAZON / FINANCE	R	5/06/2026		332.69CR	182760	
	I-1QX9-9XF1-DRWG	APR 2026 AMAZON / CITY SERVICE	R	5/06/2026		265.91CR	182760	1,725.42
005324	BRAUN NW, INC							
	I-7367423	MOUNT DOOR LOCK/LOCK ELECT DOO	R	5/06/2026		143.76CR	182761	143.76
005674	BRUNTON ARCHITECTS, LTD							
	I-24475-1-018	FIXED FEE SVCS THRU 4/30/26	R	5/06/2026		12,260.06CR	182762	12,260.06
005521	CINTAS CORP							
	I-APR 2026	APR 2026 CINTAS	R	5/06/2026		3,798.09CR	182763	3,798.09
003611	CONSOLIDATED COMMUNICATIONS (FMR HICKORY TECH)							
	I-5070521052/0 APR 26	ACT 507-052-1052/0 APR 26	R	5/06/2026		9.96CR	182764	9.96
005786	DORE & ASSOCIATES INC.							
	I-PAY APP#3 400 DEMO	PAY APP #3/400 BLK DEMO PROJ	R	5/06/2026		97,683.75CR	182765	97,683.75
000460	NORTHERN MN DENTAL INC							
	I-MAY 2026	MAY 2026 DENTAL PREMIUMS	R	5/06/2026		16,290.10CR	182766	16,290.10
003130	TONER PLANET PACK N SHIP							
	I-402523	UPS GRND/BCA LAB BEMIDJI MN	R	5/06/2026		11.25CR	182767	11.25
003380	US BANK BUSINESS EQUIP FINANCING							
	I-581314416	3600DR ENG PLOTTER MAY 26	R	5/06/2026		282.00CR	182768	282.00
005615	WIDSETH SMITH NOLTING & ASSOC., INC.							
	I-244833	PROF SVCS 4/10/26 C HALL WINDO	R	5/06/2026		2,550.51CR	182769	2,550.51
005260	YODER BUILDING SUPPLIES INC.							
	I-5/4/26	YODER IRRRB GRANT	R	5/06/2026		35,300.00CR	182770	35,300.00
* * T O T A L S * *					CHECK AMT	TOTAL APPLIED		
REGULAR CHECKS:					170,054.90	170,054.90		
HANDWRITTEN CHECKS:					0.00	0.00		
PRE-WRITE CHECKS:					0.00	0.00		
DRAFTS:					0.00	0.00		
VOID CHECKS:					0.00	0.00		
NON CHECKS:					0.00	0.00		
CORRECTIONS:					0.00	0.00		
REGISTER TOTALS:					170,054.90	170,054.90		

TOTAL ERRORS: 0 TOTAL WARNINGS: 0
CL#S 182760-182770
5/6/26

PACKET: 04074 Regular Payments 5/6/26
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

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

101			5/2026		53,966.78CR			
211			5/2026		1,150.59CR			
400			5/2026		2,550.51CR			
418			5/2026		97,683.75CR			
419			5/2026		12,260.06CR			
602			5/2026		1,526.58CR			
603			5/2026		916.63CR			
=====								
ALL					170,054.90CR			

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

Payroll Recap & Funding

Biweekly Regular 04/24/2026

Pay Date: 04/24/2026

Payroll Overview

Payroll	Biweekly Regular 04/24/2026
Pay Date	04/24/2026
# Employees	159
# Paid Employees	159
# Regular	159
# Pay Periods	1
Base Compensation Changes	6
New Hires	1
Rehires	1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	218	158	268,332.56 ^D
Total			268,332.56
(D) POD6 UKG Payroll Services Admin Debit			-268,332.56
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	133	38,739.50
FICA/ER	41-6005232	102	13,905.67
FICA/EE	41-6005232	102	13,905.67
MEDI/ER	41-6005232	159	5,885.88
MEDI/EE	41-6005232	159	5,885.88
SIT:MN/EE	8022766	135	17,956.93
Total			96,279.53
Your Remaining Tax Liability			96,279.53

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	5	302.25
AFSCME MN COUNCIL 65	55	3,575.70 ^C
City of Hibbing Insurance	122	161,188.54 ^D
City of Hibbing PFML	159	3,515.20 ^D
EMPOWER	67	9,501.86
FIREFIGHTERS LOCAL #173 C/O HI	24	1,952.64 ^C
HIBBING POLICE ASSOCIATION	15	150.00 ^D
Lincoln Financial Group	17	3,986.51
MAPE UNION ATTN: JULIE LEE	6	431.08 ^C
MINNESOTA TEAMSTERS NO. 320	3	381.00 ^C
MN CHILD SUPPORT PAYMENT CEN	2	765.56 ^D
MN PERA	138	90,381.58
MN PUBLIC EMPLOYEES ASSOCIATI	20	960.00 ^C
NATIONWIDE	13	2,095.00
Riverview Law Office, PLLC	1	98.23 ^C
Total		279,285.15
(D) POD6 UKG Payroll Services Admin Debit		-165,619.30
(C) Vendor Checks		-7,398.65
Your Remaining Vendor Liability		106,267.20

Total

Total	643,897.24
POD6 UKG Payroll Services Admin Debit	-433,951.86
Total of Your Responsibility	209,945.38

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	04/23/2026	x0087	165,619.30
Empl. Dir. Dep. SPA	04/23/2026	x0087	268,332.56
Total Debits			433,951.86

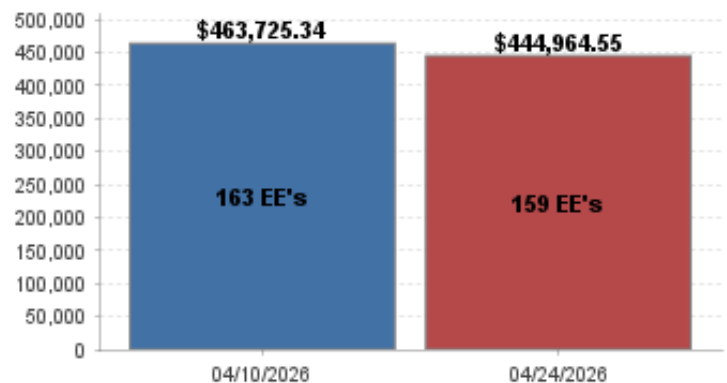
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	165,619.30
Vendor Checks	7,398.65
Tax Payment	96,279.53
Empl. Dir. Dep. SPA	268,332.56
Total	537,630.04

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	445,394.96	306.36
ER Deduction	180,540.53	1,523.44
ER Tax (Offset)	19,791.55	
ER Deduction (Offset)	1,523.44	180,540.53
Deduction	380.86	100,648.92
ER Tax		19,791.55
Tax		76,487.98
Direct Deposit		268,332.56
	647,631.34	647,631.34

Comparison To Last Pay Period - Gross Wages



PR# 9-26
4/4/26 - 4/17/26
Paid 4/24/26

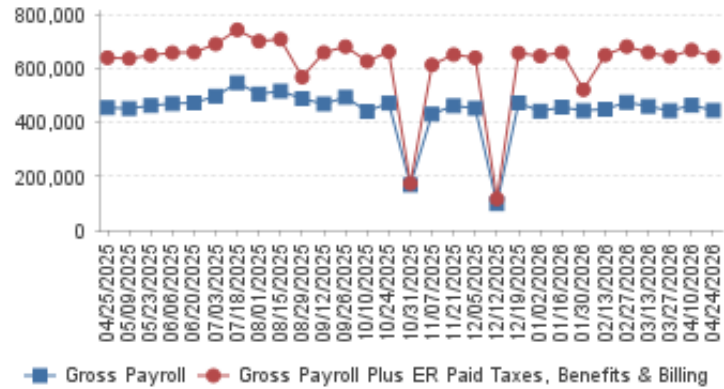
Grouped By: None
Sorted By: None
Filtered By: None

Kronos SaaShr, Inc.
City of Hibbing



Generated: 04/22/2026 12:26p
Generated By: OWEN D. WALTERS
Page 1 of 2

Rolling 12 Month Payroll View



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

Payroll Recap & Funding

Biweekly Regular 05/08/2026

Pay Date: 05/08/2026

Payroll Overview

Payroll	Biweekly Regular 05/08/2026
Pay Date	05/08/2026
# Employees	161
# Paid Employees	161
# Regular	161
# Pay Periods	1
Base Compensation Changes	3
New Hires	1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	219	160	279,313.41 ^D
Total			279,313.41
(D) POD6 UKG Payroll Services Admin Debit			-279,313.41
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	136	40,307.83
FICA/ER	41-6005232	103	14,440.80
FICA/EE	41-6005232	103	14,440.80
MEDI/ER	41-6005232	161	5,991.61
MEDI/EE	41-6005232	161	5,991.61
SIT:MN/EE	8022766	137	18,282.54
Total			99,455.19
Your Remaining Tax Liability			99,455.19

Vendor Liabilities

	EE's	\$ Amount
City of Hibbing Insurance	126	161,451.95 ^D
City of Hibbing PFML	161	3,758.80 ^D
EMPOWER	66	33,477.22
HIBBING POLICE ASSOCIATION	15	150.00 ^D
Lincoln Financial Group	17	3,977.17
METLIFE	8	317.57 ^C
MN CHILD SUPPORT PAYMENT CEN	2	765.56 ^D
MN PERA	137	90,061.40
NATIONWIDE	13	2,120.00
NCPERS GROUP LIFE INS C/O MEM	3	48.00 ^C
Total		296,127.67
(D) POD6 UKG Payroll Services Admin Debit		-166,126.31
(C) Vendor Checks		-365.57
Your Remaining Vendor Liability		129,635.79

Total

Total	674,896.27
POD6 UKG Payroll Services Admin Debit	-445,439.72
Total of Your Responsibility	229,456.55

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	05/07/2026	x0087	166,126.31
Empl. Dir. Dep. SPA	05/07/2026	x0087	279,313.41
Total Debits			445,439.72

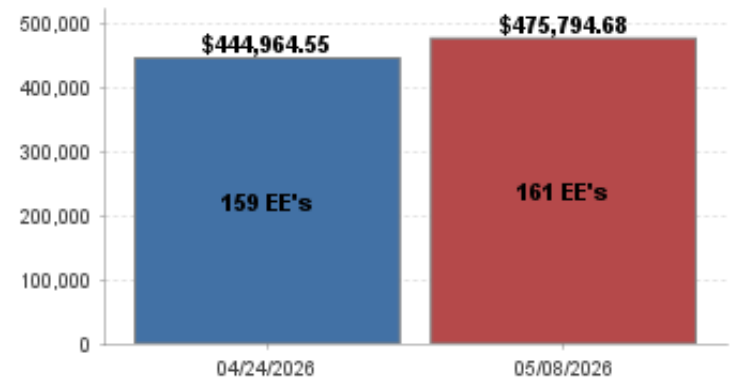
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	166,126.31
Vendor Checks	365.57
Tax Payment	99,455.19
Empl. Dir. Dep. SPA	279,313.41
Total	545,260.48

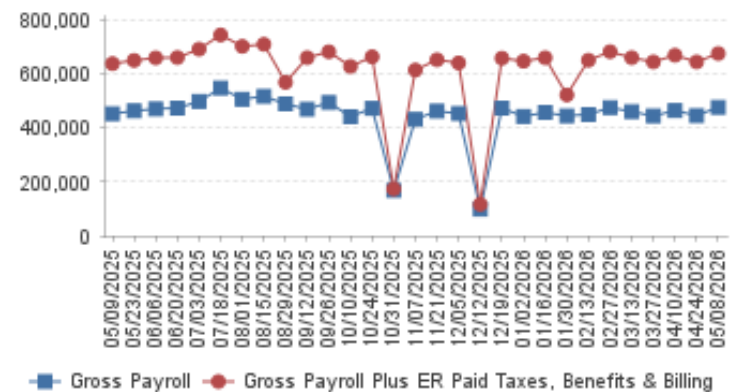
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	476,071.93	
ER Deduction	178,391.93	
ER Tax (Offset)	20,432.41	
ER Tax		20,432.41
Tax		79,022.78
Deduction		117,735.74
ER Deduction (Offset)		178,391.93
Direct Deposit		279,313.41
	674,896.27	674,896.27

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



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

Kronos SaaShr, Inc.
City of Hibbing



Generated: 05/06/2026 12:15p
Generated By: OWEN D. WALTERS
Page 1 of 1





PLEASE USE THIS FORM FOR TRAVEL IN 2024

TRAVEL REQUEST FORM

(Fill Out Prior to Travel)

TRAVEL INFORMATION SECTION:	
Employee Name: Nick Kenjalo	Department: Hibbing Police Department
Purpose for Travel: Gracie Survival Tactics Instructor Certification Course Level 2	
City/State: Mount Pleasant / WI	Dates of Travel: 07/19/2026-07/24/2026

COST CALCULATION SECTION:	ESTIMATED TOTAL COST	PAID DIRECT BY CITY	EMPLOYEE PAID	ADVANCED
REGISTRATION FEE:	\$1,500			
TRANSPORTATION:	City Car			
Air Fare				
Personal Car _____ Miles @ \$0.67				
Other – Parking, Tolls, etc.				
LODGING: _____ 5 _____ Days @ \$124.30	\$621.50			
ALLOWABLE MEALS:				
Breakfast _____ 5 _____ @ \$10.00	\$50.00			
Lunch _____ 5 _____ @ \$15.00	\$75.00			
Dinner _____ 6 _____ @ \$20.00	\$120.00			
MISCELLANEOUS:				
SALARY: _____ 63 _____ Hours @ \$64.46	\$2,926.98 Working			
TOTAL ESTIMATED COST:	\$5,293.48			

Lodging rates were provided via phone they are unable to provide itemized receipt until reservations are made

\$ 2,366.50

Departmental Approval:	Date: 4/20/24
Budget Approval:	Date:
City Administrator Approval:	Date:

Revised and Effective: 1/1/24

**Gracie Survival Tactics (GST) Military/Law Enforcement Instructor Certification Course
LEVEL 2 CERTIFICATION**



Host Accommodations & Training Facility Information

City & State of GST Training:	Mt. Pleasant, WI (USA)
Date of Training:	July 20-24, 2026 (Mon - Fri) for Certification & Re-Certification
Training Hours (40 hours total / 5-Days):	8:00 am to 5:00 pm daily (1 hour lunch break) - Total 8 hrs. daily
First & Last Name of Host:	Christopher Paulson
Title of Host:	Lieutenant
Agency Host:	Mount Pleasant Police Department
Work Telephone:	(262) 664-7934
Mobile Telephone:	(262) 221-3163
Host Email:	cpaulson@mtpleasantwi.gov
Name of Training Facility:	J.I. Case High School - Field House
Full Address of Training Facility:	7345 Washington Avenue, Mount Pleasant, WI 53406
Square Footage of Matted Area:	4,200 sq. ft.
Parking Information:	Parking Lot On-site
Are Lockers available?	Yes
Are Showers available?	Yes
Are weapons allowed in facility?	No
Describe Security access to facility:	Personnel on site at check-in point
Nearest Major Airport:	Milwaukee Mitchell International Airport
Driving minutes from airport to facility:	30 minutes
Nearest Major Hospital:	Aurora Medical Center - Mount Pleasant / 13250 Washington Ave, Mt Pleasant, WI 53177
Driving minutes from facility to hospital:	10 minutes
Hotels in Area:	Holiday Inn Express, Home2Suites by Hilton Racine
Staybridge Suites Racine 7430 Washington Ave, Mt Pleasant, WI 53406	http://www.ihg.com Government/Military Room Rates are available online or call 262-223-3993 for booking
Nearby Restaurants:	Charcoal Grill and Rotisserie, Corner House, Reefpoint Brewhouse, Wells Brothers, Oh Dennis Saloon and Charcoal House, O&H Bakery for Kringle, fast food chains
Nearby Attractions:	Amfam Field (Milwaukee Brewers), Lake Michigan and the lakefront, Simmons Field (Kenosha Kingfish Baseball), Petrifying Springs walking trails, Franksville Craft Beer Garden

Attire & Equipment to Bring for Participants:

- Tops: T-shirt (Long Sleeve recommended) or sweats. No Gi top!
- Bottoms: Long loose fitting athletic pants, kimono pants or tactical pants.
- Feet: Barefoot recommended- no footwear other than wrestling shoes (Please clip fingers and toes if barefoot).
- NEW: Duty belt/web gear, applicable holster, body armor, as well as an appropriate training handgun. (Helmet is not part of training but may be used with permission from instructor).
- Other: **Meals are not included.** Bring snacks, fruit & hydration drinks. Optional: Groin & mouth protection.

GST Level 2 Overview: Since its inception, the GST master instructors have been actively gathering reports and recommendations from GST instructors worldwide. These contributors, from federal, state, and local agencies throughout North America, offered their experience and expertise to help Gracie University develop the Level 2 course, adding several new lessons to build upon the GST Level 1 material. After more than a decade of success, the SafeWrap system and the LAB were added to the Level 2 course. The SafeWrap system, created in response to inquiries from healthcare institutions needing a safe and highly effective way to restrain aggressive, suicidal, or emotionally disturbed patients, prioritizes patient safety by using no joint locks, choke holds, or strikes and minimizing diaphragm compression to facilitate free breathing and reduce panic. The LAB is an interactive session where participants share their most effective techniques and present challenging problems to instructors and the class for solutions. All active Level 2 instructors have full access to every LAB, as all sessions are filmed.

Bring Your Duty Belt and Training Gear: Several of the GST Level 2 weapon retention techniques will be practiced using the duty belt. In order to maximize training benefit, course participants must bring their duty belt/assault vest/web gear, applicable holster, as well as an appropriate training handgun and training handcuffs for use during the week. Please note: absolutely no live weapons will be permitted in the training area at any time. Please do NOT bring: firearms, knives, less lethal devices, etc.

GST Level 2 (L2) Qualification Requirements + GST Level 1 (L1) Recertification

In order to participate in the Level 2 GST course, participants must have completed GST Level 1 within the last two years. In addition to certifying instructors in the 17 new lessons and the SafeWrap system, the Level 2 course will also serve as Level 1 recertification for all who attend. As part of the recertification benefits, Level 2 graduates will also be granted access to the complete GST Level 1 & 2 course online through Gracie University. The online GST access will remain for the duration of the certification period.

- Open only to active (reserve/guard okay) Military personnel, Law Enforcement personnel, and Firefighters/EMTs. **Disclaimer:** All non-US based LE and MIL personnel must be pre-approved before registering. To begin the approval process, please contact our GST Director below.

POST Credit for GST Completion

The GST course is now POST Certified in over 40 states in America, making Gracie University the only jiu-jitsu organization in the country to achieve this distinction. The International Association of Directors of Law Enforcement Standards and Training (IADLEST) launched the National Certification Program (NCP) to establish law enforcement training standards and "best practices" relating to improved professionalism and skill sets for the nation's first responders. Since NCP courses are recognized nationally, any time a Peace Officer from one of the member states completes GST Level 2 Instructor Certification Program (in person), the training hours will count towards the officer's mandatory in-service training requirements. To confirm that your state is an IADLEST member, please visit GracieUniversity.com/POST.

GST IADLEST Course Number: 24856-2409

- All GST courses are taught by a Gracie University Master Instructor.

Gracie University GST Website:	www.GracieUniversity.com/GST
Gracie University GST Contact Info:	Phone: 310-893-0400 x 3 Email: GSTSupport@GracieUniversity.com

**HEALTH CARE REFORM ACT – PUBLIC GOODS POOL
DOH-4264 INSTRUCTIONS**

All electing payors/third party administrators (TPA)/administrative services only (ASO) organizations and designated providers are required to file Public Goods Pool reports electronically. This also applies to the 1% Statewide Assessment report filed by hospitals. To file electronically, you must establish an electronic filing account and be assigned a secure password. A website has been established at www.hcrapools.org to facilitate this process.

While electronic filing is designed to be user friendly, a help desk has been established to aid those users requiring assistance. If you need general assistance or assistance in obtaining copies of the electronic filing screens and the electronic reporting certification forms, please contact the help desk at (315) 671-3800 or via e-mail at webpools@hcrapools.org.

Upon receipt of a fully completed Electronic Filing User ID Application (DOH-4264), the Office of Pool Administration will assign a secure electronic filing user ID and password to your organization, which you will receive via return mail.

New Request/Revision to Existing Account: Check the appropriate box. An entity requesting an initial account/password should check the *New Request* box; an entity that has an existing account and is advising the Department of a change to that account should check the *Revision to Existing Account* box.

Payor/TPA/ASO/Provider Name: Enter name of entity that may use the OPA website.

Federal Employer Identification Number (FEIN): Enter FEIN assigned to the entity named above.

Operating Certificate #: (For providers only): Enter Operating Certificate number assigned by the Department of Health to the entity named above.

Report(s) being filed electronically (check ALL applicable types): Check all applicable types of reports that your entity will be filing electronically – Public Goods Pool and/or Statewide Assessment.

Signature: Must be signed by the Chief Executive/Financial Officer and/or Administrator of the entity named above.

Name/Title/Phone Number (Please Print): Enter name, title and phone number of the person signing above.

Address/City/State/Zip Code: Enter address of the person signing above.

E-mail Address: Enter e-mail address of the person signing above. This email address will be used to communicate Health Care Reform Act information, including delinquency reporting notifications and periodic legislative updates.

Date: Enter date this form is signed.

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

☒ **New Request**

☐ **Revision to Existing Account**

Payor/Third Party Administrator/Administrative Services Only Organization/Provider Name:

City of Hibbing

Federal Employer Identification # (FEIN): 41-6005232

Operating Certificate # (FOR PROVIDERS ONLY):

Report(s) being filed electronically (check ALL that apply):

☒ Public Goods Pool

☐ 1% Statewide Assessment (for hospitals only)

By signature below, the Chief Financial Officer or other duly authorized individual of the above named entity authorizes the Office of Pool Administration to assign a secure electronic filing user ID and password to the entity. This information will be mailed directly to the attention of the signer and must remain secured. If an email address is provided, this information will be sent electronically to the email address listed. It is the responsibility of the above named entity to ensure that this information is released only to those individuals requiring knowledge thereof.

Signature

Name (Please Print)

Title

Phone Number

Address 401 East 21st Street

City Hibbing **State** MN **Zip Code** 55746

E-mail Address

Date

Please mail completed form to:

Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus BlueCross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL
DOH-4399 INSTRUCTIONS

A payor voluntarily electing to make public goods payments directly to the Office of Pool Administration must complete forms DOH-4399 (Payor Election Application) and DOH-4264 (Electronic Filing User ID Application).

Instructions for pages 1 and 2:

Effective Date: Enter effective date of election. Note: An election application received from any payor or organization shall begin on the first day of the month following the date it was received by the Office of Pool Administration unless a future date is specified.

Federal Employer Identification # (FEIN): Enter federal employer identification number (FEIN) of the payor. Please note that Section 2807-j(5)(a)(iii)(D) of the Public Health Law requires the New York State Department of Health to publish the FEIN of all electing payors on a secure website.

Payor Name: Enter name of payor. The payor name is that of the incorporated entity, local government, self-insured fund.

D/B/As: Enter any assumed name(s) ("d/b/a") under which the entity is doing business.

Address: Enter address of payor.

Contact Person: Enter name of contact person that will be responsible for providing the Department with the information regarding the payor's election, lines of business and claims processing.

Phone #: Enter phone number of the contact person.

E-Mail Address: Enter the e-mail address of the contact person.

If the election submission is for a payor that is utilizing a third-party administrator (TPA)/administrative services only (ASO) for claims processing, the following information must also be provided. If more than one TPA/ASO is utilized, attach a list of additional TPAs/ASOs.

TPA/ASO Name: Enter name of the TPA/ASO representing said payor.

TPA/ASO FEIN: Enter FEIN of the TPA/ASO.

The Signature of the chief financial officer or other duly authorized individual binds the payor to make direct pool payments for all its public goods funding obligations, file reports and remit funds in conformance with the Health Care Reform Act (HCRA) provisions and Department requirements, and represents an agreement as to the jurisdiction of the State for purposes of enforcing payments required under Public Health Law sections 2807-j and 2807-t. This does not, in any way, preclude a payor from litigating other issues in Federal court such as ERISA based challenges, etc.

Instructions for page 3:

This form must be completed by all payors making an election and represents a payor's attestation of the coverage it provides. A payor electing to pay the Department's Office of Pool Administration directly is making an election for all its coverages for which it assumes risk for the payment of medical claims. Payors utilizing multiple third-party administrators (TPA)/administrative services only (ASO) organizations must complete a Coverage Information form for each TPA/ASO.

- In each payor category which applies, the payor should mark an "X" in each column to indicate that the payor provides such coverage. Each box marked with an "X" represents the coverages that it assumes risk for. As stated before, a payor is required to elect for all coverages for which it assumes risk for the payment of medical claims. Shaded areas should not be checked.
- If an Article 43 NYS Insurance Law corporation or licensed commercial insurer has a separate incorporation for its Article 44 NYS Public Health Law business, that corporation must check the appropriate boxes on a single election form. Otherwise, the Article 44 NYS Public Health Law business is considered to be a product line of the Article 43 or commercial payor and the payor is required to make a single election for this and all other types of coverage provided by the corporation. A payor, who does not fall into any of the categories listed, should check "Other" in the payor identification section and explain their payor type in the space provided.

Please mail completed election application (DOH-4399 and DOH-4264) to:

Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus BlueCross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

Effective Date: 1/1/2025

**FEDERAL EMPLOYER
IDENTIFICATION # (FEIN):** 41-6005232

PAYOR NAME: City of Hibbing

D/B/As (IF APPLICABLE): _____

ADDRESS: 401 East 21st Street

Hibbing, MN 55746

CONTACT PERSON: Angela Kleffman, HR Director

PHONE #: 218-312-1574

E-MAIL ADDRESS: angelakleffman@hibbingmn.gov

If the above referenced entity is a payor that utilizes a third-party administrator (TPA)/administrative services only (ASO) for claims processing, please provide the following information:

TPA/ASO NAME: BCBSMN

TPA/ASO FEIN: 41-0984460

By signature below, the above entity elects to make all public goods surcharge payments directly to the Office of Pool Administration for all its coverages for which it assumes risk for the payment of medical claims and agrees to:

1. remit to the Department's Office of Pool Administration required surcharge payments for all applicable services on a monthly basis on or before the 30th day following the calendar month for which monies have been paid to designated providers of service;
2. provide the Department's Office of Pool Administration monthly certified reports on or before the 30th day following the calendar month for which monies have been paid which separately report patient service expenditures for services provided by designated provider type(s) (i.e., hospital inpatient, hospital outpatient, diagnostic & treatment center, laboratory¹, or ambulatory surgery center) by product line;
3. provide the Department with certification of data and access to allowance expenditure data upon request for audit verification purposes; and

¹For services provided on or after October 1, 2000, freestanding clinical laboratories with Article 5 Title V permits are exempt from HCRA surcharges.

4. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-j of the Public Health Law (see note below).
5. the Department's website posting of the above entity's FEIN in accordance with Public Health Law Section 2807-j(5)(a)(iii)(D).

By signature below, the above entity also agrees to make public goods covered lives payments directly to the Department's Office of Pool Administration in instances where it provides inpatient coverage as a corporation organized and operating in accordance with Article 43 of the Insurance Law, an organization operating in accordance with Article 44 of the Public Health Law, a self-insured fund, or an HMO or insurer licensed outside New York State and authorized to write accident and health insurance and whose policy provides inpatient coverage on an expense incurred basis. In such instances the above entity agrees to:

1. remit to the Department's Office of Pool Administration within 30 days after the end of each month one-twelfth of both the individual and family unit annual assessment amounts for each of the individuals and family units residing in the state which were included on the payor's membership rolls for all or a portion of the prior month and for which the payor covered general hospital inpatient care, including retroactive additions and deletions;
2. provide the Department with data certification and access to individual and family unit data, upon request, for audit verification purposes; and
3. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-t of the Public Health Law (see note below).

By signature below, the Chief Financial Officer or other duly authorized individual of the above entity certifies that the data submitted on all applicable attachments have been carefully prepared in accordance with instructions provided, and to the best of his/her knowledge, the information presented is accurate and correct.

Signature _____ **Title** _____
Chief Financial Officer or Duly Authorized Individual

Date _____

Note: Payors making an election are only agreeing to the jurisdiction of NYS courts for purposes of enforcing payments required under 2807-j and 2807-t. This does not, in any way, preclude a payor from litigating other issues in Federal court such as ERISA based challenges, etc.

COVERAGE INFORMATION (See Attached For Further Explanation)

PAYOR NAME: City of Hibbing FEDERAL ID#: 41-6005232

TPA/ASO NAME: BCBSMN TPA/ASO FEDERAL ID#: 41-0984460

MARK AN "X" IN EACH COLUMN TO INDICATE TYPE OF COVERAGE BY PAYOR TYPE

	TYPE OF PAYOR:	IDENTIFICATION OF TYPE OF COVERAGE:									
		<u>INDEMNITY COVERAGE</u>	HMO NON- MEDICAID OR NON- NYS MEDICAID COVERAGE	SELF- INSURED COVERAGE	NEW YORK STATE HMO/PHSP MEDICAID COVERAGE	NEW YORK STATE GOVT PROGRAM W/INPATIENT COMPONENT & NYS LOCAL GOVT CORRECTIONS	NEW YORK STATE WORKERS COMPENSATION <u>LAW COVERAGE</u>	NEW YORK STATE MOTOR VEHICLE REPAIRATIONS ACT COVERAGE	NEW YORK STATE VOLUNTEER AMBULANCE WORKER'S BENEFIT LAW COVERAGE	NEW YORK STATE VOLUNTEER FIREFIGHTERS' BENEFIT LAW COVERAGE	OTHER COVERAGE
1	Corporations Organized & Operating in accordance with Article 43 of the NYS Insurance Law										
2	Corporations that are Commercial Insurers licensed in New York State										
3	Corporations Organized & Operating in accordance with Article 44 of the NYS Public Health Law, not incorporated as Commercial Insurers or under Article 43 of the NYS Insurance Law										
4	Self-Insured Fund with No Third Party Administrator/Administrative Svcs Only Organization for Claims Processing										
5	Self-Insured Fund with a Third Party Administrator/Administrative Svcs Only Organization for Claims Processing			X							
6	New York State Governmental Agency/ New York State Local Government										
7	Other (please explain below): Includes: State/Local Governments outside New York for Medical Assistance Programs; insurers licensed outside New York State, authorized to write OTHER than Accident and Health										
8	HMOs and insurers licensed outside New York State, authorized to write Accident and Health										

Explanation of "Other" Payor Identification

**HEALTH CARE REFORM ACT – PUBLIC GOODS POOL
COVERAGE INFORMATION**

Payor Type 1: Corporation organized and operating in accordance with Article 43 of the New York State Insurance Law offering:

- Indemnity Coverage with an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident insureds
- Indemnity Coverage without an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- HMO non-Medicaid managed care coverage, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident non-Medicaid insureds
- HMO Medicaid managed care coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident Medicaid managed care enrollees

Payor Type 2: Commercial Insurance Corporation licensed by New York State offering:

- Indemnity Coverage with an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident insureds
- Indemnity Coverage without an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- HMO non-Medicaid managed care coverage, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident non-Medicaid insureds
- HMO Medicaid managed care coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident Medicaid insureds
- New York State Workers Compensation Law coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- New York State Motor Vehicles Reparations Act coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- New York State Volunteer Ambulance Workers Benefit Law coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- New York State Volunteer Firefighters Benefit Law coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds

Payor Type 3: Corporation organized and operating in accordance with Article 44 of the New York State Public Health Law not incorporated as a NYS licensed commercial insurer or under Article 43 of the New York State Insurance Law offering:

- HMO non-Medicaid managed care coverage, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident non-Medicaid managed care enrollees
- HMO Medicaid managed care coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident Medicaid managed care enrollees

Payor Type 4/5: Self insured fund offering:

- self insured employee health coverage with an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services and regional GME covered lives assessments for NYS resident plan participants
- self insured employee health coverage without an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident plan participants
- self insured New York State Workers Compensation Law coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident plan participants
- self insured **non-New York State** Workers Compensation Law coverage, thus requiring a surcharge obligation on affected services and a regional GME covered lives assessments (if coverage includes expense incurred inpatient hospital care) for NYS resident plan participants
- self insured New York State Motor Vehicles Reparation Act coverage, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident plan participants
- self insured **non-New York State** Motor Vehicles Reparations Act coverage, thus requiring a surcharge obligation on affected services and a regional GME covered lives assessments (if coverage includes expense incurred inpatient hospital care) for NYS resident plan participants

Payor Type 6: New York State Governmental Agency/ New York State Local Government:

- New York State political subdivision for New York State county corrections, New York City corrections, and, New York State governmental agencies for New York State administered payments that reimburse hospitals for rendered inpatient services to eligible patients. (e.g. Office of Mental Health payments for services provided to individuals residing in New York State operated developmental centers), thus requiring a surcharge obligation on affected services but no regional GME covered lives assessment

Payor Type 7: Other

- Insurers **licensed outside New York State, authorized to write OTHER than Accident and Health** thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- States **other than New York State** and localities **other than New York State political subdivisions** for medical assistance program expenses (i.e. Medicaid Programs in states OTHER than New York State), thus requiring a surcharge obligation on affected services but no regional GME covered lives assessment
- NYS licensed fraternal benefit societies offering coverage with or without an expense incurred inpatient hospital component, requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds

Payor Type 8: HMOs and insurers licensed outside New York State, authorized to write Accident and Health:

- Indemnity Coverage with an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident insureds
- Indemnity Coverage without an expense incurred inpatient hospital component, thus requiring a surcharge obligation on affected services but no regional GME covered lives assessments for NYS resident insureds
- HMOs **organized and operating outside New York State Insurance and Public Health Laws**, thus requiring a surcharge obligation on affected services plus regional GME covered lives assessments for NYS resident insureds



April 20, 2026

Dear Community Leaders and Distinguished Guests,

On behalf of the City of Hibbing and St. Louis County, you are warmly invited to join us for a special gathering on **Thursday, May 28th**, centered on honoring the Hill of Three Waters and recognizing the cultural, historical, and community significance it holds in our region.

This event represents an important step in ongoing efforts to strengthen relationships, elevate Indigenous perspectives, and thoughtfully acknowledge the history of this place alongside Hibbing's industrial legacy.

As a starting point, we would be honored to invite you to participate in a day centered on shared understanding and respectful engagement on Thursday, May 28, starting at 9:30 a.m. at the Hull Rust Mineview, 411 McKinley Street, in Hibbing.

The day will include:

- **10 - 11 a.m.: An unveiling of an Indigenous art exhibit at the Hull Rust Mahoning Mine View**, developed with contributions from Indigenous artists and community members, along with a newly established lookout toward the Hill of Three Waters.
- **11:30 a.m.: A luncheon at Minnesota North College – Hibbing Campus**, featuring Native American cuisine and an opportunity to view the Hill of Three Waters mural.
- **1 p.m.: An optional visit to the Hill of Three Waters**, made possible through partnership with Cleveland-Cliffs. Bus leaves from the college.

We are proud to bring together community and tribal leaders, partners and supporters for this occasion and to continue building connections that honor the past and the future of our region.

We kindly ask that you RSVP by **May 8th** to assist with planning. Please reply to this email or contact St. Louis County Commissioner Mike Jugovich's office at 218-312-8201 or Jugovichm@stlouiscountymn.gov with your response or any questions.

We hope you are able to join us for this important and memorable day.

Sincerely,

Mayor Pete Hyduke
City of Hibbing

Chair Commissioner Michael Jugovich
St. Louis County



APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

Fee: \$50.00 day per person or \$250.00 annual

Payable to: City of Hibbing

License Requires Council Approval

This Application for a City license to conduct business as a peddler or transient merchant shall be made at least 14 regular business days before the applicant desires to begin conducting business. This Application must be signed by the applicant and must include the following information:

1. Applicant's full legal name: EDWARD JAMES FRANKLIN III
2. All other names under which the applicant conducts business or to which applicant officially answers.
MA
3. A physical description of the applicant:
Hair Color: BLK Height: 5'10" Weight: 248
Eye Color: BRN Distinguishing Marks/Features: _____
4. Full address of applicant's permanent resident.
632 E 37TH STREET HIBBING, MN. 55746
5. Telephone number of applicant's permanent residence. 218-403-0606
6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
7. Full address of applicant's regular place of business (if any).
3895 S HUGHES RD. HIBBING, MN. 55746

8. Any and all business related telephone numbers of the applicant. _____

9. The type of business for which the applicant is applying for a license.

MINI DONUTS

10. Please check one: ☒ Annual license ☐ Daily license

11. The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the City (maximum 14 consecutive days). 5/1/20 - 10/31/26

12. Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up business.

Contact Information: EDWARD FRANKLIN 218-403-0606
Location: _____

13. A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.

NA

14. A list of the three most recent locations where the applicant has conducted business as a peddler or transient merchant.

- a. NA
- b. _____
- c. _____

15. Proof of any required County license.

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant. _____

17. A general description of the items to be sold or services to be provided.

MINI DONUTS

18. All additional information deemed necessary by the City Council.

19. The applicant's driver's license number or other acceptable form of identification.

X754-236-308-516

20. The license plate number, registration information, and vehicle identification number for any vehicle to be used in conjunction with the licensed business and a description of the vehicle.

2019 DODGE RAM BLACK WITH A BLUE STRIPE
1C4SRFFTBKN794407 PLATE: 3DA604

Applicant's Signature: E. J. Franklin

Applicant's Printed Name: EDWARD JAMES FRANKLIN

Date Application Signed: 4/27/20

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Circus Spectacular
Date of Event:	May 8 and May 9 , 2024
Location of Event:	Hibbing City Memorial Building
Organizer:	Cindy Migley
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone: 941-539-3540

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

DEPARTMENT		CONTACT #
Hibbing Police Dept.	Police Chief Steve Estey	218-262-0285
Fire Department	Shawn Nickila	218-421-3942
Sanitation Dept.	John Yurecich/Bob Kobal	218-362-5991
Public Works Dept.	John Yurecich/Bob Kobal	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Hibbing City Memorial Auditorium

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:	
Circus Spectacular. This event is a Circus Performance that will last two hours.	
Date of Event: <u>May 8 and May 9, 2024</u>	
Refer media or citizen inquires to: <u>Cindy Migley</u>	Telephone: <u>941-539-3540</u>
APPLICANT AUTHORIZATION:	
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.	
Applicants Name & Title: <u>Cindy Migley</u>	
Address: <u>4411 Bee Ridge Road 308, Sarasota, FL 34233</u>	
Mailing Address: <u>Same</u>	
Affiliation: <u>Applicant is event circus owner so no authorization is required</u>	
Telephone: (day) <u>941-539-3540</u> (evening) <u>same</u>	
EVENT PRINCIPALS:	
On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.	

Name: Cindy Migley		
Organization/Business/Agency/Affiliation: Cindy Migley Productions		
Mailing Address: 4411 Bee Ridge Road #308, Sarasota, FL 34233		
Daytime Phone: 941-539-3540	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Circus owner and producer.		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:	For my Circus to appear in Hibbing.
REQUESTED DAY AND DATE (first choice):	May 16 and May 17, 2025
Alternate days and dates:	• _____ • _____ • _____
REQUESTED HOURS OF OPERATION:	From: _____ a.m. / p.m. To _____ a.m. / p.m. 2 shows on Friday: 4pm and 7pm and Three shows on Saturday: 1-4-7
SET UP beginning Day and Date	Thursday May
**Indicate the time at which any unit of an event will begin to assemble at such area Day: May 7 Time: between 8am and 5pm a.m. / p.m.	
Describe the number and type of animals to be used in the Event ☐ Not Applicable 1 elephant, 4 camels, 4 zebras, ponies, & pigs **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☒ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators	☐ Attached
Anticipated number of Participants: _____	Spectators: 1000 per show
**INSURANCE	
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured. Renewal of insurance is coming soon	

pd 7500
#15

SANITATION:
☐ Attach your "Plan for Clean-Up / Material Preservation". Local dumpster ☐ Include number, type and location of trash containers to be provided for the event. 2 ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event. Circus personnel ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. Circus personnel ☐ Indicate who and how many will be responsible for cleaning up the event after the event. Circus personnel ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event). Building has the number, venue inside ☐ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.
MAP (Noting the following items):
Check off below items that apply to your event.
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
☐ If a route is involved, the places where buses or trains need to be considered;
☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
☐ Indicate if Roads and/or Sidewalks will be Closed The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
☐ Barricades, cones, safety, portable parking signs (note location - <i>provided by Public Works</i>)
☐ If a relay is involved, indicate hand-off points;
☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
☐ Alcoholic beverage concession areas; <i>location must be specified</i>
☐ Non-alcoholic concession areas;
☐ Food concession areas; indoor event
☐ General merchandise concession areas; Indoor event
☐ Portable toilet facilities (indicate number);
☐ First aid facilities; INdoor
☐ Event participant and/or spectator parking areas; Parking at venue
☐ Event organizers command post; Box office
☐ Fireworks or pyrotechnics site; (<i>Must contact Fire Marshal</i>)
☐ Vehicle fuel handling site;
☐ Cooking areas;
☐ Tables, enclosures, etc.;

Temporary or permanent structures constructed for the event;	
Site of electrical wiring to be installed for the event;	
Trash containers (indicate number): <u>2</u>	
Other: Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. NOT applicable, Venue is indoors
	If a casino party, a dance or live entertainment is a part of your event, please describe:
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (attach to this application all required licenses) N/A
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages: No
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.
	Describe how, where, when and by whom the alcoholic beverages will be served.
	List of people who will be selling the alcohol:
	Have they attended server training? ☐ Yes ☐ No

	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ No
FOOD:	Describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish or peeled and cut fruits). Cotton Candy, popcorn, snow cones Funnell cakes using venues kitchen.
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or if electrical sources to be used. not cooking anything

SECURITY AND SAFETY PROCEDURES:

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

Describe your proposed procedures for set-up operation, internal security and crowd control.

We will be setting up the day before event. Circus personnel will handle the security and crowd control.

If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.

Venue has lighting outdoors

If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.

not applicable

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

not applicable

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

n/a

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

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES: Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. Cotton Candy, Popcorn, Funnell Cakes, snow cones
Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires who you may permit to operate in conjunction with the event. Applicant is also the concessionair
MITIGATION OF THE IMPACT ON OTHERS: Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."
OTHER PERTINENT INFORMATION: My circus has performed at the Hibbings Memorial Center for the last 20 years for the Range Shrine Circus. This year the Shrine Center is co sponsoring with me.

HIBBING POLICE DEPARTMENT

MARCH 2026 ACTIVITY

ASLT-3 DEG-SUBSTANTIAL BODILY HARM	1
ASLT-5 DEG-INFLICT OR ATTEMPT BODILY HARM	2
ASLT-DOMESTIC ASLT-FE	2
ASLT-DOMESTIC ASLT-MISD	12
ASLT-TERRORIST THREATS RECKLESS DISREGARD RISK	3
ASLT-TERRORISTIC THREATS-BB GUN-CAUSE OR ATTEMPT CA	1
BURG-1 DEG-OCC RES-FORCED-DAY-UKN WEAPON-ASSAULT	2
BURG-2 DEG-BLDG-POSSESS TOOL	1
BURG-3 DEG-ENTERS BLDG-INTENT STEAL/COMMIT FE/GM	1
BURG-POSS OF BURG TOOLS	1
Burglary - 4th Degree - Enters building open to pub	2
Burglary-2nd Deg-Govt-Religious-Historic or School	1
CRIM DAM PROP-4 DEG	2
CRIM DAM PROP-TAMPERING W/MOTOR VEHICLE	2
CSC-3 DEG-FEMALE-NO FORCE-F	1
Criminal Sex Cond-5th Degree-Nonconsensual Sexual C	1
DISTURB-PUBLIC NUISANCE	2
Damage to Property - 1st Degree - Value Reduced Ove	1
Disorderly Conduct-Offensive/Abusive/Noisy/Obscene-	4
Domestic Abuse No Contact Order - Violate No Contac	1
Drugs - 5th Degree - Possess Schedule 1,2,3,4 or pa	2
Drugs - 5th Degree - Possess Schedule 1,2,3,4 or pa	1
Emergency Telephone Calls/Communications - Interrup	1
Explosive/Incendiary-Possess-Previous Conviction Vi	1
Fleeing a Peace Officer in a Motor Vehicle-F	1
GOVT-OBSTRUCT LEGAL PROCESS-INTERFERE W/PEACE OFFIC	2
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-GM	1
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-MISD	4
HIB-Dog at Large	4
HIB-Noise Control/Loud Unnecessary Noise	4
Harassment-Third or Subsequent Violation in 10yrs-	1
Harassment; Restraining Order - Violate and knows o	1
Information on File	1
MV Reg-Expired Tabs	1
Obstruct Legal Process-Interfere w/Peace Officer- G	1
Overwork/Mistreat Animals-Abandon- MS	1
TRAFFIC-DAS	1
TRAFFIC-DUI-Third-Degree Driving While Impaired-1 A	1
TRESPASSING-BUILDING OR DWELLING-M	1
TRESPASSING-BUSINESS	1
TRESPASSING-REFUSING TO LEAVE UPON LAWFUL DEMAND	1
TRESPASSING-RETURNING AFTER DEMAND TO LEAVE	1
Tamper w/Witness-1st Deg-Prevent Inform to Police-	1
Terroristic Threats-Reckless Disregard Risk- FE	1
Theft-Other Veh Non Motorized \$500 and under-M	1
Theft-Other-\$500 or less - M	1

Theft-Shoplifting-\$500 or less - M	10
Traf - DWI - 1 Deg-Refuse to submit to chemical tes	1
Traf - DWI - 3 Deg-Refuse to submit to chemical tes	1
Traffic - DWI - Operate Motor Vehicle - Under influ	1
Traffic - Reckless driving; Drives Consciously Disr	1
Traffic Regulations-Failure to stop for traffic con	2
Traffic-Drivers License-Driving After Revocation	3
Trespass Notice	1
Trespass-Return to Property Within One Year- MS	2
WEAPON-POSS-DANGER WEAPON-POINTING FIREARM TOWARDS	1
WEAPON-POSS-INELIGIBLE CONVICTED OF VIOLENT CRIME W	1
Total	104
Total number of calls generated in Mar.	1442
Total number of administrative tickets in Mar.	3
Total number of parking tickets in Mar.	276

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Hibbing Area Chamber of Commerce

Previous Gambling Permit Number: X- 03449-26-048

Minnesota Tax ID Number, if any: 41-0310827

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

Mailing Address: PO Box 727

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

Name of Chief Executive Officer (CEO): Amy Mandt

CEO Daytime Phone: 218-262-3895 CEO Email: a.mandt@hibbing.org

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Sammy's Pizza & Restaurant

Physical Address (do not use P.O. box): 106 East Howard Street

Check one:

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

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 9, 2026

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

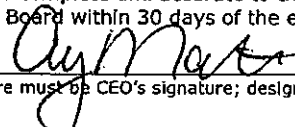
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 03/15/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Amy Mandt

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

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

Organization Name: Iron Range Cheer Booster Club Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: 99-1829592 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 2923 3rd Ave West

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

Name of Chief Executive Officer (CEO): Traci Whitlock

CEO Daytime Phone: 218-996-3042 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

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

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

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

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

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: June 4, 11 18 25, 2026

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Becky Radika Daytime Phone: _____Name of premises where bingo will be conducted: Hibbing Elks LodgePremises street address: 1924 East 4th AveCity: Hibbing If township, township name: _____ County: St Louis

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Hibbing

Signature of City Personnel:

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Traci Whitlock Date: 4/29/2022

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

Print Name: Traci Whitlock

MAIL OR FAX APPLICATION & ATTACHMENTS

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

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

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

Questions?

Call a Licensing Specialist at 651-539-1900.

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

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

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

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

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

An equal opportunity employer



RAFFLE REQUEST

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

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Hibbing Baseball Association	
Type of Organization:	Non-profit	
Mailing Address:	2730 1st Ave	
City, State, Zip	Hibbing, MN, 55746	
Contact Person:	Logan Radovich	Daytime Phone Number: (218) 966-6969
Have you conducted other raffles this year	No	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:
Al Nyberg Field
Dates of Activity:
7/18/2026
Check Box or Boxes that Indicate the Type of Gambling Activity:
☒ Raffle ☐ Other _____
Price Per Ticket:
\$10
Total value of prizes to be awarded:
\$1,495
Types of Prizes:
3 guns

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

Logan Radovich

Organization Representative

5/5/2026

Date

☐ Registered as Excluded Raffle

☒ Send to Council for Approval



APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

Fee: \$50.00 day per person or \$250.00 annual

Payable to: City of Hibbing

License Requires Council Approval

This Application for a City license to conduct business as a peddler or transient merchant shall be made at least 14 regular business days before the applicant desires to begin conducting business. This Application must be signed by the applicant and must include the following information:

1. Applicant's full legal name: Robbi Lee Miller
2. All other names under which the applicant conducts business or to which applicant officially answers.
Miller Concessions Inc.
3. A physical description of the applicant:
Hair Color: Grey Height: 5'-11" Weight: 235 lb
Eye Color: Blue Distinguishing Marks/Features: _____
4. Full address of applicant's permanent resident.
23920 185th Street NW, Big Lake, MN 55309
5. Telephone number of applicant's permanent residence. 612-306-1647
6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
Miller Concessions Inc.
7. Full address of applicant's regular place of business (if any).
1865 Highway 25 NE, Foley, MN 56329

8. Any and all business related telephone numbers of the applicant. 612-306-1647

9. The type of business for which the applicant is applying for a license.

Mobile food units - food trailers selling fair food at Walmart parking lot

10. Please check one: ☐ Annual license ☒ Daily license

11. The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the City (maximum 14 consecutive days). 5 days: May 6-10, 2026

12. Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up business.

Contact Information: 612-306-1647

Location: Walmart parking lot, 12080 US-169, Hibbing, MN 55746

13. A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.

no convictions.

14. A list of the three most recent locations where the applicant has conducted business as a peddler or transient merchant.

a. Walmart, Cambridge, MN, April 22-26, 2026

b. Cottage Grove, MN, April 22-26, 2026

c. Little Falls, MN, April 22-26, 2026

15. Proof of any required County license.

MN Department of Health and MN Department
of Agriculture licenses are attached.

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant. _____

17. A general description of the items to be sold or services to be provided.

We will be selling fair food: corndogs, hot dogs, cheese curds, fries, etc.

18. All additional information deemed necessary by the City Council.

19. The applicant's driver's license number or other acceptable form of identification.

Z456-200-744-915

20. The license plate number, registration information, and vehicle identification number for any vehicle to be used in conjunction with the licensed business and a description of the vehicle.

3 food trailers: trailer #1	2015	HITC	1H9BH2423F1414538	2172CTB
trailer #2	2014	HITC	1H9BH2123E1414526	6573CYT
trailer #3	2019	HIHK	1H9BG2427KN414581	4739CTR

Applicant's Signature: _____



Applicant's Printed Name: _____

Robbi Miller

Date Application Signed: _____

4/24/2026

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____

POST
CONSPICUOUSLY

MINNESOTA DEPARTMENT OF HEALTH
625 Robert Street North, P.O. Box 64975
Environmental Health Division
St. Paul, Minnesota 55164-0975
(651) 201-4500

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$505.00

LICENSE NO. FBL-29816-39902 FOR THE OPERATION OF:

489

License Categories: Base Fee - FBL, Hospitality Fee, Seasonal Temporary Food Stand,
Technology Fee

LICENSE PERIOD: April 1, 2026 THRU December 31, 2026

ISSUED TO:

Miller Concessions Inc.

Attn: Rob Miller

23920 185th St NW

Big Lake, Minnesota 55309

ESTABLISHMENT NAME:

Miller Concessions - Hitchhiker I

23920 185th NW

Big Lake, Minnesota 55309

License Type(s): Seasonal Temporary Stand

County: Seasonal Temporary Stand

POST
CONSPICUOUSLY

MINNESOTA DEPARTMENT of HEALTH
625 Robert Street North, P.O. Box 64975
Environmental Health Division
St. Paul, Minnesota 55164-0975
(651) 201-4500

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$505.00

LICENSE NO. FBL-31358-39902 FOR THE OPERATION OF:

489

License Categories: Base Fee - FBL, Hospitality Fee, Seasonal Temporary Food Stand,
Technology Fee

LICENSE PERIOD: April 1, 2026 THRU December 31, 2026

ISSUED TO:

ESTABLISHMENT NAME:

Miller Concessions Inc.
Attn: Rob Miller
23920 185th St NW
Big Lake, Minnesota 55309

Miller Concessions - Hitchhiker II
23920 185th St NW
Big Lake, Minnesota 56309

License Type(s): Seasonal Temporary Stand

County: Seasonal Temporary Stand

MINNESOTA DEPARTMENT OF AGRICULTURE

625 ROBERT STREET NORTH, ST. PAUL, MINNESOTA 55155-2538
FOOD HANDLER MOBILE

MILLER CONCESSIONS INC
23920 185TH ST NW
BIG LAKE MN 55309

License Categories
MEDIUM RISK MOBILE FOOD UNIT

Additional locations covered by this license

20093318	\$350.00	04/01/2026	03/31/2027
License Number	License Fee Paid	Effective date	Expiration date

This license must be posted in a conspicuous place and is not transferable.

AG-00853 In accordance with the Americans With Disabilities Act, an alternative form of communication is available upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hummel Group, Inc. 461 Wadsworth Rd PO Box 3 Orrville OH 44667	CONTACT NAME: Julie Piazza CISR PHONE (A/C, No. Ext): (330) 683-1050 FAX (A/C, No): (330) 683-1169 E-MAIL ADDRESS: jpiazza@hummelgrp.com														
INSURED Miller Concessions, Inc. 23920 185th St NW Big Lake MN 55309	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Westfield Insurance Company</td><td>24112.</td></tr><tr><td>INSURER B: Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112.	INSURER B: Technology Insurance Company	42376	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Master Liab. 2026-2027

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CWP139032G	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Cyber / Data Compromise \$ 100,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			CWP139032G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MH Contents - CA2016 - Spring 39f \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CWP139032G	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1630113	4/2/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

****Informational Purposes Only****
Miller Concessions, Inc.
1865 Highway 25 NE
Foley, MN 56329

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Teague Jr. CIC CRM/

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MINNESOTA COMMERCIAL DRIVER'S LICENSE

1 MILLER

2 ROBB LEE

8 23920 185TH ST NW
BIG LAKE, MN 55609-8854

4a DL# Z456-2000-744-915

3i DOB 11/16/1975

9 CLASS A

12 RESTR NONE

9a END NONE

4b ISS 12/02/2000
4b EXP 11/03/2008

16 SEX M

16 HGT 6'4"

16 WGT 235 lb

18 EYES BLU

4c



16 ID# 000000012587867



Request for Council Action

City Council Action

Authorize amendment to budget for Geotechnical and Environmental Work by Braun Intertec at Cobb Cook Place site.

Description of Agenda Item

Authorize amendment to budget for Geotechnical and Environmental Work by Braun Intertec at Cobb Cook Place site in the amount of \$2,642.30.

Strategic Initiative

2026 Strategic Plan: Core Strategy - Well-rounded, Strong Quality of Life; Quality housing stock that is affordable and accessible

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The Geotechnical and Environmental work started in early 2025 for Cobb Cook Place. Due to the location of the site near the former Hibbing Manufactured Gas Plant, circumstances and work scope changed a number of times throughout the course of the project. The overages were related to the following:

- Responding to MPCA regarding RAP/CCP approval and related items.
- Planning for additional field work event.
- Additional field work (eastern area of Site - 2 probes to confirm absence of groundwater)
- Project meetings and correspondence.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

Amend budget to include \$2,642.30 in additional scope of work in Proj: CCH, Line: Prof.

Action Requested

Authorize amendment to budget for Geotechnical and Environmental Work by Braun Intertec at Cobb Cook Place site.

Attachments

1. BraunIntertec Geotechnical and Environmental Proposal_Hibbing
Parcels_QTB199744_REVISION 3

February 5, 2025

Revised Proposals QTB199744/QTB208085

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

Re: Revised Proposal for Preliminary Geotechnical Evaluation and Environmental Consulting Services
of Parcels 139-0050-04676, 139-0050-4677 and 140-0290-00619
9th Avenue West
Hibbing, Minnesota

Dear Ms. Olivanti:

Braun Intertec Corporation respectfully submits this revised proposal to complete a preliminary geotechnical evaluation and to provide environmental consulting services for the proposed HRA multifamily housing development at the referenced parcels.

Project Information

Per the request for proposal email provided by Betsy Olivanti and dated July 3, 2024, we understand the proposed project will include the construction of three new buildings and associated sitework on the property located at parcel IDs 139-0050-04672 and 139-0050-04676, to the east of 9th Ave West in Hibbing, Minnesota. The proposed buildings include two 2-story townhome buildings and one 3-story apartment building. We assume buildings will be constructed with timber framing on concrete slab on grade and frost-depth concrete foundations. Associated sitework includes a new parking lot, sidewalks, play area, and basketball court.

Based on a phone conversation and email correspondence with Ms. Betsy Olivanti on December 4, 2024, we understand the project location will now include the southern and eastern portions of parcel ID 139-0050-04677 and exclude parcel ID 139-0050-04672. In addition, we understand the project will now include an entrance road to the property along the south side of the site.

Based on a meeting with Ms. Betsy Olivanti on February 3, 2025, we understand the project will include preliminary geotechnical evaluation and environmental site assessments for parcels 139-0050-04676, the eastern and southern portions of parcel 139-0050-04677 and parcel 140-0290-00619.

Scope of Services

Task 1: Preliminary Geotechnical Evaluation

Purpose

The purpose of our preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, and provide an overview of geotechnical conditions on the sites with regard to spread footing foundations, slabs and pavements.

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site will require an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. As per your email request dated November 26, 2024, we have included the cost for tree clearing, debris or obstruction removal, grading of navigable paths and snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling and clearing activities will impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by Braun Intertec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 12 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 5 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Nominal Boring Depths
Parcels 139-0050-04676 & 139-0050-04677	SPT	6	1-25', 1-15', 4-5'
Parcel 140-0290-00619	SPT	6	1-25', 1-15', 4-5'
Total		12	120 feet

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Prior to mobilizing to site, we will clean our drill rig and tooling with a high-pressure, hot water wash. During advancement of our borings, we will clean auger and split-spoon sampling with a soap and water wash followed by a clean rinse.

Groundwater Measurements and Sampling

We will install a slotted 1-inch diameter PVC (polyvinyl chloride) pipe in 3 boreholes if groundwater is encountered upon completion of borings. We will use the temporary wells to perform groundwater sampling for the Phase II investigation. Groundwater depths will be noted when observed in the borings.

MDH Sealing Record

We are planning the deepest borings to be at least 5 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 50 linear feet of borehole with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing five moisture content tests, five mechanical analyses (through a #200 sieve only), and one organic content tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions.

Geotechnical Evaluation Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A preliminary summary of the subsurface profile and groundwater conditions.
- Preliminary discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Preliminary recommendations for spread footing foundations, grade supported slabs and pavements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Task 2: Phase I Environmental Site Assessment (ESA)

The objective of a Phase I ESA is to evaluate the site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) criteria and requirements. The Phase I ESA will be conducted in general conformance with the scope and limitations of ASTM International Practice E1527-21 (ASTM Practice E1527-21) and 40 CFR Part 312.

Site History Review

The Phase I ESA will summarize reasonably ascertainable information pertaining to former and current land-use activities at the site. Our summary will include a review of aerial photographs, fire insurance atlases, city directories, property tax files, building records, topographic maps, and/or other historical documents to satisfy the historical-use requirements of the ASTM Practice E1527-21 and 40 CFR Part 312.

Regulatory Information Review

We will request that a national regulatory information vendor, such as Environmental Data Resources, Inc., conduct a limited file evaluation of the site. If readily available and practically reviewable, the file evaluation will include, at a minimum, a review of the databases within the corresponding approximate minimum search distance that are indicated in the ASTM Practice E1527-21 and 40 CFR Part 312.

We will review and summarize this information, and comment on known and potential environmental hazards that may impact the site. The scope of work does not include a detailed review of file information of identified facilities listed on the regulatory databases. However, if in our opinion a file review is warranted to evaluate the existence of a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition, we will contact you to discuss expanding the assessment to include a file review and the associated costs.

Site Reconnaissance and Interviews

The Phase I ESA will include a reconnaissance of the site and observations of adjoining properties. During the reconnaissance we will note, if observed, the type of vegetation, exposed soils, open excavations or depressions, and site topography. Visible indications of underground and aboveground storage tanks, dumping, spills of petroleum and chemicals, and other obvious potential sources of contamination will be noted. In addition, we will conduct interviews with site representatives and governmental officials regarding past and current land-use activities.

Results and Reporting

A draft Phase I ESA report will be sent to you for review and comment. The Phase I ESA report will remain in draft status until we are notified by you to proceed with issuance of the final Phase I ESA report.

If we encounter indications of existing or potential sources of contamination during our assessment, we will notify you to discuss how the assessment may proceed. You may wish to discontinue the Phase I ESA or you may consider expanding the assessment to further evaluate the contamination sources that are identified. If contamination at the site is confirmed, the property owner may be required to notify proper governmental authorities.

User-Provided Information

As part of Phase I ESA, the "User" should provide available information to Braun Intertec as the Environmental Professional to help identify the possibility of recognized environmental conditions in connection with the Site. A "User" is the party seeking to use ASTM Practice E1527-21 to complete an environmental site assessment and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, or a property manager.

The attached User questionnaire should be completed in its entirety by the User(s) and returned with the signed authorization. If multiple Users are requesting reliance on the Phase I ESA, please provide us with a questionnaire completed by each of the appropriate entities.

Assessment Limitations

Upon completion of the Phase I ESA, Braun Intertec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with “good commercial and customary practices” (as defined by ASTM Practice E1527-21) conducted in an effort to evaluate recognized environmental conditions at a site in this area.

The assessment will not include vapor encroachment screening as defined in ASTM Practice E2600-15, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-15 is not a requirement or component of AAI, and its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of AAI or ASTM E1527-21. However, vapors present or likely present from hazardous substances or petroleum products will be considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-15 standard will not be conducted as part of this proposal, the potential for impacts to the property from vapor migration that is a result of a release of hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-21.

Task 3: Phase II Environmental Site Assessment (ESA)

The objective of the Phase II Environmental Site Assessment (ESA) is to investigate recognized environmental conditions (RECs) that may be discovered during a Phase I ESA at the site. ***For the purpose of this proposal, we are including an estimated scope of work and cost for the Phase II ESA based on our knowledge of the Site and the adjacent Hibbing Gas Plant Superfund facility (to the east) from previous work in the area. To minimize mobilization and duplicative drilling costs, we intend to conduct the Phase II ESA in conjunction with the proposed Geotechnical Evaluation. Prior to the drilling we will contact you to discuss potential changes to the Phase II ESA scope of work and cost, if warranted based on our preliminary Phase I ESA research.***

The Scope of Services for the Phase II ESA includes the following components:

- Staking and Utility Clearance, Soil Borings (included with Geotechnical Evaluation)
- Soil Screening
- Soil Sampling and Analytical Testing
- Groundwater Sampling and Analytical Testing
- Reporting

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work.

Soil Borings

Braun Intertec will advance 18 soil borings as described in Task 1, to obtain soil samples for field screening and laboratory analysis. The borings will be advanced to depths ranging from 5 to

25 feet below ground surface (bgs) using hollow-stem auger drilling method. Soil samples for field screening will be collected at 2 1/2-foot intervals. The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Following completion, the boreholes will be sealed in general accordance with Minnesota Department of Health (MDH) guidelines.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)" and ASTM D2488.

Field personnel certified as an asbestos inspector by MDH will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the Minnesota Pollution Control Agency (MPCA) and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

Soil Sampling and Analytical Testing

Soil samples will be collected from the soil borings for laboratory analysis in accordance with Braun Intertec Standard Operating Procedures (SOPs). Soil samples will be collected from depth intervals in the unsaturated zone where indications of contamination are observed in the field. If no indications of contamination are observed, the soil samples will be collected from depths most likely to be impacted based on the potential contaminant source and/or depths most likely to be disturbed during proposed redevelopment activities based on information provided by the client at the time this proposal was prepared.

The budget for this task assumes that a total of 10 soil samples will be submitted to a certified analytical laboratory and analyzed for a combination of the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260
- Semi-volatile organic compounds (SVOCs) using EPA Method 8270
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method, including silica gel cleanup
- Gasoline range organics (GRO) using the WDNR Method
- Eight Resource Conservation and Recovery Act (RCRA) metals using EPA Methods 6010 and 7471
- Cyanide using EPA method 9012

In addition, we estimate that two soil samples will be analyzed for Per- and Polyfluoroalkyl Substances (PFAS) using EPA Method 1633.

Groundwater Sampling and Analytical Testing

Temporary monitoring wells will be installed at selected boring locations (estimated three) to evaluate groundwater conditions at the Site. Groundwater samples will be collected according to Braun Intertec Standard Operating Procedures (SOPs). The budget for this task assumes that a total of three groundwater samples will be collected from the temporary monitoring wells and submitted to a certified analytical laboratory for the following parameters:

- VOCs using EPA Method 8260
- SVOCs using EPA Method 8270
- DRO using the WDNR Method
- GRO using the WDNR Method
- Dissolved eight RCRA metals using EPA Methods 6010 and 7470

In addition, we estimate that two groundwater samples, one trip blank, and one equipment blank will be analyzed for Per- and Polyfluoroalkyl Substances (PFAS) using EPA Method 1633.

Soil Vapor Sampling and Analytical Testing

We anticipate the soil vapor sampling will be required in the event contamination is identified at the Site and/or the Site is enrolled in the MPCA Brownfields Program - Voluntary Investigation and Cleanup (VIC) Program to pursue liability assurance letters from the MPCA for the proposed development. Soil vapor sampling may also be necessary to determine if vapor mitigation will be a required component of the proposed construction.

A separate proposal for soil vapor sampling will be provided after completion of the above scope of work.

Task 4: Assistance with Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup and Investigation Grant application

Braun Intertec will assist with an application for a Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup Grant for the May 1, 2025 grant application deadline. The grant application will include potential eligible costs for investigation (Phase I and Phase II ESA, soil vapor sampling) and implementation of response actions including some or all of the following: preparation of a Response Action Plan/Construction Contingency Plan (RAP/CCP), vapor mitigation design, construction oversight and required regulatory reporting. We understand that the City of Hibbing will prepare the Grant Application and Braun Intertec will assist with relevant sections of the application related to environmental assessment and remediation.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 to 8 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Draft Preliminary Geotechnical Evaluation results – within 1 to 2 weeks after completion of field exploration
- Final Preliminary Geotechnical Evaluation report submittal – within 2 to 3 weeks after completion of field exploration
- Phase I ESA – Draft report submitted within 3 to 4 weeks of authorization
- Phase II ESA – Draft report submitted within 2 to 3 after receipt of analytical testing results
- Grant Application Assistance – as dictated by City of Hibbing Schedule and May 1, 2025 application deadline

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the geotechnical services (Task 1) described in this proposal for a lump sum fee of **\$16,095**, which includes up to 1 hour of post deliverable consulting time. We will provide the Phase I ESA (Task 2) for a lump sum fee of **\$3,953**, which includes the associated MPCA file review. The Limited Phase II ESA (Task 3) will be conducted on a time and materials basis for an estimated fee of **\$21,013**. The proposed scope of work for the Phase II ESA is based on our preliminary scope of work estimate which may be revised based on the findings of the Phase I ESA. As requested, we are also including a time and materials estimate of **\$2,940** for assisting the City of Hibbing with an application for a DEED Contamination Cleanup and Investigation grant (Task 4).

Additional requests for meetings, consulting or modifications to the reports will be billed at a rate of \$196 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Task 1 - Geotechnical Evaluation (Lump Sum)	
Staking, Utility Clearance and Site Access Preparations	\$4,755
Drilling	8,050
Laboratory Testing	575
Coordination, Engineering Analysis, and Report	2,715
Total	\$16,095
Task 2 - Phase I ESA (Lump Sum)	
Total	\$3,953
Task 3 - Limited Phase II ESA (Time and Materials Estimate)	
Field Work, Equipment and Expenses	\$4,716
Laboratory Analysis	11,671
Reporting and Project Coordination	4,626
Total	\$21,013
Task 4 - Assistance with DEED Grant Application (Time and Materials Estimate)	
Total	\$2,940
Grand Total	\$44,001

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$375 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jared Lubben (JLubben@braunintertec.com) at 218.969.5102.

Sincerely,

BRAUN INTERTEC CORPORATION



Jared D. Lubben
Associate Director



Ted R. Hubbes, PG, CHMM
Senior Manager, Senior Scientist



Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachments:

General Conditions (11/4/2024)

ASTM Practice E1527-21 User Questionnaire

Client Information Request Form for Phase I Environmental Site Assessments

The proposal is accepted, and you are authorized to proceed.

City of Hibbing

Authorizer's Firm



Authorizer's Signature

Betsy Olivanti

Authorizer's Name (please print or type)

Community Development Director

Authorizer's Title

02/06/2025

Date

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

ASTM Practice E1527-21 User Questionnaire

Site: Parcels 139-0050-04672 & 139-0050-04676
9th Avenue West
Hibbing, Minnesota

Name: _____ **Date:** _____

Company: _____

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendment”), the User must conduct the following inquiries. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

(1) Environmental cleanup liens that are filed or recorded against the property.

The types of title reports that may disclose environmental liens include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose environmental liens. Did a search of *recorded land title records* (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the *property* under federal, tribal, state or local law?

(2) Activity and use limitations (AULs) that are in place on the property or that have been filed or recorded against the property.

The types of title reports that may disclose AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose AULs. Did a search of *recorded land title records* (or judicial records where appropriate) identify any AULs, such as *engineering controls*, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law?

(3) Specialized knowledge or experience of the person seeking to qualify for the LLP.

Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4) Relationship of the purchase price to the fair market value of the property if it were not contaminated.

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

(5) Commonly known or reasonably ascertainable information about the property.

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

(a) Do you know the past uses of the *property*? If so, please explain.

(b) Do you know of specific chemicals that are present or once were present at the *property*? If so, please explain.

(c) Do you know of spills or other chemical releases that have taken place at the *property*? If so, please explain.

(d) Do you know of any environmental cleanups that have taken place at the *property*? If so, please explain.

(6) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.

Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*? If so, please explain.

Project/Site Name: _____

So that we may serve you better, please answer the following questions concerning the project Site. If a question does not apply to the Site, write "NA." If you do not know the answer, write "Unknown." Please return the completed form along with one copy of the signed authorization letter.

Client Objectives

A. What is your interest in the Site? Check all that apply.

- ☐ Buying property
- ☐ Refinancing
- ☐ Selling property
- ☐ Development
- ☐ Redevelopment
- ☐ Other: _____

B. In addition to the User, are there any additional entities you would like included on the report for reliance purposes?

C. A final PDF of the report will be provided. If hard copies are needed, how many? _____

D. What is the desired completion date for this project?

Date: _____

E. Do you wish to receive a verbal report before the written report is received?

☐ Yes ☐ No

F. Is confidentiality requested?

☐ Yes ☐ No

If so, to whom is it limited? _____

Site-Specific Information

A. Where is the Site located?

Address: _____

Legal Description: _____

B. Who is the current property owner?

Name: _____
Phone: _____

C. Who will provide access to the property and/or who is the Site contact?

Name: _____
Phone: _____

D. Has any previous environmental work been performed on the Site? Check all that apply.

- ☐ No previous environmental work has been performed
- ☐ Unknown
- ☐ Geotechnical/Soil borings
- ☐ Phase I Environmental Site Assessment
- ☐ Phase II Environmental Site Assessment
- ☐ Soil Vapor/Sub-slab Soil Vapor Investigation
- ☐ Radon Investigation
- ☐ Asbestos/Lead-based Paint Inspections
- ☐ Hazardous Materials Testing
- ☐ Other: _____

If previous environmental work has been performed...

When was it performed? _____

By whom?

Name: _____
Phone: _____

What were the results?

Are copies of the report(s) available?

☐ Yes ☐ No ☐ Unknown

E. Is a current Site plan available? If yes, please provide.

☐ Yes ☐ No ☐ Unknown

F. How large is the property (total acreage)?

_____ acres

G. How is the property currently used? Check all that apply.

- | | |
|---------------------------------------|---|
| ☐ Undeveloped | ☐ Light industrial |
| ☐ Agricultural | ☐ Retail |
| ☐ Residential | ☐ Office Building |
| ☐ Parking Lot | ☐ Warehouse |
| ☐ Commercial | ☐ Other: _____ |

H. What is the proposed use of the property?

I. Are there existing buildings on the property?

☐ Yes ☐ No ☐ Unknown

If yes:

How many buildings? _____

What year was each building originally built? _____

What year(s) was/were any subsequent addition(s) completed for each building?

What is the total square footage of each building and/or additions? _____

Are you aware of any asbestos-containing building materials in any building? _____

Give a brief description and use of each building.

J. What was the property used for in the past?

K. Are there currently or previously any aboveground or underground storage tanks located on the property?

Aboveground storage tanks: ☐ Yes ☐ No ☐ Unknown

Underground storage tanks: ☐ Yes ☐ No ☐ Unknown

If yes:

Where are they located?

What are the sizes and contents of the tanks (e.g., 500-gallon diesel)?

When were the tanks installed?

Are there any maintenance records available for the tanks?

Are the tanks currently being used?

☐ Yes ☐ No ☐ Unknown

If no:

When were the tank(s) closed? _____

Was the MPCA notified? _____

L. Have hazardous chemicals or petroleum products ever been stored at the Site?

Hazardous chemicals: ☐ Yes ☐ No ☐ Unknown

Petroleum products: ☐ Yes ☐ No ☐ Unknown

If yes, which ones? _____

M. Has the property ever been used or is the property currently used for dumping or landfilling?

N. Utilities

Are there any wells or septic systems formerly or currently located at the Site?

Wells: ☐ Yes ☐ No ☐ Unknown

Septic systems: ☐ Yes ☐ No ☐ Unknown

Is the Site connected to city sewer and water?

Sewer: ☐ Yes ☐ No ☐ Unknown

Water: ☐ Yes ☐ No ☐ Unknown

What types of utilities service the Site? Check all that apply.

☐ Unknown

☐ Gas

☐ Electric

☐ Propane

☐ Other: _____

O. Are there any environmental concerns regarding the property or adjoining properties?

P. How are the adjacent properties used?



800 Washington Ave. N. | Suite 207
Minneapolis, MN 55401



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

April 27, 2026

Invoice No: 025-009 - 12

Project 025-009 Hibbing Comprehensive Plan Update - Land Use Chapter

Summary of key tasks performed this period:

- Internal team coordination
- Coordination with Staff
- Community engagement activities and materials
- Attend Open House and PC meeting
- Follow up to open house and final edits
- Prepare for and attend PC public hearing
- Prepare final report and deliverables

Professional Services from February 01, 2026 to April 30, 2026

Task 03 Establihsh Future Land Use

Professional Personnel

	Hours	Rate	Amount	
Professional I				
Colloredo-Mansfeld, Mia	4.00	100.00	400.00	
Shumaker, Carolyn	.25	85.00	21.25	
Totals	4.25		421.25	
Total Labor				421.25
			Total this Task	421.25

Task 04 Preapre Document and Amendment Process

Professional Personnel

	Hours	Rate	Amount	
Associate				
Miller, Jeffrey	41.50	185.00	7,677.50	
Professional I				
Colloredo-Mansfeld, Mia	60.50	100.00	6,050.00	
Hackett, Aimee	7.00	100.00	700.00	

Project	025-009	Hibbing Comprehensive Plan Update	Invoice	12
	Kruse, Analise	6.75 85.00	573.75	
	Totals	115.75	15,001.25	
	Total Labor			15,001.25
		Total this Task		15,001.25

Task	99	Project Expenses
------	----	------------------

Reimbursable Expenses

Mileage and Travel Expense				
3/16/2026	Miller, Jeffrey	Mileage for Open House trip	287.10	
Meals				
3/16/2026	Miller, Jeffrey	Dinner for Open House trip	9.85	
Plotting				
3/17/2026	Thomas Printworks	Plots	39.73	
	Total Reimbursables		336.68	336.68
		Total this Task		336.68

Billing Limits

	Current	Prior	To-Date	
Total Billings	15,759.18	33,506.48	49,265.66	
Limit			45,632.83	
Adjustment				(3,632.83)

Total this Invoice 12,126.35

Betsy Olivanti

05/06/2026
101-46-6500-300
Proj: LUP
Line: PROF



April 20, 2026

Dear Community Leaders and Distinguished Guests,

On behalf of the City of Hibbing and St. Louis County, you are warmly invited to join us for a special gathering on **Thursday, May 28th**, centered on honoring the Hill of Three Waters and recognizing the cultural, historical, and community significance it holds in our region.

This event represents an important step in ongoing efforts to strengthen relationships, elevate Indigenous perspectives, and thoughtfully acknowledge the history of this place alongside Hibbing's industrial legacy.

As a starting point, we would be honored to invite you to participate in a day centered on shared understanding and respectful engagement on Thursday, May 28, starting at 9:30 a.m. at the Hull Rust Mineview, 411 McKinley Street, in Hibbing.

The day will include:

- **10 - 11 a.m.: An unveiling of an Indigenous art exhibit at the Hull Rust Mahoning Mine View**, developed with contributions from Indigenous artists and community members, along with a newly established lookout toward the Hill of Three Waters.
- **11:30 a.m.: A luncheon at Minnesota North College – Hibbing Campus**, featuring Native American cuisine and an opportunity to view the Hill of Three Waters mural.
- **1 p.m.: An optional visit to the Hill of Three Waters**, made possible through partnership with Cleveland-Cliffs. Bus leaves from the college.

We are proud to bring together community and tribal leaders, partners and supporters for this occasion and to continue building connections that honor the past and the future of our region.

We kindly ask that you RSVP by **May 8th** to assist with planning. Please reply to this email or contact St. Louis County Commissioner Mike Jugovich's office at 218-312-8201 or Jugovichm@stlouiscountymn.gov with your response or any questions.

We hope you are able to join us for this important and memorable day.

Sincerely,

Mayor Pete Hyduke
City of Hibbing

Chair Commissioner Michael Jugovich
St. Louis County

Candie Seppala

From: Kim Heye <kimd1234@aol.com>
Sent: Tuesday, April 28, 2026 4:06 PM
To: Candie Seppala
Subject: City Council Meeting 1st week of May

Hello,

My name is Kim Heye, as a local resident, I'm excited to bring a simple and practical transportation option to the community.

I am launching a local transportation service called CHKN Run Area MN, which will connect Hibbing, Keewatin, Nashwauk, and Chisholm through a simple, scheduled loop route.

I would like to request time on the agenda at an upcoming Hibbing City Council meeting to briefly introduce the service and discuss potential stop locations within the city.

The service will operate as a for-hire transportation business with a focus on providing reliable, easy-to-use transit between communities.

My presentation will be brief (approximately 3 minutes), and I will provide a one-page overview for council members.

Please let me know the process for being added to the agenda and the date of the next available meeting.

Thank you for your time and consideration.

Sincerely,
Kim Heye
303-525-3220



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. Uses Permitted in Zoning Districts Ordinance 5.6.26

ORDINANCE NO. 457, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)" BY ADDING NEW DEFINITIONS TO SECTION 11.02 AND BY AMENDING THE 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. The introductory paragraph of Hibbing City Code Section 11.02 entitled "Definitions" is deleted in its entirety.

Section 2. There shall be added to the Hibbing City Code a new introductory paragraph to Section 11.02 entitled "Definitions" reading as follows:

"SEC. 11.02. DEFINITIONS. The following terms, as used in this Chapter, shall have the meanings stated. Items 1 through 120, inclusive, are in alphabetical order. Terms were redefined or added in 2007 and are added in alphabetical order beginning with number 121. Additional terms were added in 2026 and are added in alphabetical order beginning with number 138."

Section 3. That Section 11.02 Subd. 1 entitled "'Accessory Use" or "Accessory Building'" shall be amended to read as follows:

"1. "Accessory Use" or "Accessory Building" - A use or structure subordinate to the principal use of land or a building on the same lot and serving a purpose customarily incidental to the principal use of a structure. A "Shipping Container" shall be considered an "Accessory Building" for the purposes of the zoning ordinance."

Section 4. There shall be added to Hibbing City Code Section 11.02 entitled "Definitions" the following terms beginning with number 138:

"138. "Shipping Container" - Any shipping or cargo container manufactured for storage purposes and transportation thereof, (shipping containers may not be stacked). No hazardous materials may be stored in shipping containers.

139. "Storage" - The generic term describing the safekeeping of goods, without regard to the specific zoning district or manner in which such goods are kept.

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

140. "Storage Building" - Any detached accessory structure which original construction or manufacture is subject to applications for building permit and zoning permit approvals.

141. "Temporary Building" - Any structure conforming to the definition of the Minnesota State Building Code as for temporary buildings that is subject to the applicable permit regulating authority granted to local governments by said State."

Section 5. The table entitled "COMMERCIAL USES permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" shall be amended by adding a new use "Storage, shipping container [See Sec. 11.05, Subd. 3, M; Subd. 4, K and Subd. 4, F, 3]" and indicating that such use is a permitted use (P) in the I-1 (4 per parcel), I-2 (4 per parcel) and AMU-P (2 per parcel) districts. That said table shall indicate that it is a conditional use in the C-3 zone.

Section 6. The table entitled "INDUSTRIAL USES permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" shall be amended by adding a new use "Storage, shipping container [See Sec. 11.05, Subd. 3, M; Subd. 4, K and Subd. 4, F, 3]" and indicating that such use is a permitted use (P) in the I-1 (4 per parcel), I-2 (4 per parcel) and AMU-P (2 per parcel) districts.

Section 7. There shall be added to Hibbing City Code Section 11.05 "USES PERMITTED IN ZONE DISTRICTS", Subd. 3 "Special Provisions for Commercial Uses" a new paragraph M reading as follows:

"M. Storage, shipping container. Except where any such shipping container is used for storage of hazardous combustible materials, the keeping and use of shipping containers will otherwise require a conditional use permit in the C-3 Highway Service Commercial District provided said containers further conform to the zoning regulations of this Chapter as follows:

1. Shipping containers and the lots for such use shall conform to the applicable regulations found in Subd. 2, E, C-3 Zone Districts in Sec. 11.06, and the applicable off-street parking and loading regulations found in Sec. 11.51.

2. Any such container shall not be allowed to be stacked upon another container or structure in the C-3 district.

3. The number and location of said shipping containers will be determined by the Planning Commission through the conditional use permit process and some of the factors to be considered are parcel size and location."

City of Hibbing
Ordinance No. _____, 2nd Series
Crafted January 10, 2026

Section 8. There shall be added to Hibbing City Code Section 11.05 "USES PERMITTED IN ZONE DISTRICTS", Subd. 4 "Special Provisions for Industrial Uses" a new paragraph K reading as follows:

"K. **Storage, shipping container.** Except where any such shipping container is used for storage of hazardous combustible materials, the keeping and use of shipping containers is otherwise a permitted use in the I-1 and I-2 districts provided said containers further conform to the zoning regulations of this Chapter as follows:

1. Shipping containers and the lots for such use shall conform to the applicable regulations found in Subd. 2, E, I-1 and I-2 Districts in Sec. 11.06, and the applicable off-street parking and loading regulations found in Sec. 11.51.

2. Any such contained shall not be allowed to be stacked upon another container or structure in the I-1 and I-2 districts."

Section 9. There shall be added to Hibbing City Code Section 11.05 "USES PERMITTED IN ZONE DISTRICTS", Subd. 4 "Special Provisions for Industrial Uses", paragraph F "Warehousing, storage and wholesaling" a new subparagraph 3 reading as follows:

"3. The keeping and use of shipping containers is a permitted use in the I-1 Light Industry and I-2 General Industry (no more than 4 per parcel), and AMU-P Districts no more than two (2) per parcel provided said containers further conform to the zoning regulations of this Chapter as follows:

(a) Shipping containers and the lots for such use shall conform to the applicable I-1 District regulations found in Sec. 11.06, Subd. 1, and Subd. 2, F, or the I-2 District regulations found in Subd. 1, and Subd. 2, G, of said same Section, or the AMU-P District regulations found in Section 11.40, Subd. 4., and the applicable off-street parking and loading regulations found in Sec. 11.51.

(b) Any use of a shipping container as for storage of hazardous combustible materials shall conform to the applicable regulations found in Sec. 11.05 Subd. 4, Special Provisions For Industrial Uses, including any applicable Federal and State public safety regulations and laws."

Section 10. The table entitled "RESIDENTIAL, AGRICULTURAL AND FORESTRY USES permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" shall be amended by adding a new use "Storage, rural [See Sec.11.05, Subd. 2, J and K]"

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

and indicating that such use is a permitted use (P) in the F-A, A-1, A-R and R-R districts and a conditional use permit for the S-R zone.

Section 11. There shall be added to Hibbing City Code Section 11.05 "USES PERMITTED IN ZONE DISTRICTS", Subd. 2 entitled "Special Provisions for Residential, Agricultural and Forestry Uses" a new paragraph J. and K. reading as follows:

"J. Storage, rural. Except where any such shipping container is used for storage of hazardous combustible materials, the keeping and use of shipping containers is otherwise a permitted use in the above noted Districts provided said containers conform to the additional requirements and the zoning regulations of this Chapter as follows:

1. A limit not to exceed a total of 400 square feet of such containers per parcel in any R-R, F-A, A-1, A-R District, but no such containers will be permitted in any of the above stated districts without an occupied dwelling.

2. Any such container shall not be allowed to be stacked upon another container or structure, or encroach upon any adjoining property line a distance of less than the minimum side and rear yard property line setback regulations of the F-A, A-1, A-R District applicable to the property in question, nor less than 50 feet from such side and rear yard property lines in the R-R District, and for all above Districts no less than 100 feet from any lake, river/stream including any adjoining public property and/or public right-of-way line.

3. That any such shipping containers would be required to be placed at the rear of the parcel.

K. Storage, suburban residential. Except where any such shipping container is used for storage of hazardous combustible materials, the keeping and use of shipping containers in the suburban residential zone will require a conditional use permit. Some of the criteria for the grant of said conditional use permit will be the following:

1. The parcel must be a minimum of 1-acre in size.

2. The shipping container must be placed at the rear of the building.

3. The size and number of containers will be determined by the Planning Commission but the containers will not cover an area larger than 400 square feet."

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2023

Section 12. The table entitled "Industrial Uses permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" to amend the table from "Storage, mini" to "Storage, business".

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Accessory use, structure or building [See 11.05 Subd. 4.A]													P	P				
Acid manufacture [See 11.05 Subd. 4.G]														CU				
Business storage	CU	CU	CU	CU								P	P					
Cement, lime, gypsum or plaster of paris manufacture [See 11.05 Subd. 4.G]														CU				
Crematory [See 11.05 Subd. 4.G] [See 11.05, Subd. 8]			CU											CU				
Distillation of bones, coal, or wood [See 11.05 Subd. 4.G]														CU				
Electrical power facilities [See 11.05 Subd. 4.I]	CU	CU	CU	CU									CU	CU		CU		
Explosives manufacture or storage [See 11.05 Subd. 4.G]														CU				
Fat rendering [See 11.05 Subd. 4.G]														CU				
Fertilizer manufacture [See 11.05 Subd. 4.G]														CU				
Forest processing activities, temporary (ex: portable sawmills, debarking / chipping, transfer yard).	I	I	I	I									I	I		I		

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 16, 2024

Use	F-A	A-I	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Forest processing activities, permanent.	CU	CU	CU											P				
Garbage, offal or dead animals, reduction or dumping [See 11.05 Subd. 4.G]														CU				
Gas manufacture [See 11.05 Subd. 4.G]														CU				
General [See 11.05 Subd. 4.B]													CU	P				
Glue or gelatine manufacture [See 11.05 Subd. 4.G]														CU				
Gravel pits [See 11.54] [See 11.05, Subd. 7]	I	I	I	I										P				
Junk and salvage yards [See 11.05 Subd. 4.H]													CU	P				
Light manufacturing [See 11.05 4.C & F]											CU	CU	P					
Manufacturing [See 11.05 Subd. 4.B]														P	P/CU			
Manufacture of paint products, paper pulp, pyrexlin, inks, soaps, tars, vinegars, salts [See 11.05 Subd. 4.G]														CU				
Petroleum refining (including bulk storage) [See 11.05 Subd. 4.G]														CU				
Railroad stub yard and freight station [See 11.05 Subd. 4.D]													CU	CU				
Smelting of tin, copper, zinc or iron ores [See 11.05 Subd. 4.G]														CU				

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Specialized freight and yard equipment, private utility structures, secondary processing structures and similar specialized structures													CU	CU				
Storage, hazardous combustible materials [See 11.05 Subd. 4.E]													CU					
Storage, shipping container [See 11.05 Subd. 3.M] [See 11.05 Subd. 4.K] [See 11.05 Subd. 4.F.3]													P	P	P			
Warehousing, storage and wholesaling [See 11.05 Subd. 4.F]											CU	P						

Section 13. The table entitled "Commercial Uses permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" shall be amended by adding a use entitled "Business Storage" and adding a use entitled "Storage, shipping container" and the table shall read as follows:

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Accessory uses & structures [See 11.05 Subd. 3.A]						CU				P	P	P	CU					P
Adult Use															CU			
Adult Use - Accessory [See 11.05, Subd. 4.J]										P	P	P	I					
Automobile service station [See 11.52] [See 11.05, Subd. 4.J]										CU	CU	CU	I		CU			
Automobile & truck dealerships, new or used, including lots & shops [See 11.05, Subd. 4.J]											P	P	I		CU			
Automobile rental facilities [See 11.05, Subd. 4.J]											CU	P	I		P			

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Banks (e.g., banks, savings and loans associations, finance companies, including those with drive-up facilities) [See 11.05, Subd. 4.J]										P	P	P	I					P
Aviation, hangers [See 11.05 Subd. 3. L]															P			
Aviation, loading [See 11.05 Subd. 3. L]															P			
Aviation, repair [See 11.05 Subd. 3. L]															CU			
Bed and breakfast facilities [See 11.62]	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU								
Building materials, retail sales/repairs [See 11.05, Subd. 4.J]											P	P	I					
Business and professional offices [See 11.05 Subd. 3.B]									CU	P	P	P	P					P
Business storage	CU	CU	CU										P	P	P			
Campgrounds [See 11.69] [See 11.05, Subd. 4.J]	CU	CU	CU	CU	CU				CU			CU	I					
Car wash [See 11.52]										CU	CU	CU	CU		CU			
Commercial or private recreational uses [See 11.05 Subd. 3.J]	CU	CU	CU										CU	CU	CU			
Commercial parking garages, ramps and lots [See 11.05 Subd. 3.C] [See 11.05, Subd. 4.J]											P	P	I		P/ CU			
Cultural, entertainment and recreational establishments [See 11.05, Subd. 4.J]										P	P	P	I					P

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Child care facility, licensed	P	P	P	P	P	P	P	P	P	P								P
Drive-in theaters [See 11.05, Subd. 4.J]												P	I					
Eating and drinking places [See 11.05 Subd. 3.D] [See 11.05, Subd. 4.J]										P	P	P	I		P			P
Eating places, with drive-in or drive-up facilities [See 11.05, Subd. 4.J]											CU	P	I					
General merchandise retail [See 11.05, Subd. 4.J]											P	P	I					P
Highway convenience [See 11.05 Subd. 3.E] [See 11.05, Subd. 4.J]		CU	CU									P	I					
Home business [See 11.05 Subd. 3.F]	I	I	I	I	I													
Home occupation	P	P	P	P	P	P	P	P	P									
Hospital, medical campus [See 11.05, Subd. 4.J]								CU				CU	I					P
Hotels, motels [See 11.05 Subd. 3.G] [See 11.05, Subd. 4.J]											P	P	I		CU			
Kennel	I	I	I	I	I							I			I			
Medical/dental clinic, neighborhood [See 11.05 Subd. 3.H] [See 11.05, Subd. 4.J]									CU	P	P	P	I					P
Mineral exploration	I	I	I	I										P		I		

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Nursing homes, licensed			P	P	CU	CU	P	P	P	P								
Private clubs [See 11.05 Subd. 3.M] [See 11.05, Subd. 4.J]										P	P	P	I					
Retail and service [See 11.05 Subd. 3.I] [See 11.05, Subd. 4.J]										P	P	P	I		P/ CU			P
Riding stable	I	I	I	I														
Sanitary landfills	CU													CU				
Demolition landfills [See 11.65]														CU		CU		
Shopping centers, malls or plazas [See 11.05, Subd. 4.J]												P	I		CU			
Storage, shipping container [See 11.05 Subd. 3.M] [See 11.05 Subd. 4.K] [See 11.05 Subd. 4.F.3]												CU	P	P	P			
Studios (e.g., art, television, radio, music, dance, conservatories)										CU	P	P	CU					P
Trade and business schools [See 11.05 Subd. 3.L]											P	P	CU					
Transfer station	P	P	P	P	CU									P		P	P	
Veterinary clinic / hospital [See 11.61] [See 11.05, Subd. 4.J]			CU	CU	CU							CU	I		CU			
Wholesale trade, sales offices											P	P	P	P	CU			

Section 14. The table entitled "RESIDENTIAL, AGRICULTURAL AND FORESTRY USES permitted in zoning districts" in Hibbing City Code Section 11.05 "Uses Permitted in Zone Districts" to amend the table by adding a use entitled "Storage, rural" and the table shall read as follows:

Use	F-A	A-I	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Accessory structures [See 11.05 Subd. 2.A]	P	P	P	P	P	P	P	P	P	P	P	P				P		P
Accessory uses [See 11.05 Subd. 2.B]	P	P	P	P	P	P	P	P	P							P		P
Agricultural uses [See 11.05 Subd. 2.G]	P	P	P	P	P										P	CU		
Agriculture, livestock [See 11.05 Subd. 2.G]	P	P	P	P/I	I													
Dwelling, single family [See 11.05 Subd. 2.F]	P	P	P	P	P	P	P	P	P	CU	CU	P				P		P
Dwelling, two family [See 11.05 Subd. 2.F]				CU	CU	CU	P	P	P	CU	CU	P						P
Dwelling, three family [See 11.05 Subd. 2.F]							P	P	P	CU	CU							P
Dwelling, five or more family [See 11.05 Subd. 2.C&F]								P	P	CU	CU	CU						P
Dwelling, recreational [See 11.05, Subd. 2, I.]	P	P	P	P												CU	CU	
Dwelling, four family [See 11.05 Subd. 2.F]							P	P	P	CU	CU							P

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

Use	F-A	A-1	A-R	R-R	S-R	R-1	R-2	R-3	R-4	C-1	C-2	C-3	I-1	I-2	AMU	O	O-1	PD
Dwelling, one (1) single family dwelling for owner or caretaker (and family thereof) [See 11.05 Subd. 2.D]												CU	CU	CU				
Forest management including planting, culture, thinning and harvesting, and wild crop harvesting [See 11.05 Subd. 2 G]	P	P	P	CU											P/CU	P	P	
Game management and wildlife refuge	NP	NP	NP	NP	NP										NP	NP	NP	NP
Group home, single family use [See 11.05 Subd. 2.H]	P	P	P	P	P	P	P	P	P									
Group home, multi-family use [See 11.05 Subd. 2.H]		CU	CU	CU	CU		CU	CU	CU									
Manufactured home park				CU	CU	CU	CU	CU	CU									
Manufactured home park, interim	I	I	I	I	I													
Residence within business [See 11.05 Subd. 2.E]										CU								
Storage, rural [See 11.05 Subd. 2.J] [See 11.05 Subd. 2.K]	P	P	P	P	CU													

Section 15. 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 "Violation a Misdemeanor"

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026

are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 16. 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 date following such publication.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

Andy Borland, City Attorney

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

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted January 10, 2026



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. Downtown Off Street Residential Parking

Staff Report

City staff is proposing an amendment to the City's Zoning Code to Section 11.51: Off-Street Parking and Loading Space. This recommendation stems from the Downtown Parking and Traffic Study underway and was previously discussed with the City Council at the February 18, 2026, workshop.

The amendment would add a new subdivision that reduces the number of required off-street parking spaces for new residential developments within the Downtown District (C-2a and C-2b District). Currently, the Code requires two parking spaces per residential unit across all zoning districts. The proposed change is to better align the City's parking requirements with best practices, industry standards, and current market conditions for a downtown setting.

SEC. 11.51 OFF-STREET PARKING AND LOADING SPACES.

Subd. 6. Downtown Off-Street Residential Parking

A. Purpose and Intent

1. The purpose of this Subdivision is to ensure that new residential development in the C-2a and C-2b District as shown on the Official Zoning Map provides an appropriate amount of off-street parking to meet typical demand while supporting walkability and efficient land use.

B. Applicability

1. This Subdivision applies to all new residential development and any expansion, change of use, or redevelopment that increases the number of dwelling units within the C-2a and C-2b District.

C. Off-Street Parking Requirements

1. A minimum of one (1) off-street parking spaces per dwelling unit shall be provided.

D. Deviation from Off-Street Parking Requirements

1. An applicant may request approval to deviate from the required off-street parking requirements only if a Parking Study, prepared by a qualified professional, is submitted in support of the request.

2. The Planning Commission may recommend a deviation from the off-street parking requirements if the Parking Study demonstrates that the proposed supply will adequately serve the development without creating adverse spillover impacts on public parking or nearby properties.
3. Any recommendation for a deviation from the off-street parking requirements shall be processed in accordance with Section 11.72, Variances, of the City Code.
4. As a condition of approval, the City may require measures supported by the Parking Study, including but not limited to: shared parking arrangements, unbundled parking, transportation demand management measures, residential parking permits, wayfinding/signage, or monitoring and future adjustment.

E. Parking Study – Minimum Contents

1. A Parking Study submitted under Subsection D.1. shall, at minimum:
 - i. Describe the project (unit count, bedroom mix, affordability, proposed parking supply).
 - ii. Inventory the existing parking supply (on-street and off-street) within a defined study area and document applicable time limits, pricing, and restrictions.
 - iii. Measure existing parking utilization at representative peak periods (weekday and weekend, daytime and nighttime as applicable).
 - iv. Provide a parking demand estimate using a recognized methodology and/or comparable local data.
 - v. Evaluate reasonable mitigation measures if the requested deviation is likely to increase parking demand on surrounding streets or lots.
 - vi. Conclude with a recommended parking supply and a clear explanation of assumptions and data sources.



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-2026-03-19

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:

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted March 19, 2026

- 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. 1(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

City of Hibbing
Ordinance No. _____, 2nd Series
Drafted March 19, 2026

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

Approve purchase of front load steel refuse cans with framed lids from Hartels in the amount of \$21,750.00

Strategic Initiative

Purchase of front load steel refuse cans with framed lids

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Attached is a quote from Hartels for the purchase of 10 - 6 yard front load steel cans. Included with the quote are 6 steel framed lids to try in the areas where we have problems with bears.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The quote is in the amount of \$21,750, this is a budgeted item.

Action Requested

Requesting City Council approve the purchase in the amount of \$21,750.00.

Attachments

1. Hartel Quote Front Load Cans and Lids

HARTEL'S DISPOSAL LLC

Estimate

930 HWY 2
PROCTOR, MN 55810
PHONE (218) 729-5446

DATE	ESTIMATE NO.
4/17/2026	130

NAME / ADDRESS
City of Hibbing 401 East 21st Street Hibbing, MN 55746

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Front Load 6.0 Cu. Yard Container "Slant"	10	2,010.00	20,100.00
36"x58" Single Wall Lid with 1" square tube frame	6	275.00	1,650.00
Estimate is good for 7 days			TOTAL \$21,750.00



Request for Council Action

City Council Action

Description of Agenda Item

Lift Station Controls Upgrade - \$43,880.00

Strategic Initiative

Flygt is in the process of sunsetting their older and outdated telemetry equipment. We currently have 8 lift stations that use this outdated equipment. If we do not complete the mission controls update, we will not be able to communicate with these 8 lift stations.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Attached is a quote from Electric Pump to install updated controls in 8 of our lift stations. We have installed this update as part of the last 3 lift station upgrades that we have completed. This will give us the ability to keep communications intact with these lift stations.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The cost for the upgrades for the 8 lift stations is \$43,880.00. We do have funds in the budget for this upgrade.

Action Requested

Asking the City Council to approve the quote from Electric Pump in the amount of \$43,880.00.

Attachments

1. Mission Dialer Replacement



4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Hibbing, MN –
REF: Lift Station Controls Upgrade
DATE: March 16, 2026

Scope

Electric Pump is pleased to offer a Mission controls upgrade to the City of Hibbing's (8) Lift Station sites. This will include the demolition of existing equipment and installation of new Mission Dialers. All new equipment will be tested to verify the functionality of the system. Demonstration and training on the system will be provided to the owners' satisfaction.

The price quoted below is a total cost to install new dialers at all 8 sites

Instrumentation & Control

Equipment and Accessories:

- Five (5) Mission MyDro150 RTU:
- M150 RTUs summarize pump runtimes and pump starts hourly. All alarm data is reported in real-time. Analog data and RTU status are reported hourly. Simultaneous pump runtimes can be reported when two pumps run.
 - NEMA 4X Enclosure
- Three (3) Mission MyDro850 RTU:
- M850 RTUs report pump starts and stops in real-time. Analog values are reported every (2) minutes or on a 5% change. Volumetric flow calculations can utilize this information along with sump volume (as determined by an analog level sensor or fixed entries) to calculate hourly volumetric flow rates.
 - NEMA 4X Enclosure

Freight, Field Services:

- One (1) Lot of freight to jobsite
One (1) Lot of equipment startup & training services
One (1) Lot of controls integration

Total Selling Price: \$43,880.00

Cost Per Site Sold as Package Installed 8 at a Time: \$5,485.00

Cost Per Site If MyDro150 Sold 1 at a Time: \$7,810.00

Cost Per Site If MyDro850 Sold 1 at a Time: \$9,420.00

Note the following:

- Current Estimated Lead Times:
 - o Equipment: 4 – 6 weeks

Thank you for your consideration,
Adam Thoreson (612) 803-2154
cc: Jake Gray (515) 265-2222

Purchase Agreement:

Ship to Address: **(Controls)

ATTN: _____

Tagging Instructions: _____

Note the following:

- Return this purchase agreement to Jake Gray at jdgray@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitute the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Force Majeure; Change of Law or Regulations:
Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached Seller's agreement with Buyer, for any failure or delay in fulfilling or performing any term of such agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes, shortages or difficulties (whether or not relating to Seller's or its supplier's or sub-contractor's workforce), or restraints or delays affecting manufacturing or material sourcing, carriers, vehicles, or other inability or delay in obtaining or transporting supplies of adequate or suitable materials, telecommunication breakdown, power outage, or fuel or energy shortage (any of the foregoing, a "Force Majeure Event"). Seller shall notify Buyer of any Force Majeure Event and make commercially reasonable efforts to mitigate the same to the extent reasonably practicable, and the date of delivery or time for completion of performance, as the case may be, will be extended by a period of time reasonably necessary under the circumstances to overcome the effect of such Force Majeure Event.

The parties acknowledge and agree that any changes of laws, regulations, or other governmental rules, procedures, processes or requirements that cause an increase in the cost of producing or delivering any products or services under or in connection with the Agreement or which occur after Seller accepts an order ("Governmental Changes") have not been reflected in the quoted or

agreed prices. Seller reserves the right to require that the Buyer pay for any new, increased or additional tariffs, duties, levies, surcharges, or like items (however denominated or designated) ("New Governmental Charges") prior to the delivery of any such products or services. Buyer, not Seller, assumes the risk of Governmental Changes and New Governmental Charges.

7. Sales and use tax are not included.
8. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
9. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
10. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
11. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.
12. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. *PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.*
13. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

We need a hard copy of this agreement and/or a Purchase Order to start the submittal process. **

Business Name _____

Street Address _____

City/State/Zip _____

Phone_____ Fax_____

Email_____

Purchase Order Number _____

Purchase Order Amount _____

SIGNATURE_____

DATE_____

**A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax-exempt form must be supplied for our records



Request for Council Action

City Council Action

Description of Agenda Item

Award the 23rd Street Project to Bougalis Inc. in the amount of \$2,426,955.05

Strategic Initiative

Reconstruction of 23rd Street from 9th Avenue East to Hwy 169.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

We opened bids for the 23rd Street Reconstruction Project:

Bougalis Inc.

Base Bid - \$2,334,675.05

Add Alt.1 - \$92,280.00

Total Bid Amount - \$2,426,955.05

KGM Constructors

Base Bid - \$2,337,661.00

Add Alt. 1 - \$103,773.00

Total Bid Amount - \$2,441,434.00

Engineers Estimate

Base Bid - \$2,658,183.80

Add Alt. 1 - \$74,305.00

Total Eng Est. - \$2,732,488.80

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The low bid was from Bougalis Inc. in the amount of \$2,426,955.05. This is a partner project with the HPU, breakdown is as follows:

City Municipal State Aid Funds - \$1,073,078.75

HPU - \$1,353,876.30 (Includes Add Alt. 1)

Action Requested

Requesting the City Council to award the 23rd Street Project to Bougalis Inc. in the amount of \$2,426,955.05.

Attachments

1. 23rd Street Bid Tabulation_040726

BID TABULATION										
2026 EAST 23RD STREET PROJECT - SAP 131-185-010										
LINE NO.	SPEC NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	ENGINEERS ESTIMATE		CONTRACTOR1 BID		CONTRACTOR2 BID	
					UNIT PPRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PPRICE	TOTAL
1	2021.501	MOBILIZATION	L.S.	1.00	\$125,000.00	\$ 125,000.00	\$ 90,000.00	\$ 90,000.00	\$ 122,000.00	\$ 122,000.00
2	2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	L.S.	1.00	\$4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00
3	2101.502	CLEARING	EACH	9.00	\$1,000.00	\$ 9,000.00	\$ 1,200.00	\$ 10,800.00	\$ 415.00	\$ 3,735.00
4	2101.502	GRUBBING	EACH	9.00	\$1,000.00	\$ 9,000.00	\$ 600.00	\$ 5,400.00	\$ 555.00	\$ 4,995.00
5	2104.502	SALVAGE SIGN	EACH	21.00	\$200.00	\$ 4,200.00	\$ 50.00	\$ 1,050.00	\$ 55.00	\$ 1,155.00
6	2104.502	REMOVE HYDRANT	EACH	2.00	\$800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,300.00	\$ 2,600.00
7	2104.502	REMOVE GATE VALVE AND BOX	EACH	8.00	\$750.00	\$ 6,000.00	\$ 600.00	\$ 4,800.00	\$ 1,300.00	\$ 10,400.00
8	2104.502	SALVAGE 6" GATE VALVE AND BOX	EACH	1.00	\$450.00	\$ 450.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00
9	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	1.00	\$700.00	\$ 700.00	\$ 1,300.00	\$ 1,300.00	\$ 800.00	\$ 800.00
10	2104.503	REMOVE WATERMAIN	L.F.	423.00	\$12.00	\$ 5,076.00	\$ 10.00	\$ 4,230.00	\$ 15.00	\$ 6,345.00
11	2104.503	REMOVE SEWER PIPE (STORM)	L.F.	50.00	\$15.00	\$ 750.00	\$ 40.00	\$ 2,000.00	\$ 15.00	\$ 750.00
12	2104.503	SWING BITUMINOUS PAVEMENT (FULL DEPTH)	L.F.	1119.00	\$5.00	\$ 5,595.00	\$ 3.50	\$ 3,916.50	\$ 5.65	\$ 6,322.35
13	2104.503	SAWING REINFORCED CONCRETE VAULT STRUCTURE	L.F.	224.00	\$15.00	\$ 3,360.00	\$ 40.00	\$ 8,960.00	\$ 45.00	\$ 10,080.00
14	2104.503	REMOVE CURB & GUTTER	L.F.	3603.00	\$8.00	\$ 28,824.00	\$ 8.00	\$ 28,824.00	\$ 3.85	\$ 13,871.55
15	2104.518	REMOVE CONCRETE WALK	S.F.	16831.00	\$3.00	\$ 50,493.00	\$ 1.50	\$ 25,246.50	\$ 1.55	\$ 26,088.05
16	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S.Y.	178.00	\$25.00	\$ 4,450.00	\$ 18.00	\$ 3,204.00	\$ 22.00	\$ 3,916.00
17	2104.504	REMOVE BITUMINOUS PAVEMENT	S.Y.	8394.00	\$6.00	\$ 50,364.00	\$ 2.50	\$ 20,985.00	\$ 2.10	\$ 17,627.40
18	2104.504	REMOVE CONCRETE PAVEMENT	S.Y.	500.00	\$20.00	\$ 10,000.00	\$ 12.50	\$ 6,250.00	\$ 15.50	\$ 7,750.00
19	2104.618	REMOVE REINFORCED CONCRETE VAULT COVER	S.F.	604.00	\$5.00	\$ 3,020.00	\$ 23.00	\$ 13,892.00	\$ 15.60	\$ 9,422.40
20	2104.618	REMOVE REINFORCED CONCRETE VAULT WALL	S.F.	12.00	\$8.00	\$ 96.00	\$ 23.00	\$ 276.00	\$ 200.00	\$ 2,400.00
21	2106.507	EXCAVATION - COMMON (P)	C.Y.	5485.00	\$18.00	\$ 98,730.00	\$ 14.00	\$ 76,790.00	\$ 16.15	\$ 88,582.75
22	2106.507	EXCAVATION - SUBGRADE	C.Y.	650.00	\$28.00	\$ 18,200.00	\$ 16.00	\$ 10,400.00	\$ 18.00	\$ 11,700.00
23	2106.507	STABILIZING AGGREGATE (CV)	C.Y.	650.00	\$55.00	\$ 35,750.00	\$ 55.00	\$ 35,750.00	\$ 20.00	\$ 13,000.00
24	2106.507	SELECT GRANULAR BORROW (CV)	C.Y.	2800.00	\$30.00	\$ 84,000.00	\$ 28.00	\$ 78,400.00	\$ 28.50	\$ 79,800.00
25	2106.601	DEWATERING	L.S.	1.00	\$20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 5,700.00	\$ 5,700.00
26	2106.602	EXPLORATORY EXCAVATION - POT HOLE UTILITIES	HOURL	40.00	\$750.00	\$ 30,000.00	\$ 350.00	\$ 14,000.00	\$ 405.00	\$ 16,200.00
27	2106.61	EXCAVATION EXPLORATORY	HOURL	20.00	\$1,100.00	\$ 22,000.00	\$ 250.00	\$ 5,000.00	\$ 330.00	\$ 6,600.00
28	2108.504	GEOTEXTILE FABRIC TYPE 7	S.Y.	10830.00	\$6.00	\$ 64,980.00	\$ 4.00	\$ 43,320.00	\$ 4.00	\$ 43,320.00
29	2211.507	AGGREGATE BASE (CV) CLASS 5	C.Y.	2800.00	\$60.00	\$ 168,000.00	\$ 42.50	\$ 119,000.00	\$ 37.50	\$ 105,000.00
30	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL.	1260.00	\$3.50	\$ 4,410.00	\$ 3.00	\$ 3,780.00	\$ 3.00	\$ 3,780.00
31	2360.509	TYPE SP 9.5 WEAR COURSE MIXTURE (2,C)	TON	800.00	\$78.00	\$ 62,400.00	\$ 84.00	\$ 67,200.00	\$ 91.00	\$ 72,800.00
32	2360.509	TYPE SP 12.5 NON-WEAR COURSE MIXTURE (2,C)	TON	2030.00	\$78.00	\$ 158,340.00	\$ 84.00	\$ 170,520.00	\$ 90.00	\$ 182,700.00
33	2410.507	STRUCTURAL CONCRETE (3G52)	C.Y.	75.00	\$4,250.00	\$ 318,750.00	\$ 4,300.00	\$ 322,500.00	\$ 4,360.00	\$ 327,000.00
34	2433.602	SALVAGE AND REINSTALL DRAINAGE SYSTEM	EACH	3.00	\$3,500.00	\$ 10,500.00	\$ 3,200.00	\$ 9,600.00	\$ 2,500.00	\$ 7,500.00
35	2451.603	AGGREGATE BEDDING	L.F.	100.00	\$10.00	\$ 1,000.00	\$ 35.00	\$ 3,500.00	\$ 20.00	\$ 2,000.00
36	2502.503	4" PERFORATED PE PIPE DRAIN	L.F.	3381.00	\$15.00	\$ 50,715.00	\$ 12.00	\$ 40,572.00	\$ 12.15	\$ 41,079.15
37	2503.503	4" PVC PIPE SEWER	L.F.	7.00	\$75.00	\$ 525.00	\$ 325.00	\$ 2,275.00	\$ 100.00	\$ 700.00
38	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	L.F.	35.00	\$208.00	\$ 7,280.00	\$ 135.00	\$ 4,725.00	\$ 160.00	\$ 5,600.00
39	2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS V	L.F.	8.00	\$247.00	\$ 1,976.00	\$ 345.00	\$ 2,760.00	\$ 410.00	\$ 3,280.00
40	2503.602	CONNECT TO EXISTING STORM PIPE	EACH	2.00	\$1,100.00	\$ 2,200.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
41	2503.602	SEWER/STEAM PIPE CROSSING	EACH	25.00	\$2,500.00	\$ 62,500.00	\$ 3,000.00	\$ 75,000.00	\$ 2,600.00	\$ 65,000.00
42	2504.601	TRENCHLESS PITS	L.S.	1.00	\$50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00
43	2504.601	WATERMAIN TRACING SYSTEM	L.S.	1.00	\$35,000.00	\$ 35,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00
44	2504.602	TEMPORARY WATER SERVICE	EACH	2.00	\$2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00
45	2504.602	1" CORPORATION STOP & SADDLE	EACH	1.00	\$1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
46	2504.602	2" CORPORATION STOP & SADDLE	EACH	1.00	\$1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 1,900.00	\$ 1,900.00
47	2504.602	1" CURB STOP & BOX	EACH	1.00	\$1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
48	2504.602	2" CURB STOP & BOX	EACH	1.00	\$1,400.00	\$ 1,400.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00
49	2504.602	6" GATE VALVE & BOX	EACH	4.00	\$3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,725.00	\$ 14,900.00
50	2504.602	8" GATE VALVE & BOX	EACH	5.00	\$5,000.00	\$ 25,000.00	\$ 5,000.00	\$ 25,000.00	\$ 5,125.00	\$ 25,625.00
51	2504.602	12" GATE VALVE & BOX	EACH	4.00	\$6,000.00	\$ 24,000.00	\$ 8,650.00	\$ 34,600.00	\$ 8,600.00	\$ 34,400.00
52	2504.602	24" GATE VALVE & BOX	EACH	1.00	\$17,000.00	\$ 17,000.00	\$ 43,000.00	\$ 43,000.00	\$ 46,000.00	\$ 46,000.00
53	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	8.00	\$2,500.00	\$ 20,000.00	\$ 3,200.00	\$ 25,600.00	\$ 5,050.00	\$ 40,400.00
54	2504.602	HYDRANT	EACH	4.00	\$9,500.00	\$ 38,000.00	\$ 9,500.00	\$ 38,000.00	\$ 10,750.00	\$ 43,000.00
55	2504.603	1" TYPE PE PIPE (CURB STOP TO FOUNDATION)	L.F.	50.00	\$75.00	\$ 3,750.00	\$ 85.00	\$ 4,250.00	\$ 60.00	\$ 3,000.00
56	2504.603	1" TYPE PE PIPE (MAIN TO CURB STOP)	L.F.	38.00	\$50.00	\$ 1,900.00	\$ 70.00	\$ 2,660.00	\$ 75.00	\$ 2,850.00
57	2504.603	2" TYPE PE PIPE (CURB STOP TO FOUNDATION)	L.F.	100.00	\$80.00	\$ 8,000.00	\$ 100.00	\$ 10,000.00	\$ 83.00	\$ 8,300.00
58	2504.603	2" TYPE PE PIPE (MAIN TO CURB STOP)	L.F.	56.00	\$55.00	\$ 3,080.00	\$ 80.00	\$ 4,480.00	\$ 90.00	\$ 5,040.00
59	2504.603	4" PVC WATERMAIN	L.F.	4.00	\$90.00	\$ 360.00	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00
60	2504.603	6" PVC WATERMAIN	L.F.	204.00	\$100.00	\$ 20,400.00	\$ 110.00	\$ 22,440.00	\$ 102.00	\$ 20,808.00
61	2504.603	8" PVC WATERMAIN	L.F.	254.00	\$110.00	\$ 27,940.00	\$ 120.00	\$ 30,480.00	\$ 153.00	\$ 38,862.00
62	2504.603	12" PVC WATERMAIN	L.F.	98.00	\$120.00	\$ 11,760.00	\$ 200.00	\$ 19,600.00	\$ 182.00	\$ 17,836.00
63	2504.603	12" WATERMAIN (TRENCHLESS)	L.F.	1200.00	\$125.00	\$ 150,000.00	\$ 125.00	\$ 150,000.00	\$ 120.00	\$ 144,000.00
64	2504.603	24" PVC WATERMAIN	L.F.	21.00	\$150.00	\$ 3,150.00	\$ 265.00	\$ 5,565.00	\$ 375.00	\$ 7,875.00
65	2504.604	4" POLYSTYRENE INSULATION	S.Y.	84.00	\$70.00	\$ 5,880.00	\$ 60.00	\$ 5,040.00	\$ 49.00	\$ 4,116.00
66	2504.608	WATERMAIN FITTINGS	POUND	3593.00	\$15.00	\$ 53,895.00	\$ 21.00	\$ 75,453.00	\$ 29.25	\$ 105,095.25
67	2506.502	ADJUST FRAME & RING CASTING	EACH	25.00	\$600.00	\$ 15,000.00	\$ 650.00	\$ 16,250.00	\$ 555.00	\$ 13,875.00
68	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	L.F.	3.00	\$700.00	\$ 2,100.00	\$ 950.00	\$ 2,850.00	\$ 1,300.00	\$ 3,900.00
69	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	L.F.	12.00	\$850.00	\$ 10,200.00	\$ 950.00	\$ 11,400.00	\$ 1,500.00	\$ 18,000.00
70	2506.602	CASTING ASSEMBLY	EACH	2.00	\$850.00	\$ 1,700.00	\$ 1,500.00	\$ 3,000.00	\$ 1,050.00	\$ 2,100.00
71	2506.602	CASTING ASSEMBLY SPECIAL 2	EACH	5.00	\$12,000.00	\$ 60,000.00	\$ 6,450.00	\$ 32,250.00	\$ 5,665.00	\$ 28,325.00
72	2506.602	CASTING ASSEMBLY SPECIAL 3	EACH	1.00	\$12,000.00	\$ 12,000.00	\$ 8,465.00	\$ 8,465.00	\$ 7,600.00	\$ 7,600.00
73	2521.518	4" CONCRETE WALK	S.F.	13520.00	\$10.00	\$ 135,200.00	\$ 9.00	\$ 121,680.00	\$ 8.55	\$ 115,596.00
74	2521.518	6" CONCRETE WALK-REINFORCED	S.F.	2756.00	\$15.00	\$ 41,340.00	\$ 15.85	\$ 43,682.60	\$ 12.30	\$ 33,898.80
75	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	48.00	\$15.00	\$ 720.00	\$ 11.50	\$ 552.00	\$ 11.25	\$ 540.00
76	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L.F.	3596.00	\$28.00	\$ 100,688.00	\$ 26.15	\$ 94,035.40	\$ 23.00	\$ 82,708.00
77	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S.Y.	385.00	\$100.00	\$ 38,500.00	\$ 106.85	\$ 41,137.25	\$ 92.00	\$ 35,420.00
78	2531.618	TRUNCATED DOMES	S.F.	194.00	\$75.00	\$ 14,550.00	\$ 61.10	\$ 11,853.40	\$ 63.00	\$ 12,222.00
79	2540.602	PREFABRICATED RAMP (FOR TEMP WATER) - ROADWAY	EACH	2.00	\$1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,700.00	\$ 3,400.00
80	2563.601	TRAFFIC CONTROL	L.S.	1.00	\$75,000.00	\$ 75,000.00	\$ 15,445.00	\$ 15,445.00	\$ 7,800.00	\$ 7,800.00
81	2573.501	STABILIZED CONSTRUCTION EXIT	L.S.	1.00	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,700.00	\$ 2,700.00
82	2573.502	STORM DRAIN INLET PROTECTION	EACH	20.00	\$350.00	\$ 7,000.00	\$ 250.00	\$ 5,000.00	\$ 300.00	\$ 6,000.00
83	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L.F.	60.00	\$5.00	\$ 300.00	\$ 10.00	\$ 600.00	\$ 12.00	\$ 720.00
84	2574.507	TURF ESTABLISHMENT	L.S.	1.00	\$50,000.00	\$ 50,000.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00
85	2582.503	6" SOLID LINE PAINT	L.F.	2198.00	\$1.60	\$ 3,516.80	\$ 2.25	\$ 4,945.50	\$ 1.80	\$ 3,956.40
86	2582.503	6" BROKEN LINE PAINT	L.F.	850.00	\$2.00	\$ 1,700.00	\$ 0.25	\$ 212.50	\$ 2.15	\$ 1,827.50
87	2582.503	24" SOLID LINE PAINT	L.F.	1792.00	\$5.00	\$ 8,960.00	\$ 6.70	\$ 12,006.40	\$ 5.20	\$ 9,318.40
88	2582.518	CROSSWALK PAINT	S.F.	2220.00	\$3.50	\$ 7,770.00	\$ 2.80	\$ 6,216.00	\$ 3.85	\$ 8,547.00
89	2104.503	SAWING REINFORCED CONCRETE VAULT STRUCTURE	L.F.	430.00	\$15.00	\$ 6,450.00	\$			



Request for Council Action

City Council Action

Description of Agenda Item

23rd Street Project Testing - NTS \$20,160.00

Strategic Initiative

23rd Street is a Municipal State Aid Street, we are required to provide Materials Testing on the concrete and soils.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

I received two proposals for materials testing on the 23rd Street Construction Project:

NTS - \$20,160.00

Braun Intertec - \$35,185.50

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Low quote was from NTS in the amount of \$20,160.00. We will be reimbursed this expense through our State Aid Funds.

Action Requested

Asking the City Council to approve the proposal from NTS in the amount of \$20,160.00.

Attachments

1. NTS Proposal
2. Braun Testing Proposal



March 19, 2026

Jeremy Aho
Engineering Department
Hibbing City Hall
401 East 21st Street
Hibbing, MN 55746
jeremyaho@hibbingmn.gov
Phone: 218.312.1570

RE: Construction Materials Testing for City of Hibbing 23rd Street Reconstruction
S.A.P. 131-185-010
NTS Project 23527

Mr. Aho,

We appreciate the opportunity to supply a cost estimate to conduct construction materials testing, inspection, and documentation for the above referenced project. Since this project is a state-aid project, it is our intent to test according to the SALT guide and schedule of materials. We have reviewed the plans and specifications and propose to supply the services described below.

Scope of Services

- 1. Concrete Testing and Inspection:** NTS will conduct all field and lab tests on concrete utilizing an ACI certified technician. It is our intent to test **1 test for each day's pour**, or **1 test for each 100 cubic yards placed**, or fraction thereof per the Specifications. The field technician will conduct air content, temperature, slump test, cast 4 concrete cylinders, and provide general oversight in the proper application of concrete. The cylinders will need to cure onsite overnight, and then NTS will pick up the cylinders and perform the 3 compressive strength tests in the laboratory after 28 days of wet curing under controlled conditions.

NTS has estimated of **15 pours** will be conducted for sidewalk, approaches, and curb & gutter. Actual number of tests/visits will be dependent on the Contractor's style of work.

NTS will perform weekly concrete plant monitoring in accordance with State Aid guidelines. While NTS is prepared to conduct independent verification gradations with the concrete producer to ensure compliance, we will seek to coordinate with other certified agencies performing State Aid work. When the opportunity arises to utilize shared verification results, NTS will do so to eliminate redundant testing and provide cost savings to the project.

2. **Bituminous Testing and Inspection:** NTS will provide a MNDOT-certified field technician/engineer to conduct plant inspection services as needed for bituminous paving. NTS will also conduct bituminous laboratory Quality Assurance (QA) laboratory analysis on the collected bituminous samples and review QC data generated by the bituminous contractor. NTS does not anticipate collecting pavement cores or conducting field density measurements of compacted bituminous pavement.

NTS has estimated a total of **3** days of bituminous plant monitor and **3** bituminous QA samples to be run.

3. **Additional Testing, Inspection, and Engineering:** It is not uncommon to encounter unexpected field conditions when conducting large infrastructure improvement projects. NTS maintains a staff of licensed geotechnical and environmental engineers to create quick solutions to unforeseen circumstances to maintain project progression. Hourly rates have been included for engineering staff but no hours included in the proposal. If no engineering services are required, this line item will not be utilized.
4. **Field and Laboratory Reporting:** All field, laboratory, and inspection results will be transmitted to you (and to any other people you designate), in a timely manner via our client portal.
5. **Project Coordination:** All of the above work will be coordinated by the NTS Project Manager, and this coordination time is included as part of the attached cost estimate.

NTS will bill you for the **actual requested work on a time and materials basis**, in accordance with the unit rates provided. If less or additional services are requested beyond those outlined in the Scope of Services discussed above, then there may be a need to submit a Change Order to amend the above estimate. However, any potential changes in the estimated scope will be communicated to you in timely manner.

The cost to conduct the above scope of work is estimated to be: **Base Bid \$20,160.**

A breakdown of the cost is attached hereto as Exhibit A.

Terms and conditions: This proposal is subject to the terms and conditions attached hereto as Exhibit B, which terms and conditions are incorporated into this Proposal by reference.

If this Proposal is acceptable, please sign in the space provided below and return it to NTS as our authorization to proceed. By signing this proposal, you are agreeing to the Standard Terms that are attached to this proposal.

If you have any questions, please feel free to contact myself, Daniel Trygstad, by phone at (435) 250-4001 or dtrygstad@netechnical.com.

City of Hibbing 23rd Street Reconstruction
SAP 131-185-010
March 19, 2026



Sincerely,
Northeast Technical Services, Inc
Daniel Trygstad
Project Manager

A handwritten signature in black ink, appearing to read "Daniel Trygstad".

Enclosure: Exhibit A-cost estimate
Exhibit B-terms and conditions

Signatures

This cost estimate, presented by NTS, is hereby accepted and executed by a duly authorized signatory with the full authority to act for and in the name of the party to whom this document is addressed.

Signature _____

Printed Name _____

Title _____

Date _____

Cost Estimate
23rd Street Reconstruction
City of Hibbing



Description	Estimate of Service	Units	Unit Rate	Total
Concrete Testing				
Concrete Field Testing	90	hours	\$95.00	\$ 8,550.00
Compressive Strength Tests	60	test	\$35.00	\$ 2,100.00
Concrete Plant Monitoring	15	hours	\$95.00	\$ 1,425.00
Concrete Verification Gradations	8	test	\$95.00	\$ 760.00
Bituminous Testing				
Bituminous plant monitor	24	hours	\$95.00	\$ 2,280.00
2360 QA Bituminous Laboratory Analysis	3	ea	\$750.00	\$ 1,500.00
Project Management				
Project Manager	16	hours	\$140.00	\$ 2,240.00
Principal Engineer	0	hours	\$170.00	\$ -
Truck Mileage	1800	miles	\$0.725	\$ 1,305.00
TOTAL				\$ 20,160.00

STANDARD TERMS – PROFESSIONAL SERVICES



1.0 NTS Responsibilities

Services: NTS agrees to perform the services (the “Work”) for the client in accordance with the referenced proposal which is a part of these terms and conditions. Work does not include costs incurred for responding to, or complying with, subpoenas, depositions, testimony, or document retrieval that arise out of performance of the Work. The client agrees to pay for any such additional costs promptly after presentation of all invoices by NTS.

Standard of Care: In performing the Work, NTS will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of NTS’ professions practicing in the same locality.

Licensing/Compliance with Laws: NTS agrees to preserve the existence of all licenses necessary to the operation of its business and relating to the Work. NTS will comply with all laws which are applicable to its activities under this Agreement.

Independent Contractor: In performing the Work under this Agreement, NTS will operate as, and have the status of, an independent contractor, and will not act as, or be an employee, representative or agent of the client. NTS will select means, methods, techniques, sequences, and procedures used in providing the Work. If the client directs NTS to deviate from NTS’ chosen protocols, the client agrees to hold NTS harmless from all claims, damages, and expenses arising out of that direction.

Indemnity: NTS will defend, indemnify, and hold harmless the client, its officers and employees, from and against all actions, claims, damages, and expenses, caused by the negligent acts or omissions of NTS. However, NTS shall not be liable to the client or any third party for special, incidental, consequential or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

Client’s Subcontractors: NTS’ duties do not include supervising the client’s contractors, or commenting on, supervising, or providing the means and methods of their work, unless NTS accepts those duties in writing.

Safety: NTS has responsibility for the health, safety, and welfare of its employees and subcontractors. NTS will comply with all applicable governmental agency health and safety regulations. If NTS becomes aware of a hazard, NTS will use its best efforts to notify the client.

Confidentiality: Confidential documents and information provided by the client to NTS will be maintained in confidence except as required by law or as specified in separate confidentiality agreement.

Insurance: NTS will maintain the following insurance policies and minimum limits: a) workers’ compensation – statutory; b) general liability- \$1,000,000 per occurrence; \$2,000,000 aggregate; c) automobile liability - \$1,000,000 combined single limit; d) professional liability - \$5,000,000 per occurrence; \$5,000,000 aggregate. Certificates showing proof of insurance will be provided to the client upon request.

Record Retention: NTS will retain analytical data for seven years and financial data for three years following completion of Work.

2.0 Client Responsibilities

Access: Client grants NTS and its subcontractors the right of entry to the site upon which the Work is to be performed and unimpeded use of the site for performance of the Work. If the Work requires entry to property not owned by the client, the client will obtain access permits from the owner of the site.

Information: The client agrees to promptly provide NTS with all information, plans, changes in plans, and data of which the client has knowledge, including known or suspected hazardous substances that may affect the Work (the “Information”). The client agrees to hold NTS harmless from all actions, claims, damages, losses, and expenses resulting from the client’s failure to provide information to NTS in a timely manner. If the client has specific health and safety programs or policies, they must be disclosed to NTS prior to the commencement of the Work.

Authorizations and Permits: Unless otherwise agreed to in writing, it shall be the responsibility of the client to secure and maintain all government authorizations, local approvals, licenses and operational permits which may be required by federal, state, or local authorities as a condition of performing the Work.

Indemnity: The client will defend, indemnify and hold harmless NTS, its officers and employees, from and against all actions, claims, damages, and expenses caused by negligent acts and omissions of the client or of any other parties contracting with the client on the project, and other persons to whom the client is legally responsible.

3.0 Compensation

Payment: The client will pay NTS for the Work according to the Proposal. The client agrees to notify NTS of billing disputes within fifteen days of the date of invoice. The client agrees to pay all undisputed portions of the NTS invoice within thirty days of the date of invoice. For undisputed balances not paid within said thirty-day period, the client agrees to pay interest on the unpaid balances beginning thirty days after the date of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. If NTS commences legal action to collect compensation for the Work, the client agrees to pay NTS’ collection expenses, including reasonable attorney fees.

Third Party Billing: If the client directs NTS to invoice a third party, NTS will do so; however, the client remains responsible for payment to NTS under this Agreement.

4.0 General Provisions

Entire Agreement: This agreement constitutes the entire agreement between NTS and the client and supersedes all prior or contemporaneous communications, representations or agreements whether written or oral. Only a writing signed by both parties making specific reference to the provision modified may modify this agreement.

Assignment: Neither NTS nor the client shall assign this agreement without the written approval of the other; however, NTS may engage appropriately skilled subcontractors or affiliates of NTS to perform any part of the Work.

Termination: Either party may terminate this agreement by providing written notice of the same to the other. In the event of termination, the client agrees to pay NTS for costs, expenses and services performed prior to the termination date and all other costs and expenses incurred which are directly attributable to termination.

Ownership of Reports: NTS' reports, notes, calculations, and other written or electronic documents are only for the client's use and for the purposes disclosed by the client to NTS. The client will not use or transfer reports to others for purposes for which they were not prepared without the prior written consent of NTS, which consent will not be unreasonably withheld.

Disputes: Disputes other than collection matters will be submitted to Alternative Dispute Resolution (ADR) as a condition precedent to litigation. Each party will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. The law of the state of Minnesota will govern all disputes.

Waiver: Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.

Third Party Beneficiary: This agreement is to be construed and understood solely as an agreement between NTS and the client and shall not be deemed to create any rights in any other person.

April 7, 2026

Proposal 10009378_001

Jesse Story, PE
City of Hibbing
401 East 21st Street
Hibbing, MN 55746

Re: Proposal for Construction Materials Testing Services
East 23rd Street Reconstruction
SAP 131-185-010
East 23rd Street, from 9th Avenue to Highway 169
Hibbing, Minnesota

Dear Mr. Story:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for East 23rd Street Reconstruction in Hibbing, Minnesota.

With more than 1,000 employee owners, Braun Intertec provides you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Hibbing Office is located within 2 miles of the site, minimizing travel times and trip expenses. **Due to the project location being so near to our office and our wish to help support the communities we operate within, we have removed fees associated with trip charges for our proposed scope of services.** This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

We have a history of completing projects with the City of Hibbing including working with you on projects such as the 2025 23rd Street Reconstruction and the Bridge 69L31 project. We believe that our past reputation and record of performance should be considered when evaluating this proposal.

Our Understanding of Project

We understand this project will include the construction of pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with new bituminous pavements. Improvements to the sanitary, storm, and water main utilities will also be part of this project.

We understand testing in relation to the utility work on the project will not be part of our scope of services.



This project is a City of Hibbing project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2025 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2023 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by the City of Hibbing, dated March 11, 2026 and March 12, 2026, respectively.
- Project Addenda numbered 1 and 2, dated March 30, 2026 and April 6, 2026, respectively.
- Discussions with Mr. Jeremy Aho regarding the project and our proposed scope of services.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Plant Tester
- Bituminous Street Inspector
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing



Accredited Laboratory

In the 2023 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the state. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on select granular borrow materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill and aggregate base materials.
- Perform gradation tests on stabilizing aggregate, select granular borrow, aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.



- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Concrete contractor's gradation, moisture and #200 wash test results.



- Concrete contractor's copies of cement and fly-ash bill of ladings.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 6 trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on granular materials will be performed using the Dynamic Cone Penetration (DCP) method; we assume 2 trips will be required to complete the testing.
- We assume compaction testing on aggregate base will be performed using the Dynamic Cone Penetration (DCP) method; we assume 9 trips will be required to complete the testing.
- We assume 12 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume one coarse aggregate and one fine aggregate in the ready mix concrete.
- We assume bituminous paving will be completed in 5 days for this project.
- We assume MnDOT will calibrate and certify the ready mix concrete plant.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.



- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$35,185.50**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mickale Endres at 507.514.0514 or MEndres@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Mickale L. Endres, PE
Senior Manager, Senior Engineer

Jared D. Lubben
Associate Director

Attachments:
Fee Estimate
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10009378_001
East 23rd Street Reconstruction

Client:

City of Hibbing
Jeremy Aho
401 E 21ST St
Hibbing, MN 55746-5510
12182623486

Work Site Address:

East 23rd Street, from 9th Avenue to Highway 169
Hibbing, Minnesota 55746

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soil Testing			\$4,634.50
Soil Compaction Testing - Nuclear	12.00	95.00	\$1,140.00
Subgrade Preparation 6 Trips @ 2 Hr	12.00		
Soil Compaction Testing - Non Nuclear	27.50	95.00	\$2,612.50
Select Granular Borrow 2 Trips @ 2.5 Hr	5.00		
Aggregate Base 9 Trips @ 2.5 Hr	22.50		
Soil Sample pick-up	6.00	95.00	\$570.00
Sample Pick Up 4 Trips @ 1.5 Hr	6.00		
Nuclear moisture-density meter charge, per hour	12.00	26.00	\$312.00
Subtask 1.2: Concrete Testing			\$6,720.00
Concrete Testing	24.00	95.00	\$2,280.00
Curb & Gutter 4 Trips @ 2 Hr	8.00		
Sidewalks 6 Trips @ 2 Hr	12.00		
Driveways 2 Trips @ 2 Hr	4.00		
Concrete Cylinder Pick Up	12.00	95.00	\$1,140.00
Cylinder Pick Up 12 Trips @ 1 Hr	12.00		
Concrete Ready Mix Plant Monitoring	24.00	105.00	\$2,520.00
Ready Mix Plant Monitoring 4 Trips @ 6 Hr	24.00		
Project Manager	4.00	195.00	\$780.00
Subtask 1.3: Pavement Testing			\$8,400.00
Asphalt Verification Testing	80.00	105.00	\$8,400.00
Bituminous Plant Monitoring 5 Trips @ 8 Hr	40.00		
Mark and Observe Contractor Coring and Testing 5 Trips @ 8 Hr	40.00		
Subtask 1.4: Laboratory Testing			\$9,941.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	3.00	205.00	\$615.00
Soil Sieve Analysis with 200 wash, each	6.00	170.00	\$1,020.00
Aggregates Sieve Analysis ASTM C136 each	8.00	170.00	\$1,360.00
Concrete Compressive Strength Cylinders ASTM C39 each	36.00	33.00	\$1,188.00
Curb & Gutter 4 Sets @ 3 Qty	12.00		
Sidewalks 6 Sets @ 3 Qty	18.00		
Driveways 2 Sets @ 3 Qty	6.00		
Asphalt Content of Aggregate Base ASTM D6307 each	1.00	200.00	\$200.00
MnDOT Asphalt Verification, per sample	5.00	1,000.00	\$5,000.00
Asphalt Thickness and Density of Core ASTM D3549 each	9.00	62.00	\$558.00
Subtask 1.5: Project Management			\$5,490.00
Project Assistant	6.00	95.00	\$570.00
Project Manager	12.00	195.00	\$2,340.00
Senior Project Manager	3.00	225.00	\$675.00
Project Control Specialist III	3.00	135.00	\$405.00
Final Report	1.00	1,500.00	\$1,500.00
Task 1 Total:			\$35,185.50

	Qty/Hours	Rate	Amount
Project Total			\$35,185.50

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



Request for Council Action

City Council Action

Description of Agenda Item

Cooperative Agreement with the HPU for the 23rd Street Project

Strategic Initiative

Agreement with the HPU for costs associated with HPU utilities on the 23rd Street 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

Attached is the Cooperative Agreement between the City and HPU for costs associated with the 23rd Street Construction Project. The agreement states that the HPU will reimburse the City for their share of the costs associated with the project. The total amount covered by the HPU within the agreement is \$1,353,876.30.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Asking the City Council to support the Mayor, City Clerk, and Administrator to sign the agreement.

Attachments

1. Cooperative Project Agreement_City - HPU
2. Cooperative Project Agreement - Attachment A

**CITY OF HIBBING, MINNESOTA
AND
HIBBING PUBLIC UTILITIES, MINNESOTA

COOPERATIVE PROJECT AGREEMENT**

THIS COOPERATIVE PROJECT AGREEMENT (“Cooperative Agreement”) is made effective as of the 6th day of May, 2026 by and between the **City of Hibbing, Minnesota** acting through its City Council (“City”) and the **Hibbing Public Utilities, Minnesota** (“Utility”) acting through its Board of Commissioners in response to the following situation:

- A. The City, with a resolution of support from the Utility, may award a contract for construction of a municipal project within City limits that includes work on Utility jurisdictional infrastructure (electric, gas, steam, and watermain). The project includes the full street rehabilitation of East 23rd Street from 9th Avenue East to Highway 169, along with the maintenance, replacement and installation of electric, gas, steam facilities, watermain, and other associated construction according to the City’s prepared plans, specifications and special provisions designated by Project number SAP 131-185-010, hereby referred to as the “City Project”.
- B. The City and Utility have mutually agreed that the completion of said improvements jointly as one project is cost effective and efficient for both parties and that the Utility has prepared plans, specifications, and special provisions for the Utility improvements (Utility Project) which shall be incorporated into the City plans, specifications, and special provisions for purposes of bidding, contracting, and constructing the project.
- C. The City Project and Utility Project may be referred to as the “Project” when both the City Project and the Utility Project are referenced at the same time.
- D. The City will pay all the costs of the City Project and associated engineering services.
- E. The Utility will pay all the costs of the Utility Project and associated engineering services.

AGREEMENT

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits.

1.1. **Effective Date.** This Agreement will be effective the date all signatures are affixed hereto and pertains to all preliminary engineering work related to the Project performed prior to the Effective Date of this contract.

1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated for the City Project and the Utility Project have been approved by the City Engineer and General Manager and are on file in the office of the City Clerk and in the office of the General Manager and are incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** The summary of estimated construction costs of the City Project (State Aid) and the Utility Project (Non-Participating) are shown on Exhibit A attached hereto.

2. **Contract Award and Administration.**

2.1. **Direction, Supervision and Inspection of Construction.**

2.1.1. **Supervision and Inspection by the City.** The City will direct and supervise all construction activities performed under the construction contract for the City Project. All contract construction will be performed according to the Project Plans.

2.1.2. **Supervision and Inspection by the Utility.** The Utility will direct and supervise all construction activities performed under the construction contract for the Utility Project. All contract construction will be performed according to the Project Plans.

2.2. **Plan Changes, Additional Construction, Etc.**

2.2.1. The City will make changes to the Project Plans and contract construction, which may include the Utility Project construction covered under this Agreement and will enter into any necessary addenda and change orders with the City's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. Any and all changes to the Utility Project that may be necessary shall be developed and approved by the Utility.

2.2.2. The Utility may request additional work or changes to the work for the Utility Project as part of the construction contract. Such request will be made in

writing to the City, for which the City will cause the additional work or plan changes to be made.

2.2.3. The cost of any additional Utility requested work and Project Plan changes, including associated construction engineering shall be paid by Utility pursuant to Section 4.3

2.3. **Satisfactory Completion of Contract.** The City will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Utility will determine if the construction of the Utility Project has been completed in a satisfactory manner.

3. **Maintenance by the City and Utility.** Upon completion of the Project, the City and Utility will provide maintenance of their respective jurisdictional facilities.

4. **Basis of City and Utility Cost.**

4.1. **Exhibit A.** Exhibit A includes all anticipated City Project (State Aid) and Utility Project (Non-Participating) construction participation items and/or percentages covered under this Agreement. Exhibit A includes contract unit prices at the time a construction contract is awarded for the Project.

4.2. **City Participation Costs.** The City will be responsible for paying the City participating items (State Aid) and/or percentages indicated on Exhibit A.

4.3. **Utility Participation Costs.** The Utility will be responsible for paying the Utility participating items (Non-Participating) and/or percentages indicated on Exhibit A.

4.4. **Construction Engineering Costs.** The City will pay construction engineering costs incurred in connection with the construction engineering and construction supervision for the City Project (State Aid) and the Utility will pay the construction engineering and construction supervision costs incurred in connection with the construction engineering for the Utility Project (Non-Participating).

5. **City and Utility Cost and Payment by the City and Utility.**

5.1. **Utility Cost.** \$1,353,876.30 (including Add Alternate 1) is the Utility share of the costs of the contract construction for the Utility Project (Non-Participating) as shown in Exhibit A.

5.2. **Payment of Utility Costs.** The Utility will provide to the City no more than monthly, a statement of quantities for partial payment of work completed by the Contractor on the Utility Project (Non-Participating). The City Engineer shall prepare monthly partial payment estimates for review and approval by the General Manager prior to submittal to the Contractor. Upon written approval of the Utility and General Manager, the Utility will

pay the amount approved by wire transfer within two (2) business days of the approval by the City.

5.3. Final Payment by the City and Utility. Upon completion of all contract construction and upon computation of the final amount due the City's contractor, the City Engineer will prepare a Final Exhibit A and submit a copy to the Utility. The Final Exhibit A will be based on final quantities and include all City and Utility participation construction items. Final payment of Utility costs shall be made to the City in accordance with 5.2.

6. Authorized Representatives. Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The City's Authorized Representative will be:

Name/Title: Jesse Story, P.E.
Address: 401 East 21st Street, Hibbing MN 55746
Telephone: 218-312-1571
E-Mail: jessestory@hibbingmn.gov

6.2. The Utility's Authorized Representative will be:

Name/Title: Luke Peterson (or successor)
Address: 1902 East Sixth Avenue, Hibbing, MN 55746
Telephone: (218) 262-7759
E-Mail: Luke.Peterson@hpuc.com

7. Assignment; Amendments; Waiver; Contract Complete.

7.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. **Liability; Worker Compensation Claims.**

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. **Nondiscrimination.** Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. **Government Data Practices.** The City and the Utility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County or City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Utility or the City.

11. **Governing Law; Jurisdiction; Venue.** Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

12. **Termination; Suspension.**

12.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

12.2. **Suspension.** In the event of a total or partial government shutdown, the County may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

13. **Force Majeure.** Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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IN WITNESS WHEREOF, City has caused this Cooperative Construction Agreement to be executed by its duly authorized representatives.

City of Hibbing, Minnesota

ATTEST:

By: _____
Its Mayor

Its City Administrator

By: _____
Its City Clerk

Date _____

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Utility has caused this Cooperative Construction Agreement to be executed by its duly authorized representatives.

Hibbing Public Utilities, Minnesota

By: _____
Its Board Chair

Attest: _____
Its General Manager

[END OF SIGNATURES]

CONTRACTORS BID - BOUGALIS INC. - ATTACHMENT A
2026 EAST 23RD STREET PROJECT - SAP 131-185-010

LINE NO.	NOTE NO.	SPEC NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL STATE AID QUANTITY	TOTAL STATE AID COST	NON-PARTICIPATING QUANTITY	TOTAL PARTICIPATING COST	QUANTITY	TOTAL PROJECT COST
1		2021.501	MOBILIZATION	L.S.	\$ 90,000.00	0.50	\$ 45,000.00	0.50	\$ 45,000.00	1.00	\$ 90,000.00
2		2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	L.S.	\$ 3,000.00	0.50	\$ 1,500.00	0.50	\$ 1,500.00	1.00	\$ 3,000.00
3		2101.502	CLEARING	EACH	\$ 1,200.00	9.00	\$ 10,800.00	0.00	\$ -	9.00	\$ 10,800.00
4		2101.502	GRUBBING	EACH	\$ 600.00	9.00	\$ 5,400.00	0.00	\$ -	9.00	\$ 5,400.00
5		2104.502	SALVAGE SIGN	EACH	\$ 50.00	21.00	\$ 1,050.00	0.00	\$ -	21.00	\$ 1,050.00
6		2104.502	REMOVE HYDRANT	EACH	\$ 800.00	0.00	\$ -	2.00	\$ 1,600.00	2.00	\$ 1,600.00
7		2104.502	REMOVE GATE VALVE AND BOX	EACH	\$ 600.00	0.00	\$ -	8.00	\$ 4,800.00	8.00	\$ 4,800.00
8		2104.502	SALVAGE 6" GATE VALVE AND BOX	EACH	\$ 1,200.00	0.00	\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00
9		2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 1,300.00	0.00	\$ -	1.00	\$ 1,300.00	1.00	\$ 1,300.00
10		2104.503	REMOVE WATERMAIN	L.F.	\$ 10.00	0.00	\$ -	423.00	\$ 4,230.00	423.00	\$ 4,230.00
11		2104.503	REMOVE SEWER PIPE (STORM)	L.F.	\$ 40.00	0.00	\$ -	50.00	\$ 2,000.00	50.00	\$ 2,000.00
12		2104.503	SWING BITUMINOUS PAVEMENT (FULL DEPTH)	L.F.	\$ 3.50	1119.00	\$ 3,916.50	0.00	\$ -	1119.00	\$ 3,916.50
13		2104.503	SAWING REINFORCED CONCRETE VAULT STRUCTURE	L.F.	\$ 40.00	0.00	\$ -	224.00	\$ 8,960.00	224.00	\$ 8,960.00
14		2104.503	REMOVE CURB & GUTTER	L.F.	\$ 8.00	3291.00	\$ 26,328.00	312.00	\$ 2,496.00	3603.00	\$ 28,824.00
15		2104.518	REMOVE CONCRETE WALK	S.F.	\$ 1.50	14840.00	\$ 22,260.00	1991.00	\$ 2,986.50	16831.00	\$ 25,246.50
16		2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S.Y.	\$ 18.00	178.00	\$ 3,204.00	0.00	\$ -	178.00	\$ 3,204.00
17		2104.504	REMOVE BITUMINOUS PAVEMENT	S.Y.	\$ 2.50	7578.00	\$ 18,945.00	816.00	\$ 2,040.00	8394.00	\$ 20,985.00
18		2104.504	REMOVE CONCRETE PAVEMENT	S.Y.	\$ 12.50	500.00	\$ 6,250.00	0.00	\$ -	500.00	\$ 6,250.00
19		2104.618	REMOVE REINFORCED CONCRETE VAULT COVER	S.F.	\$ 23.00	0.00	\$ -	604.00	\$ 13,892.00	604.00	\$ 13,892.00
20		2104.618	REMOVE REINFORCED CONCRETE VAULT WALL	S.F.	\$ 23.00	0.00	\$ -	12.00	\$ 276.00	12.00	\$ 276.00
21		2106.507	EXCAVATION - COMMON (P)	C.Y.	\$ 14.00	4950.00	\$ 69,300.00	535.00	\$ 7,490.00	5485.00	\$ 76,790.00
22		2106.507	EXCAVATION - SUBGRADE	C.Y.	\$ 16.00	1600.00	\$ 25,600.00	150.00	\$ 2,400.00	1750.00	\$ 28,000.00
23		2106.507	STABILIZING AGGREGATE (CV)	C.Y.	\$ 55.00	500.00	\$ 27,500.00	150.00	\$ 8,250.00	650.00	\$ 35,750.00
24		2106.507	SELECT GRANULAR BORROW (CV)	C.Y.	\$ 28.00	2525.00	\$ 70,700.00	275.00	\$ 7,700.00	2800.00	\$ 78,400.00
25		2106.601	DEWATERING	L.S.	\$ 8,500.00	0.00	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
26		2106.602	EXPLORATORY EXCAVATION - POTHOLE UTILITIES	HOURL	\$ 350.00	0.00	\$ -	40.00	\$ 14,000.00	40.00	\$ 14,000.00
27		2106.610	EXCAVATION EXPLORATORY	HOURL	\$ 250.00	0.00	\$ -	20.00	\$ 5,000.00	20.00	\$ 5,000.00
28		2108.504	GEOTEXTILE FABRIC TYPE 7	S.Y.	\$ 4.00	9730.00	\$ 38,920.00	1100.00	\$ 4,400.00	10830.00	\$ 43,320.00
29		2211.507	AGGREGATE BASE (CV) CLASS 5	C.Y.	\$ 42.50	2525.00	\$ 107,312.50	275.00	\$ 11,687.50	2800.00	\$ 119,000.00
30		2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL.	\$ 3.00	1135.00	\$ 3,405.00	125.00	\$ 375.00	1260.00	\$ 3,780.00
31		2360.509	TYPE SP 9.5 WEAR COURSE MIXTURE (2.C)	TON	\$ 84.00	720.00	\$ 60,480.00	80.00	\$ 6,720.00	800.00	\$ 67,200.00
32		2360.509	TYPE SP 12.5 NON-WEAR COURSE MIXTURE (2.C)	TON	\$ 84.00	1830.00	\$ 153,720.00	200.00	\$ 16,800.00	2030.00	\$ 170,520.00
33		2410.507	STRUCTURAL CONCRETE (3G52)	C.Y.	\$ 4,300.00	0.00	\$ -	75.00	\$ 322,500.00	75.00	\$ 322,500.00
34		2433.602	SALVAGE AND REINSTALL DRAINAGE SYSTEM	EACH	\$ 3,200.00	0.00	\$ -	3.00	\$ 9,600.00	3.00	\$ 9,600.00
35		2451.603	AGGREGATE BEDDING	L.F.	\$ 35.00	0.00	\$ -	100.00	\$ 3,500.00	100.00	\$ 3,500.00
36		2502.503	4" PERFORATED PE PIPE DRAIN	L.F.	\$ 12.00	3381.00	\$ 40,572.00	0.00	\$ -	3381.00	\$ 40,572.00
37		2503.503	4" PVC PIPE SEWER	L.F.	\$ 325.00	0.00	\$ -	7.00	\$ 2,275.00	7.00	\$ 2,275.00
38		2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	L.F.	\$ 135.00	0.00	\$ -	35.00	\$ 4,725.00	35.00	\$ 4,725.00
39		2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS V	L.F.	\$ 345.00	0.00	\$ -	8.00	\$ 2,760.00	8.00	\$ 2,760.00
40		2503.602	CONNECT TO EXISTING STORM PIPE	EACH	\$ 2,500.00	0.00	\$ -	2.00	\$ 5,000.00	2.00	\$ 5,000.00
41		2503.602	SEWER/STEAM PIPE CROSSING	EACH	\$ 3,000.00	0.00	\$ -	25.00	\$ 75,000.00	25.00	\$ 75,000.00
42		2504.601	TRENCHLESS PITS	L.S.	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00
43		2504.601	WATERMAIN TRACING SYSTEM	L.S.	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
44		2504.602	TEMPORARY WATER SERVICE	EACH	\$ 4,000.00	0.00	\$ -	2.00	\$ 8,000.00	2.00	\$ 8,000.00
45		2504.602	1" CORPORATION STOP & SADDLE	EACH	\$ 1,200.00	0.00	\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00
46		2504.602	2" CORPORATION STOP & SADDLE	EACH	\$ 1,800.00	0.00	\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00
47		2504.602	1" CURB STOP & BOX	EACH	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
48		2504.602	2" CURB STOP & BOX	EACH	\$ 1,600.00	0.00	\$ -	1.00	\$ 1,600.00	1.00	\$ 1,600.00
49		2504.602	8" GATE VALVE & BOX	EACH	\$ 3,500.00	0.00	\$ -	4.00	\$ 14,000.00	4.00	\$ 14,000.00
50		2504.602	12" GATE VALVE & BOX	EACH	\$ 5,000.00	0.00	\$ -	5.00	\$ 25,000.00	5.00	\$ 25,000.00
51		2504.602	24" GATE VALVE & BOX	EACH	\$ 8,650.00	0.00	\$ -	4.00	\$ 34,600.00	4.00	\$ 34,600.00
52		2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$ 43,000.00	0.00	\$ -	1.00	\$ 43,000.00	1.00	\$ 43,000.00
53		2504.602	HYDRANT	EACH	\$ 3,200.00	0.00	\$ -	8.00	\$ 25,600.00	8.00	\$ 25,600.00
54		2504.602	1" TYPE PE PIPE (CURB STOP TO FOUNDATION)	EACH	\$ 9,500.00	0.00	\$ -	4.00	\$ 38,000.00	4.00	\$ 38,000.00
55		2504.603	1" TYPE PE PIPE (MAIN TO CURB STOP)	L.F.	\$ 85.00	0.00	\$ -	50.00	\$ 4,250.00	50.00	\$ 4,250.00
56		2504.603	2" TYPE PE PIPE (CURB STOP TO FOUNDATION)	L.F.	\$ 70.00	0.00	\$ -	38.00	\$ 2,660.00	38.00	\$ 2,660.00
57		2504.603	2" TYPE PE PIPE (MAIN TO CURB STOP)	L.F.	\$ 100.00	0.00	\$ -	100.00	\$ 10,000.00	100.00	\$ 10,000.00
58		2504.603	4" PVC WATERMAIN	L.F.	\$ 80.00	0.00	\$ -	56.00	\$ 4,480.00	56.00	\$ 4,480.00
59		2504.603	6" PVC WATERMAIN	L.F.	\$ 200.00	0.00	\$ -	4.00	\$ 800.00	4.00	\$ 800.00
60		2504.603	8" PVC WATERMAIN	L.F.	\$ 110.00	0.00	\$ -	204.00	\$ 22,440.00	204.00	\$ 22,440.00
61		2504.603	12" PVC WATERMAIN	L.F.	\$ 120.00	0.00	\$ -	254.00	\$ 30,480.00	254.00	\$ 30,480.00
62		2504.603	12" WATERMAIN (TRENCHLESS)	L.F.	\$ 200.00	0.00	\$ -	96.00	\$ 19,600.00	96.00	\$ 19,600.00
63		2504.603	24" PVC WATERMAIN	L.F.	\$ 125.00	0.00	\$ -	120.00	\$ 15,000.00	120.00	\$ 15,000.00
64		2504.603	4" POLYSTYRENE INSULATION	S.Y.	\$ 265.00	0.00	\$ -	21.00	\$ 5,565.00	21.00	\$ 5,565.00
65		2504.604	WATERMAIN FITTINGS	POUND	\$ 60.00	0.00	\$ -	84.00	\$ 5,040.00	84.00	\$ 5,040.00
66		2504.608	ADJUST FRAME & RING CASTING	EACH	\$ 21.00	0.00	\$ -	3593.00	\$ 75,453.00	3593.00	\$ 75,453.00
67		2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	EACH	\$ 650.00	25.00	\$ 16,250.00	0.00	\$ -	25.00	\$ 16,250.00
68		2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	L.F.	\$ 950.00	0.00	\$ -	3.00	\$ 2,850.00	3.00	\$ 2,850.00
69		2506.503	CASTING ASSEMBLY	EACH	\$ 950.00	0.00	\$ -	12.00	\$ 11,400.00	12.00	\$ 11,400.00
70		2506.602	CASTING ASSEMBLY SPECIAL 2	EACH	\$ 1,500.00	0.00	\$ -	2.00	\$ 3,000.00	2.00	\$ 3,000.00
71		2506.602	CASTING ASSEMBLY SPECIAL 3	EACH	\$ 6,450.00	0.00	\$ -	5.00	\$ 32,250.00	5.00	\$ 32,250.00
72		2506.602	CONCRETE CURB AND GUTTER DESIGN B618	EACH	\$ 8,465.00	0.00	\$ -	1.00	\$ 8,465.00	1.00	\$ 8,465.00
73		2521.518	4" CONCRETE WALK	S.F.	\$ 9.00	11529.00	\$ 103,761.00	1991.00	\$ 17,919.00	13520.00	\$ 121,680.00
74		2521.518	6" CONCRETE WALK-REINFORCED	S.F.	\$ 15.85	2756.00	\$ 43,682.60	0.00	\$ -	2756.00	\$ 43,682.60
75		2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$ 11.50	48.00	\$ 552.00	0.00	\$ -	48.00	\$ 552.00
76		2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L.F.	\$ 26.15	3284.00	\$ 85,876.60	312.00	\$ 8,158.80	3596.00	\$ 94,035.40
77		2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S.Y.	\$ 106.85	385.00	\$ 41,137.25	0.00	\$ -	385.00	\$ 41,137.25
78		2531.618	TRUNCATED DOMES	S.F.	\$ 61.10	194.00	\$ 11,853.40	0.00	\$ -	194.00	\$ 11,853.40
79		2540.602	PREFABRICATED RAMP (FOR TEMP WATER) - ROADWAY	EACH	\$ 1,000.00	0.00	\$ -	2.00	\$ 2,000.00	2.00	\$ 2,000.00
80		2563.601	TRAFFIC CONTROL	L.S.	\$ 15,445.00	0.50	\$ 7,722.50	0.50	\$ 7,722.50	1.00	\$ 15,445.00
81		2573.501	STABILIZED CONSTRUCTION EXIT	L.S.	\$ 4,000.00	0.50	\$ 2,000.00	0.50	\$ 2,000.00	1.00	\$ 4,000.00
82		2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 250.00	10.00	\$ 2,500.00	10.00	\$ 2,500.00	20.00	\$ 5,000.00
83		2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L.F.	\$ 10.00	30.00	\$ 300.00	30.00	\$ 300.00	60.00	\$ 600.00
84		2574.507	TURF ESTABLISHMENT	L.S.	\$ 19,000.00	0.50	\$ 9,500.00	0.50	\$ 9,500.00	1.00	\$ 19,000.00
85		2582.503	6" SOLID LINE PAINT	L.F.	\$ 2.25	2198.00	\$ 4,945.50	0.00	\$ -	2198.00	\$ 4,945.50
86		2582.503	6" BROKEN LINE PAINT	L.F.	\$ 0.25	850.00	\$ 212.50	0.00	\$ -	850.00	\$ 212.50
87		2582.503	24" SOLID LINE PAINT	L.F.	\$ 6.70	1792.00	\$ 12,006.40	0.00	\$ -	1792.00	\$ 12,006.40
88		2582.518	CROSSWALK PAINT	S.F.	\$ 2.80	2220.00	\$ 6,216.00	0.00	\$ -	2220.00	\$ 6,216.00
89		2104.503	ADD ALTERNATE 1								
90		2104.618	SAWING REINFORCED CONCRETE VAULT STRUCTURE	L.F.	\$ 40.00	0.00	\$ -	430.00	\$ 17,200.00	430.00	\$ 17,200.00
91		2410.507	REMOVE REINFORCED CONCRETE VAULT WALL	S.F.	\$ 23.00	0.00	\$ -	460.00	\$ 10,580.00	460.00	\$ 10,580.00
			STRUCTURAL CONCRETE (3G52)	C.Y.	\$ 4,300.00	0.00	\$ -	15.00	\$ 64,500.00	15.00	\$ 64,500.00
						TOTAL	\$ 1,073,078.75	TOTAL	\$ 1,353,876.30	TOTAL	\$ 2,426,955.05



Request for Council Action

City Council Action

Description of Agenda Item

Hibbing Public Safety Building Vapor Mitigation

Strategic Initiative

Approval of the vapor mitigation change order for the Hibbing Public Safety Building

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

As part of the findings of acetone and 1,3 butadiene at the Hibbing Public Safety Building Site, we need to install a vapor mitigation system below the concrete slab. The estimated cost put together from our Construction Manager is \$150,000 on the low end and \$278,000 on the high end. We plan to have the packet containing the actual cost for the change order at the council meeting.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Estimated 150k - 278k, will have the actual cost at the council meeting.

Action Requested

Discussion about the change order and action for approval.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Approve the purchase of carbide cutting edges from KRIS Engineering in the amount of \$29,333.78

Strategic Initiative

Owner of Agenda Item

John Yurelich, Superintendent of Public Works, 218.966.4773, johnyurelich@hibbingmn.gov
Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

We purchase these annually for plowing and grading

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact

Budgeted item. 101-43-3100-210

Action Requested

Approve the purchase of carbide cutting edges from KRIS Engineering in the amount of \$29,333.78

Attachments

1. DOC050426



KRIS Engineering, Inc.

1988 247th St
Saint Augusta, MN 56301-6200

Phone # (320) 251-4558

Fax # (320) 251-0018

Quote

Date	Quote #
04/30/2026	17184

Name / Address	Ship To
City of Hibbing 401 E 21st St Hibbing, MN 55746-1854 US	City of Hibbing 1425 E 23rd St Hibbing, MN 55746-3889 US

ATTN		Phone #	Fax # or E-mail	Terms	Rep
John			E-mail	Net 30	JS
Qty	Description			Unit Price	Total
14	1x7x3' Curved Carbide Insert w/Carbide Impregnation, Top Bevel (CIJT873675-ACI) 3/4P, 1-5/8 gauge, 3-3-6 spacing 67#			897.97	12,571.58T
14	1x7x4' Curved Carbide Insert w/Carbide Impregnation, Top Bevel (CIJT874875-ACI) 3/4P, 1-5/8 gauge, 3-3-6 spacing, 90#			1,197.30	16,762.20T
	Subtotal				29,333.78
- This QUOTATION is valid until NOON May 01, 2026 - Availability approximately: 4-5 weeks A.R.O. - Free freight based on the quantity quoted, any changes are subject to re-quote - Prices are based on the quantities quoted. Any changes may effect unit price. For a change in quantities, please request a new quote. * Thank you for the opportunity to quote					

This Quotation does not include sales tax. A surcharge of 3% will be added to all credit card payments. No fee for cash, check, ACH or debit.

Sales Tax (0.0%) \$0.00

Total \$29,333.78