



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, May 20, 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. CLOSED SESSIONS: FOR THE PURPOSE OF REAL PROPERTY PARCELS
140-0106-00110 (3125 14TH AVENUE EAST, HIBBING MN 55746)
PURSUANT TO MN ST SECTION 13D.05SUB.3(C3)**

**IV. CLOSED SESSIONS: FOR THE PURPOSE OF REAL PROPERTY PARCEL
141-0040-00060 (3423 BUNKER ROAD), PURSUANT TO MN ST SECTION
13D.05 SUB.3(C3)**

V. ADDS AND DELETES:

1. ADD: Consent Agenda #26-#31
Department & Committee Reports #4a

VI. APPROVAL OF THE AGENDA:

VII. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of May 6, 2026
2. Approve the Minutes of the Hibbing City Council Workshop of May 6, 2026

VIII. CONSENT AGENDA:

1. Approve Accounts Payable of May 14, 2026, Check #s 182771-182773 in the amount of \$150,000.00
2. Approve Accounts Payable of May 15, 2026, Check #s 182774-182864 and drafts in the amount of \$483,981.83
3. Approve City Payroll ending May 1, 2026 in the amount of \$674,896.27

4. Approve the City Payroll ending May 15, 2026 in the amount of \$107,195.16
5. Approve the contractor agreement with Max Gray Construction for the Library Tech Center and Restroom Renovations.
6. Approve the maintenance agreement with All City Elevator for elevator service and inspection services for City Hall, Library, and Memorial Arena Elevators.
7. Approve the advancement of Kyle Kurtz to Patrol II with the Hibbing Police Department effective May 21, 2026.
8. Approve the Transient Merchant Application request of Randy Domogalla, Domo Enterprises LLC to serve Candy Crave Confections and Domo's Donuts in Hibbing Permit #001523
9. Approve the 2026 Transient Merchant Application of Carolyn Lou Mohawk, Lou Lou's Kitchen, to dispense food in Hibbing Permit #001524
10. Approve the 2026 Transient Merchant License to American Promotional Events dba TNT Fireworks to sell fireworks in the Walmart Parking Lot From June 20- July 5, 2026 Permit # 001525
11. Approve the 2026 Transient Merchant Permit of Kristin DePaulis/A Taste of Italy to sell Italian food in Hibbing Permit #001526
12. Approve the Special Event Permit of the Hibbing Area Chamber of Commerce to hold their Jubilee Festival on 5th, Kid's Carnival on the City Hall Lawn and in front of City Hall and 5th Avenue on Saturday, July 11, 2026
13. Approve the payment to the Hibbing Historical Society for digitization in the amount of \$7,500
14. Authorize the Hibbing City Council to attend the North St. Louis County Home Dedication and Open House on Friday, May 29, 2026 at 11:00 a.m. at 3707 3rd Avenue West
15. Approve the Temporary On-Sale Liquor licenses for the Jubilee events on Friday, July 10, 2026 and Saturday, July 11, 2026
 - a. The Iron House
 - b. Sammy's Pizza
 - c. Mr. Nick's Corner Bar
 - d. Mike's Pub
 - e. The Do You
 - f. Sportsman's Restaurant & Taverna
 - g. Boomtown Woodfire Grill
 - h. Palmer's of Hibbing

i. The Homer Bar

16. Approve the 2026 Fireworks Display Agreement in the amount of \$15,000
17. Offer RESOLUTION NO. 26-05-07 ACCEPTING THE \$2,000 DONATION FROM THE HIBBING FOUNDATION TOWARDS THE SUPPORT OF HIBBING ON HOWARD RECREATION PROGRAM
18. Authorize the hire of Nina Lawryn for Temporary City Services Grounds pending pre-employment contingencies.
19. Approve the amendment to the purchase agreement between the city of Hibbing and the HRA of Hibbing for parcel ID # 140-0290-00619 to extend the date from 06/30/2026 to 06/30/2027 for the Mahoning Manor Development.
20. Approve the Raffle Permit Application Request of the Hibbing Summer Girls Fastpitch Club to hold their raffle on Sunday, July 19, 2026 at Vic Power Park Raffle Permit #26-05-04
21. Approve the Raffle Permit Application Request of the Hibbing Historical Society to hold its raffle at Palmer's of Hibbing on Thursday, June 11, 2026 Raffle Permit #26-05-05
22. Approve the 2026 Transient Merchant License of Lynn Schweiberger/Schweiby's Concessions LLC to sell food in Hibbing Permit #001527
23. Offer RESOLUTION NO. 26-05-06 ACCEPTING A GRANT FROM THE SAINT PAUL & MINNESOTA FOUNDATION FOR THE HIBBING ANIMAL INTAKE IN THE AMOUNT OF \$40,000
24. Approve the Special Event Permit Application of Light After Loss MN to hold the Memorial Picnic/Walk at the Veteran's Park/Hope Remembrance Park on Wednesday, June 3, 2026
25. Authorize the Mayor to sign the Letter of Support for Hibbing Natural Gas Distribution Improvements
26. Approve the 2026 Pawnbroker License Application of T&B Pawn Shop of Hibbing Inc, 2530 1st Ave Permit #001527
27. Approve the equipment rental agreement with Turf Tank for the rental of line painting equipment.
28. Authorize the hire of Krista Swanson for the Temporary Animal Care Attendant position pending pre-employment contingencies.
29. Authorize the hire of McKenzie Powell for the Temporary Animal Care Attendant position pending pre-employment contingencies.

30. Approve the 2026 Transient Merchant License of Tonja Mattson/The Tastey Hub LLC to sell food in Hibbing
Permit # 001528
31. Approve the quarterly cash and investment report for the quarter ending March 31, 2026
32. Set the next Hibbing City Council Meeting for Wednesday, June 3, 2026 at 5:00 p.m. in the Hibbing City Hall Council Chambers
33. Set the next Hibbing City Council Workshop Meeting for Wednesday, June 3, 2026 following the 5:00 p.m. Hibbing City Council Meeting in the City Council Chamber

IX. PUBLIC FORUM:

X. CITY COUNCIL REPORTS:

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

XI. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. Authorize the Mayor to sign the 24CFR Part 58 Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects for Cobb Cook Place and phase 1 of New Haven Drive.
- b. Authorize the Mayor to sign the FONSI and Request for the Release of Funds for Cobb Cook Place and phase 1 of New Haven Drive.
- c. Rescind Resolution 26-04-04 Cobb Cook Place DEED Cleanup Grant.
- d. Rescind Resolution 26-04-05 Cobb Cook Place DEED Cleanup Grant Signatures and Local Match.
- e. APPROVE RESOLUTION 26-05-07 AUTHORIZING THE HOUSING AND REDEVELOPMENT AUTHORITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT CLEANUP GRANT PROGRAM FOR COBB COOK PLACE LLLP.

2. City Engineering Jesse Story

- a. Approve the agreement with Widseth for Phase 1 of the Highland Hills Development in the amount of \$29,700.

3. Building Official Pat Green

- a. Approve a Conditional Use Permit request of George Bougalis, 2115 East 41st St., Hibbing, MN 55746 to allow for the construction of a 20 ft. x 34 ft. addition onto the existing detached garage in the R-1, Single Family Residence District, and the Hibbing City Code of Ordinances, which is permitted only with a Conditional Use Permit.

4. City Attorney Andy Borland

- a. Offer ORDINANCE NO. 457 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.

5. City Administrator Greg Pruszinske

- a. City Administrator's Report

XII. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. City Paving Project - Change Order - \$25,000 - \$35,000

2. City Services Director Nick Arola

- a. Award project to Max Gray Construction for the Memorial Building Ammonia Room Repairs in the amount of \$775, 000.
- b. Award the quote from LVC to move forward with phase one of Hibbing Memorial Arena fire alarm system in the amount of \$65,455.
- c. Award the quote from Range Cornice Roofing for roof replacement on a portion of the Hibbing Memorial Building in the amount of \$79,707.

3. Chief of Police Steve Estey

- a. Approve the purchase of (5) Axon Taser 10 bundles in the amount of \$24,990.00 from Axon. This is an annual budget item from small tools.

XIII. ADJOURNMENT:

5/15/2026 12:23 PM
PACKET: 04084 Regular Payments 5/15/26
VENDOR SET: 01
BANK : APBNK US BANK

A / P CHECK REGISTER

PAGE: 1

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000658	AIRGAS USA, LLC							
	I-5524034477	OXYGEN	R	5/15/2026		65.55CR	182774	
	I-5524034618	PARKS ARGON/ACETYLENE/OXYGEN	R	5/15/2026		199.35CR	182774	
	I-5524034796	PW ACETYLENE/ARGON/HELIUM/OXYG	R	5/15/2026		826.35CR	182774	
	I-9171640898	OXYGEN INDUSTRIAL 20 CGA 540	R	5/15/2026		35.19CR	182774	
	I-9500958492	AMB APR 26 ARGON/OXYGEN	R	5/15/2026		3,498.43CR	182774	4,624.87
005736	AP MIDWEST LLC							
	I-CHW PAY APP #1	CITY HALL WINDOWS PAY APP #1	R	5/15/2026		64,852.51CR	182775	64,852.51
003467	AT&T MOBILITY							
	I-287290853786 APR26	ACT 287290853786 APR 26	R	5/15/2026		3,717.57CR	182776	
	I-287311447666 APR26	ACT 287311447666 APR 26	R	5/15/2026		1,857.66CR	182776	5,575.23
005772	B32 ENGINEERING GROUP, INC.							
	I-4133	ICE SYSTEM SVCS THRU 4/25/26	R	5/15/2026		10,045.13CR	182777	10,045.13
001744	BARR ENGINEERING 2							
	I-23691031.02-6	41ST DITCH CLEAN 3/21-4/17/26	R	5/15/2026		3,686.00CR	182778	3,686.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-JUNE 26 40001	ACT 2007540001 JUNE 26	R	5/15/2026		7,149.00CR	182779	7,149.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-JUNE 26 41000	ACT 1001651141000 JUNE 26	R	5/15/2026		23,874.00CR	182780	23,874.00
002495	BOUND TREE MEDICAL							
	I-86181642	MONITORING STETHOSCOPE	R	5/15/2026		194.99CR	182781	
	I-86191710	CURAPLEX TRITONGRIP GLOVES	R	5/15/2026		401.80CR	182781	
	I-86200484	COLD PK-LRG/7 IN PRESS EXTEN S	R	5/15/2026		321.32CR	182781	
	I-86200485	HOT PACK-LARGE	R	5/15/2026		139.34CR	182781	1,057.45
000319	BW DISTRIBUTING							
	I-49169	DAZZLE/STREAK/DRY LUBE/THRUST	R	5/15/2026		419.96CR	182782	
	I-49170	SHOP SOLVE 2495	R	5/15/2026		140.99CR	182782	560.95
000046	CARQUEST AUTO PARTS							
	C-5077-217049	CORE RETURN	R	5/15/2026		22.00	182783	
	I-5077-216901	BRTY-PLATINUM AGM	R	5/15/2026		238.08CR	182783	
	I-5077-216961	SPARK PLUG	R	5/15/2026		5.03CR	182783	
	I-5077-216964	PC 5W30 FULL SYN/ENG OIL FLT	R	5/15/2026		63.88CR	182783	
	I-5077-216994	XL COMBWRNCH 9/16, 3/4, 7/16	R	5/15/2026		53.63CR	182783	
	I-5077-217048	BTRY-PLATINUM	R	5/15/2026		238.08CR	182783	
	I-5077-217116	4G-4FFORX/SYDR FITTING/HOSE	R	5/15/2026		57.61CR	182783	
	I-5077-217147	HYDRA FITT/12GS EA GATE/12G-12	R	5/15/2026		289.49CR	182783	
	I-5077-217156	ENGINE OIL FILTER	R	5/15/2026		8.00CR	182783	
	I-5077-217167	LUBE SPINON/FUEL WTR SEP/AIR F	R	5/15/2026		170.50CR	182783	
	I-5077-217184	OIL FILTER/CONV OIL 5W20	R	5/15/2026		142.64CR	182783	
	I-5077-217196	ATV 4 STROKE 10W40	R	5/15/2026		14.28CR	182783	
	I-5077-217208	EMERGENCY LIGHT	R	5/15/2026		100.49CR	182783	
	I-5077-217216	EMERGENCY LIGHT	R	5/15/2026		100.49CR	182783	
	I-5077-217278	QUICK CONNec/HTR HOSE CONN	R	5/15/2026		28.50CR	182783	

mm 5/15/26 CK #s 182774-182864

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 2

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-5077-217279	BRAKE FLUID-DOT 3	R	5/15/2026		8.24CR	182783	
	I-5077-217303	FRAM ANT 50/50 1GL	R	5/15/2026		31.71CR	182783	
	I-5077-217310	LED BEACON	R	5/15/2026		242.35CR	182783	
	I-5077-217313	CONV OIL 5W30/LUBE	R	5/15/2026		75.74CR	182783	1,846.74
003604	CENTURY LINK							
	I-3022 MAY 26	ACT 334013022 MAY 26	R	5/15/2026		39.99CR	182784	39.99
000025	COMMERCIAL REFRIG SYSTEMS							
	I-48707	SHUTDOWN BOTH PLANTS/MEM BLDG	R	5/15/2026		652.50CR	182785	
	I-48711	PUMP PRESS/PLANT OPERAT MEM BL	R	5/15/2026		538.75CR	182785	1,191.25
003629	CONWAY SHIELD							
	I-0553235	6" SHIELD FIREFIGHTER 4150 HBG	R	5/15/2026		71.95CR	182786	71.95
005211	CTC							
	I-21827055	INTERNET/PHONE MAY 2026	R	5/15/2026		5,214.88CR	182787	5,214.88
003937	CULLIGAN OF NORTHEAST	MN-VIRGINIA						
	I-425X02374508	BOTTLE WTR DELIV CHALL/ADM REN	R	5/15/2026		240.67CR	182788	
	I-425X02379507	BOTTLED WATER DELIVER/LIBR	R	5/15/2026		62.89CR	182788	
	I-425X02382402	BOTTLED WATER DELIVER/MEM BLDG	R	5/15/2026		19.99CR	182788	323.55
005630	DAVEY RESOURCE GROUP, INC							
	I-9000231229	TREE KEEPER SFTWR 5/26-4/27	R	5/15/2026		3,600.00CR	182789	3,600.00
000266	DIAMOND MOWERS							
	I-305396	KIT, BLADE BRUSH 5/8" THICK	R	5/15/2026		888.74CR	182790	888.74
000565	EARL F ANDERSEN, INC							
	I-0142545-IN	16" WING BRKT FLAT SIGN x10	R	5/15/2026		161.95CR	182791	
	I-0142555-IN	APPR SLOW/STOP HERE SIGNS	R	5/15/2026		137.95CR	182791	
	I-0142591-IN	36" RED/WHITE STOP SIGN x4	R	5/15/2026		340.00CR	182791	
	I-0142630-IN	16X9 ADDRESS MARKER	R	5/15/2026		88.95CR	182791	
	I-0142661-IN	36X36 STOP SIGNS/12X6 4-WAY	R	5/15/2026		387.50CR	182791	1,116.35
005766	ECP SERVICES LLC							
	I-2550	COMMISSION ON NET PMT/APR 26	R	5/15/2026		9,365.51CR	182792	9,365.51
000844	EDWARDS OIL							
	I-IN808030	299.10 GAL PREM OCT UNLEADED	R	5/15/2026		1,235.17CR	182793	1,235.17

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 3

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005644	EJ EQUIPMENT, INC. I-P02937	BELT ASSY, GRIP P16/TUBING T/G	R	5/15/2026		590.11CR	182794	590.11
2155	EMERGENCY APPARATUS MAINT I-139793	FOAM PUMP/PWR FILL SYS	R	5/15/2026		2,211.60CR	182795	2,211.60
004032	EMPIRE INVESTIGATION I-1568	PROTECTIVE SVCS INC BACKGROUND INVESTIGATIONS	R	5/15/2026		4,182.50CR	182796	4,182.50
000848	EXCEL BUSINESS SYSTEMS I-82577 I-82578 I-82581	ADM/3RD FLR CLCKS/LEASE MAY 26 BLDG & HSG CLICKS/LEASE MAY 26 FD CLICKS/LEASE MAY 26	R R R	5/15/2026 5/15/2026 5/15/2026		452.85CR 150.39CR 123.79CR	182797 182797 182797	727.03
000344	EXPRESS PRINT I LTD I-71669HPD I-71679COH	BUSINESS CARDS / C WAGNER BUSINESS CRD/CITY CLERK/PW SUP	R R	5/15/2026 5/15/2026		40.00CR 135.00CR	182798 182798	175.00
000369	EYE CLINIC NORTH, PROF ASSOC I-4/28/26 H LAVIGNE	SAFETY GLASSES/HOWIE LAVIGNE	R	5/15/2026		232.00CR	182799	232.00
005225	FAIRVIEW RRHS I-HFD04-2026	RRHS MCKESSON APR 26	R	5/15/2026		529.82CR	182800	529.82
000033	FENA ADVERTISING I-1AM106PR	1ST/2ND/3RD PLACE SIGNS	R	5/15/2026		552.00CR	182801	552.00
002922	FIRE SAFETY USA, INC I-256913 I-257077	SELF LEVELING FLOATING STRAIN WIDLAND FORESTRY HOSE & NOZZLE	R R	5/15/2026 5/15/2026		295.90CR 485.80CR	182802 182802	781.70
003080	FLAHERTY & HOOD, PA I-25059	LABR/EMPTY/CONS SVCS APR 26	R	5/15/2026		1,721.25CR	182803	1,721.25
000026	FORD OF HIBBING I-532509 I-532564 I-532580 I-532582	SPARK PLUG/COIL ASY/GASKET H8 REGULATOR - WINDOW - LESS MOTO SPARK PLUG COIL ASY - IGNITION	R R R R	5/15/2026 5/15/2026 5/15/2026 5/15/2026		565.90CR 211.95CR 37.26CR 517.68CR	182804 182804 182804 182804	1,332.79
000261	GOPHER STATE ONE CALL I-6040474	APR 2026 EMAIL/VOICE	R	5/15/2026		178.20CR	182805	178.20

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 4

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001021	GRAINGER PARTS							
	I-9899843917	CIGARETTE RECEPTACLE, BLK, 1GA	R	5/15/2026		556.20CR	182806	
	I-9902793604	UBLOCK VEST YELLOW/GRN	R	5/15/2026		14.18CR	182806	
	I-9902793612	TRASH BAGS/TOILET PPR/ROLL TWL	R	5/15/2026		490.56CR	182806	1,060.94
005807	GRANITE HOMES LLC							
	I-5/11/26 HEDA #1	HEDA LOAN DRAW #1	R	5/15/2026		23,315.50CR	182807	23,315.50
000309	HAWKINS INC							
	I-7402448	CHLORINE EPA/CHLORINE/SULFUR	R	5/15/2026		1,434.04CR	182808	
	I-7416390	ALUM SULF LIQUID/1LBx11.0101	R	5/15/2026		11,078.88CR	182808	12,512.92
000533	HIBBING CHRYSLER CENTER							
	I-5004488	ROTOR: BRAKE / H23	R	5/15/2026		498.00CR	182809	498.00
003976	HIBBING HEATING AND AIR CONDITIONING							
	I-9686	REPLACE PRESS TANK ON WTR HTR	R	5/15/2026		181.87CR	182810	181.87
005733	HOISINGTON KOEGLER GROUP INC. DBA HKGI							
	I-025-009-12	HBG COMPR PLAN 2/1/26-4/30/26	R	5/15/2026		12,126.35CR	182811	12,126.35
005806	HOLMES RECYCLING SERVICES, INC.							
	I-12805	LOAD&HAUL SCRAP METAL	R	5/15/2026		4,290.00CR	182812	4,290.00
000488	IMPERIALDADE (FRMLY DALCO)							
	I-41236543	PAD DRIVER INSTA CLICK 20 IN	R	5/15/2026		360.63CR	182813	
	I-41331256	WIPERS WYPALL L30 WHT 1 RL	R	5/15/2026		121.94CR	182813	
	I-41566523	SCOTH BRITE PAD 12 IN x10	R	5/15/2026		186.00CR	182813	668.57
005009	INGRAM LIBRARY SERVICES							
	I-96189351	BOOKS	R	5/15/2026		827.28CR	182814	
	I-96222438	BOOKS	R	5/15/2026		522.57CR	182814	1,349.85
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP							
	I-IN5110640	RIBBON,F/CNMM310 BK/RD	R	5/15/2026		8.58CR	182815	
	I-IN5113048	PAPER,20#,LTR,92 BRT	R	5/15/2026		50.74CR	182815	
	I-IN5119106	CLEANER, TOILET, LYSOL	R	5/15/2026		58.50CR	182815	
	I-IN5119623	BTRY/TOWEL/SHARPIE/MEMO BK	R	5/15/2026		240.56CR	182815	358.38
005797	INTERLINK CARE MANAGEMENT, INC.							
	I-29578C	MON USER FEE 4/1-4/30/26	R	5/15/2026		300.00CR	182816	300.00

PAGE: 5

[illegible]

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 6

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002687	LHB INC							
	I-250159.00-7	HOWARD ST BLK 400 DEMO 4/3/26	R	5/15/2026		587.00CR	182824	
	I-250225.00-8	COBB COOK PLACE SVCS 4/3/26	R	5/15/2026		11,129.90CR	182824	11,716.90
003938	LIBERTY PROCESS EQUIPMENT, INC							
	I-0112744-IN	CDQ STATOR/RETAINING RING	R	5/15/2026		798.22CR	182825	798.22
005445	LIFE-ASSIST, INC							
	I-2105134	SHARP-TRAP SHARPS CONTAINER	R	5/15/2026		262.00CR	182826	
	I-2105689	SP02 SENSOR/RA PATIENT CABLE	R	5/15/2026		187.50CR	182826	
	I-2106452	MASIMO RA PATIENT CABLE	R	5/15/2026		250.00CR	182826	
	I-2110137	CARDIAC AED DEFIB ELECTODES, A	R	5/15/2026		2,274.00CR	182826	
	I-2113559	QUIKLOT EMS 4x4 DRESSING	R	5/15/2026		242.20CR	182826	
	I-2114155	SAPPHIRE HALF SET/IV SET W/ YS	R	5/15/2026		1,476.80CR	182826	
	I-2120079	AIRWAY SZ 1&2/EDNOTRACH TUBE	R	5/15/2026		1,262.23CR	182826	
	I-2120220	IV CATHETER 20G/18G	R	5/15/2026		760.00CR	182826	6,714.73
005231	LOCKRIDGE GRINDAL NAUEN P.L.L.P.							
	I-123436	MAY 2026 PROF SVCS	R	5/15/2026		3,300.00CR	182827	3,300.00
005805	M&E PLASTIC REPAIR							
	I-4/29/26	CRAWL TUBE/CLIMB SLIDE REPAIR	R	5/15/2026		1,880.00CR	182828	1,880.00
000246	MACQUEEN EQUIPMENT INC							
	I-R04490	ELGIN BROOM BEAR RENT SPR 26	R	5/15/2026		14,500.00CR	182829	
	I-W19024	MAIN BROOM ADJUST NP43117	R	5/15/2026		681.88CR	182829	15,181.88
003109	MARS SUPPLY (AKA W.P. & R.S. MARS)							
	I-30662747	REPAIR PORTABLE SCENE LIGHT	R	5/15/2026		197.57CR	182830	197.57
002419	MES SERVICES COMPANY LLC							
	I-IN2491813	HT W/ KEVLAR LINING SM & MED	R	5/15/2026		1,176.95CR	182831	
	I-IN2495810	HT W/ KEVLAR LINING SMALL	R	5/15/2026		1,176.89CR	182831	2,353.84
001597	MESABI ANIMAL HOSPITAL, LLC							
	I-254643	HAC FOR NAJI 4/29/26	R	5/15/2026		158.00CR	182832	
	I-254777	HAC FOR BANE & OWL 5/1/26	R	5/15/2026		631.39CR	182832	
	I-254937	HAC FOR GEORGE/JULIETT/JULIETT	R	5/15/2026		538.50CR	182832	1,327.89
000881	MESABI TRIBUNE/APG MEDIA OF MN							
	I-1704 APR 26	ACT 1704 APR 26/ADV FOR BIDS	R	5/15/2026		257.45CR	182833	
	I-2920 APR 26	ACT 2920 APR 26/PUBLIC HEARING	R	5/15/2026		129.03CR	182833	386.48

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 7

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000339	METRO SALES INC							
	I-INV3080962	IMC2510 ENGINEERS APR 26	R	5/15/2026		167.61CR	182834	
	I-INV3081924	IMC4500 FINANCE COPIER APR 26	R	5/15/2026		356.30CR	182834	523.91
000492	MIDWEST TAPE							
	I-508756883	DVDS	R	5/15/2026		129.19CR	182835	
	I-508802431	DVDS	R	5/15/2026		66.92CR	182835	196.11
002965	MIRIAM KERO CONSULTING							
	I-HIB29EDA	EDA GRANT 41ST ST	R	5/15/2026		289.69CR	182836	
	I-HIB29MHS	MHS CLOCK TOWER GRANT WRITING	R	5/15/2026		396.00CR	182836	
	I-HIB29NHIBBING	NORTH HIBBING REDEV ASSISTANCE	R	5/15/2026		96.56CR	182836	782.25
005169	MLAKER MONUMENT COMPANY							
	I-ENGR APR 26	ENGRAVINGS APR 2026	R	5/15/2026		3,575.00CR	182837	3,575.00
000342	MN POWER							
	I-APR 2026	APR 2026 MN POWER	R	5/15/2026		3,974.62CR	182838	3,974.62
000570	MTI DISTRIBUTING							
	I-1514479-00	CARTS, GREEN (DBL SIDE), 1/4"	R	5/15/2026		330.34CR	182839	
	I-1515938-00	BLADE-MEDIUM BLOW x9	R	5/15/2026		336.85CR	182839	
	I-1516349-00	ROLLER DECK/SHAFT/PIN COTTER/N	R	5/15/2026		76.50CR	182839	
	I-1516930-00	AIR CLEANER ASM	R	5/15/2026		132.82CR	182839	876.51
000414	NTS							
	I-INV6153	PSB PH 1/REP PROD & FIELD WORK	R	5/15/2026		6,428.13CR	182840	6,428.13
002935	O'REILLY AUTO PARTS							
	I-1824-249158	BRAKE PADS	R	5/15/2026		80.60CR	182841	
	I-1824-249166	LUG NUT	R	5/15/2026		1.76CR	182841	
	I-1824-250476	5 PIN RELAY	R	5/15/2026		16.23CR	182841	98.59
005722	PARADIGM MANAGEMENT SERVICES, LLC							
	I-2217269	TRIAGE SVCS 2/3/26 - 1764726	R	5/15/2026		98.40CR	182842	
	I-2218702	TRIAGE SVCS 1/8/26 - 1762639	R	5/15/2026		98.40CR	182842	
	I-2237099	TRIAGE SVCS 3/13/26 - 1767510	R	5/15/2026		114.80CR	182842	
	I-2244254	TRIAGE SVCS 4/9/26 - 1769535	R	5/15/2026		98.40CR	182842	
	I-2247076	TRIAGE SVCS 4/3/26 - 1769073	R	5/15/2026		90.20CR	182842	
	I-2247516	TRIAGE SVCS 4/10/26 - 1769550	R	5/15/2026		73.80CR	182842	
	I-2251026	TRIAGE SVCS 4/9/26 - 1769545	R	5/15/2026		73.80CR	182842	
	I-2251596	TRIAGE SVCS 4/21/26 - 1770391	R	5/15/2026		73.80CR	182842	
	I-2252128	TRIAGE SVCS 4/18/26 - 1770185	R	5/15/2026		73.80CR	182842	795.40

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 8

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002053	PONTEM SOFTWARE I-00014941	ANN SUPPT/MAINT 6/1/26-5/31/27	R	5/15/2026		2,695.00CR	182843	2,695.00
005686	PRECISE MRM LLC I-IN200-2012745	MAR 2026 5MB FLAT DATA PLAN	R	5/15/2026		840.00CR	182844	840.00
000077	RADKO IRON & SUPPLY INC I-29883/1 I-30109/1 I-30120/1 I-30166/1 I-30184/1	20V/60V CIRC SAW 7-1/4TO HD STEEL 55GAL DRUM DOLLY ALUMA TOW/NUTS-BOLTS/BALL MNT 18" CABLE TIE/8" BLK CABLE TIE 1/4 STEEL DECK PLATE/LABOR	R R R R R	5/15/2026 5/15/2026 5/15/2026 5/15/2026 5/15/2026		249.00CR 74.99CR 295.51CR 61.96CR 73.85CR	182845 182845 182845 182845 182845	 755.31
003376	RANGE SPORTS I-6392	NAVY/GREY & GREEN SHIRTS	R	5/15/2026		138.00CR	182846	138.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D087809 I-D087883 I-D087919 I-D088172 I-D088244	INFLUENT & EFFLUENT 4/21/26 INFLUENT & EFFLUENT 4/22/26 INFLUENT & EFFLUENT 4/23/2026 INFLUENT & EFFLUENT 4/29/26 INFLUENT & EFFLUENT 4/30/26	R R R R R	5/15/2026 5/15/2026 5/15/2026 5/15/2026 5/15/2026		158.42CR 104.08CR 127.07CR 158.42CR 127.07CR	182847 182847 182847 182847 182847	 675.06
000135	ROAD MACHINERY SUPPLIES I-S4084105	WASHER/RUB SPRG/EDGE BUSH	R	5/15/2026		1,480.62CR	182848	1,480.62
000757	SAFETY KLEEN SYSTEMS INC I-99650281	LG SELF RECYCLING PARTS WASHER	R	5/15/2026		310.02CR	182849	310.02
004979	SELLMAN BORLAND & SIMON PLLC I-APR 26 COSTS I-APR 26 HEDA LEGAL I-APR 26 LEGAL	APR 26 COSTS APR 26 HEDA LEGAL SVCS APR 26 LEGAL SVCS	R R R	5/15/2026 5/15/2026 5/15/2026		46.00CR 1,755.00CR 6,075.00CR	182850 182850 182850	 7,876.00
001405	SHAIN & SONS I-00602	40 YDS BLACK DIRT - CEMETERY	R	5/15/2026		1,360.00CR	182851	1,360.00
003724	SHARROW LIFTING PRODUCTS I-1011516	ACCO KUPLEX LATCH KIT	R	5/15/2026		43.50CR	182852	43.50
004131	SHRED-N-GO, INC. I-197986 I-198100	SHRED SVCS 4/30/26 C HALL & PD SHRED SVCS THRU 4/30/26 LIBR	R R	5/15/2026 5/15/2026		289.46CR 90.30CR	182853 182853	 379.76

5/15/2026 12:23 PM
 PACKET: 04084 Regular Payments 5/15/26
 VENDOR SET: 01
 BANK : APBNK US BANK

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 9

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000366	STREICHERS, INC							
	I-I1820413	.223 AMO/40MM DIRECT/40MM EXAC	R	5/15/2026		591.87CR	182854	
	I-I1821090	9MM DUTY/40MM DIRECT/40MM EXAC	R	5/15/2026		1,493.88CR	182854	
	I-I1823979	NAME TAGS/E HIETALA/B WALLER	R	5/15/2026		23.98CR	182854	2,109.73
003966	SYMBOL ARTS							
	I-0565217	PATCH 4.5" HIBBING PD HIGH SCH	R	5/15/2026		1,018.50CR	182855	1,018.50
005344	TIMOTHY STOLL							
	I-042	INSP & SAMPL APRIL 2026	R	5/15/2026		3,800.00CR	182856	3,800.00
003130	TONER PLANET PACK N SHIP							
	I-400976	UPS GRND/Frontier/SURVEY EQUI	R	5/15/2026		242.02CR	182857	
	I-404786	UPS GRND/QUEST INTERNATIONAL	R	5/15/2026		27.42CR	182857	269.44
005727	THE TORO COMPANY - NSN							
	I-413209547	ESSENT 36 SVCS/MAY 26	R	5/15/2026		220.00CR	182858	220.00
005769	TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC							
	I-25-220-8	DOWNTOWN HBG PARKING & TRAFFIC	R	5/15/2026		3,702.00CR	182859	3,702.00
005220	ULINE, INC.							
	I-207394042	32" RND FLD TABLE/30" COVERS	R	5/15/2026		671.20CR	182860	671.20
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW							
	I-1962915/APR 26	PRE EMPL SCRNS/POLICE	R	5/15/2026		331.00CR	182861	
	I-2173466/MAY 26	EMPL SCREENING/FD	R	5/15/2026		9,906.00CR	182861	10,237.00
005463	VALVOLINE INSTANT OIL CHANGE							
	C-182275CR	CM FOR #212619 / KURTZ PERSONA	R	5/15/2026		39.99	182862	
	I-217082	OIL CHANGE / 6858 H4	R	5/15/2026		69.85CR	182862	
	I-217242	OIL CHANGE / 6581 H16	R	5/15/2026		51.83CR	182862	
	I-217341	OIL CHANGE/COOLANT / 3137 H12	R	5/15/2026		53.53CR	182862	
	I-217422	OIL CHANGE / 6859 H5	R	5/15/2026		69.85CR	182862	
	I-217462	OIL CHANGE / 8100 H2	R	5/15/2026		51.83CR	182862	
	I-217532	OIL CHANGE / 1319 H23	R	5/15/2026		69.85CR	182862	326.75
005615	WIDSETH SMITH NOLTING & ASSOC., INC.							
	I-244834	PROF SVCS 4/10/26 /LIBR RENOS	R	5/15/2026		1,846.80CR	182863	1,846.80
000633	ZIEGLER, INC							
	C-SO05122429	CAT CREDIT1 - CAT REWARDS	R	5/15/2026		94.54	182864	
	I-IN002402584	FILTER-AIR/AIR FILTER/ELEMENT	R	5/15/2026		354.51CR	182864	259.97

5/15/2026 12:23 PM
PACKET: 04084 Regular Payments 5/15/26
VENDOR SET: 01
BANK : APBNK US BANK

A / P CHECK REGISTER
**** CHECK LISTING ****

PAGE: 10

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

* * T O T A L S * *			NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED		
REGULAR CHECKS:			91	0.00	338,366.42	338,366.42		
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:			91	0.00	338,366.42	338,366.42		

TOTAL ERRORS:	0	TOTAL WARNINGS:	0
---------------	---	-----------------	---

5/15/2026 12:23 PM
PACKET: 04084 Regular Payments 5/15/26
VENDOR SET: 01
BANK : APBNK US BANK

A / P CHECK REGISTER
**** CHECK LISTING ****

PAGE: 11

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	5/2026	153,085.09CR
211	5/2026	4,275.60CR
250	5/2026	23,315.50CR
255	5/2026	17,771.31CR
400	5/2026	93,009.11CR
405	5/2026	15,419.90CR
418	5/2026	659.00CR
419	5/2026	6,428.13CR
602	5/2026	21,220.10CR
603	5/2026	2,882.68CR
805	5/2026	300.00CR
=====		
ALL		338,366.42CR

5/15/2026 12:57 PM
PACKET: 04 Regular Payments 5/15/26
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

A / P CHECK REGISTER

PAGE: 1

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005666	ALERUS RETIREMENT AND BENEFITS I-C186605	COBRA MO SVC FEE APR 26	D	5/15/2026		61.20CR	002175	61.20
005708	AMERIHEALTH ADMINISTRATORS I-7010244897	MEDICAL CLAIMS PD 5/4/26	D	5/15/2026		35,910.59CR	002176	35,910.59
005708	AMERIHEALTH ADMINISTRATORS I-7010245953	SMITH RX 5/1 & MEDICAL 5/11	D	5/15/2026		106,443.52CR	002177	106,443.52
005790	HEALIA, INC. I-1M4Z1PPF-0017	TCO ADMIN FEE / APRIL 2026	D	5/15/2026		500.00CR	002178	500.00
005790	HEALIA, INC. I-1M4Z1PPF-0018	TCO REIMBURS 4/26/26-5/2/26	D	5/15/2026		1,912.54CR	002179	1,912.54
005790	HEALIA, INC. I-1M4Z1PPF-0019	TCO REIMBUR 5/3/26-5/9/26	D	5/15/2026		371.31CR	002180	371.31
005476	WEX HEALTH INC. I-0002368177-IN	WEX HEALTH APR 2026	D	5/15/2026		416.25CR	002181	416.25

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	0.00	145,615.41	145,615.41
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:	7	0.00	145,615.41	145,615.41

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

mm 5/15/26 drafts

5/15/2026 12:57 PM
PACKET: 04 Regular Payments 5/15/26
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

A / P CHECK REGISTER

PAGE: 2

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
--------	-------------	------	--------------	--------------	----------	--------	-------------	----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	5/2026	2,991.30CR
211	5/2026	15.00CR
602	5/2026	190.94CR
603	5/2026	64.06CR
805	5/2026	142,354.11CR
=====		
ALL		145,615.41CR

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005366	ADVANCED MACHINE GUARDING SOLUTIONS							
	I-5/13/26 HEDA CAP	HEDA LOAN - WORKING CAPITAL	R	5/14/2026		138,563.95CR	182771	138,563.95
004979	SELMAN BORLAND & SIMON PLLC							
	I-AMGS LEGAL SVCS	AMGS LEGAL SERVICES 5/7/26	R	5/14/2026		315.00CR	182772	315.00
001259	ST LOUIS COUNTY AUDITOR							
	I-00011 DELIN&1/2 26	140-5010-00011 DELIN& 1/2 2026	R	5/14/2026		11,121.05CR	182773	11,121.05

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	150,000.00	150,000.00
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:	3	0.00	150,000.00	150,000.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

M *MM* 5/14/26 CE#S 182771-182773

5/14/2026 9:30 AM
PACKET: 04082 Regular Payments 5/14/26
VENDOR SET: 01
BANK : APBNK US BANK

A / P CHECK REGISTER
**** CHECK LISTING ****

PAGE: 2

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
250	5/2026	150,000.00CR
ALL		150,000.00CR

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

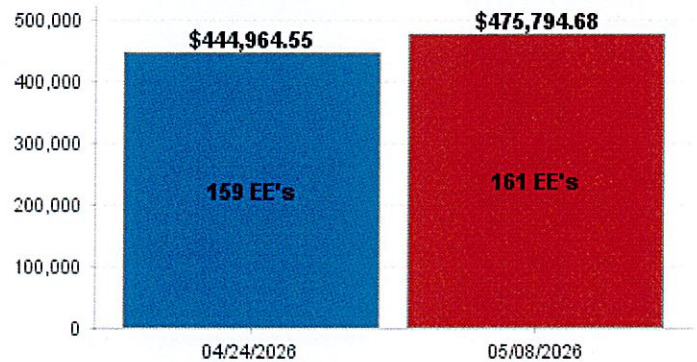
Cash Requirements: x0087

	\$ 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

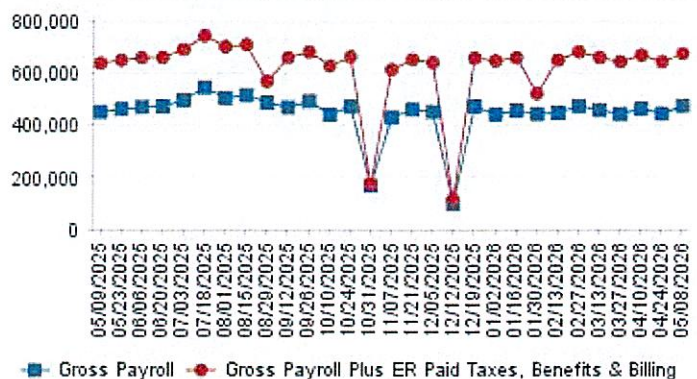
General Ledger Summary

	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
Total	674,896.27	674,896.27

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



PR# 10-26

4/18/26-5/1/26

PAID 5/8/26

Kronos SaaS, Inc.
City of Hibbing

UKG

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

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

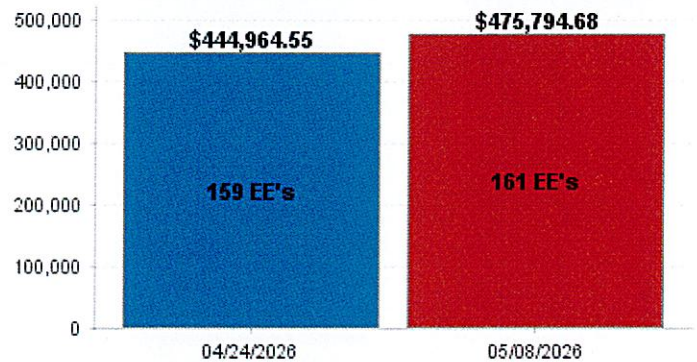
Cash Requirements: x0087

	\$ 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

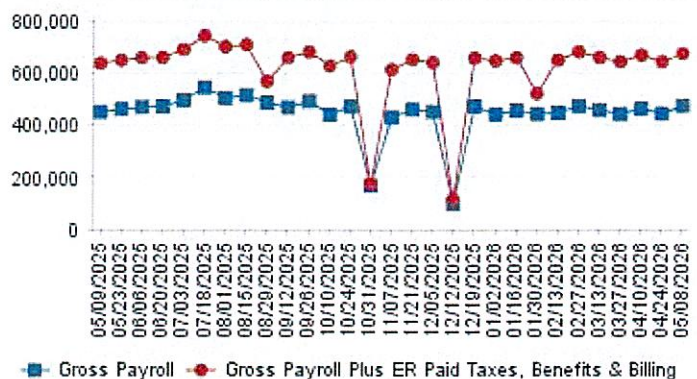
General Ledger Summary

	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



PR# 10-26

4/18/26-5/1/26

PAID 5/8/26

Kronos SaaS, Inc.
City of Hibbing

UKG

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

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 1st day of April in the year 2026
(In words, indicate day, month and year.)

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

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

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

Gray Gr.E 4.30.26
Max ~~Gray~~ Construction 2501 5th Avenue West
Hibbing, Minnesota 55746
(218) 262-6622

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

Hibbing Public Library Tech Center and Toilet Rooms Renovations
2020 5th Avenue East
Hibbing, Minnesota 55746

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

Widseth
704 E. Howard Street
Hibbing, Minnesota 55746
(218) 263-6868

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- Construction commencement/start date: June 1, 2026 – commencement of work on site.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: September 18, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three hundred and sixty three thousand (\$363,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 – replacement of remaining lighting as shown on the drawings	\$32,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate #2 – glass partition modification	Deduct - \$25,800.00	By June 1, 2026

G.E. 5-5-26

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A – liquidated damages do not apply.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% until final completion as certified by the Architect.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance and bonds.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No reduction of retainage applies.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Katie Hildenbrand
Widseth Smith Nolting & Associates, Inc.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Actual costs incurred by the Contractor to date of the termination notice.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nick Arola
City of Hibbing
City Services Director
400 East 23rd Street
Hibbing, Minnesota 55746
(218) 421-5565

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
General: G1.10-G1.40 (4 sheets)	General Sheets	1/30/2026
Life Safety: LS1.00-LS1.10 (2 shts)	Life Safety	
Arch Demo: AD1.10-A2.10 (2 shts)	Architectural Demolition	
Arch: A1.10-A10.10 (8 sheets)	Architectural	
Mech: M0.1-ME0.0 (4 sheets)	Mechanical	
Elec: E0.1-E3.3 (8 sheets)	Electrical	

.6 Specifications

Section	Title	Date	Pages
Division 00	Procurement & Contracting Requirements	1/30/26	223
Division 01	General Requirements		
Division 02	Existing Conditions		
Division 03	Concrete		
Division 04	Masonry		
Division 05	Metals		
Division 06	Wood, Plastics & Composites		
Division 07	Thermal		
Division 08	Openings		
Division 09	Finishes		

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

Division 10	Specialties
Division 22	Plumbing
Division 23	HVAC
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety & Security

.7 Addenda, if any:

Number	Date	Pages
Addenda 1	March 20, 2026	101
Addenda 2	March 24, 2026	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)
(Table deleted)

(Paragraphs deleted). 9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Widseth Recommendation for Award Letter – March 30, 2026 – 1 page

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Garrett Erickson Vice President

(Printed name and title)

Additions and Deletions Report for

AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:59:38 ET on 04/21/2026.

PAGE 1

AGREEMENT made as of the 1st day of April in the year 2026

...

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

...

Max ~~Grey~~ Construction 2501 5th Avenue West
Hibbing, Minnesota 55746
(218) 262-6622

...

Hibbing Public Library Tech Center and Toilet Rooms Renovations
2020 5th Avenue East
Hibbing, Minnesota 55746

...

Widseth
704 E. Howard Street
Hibbing, Minnesota 55746
(218) 263-6868

PAGE 2

☒ Established as follows:

...

Construction commencement/start date: June 1, 2026 – commencement of work on site.

PAGE 3

☒ By the following date: September 18, 2026

...

N/A

N/A

...

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$—three hundred and sixty three thousand (\$363,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 – replacement of remaining \$32,000.00
lighting as shown on the drawings

...

~~Alternate #2 – glass partition modification Deduct – \$25,800.00 By June 1, 2026~~ C.E. 5-5-26

...

N/A

...

N/A

...

N/A – liquidated damages do not apply.

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

...

5% until final completion as certified by the Architect.

PAGE 5

Insurance and bonds.

...

No reduction of retainage applies.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~ Payment.

...

Katie Hildenbrand

Widseth Smith Nolting & Associates, Inc.

PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Actual costs incurred by the Contractor to date of the termination notice.

...

Nick Arola
City of Hibbing
City Services Director
400 East 23rd Street
Hibbing, Minnesota 55746
(218) 421-5565

PAGE 7

N/A

...

<u>General: G1.10-G1.40 (4 sheets)</u>	<u>General Sheets</u>	<u>1/30/2026</u>
<u>Life Safety: LS1.00-LS1.10 (2 shts)</u>	<u>Life Safety</u>	
<u>Arch Demo: AD1.10-A2.10 (2 shts)</u>	<u>Architectural Demolition</u>	
<u>Arch: A1.10-A10.10 (8 sheets)</u>	<u>Architectural</u>	
<u>Mech: M0.1-ME0.0 (4 sheets)</u>	<u>Mechanical</u>	
<u>Elec: E0.1-E3.3 (8 sheets)</u>	<u>Electrical</u>	

...

<u>Division 00</u>	<u>Procurement & Contracting Requirements</u>	<u>1/30/26</u>	<u>223</u>
<u>Division 01</u>	<u>General Requirements</u>		
<u>Division 02</u>	<u>Existing Conditions</u>		
<u>Division 03</u>	<u>Concrete</u>		
<u>Division 04</u>	<u>Masonry</u>		
<u>Division 05</u>	<u>Metals</u>		
<u>Division 06</u>	<u>Wood, Plastics & Composites</u>		
<u>Division 07</u>	<u>Thermal</u>		
<u>Division 08</u>	<u>Openings</u>		
<u>Division 09</u>	<u>Finishes</u>		
<u>Division 10</u>	<u>Specialties</u>		
<u>Division 22</u>	<u>Plumbing</u>		
<u>Division 23</u>	<u>HVAC</u>		
<u>Division 26</u>	<u>Electrical</u>		
<u>Division 27</u>	<u>Communications</u>		
<u>Division 28</u>	<u>Electronic Safety & Security</u>		

PAGE 8

<u>Addenda 1</u>	<u>March 20, 2026</u>	<u>101</u>
<u>Addenda 2</u>	<u>March 24, 2026</u>	<u>3</u>

...

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No.4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

~~.8 Other Exhibits:~~

~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)~~

~~[] The Sustainability Plan:~~

Title	Date	Pages
------------------	-----------------	------------------

~~[] Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
---------------------	------------------	-----------------	------------------

.9 Other documents, if any, listed below:

...

Widseth Recommendation for Award Letter – March 30, 2026 – 1 page

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:59:38 ET on 04/21/2026 under Order No. 4104247642 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:59:38 ET on 04/21/2026 under Order No. 4104247642 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(728118891)

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »

(In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

Hibbing Public Library Tech Center and Toilet Rooms Renovations

2020 5th Avenue East

Hibbing, Minnesota 55746

THE OWNER:

(Name, legal status and address)

City of Hibbing

401 East 21st Street

Hibbing, Minnesota 55746

THE CONTRACTOR:

(Name, legal status and address)

Gray C.E. 5.4.26
Max Grey Construction 2501 5th Avenue West

Hibbing, Minnesota 55746

(218) 262-6622

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

A.2.3 Required Property Insurance

A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Special	\$1,000,000

A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
E & O/Professional Liability	\$1,000,000

A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period

for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses;

additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

(Indicate applicable limits of coverage or other conditions in the fill point below.)

A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

A.3.1 General

A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

A.3.2 Contractor's Required Insurance Coverage

A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») each occurrence, «Three Million Dollars » (\$ «3,000,000 ») general aggregate, and «Three Million Dollars » (\$ «3,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance

policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

A.3.2.5 Workers' Compensation at statutory limits.

A.3.2.6 Employers' Liability with policy limits not less than «Five Hundred Thousand » (\$ «500,000 ») each accident, « Five Hundred Thousand » (\$ «500,000 ») each employee, and «Five Hundred Thousand » (\$ «500,000 ») policy limit.

A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.3 Contractor's Other Insurance Coverage

A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required

insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Equal to contract price
Performance Bond	Equal to contract price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »

(In words, indicate day, month and year.)

for the following **PROJECT:**

(Name and location or address)

Hibbing Public Library Tech Center and Toilet Rooms Renovations

2020 5th Avenue East

Hibbing, Minnesota 55746

THE OWNER:

(Name, legal status and address)

City of Hibbing

401 East 21st Street

Hibbing, Minnesota 55746

THE CONTRACTOR:

(Name, legal status and address)

Max Grey Construction 2501 5th Avenue West

Hibbing, Minnesota 55746

(218) 262-6622

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

A.2.3 Required Property Insurance

A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Special	\$1,000,000

A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
E & O/Professional Liability	\$1,000,000

A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period

for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses;

additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

(Indicate applicable limits of coverage or other conditions in the fill point below.)

A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

A.3.1 General

A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

A.3.2 Contractor's Required Insurance Coverage

A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») each occurrence, «Three Million Dollars » (\$ «3,000,000 ») general aggregate, and «Three Million Dollars » (\$ «3,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2** personal injury and advertising injury;
- .3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4** bodily injury or property damage arising out of completed operations; and
- .5** the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2** Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3** Claims for bodily injury other than to employees of the insured.
- .4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8** Claims related to roofing, if the Work involves roofing.
- .9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance

policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

A.3.2.5 Workers' Compensation at statutory limits.

A.3.2.6 Employers' Liability with policy limits not less than «Five Hundred Thousand » (\$ «500,000 ») each accident, « Five Hundred Thousand » (\$ «500,000 ») each employee, and «Five Hundred Thousand » (\$ «500,000 ») policy limit.

A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

A.3.3 Contractor's Other Insurance Coverage

A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required

insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Equal to contract price
Performance Bond	Equal to contract price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Oil & Grease Maintenance Agreement

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

(herein referred to as “Customer”)

This Oil and Grease Maintenance Agreement (“Agreement”) is by and between All City Elevator, Inc. (“Company”) and the above referenced Customer.

BASIC TERMS

Covered Elevators: Three (3) Dover Hydraulic Passenger Elevators – See “Schedule A”

Effective Date: August 1, 2026

Exam Interval: Quarterly

SCOPE OF SERVICE

Company will complete the following items: Minor cleaning, lubrication and examinations of the machine, motor, and controller, lubrication of bearings, guides, making minor adjustment at the time of regular examinations and housekeeping of the machine room, car top and pit areas. Necessary wiping cloths, solvents, and lubricants are included with this agreement. Hydraulic Oil, used for propelling the elevator piston is not included with this agreement. State of Minnesota code required annual Category 1 safety testing is included with this agreement.

Only such labor and materials, as specified above, will be furnished under this agreement.

LENGTH OF AGREEMENT

This Agreement will be effective **on the Effective Date referenced in the Basic Terms** and will continue for a 3-year period. Unless otherwise terminated, this Agreement shall be automatically renewed thereafter on an annual basis. Either party may terminate this Agreement at the end of the initial term or at the end of any subsequent 1-year period by giving the other party, at least thirty days written notice prior to the expiration of the applicable term. Upon termination for any reason, phone(s) must be immediately reprogrammed to dial to a location other than the Company designated phone number.

In the event of the sale, lease or other transfer of the Covered Elevators, or the premises in which they are located, Customer agrees to inform the successor of this Agreement and cause the successor to assume the remaining term of this Agreement, in writing.

PRICING

The base price of the service shall be **\$225.00** per month, payable in advance quarterly. The price shall be adjusted annually based on the increase in labor costs and annual changes to the Producer Price Index for materials, and/ or other direct costs necessary to fulfill this Service Agreement.

Customer shall pay as an addition to the price stated, a sum equal to the amount of any taxes (excluding income taxes assessed against Company) which may now or hereafter be exacted from Customer on account hereof.

All Credit Card payments are subject to a 3.5% additional charge, over and above the price stated on the maintenance contract. Nonpayment of any sum due under this Agreement within 30 days of the invoice date will be subject to 1.5% finance charge per month for any unpaid amounts. If payment is not received within 60 days for any service rendered by Company, the account and any other accounts with Customer will be placed on HOLD and no service will be provided until payment is received in full for the amount due. If suit is brought by the Customer or Company against the other in connection with this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs incurred by the prevailing party in such matter.

HOURS OF SERVICE

All work is to be performed during normal business hours of 7:30 am to 4:00 pm, Monday through Friday, during the normal working days of the elevator trade. The following days are recognized holidays by the elevator trade: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving, and Christmas Day.

Customer agrees to pay for all services, which includes both regular time and overtime work provided beyond the scope of this agreement, at normal billing rates established by the Company for that year.

The response time to a call for service before a regularly scheduled maintenance visit shall be within 8 hours (regular hours and if approved by Customer, overtime hours). Any Service request called in after 2:00 PM is subject to overtime rates.

CUSTOMER OBLIGATIONS

Customer will provide a suitable code compliant machine room with secured code compliant doors, waterproofing, code compliant lighting, and shall provide all necessary HVAC to maintain the machine room a temperature between 50 degrees F and 90 degrees F with relative humidity at all times. In addition, Customer shall provide the Company building keys and codes necessary to complete its regular maintenance and service requests. Delays or inability to enter the building will be charged to the Customer. All necessary wiring diagrams shall be on site and provided by the Customer.

Customer agrees not to permit others to make alterations, additions, adjustments, repairs or replacements ("Work by Others") to the Covered Elevators, unless Company is unable to perform such work in accordance with the Agreement.

Customer agrees that if safety testing should not meet safety requirements of the local and state codes, it will be the responsibility of the Customer, at its expense, to make necessary repairs and to place the equipment in a condition which will be acceptable per the requirements of the local and state codes. The Company will not be liable for damage to the building structure or any of the elevator equipment as a result from these safety tests.

Customer agrees to report immediately any condition which may indicate the need for correction before the following exam pursuant to this Agreement. Customer agrees to accept Company's judgment as to the means and methods to be employed for any corrective work under this Agreement.

Customer shall cease use of and prevent access and use of the any elevator included in the Covered Elevators immediately upon the appearance of any irregularities in operations or appearance of the elevator or any part thereof (excluding solely cosmetic parts), notify Company immediately, and continue to cease use and prevent access and use thereof until the completion of the repairs. The Customer or Customer's representative will identify all elevator malfunctions and irregularities

when contacting Company for service. Running on arrival callbacks are considered nuisance calls and will be billed at Company's normal billing rates. The Customer shall notify Company immediately by telephone and follow-up with written notice within 24 hours after the occurrence of any accident in or about any Covered Elevator. In the case of an accident in or around a Covered Elevator, Customer must cease use of and prevent access and use of such elevator immediately and continue to cease use of and prevent access and use of such elevator until Company inspects such elevator and notifies Customer can resume use of such elevator.

Customer agrees to cover any costs above and beyond the listed maintenance pricing herein for use of third-party systems that require All City Elevator, Inc. to utilize to become a vendor for the Customer or fulfill obligations under this agreement. This will be charged back to the Customer at cost, with documentation of cost upon request.

OTHER TERMS AND CONDITIONS

Confidentiality. Company will not disclose any non-public information it receives or acquires regarding Customer or its facilities to a third party or to employees other than those employees who have a need to know in order to fulfill either party's obligations hereunder. This obligation of confidentiality shall survive the completion of the obligations hereunder or termination of the Agreement.

Disclaimers. Company is only responsible for any Covered Elevator or any part thereof or any work, service, examination, or liability related thereto other than that specifically mentioned herein is included or intended.

Early Termination. The Company may terminate this Agreement upon thirty (30) days prior written notice.

If a purchase order or Owner work order of acceptance is applied to approve any work listed within this agreement, the terms and conditions listed herein shall govern, notwithstanding any terms and conditions listed within the purchase order or Owner work order.

In performing its obligations under this Agreement, Company does not acquire title, possession, or control of any Covered Elevator or part thereof and the Covered Elevators and all parts thereof will remain the Customer's as the owner, lesser, lessee or manager thereof, as the cases may be, and under the same possession and control of the Customer and all others with an interest therein as would be the case in the absence of this Agreement.

INDEMNIFICATIONS

Customer agrees to indemnify Company against and hold Company, its officers, directors, employees, harmless from any liability, including losses, judgments, awards, liabilities, costs of defense, other costs, attorney's fees, damages and any other losses, whether or not suit be brought, resulting from Customer's breach of this Agreement or related to any facility, equipment, or premises of Customer or under the control of customer, including any Covered Elevator, regardless of whether such liability results from the use, operations, maintenance, or condition of one or more elevators, machine rooms, hatchways, or any of their component parts, except to the extent liability directly results from the negligence or intentional act of Company.

Company will carry the following minimum insurance coverage's in a form reasonably acceptable to the Customer at all times that this Agreement is in effect: (i) Comprehensive Liability Insurance with coverage limits of at least \$1,000,000.00 per occurrence for any and all injury, death or property damage and (ii) Workers Compensation Insurance. On an annual basis, Company will provide Customer with a copy of the applicable Insurance Binder or declarations page for each such policy.

LIMITATION OF LIABILITY

EXCLUDING BODILY INJURY, CONFIDENTIALITY, OR INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES; AND (B) EXCEPT IN THE CASE OF GROSS NEGLIGENCE, RECKLESSNESS, OF INTENT TO CAUSE DAMAGE OR HARM, THE ENTIRE LIABILITY FROM ONE PARTY TO THE OTHER PARTY, WHETHER BASED IN CONTRACT OR TORT, SHALL BE LIMITED TO THE GREATER OF THE TOTAL OF ALL FEES PAID OR PAYABLE TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT.

AUTHORIZATIONS AND AUTHORITY TO BIND

Execution of this Agreement will constitute exclusively and entirely the terms regarding the services herein described. All other prior representations or Agreements between the Company and the Customer, whether written or verbal, will be deemed to be merged herein, and no other changes or additions to this Agreement will be recognized unless made in writing and properly executed by both parties.

By signing on behalf of the Customer, the representative warrants and represents to the Company that he/she is duly authorized to execute this Agreement on behalf of the Customer and the property owner and to bind them both to the terms of this Agreement.

Accepted By:

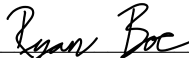
Signature (Customer)

Title

Company

Date

All City Elevator, Inc.



Submitted by

4/2/2026

Date

Approved by

Date

Schedule A

The following locations and elevators are covered by this Agreement:

Hibbing City Hall – 401 East 21st Street

One (1) Dover Hydraulic Passenger Elevator, State ID # ELV-15544

Hibbing Memorial Building Arena – 400 East 23rd Street

One (1) Dover Hydraulic Passenger Elevator, State ID # ELV- ELV-01314

Hibbing Public Library – 2020 East 5th Street

One (1) Dover Hydraulic Passenger Elevator, State ID # ELV-18777



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: Randy Chris Domogalla
2. All other names under which the applicant conducts business or to which applicant officially answers.
3. A physical description of the applicant:
Hair Color: brown Height: 6 3" Weight: 195
Eye Color: hazel Distinguishing Marks/Features:
4. Full address of applicant's permanent resident.
612 Jackson Street, Eveleth MN
5. Telephone number of applicant's permanent residence. 218-290-6607
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.
Domo enterprises LLC, Candy Crave Confections, Domo's Donuts
7. Full address of applicant's regular place of business (if any).

8. Any and all business related telephone numbers of the applicant. 218-290-6607

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

transient merchant license

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). all summer off and on

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: _____

Location: Lowes home improvement and howard street for hibbing on howard

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.

none

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

- a. Hibbing on howard
- b. Menards - virginia MN
- 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. have permission from lowes cooprte office and parks and rec for hibbing on howard

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

mini donuts and slushies

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

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

Q867-198-998-021

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.

red 2021 dodge ram, license plate GNA 036, Vin # 3C6UR5CJ2MG572494

Applicant's Signature: 

Applicant's Printed Name: Randy Domogalla

Date Application Signed: 5/11/2026

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____



HIBBING POLICE DEPARTMENT

STEVEN ESTEY
Chief of Police

sestey@ci.hibbing.mn.us

1810 12th Avenue East
Hibbing, MN 55746

Phone 218.263.3601
Fax 218.262.0268

Date: 5/11/2026

The following named individual has made application with this agency for the City of Hibbing for
transient merchant license

(type of license/permit or for employment, name of the position with the City)

Last Name of Applicant (please print): Domogalla

First Name (please print): Randy

Middle (full)(please print): chris

Maiden, Alias or Former (please print): _____

Date of Birth: 6/24/1992 Sex (M or F): M
(Month/Day/Year)

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all state criminal history to the
Hibbing Police Department pursuant to Minn. Stat. 299C.72.

The expiration of this authorization shall be for a period no longer than one year from the date of my
signature.

Signature of Applicant

5/11/2026

Date

1. Records obtained under the Minnesota State Statutes §299F.035 may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34)



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: Cardyn Lou Mohawk
2. All other names under which the applicant conducts business or to which applicant officially answers.
LouLou's Kitchen
3. A physical description of the applicant:
Hair Color: Brown Height: 5'7 Weight: 170
Eye Color: Hazel Distinguishing Marks/Features: _____
4. Full address of applicant's permanent resident.
11448 Salonen Rd Chisholm, MN 55719
5. Telephone number of applicant's permanent residence. 218-996-1167
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.
LouLou's Kitchen
7. Full address of applicant's regular place of business (if any).
N/A

8. Any and all business related telephone numbers of the applicant. (218) 996-1167

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

food truck

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). 5/30, 7/11, 7/20, 8/3

3 DAYS @ Hosp. waiting for dates

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.

(218) 996-1167

Contact Information: Fairview Hosp, Hbg Armory, Howard Street
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.

N/A

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

- a. Howard Street Hibbing
- b. Hibbing Speedway
- c. Hibbing Hospital

15. Proof of any required County license.

See Attached

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

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

Subs, Appetizers, pop & water

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

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

S 279-192-071-818

Copy attached

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.

CSK 150S Trailer plate
ZNG 410 truck

(See Attached)
copies

Applicant's Signature: Carolyn L Mohawk

Applicant's Printed Name: Carolyn L Mohawk

Date Application Signed: 5/11/2016

zoeyvoss2016@outlook.com

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: \$130.00

623

License Categories: Hospitality Fee, Special Event Food Stand, Technology Fee

ESTABLISHMENT: LouLou's Kitchen - SEFS

ISSUED TO:

Carolyn Lou Mohawk

11448 Salonen Road

Chisholm, Minnesota 55719

EVENT LOCATION:

1. Spring Craft & Food Truck Show - Hibbing - 05/30/2026 thru 05/30/2026
2. Hibbing Speedway - Hibbing - 06/06/2026 thru 06/06/2026
3. Hibbing Speedway - Hibbing - 06/30/2026 thru 06/30/2026
4. 4th of July - Nashwauk - 07/04/2026 thru 07/04/2026
5. Hibbing Jubilee - Hibbing - 07/11/2026 thru 07/11/2026
6. Hibbing on Howard - Hibbing - 07/20/2026 thru 07/20/2026
7. Hibbing on Howard - Hibbing - 08/03/2026 thru 08/03/2026
8. Hibbing Speedway - Hibbing - 08/15/2026 thru 08/15/2026
9. Hibbing Speedway - Hibbing - 09/06/2026 thru 09/06/2026
10. Food Truck Festival - Virginia - 09/26/2026 thru 09/26/2026

License Year: 2026

License Type(s): Special Event



Minnesota Motor Vehicle Registration | Cab Card

Minnesota Department of Public Safety
Driver and Vehicle Services

445 Minnesota Street, Saint Paul, MN 55101-5185

Phone: 651-297-2126 | TTY: 651-282-6555

Online: drive.mn.gov | Email: dvs.motor.vehicles@state.mn.us

CAROLYN MOHAWK
11448 SALONEN RD
CHISHOLM MN 55719-8042

Registered Owner(s)

CAROLYN LOU MOHAWK

PAID

MAY 05 2026

DEPUTY 012

Plate: CSK1505
Plate type: Commercial Trailer (CT) Class
Sticker: E0436962
Registration period: 05 May, 2026 to 28 Feb, 2027
Vehicle ID number: 1WC200G28Y7004300
Year | make | model: 2000 WELL EXPRESS
Title number: 21442803-1
Gross vehicle weight: 6,000 lbs (Code D)
Vehicle class: Trailer
Vehicle use type: Commercial

Additional Fees

EV/PHEV Surcharge:	0.00
Expedited title fee:	0.00
RGW/farm/installment fee:	0.00
Lease extension fee:	0.00
Organ donation fee:	0.00
Reinstatement fee:	0.00
Salvage inspection fee:	0.00
Special plate transfer fee:	0.00

Thank you for visiting office 012 Hibbing on: Tuesday, May 05,
2026 02:26 PM

Staple Stickers Here

Before applying tabs, make sure plates are clean and dry.

Keep this registration | cab card in your vehicle.

You must keep this card in the vehicle at all times if
your vehicle is taxed based on gross weight.

Minnesota Statutes, section 169.791 requires the
driver to have proof of insurance for the vehicle and to
show it to a peace officer upon demand.

I attest by this transaction that this vehicle is insured
while operated upon the public roads as required by
law. Proof of insurance will be carried in the vehicle.

Fees

Admin/registration tax:	11.00
Plate fee:	0.00
Contribution fee:	0.00
Wheelage tax:	0.00
Tech surcharge fee:	2.25
PS vehicle fee:	0.00
Transfer tax:	0.00
Title fee:	0.00
Lien fee:	0.00
MV sales tax:	0.00
Late transfer penalty:	0.00
Sub total:	13.25
VS deputy surcharge:	1.00
State/deputy filing fee:	8.00
Total paid:	22.25



Minnesota Motor Vehicle Registration | Cab Card

Minnesota Department of Public Safety
Driver and Vehicle Services

445 Minnesota Street, Saint Paul, MN 55101-5185

Phone: 651-297-2126 | TTY: 651-282-6555

Online: drive.mn.gov | Email: dvs.motor.vehicles@state.mn.us

CAROLYN MOHAWK
11448 SALONEN RD
CHISHOLM MN 55719-8042

Registered Owner(s)

CAROLYN LOU MOHAWK

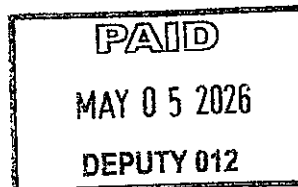


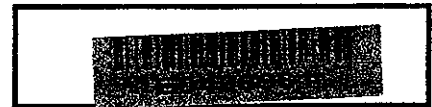
Plate: ZNG410
Plate type: Blackout
Sticker: E0436961
Registration period: 05 May, 2026 to 31 May, 2027
Vehicle ID number: 1C6RD7FT5CS141197
Year | make | model: 2012 DODG RPC
Title number: 24366251-1
Base value | MSRP: \$31,005
Vehicle class: Passenger Vehicle
Vehicle use type: Personal Use

Additional Fees

EV/PHEV Surcharge:	0.00
Expedited title fee:	0.00
RGW/farm/installment fee:	0.00
Lease extension fee:	0.00
Organ donation fee:	0.00
Reinstatement fee:	0.00
Salvage inspection fee:	0.00
Special plate transfer fee:	0.00

Thank you for visiting office 012 Hibbing on: Tuesday, May 05.

Staple Stickers Here



Before applying tabs, make sure plates are clean and dry.

Keep this registration | cab card in your vehicle.

You must keep this card in the vehicle at all times if your vehicle is taxed based on gross weight.

Minnesota Statutes, section 169.791 requires the driver to have proof of insurance for the vehicle and to show it to a peace officer upon demand.

I attest by this transaction that this vehicle is insured while operated upon the public roads as required by law. Proof of insurance will be carried in the vehicle.

Fees

Admin/registration tax:	30.00
Plate fee:	0.00
Contribution fee:	30.00
Wheelage tax:	0.00
Tech surcharge fee:	2.25
PS vehicle fee:	0.00
Transfer tax:	0.00
Title fee:	0.00
Lien fee:	0.00
MV sales tax:	0.00
Late transfer penalty:	0.00
Sub total:	62.25
VS deputy surcharge:	1.00



Auto Policy

864532903

INSURANCE IDENTIFICATION CARD - Minnesota

Policy Number: 864532903**NAIC Number:** 16322**Effective Date:** 04/17/2026**Expiration Date:** 10/17/2026**Insurer:** Progressive Direct Insurance Co 1-800-776-4737

PO Box 31260 Tampa, FL 33631

Named Insured(s):

Carolyn L Mohawk

Year Make

2012 Dodge

2019 Ram

Model

Ram 1500

Ram 1500

VIN

1C6RD7FT5CS141197

1C6RRFFG3KN737436

Carolyn L Mohawk

Platinum Level

Valued Customer Since 2025

Form A022 (04/23)

**Add to Apple Wallet**

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away

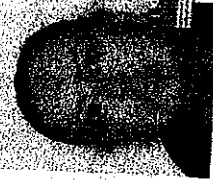



MINNESOTA

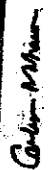
**ENHANCED
DRIVER'S
LICENSE**

1 MOHAWK
2 CAROLYN LOU
8 11448 BALONEN RD
CHISHOLM, MN 55718-8042

40 DL# S279-192-071-818 44 ISS 04/18/2025
3 DOB 03/17/1970 45 EXP 03/17/2029
9 CLASS D
12 RESTR NONE
04 ENDM



18 SEX F 17 WGT 165 lb
19 HGT 5'-07" 19 EYES HAZ
51 DOB 00000011231081 03/17/70



3:56



2 Messages Insurance

CERTIFICATE OF LIABILITY INSURANCE

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 POLICY(IES) 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 have **ADDITIONAL INSURED** provisions or be endorsed **IF SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy. certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSUREPRO PO BOX 301, AUSTIN, TX 78705		CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE: JAC. No. Ext. 1-800-444-4427 FAX: JAC. No. E-MAIL: progressivecommercial@email.progressive.com ADDRESS:															
INSURED Carolyn MOHAWK DBA: Loulous kitchen 11448 Salonen Rd Chisholm, MN 55719		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC</th> </tr> <tr> <td>INSURER A: United Financial Casualty Company</td> <td>11770</td> </tr> <tr> <td>INSURER B:</td> <td></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	NAIC	INSURER A: United Financial Casualty Company	11770	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC																
INSURER A: United Financial Casualty Company	11770																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 535174968186789003D061225T195154 **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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ IND. ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOD AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N N	998771372	06/13/2025	06/13/2026	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$20,000 BODILY INJURY (Per accident) \$50,000 PROPERTY DAMAGE (Per accident) \$10,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below See ACORD 101 for additional coverage details	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		N N	998771372	06/13/2025	06/13/2026	\$

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

CERTIFICATE HOLDER

Carolyn MOHAWK DBA: Loulous kitchen
 11448 Salonen Rd
 Chisholm, MN 55719

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pank

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page

AGENCY INSUREPRO POLICY NUMBER 998771372		NAMED INSURED Carolyn MOHAWK DBA: Loulous kitchen 11448 Salonen Rd Chisholm, MN 55719	
CARRIER United Financial Casualty Company		NAIC CODE 11770	EFFECTIVE DATE: 06/13/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s) Limits



Open in Jaders Printer





STATEMENT OF PURPOSE

American Promotional Events dba TNT Fireworks is submitting for approval for the attached application.

Location address: 12080 HWY 169 W, HIBBING, MN, 55746

The purpose is to sell Minnesota State approved fireworks in a temporary tent from approximately, June 20, 2026 – July 5, 2026. The tent will be erected about three days prior to the sale and removed within two to five days of completion of the sale. The hours of operation will be from 8am – 10pm, or as dictated by local location ordinances.

There will be two fire extinguishers readily accessible. “No Smoking,” age limit signs, as well as “No Discharging Fireworks within 300ft” signs will be posted and enforced. There will be a minimum of two people onsite at all times and the product will be secured 24/7 to ensure safety.

If you have any question, please do not hesitate to call me at 256-768-0000.
Sincerely,

Lisa McGee

Lisa McGee
Regional Administrative & Permitting Coordinator
mcgeel@tntfireworks.com

AMERICAN PROMOTIONAL EVENTS, INC.
P.O. BOX 1318 – 4511 HELTON DRIVE - FLORENCE, AL 35630
PHONE (256) 764-6131 – FAX (205) 533-6043
www.tntfireworks.com



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: JERRY STOCKSETT
2. All other names under which the applicant conducts business or to which applicant officially answers.
3. A physical description of the applicant:
Hair Color: BROWN Height: 5' 11" Weight: 250
Eye Color: BLUE Distinguishing Marks/Features:
4. Full address of applicant's permanent resident.
4003 HELTON DRIVE, FLORENCE, AL 35630
5. Telephone number of applicant's permanent residence. 256.246.2827
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.
AMERICAN PROMOTIONAL EVENTS dba: TNT FIREWORKS
7. Full address of applicant's regular place of business (if any).
4003 HELTON DRIVE, FLORENCE, AL 35630

8. Any and all business related telephone numbers of the applicant. 256.764.6131

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

RETAIL SALE OF MN STATE APPROVED FIREWORKS

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). 06.20 - 07.05

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: JACOB QUAM - MN AREA MANAGER - 612.263.4666

Location: WALMART PARKING LOT: 12080 HWY 169 W, HIBBING, MN

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

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

a. WEST ST PAUL

b. SARTELL

c. ALBERT LEA

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. SEE PERMISSION LETTER

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

MN STATE APPROVED FIREWORKS - SEE PRODUCT LIST

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

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

5444946

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.

Applicant's Signature: _____

Jerry Stocksett

Applicant's Printed Name: _____

JERRY STOCKSETT

Date Application Signed: _____

02.09.2026

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____



TRANSIENT MERCHANT LICENSE APPLICATION

St. Louis County, Minnesota

Fee: \$150.00 per site; Surety Bond: In the amount of at least \$1,000

TO THE COUNTY AUDITOR OF ST. LOUIS COUNTY, STATE OF MINNESOTA: For the purpose of securing a license to engage in and to transact business as a Transient Merchant under the provisions of Minnesota Statute Chapter 329 within the County of St. Louis and State of Minnesota, the undersigned respectfully makes application for such license and submits the following statement of facts as provided by law:

APPLICANT

Applicant Full Name (Owner or Partner)
JERRY STOCKSETT

Social Security #
477-02-9027

Applicant's Residence Address
1807 HUNTINGTON WAY

City FLORENCE State AL Zip 35630

Applicant's Address for the Prior Two-Year Period (if different than above)

City State Zip

Email Address
stocksettj@tntfireworks.com

Daytime Telephone #
256.764.6131

BUSINESS

Legal Business Name
AMERICAN PROMOTIONAL EVENTS

DBA TNT FIREWORKS

Business Address
4003 HELTON DRIVE

City FLORENCE State AL Zip 35630

Business Address for the Prior Two-Year Period (if different than above)

State Zip

Minnesota Tax Identification # (if applicable)
8850550

Federal Tax Identification # (if applicable)
63-813092

Mailing Address (Where to Send License)
4003 HELTON DRIVE

City FLORENCE State AL Zip 35630

Type of Business engaged in for the Prior Two-Year Period
RETAIL SALE OF MN STATE APPROVED FIREWORKS

Place of Sale (building name, if applicable - address)
WALMART # 2937 12080 HWY 169 W

City HIBBING State MN Zip 55746

Beginning Date of Sale
06.20

Ending Date of Sale
07.05

Type of Business to be Conducted
RETAIL SALE OF MN STATE APPROVED FIREWORKS

Auctioneer's Full Name (If sale is to be conducted as an auction)

Minnesota Auctioneer's License #

SURETY BOND

Insurance Agent's Name
ASHLEY BURNS

Insurance Agent's Phone #
770-609-0565

APPOINTMENT OF THE COUNTY AUDITOR AS AGENT

The undersigned does hereby constitute and appoint Donald Dicklich, Auditor of St. Louis County, Minnesota, and his successor or successors in office, his agent and attorney to accept service of process and upon whom service of process may be had in any action to which he is a party arising out of the sale of merchandise for which the license referred to in the preceding application is sought, and service on said agent shall be taken and held as a personal service. The appointment shall be and continue in force until all causes of action arising out of such sale shall be barred by the statute of limitations.

SIGNATURE

By submitting this application, I certify under the penalty of perjury that statements made in this application are true and inclusive to the best of my knowledge. I further certify that I have authorization to make this application on behalf of the entity named above. I acknowledge that the County of St. Louis, Minnesota reserves the right to examine supporting documentation and information provided herein.

Applicant Signature: *Jerry Stocksett*

Date: 05.07.2026



802 Respect Drive
Bentonville, AR 72716
Jimmy.Buchanan@walmart.com

November 5, 2025

To Whom It May Concern,

American Promotional Events, Inc. dba TNT Fireworks is an approved National Supplier to conduct fireworks promotions on our Walmart parking lots where this type of promotion is legal. All stores have been researched and approved by the Walmart Realty Department. Approximate time frame for the select stores approved for additional selling date promotions are:

- **May 20th, 2026 to July 12th, 2026** with the exception of Utah which has an additional selling period through the end of July for Pioneer Days.

American Promotional Events, Inc. dba TNT Fireworks is authorized to sign for and obtain all necessary permits and/or licenses for the promotion and must display such permits and/or licenses at each stand/tent. Walmart grants permission for all patrons of the sale to utilize the restroom facilities at each participating store.

An American Promotional Events, Inc. dba TNT Fireworks representative will call you to introduce the company and discuss your participation in the event. Participation is encouraged and does add additional income to your other income account. Store Management must approve the store's participation and placement on the parking lot.

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-767-7142.

Best Regards,

Signed by:

A handwritten signature in black ink that reads "Jimmy Buchanan".

C1C50CE93BEF40C...

Jimmy Buchanan
Senior Manager
Walmart Retail Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2026

10/31/2025

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 have **ADDITIONAL INSURED** provisions or 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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Century Surety Company		36951
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 12145859**REVISION NUMBER:** XXXXXXXX

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:	Y	N	CCP1254837	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	☐ 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	NOT APPLICABLE			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

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

Additional Insured; Property located at 12080 Highway 169W, Hibbing, MN 55746. (FMN0037) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION****12145859**

Walmart Stores, Inc.
702 SW 8th Street
Bentonville AR 72716

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

FMN0037
WAL-MART #2937
12080 HWY 169 W
HIBBING, MN 55746



Wholesale Distributor
OC

I N V O I C E

TNT0002

LAMMY

Account No	Inv Date	Inv No	Due Date	Order No	Location	Disc Rate
3358902	02/19/26	587	07/07/26	587	FMN0037	20 %

Sold To: LOUIS FREDRICK YOUNG
715 8TH ST NW
CHISHOLM MN 55719

Ship To: WALMART #2937
12080 HWY 169 W
HIBBING MN 55746

SFM No: W-1081/MO0860
Sales Associate: 214 Jacob Quam

Item No	Description	Retail Price	Unit Price	Qty Ship	Ext Amnt
***** ASSORTMENTS *****					
101206	BIG BANG - REVISED -CA VERSION	499.99	EA	399.9900	1 399.99
101808	BIG TIMER SS J09	249.99	EA	249.9900	6 1499.94
102046	PYRO PAK BAG SS COM J10	29.99	EA	29.9900	15 449.85
102048	INDEPENDENCE TRAY SS COM J10	59.99	EA	47.9900	24 1151.76
102052	49'ER SS COM J10	89.99	EA	71.9900	32 2303.68
102054	ALL AMERICAN SS COM J10	149.99	EA	149.9900	18 2699.82
102056	PERFECT SHOW SS COM J10	189.99	EA	189.9900	20 3799.80
102129	THE BIG DELUXE SS ALL J11	299.99	EA	239.9900	6 1439.94
102201	HOT ZONE SS COM	69.99	EA	55.9900	12 671.88
102651	TNT SACK PACK NO WHEELS SS J20	44.99	EA	35.9900	24 863.76
102712	THE BIG BOX SS J22	399.99	EA	319.9900	1 319.99
102837	THE ONE AND ONLY BOX SS WM J23	99.97	EA	99.9700	1 99.97
190114	GRAB BAG SPECIAL SS SM	60.00	EA	48.0000	10 480.00
***** BASE FOUNTAINS *****					
	ALLEGIANCE	129.99	EA	129.9900	4 519.96
	SPRINKLES J26	15.99	EA	15.9900	18 287.82
	BALD AND BEAUTIFUL J26	29.99	EA	29.9900	18 539.82
	LIZARD WIZARD J26	39.99	EA	39.9900	12 479.88
	FINAL SALUTE J26	109.99	EA	109.9900	4 439.96
	MAD DOG XL J26	29.99	EA	29.9900	12 359.88
	VIVA EL FUTBOL J26	9.99	EA	9.9900	48 479.52
	AMERICAN PRIDE J26	49.99	EA	49.9900	6 299.94
200165	JUMBO 20 ROCKET FOUNTAIN	12.99	IP	6.5000	72 468.00
200184	MAD DOG FOUNTAIN	29.99	EA	15.0000	24 360.00
200759	PURPLE RAIN FTN J07	12.99	EA	6.5000	72 468.00
200860	ENCORE J11	99.99	EA	79.9900	12 959.88
200915	DELIRIUM J11	59.99	EA	59.9900	4 239.96

200917	JUMBO PURPLE RAIN J11	44.99 EA	44.9900	12	539.88
200994	OPENING SHOW J12	99.99 EA	79.9900	4	319.96
201165	PICCOLO PETE FOUNTAIN YELLOW	5.10 IP	.8500	48	40.80
201207	COOL BREEZE	2.78 EA	2.7800	216	600.48
201231	USA ROCKET FOUNTAIN J18	12.99 EA	6.5000	96	624.00
201232	INFERNO J18	19.99 EA	10.0000	40	400.00
201234	FREEDOM J18	24.99 EA	24.9900	24	599.76
201364	SPARKLE BERRY J19	24.99 EA	19.9900	36	719.64
201373	LIVING THE DREAM J19	59.99 EA	59.9900	16	959.84
201476	CENTENNIAL FOUNTAIN J20	11.99 EA	11.9900	48	575.52
201483	LIGHT SYMPHONY J20	79.99 EA	79.9900	6	479.94
201487	COUNT IT DOWN J20	99.99 EA	79.9900	4	319.96
201498	LA CALACA J21	39.99 EA	39.9900	12	479.88
201531	CANDY PAINT J20	119.99 EA	119.9900	8	959.92
201550	FRUIT BOWL J21	32.99 EA	32.9900	12	395.88
201563	BOMB POP J22	29.99 EA	29.9900	18	539.82
201573	LAVA PANTHER J22	89.99 EA	45.0000	12	540.00
201595	MAGIC SEASHELL FOUNTAIN J23	29.99 EA	15.0000	24	360.00
201596	PUPPY PARTY FOUNTAIN J23	24.99 EA	19.9900	16	319.84
201599	THE 5 MINUTE SHOWDOWN J23	99.99 EA	99.9900	12	1199.88
201606	MASTER OF SPARKS J23	99.99 EA	99.9900	4	399.96
201617	MARTIAN MAN J24	32.99 EA	32.9900	24	791.76
201618	ETERNAL ERUPTION J24	29.99 EA	29.9900	20	599.80
201622	SILENT INSANITY J24	24.49 EA	24.4900	12	293.88
201626	WORLD CHAMP J24	49.99 EA	49.9900	8	399.92
201700	TINY TITAN J25	15.99 EA	8.0000	48	384.00
201701	SILENT DISCO J25	22.99 EA	22.9900	16	367.84
201704	VOLCANIC FURY J25	89.99 EA	45.0000	6	270.00
201705	AMERICAN REVOLUTION J25	49.99 EA	49.9900	6	299.94
201706	ELECTRO J25	32.99 EA	32.9900	24	791.76
201708	STELLAR SHOW J25	69.99 EA	69.9900	8	559.92
***** CALIFORNIA CANDLES *****					
230030	MIGHTY SWORD J21	9.99 EA	7.9900	72	575.28
230033	FAIRY WANDS J21	13.99 EA	13.9900	48	671.52
230041	LASER SABER J23	13.99 EA	13.9900	24	335.76
230044	NINJA STICKS J24	13.99 EA	13.9900	48	671.52
230050	MINI DAGGER J25	11.99 EA	6.0000	72	432.00
***** GROUND SPINNERS *****					
290142	GROUND BLOOM FLOWER PK 6 J07	4.99 EA	2.5000	360	900.00
***** NOVELTIES *****					
320536	POP-IT'S TNT	3.60 BX	.9600	480	460.80
320583A	SMALL TANK W STAR 10/12 CC J14	.97 EA	.9700	480	465.60
320777	GLOW SNAPS (WINDOW) J22	1.99 EA	1.9900	240	477.60
320827	DINO EGG NEST J23	14.99 EA	11.9900	40	479.60
***** SMOKE *****					

351036	SMOKE BALLS ASST'D TNT J07	1.62 BG	1.6200	720	1166.40
351117	SMOKE STICKS 4-PK J24	11.99 EA	9.5900	48	460.32
*****		SPARKLERS	*****		
380088	#36 MORNING GLORY	10.99 BG	10.9900	96	1055.04
380246	MORNING GLORY #14	3.99 EA	2.0000	360	720.00
380402	#10 MORNING GLORY J22	15.99 BX	8.0000	48	384.00
380403	#14 NEON SPARKLER PDQ NYP J22	15.99 EA	8.0000	64	512.00
380404	#20 GOLD SPARKLER J22	15.99 EA	8.0000	64	512.00
380405	#10 GOLD SPARKLER J22	7.99 EA	7.9900	96	767.04
*****		PUNK	*****		
390014A	PUNK JUMBO 250 COUNT J20	.25 EA	.1300	250	32.50
*****		COUNTER CASES	*****		
	SAT FOUNTAIN CASE C VER. 3 J26	.01 EA	.0100	1	.01
	SAT NOV CAR CC J26	.01 EA	.0100	1	.01
=====					
PRODUCT SUB TOTAL					49295.78

TOTAL WEIGHT (FIREWORKS):	2,549 LBS	INVOICE TOTAL	49295.78
---------------------------	-----------	---------------	----------

GL Cost Center: 21160



AMERICAN PROMOTIONAL EVENTS
EAST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

Check No. - 10250448

Check Date - 5/4/2026

Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
FMN0037/214/J26/154	5/1/26	Permitting Fees	250.00		250.00

250.00

250.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
EAST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

WELLS FARGO BANK, NA
56-382
412

CHECK NO. 10250448

VENDOR	DATE	AMOUNT
640665	5/4/2026	\$*****250.00

PAY TWO HUNDRED FIFTY AND 00/100*****

TO THE
ORDER OF

CITY OF HIBBING
401 E 21ST ST
HIBBING MN 55746

REQUIRES 2 SIGNATURES

Genie Nelson
Martha Rhodes

⑈10250448⑈ ⑆041203824⑆ 9600126032⑈

HOME DEDICATION AND OPEN HOUSE

May 29, 11:00 AM

3707 3rd Ave. W., Hibbing



Welcome new
homeowners
to the neighborhood!
THE MCNIFF FAMILY



North St. Louis County

**Habitat
for Humanity®**

built through
partnerships with
Hibbing High School and
Minnesota North College



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of March, 2026, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Hibbing, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 15,000 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 10th + Dates in 2027, 2028, 2026 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 15,000 in full by May 1st (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 11th or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

- VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.
- VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made as of June 18, 2025, by and between **Housing and Redevelopment Authority of Hibbing**, a public body corporate and politic of the State of Minnesota, 3115 7th Ave. E., Hibbing, MN 55746, BUYER, and **City of Hibbing**, a municipal corporation, 401 East 21st Street, Hibbing, MN 55746, SELLER.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as: That part of the South 360 feet of the NE ¼ of the SE ¼ lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company, Section 24, Township 57 North of Range 21, West of the Fourth Principal. (the "Property"). The Property is located 3900 5th Avenue West, Hibbing, MN, County of St. Louis, State of Minnesota, and taxed under Parcel No. 140-0290-00619.

There is no personal property or improvements included in this sale except for the Seller's obligation to have the site shovel ready at closing.

3. **DATE OF BINDING AGREEMENT.** This Agreement is binding on the parties as of the date in paragraph 1 above.

4. **PRICE AND TERMS.** The parties will continue to negotiate and agree on the price of the Property prior to CLOSING. The consideration upon CLOSING under this Purchase Agreement is an equity gift of the current appraised value of the property.

5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota; and
- D. Utility and drainage easements which do not interfere with existing improvements; and
- E. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer prior to closing (must be specific and in writing as "Permitted Encumbrances").

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Buyer shall be responsible for all real estate taxes accruing subsequent to the date hereof and for any special assessments placed on the Property subsequent to the date hereof. Seller is responsible for all taxes applicable to years prior to closing and payable in years prior to closing and for any penalty and interest thereon, said amounts to be identified and paid at closing from closing proceeds.

Insofar as assessments are concerned, Seller is responsible for assessments pending or levied up to CLOSING and Buyer is responsible for assessments pending or levied subsequent to CLOSING.

7. **DAMAGES TO REAL PROPERTY.** Buyer shall bear the risk of any damage to the real property while conducting its due diligence testing.

8. **SELLER'S BOUNDARY LINE, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the property. Seller warrants that there has been no labor

or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

9. CONDITION OF PROPERTY.

- A. Other than as revealed in reports provided to the City of Hibbing by Braun Engineering and the Minnesota Pollution Control Agency in advance of the closing hereunder, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the property by any person in violation of any law, nor of any underground storage tanks having been located on the property at any time.
- B. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.
- C. Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites).
- D. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.
- F. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- H. Seller's warranties and representations contained in this Paragraph 9, shall survive the delivery of the Deed.

10. DISCLOSURE OF NOTICES. Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the property. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

11. POSSESSION. Seller shall deliver possession of the property not later than CLOSING.

12. EXAMINATION OF TITLE. At least 30 days before the anticipated closing date, Seller shall provide evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending Special Assessments, to Buyer or Buyer's designated title search provider, as follows:

This property is Torrens/Abstract. Seller shall provide a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota. Seller shall pay the cost of title examination fee and the costs of evidence of title for such title insurance policy.

Buyer shall be responsible for the title insurance premium if Buyer chooses to obtain the owner's policy of title insurance.

13. TITLE CORRECTIONS AND REMEDIES. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Marketable title includes dealing within any encroachments, trespassing or squatters, including hunting shacks and/or stands. In the event Seller has not provided marketable title by the date of closing, Seller shall have the right upon written notice to Buyer to extend the closing date for an additional 30 days to

make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to this 30-day extension, Buyer and Seller may, by mutual written agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement, if title fails, cancelled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is cancelled for title failures. If either party declares this Purchase Agreement cancelled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

14. **DEFAULT.** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement, and any payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.

If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

15. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1. above and, if mailed, are effective as of the date of mailing.

16. **MINNESOTA LAW.** This contract shall be governed by the laws of Minnesota.

17. **WELL DISCLOSURE.** Seller certifies that Seller knows of no wells on the described real property.

18. **SELLER'S AFFIDAVIT.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank (Form No. 116-M, 117-M, or 118-M) Affidavit of Seller.

19. **BINDING NATURE.** This Agreement is binding on heirs, successors and assigns.

20. **CONTINGENCIES.** In addition to Title, the contingencies relate to the feasibility of the project and the obtaining of sufficient funding to build the project. Buyer agrees to keep Seller fully informed as to the status of those issues. Additionally, the parties agree as follows:

A. Seller agrees to clear, balance and remediate the land/soils, as necessary, to a shovel-ready state in order to provide an immediate, mortgageable, and buildable site(s) for multifamily residential development;

B. Seller agrees to provide both viable and insurable legal access and utilities to include building any extension of current public roads and utilities;

C. At CLOSING, Buyer agrees to grant Seller a Right of First Refusal upon property it currently owns legally described as Outlots A, B and C, GREENHAVEN SECOND DIVISION, and contained under Tax Parcels 140-0098-02270, 140-0098-02280 and 140-0098-02290. It is understood between the parties that said

Right of First Refusal can only be given if approved by the Secretary of Housing and Urban Development (HUD), contingent upon said property being released from the Declaration of Trust (defined below) by HUD, which prohibits “transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering...” under the terms of a Declaration of Trust filed February 28, 1994, in the office of the St. Louis County Recorder as Document No. 597781 and in the office of the St. Louis County Registrar of Titles as Document No. 579231;

D. This sale is contingent upon Buyer obtaining funding through the Minnesota Housing Finance Agency by June 30, 2026; and

E. This sale is contingent upon the City approving the sale of the property as a part of its Comprehensive Plan.

21. **CLOSING.** Closing shall be at the office as directed by Minnesota Housing Finance Agency (MHFA). The Closing shall occur at such time as Buyer is able to secure the funding and close on the purchase and the financing for the facility to be constructed. If Buyer’s anticipated funding through MHFA is not approved by June 30, 2026, Either party shall have the option to cancel this Agreement. This Purchase Agreement may be continued but only by the mutual agreement of the parties. Status of Buyer’s efforts to secure funding will be provided to Seller upon request. Buyer shall notice Seller regarding a Closing Date at least thirty (30) days in advance of such Closing.

22. **CLOSING COSTS.** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

A. **SELLER’S COSTS.** Seller shall pay the following at closing:

- (1) Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.
- (2) Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.
- (3) Document preparation costs for Seller’s deed and any other documents necessary to transfer good and marketable title by Seller’s deed.
- (4) Deed tax on Seller’s deed.
- (5) One half of the closer’s fee.

B. **BUYER’S COSTS.** Buyer shall pay the following at closing:

- (1) One-half of the closer’s fee.
- (2) Recording fee for Seller’s deed.
- (3) All Buyer’s financing charges.

23. **EXPIRATION OF AGREEMENT.** This Vacant Land Purchase Agreement shall expire on June 30, 2026, with additional option to extend as long as all funding has been approved.

24. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Vacant Land Purchase Agreement as of the date first above written.

Buyer hereby agrees to purchase the property for the price and terms and conditions set forth above.

HOUSING AND REDEVELOPMENT AUTHORITY
OF HIBBING

By: _____

Date: _____

Seller hereby agrees to sell the property for the price and terms and conditions set forth above.

CITY OF HIBBING

By: _____

Pete Hyduke
Its: Mayor _____

Date: _____

By: _____

Candie Seppala
Its: City Clerk _____

Date: _____

FIRST AMENDMENT TO PURCHASE AGREEMENT

dated June 18, 2025
between City of Hibbing, Seller, and
Housing and Redevelopment Authority
of Hibbing, Buyer

In consideration of the mutual covenants of the parties hereto and other good and valuable consideration, the parties hereby Amend the above referenced Purchase Agreement as follows:

Paragraph 23 of the Purchase Agreement is amended to read as follows:

23. EXPIRATION OF AGREEMENT. This Vacant Land Purchase Agreement shall expire on June 30, 2027, with additional option to extend as long as all funding has been approved.

All other provisions of the June 18, 2025, Purchase Agreement to remain in full force and effect.

SELLER
City of Hibbing

BUYER
Housing and Redevelopment
Authority of Hibbing

By: _____
Pete Hyduke (Date)
Its: Mayor

By: _____
Candie Seppala (Date)
Its: City Clerk



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 Summer Girls Fastpitch Club	
Type of Organization:	Non profit recreational club	
Mailing Address:	PO Box 15	
City, State, Zip	Hibbing, MN. 55746	
Contact Person:	Mike Danks	Daytime Phone Number: 218 966 8823
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:	Vic Power Park
Dates of Activity:	July 17-19th 2026
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☒ Other Split the pot ball toss
Price Per Ticket:	\$20 bat raffle/ \$2 Ball toss split the pot
Total value of prizes to be awarded:	\$500 bats/ split the pot limited to \$1000
Types of Prizes:	Bats/ cash

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

 Organization Representative

 Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval



TURF TANK®



ACCURATE CONSISTENT EFFICIENT



LINE MARKING FOR [MN] Hibbing Parks and Recreation



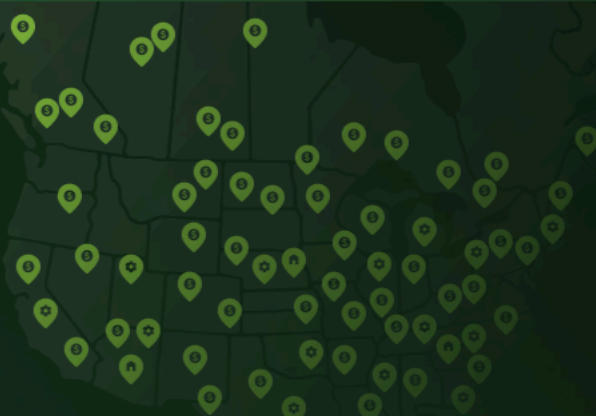
50%
savings on paint



90%
savings on labor



100%
accurate lines



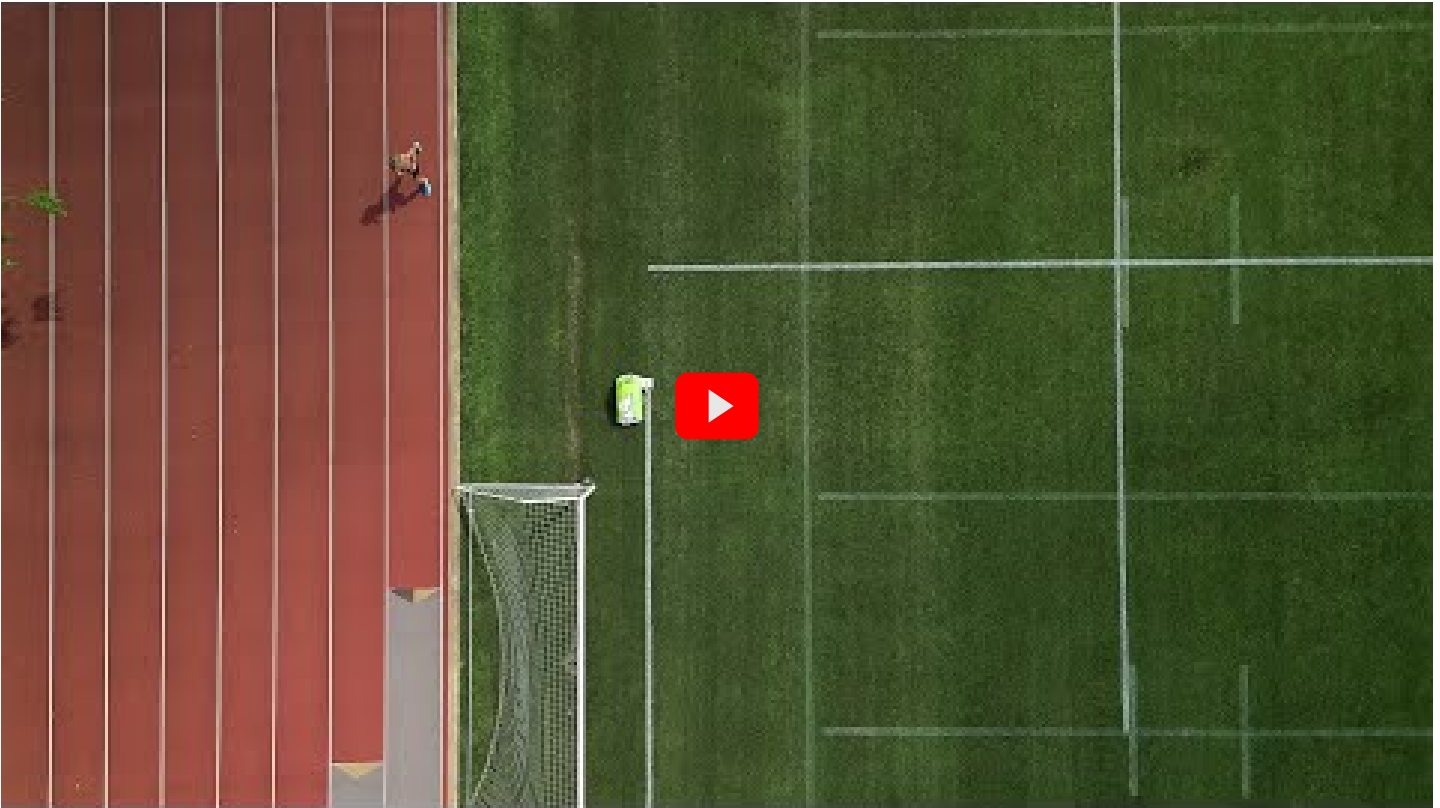
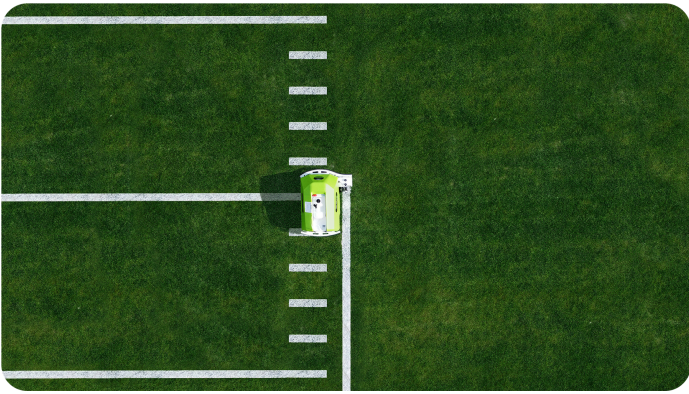
We've got your back



6,000+
Customers Worldwide



200+
Employees Worldwide





Rental Agreement

2026

CUSTOMER INFORMATION

Company Name Hibbing Parks and Recreation		Country United States	Phone Number
Billing Address 400 East 23rd Street	City Hibbing	State MN	Zip 55746
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 400 East 23rd Street	City Hibbing	State MN	Zip 55746

EQUIPMENT INFORMATION

Equipment Description	Package Type	Record ID	Quantity
TT2	Pro	57452218797	1

PAYMENT INFORMATION

Recurring

Turf Tank Two - Pro - 3 Years Subscription - 2 Logos - No Paint (SKU:9030103031001)		Price \$6,500.00
Includes:		Discount \$1,000.00
- Unlimited Sports included - Turf Tank Two + GPS Package - Tablet (Samsung Galaxy Tab) - 5.5 gal Paint Capacity - (2) 5.5 Gallon Paint Jugs - (2) Maintenance and Training Visits/Per Year - Continuous Software Improvements - Parking Lot Feature Included - Geometry Package included - Free-form text creation included - Training and Online resources included - (2) Robot Batteries for Turf Tank Two - Upgrade kit included: (1x Suction Rod, 3x Ground Spikes) - Premium Upgrade Kit included: (4x LP-E6 Base Station Batteries, 1x Solenoid, 1x pump incl. Fittings, 1x Spray Kit - Flat Nozzes, 1x Spray Kit - Cone Nozzles, 7x Groundspikes) - Customer Support: Monday to Friday 7 am to 10 pm EST Saturday and Sunday 8 am to 5 pm EST - Major Components Warranty - Covered (See warranty document) - Wear and tear warranty - 90 days covered (See warranty document) - (1) Service Kit/Per year: (Includes: 1x Solenoid, 1x Pump, 1x Suction rod w/hoses) - Courtesy Robot (If necessary) - Package includes: 2x Customized Logo		
Quantity 1		Total \$5,500.00
Semi-Annual Fee		Price \$250.00
Quantity 1		Total \$250.00

Total Annual Value	\$11,500.00
Total Contractual Value	\$34,500.00
Total Number of Payments	6
Amount Due per Payment	\$5,750.00

One-time

Implementation Fee		Price \$1,700.00
Includes:		Discount \$850.00
- Configuration and Shipping of Robot - Secure Inventory and Lock in Installation Date - Product Training and Online Resources		
Quantity 1		Total \$850.00
Custom Logo		Price \$1,500.00
		Discount 100 %
Quantity 2		Total \$0.00

One-time total	\$850.00
Fee	0 %
Total 1st Invoice	\$6,600.00

Spring 2026 Discount;Demo Incentive 50% off Imp
Spring Discount

50% off implementation fee

Semi-annual payments

TERMS AND CONDITIONS

1. Equipment and Services: NAME OF CUSTOMER: [MN] Hibbing Parks and Recreation

("Customer" or "You") requires access to certain equipment and software and Intelligent Marking USA Inc. dba Turf Tank ("Turf Tank", "us" or "we") has the right to rent or sell the equipment listed above and, on any schedule, attached to this Agreement (the "Equipment") and to provide access to certain software embedded in the Equipment. Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment and all underlying software (see Section 3 below). This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above ("Initial Rental Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each an "Extended Term" and together with the Initial Term, the "Term") unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or then-current Extended Term. Turf Tank grants you a limited, nontransferable, non-sublicensable right to use the Equipment and underlying software during the Term of this Agreement, subject to these terms and conditions.

2. Fees, Billing, and Payment Terms: The implementation fee and the initial Equipment subscription fee ("Service Fees") will be invoiced on the date of Equipment shipment and shall be payable Net 18 from the invoice date. At each Renewal Term, the Service Fees will be invoiced thirty (30) days prior to the anniversary of the install date and shall be payable Net 30 from the invoice date. In addition to Service Fees, you agree to pay when due, either directly or as reimbursement to Turf Tank, all sales, use and personal property taxes and charges in connection with the ownership and use of the Equipment, unless you provide us with a copy of your valid tax-exempt certificate. Any such applicable charges will be reflected on invoices issued to you. You agree to pay all undisputed charges on a timely basis. You shall provide written notice of, and the basis for, any such good faith disputed amount, (via e-mail at billing@turf-tank.com) within forty-five (45) days of the date of the invoice. The parties will reasonably and expeditiously work to resolve the dispute. Failure of Turf Tank to invoice you in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Turf Tank of its rights to payment and all outstanding amounts shall remain due and payable in full by you.

3. Title: The Owner, a Danish private limited company validly incorporated under the laws of Denmark with a company registration no. 36722436 and a registered address at Skjoldet 20 DK9230 Svenstrup J, has full and unconditional title to the Equipment and software.

4. Equipment Use, Maintenance, Warranties and Data Access: During the Term, Turf Tank hereby transfers to you any manufacturer warranties to the extent the same are provided to us by Owner, and such warranty coverage is set forth on Subscription Warranty document to this Agreement ("Warranty"). You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty ("Warranty Claim") and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. Aside from items covered by Warranty, you shall, at your cost, keep the Equipment in good working condition, including maintaining all supplies and repairs. You hereby acknowledge and consent to the acquisition by us or Owner of certain data generated from your operation of the Equipment ("Usage Data"). You agree that we or Owner shall own all rights in and to such Usage Data, and may access and use such Usage Data. The Warranty does not apply to any Equipment that has been: (i) subjected to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has not been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.

5. Assignment: You shall not transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Agreement without Turf Tank's prior written consent. You agree that Turf Tank may freely sell, assign, or transfer this Agreement. The rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.

6. Risk of Loss; Limit of Liability: To the fullest extent permitted by applicable law, you are responsible for all risks of loss or damage to the Equipment and responsible and liable for any personal injury (including death), or real or personal property damage resulting from the Equipment, and if any such damages or loss occurs, you shall be required to satisfy all of your obligations under this Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment. In no event shall Turf Tank or Owner be liable to you or any third party for any lost profits, loss of data, special, consequential, exemplary, punitive, incidental, or indirect damages or costs (including legal fees and expenses) in connection with any claim arising from this agreement. The total cumulative liability shall not in the aggregate exceed the service fees paid by you to Turf Tank under this agreement in the twelve (12) months immediately preceding the event.

7. End of Agreement: At the end of the Term, you shall have the option to renew the existing agreement for an additional three (3) years at current rate or the Extended Term from section 1 takes effect and shall automatically renew for an additional twelve (12) months. If you choose to end agreement per section 1 conditions, you shall return the Equipment in Good Working Condition (as defined below) at your cost to the location we specify. The Equipment must be returned with accessories, parts, and major components that were originally delivered with the equipment. Major components consist of but not limited to the following – the control unit, rover, base station, robot batteries, etc. Any clear, visual damage to the Equipment that will require repair, as determined in Turf Tank's discretion, will be invoiced. Regular wear and tear is acceptable. "Good Working Condition" of Equipment means: (a) the base must be able to power on and connect to a minimum of 12 satellites; (b) the robot must be able to power on and connect to a tablet; (c) the robot must be able to run the standard installed plan; and (d) the tablet must be able to power on and connect to the robot.

8. Default and Remedies: You shall be deemed in default on this Agreement if: (a) you fail to pay any Service Fees or any other amount when due; or (b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default, we may: (i) remotely disable the Equipment and/or its software so that it is unable to function for its intended use, (ii) escalate the aged debt to a third party collection agency, (iii) place any supplies, parts or service on hold, (iv) peacefully repossess the Equipment, and (v) pursue any and all other legal and/or equitable remedies for any unpaid balances, including court costs and legal fees.

9. Attorney Fees and Miscellaneous: This Agreement was made in the State of Georgia, is to be performed in MN and shall be governed in accordance with the laws of MN. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. You agree the Equipment shall only be used for your internal business purposes and not for personal, family or household use, and shall not be moved from the above location or a location under your control, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the Term of this Agreement. Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. You agree that a facsimile or electronic mail copy of this Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Agreement.

10. Special Terms: Spring Discount

50% off implementation fee

Semi-annual payments

FIRST INVOICE DETAILS

1st Subscription Invoice	+	\$5,750.00
Implementation Fee	+	\$850.00
Other	+	

CUSTOMER SIGNATURE

Full Name
Title
Date

TURF TANK REPRESENTATIVE

Full Name Colten Steele
Title Sales Manager
Date

Total Payment Enclosed	+	\$6,600.00
------------------------	---	------------

☒ DUE NET 18 ☐ Other:
--

Signature

2026-05-19
Signature <i>Cotten Steele</i>



PURCHASE TERMS & COMMENTS

INVOICE	INVOICE DETAILS
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

PRO

3 YEAR SUBSCRIPTION



Pro

Annual Subscription	\$16,000/year
Year One Implementation Cost	\$1,700
# of Sport Type Field Layouts Included	Unlimited
Additional Sports	-
Turf Tank Robot + GPS Package	✓
Major Components Warranty	✓
Wear & Tear Warranty	90 days
Annual Paint Allotment Included	\$3,000
Paint Brand	Turf Tank RTS / Pioneer / USSC
Paint Capacity (Paint Jug Included)	5.5 Gal
Continuous Software Improvements	✓
Free Form Text Creation	✓
Geometry Package	✓
Training & Online Resources	✓
2nd Robot Battery Supply	✓
Courtesy Robot	✓
Support Hours	24/7
Annual Site Visits	2x/year
Parking Lot Feature	✓
Customized Logo	1x Included
Logo Bundle	✓
Robot Series Type	TURF TANK TWO
Upon Delivery **	✓
Custom Turf Tank Wrapping	✓
Turf Tank Service Kit (1x / year) Incl. Pump, Solenoid & Suction Rod w/ hoses	✓
Upgrade Kit 1x Suction Rod, 3x Ground Spikes	✓
Premium Upgrade Kit	✓

4x LP-E6 Base Station batteries, 1x Solenoid, 1x Pump Incl. Fittings,
1x Spray Kit - Flat Nozzles, 1x Spray Kit - Cone Nozzles, 7x Ground Spikes

** Upon delivery and training of the robot, each robot regardless of subscription type or robot type will be equipped with a new pump, valves, and tubes.



SOLUTIONS BEYOND JUST A PRODUCT

A partnership with a team dedicated to your success

Cost-Effective Access to Best-in-Class Solutions

At Turf Tank, we understand that investing in premium field maintenance equipment can be a significant financial commitment.

That's why our flexible subscription model offers a more affordable entry point compared to outright purchases.

A compelling alternative approach with unparalleled value and adaptability to meet your evolving needs. Our subscription model offers you the freedom to choose between a 1-year or 3-year commitment, allowing you to select the best option for your operational plans. Whether you prefer a shorter-term commitment or the cost-effectiveness of a longer subscription, we've got you covered.

Seamless Adaptability as Your Business Evolves

Need to upgrade to a different model? No problem. Want to add more services or increase your subscription level? We've got you covered. This adaptability minimizes your risk and ensures you never have to settle for a solution that doesn't meet your evolving needs.

Future-Proof Your Operations

In an industry where innovation is constant, and new technologies are emerging rapidly, it's crucial to stay ahead of the curve. By subscribing to Turf Tank, you'll benefit from our commitment to continuous improvement and innovation. Our team of experts is constantly working on developing new features, capabilities, and enhancements that will be seamlessly integrated into your subscription.

Unlike outright purchases, where you're stuck with the same equipment until you're ready to make another significant investment, our subscription model allows you to upgrade to the latest advancements as soon as they become available. This means you'll always take advantage of game-changing technologies that could give you a competitive edge and improve your operations.

Solutions Beyond Just a Product

When you subscribe to Turf Tank, you gain access to a team of experts passionate about your success. We are committed to continuous innovation, staying ahead of the curve, and delivering solutions that drive your operations forward. Our subscription model is more than just a transactional agreement; it's a partnership that empowers you to embrace the future of autonomous line-marking technology.

With over 5,000 global customers and a comprehensive team of more than 200 employees, we are dedicated to continuously creating the world's best solutions for field maintenance.



OUR LEVEL OF SERVICE

Local Support

At Turf Tank, we pride ourselves on providing immediate, personalized support to our customers.

With the largest service team in the world for autonomous line marking, we ensure quick resolutions to your needs, minimizing downtime and disruption.

Our local presence across the globe means that no matter where you are, we are available when you need us. Our commitment to your success is reinforced through our dedicated team of +40 employees who focus solely on support and education, ensuring your operations achieve excellence.

Complete Care

Our comprehensive Service model includes initial training, onsite visits, 1:1 online consultations, and a robust Help Center with self-help resources and customer education. Our support center is always ready to take your calls, ensuring you are never left without assistance.

Community Connection

When you join the Turf Tank family, you gain access to a wealth of collective knowledge in our user community. This connection enriches your operations through shared experiences, innovative practices, and collective problem-solving. By tapping into this community, you amplify your capabilities and outcomes, ensuring you get the most out of your Turf Tank solutions.

What's In It for You?

- **Quick Resolutions:**
Our local, dedicated support team ensures that your issues are addressed promptly, reducing operational interruptions and allowing you to focus on taking care of your facilities.
- **Expert Guidance:**
From training to continuous support, our team is there every step of the way, providing you with the knowledge and assistance needed to maximize the benefits of our technology.
- **Global Reach, Local Touch:**
No matter where you are, our global presence and local touch mean you receive personalized service and support, tailored to your specific needs.
- **Worry-Free Experience:**
Our complete care approach takes the worry out of managing and maintaining your equipment, allowing you to focus on achieving your operational goals.
- **Community Benefits:**
Connect with a global network of users to share best practices and solutions, enhancing your overall experience and performance.

At Turf Tank, service is a cornerstone of our business model and DNA. We believe that exceptional service is not just an add-on but an integral part of delivering best-in-class solutions. Our focus on service means that we put you, our customer, first, ensuring that you always have the support you need to succeed.



CONTACT DETAILS



Charles Adams
Regional Territory Manager
charles.adams@turf tank.com

Turf Tank
1110 Allgood Industrial Ct
Marietta, GA 30066
United States



COMPANY DETAILS



Who is Turf Tank?

Turf Tank has revolutionized the line marking industry with the world's first autonomous line marking robot for sports fields. From parks and recreation departments and high schools to major colleges and professional teams, the Turf Tank robot helps sports facilities worldwide save time and money painting their fields.

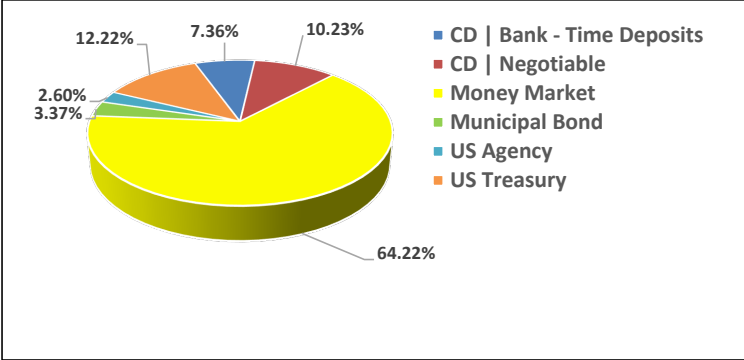
MONTHLY INVESTMENT REPORT

March 31, 2026



Performance	3/31/2026	3/31/2025
YTM@Cost	3.549	3.945
Weighted Average Yield to Maturity		
Treasury 1 Year	3.68	4.03
Treasury 2 Year	3.79	3.89

Asset Category Compliance	% of Portfolio	YTM @Cost	Investment Income	Days to Maturity	Face Amount	Market Value
CD Bank - Time Deposits	7.36%	4.206	16,862.90	495	4,895,900.00	4,895,542.24
CD Negotiable	10.23%	4.117	22,985.90	951	6,809,000.00	6,815,197.45
Money Market	64.22%	3.248	133,156.01	1	42,728,101.67	42,728,101.67
Municipal Bond	3.37%	4.306	2,433.16	1,157	2,240,000.00	2,188,569.52
US Agency	2.60%	2.298	4,956.26	778	1,730,000.00	1,718,779.30
US Treasury	12.22%	4.316	29,313.52	414	8,130,000.00	8,043,759.10
	100.00%	3.549	209,707.75	244	66,533,001.67	66,389,949.28
Cash Operating	100.00%	0.000	0.000	1	905,804.70	905,804.70
	100.00%	3.549	209,707.75	243	67,438,806.37	67,295,753.98



Investment Income	YTM @Cost	Investment Income	Days to Maturity	Face Amount	Market Value
Mar-25	3.945	199,400.05	280	59,114,775.74	58,864,981.46
April	3.952	181,117.30	271	58,331,522.53	58,139,702.43
May	3.955	191,362.35	272	56,038,636.30	55,793,586.50
June	3.928	183,761.43	256	57,670,931.38	57,500,168.84
July	3.911	192,883.70	242	58,953,415.66	58,762,918.15
August	3.971	186,450.42	258	53,058,257.05	52,945,868.32
September	3.934	180,867.34	255	51,180,139.75	51,108,520.63
October	3.921	170,937.15	267	51,084,698.72	51,017,297.88
November	3.776	163,281.50	245	54,254,524.14	54,199,039.97
December	3.534	209,207.94	174	75,007,017.24	74,962,512.81
January	3.519	179,310.68	180	70,251,471.82	70,197,310.02
February	3.564	218,004.67	208	68,854,422.14	68,793,493.52
Mar-26	3.549	209,980.94	244	66,533,001.67	66,389,949.28
		2,466,565.47			

MONTHLY INVESTMENT REPORT

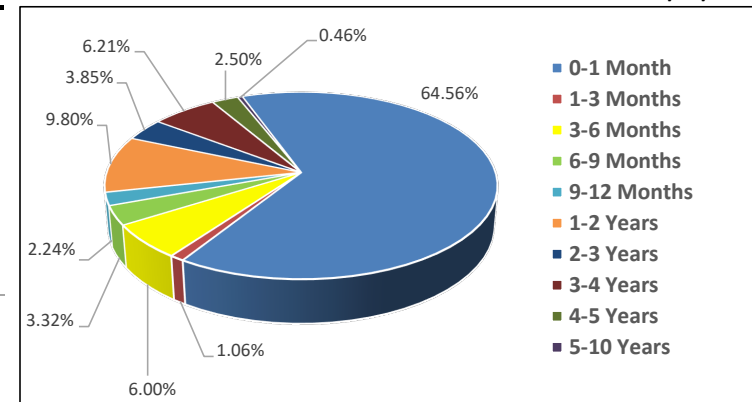
March 31, 2026



3/31/2026

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Face Amount	Market Value
0-1 Month	64.56%	3.256	1	0.00	42,955,901.67	42,955,901.67
1-3 Months	1.06%	4.416	67	0.18	702,500.00	702,500.00
3-6 Months	6.00%	3.375	118	0.32	4,001,100.00	3,997,810.23
6-9 Months	3.32%	4.435	226	0.61	2,206,400.00	2,193,159.00
9-12 Months	2.24%	4.462	302	0.82	1,489,300.00	1,490,827.53
1-2 Years	9.80%	4.466	526	1.41	6,518,400.00	6,466,164.96
2-3 Years	3.85%	3.821	930	2.45	2,564,400.00	2,542,173.12
3-4 Years	6.21%	4.057	1322	3.39	4,130,000.00	4,105,138.97
4-5 Years	2.50%	3.815	1716	4.22	1,660,000.00	1,662,835.85
5-10 Years	0.46%	3.926	1989	5.12	305,000.00	273,437.95
	100.00%	3.549	244	0.63	66,533,001.67	66,389,949.28

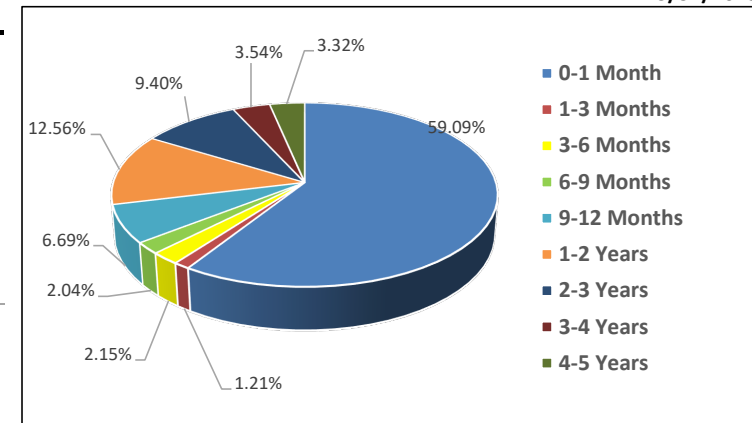
3/31/2026



3/31/2025

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Face Amount	Market Value
0-1 Month	59.09%	3.919	1	0.00	34,932,625.74	34,932,625.74
1-3 Months	1.21%	5.071	68	0.19	714,750.00	715,124.70
3-6 Months	2.15%	4.457	125	0.34	1,271,700.00	1,267,823.40
6-9 Months	2.04%	2.244	214	0.74	1,206,700.00	1,199,305.90
9-12 Months	6.69%	3.338	311	0.84	3,953,100.00	3,919,126.21
1-2 Years	12.56%	3.950	531	1.43	7,425,700.00	7,357,654.39
2-3 Years	9.40%	4.562	904	2.38	5,555,900.00	5,457,212.14
3-4 Years	3.54%	3.865	1272	3.30	2,094,300.00	2,051,277.58
4-5 Years	3.32%	4.251	1619	4.06	1,960,000.00	1,964,831.40
	100.00%	3.981	243	0.64	59,114,775.74	58,864,981.46

3/31/2025





Request for Council Action

City Council Action

Authorize the Mayor to sign the 24CFR Part 58 Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects for Cobb Cook Place and phase 1 of New Haven Drive.

Description of Agenda Item

Authorize the Mayor to sign the 24CFR Part 58 Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects for Cobb Cook Place and phase 1 of New Haven Drive.

Strategic Initiative

Advance the next phase of the Cobb Cook Place development to support the City's strategic goal to "Create additional diverse housing options within the City on city-owned or controlled land" through coordinated neighborhood redevelopment, infrastructure investment, and phased implementation.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Cobb Cook Place development has been underway since the HRA of Hibbing first secured funding from MHFA in 2024. This is the next step to continue moving this project forward.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

Authorize the Mayor to sign the 24CFR Part 58 Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects for Cobb Cook Place and phase 1 of New Haven Drive.

Attachments

1. Part 58-EA-Cobb Cook Place- Checklist



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Proposed Cobb Cook Place

Responsible Entity: City of Hibbing

Grant Recipient (if different than Responsible Entity): Housing & Redevelopment Authority of Virginia, MN & Housing & Redevelopment Authority of Hibbing, MN

State/Local Identifier: MN007/ MN004

Preparer: Jackie Prescott, Executive Director, Housing and Redevelopment Authority of Hibbing, MN. jackie@hibbinghra.org

Certifying Officer Name and Title: Pete Hyduke, Mayor City of Hibbing

Consultant (if applicable): Dominion Due Diligence Group (D3G)

Direct Comments to: Betsy Olivanti, Community Development Director,
BetsyOlivanti@hibbingmn.gov

Project Location: 630 New Haven Drive, Hibbing, St. Louis County, Minnesota 55746
Parcel#: 139-0050-04676

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The project consists of the Proposed Cobb Cook Place located on the western side of 9th Avenue W and to the north and west of 4010 9th Avenue W. The subject property consists of approximately 5.96 acres of undeveloped wooded, shrub, and grassland. The subject property is the location of one (1) three-story proposed multi-family apartment structure. The proposed subject property structure will contain a total of fifty-two (52) multi-family dwelling units. Exterior property improvements will include a play area, landscape regions, and asphalt parking areas.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

The project is an affordable housing project that is being developed. The project is being submitted for HUD Project-Based Vouchers, consisting of the development of one (1) three-story multi-family apartment structure containing a proposed fifty-two (52) residential units.



Existing Conditions and Trends [24 CFR 58.40(a)]:

The subject property consists of approximately 5.96 acres of undeveloped wooded, shrub, and grassland. The property is currently owned by the City of Hibbing. Surrounding properties consist of undeveloped wooded, shrub, and grassland and single-family residential property to the north; undeveloped wooded, shrub, and grassland to the east; Hibbing Fabrications, Inc. and Westgate Apartments to the south; and 9th Avenue, Grace Lutheran Church, Maple Hill Cemetery, and single-family residential property to the west.

It should be additionally noted that the northern and western adjacent tracts of land associated with an ingress/egress, frontage improvements, grading, and drainage improvements are located within this Environmental Assessment due to HUD's aggregation requirements.

Funding Information

Grant Number	HUD Program	Funding Amount
Section 18	45 Project-Based Vouchers (PBVs)	\$6, 291,230

Estimated Total HUD Funded Amount: \$6,291,230

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$33,069,836

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits or approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	According to Federal Aviation Administration (FAA) information accessed at https://oeaaa.faa.gov/oeaaa/external/searchAction.jsp?action=showCircleSearchAirportsForm and http://nepassisttool.epa.gov/nepassist/entry.aspx , there are no civil airport runways within 2,500 feet and no military airports within 15,000 feet of the subject property. As such, the proposed action is in compliance with Airport Hazard regulations and no mitigation measures nor further investigations are warranted. A copy of the Airport Hazards supporting documentation is located in Appendix C.



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	According to the Coastal Barrier Resource System Mapper accessed at https://www.fws.gov/CBRA/Maps/Mapper.html, the subject property is not located within an existing Coastal Barrier Resource System. Therefore, the project is in compliance with Coastal Barrier Resource Systems regulations and no mitigation measures nor further investigations are warranted. See the Coastal Barrier Resources Systems Maps in Appendix D.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	According to FEMA Flood Insurance Rate Map (FIRM) #27137C-2250E, dated March 25, 2025, the subject property is located in Zone D, designated as an area of undetermined flood hazard. According to the FEMA Flood Map Service Center accessed at https://msc.fema.gov/portal/home, there are no preliminary or pending FIRMs for the subject property. Per the National Flood Insurance Program (NFIP) Community Status Book accessed at https://www.fema.gov/national-flood-insurance-program-community-status-book, the subject property is located in Community ID #270577 which is a participating community in the NFIP. As it is unknown if any proposed structures are located within a Special Flood Hazard Area (100-year floodplain), flood insurance is required to be carried under the provisions of the NFIP. A copy of the Flood Insurance supporting documentation is located in Appendix E.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☒	According to the U.S. Environmental Protection Agency (EPA) Green Book County-Level Multi-Pollutant Information accessed at http://www.epa.gov/airquality/greenbk/ancl.html and the NEPAassist Website accessed at www.epa.gov/nepa/nepassist, the subject property is not located within Non-attainment or Maintenance area of the State of Minnesota. Therefore, the proposed undertaking will be in compliance with Clean Air Regulations and the State Implementation Plan, and no mitigation measures nor further investigations are warranted. A copy of the Clean Air supporting documentation is located in Appendix F.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☒	According to the National Oceanic and Atmospheric Administration (NOAA) Office for Coastal Management (OCM) accessed at https://coast.noaa.gov/czm/mystate/, the state of Minnesota is not located within a Coastal Management



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		Zone. Therefore, the proposed undertaking has no potential to impact a Coastal Management Zone and no mitigation measures nor further investigations are warranted. A copy of the Coastal Zone Management supporting documentation is located in Appendix G.
Contamination and Toxic Substances Executive Order 11990, particularly sections 2 and 5	Yes No ☒ ☐	Braun Intertec Corporation (Braun Intertec) performed a Phase I ESA of the Site in general conformance with the scope and limitations of ASTM E1527-21, of parcels 140-0290-00619, 139-0050-04676, and 139-0050-04672. Any exceptions to, or deletions from, this practice are described in Section 1.4 of the Phase I ESA. The assessment has revealed the following RECs, CRECs, or significant data gaps in connection with the Site: The former Hibbing Manufactured Gas Plant facility, a Minnesota Superfund site, historically operated to the southeast of the Site and they discharged their waste into the wetland-type area bordering the southeastern portion of the Site. Readily available documents indicate that there are at least three (3) monitoring wells located on the central portion of the Site associated with the investigation of the former gas plant, and that groundwater flow from the wetland discharge area flows to the west (towards the Site). In addition, multiple bulk plants were historically located on properties located between 500 and 700 feet to the south and southeast of the Site. It is Braun Intertec's opinion that the location of the Site in relation to the former Hibbing Manufactured Gas Plant facility and historical bulk plants, and documented groundwater contamination on the Site, represents a Recognized Environmental Condition (REC). A Limited Phase II ESA, dated June 10, 2025, was conducted by Braun Intertec. The purpose of the Limited Phase II ESA was to evaluate whether the soil and/or groundwater beneath the site has been impacted due to the REC identified in the Phase I ESA, discussed above, and to evaluate potential impacts in areas of the site where soil and/or groundwater may be encountered during a future redevelopment of the site in order to develop response actions. The scope of the Limited Phase II included geotechnical drilling to advance six (6) soil borings and collect soil samples; environmental monitoring during the drilling of soils borings and screening soil samples collected from the borings of the presence of organic vapors using a photoionization detector (PID); and analyzing representative samples of soil and groundwater for one or more of the following parameters: volatile organic compounds (VOCs), semi-volatile organic compounds



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		(SVOCs) (which includes polycyclic aromatic hydrocarbons [PAHs]), diesel range organics (DRO), gasoline range organics (GRO), Resource Conservation and Recovery Act (RCRA) metals, cyanide, and Per- and Polyfluoroalkyl Substances (PFAS). The field monitoring of soil from the borings did not identify any elevated PID readings or any obvious indications of soil contamination present. The soil analytical results did not identify any compounds at concentrations exceeding regulatory criteria. Due to the lack of groundwater encountered in any of the soil borings completed during the investigation, no groundwater samples were collected. However, according to information obtained from the MPCA Groundwater Contamination Atlas webpage, various concentrations of petroleum and non-petroleum related compounds have historically been detected in the on-site permanent monitoring wells, some of which exceed current regulatory standards. Due to a lack of confirmed development plan at the time of planning for the assessment, no analytical soil vapor sampling was completed during the assessment. Based on the results of this assessment, Braun Intertec recommended the following: • Braun Intertec recommends completing two seasonal soil vapor sampling rounds from beneath the footprint of the future building, and the number of soil vapor samples collected should be consistent with current MPCA guidelines. The two seasonal sampling rounds are defined by the MPCA as a heating season (November 1 through March 31) and a non-heating season (April 1 through October 31). If vapor concentrations exceeding regulatory standards are detected beneath the footprint of any future Site building, an active vapor mitigation system would be required in that building. • As appropriate, Braun Intertec recommends that the Site be enrolled in the MPCA Petroleum Brownfields Program (PBP) and the Voluntary Investigation and Cleanup (VIC) Program to facilitate the redevelopment and to obtain applicable assurances from the MPCA. MPCA will make a determination whether the City of



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		Hibbing can be considered a Voluntary Party for the purpose of assurance letters. Braun Intertec recommends that a Response Action Plan (RAP) and Construction Contingency Plan (CCP) be prepared. The RAP is to provide procedures for the management of non- petroleum and petroleum-contaminated soil and/or groundwater that may be encountered during redevelopment, as well as a possible vapor mitigation system (only if soil vapor concentrations are detected during a future sampling event that exceed MPCA criteria). The CCP provides a plan to evaluate and manage other environmental issues that may arise during redevelopment of the Site. The RAP/CCP document should be submitted to the MPCA for review and approval prior to the start of construction. Braun Intertec prepared a Phase I and II ESA Addendum Letter, dated November 17, 2025, for the Minnesota Pollution Control Agency (MPCA) which were previously submitted to the MPCA Voluntary Investigation and Cleanup (VIC) Program along with the MPCA Brownfields Program application. Information obtained during the completion of the Phase I and Phase II ESAs indicated that three (3) monitoring wells were present on the Site; however, subsequent review of MPCA files for the Gas Plant State Superfund facility concluded that permanent monitoring wells are not located on the Site. In addition, the three (3) monitoring wells closest to the Site (MW-9, MW-11, and MW-12) were all non-detect for potential contaminants of concern during the latest sampling event. Therefore, any figures and/or discussions in the June 2025 Phase I and Phase II ESA reports relating to permanent on-site monitoring wells should be disregarded. A Soil Vapor Sampling Report was prepared by Braun Intertec, dated November 17, 2025. On August 15, 2025, Braun Intertec completed eight (8) temporary soil probes (SV-100 through SV-107) in the general location of the proposed structure. Eight (8) soil vapor samples were collected and analyzed for volatile organic compounds (VOCs). Per MPCA Vapor Investigation Guidance, soil vapor results are compared to 33X Intrusion Screening Values (ISVs) to assess vapor intrusion risk if building conditions are appropriate. According to the guidance, soil vapor



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		concentrations greater than 33X ISVs indicate a vapor source with potential vapor intrusion risk is present. A Site with contaminant concentrations greater than 33X ISVs would typically require either mitigation or additional assessment of potential pathways and receptors to better quantify risks. Soil vapor analytical results indicated the following compounds exceeded 33x residential ISVs, the MPCA threshold for requiring sub-slab vapor mitigation: Benzene (SV-102 and SV-107) and 1,3-Butadiene (SV-103 through SV-105; SV-107). Other petroleum and non-petroleum related VOCs were identified in the soil vapor samples at concentrations less than 33X residential ISVs. Additionally, the MPCA has published expedited ISVs (EISVs) for select compounds at sites where sensitive individuals may be exposed to soil vapor impacts through vapor intrusion. The compound 1,3-Butadiene exceeded 33X residential EISV in sample SV-102. However, 1,3-Butadiene has many common sources in urban settings such as vehicle exhaust and cigarette smoke and is therefore not typically considered an environmental concern unless there is a known source for the compound at the Site. Based on the elevated concentrations of Benzene, MPCA guidance states that proposed Site buildings be constructed with active vapor mitigation or that the owner conduct soil vapor testing post-building construction to determine if mitigation is required. A Response Action Plan and Construction Contingency Plan (RAP/CCP) was prepared by Braun Intertec, dated November 17, 2025. The RAP describes the procedures for implementation of sub-slab vapor mitigation during redevelopment and the CCP portion outlines procedures for addressing any unexpected environmental conditions encountered during construction. The RAP/CCP is being submitted to the MPCA VIC and Petroleum Brownfields (PB) Programs for review and approval prior to the start of the proposed site construction. Implementation of this RAP/CCP is intended to achieve the following objectives: 1. Provide safeguards to address potential vapor intrusion of the proposed building, i.e., installation of a vapor mitigation system. 2. Provide a contingency plan to address environmental unknowns encountered during construction. 3. Provide data and documentation to support future issuance of a RAP/CCP Implementation Report



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		approval letter and No Further Action (NFA) Determination (if applicable) from the MPCA. The results of the soil vapor sampling and analysis indicated that soil vapor on the Site is impacted with benzene at concentrations that are above the MPCA threshold for requiring sub-slab vapor mitigation; therefore, vapor mitigation will be implemented beneath the entire footprint of the proposed apartment building. The building vapor controls should include installation of a vapor barrier and a sub-slab vent system beneath the floor slab. A detailed design for the proposed building sub-slab vapor controls is included as Appendix C of the RAP/CCP, which should be reviewed and approved by the MPCA prior to development. Following installation of the vapor controls and activation of the HVAC systems in the structures, post-construction verification testing will be completed. Paired sub-slab and indoor air samples will be collected from mitigated portion of the building. The air and vapor samples will be analyzed for VOCs by U.S. Environmental Protection Agency (EPA) Method TO-15. Following completion of response actions for the redevelopment, a RAP Implementation Report will be prepared by Braun Intertec and submitted to the MPCA PB and VIC Program for review and approval. It is anticipated that the MPCA will require institutional controls, in the form of an Environmental Covenant, which should be prepared and recorded with the property deed following completion of construction to ensure that the vapor controls are maintained and properly operational. Braun Intertec submitted a Proposed Actions Letter to the MPCA, dated November 17, 2025. Pursuant to Minnesota Stat. § 115B.178 subd. 1(a), it is requested that the MPCA VIC Program issue No Association Determination (NAD) letters for the identified release at the Site to soil and soil vapor. The “proposed” actions for the development include the following: • Redevelop the Site with an apartment complex, including associated parking, driving, and green space/landscaped areas; and • Ongoing maintenance of the Site, structures and improvements in a manner consistent with applicable environmental rules and regulations.



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		The Letter also requested that the MPCA issue a Petroleum No Action Letter for diesel range organics (DRO) detected in the soil and benzene detected in the soil vapor at the Site. According to the MPCA issued Approval of Response Action Plan/Construction Contingency Plan letter, dated February 13, 2026, the MPCA reviewed the RAP/CCP prepared by Braun Intertec, dated November 17, 2025. The RAP/CCP is approved by the MPCA, subject to the conditions/clarifications detailed within the letter. An implementation report describing the completed response actions, sampling results, soil management and disposal, and imported soils shall be prepared and submitted to the MPCA. D3G recommends that the remaining obligations/conditions of the Response Action Plan (RAP)/Construction Contingency Plan (CCP) approved by the Minnesota Pollution Control Agency (MPCA) document dated February 13, 2026, be met in order to obtain regulatory closure. These obligations include the installation of a Vapor Mitigation System (VMS) to be implemented in accordance with MPCA guidance, permanent diagnostic PFE, post-mitigation sampling for specific Compounds of Concern (COCs) including Select VOC (Benzene) and naturally occurring Methane, adherence to a site-specific Health and Safety Plan (HASp), earthwork oversight, import/export soil analytical testing pursuant to MPCA guidance, environmental covenant pursuant to Uniform Environmental Covenants Act, Minn. Stat. chapter 114E (Supp. 2007) (UECA) and a correction action Implementation Report issued to the MCPC upon the implementation of Engineering and Institutional Controls (ECs/ICs). A copy of the referenced Braun Intertec documentation is included in Appendix H. In addition, the following discussions pertaining to asbestos-containing materials (ACMs), lead-based paint (LBP) and radon gas are applicable to the subject property: <u>Asbestos-Containing Materials (ACMs)</u> The subject property consists of undeveloped wooded, shrub, and grassland with no man-made structures; therefore, asbestos-containing materials (ACMs) are not suspected to be present at the subject property.



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		<u>Lead-Based Paint (LBP)</u> The subject property consists of undeveloped wooded, shrub, and grassland with no man-made structures; therefore, lead-based paint (LBP) is not suspected to be present at the subject property. <u>Radon Gas</u> The subject property is located in an EPA Radon Zone 2, designated as an area of moderate radon gas potential with an average indoor radon level between 2 and 4 picocuries per liter (pCi/L) of air. Radon mitigation measures are required to be implemented in the project design for the structure in accordance with HUD guidelines to meet all of the requirements of the ANSI/AARST Soil Gas Control Systems in New Construction of Buildings (ANSI/AARST CC-1000 Rev 5/23) standard for the installation of passive systems. According to the development plans, an active vapor mitigation system has been designed by Braun Intertec to address soil vapors, including radon gas. Upon completion of construction and prior to final completion inspection, post-construction testing will be conducted by a properly certified Radon Professional. If post-construction testing results are above the threshold, the project must be brought into compliance by activating the mitigation system(s) or through retrofit mitigation. In addition, if activated mitigation systems are present on the property, a Radon Operations, Maintenance and Monitoring (OM&M) Plan will be developed in accordance with Section 10.0 of the ANSI/AARST SGM-MFLB-2023. The vapor mitigation design is included in Appendix H. Following construction activities, post-construction testing will be conducted by a properly certified Radon Professional.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No ☐ ☒	Dominion Due Diligence Group (D3G) obtained an Official Species List for the subject property using the USFWS Information for Planning and Consultation (IPaC) website accessed at https://ecos.fws.gov/ipac/. According to the Official Species List, four (4) federally-listed species have the potential to be present within the project area (Canada Lynx, Gray Wolf, Monarch Butterfly, and Suckley's Cuckoo Bumble Bee). Based on an analysis of the habitat requirements of these species and the physical characteristics of the subject property, no suitable habitat is believed to be present for two (2) of identified species, as detailed in the attached Species Conclusion Table. While potential suitable habitat may be present for the Monarch Butterfly and Suckley's Cuckoo Bumble Bee, these species are proposed to be listed. As such, these species do not



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		maintain federal protection, and no mitigation or consultation is required. Should either species be elevated in listing status prior to the completion of the proposed undertaking, further consultation may be warranted. In addition, no critical habitats were identified within the project area. Based on the foregoing information, D3G proposes a finding of “No Effect” for federally listed species. Per the United States Fish and Wildlife Service, consultation is not required under Section 7 of the Endangered Species Act for determinations of “No Effect”. As such, no further consultation or mitigation is warranted. A copy of the Endangered Species supporting documentation is located in Appendix I.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No ☐ ☒	According to According to 24 CFR Part 51, Subpart C - Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature, a HUD-assisted project involves the development, construction, rehabilitation or modernization involving an increase in residential unit densities, or conversion of any project that is intended for residential, institutional, recreational, commercial, or industrial uses. Based on the activities involved in the proposed undertaking (submittal for HUD Project-Based Vouchers, consisting of the development a multi-family apartment structure), the project is considered a HUD-assisted project and compliance with 24 CFR Part 51, Subpart C must be demonstrated. To assist HUD with their evaluation of risk associated with proximity to hazardous facilities per the HUD MAP Guide and 24 CFR Part 51, Subpart C, D3G conducted a site visit on August 20, 2025, where no hazards as defined by 24 CFR 51.201 (any stationary container which stores, handles, or processes hazardous substances of an explosive or fire prone nature) were located on-site, adjacent to, or visible from the subject property. D3G additionally reviewed the state-regulated Aboveground Storage Tank (AST) database, compiled by EDR, for regulated ASTs within one (1) mile of the subject property. In addition, there were no extraordinary unregulated ASTs observed via EDR Lightbox within one (1) mile of the subject property. D3G additionally submitted a request to the St. Louis County Fire Department for any current or recent (w/in the past year) permits issued for thermal/explosive hazards (ASTs > 100 gallons) located within a one (1) mile radius of the subject



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		property. As of the date, of this report D3G has not received a response to the inquiries. Upon receipt of the agency response, D3G will forward this information as an addendum to this report. If no response is received or no material information is identified, our report will not be modified. D3G evaluated all in-service and permitted ASTs, utilizing the HUD ASD Electronic Assessment Tool accessed at https://www.hudexchange.info/environmental-review/asd-calculator/. As detailed in the attached Table 1, all ASTs are located at acceptable separation distances from the subject property, with the exception of the ASTs listed below. It should be noted that worst-case ASTs' sizes, contents, statuses, facility locations, and worst-case scenario ASD calculations are provided within Table 1. Facility locations provided in the "DIST (ft)" column of Table 1 are actual distances from the nearest edge of the subject property to nearest edge of the vicinity property, based on measurements obtained utilizing EDR Lightbox. Field verification of ASTs' sizes, contents, and locations were conducted, as necessary. In the event that any worst-case scenario ASD exceeds the actual distance listed in the "DIST (ft)" column, further evaluation and documentation would be provided. In addition, applicable ASD calculation worksheets are provided immediately following Table 1. Located adjacent to the subject property is one (1) 265-gallon petroleum aboveground storage tank (AST), which is located at the southern adjacent Hibbing Fabricators Inc. Based on observed subject property conditions, the adjacent petroleum AST is not suspected to present an environmental concern to the subject property. D3G completed acceptable separation distance (ASD) calculations utilizing the HUD ASD Electronic Assessment Tool for the adjacent 265-gallon petroleum AST, which is located approximately 384 feet south of the subject property, approximately 424 feet from the closest proposed structure, and approximately 465 feet from the closest proposed parking area (unprotected outdoor areas of congregation or recreation), based on measurements obtained utilizing Google Earth and the Draft ALTA/NSPS Land Title Survey prepared by Bolton & Menk, dated October 30, 2025. It should be noted that the AST was not observed during D3G's site inspection on August 21, 2025 and the location of the AST is estimated. The ASD for



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		thermal radiation for buildings is 27.21 feet and the ASD for thermal radiation for unprotected outdoor areas of congregation or recreation is 159.05 feet. Therefore, the adjacent petroleum AST is located at an acceptable separation distance from the proposed subject property structures and for unprotected outdoor areas of congregation or recreation. Located in the southeastern vicinity of the subject property three (3) 30,000-gallon diesel ASTs, two (2) 16,000-gallon diesel ASTs, two (2) 14,000-gallon gasoline ASTs, one (1) 14,000-gallon diesel AST, one (1) 14,000-gallon used oil AST, and four (4) abandoned/inactive ASTs at the Hibbing Coop Bulk Plant. D3G contacted Mr. Jeff Brandon (218-302-6610), Storage Tank Compliance and Enforcement Staff with the Minnesota Pollution Control Agency (MPCA) to obtain additional information about the Hibbing Fabricator Inc facility. According to Mr. Brandon, there are nine (9) active diked ASTs at the facility. The diagram included in Appendix J depicts the nine (9) active ASTs, their contents, and their volumes. A photo of the nine (9) active ASTs and four (4) abandoned/inactive ASTs are also included in Appendix J. D3G completed acceptable separation distance (ASD) calculations utilizing the HUD ASD Electronic Assessment Tool for the vicinity three (3) 30,000-gallon diesel ASTs, two (2) 16,000-gallon diesel ASTs, two (2) 14,000-gallon gasoline ASTs, one (1) 14,000-gallon diesel AST, one (1) 14,000-gallon used oil AST, which are located within a diked area approximately 50 feet wide and 40 feet long. The diked area is located approximately 571 feet southeast of the subject property, approximately 735 feet from the closest proposed structure, and approximately 708 feet from the closest proposed parking area (unprotected outdoor areas of congregation or recreation), based on measurements obtained utilizing Google Earth and the Draft ALTA/NSPS Land Title Survey prepared by Bolton & Menk, dated October 30, 2025. The ASD for thermal radiation for buildings is 36.58 feet and the ASD for thermal radiation for unprotected outdoor areas of congregation or recreation is 206.7 feet. Therefore, the vicinity diked ASTs are located at an acceptable separation distance from the proposed subject property structures and for unprotected outdoor areas of congregation or recreation. Therefore, the project is in compliance with HUD's Explosive and Flammable Hazards requirements.
Farmlands Protection	Yes ☐ No ☒	According to the Urbanized Areas layer obtained from EPA NEPAassist accessed at



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658		http://nepassisttool.epa.gov/nepassist/entry.aspx, the subject property is located within an urbanized area; therefore the subject property is already in an area committed to urban development and is exempt from compliance with the Farmland Protection Policy Act. A copy of the Farmlands Protection supporting documentation is located in Appendix K.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☒	According to FEMA Flood Insurance Rate Map (FIRM) #27137C-2250E, dated March 25, 2025, the subject property is located in Zone D, designated as an area of undetermined flood hazard. According to the FEMA Flood Map Service Center accessed at https://msc.fema.gov/portal/home, there are no preliminary or pending FIRMs for the subject property. In order to determine the Federal Flood Risk Management Standard (FFRMS) floodplain for this project, the nearest flooding source was evaluated to identify whether the associated 500-year floodplain has been mapped/defined by FEMA, thus allowing the project to utilize the 0.2% Annual Chance Flood Approach (0.2PFA). The nearest flooding source is an area of Zone A/100-year floodplain to the east of the subject property, for which the 500-year floodplain has not been mapped/defined. In addition, according to the Minnesota Department of Natural Resources (MN DNR) Lake and Flood Elevations Online (LFEO) Viewer accessed at https://arcgis.dnr.state.mn.us/ewr/lfeo/lat/46.4055/lng/-94.2779/z/6, there are no local mapped floodplain areas in and around the subject property. Therefore, the FFRMS floodplain should be determined by the Freeboard Value Approach (FVA). According to the HUD FFRMS FAQ accessed at https://www.hudexchange.info/faqs/4329/what-if-the-fema-map-shows-a-100-year-floodplain-but-not-its-base-flood/, “What if the FEMA map shows a 100-year floodplain but not its base flood elevation (undetermined A zones)? You could check the elevation of the edge of the 100-year floodplain closest to your project and add 2 feet, or 3 feet for critical actions, to approximate the Freeboard Value Approach (FVA) elevation. This would effectively be using the best available data in your area to determine the Federal Flood Risk Management Standard (FFRMS) floodplain.” Based on elevation calculations using Google Earth and the USGS National Map Viewer accessed at https://apps.nationalmap.gov/viewer/, the Zone A/100-year



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		floodplain elevation was determined to be approximately 1,494.9 feet. Under FVA, the FFRMS elevation was calculated at 1,496.9 feet, corresponding to the 1% Annual Chance Flood Hazard (Zone A) elevation of 1,494.9 feet, plus 2 feet of freeboard. Based on elevation calculations using the USGS National Map Viewer, the subject property elevation ranges from 1,510.8 to 1,517.5 feet. Therefore, the FFRMS floodplain does not extend to the subject property and the project is in compliance with HUD's Floodplain Management regulations. A copy of the Floodplain Management supporting documentation is provided in Appendix L.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☒	The subject property consists of approximately 5.96 acres of undeveloped wooded, shrub, and grassland. The project is an affordable housing project that is being developed. The project is being submitted for HUD Project-Based Vouchers, consisting of the development of one (1) three-story multi-family apartment structure containing a proposed fifty-two (52) residential units. A review of the National Register of Historic Places and the Minnesota Statewide Historic Inventory accessed at https://mnship.gisdata.mn.gov/public-map, indicates that the subject property is not listed on the National Register of Historic Places; is not located within, or adjacent to, a Historic District; and is not listed as a local landmark. The subject property is located adjacent to a Historic Cemetery; however, as the proposed undertaking does not feature ground disturbing activities within the cemetery, no impact to this resource is anticipated. D3G prepared letters for the RE's consultations with the Tribal Historic Preservation Officers (THPOs) of the following tribes: Apache Tribe of Oklahoma, Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Bois Forte Band (Nett Lake) of the Minnesota Chippewa Tribe, Cheyenne and Arapaho Tribes, Fond du Lac Band of the Minnesota Chippewa Tribe, Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, Grand Portage Band of the Minnesota Chippewa Tribe, Keweenaw Bay Indian Community, Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan, Lac du Flambeau Band of Lake Superior Chippewa Indians, Menominee Indian Tribe of Wisconsin, Mille Lacs Band of Ojibwe, Minnesota Chippewa Tribe, Upper Sioux Community, and White



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		Earth Band of Minnesota Chippewa. No objections to the proposed undertaking are anticipated. To assist the RE in making its historic preservation determination, D3G submitted a package of supporting information to the appropriate State Historic Preservation Officer (SHPO) for their review. Per a response dated December 18, 2025, the Minnesota SHPO determined that the proposed undertaking is not anticipated to impact archeological resources. In addition, the SHPO requested that a Phase I architectural survey be completed. As such, New History completed a Phase I architectural survey dated April 1, 2026. Per the Report, twenty-eight (28) of the identified properties within the indirect (visual) APE are vacant lots or are not yet 45 years of age or older and therefore did not meet the criteria for survey. The remaining ten (10) properties within the indirect APE were recommended for no further intensive level survey due to a lack of historical integrity and/or historical significance. D3G submitted the supplemental information to the Minnesota SHPO. Per a response dated April 14, 2026, the Minnesota SHPO determined the proposed undertaking will have No Effect on historic properties. As such, no further consultation or mitigation is warranted. The RE is responsible for contacting the Tribal Historic Preservation Officer (THPO) of any affected tribes, as applicable. The RE contacted the THPO of the affected tribes on March 3, 2026. As of the date of this Report, responses have not yet been received. Given the 30-day timeframe of consultation has elapsed, no further consultation or mitigation is warranted. A copy of the Historic Preservation supporting documentation is located in Appendix M.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No ☐ ☒	The subject property is located within fifteen (15) miles of the Range Regional Airport (4.5 miles) and within 1,000 ft of 9th Avenue West and West 41st Street. There are no active railway lines within 3,000 feet of the subject property. Three (3) different noise assessment locations (NALs) were evaluated to better define noise levels at the subject property. The projected DNL values for all noise sources for the proposed building range from 53 dB (NAL #1) to 55 dB (NAL #2). Pursuant to 24 CFR 51.101(a)(3), the composite DNL not exceeding 65 dB is “acceptable.”



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		Section 51.104(a) also addresses exterior amenity noise levels. D3G calculated the noise value for the play area/basketball court, denoted as NAL #3. The requirements set out in Section 51.104(a) are designated to ensure that noise levels in the exterior amenity areas do not exceed the established 65 dB level. The calculated projected exterior noise value for the play area/basketball court is 55 dB, which is considered to be “acceptable”. A copy of the Noise Abatement and Control supporting documentation is located in Appendix N.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No ☐ ☒	According to the Sole Source Aquifer layer obtained from EPA NEPAassist accessed at http://nepassisttool.epa.gov/nepassist/entry.aspx, the subject property is not serviced or supplied by a protected aquifer system. A copy of the Sole Source Aquifers supporting documentation is located in Appendix O.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No ☒ ☐	According to the USFWS National Wetlands Inventory Layer accessed at http://nepassisttool.epa.gov/nepassist/entry.aspx and visual observations during the site investigation performed by D3G on August 20, 2025, there are freshwater forested/shrub wetlands located on the subject property. D3G additionally observed wetland delineation flags during the site inspection. According to a Wetland Delineation Report produced by Aquatic EcoSolutions, Inc., dated July 20, 2024, a shrub-carr wetland, identified as Basin 1, is located on the northern portion of the subject property, extending to the southeast corner of the subject property. According to the civil plans produced by LHB, dated October 17, 2025, the on-site wetland areas will be directly impacted by two (2) proposed roadways (a driveway and the New Haven Drive ingress/egress), as well as grading activities, utility installation, and stormwater outfalls. In addition, according to a Wetland Delineation Report produced by Widseth, dated July 2025, and confirmed by a Minnesota Wetland Conservation Act Notice of Decision, dated August 12, 2025, two (2) wetland areas were determined to be located within the off-site aggregation area associated with a proposed ingress/egress (New Haven Drive). According to the Construction Plan & Profile produced by LHB, dated January 30, 2026, the wetland areas will be directly impacted by construction of the proposed roadway and associated frontage improvements.



Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		As the proposed development directly or indirectly impacts identified wetlands, compliance with Executive Order 11990, "Protection of Wetlands", is required, as well as implementing procedures contained in 24 CFR Part 55. D3G, on behalf of the Sponsor and the Responsible Entity, prepared the "8-Step Process" report in order to assist with requirements of Executive Order 11990, "Protection of Wetlands", as well as implementing procedures contained in Federal Register 24 CFR Part 55. The report is intended for use by the Sponsor, the Responsible Entity, and the United States Department of Housing and Urban Development (HUD). It is the professional opinion of D3G that development of the project does not violate any Federal or State regulations, as long as the Sponsor complies with all applicable local and State development controls/requirements and the appropriate state, local and federal permits are obtained. Based on the completion of the 8-Step Process, it is recommended that the application be approved A copy of the Wetlands Protection supporting documentation is located in Appendix P.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No ☐ ☒	According to the National Wild & Scenic Rivers website accessed at www.rivers.gov/wildriverslist.html and the Nationwide Rivers Inventory (NRI) accessed at https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm, there are no Wild and Scenic Rivers or NRI segments within one (1) mile of the subject property. Therefore, the proposed undertaking has no potential to impact these resources and no mitigation measures nor further investigations are warranted. A copy of the Wild and Scenic Rivers supporting documentation is located in Appendix Q.

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27]

Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**



Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

A copy of the Environmental Assessment Factors and Analysis supporting documentation is located in Appendix R.

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	(2)	The subject property is currently undeveloped wooded, shrub, and grassland. According to the Official Zoning Map, prepared by the City of Hibbing, accessed at https://gis.cgisservices.com/cgisportalp/apps/webappviewer/index.html?id=bba20bc34e8c4eb2b5f7bae7c2f6bc89, the subject property is currently zoned R-2 (One to Four Family Residence District). According to the City of Hibbing zoning ordinances, an R-2 district is intended to provide suitable areas for single-family dwellings, duplexes and double bungalows, and three and four family homes of a more compact nature than R-3 District (multi-family residence district), yet which retain the character and amenities of exclusive of single-family residential areas. According to the meeting minutes of the Hibbing Board of Adjustments and Appeals from March 3, 2025, a zoning amendment request for the subject property was approved by the board unanimously. The zoning amendment was slated for final approval by the City Council on March 19, 2025. Additionally, according to the meeting minutes of the Hibbing Board of Adjustments and Appeals from Monday, October 20, 2025, a motion to vary the minimum number of required parking spaces from two (2) parking spaces to one (1) parking space per dwelling unit in the R-3 zone for the subject property was requested. According to Ms. Tina Glad, City of Hibbing Assistant Zoning and Administrator/Permit Tech, the board approved the parking variance motion and will be signed at the next meeting held. The Sponsor contacted Ms. Candie Seppala, with the City Council, in order to obtain the final approval of the rezoning of the subject property. At this time, a response has not yet been received. However, according to the October 20, 2025 meeting minutes, the subject property has been rezoned as R-3 District (multi-family residence district). Therefore, the proposed development is in compliance with local zoning ordinances.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	(2)	Based on the Geotechnical Evaluation Report prepared by Braun Intertec, dated June 10, 2025, and visual observations, there is no evidence of soil problems or unstable conditions on the subject property. According to the USGS Topographic Quadrangle: <i>Hibbing, Minnesota</i> 2022, the topography of the site slopes to the southeast.



		On-site drainage at the subject property is suspected to consist of surface percolation and flow along the natural topography.
Hazards and Nuisances including Site Safety and Noise	(2)	Based on field observations during D3G's site inspection on August 20, 2025, a natural gas pipeline is located along 9th Avenue W, at the western boundary of the subject property. D3G contacted Hibbing Public Utilities Commission to confirm whether or not the natural gas pipeline exceeds 200 psi. According to Paul Plombon, Manager of Energy Supply at Hibbing Public Utilities Commission (218-969-7407), the pipeline in question has an operating pressure of approximately 50 psi. Therefore, no additional investigation is required as the pipeline is not considered high-pressure. In addition, per a review of the National Pipeline Mapping System (NPMS) Public Viewer accessed at https://pvnpmns.phmsa.dot.gov/PublicViewer/, no pressurized pipelines were identified within one (1) mile of the subject property that would warrant an evaluation in accordance with HUD guidelines. Based on a review of the National Pipeline Mapping System (NPMS) Public Viewer accessed at https://pvnpmns.phmsa.dot.gov/PublicViewer/, no additional pipelines are depicted on-site or adjacent to the subject property. Therefore, the project is in compliance with HUD's pressurized pipeline requirements. HUD requirements for oil or gas wells are as follows: no residential structures may be located within 300 feet of the boundary of an operating or planned drilling site; no residential structures may be within 75 feet of an operating well, unless controls on nuisances, controls on noise caused by pumping, and spill controls to reduce the risk of contamination are taken; and no residential structures may be located within 10 feet of an abandoned well confirmed by the State government to have been safely and permanently abandoned, and if State government confirmation cannot be obtained, no residential structures may be located within 300 feet of the abandoned well. According to the Minnesota Well Index accessed at https://mnwellindex.web.health.state.mn.us/index.xhtml?jsessionid=ABC2AE11153C6DD6F41819C458740DAF?wellid=0000207022#, no operating or planned drilling site or oil or gas wells are located within 300 feet of the subject property boundaries. Based on measurements utilizing the Well Index, the closest subject property structure is located approximately more than 300 feet from the nearest oil and gas well. Therefore, the project is in compliance with HUD's oil and gas well requirements. No additional "nuisances" or "hazards" were observed at the subject property or surrounding properties during the site inspection. The proposed development activities will not result in any significant noise generation levels within the neighborhood, nor will it result in the neighborhood being exposed to noise levels in excess of General Plan policies. Construction phase noise will be mitigated by standard procedures.
Energy Efficiency	(2)	Based on the fact that the proposed development will utilize as many energy efficient appliances and light fixtures as possible, the proposed project would not have unusual energy needs and is not expected to have a negative impact on energy consumption.



Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	(2)	According to U.S. Census Bureau data for Hibbing, Minnesota, accessed at https://data.census.gov/ , 55.4% of the population was listed as employed, the median income was \$55,463, and 85.8% of the population was above the poverty level. Based on the fact that the proposed subject property development will enhance the infrastructure of the surrounding area and provide employment opportunities in the community, no impact is anticipated.
Demographic Character Changes, Displacement	(2)	The site is located in a residentially and lightly commercially developed area. The proposed development is compatible with the surrounding neighborhood. No demographic character changes or displacement are anticipated with the proposed project.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	(2)	Based on research of the subject property and surrounding area, there are sufficient educational and cultural facilities located in the vicinity, of which no impacts are anticipated from the proposed development.
Commercial Facilities	(2)	Based on research of the subject property and surrounding area, there are sufficient commercial facilities located in the vicinity, of which no impacts are anticipated from the proposed development.
Health Care and Social Services	(2)	Based on research of the subject property and surrounding area, there are sufficient health care and social service facilities located in the vicinity, of which no impacts are anticipated from the proposed development.
Solid Waste Disposal / Recycling	(2)	Based on research of the subject property and surrounding area, there are sufficient solid waste/recycling facilities located in the vicinity, of which no impacts are anticipated from the proposed development.
Waste Water / Sanitary Sewers	(2)	Based on research of the subject property and surrounding area, there are sufficient wastewater/sanitary sewer services available, of which no impacts are anticipated from the proposed development.
Water Supply	(2)	Based on research of the subject property and surrounding area, there are sufficient water services available, of which no impacts are anticipated from the proposed development.
Public Safety - Police, Fire and Emergency Medical	(2)	Based on research of the subject property and surrounding area, there are sufficient police, fire, and emergency medical services located in the vicinity, of which no impacts are anticipated from the proposed development.
Parks, Open Space and Recreation	(2)	Based on research of the subject property and surrounding area, there are sufficient parks and recreation facilities located in the vicinity, of which no impacts are anticipated from the proposed development.
Transportation and Accessibility	(2)	Based on research of the subject property and surrounding area, reasonable accessibility to vicinity public transportation facilities is available in the vicinity, of which no impacts are anticipated from the proposed development.



Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	(2)	The subject property is not located near natural features or near public or private scenic areas. In addition, no other natural resources are visible on-site or in the vicinity.
Vegetation, Wildlife	(2)	D3G obtained an Official Species List for the subject property using the USFWS Information for Planning and Consultation (IPaC) website accessed at https://ecos.fws.gov/ipac/ . According to the Official Species List, four (4) federally listed species have the potential to be present within the project area (Canada Lynx, Gray Wolf, Monarch Butterfly, and Suckley's Cuckoo Bumble Bee). Based on an analysis of the habitat requirements of these species and the physical characteristics of the subject property, no suitable habitat is believed to be present for the identified species, as detailed in the attached Species Conclusion Table. In addition, no critical habitats were identified within the project area.
Other Factors	NA	No other factors have been identified.

Additional Studies Performed:

- Phase I ESA and Limited Phase II ESA prepared by Braun Intertec Corporation, dated June 10, 2025 (included in Appendix H)
- Response Action Plan and Construction Contingency Plan prepared by Braun Intertec Corporation, dated November 17, 2025 (included in Appendix H)
- Soil Vapor Sampling Report prepared by Braun Intertec Corporation, dated November 17, 2025 (included in Appendix H)
- Geotechnical Evaluation Report prepared by Braun Intertec Corporation dated, June 10, 2025 (included in Appendix R)

Field Inspection:

Site visit completed by Ahmed Mahmood on August 20, 2025

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:

- City of Hibbing Fire and Health Department
- St. Louis County Assessor
- Web Soil Survey accessed at <http://websoilsurvey.nrcs.usda.gov/app/>
- Current USGS Topographic Quadrangle accessed via the USGS Map Locator Store - <https://store.usgs.gov/map-locator>
- FEMA Flood Insurance Rate Map (FIRM) #27137C-2250E, dated March 25, 2025
- HUD FFRMS FAQ accessed at <https://www.hudexchange.info/faqs/4329/what-if-the-fema-map-shows-a-100-year-floodplain-but-not-its-base-flood/>,
- Minnesota Department of Natural Resources (MN DNR) Lake and Flood Elevations Online (LFEO) Viewer accessed at <https://arcgis.dnr.state.mn.us/ewr/lfeo/lat/46.4055/lng/-94.2779/z/6>
- USGS National Map Viewer accessed at <https://apps.nationalmap.gov/viewer/>
- National Flood Insurance Program (NFIP) Community Status Book accessed at <https://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book>
- CBRA information: <http://www.fws.gov/CBRA/Maps/index.html>



- U.S. EPA NEPAassist access at <http://nepassisttool.epa.gov/nepassist/entry.aspx>
Below provides basic descriptions for the data included in the mapping layers available through NEPAassist that were utilized in this Phase I ESA
- USFWS National Wetlands Inventory map accessed at <http://www.fws.gov/wetlands/Data/Mapper.html>
- The Airport Polygons layer includes airport boundaries and airport runways within the United States. Source: National Transportation Atlas Database
- The Sole Source Aquifer layer includes information on the sole source aquifers (SSA) designated by EPA under section 1424(e) of the Safe Drinking Water Act of 1974. Source: <http://catalog.data.gov/dataset>
- The Wild and Scenic Rivers layer includes segments of the National Wild and Scenic River System for the United States. Source: <http://www.rivers.gov/mapping-gis.php>
- The National Register of Historic Places - National Register layer is downloaded from the NPS National Register of Historic Places KML files. Source: <http://focus.nps.gov/nrhp/Download?path=/natreg/docs/Download.html>
- U.S. Census Bureau TIGERweb Geography Division website. Source: <http://tigerweb.geo.census.gov/tigerweb/>
- Minnesota Statewide Historic Inventory accessed at <https://mnship.gisdata.mn.gov/public-map>
- National Park Service National Rivers Inventory accessed at <https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm>
- U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPaC) System, accessed at <http://ecos.fws.gov/ipac/>
- National Oceanic and Atmospheric Administration - Ocean and Coastal Resource Management accessed at <https://coast.noaa.gov/czm/mystate/>
- Federal Aviation Administration website accessed at <https://oeaaa.faa.gov/oeaaa/external/searchAction.jsp?action=showCircleSearchAirportsForm>
- U.S. Environmental Protection Agency (EPA) Green Book County-Level Multi-Pollutant Information accessed at <http://www.epa.gov/airquality/greenbk/anc1.html>
- U.S. Census Bureau data accessed at <https://data.census.gov/>
- Draft ALTA/NSPS Land Title Survey prepared by Bolton & Menk, dated October 30, 2025
- Site Grading Plan prepared by LHB, dated October 17, 2025
- Site Layout and Surfacing Plan prepared by LHB, dated October 17, 2025
- Phase I and II ESA Addendum Letter, dated November 17, 2025
- Proposed Actions Letter prepared by Braun Intertec, dated November 17, 2025

List of Permits Obtained:

All applicable building permits including those for the proposed radon/vapor mitigation system will be obtained prior to construction of the proposed development.

Public Outreach [24 CFR 50.23 & 58.43]:

Public outreach, outside of potential Section 106 Review public meetings, was not included.



Cumulative Impact Analysis [24 CFR 58.32]:

The development of the proposed project utilizing project-based vouchers will provide much needed affordable housing within the market area. No resources were identified that would be impacted due to the cumulative effects of the projects.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

Alternative #1: This property could be sold to another private developer for other uses. Based on the current housing and rental market, it can be assumed the property would become market rate housing. This action, however, would not meet the need of providing affordable housing in the City of Hibbing.

No Action Alternative [24 CFR 58.40(e)]:

The no-action alternative would not achieve any of the benefits attributed to the proposed activities. It would not satisfy the current need for the development in this area. Therefore, the No-Action alternative is not considered to be a viable option.

Summary of Findings and Conclusions:

In conclusion, the Environmental Assessment identified four (4) aspects that will require mitigation: Contamination and Toxic Substances, Radon Gas, Endangered Species, and Wetlands Protection. Based on the information contained within and selected mitigation measures outlined within, the proposed project as designed will not result in a significant impact on the quality of the human environment.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Contamination and Toxic Substances Executive Order 11990, particularly sections 2 and 5	D3G recommends that the remaining obligations/conditions of the Response Action Plan (RAP)/Construction Contingency Plan (CCP) approved by the Minnesota Pollution Control Agency (MPCC) document dated February 13, 2026, be met in order to obtain regulatory closure. These obligations include the installation of a Vapor Mitigation System (VMS) to be implemented in accordance with MPCA guidance, permanent diagnostic PFE, post-mitigation sampling for specific Compounds of Concern (COCs) including Select VOC (Benzene) and naturally occurring Methane, adherence to a site-specific Health and Safety Plan (HASP), earthwork oversight, import/export soil analytical testing pursuant to MPCA guidance, environmental covenant pursuant to Uniform Environmental Covenants Act, Minn. Stat. chapter 114E (Supp. 2007) (UECA) and a correction action Implementation Report issued to the MCPC upon the implementation of Engineering and Institutional Controls (ECs/ICs).



Contamination and Toxic Substances: Radon Gas Executive Order 11990, particularly sections 2 and 5	Following construction activities, post-construction testing will be conducted by a properly certified Radon Professional.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	D3G proposes a finding of "No Effect" for federally listed species. Per the United States Fish and Wildlife Service, consultation is not required under Section 7 of the Endangered Species Act for determinations of "No Effect". As such, no further consultation or mitigation is warranted.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	D3G, on behalf of the Sponsor and the Responsible Entity, prepared the "8-Step Process" report in order to assist with requirements of Executive Order 11990, "Protection of Wetlands", as well as implementing procedures contained in Federal Register 24 CFR Part 55. The report is intended for use by the Sponsor, the Responsible Entity, and the United States Department of Housing and Urban Development (HUD). It is the professional opinion of D3G that development of the project does not violate any Federal or State regulations, as long as the Sponsor complies with all applicable local and State development controls/requirements and the appropriate state, local and federal permits are obtained. Based on the completion of the 8-Step Process, it is recommended that the application be approved

Determination:

- ☐ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.
- ☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.



Preparer Signature: *Alexis Brass*

Name/Title/Organization: Alexis Brass/Environmental Professional/Dominion Due Diligence Group

Date: April 30, 2026

Responsible Entity Agency Official Signature:

Name/Title:

Date:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).





Request for Council Action

City Council Action

Authorize the Mayor to sign the FONSI and Request for the Release of Funds for Cobb Cook Place and phase 1 of New Haven Drive.

Description of Agenda Item

Authorize the Mayor to sign the FONSI and Request for the Release of Funds for Cobb Cook Place and phase 1 of New Haven Drive.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

Authorize the Mayor to sign the FONSI and Request for the Release of Funds for Cobb Cook Place and phase 1 of New Haven Drive.

Attachments

1. HUD-7015.15- for VHRA-Cobb Cook Place-May 2026

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 04/30/2027)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Project Based Voucher Program (PBV)	2. HUD/State Identification Number 41-6008272	3. Recipient Identification Number (optional) MN007
4. OMB Catalog Number(s) CFDA 14.871	5. Name and address of responsible entity City of Hibbing, MN 401 East 21st Street Hibbing, MN 55746	
6. For information about this request, contact (name & phone number) Betsy Olivanti, (218)312-1579		
8. HUD or State Agency and office unit to receive request Minneapolis Field Office - Public Housing Division	7. Name and address of recipient (if different than responsible entity) Housing & Redevelopment Authority of Virginia, MN 442 Pine Mill Court Virginia, MN 55792	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Project Based Voucher Program (PBV) Cobb Cook Place	10. Location (Street address, city, county, State) 630 New Haven Drive Hibbing, St. Louis County Minnesota
--	---

11. Program Activity/Project Description

The requested funding will support the conversion through HUD's Section 18 program of public housing subsidies from the HRA of Hibbing's Haven Court (Greenhaven) Apartments to Tenant Protection Vouchers (TPVs) administered through the HRA of Virginia's Section 8 Program. The HRA of Virginia will then provide Project-Based Vouchers (PBVs) to support the HRA of Hibbing's development of Cobb Cook Place Apartments, located at 630 New Haven Drive in Hibbing, Minnesota. The project includes approximately \$6,847,200 in subsidy to fund 45 Project-Based Vouchers (PBVs) over a 20-year period. In addition, seven (7) Tenant Protection Vouchers (TPVs), estimated at \$1,065,120, will be issued. The total value of all vouchers is approximately \$7,912,320 over a 20-year period and will be administered by the Housing and Redevelopment Authority of Virginia.

PROJECT DESCRIPTION

The Housing and Redevelopment Authority of Hibbing has applied for HUD's Section 18 program to dispose of up to 101 public housing units at the Haven Court (Greenhaven) Apartments in Hibbing, Minnesota. The associated public housing subsidy will be converted to Tenant Protection Vouchers (TPVs) and issued to the Housing and Redevelopment Authority of Virginia, which will serve as the voucher administrator.

The Housing and Redevelopment Authority of Virginia, MN will provide Project Based Vouchers (PBVs) to support the development of two new 9% Low-Income Housing Tax Credit (LIHTC) projects: Cobb Cook Place and Mahoning Manor. Cobb Cook Place will receive up to 45 Project Based Vouchers (PBVs). Mahoning Manor, which is currently under review, is anticipated to receive up to 41 PBVs. A separate notice will be issued upon completion of the Section 18 review and environmental assessment for Mahoning Manor.

The remaining subsidies will be converted to TPVs for eligible households.

The Housing and Redevelopment Authority of Virginia will serve as the voucher administrator for all newly converted Tenant Protection Vouchers and will provide project based rental assistance as indicated through the project-based voucher program. All actions will be carried out in compliance with HUD regulations and voucher administration requirements.

This action meets the Section 8 criteria by providing quality housing to low-income singles and families in accordance with 24 CFR Part 982.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

Pete Hyduke, Mayor, Hibbing, MN

Date signed

Address of Certifying Officer

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

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Dana Hiltunen, Executive Director, Housing & Redevelopment Authority of Virginia, MN

Date signed

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802)



Request for Council Action

City Council Action

Rescind Resolution 26-04-04 Cobb Cook Place DEED Cleanup Grant.

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

The HRA of Hibbing will be the applicant for this grant instead of the city of Hibbing.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Rescind Resolution 26-04-04 Cobb Cook Place DEED Cleanup Grant.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Rescind Resolution 26-04-05 Cobb Cook Place DEED Cleanup Grant Signatures and Local Match.

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

HRA of Hibbing will be the applicant instead of the city of Hibbing.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Rescind Resolution 26-04-05 Cobb Cook Place DEED Cleanup Grant Signatures and Local Match.

Attachments

None



Request for Council Action

City Council Action

APPROVE RESOLUTION 26-05-XX AUTHORIZING THE HOUSING AND REDEVELOPMENT AUTHORITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT CLEANUP GRANT PROGRAM FOR COBB COOK PLACE LLLP.

Description of Agenda Item

Strategic Initiative

WHEREAS, this development will promote community development and provide quality housing stock that is affordable and accessible, thereby supporting community goals set forth in the City's 2018 Comprehensive Plan and 2026 Strategic Plan;

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the Housing and Redevelopment Authority (HRA) of Hibbing in collaboration with the City of Hibbing, is undertaking a new multi-family housing development project to meet identified community housing needs; and

WHEREAS, the City Council affirms the critical role of this project in advancing housing opportunities, community connectivity, and redevelopment efforts; and

WHEREAS, in July 2024, the City Council designated Parcel ID 139-0050-04676 for use in the HRA's development; and

WHEREAS, providing a shovel-ready site for the development of the Cobb Cook Place housing development initiated by the HRA in collaboration with the City was committed to by the city council in prior action; and

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

APPROVE RESOLUTION 26-05-XX AUTHORIZING THE HOUSING AND REDEVELOPMENT AUTHORITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT CLEANUP GRANT PROGRAM FOR COBB COOK PLACE LLLP.

Attachments

1. RES-26-05-XX HRA of Hibbing Cobb Cook Place DEED Cleanup Grant

At a Regular Meeting of the Hibbing City Council held on Wednesday, May 20, 2026, at 5:00 p.m. in the Hibbing City Hall Council Chamber, Councilor [INSERT NAME] offered the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING
RESOLUTION NO. 2026-05-XX

RESOLUTION AUTHORIZING THE HOUSING AND REDEVELOPMENT AUTHORITY OF
HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT CLEANUP GRANT
PROGRAM FOR COBB COOK PLACE LLLP

WHEREAS, the Housing and Redevelopment Authority (HRA) of Hibbing in collaboration with the City of Hibbing, is undertaking a new multi-family housing development project to meet identified community housing needs; and

WHEREAS, the City Council affirms the critical role of this project in advancing housing opportunities, community connectivity, and redevelopment efforts; and

WHEREAS, in July 2024, the City Council designated Parcel ID 139-0050-04676 for use in the HRA's development; and

WHEREAS, providing a shovel-ready site for the development of the Cobb Cook Place housing development initiated by the HRA in collaboration with the City was committed to by the city council in prior action; and

WHEREAS, this development will promote community development and provide quality housing stock that is affordable and accessible, thereby supporting community goals set forth in the City's 2018 Comprehensive Plan and 2026 Strategic Plan;

BE IT RESOLVED that the City of Hibbing has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) on May 1, 2026, by the HRA of Hibbing for the Cobb Cook Place site.

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

FOR ADOPTION:

AGAINST:

ABSTAINED:

ABSENT:

Passed and adopted this 20th day of May, 2026.

I certify that the above resolution was adopted by the city council on May 20, 2026

Signed: _____

Title: Mayor

Date: _____

Witnessed by: _____

Title: City Clerk/Deputy Administrator

Date: _____



Request for Council Action

City Council Action

Approve the agreement with Widseth for Phase 1 of the Highland Hills Development in the amount of \$29,700.

Description of Agenda Item

Approve the agreement with Widseth for Phase 1 of the Highland Hills Development in the amount of \$29,700.

Strategic Initiative

Create Additional Diverse Housing Options Within the City: Advance the next phase of the Highland Hills development to support the City's strategic goal to "Create additional diverse housing options within the City (townhomes/patio homes/4-plex) on city-owned or controlled land" through coordinated neighborhood redevelopment, infrastructure investment, and phased implementation.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The Highland Hills Small Area Plan is through the first, three phases of preliminary work including initial concept layouts, infrastructure assessments, and planning studies. These materials provide a foundation for the next phases of work.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$29,700 from fund 405. The remaining project budget prior to this phase of the project is roughly \$57,000

Action Requested

Approve the agreement with Widseth for Phase 1 of the Highland Hills Development in the amount of \$29,700.

Attachments

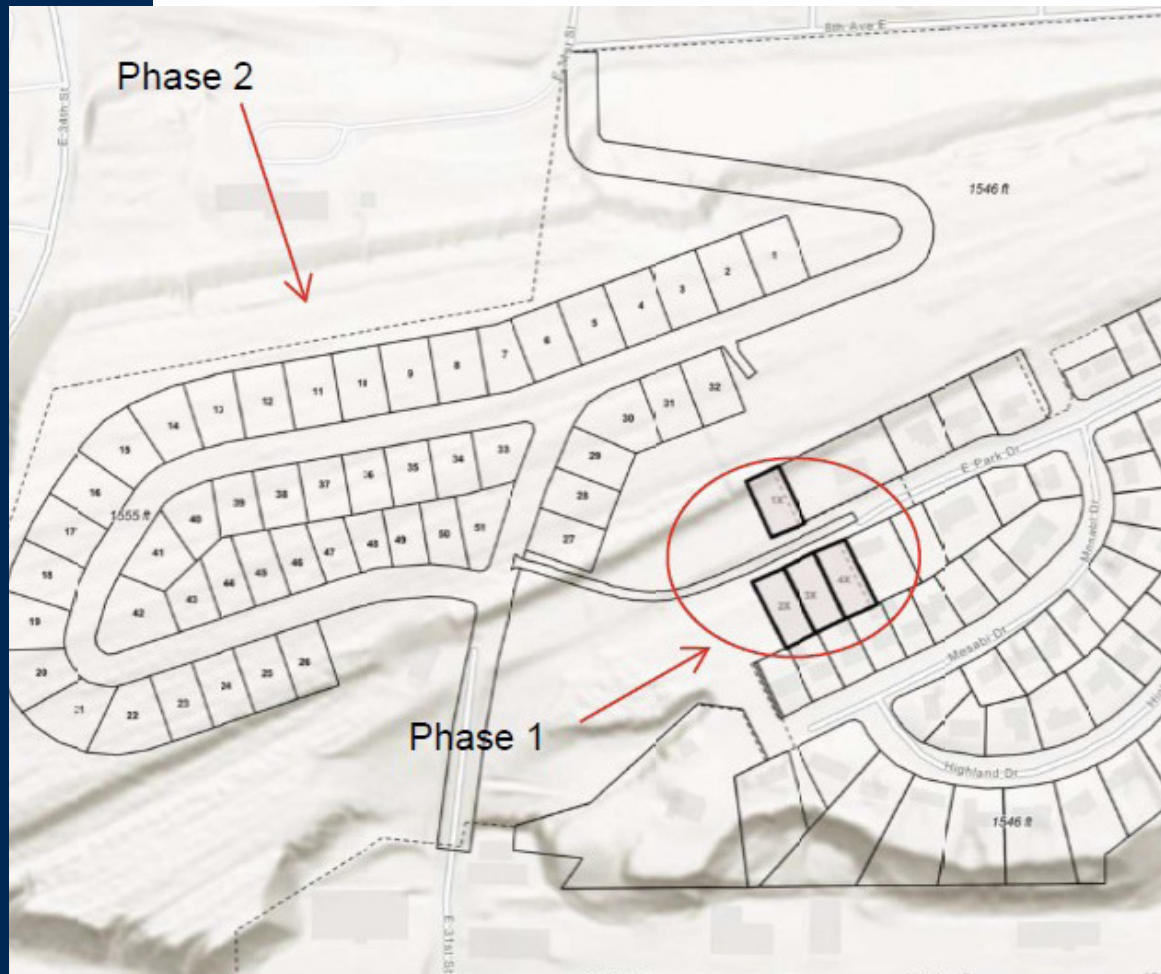
1. Widseth_Highland Hills Small Area Plan Proposal_3.20.26

PROFESSIONAL
SERVICES PROPOSAL

HIGHLAND HILLS SMALL AREA PLAN

CITY OF HIBBING

MARCH 20, 2026



WIDSETH

CHAD CONNER LS, CFEDS, VP **JEREMY SCHWARZE PE, ASSOC.**

Principal in Charge | Land Surveyor
218.316.3632

Chad.Conner@widseth.com

Project Manager | Civil Engineer
218.274.6058

Jeremy.Schwarze@widseth.com



TABLE OF CONTENTS

01 WIDSETH INTRODUCTION

02 PROJECT UNDERSTANDING
& APPROACH

04 PROJECT SCHEDULE

05 TEAM QUALIFICATIONS
& EXPERIENCE

12 COST PROPOSAL

March 20, 2026

Betsy Olivanti, Community Development Director
City of Hibbing
401 East 21st Street, Hibbing, MN 55746
BetsyOlivanti@hibbingmn.gov

Re: Highland Hills Small Area Plan – Lot Development and Subdivision Platting

Dear Betsy Olivanti and Members of the Selection Committee:

The continued development of the Highland Hills area represents an important opportunity for the City of Hibbing to expand housing options and thoughtfully guide residential growth in one of the community's most promising areas. Building upon the planning work completed to date, the next phases of this project will help translate the Highland Hills Small Area Plan into development-ready lots and infrastructure concepts that support long-term community goals.

Widseth maintains an office in Hibbing with staff who live and work in the region and will bring strong local knowledge to this project. Our team understands the importance of reviewing and building upon the substantial planning efforts completed to date, while refining concepts to ensure feasibility, constructability, and cost-effective infrastructure planning.

We understand that this effort focuses on two primary components: refining the four-lot development area at the west end of East Park Drive and advancing the subdivision planning and platting for the remaining lots on the hill. Our team will work closely with City staff to evaluate prior planning work, review site conditions, and prepare development-ready concepts, preliminary grading and utility layouts, and platting documents to support future residential development.

With in-house expertise in surveying, civil engineering, and site development planning, Widseth provides a coordinated approach that emphasizes practical design solutions, clear communication with City staff and stakeholders, and thoughtful consideration of infrastructure, grading, and long-term maintenance needs.

We appreciate the opportunity to assist the City of Hibbing with the next steps in the Highland Hills development and look forward to continuing the progress already made toward bringing this vision to reality.

Sincerely,



Chad Conner LS, CFEDS, VP
Principal in Charge | Land Surveyor
218.316.3632
Chad.Conner@widseth.com



Jeremy Schwarze, PE, Assoc.
Project Manager | Civil Engineer
218.274.6058
Jeremy.Schwarze@widseth.com

WIDSETH INTRODUCTION



*WIDSETH IS COMMITTED
TO PRESERVING AND
ENHANCING THE
COMMUNITIES WE SERVE
THROUGH CAREFUL
STEWARDSHIP OF
THEIR RESOURCES.*

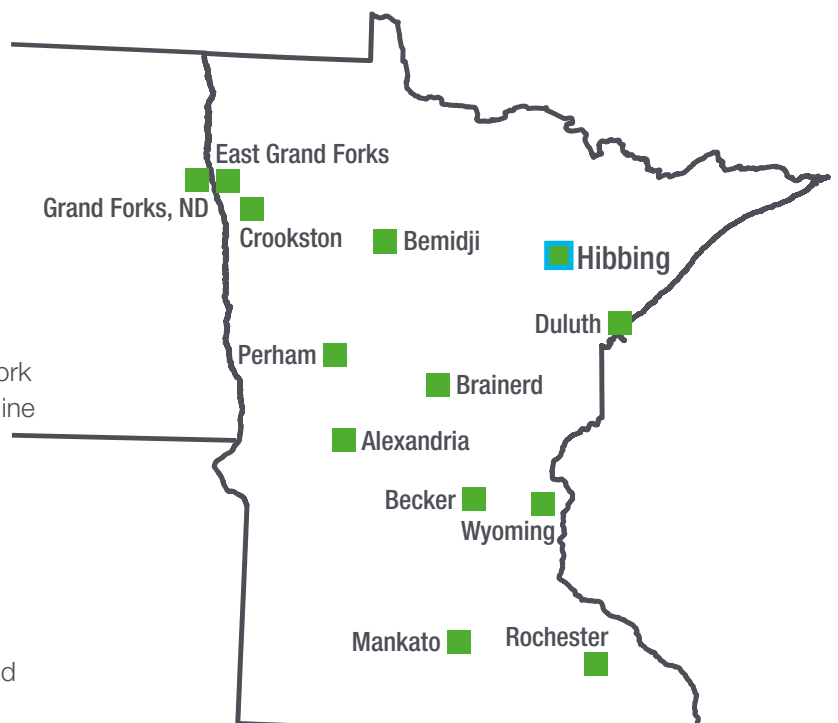
IN-HOUSE DISCIPLINES

- Aerial Mapping
- Archaeology
- Architecture
- Civil Engineering
- Electrical Engineering
- Environmental
- Funding
- GIS
- Interior Design
- Land Surveying
- Landscape Architecture
- Mechanical Engineering
- Planning
- Public Engagement / Communications
- Structural Engineering
- Transmission & Distribution Design
- Transportation Engineering
- Water Resources Engineering



Widseth is an engineering, architecture, land surveying and environmental services firm with 13 offices in Minnesota and North Dakota and 270+ employees. Our engineering practice includes civil, structural, mechanical and electrical engineers who work on a wide range of projects for public and private clients. Our architectural portfolio includes schools, sports and recreational facilities, maintenance buildings, clinics, senior living, retail, offices, factories, historic buildings and more. Our land survey crews and environmental specialists work throughout the Midwest. Together, this multi-discipline team provides our clients a complete package of services to lead their project from concept to completion.

Widseth was established in 1975, and 2025 marks 50 years of dedicated service to our clients and communities. This milestone reflects our long-standing commitment to excellence, innovation, and building lasting relationships.



PROJECT UNDERSTANDING & APPROACH



PROJECT UNDERSTANDING

The Highland Hills Residential Development in Hibbing is a desirable new addition near the existing Highland Park neighborhood in the central part of the city. Located on an existing overburden pile from historic mining activities, the project area is mostly undeveloped and overlooks the Beltline (Highway 169) to the east.

Since Fall of 2022, several concepts have been developed by Streetar Consulting and Perkins & Will. We understand the next project phase will include two distinct projects: Phase I—Four-Lot Development Area and Phase II—Subdivision Platting.

Phase I includes the development of preliminary grading and utilities plans for four additional lots at the west end of E Park Drive, part of the Highland Park addition. This phase will require a review of the existing conditions and cost estimates to refine the latest conceptual layout.

Phase II will include:

- Refining the subdivision layout of 30 to 50 additional lots.
- Preparing preliminary roadway alignments, profiles, and cross sections.
- Developing preliminary water, storm sewer, and sanitary sewer utilities plans.
- Identifying easements, rights-of-way, and drainage corridors.
- Preparing preliminary and final plat documents.

Both project phases will incorporate close coordination with City staff, including presentations at council meetings, and regular project management meetings. This coordination will be critical to maintain the value of the substantial amount of work that the City has completed up to this point.

Widseth proposes a comprehensive approach to this project and values the input from the City staff and other stakeholders. We will engage early and often with regular communication to make sure all parties are involved and that our platting and design is proceeding in the right direction. Working closely with City engineering, public works, and the planning department, our approach ensures that existing and proposed conditions are well thought-out for future needs, coincide with the city's master planning efforts, and provide a desirable residential area for the community.

PROJECT APPROACH

The Final Draft document was presented at the October 15, 2025 council meeting, this project has occurred in three phases thus far: Background (Fall 2022-June 2024), Vision & Goals (September 2024-November 2024), and Concept Development (February 2025-October 2025).

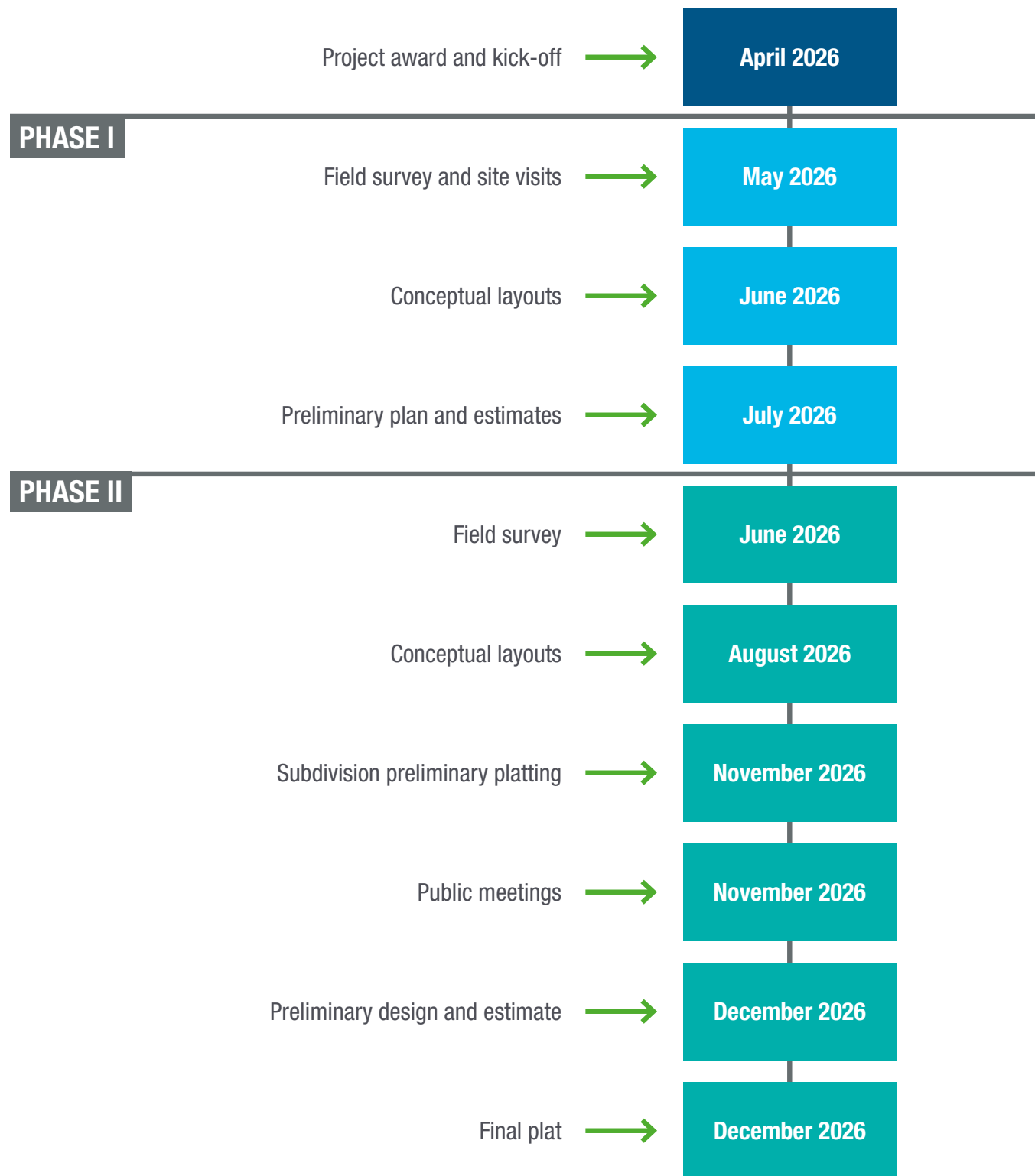
To review these previous phases, Widseth plans to host a kick-off meeting with Streetar Consulting and City staff to gain additional project history. Evaluation of the preferred layout feasibility will include review of our field survey data and desktop resources to analyze topography and existing utilities for storm water drainage and practical connections to existing infrastructure. This evaluation would be discussed with the City to present findings and recommendations.

Detailed scope and methodology

Widseth's scope of services and methodology includes the following:

- A kick-off meeting with Streetar Consulting and City staff will be scheduled to discuss previous work (Phases 1-3) and review overall project milestones and deadlines.
- Widseth highly recommends conducting a geotechnical investigation, if not already done, to assist with understanding the subsurface conditions of the project area. We will obtain quotes from geotechnical firms and provide a recommendation to the City for consideration.
- A comprehensive field survey of the entire project area will be conducted to gather data and map topography, Gopher One Call public utilities, existing structures and other features, and adjacent roadways for potential connections.
- Preliminary grading and utility plans will be prepared for the Phase I four-lot development with an associated construction cost estimate. Plans will be labelled 'exhibit', 'not for construction', or similar and include an existing conditions sheet, proposed site grading, plan-profile of the roadway extension, and proposed plan-profile of utility mains and services. The plans and cost estimate will be presented internally with City staff prior to an additional presentation to council upon approval. This phase will also include one of two options that the City can consider. The four lots can either be platted as part of the existing 1st Addition to Highland Park, or the City can choose to proceed with a plat exemption and create legal descriptions for each lot. The proposed fees in this proposal reflect these two options, which can be discussed further as requested.
- Based on review of the existing conditions and preferred layout, refined platting will be developed with lot configurations for Phase II. Preliminary roadway alignments, profiles, and sections will be prepared along with proposed infrastructure connections for utilities. This will also include preliminary sizing and design for the required permanent stormwater management (i.e. stormwater ponds, infiltration basins, etc.). Rights-of-way, and drainage corridors will be determined as needed based on the platting layout and preliminary design.
- Phase II documents (preliminary plat and preliminary design plans) will be presented internally for approval and then at city council for review and comments.
- Final revisions to the preliminary plans, final platting, and cost estimates will be prepared for the City along with associated electronic file formats (GIS and CAD).

PROJECT SCHEDULE



TEAM QUALIFICATIONS & EXPERIENCE

KEY PROJECT PERSONNEL RESUMES



JEREMY SCHWARZE PE, ASSOC.

Project Manager | Civil Engineer

Jeremy is part of Widseth's civil engineering department with 14 years of experience working with public and private clients. His expertise includes cost estimating, permitting assistance, site design, and project management for complex industrial and manufacturing sites, private and commercial projects, and various government/public civil projects. He works closely with owners, contractors, and the design team to create efficient, economical, and pragmatic solutions for all types of projects.

License/Certification

Professional Engineer:
MN (55498)

Design of Construction
SWPPP

Education

Bachelor of Science,
Civil Engineering
| University of
Minnesota, Duluth

RELEVANT EXPERIENCE

- AMGS Manufacturing Facility Site Design—Hibbing, MN
- Hibbing Homeless Shelter Buildings—Hibbing, MN
- Hibbing Public Safety Building—Hibbing, MN
- Brainerd Oaks West Residential Development—Brainerd, MN (In Progress)
- City of Bigfork, 2023 Water Study PER and ER—Bigfork, MN

*Completed prior to joining Widseth



TONY PALCICH LS, CFEDS

Land Surveyor

Tony serves as a land surveyor in Widseth's Hibbing office. With more than 14 years of experience, Tony has successfully contributed to all phases of land surveying, working on various projects for both private and public clients. His expertise includes city and county remonumentation projects, standard 505 plats, RLS plats, CIC plats, right-of-way plats, boundary commission plats, and cemetery plats. Additionally, Tony is proficient in drafting precise legal and easement descriptions.

License/Certification

Professional Land
Surveyor: MN (53737)
MSHA
Certified Federal
Surveyor (CFedS)
(1877)

Education

Bachelor of Science,
Land Surveying and
Mapping | St. Cloud
State University

Associate of Arts,
Civil Engineering
Technology | Lake
Superior College

RELEVANT EXPERIENCE

- Tettegouche Highlands Subdivision Plat—Lake County, MN
- Tettegouche Highlands First Addition Subdivision Plat—Lake County, MN
- Registered Land Survey (RLS) 150—St. Louis County, MN
- Registered Land Survey (RLS) 157—St. Louis County, MN*
- Canelake Properties Plat—St. Louis County, MN*
- AMGS Manufacturing Facility—Hibbing, MN
- Hibbing Public Safety Building—Hibbing, MN

*Completed prior to joining Widseth

TEAM QUALIFICATIONS & EXPERIENCE CONTINUED



CHAD CONNER LS, CFEDS, VP

Principal in Charge | Land Surveyor

Chad is the Director of Survey Operations in the Brainerd/Baxter office. Chad has worked on many commercial and residential development projects across Minnesota. Those projects included the concept design, detailed surveys, utility connections, stormwater, drainage and utility easements, meeting representation, platting and final lot corner staking. He has worked on many municipal improvement projects involving street and utility construction, right-of-way, acquisition, construction, staking, and record drawing. His training as a Certified Federal Surveyor has given him the expertise to properly evaluate evidence and provide important solutions for projects in many of Wideth's offices. His responsibilities include land survey project development and management, scheduling, and coordination.

License/Certification

Professional Land
Surveyor: MN (41643)

Certified Federal
Surveyor (CFedS)
(1292)

Education

Bachelor of Science,
Land Surveying and
Mapping | St. Cloud
State University

Diploma, Civil
Engineering
Technology | St. Cloud
Technical College

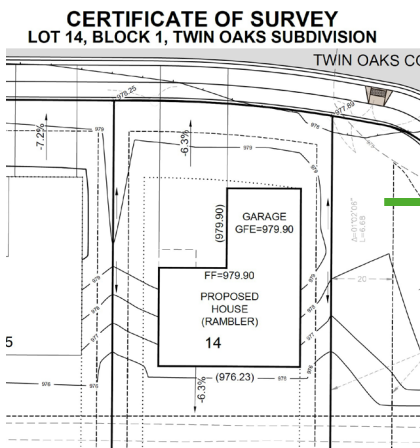
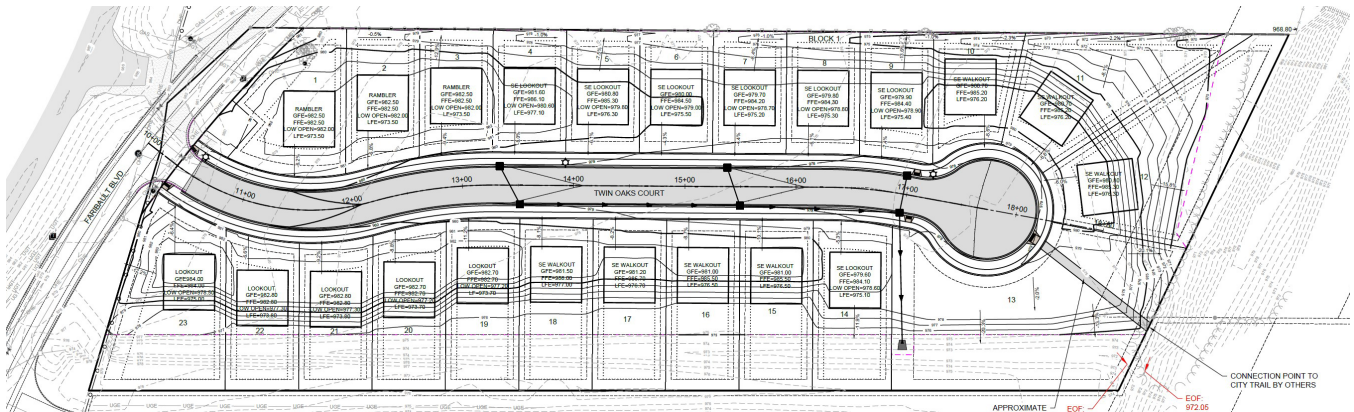
RELEVANT EXPERIENCE

- Pine Trail Homes Residential Development—Nisswa, MN
- Heart of the Good Life, Commercial and Industrial Development—Pequot Lakes, MN
- Quarterdeck Beach Club Residential Development—Gull Lake, MN
- Fiberhood Residential Development—Baxter, MN
- Hunter Lake Estates Residential Development—Crosby, MN

KEY PROJECT PERSONNEL WILL HAVE SUPPORT FROM OUR STAFF OF 270+ PROFESSIONALS



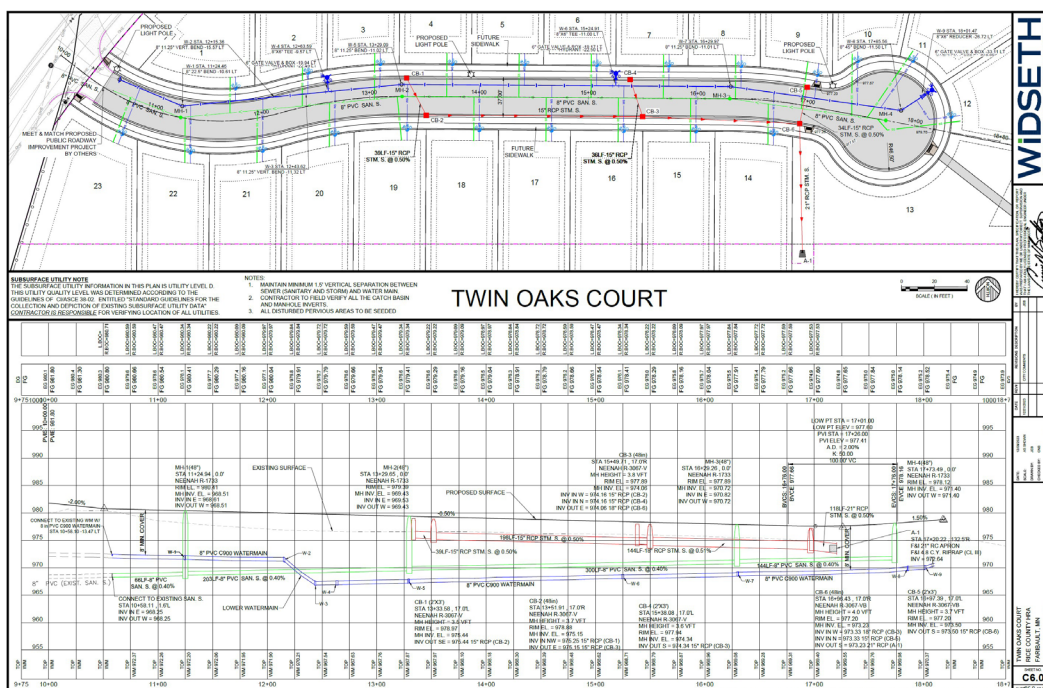
RELEVANT PROJECT EXPERIENCE



RICE COUNTY HRA TWIN OAKS SUBDIVISION Faribault, MN

Housing development civil engineering and platting

Widseth developed a site plan and survey services for the Rice County HRA for Habitat For Humanity and other affordable housing groups. 22 single-family home sites have street access with a garage and topography to accommodate a split level home with lower level patio access in the back yard.





HIBBING PUBLIC SAFETY BUILDING

Hibbing, MN

New facility site development

Construction of the new Hibbing Public Safety Building is anticipated to be completed by the end of 2026. This \$29 million facility will consolidate Hibbing's Police, Fire, and Emergency Medical Services departments into one modern, centralized location. It is being constructed on the site of the current Central Range Public Works Facility along the Highway 169 Beltline.

Brunton Architects is leading the design of the facility, with Widseth providing project management, civil engineering, mechanical and electrical engineering, and landscape architecture services. The comprehensive facility will feature a secure public entry, underground police department parking, a multi-purpose training room, police locker rooms, a sally port and holding area, ambulance apparatus bays, fire command bays, a hose training tower, bunk rooms for the fire department, and day room for emergency personnel.





ADVANCED MACHINE GUARDING SOLUTIONS

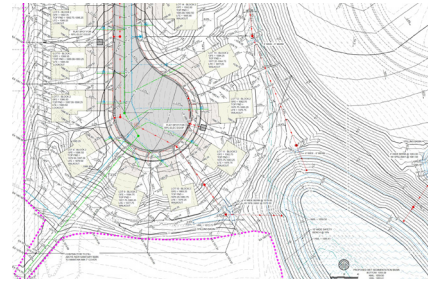
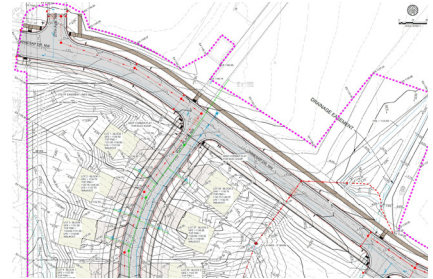
Hibbing, MN

New facility site development

The Hibbing Economic Development Authority (HEDA) embarked on the construction of a new manufacturing facility to support the growth of Advanced Machine Guarding Solutions (AMGS) in Hibbing, MN. Widseth led the design phase for the 33,750-square-foot main floor, complemented by a 3,620-square-foot mezzanine reserved for future office space.

This project included multiple stakeholders, from the funding agency, the city, and the operator (AMGS). Early and frequent communication throughout the design phase was key to the success of this project.



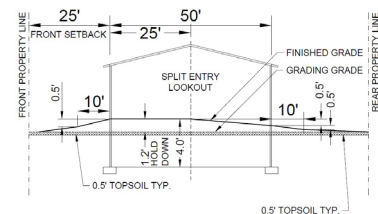
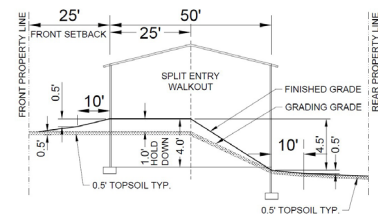
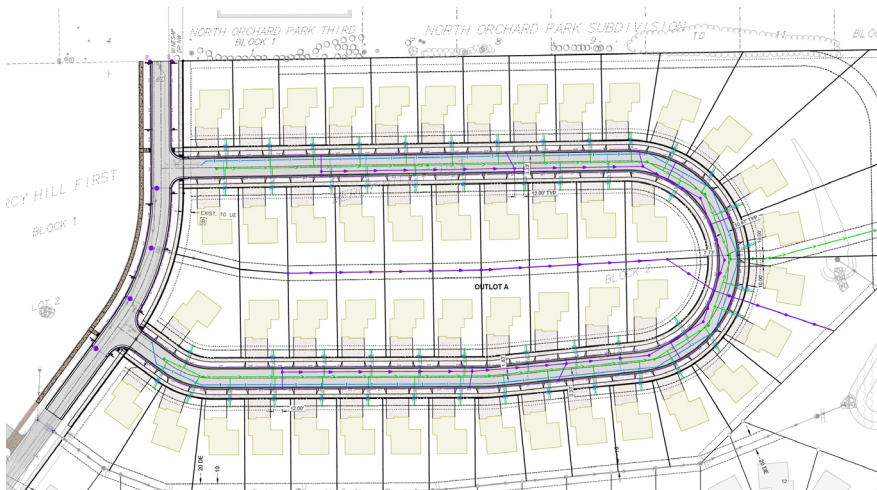
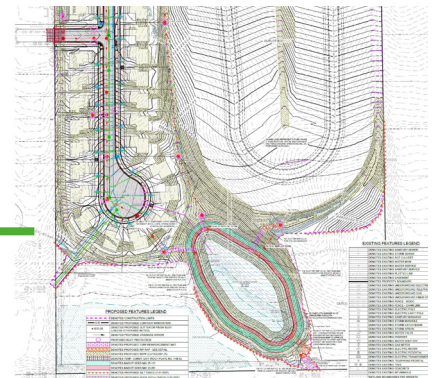


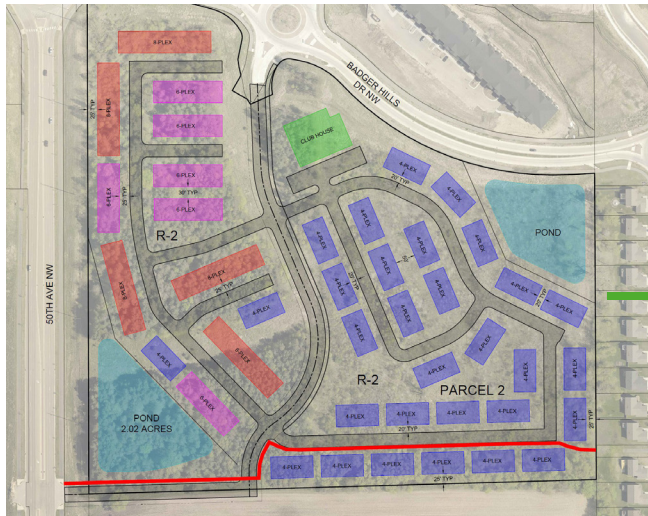
MERCY HILL 2ND AND 3RD SUBDIVISIONS

Rochester, MN

*Residential development civil
engineering, surveying, and platting*

Widseth worked with Farmland LLC to subdivide 28.6 acres into 38 single family residential lots on a single downhill sloped cul-de-sac street on the second phase of the Mercy Hill development. Mercy Hill 3rd subdivision includes an additional 50 single family lots on a loop street.



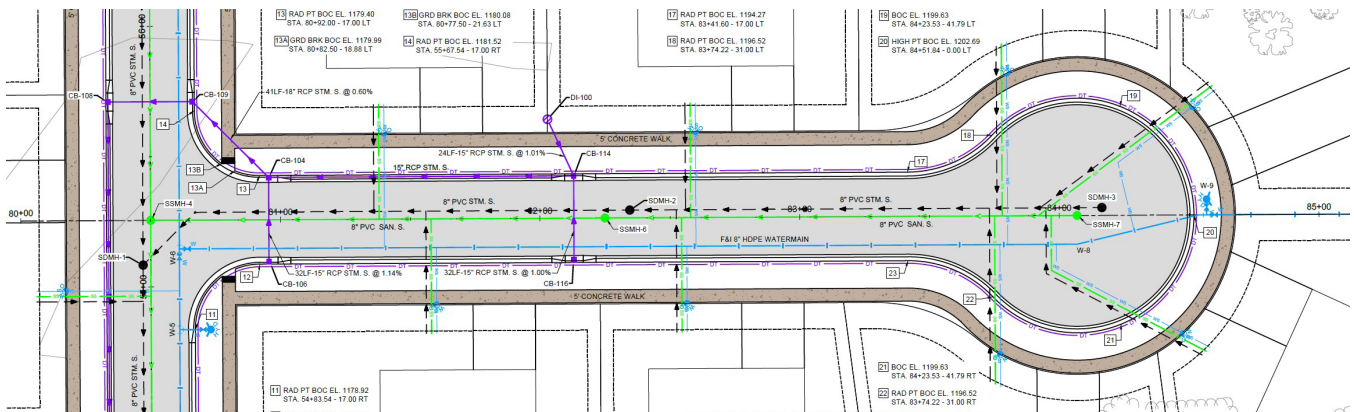


SAVANAH OF ROCHESTER DEVELOPMENT

Rochester, MN

*Residential development civil
engineering, surveying, and platting*

Planning and initial civil engineering was completed for a new multi-unit housing development in Rochester, MN for Stoneleigh Companies LLC. With 84 units on parcel 1 and 122 units on parcel 2, and mixtures of 4-plexes up to 8-plexes will fill the overall 23 acre site.

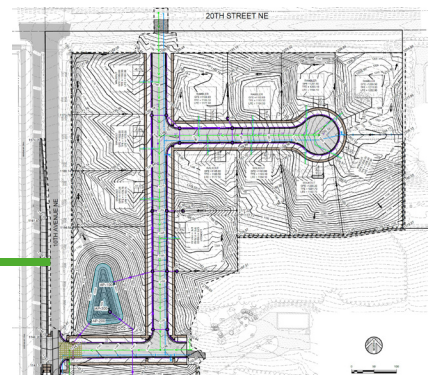


TIMBERVIEW FIRST SUBDIVISION

Byron, MN

*Residential development civil
engineering, surveying, and platting*

Widseth worked with KBT Development LLC to subdivide a 20 acre former farm and larger single family lot into 14 single family residential lots for Phase 1 of the development. Phase 2 of the development will include an additional 16 single family residential lots.



COST PROPOSAL

TASK 1	LUMP SUM FEE
Project Coordination	\$6,500.00
TASK 2 (PHASE I - ALTERNATE 1)	LUMP SUM FEE
Phase I: Four-Lot Development <u>with Plat</u>	\$25,500.00
TASK 2 (PHASE I - ALTERNATE 2)	LUMP SUM FEE
Phase I: Four-Lot Development <u>with Plat Exemption</u>	\$19,700.00
TASK 3	LUMP SUM FEE
Phase II: Subdivision Platting	\$55,000.00
TASK 4	LUMP SUM FEE
Evaluation of Prior Work	\$3,500.00
TASK 5	LUMP SUM FEE
Cost Estimating	\$3,500.00
(PHASE I - ALTERNATE 1) TOTAL PROPOSED FEE	\$94,000.00
(PHASE I - ALTERNATE 2) TOTAL PROPOSED FEE	\$88,200.00

Additional services Widseth can provide that are not included in the current scope of work include:

- Electrical engineering
- Environmental permitting or wetland delineation
- Landscape architecture
- Final design and construction documents
- Construction administration and project management
- Construction staking and on-site observation

**Note: All permitting fees (platting fees, environmental, etc.) will be the responsibility of the Owner.*



WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

Alexandria | Becker | Bemidji | Brainerd | Crookston | Duluth | East Grand Forks
Grand Forks | Hibbing | Mankato | Perham | Rochester | Wyoming

Widseth.com



Request for Council Action

City Council Action

Approve the Conditional Use Permit request.

Description of Agenda Item

Approve a Conditional Use Permit request of George Bougalis, 2115 East 41st St., Hibbing, MN 55746 to allow for the construction of a 20 ft. x 34 ft. addition onto the existing detached garage in the R-1, Single Family Residence District, and the Hibbing City Code of Ordinances, which is permitted only with a Conditional Use Permit.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

The Planning Commission recommends approval of the Conditional Use Permit request.

Budgetary/Fiscal Impact

Action Requested

Approve the Conditional Use Permit request.

Attachments

1. DOC051426

DATE: May 4, 2026

REF. #: CUP 26-02

BY MEMBER: G. Smith

RESOLUTION

WHEREAS, Hibbing Planning Commission held a public hearing on this date for a Conditional Use Permit request of George Bougalis, 2115 East 41st St., Hibbing, MN 55746 to allow for the construction of a 20 ft. x 34 ft. addition onto the existing detached garage in the R-1, Single Family Residence District, and the Hibbing City Code of Ordinances, on the subject property, 2115 East 41st St., Hibbing, MN 55746 (W 90 ft. of E 623 6/100 ft. of S 627 ft. of SE ¼ of SW ¼ Ex. Hwy Rt of Way Section 20 Township 57 Range 20 Hibbing); and

WHEREAS the Commission finds that the proposed building or use at the particular location requested is necessary or desirable to provide convenience and will contribute to the general welfare of the neighborhood or community; and

WHEREAS the Commission finds that the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities, and other matters affecting the public health, safety and general welfare; and

WHEREAS the Commission finds that the proposed building or use will be designed, arranged and operated so as to permit and use of neighboring property in accordance with the applicable regulations.

NOW THEREFORE BE IT RESOLVED that the Planning Commission herewith recommends City Council approval of the request.

MEMBER G. Smith moved the adoption of the resolution, D. Majkich seconded the adoption, and the results of the vote were as follows:

NAME	YES	NO
G. Smith, Chairperson	X	
C. Lubovich	X	
J. Jump	X	
J. Lubben	X	
D. Majkich	X	

SUMMARY OF VOTE: YES: 5
NO: 0
ABSTENTION: 0
MOTION: APPROVED: X
DISAPPROVED: _

And I hereby certify that the foregoing (or above) is a true and correct copy of a Resolution adopted by the Hibbing Planning Commission at their regular meeting on May 4, 2026.

No Seal



Drafted by Tina Glad, Secretary
City of Hibbing
401 East 21st Street
Hibbing, MN 55746



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-457-11-02-Definitions-revised-2026-03-05 Land Use containers
2. Summary of Shipping Container Ordinance 457

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.

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."

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]"**

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."

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		

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
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, pyrexilin, 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				

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			

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

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		

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-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 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

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"

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.)

A Brief Summary of Ordinance No. 457, 2nd Series Regarding Shipping Containers

Commercial and Industrial Zoning Districts:

I-1, Light Industry = Permitted; no more than 4 containers per parcel (regardless of size)

I-2, General Industry = Permitted; no more than 4 containers per parcel (regardless of size)

AMU-P, Airport Multiple Use Park = Permitted; no more than 2 containers per parcel (regardless of size)

C-3, Highway Service Commercial = Permitted, only with an approved Conditional Use Permit. Number and location of containers will be determined by the Planning Commission; some factors considered are parcel size and location.

Residential Zoning Districts:

F-A, Forestry-Agriculture = Permitted; up to 400 sq. ft.in containers per parcel with an occupied dwelling. Container(s) must be placed to rear of property and meet minimum side and rear property line setbacks.

A-1, Agriculture = Permitted; up to 400 sq. ft.in containers per parcel with an occupied dwelling. Container(s) must be placed to rear of property and meet minimum side and rear property line setbacks.

A-R, Agriculture-Rural-Residential = Permitted; up to 400 sq. ft.in containers per parcel with an occupied dwelling. Container(s) must be placed to rear of property and meet minimum side and rear property line setbacks.

R-R, Rural-Residential = Permitted; up to 400 sq. ft.in containers per parcel with an occupied dwelling. Container(s) must be placed to rear of property and be set back a minimum of 50ft. from side and rear property lines.

S-R, Suburban-Residential = Permitted, only with an approved Conditional Use Permit. Parcel must be a minimum of 1 acre in size, container(s) must be placed to rear of property; the size and number of containers will be determined by the Planning Commission, it will be no more than 400 sq. ft. per parcel with an occupied dwelling.

R-1, R-2, R-3, R-4 = Not permitted in Urban Zoning Districts.



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

City Paving Project - Change Order - \$25,000 - \$35,000

Strategic Initiative

To Improve the alley surface behind the Graysher shopping center

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Rich Lees will be paving the parking lot in front and in back of the Graysher Shopping Center. The City owns the alley way behind the shopping center and it is in very poor condition. Rich contracted the project through KGM, the same contractor that we will be using for our City Paving Project. I would like to rehabilitate the alley under our project so it will tie into Richs project.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

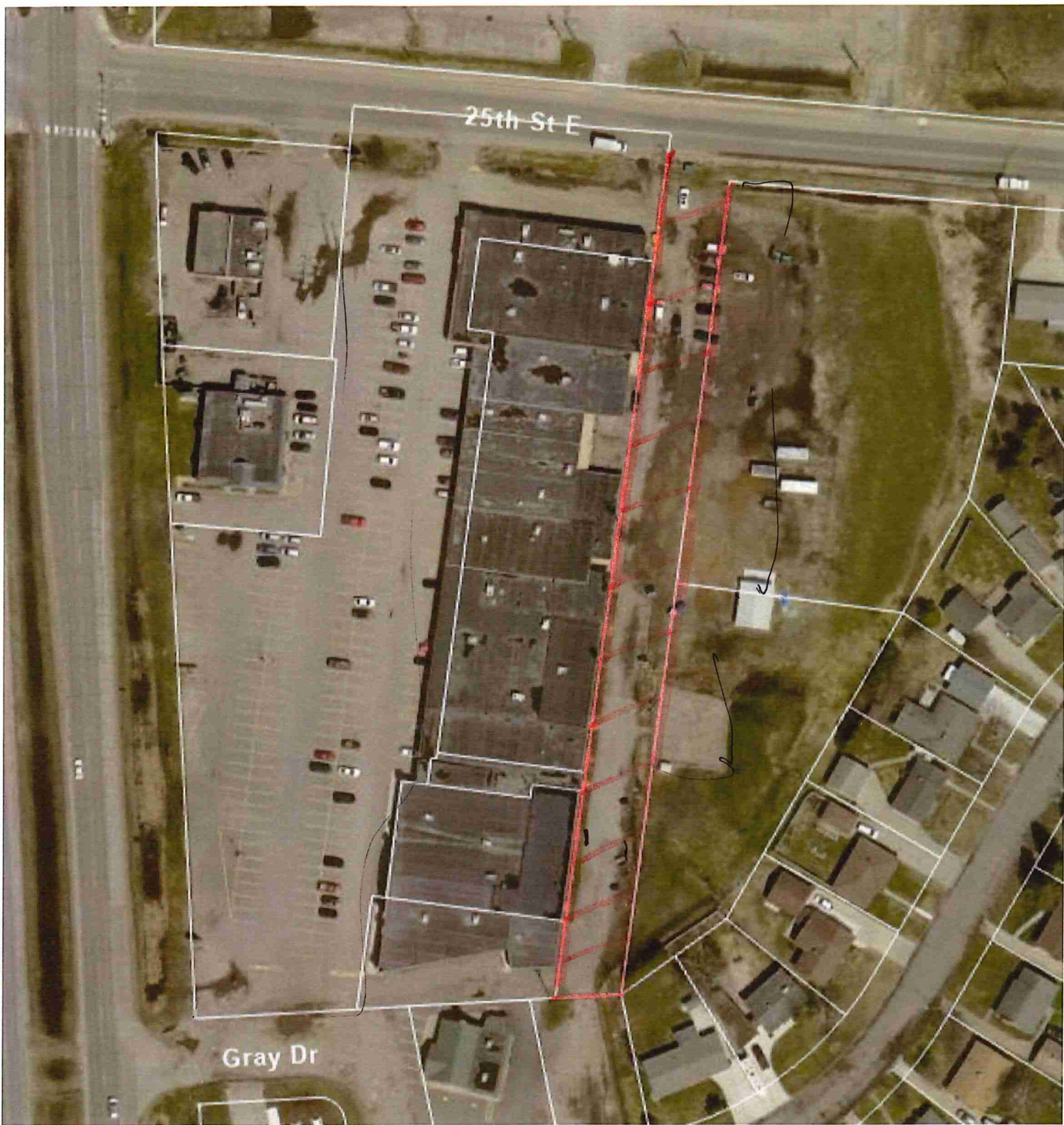
The City Paving Project was approximately \$106,000 under budget. The cost for this change order and our portion of the alley is approximately \$25,000 - \$35,000, depending on how much we mill and how thick the bituminous mat is that we put down.

Action Requested

I am asking the City Council to approve the change order to do the work in the alley behind the Graysher shopping center.

Attachments

None





Request for Council Action

City Council Action

Description of Agenda Item

Award project to Max Gray Construction for the Memorial Building Ammonia Room Repairs in the amount of \$775, 000.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

This project is the repairs involving our current insurance claim that we have going on stemming from the steam leak at the Hibbing Memorial Building. This is to repair the ammonia room and bring it up to code. Please see attached bidders and letter to move forward with a contract with Max Gray Construction.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Insurance Claim - \$775,000

Action Requested

Requesting Council Approval

Attachments

1. Bid Award Recommendation Letter - Hibbing Memorial Arena 5-15-26
2. Hibbing Memorial Ice System Review of Damages_Bid Tab_05152026

May 15, 2026

Mr. Nick Arola
Director of City Services
City of Hibbing
401 East 21st Street
Hibbing, MN 55746

Via Email: NickArola@hibbingmn.gov

RE: Hibbing Memorial Arena – Ammonia Room Repairs
Bid Award Recommendation Letter
B32 File No. 900.25.605

Dear Mr. Arola:

On Tuesday, May 12, 2026, bids were opened for the Ammonia Room Repair Project at the Hibbing Memorial Arena. The table below summarizes the two bids received. The engineer's estimate is also included and is based on the April 3, 2026 cost estimate presented to the City.

	Engineer's Estimate*	Max Gray Construction	Commercial Refrigeration Systems
Total Base	\$704,100	\$784,000	\$1,171,215
Alt 1: Provide infill to Door No. 8.		(\$9,000)	\$9,100

*The Engineer's Estimate does include the recommended 8% construction contingency. The bids do not include the construction contingency.

There was limited interest in this project, most likely due to the challenging nature of working around existing equipment and piping, the range and type of work, and the limited availability of skilled labor at this time. The difference between the base bids reflects this as well. We have reviewed both bids and find no irregularities that would cause us to be concerned with either bid. We recommend awarding the bid to Max Gray Construction. We recently completed a ice rink related project with Max Gray in Hoyt Lakes.

The award should be based on the condition that the Contractor will execute the contract documents and return them to B32 Engineering Group within ten (10) days in conformance with the bidding documents. As a reminder and as with all construction projects, we recommend budgeting an 8% contingency in addition to the bid amount and construction cost for any changes or unforeseen site conditions that may arise during construction.

Enclosed are the bid tabulation and the original bid forms from each bidder for your records.



I would be more than happy to discuss the bid results in more detail with you, your staff and the City Council. If you have any questions after reviewing the information in this letter, please feel free to call me at our office at 651.256.3090 or on my mobile at 651.492.1376

Sincerely,

B32 ENGINEERING GROUP, INC.

A handwritten signature in black ink, appearing to read "Scott A. Ward". The signature is fluid and cursive, with the first name "Scott" and last name "Ward" clearly legible.

Scott A. Ward, P.E.
President

C:

Enclosure: Bid Tabulation and Original Bid Forms for your records

Bid Tabulation

Project Name: Hibbing Memorial Arena Ammonia Room Repairs

Location: Hibbing, MN

Date and Time: Tuesday, May 12, 2026 at 10AM

B32 File No.: 900-25-605



Bidder Information	Bidder No.1	Bidder No.2
Bidder Name	Max Gray Construction	Commercial Refrigeration
Bid Security (5%)	YES	YES
Addenda Acknowledged (1 & 2)	YES	YES

Base Bids	Unit	Total	Total
Lump Sum Bid Price for Base Bid	LS	\$ 784,000.00	\$1,171,215.00
TOTAL BASE BIDS		\$784,000.00	\$1,171,215.00

Alternates	Unit	Total	Total
Alt Bid 1 - Provide infill of Door No. 08 at the ammonia room with CMU construction in lieu of installing a new door, frame, and associated hardware. This alternate also includes omission of ammonia leak detection devices at the location, including alarm/strobe, emergency stop, and door signage. Refer to Contract Documents for full requirements.	Add/Deduct	(\$9,000.00)	\$9,100.00

Total Base Bid + Alternate 1		\$775,000.00	\$1,180,315.00
Contractors Name	Max Gray Construction	Commercial Refrigeration	
Address	2501 5th Ave West / PO Box 689 Hibbing, MN 55746	PO Box 1066 Virginia, MN 55792	
Email	jabrahamson@maxgrayconstruction.com	mark@commrefr.com vicky@commrefr.com	
Telephone	218-262-6622	218-749-3366	
Fax	218-262-8901	N/A	
Bid Signed By	James E. Abrahamson	Mark Rodorigo	
Title	President		



Request for Council Action

City Council Action

Description of Agenda Item

Award the quote from LVC to move forward with phase one of Hibbing Memorial Arena fire alarm system in the amount of \$65,455.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

In an effort to improve public safety at the Hibbing Memorial Building, the City is taking steps to make sure the entire building is up to code when it comes to fire detection and alerting. The first phase of this project will concentrate on the arena portion of the building and provide detection and alerting to the building if a situation occurs. We received two quotes for the project and recommend moving forward with LVC to perform the work (see attached quotes). Our intention is to finish the remaining portions of the building in 2027. The work for phase 1 is tentatively planned to be completed before October 2026.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$65,455 - Memorial Building Capital Budget 2026

Action Requested

Requesting Council Approval

Attachments

1. Hibbing Memorial Arena Fire Alarm Budget - LVC 5-08-26
2. AKT-Hibbing Memorial Hockey Arena Fire Alarm Phase 1-Proposal



Hibbing Memorial Arena

Fire Alarm System – 2026 Budget

Prepared by: Chad Newberg Date: 5/08/26

FIRE ALARM SCOPE OF WORK

This scope of work is based on provided plans and a site visit to Hibbing Memorial Arena in 2025. Phase 1 of this project is highlighted in yellow provided floor plan from Nick Arola and is subject to fire marshal approval.

Hibbing Memorial Arena Phase 1 Budget - 2026:

LVC will provide the labor, materials, drawings, programming, testing and commissioning necessary to install the following:

- 1 Notifier NFS2-3030 Fire Alarm Panel
- 1 DVC Voice Evacuation Panel
- 2 Annunciators
- 13 Smoke Detectors
- 3 Heat Detectors
- 3 Manual Pull Station
- 2 Beam Detectors with Reflectors
- 2 Keyed Switches for dis-able capabilities
- 25 Speaker/Strobes
- 5 Strobes
- Fire Sprinkler Monitoring
- Pre-Testing and Testing
- Cell Dialer
- Daytime Labor

Fire Alarm Scope as Detailed

\$65,455.00

FIRE PROTECTION · FIRE ALARMS & LIFE SAFETY · SECURITY · STRUCTURED CABLING
COMMUNICATION · NATIONAL SERVICES · SERVICE



Electrician

Electrician work is excluded in the base proposal. Pricing below is to provide electrical 120v power up of fire alarm panels

Fire Alarm Scope as Detailed **\$2,500.00**

Total Scope as Detailed **\$67,955.00**

PROPOSAL ACCEPTANCE

Thank you for your consideration. We welcome your questions, any further discussion, and Proposal acceptance.

Best regards,

Chad Newberg

Fire System Sales

952-292-6130

cnewberg6130@gmail.com

Authorization to Proceed

Name	_____	Date	_____
Title	_____	PO or Job #	_____
Signature	_____		

APPENDIX: CLARIFICATIONS AND EXCLUSIONS

Clarifications:

- LVC will provide a one-year warranty on parts and labor commencing on the date of AHJ or Owner acceptance.
- Pricing presumes the fire marshal will approve this solution. Additional fire marshal requirements are subject to additional charges.
- Any required CAD files will be provided to LVC Inc. at no additional cost to complete required permit submittals. LVC will provide all design submittal documents and plans upon receiving CAD files from others at no additional cost to LVC.
- All programming and panel terminations are to be done by LVC Companies.
- All cabling will be installed to industry standards and with proper support.
- All cabling pathways are assumed to be available for use without additional conduits, fire sleeves, core holes, or other means to run cabling.
- Required permits for fire alarm system are included in the proposal price.

- Fire alarm cabling cannot be painted unless approved in writing by the AHJ.
- The Proposal includes one (1) pre-test and one (1) final acceptance test with Authority Having Jurisdiction (AHJ) and is based on single-phase work for completion for occupancy. Additional phases for occupancy will require a change order.

Exclusions:

- All electrical, including but not limited to 120VAC connections, rough-in conduits and boxes, other conduit, raceways, penetrations, cable trays, POE entry sleeves, floor X-rays, surface raceways for low voltage cable pathways, are to be supplied by an electrician or others.
- Elevator work is excluded
- Mechanical work is excluded
- Patching and Painting is excluded
- LVC Companies is not responsible for any repairs of sheetrock, ceiling tile, tile grid, or any superficial material, including paint, wall covering, paneling wood, steel studs, access hatches, or any non-supporting structure material related to completing the installation of the system.
- Unless otherwise noted, the following are not included in this Proposal:
 - Demolition of existing systems, devices, or cabling
 - Lift scheduling or rentals
 - Offsite monitoring fees

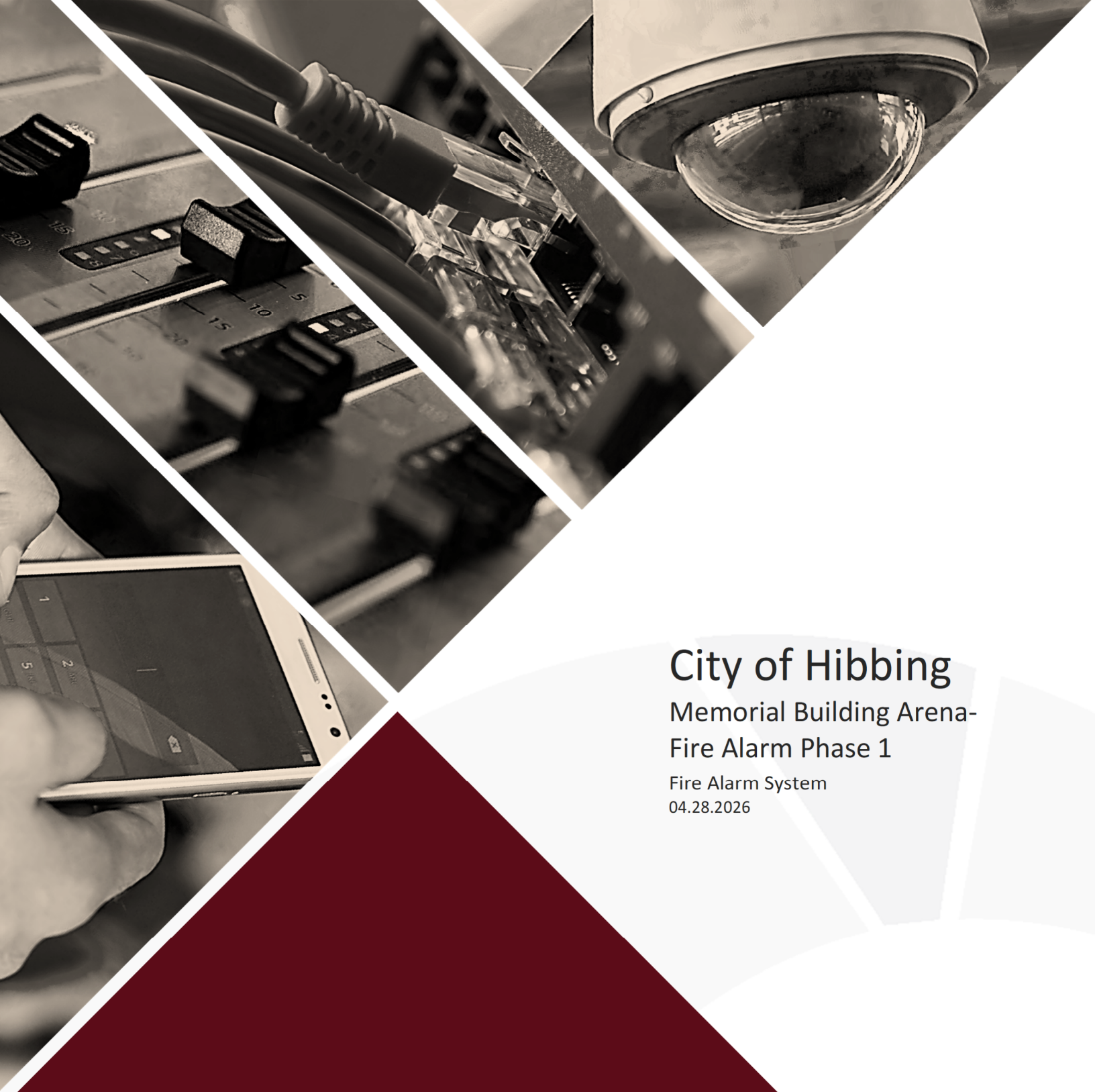
APPENDIX: GENERAL TERMS AND CONDITIONS

1. **Work and Services.** LVC Companies commits to executing the work and providing the goods, software, licenses, and services detailed in the Proposal ("Work"). Upon acceptance by the Customer, the Proposal becomes the binding Agreement ("Agreement") between the parties for Customer's systems identified in the Proposal ("Systems").
2. **Pricing.** Pricing is generally valid for 30 days from the date of this Proposal. In the event of unforeseen or unplanned supply chain challenges, LVC Companies reserves the right to charge additional fees and/or change orders associated with unknown and unplanned tariffs, additional shipping charges, and/or material cost increases at any time before the project starts or during the project regardless of initially agreed contract price. LVC Companies will supply data and information for these changes as necessary.
3. **Lead Time.** LVC Companies will require sufficient lead time (generally a minimum of 2 weeks) to order parts, schedule, and complete the submittal and permitting process. Project kickoff depends on LVC Companies' ability to secure materials on time. Factors outside LVC Companies' control may necessitate timeline changes, such as material or shipping delays.
4. **Safe Storage.** Others shall provide LVC Companies with a secure area on site for staging and material storage upon job commencement.
5. **Work Hours.** Work shall be completed during normal business hours of 7:00 a.m. – 3:30 p.m. Overtime premiums are not included in this Proposal. However, during the project and as timelines dictate, LVC Companies may elect to schedule their Work in such a way as to meet deadlines. Customer will be responsible for paying any overtime costs arising from Customer's acts, omissions, or decisions.
6. **Customer Cooperation.** Customer shall permit or arrange for reasonable access to the premises by LVC Companies personnel. Customer shall cooperate with LVC Companies in obtaining any necessary consents and waivers from the owner of the premises. Any delays experienced due to restricted access or areas not being ready for vendor (moving items, waiting for people to move, etc.) may be subject to added costs.
7. **Changes Orders.** Any changes by Customer or Work outside the Proposal will cause Customer to incur additional costs. LVC Companies will provide Customer with a detailed description of the proposed changes, including any associated costs and timeline adjustments. Change Orders must be approved before additional work is completed. Change Orders will be billed at the time of acceptance.
8. **Parking Fees.** Parking fees are included in this Proposal unless otherwise specified.
9. **Materials.** All materials will be billed at the time of procurement.

10. **Systems Management, Optimization, Maintenance, and Backup.** Unless specified in the Proposal, all systems management, optimization, maintenance, and backup tasks are excluded from the scope of Work and will not be performed by LVC Companies. Customer must arrange for these tasks to be performed by others.
11. **Force Majeure.** LVC Companies shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond LVC Companies' reasonable control.
12. **Incidental Damage.** LVC Companies is not responsible for any repairs of sheetrock, ceiling tile, tile grid, or any superficial material, including paint, wall covering, paneling wood, steel studs, access hatches, or any non-supporting structure material related to completing the repair or installation of the system.
13. **Compensation and Payment Terms.** Customer agrees to promptly settle all invoices from LVC Companies within thirty (30) days of the invoice date. Any payments not received within this period will incur additional charges. Credit card payments will be charged a fee of 3%.
14. **Sales Tax.** Proposal pricing does not include any applicable sales taxes unless otherwise noted. When applicable, sales will be included on the invoice.
15. **Warranty.** LVC will provide Customer with a one-year limited warranty on parts and labor. Details may be found at www.lvcinc.com/warranty.
16. **Manufacturer Terms, Conditions, and Warranties.** Manufacturer's End-User License Agreements (EULA), Manufacturer or Software Provider's Acceptable Use Policy (AUP), and any applicable warranties are hereby incorporated into the Agreement, and Customer agrees to be bound by the same. All applicable manufacturer information can be found at www.lvcinc.com/partners. See the manufacturer's individual websites for updated terms, conditions, and warranty language. Written copies will be provided upon reasonable request. Customer shall defend, indemnify, and hold harmless LVC Companies from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs, and expenses including, without limiting the generality of the foregoing, reasonable legal fees and disbursements actually incurred, together with all applicable taxes, which LVC Companies may be liable to pay or may incur by reason of, or directly or indirectly arising out of, any breach of Manufacturer's EULA, AUP, or Manufacturer's Terms and Conditions of Service. Manufacturer's EULA, AUP, and Terms and Conditions may be found on Manufacturer websites.
17. **Recurring Services.** Recurring Services are services generally offered on a periodic or ongoing basis and paid for in regular, ongoing installments ("Recurring Services"). If Recurring Services are included in the Proposal, additional terms apply.
 - a. **Term.** The initial duration is determined by the term lengths(s) shown per service in the Recurring Services Detail table (the "Initial Term"). Commencement of the Initial Term starts upon installation completion, equipment activation, and establishment of necessary communication connections. NOTE: Payment for all Installation and Equipment Charges is a precondition for equipment activation and the selected Recurring Services.
 - b. **Auto Renewal.** Following the expiration of the Initial Term, all chosen Recurring Services will automatically renew for successive one-year terms (each, a "Renewal Term"). However, the Customer retains the right to cancel such auto-renewal for any selected Recurring Services by providing written notice to LVC no less than thirty (30) days before the auto-renewal date.
 - c. **Pricing Adjustment.** LVC reserves the right to adjust charges for Recurring Services after the Initial Term, limited to once in any twelve (12) month period, by providing the Customer with a thirty (30) days prior written notice. Upon receipt of a price increase notice, the Customer holds the right to terminate this Agreement by providing written notice within thirty (30) days of the notice.
 - d. **Early Termination.** Should the Customer terminate a Recurring Service during the Initial Term or a Renewal Term, the Customer agrees to pay LVC, along with all outstanding charges prior to termination, the remaining charges for the unexpired portion of the Initial Term or Renewal Term (as applicable) for that Recurring Service. The Customer acknowledges and agrees that this amount represents a mutually agreed early termination charge, akin to liquidated damages, and is not considered a penalty.
18. **Limitation of Liability.** In no event shall LVC Companies be liable to Customer or any third party for consequential, special, indirect, or incidental damages arising out of the use or inability to use the Systems, including but not limited to loss of data or Information of any kind which Customer may experience, or fines or penalties imposed on Customer for failure to meet a governmental law, regulation or requirement for which the Systems are directly or indirectly used by Customer. LVC Companies does not represent or warrant that the System will prevent any loss by or through burglary, hold-up, fire, or otherwise; or that the Systems will, in all cases, provide the protection for which it is installed or intended. Customer acknowledges LVC Companies is not an insurer, that Customer assumes all risk for loss or damage to Customer's premises or to its contents, that LVC Companies has made no representation or warranties beyond what is included in the Limited Warranty, nor has Customer relied on any representation or warranties, expressed or implied, except as set forth herein and Customer acknowledges that he has read and understands this Agreement, particularly LVC Companies obligation and maximum liability in the event of any loss or damage to Customer.

It is understood and agreed by and between the Parties hereto that this Agreement is not intended to be an insurance policy or substitute for an insurance policy. Insurance, if any, will be obtained by Customer. Charges are based upon the value of Customer's property, Systems, and/or the property of others on Customer's premises. The fees paid by Customer are not sufficient to warrant LVC Companies assuming any risk of consequential or other damages to Customer due to LVC Companies negligence or failure to perform. Customer does not desire this Agreement to provide for the liability of LVC Companies, and Customer agrees that LVC Companies shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom, which the System is designated to detect or avert. From the nature of the Work to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of LVC Companies to perform any of their respective obligations hereunder, or the failure of the System to properly operate with the resulting loss to Customer. If LVC Companies should be found liable for loss or damage due to a failure on the part of the System, in any respect, such party's liability shall be limited to the refund to Customer to the sum of two-hundred fifty (\$250) dollars, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage; irrespective of cause or origin, results directly or indirectly to person or property from the performance or nonperformance of the obligations set forth by the terms of this contract or negligence, active or otherwise, of LVC Companies or their agents or employees.

19. **Indemnification.** Each party shall indemnify the other for claims arising from its acts or omissions in performing obligations under the Agreement. LVC Companies will indemnify Customer against any claims arising from its negligence or misconduct in the performance of the Work, and Customer will indemnify LVC Companies against any claims arising from its use of the deliverables provided by LVC Companies.
20. **Transfer of Property.** If Customer sells or transfers ownership of a site or any part thereof to a third party during the term of this Agreement, Customer shall remain responsible for the payment of the balance remaining in the Agreement for the Services provided to that site. The responsibility for payment shall transfer to the new owner only upon the written agreement and acknowledgment of LVC Companies. Customer shall notify LVC Companies in writing of any change of ownership or transfer of a site within 30 days of the transaction. Failure to provide such notification and obtain written agreement from LVC will result in Customer's continued responsibility for charges under the Agreement.
21. **Intellectual Property.** Each party's intellectual property remains its own unless otherwise provided in the Agreement. The design and intent of the items listed in this system specification or Proposal are considered intellectual property owned by LVC Companies, and the Customer agrees not to disclose content to any party other than those intended by LVC Companies. Disclosure of this design or intent will subject the discloser to consultant and design fees.
22. **Insurance.** Certificates of Insurance are available upon request. Any additional insurance beyond LVC's standard coverage is excluded from the pricing in the Proposal and shall be paid for by Customer.
23. **Software.** Any software provided with the Equipment or in connection with the Services is proprietary to LVC Companies and/or LVC Companies supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis.
24. **Entire Agreement.** The Agreement, including any included Appendices, contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. Any modifications to the Agreement must be in writing and signed by both parties.
25. **Survival.** Provisions intended to survive the cancellation, expiration, or termination of the Agreement shall remain in full force and effect.



City of Hibbing

Memorial Building Arena- Fire Alarm Phase 1

Fire Alarm System
04.28.2026

Scope of Work

The following describes the services to be performed by ArchKey Technologies for City of Hibbing located at 400 E 23rd St, Hibbing, MN 55746.

Owner to provide Memorial Building event schedule to ArchKey so event areas can be cleared of construction materials in advance.

ArchKey proposal is constructed for 4 working weeks at agreed upon project start date with City of Hibbing.

The **Fire Alarm System** will be constructed as follows: (Proposed fire alarm system was approved by the City of Hibbing Fire Marshall and Building Official).

****Electrical conduit, pathway, and service to all equipment below included within this scope of work for the fire alarm system.****

- (1) Edwards 4-CPU - Main CPU
- (4) Edwards 4-NET-TP Network Controller, 2Mbps Shared TX/RX, Twisted Pair
- (1) Edwards 3-SSDC2 - Single Signature Driver Controller, one 3-SDC1 Device Card.
- (1) Edwards 3-ZA95 - 95 Watt Zoned Amplifier, Class B/A, 25 or 70Vrms
- (1) Edwards 4-LCDLE - 4-LCD w/ cable for 3-CAB14B, mounting
- (1) Edwards 4-LCDAUDTELCAB-CB Display, LCD Module w/ Cable for Audio/Telephone Control
- (2) Edwards 4-24L12S - Control Display Module with 24 indicators and 12 switches
- (14) Edwards 4-FIL - Blank Filler Plate
- (1) Edwards 4-COMREL - Common Relay Module
- (1) Edwards 4-ANNAUDTEL - Annunciator, Audio and Telephone Interface Module
- (1) Edwards 4-AUDTELS - Audio and Telephone Interface/Riser Module
- (1) Edwards 4-MIC - Paging Microphone
- (1) Edwards 3-MODCOM - Modem Communicator and Dialer
- (2) Edwards 4-PPS/M - Primary Power Supply w/ local rail module 120-240V 50/60 Hz.
- (2) Edwards 3-CHAS7 - Chassis Ass'y for 7 LRMs
- (1) Edwards 3-CAB14B - Back Box /w 14 LRM Space w/o Door
- (1) Edwards 4-CAB24D - Door Assembly - Bronze outer door and black inner door
- (1) Edwards BC-1 - Battery Cabinet
- (2) PRB1240NB -12volt 40A Battery NB
- (2) Edwards 4-2ANN - LCD Annunciator - Comes with 4-LCDANN color touchscreen display,
- (2) Edwards 4-2ANNMT - Mounting assembly for 4-2ANN, two wide annunciator.
- (2) Edwards BPS10A - Remote Booster Power Supply, 10A, 120Vac, Red
- (4) PRB1212 - 12volt 12ah Battery
- (2) Edwards SIGA-CC1S - Signature Control Module, Single Channel, Synchronized
- (12) Edwards SIGA-OSD Multi-Criteria Optical (Photo) Smoke Detector
- (3) Edwards SIGA-HRD - Heat Detector, 13 5F Fixed w/ ROR
- (15) Edwards SIGA-SB - Standard Detector Base
- (4) Edwards SIGA-DDOS - Optica intelligent duct smoke detector, Edwards
- (4) Edwards SD-TRK - SuperDuct, Remote test/reset station, keyed
- (4) Edwards SD-T78 - SuperDuct, Air sample tube, 78 inch

- (3) Edwards SIGA-278 - Double Action Fire Alarm Station
- (2) Edwards EC5000R - Self Adjusting Reflective Beam Detector (160-330ft)
- (3) Edwards SIGA-CT1 - Single Ckt Input Module
- (1) Edwards SIGA-CT2 - Dual Input Module
- (6) Edwards SIGA-CRH - Control Relay Module, DPDT, 7amp @ 120/240VAC, 6 amp @ 24vdc,
- (3) Edwards SIGA-IM2 - Intelligent Signature isolator module
- (6) Edwards SIGA-MCC1 - Signal Module /w 1 Riser in, 1 Output Ckt, CI 'B' -UIO Mount
- (1) Edwards SIGA-UI06R - 6 Position, Riser Selection UIO Module Motherboard
- (1) Edwards MFC-A - Mult-Function Cabinet
- (12) Edwards EOL-47 - 47K EOL Assembly, UL Approved
- (4) Edwards G4VWF - Wall Strobe, 15-1 IOcd, White, FIRE Marking.
- (3) Edwards GCVWF - Ceiling Strobe, 15-115cd, White, FIRE Marking.
- (25) Edwards G4SVWF - Wall Speaker/Strobe, 15-11 Ocd, White, FIRE Marking LED
- (3.6) Edwards GRSW-10 Universal mounting Plate
- (1) Edwards WGSVWF Outdoor Speaker/Strobe, 15-30cd, White, FIRE Marking
- (1) Edwards WGWMA - WG Flush/Surface Mounting Adapter, White

ArchKey will provide the following **Documentation**:

- As-Built drawings

Systems Support Services

For repairs related to the ArchKey installed systems at City of Hibbing, contact the Systems Support Team at 763-528-2888 or support@archkey.com. Be prepared to describe the issue, the location of the issue, the contact information of the requestor, and any other relevant information needed to assess and make appropriate plans for resolution. Standard hourly rates apply.

- **Phone and Email Coverage** is available:
 - During standard business hours
 - During standard business days, Monday through Friday (excluding national holidays)
 - Between 7:30 AM and 4:00 PM CST
- **Technician on-site support** is available:
 - Monday through Friday 7:00 AM to 5:00 PM CST, unless otherwise arranged.
- **After hours, weekend, and holiday service** is available:
 - For planned and emergency requests

Exclusions

Unless specifically identified in the scope of work, pricing does not include the following:

- Millwork
- Network equipment, Power over Ethernet devices, and administration
- Premium time
- Expedited freight

*Electrical equipment and services are available through Parsons Electric. Please contact estimating@pecsolutions.com.

Investment Summary

ArchKey will provide all labor and materials required to complete the project as described in this Scope of Work.

Scope Of Work	Investment
Fire Alarm System	\$174,314.00

Scope of Work Acceptance

The signature below, by an authorized representative of City of Hibbing signifies acceptance of the Scope of Work and authorizes ArchKey to provide the outlined equipment, resources, and services.

ARCHKEY TECHNOLOGIES

Jared Guerrero

Digitally signed by Jared Guerrero
Location: Hibbing, MN
Reason: Memorial Hockey Arena
Date: 2026.04.28 16:42:23-05'00'

Jared Guerrero
Account Manager
218-576-3670
jared.guerrero@archkey.com

Nick Arola
City of Hibbing

Schedule

- ArchKey will determine daily labor requirements to complete the Scope of Work.
- Unless noted otherwise, pricing is based upon a standard work week of Monday through Friday, 7:00 AM to 3:30 PM, excluding any ArchKey' recognized holidays.
- Unless expressly waived by ArchKey, any changes to the project schedule require advanced written notice.
- ArchKey is not responsible for schedule revisions that are due to reasons beyond its control, including, but not limited to, the performance of other trades or the inability to obtain access to work areas. Should such revisions result in delay claims or damages, or any other claimed losses, ArchKey expressly disclaims all liability associated with such claims. Such revisions may also result in changes to the Pricing offered in this Scope of Work and include all charges related to such change, including, but not limited to, expedited delivery expenses, differential, and overtime expenses.
- All schedule changes are subject to available personnel.

Warranty*

- ArchKey shall provide a 90-day warranty from the date of substantial completion against defects in workmanship for the work performed under this Scope of Work.
 - The repair or replacement of a defective component under the terms and conditions of the manufacturers' warranty would not include the cost of labor required to repair or replace the defective component. Warranty work will be scheduled during standard work week hours.
 - In addition to any other limitations or disclaimers herein, the warranties provided in this Agreement do not cover damage, defects, malfunctions, or failure caused by City of Hibbing or by third parties, or by other events outside ArchKey's reasonable control, such as power failure or surges, lightning, fire, flood, and accident.
- *Additional warranty services and post-warranty repair and preventative maintenance agreements are available through ArchKey Systems Support team.*

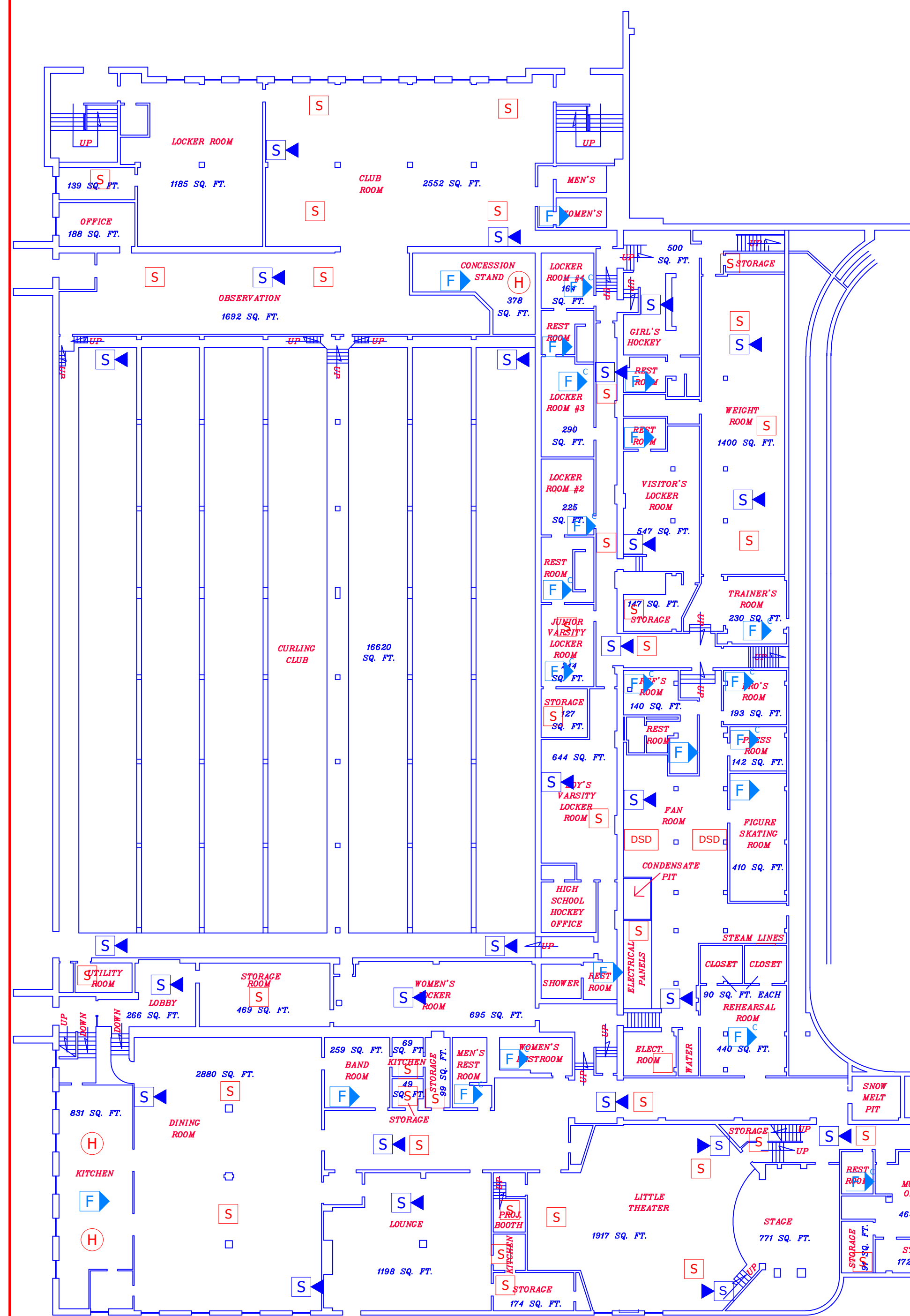
Terms & Conditions

- Information contained herein, whether in part or in whole, is the property of ArchKey and shall remain confidential until such time that a contract between ArchKey and City of Hibbing is fully executed.
- Should City of Hibbing request ArchKey perform any work outside this Scope of Work, the change request shall be made in the form of a written change order from designated client contact. ArchKey shall not be obligated to perform any such additional work until such change order is timely reviewed and approved by ArchKey.
- ArchKey shall not be responsible for system failures or data loss due to lack of maintenance, neglect, network failures, or user inflicted malfunctions.
- All pricing under this Scope of Work remains valid for thirty (30) days.
- Our price includes all known tax, including sales or "other" taxes imposed on the sale of goods or services. Additional "other" taxes, including tariffs in effect, will be added to the price at the time the goods or services are performed. Buyer agrees to reimburse ArchKey for any such tax or provide an acceptable purchasing agent agreement allowing for tax exemption.
- ArchKey Technologies may utilize a third-party vendor ("Vendor") to store and/or send its customer data, including passwords. Acceptance of this Proposal or by ArchKey commencing its work is acceptance to the use of such Vendor and operates to satisfy any notice requirement for the use of such Vendors and waives any agreement between it and its customer, written or oral, that exists now or that may exist in the future that prohibits use of these Vendors. ArchKey disclaims liability for any loss or damage incurred by any entity, individual, or third party because of its use of these Vendors.
- All proposals containing pricing for subscription based services will be billed annually and prices are subject to change. A written notice to support@archkey.com (30) days prior to your renewal date is required should you choose to opt out of your subscription based service.
- **PRICING/SCHEDULE:** This Scope of Work pricing does not include any costs associated with impacts or inefficiencies directly or indirectly resulting from the Coronavirus (COVID-19), epidemics, pandemics, or from current market conditions. Impacts, inefficiencies, and market conditions include, but are not limited to, disruption of material supply, shipping/logistics, labor, vaccination and/or testing requirements, and owner or government mandates. Further, this Scope of Work pricing is based on current commodity pricing and market conditions. Volatility of the commodity markets could significantly impact ArchKey's project costs, as they relate to, but not limited to, steel, copper, PVC, aluminum, lumber and fuel. Disruptions of material supply, shipping/logistics, and labor availability are resulting in unknown and unquantifiable schedule impacts and associated costs. ArchKey is often unable to obtain guaranteed pricing from vendors and suppliers, nor is ArchKey able to secure shipping or delivery dates in some instances. Consequently, ArchKey must reserve the right to adjust our pricing and delivery commitments in this Scope of Work if schedule impacts and costs increases cannot be avoided through proactive procurement planning. Revised or new federal, state or local government mandates or regulations including, but not limited to, tariffs, changes to standard work rules such as expanded employer requirements regarding heat related hazards. When ArchKey reasonably believes there is a lack of qualified trades people on staff or available in the local market, labor costs for, but not limited to, overtime premiums, composite wage rate considerations, incentives, per diems, shuttles, inefficiencies, or for any other consideration required to provide, attract, and retain adequate labor.
- ArchKey agrees to engage in reasonable proactive procurement planning; however, ArchKey shall be allowed to adjust its pricing and delivery commitments/schedule to the extent these **Unquantifiable Impacts** affect its pricing and schedule. Such adjustments will be considered an excused delay and will not cause damages of any kind, including but not limited to liquidated, direct or consequential, to ArchKey Technologies. The Customer signature on this Scope of Work demonstrates Customer's acknowledgement and acceptance that any language, whether issued before or after this Scope of Work, in Customer issued Purchase Order, Master Agreement, or SOWs, or any other communication, written or oral, that contradicts the foregoing terms is considered superseded by the foregoing.

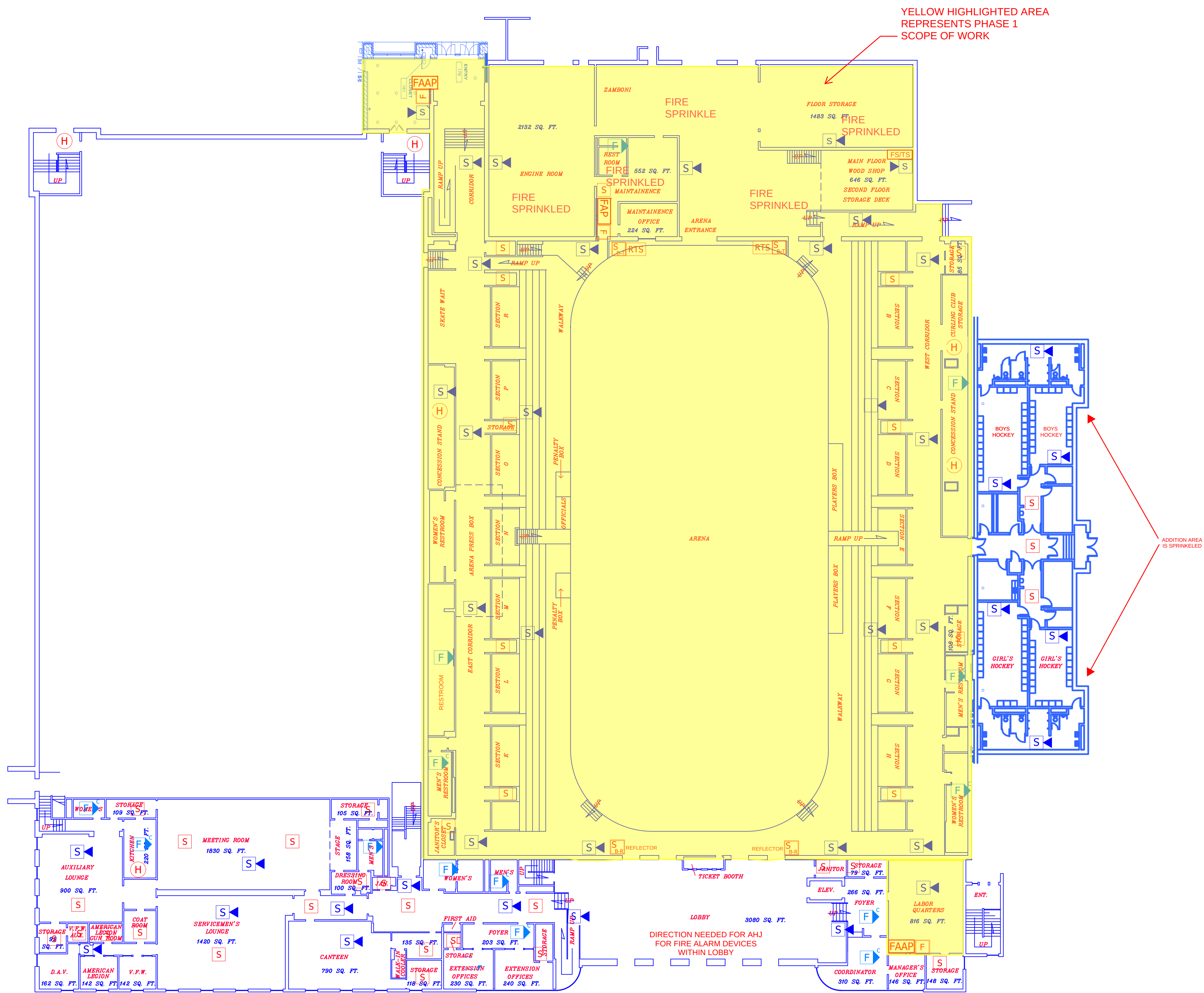
Description	Quantity	Unit
FIRE ALARM STROBE WALL		Count
FIRE ALARM ANNUNICATOR		Count
FIRE ALARM BEAM DETECTOR RECEIVER		Count
FIRE ALARM BEAM DETECTOR TRANSIVER		Count
FIRE ALARM CONTROL PANEL		Count
FIRE ALARM HEAT DETECTOR		Count
FIRE ALARM SPEAKER STROBE		Count
FIRE ALARM MANUAL PULL STATION		Count
FIRE ALARM REMOTE TEST SWITCH		Count
FIRE ALARM SMOKE DETECTOR PHOTO		Count
FIRE ALARM STROBE CEILING		Count

NORTH

100'



HIBBING MEMORIAL ARENA LOWER LEVEL



HIBBING MEMORIAL ARENA UPPER LEVEL



Request for Council Action

City Council Action

Description of Agenda Item

Award the quote from Range Cornice Roofing for roof replacement on a portion of the Hibbing Memorial Building in the amount of \$79,707.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

In an effort to reproof the entire Memorial Building in the next 1–5 years, in the 2026 budget, we have allocated dollars for a portion of the roof to be repaired. We will be roofing the NW corner of the building above the offices and the museum entrance doors. These 2 small roofs have been identified by multiple roofing contractors as a problem area and are priority #1 on the building to start with replacement as they are currently allowing water to infiltrate the building. We received 2 quotes on the project and recommend moving forward with Range Cornice Roofing Company (See attached quotes). We have identified an August 2026 start date for this project.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$79,707 - Memorialb Building Capital Budget 2026

Action Requested

Requesting Council Approval

Attachments

1. Range Cornice Roofing Quote
2. Nelson Roof Quote



RANGE CORNICE & ROOFING COMPANY

ROOFING & ARCHITECTURAL SHEET METAL CONTRACTOR

PHONE: (218) 263-8812

Fax: (218) 263-8185

510 W. 41st Street

Hibbing, MN 55746

TO: City of Hibbing
ATTN: Nick Arola
EMAIL: nickarola@hibbingmn.gov

DATE: May 5, 2026
QUOTE NO.: 26-095
SUBJECT: Hibbing Memorial Building NW Corner Roofs
Approximately 2,302 S.F.

BID PROPOSAL

We propose to furnish all labor, equipment, and material to install a new adhered EPDM roof system as follows:

1. Set up all necessary equipment and material to meet or exceed OSHA standards.
2. Remove existing BUR, down to the existing concrete deck and dispose of, as per state and county codes.
3. Adhere vapor barrier to concrete deck.
4. Install two (2) layers of 3.1" ISO Insulation & adhere to vapor barrier, as per manufacturer's specifications.
5. Install new roof hatch and two (2) new vents on upper level.
6. Remove existing EPDM and rock ballast and dispose of, as per state and county codes on lower section.
7. Add one (1) layer of 1/2" HD ISO and mechanically fasten to metal deck, as per manufacturer's specifications.
8. Install new wood nailer, to accommodate new insulation height, where needed.
9. Install new 60 Mil EPDM membrane and adhere to new insulation, as per manufacturer's specifications.
10. Flash all walls/penetrations watertight, as per manufacturer's specifications.
11. Fabricate and install all new prefinished metal coping and counterflashing, as needed.
(Color to be selected by owner from standard color chart).
12. Clean up roof and grounds to pre-existing conditions or better.
13. Furnish 20 year manufacturer's roof system warranty.

For the sum of:

SEVENTY-NINE THOUSAND SEVEN HUNDRED SEVEN AND NO/100 (\$79,707.00) DOLLARS

Note: New drain price is included for the upper section of roof.

To Acknowledge acceptance of this proposal, please highlight which proposal option you require, sign below and email to Adminassistant@rangecornice.com.

ACKNOWLEDGMENT SIGNATURE



RANGE CORNICE & ROOFING COMPANY

Thomas E. Marty/Estimator

TEM/cmm



EQUAL OPPORTUNITY EMPLOYER

May 11, 2026

City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Attn: Nick Arola

Subject: Reroof Memorial Building above Offices
NRI Quote: 26-5312

Dear Mr. Arola,

We at Nelson Roofing, Inc., are pleased to submit this quotation based on our interpretation of your requirements. We propose to furnish all supervision, labor, materials, tools, equipment and services to reroof the building of approx. 2260 SF as follows.

1. Remove existing metal flashing & dispose of properly
2. Remove existing BUR down to existing concrete deck. Dispose of per state & county regulations.
3. Adhere new vapor barrier to concrete deck.
4. Install a new wood nailer along roof edge to match new insulation height as needed
5. Install new roof hatch and two (2) new roof vents on upper level.
6. Install two (2) layers of 3'' Poly ISO insulation. Adhere to vapor barrier per manufacturer's recommendations.
7. Install one (1) layer of ½'' HD ISO coverboard. Adhere to insulation layer below.
8. Install a 060 mil EPDM fully adhered roofing system per manufacturer's recommendations.
9. Flash and seal all roof penetrations.
10. Install new 24 ga. prefinished metal edge. Color selected by owner.
11. Furnish a manufacturer's 20-year total system warranty.
12. Clean up job site.

TOTAL LUMP SUM PRICE----- \$89,658.00

****PRICE IS SUBJECT TO CHANGE UPON DELIVERY OF MATERIALS DUE TO
MARKET VALUE****

May 11, 2026
Hibbing Memorial Building
Reroof
Page 2

We appreciate the privilege of submitting this proposal and hope for your favorable consideration. If you have any questions or comments, please contact me at (218) 262-3545.

Should this proposal be acceptable, please sign below. We are unable to schedule work until this authorization is received. Thank you.

Signed: _____

Date: _____

Sincerely,



NELSON ROOFING, INC.

John Larrabee
General / Project Manager



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