



HIBBING CITY COUNCIL
Reorganization and Regular Meeting
Wednesday, January 8, 2025
5:00 PM

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

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE

**III. CITY COUNCIL OATH OF OFFICE FOR THE TERM JANUARY 1, 2025-
DECEMBER 31, 2028:**

1. COUNCILOR WARD 3 JENNIFER HOFFMAN SACCOMAN
2. COUNCILOR WARD 4 CHRIS WHITNEY
3. COUNCILOR-AT-LARGE JOHN SCHWEIBERGER

IV. POLICE OFFICER OATH OF OFFICE:

1. OFFICER CODY WAGNER

V. ADDS AND DELETES:

1. ADDS: CONSENT AGENDA #35
DEPARTMENT & COMMITTEE REPORTS #5b
2. DELETE: DEPARTMENT & COMMITTEE REPORTS #2a #2b & #2c

VI. APPROVAL OF THE AGENDA:

VII. REORGANIZATION MEETING:

1. Mayor Hyduke to designate Acting Mayor for 2025 to act in the absence of the Mayor when he is not able to be present to perform his official duties
2. Designate the Mesabi Tribune as the official newspaper for City Business for 2025
3. Designate Depositories for 2025: Park State Bank, US Bank, Wells Fargo Bank, Security State Bank, National Bank of Commerce, 4M Fund, Wells Fargo Advisors,

US Bank Investment Services, Inc., and Wells Fargo Investment Services

4. Approve the respective depositories designated safekeeping entities
5. Designate Andy Borland of Sellman Borland and Simon Law Office as the City of Hibbing's Attorney for 2025
6. Set the Mayor's Contingency Fund for 2025 at \$5,000 as set forth by State Law
7. Appointment of Councilors to City Boards and Committees
 - Safety Committee
 - Insurance Committee
 - Council Representative to The Chisholm Hibbing Airport Authority
 - Council Representatives to HEDA
8. Appoint the Mayor and City Engineer as the City's Weed Inspector and Assistant Weed Inspector for 2025, as set forth by State law
9. City Clerk's Appointment of Sheena Mulner as the Deputy Clerk for 2025
10. Treasurer's Appointment of Erin Schirmer as the Deputy Treasurer for 2025
11. Set bond for the City Administrator, City Clerk/Deputy Administrator, and Treasurer/Finance Director, for 2025 at \$500,000
12. Set the regular meetings of the Hibbing City Council for the 1st and 3rd Wednesdays of each month at 5:00 p.m. in the City Hall Council Chamber, with exceptions due to scheduling conflicts.
13. Set the Workshops of the Hibbing City Council following the Regular City Council Meetings which will be held on the 1st and 3rd Wednesdays of each month in the City Hall Council Chamber, with exceptions due to scheduling conflicts
14. Designate the 2025 appointments to the Northeast Minnesota Emergency Communications Board (ECB) and Northeast Regional Advisory Committee (RAC)
 - Regional Advisory Committee:
 - o Fire Chief Erik Jankila - Primary
 - o Captain/EMS Director Kristi McCormick - Alternate
 - Emergency Communications Board (ECB)
 - o James Bayliss - Primary
 - o Fire Chief Erik Jankila - Alternate
 - Radio Users Committee Appointment
 - o Captain/EMS Director Kristi McCormick- Primary
 - o Commander Jeff Ronchetti - Alternate
 - Owner & Operators Committee
 - o Commander Jeff Ronchetti - Primary
 - o Deputy Chief Tyler Schwerzler - Alternate

VIII. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of December 18, 2024
2. Approve the Minutes of the Hibbing City Council Workshop of December 18, 2024
3. Approve the Minutes of the Special Hibbing City Council Meeting of December 30, 2024

IX. COMMUNITY NEWS: JACKIE PRESCOTT

X. CONSENT AGENDA:

1. Approve Accounts Payable dated December 27, 2024 for checks #179009-179109 in the amount of \$1,911,382.75
2. Approve Accounts Payable dated January 7, 2025 checks #179110-179177 in the amount of \$2,194,898.94
3. Approve City Payroll ending December 27, 2024 in the amount of \$498,372.01
4. Approve 2025 Pay Equity Report and authorize the Mayor to sign the Pay Equity Implementation Form.
5. Authorize the hire of Gregory Litfin for the Full-Time City Services Maintenance pending pre-employment contingencies.
6. Approve the Facility Use Agreement with Iron Range Boxing
7. Approve the updated Accounting Clerk job description.
8. Approve the updated Accountant I job description.
9. Approve the updated Accountant II job description.
10. Approve the Assistant Finance Director job description.
11. Approve the updated Finance Director-Treasurer job description.
12. Approve the creation and posting of one Full-Time Accountant I position.
13. Approve the Memorandum of Understanding (MOU) between the City of Hibbing and the Minnesota Association of Professional Employees.
14. Approve the promotion of Jeffrey Neumann to Police Captain II effective January 11, 2025.
15. Approve the promotion of Jack Maddy to Police Sergeant effective January 15, 2025.
16. Approve the Mayor to sign the letter of support for Commissioner Jugovich for the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

17. Authorize the Mayor to sign the letter of support for the Vershuin Project in Hibbing, Minnesota
18. Authorize the Mayor to sign a Letter of Support for North St. Louis County Habitat for Humanity's RRR Grant Application
19. Approve out of state travel for 2025 Site Selectors Guild Conference for Betsy Olivanti to Orlando, FL.
20. Authorize the Hibbing City Council to attend the Hibbing Area Chamber of Commerce's 120th Annual Dinner on Friday, January 24, 2025 at the Minnesota North College - Hibbing Campus
21. Approve the 2025 2am Liquor License of BTL Inc., DBA Mike's Pub
22. Approve the 2025 Liquor Licenses Renewals (Pending current taxes, utilities, and insurance)
 - o 2025 On-Sale & Sunday
 - o 2025 Off-Sale
 - o 2025 Off-Sale Brew Pub
 - o 2025 Club On-Sale
 - o 2025 Wine On-Sale
 - o 2025 3.2 Beer On- Sale and Off-sale
23. Accept liability coverage limits of \$1,500,000 from LMCIT and elect NOT to WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes 466.04
24. Approve the 2025 Massage Therapy License of Paula Van Baalen, Ohana Therapeutic Massage 208 East Howard Street
25. Approve the 2025 Massage Therapy License of Tawney Welch, Ohana Therapeutic Massage, 208 East Howard Street
26. Approve the 2025 Massage Therapy License of Dena Johnson, Ohana Therapeutic Massage, 208 East Howard Street
27. Approve the Raffle Permit Application of Hibbing Area Chamber of Commerce to hold their raffle at MN North Campus on Friday, January 24, 2025

Raffle Permit # 25-01-01
28. Approve the Raffle Permit Application of the Mesaba Concert Association to hold their bingo on Thursdays February 6, 13, 20 & 27, 2025 at the Hibbing Elks Lodge #1022

Raffle Permit # 25-01-02

29. Approve the Raffle Permit Application Request of the Hibbing Archery Club to hold their raffle on Thursday, April 3, 2025 at the Hibbing Archery Club

Raffle Permit # 25-01-03

30. Approve the Temporary On-Sale Liquor License of Hibbing Youth Hockey to have Palmer's dispense alcohol at Mesabi College North on February 1, 2025
31. Set the Hibbing City Council Working Session for Wednesday, January 15, 2025 at 5:00 p.m. to discuss the Hibbing Public Safety Building
32. Set the next Regular Hibbing City Council Meeting for Wednesday, January 22, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
33. Set the next Hibbing City Council Workshop for Wednesday, January 22, 2025 following the Regular Hibbing City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber
34. Set the next Joint Workshop Meeting with the Hibbing City Council and the Hibbing School Board for Wednesday, February 5, 2025 at 3:45 p.m. in the Hibbing City Hall Council Chamber
35. Authorize the Mayor to sign a letter of support and offer RESOLUTION NO. 25-01-05 IN SUPPORT FOR THE STREETLIGHT REPLACEMENT PROJECT

XI. PUBLIC FORUM:

XII. DEPARTMENT AND COMMITTEE REPORTS:

1. City Clerk-Deputy Administrator Candie Seppala

- a. Offer RESOLUTION NO. 25-01-01 TO REINSTATE THE CITY OF HIBBING'S LOCAL BOARD POWERS

2. Community Development Director Betsy Olivanti

- a. ~~Approve Resolution 25-01-02 Authorizing Internal Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District~~
- b. ~~Request to add funds from undesignated to the land acquisition fund (406).~~
- c. ~~Approve the RESOLUTION NO. 25-01-03 TO AUTHORIZE A TRANSFER OF FUNDS FROM THE LAND ACQUISITION FUND TO HIBBING ECONOMIC DEVELOPMENT AUTHORITY to purchase 2810 Diane Lane, Hibbing MN, 55746 in the amount of \$215,000.~~

3. Finance Director-Treasurer Sheena Mulner

- a. Authorize the Mayor and City Clerk-Deputy Administrator to sign the Facility Lease Agreement with Arrowhead Transit for lease of garage and office space.

4. City Services Director Nick Arola

- a. Approve the construction documents for Carey Lake Campground and the authorization to go out for bids.
- b. **Approve the Community Project Request of Light After Loss Minnesota and Bereaved Mother's Group to create a memorial in Sargent Park.**
- c. Approve the Hibbing Speedway Lease, Revitalization, and Racing Event Agreement

5. City Attorney Andy Borland

- a. Offer RESOLUTION NO. 25-01-04 AUTHORIZING THE HIBBING ANIMAL INTAKE AT 11215 HIGHWAY 37, HIBBING, MINNESOTA 55746
- b. Approve AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY ADDING A SECTION 10.30 ENTITLED "CANNABIS USE WITHIN PUBLIC PLACES" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

6. City Administrator Greg Pruszinske

- a. City Administrator's Report

7. Mayor Pete Hyduke

- a. Update to Closed Session regarding Greg Pruszinske's Evaluation

XIII. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Approve the quote for 427 Schaefer USD95B Refuse Carts (95 gallon) with 12" wheels from MacQueen Equipment in the amount of \$34,044.00

2. Fleet Manager Joe McKenney

- a. Approve the Purchase of Komatsu WA380 -8 Wheel Loader from RMS in the amount of \$306,167.36

XIV. BOARDS & COMMISSIONS:

- 1. Housing and Redevelopment Authority of Hibbing:
 - Appoint Tammy Wahstrad as the resident commissioner for the period of January 1, 2025-December 31, 2028

XV. ADJOURNMENT:

**THE MINUTES OF THE REGULAR MEETING OF THE
HIBBING CITY COUNCIL
Wednesday December 18, 2024**

TIME AND PLACE: A Regular Meeting of the Hibbing City Council was held on Wednesday, December 18, 2024 in the City Hall Council Chamber.

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 5:00 p.m.

ATTENDANCE: Present at roll call Mayor Pete Hyduke, Councilor James Bayliss, Councilor Justin Fosso, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman and Councilor John Schweiberger. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, Deputy Chief of Police Tyler Schwerzler and City Engineer Jesse Story. Councilor Chris Whitney arrived late. Chief of Police Steve Estey was absent.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION:

**CLOSED SESSION: FOR THE PURPOSE OF REAL PROPERTY PARCELS
Parcel 141-0040-02320 (GUST ERICKSON ROAD) PURSUANT TO MN ST
STATUTE SECTION 13D.05 subd.3(c3)**

Councilor Bayliss, supported by Councilor Fosso, moved to go into closed session for the purpose of real property parcel #141-0040-02320 (Gust Erickson Road) pursuant to MN State Statute Section 13D.05 subd. 3(c3).

Motion CARRIED

ADDs/DELETES:

- **DELETE: CONSENT AGENDA #12**

APPROVAL OF THE AGENDA:

Councilor Fosso, supported by Councilor Bayliss, moved to approve the Agenda.

Motion CARRIED

APPROVAL OF MINUTES:

Councilor Schweiberger, supported by Councilor Fosso, moved to approve the minutes of the Regular Hibbing City Council Meeting & Truth in Taxation of December 4, 2024.

Motion CARRIED

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the minutes of the Hibbing City Council Workshop Meeting of December 4, 2024.

Motion CARRIED

CONSENT AGENDA:

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the Consent Agenda #s 1-13.

Motion CARRIED

1. Approve Accounts Payable Check #s 178900-179008 dated December 12, 2024 in the amount of \$1,757,991.35
2. Approve City Payroll ending November 29, 2024 in the amount of \$594,224.49
3. Approve City Comp Buy-Out and Police School Pay for 11/18/23-11/15/2024 in the amount of \$116,923.97
4. Approve the hire of Richard Rogich for the Full-Time Wastewater Treatment Plant Operator position pending pre-employment contingencies
5. Approve the Assignment of Adam Holm to Narcotics Officer effective January 1, 2025
6. Approve the out-of-state travel request for City Services Director to attend the SME Annual Conference in Denver, CO to accept the Partnership Appreciation Award on behalf of the City for the Hull Rust Mine View project
7. Approve the updated Sick Leave Policy effective January 1, 2025
8. Approve the Raffle Permit Application Request of the Hibbing JO Volleyball to hold their raffle on Sunday, February 16, 2025
9. Approve the Raffle Permit Application request of the Hibbing Elks Lodge #1022 to hold their raffle on Saturday, April 26, 2025 at the Hibbing Curling Club, 400 East 23rd Street
10. Approve the 2024 Massage Therapy License of Pamela A. Angen
11. Approve the Raffle Permit Application Request of the Minnesota Forest Zone Trappers Association to hold their raffle on Tuesday, October 15, 2025 at the Hibbing Memorial Building

12. Set the next Reorganization and Regular Hibbing City Council Meeting for Wednesday, January 8, 2025 at 5:00 p.m. in the City Hall Council Chamber
13. Set the next Regular Hibbing City Council Workshop Meeting for Wednesday, January 8, 2025 following the Reorganization and Regular Hibbing City Council Meeting at 5:00 p.m.

PUBLIC FORUM:

Anthony Paleri 2519 6th Ave. East, Hibbing, MN 55746 was present and wished to speak about the Range Regional Animal Shelter.

DEPARTMENT AND COMMITTEE REPORTS:**Offer RESOLUTION 24-12-09 TO APPOINT BUILDING OFFICIAL AND COMMUNITY DEVELOPMENT DIRECTOR TO THE AIRPORT ZONING ORDINANCE REVISION COMMITTEE**

Councilor Bayliss, supported by Councilor Hoffman Saccoman, moved to offer RESOLUTION 24-12-09 TO APPOINT BUILDING OFFICIAL AND COMMUNITY DEVELOPMENT DIRECTOR TO THE AIRPORT ZONING ORDINANCE REVISION COMMITTEE.

Discussion: Mayor Hyduke asked what the time frame is for this Ordinance Revision Committee to take place; Community Development Director Betsy Olivanti stated approximately June 2026.

Motion CARRIED

Approve Surplus Land Sale Policy

Councilor Fosso, supported by Councilor Bayliss, moved to approve Surplus Land Sale Policy.

Discussion: Mayor Hyduke asked at what point will a list of surplus properties be made available; Community Development Director Olivanti stated that it would depend on the frequency that it is requested.

Motion CARRIED

Approve the Parking and Traffic Study RFP

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to approve the Parking and Traffic Study RFP.

Motion CARRIED

Offer RESOLUTION NO. 24-12-10 MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM AN ISSUE OF TAX-EXEMPT BONDS

Councilor Schweiberger, supported by Councilor Fosso, moved to offer RESOLUTION NO. 24-12-10 MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM AN ISSUE OF TAX-EXEMPT BONDS.

Motion CARRIED

Approve the revised Amended Facility Lease Agreement and Compliance Checklist between the City of Hibbing and Arrowhead Transit

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the revised Amended Facility Lease Agreement and Compliance Checklist between the City of Hibbing and Arrowhead Transit.

Motion CARRIED

Approve the ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY ADDING A SECTION 10.30 ENTITLED "CANNABIS USE WITHIN PUBLIC PLACES" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilor Fosso, supported by Councilor Whitney, moved to approve the ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY ADDING A SECTION 10.30 ENTITLED "CANNABIS USE WITHIN PUBLIC PLACES" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Discussion: Councilor Fosso asked about the number of retail allowed within the City, per the Ordinance it appears to be limited to only one; City Attorney Andy Borland stated that is probably true given the City's population. There was discussion between City Councilors and Staff regarding this topic.

Councilor Fosso withdrew his motion. NO ACTION WAS TAKEN

Approve the ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE BY ADDING A CHAPTER 19 ENTITLED "LOCAL SALES AND USE TAX"; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS

Councilor Bayliss, supported by Councilor Schweiberger, moved to approve the ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE BY ADDING A CHAPTER 19 ENTITLED "LOCAL SALES AND USE TAX"; AND BY ADOPTING BY REFERENCE,

HIBBING CITY CODE CHAPTER 1 WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.

Motion CARRIED

Offer RESOLUTION NO. 24-12-11 RESOLUTION OF THE CITY OF HIBBING ACCEPTING THE SPECIAL LEGISLATION FOUND IN LAWS 2023, CHAPTER 64, ARTICLE 10 SECTION 36 AND CERTIFICATE OF APPROVAL

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to offer RESOLUTION NO. 24-12-11 RESOLUTION OF THE CITY OF HIBBING ACCEPTING THE SPECIAL LEGISLATION FOUND IN LAWS 2023, CHAPTER 64, ARTICLE 10 SECTION 36 AND CERTIFICATE OF APPROVAL.

Motion CARRIED

City Administrator's Report

City Administrator Greg Pruszinske gave a presentation and spoke about the City of Hibbing 2024 Annual Report.

City Administrator Pruszinske spoke about the Construction Manager At Risk Agreement - Hibbing Public Safety Building.

Approve the agreement for Construction Manager At Risk Services between Adolfson & Peterson and the City of Hibbing

Councilor Bayliss, supported by Councilor Fosso, moved to approve agreement for Construction Manager At Risk Services between Adolfson & Peterson and the City of Hibbing.

Motion CARRIED

BIDS AND QUOTES:

Approve the Proposal for the Comprehensive Plan - Land Use Chapter Update in the amount not to exceed \$30,000 from HKGi

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to approve the Proposal for the Comprehensive Plan - Land Use Chapter Update in the amount not to exceed \$30,000 from HKGi.

Discussion: Mayor Hyduke asked when this information would be included in the Comprehensive Plan; Community Development Director Olivanti explained that the intent is to start the work in early 2025 and have the work completed within the first 6 months.

Motion CARRIED

Approve the invoice from Electric Pump for the Leetonia Lift Station Pump Rebuild in the amount of \$14,579.58

Councilor Fosso, supported by Councilor Schweiberger, moved to approve the invoice from Electric Pump for the Leetonia Lift Station Pump Rebuild in the amount of \$14,579.58.

Motion CARRIED

Approve the purchase and installation of 6 solar LED flashing stop signs from Earl F Anderson in the amount of \$11,100.00

Councilor Fosso, supported by Councilor Hildenbrand, moved to approve the purchase and installation of 6 solar LED flashing stop signs from Earl F Anderson in the amount of \$11,100.00.

Discussion: Mayor Hoffman Saccoman asked if this purchase would qualify for the Safe Walk To School Grant; City Engineer Jesse Story explained that it would qualify, but due to the grant process they would have to wait until next year to purchase.

Motion CARRIED

Approve the proposal for the Asbestos and Hazardous Materials Survey from IEA in the amount of \$5,282.00

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve the proposal for the Asbestos and Hazardous Materials Survey from IEA in the amount of \$5,282.00.

Discussion: Mayor Hyduke asked what building location this is located at; City Engineer Story stated that this is at the existing County Public Works Facility.

Motion CARRIED

Approve the purchase of (1) 2025 Chevrolet Equinox from North Country GM in the amount of \$32,500 for the Code Enforcement Officer

Councilor Bayliss, supported by Councilor Fosso, moved to approve the purchase of (1) 2025 Chevrolet Equinox from North Country GM in the amount of \$32,500 for the Code Enforcement Officer.

Discussion: Mayor Hyduke asked if this is coming from 2024 funds; Fire Chief Erik Jankila stated yes.

Motion CARRIED

Approve the purchase of a 100 foot tower ladder from General Safety Fire Apparatus/Rosenbauer Minnesota LLC for \$1,983,842.00

Councilor Schweiberger, supported by Councilor Bayliss, moved to approve the purchase of a 100 foot tower ladder from General Safety Fire Apparatus/Rosenbauer Minnesota LLC for \$1,983,842.00.

Discussion: Mayor Hyduke asked if this is a ladder truck and not a bucket truck; Fire Chief Jankila explained that it is a combination – it has a ladder and a bucket both. Councilor Schweiberger asked Fire Chief Jankila to go over the cost increases he’s seen since researching this purchase; Fire Chief Jankila explained the cost of the truck has almost doubled in the last 5-8 years. There was some additional discussion between City Councilors and Staff regarding funding for the truck and length of time the truck will be in service.

Motion CARRIED

Approve the Street Sweeper Lease Agreements

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve the Street Sweeper Lease Agreements.

Discussion: Mayor Hyduke asked what a new Steet Sweeper costs; City Engineer Story stated a little over \$300,000.00.

Motion CARRIED

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:00 p.m. by Councilor Bayliss and supported by Councilor Schweiberger.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

**THE MINUTES OF THE HIBBING CITY COUNCIL WORKSHOP MEETING
Wednesday December 18, 2024**

TIME AND PLACE: A Hibbing City Council Workshop Meeting was held on Wednesday, December 18, 2024 in the City Hall Council Chamber

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 6:15 p.m.

ATTENDANCE Present at roll call Mayor Pete Hyduke, Councilor James Bayliss, Councilor Justin Fosso, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman, Councilor John Schweiberger and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, Deputy Chief of Police Tyler Schwerzler and City Engineer Jesse Story. Chief of Police Steve Estey was absent.

DISCUSSIONS TO INCLUDE:

Racetrack RFQ

DISCUSSION: City Services Director Nick Arola and City Administrator Greg Pruszinske gave an update of the process thus far for Racetrack RFQ. There was an in depth discussion between City Councilors and Staff regarding this topic.

Municipal Golf Course Operations

DISCUSSION: City Services Director Arola stated that they did not receive any responses to their RFP for the Municipal Golf Course Club House Operator Manager. City Services Director Arola explained that they have had numerous internal discussions regarding possible options moving forward. There was some discussion between City Councilors and Staff regarding this topic.

Carey Lake Campground

DISCUSSION: City Services Director Arola gave a current status update of the Carey Lake Campground. There was some discussion between City Councilors and Staff regarding this topic.

Loader Discussion

DISCUSSION: City Engineer Jesse Story explained that they have budgeted to purchase a new loader in 2025 and if they are able to send a Letter of Intent to Purchase before the end of 2024 they will save approximately \$26,000.00.

Finance Department Structure

DISCUSSION: Finance Director - Treasurer Sheena Mulner explained how she would like to slightly change the structure of the Finance Department by updating a Job Title and cleaning up some of the Job Descriptions.

Rate Study Impacts (Joint Meeting Discussion)

DISCUSSION: Finance Director - Treasurer Mulner spoke about the Rate Study, the possibility of having a Joint Meeting with HPU and how rate increases would affect the Rate Payers. There was some discussion between City Councilors and Staff regarding this topic.

Residents' Complaints

DISCUSSION: City Clerk - Deputy Administrator Candie Seppala spoke about two separate Residents' complaints that were brought forward to her regarding charges. There was some discussion between City Councilors and Staff regarding this topic.

Animal Intake

DISCUSSION: City Clerk - Deputy Administrator Seppala gave an in depth update regarding the current status of the Animal Shelter and the potential temporary use of the building as an Animal Intake for the City. There was some discussion between City Councilors and Staff regarding this topic.

Other Additional Issues/Concerns for discussion:

- **HPU Potential Project Partnership**

DISCUSSION: Councilor Bayliss spoke about a HPU Potential Project Partnership. There was a brief discussion between City Councilors and Staff regarding this topic.

- **Heat in Council Chamber**

DISCUSSION: Councilor Schweiberger asked who to talk to about the heat in the Council Chamber.

- **Broadcast Council Workshops**

DISCUSSION: Mayor Hyduke stated that he has had a lot of people ask to have the Council Workshops broadcast on HPAT and he would like to know if the Council is in favor of that. . There was a brief discussion between City Councilors and Staff regarding this topic.

- **Mandated Overtime for Snow Plowing**

DISCUSSION: Councilor Hildenbrand stated that he had a few people contact him asking when it is mandated overtime for snowplowing; City Engineer Story explained that anytime

there is snow on the City Street it is considered public safety; anytime there is a risk to public safety they can mandate overtime.

ADJOURNMENT: Mayor Pete Hyduke adjourned the meeting at 7:48 p.m.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

**THE MINUTES OF THE SPECIAL MEETING OF THE
HIBBING CITY COUNCIL
Monday December 30, 2024**

TIME AND PLACE: A Special Meeting of the Hibbing City Council was held on Monday, December 30, 2024 in the City Hall Council Chamber.

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 5:00 p.m.

ATTENDANCE: Present at roll call Mayor Pete Hyduke, Councilor James Bayliss, Councilor Justin Fosso, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala and City Attorney Andy Borland. Councilor John Schweiberger, Treasurer-Finance Director Sheena Mulner, City Engineer Jesse Story and Chief of Police Steve Estey were absent.

PLEDGE OF ALLEGIANCE:

APPROVAL OF THE AGENDA:

Councilor Fosso, supported by Councilor Bayliss, moved to approve the Agenda.

Motion CARRIED

DEPARTMENT AND COMMITTEE REPORTS:

Offer RESOLUTION NO. 24-12-12 AWARDDING THE OPERATIONS, MANAGEMENT & PROMOTIONS OF THE HIBBING RACETRACK REQUEST FOR QUALIFICATIONS TO XR EVENTS

Discussion: City Services Director Nick Arola gave a brief overview of the process of how to move forward with the Hibbing Racetrack. There was some discussion between City Councilors and Staff regarding the selection process.

Councilor Whitney, supported by Councilor Fosso, moved to offer RESOLUTION NO. 24-12-12 AWARDDING THE OPERATIONS, MANAGEMENT & PROMOTIONS OF THE HIBBING RACETRACK REQUEST FOR QUALIFICATIONS TO XR EVENTS.

Motion CARRIED

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:10 p.m. by Councilor Bayliss and supported by Councilor Hildenbrand.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

PACKET: 03806 Regular Payments 12/27/24
VENDOR SET: 01
BANK : APBNK US BANK
***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'ANITA BUVARP'; I-A BUVARP 12/24-2	' ; 'REFUND'	R	12/27/2024		218.84CR	179009	218.84
1	'LUCINDA LUND'; I-LUCINDA LUND 12/24	' ; 'INS REFD'	R	12/27/2024		84.88CR	179010	84.88
003091	A G O'BRIEN PLUMBING & HEATING CO I-PAY APP#3 11/30/24	PAY APP #3/HBG C HALL BLDG RN	R	12/27/2024		66,560.46CR	179011	66,560.46
000658	AIRGAS USA, LLC I-5512249913 I-5512249916 I-9500881052	ACETYLENE/ARGON/HELIUM/OXYGEN OXYGEN ARGON/OXYGEN	R	12/27/2024 12/27/2024 12/27/2024		582.21CR 43.46CR 2,022.05CR	179012 179012 179012	2,647.72
005533	AMERICAN EAGLE SECURITY SYSTEMS, INC. I-25394 I-25395	SVC/DOOR CONTACT MAGNET SVC CALL	R	12/27/2024 12/27/2024		161.25CR 125.00CR	179013 179013	286.25
000202	ARROWHEAD LIBRARY SYSTEM I-00015241	NOV 2024 OVERDUE NOTICES	R	12/27/2024		77.33CR	179014	77.33
005605	ASCENDANCE TRUCKS CENTRAL, LLC C-XA178001419:01 I-XA178001372:01 I-XA178001403:01 I-XA178001420:01	FUEL MODULE/FILTER/HEAD ASSY FUEL MODULE/FILTER/HD ASSY FUEL FILTER/HEAD ASSY FUEL MODULE/FILTER/HEAD ASSY	R	12/27/2024 12/27/2024 12/27/2024 12/27/2024		398.42 398.42CR 243.08CR 398.42CR	179015 179015 179015 179015	641.50
002481	BALDWIN SUPPLY CO I-3909941	VALVE ECCENTRIC PLUG/FLANGED	R	12/27/2024		4,796.70CR	179016	4,796.70
002495	BOUND TREE MEDICAL I-85580328 I-85580329 I-85580330 I-85582276 I-85582277 I-85587390 I-85595184	NEEDLES/AIRWAY/ELECTRODES NITRO PUMP SPRAY/SOLUTION SET GLOVES I GEL AIRWAY OXYGEN HOSE IV SOLUTION/SODIUM CHLORIDE TRUECLOT BLOOD SIMULATE	R	12/27/2024 12/27/2024 12/27/2024 12/27/2024 12/27/2024 12/27/2024 12/27/2024		1,016.69CR 1,180.62CR 1,519.20CR 176.90CR 157.98CR 114.40CR 209.98CR	179017 179017 179017 179017 179017 179017 179017	4,375.77
000136	BRAUN INTERTEC CORP I-B412529	PROF SVCS 12/6/24 AMGS BLDG	R	12/27/2024		2,235.00CR	179018	2,235.00

12/27/24
Carol Winkler
ck# 179009 - 179109

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000319	BW DISTRIBUTING I-48743	FIVE STAR	R	12/27/2024		195.99CR	179019	195.99
000046	CARQUEST AUTO PARTS							
	I-5077-206007	911 DIESEL ADDITIVE	R	12/27/2024		91.08CR	179020	
	I-5077-206234	LUBE/HYDRAULIC	R	12/27/2024		10.77CR	179020	
	I-5077-206249	FULE SPIN ON	R	12/27/2024		33.33CR	179020	
	I-5077-206273	6G-6FFORX/HOSE	R	12/27/2024		63.06CR	179020	
	I-5077-206278	8G-8FJX/HOSE	R	12/27/2024		93.64CR	179020	
	I-5077-206301	JNC 425 CA PREMIUM	R	12/27/2024		195.99CR	179020	
	I-5077-206318	8G-8FJX/HOSE	R	12/27/2024		211.12CR	179020	
	I-5077-206357	AIR/ELEMENT/LUBE/FUEL SPIN ON	R	12/27/2024		302.54CR	179020	
	I-5077-206402	DIESEL FUEL SUP/ADDITIVE	R	12/27/2024		117.04CR	179020	
	I-5077-206412	21 FLEX	R	12/27/2024		79.16CR	179020	
	I-5077-206463	LUBE/FULE SPIN ON/AIR/ELEMENT	R	12/27/2024		180.66CR	179020	
	I-5077-206468	CAB AIR ELEMENT	R	12/27/2024		24.15CR	179020	1,402.54
001378	CENTER POINT PUBLISHING I-2115415	BOOKS	R	12/27/2024		142.62CR	179021	142.62
003604	CENTURY LINK I-5505 DEC 24 I-6315 DEC 24	ACT 218-263-5505 DEC 24 FINAL ACT 218-263-6315 DEC 24	R R	12/27/2024 12/27/2024		261.69CR 154.51CR	179022 179022	416.20
000431	CHISHOLM-HIBBING AIRPORT I-12/17/24	REMIT COH 2024 PROPERTY TX REV	R	12/27/2024		26,897.07CR	179023	26,897.07
005497	COLE APPRAISAL & CONSULTING, LLC I-20205767	NARR APPR/JEFFERSON SCHOOL	R	12/27/2024		5,000.00CR	179024	5,000.00
002755	COMO OIL & PROPANE I-1515470530	622 PROPANE	R	12/27/2024		1,256.20CR	179025	1,256.20
003494	COMPASS MINERALS I-1409257 I-1411094 I-1411852	BULK HIGHWAY COARSE BULK HIGHWAY COARSE BULK HIGHWAY COARSE	R R R	12/27/2024 12/27/2024 12/27/2024		4,069.98CR 1,985.60CR 1,983.09CR	179026 179026 179026	8,038.67
005211	CTC I-21490290	INTERNET/PHONES 12/12-1/11/25	R	12/27/2024		4,643.23CR	179027	4,643.23
003937	CULLIGAN OF NORTHEAST MN-VIRGINIA I-425X02077903	BOTTLED WATER DELIVERED	R	12/27/2024		64.55CR	179028	64.55

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003187	DEFENSE TECHNOLOGY, LLC I-144938	4 DAY LESS LETHAL/KYLE HORTON	R	12/27/2024		995.00CR	179029	995.00
003728	DYNAMIC GARAGE DOOR & ACCESS SYSTEMS, LLC I-47391	ROLLER/REPLACE SECTIONS	R	12/27/2024		3,055.50CR	179030	3,055.50
000565	EARL F ANDERSEN, INC I-0138368-IN	16X9 HIP/FIRE NUMBER	R	12/27/2024		158.15CR	179031	158.15
005644	EJ EQUIPMENT, INC. I-P00582	LIGHT TOUCH SWI	R	12/27/2024		97.62CR	179032	97.62
2155	EMERGENCY APPARATUS MAINT I-134268	BUTTERFLY VALVE/TENDER 2	R	12/27/2024		3,172.79CR	179033	3,172.79
005532	EMS MANAGEMENT & CONSULTANTS, INC I-EMS-011128	NOV 24 EMS FEE	R	12/27/2024		5,610.65CR	179034	5,610.65
005323	ENFORCEMENT LIGHTING, LLC I-12/10/24	RAC STAND/RUN BDS/CONSOLE/0487	R	12/27/2024		4,948.00CR	179035	4,948.00
000848	EXCEL BUSINESS SYSTEMS I-77838	AD/BH/HP&R/PD DEC 24	R	12/27/2024		675.89CR	179036	675.89
	I-77843	PD CLICKS DEC 24	R	12/27/2024		72.62CR	179036	72.62
	I-77844	ADM/3RD FLR CLKS DEC 24	R	12/27/2024		352.38CR	179036	352.38
	I-77846	BLDG & HSNG CLKS DEC 24	R	12/27/2024		15.24CR	179036	15.24
	I-77847	MEM BLDG CLKS/RENT DEC 24	R	12/27/2024		228.97CR	179036	228.97
	I-77848	LIBR CLICKS/RENT DEC 14	R	12/27/2024		196.44CR	179036	196.44
	I-77849	FD CLICKS/RENT DEC 24	R	12/27/2024		107.12CR	179036	107.12
002347	FASTENAL INDUSTRIAL & CONSTRUCTION SUPPLIES I-MNHIB125732	S/S HCS FHN/NUTS & BOLTS	R	12/27/2024		262.64CR	179037	262.64
002922	FIRE SAFETY USA, INC I-194988	ANN COMPRESSOR SVC	R	12/27/2024		2,131.25CR	179038	2,131.25
003080	FLAHERTY & HOOD, PA I-22265	LABOR/EMPL/CONS/SVCS 11/24	R	12/27/2024		3,423.75CR	179039	3,423.75
000790	FORCE AMERICA I-IN001-2026711	KIT GRANULAR/FEEDBACK/SPREADER	R	12/27/2024		872.91CR	179040	872.91

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004938	FREDERICK, MICHAEL I-12/18/24	BOOK/DAYNE	R	12/27/2024		25.00CR	179041	25.00
002914	GENERAL WASTE I-3107	C&D BY TON/1205 E 13TH ST	R	12/27/2024		5,081.01CR	179042	5,081.01
005386	GOVERNMENT FORMS AND SUPPLIES I-0351320	W2 9999-1 ENVELOPE	R	12/27/2024		28.95CR	179043	28.95
000538	H&L MESABI COMPANY I-43766	DBF LOADER EDGE	R	12/27/2024		448.00CR	179044	448.00
000535	HART ELECTRIC OF NORTHERN MINNESOTA INC. I-PAY APP#2 11/30/24	PAY APP #2/CITY HALL BLDG RENO	R	12/27/2024		9,015.50CR	179045	9,015.50
003976	HIBING HEATING AND AIR CONDITIONING I-8251	REPLACED BAD IGNITOR/FD	R	12/27/2024		193.72CR	179046	193.72
000488	IMPERIALDADE (FRMLY DALCO) I-4313932	FOAM HAND WASH	R	12/27/2024		154.83CR	179047	154.83
	I-4316819	FOAM HAND WASH	R	12/27/2024		258.05CR	179047	258.05
	I-4316827	ROLL TOWELS/FLOOR PAD/WATER	R	12/27/2024		313.87CR	179047	313.87
	I-4318024	SQUEEGEE BLADE/12" POLY BRUSH	R	12/27/2024		370.60CR	179047	370.60
	I-4318040	WYPALL WIPES	R	12/27/2024		84.86CR	179047	84.86
	I-4319742	SIDE SQUEEGE BLADE	R	12/27/2024		113.08CR	179047	113.08
	I-4319746	WYPALL WIPES	R	12/27/2024		55.86CR	179047	55.86
005009	INGRAM LIBRARY SERVICES I-63129198	BOOKS/COVERS/JACKETS	R	12/27/2024		108.06CR	179048	108.06
	I-63130570	BOOKS/COVERS/JACKETS	R	12/27/2024		93.90CR	179048	93.90
	I-67769530	BOOKS/COVERS/JACKETS	R	12/27/2024		137.90CR	179048	137.90
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-CIN126334	FURNITURE TEARDOWN/DISPOSAL	R	12/27/2024		2,615.00CR	179049	2,615.00
	I-IN4694907	PAPER	R	12/27/2024		287.94CR	179049	287.94
	I-IN4700796	NOTEBOOK/PAPER	R	12/27/2024		111.87CR	179049	111.87
	I-IN4715956	BUSINESS CARD HOLDER	R	12/27/2024		25.52CR	179049	25.52
	I-IN4716068	FILE FOLDERS	R	12/27/2024		91.56CR	179049	91.56
	I-IN4716071	PAPER/PENS/BINDER CLIPS	R	12/27/2024		129.36CR	179049	129.36
	I-IN4717294	DESK PAD LOGO	R	12/27/2024		40.49CR	179049	40.49
	I-IN4720940	LENS CLEANING TOWLETTES	R	12/27/2024		104.76CR	179049	104.76

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005607	INSIGHT PUBLIC SECTOR, INC. I-1101227319	20 LAPTOPS/DOCKS/PD	R	12/27/2024		37,000.00CR	179050	37,000.00
001473	IRON RANGE TIRE SERVICE I-35313 I-35321 I-35323 I-35333 I-35334	P225/65R17/GDYR 11R22.5 G GDYR G622 RSD P255/60R18 EAGLE ENFORCER 11R2.5 G GDYR G622 RSD 22.5X8.25 10 HOLE HUB PILOT WH	R	12/27/2024		718.56CR 1,148.42CR 757.20CR 2,868.55CR 1,922.00CR	179051 179051 179051 179051 179051	718.56 1,148.42 757.20 2,868.55 1,922.00
000399	IRON RANGE TOURISM BUREAU I-2024.12.13	ATV MAP AD	R	12/27/2024		100.00CR	179052	100.00
005682	JOE'S GARAGE ON 169 I-23776	CIRCUIT BRKR/ROCKER SWITCH	R	12/27/2024		803.34CR	179053	803.34
002937	JONES & BARTLETT LEARNING LLC I-1030615	NVA CHIEF OFFICER/INCIDENT MGM	R	12/27/2024		179.17CR	179054	179.17
001030	KENNEDY & GRAVEN, CHARTER I-11/30/24	DOWNTOWN REDEV TIF 2024	R	12/27/2024		408.00CR	179055	408.00
001402	KGM CONTRACTORS I-PAYAPP#1 ZIM RD	PAY APP#1 ZIM ROAD BRIDGE	R	12/27/2024		532,143.69CR	179056	532,143.69
005673	KRAUS-ANDERSON CONSTRUCTION COMPANY I-67826	PAY APP #4/AMG CONST & CMR	R	12/27/2024		648,553.83CR	179057	648,553.83
005552	KRONOS SAASHR, INC. I-12333585 I-12333586 I-123335594	UKG READY TIME/ACCR MGR/HR UKG READY COMP/PERFORMANCE UKG RADY OFF CYCLE PAYROLLS	R	12/27/2024		916.96CR 58.56CR 55.00CR	179058 179058 179058	916.96 58.56 55.00
000334	L & M FLEET SUPPLY C-9553854 I-9537350 I-9538117 I-9546213 I-9553119 I-9553836 I-9555825 I-9561223 I-9561230 I-9562096 I-9563159 I-9565682 I-9565935 I-9567648 I-9568152 I-9569233 I-9573160	CR/TRIP SPRING CLAMPWATER/SCRW HEX/ELBOW CLAMPS/WAER/SCRW HEX/ELBOW MARINE ANTI-FREEZE/SNOW PUSHER SHOW PUSHER TRIP SPRINGS/KLEENEX ASSY THROTTLE HSG/IGNITION MOD SPRING WATER DRINKING WATER TOWELS/BEARING BRA/COMPOUND HEATER/DLX MILK HOUSE SOFTSOAP/JUNGLE JAKE SPRING WATER PADLOCK/HASP SAFETY SPRING WATER LIDS & PAILS MOTO MIX FUEL/GO-JO/WATER	R	12/27/2024		15.19 33.07CR 27.52CR 107.30CR 49.39CR 63.62CR 75.98CR 25.90CR 4.26CR 23.71CR 28.49CR 19.92CR 14.80CR 38.93CR 25.90CR 69.69CR 27.51CR	179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059 179059	15.19 33.07 27.52 107.30 49.39 63.62 75.98 25.90 4.26 23.71 28.49 19.92 14.80 38.93 25.90 69.69 27.51

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000893	LAKE COUNTRY POWER							
	I-0900 DEC 24	ACT 2330900 DEC 24	R	12/27/2024		12.00CR	179060	
	I-1000 DEC 24	ACT 2331000 DEC 24	R	12/27/2024		249.00CR	179060	
	I-1900 DEC 24	ACT 4081900 DEC 24	R	12/27/2024		62.00CR	179060	
	I-3600 DEC 24	ACT 8704803600 DEC 24	R	12/27/2024		12.00CR	179060	
	I-5101 DEC 24	ACT 141665101 DEC 24	R	12/27/2024		66.00CR	179060	
	I-5201 DEC 24	ACT 143315201 DEC 24	R	12/27/2024		50.04CR	179060	
	I-7900 DEC 24	ACT 2207900 DEC 24	R	12/27/2024		6,560.00CR	179060	7,011.04
001840	LAKE SUPERIOR COLLEGE							
	I-1265589	FIRE OFFICER I	R	12/27/2024		3,425.00CR	179061	3,425.00
000166	LAWSON PRODUCTS INC							
	I-9312045742	HEX WASH/SCREW/AIR NIPPLE	R	12/27/2024		400.01CR	179062	
	I-9312078394	DH FLOW BOLTS	R	12/27/2024		237.76CR	179062	
	I-9312078395	TIRE VALVE CAP/MINIFUSE HOLDER	R	12/27/2024		596.01CR	179062	1,233.78
003100	LEES RENTALS AND COMMERCIAL DEVELOPMENT							
	I-12/26/24	RELEASE CLM/2307 7TH AV E/LEES	R	12/27/2024		73,250.00CR	179063	73,250.00
005689	LIQUIDSRING, LLC							
	I-0069544-IN	ASY/STRUT	R	12/27/2024		702.36CR	179064	702.36
001058	LMCIT- BERKLEY RISK ATTN:							
	I-9363	LMC GL 000000266682/HBG POL FE	R	12/27/2024		500.00CR	179065	500.00
003109	MARS SUPPLY (AKA W.P. & R.S. MARS)							
	I-30560350	BATTERIES	R	12/27/2024		199.65CR	179066	199.65
002867	MEDIAACOM LLC							
	I-3244 DEC 24	ACT 8384923250093244 DEC 24	R	12/27/2024		309.02CR	179067	309.02
002910	MESABI GLASS, WINDOW & DOOR, INC							
	I-17590	REMOVE & REINSTALL WDO/M RR	R	12/27/2024		1,750.00CR	179068	1,750.00
000339	METRO SALES INC							
	I-INV2659707	IMC4500 FINANCE NOV 24	R	12/27/2024		421.29CR	179069	
	I-INV2659743	IMC2510 ENGINEERS NOV 24	R	12/27/2024		136.67CR	179069	557.96
003847	MICROMARKETING LLC							
	I-968684	UNCD'S	R	12/27/2024		331.79CR	179070	
	I-968905	UNCD	R	12/27/2024		42.45CR	179070	
	I-969325	LPTP	R	12/27/2024		25.60CR	179070	399.84

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000492	MIDWEST TAPE I-506377218 I-506440068	DVD'S DVD'S	R	12/27/2024		176.67CR	179071	262.39
005688	MIKE HENKE INC I-1354	LEADERSHIP TRAINING	R	12/27/2024		400.00CR	179072	400.00
000686	MN CHIEFS OF POLICE ASSOC I-20943	PERMITS TO ACQUIRE HANDGUN	R	12/27/2024		77.00CR	179073	77.00
003366	MN DEPT OF LABOR AND INDUSTRY I-ALR0170351X	2025 ELEVATOR ANN OPS/C HALL	R	12/27/2024		100.00CR	179074	100.00
000342	MN POWER							
	I-0002 NOV 24	ACT 0002028250 NOV 24	R	12/27/2024		260.89CR	179075	
	I-0101 NOV 24	ACT 0101028250 NOV 24	R	12/27/2024		192.27CR	179075	
	I-0510 NOV 24	ACT 0510028250 NOV 24	R	12/27/2024		21.08CR	179075	
	I-0512 NOV 24	ACT 0512018250 NOV 24	R	12/27/2024		174.62CR	179075	
	I-0700 NOV 24	ACT 0700028220 NOV 24	R	12/27/2024		229.50CR	179075	
	I-0910 NOV 24	ACT 0910028220 NOV 24	R	12/27/2024		48.16CR	179075	
	I-2166 NOV 24	ACT 216681000 NOV 24	R	12/27/2024		503.44CR	179075	
	I-2320 NOV 24	ACT 2320120000 NOV 24	R	12/27/2024		992.86CR	179075	
	I-3320 NOV 24	ACT 3320120000 NOV 24	R	12/27/2024		907.83CR	179075	
	I-6320 NOV 24	ACT 6320120000 NOV 24	R	12/27/2024		608.19CR	179075	
	I-8990 NOV 24	ACT 8990900000 NOV 24	R	12/27/2024		246.47CR	179075	
	I-9001 NOV 24	ACT 9001138230 NOV 24	R	12/27/2024		114.27CR	179075	
	I-9015 NOV 24	ACT 9015038240 NOV 24	R	12/27/2024		53.93CR	179075	
	I-9155 NOV 24	ACT 9155600000 NOV 24	R	12/27/2024		42.44CR	179075	4,395.95
000094	MN STATE PATROL, CMV SECTION I-2025 DECALS/M TARN	2025 DECALS/MATT TARNOWSKI	R	12/27/2024		24.00CR	179076	24.00
002710	NAPA SUPPLY OF HIBBING I-491226	OXYGEN SENSOR SOCKET	R	12/27/2024		17.39CR	179077	17.39
000415	NORTH COUNTRY GM (FORMERLY RANGER CHEV.) I-217300	DIAG/CLUNKING/12 CHEVY TAHOE	R	12/27/2024		55.00CR	179078	55.00
002935	O'REILLY AUTO PARTS I-1824-161600	55GLDGREASER	R	12/27/2024		419.99CR	179079	419.99
000748	OVERHEAD DOOR CO HIBBING I-54932	FUSE/REPAIR/FD	R	12/27/2024		260.00CR	179080	260.00

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003828	P & F DEVELOPMENT LLC I-2024-2	TAX ABATEMENT 2/P&F DEV 2024	R	12/27/2024		4,929.31CR	179081	4,929.31
005686	PRECISE MRM LLC I-IN200-2002168	4G UPGRADE/CABLES/ANTENNA	R	12/27/2024		285.27CR	179082	285.27
005685	PRECISION MACHINE & REPAIR SERVICE, INC. I-54121	REPAIR BUCKET ATTACHMENT	R	12/27/2024		500.00CR	179083	500.00
000206	PUBLIC UTILITIES COMM I-11/1/24-11/30/24 I-12/20/24 SA	11/1/24-11/30/24 UTILITIES PMT REMIT SPECIAL ASS'NT MONEY	R	12/27/2024		70,248.65CR 10,831.77CR	179084 179084	81,080.42
000077	RADKO IRON & SUPPLY INC I-21159/1 I-21172/1 I-21231/1 I-21265/1	HOT ROLLED ROUND CYLINDER TIEROD COLD ROLLED PER LB TRUCK WASH BRUSH/HANDLE/BATTER	R	12/27/2024		4.72CR 739.98CR 11.30CR 214.94CR	179085 179085 179085 179085	970.94
005520	RANGE OFFICE SUPPLY & EQUIPMENT CO., INC. I-268790	DESK CALENDAR/REFILL	R	12/27/2024		26.14CR	179086	26.14
002567	RDO EQUIPMENT CO C-P2498149 I-P2980249	CR/GRILLE/ANTENNA KIT/BEZEL OIL FLTR/AIR CLNR & FLTR/ELEME	R	12/27/2024		437.81 763.10CR	179087 179087	325.29
005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D069036 I-D069089 I-D069091 I-D069142 I-D069144 I-D069145 I-D069185 I-D069316 I-D069377	INFLUENT & EFFLUENT 11/20/24 INFLUENT & EFFLUENT 11/21/24 LOW LEVEL MERC 11/21/24 INFLUENT & EFFLUENT 11/25/24 INFLUENT & EFFLUENT 11/25/24 LOW LEVEL MERC 11/25/24 INFLUENT & EFFLUENT 11/26/24 INFLUENT & EFFLUENT 12/10/24 INFLUENT & EFFLUENT 12/4/24	R	12/27/2024		132.51CR 311.20CR 436.39CR 132.51CR 102.41CR 436.39CR 102.41CR 132.51CR 102.41CR	179088 179088 179088 179088 179088 179088 179088 179088 179088	1,888.74
000978	SCHOLASTIC, INC. EDUCATION I-66817759	BOOKS	R	12/27/2024		1,510.50CR	179089	1,510.50
005102	SELLMAN BORLAND SIMON PLLC TRUST ACCT I-12/19/24	PURCHASE 408/410/412 HOWARD ST	R	12/27/2024		175,186.00CR	179090	175,186.00

PACKET: 03806 Regular Payments 12/27/24
 VENDOR SET: 01
 BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004033	SNAP VINYL SIGNS I-1873 I-1874	LARGE DECALS/PW & ENGINEERING DECAL/BATTALION TRUCK	R	12/27/2024		450.00CR	179091	1,650.00
000513	ST LOUIS COUNTY AUDITOR I-00012305	2025 TNT	R	12/27/2024		1,889.86CR	179092	1,889.86
002826	ST LOUIS COUNTY PUBLIC WORKS DEPT I-291719 I-291721 I-291722 I-291723 I-291725	JULY 2024 JOINT USE FACILITY AUGUST 2024 JOINT USE FACILITY SEPT 2024 JOINT USE FACILITY OCT 24 JOINT USE FACILITY NOV 2024 JOINT USE FACILITY	R	12/27/2024		10,591.36CR 15,059.16CR 7,087.58CR 9,923.91CR 6,346.81CR	179093 179093 179093 179093 179093	49,008.82
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING I-291813	NOVEMBER 2024 FUEL	R	12/27/2024		24,150.25CR	179094	24,150.25
000366	STREICHERS, INC I-I1733803	NAME TAG CLOTH	R	12/27/2024		11.99CR	179095	11.99
001683	STRYKER MEDICAL I-9208013441	MTS PWR LOAD/TOP CVR TROLLEY	R	12/27/2024		887.00CR	179096	887.00
000462	SULLIVAN CANDY AND SUPPLY I-703058 I-703169	FOLGERS COFFEE POP/GATORADE/NACHO BOATS	R	12/27/2024		109.50CR 489.36CR	179097 179097	598.86
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00385176 I-00385181	CHIPS/SODA/FRITOS/PRODUCE CUT OUT COOKIES	R	12/27/2024		186.96CR 322.00CR	179098 179098	508.96
005344	TIMOTHY STOLL I-078	INSP & SAMPL/RACEWAY GRANDSTND	R	12/27/2024		500.00CR	179099	500.00
003754	TITAN MACHINERY I-PS0566161-1	CYLINDER ASSY	R	12/27/2024		2,067.61CR	179100	2,067.61
003130	TONER PLANET PACK N SHIP I-376712	UPS GRND/MUNCIE PWR PROD/IN	R	12/27/2024		12.02CR	179101	12.02
005286	TOWMASTER I-473752	CAMERA HEAD/HARNESS EXT	R	12/27/2024		311.60CR	179102	311.60

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000378	TROMCO ELECTRIC INC I-4639 I-4697	ELECTR CONN/EXH SYST/PRES WASH ELECTR SVC/CONTR PANEL/LINDQUI	R	12/27/2024		3,480.00CR	179103	10,470.00
001454	INTERACTIVE COMPUTER DESIGNS, INC (TYLER TECH.) I-025-488465	INCODE ANNUAL SAAS FEES	R	12/27/2024		49,236.00CR	179104	49,236.00
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW I-2083283/NOV 24	PRE-EMPL SCRPN PD NOV 24	R	12/27/2024		596.00CR	179105	596.00
000548	USA BLUE BOOK I-INV00546154	AMT SUBMERSIBLE DEWATERING	R	12/27/2024		854.71CR	179106	854.71
005687	VARITECH INDUSTRIES INC. I-IN060-2001281	POLY FLOWMETER/DEUTSCH CONN	R	12/27/2024		759.50CR	179107	759.50
000382	WA FISHER CO I-115669	WEB MNT HOSTING/TOURIST CTR	R	12/27/2024		45.00CR	179108	45.00
000633	ZIEGLER, INC I-IN001730145 I-IN001731514	PINS/BEARING/NUT/BOLT CAT TDTO/HYDO/ELEM FUEL	R	12/27/2024		413.48CR 855.90CR	179109 179109	1,269.38

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	101	0.00	1,911,382.75	1,911,382.75
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:	101	0.00	1,911,382.75	1,911,382.75

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
FUND			PERIOD			AMOUNT		
101			12/2024			365,155.90CR		
211			12/2024			8,065.12CR		
255			12/2024			5,000.00CR		
400			12/2024			80,973.96CR		
401			12/2024			54,657.30CR		
402			12/2024			477,486.39CR		
415			12/2024			10,831.77CR		
418			12/2024			175,594.00CR		
431			12/2024			538.93CR		
440			12/2024			31,826.38CR		
602			12/2024			28,565.99CR		
603			12/2024			17,595.51CR		
610			12/2024			654,652.90CR		
612			12/2024			438.60CR		
ALL						1,911,382.75CR		

** POSTING PERIOD RECAP **



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

Approve Accounts Payable dated January 7, 2025 checks #179110-179177 in the amount of \$2,194,898.94

Attachments

1. 20250107150532105

PACKET: 03809 Regular Payments 1/7/25
VENDOR SET: 01
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***** CHECK LISTING *****

VENDOR	NAME / I. D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'GAIL RICCI'; I-G RICCI 12/23/24	' ; 'DR RENT REF'	R	1/07/2025		187.91CR	179110	187.91
1	'NASHWAUK TRES'; I-NASHWAUK TRES	' ; 'REFUND'	R	1/07/2025		400.00CR	179111	400.00
005533	AMERICAN EAGLE SECURITY SYSTEMS, INC. I-25437	DOOR CONTR SYST/ADC CLOUD MG	R	1/07/2025		4,965.00CR	179112	4,965.00
001744	BARR ENGINEERING 2 I-23692840.00-9 I-23692863.00-6	AMGS BLDG ELECTRICAL AMGS BLDG CONSTR SUPPT SVCS	R	1/07/2025		6,032.00CR 1,360.00CR	179113 179113	7,392.00
000282	BISMARCK MAP CO. (FORMERLY COMMUNITY GIS) I-3168	NOV 2024 HOST MAPPING APPL	R	1/07/2025		600.00CR	179114	600.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS I-DEC 24/2 20001 I-JAN 25 40001 I-JAN 25 80000	ACT 2833120001 DEC 24/2 ACT 2007540001 JAN 25 ACT 1006210280000 JAN 25	R	1/07/2025		4,011.93CR 5,555.20CR 209.00CR	179115 179115 179115	9,776.13
005177	BOLTON & MENK I-03533333	MINEVIEW PROF SVCS/SEWER	R	1/07/2025		3,842.77CR	179116	3,842.77
005638	BOND TRUST SERVICES CORPORATION I-91670 I-91671 I-91672 I-91673 I-92949 I-92950	GO BONDS 2024A GO BONDS 2018A GO EQUIPT & REFUND BDS 2020A GO TI REFUND BONDS 2020B GO BONDS 2024A GO EQUIPT & REFUND BDS 2020A	R	1/07/2025		338,124.44CR 412,196.25CR 342,280.00CR 55,330.00CR 475.00CR 475.00CR	179117 179117 179117 179117 179117 179117	1,148,880.69
000136	BRAUN INTERTEC CORP I-B413223	ZIM RD BRIDGE THRU 12/13/24	R	1/07/2025		1,040.00CR	179118	1,040.00
003464	BUREAU OF CRIM APPREHENSION/STATE OF MN I-00000823686	CJDN ACCESS FEE 7/1/24-6/30/25	R	1/07/2025		3,000.00CR	179119	3,000.00
003604	CENTURY LINK I-1340 DEC 24 I-3350 DEC 24	ACT 218-263-1340 DEC 24 ACT 218-263-3350 DEC 24	R	1/07/2025		131.99CR 191.46CR	179120 179120	323.45

1/7/25
Carol Wawel
ck# → 179110 -- 179177

PACKET: 03809 Regular Payments 1/7/25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003369	CGMC I-10536	2025 CGMC MBRSHIP DUES	R	1/07/2025		17,864.00CR	179121	17,864.00
001433	CITY OF HIBBING I-JAN 25 RT/VEBA/AG	JAN 2025 INS/RT VEBA/VEBA/AG	R	1/07/2025		344,491.71CR	179122	344,491.71
003494	COMPASS MINERALS I-1415616 I-1416547	BULK HIGHWAY COARSE BULK HIGHWAY COARSE	R R	1/07/2025 1/07/2025		2,435.96CR 2,338.86CR	179123 179123	4,774.82
005076	COMPUDYNE, INC. (LEASE) I-38129480 I-38129481 I-38140608 I-38159779	JAN 25 ZBOOKMOBILE/FD JAN 25 CONS ACCT JAN 25 TBOOKS AMB JAN 25 PROD400 G7 LEASE/LIBR	R R R R	1/07/2025 1/07/2025 1/07/2025 1/07/2025		249.95CR 2,089.67CR 725.59CR 1,108.80CR	179124 179124 179124 179124	4,174.01
000045	COMPUDYNE LLC DBA INTEGRIS LLC I-578304 I-578306 I-581896 I-588130	DEC 24 SPAM/BACKUP/SVR/SWITCH DEC 2024 FD FIREWALL NOV 24 MICROSOFT 365 DEC 24 MICROSOFT 365	R R R R	1/07/2025 1/07/2025 1/07/2025 1/07/2025		9,987.04CR 131.25CR 2,789.20CR 2,789.20CR	179125 179125 179125 179125	15,696.69
005691	COVER ONE, INC. I-25884	BOOK REPAIR/DOC BINDING MACHIN	R	1/07/2025		1,435.00CR	179126	1,435.00
005630	DAVEY RESOURCE GROUP, INC I-9000088078	TREE INV/PROF SVCS 12/14/24	R	1/07/2025		24,500.00CR	179127	24,500.00
005579	DULUTH AREA CHAMBER OF COMMERCE I-230691	2025 PARTNR SPONS/CAPITOL DAYS	R	1/07/2025		4,000.00CR	179128	4,000.00
000233	ELECTRIC PUMP INC I-028077	LEETONIA LS PUMP REBUILD	R	1/07/2025		14,579.58CR	179129	14,579.58
005633	FUSIONTECH LLC I-HIBBING DEC 24 I-HIBBING NOV 24	TECH SUPPT/PROJ IMPL/COMP DEPL TECH SUPPT/PROJ IMPL/PLAN/CONS	R R	1/07/2025 1/07/2025		9,637.50CR 5,756.87CR	179130 179130	15,394.37
000309	HAWKINS INC I-6946958	ALUM SULF LIQUID	R	1/07/2025		7,519.34CR	179131	7,519.34
000933	HIBBING AREA CHAMBER OF COMMER I-51507	2025 120TH ANNUAL DINNER	R	1/07/2025		1,500.00CR	179132	1,500.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000922	HIBING PUBLIC ACCESS TELEVISION							
	I-1ST 1/2 JAN 25	1ST 1/2 JANUARY 2025 SVC FEE	R	1/07/2025		3,185.00CR	179133	
	I-2ND 1/2 JAN 25	2ND 1/2 JANUARY 2025 SVC FEE	R	1/07/2025		3,185.00CR	179133	6,370.00
005607	INSIGHT PUBLIC SECTOR, INC.							
	I-1101229699	THINKVIS/OMNIA PRINTRS/HP NOTEB	R	1/07/2025		6,175.20CR	179134	6,175.20
005525	IRON MINING ASSOCIATION OF MINNESOTA							
	I-AMCH2025	2025 ASSOC MBR/BETSY OLIVANTI	R	1/07/2025		500.00CR	179135	500.00
005643	IRON RANGE ELECTRIC LLC							
	I-149	DISC SWITCHES/FANS/PUMP/GDNG	R	1/07/2025		725.00CR	179136	
	I-57B	FINAL PMT/WWTP CHLOR BLDG RENO	R	1/07/2025		4,285.50CR	179136	5,010.50
005556	IRON RANGE RESTAURANTS, LLC							
	I-01/03/25	HEDA LOAN DRAW #6	R	1/07/2025		10,000.00CR	179137	10,000.00
000175	JUNCTION CAR WASH							
	I-1228	PD CAR WASHES Q3&Q4 2024	R	1/07/2025		864.00CR	179138	864.00
004117	LEFTY'S TENT AND PARTY RENTAL							
	I-12/30/24	OCTODOME XL BOUNCE/MB	R	1/07/2025		558.72CR	179139	558.72
002687	LHB INC							
	I-210425.00-29	RAINEY RD BRIDGE THRU 11/22/24	R	1/07/2025		156.25CR	179140	
	I-230052.00-10	23-24 BRIDGE INSPECTIONS	R	1/07/2025		871.00CR	179140	
	I-230741.00-12	ZIM RD BRIDGE THRU 11/22/24	R	1/07/2025		10,365.30CR	179140	11,392.55
005132	LIBDATA							
	I-6384	YEARLY FEE SELF HOSTED SUPPT	R	1/07/2025		500.00CR	179141	500.00
003938	LIBERTY PROCESS EQUIPMENT, INC							
	I-0105584-IN	GEAR JOINTS/SHELL/RET RING	R	1/07/2025		1,513.91CR	179142	
	I-0105704-IN	SPLIT COUPLING	R	1/07/2025		1,038.01CR	179142	
	I-0105744-IN	BEARING SPACER/PLUG/LOCK NUT	R	1/07/2025		209.21CR	179142	2,761.13
000095	LMCIT c/o BERKLEY RISK ADMINISTRATORS CO							
	I-23738	CLM#00503125	R	1/07/2025		226.70CR	179143	
	I-23745	CLM#00505986	R	1/07/2025		136.51CR	179143	
	I-23773	CLM#00509312	R	1/07/2025		137.22CR	179143	
	I-23796	CLM#00510369	R	1/07/2025		1,000.00CR	179143	
	I-23803	CLM#00510559	R	1/07/2025		137.22CR	179143	
	I-23811	CLM#00510920	R	1/07/2025		133.94CR	179143	
	I-23843	CLM#00511950	R	1/07/2025		1,000.00CR	179143	2,771.59

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003521	MEDICAREBLUJ RX I-JAN 2025	JAN 2025 BILLING	R	1/07/2025		30,682.70CR	179144	30,682.70
000339	METRO SALES INC I-INV2680093	IMC2510 ENGINEERS DEC 24	R	1/07/2025		134.35CR	179145	134.35
003847	MICROMARKETING LLC I-969814 I-970103 I-970813 I-970830 I-970967	LPTP UNCD LPTP LPTP LPTP	R	1/07/2025		27.20CR 29.75CR 27.20CR 32.00CR 22.39CR	179146 179146 179146 179146 179146	138.54
005012	MID STATE EMERGENCY VEHICLE I-HPDH7/2	DECOMM H-19/2018 DURANGO SQUAD	R	1/07/2025		250.00CR	179147	250.00
000492	MIDWEST TAPE I-506469720	DVD	R	1/07/2025		25.49CR	179148	25.49
000686	MN CHIEFS OF POLICE ASSOC I-20355	2025 VOTING MBRSHIP/OFFICERS	R	1/07/2025		500.00CR	179149	500.00
000267	MN LIFE INSURANCE COMPANY I-DEC 24	DEC 2024 LIFE INSURANCE	R	1/07/2025		1,952.30CR	179150	1,952.30
000342	MN POWER I-0002 DEC 24 I-0101 DEC 24 I-0510 DEC 24 I-0512 DEC 24 I-0700 DEC 24 I-0910 DEC 24 I-2166 DEC 24 I-2320 DEC 24 I-3320 DEC 24 I-6320 DEC 24 I-8990 DEC 24 I-9001 DEC 24 I-9015 DEC 24 I-9155 DEC 24	ACT 0002028250 DEC 24 ACT 0101028250 DEC 24 ACT 0510028250 DEC 24 ACT 0512018250 DEC 24 ACT 0700028220 DEC 24 ACT 0910028220 DEC 24 ACT 2166810000 DEC 24 ACT 2320120000 DEC 24 ACT 3320120000 DEC 24 ACT 6320120000 DEC 24 ACT 8990900000 DEC 24 ACT 9001138230 DEC 24 ACT 9015038240 DEC 24 ACT 9155600000 DEC 24	R R R R R R R R R R R R R R R	1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025 1/07/2025		69.05CR 216.88CR 21.08CR 230.67CR 265.84CR 59.38CR 587.69CR 1,005.62CR 920.37CR 616.77CR 293.63CR 60.06CR 59.66CR 42.44CR	179151 179151 179151 179151 179151 179151 179151 179151 179151 179151 179151 179151 179151 179151	1,952.30
002203	MN STATE FIRE DEPT ASSOCIATION I-2025 DUES	2025 MBRSHIP DUES/FD/MSFDA	R	1/07/2025		450.00CR	179152	450.00

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003072	MNIAAI							
	I-2025 MBRSHIP	2025 MBRSHIP RENEW/E JANKILA	R	1/07/2025		50.00CR	179153	
	I-2025 MBRSHIP2	2025 MBRSHIP RENEW/S NICKILA	R	1/07/2025		50.00CR	179153	100.00
001483	MOTOROLA							
	I-8282040629	APX6500 ENHANCED MHZ MOBILE	R	1/07/2025		6,433.20CR	179154	6,433.20
000570	MTI DISTRIBUTING							
	I-1413434-00	2024 TORO GRNDMSTR 4000D MOWER	R	1/07/2025		76,072.00CR	179155	76,072.00
000415	NORTH COUNTRY GM (FORMERLY RANGER CHEV.)							
	I-2117571	ENG DIAGNOSTICS/16 CHEVY EXPR	R	1/07/2025		165.00CR	179156	165.00
000460	NORTHERN MN DENTAL INC							
	I-JAN 2025	JAN 2025 DENTAL PREMIUMS	R	1/07/2025		16,064.50CR	179157	16,064.50
000748	OVERHEAD DOOR CO HIBBING							
	I-54828	SERVICE & PM/CABLE/SLEEVES/TIP	R	1/07/2025		1,261.50CR	179158	1,261.50
005505	PARK STATE BANK							
	I-12/20/24	GO BONDS 2022A	R	1/07/2025		55,937.50CR	179159	55,937.50
001235	POWERPLAN OIB (FORMERLY NORTRAX)							
	I-2454705	CHECK FUEL CODES/2015 JD 644K	R	1/07/2025		2,779.05CR	179160	
	I-2457713	LATCH	R	1/07/2025		319.09CR	179160	3,098.14
000559	QUILL CORPORATION							
	I-41818252	MP MARBLE/ZEBRA REFILL/BATTER	R	1/07/2025		61.94CR	179161	
	I-41818790	ENV/REDI SEAL/PM WBROS BOLD	R	1/07/2025		42.58CR	179161	
	I-42071599	HALLS DROPS/FOLDERS/TONER	R	1/07/2025		236.67CR	179161	341.19
003088	RANGE REGIONAL AIRPORT AUTHORITY							
	I-9068	JAN 2025 ANIM SHELT GRND LEASE	R	1/07/2025		400.00CR	179162	400.00
003523	RANGE REGIONAL ANIMAL RESCUE							
	I-JAN 2025	JAN 25 ANIM SHELT SVCS	R	1/07/2025		4,500.00CR	179163	4,500.00
002238	RGGS LAND & MINERALS, LTD., LP							
	I-2025 LEASE	2025 LEASE AGREEMENT	R	1/07/2025		400.00CR	179164	400.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D069439	INFLUENT & EFFLUENT 12/5/24	R	1/07/2025		102.41CR	179165	
	I-D069542	INFLUENT & EFFLUENT 12/10/24	R	1/07/2025		102.41CR	179165	
	I-D069579	INFLUENT & EFFLUENT 12/11/24	R	1/07/2025		132.51CR	179165	
	I-D069602	INFLUENT & EFFLUENT 12/12/24	R	1/07/2025		102.41CR	179165	
	I-D069711	INFLUENT & EFFLUENT 12/17/24	R	1/07/2025		132.51CR	179165	
	I-D069786	INFLUENT & EFFLUENT 12/18/24	R	1/07/2025		102.41CR	179165	674.66

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

VENDOR	NAME / I. D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004979	SELLMAN BORLAND & SIMON PLLC	DECEMBER 2024 COSTS	R	1/07/2025		370.00CR	179166	
	I-DEC 2024 COSTS	DECEMBER 2024 LEGAL SVCS	R	1/07/2025		7,940.00CR	179166	
	I-DEC 2024 LEGAL	QTR 1 2025 PROSECUTION SVCS	R	1/07/2025		25,000.00CR	179166	33,310.00
004131	SHRED-N-GO, INC.	SHRED SVCS THRU 12/15/24	R	1/07/2025		143.94CR	179167	
	I-176334	SHRED SVCS THRU 12/15/24/LIBR	R	1/07/2025		83.93CR	179167	227.87
000514	ST LOUIS COUNTY AUDITOR	DISK PROGRAM/ELECT JUDGE TRN	R	1/07/2025		1,006.50CR	179168	
	I-00000538	NOV 2024 OBLIGATIONS	R	1/07/2025		6,239.25CR	179168	7,245.75
005504	STREETAR CONSULTING, LLC	DOWNTOWN REDEV/HILL PH2 & 3	R	1/07/2025		2,079.52CR	179169	
	I-2024-55	DOWNTOWN REDEV/HILL PH2 & 3	R	1/07/2025		1,826.60CR	179169	3,906.12
000722	SUPER ONE FOODS - RETAIL ACCOUNTING	FOAM BOWLS	R	1/07/2025		16.50CR	179170	
	I-00285768	CHIPS/FRUIT/HUMMUS/WATER	R	1/07/2025		80.08CR	179170	96.58
005220	ULINE, INC.	NEWSPAPER BAGS/ORANGE	R	1/07/2025		82.06CR	179171	
	I-187166830							82.06
005651	UNITED TACTICAL SYSTEMS, LLC	HPA TANK/LIVE-X RND/PAVA	R	1/07/2025		1,430.00CR	179172	
	I-0094851-IN							1,430.00
003380	US BANK BUSINESS EQUIP FINANCING	3600DR ENG PLOTTER JAN 25	R	1/07/2025		282.00CR	179173	
	I-546258591							282.00
005620	VERTOSOFT LLC	REIMB TRAVEL & EXPENSES	R	1/07/2025		734.25	179174	
	C-CM-INV6941	REIMB TRAVEL & EXPENSES	R	1/07/2025		995.49CR	179174	261.24
005690	JENNIFER WALTERS	BOOKS	R	1/07/2025		164.89CR	179175	
	I-3912							164.89
005615	WIDSETH SMITH NOLTING & ASSOC., INC.	PROF SVCS 12/13/24 AMGS BLDG	R	1/07/2025		9,074.24CR	179176	
	I-235568	PROF SVCS 12/13/24 C HALL WDOS	R	1/07/2025		5,737.50CR	179176	14,811.74
003227	WITMER PUBLIC SAFETY GROUP, INC	ELITE STRUCTURAL BOOT	R	1/07/2025		472.00CR	179177	
	I-INV578083	GLAS MASTER REPL BLADE	R	1/07/2025		141.61CR	179177	
	I-INV580595	TURNOUT GEAR CLEANER	R	1/07/2025		177.99CR	179177	
	I-INV585381	GLAS MASTER REPL BLADE	R	1/07/2025		55.98CR	179177	847.58
	I-INV586555							

PACKET: 03809 Regular Payments 1/7/25
VENDOR SET: 01
BANK : APBNK US BANK

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

VENDOR	NAME / I. D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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PACKET: 03809 Regular Payments 1/7/25
 VENDOR SET: 01
 BANK : APBNK US BANK

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
004972	CATERPILLAR FINANCIAL SERVICES CORPORATION I-36324299	DEC 24 PMT/7 GRADERS	D	1/07/2025		26,021.74CR	001436	26,021.74
005476	WEX HEALTH INC. I-1/1/25 VEEA	1/1/25 VEEA CONTRIBUTIONS	D	1/07/2025		218,940.00CR	001437	218,940.00

NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
68	0.00	1,949,937.20	1,949,937.20
0	0.00	0.00	0.00
0	0.00	0.00	0.00
2	0.00	244,961.74	244,961.74
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
70	0.00	2,194,898.94	2,194,898.94

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

REGISTER TOTALS:

PACKET: 03809 Regular Payments 1/7/25
VENDOR SET: 01
BANK : APBNK US BANK

*** DRAFT/OTHER LISTING ***

ERROR LISTING

CHECK # VENDOR NAME PAGE ERROR MESSAGE NOTES

179133 01-000922 HIBBING PUBLIC ACCESS TELEVI 3 CHECK DATE < PAY DATE TRAN NO#: I-2ND 1/2 JAN

TOTAL ERRORS: 0 TOTAL WARNINGS: 1

PACKET: 03809 Regular Payments 1/7/25
VENDOR SET: 01
BANK : APBNK US BANK

*** 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	1/2025	698,498.14CR						
211	1/2025	28,955.39CR						
250	1/2025	10,000.00CR						
255	1/2025	4,414.40CR						
308	1/2025	128,800.00CR						
311	1/2025	80,224.92CR						
312	1/2025	55,937.50CR						
313	1/2025	264,331.05CR						
392	1/2025	55,330.00CR						
396	1/2025	207,815.00CR						
400	1/2025	110,152.27CR						
402	1/2025	156.25CR						
405	1/2025	3,793.24CR						
418	1/2025	112.88CR						
602	1/2025	482,089.43CR						
603	1/2025	47,822.23CR						
610	1/2025	16,466.24CR						
ALL		2,194,898.94CR	-----					

Payroll Overview

Payroll	Biweekly Regular 01/03/2025
Pay Date	01/03/2025
# Employees	167
# Paid Employees	167
# Regular	167
# Pay Periods	1
Base Compensation Changes	7
New Hires	1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	230	167	267,746.29 ^D
Total			267,746.29
(D) POD6 UKG Payroll Services Admin Debit			-267,746.29
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	136	33,873.96 ^D
FICA/ER	41-6005232	110	12,923.17 ^D
FICA/EE	41-6005232	110	12,923.17 ^D
MEDI/ER	41-6005232	167	5,641.93 ^D
MEDI/EE	41-6005232	167	5,641.93 ^D
SIT:MN/EE	8022766	141	16,441.00 ^D
Total			87,445.16
(D) POD6 UKG Payroll Services Admin Debit			-87,445.16
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFSCME MN COUNCIL 65	1	4.20
City of Hibbing Insurance	131	142,308.68 ^D
EMPOWER	67	11,033.59
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	16	3,655.84
MN CHILD SUPPORT PAYMENT CE	2	731.88 ^D
MN PERA	139	88,203.38
NATIONWIDE	13	1,865.00
NCBERS GROUP LIFE INS C/O ME	4	64.00 ^C
PREMIUM PROCESSING	1	24.96
RCB COLLECTIONS range credit b	1	456.15 ^C
U.S. Department of the Treasury	1	235.58 ^C
Total		248,723.26
(D) POD6 UKG Payroll Services Admin Debit		-143,180.56
(C) Vendor Checks		-755.73
Your Remaining Vendor Liability		104,786.97

Total

Total	603,914.71
POD6 UKG Payroll Services Admin Debit	-498,372.01
Total of Your Responsibility	105,542.70

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	01/02/2025	x0087	143,180.56
Tax Payment	01/02/2025	x0087	87,445.16
Empl. Dir. Dep. SPA	01/02/2025	x0087	267,746.29
Total Debits			498,372.01

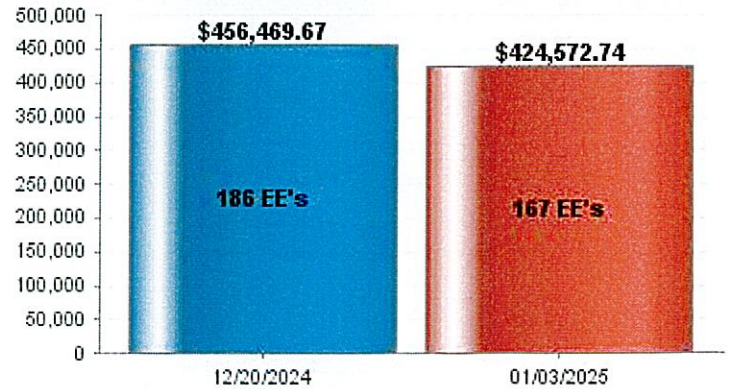
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	143,180.56
Vendor Checks	755.73
Tax Payment	87,445.16
Empl. Dir. Dep. SPA	267,746.29
Total	499,127.74

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	426,278.81	1,706.07
ER Deduction	160,776.87	
ER Tax (Offset)	18,565.10	
ER Tax		18,565.10
Tax		68,880.06
Deduction		87,946.39
ER Deduction (Offset)		160,776.87
Direct Deposit		267,746.29
Total	605,620.78	605,620.78

Comparison To Last Pay Period - Gross Wages



PR# 1-25
12/14/24-12/27/24
PAID 01/03/2025



Request for Council Action

City Council Action

Approval of the 2025 Pay Equity Report and authorization for the Mayor to sign the Pay Equity Implementation Form.

Description of Agenda Item

Pay Equity Report

Strategic Initiative

Owner of Agenda Item

Angela Kleffman, HR Director, 218.295.2275, angelakleffman@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 require local government jurisdictions to submit a pay equity report to the State of Minnesota every three years. The pay equity law requires all public jurisdictions, such as cities, to eliminate any gender-based wage inequities. The City of Hibbing is required to submit this report electronically by January 31, 2025, to Minnesota Management & Budget (MMB).

The City of Hibbing adopted its Base Pay Structure in 2022 and completed implementation in 2023. This job evaluation system was substantially modified from the last reporting year in 2022. A preliminary report was submitted to the Minnesota Pay Equity Management System and is [determined to be in compliance](#). The MMB makes all final compliance determinations after the final submission of the report. Prior to submitting the final report, approval from the governing body and signature of the chief elected official is required.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

N/A

Action Requested

I am seeking approval of the 2025 Pay Equity Report and authorization of the Mayor to sign the Pay Equity Implementation Form.

Attachments

1. 2025 Pay Equity Compliance Report

Compliance Report

Jurisdiction: Hibbing
 401 East 21st Street

 Hibbing, MN 55746

Report Year: 2025
 Case: 1 - 2024 DATA (Private (Jur Only))

Contact: Angela Kleffman Phone: (218) 362-5932 E-Mail: angelakleffman@hibbingmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results. For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	39	22	6	67
# Employees	90	29	23	142
Avg. Max Monthly Pay per employee	6529.06	6715.24		6620.51

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 84.61539 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	15	6
b. # Below Predicted Pay	24	16
c. TOTAL	39	22
d. % Below Predicted Pay (b divided by c = d)	61.54	72.73

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 117	Value of T = 2.787
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- a. Avg. diff. in pay from predicted pay for male jobs = 1
- b. Avg. diff. in pay from predicted pay for female jobs = -60

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 7.00
- B. Avg. # of years to max salary for female jobs = 7.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 0.00 *
 - B. % of female classes receiving ESP = 0.00
- *(If 20% or less, test result will be 0.00)



Request for Council Action

City Council Action

Authorize the hire of Gregory Litfin for the Full-Time City Services Maintenance pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Gregory Litfin for the Full-Time City Services Maintenance pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Randy Pavich.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Gregory Litfin for the Full-Time City Services Maintenance pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Approve the one year facility use agreement with Iron Range Boxing. Multiple meetings have taken place with the City Services Director and AJ Grove the Director of Iron Range Boxing to implement a one year facility agreement. The agreement will be for the use of the downstairs "boxing room" at the Memorial Building for them to practice, train, and implement their boxing program. Iron Range Boxing is in good standing as a 501c3 organization and is sanctioned under USA Boxing. This agreement will be looked at on an annual basis as registration for the program has varied from year to year.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Approve the one year facility use agreement with Iron Range Boxing. City Services Director and AJ Grove the Director of Iron Range Boxing, have meet to discuss facility use and have come to a consensus and the framework to implement a new one year facility agreement. The City and Iron Range Boxing have never had a formal written agreement in the past. The agreement will be for the use of the downstairs "boxing room" at the Memorial Building for them to use as a location for boxing practice, train, and implement their boxing programs. Iron Range Boxing is in good standing as a 501c3 organization and is sanctioned under USA Boxing. This agreement will be looked at on an annual basis as registration for the program has varied from year to year.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$1,800 annual payment for use of the facility

Action Requested

Requesting council approval

Attachments

- 1. DOC010225

FACILITY USE AGREEMENT
IRON RANGE BOXING

THIS FACILITY USE AGREEMENT, made and entered into in the City of Hibbing, State of Minnesota, this 30 day of December, 2024, by and between the City of Hibbing, a Minnesota municipal corporation, whose mailing address is 401 E 21st Street, Hibbing, MN 55746, hereinafter called the “**City of Hibbing**”, and the Iron Range Boxing, whose mailing address is 1102 3 Howard St, Hibbing, MN 55746, hereinafter called “**Sports Association**”.

WITNESSETH: That City of Hibbing for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Sports Association, hereby allows Sports Association use of the highlighted area on Exhibit A, identified within the Hibbing Memorial Building, which is located at 400 East 23rd St, Hibbing, MN, (hereinafter called the **Premise**), under the following terms:

1. **BASIC PAYMENT.** The annual basic payment shall be:

<u>Memorial Building Boxing Area</u>	<u>2025</u>
Facility Rental Fee	\$1,800

Invoicing for Basic Payment will be sent out within 30-days of January 1, 2025. Sports Association has indicated they intend to pay the full amount in one lump sum payment. Payment of invoices will be net-30 days from invoicing date. Late fees will incur a \$100 per week late charge after the 30 days past due.

2. **TERM.** The term for Sports Association to use the Premise shall be a one (1) year period commencing on January 1, 2025 and expiring on December 31, 2025. This agreement must be renewed and/or renegotiated within 30 days of the end of the term, otherwise the agreement with be null and void.
3. **USE OF PREMISE.** Sports Association shall use the Premise solely for youth boxing programming purposes (practices and training only).
 - a. All Sports Association usage is restricted to the Premise unless approved in writing by City of Hibbing representative in advance.
 - b. Any outside food and merchandise sales vendors may not setup in any City of Hibbing property without the prior written approval of the City of Hibbing.
 - c. Sports Association acknowledges that City of Hibbing may use the Premise when Sports Association is not scheduled to use the Premise. Sports Association acknowledges they do not have exclusive use or control of the Premise.
 - d. No alterations to any part of the Premise without prior written approval from the City of Hibbing.
 - e. Any boxing matches put on by Sports Association shall be negotiated at a separate rate and terms from this agreement.

4. **SIGNAGE AND ADVERTISING.** No sign shall be erected on the Premise by Sports Association without the prior written consent of the City of Hibbing. Provided City of Hibbing's consent for such signage is given, at Sports Association's sole cost, Sports Association shall erect such sign. Upon vacating the Premise, Sports Association agrees to remove all signs and repair all damage caused by the sign and/or its removal.
5. **SECURITY.** Sports Association shall be responsible for security of their own equipment and occupied area. City of Hibbing is not responsible for damaged or stolen Sports Association equipment. On behalf of itself and its insurer, Sport Association waives any right of subrogation against City of Hibbing and its insurer for any loss or damage to Sports Association's own equipment and property. Sports Association will have access to the Premise only during normal operating hours of the Premise or when the Premise is staffed by a City of Hibbing employee. Sports Association is responsible for any keys issued to them from the City of Hibbing. Any lost or stolen keys must be reported to the City of Hibbing and Sports Association shall be responsible for any costs related to re-keying.
6. **COMPLIANCE WITH LAWS AND REGULATIONS.** Sports Association shall comply with the rules and regulations of the City of Hibbing and the ordinances and laws of the City of Hibbing and State of Minnesota.
7. **CONDITION OF PREMISE.** City of Hibbing makes no representations or warranties as to the condition of the Premise. Sports Association accepts the Premise in an "As-Is" condition on the date of commencement. Sports Association and City of Hibbing acknowledge and agree that all buildings and other facilities located on the occupied Premise will on the date of commencement of the term be in good serviceable condition. Sports Association shall inspect the Premise prior to use and shall not use the Premise if not fit for their intended use. Any unusual or significant hazard shall be reported to City of Hibbing.
8. **BUILDING SERVICES.** Providing that Sports Association is not in default under any of the covenants and agreements of the Facility Use Agreement, City of Hibbing shall furnish Sports Association the following services:
 - a. Janitorial and cleaning services to the common washrooms and common areas.
 - b. Property management and maintenance services for the Premise including expenses related to grounds and building maintenance.
 - c. City of Hibbing shall provide operational utility costs (excluding phone, cable tv, internet service, and other additional office services). All equipment, within the Premise is the responsibility of the Sports Association.
9. **SPORTS ASSOCIATION RESPONSIBILITIES.** It is Sports Association's responsibility for the following:
 - a. To keep the Premise clean and sanitary and remove all garbage and other waste in a sanitary manner. If excessive cleanup is required at the Premise due to an event sponsored by Sports Association, Sports Association shall be responsible for the cleanup. In the event Sports Association fails to clean up, immediately after scheduled usage, City of Hibbing shall charge Sports Association \$100.00 per hour for excessive clean up after the event. This does not include normal and reasonable cleaning due to an event. The City of Hibbing will notify the Sports Association of any infraction before a fee is assessed.
 - b. To provide City of Hibbing with usage schedules which must be approved in writing by City of Hibbing prior to using the Premise. Tentative schedules must be submitted to the City of Hibbing at least three (1) months prior to the start of the season/program with finalized

schedules provided one (2) weeks prior to the start. City of Hibbing reserves the right to adjust Sports Association proposed schedules. City of Hibbing shall be notified immediately of any schedule changes during the season.

- c. Any damage to City of Hibbing property or Premise caused by Sports Association, its participants, its spectators, its employees, its guests competing in an event held by the Sports Association, is Sports Association's responsibility to pay for damages or replacement at Sports Association's expense. In no event shall the City of Hibbing be required to make repairs or improvements if damages are caused by the Sports Association or its subcontractors or agents or employees, negligent acts of omission or commission.
 - d. Sports Association shall provide City of Hibbing a registration report annually. This information shall be provided when payment becomes due under this agreement, unless requested earlier.
 - e. Prior to signature of this agreement, Sports Association shall provide City of Hibbing copies of organization status. (Such as 501(c)(3) certificate, Secretary of State annual report, etc.)
 - f. Sports Association must provide on-site coverage to supervise all use at Premise, or a designated supervisor, at least 18 years of age, must be present for any usage.
 - g. Sports Association shall comply with all laws related to background checks of coaches, managers, or anyone that will interact with person of 18 years old or younger. City of Hibbing strongly encourages Sports Association to perform background checks for persons all coaches and any league official that will have direct contact with participants to ensure player safety. Sports Association shall abide by Safe Sport standards regarding safety rules to protect participants.
 - h. Sports Association must keep record of all participants entering and vacating the Premise with a sign-in and sign-out protocol to account for participants within the Premise at all times.
 - i. The City of Hibbing encourages Sports Association's capital investment into facilities. Any facility upgrades or modifications to any part of the Premise, must be approved in writing and agreed upon in advance with the City of Hibbing. Facility upgrades that result in additional operational expenses for the City of Hibbing may increase the Basic Payment to an amount that is mutually agreed upon by City of Hibbing and Sports Association.
10. **TAXES.** Sports Association shall be responsible for the payment of sales and use taxes which may be applicable to its use and operation of the Premise.
11. **RIGHTS OF THE CITY OF HIBBING.** In addition to all the remedies which are allowed to the City of Hibbing by law and equity and without limitation on any of them, City of Hibbing shall have the following rights:
- a. To enter the Premise at all reasonable times for the making of such inspections, repairs, alterations, improvements, or additions of or to the Premise or the building as City of Hibbing, in its sole discretion, may deem necessary or desirable; and for any purpose whatsoever, related to the safety, protection, preservation, or improvement of the Premise or of the building or of City of Hibbing's interest.

- b. At any time or times, City of Hibbing, either voluntarily or pursuant to governmental requirements, may at City of Hibbing's expense, make repairs, alterations, or improvements in or to the Premise or any part thereof, and during such times may temporarily close entrances, doors, corridors, elevators, or other public facilities.
12. **INSURANCE**. From and after the commencement date of this Agreement and throughout the term of this Agreement and any extension thereof, to require Sports Association to:
- a. Sports Association shall secure and keep in force during the term of this Agreement insurance or equivalent coverage from insurance companies authorized to do business in Minnesota for the following:
 - i. Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Increases of limits of coverage to be discussed as reasonable and decided upon mutually.
 - b. Sports Association shall name the City of Hibbing as an additional insured for Commercial General Liability. Additional insured coverage shall be primary and non-contributory to any other insurance available to the City of Hibbing.
 - c. Sports Association shall provide City of Hibbing with a Certificate of Insurance evidencing the coverage indicated therein. A 30 days' prior written notice of cancellation of insurance policy or termination of insurance coverage shall be provided to the City of Hibbing.
 - d. Sports Association is responsible to insure their personal property.
 - e. Waiver of Subrogation: Sports Association shall obtain from each of its insurers a waiver of subrogation in favor of the City of Hibbing.
13. **INDEMNIFICATION/HOLD HARMLESS**. To the fullest extent permitted by law, Sports Association shall defend, indemnify, and hold harmless the City of Hibbing from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Sport Association's negligence or Sport Association's failure to perform its obligations under this Facility Use Agreement. Sports Association obligations shall apply to anyone directly or indirectly employed or hired by Sports Association or anyone for whose acts Sports Association may be liable. Sports Association agrees this indemnity obligation shall survive the completion or termination of this Facility Use Agreement.
14. **PARKING**. The Sports Association understands and acknowledges that there will be no designated or reserved parking spaces for its attendees or participants.
15. **ALTERATIONS DURING TERM**. Sports Association shall make no changes to the Premise without the prior written consent of the City of Hibbing.
16. **NO LIENS**. Sports Association shall keep Sports Association's leasehold interest and any improvements which are or to become the property of the City of Hibbing under this Agreement, free and clear of any attachment of judgment lien, mechanics lien, encumbrances, security interest, collateral, or any other lien. Sports Association agrees that no security agreement, whether by way of conditional bill of sale, mortgage, or instrument of similar import, shall be placed upon any improvements on the Premise which is affixed to the real property.
17. **DAMAGE AND DESTRUCTION**. If the Premise shall be partially or totally damaged by fire or other casualty, so as to become completely unusable, this Agreement shall cease and terminate and both

parties shall be relieved from further liability and obligations hereunder. Sports Association shall be responsible for its obligations, including payment, only up to the time of such destruction. Unless the Premise is deemed unusable, Sports Association shall be obligated under this agreement. The Sports Association shall be responsible for repair and restoration of any and all damage caused by Sports Association, its participants, employees, volunteers, assigns, or spectators. The City of Hibbing shall be responsible for normal maintenance of the Premise.

18. **RETURN ON TERMINATION.** Upon termination of this Agreement for any cause, Sports Association shall return the Premise to City of Hibbing in as good or better condition as they are at the date hereof, except reasonable wear and tear. On the expiration date of this Agreement, Sports Association shall surrender all keys to the Premise. The Premise shall be clear of all trash, occupant's furniture, equipment, personal articles, and effects of any kind.
19. **HOLD OVER.** If Sports Association maintains possession of the Premise for any period after the termination of this Agreement ("hold over period"), Sports Association shall pay to City of Hibbing payment(s) during the hold over period at a rate equal to the normal payment rate set forth in the Basic Payment paragraph.
20. **NON-WAIVER.** No failure by City of Hibbing to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Agreement required to be performed by the Sports Association, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by City of Hibbing. No waiver of any breach of one term or condition of this Agreement shall affect or alter any other term or condition of this Agreement and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
21. **RIGHT OF TERMINATION ON DEFAULT.** In the event that Sports Association, within 30 days after mailing of notice of default to Sports Association at the address herein provided, shall fail to cure such default, City of Hibbing shall have the right to immediately terminate this Agreement and City of Hibbing shall have the immediate right of reentry and repossession of all the Premise and all fixtures and improvements located thereon, except for any furnishings not attached to the walls, without any obligation to compensate Sports Association in any manner therefore. In addition, Sports Association will be responsible for the Basic Payment for the remainder of the agreement term.
22. **NONPAYMENT - DEMAND NOT REQUIRED.** The provisions of the section entitled Right of Termination on Default notwithstanding, in order to enforce a forfeiture and termination of this Agreement for nonpayment of rent when due, no demand for rent when due shall be required, any such demand being expressly waived by Sports Association.
23. **FIXTURES AND IMPROVEMENTS AT EXPIRATION OR TERMINATION.** Upon the termination of this Agreement, whether by expiration of its term or by any other cause whether upon default by Sports Association or otherwise, all fixtures and improvements on the Premise shall become the sole property of the City of Hibbing and Sports Association shall have no right to remove the same, except for any fixtures not attached to the walls that was provided by Sports Association or Sports Association specific naming and logo fixtures, and Sports Association shall have no further right, title, or interest therein.
24. **NON-ASSIGNMENT.** Sports Association shall not sub-let nor assign any portion of the Premise without the prior written consent of the City of Hibbing.
25. **NOTICES AND PAYMENTS.**
 - a. Until otherwise notified by City of Hibbing, Sports Association shall pay to City of Hibbing and shall address all notices to City of Hibbing as follows:

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

- b. Until otherwise notified by Sports Association in writing, City of Hibbing shall address all notices to Sports Association as follows:

Iron Range Boxing
1102 3 Howard St
Hibbing, MN 55746


26. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. City of Hibbing has made no representations or warranties with respect to the Premise, except as herein expressly set forth.
27. **PREVIOUS AGREEMENTS.** This agreement supersedes any other previous agreements that have been entered into between the City of Hibbing and Sports Association related to the Premise.
28. **SAVING CLAUSE.** If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, Sports Association and City of Hibbing have executed this Facility Use Agreement as of the day, month, and year first above shown.

CITY OF HIBBING

IRON RANGE BOXING

By: _____
Printed Named: Pete Hyduke
Its: Mayor

By:  12-30-24
Printed Name: AJ Grove
Its: President

By: _____
Printed Named: Candie Seppala
Its: Clerk

By: _____
Printed Name: _____
Its: _____



Request for Council Action

City Council Action

Approve the updated Accounting Clerk job description.

Description of Agenda Item

Approve the updated Accounting Clerk job description.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Minor modifications accommodating title change for supervisory staff.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Approve the updated Accounting Clerk job description.

Attachments

1. Accounting Clerk - Job Description Draft 1.8.25



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Accounting Clerk

DATE: 4/4/06, 2/10/22, 1/8/2025

DEPARTMENT: Finance

PAY GRADE: 7

EXEMPTION STATUS: Non-Exempt

REPORTS TO: Director of Finance/Treasurer

SCOPE OF POSITION: Perform computer input and general office duties involved with the operations of the Department of Finance.

Work Environment: Indoor, controlled office setting.

Supervision Received: Works under the direction of the Director of Finance/Treasurer, Assistant Director of Finance and Accountants

Supervision Exercised: None

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The following list is not intended to be all-inclusive, as duties will vary depending upon the direction of the department head or supervisory staff:

PRIMARY RESPONSIBILITIES:

-
- Perform various accounts payable functions.
- Computer input of receipts, accounts payable, and journal entries into fund accounting system.
- Print computer reports relating to accounts payable, payroll, and accounting.
- File accounting source documents.
- Prepare accounts payable checks for mailing to vendors and payroll checks for distribution to employees and deductions remittances.
- Maintain insurance and fixed asset records including assisting with inventory and listings in the Property Casualty insurance
- Process garbage and sewer billings including rate changes, adjusting customer accounts, refunds, etc.
- Prepare invoices and maintain accounts receivable files.



- Monitor receipts of retiree/COBRA insurance payments.
- Plan, organize and maintain department's general filing system.
- Type general letters and reports relating to finance.
- Answer routine letters and memorandum independently.
- Assist in activities related to City's bus transit system.-
- Assist in election activities.
- Receive instructions from County Auditor and Secretary of State relating to election activities.
- Maintain and process voter registration information and absentee ballots.
- Maintain precinct finders.
- Prepare election supplies for delivery to precincts.
- Answer telephone, attend counter, give out information, and answer inquires about department standards and procedures.
- Process out-going mail.
- Compile reports for grant and program costs.
- Complete VOE (Verification of employment) from financial institutions.
- Assist Assistant Finance Director with allocating revenues and expenditures.
- Special Assessment searches and tracking in the module
- Prepare annual tax forms and audit workpapers
- Other duties as assigned

SECONDARY ASSIGNMENTS:

- Process payroll including inputting wage and deduction information. **Alternate**
- Maintain deduction and accumulated leave time records and payroll schedules. **Alternate**
- Generate accounts payable and payroll checks **Alternate**

KNOWLEDGE, SKILLS, ABILITIES:

- Considerable ability to communicate tactfully and effectively with elected officials, City staff, and the general public.
- Considerable ability to organize work well.
- Considerable ability to understand problems and give clear and satisfactory explanations.
- Considerable ability to prioritize work projects and work independently in the absence of specific instructions.
- Considerable ability to use computer, calculator, and other office machines.
- Considerable knowledge of Excel spread sheets, general ledger, and payroll accounting software and word processing.
- Experience working with Microsoft office and Accounting ERP software.

MINIMUM QUALIFICATIONS:



- Education: Two-year degree in Finance or Accounting, or combination of equivalent education and experience.
- Data processing experience relating to accounting, accounts payable, and payroll.
- Must be able to work effectively with the City Council, staff, and public in order to obtain desired results.
- Ability to follow directives, policies, and procedures which apply to governmental fund accounting, invoice processing, and payroll processing.
- Self-motivated; ability to work independently, yet a team worker.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is required to talk, hear, and see. The employee is frequently required to use their hands and fingers, to handle or feel.

The employee is occasionally required to stand, walk, reach with arms and hands, stoop, kneel, crouch. The employee must be able to lift and carry up to 20 pounds occasionally.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

I have read and understand the job requirements, responsibilities, and expectations set forth in the job description provided for my position. I attest that I am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

Supervisor: 12/16/2024

City Administrator: 12/16/2024

City Council: 1/8/2025



Request for Council Action

City Council Action

Approve the updated Accountant I job description

Description of Agenda Item

Approve the updated Accountant I job description.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Minor modifications recognizing title change for supervisory staff.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

N/A

Action Requested

Approve the updated Accountant I job description.

Attachments

1. Accountant I Job Description Draft 1.8.25



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Accountant I	DATE: 4/2/14, 7/17/18, 4/6/23, 4/20/23, 1/8/25
DEPARTMENT: Finance	PAY GRADE: 9

EXEMPTION STATUS: Non-Exempt

REPORTS TO: Finance Director/Treasurer

SCOPE OF POSITION: To plan and develop and direct City financial functions and records in order to provide efficient, effective, and accurate accounting and control systems for the City.

Work Environment: Indoor controlled office setting.

Supervision Received: Works under the direction of the Finance Director/Treasurer and the Assistant Finance Director.

Supervision Exercised: Occasional direction of Students. May be required to fill in for additional duties in the absence of staff to maintain accounting controls.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The following list is not intended to be all-inclusive, as duties will vary depending upon the direction of the department head or supervisory staff:

PRIMARY RESPONSIBILITIES:

- Ensure proper recording of financial accounting items.
- Perform and review various accounts payable functions, accounts/loans receivable and other various accounting activities.
- Track special assessments/perform special assessment search requests.
- Assist with budget preparation, and input or assembling of budget books.
- Compile reports for grant and program costs.
- Prepare audit workpapers for use in the annual audit.
- Receipt and deposit money as required.
- Review and perform payroll activities.
- Assist with election activities.



- Provide information, explanation, and assistance to Department heads and the general public.
- Resolve or assist in resolving complaints and problems.
- Prepare various federal & state reporting forms.
- Process payroll including inputting wage and deduction information.
- Maintain deduction and accumulated leave time records and payroll schedules.
- Process garbage and sewer billing including rate changes, adjusting customer accounts, refunds, etc.
- Examines work for accuracy and conformance to policies and procedures.
- Assist with inventory counts.
- Duties include assisting Accountant II with various projects.
- Monitor operations to ensure compliance with applicable laws, regulations, rules and policy.
- Overtime may be required.
- All other duties as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Considerable ability to create, modify and use spreadsheets, to use computer, calculator, adding machine, copier, etc. Reports, miscellaneous forms.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in accounting or related field.
- Minimum of one (1) year accounting experience, government accounting preferred.
- Basic knowledge of payroll laws.
- Experience working with collective bargaining agreements preferred.
- Knowledge of State Regulations, policies, and procedures, which apply to governmental accounting and financing.
- Ability to follow directives, policies, and procedures which apply to accounting and financing municipal government.
- Must be able to work effectively with the City Council, City Administrator, all staff, and the general public in order to obtain desired results.
- Self-motivated, ability to work independently, yet a team-worker.
- Considerable knowledge of spreadsheets, general ledger, and payroll accounting software, word processing.
- Proven analytical and financial skills.
- Excellent reporting and communication skills.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the



job. Reasonable accommodation may be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is required to talk and hear. The employee is frequently required to use their hands and fingers, to handle or feel.

The employee is occasionally required to stand, walk, reach with arms and hands, climb or balance, and stoop, kneel, crouch, and crawl. Vision abilities required by this job include close vision. The employee is frequently required to sit and must occasionally lift up to 20 pounds.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

I have read and understand the job requirements, responsibilities, and expectations set forth in the job description provided for my position. I attest that I am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

Supervisor: 12/16/2024

City Administrator: 12/16/2024

City Council:



Request for Council Action

City Council Action

Approve the updated Accountant II job description.

Description of Agenda Item

Approve the updated Accountant II job description.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Minor modifications recognizing title change for supervisory staff.

Board/Commission/Committee Actions(s):

Approve the updated Accountant II job description.

Budgetary/Fiscal Impact

N/A

Action Requested

Approve the updated Accountant II job description.

Attachments

1. Accountant II - Job Description Draft 1.8.25



**CITY OF HIBBING
JOB DESCRIPTION**

JOB TITLE: Accountant II

DATE: 4/2/14, 7/17/18, 4/6/23, 1/8/2025

DEPARTMENT: Finance

PAY GRADE: 11

EXEMPTION STATUS: Non-Exempt

REPORTS TO: Finance Director/Treasurer

SCOPE OF POSITION: To plan and develop and direct City financial functions and records in order to provide efficient, effective, and accurate accounting and control systems for the City.

Work Environment: Indoor controlled office setting.

Supervision Received: Works under the direction of the Finance Director/Treasurer and Assistant Finance Director.

Supervision Exercised: Occasional direction of other staff.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The following list is not intended to be all-inclusive, as duties will vary depending upon the direction of the department head or supervisory staff:

PRIMARY RESPONSIBILITIES:

- Ensure proper recording of financial accounting items including journal entry input.
- Perform and review various accounts payable and accounting activities.
- Compile data for use in budget preparation.
- Monitor revenue and expenditure trends for all city departments.
- Compile data for monthly financial reports.
- Compile figures for the closing out of fiscal accounts.
- Balance ledger accounts.
- Prepare audit workpapers for use in the annual audit.
- Receipt and deposit money as required.
- Review and perform payroll activities when needed.

Accountant II
Job Description



- Assist with election activities.
- Provide information, explanation, and assistance to Department heads and the general public.
- Resolve or assist in resolving complaints and problems.
- Assist Finance Director/Treasurer in preparing financial presentations.
- Prepare various federal & state reporting forms including quarterly and annual tax forms.
- Perform special assessment searches from various title companies and calculate payoffs. Answer questions from the public regarding assessments on properties.
- Track parcels and payments included in tax abatement contracts and prepare the semiannual payments to the developers according to the contracts.
- Prepare invoices and maintain accounts receivable files; complete ACH drafts as necessary.
- Reconcile Hibbing Economic Development Authority (HEDA) loans and process monthly loan ACH file.
- Monitor operations to ensure compliance with applicable laws, regulations, rules and policy.
- A resource for Department Heads regarding questions on budgets and expenditures, compiling reports and as needed.
- Inputting budget data for departments and assembling budget books for distribution to the City Council.
- Analyze budget data with Finance Director/City Administrator and prepare forecasts for future spending needs.
- Developing and maintaining City's Capital Improvement Plan (CIP)
- Updating and revising Finance-maintained website pages as needed.
- Analyze cost of providing City services and making recommendations of rate changes.
- Overtime may be required.
- All other duties as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Considerable ability to create, modify and use spreadsheets, to use computer, calculator, adding machine, copier, etc. Reports, miscellaneous forms.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in accounting or related field.
- Two years' government accounting experience required.
- Knowledge of State Regulations, policies, and procedures, which apply to governmental accounting and financing.
- Ability to follow directives, policies, and procedures which apply to accounting and financing municipal government.



- Must be able to work effectively with the City Council, City Administrator, all staff, and the general public in order to obtain desired results.
- Self-motivated, ability to work independently, yet a team-worker.
- Considerable knowledge of spreadsheets, general ledger, and payroll accounting software, word processing.
- Proven analytical and financial skills. Excellent reporting and communication skills.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is required to talk and hear. The employee is frequently required to use their hands and fingers, to handle or feel.

The employee is occasionally required to stand, walk, reach with arms and hands, climb or balance, and stoop, kneel, crouch, and crawl. Vision abilities required by this job include close vision. The employee is frequently required to sit and must occasionally lift up to 20 pounds.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

I have read and understand the job requirements, responsibilities, and expectations set forth in the job description provided for my position. I attest that I am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

Supervisor: 12/16/2024
City Administrator: 12/16/2024
City Council: 1/8/2025

Accountant II
Job Description



Request for Council Action

City Council Action

Approve the Assistant Finance Director job description.

Description of Agenda Item

Approve the Assistant Finance Director job description.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Title change from Internal Auditor to Assistant Finance Director. Minor modifications recognizing title change and rewording of responsibilities. Recognizes years of experience required to perform this position and added desired qualifications.

Board/Commission/Committee Actions(s):

Approve the Assistant Finance Director job description.

Budgetary/Fiscal Impact

N/A. No modification to Grade.

Action Requested

Approve the Assistant Finance Director job description.

Attachments

1. Assistanat Finance Director - Draft 1.8.25



JOB TITLE: Assistant Finance Director **DATE** 6/29/17, 3/23/18, 1/8/2025

DEPARTMENT: Finance **PAY GRADE:** 14

EXEMPTION STATUS: Exempt

REPORTS TO – Finance Director/Treasurer

SCOPE OF POSITION

Performs difficult professional and administrative work assisting the Finance Director/Treasurer with performing technical accounting and fiscal management tasks, directing the work of non-supervisory employees, and related work as apparent or assigned. Work is performed under the general direction of the Finance Director/Treasurer. Continuous oversight is exercised over Staff Accountants and Accounting Clerks.

Work environment: Indoor controlled office setting.

Supervision Received: Works under the direction of the Finance Director/Treasurer.

Supervision Exercised: Supervises the day-to-day operations of the Finance Department, prioritizing work and ensuring adherence to City policies and procedures and industry best practices.

The following list is not intended to be all-inclusive, as duties will vary depending upon the direction of the department head or supervisory staff:

PRIMARY RESPONSIBILITIES:

- Performs a variety of skilled financial accounting operations and activities including:
 - Prepares budget adjustments for review
 - Monitors Finance Department Budget
 - Reviews journal entries made by finance department staff.
 - Performs bi-weekly payroll review.
 - Assists with purchasing investments, reviews investment reports and broker certifications, and reconciles accounts.
 - Prepares bank reconciliations and resolves discrepancies.
 - Coordinates the annual audit process with independent auditors for the annual examination of Financial Statements, internal controls, compliance and accounting procedures.



- Assists with cash management programs and forecasting.
- Assists in the preparation of the City's annual financial report and annual budget.
- Works with the Finance Director/Treasurer to develop and then leads implementation and maintenance of accounting controls, procedures, and audit processes associated with the maintenance of the general ledger, project payments and reports, payroll processing, debt management, accounts payable and receivables including special assessments.
- Assist the Finance Director/Treasurer and City Clerk/Deputy Administrator with election activities, oversees absentee ballot process.
- Coordinate/perform reconciliations and analysis of financial information.
- Oversee and ensure compliance with Uniform Grant Guidance Guidelines and manage grant program funds, donations and forfeiture accounts.
- Coordinates the annual external financial audit and the preparation of the Comprehensive Annual Financial Report (ACFR). This includes review of GASB pronouncements, and coordination, report preparation and analysis of the City's external audit process.
- Ensure the integrity of data entered into the financial accounting system through cash receipts, cash disbursements, budget entries and journal entries.
- Manages the City's insurance and risk management program (property, casualty).
- Assists in the preparation of the annual worker's compensation renewal and audit.
- Review accounting and treasury policies and procedures to ensure strong structure of internal controls are developed and maintained.
- Explain and interpret policy to other employees and City departments.
- Serves as Acting Finance Director in the Finance Director's absence.
- Maintains the fixed asset records, including insurance and depreciations schedules; inventories fixed assets and computer equipment.
- Attends relevant seminars and conferences and participates in professional associations to stay up to date in the field of municipal finance.
- Performs other related duties as apparent or assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Ability to effectively lead a team of financial professionals.
- Ability to communicate clearly, both orally and in writing.
- Ability to communicate complex financial policies and practices to City officials, staff and members of the public.
- Ability to provide a level of customer service that meets or exceeds customer expectation and satisfaction.
- Ability to define problems and analyze data to determine appropriate action to be taken.
- Ability to understand complex accounting systems and processes.



MINIMUM QUALIFICATIONS:

- Education: Bachelor's degree in finance, Accounting or closely related field.
- Five (5) years of progressively responsible experience in Accounting, Finance or related field.
- Advanced experience and proficiency in Microsoft Office software and applications with specific emphasis in Excel spreadsheets and creating PowerPoint presentations.
- Comprehensive knowledge of the principles and practices of Generally Accepted Accounting Principles (GAAP) and the Government Accounting Standards Board (GASB)
- Experience with financial systems software programs and applications.

DESIRED QUALIFICATIONS:

- Certified Public Accountant (CPA) licensure, Certified Professional Finance Officer (CPFO) designation, or working towards a CPFO designation.
- Experience in a governmental accounting environment.
- Experience working in the Finance Department of a municipality or county.
- Supervisory experience, particularly in a public sector, union environment.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is required to talk, hear, and see. The employee is frequently required to use their hands and fingers, to handle or feel.

The employee is occasionally required to stand, walk, reach with arms and hands, stoop, kneel, crouch. The employee must be able to lift and carry up to 20 pounds occasionally.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.



I have read and understand the job requirements, responsibilities, and expectations set forth in the job description provided for my position. I attest that I am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

Supervisor: 12/16/2024

City Administrator: 12/16/2024

City Council:



Request for Council Action

City Council Action

Approve the updated Finance Director-Treasurer job description.

Description of Agenda Item

Approve the updated Finance Director-Treasurer job description.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Minor modifications recognizing title change for Assistant Finance Director. Additional preferred qualifications, and clarification of supervisory duties.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

N/A - No Grade modification.

Action Requested

Approve the updated Finance Director-Treasurer job description.

Attachments

1. Finance Director-Treasurer - Draft 1.8.25



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Finance
Director/Treasurer

DATE: 10/31/22, 1/8/25

DEPARTMENT: Finance

PAY GRADE: 20

EXEMPTION STATUS: Exempt

REPORTS TO: City Administrator

SCOPE OF POSITION:

Performs moderate to complex technical duties and responsibilities involved with the operations of the organization under the direction of the City Administrator and City Council. Responsible for all statutory functions and legal requirements of the Treasurer and performs the Clerk's bookkeeping duties. Provides administrative support to the City Administrator; develops and maintains positive relationships with staff, council, citizens, and other groups and agencies.

Work Environment:

Indoor office setting. Performs complex and often confidential tasks requiring independent knowledge, its application to a variety of situations as well as exercise of independent judgment.

The noise level in the work environment is generally quiet, although the ability to work with constant noise distractions is required.

Supervision Received: Works under the general supervision of the City Administrator and City Council.

Supervision Exercised: Responsible for supervisory functions for the finance department in the interest of the employer and in compliance with state and federal law, city policy and ordinance including, but not limited to: hiring, transfer, suspension, promotion, discharge, assignment, reward, and discipline of other employees, direction of the work of other employees, or adjustment of other employee's grievances on behalf of the employer

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.



The following list is not intended to be all inclusive, as duties will vary depending upon the direction of the City Administrator and City Council:

PRIMARY RESPONSIBILITIES:

- Performs the duties of the municipal Treasurer stipulated by MN Statute 412.141, as well as all bookkeeping duties of the City Clerk per MN Statute 412.151 delegated by ordinance per MN Statute 412.151 Subd. 2.
- Receives and safely keeps all city money, including prompt entry of all receipts in an account book in accordance with standards.
- Performs immediate deposit of all money in the city's official depository.
- Make available the books and records for inspection at any time.
- Prepare and file a detailed account of each year's receipts and disbursements.
- Prepares financial statements and direct accounting operations, including planning and coordinating of the City's computerized accounting system.
- Supervises accounting functions, including cash records and control, receivables, payables, subsidiary reports, and invoicing system.
- Provides responsible and confidential administrative support for the City Administrator and City Council. Conducts research, writes reports and letters, and performs special projects as assigned.
- Participates as an active member of the City's management negotiation team and supplies Administration and the City Council with accurate financial data during the negotiations process.
- Prepares financial materials for meetings; attends and presents information to City Council as required/directed.
- Maintains financial ledgers, journals, and subsidiary reports.
- Advises City Administrator about the management and investment of City moneys according to legally approved investment practices. Maintains detailed records of investments and makes this information available to the City Administrator.
- Evaluates work performance of those assigned on a continuous basis and provides guidance and counsel to assure continually improved work performance.
- Prepares annual budget based upon direction from the City Council and City Administrator. Works directly with City department heads in obtaining annual budget information.
- Organizes spending by all departments to ensure that proper authorization was received for expenditures and ensure compliance.
- Generates financial statements and cash balance fund reports for the City Council.
- Responsible for ensuring the performance of the annual audit of the city's financial affairs in accordance with the minimum procedures prescribed by the state auditor.



- Works with auditors and generates reports and presents all financial data as required for the audit.
- Monitors and facilitates revolving loans fund.
- Provides assigned duties in accordance with HEDA bylaws and at the direction of the City Administrator.
- Provides various reports for City Council, HEDA, Commissions, and attends meetings as directed by the City Administrator.
- Prepares and stores financial records in accordance with HEDA bylaws.
- Provides assigned duties in accordance with TIF & TAF legislation and at the direction of the Administrator.
- Consults with bond counsel and financial advisors regarding TIF & TAF legislation, uses of TIF & TAF, issuance of bonds, and prepares information for use therewith.
- Participates as an active member of the City's management team.
- Prepares recommendations and manages department budget.
- Attends meetings regularly as directed by the City Administrator.
- Assists City Clerk with providing information, reports, and assistance to the public, City Council.
- Assists City Clerk with the organization and administration of elections.
- Execute any duties as assigned by the council and City Administrator.
- Monitor operations and legislative changes to ensure compliance with applicable laws, regulations, rules and policies.
- Other duties as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Thorough knowledge of state regulations, policy, and procedures which apply to municipal government, and accounting and financing of a municipal government.
- Ability to formulate, initiate, and administer policies and procedures which apply to accounting and financing municipal government.
- Considerable ability to communicate tactfully and effectively with elected officials, City staff, and the general public.
- Strong organizational skills and ability to accurately maintain records, files and data.
- Ability to meet deadlines with short notice.
- Proficiency working with computers, file management, maintenance of databases, and Microsoft Office products including spreadsheets and word processing.
- Ability to exercise initiative, confidentiality, discretion, and independent judgment.
- Ability to work effectively under pressure and maintain multiple tasks in a single period of time.
- Considerable ability to understand problems and give clear and satisfactory explanations.



- Considerable ability to prioritize work projects and work independently in the absence of specific instructions.
- Must be able to work efficiently and effectively with elected officials, City Staff, and the general public in order to obtain desired results.

MINIMUM QUALIFICATIONS:

- Bachelor's Degree in Finance, Accounting, or Business Administration with a major in accounting, finance, or related field.
- Five (5) years of experience in governmental accounting.
- Two (2) years supervisory experience.
- Supervisory experience, particularly in a public sector, union environment.
- Certified Notary Public or ability to receive certification within six months of employment.
- Ability to maintain highly confidential information.
- Self-motivated, ability to work independently, yet a team worker.
- Strong customer service skills with the ability to multi-task.
- Current MN Class D Driver's License.
- Certified Public Accountant (CPA) licensure preferred.
- Certified Professional Finance Officer (CPFO) designation preferred.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation can be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is frequently required to talk, hear, walk, stand, sit and use hands and fingers, to handle and feel.

The employee is occasionally required to reach with arms and hands, climb or balance, and to stoop, kneel, crouch or crawl. Vision abilities required by this job include close vision. The employee is occasionally required to lift and/or move up to 25 pounds.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.



I have read and understand the job requirements, responsibilities and expectations set forth in the job description provided for my position. I attest that I am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

City Administrator: 12/16/2024

City Council:



Request for Council Action

City Council Action

Approve the creation and posting of one Full-Time Accountant I position.

Description of Agenda Item

Approve the creation and posting of one Full-Time Accountant I position.

Strategic Initiative

Excellence in delivery of services - Engaged employees making a positive impact.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted. Minor increase to salaries in Finance department.

Action Requested

Approve the creation and posting of one Full-Time Accountant I position.

Attachments

None



Request for Council Action

City Council Action

Approve the Memorandum of Understanding (MOU) between the City of Hibbing and the Minnesota Association of Professional Employees.

Description of Agenda Item

Approve the Memorandum of Understanding (MOU) between the City of Hibbing and the Minnesota Association of Professional Employees.

Strategic Initiative

Owner of Agenda Item

Angela Kleffman, HR Director, 218.295.2275, angelakleffman@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

MAPE Labor Agreement modification to recognize title change from Internal Auditor to Assistant Finance Director.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

None.

Action Requested

Approve the Memorandum of Understanding (MOU) between the City of Hibbing and the Minnesota Association of Professional Employees and authorize the City Clerk and Mayor to sign.

Attachments

1. MAPE - MOU - Asst Fin Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Hibbing (“Employer”) and Minnesota Association of Professional Employees (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit”);

WHEREAS, Employer and Union are parties to a labor agreement that expires December 31, 2025 (hereinafter “Labor Agreement”);

WHEREAS, The parties desire to amend the 2023-2025 Labor Agreement to make certain amendments to the 2023-2025 Labor Agreement; and

NOW, THEREFORE, all parties hereto understand as follows:

1.1 Recognition

The employer recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive bargaining representative of all personnel working in the job titles below and as certified by the Bureau of Mediation Services and also defined as public employees in Minnesota Statutes, Section 179A.03 Subdivision 14:

Fire Chief
Building Official
City Services Director
City Engineer/Dir Public Work
Public Work Superintendent
Waste Treatment Supervisor
Public Works Foreman
Assistant Finance Director
Library Manager
Code Enforcement Supervisor
Fleet Manager
Marketing and Communications Manager

In the event that any new job title is created after the effective date of this Agreement, and such position is filled by the City, the parties agree to meet and discuss whether or not such position should be represented by the MAPE prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

1.7 Definitions

Unit A: Fire Chief, Building Official, City Engineer/Director of Public Works, Assistant Finance Director, City Services Director, Library Manager, Fleet Manager, Marketing and Communications Manager.

Unit B: Waste Treatment Plant Supervisor, Public Works Foreman, Public Works

Superintendent, Code Enforcement Supervisor.

Association means the Minnesota Association of Professional Employees, hereinafter referred to as MAPE.

City means the City of Hibbing, Minnesota.

Employer means the City of Hibbing, Minnesota.

Employee means a member of the formally recognized bargaining unit represented by the Association.

Immediate Family is defined as including spouse, children, father, mother, brother, sister, grandparents, grandparents of spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.

Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

MAPE stands for Minnesota Association of Professional Employees.

Appointing Authority means the City Council, City Administrator, Department Head, or designee as prescribed by the City code.

Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by an authorized leave of absence, sick leave, vacation, or military leave of absence, absence due to illness that was compensable under Worker's Compensation or, for a period not to exceed two years while on Long Term Disability.

Rehire any person previously employed with The City of Hibbing that resigned/terminated/retired/severed employment with the City of Hibbing.

2. Hours of Work

The following positions are governed by 2.1 and 2.2: Fire Chief, Building Official, City Engineer/Public Works Director, Assistant Finance Director, City Services Director, Library Manager, Fleet Manager, Marketing and Communications Manager. Group A - Exempt positions.

2.1

The City and the Association recognize that because of the nature of their duties it is inappropriate for the employees covered by this' Agreement to be governed by standard work schedules and that it is essential that such employees work those hours necessary to carry out the duties and responsibilities of their respective positions. Therefore, it is agreed that the employees covered by this Agreement shall work whatever hours are necessary to perform their duties and responsibilities and shall be permitted to take time

off during the normal workday of their respective departments or divisions. It is further agreed that such employees shall be permitted to take a reasonable rest period during each one-half (1/2) day worked and a reasonable lunch break during each day worked.

This MOU is effective the latest date affixed to the signatures below.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF HIBBING, MINNESOTA

MAPE

By _____
Mayor

By Myron Dayton Jan M. Watts
Its President

And _____
Clerk

And [Signature]
MAPE Representative

Date: _____

Date: 12/23/2024



Request for Council Action

City Council Action

Approve the promotion of Jeffrey Neumann to Police Captain II effective January 11, 2025.

Description of Agenda Item

Approve the promotion of Jeffrey Neumann to Police Captain II effective January 11, 2025.

Strategic Initiative

Owner of Agenda Item

Steve Estey, Chief of Police, 218.929.0776, steveestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Replace Adam Holm.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Approve the promotion of Jeffrey Neumann to Police Captain II effective January 11, 2025.

Attachments

None



Request for Council Action

City Council Action

Approve the promotion of Jack Maddy to Police Sergeant effective January 15, 2025.

Description of Agenda Item

Approve the promotion of Jack Maddy to Police Sergeant effective January 15, 2025.

Strategic Initiative

Owner of Agenda Item

Steve Estey, Chief of Police, 218.929.0776, steveestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Replace Adam Holm.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Approve the promotion of Jack Maddy to Police Sergeant effective January 15, 2025.

Attachments

None



Request for Council Action

City Council Action

Approve the Mayor to sign the letter of support for Commissioner Jugovich for the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Description of Agenda Item

Approve the Mayor to sign the letter of support for Commissioner Jugovich for the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Strategic Initiative

2023 Strategic Plan Core Strategy: Engaged and Forward-Thinking Leadership

Owner of Agenda Item

Pete Hyduke, Mayor, 218.969.3067, petehyduke@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Mr. Jugovich's vision and strategic insight would undoubtedly contribute to advancing the Commission's efforts to address emerging environmental issues, ensure responsible fund management, and evaluate project outcomes effectively. Thus, we wholeheartedly endorse Mr. Jugovich for this position and are confident he will be an invaluable asset to the LCCMR and the State of Minnesota.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

Approve Signature

Attachments

1. LCCMR Seat Jugovich LoS



January 8, 2025

Dear Governor Tim Walz:

The City of Hibbing is pleased to submit a letter of support for Mr. Michael Jugovich's candidacy for a seat on the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

We are deeply familiar with Mr. Jugovich's qualifications and contributions and can attest to his extensive knowledge in good public policy around natural resources management and community leadership through his work on the St. Louis County Board. As a St. Louis County Commissioner, Mr. Jugovich has consistently demonstrated a profound dedication to protecting and enhancing Minnesota's environment and natural resources.

In addition to his technical expertise, Mr. Jugovich excels at collaboration and stakeholder engagement. He has a proven ability to work with diverse teams and bring people together to address complex community challenges. This capacity for thoughtful, inclusive decision-making aligns perfectly with the LCCMR's mission to strategically allocate Environment and Natural Resources Trust Fund (ENRTF) resources to impactful projects.

Mr. Jugovich's vision and strategic insight would undoubtedly contribute to advancing the Commission's efforts to address emerging environmental issues, ensure responsible fund management, and evaluate project outcomes effectively. Thus, we wholeheartedly endorse Mr. Jugovich for this position and are confident he will be an invaluable asset to the LCCMR and the State of Minnesota.

Please feel free to contact me at the phone number or email below if additional information or context would be helpful. Thank you for considering this recommendation.

Sincerely,

Mayor Pete Hyduke
401 East 21st Street
Hibbing, MN 55746
(218) 969-3067
petehyduke@ci.hibbing.mn.us



Request for Council Action

City Council Action

Approve the Mayor to sign a letter of support.

Description of Agenda Item

Approve the Mayor to sign a letter of support for the Vershuin Project in Hibbing, MN.

Strategic Initiative

2023 Strategic Plan Core Strategy: Vibrant Economic Hub

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The Vershuin Project's focus on innovation and job creation aligns closely with the needs of our region. Hibbing has a rich history rooted in manufacturing and production utilizing our abundant natural resources, and this project promises to build upon that foundation by creating new opportunities and enhancing the quality of life for local residents.

One of the most notable aspects of the Vershuin Project is its potential to utilize the excess steam produced by the Hibbing Public Utilities (HPU) and spruce budworm or emerald ash borer infected portions of the wood basket in nearby forests as inputs to their process. This is critical to sustaining HPU's operational effectiveness and the health of our forests, especially in a rapidly changing world. The project also holds the potential for expanding our region's influence and presence in broader sectors such as clean technology and green energy, helping to ensure that Hibbing remains a competitive and attractive place for investment and innovation.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

Approve signature

Attachments

1. Vershuin LoS



January 8, 2025

To Whom It May Concern,

The City of Hibbing is writing to express our strong support for the **Vershuin Project** in Hibbing, Minnesota. As the Mayor of Hibbing, I believe that this project will have a profound positive impact on the local community, economy, and future growth of Hibbing. Further, the entire city council approved sending this letter at our recent meeting on January 8, 2025.

The Vershuin Project's focus on innovation and job creation aligns closely with the needs of our region. Hibbing has a rich history rooted in manufacturing and production utilizing our abundant natural resources, and this project promises to build upon that foundation by creating new opportunities and enhancing the quality of life for local residents.

One of the most notable aspects of the Vershuin Project is its potential to utilize the excess steam produced by the Hibbing Public Utilities (HPU) and spruce budworm or emerald ash borer infected portions of the wood basket in nearby forests as inputs to their process. This is critical to sustaining HPU's operational effectiveness and the health of our forests, especially in a rapidly changing world. The project also holds the potential for expanding our region's influence and presence in broader sectors such as clean technology and green energy, helping to ensure that Hibbing remains a competitive and attractive place for investment and innovation.

I fully support the Vershuin Project and the efforts to move it forward. I am confident that this initiative will be a catalyst for growth, progress, and long-term success in the city of Hibbing, the Iron Range Region, and the state of Minnesota. Should you require any further information or have any questions regarding my support for the project, please do not hesitate to reach out.

Please feel free to contact me at the phone number or email below if additional information or context would be helpful. Thank you for considering this recommendation.

Sincerely,

Mayor Pete Hyduke
401 East 21st Street
Hibbing, MN 55746
(218) 969-3067
petehyduke@ci.hibbing.mn.us



Request for Council Action

City Council Action

Authorize the Mayor to sign a Letter or Support for North St. Louis County Habitat for Humanity's RRR Grant Application

Description of Agenda Item

Authorize the Mayor to sign a Lett or Support for North St. Louis County Habitat for Humanity's RRR Grant Application

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):

Budgetary/Fiscal Impact

Action Requested

Authorize the Mayor to sign a Letter of Support for North St. Louis County Habitat for Humanity's RRR Grant Application

Attachments

1. 2025 Letter of Support - NSLC HfH for IRRR (2)



January 8, 2025

Dept. of Iron Range Resources and Rehabilitation
4261 US Hwy 53
Eveleth, MN 55734

Dear Commissioner Rukavina and IRRR Board Members:

The city of Hibbing is writing to express our strong support for the funding sought by North St. Louis County Habitat for Humanity for new home infrastructure in 2025. The collaboration between Habitat for Humanity and the city of Hibbing is a long-standing partnership and delivers new home ownership for residents in our community and the entire Iron Range region.

The city of Hibbing recently undertook a comprehensive housing needs assessment in 2023 which is available on our website at: <https://www.hibbingmn.gov/DocumentCenter/View/1865/Hibbing-Comp-Housing-Study-2023---Final>. This report identified a potential demand for over 1,200 new housing units through 2035. North St. Louis County Habitat for Humanity plays an important role in developing housing to meet this demand and additional funding will assist them with meeting this need.

The city of Hibbing and Habitat for Humanity collaborate in several ways, including our Hibbing High School construction program which alone has served seventeen local families while also providing hands on learning to our high school students. Our partnership with Habitat has served a total of thirty-seven local families with homes in Hibbing since 2001. More particularly, Habitat for Humanity has partnered with the city on cleaning up a site in the Brooklyn neighborhood that resulted in eight new homes on the remediated site. Finally, the city works closely with Habitat on an annual basis to convey lots for new homes to ensure their work continues in our community efficiently and economically.

We simply can't understate the importance of assisting Habitat for Humanity to continue their work in our community to the city of Hibbing, the Iron Range, and North St. Louis County. Ensuring adequate housing is essential to community vitality and development. Thank you very much for your consideration of this input. It is greatly appreciated.

Sincerely,

Mayor Pete Hyduke
401 East 21st Street
Hibbing, MN 55746
(218) 969-3067
petehyduke@ci.hibbing.mn.us



Request for Council Action

City Council Action

Approve out of state travel for 2025 Site Selectors Guild Conference for Betsy Olivanti to Orlando, FL., not to exceed \$9,000.

Description of Agenda Item

Approve out of state travel for 2025 Site Selectors Guild Conference for Betsy Olivanti to Orlando, FL., not to exceed \$9,000.

Strategic Initiative

2023 Strategic Plan Core Strategy: Vibrant Economic Hub and Thriving Destination and Regional Leader.

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):

Will be funded in part by HEDA levy, as well.

Budgetary/Fiscal Impact

Not to exceed \$9,000 in travel expenses.

Action Requested

Approve expenditure for out of state travel.

Attachments

1. 2025 SSG Travel Request Packet



PLEASE USE THIS FORM FOR TRAVEL IN 2023

TRAVEL REQUEST FORM
(Fill Out Prior to Travel)

TRAVEL INFORMATION SECTION:	
Employee Name: Betsy Olivanti	Department: Community Development Director
Purpose for Travel: To attend 2025 Site Selectors Guild Conference with Northeast MN Team and Mn DEED	
City/State: Orlando, FL	Dates of Travel: 03/11-14/2024

COST CALCULATION SECTION:	ESTIMATED TOTAL COST	PAID DIRECT BY CITY	EMPLOYEE PAID	ADVANCED
REGISTRATION FEE: Sponsor	\$5,000	\$5,000		
TRANSPORTATION:				
Air Fare Est. HIB to MCO	\$945.45	\$945.45		
Personal Car ___ Miles @ \$0.655				
Other – Parking, Tolls, etc.				
LODGING: Betsy Olivanti 3 Nights @ \$339.63/night	\$1,018.88	\$1,018.88		
ALLOWABLE MEALS:				
Breakfast <u> 4 </u> @ \$10.00	\$40	\$40		
Lunch <u> 4 </u> @ \$15.00	\$60	\$60		
Dinner <u> 4 </u> @ \$20.00	\$80	\$80		
MISCELLANEOUS:				
SALARY: 32 Hours @ \$_57.07	\$1,826.24	\$1,826.24		
TOTAL ESTIMATED COST:	\$8,970.57	\$8,970.57		

Departmental Approval: <i>Betsy Olivanti</i>	Date: 12/17/2024
Budget Approval:	Date:
City Administrator Approval: <i>[Signature]</i>	Date: 1/2/25

Revised and Effective: 1/1/23

Betsy Olivanti

From: Eddy, Colleen (DEED) <colleen.eddy@state.mn.us>
Sent: Monday, December 9, 2024 11:36 AM
To: Michael Flynn; Greschner, Janelle (IRR); Amanda Taylor; Arik Forsman (MP); Christopher Giesen; Betsy Olivanti; rachel@apexgetsbusiness.com
Subject: Site Selector Guild 2025
Importance: High

All,

Thank you for confirming your partnership at the upcoming Site Selector Guild. The event is March 12 – 14, 2025 at the Hyatt Regency, Orlando. Below is the agenda and the hotel link, please secure your hotel room ASAP. DEED will register each of you under the Gold Sponsorship, so please send me your full contact information ASAP, so we can complete the registrations ASAP as there is a vetting period. We will be participating as a Gold Sponsor, which gives us the opportunity to host a private dinner for up to five Guild Associates. We do not have the total per sponsor yet, but will get that to you soon, and again we do not foresee that exceeding \$5000.

Please let me know if you have any questions at this time.

Agenda

Agenda information can be found on our website, [here](#). Agenda details will be updated as content is finalized, so be sure to check back for up to date information.

Hotel Information

The 2025 Annual Conference will be held at the Hyatt Regency Orlando in Orlando, FL.

Hotel Reservations: Click [here](#) to make a reservation. Or also call 402-593-5048 with code G-FEAX or mention the group name "SSG 2025"

The room block will close on February 18, 2025 or until block is sold out, whichever comes first.

Again thank you!!!

Colleen Eddy

Metro Regional Business Development Manager

Department of Employment and Economic Development
180 E 5th Street, Suite 1200, St. Paul, MN 55101

Direct: +1 651.259.7459 | Mobile: +1 651.279.3282

mn.gov/DEED | [Twitter](#) | [Facebook](#)



DEED acknowledges that all our locations stand on the land of the Dakota and Anishinaabe people. We honor the history of this land, the Native people who were here before us and who are still here today. We commit to learn and appreciate the rich culture of Native people and pledge to support Native communities and uplift their history.

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Site Selectors Guild Annual Conference

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Network at the Guild's Most Popular Event

Each year, the Guild holds its marquee Annual Conference event with all global Guild members in attendance. The cornerstone of the Annual Conference is knowledge sharing, an interactive exchange of ideas, and networking between Guild members, economic developers, and investment promotion professionals from around the world.

At the conference, the ratio of Guild members to economic development organization (EDO) participants is eight to one (eight attendees for one Guild member). Members plan all conference content, serve on panels and participate in interactive breakout sessions with conference attendees to share insights and foster discussion. Additionally, our awards program for the Annual Conference gives EDOs, their partners, and communities the opportunity to be recognized within the industry and receive complimentary registration.

See below for general registration, sponsorship opportunities, agenda, and other information.

EVENT DETAILS

Date & Time

March 12-14, 2025

Location

Orlando, FL

Venue

Hyatt Regency Orlando

[Register Here](#)



Agenda

Agenda

Sponsorships

General Registration

Upcoming Annual Conferences

Past Annual Conferences

All events are located at the Hyatt Regency Orlando hotel unless otherwise noted. Event locations, times and participation assignments are subject to change.

WEDNESDAY, March 12, 2025

11:00 AM – 5:00 PM | Conference Badge Pick-Up

Location TBD

11:00 AM – 1:00 PM | Presenting Sponsor event

(Private event for Presenting Sponsor & Guild Members)

Off-site

7:00 PM – 9:30 PM | Welcome Reception

Off-site

THURSDAY, March 13, 2025

7:00 AM – 8:00 AM | Breakfast

Location TBD

8:05 AM – 10:00 AM | Conference

Programming

Location TBD

10:00 AM – 10:30 AM | Break

Location TBD

10:30 AM – 11:30M | Breakout Sessions – block 1

Session topics, participating Guild Members & locations TBD

11:30 AM – 12:45 PM | Lunch, Ady Scholarship & ED Award Presentations and Conference

Programming

Location TBD

1:00 PM – 2:00 PM | Breakout Sessions – block 2

Same Guild Members & locations as previous block

2:15 PM – 3:15 PM | Conference Programming

Location TBD

3:15 PM – 3:45 PM | Break

Location TBD

3:45 PM – 4:45 PM | Conference

Programming

Location TBD

5:00 PM – 6:00 PM | Silver Sponsor Reception

(Private reception for Silver Sponsors & Guild Members)

Location TBD

6:00 PM – 7:00 PM | Happy Hour

Location TBD

FRIDAY, March 14, 2025

7:45 AM – 8:45 AM | Breakfast

Location TBD

8:45 AM – 9:45 AM | Conference

Programming

Location TBD

9:45 AM – 10:15 AM | Break

Location TBD

10:15 AM – 11:15 AM | Conference

Programming

Location TBD

11:15 AM – 11:30 AM | Conference Conclusion

Location TBD

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Participating Guild Members

- Start Over
- Trip Summary**
- Review & Pay
- Confirmation

Trip Summary

Outbound	DL4229 ¹ , DL2225	HIB ▶ MCO
Change Flight	Tue, Mar 11 10:45am - 5:06pm Main	1 stop 5h 21m
Return	DL1208, DL4236 ¹	MCO ▶ HIB
Change Flight	Fri, Mar 14 1:00pm - 5:42pm Main	1 stop 5h 42m

Changeable / Nonrefundable



Delta Comfort+®

All the benefits of Main Cabin, plus

More legroom

Board early & deplane quickly

\$170.00

1 left at this price

Per Person*

UPGRADE



Feedback



All the Benefits of ComfortSM, plus

Spacious Seat with Extra Legroom and Reclining

Sky PrioritySM Check-in and Security Access, Where Available

\$ 799.99

UPGRADE

4 left at this price

View Seats

View a map of the plane and select your seats

SELECT SEATS



WELCOME OFFER

Earn A ~~\$200~~ \$500 Statement Credit And 40,000 Bonus Miles*

Plus, get your First Checked Bag Free on Delta flights along with Zone 5 Priority Boarding so you can settle in sooner.

\$0 Intro Annual Fee For The First Year, Then \$150

*Statement Credit Issued Approximately 8-12 Weeks After You Make A Delta Purchase On Your New Card In Your First 6 Months. Instant Card Number is Not Guaranteed. See Terms Below.

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[Offer Terms](#)

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Learn More & Apply Now

Find Out If You're Approved - Before Any Impact To Your Credit Score.

AMEX Statement Credit*	-\$500.00
Total After Statement Credit	\$ 445.45 USD

Amount Due
(1 Passenger)

\$945.45 USD

As a SkyMiles Member,
you could earn:

4,240 Miles | \$848 MQDs

24 HR RISK-FREE CANCELLATION

CONTINUE TO REVIEW & PAY

See Terms Below.



SKYMILES EARNING

Delta-marketed or -ticketed flights earn miles based on ticket price (base fare plus any carrier-imposed surcharges). These are approximate miles and Medallion Qualification Dollars earned for the selected itinerary. Miles and MQDs will be posted to your SkyMiles account upon completion of the flight. You will not earn miles or MQDs on Basic Economy fares.

Miles and MQDs are earned by the passengers who are flying and have provided SkyMiles numbers. Promotional bonus miles are not included. Estimates are subject to change. All SkyMiles Program Rules apply.

GENERAL CONDITIONS OF PURCHASE

You agree to accept all Fare Rules, all Trip Extras Terms and Conditions, and all terms in the Contract of Carriage applicable to your ticket (**Domestic** for itineraries entirely within the United States, **Canada** for itineraries between the United States and Canada, or **International** for all other itineraries.)

Once your ticket is purchased, **Risk-Free Cancellation** may apply. No contract exists until you receive confirmation that payment was received and processed.

In addition, you understand that Delta Air Lines will pass personal data provided in connection with this booking to government authorities for security purposes. I accept the **Privacy Policy**

View **Fare Rules, Change & Cancellation Policies**. This ticket is **changeable / nonrefundable**. Fees may apply. If you do not show up for any flight in your itinerary without notifying us or changing/cancelling your flight before it departs, we will cancel all remaining flights in the itinerary and the ticket will have no remaining value.

The advertised price is not an offer and is subject to change. All prices are (USD) unless otherwise noted. You may see separate transaction to your credit card based on the vendors and the products you are purchasing. Amounts may vary depending on the rate of exchange at time of transaction. **Hazardous Materials**, In-Flight services and amenities may vary and are **subject to change**.

For customers that may require additional assistance during travel, please visit **Delta's Accessible Travel Services** for more information.

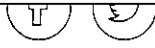
BAGGAGE ALLOWANCE

Final baggage fees will be assessed and charged at time of check in. By making this booking, you understand that flammables, batteries, explosives, and aerosols are prohibited from being included in all baggage. For full details, please review our **Baggage Policy**

↗ This link opens another site in a new window that may not follow the same accessibility policies as Delta Air Lines.

© 2024 Delta Air Lines, Inc. | Travel may be on other airlines.

Terms and conditions apply to all offers and SkyMiles benefits. See specific offer for details, and visit [SkyMiles Membership Guide & Program Rules](#)





Thank you for choosing to stay with Hyatt Hotels & Resorts

Confirmation: # 15850311

Hyatt Regency Orlando

9801 International Drive Orlando, 32819 United States
Tel: +1 407 284 1234

Reservation Summary

Check-in	Tue, Mar 11, 2025 04:00 PM
Checkout	Fri, Mar 14, 2025 11:00 AM
Guests	1 Guest
Rate	Ssg 2025 Annu...
Room	(1) 1 King Bed
Total Cash Per Room*	\$1,018.88
Tue, Mar 11	\$289.00
Wed, Mar 12	\$289.00
Thu, Mar 13	\$289.00
Subtotal	\$867.00
SERVICE CHARGE	\$8.67
RESORT FEE TAX	\$3.75
OCCUPANCY TAX	\$52.54
RESORT FEES	\$30.00
STATE TAX	\$56.92
Taxes & Fees	\$151.88

Guest Details

Name Elizabeth Olivanti

*Changes in taxes or fees will affect the total price.





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. Hibbing Area Chamber of Commerce Annual Dinner

120th

ANNUAL DINNER

FRIDAY | JANUARY 24th 2025

Minnesota North College
Hibbing Campus

Dear City of Hibbing,

The Hibbing Area Chamber of Commerce is proud to announce the 120th Annual Dinner will be on Friday, January 24th, 2024. This fundraising event supports our mission to create, protect, and enhance a healthy business environment for the benefit of our members and the entire community.

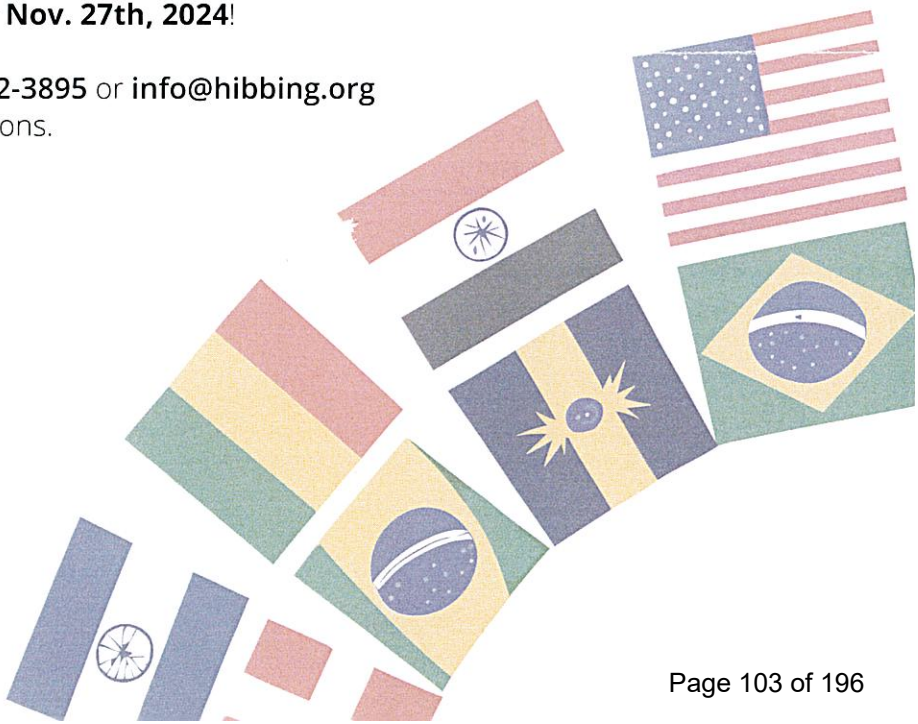
The Annual Dinner is our signature event and places your brand in front of hundreds of Minnesota's most influential businesses, organizations, and community leaders! This event has become the most prestigious social event of the season!

On the following page, you'll find details for each sponsorship level with exclusive opportunities to showcase your business. To register, please complete the attached form, contacting our office using the information below, or by scanning the QR Code. To take full advantage of your sponsorship level, register by **Nov. 27th, 2024!**

Please contact us at **(218) 262-3895** or **info@hibbing.org** if you have any further questions.

Sincerely,

**Hibbing Chamber
of Commerce**
109 E Howard St.
PO Box 727
Hibbing, MN, 55746
(218) 262 3895
info@hibbing.org





Request for Council Action

City Council Action

Approve the 2025 2am Liquor License of BTL Inc., DBA Mike's Pub

Description of Agenda Item

Approve the 2025 2am Liquor License of BTL Inc., DBA Mike's Pub

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the 2025 2am Liquor License of BTL Inc., DBA Mike's Pub

Attachments

1. Mike's Pub 2AM liquor license



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

Renewal for 2am License/Permit

License/Permit Type: 2AM-YR
 Permit Number: 76991

Expiration Date: 2/8/2025
 Business Telephone: 2184401213

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

Business Location
 413 E Howard St
 Hibbing

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

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

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

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

City Clerk/County Auditor Signature _____ Date _____

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

Licensee Signature B. Clumens

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

Date _____

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

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



Request for Council Action

City Council Action

Description of Agenda Item

Approve the 2025 Liquor Licenses Renewals (Pending current taxes, utilities, and insurance)

- 2025 On-Sale & Sunday
- 2025 Off-Sale
- 2025 Off-Sale Brew Pub
- 2025 Club On-Sale
- 2025 Wine On-Sale
- 2025 3.2 Beer On- Sale and Off-sale

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Every liquor license has to be vetted for payments of current taxes, utilities, and insurance. They get approved through council. City Clerk & the Police Chief sign the forms to send to the State.

Board/Commission/Committee Actions(s):

NONE

Budgetary/Fiscal Impact

Action Requested

Approve the 2025 Liquor Licenses Renewals (Pending current taxes, utilities, and insurance)

- 2025 On-Sale & Sunday
- 2025 Off-Sale

- 2025 Off-Sale Brew Pub
- 2025 Club On-Sale
- 2025 Wine On-Sale
- 2025 3.2 Beer On- Sale and Off-sale

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. DOC010625



LIABILITY COVERAGE WAIVER FORM

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

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member’s governing body, in consultation with its attorney if necessary. The decision has the following effects:

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

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

LMCIT Member Name: City of Hibbing

Check one:

The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting:

Signature:

Position:



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

Approve the 2025 Massage Therapy License of Paula Van Baalen , Ohana Therapeutic Massage
208 East Howard Street

Attachments

1. DOC010325

CITY OF HIBBING
MASSAGE THERAPY License

Fee: Payable to the City of Hibbing

<input type="checkbox"/>	Initial Application Fee (first time applying for City license)	\$50.00	
<input checked="" type="checkbox"/>	Establishment:	Annual License Fee	\$50.00
		Second or more place of business	\$50.00
<input checked="" type="checkbox"/>	Therapist:	Annual License Fee	\$50.00

Message Therapist Information:

Name: Paula JF Fink Van Bralen
First Middle Initial (Maiden) Last

Home Address: 2724 5th Ave W Hibbing MN 55746
Street City State Zip

Contact Number: 612 618 9171

Have you ever been convicted of or entered a plea of guilty to any crime or ordinance violation: If so, please explain time, place and nature of violation:

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

Business/Establishment Information:

Business Name: Ohana Therapeutic Massage

Business Address: 208 E Howard St Hibbing MN 55746
Street City State Zip

Business Phone Number: 218 263 1501


Applicant Signature

12-27-21
Date



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

Approve the 2025 Massage Therapy License of Tawney Welch, Ohana Therapeutic Massage, 208 East Howard Street

Attachments

1. DOC010325



CITY OF HIBBING
MASSAGE THERAPY License

Fee: Payable to the City of Hibbing

Table with 3 columns: Fee type, Description, Amount. Includes Initial Application Fee (\$50.00), Establishment Annual License Fee (\$50.00), and Therapist Annual License Fee (\$50.00).

Message Therapist Information:

Name: Tawney L Welch
Home Address: 307 1st Ave NW Chisholm MN 55719
Contact Number: 218 966-5393

Have you ever been convicted of or entered a plea of guilty to any crime or ordinance violation: If so, please explain time, place and nature of violation:

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

Business/Establishment Information:

Business Name: Ohana Therapeutic Massage
Business Address: 208 E Howard St Hibbing MN 55746
Business Phone Number: 218 263 1501

Applicant Signature: Tawney Welch
Date: 12/26/24



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. DOC010325



CITY OF HIBBING
MESSAGE THERAPY License

Fee: Payable to the City of Hibbing

Table with 3 columns: Fee Type, Description, Amount. Includes Initial Application Fee, Establishment Annual License Fee, and Therapist Annual License Fee.

Message Therapist Information:

Name: Dena N Vendetti Johnson
Home Address: 1931 9th Ave. E. Hibbing MN 55746
Contact Number: 218-929-9880

Have you ever been convicted of or entered a plea of guilty to any crime or ordinance violation: If so, please explain time, place and nature of violation:

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

Business/Establishment Information:

Business Name: Ohana Therapeutic Massage
Business Address: 208 E. Howard St. Hibbing MN 55746
Business Phone Number: 218-263-1501

Applicant Signature: Dena Johnson
Date: 12-27-24



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. DOC010325



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 Area Chamber of Commerce	
Type of Organization:	Non Profit	
Mailing Address:	109 East Howard Street	
City, State, Zip	Hibbing MN 55746	
Contact Person:	Shelly Hanson	Daytime Phone Number: 218-262-3895
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:	MN North Campus
Dates of Activity:	January 24, 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	<input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Other _____
Price Per Ticket:	-\$10
Total value of prizes to be awarded:	\$1500
Types of Prizes:	Merchandise and Gift Cards

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.

Shelly Hanson 12/30/24
 Organization Representative Date

- Registered as Excluded Raffle
- Send to Council for Approval



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. DOC010325



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:	Mesaba Concert Association	
Type of Organization:	Non-Profit 501(c)(3)	
Mailing Address:	PO Box 214	
City, State, Zip	Hibbing, MN 55746-0214	
Contact Person:	Joe Keyes	Daytime Phone Number: (218) 262-5206
Have you conducted other raffles this year	No	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Hibbing Elks Lodge #1022
Dates of Activity:	02/06/2025; 02/13/2025, 02/20/2025; and 02/27/2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	<input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Other Excluded Bingo
Price Per Ticket:	
Total value of prizes to be awarded:	
Types of Prizes:	

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.

Joe Keyes
 Organization Representative

12/29/2024
 Date

Registered as Excluded Raffle

Send to Council for Approval



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

Approve the Raffle Permit Application Request of the Hibbing Archery Club to hold their raffle on Thursday, April 3, 2025 at the Hibbing Archery Club

Raffle Permit # 25-01-03

Attachments

1. DOC010325

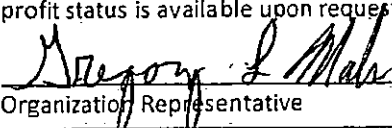


<p>RAFFLE REQUEST</p> <p><i>Excluded raffle = Total Prizes awarded \$1,500 per year or less</i> <i>Exempt raffle = Total Annual prizes over \$1,500 and under \$50,000 requires Minnesota form LG220</i></p>	<p>RAFFLE REGISTRATION FEE</p> <p>\$15.00 Payable to the City of Hibbing</p>
--	---

ORGANIZATION INFORMATION		
Name of Organization:	Hibbing Archery Club	
Type of Organization:	Non Profit	
Mailing Address:	PO Box 702	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Greg Maki	Daytime Phone Number: 218-966-6002
Have you conducted other raffles this year	No	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION	
Name of premises where gambling activity will be conducted: Hibbing Archery Club	
Dates of Activity: 4-3-2025	
Check Box or Boxes that Indicate the Type of Gambling Activity: <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Other _____	
Price Per Ticket: \$10.00	
Total value of prizes to be awarded: \$1500.00	
Types of Prizes: Pellet Smoker Grill, Dewalt Battery Chainsaw, Cell Game Camera, Knife Set, Gift Cards	

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.


12/20/2024
 Organization Representative Date

- Registered as Excluded Raffle
- Send to Council for Approval



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. DOC010725



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Hibbing Chisholm Youth Hockey Association
 Date of organization:
 Tax exempt number:

Organization Address (No PO Boxes): PO Box 193
 City: Hibbing
 State: Minnesota
 Zip Code: 55746

Name of person making application: BRITTANY
 Business phone: FISHER
 Home phone: 218.248.4319

Date(s) of event: FEBRUARY 1, 2025
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: DARA SWANSON
 City: HIBBING
 State: MN
 Zip Code: 55746

Organization officer's name: BRITTANY FISHER
 City: HIBBING
 State: MN
 Zip Code: 55746

Organization officer's name:
 City:
 State: MN
 Zip Code:

Location where permit will be used. If an outdoor area, describe.
 MINNESOTA NORTH COLLEGE, 1515 E 25TH STREET HIBBING, MN 55746

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 PALMER'S TAVERN, 1717 3RD AVE EAST, HIBBING, MN 55746

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Badger Mutual \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Hibbing

 City or County approving the license

1/8/2025

 Date Approved

\$35.00

 Fee Amount

February 1, 2025

 Permit Date

Event in conjunction with a community festival Yes No

candieseppala@hibbingmn.gov

 City or County E-mail Address

16,277

 Current population of city

Candie Seppala

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

Set the Hibbing City Council Working Session for Wednesday, January 15, 2025 at 5:00 p.m. to discuss the Hibbing Public Safety Building

Attachments

None



Request for Council Action

City Council Action

Set the next Regular Hibbing City Council Meeting for Wednesday, January 22, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Description of Agenda Item

Set the next Regular Hibbing City Council Meeting for Wednesday, January 22, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Set the next Regular Hibbing City Council Meeting for Wednesday, January 22, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Attachments

None



Request for Council Action

City Council Action

Set the next Hibbing City Council Workshop for Wednesday, January 22, 2025 following the Regular Hibbing City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

Description of Agenda Item

Set the next Hibbing City Council Workshop for Wednesday, January 22, 2025 following the Regular Hibbing City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Set the next Hibbing City Council Workshop for Wednesday, January 22, 2025 following the Regular Hibbing City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

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

Set the next Joint Workshop Meeting with the Hibbing City Council and the Hibbing School Board for Wednesday, February 5, 2025 at 3:45 p.m. in the Hibbing City Hall Council Chamber

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. 25 01 05 STREETLIGHTING
2. HPU Streetlight Replacement Letter of Support Letterhead

At the Hibbing City Council meeting held January 8, 2025, at 5:00 P.M., in the Hibbing City Council Chamber, Councilor _____ offered the following Resolution and moved its adoption:

**CITY OF HIBBING
COUNTY OF ST. LOUIS
STATE OF MINNESOTA**

RESOLUTION 25-01-05

RESOLUTION OF SUPPORT FOR THE STREETLIGHT REPLACEMENT PROJECT

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) established the Carbon Reduction Program (CRP) which provides federal funds for projects designed to reduce carbon emissions from surface transportation; and

WHEREAS, the U.S. DOT provides Minnesota with approximately \$20.9 million annually over five years to fund projects across the state, with some funds allocated proportionally based on population; and

WHEREAS, the Hibbing Public Utilities Commission (HPUC) proposes submitting a funding application to the CRP to replace approximately 500 streetlights within the City of Hibbing, Minnesota with Light Emitting Diode (LED) streetlights to significantly reduce energy usage; and

WHEREAS, streetlight replacement will take place in 2027 and will reduce the level of energy used by streetlights in the City of Hibbing, increase safety for drivers, pedestrians, and bicyclists traveling at night, and encourage active transportation modes; and

WHEREAS, if awarded funding, HPUC would be responsible for the replacement of 500 High-Pressure Sodium (HPS) with LED bulbs.

THEREFORE, BE IT RESOLVED, that the Hibbing City Council supports HPUC's application to the CRP for the Street Light Replacement Project; and

RESOLVED FURTHER, that the Hibbing City Council commits to cooperatively working with the HPUC to provide municipal consent for the Street Light Replacement Project.

Passed and adopted by the City Council of the City of Hibbing this 8th day of January, 2025.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAIN:

ABSENT:

CITY OF HIBBING
RESOLUTION NO. 25-01-05
JANUARY 8, 2025

Passed and adopted by the Hibbing City Council of the City of Hibbing this 8th day of January, 2025.

CITY OF HIBBING

Candie Seppala,
City Clerk-Deputy Administrator

Pete Hyduke, Mayor

CITY OF HIBBING
RESOLUTION NO. 25-01-05
JANUARY 8, 2025



Dear HPUC Chair Hart,

On behalf of the city council, I am writing to express my strong support for Hibbing Public Utilities' (HPU) desire to accelerate its plan to convert our community's 2,000+ streetlights from High Pressure Sodium (HPS) luminaires to Light Emitting Diode (LED) bulbs. This initiative represents a forward-thinking step that will bring numerous benefits to our community, both economically and environmentally.

I understand that HPU is requesting \$720,000 in funding to complete Phase 1 of a Streetlight Replacement Project. If awarded, funding for this initial phase I would allow for the replacement of approximately 500 luminaires with LED bulbs.

We urge you to give this request serious consideration for several reasons:

- **Energy Efficiency and Cost Savings** - LED lighting is renowned for its superior energy efficiency, consuming significantly less electricity compared to traditional sodium vapor lights. This reduction in energy usage will translate to substantial cost savings for HPU over time. By lowering electricity bills, these funds could be allocated to other critical community needs.
- **Longevity and Reduced Maintenance** - LED bulbs have an average lifespan of 50,000 to 100,000 hours, far surpassing that of sodium vapor lights. This durability means fewer replacements and lower maintenance costs. It also reduces disruptions caused by frequent bulb outages, ensuring that our streets remain well-lit and safe.
- **Enhanced Visibility and Safety** - LED lights provide brighter and more uniform illumination, improving visibility for pedestrians, cyclists, and drivers. Their superior color rendering makes it easier to distinguish colors and objects at night, contributing to enhanced public safety and a reduction in accidents and crime.
- **Economic and Community Impact** - Beyond the direct cost savings, this transition can serve as a catalyst for other sustainability projects, promoting a greener and more modern community image. It also demonstrates a commitment to using ratepayer funds responsibly and effectively.

In conclusion, replacing sodium vapor streetlights with LED bulbs is a transformative opportunity that aligns with our goals of safety, fiscal responsibility, and sustainability. I strongly encourage your organization to prioritize this change for the benefit of our community.

Thank you for considering this important initiative. Please feel free to reach out if additional support or information is needed.

Sincerely,

Pete Hyduke, Mayor
City of Hibbing



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

offer RESOLUTION NO. 25-01-01 to REINSTATE THE CITY OF HIBBING'S LOCAL BOARD POWERS

Description of Agenda Item

A resolution needs to pass In order to reinstate the local board of review to allow the Hibbing City Council to hold the local meeting.

Strategic Initiative

The goal is to have all City Council Members take the training and certify to the Department of Revenue. The Council must have a trained member by February 1, 2025 to hold the local board of appeal and equalization meeting in 2025.

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Offer RESOLUTION NO. 25-01-01 TO REINSTATE THE CITY OF HIBBING'S LOCAL BOARD POWERS

Attachments

1. 25 01 01 local board of review

At the Hibbing City Council meeting held January 8, 2025, at 5:00 P.M., in the Hibbing City Council Chamber, Councilor _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-01-01

**RESOLUTION TO REINSTATE THE CITY OF HIBBING'S
LOCAL BOARD POWERS**

A RESOLUTION OF THE CITY OF HIBBING, MINNESOTA, TO ESTABLISH A LOCAL BOARD OF APPEAL AND EQUALIZATION PURSUANT TO MINNESOTA STATUTE 274.014, SUBD. 3, PARAGRAPH C.

Whereas, the City of Hibbing is authorized to serve as the local board of appeal and equalization pursuant to Minnesota Statute 274.01; and

Whereas, the City of Hibbing's powers to act as the local board of appeal and equalization were transferred to the County of St. Louis pursuant to Minnesota Statute 274.014, Subd. 3, paragraph a; and

Whereas, said statute provides for the reinstatement of the governing body of the city or town to serve as the local board of appeal and equalization by resolution of said city council/town board and upon proof of compliance with Minnesota Statute 274.014, Subd. 2:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Hibbing, Minnesota, to establish the City Council as the local board of appeal and equalization pursuant to the above-referenced statutes.

Passed and adopted by the City Council of the City of Hibbing this 8th day of January, 2025.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAIN:

ABSENT:

Passed and adopted by the Hibbing City Council of the City of Hibbing this 8th day of January, 2025.

CITY OF HIBBING

Candie Seppala,
City Clerk-Deputy Administrator

Pete Hyduke, Mayor

CITY OF HIBBING
JANUARY 8, 2025
RESOLUTION NO. 25-01-01



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

2023 Strategic Plan High Priority Goal #5: Acquire more property for Economic Development

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

1.01. The City and the Hibbing Economic Development Authority (the “EDA”) are considering establishing a Tax Increment Financing District which is anticipated to include certain blighted and underused real property located at 2810 Diane Lane, Hibbing, Minnesota and adjacent roads and rights of way (the “TIF District”) pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”).

1.02. The City or the EDA may incur certain costs related to the TIF District which may be financed on a temporary basis from available City or EDA funds.

1.03. Under Section 469.178, Subdivision 7 of the TIF Act, the City and the EDA are authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act.

1.04. The City has determined that it or the EDA may pay for administrative costs associated with the establishment of the TIF District and certain other costs incurred in connection with the proposed development of the TIF District, including but not limited a study of blighting conditions, engineering, land and building acquisition of the property located at 2810 Diane Lane, demolition and site preparation costs (the “Costs Advances”) on a temporary basis from the City’s Land Acquisition Fund or any other fund from which such advances, from time to time, may be legally made (the “Fund”) as an interfund loan pursuant to Minnesota Statutes, Section 469.178, Subd. 7.

1.05. The City hereby designates the Costs Advances as an interfund loan in accordance

with the terms of this resolution and the TIF Act.

Board/Commission/Committee Actions(s):

Refer to HEDA

Budgetary/Fiscal Impact

Action Requested

Approve Resolution 25-01-02 Authorizing Internal Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District

Attachments

1. RES-25-01-02-CoH 2810 Diane Lane City Interfund Loan Resolution

At the regular City Council meeting held January 8, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

**CITY OF HIBBING, MINNESOTA
RESOLUTION NO. 25-01-02**

**AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS
IN CONNECTION WITH A TAX INCREMENT FINANCING DISTRICT**

BE IT RESOLVED By the City Council of the City of Hibbing, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City and the Hibbing Economic Development Authority (the “EDA”) are considering establishing a Tax Increment Financing District which is anticipated to include certain blighted and underused real property located at 2810 Diane Lane, Hibbing, Minnesota and adjacent roads and rights of way (the “TIF District”) pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”).

1.02. The City or the EDA may incur certain costs related to the TIF District which may be financed on a temporary basis from available City or EDA funds.

1.03. Under Section 469.178, Subdivision 7 of the TIF Act, the City and the EDA are authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act.

1.04. The City has determined that it or the EDA may pay for administrative costs associated with the establishment of the TIF District and certain other costs incurred in connection with the proposed development of the TIF District, including but not limited a study of blighting conditions, engineering, land and building acquisition of the property located at 2810 Diane Lane, demolition and site preparation costs (the “Costs Advances”) on a temporary basis from the City’s Land Acquisition Fund or any other fund from which such advances, from time to time, may be legally made (the “Fund”) as an interfund loan pursuant to Minnesota Statutes, Section 469.178, Subd. 7.

1.05. The City hereby designates the Costs Advances as an interfund loan in accordance with the terms of this resolution and the TIF Act.

Section 2. Repayment of Interfund Loan.

2.01. The City will reimburse itself or the EDA for the Costs Advances including without limitation (i) administrative costs incurred prior to the establishment of the TIF District, subject to

the limitations of the TIF Act, and (ii) certain costs incurred in connection with a study of blighting conditions, engineering, land and building acquisition of the property located at 2810 Diane Lane, demolition and site preparation costs in an aggregate principal amount not to exceed the greater of **\$1,000,000** or the adopted and, if applicable, amended Tax Increment Financing Plan budget for the TIF District (the “Interfund Loan”), together with interest at the rate of 8.0%, which is the rate determined in accordance with Minnesota Statutes, Section 469.178, Subdivision 7 as the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time the Interfund Loan, or any part of it, is first made; provided, however, the Finance Director/Treasurer is authorized to specify a lower rate.

2.02. Principal and interest (“Payments”) on the Interfund Loan shall be paid annually on February 1 (the “Payment Date”), commencing on the first Payment Date on which the City or the EDA has received Available Tax Increment (defined below), or on any other dates determined by the Finance Director/Treasurer, through the date of last receipt of tax increment from the TIF District (the “Maturity Date”).

2.03. Payments on the Interfund Loan will be made solely from the tax increment from the TIF District received by the City or the EDA from St. Louis County in the 12-month period before any Payment Date, net of the amount paid under any agreement with a private developer or otherwise pledged to the payment of any obligation (the “Available Tax Increment”). Payments shall be applied first to accrued interest, and then to unpaid principal, unless otherwise specified by the City Finance Director. Interest accruing from the Loan Date will be compounded semiannually on February 1 and August 1 of each year and added to principal, unless otherwise specified by the City Finance Director. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes, or contracts secured in whole or in part with available tax increment, and are on a parity with any other outstanding or future interfund loans secured in whole or in part with available tax increment.

2.04. The principal sum and all accrued interest payable under this resolution is pre-payable in whole or in part at any time by the City or the EDA without premium or penalty.

2.05. This resolution is evidence of an internal borrowing by the City or the EDA in accordance with Section 469.178, subdivision 7 of the TIF Act, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. The Interfund Loan shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City or the EDA. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of Available Tax Increment. Neither the City nor the EDA shall have any obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination or expiration of the TIF District.

2.06. The City or the EDA, as applicable, may at any time make a determination to forgive the outstanding principal amount and accrued interest on the Interfund Loan, in whole or in part, on any date from time to time, to the extent permissible under law.

2.07. The City may from time to time amend the terms of this Resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subd. 7 of the TIF Act.

Section 3. Effective Date. This resolution is effective upon adoption.

The motion for the adoption of the foregoing Resolution was duly seconded by Council _____, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 8th day of January, 2025.

ATTEST:

CITY OF HIBBING

Candie Seppala, City Clerk/Deputy Admin

Pete Hyduke, Mayor

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing Economic Development Authority at its regular meeting held on Monday, August 19, 2024.

(City seal)

Candie Seppala, City Clerk/Deputy Administrator



Request for Council Action

City Council Action

Request to add funds from undesignated to the land acquisition fund (406).

Description of Agenda Item

Request to add funds from undesignated to the land acquisition fund (406).

Strategic Initiative

2023 Strategic Plan High Priority Goal #5: Acquire more property for Economic Development.

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Sheena Mulner, Finance Director - Treasurer, 218-312-1602, sheenamulner@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

During the 2023 Strategic Planning process, a short-term goals platform and workplan was developed to guide the organization in the coming years. The high priority goals were identified by a majority of the Council as top priority and also received support from City Staff. High priority goal #5 is to acquire more property for economic development. Thus, the land acquisition fund must be maintained to ensure the ability to purchase property that supports the strategic vision of the city of Hibbing.

The current fund balance at the end of 2024 was approximately \$335,000 with planned expenditures of \$450,000 through the end of 2027. Thus, it is prudent to allocate additional funds from the undesignated fund balance to the land acquisition fund at this time.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

Option A: Transfer \$1,000,000 to ensure adequate resources are available for future purchases to support Strategic Plan as approved

Option B: Transfer a lesser amount to allow for purchase of 2810 Diane Lane and keep the fund whole (minimum of \$350,000 req'd)

Action Requested

Approve the addition of funds from undesignated to the land acquisition fund (406), specifying

amount for transfer

Attachments

None



Request for Council Action

City Council Action

Approve the RESOLUTION NO. 25-01-03 TO AUTHORIZE A TRANSFER OF FUNDS FROM THE LAND ACQUISITION FUND TO HIBBING ECONOMIC DEVELOPMENT AUTHORITY to purchase 2810 Diane Lane, Hibbing MN, 55746 in the amount of \$215,000.

Description of Agenda Item

Approve the RESOLUTION NO. 25-01-03 TO AUTHORIZE A TRANSFER OF FUNDS FROM THE LAND ACQUISITION FUND TO HIBBING ECONOMIC DEVELOPMENT AUTHORITY to purchase 2810 Diane Lane, Hibbing MN, 55746 in the amount of \$215,000.

Strategic Initiative

2023 Strategic Plan High Priority Goal #5: Acquire more property for Economic Development

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

In 2023, the City Council and the Hibbing Housing and Redevelopment Authority collaborated on a Housing Needs Analysis which identified a number of factors for the need for additional housing units and preservation of current housing units:

- Low vacancy rates across all products/price points for rental units
- 96% of Market Rate units at 50% average median income (naturally occurring affordable housing – NOAH)
- Lack of new rental housing driving NOAH to high percentage of units
- Lot inventory for new construction is sufficient for near-term, only (93 lots vacant with ~100 units/year needed through 2035)
- Lack of entry level & move-up housing stock available
- Need for 60+ new multifamily housing units
- Demand for over 1,200 new housing units through 2035 which, is equally divided between general-occupancy housing (48%) and age-restricted senior housing (52%)

Further, the City Council undertook a Strategic Planning Initiative in April of 2023 which outlined the following values and goals for housing: 1) Core Strategy #2: Well-rounded, Strong Quality of Life - Quality housing stock that is affordable and accessible and 2) Core Strategy #5: Safe, Secure, and Valued Community - Everyone feels they are an integral and involved part of

the community, Safe place to live and raise a family.

Therefore, the city council has expressed interested in adding additional housing units to the city and is pursuing several projects to do so. Thus, when the former Jefferson School site came to the attention of city staff and officials as a potential property to repurpose for housing, the HEDA Board undertook a project to consider repurposing the Jefferson School in the hopes to attract a developer to redevelop this former school building into housing. This work is ongoing and the time has come to purchase the site to continue a redevelopment plan.

Board/Commission/Committee Actions(s):

Refer to HEDA for purchase.

Budgetary/Fiscal Impact

\$215,000 from the land acquisition fund.

Action Requested

Approve the resolution to transfer funds to HEDA.

Attachments

- 1. Res-25-01-03-Authorize-Transfer-of-Funds

At the regular City Council meeting held January 8, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-01-03

RESOLUTION TO AUTHORIZE A TRANSFER OF FUNDS FROM THE LAND ACQUISITION FUND TO HIBBING ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, in 2023, the City Council and the Hibbing Housing and Redevelopment Authority collaborated on a Housing Needs Analysis which identified several factors for the need for additional housing units and preservation of current housing units:

- Low vacancy rates across all products/price points for rental units
- 96% of Market Rate units at 50% average median income (naturally occurring affordable housing – NOAH)
- Lack of new rental housing driving NOAH to high percentage of units
- Lot inventory for new construction is sufficient for near-term, only (93 lots vacant with ~100 units/year needed through 2035)
- Lack of entry level & move-up housing stock available
- Need for 60+ new multifamily housing units
- Demand for over 1,200 new housing units through 2035 which, is equally divided between general-occupancy housing (48%) and age-restricted senior housing (52%); and,

WHEREAS, the City Council undertook a Strategic Planning Initiative in April of 2023 which outlined the following values and goals for housing: 1) Core Strategy #2: Well-rounded, Strong Quality of Life - Quality housing stock that is affordable and accessible and 2) Core Strategy #5: Safe, Secure, and Valued Community - Everyone feels they are an integral and involved part of the community, Safe place to live and raise a family; and,

WHEREAS, the City Council has expressed interested in adding additional housing units to the city and is pursuing several projects to do so; and,

WHEREAS, the HEDA Board undertook a project to consider repurposing the Jefferson School in the hopes to attract a developer to redevelop this former school building into housing; and,

WHEREAS, this work is ongoing and the time has come to purchase the site to continue a redevelopment plan; and,

WHEREAS, the negotiations have taken place whereby HEDA would purchase the parcel from the respective owners and the purchase price this parcel would be a total of \$215,000.00; and,

WHEREAS, The City Council believes that the purchase of said parcel and to redevelop it, is in the best interest of the City of Hibbing.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Hibbing hereby agrees with the concept of the Hibbing Economic Development Authority (HEDA) to purchase the parcel above described from its respective owners, and that the Council hereby authorizes \$215,000.00 from the City's Land Acquisition Fund be transferred to HEDA to facilitate the purchase.

The motion for the adoption of the foregoing Resolution was duly seconded by Councilor _____, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 8th day of January, 2025.

CITY OF HIBBING

ATTEST:

Pete Hyduke, Mayor

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, July 10, 2024.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-01-03
January 8, 2025



Request for Council Action

City Council Action

Authorize the Mayor and City Clerk-Deputy Administrator to sign the Facility Lease Agreement with Arrowhead Transit for lease of garage and office space.

Description of Agenda Item

Authorize the Mayor and City Clerk-Deputy Administrator to sign the Facility Lease Agreement with Arrowhead Transit for lease of garage and office space.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

We met with MNDOT and MMB earlier this week, and they had some revisions to the use agreement that was approved last meeting so this will be approving the revisions.

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

Action Requested

Authorize the Mayor and City Clerk-Deputy Administrator to sign the Facility Lease Agreement with Arrowhead Transit for lease of garage and office space.

Attachments

1. Request for City Council Action - Transit Use Agreement



Request for City Council Action

City Council Action

Approved

Denied

Amended

Tabled

Attachments: Resolution 25-01-

Main Agenda X

Consent Agenda

Description of Agenda Item: Authorize the Mayor and City Clerk-Deputy Administrator to sign the Facility Lease Agreement with Arrowhead Transit for lease of garage and office space.

Strategic Initiative: Continue to provide a temporary location for Arrowhead Transit to operate out of until their facility is ready to move in.

Owner of Agenda Item/Department/email address/Phone: Sheena Mulner/Finance/sheenamulner@hibbingmn.gov/218-312-1602

Introduction/Background/Justification/Key Issues/Legal: In order for Arrowhead Transit to temporarily operate out of our facility in 2025, a use agreement needs to be in place per MMB. The earlier lease we signed did not meet all the use agreement checklist requirements.

Board/Commission/Committee Actions(s): None

Budgetary/Fiscal Impact: Rents received will cover utilities and insurance premium.

Action Requested: Authorize signatures.



Request for Council Action

City Council Action

Description of Agenda Item

Approve the construction documents for the Carey Lake Campground as presented and allow city staff and Barr Engineering to advertise for bids on the project.

Strategic Initiative

Well-rounded, strong quality of life

- Modern facilities for recreation and wellness making the city a healthy place families want to live.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Approve the construction documents for the Carey Lake Campground as presented and allow city staff and Barr Engineering to advertise for bids on the project.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Requesting council approval.

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

Light after loss Minnesota and the Bereaved Mother's Group in partnership with the City of Hibbing are requesting a portion of Sargent Park (11th Ave E) with the hopes of fundraising to develop a memorial for families who have experienced a pregnancy, infant, or child loss. (See attached project request for project details).

This project plans to include the Angel of Hope statue as its center piece, memorial wall, as well as future plans of walking paths and benches.

City staff has discussed the project internally and also had a sit-down meeting the the project organizers to discuss the project. After discussions with the group, our selection committee would like to recommend for approval and allow for the group to begin plans for the project. The City will be the managers of the project and will have final say on final design before any construction begins.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

None at this time. Light after loss and the Bereaved Mother's Group will begin fundraising for the project.

Action Requested

Requesting council approval

Attachments

1. DOC010225



City of Hibbing Community Project Request Form

Hibbing Memorial Building • 400 East 23rd Street • 218-362-5951

City Services Department Mission Statement

To enhance the quality of life of our citizens through its parks, facilities, and recreational opportunities to promote a healthy and enjoyable lifestyle for all.

How to apply

Save this form and complete it on a computer, or print a hard copy and complete it by hand. Then submit it by:

- Emailing it as an attachment to nickarola@hibbingmn.gov
- Bringing a hard copy to the City Services Office, 400 East 23rd St, Hibbing, MN 55746
- Mailing a hard copy to the City of Hibbing, Attn: City Services 400 East 23rd St, Hibbing, MN 55746

Supporting Parks and Recreation Mission *

Light After Loss Mn and the Bereaved Mother's Group, a registered and Hibbing-based 501(3)(c) and community group, requests a plot of land to create a memorial garden that acknowledges and supports families who have experienced a pregnancy, infant, or child loss. Citizens in the town of Hibbing deserve to have an area to honor and remember the innocent lives who have passed away, creating a serene and reflective space for families and the community to find solace and remember the joy these children brought into our lives. This memorial will serve as a symbol of our collective love and enduring hope, ensuring their memory lives on in the heart of our city. The memorial garden would enhance the quality of life for those who have experienced loss by providing a space for them to honor and respect their lost ones while receiving community support and recognition for their loss. The memorial garden would also enhance the quality of life

Briefly describe how the project supports the mission and vision.

Applicant Name*

Nina	Pleshe
First	Last

Applicant Address

115 Hematite St		
Address Line 1		
Address Line 2		
Hibbing	mn	55746
City	State	Zip Code

Phone *

2187800163

Email *

lightafterlossmn@gmail.com

Preferred Method of Communication *

Phone Call Email

Organization / Company / Individual

Light After Loss Mn - EIN - 88-4288282 and the Bereaved Mother's Group

PROJECT DESCRIPTION

Project Title

Pregnancy, Infant, and Child Loss Memorial Garden

Select a title that provides a short description of the project.

Project Overview *

Light After Loss Mn and the Bereaved Mother’ s Group proposes a partnership with the City of Hibbing in the form of a donated plot of land and continued lawn maintenance (grass cutting) for a memorial garden that honors families who have lost a pregnancy, infant, or child.

This project plans to include an Angel of Hope statue / memorial wall, annual and perennial plants, as well as potential future plans of walking paths, benches and expansion of the garden.

Describe the proposal including a general description of the concept.

Desired Project Location *

Sargent Park - 11th Ave. East Hibbing, MN 55746

Provide the desired location of the project. Be specific and attach an image or map clearly identifying location(s).

Intended Users *

Families who have experienced a pregnancy, infant, or child loss will benefit from this project by having a space in the community to honor and respect their family member as well as receive community support while they are grieving. Families from surrounding communities will have opportunities to utilize this space, bringing

Describe the members of the public who would use and benefit from the proposal.

Timelines*

Secure Location - 2024

Apply for Culture and Tourism Grant through IRRB

Desired project start date, time needed to begin, duration of project, etc. Describe any specific events or grant deadlines that need to be considered in the timeline.

Committed Partners *

Light After Loss Mn - EIN - 88-4288282
Bereaved Mother's Group

List any committed partners and attach any letters of support.

SUPPORTING THE MISSION

Enhance the quality of life *

Having a pregnancy, infant, or child loss is an unimaginable life changing event. Being able to have a space to recognize the life that was lost as well as feel support from community members would promote healing and a sense of belonging. This could help enable those who have experienced a loss to continue with their lives and

Describe how the project improves the quality of life of our citizens.

Parks, Facilities, and Recreational Opportunities

This project promotes a sense of belonging for community members. Going through a loss and living with grief can be an isolating experience. This project would allow for people of the community, which includes mothers, fathers, siblings, grandparents, and other relatives to have a space to go that honors their loved ones.

Describe how the project adds or improves a recreational offering and or facility in Hibbing.

Duplication/Conflict with Current Amenities *

There are no current community pregnancy, infant or child loss memorial gardens. This project would not interfere with any current amenities. This project does not serve as burial site or space to spread ashes.

Describe any other amenities in our community that are of similar nature to the proposed project, or conflicts with existing amenities or programs. For example, would this project replace an existing amenity?

Benefit to the Public *

This project would benefit our community by providing a dedicated space for bereaved families to heal through acknowledgement of their lost loved ones using elements of nature. It would also show that the community cares about all of its members and shows support. This space could also serve as a space for the community

List examples of how this project will improve inclusiveness and enhance the quality of life in our community.

Natural Resource Preservation *

This project would promote the growth of native and naturalized plants, biodiversity, and wildlife in the form of annual and perennial flowers that would hopefully attract pollinators. The use of naturalized plants would allow a self-sustaining population of greenery, allowing for the reproduction of self-sustaining landscape without

Describe how the project impacts natural resources such as plants, wildlife, and water.

Design and Aesthetics *

An Angel of Hope Statue would be a center feature of this project with perennial and annual foliage surrounding it. Community members could have the opportunity to sponsor families and have specific plants for them.

With approval from the City of Hibbing, this project would include a collaboration with an architect / contractor to have a formal design completed.

Describe the design and visual impact of the project. Attach any supporting renderings or images.

MAINTENANCE AND OPERATIONS

The City of Hibbing relies on partnerships to improve, maintain, and operate park improvements.

Maintenance Plan *

Volunteers would maintain the garden by weeding, watering, and landscaping. Most plants, bushes, or florals planted would be self sustaining types.

Describe the proposed long & short term maintenance plans for the improvement, repair plans, and restoration plan for the project.

City Maintenance

The city would continue to mow Sargeant Park, which is an area that is currently mowed by the city. Appreciation would be given if the city would be willing to include this garden on their summer watering route, although not necessary.

Describe how this project will impact the general maintenance needs and the expectations from City staff to perform these duties.

Operations*

There is not a need for staffing or daily oversight. Volunteers would provide check-ins and maintenance of the garden. Plants and flowers will be decided based on longevity and native to the area. Light After Loss Mn carefully tracks all costs and donations and will report on these items through their nonprofit organization.

Describe the operations plan for the project such as staffing, daily oversight, reporting, marketing, etc.

Attach any additional project drawings, site plans, maps, photos, budgets on a separate sheet.

FINANCIAL INFORMATION

Project Budget/Funding Sources *

The applicant is solely seeking a donated plot of land for creation of the garden.

All other costs, such as the Angel of Hope Statue, plants, etc. will be funded through donations and possible grants given to Light After Loss Mn.

Provide budget details, funding sources and uses of funds, and attach a full project budget on a separate sheet. Is the applicant seeking City funding or resources to support the project.

Economic Impact *

A memorial garden would have the potential to bring new people into the community, and increase property values which would help the overall economy. Light After Loss Mn and the Bereaved Mother's Group are community driven providing support for Hibbing and surrounding areas. Memorial events could also be held in this area. When families visit our memorial garden, local businesses, gas stations, and restaurants could see a benefit. We plan for our garden to become a landmark to visit in the Arrowhead. This is a space that will be accessible for all generations to heal and create memories. Bringing in new people could allow current businesses to see new customers as well as promote a positive inclusive aspect of the City of Hibbing.

Describe the direct or indirect financial benefit to the City of Hibbing. Examples include: payment of rent or fees, etc.

Once complete, submit this application form by:

- Emailing it as an attachment to nickarola@hibbingmn.gov
- Bringing a hard copy to the City Services Office, 400 East 23rd Ave, Hibbing MN 55746
- Mailing a hard copy to the City of Hibbing, Attn: City Services 400 East 23rd St, Hibbing, MN 55746

THANK YOU!



How much money do I need to raise?

The price of an Angel statue is \$18,000 which includes delivery fees. Be assured that all fees have been carefully negotiated to ensure the highest quality and lowest price and that Richard Paul Evans, Inc and The Christmas Box House International receive no profit from these monuments. The above amount does not include the cost of the Angel's base. You may contact your local monument company for a customized foundation. Our experience has shown that the price will range from \$3,000 to \$6,000.

Note: All costs are subject to change.

What are the dimensions of the Angel?

The Angel is 4' 3" tall and has a wingspan of 5' 2". The diameter of its base is 22".

What is the Angel made of?

The Angel is 1/2" thick bronze from her feet up and is mostly hollow. There are metal grommets on the bottom of the angel so it can be secured to a pedestal of your choice. It is best to use stainless steel rebar when attaching the angel to the base.

Are there any other costs I should be aware of?

In addition to raising money for the Angel's base, you will need to be mindful of all land costs. To date, all communities have had the land donated. Also, you will be responsible for the cost of the inscription on the Angel's base.

After we have ordered an Angel, how long does it take for us to receive it?

It takes three months, depending on the foundry's workload.

Are there any additional responsibilities associated with the Angel?

We encourage you to join others throughout the United States who host a candlelight ceremony at The Christmas Box Angel Monument on December 6th, at 7:00 p.m. The vigil is a public gathering for anyone who has lost a loved one. You will find more information pertaining to the vigil in the Angel folder.

Who do I contact if I have another question?

If you have additional questions or would like to find out how to help, contact Lisa Johnson at: lisa@richardpaulevans.com or call 801-201-1991.

- Phasing of the project - IRRR Tower, design, engineering, statue
- Fundraising

Steven E. Breitbarth, *M. Div., LMFT*
Retired Clergy
MN Licensed Marriage & Family Therapist #0262
Critical Incident Stress Management (CISM) Facilitator
Diplomate International Police Chaplains (ICPC) Police Chaplain
ICPC Former Regional Director
LCMS Ecclesiastically Endorsed Emergency Service Chaplain
LCMS Disaster Response Chaplain
Chairman MN North District Investigative Team
3535 7th Ave. East
Hibbing, MN 55746
[s. breitbarth@mchsi.com](mailto:s.breitbarth@mchsi.com)
(218) 929-1110 (cell)

July 24, 2024

Re: Memorial for infant & child loss

It has come to my attention that there currently is an effort to establish a Memorial Statue & Memorial Garden to recognize infant and child losses due to miscarriages, stillbirths and child deaths. As both a retired Clergy and a current MN Licensed Therapist who has done (and continues to do) extensive Grief counseling and support, I whole heartedly see and support the need for this Memorial. The proposed site for the memorial currently is Sargent Park in Hibbing.

When a parent loses a child due to death it is not only the loss of a human being but also a loss of a dream. While it has been said that the family can go to the Cemetery, the Cemetery at times does not provide the private environment which would be conducive to the grieving process.

A Memorial in a quiet place offers the place to give honor and respect to the loss necessary for the healing process.

Steve Breitbarth, MN LMFT #0262

July 31st. 2024

To whom it may concern,

I am writing this letter in support of the application for the Angel of Hope statue in Hibbing. As a primary care physician, I deal with families who have lost children all too often. Their grief and suffering is beyond comprehension for most of us. It is important to have a memorial garden that is not connected to a cemetery that would provide a peaceful and serene place for them to visit and be able to connect positively with their little ones.

The angel statue honors the lives of all children gone too soon and serves as a place of hope and healing for parents, families, and friends dealing with the tragic loss of a child. In addition to representing hope to all parents who have endured the death of a child, there will be a grave site for parents that do not have one. It would be a symbol of hope. A place to reflect, a place of healing, and a special place for people to grieve. There will be a great spiritual wonder in this memorial statue. This Angel of Hope will be a symbol that will represent and honor our children.

As a practicing medical professional of this community, I feel this would be a great way to show support to our families who have suffered such a loss. As a mother who has suffered such a loss, this would be a place to remember that my loss is not forgotten.

Sincerely,

Joslyn Cook APRN, CNP



City Hall

316 West Lake Street
Chisholm, MN 55719

Tel: (218)254-7900 Fax: (218)254-7955

www.ci.chisholm.mn.us

July 26, 2024

Dear Hibbing City Council and Mayor,

I am writing to support the work of the Light After Loss, MN and the Bereaved Mother's Group with their community project to provide a peaceful and serene space for families that have endured the loss of a child. The donation of the land at Sargent Park will allow them to start creating this space for families to visit and allow the community to provide a memorial garden.

This project is a value to the community and the surrounding areas, I look forward to seeing it grow and provide support to those that need it.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Skraba".

Stephanie Skraba
Chisholm City Administrator

My name is Kimberly Walters. I am a licensed social worker and a mom to 4 babies (2 of which live only within my heart). Typically, when a loved one dies, a memorial space is created where you can go visit and remember them. This is not often the case when a mother loses her baby.

When I experienced my first pregnancy loss, it was abrupt and traumatic. I went to the hospital pregnant and left with an empty womb and broken heart. I wasn't given an opportunity for closure, and I felt very alone. I suffered complicated grief and depression for a long time due to this loss. I couldn't properly grieve, and it felt like the life I loved didn't matter.

When I had my second loss, I was given the opportunity to have some closure. The hospital provided a small care package with resources and a memory box that I was able to keep. Someone also made me a small memorial stone for both of my babies that I was able to place in a special space and visit when I needed to. Having a physical space to remember them really helped my healing process. I felt much more supported, and like their lives did have meaning.

A memorial park would provide other bereaved mothers with the opportunity to have a space to grieve and feel connected to their lost loved one. It would also show them that their loss does matter, and that they are not alone in their experience. I fully support the request to create a memorial park in Hibbing for bereaved mothers and kindly request that you support this request as well.

Respectfully,
Kimberly Walters



Request for Council Action

City Council Action

Description of Agenda Item

Approve the Hibbing Speedway Lease, Revitalization, and Racing Event Agreement with XR Events.

Strategic Initiative

Well-Rounded, strong quality of life

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Approve the Hibbing Speedway Lease, Revitalization, and Racing Event Agreement with XR Events. The term of this Lease shall be for a period of sixty months (60), with the option of two (2) additional one-year renewals commencing January 1, 2025. Both XR and the City of Hibbing will have minimum levels of capital contribution requirements to put back into the race venue. See attached rental agreement.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Requesting Council Approval

Attachments

1. XR-Events-Hibbing-Speedway-Agreement-draft-2025-01-03

HIBBING SPEEDWAY LEASE, REVITALIZATION AND RACING EVENT AGREEMENT

THIS LEASE, REVITALIZATION AND RACING EVENT AGREEMENT is made this 30th day of December, 2024, by and between the City of Hibbing, MN, whose address is 401 E 21st St, Hibbing, Minnesota 55746, hereinafter referred to as the "COH" and Braun Holdings, Inc. d/b/a XR Events, whose address is 83 Outer Drive, Silver Bay, Minnesota 55614-5561, a Corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "XR".

WHEREAS, the Hibbing racetrack was developed in 1927 and has held racing events there since 1930;

WHEREAS, the Hibbing racetrack, has conducted weekly racing as a WISSOTA sanctioned dirt track;

WHEREAS, COH wishes to lease the racetrack to XR for Racing Events;

THEREFORE, COH and XR agree as follows:

- A. **Ownership of Real Property.** COH represents to XR that it owns, controls and has the right to contract for improvements to and events upon the approximate 20 acres known from time to time as the Hibbing Raceway ("the Premises"), legally described as follows (parcel ID:140-0270-00640 and dirt parking lot portion of 140-0270-00645): See Exhibit "A" for map of parcel boundary.
- B. **Assistance.** COH agrees to cooperate with and assist XR in obtaining all necessary permitting, zoning and permissions to construct and install improvements to the Premises (as set out in paragraph C and otherwise) and in public relations, promotion and conducting of Racing Events upon the Land (as set out further below). The parties agree to meet monthly by Zoom and quarterly in person per request of either party.
- C. **COH and XR's Contribution.** COH and XR agree that XR will prepare plans for certain private improvements to the Land for the primary purpose of conducting Racing Events on the Premises at its own expense (hereinafter "Plans"). Said Plans shall be prepared in the sole discretion of XR, but XR shall make a minimum investment of \$50,000, \$10,000 per lease year ("XR'S contribution") in funding for said improvements. XR shall consult with COH prior to commencement of improvements. XR'S contribution may be made, in the sole discretion of XR, in the form of constructed improvements, cash, grants, track sponsorships, or other "in kind" investments. COH agrees to make a minimum matching contribution of resources over the term of the contract (\$50,000 total) should XR agree to revitalize and operate the track. Any and all improvements or construction on the premises permanently affixed to the land will remain in perpetuity with COH being the sole owner of the said improvements.
- D. **Lease Term.** The term of this Lease shall be for a period of sixty months (60), with the option of two (2) additional one-year renewals commencing at 12:01 A.M., January 1, 2025 and terminating at 11:59 P.M., January 1, 2032.
Rent shall be: one dollar (\$1.00) per year for year 2025 and 2026. Payable any time during an applicable year. Rent for 2027 and 2028 will be \$1.00 per ticket sold, per event, held at Premises. Rent for 2029 and 2030 will be \$1.50 per ticket sold, per event, held at Premises. Rent for 2031

will be \$2.00 per ticket sold, per event, held at Premises. Further consideration for this lease includes the improvements and the conduction of Race Events on the Premises by XR outlined in paragraph C. Either party shall have the option to terminate this Agreement, including this Lease, on a yearly (12 month) basis after year five (5). To exercise said option, either party shall give written notice at least 90 days before the end of the applicable year of this agreement/lease. Said option shall be available to either commencing after the five-year agreement. In the event either party exercises this option, all obligations under this Agreement shall end for each party at the end of said term.

Said Lease for each additional year on the term shall automatically renew unless either party exercises its notice of termination rights under this paragraph.

E. Construction of Improvements. Once XR has taken possession of the Premises, XR may thereafter make improvements, alterations or additions to the Premises as it deems necessary. Any improvements by XR shall be installed and paid for as detailed in the Plans described in Paragraph C. Any alterations shall be undertaken by XR at XR's expense and risk, shall be safe and workmanlike manner, and shall not cause or allow any mechanics or labor and materials liens for the work to be levied on the Premises. Any alterations made to the Premises shall become the property of COH unless otherwise provided. In connection with any improvements, alterations or additions, XR shall provide lien waivers, evidence of appropriate insurance and sworn construction statements if such items are reasonably requested by COH.

F. Additional Signage. Once XR has taken possession of the Premises, XR may thereafter add signage in its sole discretion. All signs of XR shall conform to all applicable ordinances, rules and regulations.

G. Additional Utilities. Once XR has taken possession of the Premises, XR may thereafter add utilities (such as electricity or water) to the Premises as it deems necessary; provided, however, that no utilities shall be made without first obtaining COH's written consent, which consent shall not be unreasonably withheld or delayed. Any costs associated with the addition of or utilization of any utilities shall be born entirely by XR.

H. Utility Charges. Once XR has taken possession of the Premises, XR shall be responsible for the payment of all utility charges incurred by XR during its possession of the Premises.

I. Racing Events. XR in its sole discretion, has the exclusive right to conduct and broadcast Racing Events on the Premises. XR has the sole right and obligation to fund and produce all Racing Events (and all dissemination of the images of such events in every form) and receive all the revenue from all aspects of such Racing Events, including but not limited event sponsor money, merchandizing, concessions, front and back gate admission money, camping and broadcast revenues of every kind. Any and all advertisements or attempts to sell advance tickets and or funding will be the responsibility of XR and the refunds of money paid. XR will bare all rights and responsibilities to the public and private compass in the matter.

J. Intellectual Property. XR shall be the permanent owner of all intellectual property used in any way for the Racing Events and the Hibbing Speedway name, including but not limited to events, event names, logos, and brands. Said ownership shall be in perpetuity, extending beyond

the term of this Lease. From time-to-time XR, in its sole discretion, may elect to formally trademark some or all of said intellectual property.

K. Repairs and Maintenance. During the term of this Lease, XR, at its sole cost and expense, shall keep and maintain in good order, condition, and repair the Premises and every part thereof and will turn the same back to COH in as good condition as the same are at the inception of this Lease.

L. Compliance with Laws. XR shall comply with all the requirements of all laws, orders and regulations of the federal, state, county or other authorities with respect to the Premises and shall not commit or cause to be committed on the Premises or the building thereon any nuisance.

M. Insurance. XR and all those claiming by, through or under XR shall keep their property in and shall occupy and use the Premises solely at their own risk. XR and all those claiming through XR hereby release COH, to the full extent permitted by law, except to the extent that any of the following shall result from an act, omission or negligence of COH, its agents, employees or contractors, from all claims of every kind, including loss of life, personal or bodily injury, damage to property, or damage to business or for business interruption, arising, directly or indirectly, out of or on account of such occupancy and use resulting from any present or future condition or the state of repair thereof, or the acts, omissions or negligence of any other persons. XR agrees to maintain Comprehensive General Liability Insurance, as determined in the sole discretion of XR, naming COH as an additional insured.

N. Destruction of Premises. In the event of a partial destruction of the premises during the term of this Lease, COH shall forthwith repair the same. Partial destruction shall not void this Lease so long as the Premises remain usable for XR's intended purpose.

O. Assignment and Subletting. XR shall not have the right to assign, transfer, convey or sublease its interest hereunder without the prior written consent of COH, which consent shall not be unreasonably withheld. Notwithstanding anything in this Lease to the contrary, XR may without COH's consent, allow the occupancy of the Premises by XR's parent, subsidiary, or affiliated companies, or assign or sublet all or a portion of the Premises to XRs' parent, subsidiary or affiliated companies. XR shall promptly provide a current list of its subsidiaries and affiliated companies to COH.

P. Hazardous Substances. XR shall not use the Premises for the production of any toxic or hazardous material, nor shall XR use the Premises for sale or storage of any toxic or hazardous material. XR shall further not use any hazardous material in or on the Premises and shall not dispose of any hazardous material in or on the Premises. XR agrees to indemnify and hold COH and its agents harmless from and against any claims, judgments, damages fines, penalties, costs, liabilities or loss, including attorneys' fees, consultants' fees or expert fees which arise during or after the Lease term or any extension or renewal thereof in connection with the presence of toxic or hazardous material in the soil, ground water or soil vapor on or under the Premises shown to have resulted from any violation by XR, its officers, employees, agents, contractors or licensees of any of the covenants set forth above. XR shall not be liable in connection with the presence of toxic or hazardous material in the soil, ground water or soil vapor on or under the Premises shown to have been in existence prior to the Lease Term or shown not to have been caused by XR.

COH represents and warrants to XR that at commencement of the term of this Lease, there are no hazardous substances or wastes in on the Premises. COH hereby agrees that if at any time during the term of this Lease it should be determined that the Premises are contaminated with hazardous substances at the commencement of the term of this Lease or thereafter because of any acts or omissions of COH, COH agrees to indemnify and hold harmless from any claims, liabilities, damages and obligations of any nature arising from or as a result of such contamination. In addition to any other remedies available to XR, XR shall have the right to terminate this Lease in the event that any such contamination has not been abated by COH within thirty (30) days after written notice from XR.

Q. Binding Effect. All covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

R. No Waiver. No waiver of any covenant or condition of this Lease by COH shall be deemed or imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Lease. Whenever in this Lease, COH reserves or is given the right and power to give or withhold its consent to any action on the part of XR, such right and power shall not be exhausted by the exercise of one or more occasions but shall be a continuing right and power during the entire term of this Lease.

S. Consents. Wherever in this Lease the consent of either the COH or XR is required for any action of the other to be taken, such consent shall not be unreasonably withheld.

T. Governing Law. This Lease and all of its terms and provisions shall be deemed made in and governed and construed according to the laws of the State of Minnesota. All proceedings with respect to this Lease shall be conducted and venued in Minnesota State Court in the City of Hibbing, St. Louis County, Minnesota.

U. Warranties of Title and Quiet Possession. COH covenants that they are seized of the demised Premises in fee simple and has full right to make and enter into this Lease and that XR shall have quiet and peaceable possession of the demised Premises during the term of this Lease.

V. Notice of Default by COH. COH shall not be deemed to be in default under this Lease Agreement until the XR has given the COH written notice specifying the nature of the default, and the COH does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

W. Covenants Against Liens. XR shall, during the term of this Lease Agreement, promptly remove or release, by the posting of a bond or otherwise as required or permitted by law, any lien attached to or upon the Premises and any portion thereof by reason of any act or omission on the part of XR, and shall save and hold COH harmless from or against any such lien or claim of lien. In the event any such lien attaches sixty (60) days after notice thereof.

X. Notices. Every notice, approval, consent or other communication authorized or required by this Lease Agreement shall be effective if given in writing and sent by United States Mail with postage prepaid and addressed to the COH or XR at the following addresses or at such other

addresses as either party may from time to time designate by written notice. Any notice shall be deemed given when deposited in the mail:

Braun Holdings, Inc. d/b/a XR Events, 83 Outer Drive, Silver Bay, Minnesota 55614-5561

City of Hibbing, 401 E 21st St, Hibbing, Minnesota 55746

In acceptance of this Lease, Revitalization and Racing Event Agreement, the appropriate representatives the XR and COH have executed this Agreement to be effective on January 1, 2025 as set out above.

Braun Holdings, Inc. d/b/a XR Events

By: _____ Date: _____

Barry Braun
President

City of Hibbing

By: _____ Date: _____

Peter Hyduke
Mayor

DRAFT



DRAFT



Request for Council Action

City Council Action

Offer RESOLUTION NO. 25-01-04 AUTHORIZING THE HIBBING ANIMAL INTAKE AT 11215 HIGHWAY 37, HIBBING, MINNESOTA 55746

Description of Agenda Item

Offer RESOLUTION NO. 25-01-02 AUTHORIZING THE HIBBING ANIMAL INTAKE AT 11215 HIGHWAY 37, HIBBING, MINNESOTA 55746

Strategic Initiative

Authorizing a place where Hibbing Police Officers and CSOs will be able to bring animals who are picked up within the City of Hibbing to keep them safe and warm from the elements and where residents can pick their animals up.

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

The City of Hibbing contracts with RRAR to house the city's animals until they are either claimed by their owners or they are adopted out by others who visit the Shelter. RRAR lost their license through the MN Department of Animal Health, and all animals will have to be out of the City's building by January 31, 2025. The City will have a place the Police Department and CSOs can bring the animals.

Board/Commission/Committee Actions(s):

NONE

Budgetary/Fiscal Impact

Action Requested

Offer RESOLUTION NO. 25-01-04 AUTHORIZING THE HIBBING ANIMAL INTAKE AT 11215 HIGHWAY 37, HIBBING, MINNESOTA 55746

Attachments

1. Res-25-01-04-Hibbing-Animal-Intake

At the Council meeting held Wednesday, January 8, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION No. 25-01-04

RESOLUTION AUTHORIZING THE HIBBING ANIMAL
INTAKE AT 11215 HIGHWAY 37,
HIBBING, MINNESOTA 55746

WHEREAS, The City of Hibbing did have a building which was used by Range Regional Animal Rescue ("RRAR") as an animal shelter at 11215 Highway 37, Hibbing, Minnesota 55746; and,

WHEREAS, RRAR does not currently have a license through the State of Minnesota; and,

WHEREAS, The City of Hibbing seeks to designate the facility at 11215 Highway 37, Hibbing, Minnesota as its Animal Intake for the purpose of accepting animals from the Hibbing Police Department and Community Service Officers (CSO's); and,

WHEREAS, The City of Hibbing has the authority to designate an intake (pound) for said animals pursuant to Minnesota Statutes, Sections 145A.05, Subd. 1 and 412.221, Subd. 21.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hibbing that the City of Hibbing hereby designates the property at 11215 Highway 37, Hibbing, Minnesota 55746, as an Animal Intake or pound for the purpose of accepting animals from the Hibbing Police Department or the City's Community Service Officers.

The motion to adopt the foregoing Resolution was duly supported by _____, and upon being put to a vote, carried as follows:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Adopted and passed this 8th day of January, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held Wednesday, January 8, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

St. Louis County has adopted a cannabis ordinance, which limits its ordinance to only the areas over which it exercises zoning authority. The City of Hibbing will regulate cannabis businesses within our jurisdiction.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the ordinance

Attachments

1. Letter-encl-Ordinance-Cannabinoids

Richard K. Sellman - Retired
Andy Borland
Jaclyn Corradi Simon

1907 Third Avenue East, Suite 2
P.O. Box 37
Hibbing, Minnesota 55746
Telephone (218) 262-5502
Facsimile (218) 263-4060
attorneys@sellmanborlandsimon.com

December 26, 2024

Candie Seppala
City Clerk
CITY OF HIBBING
401 East 21st Street
Hibbing Minnesota 55746

Via email only.

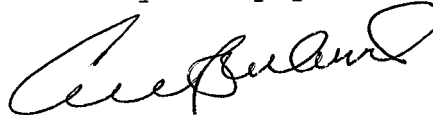
RE: City of Hibbing - proposed
Ordinance regarding Cannabinoids

Dear Candie:

Per the feedback from the Council, I have modified the proposed Ordinance. Please have Greg and you review. If you are fine with it, please post it so it could be considered on January 8, 2025. If you are not, I would suggest placing the proposed ordinance back in packets for the January 8, 2025 meeting.

If you have any questions, please contact me.

Very truly yours,



Andy Borland
Attorney at Law

AB:kb

Enclosure

cc: Greg Pruszinske, City Administrator - via email only

ORDINANCE NO. _____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY ADDING A SECTION 10.30 ENTITLED "CANNABIS USE WITHIN PUBLIC PLACES" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

WHEREAS, the City of Hibbing seeks to regulate the sale and use of cannabis as set forth by Minn. Stat. Chapter 342.

NOW, THEREFORE, THE CITY COUNCIL OF HIBBING, MINNESOTA, ORDAINS:

Section 1. The Hibbing City Code is hereby amended by adding a new Section 10.30 entitled 'Cannabis Use within Public Places' reading as follows:

"SECTION 10.30. CANNABIS USE WITHIN PUBLIC PLACES.

Subd 1. Definitions. Terms used in this ordinance and defined in Minn. Stat. Ch. 342 (2023), as amended or recodified from time to time, have the meanings given them in Minn. Stat. Ch. 342 (2023), as amended or recodified from time to time.

Subd. 2. Geographic scope. This ordinance covers all areas of the city in which the City of Hibbing exercises planning and zoning authority.

Subd. 3. Use of cannabis in public.

A. For purposes of this section, the term "public place" means any public park, any other property owned, leased, or controlled by a governmental unit, and any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; retail stores and other commercial establishments; educational facilities other than public schools, as defined in Minn. Stat. § 120A.05, Subds. 9, 11, and 13 (2023), as amended or recodified from time to time; hospitals; nursing homes; auditoriums; arenas; meeting rooms; and common areas of apartment rental buildings. It does not include a private residence, including the person's curtilage or yard; private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or the premises

City of Hibbing
Ordinance No. ____, 2nd Series
drafted November 6, 2024

of an establishment or event licensed to permit on-site consumption.

B. Notwithstanding section 1 of this ordinance, all other terms used in this section and defined in Minn. Stat. Ch. 152 (2023), as amended or recodified from time to time, have the meanings give them in Minn. Stat. Ch. 152 (2023), as amended or recodified from time to time.

C. Pursuant to Minn. Stat. § 152.0263, subd. 5(2023), as amended or recodified from time to time, a person is guilty of a petty misdemeanor if the person unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place.

Subd. 4. Limit on number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement.

At the time of the adoption of this Ordinance, the City is not limiting the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement that may do business in the City of Hibbing.

Subd. 5. Prohibition of cannabis businesses within certain distances of schools, day cares, residential treatment facilities, and attractions within public parks.

Pursuant to Minn. Stat. § 342.13(c) (2023), as amended or recodified from time to time, the operation of a cannabis business is prohibited within 1,000 feet of a school, or 500 feet of a licensed day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Subd. 6. Hours of operation. Pursuant to Minn. Stat. § 342.27, subd. 7(b) (2023), as amended or recodified from time to time, a cannabis business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products shall not sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between 9:00 p.m. and 2:00 a.m. the following day or between 8:00 a.m. and 10:00 a.m. For the avoidance of doubt, the prohibition in this section is in addition to the hours-of-operation prohibition in

Minn. Stat. § 342.27, subd. 7(a) (2023), as amended or recodified from time to time.

Subd. 7. Zoning districts for cannabis business and hemp businesses.

A. The following cannabis businesses and hemp businesses shall be allowed uses with land-use permits issued by the City of Hibbing Planning and Zoning Department in commercial (COM) districts established by the City of Hibbing's Zoning Ordinance, and not allowed in all other districts established by the City of Hibbing's Zoning Ordinance:

- retail operations of cannabis microbusiness with retail operations endorsement;
- retail operations of cannabis mezzobusiness with retail operations endorsement;
- cannabis retailer;
- cannabis event organizer (including, for the avoidance of doubt, all cannabis events);
- medical cannabis combination business; and
- lower-potency hemp edible retailer.

B. The following cannabis businesses and hemp businesses shall be allowed uses with performance-standard permits issued by the City of Hibbing's Office of Planning and Zoning in limited-industrial (LI) districts established by the City of Hibbing's Zoning Ordinance and not allowed in all other districts established by the City of Hibbing's Zoning Ordinance:

- non-retail operations of cannabis microbusiness with retail operations endorsement;
- non-retail operations of cannabis mezzobusiness with retail operations endorsement;
- cannabis microbusiness without retail operations endorsement;
- cannabis mezzobusiness without retail operations endorsement;
- cannabis cultivator;
- cannabis manufacturer;
- cannabis wholesaler;
- cannabis transporter;
- cannabis testing facility;

- cannabis delivery service; and
- lower-potency hemp edible manufacturer.

C. No cannabis business or hemp business shall operate as a "home business" or "home occupation" as those terms are defined in the City of Hibbing's Zoning Ordinance.

Subd. 8. Certification. The City of Hibbing's Department of Planning and Zoning shall be responsible for taking action on requests for certification as to proposed cannabis businesses under Minn. Stat. § 342.13(f) (2023), as amended or recodified from time to time.

Subd. 9. Registration and registration fees.

A. The City of Hibbing's Department of Planning and Zoning shall be responsible for taking action on requests for registration as to cannabis microbusinesses, cannabis mezzobusinesses, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers under Minn. Stat. § 342.22, subd. 1 (2023), as amended or recodified from time to time.

B. Pursuant to Minn. Stat. 342.22, subd. 2(a) (2023), as amended or recodified from time to time, the City of Hibbing shall impose initial retail registration fees and renewal retail registration fees as follows:

Cannabis or Hemp Business	Initial Retail Registration Fee	Renewal Retail Registration Fee
Cannabis microbusiness	\$0	\$1,000
Cannabis mezzobusiness	\$500	\$1,000
Cannabis retailer	\$500	\$1,000
Medical cannabis combination business	\$500	\$1,000
Lower-potency hemp edible retailer	\$125	\$125

Subd. 10. Registration. The City of Hibbing will issue a registration as to a retail establishment located in the city, as provided in Minn. Stat. § 342.22, subd. 1 (2023), as amended or recodified from time to time.

Subd. 11. Civil penalty. Pursuant to Minn. Stat. § 342.22, subd. 5(e) (2023), as amended or recodified from time to time, the City of Hibbing shall impose a civil penalty of \$2,000 for each violation of Minn. Stat. § 342.22, subd. 5(e) (2023), as amended or recodified from time to time.

Subd. 12. Compliance checks. The Hibbing Police Department shall conduct or cause to be conducted the compliance checks required by Minn. Stat. § 342.22, subd. 4 (2023), as amended or recodified from time to time.

Subd. 13. Cannabis events. Pursuant to Minn. Stat. § 342.40, subd. 1 (2023), as amended or recodified from time to time, a cannabis event organizer must receive the City of Hibbing's local approval in the form of a cannabis-event permit before holding a cannabis event. The cannabis event organizer must pay at the time of application for the permit a nonrefundable permit fee in the amount of \$100. The permit must require the cannabis event organizer to comply with all applicable laws, including, without limitation, Minn. Stat. § 342.40 (2023), as amended or recodified from time to time. The Hibbing Police Department shall be responsible for taking action on applications for cannabis-event permits.

Subd. 14. Suspension and reinstatement of retail registration. Under Minn. Stat. § 342.22, subd. 5 (2023), as amended or recodified from time to time, local units of government are authorized to suspend and reinstate retail registrations of cannabis businesses and hemp businesses under certain circumstances. The Hibbing Police Department shall be responsible for making recommendations to the City Council as to any suspension or reinstatement of a retail registration issued by the City of Hibbing, and the City Council shall be responsible for taking action on any such suspension or reinstatement.

Subd. 15. Severability. Should any part of this ordinance be declared by the courts to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or otherwise invalid, and to this end the provisions of this ordinance are severable to the fullest extent allowed by applicable law.

Subd. 16. Effective date. This ordinance is effective January 1, 2025."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 10.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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

Adopted by the City Council of Hibbing, Minnesota, this ____ day of _____, 2024.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

City Attorney Andy Borland

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



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Greg Pruszinske, City Administrator, 218.969.4850, gregpruszinske@hibbingmn.gov

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

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

Approve the quote for 427 Schaefer USD95B Refuse Carts (95 gallon) with 12" wheels from MacQueen Equipment in the amount of \$34,044.00

Description of Agenda Item

Approve the quote for 427 Schaefer USD95B Refuse Carts (95 gallon) with 12" wheels from MacQueen Equipment in the amount of \$34,044.00

Strategic Initiative

Replace damaged cans and new home owners on City Sanitation Routes.

Owner of Agenda Item

John Yuretich, Superintendent of Public Works, 218.966.4773, johnyuretich@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

I am requesting that the City Council approve the quote for \$34,044.00 for 427 - 95 gallon garbage cans. Quote is attached.

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact

The purchase in the amount of \$34,044.00 will come out of the Sanitation 540 budget

Action Requested

Approve the quote for 427 Schaefer USD95B Refuse Carts (95 gallon) with 12" wheels from MacQueen Equipment in the amount of \$34,044.00

Attachments

1. DOC010325



Request for Council Action

City Council Action

Approve the Purchase of Komatsu WA380 -8 Wheel Loader from RMS in the amount of \$306,167.36

Description of Agenda Item

Komatsu WA380-8 Wheel Loader

Strategic Initiative

Replacing our 1985 Cat Wheel Loader (Surplus on MN Bid in the spring)

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

none

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact

This is a budgeted item for 2025. We were able to save just under \$26,000 by getting this in the works before January 1st taking advantage of Komatsu's fourth quarter governmental incentive of \$19,766.00 and the expected 2 percent increase at first of the year. Total purchase price of \$306,167.36. Under budget by \$9,000. (Sourcewell Pricing Contract)

Action Requested

Approve attached quote to RMS for \$306,167.36

Attachments

1. 2025 Komatsu WA380-8 Wheel Loader



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Billing Address:
CITY OF HIBBING HIBBI002
401 EAST 21ST STREET
HIBBING MN 55746
Main Phone# 218-262-3486
Contact: Joe McKenny
Email: joemckenney@hibbingmn.gov

Shipping Address:
05 - VIRGINIA Store
315 N HOOVER RD
VIRGINIA MN 55792

KOMATSU MODEL WA380-8 LOADER S/N Factory Order, STOCK # 068570

\$287,606.36

Equipped as follows:


- RIMS ONLY SET OF 4
- BOOM, STANDARD
- COUNTERWEIGHT, ADDITIONAL
- BUCKET CYLINDER, STANDARD
- ENGINE PRE-CLEANER CENTRIFICAL TURBO II
- HYDRAULIC ADAPTER KIT FOR 3-SPOOL VALVE
- 23.5R25 XHA2 L3 MI (TIRES ONLY) SET OF 4
- BEACON/LIGHT BAR KIT
- EPC MULTIFUNCTION MONO LEVER 3V
- AXLES LIMITED SLIP DIFFERENTIAL
- GENERAL PURPOSE BUCKET 4.0 CY YD W/EDGE
- HYD KIT FOR WA380-8 CPLR - NMO INSTALL
- 600HV WL COUPLER W/O HYD KIT -NMO INSTAL
- 3RD FUNCTION JUMPER HOSE KIT - NMO INSAL
- FRONT LIGHT GUARDS
- REAR LIGHT GUARD KIT
- ENGINE OIL AND COOLANT HEATER

KOMATSU WA380-8 WHEEL LOADER LEAD TIME IS 3 TO 4 MONTHS TO SHIP AFTER THE ORDER IS PLACED. BUILT IN NEWBERRY, SC USA

GRACO AUTO LUBE SYSTEM INSTALLED AT THE KOMATSU FACTORY IS \$14,087.31

LINCOLN OR GROENEVELD AUTO LUBE SYSTEM INSTALLED AT RMS OR THE CITY OF HIBBING SHOP IS \$15,500.

** Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*

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Warranty Details:

Komatsu Standard 12 Months / 8700 Hours whichever occurs first
Komatsu Emissions Coverage 60 Months / 3000 Hours whichever occurs first
Komatsu Care 36 Months / 2000 Hours whichever occurs first

The following Attachments are included:

Loadrite L5000Smart Loader Scale System - LP950 Printer - Installation, Implementation, & Training Onsite.	\$15,203.00
Komatsu Premier Extended Warranty for 5 Years or 5000 Hours	\$10,674.00
Wheel Loader Freight From Newberry, SC to RMS in Virginia, MN	\$6,850.00
Micheline Sno-Plus Tire Up-Grade	\$2,500.00
Wheel Loader Attachments Freight to RMS in Virginia, MN	\$2,100.00
Wheel Loader Freight From RMS in Virginia, MN to the City of Hibbing, MN	\$1,000.00
KOMATSU 4TH QUARTER GOVERNMENTAL INCENTIVE DISCOUNT	(\$19,766.00)
Sub Total:	\$306,167.36

Total Selling Price: **\$306,167.36**

Customer – CITY OF HIBBING
Sourcewell Member # -
Sourcewell Contract # - 032119-KOM
Machine – WA380-8
Serial # - Factory Order Stock # - N.I.S.
Model Year - 2025 Hours - 0

On behalf of Road Machinery & Supplies Co., thank you for the opportunity to quote this KOMATSU MODEL WA380-8 LOADER Serial Number Factory Order

Sincerely,

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Joel Elden
Territory Manager

Standard Specs:

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed

Engine shut-off system, electric with key
Engine, Komatsu SAA6D107E-3, 6 cylinder,
turbocharged, air to

air after cooled, direct injection Tier 4 Final
emissions certified, diesel

Gross HP: 192 HP (143 kW) / 2100 RPM

Net HP: 191 HP (142 kW) / 2100 RPM (ISO 9249 /
SAEJ 1349)

Exhaust pipe, curved

Fan, auto-reversing, hydraulic-driven

KDPF - After-Treatment Assembly Consisting of
KDOC and KCSF

SCR - Selective Catalytic Reduction aftertreatment
with

DEF/AdBlue tank and heated lines

Komatsu Auto Idle Shutdown

Starting aid, intake manifold preheater

Two mode engine power select system

Electrical system:

Alternator, 60 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt (150 Ah) (1000 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear, LED
- Stop and tail, LED
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-fuction, 7 inch, LCD, color high-
resolution


Warning Message System with Descriptions
Gauges

- Engine water temperature
- ECO
- Fuel level
- Hydraulic oil temperature
- Speedometer / Tachometer
- Torque Converter Temperature

Pilot Lights

- Auxiliary steering (opt.)
- Auto Shift
- Boom Positioner
- Brake oil pressure
- Central warning
- Cooling fan reverse
- Directional indicator
- ECSS
- Engine oil pressure
- Engine power mode
- Engine pre heater
- Head lamp high beam
- KDPF restriction indicator
- Komtrax message
- Parking brake warning

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beam with indicator, fender mount, 2 rear grill mount

- Working lights, halogen (2 front) outside of cab mount

Sealed DT electrical connectors

Starting motor, 7.5kW direct electric, 24V

Power Train and Controls:

Differentials, conventional, inboard planetary

Lock-up torque converter

Parking brake, wet multiple disc

Service brakes, hydraulic, wet multiple disc,

axle by axle (inboard)

Transmission control, electric with kick-down switch

Transmission, full power shift automatic, F4-R4

softshift, countershaft with four mode select

system

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm

rests, adjustable work equipment levers, cigarette lighter/

ashtray, dome light, electrically heated rear window, air

conditioner / heater / defroster / pressurizer, floor mat,

front (intermittent) and rear wiper/washer, rearview mirrors

'(2 outside, 2 inside), right hand and left hand door access

with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), 2 lever

EPC fingertip control

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Seat belt, 3" width, retractable

Steering wheel, tiltable, telescopic

- Seat belt caution

- Shift hold

- Steering oil pressure

- Torque converter lock-up

- Transmission speed range

- Turn signal

- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation

of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic, in-cab adjustable

Boom lift cylinders

Boom, Standard

Bucket tilt cylinder

Bucket positioner, automatic, in-cab adjustable

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, full front & full rear

Hand rails, front, LH & RH

KOMTRAX, Level 4

Lifting eyes

Provision for Quick Coupler

Rims for 23.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank

- Padlocks

- Battery boxes

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- Engine hood side panels & rear grill, lockable
- Hydraulic oil tank
- Radiator cap cover (bolted)
- Transmission oil filler cover

Voltage converters 2 - 12 V and 12 amp (total)

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Product Support



Komatsu CARE — a complete service and advanced product support solution that we provide to our customers throughout the entire lifecycle of the machine. Every new Komatsu Tier 4i/Tier 4 Final construction machine is covered. The Komatsu CARE program covers all new Komatsu Tier 4i/Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters and parts (note: engine air filters are NOT included)
- Technician travel to and from your equipment location. The Komatsu Care Program will contribute up to \$300 credit towards travel expenses per visit.
- Tier 4i/Tier 4 Final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/unlimited hours. (*Note: if the Unit has 2 KDPF Filters, then there's one (1) complimentary KDPF exchange per unit.)

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used. Komatsu CARE services are available from every Komatsu Distributor in the US and Canada.



MyKomatsu




MyKomatsu — access your data across all devices

Your centralized hub for fleet management: Designed to support your needs and help maximize the value of your equipment, this inclusive solution provides an array of insightful information about your fleet and the convenience of ordering parts, letting you manage your work site from anywhere.

Learn more about your equipment: Quick access to equipment manuals, parts books and informative telematics that illustrate how your equipment is being used, how much it is idling, how much fuel it is consuming and much more.

Be proactive about your machine health: Monitor each machine's health condition via telematics, order parts and get them delivered directly to your jobsite.

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Komatsu Care Plus II

Scheduled maintenance and repair

What is Komatsu Care Plus II?


Komatsu Care Plus II includes everything in the Komatsu Care Plus program bundled with comprehensive repair coverage for qualifying repairs. With this program you also get the benefit of fixed maintenance and repair costs, enabling you to better calculate your overall operating budget. Designed to help you minimize your equipment's downtime and maximize your production. This advanced maintenance and repair program must be purchased within 12 months of buying your machine.

What's included?

- Available up to 12,000 hours
- Fixed maintenance and repair cost
- National coverage
- Automatic maintenance scheduling
- Genuine parts and certified labor
- 50-point inspection by certified technicians
- Regular oil samples (KOWA)
- Service record history
- Eligible for Komatsu Care certification
- Travel included
- Transferable with machine
- Current Tier 4 production models
- Advanced data analytics with MyKomatsu
- OEM support
- Diagnostics included
- Premier total repair coverage

*Exclusions apply. Please see your Komatsu dealer for full terms and conditions.

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Terms and Provisions

1. If Purchaser contemporaneously herewith or subsequently executes a security agreement or a lease agreement relating to the Equipment described on the face hereof (herein called "Equipment"), the terms and provisions of such security agreement or lease Agreement shall supersede all terms and provisions of this Equipment Order and Agreement (herein called "Agreement"). Without limiting the generality of the foregoing, if this agreement is superseded by a lease agreement, all payments made hereunder shall be determined to be rental, and Purchaser shall not be deemed to have acquired any equity in the Equipment.
2. Subject to the provisions of Paragraph 1, Seller agrees to sell and Purchaser agrees to purchase the Equipment for the price or prices and on the terms and conditions stated on the face hereof and on this page 2. Unless otherwise specified, the terms of this agreement are net cash on receipt of invoice. If payment is not made on or before the due date, the full unpaid balance shall, at Seller's option, be subject to interest until paid at the rate of 1 ½% per month if Purchaser is a corporation or at the highest legal rate permitted by law if the Purchaser is a partnership or an individual. Neither the loss, destruction, or damage of the Equipment, nor the renewal or extension of this contract, nor the institution of suit or procurement or judgement thereon; nor the hypothecation, assignment or discounting of this Agreement shall operate as payment or in any manner relieve Purchaser from his obligations hereunder.
3. To secure the performance of Purchaser's obligations under this Agreement, Purchaser hereby grants to Seller a security interest in the Equipment, effective upon delivery of the Equipment to Purchaser. Such interest shall be enforceable by Seller in accordance with the provisions of Article IX of the Minnesota Uniform Commercial Code. Until Purchaser has performed all obligations on the part of Purchaser to be performed under this Agreement, Purchaser agrees: (a) to keep the Equipment in good condition and repair at his own expense; (b) not to assign or transfer any interest in this Agreement, nor sell, assign, pledge, mortgage, encumber, suffer the creation of any lien, nor dispose of the Equipment or any part thereof, nor make any material change in Equipment, without the prior written consent of Seller; (c) to pay all taxes, charges and assessments of every character levied or assessed against the Equipment; (d) to keep the Equipment insured at his own expense, against all physical loss or damage, of whatsoever kind and nature and however caused, excepting only loss or damage occasioned by so-called uninsurable perils, such as war risk, nuclear energy peril and normal wear and tear, in an amount not less than the remaining balance due to the Seller with deductible amount not to exceed \$1,000.00 per loss, and to place such insurance through agencies or brokers and with insurance companies acceptable to Seller, with the proceeds thereon payable to Seller and Purchaser as their interest may appear; (e) to execute all documents which may be necessary for the perfection and recording of Seller's security interest in the Equipment.
4. Purchaser shall pay all transportation charges. Within five (5) days after delivery of the Equipment at the point of destination, Purchaser shall notify Seller in writing of any claimed defects in the Equipment or of any claimed failure by Seller to comply with its promises and obligations concerning the Equipment. If such notice in writing is not given to Seller by Purchaser within said time, then the Equipment shall be deemed to have been accepted by Purchaser and to be in full compliance with all terms, conditions, covenants and representations herein contained. Purchaser will ensure all persons operating equipment will have read the equipment operator's manual. If unable to locate, please contact the Seller to request a copy.
5. Purchaser may not return the Equipment without the written consent of Seller. If Seller consents in writing to such return, a charge of 10 percent may be made to Purchaser to cover handling expenses, except for Equipment found upon return to have been defective.
6. Seller shall not be liable to Purchaser if Seller cannot obtain the Equipment through the exercise of reasonable diligence, or if delivery is delayed or prevented by the manufacturer or by strike, accident, act of God, war, civil commotion or riot, governmental action or requirement, or other cause beyond the control of Seller. Seller assumes no responsibility and shall not be liable for any loss or damages, direct or consequential, alleged to have been caused by or resulting from the operation or non-operability of the Equipment.
7. If any equipment owned by Purchaser is to be traded in as part of this Agreement, but the same is not to be delivered to Seller until a time later than the date of this Agreement, Seller shall have the right to reappraise said trade-in equipment at the time of actual delivery to Seller, and said reappraisal value shall determine the Trade-In Allowance for said equipment.
8. PURCHASER ACKNOWLEDGES: (a) THAT PURCHASER MAKES THE FINAL SELECTION, IN ALL RESPECTS, OF THE EQUIPMENT; (b) THAT SELLER IS NOT A MANUFACTURER OF THE EQUIPMENT; (c) THAT PURCHASER ACCEPTS THE EQUIPMENT WITH ALL FAULTS, SUBJECT ONLY TO MANUFACTURERS AND/OR DEALER'S WRITTEN NEW EQUIPMENT WARRANTIES, IF ANY; (d) THAT UNLESS OTHERWISE SPECIFICALLY STATED ON THE FACE HEREOF, USED EQUIPMENT IS NOT SUBJECT TO ANY WARRANTY BY MANUFACTURER OR SELLER; (e) THAT NOTWITHSTANDING ANY WARRANTY, IF ANY, BY THE MANUFACTURER AND/OR SELLER, NEITHER MANUFACTURER NOR SELLER SHALL BE LIABLE FOR THE COST OF REPAIRS MADE OUTSIDE OF SELLER'S OR MANUFACTURER'S PLACE OF BUSINESS, UNLESS AUTHORIZED IN WRITING; (f) THAT THERE ARE NO WARRANTIES - EXPRESS, IMPLIED OR STATUTORY - ON THE PART OF SELLER AS TO FITNESS OF THE EQUIPMENT FOR ANY GENERAL OR SPECIFIC PURPOSE OR AS TO MERCHANTABILITY OR QUALITY; (g) NO PAYMENT REQUIRED HEREUNDER TO BE MADE BY PURCHASER SHALL BE DELAYED AWAITING SETTLEMENT OF ANY CLAIM.
9. If upon tender of delivery of the Equipment by Seller to Purchaser, Purchaser fails or refuses for any reason to complete the purchase transaction, Seller may in its discretion retain the Down Payment and the trade-in equipment as liquidated damages; or, at its option, Seller may resell or retain the trade-in equipment, and shall apply the Down Payment and the amount received on resale, or the fair market value of said equipment (if no resale) as of the date of Purchaser's breach, in reduction of Seller's damages, costs and expenses.
10. The following shall be deemed to be events of default by Purchaser: (a) the failure by Purchaser to comply with any term or provision of this Agreement, (b) the failure by Purchaser to make any payment provided for herein when due or payable; (c) any cessation or interruption of Purchaser's business as a going concern; (d) any assignment by Purchaser for the benefit of creditors; (e) any assignment or purported assignment by Purchaser, whether voluntary or by operation of law, of Purchaser's interest in the Equipment without the prior written consent of Seller; (f) the institution of any proceeding under the Bankruptcy Act, voluntary or involuntary, by or against Purchaser; (g) the commencement of any insolvency or receivership proceeding, voluntary or involuntary, against Purchaser; (h) the levy upon or seizure by judicial process of the Equipment or any part thereof; (i) the occurrence of any unusual or unreasonable depreciation in the value of the Equipment arising out of its use by Purchaser; or (j) the determination by Seller that it is insecure, for whatever reason, with respect to the Equipment or PURCHASER'S obligations hereunder. Upon Purchaser's default, the entire unpaid balance of the purchase price, together with accrued interest thereon and all other sums payable hereunder, at the option of the Seller and without notice, shall become immediately due and payable and Seller may exercise all rights and remedies available to it under the Minnesota Uniform Commercial Code as now enacted or as may be from time to time amended, and, in conjunction with, and in addition to or substitution for those rights and remedies, at Seller's discretion, Seller may, in conformity with law, and without liability to purchaser therefore, (a) enter upon Purchaser's premises to take possession of, assemble and collect the Equipment or to render it unusable, or (b) require purchaser to assemble the Equipment and make it available at a place Seller designates which is mutually convenient to allow Seller to take possession or dispose of the Equipment.
11. Purchaser agrees to pay Seller or its assignees the reasonable expenses of retaking, holding, preparing for sale, selling, and the like, and the reasonable attorney's fees and legal expenses incurred by Seller or said assignees in recovering possession of the equipment or in collecting any installment or the unpaid balances of the purchase price. If Purchaser fails to pay any installment or the unpaid balance when due, Seller or its assignees may refer the collection thereof to any person or collection agency or to any of the employees of Seller or its assignees, and Purchaser agrees to Pay Seller or its assignees a reasonable collection charge, which shall in no event be less than 5 percent of said delinquent installment or unpaid balance, or \$150.00 whichever is the greater.
12. The failure of Seller in any one or more instances to insist upon the performance of any term or provision of this Agreement or to exercise any right or privilege conferred by this Agreement, shall not be construed as thereafter waiving any such term, provision, right or privilege.

* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.

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Road Machinery & Supplies Co.

We supply the equipment, support, and technology solutions that enable our customers to build infrastructure and industry in the communities we serve.

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jelden@rmseq.com

- 13. If Purchaser fails or refuses, for any reason, to perform any provision of this Agreement required by Purchaser to be performed, Seller may, at its option, perform the same and, upon demand, shall be reimbursed its costs therefor by Purchaser.
- 14. If any provision of this Agreement is finally adjudged by any court to be invalid, the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed and enforced as if said invalid provision did not appear herein.
- 15. All matters, whether sounding in tort or in contract, relating to the validity, construction, interpretation, performance, or enforcement of this Agreement shall be determined according to the laws of the State of Minnesota. Purchaser hereby waives the right to move for a change of venue in any action affecting the Equipment, and Seller may, at its option, bring said action in the city and county of its main office, or any branch office, or other location selected by it. All rights of exemption and homestead laws are hereby waived by Purchaser.
- 16. This Agreement and such security agreement or lease agreement as may hereafter be executed by the parties, embodies the entire agreement between Seller and Purchaser, and there are not other agreements, either oral or written. No change or modification of the terms of this Agreement or such security agreement or lease agreement shall be binding on Seller unless such change or modification be in writing and signed by an officer of Seller. A true and correct copy of this contract has been delivered to Purchaser, receipt of which is hereby acknowledged by Purchaser.

Pursuant to an Exchange Agreement between Road Machinery & Supplies Co. and North Star Deferred Exchange LLC, as Qualified Intermediary, the rights under this agreement to sell this equipment to you have been assigned by Road Machinery & Supplies Co. to North Star Deferred Exchange LLC. It is intended that this transaction be treated by Road Machinery & Supplies Co. as part of a tax deferred exchange. This treatment has no effect on your ownership of this equipment.

Customer Acceptance By: _____ Printed Name: _____

_____ Customer Initials: *All quoted prices are subject to change and will be confirmed at time of delivery. All applicable taxes will apply at time of equipment invoicing – taxes are based on deliver/pick-up location and may vary from amount quoted. Additionally, if tax-exemption is being claimed, it is the customer’s responsibility to provide RMS with a copy of their tax-exempt form.*

Date Signed: _____ Purchase order#: _____

Requested delivery date: _____ Ship Via: _____

Terms: _____


Subject to RMS Management approval

RMS Management Approval: _____

Credit Approval: _____

CA #: _____

** Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*

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