



**HIBBING CITY COUNCIL**  
**Regular Meeting**  
**Wednesday, February 5, 2025**  
**5:00 PM**

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

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**I. CALL TO ORDER:**

**II. PLEDGE OF ALLEGIANCE**

**III. ADDS AND DELETES:**

1. ADDS: DEPARTMENT AND COMMITTEE REPORTS #2a

**IV. MAYOR FOR A DAY ESSAY WINNERS:**

**V. APPROVAL OF THE AGENDA:**

**VI. APPROVAL OF MINUTES:**

1. Approve the Minutes of the Hibbing City Council Meeting of January 22, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of January 22, 2025

**VII. CONSENT AGENDA:**

1. Approve Accounts Payable dated January 31, 2025, checks #179272-179372 in the amount of \$2,693,552.09
2. Approve City Payroll dated January 24, 2025 in the amount of \$502,236.92
3. Declare 1 Waste Collection Systems Truck Surplus
4. Authorize the Mayor to sign the Agreement between the City of Hibbing and ESI Employee Assistance Group in the amount of \$3,700 for the 2025 Total Care & Public Safety Employee Assistance Program services.
5. Authorize the hire of Makayla Werdier for the Full-Time Firefighter/Paramedic position pending pre-employment contingencies.
6. Approve the Exhibition Services Agreement with The Science Museum of

Minnesota.

7. Approve the updated Management and Concession Agreement for the Hibbing Municipal Golf Course and award the contract to Randy Murray.
8. Approve the Conduit Debt Policy
9. Approve membership in Mining Minnesota as a Copper-Nickel level member for \$500.
10. Approve the Raffle Permit Application Request of the Armadillo Project to hold their raffle on Saturday, February 15, 2025 at The Androy Raffle # 25-02-02
11. Approve the Special Event Permit Application of The Shifters Car Club to hold their 32nd Annual Shifters Blast from the Past Car Show on Saturday, June 7, 2025 In Bennett Park
12. Approve the Special Event Permit Application Request of the Hibbing Curling Club to hold the Last Chance and Senior Last Chance Bonspiels April 7-13, 2025 in the Hibbing Memorial Building and the Hibbing Curling Club
13. Set the next Regular City Council Meeting for Wednesday, February 19, 2025 at 5:00 p.m. in the Hibbing City Council Chamber at City Hall
14. Set the next City Council Workshop Meeting on February 19, 2025 following the Regular Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

#### **VIII. PUBLIC FORUM:**

#### **IX. CLOSED SESSION:**

1. FOR THE PURPOSE OF REAL PROPERTY PARCELS **139-0050-04677** PURSUANT TO MN ST SECTION 13D.05SUB.3(c3)
2. FOR THE PURPOSE OF REAL PROPERTY PARCELS **140-0270-00697, 140-0270-00646, AND 140-0270-00647** PURSUANT TO MN ST STATUTE **13D.05SUB.3(C3)**
3. FOR THE PURPOSE OF REAL PROPERTY PARCELS **140-0106-00110** PURSUANT TO MN ST SECTION 13D.05SUB.3(c3)

#### **X. DEPARTMENT AND COMMITTEE REPORTS:**

1. **Community Development Director Betsy Olivanti**
  - a. Approve Zoning Ammendment application for parcel 139-0050-04676 for the HRA of Hibbing's project
  - b. Approve Zoning Ammendment application for PID: 140-0290-00619 for the HRA of Hibbing's project



- c. Approve the agreement with Widseth to begin the shovel-ready site preparation for the HRA of Hibbing's project.
- d. Approve the agreement with Braun Intertec Corporation to begin the shovel ready site preparation for the HRA of Hibbing's project.
- e. Authorize the Community Development Director to negotiate for the purchase of three acres from the Grace Lutheran Church as directed by council in closed session for the HRA of Hibbing's project.

**2. City Attorney Andy Borland**

- a. Offer ORDINANCE NO. 446, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY AMENDING PROVISIONS IN SECTION 10.21 'DOG REGULATION AND LICENSES'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

**3. Building Official Pat Green**

- a. Offer RESOLUTION NO. 25-02-01 APPROVING A PLAT EXEMPTION REQUEST OF ANDREA RAND WITH ISG ON BEHALF OF OWNERS OF THE IRONGATE ASSOCIATES LLC C/O BUCKINGHAM PROPERTY

**4. City Engineer Jesse Story**

- a. Approve the Plat Exemption application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project
- b. Approve Conditional Use Permit application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

**5. City Administrator Greg Pruszinske**

- a. Administrator's Report

**XI. BIDS AND QUOTES:**

**1. Finance Director-Treasurer Sheena Mulner**

- a. Approve the 3-year proposal from Euna for budget software in the amount of \$80,781.60.

**2. Chief of Police Steve Estey**

- a. Approve the purchase of two 2025 Dodge Durango Squad Cars from Dodge of Burnsville in the amount of \$40,954 each and a total of \$81,908 for both
- b. Approve the unfitting costs for (2) Dodge Durango Squads to Enforcement Lighting in the amount of \$18,300 each for a total of \$36,600 for both squads

**3. Fire Chief Erik Jankila**

- a. Approve the purchase of an aluminum H&H Trailer from Pine River Sales in Cloquet in the amount of \$5,927.29
- b. Approve the purchase of an aluminum Rescue Skid for the box of the side-by-side from Kimtek in the amount not to exceed \$3,800
- c. Approve the payment for the repair of Ladder 1 to MacQueen Equipment in St. Paul in the amount of \$12,860.23

**4. Fleet Manager Joe McKenney**

- a. 2026 Towmaster Mack Plow Truck
- b. Werk Brau Excavator Bucket

**5. Superintendent of Public Works John Yuretich**

- a. Approve the quote from Hartel's Disposal LLC for 20 - Front-load 6.0 Cu. Yard Containers and 16 - Front Load 4.0 Cu. Yard Containers in the amount of \$50,100.00

**XII. ADJOURNMENT:**

**THE MINUTES OF THE REGULAR MEETING OF THE  
HIBBING CITY COUNCIL  
Wednesday January 22, 2025**

**TIME AND PLACE:** A Regular Meeting of the Hibbing City Council was held on Wednesday, January 22, 2025 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, 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, City Engineer Jesse Story and Chief of Police Steve Estey.

**PLEDGE OF ALLEGIANCE**

**ADDs/DELETES:**

- **ADD: DEPARTMENT & COMMITTEE REPORTS #3a**

**APPROVAL OF THE AGENDA:**

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

Motion CARRIED

**APPROVAL OF MINUTES:**

Councilor Fosso, supported by Councilor Hoffman Saccoman, moved to approve the minutes of the Regular Hibbing City Council Meeting of January 8, 2025.

Motion CARRIED

Councilor Schweiberger, supported by Councilor Hildenbrand, moved to approve the minutes of the Hibbing City Council Workshop Meeting of January 8, 2025.

Motion CARRIED

**CONSENT AGENDA:**

Councilor Hoffman Saccoman, supported by Councilor Fosso, moved to approve the Consent Agenda #s 1-23.

Motion CARRIED

1. Approve Accounts Payable January 17, 2025 for checks #179179-179271 in the amount of \$721,739.17
2. Approve City Payroll ending January 10, 2025 in the amount of \$606,363.14
3. Accept and place on file the December, 2024 Hibbing Police Activity Report
4. Approve the updated Maintenance Lead job descriptions
5. Approve the posting of one Full-Time Maintenance Lead
6. Authorize the hire of Lea Deroissart for the Paid On-Call Firefighter position pending pre-employment contingencies
7. Authorize the hire of Gary Stark for Temporary Seasonal Maintenance pending pre-employment contingencies
8. Approve the advancement of Kyle Horton to Sergeant II with the Hibbing Police Department effective January 23, 2025
9. Approve the annual funding request of the Hibbing Area Tourist & Senior Center for Mine View operations
10. Approve the Mayor and City Clerk to sign the City Administrator's Employment Agreement between the City of Hibbing and Greg Pruszinske effective January 1, 2025
11. APPROVE RESOLUTION 25-01-07 IN SUPPORT OF THE CITY OF HIBBING APPLYING FOR AND ACTING AS FISCAL AGENT TO ACCEPT FUNDS FROM THE ENVIRONMENT AND NATURAL RESOURCES TRUST FUND FOR HIBBING'S CAREY LAKE RECREATION AREA PROJECT
12. Approve the promotion of Cassie Tomasetti to Accountant I effective January 23, 2025
13. Eliminate one full-time Accounting Clerk position effective January 23, 2025
14. Approve the Raffle Permit Application Request of the Hibbing Little League Incorporated to hold their raffle on Friday, July 25, 2025 at the Hibbing Little League Field
15. Approve the Raffle Permit Application Request of the Greenhaven Parent Teacher Organization to hold their raffle on February 28, 2025 at the Greenhaven School
16. Approve the Raffle Permit Application Request of the Hibbing Cheer Boosters to hold their raffle on February 28, 2025

17. Approve the Raffle Permit Application Request of the Hibbing High School Trap Shooting Team on Saturday, May 17, 2025 at the Hibbing Trap Club
18. Approve the Temporary On-Sale Liquor License Application of Boomtown Group Catering to dispense alcohol at the MN North College - Hibbing Campus on Friday, January 23, 2025
19. Approve the Special Event Permit Application of the Vintage Iron on the Range Snowmobile Ride to Palmer's Tavern on Saturday, February 15, 2025
20. Approve the Secondhand Good Dealer Application of ecoATM LLC and Sean Flaherty at 12080 Highway 169 W, Hibbing MN (Inside Walmart2937) pending successful background check
21. Authorize the Hibbing City Council to attend the Habitat For Humanity Dinner on Thursday, February 27, 2025 at the Mountain Iron Community Center
22. Set the next Regular Hibbing City Council Meeting for Wednesday, February 5, 2025 at 5:00 p.m. in the City Hall Council Chamber
23. Set the next Hibbing City Council Workshop Meeting for Wednesday, February 5, 2025 following the Regular Hibbing City Council Meeting at 5:00 p.m. in the City Hall Council Chamber

**PUBLIC FORUM:**

Shari Majkich Brock 3649 South Pintar Rd., Hibbing, MN 55746 was present and wished to speak about the Range Regional Animal Shelter.

**DEPARTMENT AND COMMITTEE REPORTS:**

**Authorize the Mayor and City Clerk-Deputy Administrator to sign the Lease Agreement between the Chisholm-Hibbing Airport Authority and the City of Hibbing for the property located at 11215 Highway 37, Hibbing**

Discussion: Councilor Hoffman Saccoman asked City Attorney Andy Borland if she would have a conflict of interest voting on this; City Attorney Borland stated no.

Councilor Schweiberger, supported by Councilor Bayliss, moved to authorize the Mayor and City Clerk-Deputy Administrator to sign the Lease Agreement between the Chisholm-Hibbing Airport Authority and the City of Hibbing for the property located at 11215 Highway 37, Hibbing.

Motion CARRIED

**Approve the professional services agreement with Miriam Kero Consulting for services to submit application to MN LCCMR grant**

Councilor Bayliss, supported by Councilor Hoffman Saccoman, moved to approve the professional services agreement with Miriam Kero Consulting for services to submit application to MN LCCMR grant.

Motion CARRIED

**Request for Offer - Gust Erickson Road (141-0040-02320)**

Councilor Fosso, supported by Councilor Hildenbrand, moved to approve the request for Offer - Gust Erickson Road (141-0040-02320).

Motion CARRIED

**Offer RESOLUTION NO. 25-01-06 AUTHORIZING INTERNAL LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH A TAX INCREMENT FINANCING DISTRICT**

Councilor Fosso, supported by Councilor Whitney, moved to offer RESOLUTION NO. 25-01-06 AUTHORIZING INTERNAL LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH A TAX INCREMENT FINANCING DISTRICT.

Motion CARRIED

**Request to add funds from undesignated to the land acquisition fund (406) Option C: Transfer a lesser amount to allow for purchase of 2810 Diane Lane and keep the fund whole through the end of 2027 (minimum of \$550,000 req'd)**

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to approve the request to add funds from undesignated to the land acquisition fund (406) Option C: Transfer a lesser amount to allow for purchase of 2810 Diane Lane and keep the fund whole through the end of 2027 (minimum of \$550,000 req'd).

Discussion: Councilor Hoffman Saccoman asked Treasurer-Finance Director Sheena Mulner which Option she would recommend; Treasurer-Finance Director Mulner stated that she would recommend Option C, which would fulfill the City's current commitments.

Motion CARRIED

**Offer 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 \$400,000**

Councilor Schweiberger, supported by Councilor Hoffman Saccoman, moved to offer 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 \$400,000.

Discussion: Councilor Whitney asked Community Development Director Betsy Olivanti if they would have say in how the property is developed; Community Development Director Olivanti stated yes, the property would need to be rezoned as it is currently specifically zoned for a bakery and childcare. Councilor Schweiberger asked Community Development Director Olivanti if she could speak a little bit regarding the daycare that is in the building; Community Development Director Olivanti spoke briefly about the daycare.

Motion CARRIED

**Offer RESOLUTION NO. 25-01-08 CALLING FOR A PUBLIC HEARING ON THE PROPOSAL TO ADOPT A FIVE-YEAR CAPITAL IMPROVEMENT PLAN UNDER MINNESOTA STATUTES, SECTION 475.521**

Councilor Bayliss, supported by Councilor Fosso, moved to offer RESOLUTION NO. 25-01-08 CALLING FOR A PUBLIC HEARING ON THE PROPOSAL TO ADOPT A FIVE-YEAR CAPITAL IMPROVEMENT PLAN UNDER MINNESOTA STATUTES, SECTION 475.521.

Motion CARRIED

**Approve the 1% sewer/stormwater rate increase as budgeted effective 2/1/25**

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the 1% sewer/stormwater rate increase as budgeted effective 2/1/25.

Discussion: Mayor Hyduke asked who does the Sewer Rate Study; Treasurer-Finance Director Mulner stated that Baker Tilly does the Sewer Rate Study.

Motion CARRIED

**Requesting council authorization to advertise and go out for public bid on Bid Package #1 for the Hibbing Public Safety Building project**

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to authorize to advertise and go out for public bid on Bid Package #1 for the Hibbing Public Safety Building project.

Motion CARRIED

**Offer RESOLUTION NO. 25-01-09 SUPPORT FOR THE HIGHWAY 169 CORRIDOR STUDY**

Councilor Bayliss, supported by Councilor Fosso, moved to offer RESOLUTION NO. 25-01-09 SUPPORT FOR THE HIGHWAY 169 CORRIDOR STUDY.

Discussion: Mayor Hyduke asked if this was a Utilities Corridor Study; City Engineer Jesse Story explained this is a Transportation Grant through the USDOT.

Motion CARRIED

**BIDS AND QUOTES:**

**Approve the purchase of 100 - 300-gallon refuse containers from Snyder Refuse in the amount of \$42,850.00**

Councilor Whitney, supported by Councilor Hoffman Saccoman, moved to approve the purchase of 100 - 300-gallon refuse containers from Snyder Refuse in the amount of \$42,850.00.

Motion CARRIED

**BOARDS & COMMISSIONS:**

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:34 p.m. by Councilor Bayliss and supported by Councilor Schweiberger.

Motion CARRIED

CITY OF HIBBING

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Pete Hyduke, Mayor

ATTEST: \_\_\_\_\_  
Candie Seppala, City Clerk-Deputy Administrator



**THE MINUTES OF THE HIBBING CITY COUNCIL WORKSHOP MEETING**  
**Wednesday January 22, 2025**

**TIME AND PLACE:** A Hibbing City Council Workshop Meeting was held on Wednesday, January 22, 2025 in the City Hall Council Chamber

**CALL TO ORDER:** Acting Mayor Justin Fosso called the meeting to order at 5:42 p.m.

**ATTENDANCE** Present at roll call Acting Mayor Justin Fosso, Councilor James Bayliss, 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 and Chief of Police Steve Estey. Mayor Pete Hyduke and City Engineer Jesse Story were absent.

**DISCUSSIONS TO INCLUDE:**

**Tree inventory & tree manual project closeout - Davey Resource Group Presentation**

DISCUSSION: Gail Nozal with Davey Resource Group gave a Presentation to the Council. There was some discussion between City Councilors and Staff regarding this topic.

**Discussion regarding the property at 3215 14<sup>th</sup> Ave. East Hibbing, MN 55746**

DISCUSSION: Community Development Director Betsy Olivanti spoke to the Council about the property at 3215 14<sup>th</sup> Ave. East that the City recently purchased. Scott Zahorik, Executive Director of AEOA spoke to the Council regarding AEOA's interest in this property. There was some discussion between City Councilors, Staff and Mr. Zahorik regarding this topic.

**Recreation Center Feasibility Study Recap, next steps, discussion**

DISCUSSION: City Services Director Nick Arola spoke to the Council about the Recreation Center Feasibility Study. There was a discussion between City Councilors and Staff regarding this topic.

**Municipal Golf Course Clubhouse Operator**

DISCUSSION: City Services Director Arola spoke to the Council about the Municipal Golf Course Clubhouse Operator. There was some discussion between City Councilors and Staff regarding this topic.

**Budget Software proposal from Questica**

DISCUSSION: Treasurer-Finance Director Sheena Mulner spoke to the Council about new budget software from Questica. There was a brief discussion between City Councilors and Staff regarding this topic.

**Other Additional Issues/Concerns for discussion:**

- **Animal Shelter/Intake/Pound**

DISCUSSION: City Clerk-Deputy Administrator Candie Seppala gave the Council an update regarding the Animal Shelter/Intake/Pound. There was a discussion between City Councilors and Staff regarding this topic.

- **Boards and Commissions**

DISCUSSION: City Clerk-Deputy Administrator Seppala gave the Council an update regarding Boards and Commissions.

- **Taxi Companies**

DISCUSSION: Councilor Bayliss spoke to the Council regarding a phone call he received regarding Taxi Companies that are having trouble finding drivers. There was a brief discussion between City Councilors and Staff regarding this topic.

- **Transparent**

DISCUSSION: Councilor Hoffman Saccoman asked if in the future when there are items on the Agenda with dollar amounts, if the dollar amounts could be listed on the Agenda for transparency purposes.

- **Email to Councilors**

DISCUSSION: Councilor Hoffman Saccoman spoke about an email the Councilors received from a Parkinson's Group regarding a presentation.

- **Conduit Debt Policy**

DISCUSSION: Treasurer-Finance Director Mulner spoke to the Council about Staff developing a Conduit Debt Policy.

**ADJOURNMENT:** Mayor Pete Hyduke adjourned the meeting at 7:30 p.m.

CITY OF HIBBING

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Pete Hyduke, Mayor

ATTEST: 

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Candie Seppala, City Clerk-Deputy Administrator

| VENDOR | NAME / I.D.                                                                                                                                                                                    | DESC                                                                                                                                                                               | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT                                                                                        | CHECK NO#                                                                    | CHECK AMOUNT |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------|
| 1      | 'ALAN REDER';'<br>I-ALLAN REDER                                                                                                                                                                | ';'CONTEST'                                                                                                                                                                        | R          | 1/31/2025  |          | 20.00CR                                                                                       | 179272                                                                       | 20.00        |
| 1      | 'CATHERINE ROINE';'<br>I-C ROINE 1/23/25                                                                                                                                                       | ';'REFUND'                                                                                                                                                                         | R          | 1/31/2025  |          | 76.20CR                                                                                       | 179273                                                                       | 76.20        |
| 1      | 'CHARLI GORNICK';'<br>I-CHARLI GORNICK1/25                                                                                                                                                     | ';'CONTEST'                                                                                                                                                                        | R          | 1/31/2025  |          | 20.00CR                                                                                       | 179274                                                                       | 20.00        |
| 1      | 'CHLOE HENDRICKSON';'<br>I-CHLOE HENDRICKSON                                                                                                                                                   | ';'CONT'                                                                                                                                                                           | R          | 1/31/2025  |          | 20.00CR                                                                                       | 179275                                                                       | 20.00        |
| 1      | 'JACOB LENDACKY';'<br>I-J LENDACKY 1/28/25                                                                                                                                                     | ';'GRAVES'                                                                                                                                                                         | R          | 1/31/2025  |          | 1,035.00CR                                                                                    | 179276                                                                       | 1,035.00     |
| 1      | 'KINLEY TRASK';'<br>I-KINLEY TRASK 1/25                                                                                                                                                        | ';'CONTEST'                                                                                                                                                                        | R          | 1/31/2025  |          | 20.00CR                                                                                       | 179277                                                                       | 20.00        |
| 1      | 'MYLES STUNTEBECK';'<br>I-MYLES STUNTEBECK                                                                                                                                                     | ';'CONT'                                                                                                                                                                           | R          | 1/31/2025  |          | 20.00CR                                                                                       | 179278                                                                       | 20.00        |
| 1      | 'SANDRA CHURCHILL';'<br>I-S CHURCHILL 1/25                                                                                                                                                     | ';'REFND'                                                                                                                                                                          | R          | 1/31/2025  |          | 225.00CR                                                                                      | 179279                                                                       | 225.00       |
| 000658 | AIRGAS USA, LLC<br>I-9157393245<br>I-9157446340                                                                                                                                                | TIP CTNG VICTOR<br>ACETYLENE/OXYGEN                                                                                                                                                | R          | 1/31/2025  |          | 19.93CR<br>136.23CR                                                                           | 179280<br>179280                                                             | 156.16       |
| 005322 | ANGEL FUND<br>I-2024 DONATION                                                                                                                                                                  | 2024 DONATION/FUN SPIEL                                                                                                                                                            | R          | 1/31/2025  |          | 250.00CR                                                                                      | 179281                                                                       | 250.00       |
| 005605 | ASCENDANCE TRUCKS CENTRAL, LLC<br>I-XA178001476:01<br>I-XA178001702:01<br>I-XA178001942:01<br>I-XA178001995:01<br>I-XA178001997:01<br>I-XA178001999:01<br>I-XA178002009:01<br>I-XA178002046:01 | PUMP MOTOR<br>WINTERFRONT GRILLE COVER<br>TUBE/CPR/WATER INLET<br>BELT 8PK<br>MIRROR/REAR VIEW<br>FLEETRITE BLOWE MOTOR<br>MOTOR CONTROL MODE DR ACTUATOR<br>MTOR CONTROL A/C DOOR | R          | 1/31/2025  |          | 1,525.45CR<br>665.58CR<br>203.46CR<br>51.03CR<br>609.68CR<br>116.60CR<br>106.24CR<br>165.14CR | 179282<br>179282<br>179282<br>179282<br>179282<br>179282<br>179282<br>179282 | 3,443.18     |
| 001744 | BARR ENGINEERING 2<br>I-23692840.00-10<br>I-23692863.00-7                                                                                                                                      | AMGS NEW BLDG ELECTRICAL<br>AMGS CONSTR SUPPT SVCS                                                                                                                                 | R          | 1/31/2025  |          | 1,447.00CR<br>1,301.00CR                                                                      | 179283<br>179283                                                             | 2,748.00     |

1/31/25  
Carol Waselek  
Ck# 179272-179372

PACKET: 03834 Regular Payments 01/31/25

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

BANK : APBNK US BANK

| VENDOR | NAME / I.D.                               | DESC                           | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT     | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------------------------------|--------------------------------|---------------|---------------|----------|------------|--------------|-----------------|
| 000340 | BENCHMARK ENGINEERING INC                 |                                |               |               |          |            |              |                 |
|        | I-2412-41                                 | DEAD END TRAFFIC COUNT         | R             | 1/31/2025     |          | 3,750.00CR | 179284       |                 |
|        | I-2412-44                                 | BOUNDARY SURVEY SVCS           | R             | 1/31/2025     |          | 1,920.00CR | 179284       |                 |
|        | I-2412-46                                 | AMGS ALTA SURVEY               | R             | 1/31/2025     |          | 3,900.00CR | 179284       | 9,570.00        |
| 000360 | BOB HECIMOVICH MECHANICAL CONTRACTING INC |                                |               |               |          |            |              |                 |
|        | I-4416                                    | HEATER REPAIRS/FILTERS/IGNITOR | R             | 1/31/2025     |          | 1,452.01CR | 179285       | 1,452.01        |
| 002495 | BOUND TREE MEDICAL                        |                                |               |               |          |            |              |                 |
|        | I-85618899                                | HEMOSTATIC GAUZE TRAINER       | R             | 1/31/2025     |          | 128.97CR   | 179286       |                 |
|        | I-85618900                                | CURAPLEX NEBULIZER KIT/CANNULA | R             | 1/31/2025     |          | 378.86CR   | 179286       |                 |
|        | I-85624226                                | CURAPLEX ENDOTRACHEAL TUBE     | R             | 1/31/2025     |          | 249.54CR   | 179286       |                 |
|        | I-85624227                                | CLEARLINK CONT-FLO SOLUTION SE | R             | 1/31/2025     |          | 1,308.96CR | 179286       |                 |
|        | I-85624228                                | OXYGEN HOSE/COUPLER            | R             | 1/31/2025     |          | 157.98CR   | 179286       | 2,224.31        |
| 000136 | BRAUN INTERTEC CORP                       |                                |               |               |          |            |              |                 |
|        | I-B416109                                 | PROF SVCS 1/17/25 AMGS BLDG    | R             | 1/31/2025     |          | 1,530.00CR | 179287       | 1,530.00        |
| 000046 | CARQUEST AUTO PARTS                       |                                |               |               |          |            |              |                 |
|        | I-5077-206731                             | WABCO STYLE CART               | R             | 1/31/2025     |          | 20.70CR    | 179288       |                 |
|        | I-5077-206902                             | AIR                            | R             | 1/31/2025     |          | 93.63CR    | 179288       |                 |
|        | I-5077-206965                             | AIR FILTER/FUEL SPIN ON/LUBE   | R             | 1/31/2025     |          | 120.39CR   | 179288       |                 |
|        | I-5077-206967                             | AIR ELEMENT                    | R             | 1/31/2025     |          | 125.79CR   | 179288       |                 |
|        | I-5077-206970                             | AIR FILTER                     | R             | 1/31/2025     |          | 48.53CR    | 179288       |                 |
|        | I-5077-206973                             | DIESEL ADDITIVE/FUEL SUPL      | R             | 1/31/2025     |          | 199.10CR   | 179288       |                 |
|        | I-5077-206996                             | ROTARY PUMP FOR DEF            | R             | 1/31/2025     |          | 156.99CR   | 179288       |                 |
|        | I-5077-207062                             | 8G-10MJ/HOSE                   | R             | 1/31/2025     |          | 149.82CR   | 179288       |                 |
|        | I-5077-207067                             | BOOSTER CABLE                  | R             | 1/31/2025     |          | 131.98CR   | 179288       |                 |
|        | I-5077-207068                             | BOOSTER CABLE                  | R             | 1/31/2025     |          | 28.99CR    | 179288       |                 |
|        | I-5077-207078                             | ANTIFREEZE/COOLANT             | R             | 1/31/2025     |          | 65.60CR    | 179288       |                 |
|        | I-5077-207099                             | MARINE BATTERY                 | R             | 1/31/2025     |          | 201.86CR   | 179288       |                 |
|        | I-5077-207101                             | 8G-8FJX/HOSE                   | R             | 1/31/2025     |          | 47.52CR    | 179288       |                 |
|        | I-5077-207108                             | FUEL/LUBE/AIR FILTER/CABIN AIR | R             | 1/31/2025     |          | 176.56CR   | 179288       |                 |
|        | I-5077-207136                             | STRAIGHT CONN                  | R             | 1/31/2025     |          | 2.79CR     | 179288       |                 |
|        | I-5077-207151                             | CROWFOOT                       | R             | 1/31/2025     |          | 68.99CR    | 179288       |                 |
|        | I-5077-207169                             | 8G-8FJX/HOSE                   | R             | 1/31/2025     |          | 280.92CR   | 179288       |                 |
|        | I-5077-207237                             | AIR FILTER/CAB AIR ELEMENT/FUE | R             | 1/31/2025     |          | 253.19CR   | 179288       |                 |
|        | I-5077-207257                             | DIESEL EXHAUST FLUID           | R             | 1/31/2025     |          | 38.56CR    | 179288       | 2,211.91        |
| 005497 | COLE APPRAISAL & CONSULTING, LLC          |                                |               |               |          |            |              |                 |
|        | I-20205717A                               | INCREASE/TRANSIT BLDG/APPR     | R             | 1/31/2025     |          | 1,500.00CR | 179289       | 1,500.00        |

| VENDOR | NAME / I.D.                                                                     | DESC                                                                                                   | CHECK TYPE       | CHECK DATE                                       | DISCOUNT | AMOUNT                                           | CHECK NO#                            | CHECK AMOUNT |
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| 002755 | COMO OIL & PROPANE<br>I-1515702717<br>I-1515702718<br>I-1516074346              | 538.00 PROPANE<br>51.90 PROPANE<br>418.20 PROPANE                                                      | R<br>R<br>R      | 1/31/2025<br>1/31/2025<br>1/31/2025              |          | 1,115.18CR<br>119.16CR<br>911.53CR               | 179290<br>179290<br>179290           | 2,145.87     |
| 003494 | COMPASS MINERALS<br>I-1429326<br>I-1432797                                      | BULK HIGHWAY COARSE<br>BULK HIGHWAY COARSE                                                             | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 2,372.34CR<br>4,723.76CR                         | 179291<br>179291                     | 7,096.10     |
| 005076 | COMPUDYNE, INC. (LEASE)<br>I-38331771<br>I-38331772<br>I-38345357<br>I-38378875 | FEB 25 ZBOOK MOBILE/FD<br>FEB 25 CONS ACCT<br>FEB 25 TBOOKS AMB<br>FEB 25 PROD400 G7 LEASE/LIBR        | R<br>R<br>R<br>R | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025 |          | 249.95CR<br>2,089.67CR<br>725.59CR<br>1,108.80CR | 179292<br>179292<br>179292<br>179292 | 4,174.01     |
| 000045 | COMPUDYNE LLC DBA INTEGRIS LLC<br>C-537006<br>I-584219<br>I-584220<br>I-589482  | CLIENT GOODWILL DATA LOSS<br>JAN 25 SPAM/BACKUP/SVR/SWITCH<br>JAN 25 FIREWALL/FD<br>FEB 25 FIREWALL/FD | R<br>R<br>R<br>R | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025 |          | 1,200.00<br>10,005.94CR<br>131.25CR<br>131.25CR  | 179293<br>179293<br>179293<br>179293 | 9,068.44     |
| 003611 | CONSOLIDATED COMMUNICATIONS (FMR HICKORY TECH)<br>I-5070521052/0/3MOS           | ACT507-052-1052/0/NOV/DEC/JAN                                                                          | R                | 1/31/2025                                        |          | 29.88CR                                          | 179294                               | 29.88        |
| 003728 | DYNAMIC GARAGE DOOR & ACCESS SYSTEMS, LLC<br>I-47342                            | PULSAR REMOTE/3 BUTTON SWITCH                                                                          | R                | 1/31/2025                                        |          | 530.20CR                                         | 179295                               | 530.20       |
| 000510 | ECOLAB PEST ELIMINATION INC<br>I-7214959<br>I-7214963                           | QTR 1 2025 ROACH/RODENT/MB<br>QTR 1 2025 RODENT/FD ST#2                                                | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 203.37CR<br>124.99CR                             | 179296<br>179296                     | 328.36       |
| 000233 | ELECTRIC PUMP INC<br>I-026443<br>I-026446<br>I-028773                           | 1ST AVE RD LS REHAB<br>MESABI PINES LS REHAB<br>LINDQUIST RD LS REHAB                                  | R<br>R<br>R      | 1/31/2025<br>1/31/2025<br>1/31/2025              |          | 92,894.63CR<br>50,657.49CR<br>85,349.40CR        | 179297<br>179297<br>179297           | 228,901.52   |
| 005323 | ENFORCEMENT LIGHTING, LLC<br>I-01/27/25/#21<br>I-01/27/25/#22                   | SIREN/LIGHT CONTR/LIGHT BAR<br>SIREN LIGHT CONTR/BAR/MOUNT                                             | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 14,300.00CR<br>14,300.00CR                       | 179298<br>179298                     | 28,600.00    |
| 003638 | EVIDENT CRIME SCENE PRODUCTS<br>I-247267A                                       | MARK II FENTANYL TESTS                                                                                 | R                | 1/31/2025                                        |          | 174.24CR                                         | 179299                               | 174.24       |

| VENDOR | NAME / I.D.                                | DESC                           | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT      | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|--------------------------------------------|--------------------------------|---------------|---------------|----------|-------------|--------------|-----------------|
| 000848 | EXCEL BUSINESS SYSTEMS                     |                                |               |               |          |             |              |                 |
|        | I-78134                                    | PD CLICKS JAN 25               | R             | 1/31/2025     |          | 292.83CR    | 179300       |                 |
|        | I-78135                                    | ADM/3RD FLR CLK&RENT JAN25     | R             | 1/31/2025     |          | 512.20CR    | 179300       |                 |
|        | I-78136                                    | BLDG & HSG CLK&RENT JAN 25     | R             | 1/31/2025     |          | 148.66CR    | 179300       |                 |
|        | I-78137                                    | MEM BLDG CLK&RENT JAN 25       | R             | 1/31/2025     |          | 243.73CR    | 179300       |                 |
|        | I-78138                                    | LIBR CLICKS/RENT JAN 25        | R             | 1/31/2025     |          | 190.99CR    | 179300       |                 |
|        | I-78139                                    | FD CLICKS/RENT JAN 25          | R             | 1/31/2025     |          | 101.36CR    | 179300       | 1,489.77        |
| 002347 | FASSTAL INDUSTRIAL & CONSTRUCTION SUPPLIES |                                |               |               |          |             |              |                 |
|        | I-MNHIB126340                              | BLACK GLOVES                   | R             | 1/31/2025     |          | 298.40CR    | 179301       |                 |
|        | I-MNHIB126900                              | M-10 12.9 SCS                  | R             | 1/31/2025     |          | 6.00CR      | 179301       | 304.40          |
| 002711 | FERGUS POWER PUMP INC                      |                                |               |               |          |             |              |                 |
|        | I-53321                                    | 2024 HAULING & LAND APPL       | R             | 1/31/2025     |          | 64,017.39CR | 179302       | 64,017.39       |
| 000026 | FORD OF HIBBING                            |                                |               |               |          |             |              |                 |
|        | I-530032                                   | HOSE/OIL COOLER                | R             | 1/31/2025     |          | 98.55CR     | 179303       |                 |
|        | I-530033                                   | PEDAL                          | R             | 1/31/2025     |          | 308.85CR    | 179303       | 407.40          |
| 000478 | GEORGE BOUGALIS & SONS CO                  |                                |               |               |          |             |              |                 |
|        | I-PAY APP#1 12/20/24                       | CAREY IK CAMPGND/CLEAR/GRUB    | R             | 1/31/2025     |          | 68,617.50CR | 179304       | 68,617.50       |
| 001021 | GRAINGER PARTS                             |                                |               |               |          |             |              |                 |
|        | I-9370173842                               | DETECTOR TUBES                 | R             | 1/31/2025     |          | 440.56CR    | 179305       |                 |
|        | I-9373763391                               | T PAPER/IBUPROFEN/ACETAMINOPHE | R             | 1/31/2025     |          | 65.44CR     | 179305       | 506.00          |
| 005697 | HALLBERG ENGINEERING, INC.                 |                                |               |               |          |             |              |                 |
|        | I-35990                                    | PROF SVCS/COMMISS/11/30/24     | R             | 1/31/2025     |          | 500.00CR    | 179306       |                 |
|        | I-36095                                    | PROF SVCS/COMMISS/12/31/24     | R             | 1/31/2025     |          | 4,000.00CR  | 179306       | 4,500.00        |
| 000309 | HAWKINS INC                                |                                |               |               |          |             |              |                 |
|        | I-6957394                                  | ALUM SULF LIQUID               | R             | 1/31/2025     |          | 7,222.96CR  | 179307       | 7,222.96        |
| 003448 | HEIMAN FIRE EQUIPMENT                      |                                |               |               |          |             |              |                 |
|        | I-0938662-IN                               | HANDLE & SHAFT                 | R             | 1/31/2025     |          | 417.17CR    | 179308       | 417.17          |
| 000533 | HIBBING CHRYSLER CENTER                    |                                |               |               |          |             |              |                 |
|        | I-147591                                   | FILTER ENGINE OIL              | R             | 1/31/2025     |          | 10.00CR     | 179309       |                 |
|        | I-605399                                   | SEATBELT REPLACEMENT           | R             | 1/31/2025     |          | 541.36CR    | 179309       |                 |
|        | I-605931                                   | DIAGNOSTICS/50 AMP FUSE ARRAY  | R             | 1/31/2025     |          | 692.00CR    | 179309       |                 |
|        | I-606702                                   | BUCKLE ASSY-S/BELT/6857        | R             | 1/31/2025     |          | 395.47CR    | 179309       | 1,638.83        |

PACKET: 03834 Regular Payments 01/31/25  
VENDOR SET: 01  
BANK : APBNK US BANK

\*\*\*\* CHECK LISTING \*\*\*\*

| VENDOR | NAME / I.D.                                                                                                                          | DESC                                                                                                                                  | CHECK TYPE                 | CHECK DATE                                                                 | DISCOUNT | AMOUNT                                                                | CHECK NO#                                                | CHECK AMOUNT |
|--------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------|----------|-----------------------------------------------------------------------|----------------------------------------------------------|--------------|
| 003976 | HIBBING HEATING AND AIR CONDITIONING<br>I-8405                                                                                       | FLEX SHAFT KITCHEN DRAIN/FD                                                                                                           | R                          | 1/31/2025                                                                  |          | 150.00CR                                                              | 179310                                                   | 150.00       |
| 003980 | HIBBING HIGH SCHOOL TRAPSHOOTING TEAM<br>I-2024 SPON/DONAT                                                                           | 2024 SPON/DONAT/TRAP TEAM                                                                                                             | R                          | 1/31/2025                                                                  |          | 250.00CR                                                              | 179311                                                   | 250.00       |
| 005232 | IIMC (INT'L INSTITUTE OF MUNICIPAL CLERKS)<br>I-2025 MULNER<br>I-2025 SCHIRMER                                                       | 2025 MBRSHIP RENEW/S MULNER<br>2025 MBRSHIP RENEW/E SCHIRMER                                                                          | R<br>R                     | 1/31/2025<br>1/31/2025                                                     |          | 160.00CR<br>160.00CR                                                  | 179312<br>179312                                         | 320.00       |
| 000488 | IMPERIALDADE (FRMLY DALCO)<br>I-4330485<br>I-4332212                                                                                 | WYPALL WIPES<br>CAN LINER/T TISSUE/URINAL SCRIN                                                                                       | R<br>R                     | 1/31/2025<br>1/31/2025                                                     |          | 143.64CR<br>497.79CR                                                  | 179313<br>179313                                         | 641.43       |
| 005009 | INGRAM LIBRARY SERVICES<br>I-67775370                                                                                                | BOOKS/COVERS/LABELS/STAMP                                                                                                             | R                          | 1/31/2025                                                                  |          | 84.15CR                                                               | 179314                                                   | 84.15        |
| 003574 | INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP<br>I-CIN126841<br>I-IN4727080<br>I-IN4742313<br>I-IN4744841<br>I-IN4750277<br>I-IN4752766 | CLERK/FINANCE FURNITURE/HON<br>INKCART<br>DETERGENT/DRYER SHEETS<br>BOMBER JACKET<br>SECURITY ENVELOPES<br>LABELS/REINF/MARKERS/WIPES | R<br>R<br>R<br>R<br>R<br>R | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025 |          | 19,863.43CR<br>32.88CR<br>109.02CR<br>47.31CR<br>495.81CR<br>242.94CR | 179315<br>179315<br>179315<br>179315<br>179315<br>179315 | 20,791.39    |
| 005607 | INSIGHT PUBLIC SECTOR, INC.<br>I-1101229336                                                                                          | HAVIS VEHICLE DOCK/STATION                                                                                                            | R                          | 1/31/2025                                                                  |          | 17,240.00CR                                                           | 179316                                                   | 17,240.00    |
| 000286 | IRON RANGE PLUMBING & HEATING<br>I-4911                                                                                              | HEATING SYST REPAIRS/C HALL                                                                                                           | R                          | 1/31/2025                                                                  |          | 3,385.00CR                                                            | 179317                                                   | 3,385.00     |
| 001473 | IRON RANGE TIRE SERVICE<br>I-35420<br>I-35421                                                                                        | 11R22.5 G GDYR G622 RSD<br>LT245/75R17 E GDYR                                                                                         | R<br>R                     | 1/31/2025<br>1/31/2025                                                     |          | 1,746.63CR<br>733.00CR                                                | 179318<br>179318                                         | 2,479.63     |
| 001030 | KENNEDY & GRAVEN, CHARTER<br>I-01/21/25                                                                                              | DNTN REDEV & GEN FIN 12/31/24                                                                                                         | R                          | 1/31/2025                                                                  |          | 876.00CR                                                              | 179319                                                   | 876.00       |
| 005673 | KRAUS-ANDERSON CONSTRUCTION COMPANY<br>I-68310                                                                                       | PAY APP #5 CONST & CMR                                                                                                                | R                          | 1/31/2025                                                                  |          | 485,401.33CR                                                          | 179320                                                   | 485,401.33   |
| 005552 | KRONOS SAASHR, INC.<br>I-12347516<br>I-12347517<br>I-12348041                                                                        | READY TIME/ACCRUALS MGR/HR<br>READY COMP/PERFORMANCE<br>OFF CYCLE PAYROLL/MAIL CKS/ACH                                                | R<br>R<br>R                | 1/31/2025<br>1/31/2025<br>1/31/2025                                        |          | 742.79CR<br>62.22CR<br>149.75CR                                       | 179321<br>179321<br>179321                               | 954.76       |



| VENDOR | NAME / I.D.                     | DESC                        | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT      | CHECK NO# | CHECK AMOUNT |
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| 000285 | L & L RENTALS INC<br>I-1-204489 | OXYGEN/ACETYLENE            | R          | 1/31/2025  |          | 121.27CR    | 179322    | 121.27       |
| 000334 | L & M FLEET SUPPLY              |                             |            |            |          |             |           |              |
|        | I-9580241                       | CABLE TIE                   | R          | 1/31/2025  |          | 3.79CR      | 179323    |              |
|        | I-9588847                       | BULK FASTENERS              | R          | 1/31/2025  |          | 4.70CR      | 179323    |              |
|        | I-9590273                       | SPRING WATER                | R          | 1/31/2025  |          | 22.20CR     | 179323    |              |
|        | I-9590749                       | U-BOLT                      | R          | 1/31/2025  |          | 19.92CR     | 179323    |              |
|        | I-9591177                       | BATTERIES                   | R          | 1/31/2025  |          | 7.59CR      | 179323    |              |
|        | I-9591699                       | BATTERIES/RATCHET           | R          | 1/31/2025  |          | 66.47CR     | 179323    |              |
|        | I-9591700                       | SAFETY SHOES/GREG LITFIN    | R          | 1/31/2025  |          | 113.99CR    | 179323    |              |
|        | I-9592473                       | CARB & CHOKE CLNR/WRAP/SOAP | R          | 1/31/2025  |          | 34.11CR     | 179323    |              |
|        | I-HIB-02-10000236               | BULK FASTENERS              | R          | 1/31/2025  |          | 1.89CR      | 179323    |              |
|        | I-HTB-03-10000241               | MITT WHT LTHR HEATKP        | R          | 1/31/2025  |          | 17.99CR     | 179323    |              |
|        | I-HIB-03-10000605               | SPRING WATER                | R          | 1/31/2025  |          | 22.17CR     | 179323    |              |
|        | I-HTB-03-10000689               | HEATER CYCLONIC CERAMIC     | R          | 1/31/2025  |          | 85.49CR     | 179323    |              |
|        | I-HIB-03-10001114               | BULK FASTENERS              | R          | 1/31/2025  |          | 17.07CR     | 179323    |              |
|        | I-HIB-03-10001305               | SPRING WATER                | R          | 1/31/2025  |          | 24.43CR     | 179323    |              |
|        | I-HIB-05-10000205               | WATER/GR GUN/IMPACT WRENC   | R          | 1/31/2025  |          | 892.40CR    | 179323    |              |
|        | I-HIB-05-10001007               | KEY BLANKS/CARABINER        | R          | 1/31/2025  |          | 54.69CR     | 179323    |              |
|        | I-HIB-06-10000184               | KERO CAN CARB               | R          | 1/31/2025  |          | 39.59CR     | 179323    | 1,428.49     |
| 000893 | LAKE COUNTRY POWER              |                             |            |            |          |             |           |              |
|        | I-0900 JAN 25                   | ACT 2330900 JAN 25          | R          | 1/31/2025  |          | 12.00CR     | 179324    |              |
|        | I-1000 JAN 25                   | ACT 2331000 JAN 25          | R          | 1/31/2025  |          | 249.00CR    | 179324    |              |
|        | I-1900 JAN 25                   | ACT 4081900 JAN 25          | R          | 1/31/2025  |          | 64.00CR     | 179324    |              |
|        | I-3600 JAN 25                   | ACT 8704803600 JAN 25       | R          | 1/31/2025  |          | 12.00CR     | 179324    |              |
|        | I-5101 JAN 25                   | ACT 141665101 JAN 25        | R          | 1/31/2025  |          | 69.00CR     | 179324    |              |
|        | I-5201 JAN 25                   | ACT 143315201 JAN 25        | R          | 1/31/2025  |          | 50.19CR     | 179324    |              |
|        | I-7900 JAN 25                   | ACT 2207900 JAN 25          | R          | 1/31/2025  |          | 16,689.00CR | 179324    | 17,145.19    |
| 000166 | LAWSON PRODUCTS INC             |                             |            |            |          |             |           |              |
|        | I-9312126376                    | SHT MTL SCR/MINI FUSES/BITS | R          | 1/31/2025  |          | 898.40CR    | 179325    |              |
|        | I-9312126377                    | PLOW BOLTS                  | R          | 1/31/2025  |          | 223.00CR    | 179325    | 1,121.40     |
| 005696 | LEADS ONLINE PARENT, LLC        |                             |            |            |          |             |           |              |
|        | I-416333                        | INVESTIGATION SVC PKG       | R          | 1/31/2025  |          | 4,158.00CR  | 179326    | 4,158.00     |
| 002687 | LHB INC                         |                             |            |            |          |             |           |              |
|        | I-230052.00-11                  | 23/24 BRIDGE INSPECTIONS    | R          | 1/31/2025  |          | 703.50CR    | 179327    |              |
|        | I-230741.00-13                  | ZIM RD BRIDGE THRU 12/31/24 | R          | 1/31/2025  |          | 9,586.32CR  | 179327    | 10,289.82    |

| VENDOR | NAME / I.D.                                                     | DESC                                                                                      | CHECK<br>TYPE | CHECK<br>DATE                       | DISCOUNT | AMOUNT                           | CHECK<br>NO#               | CHECK<br>AMOUNT |
|--------|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------|-------------------------------------|----------|----------------------------------|----------------------------|-----------------|
| 003938 | LIBERTY PROCESS EQUIPMENT, INC<br>I-0106115-IN                  | BEARING KIT                                                                               | R             | 1/31/2025                           |          | 820.37CR                         | 179328                     | 820.37          |
| 005445 | LIFE-ASSIST, INC<br>I-1545760                                   | STAT PACKS/BREATHER/OXYGEN                                                                | R             | 1/31/2025                           |          | 340.09CR                         | 179329                     | 340.09          |
| 005702 | LIGHT AFTER LOSS MN<br>I-01/24/25                               | MEMORIAL PROJECT                                                                          | R             | 1/31/2025                           |          | 500.00CR                         | 179330                     | 500.00          |
| 000207 | LVC COMPANIES (J.N. JOHNSON)<br>I-160269<br>I-160306            | ANN FIRE EXT SVC & MAINT<br>ANN FIRE EXT SVC & MAINT                                      | R<br>R        | 1/31/2025<br>1/31/2025              |          | 64.80CR<br>135.10CR              | 179331<br>179331           | 199.90          |
| 005676 | MARK MCDONOUGH<br>I-25-005                                      | WORKING HANDLER/DECOY SEMINAR                                                             | R             | 1/31/2025                           |          | 400.00CR                         | 179332                     | 400.00          |
| 002419 | MES MUNICIPAL EMERGENCY SERVICES<br>I-IN2164007                 | FIRE WASH                                                                                 | R             | 1/31/2025                           |          | 297.97CR                         | 179333                     | 297.97          |
| 002910 | MESABI GLASS, WINDOW & DOOR, INC<br>I-17667                     | INST CLOSER/W/DROP ARM/MB                                                                 | R             | 1/31/2025                           |          | 541.00CR                         | 179334                     | 541.00          |
| 000339 | METRO SALES INC<br>I-INV2669149<br>I-INV2684471<br>I-INV2692344 | IMC2000 LIBR COPIER DEC 24<br>IMC4500 FINANCE COPIER DEC 24<br>IMC2000 LIBR COPIER JAN 25 | R<br>R<br>R   | 1/31/2025<br>1/31/2025<br>1/31/2025 |          | 188.46CR<br>331.52CR<br>152.81CR | 179335<br>179335<br>179335 | 672.79          |
| 003120 | MID-STATES ORGANIZED CRIME INFORMATION CENTER<br>I-0251453-IN   | 2025 ANN MBRSHIP FEES                                                                     | R             | 1/31/2025                           |          | 200.00CR                         | 179336                     | 200.00          |
| 000492 | MIDWEST TAPE<br>I-506587448                                     | DVD                                                                                       | R             | 1/31/2025                           |          | 16.99CR                          | 179337                     | 16.99           |
| 000957 | MN DNR WATERS<br>I-2024 H20 REPT                                | PERMIT 1970-0331 ANN REPT                                                                 | R             | 1/31/2025                           |          | 140.00CR                         | 179338                     | 140.00          |
| 000267 | MN LIFE INSURANCE COMPANY<br>I-JAN 2025                         | JAN 2025 LIFE INSURANCE                                                                   | R             | 1/31/2025                           |          | 2,042.80CR                       | 179339                     | 2,042.80        |
| 001049 | MRPA<br>I-2025 MBRSHIP DUES                                     | 2025 MRPA MBRSHIP DUES                                                                    | R             | 1/31/2025                           |          | 310.00CR                         | 179340                     | 310.00          |

| VENDOR | NAME / I.D.                                                                      | DESC                                                                              | CHECK<br>TYPE    | CHECK<br>DATE                                    | DISCOUNT | AMOUNT                                           | CHECK<br>NO#                         | CHECK<br>AMOUNT |
|--------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------|--------------------------------------------------|----------|--------------------------------------------------|--------------------------------------|-----------------|
| 000570 | MTI DISTRIBUTING<br>I-1458290-00<br>I-1458398-00<br>I-1459136-00<br>I-1459579-00 | LABOR<br>GREASE/REEL/O-RING/SCREW<br>AIR FILTER/SPIN ON/FILTERS<br>LABOR          | R<br>R<br>R<br>R | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025 |          | 262.50CR<br>4,416.61CR<br>1,708.06CR<br>668.10CR | 179341<br>179341<br>179341<br>179341 | 7,055.27        |
| 000460 | NORTHERN MN DENTAL INC<br>I-FEB 2025                                             | FEB 2025 DENTAL PREMIUMS                                                          | R                | 1/31/2025                                        |          | 16,073.40CR                                      | 179342                               | 16,073.40       |
| 005417 | NORTHLAND LAWN AND SPORT<br>I-4000475                                            | JD 4052M COMPACT UTIL TRACTOR                                                     | R                | 1/31/2025                                        |          | 56,278.99CR                                      | 179343                               | 56,278.99       |
| 005698 | PARETO HEALTH, LLC<br>I-ICM-45120                                                | INTEGRATED COST MGMT                                                              | R                | 1/31/2025                                        |          | 306.00CR                                         | 179344                               | 306.00          |
| 005564 | PORTFOL SOFTWARE<br>I-206027                                                     | LOAN MGMT FEE/ACTIVE/YEARLY                                                       | R                | 1/31/2025                                        |          | 6,000.00CR                                       | 179345                               | 6,000.00        |
| 001235 | POWERPLAN OIB (FORMERLY NORTRAX)<br>I-2455812<br>I-2463814<br>I-2466076          | BOLT/LOCK WASHER/PIN/BUSHINGS<br>TROUBLESHOOT FAN/2012 JD 770G<br>THERMOSTAT/SEAL | R<br>R<br>R      | 1/31/2025<br>1/31/2025<br>1/31/2025              |          | 1,331.64CR<br>984.23CR<br>68.73CR                | 179346<br>179346<br>179346           | 2,384.60        |
| 000206 | PUBLIC UTILITIES COMM<br>I-01/27/25                                              | PUC PFA REQUEST #6-#8                                                             | R                | 1/31/2025                                        |          | 1,357,403.71CR                                   | 179347                               | 1,357,403.71    |
| 000206 | PUBLIC UTILITIES COMM<br>I-12/1/24-12-31/24                                      | 12/1/24-12/31/24 UTILITIES PMT                                                    | R                | 1/31/2025                                        |          | 112,482.50CR                                     | 179348                               | 112,482.50      |
| 005340 | QUADIENT INC<br>I-17618900                                                       | IX3-5-7 INK CART                                                                  | R                | 1/31/2025                                        |          | 175.75CR                                         | 179349                               | 175.75          |
| 000559 | QUILL CORPORATION<br>I-41331479<br>I-41343657                                    | KEYBOARD<br>BIC SOFT FEEL/PAPER/CALENDARS                                         | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 79.99CR<br>201.10CR                              | 179350<br>179350                     | 281.09          |
| 000077 | RADKO IRON & SUPPLY INC<br>I-21643/1<br>I-21765/1                                | ALUM DECK PLATE/SHEARING<br>STEEL TUBING/TARP STRAP/BUNGEY                        | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 249.79CR<br>81.59CR                              | 179351<br>179351                     | 331.38          |
| 005591 | RIHM MOTOR COMPANY<br>I-304788B<br>I-305521B                                     | WITNER FRONT/MOUNTING KIT<br>SENDER-TEMP/CONNECTOR-SHELL                          | R<br>R           | 1/31/2025<br>1/31/2025                           |          | 273.06CR<br>385.34CR                             | 179352<br>179352                     | 658.40          |

| VENDOR | NAME / I.D.                                                                                                        | DESC                                                                                                                                                                                | CHECK TYPE                 | CHECK DATE                                                                 | DISCOUNT | AMOUNT                                                               | CHECK NO#                                                | CHECK AMOUNT |
|--------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------|----------|----------------------------------------------------------------------|----------------------------------------------------------|--------------|
| 005244 | RMB ENVIRONMENTAL LABORATORIES, INC.<br>I-D070112<br>I-D070171<br>I-D070210<br>I-D070276<br>I-D070319<br>I-D070381 | INFLUENT & EFFLUENT 1/7/25<br>INFLUENT & EFFLUENT 1/8/25<br>INFLUENT & EFFLUENT 1/9/25<br>INFLUENT & EFFLUENT 1/14/25<br>INFLUENT & EFFLUENT 1/15/25<br>INFLUENT & EFFLUENT 1/16/25 | R<br>R<br>R<br>R<br>R<br>R | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025 |          | 132.51CR<br>102.41CR<br>102.41CR<br>132.51CR<br>102.41CR<br>102.41CR | 179353<br>179353<br>179353<br>179353<br>179353<br>179353 | 674.66       |
| 001725 | SAVVIK BUYING GROUP<br>I-2597                                                                                      | 10 ML PREFILLED SALINE SYRINGE                                                                                                                                                      | R                          | 1/31/2025                                                                  |          | 259.20CR                                                             | 179354                                                   | 259.20       |
| 005102 | SELLMAN BORLAND SIMON PLLC TRUST ACCT<br>I-01/22/25                                                                | EARNST MONEY/140-0270-00855                                                                                                                                                         | R                          | 1/31/2025                                                                  |          | 500.00CR                                                             | 179355                                                   | 500.00       |
| 004033 | SNAP VINYL SIGNS<br>I-1875                                                                                         | PLAQUES/DECAL                                                                                                                                                                       | R                          | 1/31/2025                                                                  |          | 638.00CR                                                             | 179356                                                   | 638.00       |
| 000514 | ST LOUIS COUNTY AUDITOR<br>I-00012427                                                                              | DEC 2024 OBLIGATIONS                                                                                                                                                                | R                          | 1/31/2025                                                                  |          | 6,724.88CR                                                           | 179357                                                   | 6,724.88     |
| 003003 | ST LOUIS COUNTY PUBLIC WORKS HIBBING<br>I-292807                                                                   | DEC 2024 FUEL                                                                                                                                                                       | R                          | 1/31/2025                                                                  |          | 35,595.98CR                                                          | 179358                                                   | 35,595.98    |
| 000924 | ST. LOUIS COUNTY AUDITOR<br>I-00012428                                                                             | JAN-DEC 2025 LAW ENF LEASE                                                                                                                                                          | R                          | 1/31/2025                                                                  |          | 5,000.00CR                                                           | 179359                                                   | 5,000.00     |
| 003290 | STERICYCLE, INC<br>I-8009623334                                                                                    | 43 GAL TUB                                                                                                                                                                          | R                          | 1/31/2025                                                                  |          | 50.00CR                                                              | 179360                                                   | 50.00        |
| 000366 | STREICHERS, INC<br>I-I1739971<br>I-I1740001<br>I-I1740259                                                          | TACTIX JACKETS<br>PERFORMANCE POLOS<br>PATCH/HPD CSO ROCKER                                                                                                                         | R<br>R<br>R                | 1/31/2025<br>1/31/2025<br>1/31/2025                                        |          | 399.99CR<br>227.00CR<br>225.00CR                                     | 179361<br>179361<br>179361                               | 851.99       |
| 001683 | STRYKER MEDICAL<br>I-9208162353                                                                                    | KIT/SNGL ELECTRODE                                                                                                                                                                  | R                          | 1/31/2025                                                                  |          | 188.00CR                                                             | 179362                                                   | 188.00       |
| 000722 | SUPER ONE FOODS - RETAIL ACCOUNTING<br>I-00406548                                                                  | GROCERY/PRODUCE/BAKERY/DELI                                                                                                                                                         | R                          | 1/31/2025                                                                  |          | 187.95CR                                                             | 179363                                                   | 187.95       |
| 003130 | TONER PLANET PACK N SHIP<br>I-379505<br>I-379557<br>I-379709<br>I-380170                                           | USPS/N STAR TRN/SAGINAW<br>USPS/BCA LAB/BEMIDJI<br>UPS GRND/PRECISE/MERIDIAN ID<br>UPS GROUND /ST PAUL                                                                              | R<br>R<br>R<br>R           | 1/31/2025<br>1/31/2025<br>1/31/2025<br>1/31/2025                           |          | 8.86CR<br>19.83CR<br>16.36CR<br>10.49CR                              | 179364<br>179364<br>179364<br>179364                     | 55.54        |

PACKET: 03834 Regular Payments 01/31/25  
VENDOR SET: 01  
BANK : APBNK US BANK

\*\*\*\* CHECK LISTING \*\*\*\*

| VENDOR | NAME / I.D.                                                   | DESC                                       | CHECK TYPE | CHECK DATE             | DISCOUNT | AMOUNT                 | CHECK NO#        | CHECK AMOUNT |
|--------|---------------------------------------------------------------|--------------------------------------------|------------|------------------------|----------|------------------------|------------------|--------------|
| 000764 | TOURIST CENTER SENIOR CITIZENS INC<br>I-01/24/25              | 2025 MINEVIEW OPERATION SUPPT              | R          | 1/31/2025              |          | 10,000.00CR            | 179365           | 10,000.00    |
| 000378 | TROMCO ELECTRIC INC<br>I-4845                                 | TRACED PIPE/DISC STAGE/RACETRK             | R          | 1/31/2025              |          | 600.00CR               | 179366           | 600.00       |
| 005699 | ULTRA BRIGHT LIGHTZ, LLC<br>I-W192715                         | Z-FLASH/VEHICLE FLASHER/FORD               | R          | 1/31/2025              |          | 1,349.97CR             | 179367           | 1,349.97     |
| 005651 | UNITED TACTICAL SYSTEMS, LLC<br>I-0094914-IN                  | INSTR ARMORER/K HORTON                     | R          | 1/31/2025              |          | 549.00CR               | 179368           | 549.00       |
| 001677 | UNIVERSITY MEDICAL CENTER FAIRVIEW<br>I-1962915/DEC 24        | PRE-EMPL SCRNS/C SVCS & WWTP               | R          | 1/31/2025              |          | 1,032.00CR             | 179369           | 1,032.00     |
| 005463 | VALVOLINE INSTANT OIL CHANGE<br>I-198217                      | OIL CHANGE/8580                            | R          | 1/31/2025              |          | 47.58CR                | 179370           | 47.58        |
| 005620 | VERTOSOFT LLC<br>I-INV7436                                    | ASSETS/PK&REC/FACILITIES/TRANS             | R          | 1/31/2025              |          | 34,623.75CR            | 179371           | 34,623.75    |
| 003227 | WITMER PUBLIC SAFETY GROUP, INC<br>I-INV611270<br>I-INV612029 | CAIRNS/NFPA BOURKES<br>CAIRNS/NFPA BOURKES | R<br>R     | 1/31/2025<br>1/31/2025 |          | 1,061.89CR<br>997.98CR | 179372<br>179372 | 2,059.87     |

PACKET: 03834 Regular Payments 01/31/25  
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 |
|--------|--------------------------------------------|---------------------------|-----------|-----------|----------|------------|----------|-------------|
| 005703 | SMITH HEALTH, INC.<br>I-20250115_SRX019829 | VEBA/PPO RX CLMS JAN 2025 | D         | 1/31/2025 |          | 3,121.05CR | 001497   | 3,121.05    |

|                       |     |           |              |               |
|-----------------------|-----|-----------|--------------|---------------|
| * * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT    | TOTAL APPLIED |
| REGULAR CHECKS:       | 101 | 0.00      | 2,690,431.04 | 2,690,431.04  |
| HANDWRITTEN CHECKS:   | 0   | 0.00      | 0.00         | 0.00          |
| PRE-WRITE CHECKS:     | 0   | 0.00      | 0.00         | 0.00          |
| DRAFTS:               | 1   | 0.00      | 3,121.05     | 3,121.05      |
| 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:      | 102 | 0.00      | 2,693,552.09 | 2,693,552.09  |

TOTAL ERRORS: 0      TOTAL WARNINGS: 0

VENDOR SET: 01  
BANK : APBNK US BANK

A / P CHECK REGISTER

\*\*\* DRAFT/OTHER LISTING \*\*\*

| VENDOR                     | NAME / I.D. | DESC | ITEM<br>TYPE | PAID<br>DATE | DISCOUNT | AMOUNT         | ITEM<br>NO# | ITEM<br>AMOUNT |
|----------------------------|-------------|------|--------------|--------------|----------|----------------|-------------|----------------|
| ** POSTING PERIOD RECAP ** |             |      |              |              |          |                |             |                |
| FUND                       |             |      | PERIOD       |              |          | AMOUNT         |             |                |
| 101                        |             |      | 1/2025       |              |          | 1,647,237.88CR |             |                |
| 211                        |             |      | 1/2025       |              |          | 9,644.07CR     |             |                |
| 255                        |             |      | 1/2025       |              |          | 6,000.00CR     |             |                |
| 400                        |             |      | 1/2025       |              |          | 178,759.90CR   |             |                |
| 405                        |             |      | 1/2025       |              |          | 3,750.00CR     |             |                |
| 406                        |             |      | 1/2025       |              |          | 500.00CR       |             |                |
| 418                        |             |      | 1/2025       |              |          | 876.00CR       |             |                |
| 431                        |             |      | 1/2025       |              |          | 600.00CR       |             |                |
| 602                        |             |      | 1/2025       |              |          | 327,844.10CR   |             |                |
| 603                        |             |      | 1/2025       |              |          | 13,823.34CR    |             |                |
| 610                        |             |      | 1/2025       |              |          | 498,569.67CR   |             |                |
| 612                        |             |      | 1/2025       |              |          | 2,520.08CR     |             |                |
| 805                        |             |      | 1/2025       |              |          | 3,427.05CR     |             |                |
| =====                      |             |      |              |              |          |                |             |                |
| ALL                        |             |      |              |              |          | 2,693,552.09CR |             |                |

CITY OF HIBBING (6195543)  
401 E 21ST ST  
Hibbing, MN 55746-5510  
United States  
41-6005232

**Payroll Recap & Funding**  
**Biweekly Regular 01/31/2025**

Pay Date: 01/31/2025

**Payroll Overview**

|                           |                             |
|---------------------------|-----------------------------|
| Payroll                   | Biweekly Regular 01/31/2025 |
| Pay Date                  | 01/31/2025                  |
| # Employees               | 170                         |
| # Paid Employees          | 169                         |
| # Regular                 | 170                         |
| # Pay Periods             | 1                           |
| Base Compensation Changes | 8                           |
| New Hires                 | 2                           |

**Employee Payments**

|                                             | #   | EE's | \$ Amount               |
|---------------------------------------------|-----|------|-------------------------|
| Direct Deposits Debited                     | 233 | 169  | 295,574.13 <sup>D</sup> |
| <b>Total</b>                                |     |      | <b>295,574.13</b>       |
| (D) POD6   UKG Payroll Services Admin Debit |     |      | <b>-295,574.13</b>      |
| Your Remaining Bank Account Liability       |     |      | <b>0.00</b>             |
| Vouchers Printed                            | 0   |      |                         |
| Vouchers Suppressed                         | 0   |      |                         |

**Taxes**

|                                             | EIN        | EE's | \$ Amount              |
|---------------------------------------------|------------|------|------------------------|
| FIT/EE                                      | 41-6005232 | 137  | 39,964.81 <sup>D</sup> |
| FICA/ER                                     | 41-6005232 | 112  | 14,757.35 <sup>D</sup> |
| FICA/EE                                     | 41-6005232 | 112  | 14,757.35 <sup>D</sup> |
| MEDI/ER                                     | 41-6005232 | 169  | 6,205.78 <sup>D</sup>  |
| MEDI/EE                                     | 41-6005232 | 169  | 6,205.78 <sup>D</sup>  |
| SIT:MN/EE                                   | 8022766    | 143  | 18,721.00 <sup>D</sup> |
| <b>Total</b>                                |            |      | <b>100,612.07</b>      |
| (D) POD6   UKG Payroll Services Admin Debit |            |      | <b>-100,612.07</b>     |
| Your Remaining Tax Liability                |            |      | <b>0.00</b>            |

**Vendor Liabilities**

|                                             | EE's | \$ Amount             |
|---------------------------------------------|------|-----------------------|
| AFAC-WWHQ                                   | 5    | 278.18 <sup>C</sup>   |
| AFSCME MN COUNCIL 65                        | 61   | 3,781.86 <sup>C</sup> |
| City of Hibbing Insurance                   | 1    | 1,453.79 <sup>D</sup> |
| EMPOWER                                     | 65   | 9,525.14              |
| HIBBING POLICE ASSOCIATION                  | 14   | 140.00 <sup>D</sup>   |
| Lincoln Financial Group                     | 16   | 3,894.99              |
| MADISON NATIONAL LIFE                       | 11   | 361.86 <sup>C</sup>   |
| MN CHILD SUPPORT PAYMENT CE                 | 2    | 731.88 <sup>D</sup>   |
| MN PERA                                     | 139  | 88,197.48             |
| NATIONWIDE                                  | 13   | 1,865.00              |
| U.S. Department of the Treasury             | 1    | 242.44 <sup>C</sup>   |
| <b>Total</b>                                |      | <b>110,472.62</b>     |
| (D) POD6   UKG Payroll Services Admin Debit |      | <b>-2,325.67</b>      |
| (C) Vendor Checks                           |      | <b>-4,664.34</b>      |
| Your Remaining Vendor Liability             |      | <b>103,482.61</b>     |

**Total**

|                                         |                    |
|-----------------------------------------|--------------------|
| Total                                   | <b>506,658.82</b>  |
| POD6   UKG Payroll Services Admin Debit | <b>-398,511.87</b> |
| Total of Your Responsibility            | <b>108,146.95</b>  |

**Recap**

| POD6   UKG Payroll S | Date       | Bank Account # | \$ Amount         |
|----------------------|------------|----------------|-------------------|
| Vendor Payment SPA   | 01/30/2025 | x0087          | 2,325.67          |
| Tax Payment          | 01/30/2025 | x0087          | 100,612.07        |
| Empl. Dir. Dep. SPA  | 01/30/2025 | x0087          | 295,574.13        |
| <b>Total Debits</b>  |            |                | <b>398,511.87</b> |

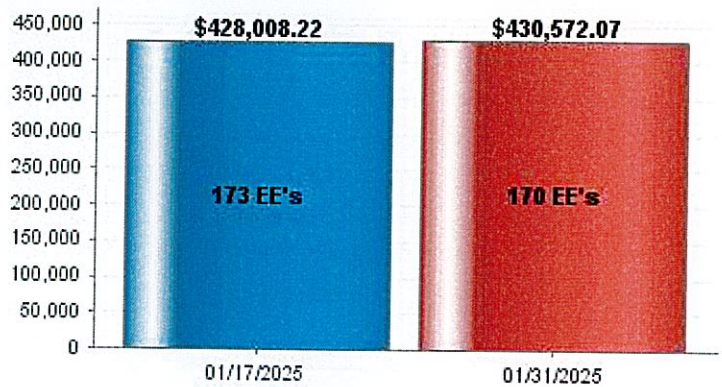
**Cash Requirements: x0087**

|                     | \$ Amount         |
|---------------------|-------------------|
| Vendor Payment SPA  | 2,325.67          |
| Vendor Checks       | 4,664.34          |
| Tax Payment         | 100,612.07        |
| Empl. Dir. Dep. SPA | 295,574.13        |
| <b>Total</b>        | <b>403,176.21</b> |

**General Ledger Summary**

|                       | Debit/Exp.        | Credit/Liab.      |
|-----------------------|-------------------|-------------------|
| Earning               | 429,288.32        |                   |
| ER Deduction          | 51,985.47         |                   |
| ER Tax (Offset)       | 20,963.13         |                   |
| ER Tax                |                   | 20,963.13         |
| ER Deduction (Offset) |                   | 51,985.47         |
| Deduction             |                   | 54,065.25         |
| Tax                   |                   | 79,648.94         |
| Direct Deposit        |                   | 295,574.13        |
|                       | <b>502,236.92</b> | <b>502,236.92</b> |

**Comparison To Last Pay Period - Gross Wages**



**PR# 3-25**  
**1/11/25-1/24/25**  
**PAID 01/31/2025**

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

Kronos SaaS, Inc.  
City of Hibbing



Generated: 01/29/2025 01:59p  
Generated By: OWEN D. WALTERS  
Page 1 of 2





## **Request for Council Action**

### **City Council Action**

Declare Waste Collection Systems Truck for Surplus.

### **Description of Agenda Item**

Declare 2013 Ford F-250 Vin# 1FT7X2B69DEA05052 to surplus. Truck has engine problems and box of truck needs replacement. The cost of repairs would exceed the value. This truck was replaced with one of the new f-150's. This will be put on MN Bid.

### **Strategic Initiative**

### **Owner of Agenda Item**

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

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

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

### **Budgetary/Fiscal Impact**

### **Action Requested**

Declare Waste Collection Systems Truck Surplus

### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Authorize the Mayor to sign the Agreement between the City of Hibbing and ESI Employee Assistance Group in the amount of \$3,700 for the 2025 Total Care & Public Safety Employee Assistance Program services.

### **Description of Agenda Item**

Authorize the Mayor to sign the Agreement between the City of Hibbing and ESI Employee Assistance Group in the amount of \$3,700 for the 2025 Total Care & Public Safety Employee Assistance Program services.

### **Strategic Initiative**

Engaged and Forward-Thinking Leadership. Future-focused on all levels of the organization. Sustainable operations. Destination careers that attract and retain high-quality employees.

### **Owner of Agenda Item**

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

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

Renewal with ESI EAP for Employee Assistance Program. This program offers EAP services to our managers, all employees, and our employee's families, and meets the public employer reimbursement requirement of an employee assistance program that goes into effect on January 1, 2024, per MN Statute 299A.465.

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

### **Budgetary/Fiscal Impact**

Budgeted - \$3,700.

### **Action Requested**

Authorize the Mayor to sign the Agreement between the City of Hibbing and ESI Employee Assistance Group in the amount of \$3,700 for the 2025 Total Care & Public Safety Employee Assistance Program services.

### **Attachments**

1. City of Hibbing, MN Total Care & Public Safety EAP Contract January 2025





TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **City of Hibbing, MN Total Care & Public Safety** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **1/1/25-12/31/25**.

### I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

## III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

#### IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

#### V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

#### VI. Optional Services

- **GCN Compliance Training: NO**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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## VII. Term

- A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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## **X. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **XI. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

## **XII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

**City of Hibbing, MN Total Care & Public Safety**

\_\_\_\_\_  
Gordon G. Bell, President

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





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Higher Ed EAP  
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Union AP

## Employee Assistance Program (EAP) | EXHIBIT A

City of Hibbing, MN Total Care & Public Safety ("Client") 1/1/25-12/31/25

### Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **134**.  
(TC 80, PS 54)
- B.** Client agrees to pay ESI the sum of **\$3,700.00** annually.  
(TC \$2,209.00, PS \$1,491.00)
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **101** to **150**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** Trauma Responses available at **\$250** per hour plus travel time.
- G.** DOT required Substance Abuse Evaluations - **\$850** each.



## **Request for Council Action**

### **City Council Action**

Authorize the hire of Makayla Werdier for the Full-Time Firefighter/Paramedic position pending pre-employment contingencies.

### **Description of Agenda Item**

Authorize the hire of Makayla Werdier for the Full-Time Firefighter/Paramedic position pending pre-employment contingencies.

### **Strategic Initiative**

### **Owner of Agenda Item**

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

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

Replace Jaxon Johnson. Fully staffed with this appointment.

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

### **Budgetary/Fiscal Impact**

Budgeted.

### **Action Requested**

Authorize the hire of Makayla Werdier for the Full-Time Firefighter/Paramedic position pending pre-employment contingencies.

### **Attachments**

None



## Request for Council Action

### City Council Action

#### Description of Agenda Item

The Science Museum of MN will provide preliminary and detailed development and design services for the exhibition space in the Hull Rust Mine View buildings.

#### Strategic Initiative

#### Owner of Agenda Item

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

#### Introduction/Background/Justification/Key Issues/Legal

The Science Museum of MN will provide preliminary and detailed development and design services for the exhibition space in the Hull Rust Mine View buildings. This will allow us to finish off exhibit design work and then move into construction following this.

#### Project Schedule

| <i>Activity</i>                                          | <i>Anticipated Date</i>         |
|----------------------------------------------------------|---------------------------------|
| Project Commences, Virtual Kick-off Meeting is Scheduled | Upon execution of the agreement |
| Draft Detailed Design Package is Delivered               | May 30, 2025                    |
| Final Detailed Design Package is Delivered               | June 30, 2025                   |
| Final Graphics Package is Delivered                      | August 15, 2025                 |

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

#### Budgetary/Fiscal Impact

\$150,000 - (\$106,000 MN Historical Society Grant, \$44,000 City of Hibbing matching grant fund)

**Action Requested**

Requesting Council Approval

**Attachments**

1. Exhibit Service Contract Hibbing 1.21.25

## Contract for Exhibition Services - Hibbing Mine View

This Agreement is made and entered into, effective this \_\_\_\_\_ day of February 2025, by and between the City of Hibbing, and The Science Museum of Minnesota, a Minnesota nonprofit corporation (SMM).

CLIENT and SMM agree as follows:

1. Engagement and Acceptance. CLIENT hereby engages SMM to perform services for CLIENT relating to an Exhibit and as set forth herein and in Attachment A ("Exhibit Services"). SMM hereby accepts such engagement and agrees to perform the Exhibit Services under the terms and conditions hereinafter set forth.
2. Exhibit Services by SMM. SMM shall furnish the Exhibit Services under this Agreement as indicated and set forth in Attachments A (Scope of Services), B (Project Schedule), and C (Payment Schedule). SMM shall perform the Exhibit Services in a safe, skillful, and workmanlike manner. SMM shall be responsible for complying with all local, state, and federal laws and regulations including, but not limited to, laws regarding toxic substances, workers' safety and labor practices relating to its business, and the Exhibit Services performed pursuant to this Agreement.
3. Reviews and Approvals by CLIENT. CLIENT shall review and approve the design deliverables according to the timeline outlined in Attachment B (Project Schedule). Once components have been approved in writing, CLIENT shall bear the cost, delay and any other burdens of any significant subsequent changes.
4. Changes in the Exhibit Services. Should CLIENT wish to make changes or modifications to the Exhibit Services after SMM has received approval from CLIENT and where such changes result in an increase to the Exhibit Services, such changes may result in an equitable adjustment to the price, Project Schedule or both; provided that if an adjustment is required because of a change or modification requested by CLIENT, SMM shall provide CLIENT with a written estimate of any required adjustments. The parties shall agree in writing signed by both parties to any changes or modifications prior to SMM commencing work on such changes or modifications.
5. Payments to SMM and Completion.
  - 5.1. CLIENT hereby agrees to pay SMM for services to be performed by SMM under this Agreement the total CONTRACT AMOUNT of one hundred and fifty thousand dollars and 00/100 U.S. Dollars (\$150,000.00).
  - 5.2. Payments by CLIENT to SMM for Exhibit Services shall be due as set forth in Attachment C. Subject to CLIENT's right to withhold payment in accordance with this paragraph, all invoices (other than Payment #1, which shall be due upon execution of the contract) received by CLIENT on or before the last day of the month will be paid by the last calendar day of the following month.
  - 5.3. In the event SMM material breaches, or fails to perform, a substantial part of its obligations under this Agreement, then CLIENT, upon written notice to SMM identifying the alleged breached or failure to perform, may withhold from payment a reasonable amount needed to cure the breach or failure to perform. Upon receipt of written notice from CLIENT of the withholding of payment, SMM shall cure the breach or failure to

perform, and upon satisfactory cure of breach or performance, CLIENT shall pay the withheld funds to SMM.

- 5.4. If CLIENT fails to make any payment to SMM within thirty (30) days of its due date, SMM may stop providing Exhibit Services until payment of the amount owing is received, except as provided in Section 5.3. In addition, the Project Schedule shall be extended appropriately and CLIENT shall be responsible for any additional costs incurred by reason of the delay caused by the failure to make payment.
- 5.5. Final payment in full to SMM for Exhibit Services, including any retainage previously withheld, shall be made within thirty (30) days from delivery of the Exhibit to CLIENT's facility.
- 5.6. SMM shall submit invoices to:

|                   |                                    |
|-------------------|------------------------------------|
| Name:             | City of Hibbing                    |
| Street Address:   | 401 East 21st St                   |
| City, State, Zip: | Hibbing MN 55746                   |
| Attn:             | Nick Arola, City Services Director |
- 5.7. Payments due to SMM which are not made when due as provided in Section 5.2 shall bear interest at an annual interest rate of 12%, except that, if CLIENT reasonably disputes any part of an invoice, that portion of payment which CLIENT reasonably disputes shall not bear interest until the dispute is resolved.

6. Project Schedule and Delays.

- 6.1. SMM and CLIENT shall work together to achieve the Project Schedule and meet the milestones set forth in Attachment B.
- 6.2. SMM shall not be responsible for delays due to strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, act of God or any other cause beyond SMM's reasonable control and there will be an equitable adjustment to the Project Schedule for any such delays. SMM shall also be entitled to an equitable adjustment to the Project Schedule for any delay that is caused by CLIENT.

7. CLIENT Representative.

- 7.1. CLIENT shall provide one representative who will serve as the ultimate authority for all decisions, reviews and approvals by CLIENT related to service under this Agreement. It shall be the responsibility of CLIENT Representative to acquire any required approvals from CLIENT and CLIENT internal staff and administration as well as any inspections and reviews by state and local government entities in a timely fashion and prior to giving final approval to SMM. SMM shall be entitled to rely upon the approvals and instructions of CLIENT's Representative.

- 7.2. CLIENT hereby designates as its representative for all decisions, reviews, and approvals under this Agreement:

|                   |                         |
|-------------------|-------------------------|
| Name:             | Nick Arola              |
| Title:            | City Services Director  |
| Company Name:     | City of Hibbing         |
| Street Address:   | 401 East 21st St        |
| City, State, Zip: | Hibbing MN 55746        |
| Phone:            | (218)421-5565           |
| Email:            | nickarola@hibbingmn.gov |

8. SMM Representative.

- 8.1. SMM shall provide an SMM Representative who will serve as the ultimate authority for all decisions, reviews and approvals related to SMM work under this Agreement. It shall be the responsibility of the SMM Representative to acquire any required approvals from SMM and the SMM internal staff and administration prior to giving final approval to CLIENT. CLIENT shall be entitled to rely upon the approvals and instructions of the SMM's Representative.

- 8.2. SMM hereby designates as its SMM Representative for all decisions, reviews, and approvals under this Agreement:

|                   |                             |
|-------------------|-----------------------------|
| Name:             | Nick Golfis                 |
| Title:            | Project Leader              |
| Company Name:     | Science Museum of Minnesota |
| Street Address:   | 120 West Kellogg Boulevard  |
| City, State, Zip: | St. Paul, MN 55102          |
| Phone:            | 651-645-2382 (mobile)       |
| Email:            | ngolfis@smm.org             |

9. Termination of Agreement.

- 9.1. This Agreement may be terminated by either party upon written notice should the other party materially breach or fail to substantially perform their obligations through no fault of the party initiating the termination. Such termination for cause shall become effective 15 days from the date such notice is actually received by the non-initiating party; provided that the termination shall not become effective if such non-performance is cured within such 15-day period, or if the non-performance or breach cannot be cured with 15 days, the breaching party has undertaken all reasonable steps to cure the non-performance or breach and can provide reasonable assurances the non-performance or breach will be cured within a reasonable time.

- 9.2. In the event CLIENT notifies SMM its intent to terminate this Agreement for material breach or failure to substantially perform, and SMM fails to cure the material breach or failure to perform as provided in Section 9.1, then SMM shall cease all work, cancel any pending material orders, and terminate all subcontracts in effect pursuant to this Agreement. CLIENT shall compensate SMM for the reasonable value of all Exhibit Services actually and acceptably performed through to the date of termination as full and complete payment of all amounts owed to SMM under this Agreement by CLIENT; provided that CLIENT shall be entitled to withhold amounts to offset a reasonable amount for its out of pocket costs incurred as a direct result of such material breach or failure to perform but not to exceed the remaining amount owed to SMM under this Agreement. Upon termination and payment by CLIENT of all amounts due, SMM shall

promptly deliver to CLIENT, all reports, records, materials, supplies and other work product relating to this Agreement, including all documents and deliverables whether completed or still in process.

9.3. If prior to termination, SMM has received from CLIENT compensation in excess of the contract amount owed to SMM for Exhibit Services performed prior to termination, including reasonable overhead and profit, SMM shall return to CLIENT that portion of the compensation received from CLIENT which exceeds the amount actually owed to SMM for the work performed prior to termination.

9.4. CLIENT may terminate this Agreement at any time without cause, upon 15 days written notice of termination to SMM, but shall pay to SMM all amounts owed under this Agreement.

10. Intellectual Property All documents, materials, exhibits and/or exhibit components, including, but not limited to, writings, drawings, specifications, pictures, recordings, computer or machine readable data and all copies or reproductions thereof (the "Exhibit"), and all copyrights, rights of reproduction and other intellectual property rights in the Exhibit (the "Intellectual Property"), created by SMM either solely or jointly with others pursuant to this Agreement, shall be the property of CLIENT, and ownership of the Exhibit and Intellectual Property shall transfer to CLIENT upon delivery of the Exhibit to CLIENT's facility, subject to a lien in favor of SMM for any remaining amounts owed to SMM under this Agreement. CLIENT shall be entitled to the exclusive use of the Exhibit and Intellectual Property within a 50-mile radius of Hibbing, MN (the "Exclusive Territory"). Except for the Exclusive Territory, CLIENT grants to SMM a perpetual, non-exclusive, royalty-free license to: (a) reproduce and publicly display a copy or reproduction of the Exhibit; (b) create derivative works of the Exhibit; (c) to grant sub-licenses to others to publicly display a copy, reproduction or derivative work of the Exhibit; and (d) use images from the exhibit development and design process and images of the final Exhibit in SMM's project portfolio and as examples of SMM's work. Notwithstanding the foregoing, where writings, documents, exhibits, exhibit components, drawings, specifications, blueprints, pictures, models, recordings, computer or machine readable data and/or designs (hereinafter "Preexisting Materials") are acquired from other sources for use in the Exhibit, SMM shall acquire any required permission or license from the owner of the Preexisting Materials on behalf of CLIENT, or, in the case of Preexisting Materials belonging to the SMM, SMM grants to CLIENT a perpetual, non-exclusive, royalty-free, world-wide license to display or use said Preexisting Materials for the purpose of displaying the Exhibit. Client shall have no other interest in the Preexisting Materials beyond the non-exclusive license provided herein. CLIENT acknowledges and agrees that SMM retains all rights to methodology and know-how in creating the Exhibit, and may use such methodology, know-how and the Preexisting Materials in work for other clients of SMM.

11. Warranty.

11.1. SMM warrants all parts and workmanship in connection with the Exhibit Services against defect caused by faulty parts or workmanship for one year after the opening of the Exhibit and agrees to promptly replace, remedy, alter, modify or install, defective parts and/or repair defects of workmanship, as necessary to give effect to said warranty (or to cause the appropriate manufacturer to do so). SMM further reserves the right, in its sole discretion, to determine the most appropriate method to repair or replace such faulty parts or workmanship under this subsection. CLIENT agrees to promptly notify SMM in writing or via email of any concerns about defects and to provide necessary troubleshooting information and onsite assistance for SMM to adequately diagnose the



most appropriate response. The warranty contained herein shall not apply in connection with problems which occur subsequent to date of acceptance of the Exhibit Services and which are not caused by or are the fault of SMM, including but not limited to CLIENT's or host institution's failure to properly monitor and supervise members of the public viewing and using the Exhibit, or unreasonable use or abuse of the Exhibit by anyone. Those portions of the Exhibit that are designed for interaction with the public shall be included in this warranty to withstand normal appropriate use by the public.

- 11.2. To the extent that the Exhibit Services may include any sale or delivery of goods to CLIENT, SMM warrants that all goods sold are free of any security interest or other lien and will, in addition, make available to CLIENT all transferable warranties made to SMM by the manufacturers of the goods. Other than as stated in this Section 11, **SMM MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

12. Indemnifications.

- 12.1. SMM agrees to indemnify, defend, save and hold harmless CLIENT, its officers, agents, and employees from and against claims, damages, expenses and losses arising out of or resulting from SMM's responsibilities under this Agreement or use of the Exhibit, provided that such claim, damage, expense or loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than any tangible property delivered under this Agreement), but only to the extent caused by the negligent acts or omissions of SMM or a subcontractor of SMM, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and not to the extent that such claim, damage, expense or loss is caused in part by CLIENT, subcontractor of CLIENT, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. SMM or its insurer shall engage counsel reasonably acceptable to CLIENT to defend any such claim or action against CLIENT and SMM agrees to indemnify CLIENT for all costs and expenses (including legal fees) in connection therewith. SMM or its insurer shall have the right to settle any monetary claims but must obtain CLIENT's written approval prior to entering into any settlement that includes injunctive or similar relief. The indemnity under this section applies to accidents or occurrences that occur during the ten year period of anticipated use of the Exhibit by CLIENT after the date of completion of the Exhibit under this Agreement.
- 12.2. CLIENT agrees to indemnify, defend, save and hold harmless SMM, its officers, agents, and employees from and against claims, damages, expenses and losses arising out of or resulting from performance of the services under this Agreement, provided that such claim, damage, expense or loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than any tangible property delivered under this Agreement), but only to the extent caused by the negligent acts or omissions of CLIENT or a subcontractor of CLIENT, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and not to the extent that such claim, damage, expense or loss is caused in part by SMM, subcontractor of SMM, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. CLIENT or its insurer shall engage counsel reasonably acceptable to SMM to defend any such claim or action against SMM and CLIENT agrees to indemnify SMM for all costs and expenses (including legal fees) in connection therewith. CLIENT shall have the right to settle any monetary claims, but must obtain SMM's written approval prior to entering into any settlement that includes injunctive or similar relief. The

obligation of CLIENT under this Section shall not extend to the liability of SMM, its agents or employees, arising out of materials originally provided by SMM, but shall extend to any materials originally provided by CLIENT but modified by SMM. The indemnity under this section applies to accidents or occurrences that occur during any use of the Exhibit, regardless of whether such use by CLIENT was anticipated at the time of entering into this Agreement.

13. Liens. SMM shall make certain that no liens arising out of the Exhibit Services performed under this Agreement other than its own attach to the Exhibit and shall take all actions necessary to discharge any liens that are attached thereto. If SMM fails to remove a lien by a third-party that arises out of the Exhibit Services performed by SMM under this Agreement within a reasonable time after Client gives written notice to SMM, CLIENT shall have the right to take all actions necessary to discharge any liens that attach to the Exhibit, and SMM shall indemnify CLIENT for all costs and expenses in connection with the discharge thereof.
14. Royalties, Patents And Copyrights. SMM shall pay all royalties and license fees, if any, owed based on the Exhibit Services provided by SMM, and for the period of anticipated use of the Exhibit under this Agreement. SMM shall defend suits or claims for infringement of copyrights and patent rights and shall hold the CLIENT harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the CLIENT, or where the copyright violations are contained in any plans, drawings, specifications or other documents prepared by CLIENT.
15. Mutual Waiver Of Claims For Consequential Damages.
  - 15.1. SMM and CLIENT waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:
    - 15.1.1. a) damages incurred by the CLIENT for rental expenses, for losses of use, income, profit, financing, business interruption, business reputation, and for loss of management or employee productivity or of the services of such persons; and
    - 15.1.2. b) damages incurred by SMM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business interruption, business reputation, and for loss of profit except anticipated profit arising directly from the Exhibit Services performed under this Agreement.
  - 15.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as provided in Section 9 above.
16. Loss Of Use And Business Interruption Insurance By Client. The CLIENT, at CLIENT's option, may purchase and maintain such insurance as will insure the CLIENT against loss of use of the Exhibit, business interruption, and CLIENT's other property due to fire or other hazards, however caused. The CLIENT waives all rights of action against SMM for loss of use of the Exhibit, business interruption, and damage to CLIENT's other property, including consequential losses due to fire or other hazards however caused.
17. Property Insurance On Exhibit, Transfer Of Title And Risk Of Loss. SMM agrees to insure the Exhibit at SMM's expense prior to delivery of the Exhibit to the CLIENT's facility, including during shipment of the Exhibit to the CLIENT. Title and risk of loss or damage to the Exhibit shall pass to CLIENT upon delivery of the Exhibit to the CLIENT's facility. Should loss or damage occur to the Exhibit after title and risk of loss has passed to CLIENT, CLIENT shall remain obligated to make full payment of any amount still owing to SMM as stated in Section 5 above.

18. Insurance. Insurance requirements are contained in Attachment D, incorporated herein.
19. Independent Contractor Status. SMM shall be an independent Contractor, and this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between CLIENT and SMM. The control and conduct of the Exhibit Services to be performed by SMM will lie solely with SMM, provided that such work shall be subject to approval by CLIENT as otherwise provided in this Agreement. SMM may provide services to others during the period of this Agreement. SMM shall have full authority to employ qualified and experienced workers or subcontractors in carrying out the terms of this Agreement and shall be responsible for and in full control of such workers. SMM's employment of subcontractors shall not relieve or limit SMM's obligations and duties to CLIENT.
20. Notices. Notices required or permitted hereunder shall be in writing and shall be sent to the address for SMM and CLIENT set forth in above and shall be deemed given on the earlier of:
- physical delivery to a party;
  - upon delivery after mailing by prepaid certified mail, return receipt requested; or
  - three (3) business days following mailing if sent via first class mail.
21. Miscellaneous.
- 21.1. Dispute Resolution. Any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration pursuant to the commercial rules of arbitration of the American Arbitration Association. The arbitration proceeding shall occur in Ramsey County, Minnesota. Judgment on the award may be entered in any court having jurisdiction thereof.
- 21.2. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
- 21.3. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, it shall not affect the legality, validity, or enforceability of any other provision hereof.
- 21.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together be deemed to constitute one and the same instrument.
- 21.5. Headings; References. Paragraph headings contained in this Agreement are included for convenience only and shall not affect the meaning of the provisions hereof. References to Paragraphs herein shall be to Paragraphs of this Agreement unless otherwise indicated.
- 21.6. Approval and Authority. The undersigned represent they have the authority and approval to enter into this Agreement on behalf of their respective institutions.
- 21.7. Entire Agreement. This Agreement constitutes the entire and integrated Agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, and Agreements, whether written or oral. This Agreement shall not be assigned by either party without the prior written consent of the other. It is binding upon each party, its successors, assigns, and legal representatives. No provision hereof may be amended or waived except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year first written above, and the undersigned affirm that they have read this Agreement, that all terms of this agreement are understood and agreed to, and that all terms and conditions will be met.

For: Science Museum of Minnesota (SMM)  
120 West Kellogg Boulevard  
St. Paul, MN 55102

By: \_\_\_\_\_ Date \_\_\_\_\_  
Alison Brown  
SMM President & CEO

For: City of Hibbing (CLIENT)  
401 East 21st Street  
Hibbing, MN 55746

By: \_\_\_\_\_ Date \_\_\_\_\_  
Pete Hyduke – Mayor

## Attachment A Scope of Services

The Science Museum of Minnesota will provide preliminary and detailed development and design services as defined by the terms of this Agreement and the scope of Exhibit Services contained in this Attachment A.

1. SMM's Scope of Services shall be the provision of expertise to further develop and design two new exhibits in the new visitor center of the Hull Rust & Hibbing Taconite Mine in Hibbing, MN. This phase of work builds on the concept plan created in 2023 and will finalize the development and design to ensure that the project is ready for fabrication / production.
2. SMM and CLIENT will work together to complete preliminary and detailed designs for each exhibit prior to fabrication. SMM and CLIENT shall work together to develop and design the exhibits within the constraints of the available time and budget.
3. CLIENT will initiate and lead all discussions and reviews of Ojibwe content with Boise Forte advisors. CLIENT will also assist in making arrangements with local resource partners on behalf of the SMM team for research, acquisitions, and permissions related to exhibit design.

### **Preliminary and Detailed Development and Design**

SMM will provide exhibit development, prototyping, and design services as follows:

1. Exhibit Development and Project Management:
  - 1.1. Lead exhibit development and design working sessions with CLIENT staff and, through regular telephone conversations and virtual meetings, define and refine the visitor experience possibilities and the physical form of the exhibit.
  - 1.2. Refine preliminary and final list of components, with descriptions of each component, to be included in the exhibition. Prioritize the component list for the prototyping of interactive components.
  - 1.3. Identify possible images, objects, and video footage for use in the exhibit. Maintain a database to catalog images, copy, scripts, objects and artifacts, and technology equipment.
  - 1.4. Write copy for all exhibit graphic panels and labels.
  - 1.5. Work with CLIENT to identify appropriate benchmarks for review of research, writing activity, prototyping, acquisition of photographs, objects and artifacts, etc. Develop and periodically update a plan of work and schedule and prepare budget allocations and estimates.
  - 1.6. Monitor progress and delays in the development and design of the exhibit and work with CLIENT to adjust the plan of work and/or the content and design of the exhibit accordingly.
2. Prototyping: Produce preliminary (or, "proof-of-concept") prototypes of interactive components and visitor experience possibilities, as needed. As required, produce final prototypes engineered to test feasibility, effectiveness, safety, durability, and/or maintainability of interactive exhibits.

3. Exhibit Design:

- 3.1. Produce design drawings as needed to indicate scale, form, and operation of exhibits as a means of communicating the overall design of the exhibition space.
- 3.2. Produce renderings of exhibit areas and components to establish the design style and approach sufficiently to guide the detailed design of the galleries.
- 3.3. Mock up and/or model specific exhibit components, exhibit cabinetry, and environmental components as required to communicate design details and resolve fabrication and visitor use issues.
- 3.4. Document the exhibit design by producing to-scale dimensioned plans and elevations of all components to be produced, drawings of typical details as required, drawings of unique details as required, specifications for materials and finishes, and specifications for equipment, hardware, and devices.
- 3.5. Produce detailed digital models of the gallery showing the exhibit environment and individual components.
- 3.6. Work with CLIENT and its contractors to coordinate the integration of electrical, mechanical, plumbing, and fire safety systems with the exhibit designs (*i.e.*, “shellwork”).

4. Graphic Design:

- 4.1. Develop graphic design templates specifying color palettes, fonts, label and copy hierarchies, illustration styles, print media, substrates, and other design elements.

5. Media Design:

- 5.1. Specify computer and video equipment to be used in the exhibits and design casework, furniture, and other elements necessary for the presentation of media-based components in the galleries.

## Attachment B Project Schedule

| <i>Activity</i>                                          | <i>Anticipated Date</i>         |
|----------------------------------------------------------|---------------------------------|
| Project Commences, Virtual Kick-off Meeting is Scheduled | Upon execution of the agreement |
| Draft Detailed Design Package is Delivered               | May 30, 2025                    |
| Final Detailed Design Package is Delivered               | June 30, 2025                   |
| Final Graphics Package is Delivered                      | August 15, 2025                 |

## Attachment C Payment Schedule

The Payment Schedule is based on the deliverables as outlined in the Project Schedule. Payment will be invoiced upon acceptance of each deliverable by CLIENT. The itemization accompanying each invoice will describe the Exhibit Services accomplished. The amounts below are inclusive of all expenses for the Services. Subject to approval of any adjustments approved pursuant to Sections 4 and 5, any variance from the Project Schedule will be accounted for by a corresponding adjustment to each invoice amount.

| <i>Milestones/Deliverables</i>                                 | <i>Anticipated Date</i>                                | <i>Amount</i> |
|----------------------------------------------------------------|--------------------------------------------------------|---------------|
| <b>Payment # 1:</b> Initiation of Project                      | Upon execution of Agreement, Expected February 5, 2025 | \$37,500      |
| <b>Payment #2:</b> Completion of Draft Detailed Design Package | May 30, 2025                                           | \$37,500      |
| <b>Payment #3:</b> Completion of Final Detailed Design Package | June 30, 2025                                          | \$37,500      |
| <b>Payment #4:</b> Completion of Final Graphics Package        | August 15, 2025                                        | \$37,500      |
| <b>TOTAL</b>                                                   |                                                        | \$150,000     |

## Attachment D Insurance Requirements

### **SMM's Insurance Requirement**

SMM, at its sole cost and expense and throughout the term of this Agreement, shall purchase and maintain the following insurance coverage:

- a. Workers' Compensation & Employers Liability – This coverage shall be carried in accordance with the laws of the state(s) in which the work described herein is being performed, even if the laws of those states does not specifically require that coverage be carried, and coverage shall be with the following limits:
  - i. Workers' Compensation: Statutory
  - ii. Employer's Liability:
    - 1. Each Accident \$1,000,000
    - 2. Occupational Disease per Employee \$1,000,000
    - 3. Occupational Disease Aggregate \$1,000,000
- b. Commercial General Liability – This policy shall be written on an Occurrence form, will be written on an Insurance Services Office (ISO) CG 00 01 12 07 or it equivalent, and must provide coverage for Bodily Injury, including death, Property Damage, Products/Completed Operations, Contractual Liability and Personal & Advertising Injury. This AGREEMENT must be recognized as an insured contract by this policy, including providing coverage for this AGREEMENT within the Personal & Advertising Injury coverage part. The following minimum limits shall be provided:
  - i. General Aggregate Specific to this AGREEMENT \$2,000,000
  - ii. Products/Completed Operations Aggregate Specific to this AGREEMENT \$2,000,000
  - iii. Personal & Advertising Injury \$1,000,000
  - iv. Each Occurrence \$1,000,000
- c. Commercial Umbrella/Excess Liability – Coverage provided by this policy must at least be as broad as coverage found in policy b. of this Section, and must name policies a. and b. as underlying policies to which it attaches. If the limits of the underlying policies are reduced or exhausted due to loss payments, this policy's limits will apply in excess of the reduced limits, or if the underlying limits are exhausted, this policy's limits will apply as underlying limits until its own limits are exhausted. The minimum limits for this policy are \$5,000,000.
- d. General Insurance Provisions:
  - i. Policies a., b., and c. shall waive any rights of recovery or subrogation against CLIENT;
  - ii. Policies b. and c shall name CLIENT as an additional insured, and shall be primary and noncontributory;



- iii. All policies will be written with an insurance company that has an AM Best Financial Strength Rating of A X Stable or better, and must be licensed to do business within the state(s) where performance of this AGREEMENT will occur;
- iv. Any of the limits required above may be met with any combination of primary and excess policies as long as coverage is consistently broad in all layers;
- v. Insurance coverage limits, terms and conditions stated herein are to be considered minimums and do not denote to SMM or its insurers any limitations of liability. SMM is expected to maintain the appropriate insurance limits and coverage that are commensurate with the risks associated with the completion of this Agreement;
- vi. SMM, prior to the commencement of this agreement and the commencement of any work, shall deliver to CLIENT a valid Certificate of Insurance and a copy of the policy showing that the insurance requirements denoted in this section are in place. Upon the expiration of any policy described above, SMM shall deliver to CLIENT an updated Certificate of Insurance that shows that the expired policy has been renewed;
- vii. All policies must be endorsed to provide 30 days notice to CLIENT prior to cancellation. Coverage material to this agreement cannot be modified without 30 days notice to CLIENT.
- viii. SMM will require any subcontractors it engages to complete the scope of work described within to have and maintain insurance at least as broad and with at least the minimum limits as required of SMM by this AGREEMENT;
- ix. Failure to obtain or maintain any of the insurance requirements denoted within will be deemed a breach of this Agreement.

#### **CLIENT's Insurance Requirement**

CLIENT, at its sole cost and expense and throughout the term of this Agreement, shall purchase and maintain the following insurance coverage:

- a. Workers' Compensation & Employers Liability – This coverage shall be carried in accordance with the laws of the state(s) in which the work described herein is being performed, even if the laws of those states does not specifically require that coverage be carried, and coverage shall be with the following limits:
 

|                                      |             |
|--------------------------------------|-------------|
| i. Workers' Compensation:            | Statutory   |
| ii. Employer's Liability:            |             |
| 1. Each Accident                     | \$1,000,000 |
| 2. Occupational Disease per Employee | \$1,000,000 |
| 3. Occupational Disease Aggregate    | \$1,000,000 |
- b. Commercial General Liability – This policy shall be written on an Occurrence form, will be written on an Insurance Services Office (ISO) CG 00 01 12 07 or it equivalent, and must provide coverage for Bodily Injury, including death, Property Damage, Products/Completed Operations, Contractual Liability and Personal & Advertising Injury. This AGREEMENT must be recognized as an insured contract by this policy, including providing coverage for

this AGREEMENT within the Personal & Advertising Injury coverage part. The following minimum limits shall be provided:

- |      |                                                                    |             |
|------|--------------------------------------------------------------------|-------------|
| i.   | General Aggregate Specific to this AGREEMENT                       | \$2,000,000 |
| ii.  | Products/Completed Operations Aggregate Specific to this AGREEMENT | \$2,000,000 |
| iii. | Personal & Advertising Injury                                      | \$1,000,000 |
| iv.  | Each Occurrence                                                    | \$1,000,000 |
- c. Commercial Umbrella/Excess Liability – Coverage provided by this policy must at least be as broad as coverage found in policy b. of this Section, and must name policies a. and b. as underlying policies to which it attaches. If the limits of the underlying policies are reduced or exhausted due to loss payments, this policy’s limits will apply in excess of the reduced limits, or if the underlying limits are exhausted, this policy’s limits will apply as underlying limits until its own limits are exhausted. The minimum limits for this policy are \$5,000,000.
- d. Property Insurance. CLIENT shall purchase and maintain its own property insurance that insures the Exhibit and CLIENT’s other property from loss or casualty.
- e. General Insurance Provisions:
- i. Policies a., b. c. and d. shall waive any rights of recovery or subrogation against SMM;
  - ii. Policies b. and c. shall name SMM as an additional insured, and shall be primary and noncontributory;
  - iii. All policies will be written with an insurance company that has an AM Best Financial Strength Rating of A X Stable or better, and must be licensed to do business within the state(s) where performance of this AGREEMENT will occur;
  - iv. Any of the limits required above may be met with any combination of primary and excess policies as long as coverage is consistently broad in all layers;
  - v. Insurance coverage limits, terms and conditions stated herein are to be considered minimums and do not denote to CLIENT or its insurers any limitations of liability.
  - vi. CLIENT, prior to the commencement of this agreement and the commencement of any work, shall deliver to SMM a valid Certificate of Insurance and a copy of the policy showing that the insurance requirements denoted in this section are in place. Upon the expiration of any policy described above, CLIENT shall deliver to SMM an updated Certificate of Insurance that shows that the expired policy has been renewed;
  - vii. All policies must be endorsed to provide 30 days’ notice to SMM prior to cancellation. Coverage material to this agreement cannot be modified without 30 days’ notice to SMM.



## **Request for Council Action**

### **City Council Action**

#### **Description of Agenda Item**

Approve the updated management and concession agreement for the Hibbing Municipal Golf Course and award the contract to Randy Murray.

#### **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 updated management and concession agreement for the Hibbing Municipal Golf Course and award the contract to Randy Murray. Terms of the agreement will be for one-year. See attached full agreement and terms along with operating procedures.

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

#### **Budgetary/Fiscal Impact**

\$20,000 Base Pay, plus 15% of green fees and season passes.

#### **Action Requested**

Requesting Council Approval

#### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Approve the Conduit Debt Policy

### **Description of Agenda Item**

Approve the Conduit Debt Policy

### **Strategic Initiative**

We don't currently have a policy so this will guide staff and applicants on what it required to apply for conduit debt and guide the process

### **Owner of Agenda Item**

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

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

We were approached that a project would like to apply for conduit debt for a project in Hibbing. The City doesn't currently have a conduit debt policy and/or application so this will help guide the process for both this project and projects in the future. Conduit debt doesn't impact the City's maximum amount of debt, our credit rating, or carry any other obligations of the City other than being the issuer of the debt.

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

None

### **Budgetary/Fiscal Impact**

There is a \$2,500 non-refundable application fee. This is to cover the time spent reviewing the application and any additional costs. The administrative fee will offset annual costs of carrying the debt.

### **Action Requested**

We don't currently have a policy so this will guide staff and applicants on what it required to apply for conduit debt and guide the process

### **Attachments**

1. Conduit Debt Policy & Application FINAL DRAFT



## Conduit Debt Policy

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Policy Area:</b> Finance  | <b>Effective Date:</b>             |
| <b>Policy Owner:</b> Finance | <b>City Council Approval Date:</b> |

| <b>Revisions/Supersedes Date</b> |  |  |  |  |  |  |  |
|----------------------------------|--|--|--|--|--|--|--|
| Council Approval Date:           |  |  |  |  |  |  |  |

### POLICY

Under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 to 496.165 (the "Industrial Development Act"), the City of Hibbing ("City") has authority to issue industrial, commercial, health care and non-permanent housing (e.g., college dormitory) revenue bonds or notes to attract or promote economically sound industry and commerce to the City and the surrounding areas in the State of Minnesota.

Under Minnesota Statutes, Chapter 462C (the "Housing Act"), the City is authorized to issue housing revenue bonds to finance multi-family residential housing projects for low- and moderate-income persons and elderly persons. Projects must be consistent with the City's Housing Plan and must be embodied in a Housing Program as these terms are defined in the Housing Act.

The Council is aware that such financing may be of benefit to the city and will consider requests for tax-exempt financing subject to the following Guidelines. The Council considers tax-exempt financing to be a privilege, not a right.

It is the judgment of the Council that tax-exempt financing is to be used on a selective basis to encourage certain development and services that benefit the city and the surrounding areas in the State of Minnesota as a whole, including significant employment, economic, healthcare, educational and housing opportunities. It is the applicant's responsibility to demonstrate the benefit to the City, both in writing and at the required public hearing. The applicant should understand that although approval may have been granted by the City for the issuance of financing for a similar project or a similar debt structure, it is not a basis upon which approval would be granted.

Each application will be judged on the merits of the project as it relates to the public purposes of the Housing Act and the Industrial Development Act and the benefit to the city and its residents at the time the request for financing is being considered.



## Conduit Debt Policy

### GUIDELINES

1. The Council will consider tax-exempt financing for commercial, industrial, health care and non-permanent housing projects under the Industrial Development Act and housing projects under the Housing Act. An applicant for tax-exempt financing must submit to the city a Financial Assistance Application contained in Part IV of these Guidelines.
2. Projects must be compatible with the overall development plans and objectives of the City and comply with the zoning and land use regulations of the City.
3. An application will not be considered by the Council until tentative City Code findings and requirements have been made with respect to zoning, building plans, platting, streets, and utility services. The application must be accompanied by the addendum contained in Part V of these Guidelines and must provide information as to the project's need for municipal services including, but not limited to, street improvements, water and sewer services, and police and fire protection.
4. The project must be a positive benefit to the city and its residents. The project must be of the type of business or services that the City wishes to attract or provide, or if an existing business, one which the City wishes to assist to expand within the City or the surrounding area, considering employment opportunities, incentive for further development, impact on City services, and support for the industrial, commercial or health care operations currently located in the City. A housing project must provide significant housing opportunities for low- and moderate-income persons or the elderly.
5. The Council will, if requested, grant an applicant a pre-application review. The purpose of the pre-application review is to inform applicants of the possibility of rejection or the possible bases for such rejection. The fact that the project is not rejected at the pre-application stage is not to be construed as approval of the project or as an indication that the project will be approved upon formal request to the Council. The city may reject requests for tax-exempt financing whether or not the project was submitted to a pre-application review and regardless of the outcome or recommendation of that pre-application review.



## Conduit Debt Policy

A request for pre-application review must be in writing, addressed to the City Finance Director, and set forth the name of the project, the type of project intended and the name, address and telephone number of the person who will be representing the applicant at the pre-application review, together with such additional information as the applicant desires to submit.

6. The applicant must select a qualified financial adviser or underwriter to assist the applicant in preparing all necessary application documents and materials. The financial adviser will submit a letter that establishes the financial feasibility of the project. Applications may, in the alternative, include a signed letter from a responsible financial institution indicating that the project is economically feasible and viable and stating that bonds can be successfully sold for the project or that an individual or institution intends to purchase all of the bonds.

The applicant must receive approval from the appropriate state agencies, secure financing and commence construction within one year of the date of the resolution giving preliminary approval to the project or the housing program. Upon application, the Council may approve an extension of the preliminary approval.

The City will appoint bond counsel for the bond issue, which will normally be the City's regularly retained bond counsel.

7. Pursuant to the Industrial Development Act and the Housing Act, consideration of an application for tax-exempt financing must be done at a public hearing held by the Council. Modifications to the project after the public hearing and preliminary approval must be consistent with the scope of the project as proposed at the time of preliminary approval.

8. The City is to be reimbursed and held harmless for and from any out-of-pocket expenses related to the tax-exempt financing including, but not limited to, legal fees, financial analyst fees, bond counsel fees, the City staff's expenses in connection with the application, and any deposits or application fees required under state law in order to secure allocation of bonding authority. The



## Conduit Debt Policy

applicant must execute a letter to the city undertaking to pay all such expenses. A form of the required letter is set forth as Part VI of these Guidelines. A non-refundable application fee in the amount of \$2,500 must be included with the submission of the application. The Application Fee will be used to offset the out-of-pocket expenses of the city.

9. Prior to closing and delivery of the bonds for the project, the applicant must pay or commit to paying an administrative fee in the amount of \$10,000 or 0.5% of the principal balance of the bonds, whichever is greater, with the maximum amount being \$50,000. The administrative fee will be paid in a lump sum (discounted by the bond yield) at closing on the bonds. The administrative fees required by this paragraph will be adjusted at or paid prior to delivery of the bonds if necessary to ensure compliance with the Internal Revenue Code and regulations.

10. Applications for financing must be made on the forms attached to these Guidelines. In addition, the applicant must furnish a description of the project, a plot plan, elevation of proposed buildings, landscape, lighting, and site preparation, together with a brief description of applicant and the proposed financing in such form as required at the time of application.

11. The Council may, in its sole discretion, impose conditions exceeding those required under the City building code in respect to exterior building materials, landscaping, signage lighting, and such other aspects as the Council may consider appropriate on a case-by-case basis.

12. The Council may, in its sole discretion, withdraw its preliminary approval of a project at any time if in its judgment the purposes of the Act will not be served by going forward with the project and its financing.





## Conduit Debt Policy

### GUIDELINES

#### **Ratings**

The City will give its most favorable consideration to proposed tax-exempt bond issues that have the same rating as the City's obligations by Moody's Investment Service or Standard & Poor's Corporation. Issues carrying lower ratings or non-rated issues may be sold only to institutional or other investors on a private placement basis and must be in denominations of at least \$100,000. The Council may depart from this guideline when in its judgment the project is of a level of merit and public purpose to justify the departure; and in case of such a departure, the Council must state its reasons therefor in the resolution awarding the sale of the bonds.

#### **Refunding**

The Council will normally approve the refunding of a tax-exempt issue, but only upon a showing by the applicant of (i) substantial debt service savings, (ii) the removal of bond covenants significantly impairing the financial feasibility of the project, or (iii) both (i) and (ii). In the case of refunding of bonds for which the administrative fee listed in paragraph 9 of the Guidelines above have been paid in full, no new administrative fees are required, but the non-refundable application fee must be paid together with all City expenses in excess of that fee.

#### **Subsequent Proceedings**

Where changes to the underlying documents or credit facilities of outstanding bond issues are to be made and require Council action (including changes that are a "deemed reissuance" under Internal Revenue Service regulations), no administrative fee is charged, but a non-refundable fee of \$2,500 must be deposited with the City to cover administrative costs. No formal application form is required.

#### **Issues by or For Another Political Subdivision**

The city will consider requests for tax-exempt financing of projects in the city by other political subdivisions or by the city for projects in other political subdivisions. In these cases, the non-refundable application fee must be paid and all procedures through the approval of the preliminary resolution followed. No administrative fee is charged unless the city, including the EDA, is the issuer.



## Conduit Debt Policy

### **City Contact**

Initial contacts about tax-exempt financing are made by contacting:

Finance Director  
City of Hibbing  
401 E 21<sup>st</sup> Street  
Hibbing, MN 55746

### **Deadlines**

The Council conducts all tax-exempt financing matters at regularly scheduled Council meetings. Documents for Council consideration must be at the city office no later than the Wednesday two weeks' preceding the next regular Council meeting at which the matter is to be considered. In the case of a publicly offered bond issue the documents, when submitted, may specify a maximum price and maximum effective interest rate if prices and rates have not yet been established.



**Part IV**  
**Financial Assistance Application**

**Project Name:** \_\_\_\_\_

**Applicant Information**

**Organization Name:** \_\_\_\_\_

**Organization Structure**  
(corporation, partnership,  
sole proprietorship, etc.): \_\_\_\_\_

**Contact Person/Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Office:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Project Information**

**Project Address and Parcel ID #'s** \_\_\_\_\_

**TIF District Type (if applicable):**

- 1) ☐ **Redevelopment** (M.S. 469.174, Subd. 10)  
Maximum duration: 25 years of tax increments
- 2) ☐ **Housing** (M.S. 469.174, Subd. 11)  
Maximum duration: 25 years of tax increments
- 3) ☐ **Renewal and Renovation** (M.S. 469.174, Subd. 10a)  
Maximum duration: 15 years of tax increments
- 4) ☐ **Housing Replacement** (1995 Laws, Chap. 264, Art. 5, Secs. 44-47; 1996 Laws, Chap. 471, Art. 7, Secs. 21-22; 1997 Laws, Chap. 231, Art. 10, Sec. 13; 1999 Laws, Chap. 248, Sec. 20)  
Maximum duration: 15 years of tax increments from each parcel
- 5) ☐ **Soils Condition** (M.S. 469.174, Subd. 19)  
Maximum duration: 20 years of tax increments
- 6) ☐ **Economic Development** (M.S. 469.174, Subd. 12)  
Maximum duration: 8 years of tax increments

**Non-TIF Assistance**

- 7) ☐ **Tax Abatement**
- 8) ☐ **Land pass through/sale**
- 9) ☐ **Conduit Debt - Industrial Development Act** (M.S. 469.152 to 496.165)
- 10) ☐ **Conduit Debt - Housing Act** (M.S. Chapter 462C)
- 11) ☐ **Other** (please describe): \_\_\_\_\_

**Total Project Cost: \$** \_\_\_\_\_

**Total Amount of Assistance Requested: \$** \_\_\_\_\_

Type of Financing Proposed

☐

Bonds

☐

Tax Exempt Mortgage

Expected Term of Financing \_\_\_\_\_ Years

Security:

☐

Mortgage

☐

Guaranty (third party)

☐

Unsecured

☐

Letter of Credit

☐

Guaranty (personal)

☐

Other (specify)

Use of Public Assistance (place an 'X' on applicable categories)

☐

Land Acquisition

☐

Professional Services

☐

Site Improvements

☐

Infrastructure

☐

Construction/Rehabilitation

☐

Financing Cost

☐

Other

☐

Parking Lot/Landscaping

**Economic Development Information**

Estimated Number of new jobs (non-construction) that will be created after the completion of the project:

Full- Time: \_\_\_\_\_

Part-Time: \_\_\_\_\_

Estimated Number of jobs retained after completion of the project:

Full- Time: \_\_\_\_\_

Part-Time: \_\_\_\_\_

Current annual gross sales (excluding rents): \$ \_\_\_\_\_

Estimated annual gross sales (excluding rents): \$ \_\_\_\_\_

Most recent County equalized market valuation (EMV): \$ \_\_\_\_\_

Projected EMV after redevelopment: \$ \_\_\_\_\_

**Please include a narrative that will address the following**

- 1) Description of Business/Company/New Corporate Entity
- 2) Project Description
  - a.) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
  - b.) Evaluation of site or other constraints;
  - c.) Benefit or service to the community;
- 3) Construction start date and timeline for project completion.
- 4) Site plan and legal description (or County PID if you do not have a survey yet).
- 6) Applicant may need to also submit any additional information such as renderings, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

**For Housing Projects Only:**

Please provide the number of housing units by type (assisted living, section 8, etc.), rent amount, and average square footage per unit size.

|  |
|--|
|  |
|--|

For assisted and/or memory care, please provide a break out of the rent and the service component cost separately per unit.

Please provide a detailed breakdown on general operating costs below or as an attachment.

**Project Completion**

Please provide the percentage of project completed by January 2nd of each year until the project is completed

|               |                      |             |                      |
|---------------|----------------------|-------------|----------------------|
| Calendar Year | <input type="text"/> | % Completed | <input type="text"/> |
| Calendar Year | <input type="text"/> | % Completed | <input type="text"/> |
| Calendar Year | <input type="text"/> | % Completed | <input type="text"/> |
| Calendar Year | <input type="text"/> | % Completed | <input type="text"/> |

**Certification by Applicant**

The applicant certifies that it will comply with all the rules, regulations and ordinances of the city. Applicant hereby certifies that all information contained above and in exhibits attached hereto is true to his/her/their best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the city. Upon the decision to proceed with the application, the applicant will pay an application fee to the city. In addition, the costs incurred by the city for outside professional review or expertise, such as preparation of a TIF plan, will be the responsibility of the applicant.

**\*\*\*Please provide a scanned copy of the applicant's signature**

Applicant: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

### Project Costs

|                                                              | Amount (\$) | Source of Funds |
|--------------------------------------------------------------|-------------|-----------------|
| Purchase of Land                                             |             |                 |
| Demolition Cost                                              |             |                 |
| Site Improvements                                            |             |                 |
| Purchase of Existing Facility                                |             |                 |
| Construction of New Building(s)                              |             |                 |
| Renovation of Existing Structure(s)                          |             |                 |
| Cost of Installation of Machinery & Equipment                |             |                 |
| Architectural & Engineering Fees                             |             |                 |
| Legal & Other Professional Fees                              |             |                 |
| Contingency                                                  |             |                 |
| Working Capital                                              |             |                 |
| Builders Overhead                                            |             |                 |
| Contractors/Builders Fee                                     |             |                 |
| General Requirements                                         |             |                 |
| Permits/fees (includes WAC, building permits and other fees) |             |                 |
| Appraisal/Energy                                             |             |                 |
| Market Research                                              |             |                 |
| Soils Tests                                                  |             |                 |
| Environmental Tests                                          |             |                 |
| Survey                                                       |             |                 |
| Tax Credit Fees                                              |             |                 |
| Financing/Loan Origination Fee                               |             |                 |
| Construction Period Interest                                 |             |                 |
| Mortgage Registration/Title and Recording                    |             |                 |
| Developer Fee                                                |             |                 |
| Real Estate Taxes                                            |             |                 |
| Management Startup or Working Capital/Reserves               |             |                 |
| Contingency Put in Hand and Soft Costs                       |             |                 |
|                                                              | \$          |                 |

### Financing Sources

| <u>Financing Sources</u>  | Terms:      |                |
|---------------------------|-------------|----------------|
|                           | Amount (\$) | Years/Interest |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
|                           |             |                |
| <b>Total Project Cost</b> | \$ _____    |                |

**Total Project Cost**

\$

**The application fee of \$2,500 must be submitted with this application.**

Make check payable to City of Hibbing

**\*\*\*A 15-year operating proforma must be attached to this Financial Assistance Application.**

Return application to:

City of Hibbing

401 E 21 Street

Hibbing, MN 55746

Phone: (218)312-1602

Email: [sheenamulner@hibbingmn.gov](mailto:sheenamulner@hibbingmn.gov)

ATTN: Finance Director



## Conduit Debt Policy

### PART V

#### ADDENDUM TO APPLICATIONS

The following items must be attached to each application.

#### APPENDIX A

A brief description of the organizational structure of Applicant, including parent subsidiary and affiliate organizations (if applicant is other than an individual).

#### APPENDIX B

Statement of Applicant's business history, including any multi-family rental projects.

#### APPENDIX C

The name, address, and telephone number of:

1. The Applicant's legal counsel
2. The Applicant's accountant
3. The architect of the proposed Project
4. The engineer of the proposed Project
5. The general contractor of the proposed Project

#### APPENDIX D

1. Present ownership of the proposed Project site and Applicant's interest therein.
2. Present zoning of the Project site and a description of what city land use approvals are needed for this project.
3. The projected number of new employees to be added to the Applicant's permanent work force because of the Project (for Commercial, Industrial, or Health Care only).
4. Other financing attempted or available to the Project including any interim financing.
5. Statement regarding whether or not this project has all required city approvals. If the project does not have all of the required approvals, list the approvals still needed and a tentative time schedule.

#### APPENDIX E

Indemnification Letter of Agreement

#### APPENDIX F

Proforma Analysis of the Project



## Conduit Debt Policy

### PART VI

#### INDEMNIFICATION LETTER OF AGREEMENT

Mayor of City of Hibbing  
Members of the Hibbing City Council  
401 E 21<sup>st</sup> Street  
Hibbing, MN 55746

RE: Application of \_\_\_\_\_ for Tax Exempt Revenue Bond Financing by the City of Hibbing.

Dear Mayor and Members of the City Council:

This letter of agreement is given by \_\_\_\_\_, a \_\_\_\_\_ under the laws of Minnesota ("Applicant") as required by the City of Hibbing, Minnesota in connection with its consideration of an application for tax exempt revenue bond financing for the project described in the application.

Applicant agrees as follows:

1. Applicant agrees to pay or reimburse the City for any and all costs and expenses which the City may incur in connection with its consideration of the project and the granting of tax exempt revenue bond financing therefor, whether or not the project is preliminarily approved by the City, whether or not the project is approved by the State of Minnesota, whether or not revenue bond financing is finally approved by the City, whether or not the bonds are issued and sold, and whether or not the project is carried to completion.
2. Applicant agrees to indemnify and hold the City, its officers, employees and agents harmless against any and all losses, claims, damages, expenses or liabilities, including attorney's fees incurred in their defense, to which the City, its officers, employees and agents may become subject in connection with the City's consideration, issuance or sale of the bonds for Applicant's project and the carrying out of transactions contemplated by this agreement and any resolutions adopted, or the agreements executed by the City in connection with the issuance of its bonds for this project.



## Conduit Debt Policy

3. Applicant hereby releases the City, its officers, agents and employees from any claims, causes of action, losses, damages, or liabilities which it may have against the City, its officers, agents, and employees or which it may incur in connection with: the City's consideration of the application for industrial development revenue bond financing Applicant's project; the failure of the City, in its discretion, to issue tax-exempt revenue for bonds for Applicant's project; the issuance and sale of the bonds; the construction of project; or any other matter or thing of any type or nature whatsoever which may arise the in connection with the foregoing.
4. Applicant is aware of the City's application and administration fee structure for tax exempt financing and agrees and covenants that all such fees will be paid in the amount and at the times required.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Its \_\_\_\_\_





## **Request for Council Action**

### **City Council Action**

Approve membership in Mining Minnesota as a Copper-Nickel level member for \$500.

### **Description of Agenda Item**

Approve membership in Mining Minnesota as a Copper-Nickel level member for \$500.

### **Strategic Initiative**

2023 Strategic Plan: Core Strategy #6 - Excellence in Delivery of Services through a Progressive approach in partnerships and networking with local, state, and federal entities.

### **Owner of Agenda Item**

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

The city of Hibbing maintains memberships in several local, regional, and state-wide groups and associations to bring benefits back to the residents of Hibbing. A few of these are the following: Coalition of Greater Minnesota Cities, League of Minnesota Cities, Iron Range Economic Alliance, Iron Mining Association, Economic Development Association of Minnesota, and the Range Association of Municipalities and Schools.

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

N/A

### **Budgetary/Fiscal Impact**

\$500

### **Action Requested**

Approve membership in Mining Minnesota as a Copper-Nickel level member for \$500.

### **Attachments**

1. MiningMN Membership Info Sheet



MiningMinnesota has proudly represented nonferrous resource exploration and development projects since our creation in 1988 as a 501(c)6 trade association. **Our essential voice** is resoundingly heard at the Capitol and in our communities, building the link between our daily lives and resource development.

Learn how MiningMinnesota is **leading the conversation about mining** and how your membership supports the industry that builds and powers our lives.

## ADVOCATE

**Promote responsible mining** through advocacy efforts at State and Federal levels. In the halls of the State Capitol, MiningMinnesota engages with legislators and their staff to provide critical input for proposed legislation and regulations. On a federal level, we partner with National Mining Association (NMA), American Exploration and Mining Association (AEMA), and Women's Mining Coalition (WMC) on comment letters, congressional testimony, and engagement with lawmakers.

**Share our members' exploration/mining experiences and perspectives with decisionmakers.** We bring the stories of those with "boots on the ground" to folks who haven't had the privilege to create their own stories and who may not have first-hand knowledge of how regulations play out in real life.



## EDUCATE



**Provide science-based educational materials and presentations and support workshops** for teachers, including the Minnesota Earth Science Teachers Association and the Minnesota Minerals Education Workshop (MMEW). **Engage in conversations** with the public through panel discussions, speaking engagements, and participation in events and gatherings, including a presentation at the TEDx Silver Lake held in February 2024.

**Build knowledge-sharing relationships** with members of industries tied to resource development, supply chain management, manufacturing, and end uses to foster responsible economic development.

## COLLABORATE

**Amplify our message and build support** throughout our state and beyond with regional trade associations, community organizations, advocacy organizations, chambers of commerce, and economic development groups.

As a **strong advocate and ambassador for the industry**, MiningMinnesota supports the efforts of all who are seeking to build and strengthen our region and we provide fact sheets, legal briefs, news releases, and other up-to-date information that can be utilized by our collaborators.





# INDUSTRY LEADERS FOR RESPONSIBLE MINING

## BOARD MEMBERS

**JULIAN COLLINS**

Timberline Drilling

**DEAN DEBELTZ**

TwinMetals Minnesota

**KRIS FREDSON**

LIUNA

**KATHY GRAUL**

TwinMetals Minnesota

**STACEY GREEN**

Minnesota Power

**CHRISTIE KEARNEY**

NewRange Copper Nickel

**LARRY KRAMKA**

The Foth Companies

**COLIN MARSH**

NewRange Copper Nickel

**TODD MALAN**

Talon Metals

**HARRY NOYES**

Encampment Minerals

**TINA PINT**

Barr Engineering

**MICHAEL STURDY**

Pulsar Helium

## WHY MININGMINNESOTA?

*"Our Board consists of members who represent a variety of industries, yet the goals are the same and the teamwork has created tremendous value for the respective projects. We are all aligned in doing our part to see these mining programs progress."*

**Julian Collins**

Executive Commercial Officer  
Timberline Drilling

*"MiningMinnesota is a trusted, critical voice in advancing meaningful conversations about mining's central role in our ability to realize a cleaner, more electrified future. Their advocacy is indispensable to the Twin Metals Minnesota team."*

**Kathy Graul**

Director, Public Affairs and  
Communications  
Twin Metals Minnesota

*"Foth aligns with industry leaders that are committed to responsible mining, our communities, and carefully managing Minnesota's resources. MiningMinnesota's membership demonstrates that commitment."*

**Larry Kramka**

Market Leader  
The Foth Companies

# ONE UNITED VOICE

## CHAMPIONING A SHARED GOAL.

MiningMinnesota members make up a **diverse coalition** of resource exploration and development members, vendors, suppliers, contractors, equipment manufacturers, unions, and industry professionals collectively working towards a common goal - **creating and supporting opportunities for responsible development of natural resources.**

## SHAPE THE VOICE. BECOME A MEMBER.

### MEMBERSHIP OPPORTUNITIES

**Ambassador\***  
**\$100**

**Copper-Nickel**  
**\$500**

**Gold**  
**\$2,500**

**Platinum**  
**\$10,000**

#### EVENTS

Invitations for webinars, lunch & learns, tours, networking events, volunteer opportunities, and legislative meetings



#### COMMUNICATIONS

Bi-weekly The Scoop Newsletter, 2x/week curated Industry News



#### ADVERTISING

Logo and link featured on website and event materials



#### ANNUAL MEETING

Free tickets and sponsorship opportunities

Invitation

1 ticket

2 tickets

4 tickets

#### FEATURED BUSINESSES

News story links and/or project updates featured in The Scoop Newsletter and Industry News, social media shares and tags



#### BOARD MEMBER SEAT

Opportunity to serve (subject to vote)



*\*The Ambassador level is for individuals not affiliated with a company (i.e., retirees, community members, students).*



**Julie Lucas, Executive Director**  
julie.lucas@miningminnesota.com  
218-410-2059

**Talia Sandys, Communications & Engagement Director**  
talia.sandys@miningminnesota.com  
218-969-7673



# THANKS FOR YOUR SUPPORT!

## EXPLORATION & MINING MEMBERS



## PLATINUM MEMBERS



## GOLD MEMBERS

**AMES CONSTRUCTION • BIG ROCK EXPLORATION • BOLDT CONSTRUCTION**

**CARROLL TECHNOLOGIES GROUP • FRYBERGER LAW • GEOSYNTEC • GREAT RIVER ENERGY**

**GREEN BRIDGE METALS • HOOVER CONSTRUCTION • INTERNATIONAL UNION OF OPERATING**

**ENGINEERS LOCAL 49 • KOMATSU • LAKE COUNTRY POWER • LAKEHEAD CONSTRUCTORS**

**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS • NORTHEAST TECHNICAL**

**SERVICES • ROAD MACHINERY & SUPPLIES • WEIR MINERALS**

## COPPER-NICKEL MEMBERS

**ADOLFSON & PETERSON CONSTRUCTION • ALMEIDA PUBLIC AFFAIRS**

**AMERICAN PEAT TECHNOLOGY • API GROUP • ARCHKEY SOLUTIONS • BEAVER BAY**

**BRAUN INTERTEC • BROWN AND CALDWELL • BURGEX MINING CONSULTANTS • BURNS &**

**McDONNELL • DULUTH SEAWAY PORT AUTHORITY • DYNOL NOBEL • EDWARD JONES • ENVIROTECH**

**ERM • EVELETH FEE OFFICE • FOREFRONT • FREDRIKSON & BYRON • GEOBRUGG • GIANT VOICES**

**GLOBAL MINERALS ENGINEERING • HANFT FRIDE • HOLBROOK & ASSOCIATES • HUNT ELECTRIC**

**HUSCH BLACKWELL • IBEW 294 • INDIGENOUS BUSINESS ADVISORS • INDUSTRIAL LUBRICANTS**

**JADCO • JAMAR COMPANY • JASPER ENGINEERING • JBW CONSULTING ENGINEERS • KALENBORN**

**KRECH OJARD • LARKIN HOFFMAN MALTON ELECTRIC COMPANY • MARS SUPPLY • MIELKE ELECTRIC**

**MN DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION • NORTH CENTRAL**

**MINERALS VENTURE • NORTHLAND CONSTRUCTORS • P&C RECRUITING • PACE ANALYTICAL**

**PARK STATE BANK • PETROCHOICE • RAMBOLL • RGGS • SANDVIK • SEH • SPENCER FANE LLP**

**STANTEC • STINSON • STOEL RIVES • STORY NORTH PRODUCTIONS • SUPERIOR MINERAL**

**RESOURCES • SWCA • TKDA • TUFECO • ULLAND BROTHERS • VELOCITY PUBLIC AFFAIRS**

**VELTIOSIS CONSULTING • WEBER JOHNSON • WSP GOLDER • ZIEGLER CAT**

**AND ALL INDIVIDUAL AMBASSADOR MEMBERS!**



## **Request for Council Action**

### **City Council Action**

Approve the Raffle Permit Application Request of the Armadillo Project to hold their raffle on Saturday, February 15, 2025 at The Androy  
Raffle # 25-02-02

### **Description of Agenda Item**

Approve the Raffle Permit Application Request of the Armadillo Project to hold their raffle on Saturday, February 15, 2025 at The Androy  
Raffle # 25-02-02

### **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 Raffle Permit Application Request of the Armadillo Project to hold their raffle on Saturday, February 15, 2025 at The Androy  
Raffle # 25-02-02

### **Attachments**

1. Armadillo Project Raffle



## 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:                      | Armadillo Project    |                                                                             |
| Type of Organization:                      | non-profit           |                                                                             |
| Mailing Address:                           | 2526 6th Avenue East |                                                                             |
| City, State, Zip                           | Hibbing mn 55746     |                                                                             |
| Contact Person:                            | Shelly Hansen        | Daytime Phone Number:<br>218 9693905                                        |
| 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:     | The Androy                                                                      |  |
| Dates of Activity:                                              | 2-15-2025                                                                       |  |
| Check Box or Boxes that Indicate the Type of Gambling Activity: | <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Other _____ |  |
| Price Per Ticket:                                               | \$5 to \$10                                                                     |  |
| Total value of prizes to be awarded:                            | \$1000                                                                          |  |
| Types of Prizes:                                                | gift cards + merchandise                                                        |  |

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 Hansen  
Organization Representative

1-30-25  
Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

25-02-02



## **Request for Council Action**

### **City Council Action**

Approve the Special Event Permit Application of The Shifters Car Club to hold their 32nd Annual Shifters Blast from the Past Car Show on Saturday, June 7, 2025 In Bennett Park

### **Description of Agenda Item**

Approve the Special Event Permit Application of The Shifters Car Club to hold their 32nd Annual Shifters Blast from the Past Car Show on Saturday, June 7, 2025 In Bennett Park

### **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 Special Event Permit Application of The Shifters Car Club to hold their 32nd Annual Shifters Blast from the Past Car Show on Saturday, June 7, 2025 In Bennett Park

### **Attachments**

1. Shifter's Car Club Event



## City of Hibbing SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

**DATE RECEIVED BY COUNCIL OFFICE:** \_\_\_\_\_

|                                       |                                                               |             |  |
|---------------------------------------|---------------------------------------------------------------|-------------|--|
| <b>Name/Description of Event:</b>     | 3 <sup>rd</sup> ANNUAL Shifters Blast from the Past CARS Show |             |  |
| <b>Date of Event:</b>                 | Saturday June 7 <sup>th</sup> 2025                            |             |  |
| <b>Location of Event:</b>             | Bennett Park                                                  |             |  |
| <b>Organizer:</b>                     | Tim Olson                                                     |             |  |
| <b>Organizer Contact Information:</b> | Home Phone:                                                   | Work Phone: |  |
|                                       | Cell Phone: 218-969-6791                                      |             |  |

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

| DEPARTMENT           |                           | CONTACT #    |
|----------------------|---------------------------|--------------|
| Hibbing Police Dept. | Police Chief Steve Estey  | 218-262-0285 |
| Fire Department      | Fire Marshal Rossi Gangl  | 218-421-3942 |
| Sanitation Dept.     | John Sporer/John Yuretich | 218-362-5991 |
| Public Works Dept.   | John Sporer/John Yuretich | 218-362-5991 |
| City Services        | Nick Arola                | 218-362-5951 |

## City of Hibbing

## SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Bennett Park + Pavillion

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

3<sup>rd</sup> ANNUAL Shifters Blast from the Past CAR SHOW  
Swap meet and CRAFT SHOW

Date of Event: 6/7/25

Refer media or citizen inquires to:

Tim Olson Telephone: 218-969-6791

## APPLICANT AUTHORIZATION:

Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.

Applicants Name & Title:

Tim Olson Show Chairman

Address: 4134 McSweeney Rd. Mt. Iron, MN. 55768

Mailing Address:

Affiliation:

Telephone: (day) 969-6791 (evening) \_\_\_\_\_

## EVENT PRINCIPALS:

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

|                                                                                                                                       |                |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------|
| <b>Name:</b>                                                                                                                          |                |                                                                     |
| Organization/Business/Agency/Affiliation: <b>Shifters CAR Club</b>                                                                    |                |                                                                     |
| Mailing Address: <b>4134 McSweeney Rd. Mt. Iron, MN. 55768</b>                                                                        |                |                                                                     |
| Daytime Phone: <b>969-6791</b>                                                                                                        | Evening Phone: | Other:                                                              |
| Title and Functional Responsibility with Regard to the Event:<br><b>BOARD OF DIRECTORS OF SHIFTERS<br/>CAR SHOW CHAIR - Tim Olson</b> |                |                                                                     |
| Will this person have authority to cancel or greatly modify event plans?                                                              |                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Will this person be present at the event area or areas and in charge of the event at all times                                        |                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

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

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



|                                                                                                                                                                                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>REQUESTED EVENT COMPONENTS:</b>                                                                                                                                                                                                            |  |
| REQUESTED DAY AND DATE (first choice): <u>Saturday June 7th 2025</u>                                                                                                                                                                          |  |
| Alternate days and dates:                                                                                                                                                                                                                     |  |
| <ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> <li>• _____</li> </ul>                                                                                                                                                   |  |
| REQUESTED HOURS OF OPERATION:                                                                                                                                                                                                                 |  |
| From: <u>8:00</u> <u>(a.m.)</u> / p.m. To <u>5:00</u> a.m. / <u>(p.m.)</u>                                                                                                                                                                    |  |
| SET UP beginning Day and Date                                                                                                                                                                                                                 |  |
| **Indicate the time at which any unit of an event will begin to assemble at such area                                                                                                                                                         |  |
| Day: <u>Same</u> Time: _____ a.m. / p.m.                                                                                                                                                                                                      |  |
| Describe the number and type of animals to be used in the Event <input type="checkbox"/> Not Applicable                                                                                                                                       |  |
| **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day.                                                         |  |
| <input type="checkbox"/> If applicable, license fee to be included when submitting the application                                                                                                                                            |  |
| See City Code Chapter 6, Section 6.23 for additional information.                                                                                                                                                                             |  |
| Attach a Draft of the Entry Form for Participants / Spectators <input type="checkbox"/> Attached                                                                                                                                              |  |
| Anticipated number of Participants: <u>250-300</u> Spectators: <u>2500-3000</u>                                                                                                                                                               |  |
| <b>**INSURANCE</b>                                                                                                                                                                                                                            |  |
| <input checked="" type="checkbox"/> Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured. |  |

| <p><i>Club members clean site after can show 'just as we have the PAST 31 YEARS</i></p> <p><b>SANITATION:</b></p>                                                                                              |                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                                                                                                                                                                       | Attach your "Plan for Clean-Up / Material Preservation".                                                                                                                                        |
| <input type="checkbox"/>                                                                                                                                                                                       | Include number, type and location of trash containers to be provided for the event.                                                                                                             |
| <input type="checkbox"/>                                                                                                                                                                                       | Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event.                                                                           |
| <input type="checkbox"/>                                                                                                                                                                                       | Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.                                                                                      |
| <input type="checkbox"/>                                                                                                                                                                                       | Indicate who and how many will be responsible for cleaning up the event after the event.                                                                                                        |
| <input type="checkbox"/>                                                                                                                                                                                       | Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).                                                       |
| <input type="checkbox"/>                                                                                                                                                                                       | Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.                                              |
| <p><b>MAP (Noting the following items):</b></p> <p>Check off below items that apply to your event.</p> <p><i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i></p> |                                                                                                                                                                                                 |
| <input type="checkbox"/>                                                                                                                                                                                       | If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;                                                                                 |
| <input type="checkbox"/>                                                                                                                                                                                       | If a route is involved, the places where buses or trains need to be considered;                                                                                                                 |
| <input type="checkbox"/>                                                                                                                                                                                       | If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;                                                               |
| <input type="checkbox"/>                                                                                                                                                                                       | <b>Indicate if Roads and/or Sidewalks will be Closed</b><br>The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event. |
| <input type="checkbox"/>                                                                                                                                                                                       | Barricades, cones, safety, portable parking signs (note location - <i>provided by Public Works</i> )                                                                                            |
| <input type="checkbox"/>                                                                                                                                                                                       | If a relay is involved, indicate hand-off points;                                                                                                                                               |
| <input type="checkbox"/>                                                                                                                                                                                       | Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;                                                                                              |
| <input type="checkbox"/>                                                                                                                                                                                       | Alcoholic beverage concession areas; <b>location must be specified</b>                                                                                                                          |
| <input type="checkbox"/>                                                                                                                                                                                       | Non-alcoholic concession areas;                                                                                                                                                                 |
| <input type="checkbox"/>                                                                                                                                                                                       | Food concession areas;                                                                                                                                                                          |
| <input type="checkbox"/>                                                                                                                                                                                       | General merchandise concession areas;                                                                                                                                                           |
| <input type="checkbox"/>                                                                                                                                                                                       | Portable toilet facilities (indicate number);                                                                                                                                                   |
| <input type="checkbox"/>                                                                                                                                                                                       | First aid facilities;                                                                                                                                                                           |
| <input type="checkbox"/>                                                                                                                                                                                       | Event participant and/or spectator parking areas;                                                                                                                                               |
| <input type="checkbox"/>                                                                                                                                                                                       | Event organizers command post;                                                                                                                                                                  |
| <input type="checkbox"/>                                                                                                                                                                                       | Fireworks or pyrotechnics site; ( <b>Must contact Fire Marshal</b> )                                                                                                                            |
| <input type="checkbox"/>                                                                                                                                                                                       | Vehicle fuel handling site;                                                                                                                                                                     |
| <input type="checkbox"/>                                                                                                                                                                                       | Cooking areas;                                                                                                                                                                                  |
| <input type="checkbox"/>                                                                                                                                                                                       | Tables, enclosures, etc.;                                                                                                                                                                       |



|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Temporary or permanent structures constructed for the event; |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> Site of electrical wiring to be installed for the event;     |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> Trash containers (indicate number): _____                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> Other. Please describe: _____                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>ENTERTAINMENT:</b>                                                                 | If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.<br><br><b>50's music 9:00 A.M. - 3:00 P.M.</b>                                                                                                                                                                                                                                                     |
|                                                                                       | If a casino party, a dance or live entertainment is a part of your event, please describe:<br><br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                          |
|                                                                                       | Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (attach to this application all required licenses)<br><br><b>N/A</b>                                                                                                                                                  |
| <b>ALCOHOL:</b>                                                                       | Alcoholic Beverages to be served? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>Temporary Liquor License Applied For?<br>BEER <input type="checkbox"/> Yes <input type="checkbox"/> No<br>COMMUNITY FESTIVAL LICENSE <input type="checkbox"/> Yes <input type="checkbox"/> No<br>TEMPORARY ON SALE <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>Organization Applying for License for Alcoholic Beverages: _____ |
|                                                                                       | Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.                                                                                                                                                                                                                                                                                                                       |
|                                                                                       | Describe how, where, when and by whom the alcoholic beverages will be served.                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                       | List of people who will be selling the alcohol:<br><br><br><br><br><br><br><br><br><br>Have they attended server training? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                   |

|       |                                                                                                                                                                                                                                    |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FOOD: | Food and/or non-alcoholic beverages to be served? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                              |
|       | Describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish or peeled and cut fruits). <b>Schweiby's</b> |
|       | A health permit may be required from either the State of MN or St. Louis County.<br><input type="checkbox"/> Attach a copy of your health permit to this application.                                                              |
|       | If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.                                                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>SECURITY AND SAFETY PROCEDURES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization. |  |
| Describe your proposed procedures for set-up operation, internal security and crowd control.<br><b>Routine Patrols</b>                                                                                                                                                                                                                                                                                                                                 |  |
| If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.<br><b>N/A</b>                                                                                                                                                                                                                                                    |  |
| If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.<br><b>N/A</b>                                                                                                                                                                                                                                                          |  |
| <input type="checkbox"/> Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.                                                                                                                    |  |



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

N/A

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

Name of Agency: Hibbing Fire Dept.

Name of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Indicate medical services that will be provided for the event.

Medical Service

How Provided:

- ☐ Ambulance  
☐ Doctors  
☐ Nurses  
☒ Paramedics

### HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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



**VENDORS OR CONCESSIONAIRES:**

Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions.

Schweiby's CONCESSIONS - FOOD  
CRAFT CONCESSIONAIRES

Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires who you may permit to operate in conjunction with the event.

Routine Patrol

**MITIGATION OF THE IMPACT ON OTHERS:**

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."

TRAFFIC will be monitored by club members to keep  
Flow going into the CAR SHOW

**OTHER PERTINENT INFORMATION:**

| PARK Dept.                                                        | SANITATION Dept.                                       |
|-------------------------------------------------------------------|--------------------------------------------------------|
| Trailer w/ BARRICADES<br>12 - PICNIC TABLES<br>2 - HANDICAP SIGNS | 6 YARD TRASH CUPPER<br>12 GARBAGE CONTAINERS ON WHEELS |

COMMON POLICY DECLARATIONS  
RENEWAL CERTIFICATE

INSURED'S COPY

6 YIF

POLICY NUMBER: CG83787



NAMED INSURED AND ADDRESS: (218)969-6791 AGENT AND ADDRESS: (218) 263-7505  
SHIFTERS CAR CLUB 360 MATETICH INSURANCE AGENCY INC  
C/O TIMOTHY OLSON 606 E HOWARD ST  
4134 MCSWEENEY RD PO BOX 450  
MOUNTAIN IRON, MN 55768-8000 HIBBING MN 55746

POLICY PERIOD: FROM 4/12/2024 TO 4/12/2025 AT 12:01 A.M. STANDARD  
TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

In return for the payment of the premium, the policy designated above is renewed for the indicated policy period. Insurance provided is subject to all the terms of the original policy unless changed by forms and/or endorsements attached to the original policy or the renewal certificate(s). **Please retain this renewal certificate with your original policy!**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

|                                                            | PREMIUM   |
|------------------------------------------------------------|-----------|
| COMMERCIAL GENERAL LIABILITY COVERAGE PART .....           | \$ 275.00 |
| CERTIFIED TERRORISM COVERAGE (SEE DISCLOSURE NOTICE) ..... | \$ 0.00   |
| TOTAL ANNUAL PREMIUM                                       | \$ 275.00 |
| PREMIUM AUDIT PERIOD: ANNUAL                               |           |

BILL TO: INSURED

(THIS IS NOT A BILL; STATEMENT WILL FOLLOW)

PROCESS DATE: 3/11/2024



## **Request for Council Action**

### **City Council Action**

Approve the Special Event Permit Application Request of the Hibbing Curling Club to hold the Last Chance and Senior Last Chance Bonspiels April 7-13, 2025 in the Hibbing Memorial Building and the Hibbing Curling Club

### **Description of Agenda Item**

Approve the Special Event Permit Application Request of the Hibbing Curling Club to hold the Last Chance and Senior Last Chance Bonspiels April 7-13, 2025 in the Hibbing Memorial Building and the Hibbing Curling Club

### **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 Special Event Permit Application Request of the Hibbing Curling Club to hold the Last Chance and Senior Last Chance Bonspiels April 7-13, 2025 in the Hibbing Memorial Building and the Hibbing Curling Club

### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Set the next City Council Workshop Meeting on February 19, 2025 following the Regular Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

### **Description of Agenda Item**

Set the next City Council Workshop Meeting on February 19, 2025 following the Regular 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 City Council Workshop Meeting on February 19, 2025 following the Regular Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Approve the application as presented and refer to the Zoning Commission for approval.

### **Description of Agenda Item**

Approve Zoning Ammendment application for parcel 139-0050-04676 for the HRA of Hibbing's project

### **Strategic Initiative**

In 2023, the City of Hibbing's (City) 2023 Strategic Plan identified a Core Strategy for Well-Rounded, Strong Quality of Life and quality housing stock that is affordable and accessible was identified as a criteria of that core strategy. Further, the 2023 Strategic Plan also identified a Core Strategy for Safe, Secure, and Valued Community and including everyone as an integral and involved part of the community with a safe place to live and raise a family were identified as a criterion of that core strategy.

### **Owner of Agenda Item**

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

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

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site. Further, the city and HRA have been collaborating on this planning since 2023 to ensure a successful project.

In July of 2024, that the city of Hibbing apdopted a resolution to designate parcel ID 139-0050-04676 for the HRA's new multi-family development, should funding be secured to construct the new housing. Further, that resolution declared that the city would undertake the necessary work to ensure the parcel is shovel ready and convey the property to the HRA for this workforce housing development at no cost. The HRA secured their funding in December of 2024 and it's now time to take the next steps to move this project forward.

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

Refer to the Zoning Commission for processing and approval.

### **Budgetary/Fiscal Impact**

\$375.00

**Action Requested**

Approve the application to rezone the parcel and forward to the Zoning Commission for processing and approval.

**Attachments**

1. PID 139-0050-04676 Zoning Amendment Application





PLANNING COMMISSION

PHONE: 218.262.3486

BOARD OF ADJUSTMENTS & APPEALS: APPLICATION FOR VARIANCE/APPEAL OR \*ZONING AMENDMENT

Please carefully read the following and the instructions & information on the reverse side before filling out this application.  
**NOTICE:** APPLICANT IS URGED TO ARRANGE A MEETING WITH ZONING STAFF TO DISCUSS YOUR APPLICATION PRIOR TO SUBMITTING IT FOR ACCEPTANCE. THE APPLICANT IS ALSO URGED TO ATTEND THE PUBLIC HEARING TO AVOID POSSIBLE HEARING DELAYS OR DISAPPROVAL DUE TO YOUR ABSENCE. Zoning code information may be accessed on the City of Hibbing website [www.ci.hibbing.mn.us](http://www.ci.hibbing.mn.us) (see City Ordinances, Chapters 11 and 16) – such information is subject to change and may be out-of-date.

1. ADDRESS OF PROPERTY: Parcel ID: 139-0050-04676  
2. LEGAL DESCRIPTION OF PROPERTY. ATTACH COPY OF DEED RECORDED FOR SUBJECT PROPERTY AT THE TIME ACQUIRED BY CURRENT PROPERTY OWNERS. **NOTICE:** Application may not be accepted by the City of Hibbing or processed to be heard by the Board or Commission (or approved by said City) until Deed as required is attached. [See Attached: ✓]

3. NAME OF OWNER/S: City of Hibbing ADDRESS: 401 E 21<sup>st</sup> Street Hibbing, MN  
CITY: Hibbing STATE & ZIP: MN, 55746 PHONE: (218) 421-7939  
[NOTE: If the subject property has more than two (2) land owners attach a list with their names, addresses and phone numbers.]

4. NAME OF APPLICANT: City of Hibbing ADDRESS: 401 E 21<sup>st</sup> St  
CITY: Hibbing STATE & ZIP: MN, 55746 PHONE: (218) 421-7939

5. PETITION REQUESTED: Is your request (circle only one) – A. VARIANCE, B. APPEAL or C. ZONING AMENDMENT. If request is A. Variance, or B. Appeal continue to, and complete Lines D thru F. Or, if it is C. Zoning Amendment then skip to Line G.

D. List Zoning District Classification: \_\_\_\_\_; E. Circle any of the following "Setback Regulations" 1) thru 4) that applies to your request: 1) FRONT, 2) CORNER, 3) SIDE, or 4) REAR YARD, and list current Regulation (in feet): \_\_\_\_\_, then list Your Request (in feet): \_\_\_\_\_, and describe the Proposed Project for your request (include it's structural dimensions): \_\_\_\_\_.

\_\_\_\_\_. F. If request is not a variance to setback regulations [i.e. 1) thru 4)] then

explain: \_\_\_\_\_  
(Variance procedure applies only to those uses listed as a permitted use, conditional or interim use in the zoning district in question).

G. ZONING AMENDMENT (fill-in the blanks): Rezone property per attached legal description from current zoning district

classification of: R2 To: R3; For purpose of: Construction of new Housing by HRA of Hibbing  
\*ATTENTION: Planning Commission Hears All Zoning Amendment Requests, And City Council Provides Final Decision Authority.

I, the undersigned hereby attest, the information herein and attachments hereto that I have provided for this application/petition are accurate and true, and that I also understand the City of Hibbing may approve or disapprove, or request revisions to this application/petition, and further upon any such approval (of variances/appeals only) may also attach conditions that will require full compliance to remain in good standing for such approval:

Application Fee Is Non-Refundable. Variances/Appeals, Zoning Amendments are not a substitute for any required permit application.

(OFFICE USE ONLY)

6. \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant(s) Signature  
(Submit application, all attachments and filing fee no less than 3 weeks prior to public hearing)

Fee: Variance/Appeal: \$ \_\_\_\_\_

Zoning Amendment: \$ 375.00

Current Zoning District: \_\_\_\_\_

7. \_\_\_\_\_ Date: \_\_\_\_\_  
Owner(s) Signature (granting applicant permission to apply for above petition)

Date: \_\_\_\_\_ Initials: \_\_\_\_\_  
(revised: 10/24/14)



INSTRUCTIONS FOR VARIANCE/APPEAL OR ZONING AMENDMENT APPLICATION (Page Two)

**APPLICANT:** Be sure you have carefully read through both pages of this application before starting. *Print clearly in blue or black ink, or type to complete* application; provide required attachments, signatures and appropriate filing fee (Staff may not accept an incomplete application, or process it for public hearing). **ATTENTION:** *Attachment Of The Deed Recorded For The Subject Property At The Time Acquired By Current Owner/s Is Required – City of Hibbing may not accept your application or process it to be heard without it.* Provide the name(s) of all the property owners (i.e. spouse, co-owners).

**OWNERSHIP:** Applicant *must* have permission of subject property's owner/s to apply and *must* have him/her sign the application, or sign (and attach) a letter of permission. Applicant *shall* include a **SITE PLAN** drawn-to-scale showing all lot dimensions, all existing and proposed buildings/additions, all building dimensions and setbacks (distances from buildings to property lines). Additional information may be required. **Complete both pages of application as instructed and submit original with one copy!** *Please feel free to ask Staff for help if you are having difficulties with completing application.*

The completed application, all required attachments and filing fee must be received by the Zoning Administrator's office no less than (3) three weeks prior to the regular public hearing dates (which are the **SECOND MONDAY** of the month, or **FOURTH MONDAY** if scheduled). The process from acceptance of application to public hearing may take 4 weeks or more. Zoning amendments are heard by the Hibbing City Planning Commission. Legal Notices must be published no less than 10 days before the public hearing.

**NOTICE TO VARIANCE APPLICANT:** City of Hibbing Code of Ordinances, Chapter 11, Sec. 11.72, Variances – the Board of Adjustments is authorized to grant variances when strict enforcement of the zoning ordinances would cause "practical difficulties" as per Sec. 2. Minnesota Statutes, section 462.357, subdivision 6. Per said Sec. 11.72, Subd. 2, Conditions for variances are as follows:

Subd. 2, A – the Board of Adjustments may grant variances from the requirements of Chapters 11, 13, and 16 of this Ordinance **ONLY** when they are in harmony with the general purposes and intent of the ordinance, **AND** when the variances are consistent with the comprehensive plan.

Subd. 2, B – variances may be granted when the applicant for the variance establishes there are practical difficulties in complying with applicable zoning ordinance per practical difficulties as defined in 1 – 3 below. To establish practical difficulties applicant is responsible to provide evidence to the Board of Adjustments for all three as follows (attach additional pages if needed):

1. "The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance" – Evidence (that is explain how): Construction of new housing by HRA of Hibbing for 54 units ;

2. "The plight of the landowner is due to circumstances unique to the property not created by the landowner" – Evidence (that is explain why): this is undeveloped property suitable for this project with appropriate zoning

3. "The variance, if granted, will not alter the essential character of the locality" – Evidence (that is explain how): there is currently another multifamily housing with 100 units nearby @

**FURTHER NOTICE TO APPLICANT** [Conditions for variances are continued as follows]:

4020 9th Ave. W, Hibbing

Subd. 2, C. "Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems."

Subd. 2, D. "Variances shall be granted for earth sheltered construction as defined in Minnesota Statute Section 216C.06, Subdivision 14, when in harmony with the official controls."

Subd. 2, E. "No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located." [Note: Underlined by Staff. In such cases variances cannot be requested, and applications may not be accepted.]

Subd. 2, F. "The board of adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality impact created by the variance."

Subd. 2, G. "A variance may be granted for the temporary use of a one-family dwelling as a two-family dwelling."

Subd. 2, H. "No variances permitting the erection or alteration of a building shall be valid for a period longer than six (6) months unless a building permit is issued and construction actually begun within that period, and is thereafter diligently pursued to completion."

If terms, revisions and/or conditions under which the variance is approved are violated the applicable permit can be held invalid and the City of Hibbing may order work stopped and/or corrected to suit said permit and variance issuance and/or have a citation filed against applicant/owner for possible prosecution. *Variance/Appeal decisions of the Board are final, subject to formal appeal to the City Council by the aggrieved party. [Submit both pages if this form is copied as two separate pages.]*

Applicant's Signature: \_\_\_\_\_

(revised 10/24/14)





# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 1/30/2025 10:43:20 AM

## General Details

Parcel ID: 139-0050-04676  
Document: Abstract - 3874/2711  
Document Date: -

## Legal Description Details

Plat Name: HIBBING

| Section | Township | Range | Lot | Block |
|---------|----------|-------|-----|-------|
| 24      | 57       | 21    | -   | -     |

Description: PART OF SW1/4 OF SE1/4 BEG ON N LINE 480 FT W OF NE COR THENCE ELY ALONG N LINE TO A PT 150 FT W OF NE COR THENCE SLY PARALLEL TO E LINE 654.30 FT THENCE RT. 90 DEG 7 MIN TO A PT 330 FT W OF SAID PT THENCE NLY TO PT OF BEG

## Taxpayer Details

Taxpayer Name: UNKNOWN  
and Address:

## Owner Details

Owner Name: CITY OF HIBBING

## Tax Summary

**\*\* Current Tax Summary will be made available by March 2025 \*\***

## Current Tax Due (as of 1/29/2025)

**\*\* Current Taxes Payable in 2025 will be made available by March 2025 \*\***

## Parcel Details

Property Address: -  
School District: 701  
Tax Increment District: -  
Property/Homesteader: -

## Assessment Details (2024 Payable 2025)

| Class Code<br>(Legend) | Homestead<br>Status | Land<br>EMV | Bldg<br>EMV | Total<br>EMV | Def Land<br>EMV | Def Bldg<br>EMV | Net Tax<br>Capacity |
|------------------------|---------------------|-------------|-------------|--------------|-----------------|-----------------|---------------------|
| 776                    | 0 - Non Homestead   | \$8,600     | \$0         | \$8,600      | \$0             | \$0             | -                   |
| Total:                 |                     | \$8,600     | \$0         | \$8,600      | \$0             | \$0             | 0                   |





# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 1/30/2025 10:43:20 AM

## Land Details

Deeded Acres: 5.00  
Waterfront: -  
Water Front Feet: 0.00  
Water Code & Desc: -  
Gas Code & Desc: -  
Sewer Code & Desc: -  
Lot Width: 0.00  
Lot Depth: 0.00

The dimensions shown are not guaranteed to be survey quality. Additional lot information can be found at <https://apps.stlouiscountymn.gov/webPlatsIframe/frmPlatStatPopUp.aspx>. If there are any questions, please email [PropertyTax@stlouiscountymn.gov](mailto:PropertyTax@stlouiscountymn.gov).

## Sales Reported to the St. Louis County Auditor

No Sales information reported.

## Assessment History

| Year              | Class Code<br>(Legend) | Land EMV | Bldg EMV | Total EMV | Def Land EMV | Def Bldg EMV | Net Tax Capacity |
|-------------------|------------------------|----------|----------|-----------|--------------|--------------|------------------|
| 2024 Payable 2025 | 776                    | \$8,600  | \$0      | \$8,600   | \$0          | \$0          | -                |
|                   | Total                  | \$8,600  | \$0      | \$8,600   | \$0          | \$0          | 0.00             |
| 2023 Payable 2024 | 776                    | \$8,600  | \$0      | \$8,600   | \$0          | \$0          | -                |
|                   | Total                  | \$8,600  | \$0      | \$8,600   | \$0          | \$0          | 0.00             |
| 2022 Payable 2023 | 776                    | \$7,400  | \$0      | \$7,400   | \$0          | \$0          | -                |
|                   | Total                  | \$7,400  | \$0      | \$7,400   | \$0          | \$0          | 0.00             |
| 2021 Payable 2022 | 776                    | \$7,400  | \$0      | \$7,400   | \$0          | \$0          | -                |
|                   | Total                  | \$7,400  | \$0      | \$7,400   | \$0          | \$0          | 0.00             |

## Tax Detail History

| Tax Year | Tax    | Special Assessments | Total Tax & Special Assessments | Taxable Land MV | Taxable Building MV | Total Taxable MV |
|----------|--------|---------------------|---------------------------------|-----------------|---------------------|------------------|
| 2024     | \$0.00 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |
| 2023     | \$0.00 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |
| 2022     | \$0.00 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |

**Disclaimer:** St. Louis County makes no representation or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. THE DATA IS PROVIDED 'AS IS' WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE. St. Louis County shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of these data, even if St. Louis County has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.



## **Request for Council Action**

### **City Council Action**

Approve the application as presented and refer to the Zoning Commission for approval.

### **Description of Agenda Item**

Approve the Zoning Amendment Application for PID: 140-0290-00619

### **Strategic Initiative**

In 2023, the City of Hibbing's (City) 2023 Strategic Plan identified a Core Strategy for Well-Rounded, Strong Quality of Life and quality housing stock that is affordable and accessible was identified as a criteria of that core strategy. Further, the 2023 Strategic Plan also identified a Core Strategy for Safe, Secure, and Valued Community and including everyone as an integral and involved part of the community with a safe place to live and raise a family were identified as a criterion of that core strategy.

### **Owner of Agenda Item**

Betsy Olivanti, Community Development Director, 218.421.7939, [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

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

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site. Further, the city and HRA have been collaborating on this planning since 2023 to ensure a successful project.

In July of 2024, that the city of Hibbing adopted a resolution to designate parcel ID 139-0050-04676 for the HRA's new multi-family development, should funding be secured to construct the new housing. Further, that resolution declared that the city would undertake the necessary work to ensure the parcel is shovel ready and convey the property to the HRA for this workforce housing development at no cost. The HRA secured their funding in December of 2024 and it's now time to take the next steps to move this project forward.

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

Refer to the Zoning Commission for processing and approval.

### **Budgetary/Fiscal Impact**

\$375.00

**Action Requested**

Approve the application to rezone the parcel and forward to the Zoning Commission for processing and approval.

**Attachments**

1. PID 140-0290-00619 Zoning Amendment Application





PLANNING COMMISSION

PHONE: 218.262.3486

BOARD OF ADJUSTMENTS & APPEALS: APPLICATION FOR VARIANCE/APPEAL OR \*ZONING AMENDMENT

Please carefully read the following and the instructions & information on the reverse side before filling out this application.  
**NOTICE: APPLICANT IS URGED TO ARRANGE A MEETING WITH ZONING STAFF TO DISCUSS YOUR APPLICATION PRIOR TO SUBMITTING IT FOR ACCEPTANCE. THE APPLICANT IS ALSO URGED TO ATTEND THE PUBLIC HEARING TO AVOID POSSIBLE HEARING DELAYS OR DISAPPROVAL DUE TO YOUR ABSENCE.** Zoning code information may be accessed on the City of Hibbing website [www.ci.hibbing.mn.us](http://www.ci.hibbing.mn.us) (see City Ordinances, Chapters 11 and 16) – such information is subject to change and may be out-of-date.

1. ADDRESS OF PROPERTY: Parcel ID: 140-0290-00619

2. LEGAL DESCRIPTION OF PROPERTY. ATTACH COPY OF DEED RECORDED FOR SUBJECT PROPERTY AT THE TIME ACQUIRED BY CURRENT PROPERTY OWNER/S. **NOTICE:** Application may not be accepted by the City of Hibbing or processed to be heard by the Board or Commission (or approved by said City) until Deed as required is attached. [See Attached:     ]

3. NAME OF OWNER/S: City of Hibbing ADDRESS: 401 E 21st St  
CITY: Hibbing STATE & ZIP: MN, 55746 PHONE: (218) 421-7939  
[NOTE: If the subject property has more than two (2) land owners attach a list with their names, addresses and phone numbers.]

4. NAME OF APPLICANT: Same ADDRESS:                       
CITY:                      STATE & ZIP:                      PHONE:                     

5. PETITION REQUESTED: Is your request (circle only one) – A. VARIANCE, B. APPEAL or C. ZONING AMENDMENT. If request is A. Variance, or B. Appeal continue to, and complete Lines D thru F. Or, if it is C. Zoning Amendment then skip to Line G.

D. List Zoning District Classification:                     ; E. Circle any of the following "Setback Regulations" 1) thru 4) that applies to your request: 1) FRONT, 2) CORNER, 3) SIDE, or 4) REAR YARD, and list current Regulation (in feet):                     , then list Your Request (in feet):                     , and describe the Proposed Project for your request (include it's structural dimensions):                     .

                    . F. If request is not a variance to setback regulations [i.e. 1) thru 4)] then explain:                       
(Variance procedure applies only to those uses listed as a permitted use, conditional or interim use in the zoning district in question).

G. ZONING AMENDMENT (fill-in the blanks): Rezone property per attached legal description from current zoning district

classification of: I1 To: R3; For purpose of: Construction of new housing by HRA of Hibbing  
\*ATTENTION: Planning Commission Hears All Zoning Amendment Requests, And City Council Provides Final Decision Authority.

I, the undersigned hereby attest, the information herein and attachments hereto that I have provided for this application/petition are accurate and true, and that I also understand the City of Hibbing may approve or disapprove, or request revisions to this application/petition, and further upon any such approval (of variances/appeals only) may also attach conditions that will require full compliance to remain in good standing for such approval:

Application Fee Is Non-Refundable. Variances/Appeals, Zoning Amendments are not a substitute for any required permit application.

(OFFICE USE ONLY)

6.                                              Date:                       
Applicant(s) Signature  
(Submit application, all attachments and filing fee no less than 3 weeks prior to public hearing)

Fee: Variance/Appeal: \$                     

Zoning Amendment: \$ 375.00

Current Zoning District:                     

7.                                              Date:                       
Owner(s) Signature (granting applicant permission to apply for above petition)

Date:                      Initials:                       
(revised: 10/24/14)



INSTRUCTIONS FOR VARIANCE/APPEAL OR ZONING AMENDMENT APPLICATION (Page Two)

**APPLICANT:** Be sure you have carefully read through both pages of this application before starting. *Print clearly in blue or black ink, or type to complete* application; provide required attachments, signatures and appropriate filing fee (Staff may not accept an incomplete application, or process it for public hearing). **ATTENTION:** *Attachment Of The Deed Recorded For The Subject Property At The Time Acquired By Current Owner/s Is Required – City of Hibbing may not accept your application or process it to be heard without it.* Provide the name(s) of all the property owners (i.e. spouse, co-owners).

**OWNERSHIP:** Applicant *must* have permission of subject property's owner/s to apply and *must* have him/her sign the application, or sign (and attach) a letter of permission. Applicant *shall* include a **SITE PLAN** drawn-to-scale showing all lot dimensions, all existing and proposed buildings/additions, all building dimensions and setbacks (distances from buildings to property lines). Additional information may be required. **Complete both pages of application as instructed and submit original with one copy!** *Please feel free to ask Staff for help if you are having difficulties with completing application.*

The completed application, all required attachments and filing fee must be received by the Zoning Administrator's office no less than (3) three weeks prior to the regular public hearing dates (which are the **SECOND MONDAY** of the month, or **FOURTH MONDAY** if scheduled). The process from acceptance of application to public hearing may take 4 weeks or more. Zoning amendments are heard by the Hibbing City Planning Commission. Legal Notices must be published no less than 10 days before the public hearing.

**NOTICE TO VARIANCE APPLICANT:** City of Hibbing Code of Ordinances, Chapter 11, Sec. 11.72, Variances – the Board of Adjustments is authorized to grant variances when strict enforcement of the zoning ordinances would cause "practical difficulties" as per Sec. 2. Minnesota Statutes, section 462.357, subdivision 6. Per said Sec. 11.72, Subd. 2, Conditions for variances are as follows:

Subd. 2, A – the Board of Adjustments may grant variances from the requirements of Chapters 11, 13, and 16 of this Ordinance **ONLY** when they are in harmony with the general purposes and intent of the ordinance, **AND** when the variances are consistent with the comprehensive plan.

Subd. 2, B – variances may be granted when the applicant for the variance establishes there are practical difficulties in complying with applicable zoning ordinance per practical difficulties as defined in 1 – 3 below. To establish practical difficulties applicant is responsible to provide evidence to the Board of Adjustments for all three as follows (attach additional pages if needed):

1. "The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance" – Evidence (that is explain how): Construction of new housing by HRA of Hibbing, minimum of 48 units;
  2. "The plight of the landowner is due to circumstances unique to the property not created by the landowner" – Evidence (that is explain why): this is undeveloped property suitable for this project with appropriate zoning;
  3. "The variance, if granted, will not alter the essential character of the locality" – Evidence (that is explain how): this is for phase 2 of the HRA'S development and there are similar structures nearby
- FURTHER NOTICE TO APPLICANT [Conditions for variances are continued as follows]:

Subd. 2, C. "Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems."

Subd. 2, D. "Variances shall be granted for earth sheltered construction as defined in Minnesota Statute Section 216C.06, Subdivision 14, when in harmony with the official controls."

Subd. 2, E. "No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located." [Note: Underlined by Staff. In such cases variances cannot be requested, and applications may not be accepted.]

Subd. 2, F. "The board of adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality impact created by the variance."

Subd. 2, G. "A variance may be granted for the temporary use of a one-family dwelling as a two-family dwelling."

Subd. 2, H. "No variances permitting the erection or alteration of a building shall be valid for a period longer than six (6) months unless a building permit is issued and construction actually begun within that period, and is thereafter diligently pursued to completion."

If terms, revisions and/or conditions under which the variance is approved are violated the applicable permit can be held invalid and the City of Hibbing may order work stopped and/or corrected to suit said permit and variance issuance and/or have a citation filed against applicant/owner for possible prosecution. *Variance/Appeal decisions of the Board are final, subject to formal appeal to the City Council by the aggrieved party. [Submit both pages if this form is copied as two separate pages.]*

Applicant's Signature: \_\_\_\_\_

(revised 10/24/14)





# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 1/30/2025 11:04:46 AM

| General Details                                                          |                                                                                                                                                                 |             |             |              |                 |                 |                     |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|--------------|-----------------|-----------------|---------------------|
| Parcel ID:                                                               | 140-0290-00619                                                                                                                                                  |             |             |              |                 |                 |                     |
| Document:                                                                | Abstract - 1501082                                                                                                                                              |             |             |              |                 |                 |                     |
| Document Date:                                                           | 11/13/2024                                                                                                                                                      |             |             |              |                 |                 |                     |
| Legal Description Details                                                |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Plat Name:                                                               | HIBBING                                                                                                                                                         |             |             |              |                 |                 |                     |
| Section                                                                  | Township                                                                                                                                                        | Range       | Lot         | Block        |                 |                 |                     |
| 24                                                                       | 57                                                                                                                                                              | 21          | -           | -            |                 |                 |                     |
| Description:                                                             | That part of the South 360 feet of the NE1/4 of the SE1/4 lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company. |             |             |              |                 |                 |                     |
| Taxpayer Details                                                         |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Taxpayer Name                                                            | CITY OF HIBBING                                                                                                                                                 |             |             |              |                 |                 |                     |
| and Address:                                                             | 401 E 21ST ST<br>HIBBING MN 55746                                                                                                                               |             |             |              |                 |                 |                     |
| Owner Details                                                            |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Owner Name                                                               | CITY OF HIBBING                                                                                                                                                 |             |             |              |                 |                 |                     |
| Tax Summary                                                              |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| ** Current Tax Summary will be made available by March 2025 **           |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Current Tax Due (as of 1/29/2025)                                        |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| ** Current Taxes Payable in 2025 will be made available by March 2025 ** |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Parcel Details                                                           |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Property Address:                                                        | -                                                                                                                                                               |             |             |              |                 |                 |                     |
| School District:                                                         | 701                                                                                                                                                             |             |             |              |                 |                 |                     |
| Tax Increment District:                                                  | -                                                                                                                                                               |             |             |              |                 |                 |                     |
| Property/Homesteader:                                                    | -                                                                                                                                                               |             |             |              |                 |                 |                     |
| Assessment Details (2024 Payable 2025)                                   |                                                                                                                                                                 |             |             |              |                 |                 |                     |
| Class Code<br>(Legend)                                                   | Homestead<br>Status                                                                                                                                             | Land<br>EMV | Bldg<br>EMV | Total<br>EMV | Def Land<br>EMV | Def Bldg<br>EMV | Net Tax<br>Capacity |
| 670                                                                      | 0 - Non Homestead                                                                                                                                               | \$26,900    | \$0         | \$26,900     | \$0             | \$0             | -                   |
| Total:                                                                   |                                                                                                                                                                 | \$26,900    | \$0         | \$26,900     | \$0             | \$0             | 0                   |





# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 1/30/2025 11:04:46 AM

## Land Details

Deeded Acres: 4.71  
Waterfront: -  
Water Front Feet: 0.00  
Water Code & Desc: -  
Gas Code & Desc: -  
Sewer Code & Desc: -  
Lot Width: 0.00  
Lot Depth: 0.00

The dimensions shown are not guaranteed to be survey quality. Additional lot information can be found at <https://apps.stlouiscountymn.gov/webPlatsIframe/frmPlatStatPopUp.aspx>. If there are any questions, please email [PropertyTax@stlouiscountymn.gov](mailto:PropertyTax@stlouiscountymn.gov).

## Sales Reported to the St. Louis County Auditor

No Sales information reported.

## Assessment History

| Year              | Class Code<br>(Legend) | Land EMV | Bldg EMV | Total EMV | Def Land EMV | Def Bldg EMV | Net Tax Capacity |
|-------------------|------------------------|----------|----------|-----------|--------------|--------------|------------------|
| 2024 Payable 2025 | 670                    | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | -                |
|                   | Total                  | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | 0.00             |
| 2023 Payable 2024 | 670                    | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | -                |
|                   | Total                  | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | 0.00             |
| 2022 Payable 2023 | 234                    | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | -                |
|                   | Total                  | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | 404.00           |
| 2021 Payable 2022 | 234                    | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | -                |
|                   | Total                  | \$26,900 | \$0      | \$26,900  | \$0          | \$0          | 404.00           |

## Tax Detail History

| Tax Year | Tax      | Special Assessments | Total Tax & Special Assessments | Taxable Land MV | Taxable Building MV | Total Taxable MV |
|----------|----------|---------------------|---------------------------------|-----------------|---------------------|------------------|
| 2024     | \$0.00   | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |
| 2023     | \$698.00 | \$0.00              | \$698.00                        | \$26,900        | \$0                 | \$26,900         |
| 2022     | \$718.00 | \$0.00              | \$718.00                        | \$26,900        | \$0                 | \$26,900         |

**Disclaimer:** St. Louis County makes no representation or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. THE DATA IS PROVIDED 'AS IS' WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE. St. Louis County shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of these data, even if St. Louis County has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.



## **Request for Council Action**

### **City Council Action**

Approve the agreement with Widseth to complete wetland delineation and boundary and topography surveys for the HRA of Hibbing Cobb Cook Place Project for Phase 1 and 2.

### **Description of Agenda Item**

Approve the agreement with Widseth to begin the shovel-ready site preparation for the HRA of Hibbing's project.

### **Strategic Initiative**

In 2023, the City of Hibbing's (City) 2023 Strategic Plan identified a Core Strategy for Well-Rounded, Strong Quality of Life and quality housing stock that is affordable and accessible was identified as a criteria of that core strategy. Further, the 2023 Strategic Plan also identified a Core Strategy for Safe, Secure, and Valued Community and including everyone as an integral and involved part of the community with a safe place to live and raise a family were identified as a criterion of that core strategy.

### **Owner of Agenda Item**

Betsy Olivanti, Community Development Director, 218.421.7939, [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

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

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site. Further, the city and HRA have been collaborating on this planning since 2023 to ensure a successful project.

In July of 2024, that the city of Hibbing adopted a resolution to designate parcel ID 139-0050-04676 for the HRA's new multi-family development, should funding be secured to construct the new housing. Further, that resolution declared that the city would undertake the necessary work to ensure the parcel is shovel ready and convey the property to the HRA for this workforce housing development at no cost. The HRA secured their funding in December of 2024 and it's now time to take the next steps to move this project forward.

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

N/A

### **Budgetary/Fiscal Impact**

Up to a maximum of \$\_\_\_\_\_ will be paid from funds secured in 2024 Mineral Amendment

**Action Requested**

Approve the agreement with Widseth to complete boundary and topography surveys for the HRA of Hibbing Cobb Cook Place Project for Phase 1 and 2.

**Attachments**

1. Widseth City of Hibbing topo and boundary
2. 2025-02-04 City of Hibbing\_139-0050-04677
3. 2025-02-04 City of Hibbing 140-0290-00619

January 30, 2025  
City of Hibbing  
Attn: Betsy Olivanti | Community Development Director  
401 East 21st Street, Hibbing, MN 55746  
Hibbing, MN 55746  
218-312-1579

**Hibbing**  
704 East Howard Street  
Hibbing, Minnesota 55746  
218.263.6868  
Hibbing@Widseth.com  
Widseth.com

**Re: Proposal for a Professional Land Survey Services for your property part of the South 360 feet of the Northeast Quarter of the Southeast Quarter lying westerly of DMIR Railway and part of the Southwest Quarter of the Southeast Quarter all in Section 24, T.57N., R.21W., St. Louis County, MN Parcel No: 139-0050-04676 and 140-0290-00619**

Dear Betsy,

Thank you for contacting us regarding the survey of the property indicated above. We have completed research of the area and have a good understanding of the efforts necessary to establish your property boundaries as we discussed. We propose the following specific scope of services:

**Field Survey Services**

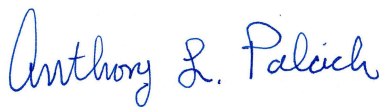
- Utilize existing surveys, plats, Gov't corners, and a current deed as the basis for our work.
- Recover the plat corners necessary to determine your boundary.
- Verify existing monuments or place new 5/8 inch by 24-inch rebar monuments marked by flagging.
- Set additional fence posts on the north and west property lines.
- Locate visible encroachments.
- Perform a topographic survey.
- Locate visible utilities as marked by a Gopher One State locate

**Office Computations and Drawing**

- Compile the field data and prepare a Certificate of Survey to include:
  - Property boundaries and record description.
  - Encroachments observed.
  - Property corners found and established.
  - Topographic information.
  - Utilities as observed.
  - Description for a proposed 66-foot right of way.
  - Description for a proposed 2-acre parcel.
- Provide a PDF of the signed Certificate of Survey together with paper copies for your use.

Based on the services requested, research performed and our experience in the area we will perform this survey for a Lump sum of **\$4,500.00**. If you are in agreement, please sign, date and return one copy of this proposal as your authorization to proceed. We appreciate the opportunity to present this proposal to you and look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,  
WIDSETH



Anthony Palcich L.S., CFedS  
Land Surveyor



David Jordan P.E.  
Vice President

***Proposed by Widseth***

***Accepted by*** City of Hibbing representative: ***The above proposal is satisfactory and Widseth Smith Nolting and Associates, Inc., (DBA WIDSETH) is authorized to do the work as specified. Payment will be made upon completion of the proposed work. Owner may accept this contract through its signature below.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# General Provisions of Professional Survey Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

- In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - Travel and subsistence.
  - Specialized computer services or programs.
  - Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - Identifiable reproduction and reprographic costs.
  - Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
- The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.



#### **ARTICLE 7. CLIENT'S RESPONSIBILITIES**

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
2. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
3. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 8. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 9. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 10. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 11. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 12. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 13. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 14. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses

from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 15. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 16. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 17. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



Real People. Real Solutions.

4960 Miller Trunk Highway  
Suite 550  
Duluth, MN 55811

Ph: (218) 729-5939  
Bolton-Menk.com

February 4<sup>th</sup>, 2025

Betsy Olivanti  
City of Hibbing  
Email: [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

RE: Topographic & Boundary Survey & Wetland Delineation  
St. Louis Parcel ID: 139-0050-04677 in Hibbing, Minnesota

Dear Mrs. Olivanti

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey for the land described above. Bolton & Menk, Inc. takes great pride in providing boundary survey services thoroughly, accurately, and efficiently. Our approach to surveying services makes City of Hibbing's priorities our priorities. We understand what needs to be accomplished for the successful completion of your boundary survey.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations. Full payment for services will be required prior to Bolton & Menk, Inc. providing a final signed survey.

If you have any questions, concerns, or comments regarding this proposal, please call me at 218-729-5939 Ext. 4036 or email at [Josh.Barsness@bolton-menk.com](mailto:Josh.Barsness@bolton-menk.com).

Sincerely,  
**BOLTON & MENK, INC.**

Josh Barsness, L.S.  
Survey Manager

Attachments: Scope of Services Budget (2 pages)  
Terms and Proposal (2 pages)

## SCOPE OF WORK

### Boundary Survey

- Bolton and Menk, Inc. will complete a boundary survey for the St. Louis County Parcel ID: 139-0050-04677
- Find and verify or place survey markers on the exterior boundary of the proposed parcel.
- Draft a Certificate of Survey map detailing the evaluated evidence and results of the survey. The map will show the driveway, fences and building structures. The Certificate of Survey map will also display any above ground visible potential encroachments that were physically observed.
- Prepare a legal description for the proposed parcel and display it on the Certificate of Survey map.

### Topographic Survey:

- Establish horizontal and vertical survey control, based on St. Louis County Transverse Mercator coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Utility Information
  - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
    - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Gopher One Call process requesting review and comments; after comments are received, we will make

appropriate revisions and provide a final CAD file and hard copy

### Wetland Delineation:

- We will complete a delineation of the survey limits (PID 139-0050-0477) to identify all wetland boundaries within the parcel, to help you understand the extents of wetlands and any other aquatic resources on your property. The delineation will include performing transects and sampling in the vicinity of any wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-foot GPS unit to accurately locate and map each point and prepare a written report of our findings. This report will be submitted to the appropriate agencies for approval.

## DELIVERABLES

Deliverables will include print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background and/or a text file of the legal.

## ASSUMPTIONS

This proposal is based upon the following assumptions:

- Title research will be limited to retrieving the current deed for the property and the adjoining. Bolton & Menk does not guarantee that our research will discover underlying title problems, if any exist, with the property. To achieve that assurance, we recommended you purchase title insurance commitment.
- Title issues that may arise (gaps/overlaps, poor legal description, etc.) will be considered additional services and invoiced on an hourly basis.
- Surveying properties in your area is often challenging due to the age and poor quality of the original platting, and as such, Bolton & Menk, Inc. reserves the right to re-negotiate the estimated costs should the preliminary field work indicate there are substantial complicating circumstances regarding property boundaries that were not apparent prior to arriving at the site. This determination will be made as quickly as possible upon commencement of the survey. We will contact you immediately for a directive if needed.

- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.

## FEES

Bolton & Menk, Inc.'s proposed fee for the described Scope of Services is as follows:

| Scope of Services                        |         |
|------------------------------------------|---------|
| Topographic & Boundary Survey; Fixed Fee | \$9,900 |
| Wetland Delineation; Estimated           | \$5,000 |

## SCHEDULE

We are able to complete the field working within 15 days upon authorization to proceed, weather permitting. We will deliver the survey 10 working days after the fieldwork is complete.

## APPROVALS AND SIGNATURES

City of Hibbing (Client) acknowledges that it is legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the Client.

Accepted by:

---

**Print Name/Title**

---

**Signature and Date**

**Terms of Proposal – General Survey  
Bolton & Menk, Inc.**

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

ascertain.

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

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

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

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

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

**F. Utilities:** Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

**G. Project Approval:** Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

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

**I. Construction Phase Services:** Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor

**J. Ownership and Alteration of Documents:** All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's

reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

**K. Billings and Payments:** Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

**L. Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

**M. Waiver:** To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

**N. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**O. Certificates of Insurance:** BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting

terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

**P. Dispute Resolution:** Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

**Q. Agreement:** If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

**R. Termination of Services:** The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

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

**T. LIEN RIGHTS:** Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

“(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”





Real People. Real Solutions.

4960 Miller Trunk Highway  
Suite 550  
Duluth, MN 55811

Ph: (218) 729-5939  
Bolton-Menk.com

February 4<sup>th</sup>, 2025

Betsy Olivanti  
City of Hibbing  
Email: [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

RE: Topographic & Boundary Survey & Wetland Delineation  
St. Louis Parcel ID: 140-0290-00619 in Hibbing, Minnesota

Dear Mrs. Olivanti

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey for the land described above. Bolton & Menk, Inc. takes great pride in providing boundary survey services thoroughly, accurately, and efficiently. Our approach to surveying services makes City of Hibbing's priorities our priorities. We understand what needs to be accomplished for the successful completion of your boundary survey.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations. Full payment for services will be required prior to Bolton & Menk, Inc. providing a final signed survey.

If you have any questions, concerns, or comments regarding this proposal, please call me at 218-729-5939 Ext. 4036 or email at [Josh.Barsness@bolton-menk.com](mailto:Josh.Barsness@bolton-menk.com).

Sincerely,  
**BOLTON & MENK, INC.**

Josh Barsness, L.S.  
Survey Manager

Attachments: Scope of Services Budget (2 pages)  
Terms and Proposal (2 pages)

## SCOPE OF WORK

### Boundary Survey

- Bolton and Menk, Inc. will complete a boundary survey for the St. Louis County Parcel ID: 140-0290-00619
- Find and verify or place survey markers on the exterior boundary of the proposed parcel.
- Draft a Certificate of Survey map detailing the evaluated evidence and results of the survey. The map will show the driveway, fences and building structures. The Certificate of Survey map will also display any above ground visible potential encroachments that were physically observed.

### Topographic Survey:

- Establish horizontal and vertical survey control, based on St. Louis County Transverse Mercator coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Utility Information
  - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
    - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Gopher One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy

### Wetland Delineation:

- We will complete a delineation of the survey limits (PID 139-0050-0477) to identify all wetland boundaries within the parcel, to help you understand the extents of wetlands and any other aquatic resources on your property. The delineation will include performing transects and sampling in the vicinity of any wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-foot GPS unit to accurately locate and map each point and prepare a written report of our findings. This report will be submitted to the appropriate agencies for approval.

## DELIVERABLES

Deliverables will include print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background and/or a text file of the legal.

## ASSUMPTIONS

This proposal is based upon the following assumptions:

- Title research will be limited to retrieving the current deed for the property and the adjoining. Bolton & Menk does not guarantee that our research will discover underlying title problems, if any exist, with the property. To achieve that assurance, we recommended you purchase title insurance commitment.
- Title issues that may arise (gaps/overlaps, poor legal description, etc.) will be considered additional services and invoiced on an hourly basis.
- Surveying properties in your area is often challenging due to the age and poor quality of the original platting, and as such, Bolton & Menk, Inc. reserves the right to re-negotiate the estimated costs should the preliminary field work indicate there are substantial complicating circumstances regarding property boundaries that were not apparent prior to arriving at the site. This determination will be made as quickly as possible upon commencement of the survey. We will contact you immediately for a directive if needed.

- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.

## FEES

Bolton & Menk, Inc.'s proposed fee for the described Scope of Services is as follows:

| Scope of Services                        |         |
|------------------------------------------|---------|
| Topographic & Boundary Survey; Fixed Fee | \$9,500 |
| Wetland Delineation; Estimated           | \$5,000 |

## SCHEDULE

We are able to complete the field working within 15 days upon authorization to proceed, weather permitting. We will deliver the survey 10 working days after the fieldwork is complete.

## APPROVALS AND SIGNATURES

City of Hibbing (Client) acknowledges that it is legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the Client.

Accepted by:

---

**Print Name/Title**

---

**Signature and Date**

**Terms of Proposal – General Survey  
Bolton & Menk, Inc.**

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

ascertain.

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

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

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

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

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

**F. Utilities:** Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

**G. Project Approval:** Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

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

**I. Construction Phase Services:** Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor

**J. Ownership and Alteration of Documents:** All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's

reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

**K. Billings and Payments:** Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

**L. Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

**M. Waiver:** To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

**N. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**O. Certificates of Insurance:** BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting

terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

**P. Dispute Resolution:** Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

**Q. Agreement:** If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

**R. Termination of Services:** The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

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

**T. LIEN RIGHTS:** Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

“(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”





## **Request for Council Action**

### **City Council Action**

Approve the agreement with Braun Intertec Corporation to begin the Phase 1, Phase 2 (if needed), and Geotechnical work for the HRA of Hibbing's project.

### **Description of Agenda Item**

Approve the agreement with Braun Intertec Corporation to begin the Phase 1, Phase 2 (if needed), and Geotechnical work for the HRA of Hibbing's project.

### **Strategic Initiative**

In 2023, the City of Hibbing's (City) 2023 Strategic Plan identified a Core Strategy for Well-Rounded, Strong Quality of Life and quality housing stock that is affordable and accessible was identified as a criteria of that core strategy. Further, the 2023 Strategic Plan also identified a Core Strategy for Safe, Secure, and Valued Community and including everyone as an integral and involved part of the community with a safe place to live and raise a family were identified as a criterion of that core strategy.

### **Owner of Agenda Item**

Betsy Olivanti, Community Development Director, 218.421.7939, [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

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

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site. Further, the city and HRA have been collaborating on this planning since 2023 to ensure a successful project.

In July of 2024, that the city of Hibbing adopted a resolution to designate parcel ID 139-0050-04676 for the HRA's new multi-family development, should funding be secured to construct the new housing. Further, that resolution declared that the city would undertake the necessary work to ensure the parcel is shovel ready and convey the property to the HRA for this workforce housing development at no cost. The HRA secured their funding in December of 2024 and it's now time to take the next steps to move this project forward.

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

### **Budgetary/Fiscal Impact**



Up to \$44,001 will be paid for with funds secured in the 2024 Mineral Amendment.

**Action Requested**

Approve the agreement with Braun Intertec Corporation to begin the Phase 1, Phase 2 (if needed), and Geotechnical work for the HRA of Hibbing's project.

**Attachments**

1. NTS 23124
2. BraunIntertec Geotechnical and Environmental Proposal\_Hibbing  
Parcels\_QTB199744\_REVISION 3



To: Hibbing Community Development  
From: Northeast Technical Services, Inc.  
Subject: Housing and Redevelopment Authority of Hibbing  
Date: February 3, 2025  
Proposal: 23124

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NTS is pleased to be a part of a new development within the city of Hibbing, Minnesota (City) and referred to as the Housing and Redevelopment Authority (HRA) development in this proposal.<sup>1</sup> As requested on January 17, 2025, a scope of work is presented below and refined and is described as the Work.

**Phase I environmental site assessments**, professional services for Phase I assessments will be completed by ASTM E1527-21 for the definition of a recognized environmental conditions (REC) and for 1) records review, 2) site reconnaissance (with ASTM E2247-16 methodology incorporated), 3) interviews, and 4) reporting. A final deliverable will present findings and opinions and if further investigation is recommended or warranted.

**Limited Phase II investigation**, services for the limited Phase II Investigation are to evaluate recognized environmental conditions (REC) identified in the Phase I, typically by testing soil, groundwater, and / or vapor with two possible outcomes presented below.

- The Phase II information provides that there is no reasonable basis to suspect the presence of hazardous substances (non-petroleum) or petroleum under conditions that constitute a 'release.' Therefore, additional investigation is not warranted.
- The Phase II information provides the presence of hazardous substances (non-petroleum) or petroleum under conditions that constitute a 'release.' Therefore, additional investigation will depend on the extent, magnitude, and setting of the release as well as the risk tolerance of the User.

**Geotechnical evaluation**, professional services for the evaluation will include field services and a geotechnical report that summarizes the results of the soil borings, laboratory testing, and will provide recommendations for construction.

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<sup>1</sup> - Development area was presented in January 17 & 29, 2025 electronic correspondence for parcel 139-0050-04676, 66' RoW on the south boundary of the property of 139-0050-04677, and 140-0290-00619.

## Schedule of Work and Costs

Estimated costs for the services described herein are presented below.

|                                             |          |
|---------------------------------------------|----------|
| Phase I Environmental Site Assessment       | \$3,500  |
| Limited Phase II Investigation <sup>2</sup> | \$20,100 |
| Cleanup Actions <sup>3</sup>                | \$tbd    |
| Geotechnical <sup>4</sup>                   | \$28,000 |
| Estimate for the Work                       | \$51,600 |

**Timing,** NTS staff is ready to schedule this work as soon as authorization to proceed is received with some caveats being site access, tree removal, and if the ground surface is snow covered. Our final deliverables are generally produced within four weeks of the site visit and field work event. If a specific deadline is requested, please let us know.

**Authorization to Proceed <sup>5</sup>** | This proposal presented by NTS has been reviewed and accepted by a duly authorized signatory with the full authority to act for and in the name of the party to whom this document is addressed. In consideration of the foregoing, NTS hereby agrees to provide environmental services in the above matter.

**Signature**

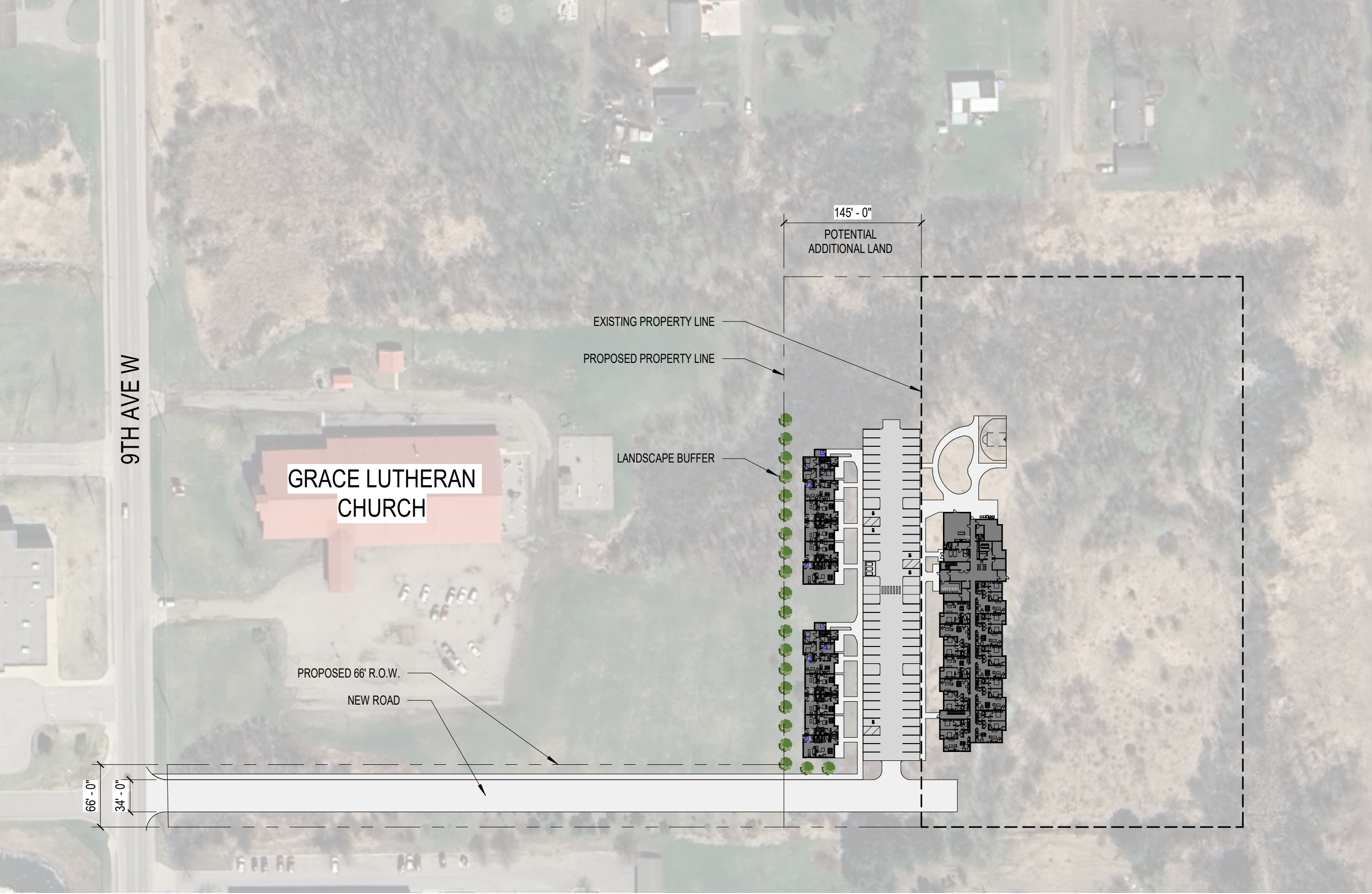
**Printed name and affiliation**

<sup>2</sup> - Includes professional services and field services which are management, updates, and report production, boring oversight and sampling of up to twelve (12) soil borings and sample locations for planning purposes only; estimate for (12) samples of PCB, DRO, TCLP RCRA, SVOC, VOC; and four (4) soil gas by TO-15. Outside services include Eurofins in Cedar Falls, Iowa with a standard turn-around time and drilling subcontractor.

<sup>3</sup> - It is unknown what the cost for cleanup and / or soil corrections are at this time (if any). Estimate will depend on areas that are proposed for disturbance that present a risk to human health and / or the environment.

<sup>4</sup> - Includes professional services and field services which are management, updates, and report production, boring oversight and sampling, including up to twenty-three (23) soil borings and sample locations as part of the geotechnical evaluation for parcels 139-0050-04676 and -04677; and up to five (5) soil borings and sample locations as part of the preliminary evaluation for parcel 140-0290-00619. NTS lab and drill rig will be utilized and the field event is anticipated to take more than one working day and may be scheduled before June 2025. Scheduling will depend on tree removal and / or snow removal (not included in this estimate).

<sup>5</sup> - Terms and conditions and NTS rate sheet are attached.



SITE CONTEXT

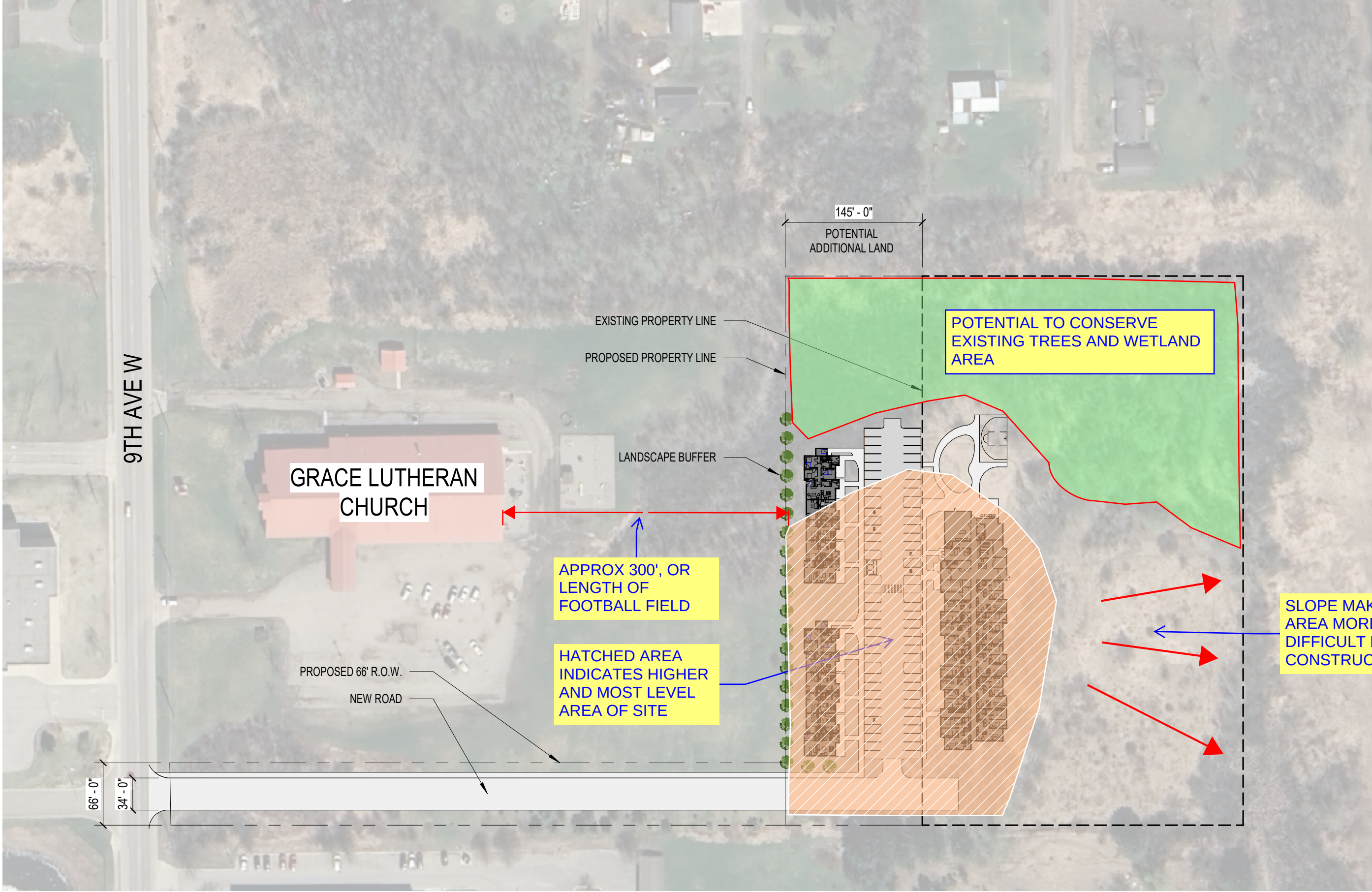
230651 | COBB COOK PLACE - HIBBING



01/24/25







## TERMS AND CONDITIONS

### 1. NTS Responsibilities

- 1.1. **Services:** NTS agrees to perform the services (the “Work”) for Client in accordance with the Proposal which is a part of these terms and conditions.
- 1.2. **Standard of Care:** In performing the Work, NTS will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of NTS’ profession practicing in the same locality.
- 1.3. **Licensing/Compliance with Laws:** NTS agrees to preserve the existence of all its licenses necessary to the operation of its business relating to the Work. NTS will comply in all material respects with all laws which are applicable to its activities under the Proposal.
- 1.4. **Independent Contractor:** In performing the Work under this Agreement, NTS will operate as, and have the status of an independent contractor and will not act as, or be an employee, representative or agent of the Client. NTS will select the means, methods, techniques, sequences, and procedures used in providing the Work.
- 1.5. **Indemnity:** NTS will defend, indemnify, and hold harmless the Client, its officers and employees, from and against all actions, claims, damages, and expenses actually suffered or incurred by the Client arising out of or relating to a breach of any warranty, representation or agreement made or undertaken by NTS in the Proposal or these terms and conditions.
- 1.6. **Limitations on Liability:** NTS shall not be liable to the Client for any incidental, consequential, special or punitive damages relating to the work whether liability is asserted in contract, tort or otherwise. The liability of NTS, if any relating to the work, in no event will exceed the price paid by the Client to NTS hereunder.
- 1.7. **Confidentiality:** Confidential documents and information provided by the Client to NTS will be maintained in confidence except as required by law or as otherwise specified in a separate confidentiality agreement signed by NTS and the Client.
- 1.8. **Insurance:** NTS will maintain the following insurance policies and minimum limits: a) Workers’ Compensation – statutory; b) General Liability- \$1,000,000 per occurrence; \$2,000,000 aggregate; c) Automobile liability - \$1,000,000 combined single limit; d) Professional liability - \$1,000,000 per occurrence; \$2,000,000 aggregate. Certificates showing proof of insurance will be provided to the Client upon request.
- 1.9. **Client’s Subcontractors:** NTS’ duties do not include supervising the Client’s contractors, or commenting on, supervising, or providing the means and methods of their work unless NTS accepts those duties in writing.

### 2. Client Responsibilities

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



- 2.2. **Information:** The Client agrees to provide NTS with all information, plans, changes in plans, and data of which the Client has knowledge, including, without limitation, known or suspected hazardous substances, that may affect or be required to perform the Work (the "Information"). If the Client has specific health and safety programs or policies these must be disclosed to NTS.
- 2.3. **Authorizations and Permits:** Unless otherwise agreed to in writing, the Client shall be required to secure and maintain all government authorizations, local approvals, licenses and operational permits which may be required by federal, state, or local authorities to perform the Work.
- 2.4. **Indemnity:** The Client will defend, indemnify and hold harmless NTS, its officers and employees, from and against all actions, claims, damages, and expenses arising out of or relating to (i) a breach of any warranty, representation or agreement made or undertaken by the Client in the Proposal or these terms and conditions, (ii) negligent acts and omissions of the Client, any other party contracting with the Client on the same project as NTS or other persons for whom the Client is legally responsible and/or (iii) the Client's failure to provide the Information to NTS in a timely manner.

### 3. Compensation

- 3.1. **Payment:** The Client will pay NTS for the Work according to the Proposal. The Client agrees to notify NTS of billing disputes within fifteen days of the date of invoice. The Client agrees to pay all undisputed portions of NTS' invoice within thirty (30) days of the date of invoice. For undisputed balances not paid within said 30-day period, the Client agrees to pay interest on the unpaid balances beginning thirty (30) days after the date of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. If NTS is involved in a legal action to collect compensation for the Work, the Client agrees to pay NTS' collection expenses, including, without limitation, reasonable attorney's fees.

### 4. General Provisions

- 4.1. **Entire Agreement:** These terms and conditions together with the Proposal constitutes the entire agreement between NTS and the Client with respect to the subject matter hereof. These terms and conditions may not be modified, supplemented or waived except in a writing signed by an authorized representative of NTS.
- 4.2. **Assignment:** Neither NTS nor the Client may assign the Proposal without the written approval of the other; provided, however, NTS may engage appropriately skilled subcontractors or affiliates of NTS to perform any part of the Work.
- 4.3. **Ownership of Reports:** NTS' reports, notes, calculations, and other written or electronic documents are instruments of service, for only the Client's use. The Client will not use or transfer reports to others for purposes for which they were not prepared without the prior written consent of NTS, which consent will not be unreasonably withheld.
- 4.4. **Governing Law and Jurisdiction:** These terms and conditions shall be deemed to have been made in the State of Minnesota and shall governed by and interpreted in accordance with the laws of the State of Minnesota. With respect to any dispute, controversy or claim arising out of or relating to these terms and conditions or the relationship between the parties, NTS and the Client agree and consent to jurisdiction of and exclusive venue in Minnesota State Court, St. Louis County, Sixth Judicial District.

- 4.5. **Waiver:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
- 4.6. **Third Party Beneficiary:** This Agreement is to be construed and understood solely as an Agreement between NTS and the Client and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that he/she is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between NTS and the Client, may be waived at any time by mutual agreement between NTS and the Client.

9022887v3

February 5, 2025

Revised Proposals QTB199744/QTB208085

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

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

Dear Ms. Olivanti:

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

## Project Information

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

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

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

## Scope of Services

### Task 1: Preliminary Geotechnical Evaluation

#### Purpose

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

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

#### Site Access

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

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

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

#### Staking

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

#### Utility Clearance

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

#### Penetration Test Borings

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

**Table 1. Summary of Proposed Borings**

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

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

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

#### **Groundwater Measurements and Sampling**

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

#### **MDH Sealing Record**

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

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

#### **Borehole Abandonment**

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

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



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

### **Sample Review and Laboratory Testing**

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

### **Engineering Analyses**

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

### **Geotechnical Evaluation Report**

We will prepare a report including:

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

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

## **Task 2: Phase I Environmental Site Assessment (ESA)**

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

### **Site History Review**

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

### **Regulatory Information Review**

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

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

### **Site Reconnaissance and Interviews**

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

### **Results and Reporting**

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

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

### **User-Provided Information**

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

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

### **Assessment Limitations**

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

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

### **Task 3: Phase II Environmental Site Assessment (ESA)**

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

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

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

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

### **Soil Borings**

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

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

### **Soil Screening**

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

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

### **Soil Sampling and Analytical Testing**

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

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

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

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

#### **Groundwater Sampling and Analytical Testing**

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

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

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

#### **Soil Vapor Sampling and Analytical Testing**

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

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

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

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

## Schedule

We anticipate performing our work according to the following schedule.

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

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

## Fees

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

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



**Table 2. Proposed Fee Breakdown**

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

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

### **Additional Services**

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

### **General Remarks**

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

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

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

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

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

Sincerely,

BRAUN INTERTEC CORPORATION



Jared D. Lubben  
Associate Director



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



Steven A. Thayer, PE  
Senior Manager, Senior Engineer

Attachments:

General Conditions (11/4/2024)

ASTM Practice E1527-21 User Questionnaire

Client Information Request Form for Phase I Environmental Site Assessments

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

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**

**SECTION 1: AGREEMENT**

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

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

**SECTION 2: SCOPE OF SERVICES**

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

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

**SECTION 3: PERFORMANCE OF SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 4: SCHEDULE**

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

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

**SECTION 5: COST AND PAYMENT OF SERVICES**

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

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

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

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

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

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

## SECTION 6: OWNERSHIP AND USE OF DATA

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

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

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

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

## SECTION 7: INSURANCE

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

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

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

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

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

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

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

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

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

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

## SECTION 9: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ASTM Practice E1527-21 User Questionnaire

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

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Project/Site Name: \_\_\_\_\_

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

### **Client Objectives**

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

- ☐ Buying property
- ☐ Refinancing
- ☐ Selling property
- ☐ Development
- ☐ Redevelopment
- ☐ Other: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

☐ Yes    ☐ No

F. Is confidentiality requested?

☐ Yes    ☐ No

If so, to whom is it limited? \_\_\_\_\_

## Site-Specific Information

A. Where is the Site located?

Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_

B. Who is the current property owner?

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

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

If previous environmental work has been performed...

When was it performed? \_\_\_\_\_

By whom?

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

What were the results?

Are copies of the report(s) available?

☐ Yes ☐ No ☐ Unknown

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

☐ Yes ☐ No ☐ Unknown

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

\_\_\_\_\_ acres

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

- |                                       |                                           |
|---------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Undeveloped  | <input type="checkbox"/> Light industrial |
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Retail           |
| <input type="checkbox"/> Residential  | <input type="checkbox"/> Office Building  |
| <input type="checkbox"/> Parking Lot  | <input type="checkbox"/> Warehouse        |
| <input type="checkbox"/> Commercial   | <input type="checkbox"/> Other: _____     |

H. What is the proposed use of the property?

---

I. Are there existing buildings on the property?

☐ Yes    ☐ No    ☐ Unknown

If yes:

How many buildings? \_\_\_\_\_

What year was each building originally built? \_\_\_\_\_

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

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

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

Give a brief description and use of each building.

---

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

---

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

Aboveground storage tanks: ☐ Yes    ☐ No    ☐ Unknown

Underground storage tanks: ☐ Yes    ☐ No    ☐ Unknown

If yes:

Where are they located?

\_\_\_\_\_

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

\_\_\_\_\_

When were the tanks installed?

\_\_\_\_\_

Are there any maintenance records available for the tanks?

\_\_\_\_\_

Are the tanks currently being used?

☐ Yes    ☐ No    ☐ Unknown

If no:

When were the tank(s) closed? \_\_\_\_\_

Was the MPCA notified? \_\_\_\_\_

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

Hazardous chemicals: ☐ Yes    ☐ No    ☐ Unknown

Petroleum products: ☐ Yes    ☐ No    ☐ Unknown

If yes, which ones? \_\_\_\_\_

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

---

N. Utilities

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

Wells: ☐ Yes ☐ No ☐ Unknown

Septic systems: ☐ Yes ☐ No ☐ Unknown

Is the Site connected to city sewer and water?

Sewer: ☐ Yes ☐ No ☐ Unknown

Water: ☐ Yes ☐ No ☐ Unknown

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

☐ Unknown

☐ Gas

☐ Electric

☐ Propane

☐ Other: \_\_\_\_\_

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

---

---

---

P. How are the adjacent properties used?

---

---

---

---



## **Request for Council Action**

### **City Council Action**

Authorize the Community Development Director to negotiate for the purchase of two acres from the Grace Lutheran Church as directed by council in closed session for the HRA of Hibbing's project.

### **Description of Agenda Item**

Authorize the Community Development Director to negotiate for the purchase of three acres from the Grace Lutheran Church as directed by council in closed session for the HRA of Hibbing's project.

### **Strategic Initiative**

In 2023, the City of Hibbing's (City) 2023 Strategic Plan identified a Core Strategy for Well-Rounded, Strong Quality of Life and quality housing stock that is affordable and accessible was identified as a criteria of that core strategy. Further, the 2023 Strategic Plan also identified a Core Strategy for Safe, Secure, and Valued Community and including everyone as an integral and involved part of the community with a safe place to live and raise a family were identified as a criterion of that core strategy.

### **Owner of Agenda Item**

Betsy Olivanti, Community Development Director, 218.421.7939, [betsyolivanti@hibbingmn.gov](mailto:betsyolivanti@hibbingmn.gov)

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

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site. Further, the city and HRA have been collaborating on this planning since 2023 to ensure a successful project.

In July of 2024, that the city of Hibbing adopted a resolution to designate parcel ID 139-0050-04676 for the HRA's new multi-family development, should funding be secured to construct the new housing. Further, that resolution declared that the city would undertake the necessary work to ensure the parcel is shovel ready and convey the property to the HRA for this workforce housing development at no cost. The HRA secured their funding in December of 2024 and it's now time to take the next steps to move this project forward.

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

**Budgetary/Fiscal Impact**

Will be paid for by funds secured in the 2024 Mineral Amendment.

**Action Requested**

Authorize the Community Development Director to negotiate for the purchase of three acres from the Grace Lutheran Church as directed by council in closed session for the HRA of Hibbing's project.

**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**

Offer ORDINANCE NO. 446, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY AMENDING PROVISIONS IN SECTION 10.21 'DOG REGULATION AND LICENSES'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

### **Description of Agenda Item**

Offer ORDINANCE NO. 446, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY AMENDING PROVISIONS IN SECTION 10.21 'DOG REGULATION AND LICENSES'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

### **Strategic Initiative**

By amending this Ordinance, the City can have the Animal Intake so they have the Police Officers and CSOs bring animals to the intake so they are not on the street and they will have a dry, warm place to be with food and water until they are either adopted out or they are transferred to a shelter for adoption.

### **Owner of Agenda Item**

Andy Borland, City Attorney, [andyb@sellmanborlandsimon.com](mailto:andyb@sellmanborlandsimon.com)

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

Range Regional Animal Rescue lost their license to be a shelter as of January 31, 2025. The City of Hibbing realizes that we have cat and dog problems within the city when it comes to stray animals. The city decided to start an animal intake for a term to be decided so animals were not left out in the cold months and there would be a place for pet owners to see if their pets were taken there.

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

NONE

### **Budgetary/Fiscal Impact**

The City is using the Code Enforcement Officer and CSOs to make sure the animals are fed and clean their kennels. Their wages have already been budgeted. The food for the animals and

cleaners are an additional expense.

**Action Requested**

Offer ORDINANCE NO. 446, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY AMENDING PROVISIONS IN SECTION 10.21 'DOG REGULATION AND LICENSES'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

**Attachments**

1. Ord-446-Sec-10-21-Dog-Regulation-and-Licenses-amendment-revised

## ORDINANCE NO. 446, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 10 ENTITLED "PUBLIC PROTECTION, CRIMES AND OFFENSES" BY AMENDING PROVISIONS IN SECTION 10.21 'DOG REGULATION AND LICENSES'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

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

**Section 1.** Hibbing City Code, Section 10.21, Subd. 3, paragraph C., is hereby deleted in its entirety.

**Section 2.** There shall be added a new Subd. 3, paragraph C., to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 3. Application.**

C. Owners or persons claiming an impounded and unlicensed dog shall complete a license application and purchase a dog license from the Hibbing Intake/Shelter prior to the release of the animal."

**Section 3.** Hibbing City Code, Section 10.21, Subd. 5, paragraph B., is hereby deleted in its entirety.

**Section 4.** There shall be added a new Subd. 5, paragraph B., to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 5. Vaccination Requirements.**

B. Every dog shall be re-vaccinated thereafter in accordance with the current "Compendium of Animal Rabies Vaccines, Part II: Vaccines Marketed in U.S. and NASPHV Recommendations" prepared by the National Association of State Public Health Veterinarians, Inc., incorporated herein by reference and on file in the office of the City Clerk and/or Hibbing Intake/Animal Shelter."

**Section 5.** Hibbing City Code, Section 10.21, Subd. 7, is hereby deleted in its entirety.

**Section 6.** There shall be added a new Subd. 7, to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 7. Hibbing Intake/Animal Shelter.** Any dog found in the City without a tag, running at large, determined to be abandoned, or seized shall be placed in the Intake/Animal Shelter, and an accurate record of time of such placement shall be kept on each dog. Every dog so place in the Intake/Animal Shelter shall be held for redemption by the owner for a period of not less than five regular business days. Impoundment records shall be preserved for a minimum of six months and shall show (1) the description of the animal by specie, breed, sex, approximate age, and other distinguishing traits; (2) the location at which the animal was seized; (3) the date of seizure; (4) the name and address of the person from whom any animal three months of age or over was received; and, (5) the name and address of the person to whom any animal three months of age or over was transferred. If unclaimed, such dog becomes the property of the Hibbing Intake/Animal Shelter for disposition as the Shelter deems fit.

Impounding, maintenance and veterinarian charges shall be the obligation of the owner or other person in possession and shall be paid before the dog is released."

**Section 7.** Hibbing City Code, Section 10.21, Subd. 10, is hereby deleted in its entirety.

**Section 8.** There shall be added a new Subd. 10, to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 10. Right to Hearing and Release From Intake/Animal Shelter.** Upon request of a person claiming interest in the dog, pursuant to Subparagraph D of Subd. 9, above, which request must be made within 10 days of the date of seizure, a hearing shall be held within five business days of the request to determine the validity of the seizure and impoundment. If the seizure was done pursuant to a warrant under MSA Section 343.22, the hearing must be conducted by the judge who issued the warrant. If the seizure was done under MSA Section 343.29, the City may either (1) authorize a licensed veterinarian with no financial interest in the matter or professional association with either party or (2) use the services of a hearing officer to conduct the hearing. A person claiming interest in the dog who is aggrieved by a decision of a hearing officer under this Section may seek a Court Order governing the seizure or impoundment within five days of the notice of the order.

**A.** The judge or hearing officer may authorize the return of the dog, if the judge or hearing officer finds that:

1. The dog is physically fit; and
2. The person claiming an interest in the dog can and will provide the care required by law for the dog.

**B.** The person claiming an interest in the dog is liable for all actual costs of the care, keeping, and disposal of the dog, except if a court or hearing officer finds that the seizure or impoundment was not substantially justified by law. The costs shall be paid in full or a mutually satisfactory arrangement for payment must be made between the City and the person claiming an interest in the dog before return of the dog to the person.

1. If such a dog is owned by a resident of the City, the cost shall include the purchase of a license, if unlicensed, payment for the dog's maintenance while in custody, and may include an immunization fee of any such dog for rabies.

2. If such a dog is owned by a person not a resident of the City, the cost shall include payment for the dog's maintenance while in custody, and may include an immunization fee of any such dog for rabies."

**Section 9.** Hibbing City Code, Section 10.21, Subd. 11, paragraph A., is hereby deleted in its entirety.

**Section 10.** There shall be added a new Subd. 11, paragraph A., to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 11. Barking Dogs.**

**A.** It shall constitute a nuisance and be unlawful if any dog barks, whines, howls, bays, cries or makes other noise excessively so as to cause annoyance, disturbance or discomfort to any individual provided that such noise lasts for a period of more than five minutes continuously or intermittent barking that continues for more than fifteen minutes and is plainly audible off of the owner's or caretaker's premises. It shall not be a violation of this subdivision if the dog was barking, crying, or making other noise due to harassment or injury to the dog or a trespass upon the premises where the dog is located. This subdivision

City of Hibbing  
Ordinance No. 446, 2nd Series  
January 24, 2025



shall not apply to the Intake/Animal Shelter or license veterinarians."

**Section 11.** Hibbing City Code, Section 10.21, Subd. 11, paragraph D., is hereby deleted in its entirety.

**Section 12.** There shall be added a new Subd. 11, paragraph D., to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 11. Barking Dogs.**

D. Any dog seized under the provisions of paragraph C of this Subdivision 11 shall be taken to the Intake/Animal Control Shelter and kept there to be reclaimed by the owner. No impound fee shall be charged unless the circumstances indicate that the owner failed to cooperate with or obstructed an animal control or police officer's attempts to abate the noise through other less intrusive means. Any dog seized under paragraph C of this Subdivision 11 which is unclaimed may be disposed of according to the provisions of Section 10.21, Subd. 7."

**Section 13.** Hibbing City Code, Section 10.21, Subd. 14, , is hereby deleted in its entirety.

**Section 14.** There shall be added a new Subd. 14, to Section 10.21 of the Hibbing City Code reading as follows:

**"Subd. 14. Biting Dogs.** Any dog which has bitten a human being shall, for the purpose of observation, forthwith be placed in the Intake/Animal Shelter for a period of ten (10) days. If the owner can provide documentation of a current rabies vaccination, it will be up to the discretion of the animal control officer whether the dog will be held for 10 days. Prior to release from the Intake/Animal Shelter, the animal must be examined by a licensed veterinarian to verify that there are no clinical signs of rabies present. If such person fails or refuses to claim such dog, such charges may be recovered in a civil action."

**Section 15.** 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 16.** After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after date following such publication.

Adopted and Passed by the City Council of Hibbing, Minnesota, this 5th day of February, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

CITY OF HIBBING

\_\_\_\_\_  
Pete Hyduke, Mayor

ATTEST:

\_\_\_\_\_  
Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

\_\_\_\_\_  
Andy Borland, City Attorney

(Published in the Mesabi Tribune on \_\_\_\_\_, 2025.  
Affidavit of Publication attached.)



## Request for Council Action

### **City Council Action**

Offer RESOLUTION NO. 25-02-01 APPROVING A PLAT EXEMPTION REQUEST OF ANDREA RAND WITH ISG ON BEHALF OF OWNERS OF THE IRONGATE ASSOCIATES LLC C/O BUCKINGHAM PROPERTY

### **Description of Agenda Item**

Offer RESOLUTION NO. 25-02-01 APPROVING A PLAT EXEMPTION REQUEST OF ANDREA RAND WITH ISG ON BEHALF OF OWNERS OF THE IRONGATE ASSOCIATES LLC C/O BUCKINGHAM PROPERTY

### **Strategic Initiative**

### **Owner of Agenda Item**

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

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

The Applicant is requesting the Subdivision PLat Exemption for sale of to a Developer for an Aldi's Site Development

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

The Planning Commission recommends approval of the Subdivision Plat Exemption

### **Budgetary/Fiscal Impact**

None

### **Action Requested**

Offer RESOLUTION NO. 25-02-01 APPROVING A PLAT EXEMPTION REQUEST OF ANDREA RAND WITH ISG ON BEHALF OF OWNERS OF THE IRONGATE ASSOCIATES LLC C/O BUCKINGHAM PROPERTY

### **Attachments**

1. IGS Plat Exemption

DATE: January 27, 2025

REF. #: PE 24-04

BY MEMBER: D. Karahalios

**RESOLUTION**

WHEREAS, Hibbing Planning Commission held a public hearing on this date for a Subdivision Plat Exemption request of Andrea Rand with ISG, 7900 International Drive Suite. 550, Bloomington, MN 55425 on behalf of owners Irongate Associates LLC c/o Buckingham Property Management LLC, 657 East Main Street, Suite 5, Mount Kisco, NY 10549, in the C-3, Highway Service Commercial District, and the Hibbing City Code of Ordinances, on the subject property, 12036 Highway 169, Hibbing, MN 55746 (Irongate Lot 6 Ex That Part Which Lies Between Lot 2 And Lot 3 And Lies Ely Of Nly Extension Of W Line Of Lot 2); and

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

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

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

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

MEMBER D. Karahalios moved the adoption of the resolution, J. Petrangelo seconded the adoption, and the results of the vote were as follows:

| <u>NAME</u>           | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| G. Smith, Chairperson | X          |           |
| J. Petrangelo         | X          |           |
| D. Karahalios         | X          |           |
| G. Pogachnik          | X          |           |

SUMMARY OF VOTE: YES: 4  
NO: 0  
ABSTENTION: 0  
MOTION: APPROVED: X  
DISAPPROVED: \_

And I hereby certify that the foregoing (or above) is a true and correct copy of a Resolution adopted by the Hibbing Planning Commission at their regular meeting on January 27, 2025.

No Seal

\_\_\_\_\_  
Drafted by Tina Glad, Secretary  
City of Hibbing  
401 East 21<sup>st</sup> Street  
Hibbing, MN 55746



## Request for Council Action

### City Council Action

### Description of Agenda Item

### Strategic Initiative

### Owner of Agenda Item

### Introduction/Background/Justification/Key Issues/Legal

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

### Budgetary/Fiscal Impact

### Action Requested

### Attachments

None



## Request for Council Action

### **City Council Action**

Approve the Platt Exemption application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Description of Agenda Item**

Approve the Platt Exemption application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Strategic Initiative**

2023 Strategic Plan: High priority goal #1 - Completion of Hibbing Regional Public Safety Center

### **Owner of Agenda Item**

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

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

To move forward with the next steps of the project, the land must be secured, subdivided, and permitted.

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

Refer to Planning/Zoning Commission for approval of the Platt Exemption application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Budgetary/Fiscal Impact**

### **Action Requested**

Approve the Platt Exemption application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Attachments**

1. 00697 Property Details Report
2. 00697 Location





# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 2/5/2025 1:53:17 PM

| General Details                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|-------|
| Parcel ID:                                                                      | 140-0270-00697                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |     |       |
| Document:                                                                       | Abstract - 682622                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |     |       |
| Document Date:                                                                  | 01/07/1997                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |     |       |
| Legal Description Details                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Plat Name:                                                                      | HIBBING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |     |       |
| Section                                                                         | Township                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Range | Lot | Block |
| 18                                                                              | 57                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 20    | -   | -     |
| Description:                                                                    | That part of NW1/4 of NE1/4, described as follows: Beginning at the intersection of the east line of Highway No. 169 AND the south line of the North 175 feet; thence Easterly along the south line 431.29 feet; thence Northerly to a point on the north line of Section; thence Easterly along north line 53.95 feet to the North sixteenth corner of NE1/4; thence S04deg53'10"E along the North- South sixteenth line 1265 feet; thence S47deg27'15"W, 18 feet; thence N89deg28'53"W, 453.31 feet to the East-West sixteenth line of NE1/4; thence Westerly along the sixteenth line 476 feet to Easterly right of way of Highway No. 169; thence Northerly along the Easterly right of way 1137 feet to the Point of Beginning, EXCEPT that part which lies Westerly AND Northerly of Line 1 described below: Line 1. Commencing at the Northeast corner of the NW1/4 of NE1/4 of said Section 18; thence Westerly along the north line of said Section 18 for 53.95 feet; thence South to a point on a line run parallel with and distant 175 feet Southerly of the north line of said Section 18, distant 431.29 feet Easterly of its intersection with the west line of the tract hereinbefore described to the Point of Beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet Southerly of the north line of said Section 18; thence West on said 260 foot parallel line for 200 feet; thence Northwesterly to a point on the west line of said tract, distant 10 feet Southerly of its intersection with said 175 foot parallel line and there terminating. |       |     |       |
| Taxpayer Details                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Taxpayer Name                                                                   | ST LOUIS COUNTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| and Address:                                                                    | 100 N 5TH AVE W RM 515<br>DULUTH MN 55802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |       |     |       |
| Owner Details                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Owner Name                                                                      | CITY OF HIBBING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Owner Name                                                                      | ST LOUIS COUNTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Owner Name                                                                      | ST OF MN DEPT OF TRANSPORTATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Tax Summary                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| <b>** Current Tax Summary will be made available by March 2025 **</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Current Tax Due (as of 2/4/2025)                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| <b>** Current Taxes Payable in 2025 will be made available by March 2025 **</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Parcel Details                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |     |       |
| Property Address:                                                               | 1425 E 23RD ST, HIBBING MN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |     |       |
| School District:                                                                | 701                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |     |       |
| Tax Increment District:                                                         | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |     |       |
| Property/Homesteader:                                                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |     |       |



# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 2/5/2025 1:53:17 PM

| Assessment Details (2024 Payable 2025)                                                                                                                                                                                                                                                                                                                                                               |                     |                            |                            |                 |                    |                 |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------|----------------------------|-----------------|--------------------|-----------------|---------------------|
| Class Code<br>(Legend)                                                                                                                                                                                                                                                                                                                                                                               | Homestead<br>Status | Land<br>EMV                | Bldg<br>EMV                | Total<br>EMV    | Def Land<br>EMV    | Def Bldg<br>EMV | Net Tax<br>Capacity |
| 771                                                                                                                                                                                                                                                                                                                                                                                                  | 0 - Non Homestead   | \$86,400                   | \$3,399,900                | \$3,486,300     | \$0                | \$0             | -                   |
| 765                                                                                                                                                                                                                                                                                                                                                                                                  | 0 - Non Homestead   | \$86,400                   | \$21,300                   | \$107,700       | \$0                | \$0             | -                   |
| 776                                                                                                                                                                                                                                                                                                                                                                                                  | 0 - Non Homestead   | \$89,000                   | \$21,300                   | \$110,300       | \$0                | \$0             | -                   |
| Total:                                                                                                                                                                                                                                                                                                                                                                                               |                     | \$261,800                  | \$3,442,500                | \$3,704,300     | \$0                | \$0             | 0                   |
| Land Details                                                                                                                                                                                                                                                                                                                                                                                         |                     |                            |                            |                 |                    |                 |                     |
| Deeded Acres:                                                                                                                                                                                                                                                                                                                                                                                        | 19.18               |                            |                            |                 |                    |                 |                     |
| Waterfront:                                                                                                                                                                                                                                                                                                                                                                                          | -                   |                            |                            |                 |                    |                 |                     |
| Water Front Feet:                                                                                                                                                                                                                                                                                                                                                                                    | 0.00                |                            |                            |                 |                    |                 |                     |
| Water Code & Desc:                                                                                                                                                                                                                                                                                                                                                                                   | -                   |                            |                            |                 |                    |                 |                     |
| Gas Code & Desc:                                                                                                                                                                                                                                                                                                                                                                                     | -                   |                            |                            |                 |                    |                 |                     |
| Sewer Code & Desc:                                                                                                                                                                                                                                                                                                                                                                                   | -                   |                            |                            |                 |                    |                 |                     |
| Lot Width:                                                                                                                                                                                                                                                                                                                                                                                           | 0.00                |                            |                            |                 |                    |                 |                     |
| Lot Depth:                                                                                                                                                                                                                                                                                                                                                                                           | 0.00                |                            |                            |                 |                    |                 |                     |
| The dimensions shown are not guaranteed to be survey quality. Additional lot information can be found at <a href="https://apps.stlouiscountymn.gov/webPlatsIframe/frmPlatStatPopUp.aspx">https://apps.stlouiscountymn.gov/webPlatsIframe/frmPlatStatPopUp.aspx</a> . If there are any questions, please email <a href="mailto:PropertyTax@stlouiscountymn.gov">PropertyTax@stlouiscountymn.gov</a> . |                     |                            |                            |                 |                    |                 |                     |
| Improvement 1 Details (JOINT SHOP)                                                                                                                                                                                                                                                                                                                                                                   |                     |                            |                            |                 |                    |                 |                     |
| Improvement Type                                                                                                                                                                                                                                                                                                                                                                                     | Year Built          | Main Floor Ft <sup>2</sup> | Gross Area Ft <sup>2</sup> | Basement Finish | Style Code & Desc. |                 |                     |
| MANUFACTURING                                                                                                                                                                                                                                                                                                                                                                                        | 1998                | 36,675                     | 36,675                     | -               | L - LIGHT          |                 |                     |
| Segment                                                                                                                                                                                                                                                                                                                                                                                              | Story               | Width                      | Length                     | Area            | Foundation         |                 |                     |
| BAS                                                                                                                                                                                                                                                                                                                                                                                                  | 1                   | 0                          | 0                          | 36,675          | FOUNDATION         |                 |                     |
| Improvement 2 Details (JOINT STOR)                                                                                                                                                                                                                                                                                                                                                                   |                     |                            |                            |                 |                    |                 |                     |
| Improvement Type                                                                                                                                                                                                                                                                                                                                                                                     | Year Built          | Main Floor Ft <sup>2</sup> | Gross Area Ft <sup>2</sup> | Basement Finish | Style Code & Desc. |                 |                     |
| UTILITY                                                                                                                                                                                                                                                                                                                                                                                              | 1999                | 41,600                     | 41,600                     | -               | SHD - EQUIP SHED   |                 |                     |
| Segment                                                                                                                                                                                                                                                                                                                                                                                              | Story               | Width                      | Length                     | Area            | Foundation         |                 |                     |
| BAS                                                                                                                                                                                                                                                                                                                                                                                                  | 1                   | 0                          | 0                          | 41,600          | FOUNDATION         |                 |                     |
| Improvement 3 Details (SALT SHED)                                                                                                                                                                                                                                                                                                                                                                    |                     |                            |                            |                 |                    |                 |                     |
| Improvement Type                                                                                                                                                                                                                                                                                                                                                                                     | Year Built          | Main Floor Ft <sup>2</sup> | Gross Area Ft <sup>2</sup> | Basement Finish | Style Code & Desc. |                 |                     |
| UTILITY                                                                                                                                                                                                                                                                                                                                                                                              | 1960                | 10,764                     | 10,764                     | -               | Q - QUONSET        |                 |                     |
| Segment                                                                                                                                                                                                                                                                                                                                                                                              | Story               | Width                      | Length                     | Area            | Foundation         |                 |                     |
| BAS                                                                                                                                                                                                                                                                                                                                                                                                  | 1                   | 0                          | 0                          | 3,588           | FOUNDATION         |                 |                     |
| Improvement 4 Details (BLACKTOP)                                                                                                                                                                                                                                                                                                                                                                     |                     |                            |                            |                 |                    |                 |                     |
| Improvement Type                                                                                                                                                                                                                                                                                                                                                                                     | Year Built          | Main Floor Ft <sup>2</sup> | Gross Area Ft <sup>2</sup> | Basement Finish | Style Code & Desc. |                 |                     |
| PARKING LOT                                                                                                                                                                                                                                                                                                                                                                                          | 1999                | 100,000                    | 100,000                    | -               | A - ASPHALT        |                 |                     |
| Segment                                                                                                                                                                                                                                                                                                                                                                                              | Story               | Width                      | Length                     | Area            | Foundation         |                 |                     |
| BAS                                                                                                                                                                                                                                                                                                                                                                                                  | 0                   | 0                          | 0                          | 100,000         | -                  |                 |                     |
| Sales Reported to the St. Louis County Auditor                                                                                                                                                                                                                                                                                                                                                       |                     |                            |                            |                 |                    |                 |                     |
| No Sales information reported.                                                                                                                                                                                                                                                                                                                                                                       |                     |                            |                            |                 |                    |                 |                     |



# PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 2/5/2025 1:53:17 PM

| Assessment History |                        |                     |                                 |                 |                     |                  |                  |
|--------------------|------------------------|---------------------|---------------------------------|-----------------|---------------------|------------------|------------------|
| Year               | Class Code<br>(Legend) | Land EMV            | Bldg EMV                        | Total EMV       | Def Land EMV        | Def Bldg EMV     | Net Tax Capacity |
| 2024 Payable 2025  | 771                    | \$86,400            | \$3,399,900                     | \$3,486,300     | \$0                 | \$0              | -                |
|                    | 765                    | \$86,400            | \$21,300                        | \$107,700       | \$0                 | \$0              | -                |
|                    | 776                    | \$89,000            | \$21,300                        | \$110,300       | \$0                 | \$0              | -                |
|                    | Total                  | \$261,800           | \$3,442,500                     | \$3,704,300     | \$0                 | \$0              | 0.00             |
| 2023 Payable 2024  | 771                    | \$93,700            | \$3,399,900                     | \$3,493,600     | \$0                 | \$0              | -                |
|                    | 765                    | \$93,700            | \$21,300                        | \$115,000       | \$0                 | \$0              | -                |
|                    | 776                    | \$96,600            | \$21,300                        | \$117,900       | \$0                 | \$0              | -                |
|                    | Total                  | \$284,000           | \$3,442,500                     | \$3,726,500     | \$0                 | \$0              | 0.00             |
| 2022 Payable 2023  | 771                    | \$61,000            | \$3,320,100                     | \$3,381,100     | \$0                 | \$0              | -                |
|                    | 765                    | \$61,000            | \$18,500                        | \$79,500        | \$0                 | \$0              | -                |
|                    | 776                    | \$62,800            | \$18,500                        | \$81,300        | \$0                 | \$0              | -                |
|                    | Total                  | \$184,800           | \$3,357,100                     | \$3,541,900     | \$0                 | \$0              | 0.00             |
| 2021 Payable 2022  | 771                    | \$36,000            | \$1,109,300                     | \$1,145,300     | \$0                 | \$0              | -                |
|                    | 765                    | \$36,000            | \$1,120,100                     | \$1,156,100     | \$0                 | \$0              | -                |
|                    | 776                    | \$37,200            | \$1,127,700                     | \$1,164,900     | \$0                 | \$0              | -                |
|                    | Total                  | \$109,200           | \$3,357,100                     | \$3,466,300     | \$0                 | \$0              | 0.00             |
| Tax Detail History |                        |                     |                                 |                 |                     |                  |                  |
| Tax Year           | Tax                    | Special Assessments | Total Tax & Special Assessments | Taxable Land MV | Taxable Building MV | Total Taxable MV |                  |
| 2024               | \$0.00                 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |                  |
| 2023               | \$0.00                 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |                  |
| 2022               | \$0.00                 | \$0.00              | \$0.00                          | \$0             | \$0                 | \$0              |                  |

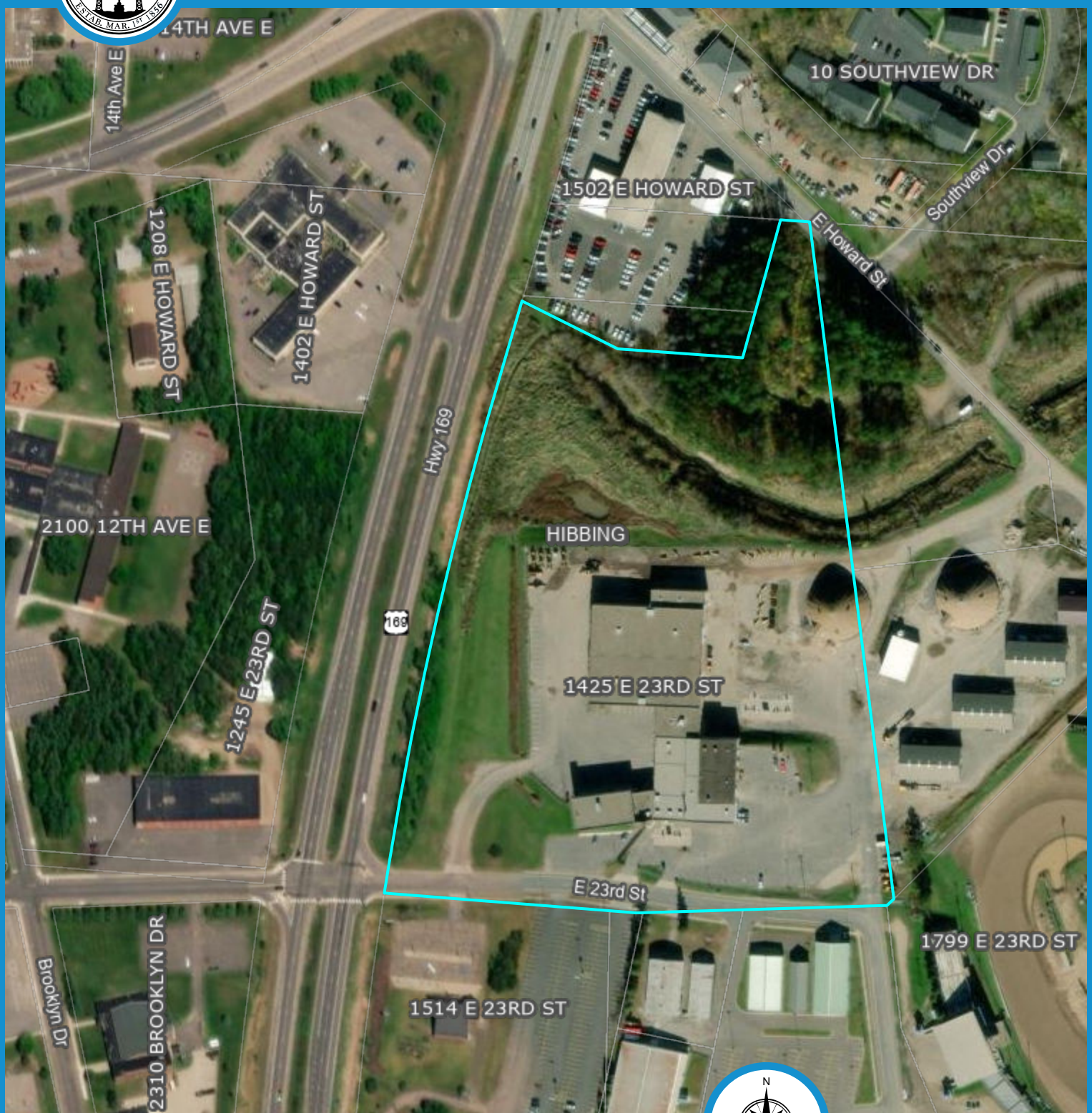
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# County Land Explorer

St. Louis County, Minnesota



00697 Location

Map created using County Land Explorer  
[www.stlouiscountymn.gov/explorer](http://www.stlouiscountymn.gov/explorer)



County Land Explorer

St. Louis County

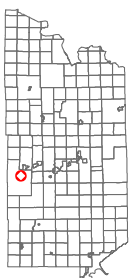
[www.stlouiscountymn.gov/explorer](http://www.stlouiscountymn.gov/explorer)

Minnesota

#### Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

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## **Request for Council Action**

### **City Council Action**

Approve Conditional Use Permit application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Description of Agenda Item**

Approve Conditional Use Permit application for parcel **140-0270-00697** for the Hibbing Regional Public Safety project

### **Strategic Initiative**

2023 Strategic Plan: High priority goal #1 - Completion of Hibbing Regional Public Safety Center

### **Owner of Agenda Item**

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

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

To move forward with the next steps of the project, the land must be secured, subdivided, and permitted.

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

Refer to Planning/Zoning Commission for approval of the Conditional Use Permit application for parcel 140-0270-00697 for the Hibbing Regional Public Safety project

### **Budgetary/Fiscal Impact**

### **Action Requested**

Approve Conditional Use Permit application for parcel **140-0270-00697** for the Hibbing Regional Public Safety project

### **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 3-year proposal from Euna for Budget Software in the amount of \$80,781.60

### **Description of Agenda Item**

#### **Strategic Initiative**

Improve the budget process

#### **Owner of Agenda Item**

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,  
davidhurd@hibbingmn.gov

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

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

This software will aid Finance staff and department heads in making the budget process more seamless. It will be a web-based software with unlimited licenses where department heads can input budget requests. There will be tracking of changes to the budget. It will assist with personnel budgeting and scenario building. The budget book will be more user-friendly for both staff as well as our constituents. It also integrates with our current Accounting software – Incode.

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

None

#### **Budgetary/Fiscal Impact**

2025 budget has \$50,000 budgeted to cover year 1's SaaS fee and implementation fee in total of \$30,600.

#### **Action Requested**

Approve the proposal

#### **Attachments**

1. City of Hibbing, MN - Questica - 01-10-25
2. Questica Order Form- Sourcewell - City of Hibbing, MN



# Questica Budget Proposal

---

City of Hibbing, MN | January 2025

**Prepared By:** Justin Borrow

**Prepared On:** January 10<sup>th</sup>, 2025



January 10th, 2025



Sheena Mulner  
Finance Director/Treasurer  
City of Hibbing, MN

Dear Sheena,

Euna Solutions, inc is thrilled with the possibility of partnering with the City of Hibbing in its effort to transform the current budget development and management process. We welcome an opportunity to leverage over 27 years of success with similar sized customers across North America to help the City of Hibbing:

- Transition from labor-intensive, unsupported on premise software to an efficient, comprehensive, cloud based budgeting and forecasting software system
- Enable City staff to more actively participate in a collaborative budgeting process remotely or in the office
- Better serve the planning team, finance staff, executive leadership and the community by facilitating analytics with up-to-date information presented in actionable reports, dashboards, and queries
- Budget more effectively for Operating, personnel, manage multiple scenarios and decision packages in a single system with a consistent, user-friendly user-interface

Euna proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Simply put, Questica is THE most trusted budgeting solution provider by governments in North America. Some key considerations that set Questica apart include the following:

- **Full circle, end-to-end budgeting solutions:** Questica provides a single solution with modules and functionality to address your budgeting needs from start to finish. Per your requirements, we've provided a proposal that addresses your Operating and Personnel budgeting needs.
- **More configurable, less customizations:** Questica's 25 plus years in the government budgeting space means we've seen best practices across multiple budgeting approaches at hundreds of State and Local agencies and organizations. Rather than customize the platform for each approach, Questica builds in incremental best practices as configurable options, offering Questica customers the ability to replicate those processes without re-inventing the wheel. Ultimately, this leads to quicker, less costly, and more stable implementations for long-term ROI.
- **You are in control:** Questica Budget is designed for client-side administration, with security, reports, and workflow configurable at the admin user level. We also leverage a single tenant architecture, which means that each customer has a unique and segregated instance of our software, enabling the City to choose when to apply software updates, based on your convenience and schedule.
- **Singular focus and purpose built for government:** Questica Budget is not a generic "one-size-fits-all" solution, nor is it a "Swiss army knife" that proposes to do many things half-well. Instead, Questica Budget is a point solution that excels at enabling a collaborative budgeting process for state and local governments, and public agencies. Since our inception, we have been 100% focused on crafting best-in-class budgeting solutions for the public sector.
- **Right sized for you.** Questica is big enough to support your organization, yet nimble enough to remain agile. We currently have 130+ employees, which means we have the resources needed to support large-scale, complex implementations while remaining flexible to accommodate your unique requirements. We manage all aspects of our customer implementation, from kick-off to post-implementation support, exclusively with Questica employees.

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our '**getting it done right the first time**' mission. We look forward to continued conversations with your finance team and to demonstrating how Questica will provide unquestionable value and return on investment to the City of Hibbing.

Sincerely,

*Justin Borrow*

Justin Borrow  
Senior Account Executive  
[justin.borrow@eunasolutions.com](mailto:justin.borrow@eunasolutions.com)

# CONTENTS

|                                                      |           |
|------------------------------------------------------|-----------|
| <b>WHO WE ARE</b>                                    | <b>4</b>  |
| <b>WHO USES QUESTICA BUDGET?</b>                     | <b>5</b>  |
| <b>ABOUT QUESTICA</b>                                | <b>6</b>  |
| <b>KEY BENEFITS OF QUESTICA</b>                      | <b>7</b>  |
| <b>QUESTICA BUDGET</b>                               | <b>8</b>  |
| <i>OVERVIEW</i>                                      | 8         |
| <i>OPERATING MODULE</i>                              | 8         |
| <i>PERSONNEL PLANNING &amp; BUDGETING MODULE</i>     | 9         |
| <i>CAPITAL MODULE</i>                                | 9         |
| <i>PERFORMANCE MODULE</i>                            | 10        |
| <i>QUESTICA INTEGRATION SYSTEM (QIS)</i>             | 10        |
| <i>STATISTICAL LEDGER</i>                            | 10        |
| <b>SPECIAL FEATURES</b>                              | <b>10</b> |
| <i>ALLOCATIONS</i>                                   | 11        |
| <i>ADVANCED SEARCHES</i>                             | 12        |
| <i>REPORTING AND DASHBOARDS</i>                      | 12        |
| <i>CHANGE REQUESTS/DECISION PACKAGES</i>             | 12        |
| <i>ADVANCED CALCULATION ENGINE (ACE)</i>             | 12        |
| <b>QUESTICA'S DIGITAL BUDGET BOOK SOLUTION</b>       | <b>13</b> |
| <b>OPENBOOK TRANSPARENCY AND DATA VISUALIZATIONS</b> | <b>14</b> |
| <b>GOVERNMENT PROCUREMENT OPTIONS</b>                | <b>15</b> |
| <b>QUESTICA BUDGET PRICE QUOTE</b>                   | <b>16</b> |
| <i>PRICING NOTES</i>                                 | 18        |
| <b>SUMMARY</b>                                       | <b>19</b> |



## WHO WE ARE

For the past 27 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica's budgeting, performance, transparency, and engagement software solutions.



**Questica is consistently recognized as one of the leading and most trusted budgeting software solutions:**

- 2021 – 2019** As part of Euna Solutions (previously GTY Technology), recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways.
- 2019** CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider."
- 2018** "10 most trusted public sector solution providers" by Insights Success magazine.

The Questica team is comprised of roughly 130+ technology experts, budget professionals and business specialists who have decades of experience working with local government. We in fact represent the largest group of budget software experts in North America dedicated to serving the public sector.



Euna Solutions is a leading provider of purpose-built, cloud-based solutions that power critical administrative functions and financial operations for the public sector. Formerly GTY Technology, Euna Solutions offers easy-to-use solutions for procurement, payments, grant management, budgeting, permitting and K-12 administration that are proven to increase operational efficiency, transparency, collaboration, and compliance. Euna Solutions is a trusted partner to more than 3,300 government and public sector organizations across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Euna propels public sector progress. To learn more, visit [www.eunasolutions.com](http://www.eunasolutions.com).

Our team understands the unique challenges that government organizations face when preparing, managing, and sharing the details of a budget, and we bring our collective years of experience to the City of Hibbing project.

## WHO USES QUESTICA BUDGET?

- ◆ City of Marshall, Minnesota
- ◆ Crow Wing County, Minnesota
- ◆ City of Seattle, Washington
- ◆ City of Blaine, Minnesota
- ◆ City of Plymouth, Minnesota
- ◆ City of Crystal, Minnesota
- ◆ Dodge County, Minnesota
- ◆ City of Waconia, Minnesota
- ◆ Wood County, Wisconsin
- ◆ City of La Vista, Nebraska
- ◆ Saline County, Kansas
- ◆ City of La Vista, Nebraska
- ◆ Town of Erie, Colorado
- ◆ City and County of Denver, Colorado
- ◆ City of Bellevue, Washington
- ◆ City of Lee's Summit, Missouri
- ◆ Larimer County, Colorado
- ◆ City of Southfield, Michigan
- ◆ City of Rock Springs, Wyoming
- ◆ Kansas City Area Transportation Authority (KCATA)

## QUESTICA BUDGET CLIENT SUCCESS STORIES

Select a logo to learn more about how our clients are using Questica.



We have a lot more confidence in the data that's in and coming out of Questica. The security structure in Questica is much more robust and it's just a really good powerful system. Some of the things that hadn't ever worked correctly in the old system, we now have.



— **Laura Altizer**, Former Budget Performance Manager  
City of High Point



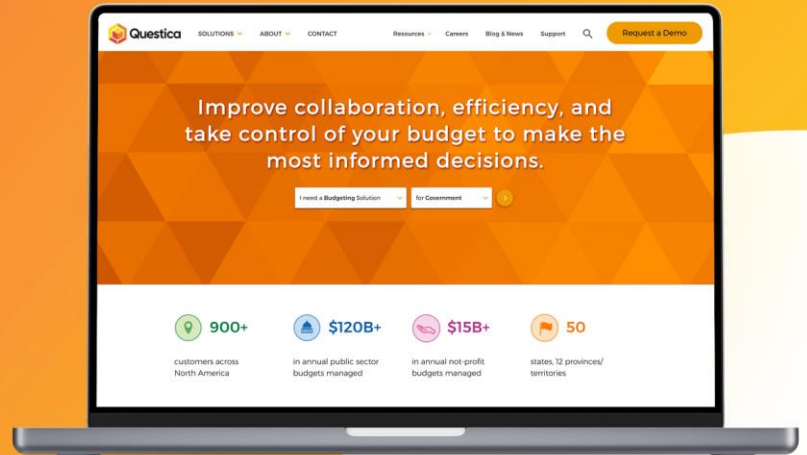
Questica's customer service and responsiveness are excellent.



— **Kelly Greunke**, Manager of Budget Operations  
Office, City and County of Denver

## ABOUT QUESTICA

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support.



## OUR MISSION

“We’re on a mission to simplify the complexities of public sector finance, empowering brilliance at every turn.”

—TJ Parass, Co-Founder of Questica



At Questica, our mission is to empower many to work together in a secure environment, to take control of their budget, and make informed decisions. For the past 25 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica’s budgeting, performance, transparency, and engagement software solutions.

## OUR GOAL

Questica’s goal is to drive budget transformation by creating a single source of data truth. As a leader of budgeting preparation and management software since 1998, Questica partners with public sector organizations to better enable data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust.



Over 800 local and provincial governments, colleges, universities, K-12 schools, hospitals, healthcare facilities and non-profit organizations have eliminated spreadsheets using our budgeting, performance, transparency and engagement solutions. Across 50 states, and 12 provinces and territories, we’ve engineered custom budget solutions for public sector customers which seamlessly integrate with existing financial and other systems.

## WHY CLIENTS CHOOSE US

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our ‘getting it done right the first time’ mission. We’ve integrated highly scalable solutions for public sector entities managing budgets of a few million, and other organizations multi-billion-dollar annual spending plans. Our team is comprised of technology experts, budget professionals and business specialists. We are passionate and friendly collaborators who enjoy teaming with our customers to find the right solution to meet their needs.



# KEY BENEFITS OF QUESTICA



## CLOUD-BASED

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Cloud-based solutions enable clients to access their budget data online at any time and from any location. Hosting on single tenant architecture means your budget data is isolated from other clients', with the flexibility to choose when to upgrade to new versions of the product.

## COLLABORATIVE

Budgeting is a people-centric process that requires communication and teamwork. The Questica Budget Suite is a collaborative platform that allows your budget managers to work with departments to prepare and manage budgets efficiently. We streamline budget access for financial and non-financial contributors; the result improves communication and expedites decision-making. This is particularly important if staff work remotely.



## FUNCTIONALITY

Questica Budget is feature-rich and provides powerful functionality for greater control and visibility into budgets. With the tools to calculate, analyze, forecast, report on, and develop what-if scenarios for budgets, users gain deeper financial insights while creating budgets that last. With seamless integration for flow of data to the existing ERP, users can build budgets based on accurate, real-time financial information.



## CONFIGURABILITY

Configurability means fewer requirements for customization. This will save time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.

## FLEXIBILITY

COVID-19 continues to challenge communities, heightening the need for local governments to make decisions quickly and accurately. Our product offers the capacity for multiple scenario models, for governments preparing for the future, and pivoting as plans change. When your plans shift, you don't want to be limited by manual data entry, spreadsheets, or an inflexible legacy system. Questica Budget adapts with you, adjusting to your new budget trajectory to reallocate funds or evaluate potential cost savings.

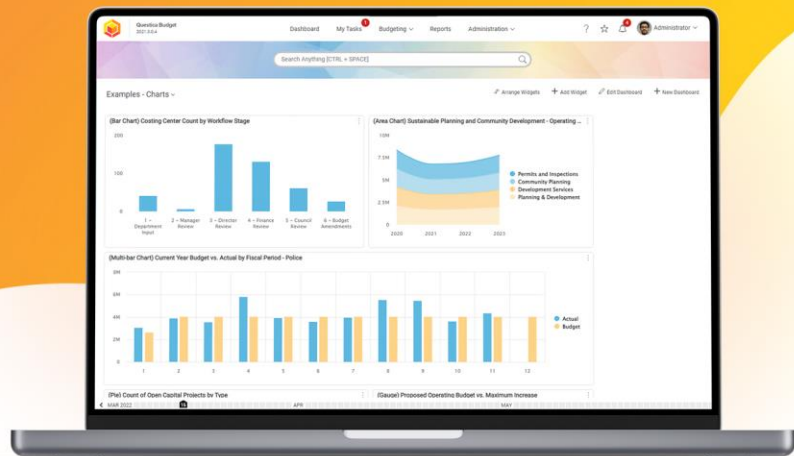


## INNOVATION

Innovation at Questica is driven by feedback on existing product features, and the anticipated need for new features that accommodate new challenges. Questica's product strategy is based on feedback from our clients, all public sector organizations, and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of our product Suite.



# QUESTICA BUDGET



## OVERVIEW

The Questica Budget Suite is an end-to-end budgeting system that will help you manage the budgeting process with greater efficiency and accuracy. We are confident that our budget system is the right application for your needs, providing powerful features that support ongoing budget development and reveal key budget insights that may have been hidden in a spreadsheet.

## OPERATING MODULE

Questica Budget is designed for non-finance department and non-technical users to prepare and maintain their budgets directly in the system. Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and divisions and can also be categorized on a fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

| 2021 - 2861 - Pump Station 1 Main (Active) |                |                |               |                |                |               |                |                |                |                |
|--------------------------------------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|----------------|----------------|
| Account Summary                            |                |                |               |                |                |               |                |                |                |                |
| GL Account                                 | 2019 Actual    | 2019 Bdg.      | 2019 Variance | 2020 Actual    | 2020 Bdg.      | 2020 Variance | 2021 Actual    | 2021 Variance  | 2021           | 2022           |
| GL Account Type Revenues                   | 1,403.39       | 1,403.39       | 561.87        | 561.87         | 561.87         |               | 561.87         |                | 561.87         | 561.87         |
| 3006 - User Fees - Storage                 | 1,403.39       | 1,403.39       | 561.87        | 561.87         | 561.87         |               | 561.87         |                | 561.87         | 561.87         |
| 3274 - Miscellaneous Fees                  |                |                |               |                |                |               |                |                |                |                |
| 3922 - Financial Stability Reserve         |                |                |               |                |                |               |                |                |                |                |
| GL Account Type Expenses                   | (1,950,272.31) | (1,838,691.45) | (111,580.86)  | (1,309,765.26) | (2,201,314.77) | 391,549.51    | 2,183,490.47   | (2,183,490.47) | (2,183,490.47) | (2,183,490.47) |
| 4102 - Benefits                            | 351,133.58     | 30,000.00      | 321,133.58    | 332,168.64     | 349,249.77     | (17,181.13)   | (393,230.96)   | 393,230.96     | 402,363.16     |                |
| 4008 - Salaries - Pump Technician          | 1,554,452.85   | 1,511,452.45   | 42,999.40     | 1,472,129.46   | 1,545,249.00   | (73,119.54)   | (1,390,178.41) | 1,390,178.41   | 1,390,178.41   |                |
| 4024 - Retirements                         | 3,200.00       |                | 3,200.00      |                |                |               |                |                |                |                |
| 9211 - WOT Regular Time                    | 113.93         |                | 113.93        | 148.38         |                | 148.38        |                |                |                |                |
| 9201 - WOT Outside Purchases               | 6.70           |                | 6.70          | 85,843.27      |                | 85,843.27     |                |                |                |                |
| 9111 - WOT Inside Equipment Repairs        | 3.04           |                | 3.04          | 112.27         |                | 112.27        |                |                |                |                |
| 4070 - Overtime                            | 6.12           |                | 6.12          | 86.30          |                | 86.30         |                |                |                |                |
| 4014 - Salaries - Outside                  |                |                |               |                |                |               | (6,492.70)     | 6,492.70       | 6,492.70       |                |
| 4119 - Conferences/Travel                  |                |                |               |                |                |               | (10,000.00)    | 10,000.00      | 1,284.80       |                |
| 4358 - Cable                               |                |                |               |                |                |               | (1,340.00)     | 1,340.00       | 1,284.80       |                |
| 4366 - Water                               |                |                |               |                |                |               | (700.00)       | 700.00         | 714.00         |                |
| 4072 - Insurance                           |                |                |               |                |                |               | (140,000.00)   | 140,000.00     | 110,754.00     |                |
| 4021 - Repairs and Maintenance             |                |                |               |                |                |               | (102,570.00)   | 102,570.00     | 10,921.40      |                |
| 9204 - Work Order Resources                |                |                |               | 98,846.26      |                | 98,846.26     |                |                |                |                |
| 4024 - Recovery                            | (1,190.00)     |                | (1,190.00)    | (27,727.00)    |                | (27,727.00)   |                |                |                |                |
| 4014 - Miscellaneous                       | 348.27         | 3,000.00       | (2,651.73)    | 110.47         | 3,000.00       | (2,889.53)    | (2,000.00)     | 2,000.00       | 2,000.00       |                |
| 4084 - Telecommunications                  | 702.89         | 4,000.00       | (3,297.11)    | 623.20         | 4,700.00       | (4,076.80)    | (6,754.00)     | 6,754.00       | 6,929.00       |                |
| 4154 - Recovery - WOB                      | (4,891.31)     |                | (4,891.31)    | (6,612.40)     |                | (6,612.40)    |                |                |                |                |
| 4024 - Laundry                             | 275.21         | 5,000.00       | (4,724.79)    | 304.66         | 5,000.00       | (4,695.34)    | (5,000.00)     | 5,000.00       | 5,160.00       |                |

Sample Costing Center Information

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items. Budgets can be managed at a monthly, quarterly, annual, or biennial basis. Grids are configurable and may consist of historical years, current year, and future forecast years.

## PERSONNEL PLANNING & BUDGETING MODULE

Questica Budget's Personnel Planning & Budgeting module performs like a calculator with advanced features, enabling accurate modeling and forecasting all costs associated with positions (filled and vacant) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, and other employee-related costs are all accounted for.

Each position is a record of all the information required to calculate base wages, as well as overhead costs such as benefits, allowances, and employer taxes; each is attributed to the appropriate GL Account (object code). Positions paid according to a union contract are assigned a pay grade and step, calculating pay from the pay scale for that contract. Alternatively, a position's base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

| Position ID | Position Name        | Pay Grade | Step | Base Wage  | Benefits | Taxes    |
|-------------|----------------------|-----------|------|------------|----------|----------|
| 4001        | Leadhand - Lifeguard | 4007      | 1    | \$4,126.76 | \$255.86 | \$117.61 |
| 4002        | Leadhand - Lifeguard | 4007      | 2    | \$4,126.76 | \$255.86 | \$117.61 |
| 4003        | Leadhand - Lifeguard | 4007      | 3    | \$4,126.76 | \$255.86 | \$117.61 |
| 4004        | Leadhand - Lifeguard | 4007      | 4    | \$4,126.76 | \$255.86 | \$117.61 |
| 4005        | Leadhand - Lifeguard | 4007      | 5    | \$4,126.76 | \$255.86 | \$117.61 |

Sample Annual Costing Positions

| Description                             | Total        | Jan          | Feb          | Mar          | Apr          | May          | Jun          | Jul          | Aug          | Sep          | Oct          | Nov          | Dec          |
|-----------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| GL Account Type: Expenses / Expenditure | (\$4,978.09) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) | (\$4,981.91) |
| Base Wage                               | 41,521.12    | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     | 4,126.76     |
| FICA - Social Security (SSS)            | 3,070.31     | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       | 255.86       |
| FICA - Medicare                         | 718.08       | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        | 59.84        |
| Workers' Compensation                   | 1,411.35     | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       | 117.61       |
| Life Insurance                          | 77.25        | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         | 6.44         |
| Dental and Vision                       | 180.00       | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        | 15.00        |

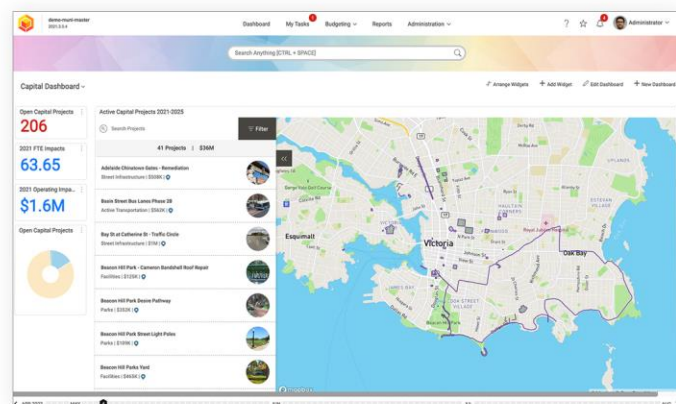
Sample Monthly Costing – Single Position

## CAPITAL MODULE

Questica Budget's Capital module simplifies and centralizes the process of capital budget planning and execution. Users can import prior years' budget data (actual costs and budget values) into Questica Budget, and create multi-year capital projects where they can identify their expenditures and funding sources, and make adjustments as they prepare their budgets.

Users can construct their capital projects on an annual, quarterly, or monthly basis, enter narrations or explanations for their requests and categorize their projects based on different criteria such as tangible capital assets, fund(s), or project status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project ranking can also be administered according to user-defined criteria, and multiple project scenarios can be created for each project.

The Capital module also gives the ability to manage budgeting activities related to grant programs of varying complexities. The "type" field on projects is commonly used to indicate that the project is to be treated as a grant.

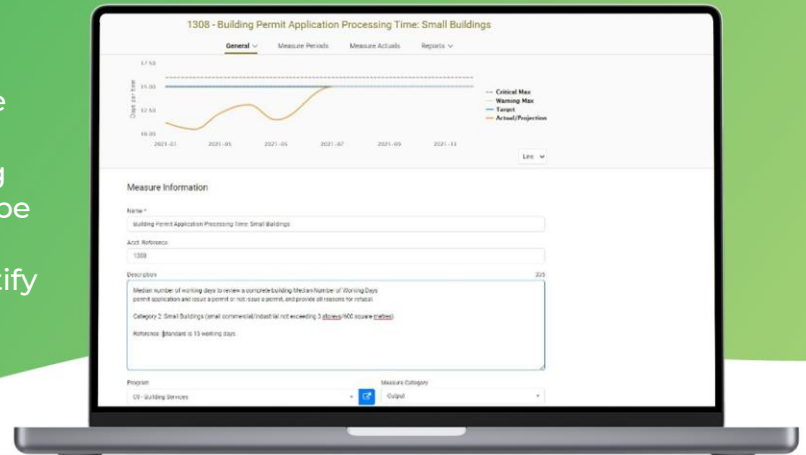


Sample Capital Improvement Plan Transparency – Interactive Visual Map



## PERFORMANCE MODULE

Questica Budget's Performance module allows users to establish objectives and track budget progress toward achieving these objectives over time. Targets can be identified by intended outcome, where warning and critical threshold limits notify users whenever budget performance requires attention.



Sample Performance Dashboard

Measures, whether financial or statistical, may reference existing values already in the system, or may otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.

Questica Budget's Performance module fully integrates with the rest of the Questica Budget Suite and leverages the Questica Dashboard platform. This functionality helps improve performance, encourages innovation within your team, encourages cost-effective practices, and delivers an enhanced level of transparency and accountability.



## SPECIAL FEATURES

### STATISTICAL LEDGER

The Questica Budget Statistical Ledger allows budget staff to plan and track numbers other than spending dollars (e.g., hours worked, number of clients, resource utilization).

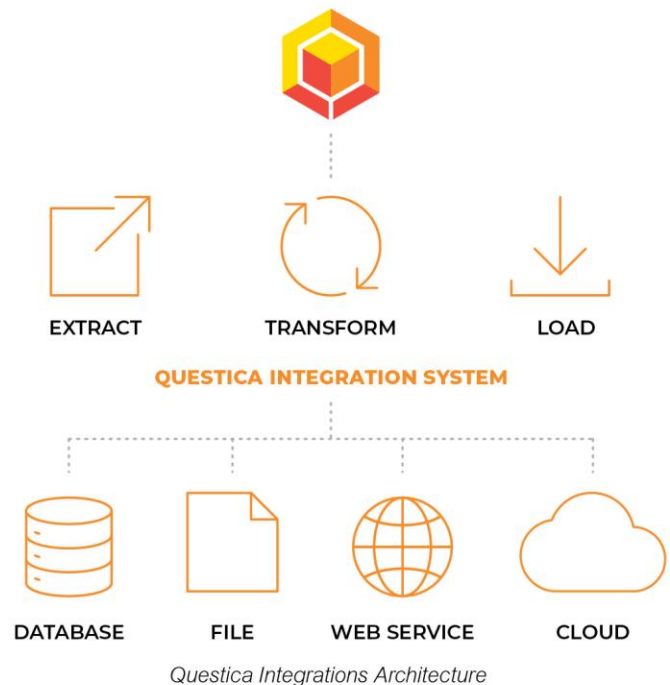
Staff can create a budget for any numeric data and work with it very much like financial budgets. This can be very useful for planning and tracking activities and outputs, and the data can be used as a guideline for building budgets. Statistical Ledger data can also be a component of a performance measurement plan.

### QUESTICA INTEGRATION SYSTEM (QIS)

Questica Budget will integrate with your City's financial system via its proprietary Questica Integration System (QIS). QIS is a specialized, database-independent tool developed to exchange data between Questica Budget and external systems on a scheduled or as-needed basis. QIS also simplifies the integration process and reduces the time required to integrate Questica Budget with other customer systems or data warehouses.

QIS provides a highly configurable framework for importing or exporting budget related or non-financial data with existing and future external data sources, using API (Application Programming Interface) and ETL (Extract, Transform and Load) integration methods to ensure the budgeting solution always reflects updated data.

The diagram on the right illustrates the Questica Integration System. The Questica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems on the bottom. When data is being extracted from an external system and moved to Questica Budget, data would be moving from the bottom to the top of the diagram. On the other hand, when extracting data from Questica Budget to insert into an external system, data moves from the top to bottom.



The process can be scheduled or run on-demand by an authorized Questica user. Monitoring of scheduled integration tasks can be performed in many ways, but the most popular method is exception or failure notification, which can be configured to email one or more people. As detailed below, implementations can include three distinct interface points—two on the financial side and one on the HR/personnel side, and sometimes a fourth:

|                                  |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Actual cost integration          | Actual costs are automatically imported into Questica Budget from the Financial System. This can be set up to occur at a variety of timeframes, but most often this automated process of copying the actual costs from the Financial System into the Questica Budget system occurs on a nightly basis. This allows users to see Budget vs. Actuals that are no more than 24 hours old. |
| Movement upon approval           | When the budget is approved/adopted, it is typically moved from Questica Budget into the Financial System, the system of record.                                                                                                                                                                                                                                                       |
| Salary sync                      | The process for loading HR/payroll data into the Questica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from the city's HR records system. The integration can be run on demand, whenever updated personnel data is needed in the budget system.                                             |
| Budget adjustments (if required) | As adjustments are made throughout the year (e.g., transfers, new budget requests, etc.), these changes can also be synchronized between Questica Budget and the Financial System so that budget revisions are always current in both systems.                                                                                                                                         |

## ALLOCATIONS

The Allocations tool within Questica Budget allows dollars to be moved throughout the Operating and Capital budget in a structured and balanced fashion. The functionality supports complex arrangements of allocations between many budget elements.

An employee's cost may, for example, be split between multiple programs or cost centers, or Internal Service Provider budgets can be managed. In the latter example, an IT budget that is developed in detail like any other costing center may get allocated to other budget elements, perhaps using a cost driver such as 'number of computers' as the distribution basis. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT Costing Center budget will subsequently have a Recovery Budget Line that effectively zeroes out their allocated budget.

## ADVANCED CALCULATION ENGINE (ACE)

Questica Budget's Advanced Calculation Engine is a powerful feature that brings familiar Excel functions into Questica Budget and allows users to create reusable calculation packages/models. The tool is simple to use and is designed to keep users working inside Questica Budget.

In addition to containing familiar Excel functions, there are also budget-specific functions documented in an integrated library, enabling users to reference data based on its qualities rather than by specific location. For example, a function can be performed on the budget values for a particular account code or using the actuals from a certain statistical account. Functions can also be period-based, enabling the option to reference data from past months or years, or reference a range of data such as the average from the past three years for a given month or quarter.

## CHANGE REQUESTS/DECISION PACKAGES

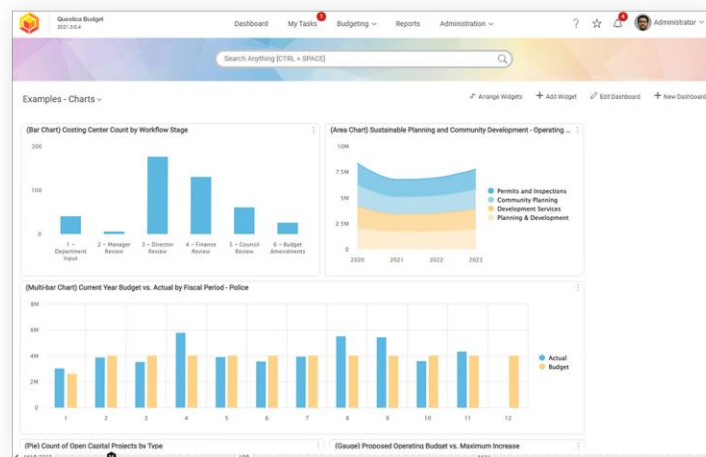
Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications or Decision Packages, allow authorized users to process pre- and post-approval budget changes, both one-time and recurring, using a controlled process and workflow-based approval. These requests can be created individually, or they can be bundled together and treated apart from the general budget with their own dedicated approval process. Questica Budget does this in a controlled environment so that users can only submit, change, and see budget requests that are appropriate for them.

## ADVANCED SEARCHES

Questica Budget's Advanced Search function is an intuitive user-facing feature that allows non-technical users to compose detailed searches using a variety of comparators and the ability to infinitely nest AND/OR groupings. Essentially, the Advanced Search functionality allows authorized users to perform sophisticated and highly dynamic data analytics and ad-hoc queries based on multiple dimensions, including specific criteria or descriptive words. This robust and powerful tool allows complex queries to be easily built up—one line at a time.

## REPORTING AND DASHBOARDS

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced “smart reports” that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays—all of which include data security to ensure users only see what they're allowed to see. Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills.



Sample Full-Featured Dashboard

# QUESTICA'S DIGITAL BUDGET BOOK SOLUTION



Questica Digital Budget Book sample screenshot

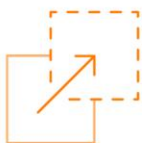
## Budget Book

Questica's Budget Book Studio (BBS) solution is a user-friendly and comprehensive document management and financial reporting tool that enables our customers to create, collaborate, edit, approve, and publish an annual budget document with ease – eliminating the headaches often associated with managing multiple spreadsheets, version control issues, manual updates, and duplicating content.

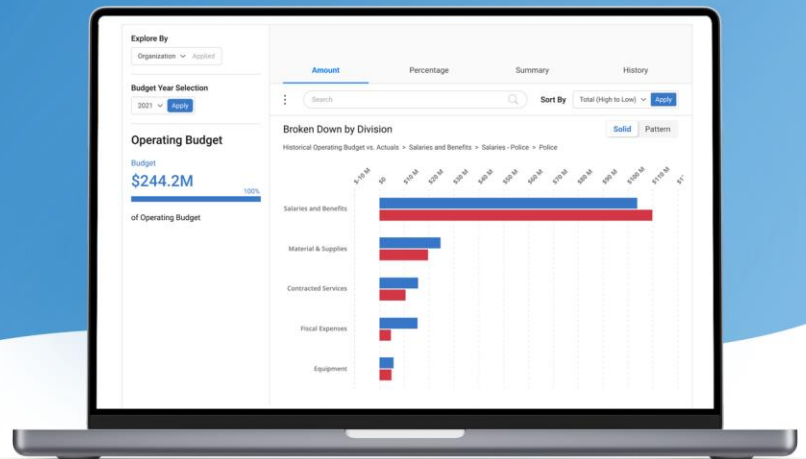
BBS is directly integrated with the Questica Budget module, allowing budget information to be seamlessly refreshed on-demand. Paired with our Questica OpenBook interactive online transparency solution, customers can provide the community with a complete understanding of the budget that is presented in a manner geared for a non-financial audience.

### Key aspects of Questica's DBB include:

- ◆ GFOA compliant—meets all standards for GFOA Award Qualifying Book Production
- ◆ Automation—automates the creation of fund summary pages, charts, tables, and more
- ◆ Templates—creates new pages quickly with easy-to-use templates
- ◆ Multiple Formats—produces budget books in digital (online) and PDF (printed) formats
- ◆ Charts and Graphs—allows automatic updates of embedded narratives and smart charts



# OPENBOOK TRANSPARENCY AND DATA VISUALIZATIONS

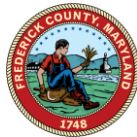


OpenBook - Sample Operating Budget: Interactive Chart

Questica Budget's OpenBook tool fosters transparency for public agencies, enabling the information to be visualized in an array of charts, tables, bars, graphs, and GIS mapping for Capital planning. Like all Questica tools, OpenBook is intuitive and easy-to-learn. With descriptive text, informational pop-ups, filtering and sorting capabilities, diving in and discovering information is made easy for all stakeholders.

## OPENBOOK CUSTOMER EXAMPLES

Select a logo to visit our customers' OpenBook websites.



## SEE OUR SOFTWARE SOLUTIONS IN ACTION

Learn how Questica and our software solutions can help your organization today. Our team will reach out to determine how we can help you increase efficiencies for your budgeting process.



# GOVERNMENT PROCUREMENT OPTIONS

Today's modern governments have recognized the traditional methods of procuring software through Request for Proposal are expensive, time consuming, and often very limiting in scope. An increasing number of customers have contracted with Questica utilizing the methods outlined below.

1. *Take advantage of contract vehicles and cooperative purchasing agreements.* Contract vehicles are commonly relied upon as the most efficient way for governments to buy goods and services. Questica is listed on many cooperative purchasing contracts, such as DIR, Carahsoft, SHI, NASPO, BuyBoard, Sourcewell, and Omnia. These contracts include several vendors and were established via a competitive bidding process, much like an RFP cycle.
2. *"Sole source."* This method refers to opportunities where Questica is the only provider able to deliver the set of solutions that a government entity is looking for. This can justify the avoidance of an RFP, since there are simply no other vendors in the market who can deliver the necessary goods or services.
3. *Piggyback contracts:* To satisfy procurement policy, many Questica customers choose to piggyback from contracts already vetted by a competitive RFP process of similar size and scope. For example, The City of Spokane utilized a piggyback agreement (i.e., cooperative agreement statement) with City of Seattle to purchase Questica. Questica is open to helping The City explore best fit piggyback options with current customers.
4. *Emergency Funding:* State and local governments need the right tools to remain flexible and make critical data driven decisions. Several Questica customers, such as Imperial County, CA have invoked emergency purchasing measures to fund the purchase of Questica. The funding from the American Rescue Plan Act provides an opportunity for state and local governments to purchase new technology in support of expanding services to citizens and improving responsiveness.

Specifically, sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Questica Budget now includes a built-in calculator which automates the lost revenue calculation formula as outlined in the guidance. Included below is sample verbiage that the City could utilize to justify purchase of Questica Budget using ARPA funds.

## American Rescue Plan Justification

- ◆ Whereas COVID-19 and the required response by the (name of local government) had a significant impact on the budget of (name of local government), and
- ◆ Whereas: expenditures for essential public health and safety workers were higher than budgeted to ensure public health welfare and safety concerns; and
- ◆ Whereas: remote work of non-essential (name of local government) staff resulting from stay-at-home orders and legislated social distancing in the workplace revealed the need for upgrading IT software and infrastructure; and
- ◆ Whereas: \_\_\_\_ (name revenue source; e.g. sales tax, hotel tax, etc.) revenues in the (insert most full fiscal year) were reduced due to the economic impact of COVID-19 causing a budgeting shortfall, and
- ◆ Whereas: the (name of local government) needs to procure budgeting and performance management software that will enhance its ability to respond to the COVID-19 emergency and
- ◆ Whereas: the budgeting and performance management software will increase efficiency, improve constituent services, and enable remote work, and
- ◆ Whereas: the revenues to procure such software are not available due to the economic impacts of COVID-19 on the (name of local government) revenues.
- ◆ Now therefore be it resolved that the (name of local government) hereby declare that the use of American Rescue Plan Act funds in the amount of \$\_\_\_\_\_ be used to procure....

Should this method be the preferred procurement option, we are more than happy to facilitate reference conversation.





# Questica Budget Price Quote

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Prepared for:  
Sheena Mulner

Finance Director/Treasurer  
City of Hibbing, MN

January 10<sup>th</sup> 2025

Prepared by:  
Justin Borrow  
Euna Solutions, inc

This proposal is subject to a review of your Chart of Accounts and a review of the Scope of Work.



## QUESTICA BUDGET PRICE QUOTE

Quotation ID#: City of Hibbing – January 10<sup>th</sup> 2025

| Description                                                                                              | Qty.               | Total              |
|----------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| <b>Questica Budget Framework – All Modules</b>                                                           |                    |                    |
| Operating License Seats                                                                                  | Unlimited          |                    |
| Personnel Planning & Budgeting License Seats                                                             | Unlimited          |                    |
| Capital License Seats                                                                                    | Not Included       |                    |
| Unlimited Read-Only Licenses                                                                             | Included           |                    |
| Performance Measures                                                                                     | Included           |                    |
| Allocations                                                                                              | Included           |                    |
| Statistical Ledger                                                                                       | Included           |                    |
| OpenBook Transparency                                                                                    | Included           |                    |
| Budget Book Studio                                                                                       | Included           |                    |
| <b>Questica Year 1 Software Subscription<br/>(including software, maintenance, support, and hosting)</b> | <b>29,500.00</b>   | <b>\$24,000.00</b> |
| <b>Professional Services (Per Statement of Work)</b>                                                     |                    |                    |
| Planning & Analysis                                                                                      | Included           |                    |
| Installation                                                                                             | Included           |                    |
| Data Load & Verify                                                                                       | Included           |                    |
| Accounting Integration                                                                                   | Included           |                    |
| Training                                                                                                 | Included           |                    |
| Project Management                                                                                       | Included           |                    |
| Operating Integrations with Tyler Incode 9: Actuals Import, Budget Export                                | Included           |                    |
| Budget Book Studio Professional Services                                                                 | Included           |                    |
| <b>Total Questica Professional Services: (one-time fee)</b>                                              | <b>\$14,500.00</b> | <b>\$6,600.00</b>  |
| <b>GRAND TOTAL (Year 1)</b>                                                                              | <b>\$44,000.00</b> | <b>\$30,600.00</b> |

## PRICING NOTES

Quotation ID#: City of Hibbing – January 10<sup>th</sup> 2025

Pricing valid through: March 14<sup>th</sup>, 2025

- ◆ Questica annual subscription is based on a 3-year term
- ◆ Questica will apply a 3% inflationary increase beginning in year 2

### Questica Annual Fees

- Year 1 is \$30,600.00 (SaaS and Professional Services)
- Year 2 is \$24,720.00 (includes 3% increase)
- Year 3 is \$25,461.60 (includes 3% increase)
- Total 3 Year contract is \$80,781.60

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

### Terms of Payment

- ◆ **Software:**
  - 100% upon Contract Effective Date (Net 30)
  - Year 2 due 365 days from Contract Effective Date and annually thereafter
- ◆ **Professional Services:**
  - Due 100% upon Contract Effective Date (Net 30)

## SUMMARY

Questica greatly appreciates City of Hibbing's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our more than 27 years of success in public sector budgeting, to help the City improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in more detailed conversations to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for government organizations.

# ORDER FORM

Sourcewell Member #: 58107

Sourcewell Contract #: 060624-GTH

Quotation Expiry Date: 3/14/2025

**Euna Solutions, Inc.**

363 W. Erie St., Floor 7

Chicago, IL 60654

Rep Name: Justin Borrow

Rep Email: justin.borrow@eunasolutions.com

**City of Hibbing, MN**

401 E 21<sup>st</sup> St #300

Hibbing, MN, 55746

United States

| SaaS Subscription<br>(Including software, maintenance, support and hosting)                                               | Licenses                          | Total Price        |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------|
| Euna Budget Framework – All Modules                                                                                       |                                   |                    |
| Operating Licenses                                                                                                        | Unlimited                         |                    |
| Personnel Planning & Budgeting Licenses                                                                                   | Unlimited                         |                    |
| Capital Project Planning Licenses                                                                                         | Not Included                      |                    |
| OpenBook Transparency                                                                                                     | Included                          |                    |
| Budget Book Studio                                                                                                        | Included                          |                    |
| Read Only Licenses                                                                                                        | Unlimited                         |                    |
| Performance Measures                                                                                                      | Included                          |                    |
| Allocations                                                                                                               | Included                          |                    |
| Statistical Ledger                                                                                                        | Included                          |                    |
|                                                                                                                           | Recurring Annual Fee(s) Sub-Total | \$24,000.00        |
| Implementation Services<br>(Per Statement of Work)                                                                        | Units                             | Total Price        |
| Planning & Analysis, Installation, Data Load & Verify, Training, and Project Management, Integrations with Tyler Incode 9 | 1                                 | \$6,600.00         |
|                                                                                                                           | Non-Recurring Fee(s) Sub-Total    | \$6,600.00         |
|                                                                                                                           | <b>TOTAL YEAR 1 PRICE</b>         | <b>\$30,600.00</b> |

**Currency:** USD

**Billing Cycle:** Annual

**Payment Terms:** Net 30

**Data Location:** United States



**Order Notes:**

- Annual Subscription is based on a 3-year term
- Euna will apply a 3% annual increase beginning in year 2
- Applicable taxes extra.

**Terms of Payment:**

- Year 1 Software Subscription:
  - Due 100% upon Acceptance Date of Order Form (Net 30) and annually in advance for future years
- Professional Services:
  - Due 100% upon Acceptance Date of Order Form (Net 30)

## Acceptance

**Customer Name**

Authorized Signature: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS & CONDITIONS**

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated. The Sourcwell contract [# 060624-GTH](#) applies to this order.

All remittance advice and invoice inquiries can be directed to [billing@eunasolutions.com](mailto:billing@eunasolutions.com). Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!



## **Statement of Work (SOW)**

### **System Hosting**

#### **Server**

##### ***Production & Test Instances of Questica Budget***

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the “production” system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

##### ***Production Instance of OpenBook***

Questica will install a single instance of OpenBook in a cloud hosted environment.

### **Project Management & Analysis**

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica shall provide the professional service as defined in this Statement of Work, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to The Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form

#### **Questica Project Lead**

Questica will assign a lead analyst/project manager, hereafter referred to as the “PM”, to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out “off-site” and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica's PM are as follows:

- a) Coordinate the development of the project timeline with The Customer's project manager.
- b) Ensure the timely execution of Questica's deliverables.
- c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
- d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.
- e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
- f) Track and communicate issues through an “issue log”.
- g) Author, and coordinate the approval of, change orders.

## The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

- a) Act as primary communication point with the Questica PM.
- b) Provide definitive responses to the Questica PM on all decision points.
- c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
- d) Advise the Questica PM of expected completion dates for these tasks.
- e) Ensure that implementation training material is reviewed in a timely manner.
- f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
- g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
- h) Approve (sign-off) on Questica deliverables.
- i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

## Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

## Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

## Scope of Implementation Services

### Questica Budget Configuration & Shared Components

| Function, Feature, or Service                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Scope                                                                                                                                                                                                                     |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Initial Data Load of Chart of Account Data   | <p>Configuration and data import of the following Questica standard data structures:</p> <ul style="list-style-type: none"> <li>• Division/Department hierarchy.</li> <li>• Fund Categories and Funds.</li> <li>• Account Categories and Expense and Revenue GL Accounts.</li> <li>• Other COA dimensions.</li> </ul> <p>Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.</p>                                                                                                        | <p>In scope:</p> <p>All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.</p>                                                                    |
| Budget Process Configuration                 | <p>Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes.</p> <p>The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval.</p> <p><i>The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.</i></p> | <p>In scope:</p> <p>Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.</p>                                                                                    |
| Application Level Security                   | <p>Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process.</p> <p><i>The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.</i></p>                                                                                                                                                                                                                                                                      | <p>In scope:</p> <p>It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.</p> |
| Project Management, Configuration & Analysis | <p>The fixed price cost includes overhead of project management and analysis by the PM during implementation.</p> <p><i>Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.</i></p>                                                                                                                                                                                                                                                                      | <p>In scope:</p> <p>Service provided until all other services are delivered or 20 weeks contiguous from project kick-off, whichever occurs first.</p>                                                                     |

## Operating Module

The Operating module is In scope.

| Function, Feature, or Service                                                                                                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Scope                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Configuration &amp; Initial Data Load</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                    |
| Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                    |
| Import Costing Centers                                                                                                                | <p>Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> <li>• Create Costing Centers (for each historical and current/future budget year to be loaded).</li> <li>• Add Costing Centers to Departments.</li> <li>• Associate Costing Centers with Funds.</li> <li>• Define Budget Promotion Stages.</li> </ul>                                                                                                                                                                                                                                  | In scope                                                                                                                                                           |
| Import Budgets                                                                                                                        | <p>Import multiple years of Operating budget:</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Costing Center level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>                                                                                                                                                                                                                                  | <p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p> |
| <b>Integrations</b>                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                    |
| Budget Export Integration                                                                                                             | <p>Interface to export the adopted budget from Questica into The Customer's general ledger system.</p> <p>Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p> | In scope: 1 point of budget export integration.                                                                                                                    |
| Budget Amendments Export Integration                                                                                                  | <p>Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p> <p><i>* If this integration is required, then please discuss adding this for a one-time set-up fee.</i></p>                                                                                                            | Not in scope                                                                                                                                                       |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GL Actuals Import Integration | <p>Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger system. This interface can be automated to run on a schedule.</p> <p>Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed.</p> <ol style="list-style-type: none"> <li>1. AccountStructure</li> <li>2. TransactionDate</li> <li>3. Amount</li> </ol> <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p> | In scope: 1 point of actuals import integration.                                                                                                                                                                                   |
| Optional Features             | <p>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    |
| Allocations Add-in            | <p>The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>In scope:</p> <p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.</p> |
| Statistical Ledger Add-in     | <p>The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>                                                                 |

## Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is in scope.

| Function, Feature, or Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Scope                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Configuration &amp; Initial Data Load</b><br><br>Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.<br><br>The Questica Personnel module is not loaded or used for <u>historical</u> fiscal years. It will be configured only for one fiscal year which should be either: <ul style="list-style-type: none"> <li>• Current fiscal year:               <ul style="list-style-type: none"> <li>j) The Customer will be able to verify the structure by “publishing” the Salaries</li> <li>k) to their current budget and making a comparison, but the position/employee</li> <li>l) data will be stale by one year and will need updating when rolling to the new</li> <li>m) budget year.</li> </ul> </li> <li>• New budget year (first year for which a new budget is being built using Questica).</li> </ul> Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                         |
| Import Positions & Employees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | In scope                                                                                                                                                                                                                                |
| Import Grades & Scales                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | In scope                                                                                                                                                                                                                                |
| Configure Benefits (“Modifiers”)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p><i>*While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p> | Shared task:<br><br>The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set. |
| Import Position/Costing Center Allocations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | In scope                                                                                                                                                                                                                                |



## Capital Module

The Capital module is not scope.

## Performance Measures Module

The Performance Measures module is in scope.

| Function, Feature, or Service                | Description                                                                                                        | Scope                                                                                                                                                                                                     |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Configuration &amp; Initial Data Load</b> |                                                                                                                    |                                                                                                                                                                                                           |
| Measure Categories and Units                 | Configuration of Performance Measure Categories and Units of Measure.                                              | In scope                                                                                                                                                                                                  |
| Measures                                     | The Customer will receive training to determine how to enter Performance Measures into the system.                 | Shared task:<br><br>The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.   |
| Scorecards                                   | The Customer will receive training to determine how to configure Performance Measure Scorecards within the system. | Shared task:<br><br>The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set. |

## OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

| Function, Feature, or Service | Description                                                                                                                                                                                                                                                                                                                                                                                                                             | Scope                                                                                                                                            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Setup & Connection            | Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.                                                                                                                                                                                                                                                                                                                 | In Scope                                                                                                                                         |
| Analysis & Design             | <ul style="list-style-type: none"> <li>Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources.</li> <li>Assistance in determining initial set of visualizations.</li> <li>Review the editing and publishing of datasets from Questica Budget to OpenBook.</li> <li>Determination of non-Questica Budget data sources.</li> </ul> | In Scope                                                                                                                                         |
| Questica Budget Configuration | Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: <ul style="list-style-type: none"> <li>Budget</li> <li>Actual</li> <li>Budget vs Actual</li> </ul>                                                                                                                                                                                  | Shared task:<br><br>The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations. |

|                                      |                                                                                                                                                            |                                                                                                                                                                                                                          |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OpenBook General Configuration       | Configuration of OpenBook settings, profile, UI options, and admin user.                                                                                   | In Scope                                                                                                                                                                                                                 |
| OpenBook Visualization Configuration | Creation of “Visualizations” in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets. | Shared task:<br><br>The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook. |

## Budget Book Studio

Questica’s Budget Book Studio is included in this system.

### Self Guided Budget Book Studio Implementation

The Client will be responsible for creating the Views in Questica Budget and using the training content provided to guide through configuring the layout and content of that data in each Digital Budget Book you build. Euna’s assistance in this shall be delivered remote over a period not exceeding 8 weeks and a total of 8 hours. Where the source system is not Questica Budget, the customer is responsible for providing clean well-organized data in CSV files for upload. The client will need to provide the project lead with a well formatted sample of the intended budget book in order to provide recommendations for how to recreate that sample in Budget Book Studio.

| Function, Feature, or Service          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Statement of Work |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Budget Book Analysis                   | The Euna project lead will do an initial analysis of the existing Budget Book. This will be used to inform recommendations on configuration changes needed to the Euna Budget data model to accommodate the budget book layout. This will also be used to make recommendations for the creation of Views within Euna Budget, in order to pull the data identified in the sample into Budget Book Studio for a report or section of a report within the sample budget book. This will also be used to provide suggestion how to ideally use the native Budget Book Studio functionality in order to produce a budget book similar to the sample budget book | In Scope          |
| Review of Account Structure Data Model | The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured.                                                                                                                                                                                                                                                                                                                                                                               | In Scope          |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Account Structure Configuration Changes                             | <p>Within Questica Budget, an existing account string should already be set for data elements such as:</p> <ul style="list-style-type: none"> <li>• Division/Department hierarchy;</li> <li>• Fund Categories and Funds;</li> <li>• Account Categories and Expense and Revenue GL Accounts</li> <li>• Statistical Account Categories and Statistical Accounts</li> <li>• Other Chart of Account Segment Values</li> <li>• Performance Measure Units</li> </ul> <p>The Questica Budget Implementation may include services to setup the account structure configuration for the items listed above. However, the Budget Book Studio implementation does not include services to make substantial changes to the existing account string or relationships between the account string data structures that were created during the initial Questica Budget implementation. It only includes building additional entities/fields upon existing data elements to account for missing data compared to the sample budget book. This includes fields such as narrative fields or entities such as roll-up reporting elements to support data aggregation in reports.</p> | Not in Scope  |
| Import Supporting Data within Questica Budget                       | The Euna project lead will do an analysis of the client's existing data model in Questica Budget in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured. Should data importing be needed into any additional entities/fields that have been newly configured in the data model, the client is responsible for importing data values in those entities/fields                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Customer Task |
| Import Supporting Data within Budget Book Studio                    | The Euna project lead will train the client on the features available within Budget Book Studio and guide the client through ideal use of the features in order to develop the sample budget book. The client will be responsible to load any data directly in Budget Book Studio as needed to support creation of the Budget Book                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Customer Task |
| Data Model Configuration & Testing Integration from Questica Budget | Following the budget book analysis and review of account structure data model, the Euna project lead will run working sessions to do some initial configuration needed to the existing data model with entities/fields to support creation of the sample budget book layout in Budget Book Studio as well as provide guidance to the client on the creation of custom entities, fields and Views.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | In Scope      |
| Train the Trainer Training                                          | Euna will provide training through online content and webinar style training sessions, including an optional introduction for newcomers to OpenBook.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | In Scope      |
| Guidance on Budget Book Creation                                    | <p>Provide guidance to client on how to complete client-owned tasks, such as:</p> <ol style="list-style-type: none"> <li>1. Manual input of values deemed non-automatable</li> <li>2. Insertion of unstructured data from files such as images, maps, award certificates, and charts</li> <li>3. Sharing experience of layout and content options</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | In Scope      |

|                      |                                                                                                                                                                                                                                                                                                                                                          |               |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Budget Book Creation | Euna will not create the provided budget book sample within Budget Book Studio. They will provide configuration of the Euna Budget Pro data model, analysis on essential View creation, training on the Budget Book Studio product, expertise on best use of the Budget Book Studio features and support through the initial budget book creation steps. | Customer Task |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

## Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

| Training Topic                   | Description                                                                                                                                                                                                                                                                                                                                                                             | Scope         |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Implementation                   | A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.                                                                                             | Customer task |
| Administration                   | Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.                                                                                                                                                                                | Customer task |
| Administrator Authored Reporting | Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool. | Customer task |
| Allocations                      | Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.                                                                                                                                                                                                        | In scope      |
| Change Request                   | Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.                                                                                                                                                                                                    | Customer task |
| Statistical Ledger               | Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.                                                                                                                                                                                                 | In scope      |
| Operating Module                 | Training in the use of Questica Budget's Operating module is delivered in one "live" training session.<br><br>This session can be recorded and made available online to your users only.                                                                                                                                                                                                | In scope      |
| Personnel Planning & Budgeting   | Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session.                                                                                                                                                                                                                                                             | In scope      |

|                      |                                                                                                                                                                                              |          |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                      | This session can be recorded and made available online to your users only.                                                                                                                   |          |
| Performance Measures | Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. | In scope |
| OpenBook             | Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.             | In scope |

## Customizations

### Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

### Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

### Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

### Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

## **Hosting, Maintenance and Technical Support Services**

- (A) **Hosting Services.** Euna shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Euna may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Euna's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Euna will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Euna will provide enhancements, modifications or upgrades to the Software as Euna may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Euna's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

If requested, Euna will provide assistance in the testing of any site-specific customizations. Euna will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Euna will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Euna supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.





Euna may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Euna's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.



## **Request for Council Action**

### **City Council Action**

Approve the purchase of two 2025 Dodge Durango Squad Cars from Dodge of Burnsville in the amount of \$40,954 each and a total of \$81,908 for both

### **Description of Agenda Item**

Approve the purchase of two 2025 Dodge Durango Squad Cars from Dodge of Burnsville in the amount of \$40,954 each and a total of \$81,908 for both

### **Strategic Initiative**

Continue purchasing squads each year so we don't get behind with the capital purchases

### **Owner of Agenda Item**

Steve Estey, Chief of Police, 218.929.0776, [steveestey@hibbingmn.gov](mailto:steveestey@hibbingmn.gov)

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

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

### **Budgetary/Fiscal Impact**

Squad Capital

### **Action Requested**

Approve the purchase of two 2025 Dodge Durango Squad Cars from Dodge of Burnsville in the amount of \$40,954 each and a total of \$81,908 for both

### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Approve the unfitting costs for (2) Dodge Durango Squads to Enforcement Lighting in the amount of \$18,300 each for a total of \$36,600 for both squads

### **Description of Agenda Item**

Approve the unfitting costs for (2) Dodge Durango Squads to Enforcement Lighting in the amount of \$18,300 each for a total of \$36,600 for both squads

### **Strategic Initiative**

Upfitting the two 2025 squads

### **Owner of Agenda Item**

Steve Estey, Chief of Police, 218.929.0776, [steveestey@hibbingmn.gov](mailto:steveestey@hibbingmn.gov)

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

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

### **Budgetary/Fiscal Impact**

2025 Capital

### **Action Requested**

Approve the unfitting costs for (2) Dodge Durango Squads to Enforcement Lighting in the amount of \$18,300 each for a total of \$36,600 for both squads

### **Attachments**

None



## **Request for Council Action**

### **City Council Action**

Approve the purchase of an aluminum H&H Trailer from Pine River Sales in Cloquet in the amount of \$5,927.29

### **Description of Agenda Item**

Approve the purchase of an aluminum H&H Trailer from Pine River Sales in Cloquet in the amount of \$5,927.29

### **Strategic Initiative**

The Fire Department needs a lightweight trailer, yet big enough to haul our side-by-side with the tracks on it

### **Owner of Agenda Item**

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

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

This purchase has been planned for since the purchase of the side-by-side

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

None

### **Budgetary/Fiscal Impact**

Funding coming from one time funds received from the State.

### **Action Requested**

Approve the purchase of an aluminum H&H Trailer from Pine River Sales in Cloquet in the amount of \$5,927.29

### **Attachments**

1. H&H Trailer

Erik JANKILA @ HibbingMN.Gov



222 N. 1st Street  
Clarinda, IA 51632  
P: (712)542-2618  
F: (712)542-2566

### Quote

|                  |                             |
|------------------|-----------------------------|
| Quote #:         | QT504678                    |
| Entry Date:      | 01/27/25                    |
| Completion Date: | 03/10/25                    |
| Customer PO:     | HIBBING FD                  |
| Sales Rep:       | jshatava                    |
| Payment Terms:   | Due Upon Delivery w/ C of O |
| Product:         | ALUMINUM-HH3                |
| CONFIG:          | Ready                       |

#### Sold To

Pine River Sales  
3717 Hwy 33N  
Cloquet, MN 55720  
P: (218)879-8865  
F: (218)878-1999

#### Ship To

Pine River Sales  
3717 Hwy 33N  
Cloquet, MN 55720  
P: (218)879-8865  
F: (218)878-1999

| Item                                                                     | Model          | Qty | Price                | Total |
|--------------------------------------------------------------------------|----------------|-----|----------------------|-------|
| 82x16+2 Dovetail Aluminum Rail Side Utility Trailer, 7K Tandem(Aluminum) | H8218TRSAD-070 | 1   | <del>\$5376.15</del> |       |

#### Selected Options Per Trailer:

|                                      |              |   |                    |
|--------------------------------------|--------------|---|--------------------|
| Color, Aluminum                      | HUPGAL10061  | 1 |                    |
| TIE DOWN, RECESSED D-RING NON-SWIVEL | HUPGAL10013  | 6 | \$315.90           |
| SPARE TIRE MOUNT                     | HUPGAL10052  | 1 | \$93.60            |
| Discount                             | DISCOUNT-HH3 |   | <del>\$57.86</del> |

Total Price ~~\$5787.79~~

Shipping 200.00

~~\$5987.79~~

Doc/sthous 120.00  
~~County~~

~~6047.79~~

Discount 120.00

~~\$5927.79~~

Signature Required. Please sign and fax back to indicate order confirmation and acceptance of all terms and conditions as outlined in the 'Dealer Agreement'. Lead time for due date is initiated from date of signed customer order confirmation. Prices are subject to change.

Fire Dep  
only



## **Request for Council Action**

### **City Council Action**

Approve the purchase of an aluminum Rescue Skid for the box of the side-by-side from Kimtek in the amount not to exceed \$3,800

### **Description of Agenda Item**

Approve the purchase of an aluminum Rescue Skid for the box of the side-by-side from Kimtek in the amount not to exceed \$3,800

### **Strategic Initiative**

Skid will provide a mechanism to transport patients with our side-by-side from remote locations

### **Owner of Agenda Item**

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

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

This has been planned for since the purchase of the side-by-side

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

None

### **Budgetary/Fiscal Impact**

Funding coming from one time funds from the State.

### **Action Requested**

Approve the purchase of an aluminum Rescue Skid for the box of the side-by-side from Kimtek in the amount not to exceed \$3,800

### **Attachments**

1. Kimteck Rescue Skid



# KIMTEK CORPORATION

**"HOME OF THE AFFORDABLE SKID UNIT!"**

326 INDUSTRIAL PARK LANE  
ORLEANS, VT 05860  
Phone 1-888-546-8358 Fax 1-802-754-2300

# QUOTE

**DATE:** January 28, 2025  
**QUOTE #:** HFD-012825  
**FOR:** MEDLITE Transport  
Std MTS-102

**Quote To:**  
City of Hibbing FD  
Alan Slatten  
2320 Brooklyn Drive  
Hibbing MN 55746



| DESCRIPTION                                                                                   | AMOUNT             |
|-----------------------------------------------------------------------------------------------|--------------------|
| 1- MEDLITE Transport Standard MTS-102                                                         | 3,350.00           |
| <i>All to fit - please provide year, make, and model of UTV</i>                               |                    |
| 1- Crating & Shipping                                                                         | 395.00             |
| <i>Shipping charges quoted do not include accessorial charges such as but not limited to:</i> |                    |
| <i>Liftgate service \$65, call prior to delivery \$25, etc.</i>                               |                    |
| <i>Please add these charges to your budget as you see fit.</i>                                |                    |
| <i>For any additional services, please call for a quote.</i>                                  |                    |
| <b>TOTAL</b>                                                                                  | <b>\$ 3,745.00</b> |

**SALES OFFICE HOURS: MON-THURS 8AM-3PM EST**

Make all checks payable to **KIMTEK CORPORATION**

If you have any questions concerning this quote, contact:

Kimball Johnson, President 1-888-546-8358 or email [sales@kimtekresearch.com](mailto:sales@kimtekresearch.com)

**A Finance Charge of 1.5% (18 Annum) Will Be Charged To Invoice Past Due 30 Days.**

*Prices subject to change without notice. All quotes good for up to 30 days.*

**THANK YOU FOR YOUR BUSINESS!**



## **Request for Council Action**

### **City Council Action**

Approve the payment for the repair of Ladder 1 to MacQueen Equipment in St. Paul in the amount of \$12,860.23

### **Description of Agenda Item**

Approve the payment for the repair of Ladder 1 to MacQueen Equipment in St. Paul in the amount of \$12,860.23

### **Strategic Initiative**

Waterway on Ladder 1 started leaking and needed to be repaired. The truck has already been sent in for repair.

### **Owner of Agenda Item**

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

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

Needed to repair the truck in order to use the waterway.

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

None

### **Budgetary/Fiscal Impact**

Funding coming from repair budget

### **Action Requested**

Approve the payment for the repair of Ladder 1 to MacQueen Equipment in St. Paul in the amount of \$12,860.23

### **Attachments**

1. MacQueen Equipment



**MACQUEEN™**

MacQueen

14607 Felton Court Suite 109

Apple Valley, MN 55124

952-683-1054 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: HIBBING FIRE DEPT  
401 East 21st Street  
Hibbing MN 55746

Attention: BRIAN WARNER

|                                |                       |                     |
|--------------------------------|-----------------------|---------------------|
| Branch<br>06 - APPLE VALLEY MN |                       |                     |
| Date<br>10/15/2024             | Time<br>10:49:11 (O)  | Page<br>1           |
| Account No<br>HIBBI004         | Phone No              | Est No 01<br>004212 |
| Ship Via                       | Purchase Order<br>TBD |                     |
| Tax ID No                      |                       |                     |
|                                |                       | Salesperson<br>190  |

QUOTE EXPIRY DATE: 11/13/2024

**SERVICE ESTIMATE - NOT AN INVOICE**

\*\*\*\*\* Segment 01 \*\*\*\*\*

Stock #: C035605 105' LADDER

MS #: E8538

Make: PI Model: AERIAL

Is to have the following work done

L1 - AERIAL WATERWAY

ADDITIONAL DESCRIPTION:

REMOVE WATERWAY FROM THE TRUCK WHERE IT CONNECTS TO THE AERIAL WATERWAY SWIVEL. INSTALL NEW WATERWAY ASSEMBLY, RECONNECT ANY COMPONENTS REMOVED IN ORDER TO REPLACE THE WATERWAY. REPLACE VICTAULIC CLAMP W/ NEW RUBBER SEALS AT THE BASE SECTION OF THE WATERWAY WHERE IT ATTACHES TO THE SWIVEL.

| Part#         | Description      | Qty | Price   | Amount  |
|---------------|------------------|-----|---------|---------|
| 70-1194       | TUBE ASSY, SLIP, | 1   | 6971.03 | 6971.03 |
| SPCGC3G0400EK | 4" GRUV CLAMP    | 1   | 52.38   | 52.38   |
| FRT           | FREIGHT          | 1   | 250.00  | 250.00  |

| MISCELLANEOUS CHARGES: | Description | Price | Amount |
|------------------------|-------------|-------|--------|
|                        | SERVICE FEE |       |        |

|                |         |
|----------------|---------|
| Parts:         | 7273.41 |
| Labor:         | 1633.50 |
| Miscellaneous: | 163.35  |
| Subtotal:      | 9070.26 |

Authorization: \_\_\_\_\_

\*\*\*\*\* Segment 02 \*\*\*\*\*

L1 - PUMP TEST

ADDITIONAL DESCRIPTION:

PERFORM PUMP TEST AFTER AERIAL WATERWAY IS REPLACED.

VisitUsOnline  
www.macqueengroup.com



MACQUEEN™

Ship To: SAME AS BELOW

Invoice To: HIBBING FIRE DEPT  
401 East 21st Street  
Hibbing MN 55746

Attention: BRIAN WARNER

MacQueen

14607 Felton Court Suite 109

Apple Valley, MN 55124

952-683-1054 • 800-832-6417

|                                |                       |                     |
|--------------------------------|-----------------------|---------------------|
| Branch<br>06 - APPLE VALLEY MN |                       |                     |
| Date<br>01/28/2025             | Time<br>14:05:20 (O)  | Page<br>1           |
| Account No<br>HIBBI004         | Phone No              | Est No 02<br>004363 |
| Ship Via                       | Purchase Order<br>TBD |                     |
| Tax ID No                      |                       |                     |
|                                |                       | Salesperson<br>190  |

QUOTE EXPIRY DATE: 02/27/2025

**SERVICE ESTIMATE - NOT AN INVOICE**

Stock #: C035605 105' LADDER

MS #: E8538

Make: PI Model: AERIAL

Is to have the following work done

L1 - ADDITIONAL FREIGHT/CRATE FEE

ADDITIONAL DESCRIPTION:

\*\*\*\*\*  
ADDITIONAL FREIGHT/CRATE FEE THAT THE VENDOR DOES NOT QUOTE  
THEREFORE WAS NOT ON THE ORIGINAL ESTIMATE.  
\*\*\*\*\*

| Part#           | Description    | Qty | Price   | Amount  |
|-----------------|----------------|-----|---------|---------|
| CRATE FEE E8538 | SLIP WAY CRATE | 1   | 821.43  | 821.43  |
| FRT             | FREIGHT        | 1   | 2968.54 | 2968.54 |

Authorization: \_\_\_\_\_

Parts: 3789.97  
TOTAL: 3789.97



## **Request for Council Action**

### **City Council Action**

Approve the attached quotes to Towmaster and Nuss Truck & Equipment in the amount of \$408,005.20

### **Description of Agenda Item**

2026 Towmaster Mack Plow Truck

### **Strategic Initiative**

Adding a multi use plow truck / sanding unit and hook unit.

### **Owner of Agenda Item**

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

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

This will replace a road grader plowing our rural roads and will be able to plow and treat with sand / salt and brine. This unit also will be utilized as a dump truck during the summer months with the capability of adding different units to the back of it. Examples water tank for dust control, flatbed for hauling equipment, and many other units. This is a very efficient option to improve our snow removal process.

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

none

### **Budgetary/Fiscal Impact**

This will come out of the 2026 capital fund and is part of our evolving capital plan. The chassis from Nuss Truck & Equipment is \$159,181.20 and the body and attachments from Towmaster is \$248,824.00 with a total cost of \$408,005.20 (State Contract Pricing)

### **Action Requested**

Approve attached quotes in the amount of \$408,005.20.

### **Attachments**

1. 4-8-24(2026MY) City of Hibbing Mack Nuss Granite 64FR TA
2. 88683 Hibbing Hook unit

Price quote for: **TANDEM AXLE CAB/CHASSIS**

Vendor Name: **Nuss Truck and Equipment**  
 Contact Person: **Dan Chipman**  
 Street Address: **2195 WEST COUNTY ROAD C2**  
 P.O. Box:  
 City, State, Zip: **ROSEVILLE, MN 55113**  
 Phone #: **612-297-6496**  
 Toll Free #: **800-704-0935**  
 Fax #: **651-635-0928**  
 Email Address: [dchipman@nussgrp.com](mailto:dchipman@nussgrp.com)

*Version of Excel used:*

| Spec # | Information Requested |
|--------|-----------------------|
|--------|-----------------------|

- 1.0**      Make & Model
- C.A. & W.B. dimension
- Front Axle Location (Set Forward, Set Back)
- Frame, Steel PSI
- Frame, Section Modulus
- Frame, Resistance to Bending Moment
- Frame overhang length
- Type of fasteners used on frame members
- Front bumper description
- Front Axle Type & Size
- Front Spring length
- Front brake size
- Front Brake chamber size
- U Joint    Make, Model & Type (1/2 round, etc.)
- Rear Axle Type & Size
- Rear brake size



Rear brake chamber size

Parking Brake Type & Model #

Front Tire Make & Size

Front Rim Size & Rating

Rear tire make & size

Rear rim size & rating

Air compressor type & size

Air dryer info

Engine type, HP & torque

Type of engine fan drive

Exhaust description

Starter motor Make & Model

Right side steering assist (Auxiliary gear, hydraulic ram or none)

Transmission Make & Model, # of Speeds

Clutch size and # of plates

Battery CCA, # of batteries, CCA of each battery

Fuel tank size, shape and material

Alternator Type & Size

Radiator Sq in & Material

Type and number of horns

Cab ride (type of mounting)

Cab size door to door, floor to ceiling

Distance of cab floor to ground

Description of seats supplied with base cab & chassis

Windshield washer nozzle location

Interior package (Low, Med or Premium)

Does unit include cruise control

How is dome light activated

Steering wheel adjustment (tilt, telescoping, etc.)

Cab grab handle locations

Storage pocket description

Cab Gauges, List

Dimmer switch location

Paint description

Cab & chassis warranty (time & mileage)

Engine warranty (time & mileage)

Transmission warranty (time & mileage)

Rear end warranty (time & mileage)

Delivery of chassis starting point

Estimated weight on front axle of base unit

Estimated weight on rear axle of base unit

2013

Answer

2025 MACK GRANITE 64FR (T) TA

210" WB, 123" CA

SET FORWARD

120,000 PSI

17.7 SM

2,120,000 RBM

62" AF

HUCK

Swept Back Steel

Mack FXL12, 12,000 lbs.

55"

16.5" x 5" Meritor "S" Cam Type Q+

24"

Meritor 17 MXL Extended Life

Mack S38R, 38,000 lbs.

Meritor"S" CAM 16.5"x7" Q+

|                                                               |
|---------------------------------------------------------------|
| 30/30                                                         |
| Haldex/Anchorlok                                              |
| 11R22.5 14 Ply Bridgestone R268                               |
| 22.5 x 8.25 7,400 lbs                                         |
| 11R22.5 14 PLY Bridgestone M726 ELA                           |
| 22.5 x 8.25 7,400 lbs                                         |
| WABCO 37.4 CFM                                                |
| WABCO System Saver 1200 Plus                                  |
| Mack MP7-345M - 325HP @1600-1800 RPM<br>1350/LB/FT Max Torque |
| Behr Fan And Electronic Modulating Viscous Fan<br>Drive       |
| Cleartech one DPF/SCR right hand under cab                    |
| Delco 39MTHD                                                  |
| None                                                          |
| Eaton Fuller FRO-14210C                                       |
| 15.5" Two Plate                                               |
| Three Mack 760/2280 CCA                                       |
| 66 Gallon Alum Sleeved D-Shaped                               |
| Delco 12V 160A (28SI Brush Type)                              |
| Aluminum Core                                                 |
| One Mack Rectangle Air                                        |
| Air Ride Cab                                                  |
| 78", 62"                                                      |
| 47"                                                           |

Driver: Mack-Air High Back (1 Chamber Air Lumbar)  
Passenger: Mack-Fixed, High Back

Mounted on Wiper Arm

Comfort Trim Package (Med)

Yes

Door & Cab Switch

Tilt & Telescoping

RH & LH Behind Door

Two Storage Compartment & Net Retainers with  
Center Mounting for CB Provisions

Air Pressure, Voltmeter, Engine Coolant  
Temperature, Engine Oil Pressure, Speedometer,  
Tachometer, Exhaust Pyrometer, and Transmission  
Oil Temperature

Turn Signal

Mack White

One Year or 100,000 Miles

Two Years or 250,000 miles

Fuller - Three years or 350,000 Miles

Mack - Five Years or 500,000 Miles

Roseville, MN 55113

8,421

8,077

# TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME

MAKE AND MODEL

This section for use when ordering

|             |                                |
|-------------|--------------------------------|
| WB          | 214"                           |
| CA          | 126" (Towmaster verified 7/25) |
| AF          | 63"                            |
| Rear Ratio  | 4.50                           |
| Cab Color   | Royal Blue (Code TBD)          |
| Wheel Color | Aluminum                       |
| Notes       | City of Hibbing, Upda          |

| Code   | Spec # | Description                                    | Qty |
|--------|--------|------------------------------------------------|-----|
| 002EO2 | 1.0    | Price for Base Unit:                           | 1   |
|        | 2.0    | <b>FRAME OPTIONS</b>                           |     |
| AOXF3X | 2.1    | Front frame extension                          | 1   |
| 12XCNX | 2.2    | Custom hole punching in frame                  |     |
| 4DXZ1X | 2.3    | Deduct for no front bumper                     |     |
| 4YAAX  | 2.4    | Frame fastener option (bolt or huck spun)      | 1   |
|        | 2.5    | <b>Frame, R.B.M., S.M., PSI, CT</b>            |     |
| MC     | 2.6    | 2,120,000 17.7 120,000 87 - 112 CA             |     |
| MC     | 2.7    | 2,120,000 17.7 120,000 113 - 133 CA            |     |
| MC     | 2.8    | 2,120,000 17.7 120,000 134 - 152 CA            |     |
| MC     | 2.9    | 2,120,000 17.7 120,000 153 - 199 CA            |     |
| MC     | 2.10   | 2,120,000 17.7 120,000 200 - 236 CA            |     |
| MC     | 2.11   | 2,470,000 20.6 120,000 87 - 112 CA             |     |
| MC     | 2.12   | 2,470,000 20.6 120,000 113 - 133 CA            |     |
| MC     | 2.13   | 2,470,000 20.6 120,000 134 - 152 CA            |     |
| MC     | 2.14   | 2,470,000 20.6 120,000 153 - 199 CA            |     |
| MC     | 2.15   | 2,470,000 20.6 120,000 200 - 236 CA            |     |
| MC     | 2.16   | 2,820,000 23.5 120,000 87 - 112 CA             |     |
| MC     | 2.17   | 2,820,000 23.5 120,000 113 - 133 CA            | 1   |
| MC     | 2.18   | 2,820,000 23.5 120,000 134 - 152 CA            |     |
| MC     | 2.19   | 2,820,000 23.5 120,000 153 - 199 CA            |     |
| MC     | 2.20   | 2,820,000 23.5 120,000 200 - 236 CA            |     |
| MC     | 2.21   | 3,160,000 26.3 120,000 87 - 112 CA             |     |
| MC     | 2.22   | 3,160,000 26.3 120,000 113 - 133 CA            |     |
| MC     | 2.23   | 3,160,000 26.3 120,000 134 - 152 CA            |     |
| MC     | 2.24   | 3,160,000 26.3 120,000 153 - 199 CA            |     |
| MC     | 2.25   | 3,160,000 26.3 120,000 200 - 236 CA            |     |
|        | 2.26   | <b>DOUBLE FRAME - PARTIAL IC REINFORCEMENT</b> |     |
| MC     | 2.27   | 3,230,000 26.9 120,000 87 - 112 CA             |     |
| MC     | 2.28   | 3,230,000 26.9 120,000 113 - 133 CA            |     |
| MC     | 2.29   | 3,230,000 26.9 120,000 134 - 152 CA            |     |



|        |      |                                             |      |         |           |    |  |
|--------|------|---------------------------------------------|------|---------|-----------|----|--|
| MC     | 2.30 | 3,230,000                                   | 26.9 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.31 | 3,230,000                                   | 26.9 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.32 | 3,580,000                                   | 29.8 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.33 | 3,580,000                                   | 29.8 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.34 | 3,580,000                                   | 29.8 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.35 | 3,580,000                                   | 29.8 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.36 | 3,580,000                                   | 29.8 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.37 | 3,920,000                                   | 32.7 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.38 | 3,920,000                                   | 32.7 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.39 | 3,920,000                                   | 32.7 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.40 | 3,920,000                                   | 32.7 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.41 | 3,920,000                                   | 32.7 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.42 | 4,260,000                                   | 35.5 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.43 | 4,260,000                                   | 35.5 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.44 | 4,260,000                                   | 35.5 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.45 | 4,260,000                                   | 35.5 | 120,000 | 154 - 199 | CA |  |
| MC     | 2.46 | 4,260,000                                   | 35.5 | 120,000 | 200 - 236 | CA |  |
|        | 2.47 | <b>DOUBLE FRAME - FULL IC REINFORCEMENT</b> |      |         |           |    |  |
| MC     | 2.48 | 3,230,000                                   | 26.9 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.49 | 3,230,000                                   | 26.9 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.50 | 3,230,000                                   | 26.9 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.51 | 3,230,000                                   | 26.9 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.52 | 3,230,000                                   | 26.9 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.53 | 3,580,000                                   | 29.8 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.54 | 3,580,000                                   | 29.8 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.55 | 3,580,000                                   | 29.8 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.56 | 3,580,000                                   | 29.8 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.57 | 3,580,000                                   | 29.8 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.58 | 3,580,000                                   | 29.8 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.59 | 3,580,000                                   | 29.8 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.60 | 3,580,000                                   | 29.8 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.61 | 3,580,000                                   | 29.8 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.62 | 3,580,000                                   | 29.8 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.63 | 3,920,000                                   | 32.7 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.64 | 3,920,000                                   | 32.7 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.65 | 3,920,000                                   | 32.7 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.66 | 3,920,000                                   | 32.7 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.67 | 3,920,000                                   | 32.7 | 120,000 | 200 - 236 | CA |  |
| MC     | 2.68 | 4,260,000                                   | 35.5 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.69 | 4,260,000                                   | 35.5 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.70 | 4,260,000                                   | 35.5 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.71 | 4,260,000                                   | 35.5 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.72 | 4,260,000                                   | 35.5 | 120,000 | 200 - 236 | CA |  |
|        | 2.73 | <b>TRIPLE FRAME - FULL IC REINFORCEMENT</b> |      |         |           |    |  |
| MC     | 2.74 | 5,688,000                                   | 47.4 | 120,000 | 87 - 112  | CA |  |
| MC     | 2.75 | 5,688,000                                   | 47.4 | 120,000 | 113 - 133 | CA |  |
| MC     | 2.76 | 5,688,000                                   | 47.4 | 120,000 | 134 - 152 | CA |  |
| MC     | 2.77 | 5,688,000                                   | 47.4 | 120,000 | 153 - 199 | CA |  |
| MC     | 2.78 | 5,688,000                                   | 47.4 | 120,000 | 200 - 236 | CA |  |
| 4DXM2X | 2.79 | Flush bright finish channel steel           |      |         |           |    |  |

|        |      |                                                                                       |   |
|--------|------|---------------------------------------------------------------------------------------|---|
| 4DXM6X | 2.80 | Extended stylized-silver-bright finish steel w/stone guard                            |   |
| 4DXN8X | 2.81 | Extended - swept back steel, bright finish with stone guard - includes center tow pin |   |
| 4DXR1X | 2.82 | Mill finish, flush mounted, unpainted aluminum                                        |   |
| 4DXN4X | 2.83 | Extended swept back channel steel (includes center tow pin) w/stone guard             |   |
| 5DXN5X | 2.84 | Extended swept back channel steel with bright finish w/painted center tow pin         |   |
| 4DXN6X | 2.85 | Extended swept back steel channel w/bright finish                                     |   |
| 4DXM9X | 2.86 | Extended swept back painted steel                                                     | 1 |
| 4DX16X | 2.87 | Flush painted steel                                                                   |   |
| 4DXP1X | 2.88 | Flush stainless clad aluminum                                                         |   |
| 5FXA1X | 2.89 | Plate type radiator guard                                                             |   |
| 5FXA2X | 2.90 | Bright finish plate type radiator guard                                               |   |
| B28018 | 2.91 | Rust Protection Between Frame Rails & Liners                                          |   |
| 281AA4 | 2.92 | BOC crossmember, steel HD back to back channel intermediate                           |   |
| 281AA6 | 2.93 | BOC & intermediate crossmember, HD I-Beam                                             |   |

### 3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

|        |      |                                                                      |   |
|--------|------|----------------------------------------------------------------------|---|
| MC     | 3.1  | Set forward front axle option                                        | 1 |
| 240AA6 | 3.2  | 12,000 front axle & matching suspension - Mack FXL12                 |   |
| 240AA7 | 3.3  | 14,600 front axle & matching suspension - Mack FXL14.6               |   |
| 240AA2 | 3.4  | 16,000 front axle and matching suspension                            |   |
| 240AA3 | 3.5  | 18,000 front axle and matching suspension - Mack FXL18               |   |
| 240AA5 | 3.6  | 20,000 front axle and matching suspension - Mack FXL20               | 1 |
| 1KAA1X | 3.7  | 23,000 front axle and matching suspension - Mack FXL23               |   |
| 1KAA1X | 3.8  | Heavy duty front axle shocks                                         | 1 |
| N/A    | 3.9  | Front stabilizer bar                                                 |   |
| N/A    | 3.10 | Right hand air bag suspension per Spec 3.7, Driver controlled        |   |
| N/A    | 3.11 | Left air bag suspension per Spec 3.7, Driver controlled              |   |
| N/A    | 3.12 | Front axle lubrication cap with slotted venthole                     |   |
| 245AB0 | 3.13 | Front brake dust shields                                             | 1 |
| YHXB1X | 3.14 | Dual front auxiliary steering gear                                   | 1 |
| YHXA1X | 3.15 | RH spring build up for wing plow application                         |   |
| MOD01D | 3.16 | LH spring build up for wing plow application                         |   |
| PK7137 | 3.17 | All wheel drive front axle                                           |   |
| 0KXB1X | 3.18 | Twin Steer Front Axle                                                |   |
| U3XA5X | 3.19 | Aluminum front hubs                                                  |   |
| MC     | 3.20 | Centerfuse outboard mounted brake drums                              |   |
| MC     | 3.21 | Multileaf front spring ILO taperleaf (2 leaf spring)                 |   |
| MC     | 3.22 | HD multileaf front spring ILO taperleaf (2 leaf spring)              |   |
| 2410L1 | 3.23 | HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)        | 1 |
| U0AB1X | 3.24 | Meritor EX+ Air Disc Brakes requires Meritor rear brakes             |   |
| U0AB8X | 3.25 | Meritor front slack adjustors - Need same slack on rear axle         |   |
| U0AA1X | 3.26 | Meritor front slack with stainless steel pins                        | 1 |
| U0AA8X | 3.27 | Haldex front slack adjustors - Need same slack adjustor on rear axle |   |
| MC     | 3.28 | Haldex front slack with stainless steel pins                         |   |

### 4.0 4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

|        |      |                                                                                                                 |   |
|--------|------|-----------------------------------------------------------------------------------------------------------------|---|
| MC     | 4.1  | 46,000# rear axle & matching suspension<br>Make & Model - Mack S462R & SS46 Mack Camelback Suspension           |   |
| MC     | 4.2  | 40,000# walking beam rear suspension and axle<br>Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400 |   |
| MC     | 4.3  | 46,000# walking beam rear suspension and axle<br>Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460   |   |
| MC     | 4.4  | 40,000# air suspension and axle<br>Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air                      |   |
| MC     | 4.5  | 46,000# air suspension and axle<br>Make & Model - Meritor RT-46-160 with Mack AL-461 Air                        |   |
| MC     | 4.6  | Dash mounted air dump system - With air ride suspension                                                         |   |
| MC     | 4.7  | Driver activated differential lock on one rear axle<br>(front axle _____ rear axle _____, check one)            |   |
| 254AB5 | 4.8  | Driver activated differential lock on both front and rear axles                                                 | 1 |
| MC     | 4.9  | Driver activated differential lock on both front and rear axles, and<br>lubrication pump and filter system      |   |
| MC     | 4.10 | Meritor MT-40-14X4D, both axles driver differential lock and pump,<br>HMX400 40,000 # walking beam suspension   |   |
| MC     | 4.11 | Meritor RT-46-160, both axles driver differential lock and pump,<br>HMX460 46,000 # walking beam suspension     |   |
| 76AB1X | 4.12 | ½ round universal joints                                                                                        | 1 |
| 195AB3 | 4.13 | Spicer 1810 HD drive line with half round universal joints                                                      | 1 |
| UEX    | 4.14 | Rear Dust Shields                                                                                               | 1 |
| 254AB7 | 4.15 | Driver activated differential lock on both front and rear axles with<br>individual switches                     |   |
| 195AB0 | 4.16 | Meritor 18 MXL extended lube                                                                                    |   |
| 195AA9 | 4.17 | Meritor 176 MXL extended lube                                                                                   |   |
| 195AB5 | 4.18 | Dana-spicer SPL170XL Lite extended lube series                                                                  |   |
| 195AB6 | 4.19 | Dana-spicer SPL250XL Lite extended lube series                                                                  |   |
| 195AB7 | 4.20 | Dana-spicer SPL250HDXL Lite extended lube series                                                                |   |
| 1950K5 | 4.21 | Dana-spicer SPL350XL Lite extended lube series                                                                  |   |
| 195025 | 4.22 | Dana-spicer SPL350HDXL Lite extended lube series                                                                |   |
| 268AB1 | 4.23 | Mack S38R 38,000# Fabricated Steel Housing                                                                      |   |
| 268AA4 | 4.24 | Mack S400R 40,000# Fabricated Steel Housing                                                                     |   |
| 268AB4 | 4.25 | Mack S402 40,000 # Cast Ductile Iron Housing                                                                    |   |
| 268AA3 | 4.26 | Mack S440 44,000# Fabricated Steel Housing                                                                      | 1 |
| 268AB6 | 4.27 | Mack S460R 46,000# Fabricated Steel Housing                                                                     |   |
| 268AA9 | 4.28 | Mack S462R 46,000# Cast Ductile Iron Housing                                                                    |   |
| 268AB3 | 4.29 | Mack S522R Cast Ductile Iron Housing                                                                            |   |
| 268AC9 | 4.30 | Meritor 40,000# MT-40-14X4C Amboid (High Entry)                                                                 |   |
| 268AD0 | 4.31 | Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)                                                                  |   |
| 268AB7 | 4.32 | Meritor 46,000# RT-46-160                                                                                       |   |
| 268AC1 | 4.33 | Meritor 46,000# RT-46-164EH                                                                                     |   |
| 1860F6 | 4.34 | Mack S38 38,000# multileaf camelback spring                                                                     |   |
| 1860G6 | 4.35 | Mack S38 38,000# multileaf camelback spring - Heavy Duty                                                        |   |
| 18603Y | 4.36 | Mack SS40 40,000# multileaf camelback spring                                                                    |   |
| 1860H6 | 4.37 | Mack SS44 44,000# multileaf camelback spring                                                                    |   |
| 1860I6 | 4.38 | Mack SS44 44,000# multileaf camelback spring - Heavy Duty                                                       | 1 |
| 1860J6 | 4.39 | Mack SS462 46,000# multileaf camelback spring                                                                   |   |
| 1860K6 | 4.40 | Mack SS462 46,000# multileaf camelback spring - Heavy Duty                                                      |   |
| 1860O6 | 4.41 | Mack SS52 52,000# multileaf camelback spring - Heavy Duty                                                       |   |
| 186AB6 | 4.42 | Mack AL-461 46,000# air ride                                                                                    |   |

|        |      |                                                                                   |   |
|--------|------|-----------------------------------------------------------------------------------|---|
| 186AC6 | 4.43 | Mack M-Ride 40 parabolic 2-leaf, 40,000#                                          |   |
| 186AG6 | 4.44 | Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty                             |   |
| 186AC7 | 4.45 | Mack M-Ride 46 parabolic 3-leaf 46,000#                                           |   |
| 186AD0 | 4.46 | Mack M-Ride 52 parabolic 3-leaf, 52,000#                                          |   |
| 186AD1 | 4.47 | Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty                            |   |
| 186AE5 | 4.48 | HMX 400 Hendrickson Haulmax rubber suspension 40,000#                             |   |
| 186AE6 | 4.49 | HMX 460 Hendrickson Haulmax rubber suspension 46,000#                             |   |
| 186AF7 | 4.50 | Chambers 46,000# High Stability W#29 CAN                                          |   |
| 186106 | 4.51 | PAX 46 High Stability Hendrickson Primaxx Air Suspension                          |   |
| 186146 | 4.52 | PAX 522 High Stability Hendrickson Primaxx Air Suspension                         |   |
| 186AF4 | 4.53 | Neway ADZ-246 air ride suspension                                                 |   |
| 186AF5 | 4.54 | Neway ADZ-252 air ride suspension                                                 |   |
| 3LAZ1X | 4.55 | Delete power divider lockout                                                      |   |
| GWXACX | 4.56 | 55" axle spacing                                                                  |   |
| ZAXA5X | 4.57 | Dual leveling valve air suspension height control                                 |   |
| 018AA7 | 4.58 | Mack CRDP1501/1511 with interwheel power divider - both axles                     |   |
| U4XA5X | 4.59 | Outboard centrifuse rear brake drums                                              |   |
| U1AA1X | 4.60 | Haldex automatic rear slack adjustor                                              |   |
| U1AA8X | 4.61 | Haldex automatic rear slack adjustor with stainless steel pins                    |   |
| U1AB1X | 4.62 | Meritor automatic rear slack adjustor                                             |   |
| U1AB8X | 4.63 | Meritor automatic rear slack adjustor with stainless steel pins                   | 1 |
| 0LX11X | 4.64 | Aluminum preset rear hubs with integrated spindle nut                             |   |
| 253AB3 | 4.65 | Air Disc Brake (17") H-Type - Require Air Disc Front Brakes                       |   |
| 253AA4 | 4.66 | Meritor rear brakes - 16.5"7" Q+                                                  | 1 |
| 253023 | 4.67 | Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields                   |   |
| 253005 | 4.68 | Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields                      |   |
| MC     | 4.69 | 10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims |   |
| MC     | 4.70 | 13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims |   |
| MC     | 4.71 | 20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims             |   |
| MC     | 4.72 | 20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims         |   |
| MC     | 4.73 | 10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims    |   |
| MC     | 4.74 | 13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims    |   |
| MC     | 4.75 | 20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims                |   |
| 9GAACX | 4.76 | 6S/6M systems sensing both rear axle wheel end sensors                            |   |
| 6MAC1X | 4.77 | Furnish Meritor wide track axle option - Need for Super Singles                   |   |

## 5.0 Fifth Wheel options

|        |     |                                                                 |  |
|--------|-----|-----------------------------------------------------------------|--|
| X6XA2X | 5.1 | Frame end tapered and open                                      |  |
| X6XB2X | 5.2 | Frame end tapered and closed                                    |  |
| 330AB7 | 5.3 | Fixed fifth wheel - Holland FW-35                               |  |
| 330AE7 | 5.4 | Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide |  |
| 330AH4 | 5.5 | Air slide fifth wheel - Holland FW35, Travel - 24" slide        |  |
| 464AA5 | 5.6 | Stainless 1/4 fenders, mounted front of tandems                 |  |

|        |      |                                                    |  |
|--------|------|----------------------------------------------------|--|
| 464AA2 | 5.7  | Plastic 1/4 fenders, mounted front of tandems      |  |
| WHX01X | 5.8  | Tractor package hookup                             |  |
| 7KXA3X | 5.9  | Behind cab deck plate                              |  |
| 330AB8 | 5.10 | Holland fixed with non-tilt 5th wheel              |  |
| 330AEF | 5.11 | Holland manual slide 5th wheel                     |  |
| 69XD3X | 5.12 | Mud flaps with brackets                            |  |
| 69XC3X | 5.13 | Betts B60 stainless steel angled mud flap brackets |  |
| 51XD1X | 5.14 | Hose tender & towel bar assembly                   |  |
| 5ZXB1X | 5.15 | Coiled trailer air hose                            |  |
| 2UAB1X | 5.16 | Coiled trailer electrical hose                     |  |
| OBS04S | 5.17 | Air Weight AW5800 onboard scales                   |  |
| 6HXBRX | 5.18 | Medium height 5th wheel ramp guide                 |  |
| 322022 | 5.19 | Trailer hook up light                              |  |

#### 6.0 TIRES/RIMS OPTIONS:

|        |      |                                                                                             |   |
|--------|------|---------------------------------------------------------------------------------------------|---|
| MC     | 6.1  | Nylon wafers or wheel guards on all wheels (10 ea.)                                         | 1 |
| MC     | 6.2  | Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)             |   |
| MC     | 6.3  | Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only |   |
| 900AS0 | 6.4  | 11R 22.5 H front tires                                                                      |   |
| 9000A0 | 6.5  | 12R 22.5 H front tires                                                                      |   |
| N/A    | 6.6  | 9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires                               |   |
| 900AC0 | 6.7  | 10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires                             | 1 |
| 900AX0 | 6.8  | 10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires                        |   |
| 9001W0 | 6.9  | 10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires                        |   |
| 901AJ6 | 6.10 | 11R 22.5 H rear tires                                                                       |   |
| 531AF0 | 6.11 | 7,300 lb. 24.5" x 8.25" steel front rims                                                    |   |
| 346AF5 | 6.12 | 7300 lb. 24.5" x 8.25" rear steel rims                                                      |   |
| 531AF0 | 6.13 | 8,000 lb. 24.5" x 8.25" steel front rims                                                    |   |
| 3460C6 | 6.14 | 8,000 lb. 24.5" x 8.25" steel rear rims                                                     |   |
| 9002Q0 | 6.15 | 11R 24.5 G front tires                                                                      |   |
| 9002R0 | 6.16 | 11R 24.5 H front tires                                                                      |   |
| 901AK7 | 6.17 | 11R 24.5 G rear tires                                                                       |   |
| 901AK7 | 6.18 | 11R 24.5 H rear tires                                                                       |   |
| NUS225 | 6.19 | Steel spare rim, size 22.5 x 8.25                                                           |   |
| NUS245 | 6.20 | Steel spare rim, size 24.5 x 8.25                                                           |   |
| NUS090 | 6.21 | Steel spare rim, size 22.5 x 9.0                                                            |   |
| NUS225 | 6.22 | Steel spare rim, size 22.5 x 12.25                                                          |   |
| 900AB0 | 6.23 | 12R22.5 H front tires                                                                       |   |
| 901AK2 | 6.24 | 12R 22.5 H rear tires                                                                       |   |
| 7FXC1X | 6.25 | Wheel lug wrench - includes handle                                                          |   |
| 5310C1 | 6.26 | Aluminum front wheel - 22.5 x 8.25                                                          |   |
| 531AI6 | 6.27 | Aluminum front wheel - 24.5 x 8.25                                                          |   |
| 5310N1 | 6.28 | Aluminum front wheel - 22.5 x 9.0                                                           | 1 |
| 531AJ0 | 6.29 | Aluminum front wheel - 22.5 x 12.25                                                         |   |
| 49AA1X | 6.30 | Polished aluminum front wheel                                                               |   |
| 49AB1X | 6.31 | Dura-bright bright finish front wheels                                                      |   |
| 346AI7 | 6.32 | Aluminum rear wheels - 22.5 x 8.25                                                          | 1 |
| 3460G6 | 6.33 | Aluminum rear wheels - 24.5 x 8.25                                                          |   |

|         |      |                                                                |  |
|---------|------|----------------------------------------------------------------|--|
| 235095  | 6.34 | Polished aluminum rear wheel all eight (8) wheels              |  |
| 2350A5  | 6.35 | Dura-bright bright finish on all eight (8) rear wheels         |  |
| 2350C5  | 6.36 | Dura-bright bright finish on all four (4) outboard rear wheels |  |
| 900AA6  | 6.37 | 11R22.5 G Michelin XZE2 front tires                            |  |
| 900AX9  | 6.38 | 11R22.5 H Bridgestone M863 front tires                         |  |
| 900166  | 6.39 | 315/80R22.5 L Michelin XZUS front tires                        |  |
| 9007766 | 6.40 | 315/80R22.5 L Continental HAU3 WT front tires                  |  |
| 900AW2  | 6.41 | 385/65R22.5 J Michelin XZY3 front tires                        |  |
| 900AW4  | 6.42 | 425/65R22.5 L Michelin XZY3 front tires                        |  |
| 9004X0  | 6.43 | 425/65R22.5 L Bridgestone M870                                 |  |
| 901601  | 6.44 | 11R22.5 G Bridgestone M713 Ecopia rear tires                   |  |
| 901090  | 6.45 | 11R22.5 G Bridgestone M760 Ecopia rear tires                   |  |
| 901BO9  | 6.46 | 11R22.5 G Michelin X Line Energy D rear tires                  |  |
| 901AJ6  | 6.47 | 11R22.5 H Bridgestone M799 rear tires                          |  |
| 90109K  | 6.48 | 11R22.5 H Bridgestone M771 rear tires                          |  |
| 901BG0  | 6.49 | 11R22.5 H Michelin XDN2 rear tires                             |  |
| 901BN1  | 6.50 | 11R22.5 H Michelin XDS2 rear tires                             |  |
| 9016U1  | 6.51 | 11R22.5 H Michelin X Works D                                   |  |
| 9016N1  | 6.52 | 11R22.5 H Michelin Multi Energy D                              |  |

#### 7.0 BRAKE SYSTEM OPTIONS:

|        |      |                                                                                 |   |
|--------|------|---------------------------------------------------------------------------------|---|
| VHXBVX | 7.1  | Wabco System Saver 1200 Plus heated air dryer                                   |   |
| UWXB1X | 7.2  | Manual cable drain valves on air tanks                                          |   |
| N/A    | 7.3  | Heated air tank                                                                 |   |
| UWXE3X | 7.4  | Auto drain valves on air tanks, heated                                          |   |
| 300AD0 | 7.5  | MGM type TR-T rear brake chambers                                               |   |
| N/A    | 7.6  | S.S. pins on slack adjuster yoke (2 ea. per yoke)<br>For all air brake chambers |   |
| N5FAJX | 7.7  | Inverted rear brake chamber mounting in lieu of regular mounting                |   |
| MC     | 7.8  | Relocate air dryer                                                              |   |
| VHXB1X | 7.9  | Bendix AD9 heated air dryer                                                     | 1 |
| VHXPBX | 7.10 | Bendix AD-IP EP heated air dryer                                                |   |
| 1130E3 | 7.11 | Wabco System Saver 1200 Twin heated air dryer                                   |   |
| UWXC1X | 7.12 | Petcock Drain Valves on brake system tanks                                      |   |
| UWXA1X | 7.13 | In Tank Auto heated drain valve                                                 | 1 |
| UWXB1X | 7.14 | Lanyard control on supply wet tank                                              |   |
| MC     | 7.15 | Lanyard control on all brake system tanks                                       |   |
| U2XA1X | 7.16 | Aluminum air reservoirs                                                         | 1 |
| U2XA2X | 7.17 | Polished aluminum air reservoirs                                                |   |
| VSXD1X | 7.18 | Increase air capacity for installation of extra axles                           |   |
| 698AA7 | 7.19 | MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch  |   |
| 698AA5 | 7.20 | Bendix ABS system with traction control 4S/4M                                   | 1 |
| H9CA1X | 7.21 | Furnish automatic traction control (ATC full disable switch)                    | 1 |
| 300AA3 | 7.22 | Haldex "Gold Seal Plus" brake chamber                                           |   |
| 300AA3 | 7.23 | Haldex "Gold Seal Plus" brake chamber (3" Stroke)                               |   |
| 300AB1 | 7.24 | Haldex "Life Seal Plus" brake chamber                                           |   |
| 300AB1 | 7.25 | Haldex "Life Seal Plus" brake chamber (3" Stroke)                               |   |
| 300AB3 | 7.26 | MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)                    |   |



|        |      |                                                                          |   |
|--------|------|--------------------------------------------------------------------------|---|
| 300AB5 | 7.27 | MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes) | 1 |
| 300AB8 | 7.28 | MGM TR3030LP3THD                                                         |   |
| 3MBC1X | 7.29 | Electric horn sound when driver door open with park brake released       |   |
| 2ZBA1X | 7.30 | Schreader valve, secondary                                               |   |
| ss     | 7.31 | Relocate all air reservoir in frame                                      |   |
| 141OF1 | 7.32 | Air reservoir in frame, one reservoir on the RH rail behind Cleartech    |   |

#### 8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

|         |      |                                                                                              |   |
|---------|------|----------------------------------------------------------------------------------------------|---|
| 1000T0  | 8.1  | Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov)<br>1350 LB-FT Torque                 |   |
| 1000U0  | 8.2  | Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov)<br>1250 LB-FT Torque                 |   |
| 1000Q0  | 8.3  | Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov)<br>1450 LB-FT Torque                 |   |
| 1000V0  | 8.4  | Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov)<br>1350 LB-FT Torque                 |   |
| 1000Z0  | 8.5  | Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov)<br>1550 LB-FT Torque                 |   |
| 1000W0  | 8.6  | Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov)<br>1550 LB-FT Torque                 | 1 |
| 100100  | 8.7  | Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov)<br>1650 LB-FT Torque                 |   |
| 100140  | 8.8  | Mack MP8-425C 425HP@1500-1900 RPM (Peak) 21000 RPM (Gov)<br>1550 LB-FT Torque                |   |
| 100450  | 8.9  | Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov)<br>1850 LB-FT Torque                 |   |
| 100490  | 8.10 | Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov)<br>1750 LB-FT Torque                 |   |
| 1004F0  | 8.11 | Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov)<br>1850 LB-FT Torque                 |   |
| DPF08F  | 8.12 | Cleartech RH Frame Rail relcoated for Twin Steer                                             |   |
| DPF0106 | 8.13 | Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC                          |   |
| 130AB6  | 8.14 | Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack<br>Turned Out            |   |
| 130AD7  | 8.15 | No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura<br>Diffuser, Turned End | 1 |
| 130AC4  | 8.16 | Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison<br>Transmission       |   |
| 130AB4  | 8.17 | Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison<br>Transmission          |   |
| 130AA9  | 8.18 | Underframe Right Side Inboard Mounted                                                        |   |
| Q0AC1X  | 8.19 | Single, Bright finish heat shield & stack                                                    |   |
| Q0AF1X  | 8.20 | Dual, Bright finish heat shield & stack                                                      |   |
| Q0AC2X  | 8.21 | Single, Bright finish heat shield, stack & elbow                                             |   |
| Q0AF2X  | 8.22 | Dual, Bright finish heat shield, stack & elbow                                               |   |

|        |      |                                                                          |   |
|--------|------|--------------------------------------------------------------------------|---|
| 8NAB1X | 8.23 | Bright finish stainless steel heat shield for frame mounted Mack Cap DPF | 1 |
| 288AC2 | 8.24 | 50 Gallon LH aluminum 22" Dia fuel tank                                  |   |
| 288AB3 | 8.25 | 66 Gallon LH aluminum 22" Dia fuel tank                                  |   |
| 288AB4 | 8.26 | 72 Gallon LH aluminum 26" Dia fuel tank                                  |   |
| 288AB6 | 8.27 | 88 Gallon LH aluminum 22" Dia fuel tank                                  |   |
| 288AB7 | 8.28 | 93 Gallon LH aluminum 26" Dia fuel tank                                  |   |
| 288AB9 | 8.29 | 116 Gallon LH aluminum 22" Dia fuel tank                                 |   |
| 288AE3 | 8.30 | 50 Gallon LH Aluminum D-Shape                                            |   |
| 288AD5 | 8.31 | 66 Gallon LH Aluminum D-Shape                                            |   |
| 288AD8 | 8.32 | 88 Gallon LH Aluminum D-Shape                                            |   |
| 288AE0 | 8.33 | 116 Gallon LH Aluminum D-Shape                                           |   |
| 288AF2 | 8.34 | 66 Gallon LH Aluminum D-Shape with Integral DEF Tank                     |   |
| 288AF3 | 8.35 | 72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank            |   |
| 288AF5 | 8.36 | 88 Gallon LH Aluminum D-Shape with Integral DEF Tank                     | 1 |
| 288AF6 | 8.37 | 93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank            |   |
| 288AF7 | 8.38 | 111 Gallon LH Aluminum D-Shape with Integral DEF Tank                    |   |
| 2880E8 | 8.39 | 111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil   |   |
| 290AC1 | 8.40 | 50 Gallon RH aluminum 22" Dia fuel tank                                  |   |
| 290AB3 | 8.41 | 66 Gallon RH aluminum 22" Dia fuel tank                                  |   |
| 290AB6 | 8.42 | 88 Gallon RH aluminum 22" Dia fuel tank                                  |   |
| 290AE1 | 8.43 | 50 Gallon RH Aluminum D-Shape                                            |   |
| 290AD4 | 8.44 | 72 Gallon RH Aluminum D-Shape                                            |   |
| 290AD7 | 8.45 | 93 Gallon RH Aluminum D-Shape                                            |   |
| 290AE1 | 8.46 | 50 Gallon RH Aluminum D-Shape                                            |   |
| 290AD3 | 8.47 | 66 Gallon RH Aluminum D-Shape                                            |   |
| 290AD6 | 8.48 | 88 Gallon RH Aluminum D-Shape                                            |   |
| 290AD8 | 8.49 | 116 Gallon RH Aluminum D-Shape                                           |   |
| R0AA1X | 8.50 | Single polished aluminum fuel tank                                       |   |
| ROAA2X | 8.51 | Dual polished aluminum fuel tank                                         |   |
| 17XAFX | 8.52 | Isolate RH fuel tank from fuel system for hyd oil                        |   |
| 12AC1X | 8.53 | Dual draw & return fuel system                                           |   |
| 852082 | 8.54 | Filter neck screen for fuel tank                                         |   |
| KFXB1X | 8.55 | Lockable fuel tank cap                                                   |   |
| U6BC1X | 8.56 | Bright finish DEF tank cover                                             |   |
| DF1001 | 8.57 | 6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank                      | 1 |
| DF10P1 | 8.58 | 8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank                      |   |
| DF10M1 | 8.59 | 11.8 Gallon 22" Left Side Frame Mounted Def Tank                         |   |
| 223AA2 | 8.60 | Bright Finish Aluminum steps & stainless steel bright finish straps      |   |
| 223AA3 | 8.61 | Bright Finish Fuel Tank Straps - Single Tank                             | 1 |
| HZXBAX | 8.62 | Flocs oil change system w/disconnecting fittings                         |   |

#### 9.0 ENGINE RELATED OPTIONS:

|     |     |                                           |   |
|-----|-----|-------------------------------------------|---|
| MC  | 9.1 | Oil fill and dipstick EZ access           | 1 |
| N/A | 9.2 | Delco 35 SI Brushless Alternator, 135 AMP |   |
| N/A | 9.3 | Delco 24 SI Alternator, 130 AMP           |   |
| N/A | 9.4 | Delco 24 SI Alternator, 145 AMP           |   |
| N/A | 9.5 | Leece-Neville Alternator, 145 AMP         |   |

|        |      |                                                                                            |   |
|--------|------|--------------------------------------------------------------------------------------------|---|
| 125045 | 9.6  | Dual element air cleaner                                                                   |   |
| 1VAADX | 9.7  | Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)               | 1 |
| MC     | 9.8  | Thumb screws for Donaldson. Single stage Air Cleaner                                       |   |
| 2930D3 | 9.9  | Fuel/water separator/heated/ Thermostatically controlled, Davco                            |   |
| 2930A3 | 9.10 | Davco 387 water separator, non heated                                                      |   |
| 293AA2 | 9.11 | Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter | 1 |
| HWXD1X | 9.12 | Coolant spin on filter/conditioner                                                         |   |
| 183AA2 | 9.13 | Front engine powered take off adapter and radiator cut out                                 |   |
| N/A    | 9.14 | Air applied fan drive, Kysor two speed K32 Duro speed fan                                  |   |
| N/A    | 9.15 | Air applied fan drive, _____ (Brand)                                                       |   |
| 118AA5 | 9.16 | Viscous fan drive - Behr Electronically modulated                                          | 1 |
| 124AB3 | 9.17 | Radiator hose package (Silicone) per Spec 12.2                                             | 1 |
| 130AB6 | 9.18 | Curved exhaust pipe end                                                                    | 1 |
| MC     | 9.19 | Fuel tank per specification 12.7                                                           |   |
| 5NXA1X | 9.20 | Engine block heater                                                                        | 1 |
| E8XH5X | 9.21 | In line fuel heater                                                                        |   |
| E8XH5X | 9.22 | In tank fuel heater                                                                        |   |
| N/A    | 9.23 | Fuel cooler                                                                                |   |
| 121AA5 | 9.24 | Radiator bug screen                                                                        | 1 |
| 110AA5 | 9.25 | Engine brake system                                                                        | 1 |
| MC     | 9.26 | Relocate air dryer                                                                         |   |
| 119AA6 | 9.27 | Extended life anti-freeze                                                                  |   |
|        | 9.28 | Starter motor options                                                                      |   |
| NCX15X | 9.29 | Delco 39MT-MXT Starter                                                                     | 1 |
| NCXD1X | 9.30 | Mitsubishi electric 105P planetary gear reduction starter                                  |   |
| MC     | 9.31 | Relocate fuel filter                                                                       |   |
| 124AA5 | 9.32 | Silicone radiator & heater hose with gate valve on each heater hose                        |   |
| 124014 | 9.33 | Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve                           |   |
| 124AB2 | 9.34 | Rubber Hose In & Out Fuel Heater, Silicone on all other lines                              |   |
| 132AB9 | 9.35 | Delco 160AMP Brush Type Alternator (28SI)                                                  |   |
| 132AB6 | 9.36 | Delco 165AMP Brushless Alternator (36SI)                                                   | 1 |
| 132AB8 | 9.37 | Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing                          |   |
| 132AF2 | 9.38 | Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing                         |   |
| 132062 | 9.39 | Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing                         |   |
| 113AA5 | 9.40 | Meritor/Wabco 636 (37.4 CFM) air compressor                                                | 1 |
| 121AA8 | 9.41 | Winterfront over radiator (-40F and up )                                                   |   |
| 121AA4 | 9.42 | Extreme Winterfront over radiator (-40F to -60F )                                          |   |
| QHXC1X | 9.43 | Corrosion resistant oil pan - Recommended for snow plow trucks                             |   |
| SSOILP | 9.44 | Stainless steel oil pan                                                                    | 1 |
| 293AA3 | 9.45 | Davco 387 heated fuel-water separator                                                      |   |
| EFXASX | 9.46 | 120V, 1000W block heater with 150W oil pan heater wired to same receptacle                 |   |
| NDXA1X | 9.47 | Electric preheater                                                                         | 1 |

|        |      |                                                                                                               |   |
|--------|------|---------------------------------------------------------------------------------------------------------------|---|
| 36AD1X | 9.48 | Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish |   |
| 416AA2 | 9.49 | Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647                                                        |   |
| 416AA2 | 9.50 | Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraulic pump                 |   |
| TYXC1X | 9.51 | Air operated PTO control - includes in cab control (RMPTO only)                                               |   |
| TYXE1X | 9.52 | PTO switch and light with wiring and piping                                                                   | 1 |
| TYXG3X | 9.53 | PTO switch and light with wiring and piping - M-Drive transmission                                            |   |

#### TRANSMISSION OPTIONS:

|        |       |                                                                                                       |   |
|--------|-------|-------------------------------------------------------------------------------------------------------|---|
| N/A    | 10.1  | 2 plate 14" ceramic clutch option for manual transmission                                             |   |
| 133AD5 | 10.2  | 2 plate 15½" ceramic clutch option for manual transmission                                            |   |
| RBXA1X | 10.3  | External grease fitting for throw out bearing                                                         |   |
| 133AD6 | 10.4  | Adjustment free option for 2 plate clutches                                                           |   |
| 7RXAEX | 10.5  | Synthetic (TranSynd) lubrication for Automatic Transmission                                           | 1 |
| 7RXB1X | 10.6  | Synthetic lubrication for manual transmission                                                         |   |
| 136AX6 | 10.7  | Allison 3000-RDS 5/6 speed push button, PTO                                                           |   |
| 136055 | 10.8  | Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder                                        |   |
| 136B06 | 10.9  | Allison 3000-EVS 6 speed push button, PTO                                                             |   |
| 136AP6 | 10.10 | Allison 4000-RDS 5 speed push button, PTO                                                             |   |
| 136AQ6 | 10.11 | Allison 4000-RDS 6 speed push button, PTO                                                             |   |
| 13605G | 10.12 | Allison 4000-RDS 6 speed push button, PTO, w/output retarder                                          |   |
| 136AU6 | 10.13 | Allison 4000-EVS 6 speed push button, PTO                                                             |   |
| 136AS6 | 10.14 | Allison 4500-RDS 6 speed push button, PTO                                                             | 1 |
| 13605I | 10.15 | Allison 4500-RDS-R 6 speed, with retarder, push button, PTO                                           |   |
| 136AW6 | 10.16 | Allison 4500-EVS 6 speed push button, PTO                                                             |   |
| 1360Y6 | 10.17 | Mack TMD12AFD-HD automated 12 speed transmission (direct drive)                                       |   |
| 1360Z6 | 10.18 | Mack TMD12AFD-HD automated 12 speed transmission (over drive)                                         |   |
| 136146 | 10.19 | Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)         |   |
| 136156 | 10.20 | Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)           |   |
| 136176 | 10.21 | Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive) |   |
| 136AD5 | 10.22 | Fuller FRO-14210C, 10 speed manual transmission, PTO                                                  |   |
| 136AD6 | 10.23 | Fuller RTO-14908LL, 10 speed manual transmission, PTO                                                 |   |
| 136AD3 | 10.24 | Fuller FRO-16210C, 10 speed manual transmission, PTO                                                  |   |
| 136AEO | 10.25 | Fuller RTO-16908LL, 10 speed manual transmission, PTO                                                 |   |
| 136AF8 | 10.26 | Fuller FRO-18210C, 10 speed manual transmission, PTO                                                  |   |
| 136AG2 | 10.27 | Fuller RTO-14909ALL, 11 speed manual transmission, PTO                                                |   |
| 136AG1 | 10.28 | Fuller RTO-16909ALL, 11 speed manual transmission, PTO                                                |   |
| 136AF9 | 10.29 | Fuller RTLO-18913A, 13 speed manual transmission, PTO                                                 |   |
| 136AG0 | 10.30 | Fuller RTLO-18918B, 18 speed manual transmission, PTO                                                 |   |
| 1UXC1X | 10.31 | Air assist clutch                                                                                     |   |
| 1UXD1X | 10.32 | Mechanical clutch cable                                                                               |   |
| 2XAA1X | 10.33 | Open grated clutch pedal                                                                              |   |
| 139049 | 10.34 | Transmission oil cooler                                                                               | 1 |

|        |       |                                                                   |   |
|--------|-------|-------------------------------------------------------------------|---|
| 83AA1X | 10.35 | Driveshaft guard for center bearing                               |   |
| 492008 | 10.36 | T-Handle shift lever for Allison - Floor mounted                  |   |
| MC     | 10.37 | Allison shift to neutral when park brake engaged                  | 1 |
| FSXWQX | 10.38 | 3rd or 4th gear hold for Allison transmission                     | 1 |
| 139019 | 10.39 | Stainless steel transmission coolant pipes                        | 1 |
| 189AA2 | 10.40 | PTO PTR-FL, Single RH (Inner)                                     |   |
| 189AA3 | 10.41 | PTO PTR-DM, Single RH, DIN 5462 (Inner)                           |   |
| 1890C9 | 10.42 | PTRD-D3, Dual RH/LH, DIN 5462 Right & Left                        |   |
| 1890E9 | 10.43 | PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left                 |   |
| 8260F6 | 10.44 | GP1-41 Parker gear pump - requires M-Drive transmission and RMPO  |   |
| 8260G6 | 10.45 | GP1-60 Parker gear pump - requires M-Drive transmission and RMPO  |   |
| 8260H6 | 10.46 | GP1-80 Parker gear pump - requires M-Drive transmission and RMPO  |   |
| 826046 | 10.47 | F1-61R Parker gear pump - requires M-Drive transmission and RMPO  |   |
| 826036 | 10.48 | F1-81R Parker gear pump - requires M-Drive transmission and RMPO  |   |
| 826056 | 10.49 | F1-101R Parker gear pump - requires M-Drive transmission and RMPO |   |

#### 11.0 ELECTRICAL OPTIONS:

|        |       |                                                                                                                                                                                                 |   |
|--------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| N/A    | 11.1  | Resettable circuit breaker electrical protection                                                                                                                                                |   |
| N/A    | 11.2  | Automatic reset circuit breakers                                                                                                                                                                |   |
| N/A    | 11.3  | Solid state circuit protection                                                                                                                                                                  |   |
| N/A    | 11.4  | Circuit box under hood or end of frame, each                                                                                                                                                    |   |
| 318AA3 | 11.5  | Battery disconnect switch off negative side                                                                                                                                                     | 1 |
| LLXC1X | 11.6  | Remote jump start terminals                                                                                                                                                                     | 1 |
| N/A    | 11.7  | Back up alarm (Preco Factory Model)                                                                                                                                                             |   |
| LSXH1X | 11.8  | OEM daytime running lights                                                                                                                                                                      | 1 |
| 316AA7 | 11.9  | 3000 CCA batteries in lieu of 1950CCA                                                                                                                                                           |   |
| 316AA6 | 11.10 | 3 each 650/1950 CCA batteries in lieu of 2 each batteries                                                                                                                                       |   |
| 393AB0 | 11.11 | Battery box aft of cab                                                                                                                                                                          |   |
| N/A    | 11.12 | Grote 44710 flasher                                                                                                                                                                             |   |
| MC     | 11.13 | Signal Stat 935 turn signal per Spec 12.6                                                                                                                                                       | 1 |
| MC     | 11.14 | Auxiliary customer access circuits                                                                                                                                                              | 1 |
| NJXA3X | 11.15 | Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.                                           | 1 |
| N/A    | 11.16 | Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.                                                                |   |
| N/A    | 11.17 | 10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab. |   |
| 136SPD | 11.18 | Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.                                                                                                    | 1 |
| 393AC4 | 11.19 | Battery box left hand rail back of fuel tank                                                                                                                                                    |   |
| N/A    | 11.20 | Battery terminal cable with tall battery terminal nuts                                                                                                                                          |   |
| 3XAA1X | 11.21 | Dash mounted indicator body/hoist up body builder lamp                                                                                                                                          |   |
| O5AGAX | 11.22 | RH/LH led work light on both side of truck                                                                                                                                                      |   |

|        |       |                                                                                                                  |   |
|--------|-------|------------------------------------------------------------------------------------------------------------------|---|
| L5XF1X | 11.23 | Polished aluminum battery box cover                                                                              |   |
| L5XL1X | 11.24 | Molded plastic with splash guard                                                                                 |   |
| L5XH1X | 11.25 | Painted steel battery box                                                                                        |   |
| L5XJ1X | 11.26 | Lockable steel battery box                                                                                       |   |
| MOXAAX | 11.27 | Battery shock pad                                                                                                |   |
| B83083 | 11.28 | Body Link w/cab floor pass thru hole/rubber boot                                                                 |   |
| B83093 | 11.29 | Body Link w/o cab floor pass thru hole/rubber boot                                                               | 1 |
| EAXB1X | 11.30 | 2 Extra dash mounted illuminated toggle switches                                                                 |   |
| EAXA2X | 11.31 | One extra dash mounted rocker switch thru battery for local installed items                                      |   |
| EAXA1X | 11.32 | One extra dash mounted rocker switch thru ignition for local installed items                                     |   |
| EAXD4X | 11.33 | Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery                |   |
| EAXAUX | 11.34 | Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator | 1 |
| 5RXA3X | 11.35 | Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)                                    |   |
| 5RXA6X | 11.36 | Ecco back-up alarm 575 constant sound level                                                                      |   |
| 5RXA5X | 11.37 | Ecco back-up alarm SA917 ambient noise sensitive                                                                 | 1 |
| 5RXA7X | 11.38 | Pollak 41-722 constant audible (mounted on rear crossmember)                                                     |   |
| NGXB1X | 11.39 | Fog lights                                                                                                       |   |
| NGXP1X | 11.40 | Fog lights provisions - includes dash control & wiring for local installation of fog lights                      |   |
| NEXD1X | 11.41 | Incandescent tail light                                                                                          |   |
| JMXC1X | 11.42 | Brake lighting on with engine brake                                                                              |   |
| NEXD2X | 11.43 | LED type tail lights                                                                                             | 1 |
| 316AA9 | 11.44 | Three Mack 925 CCA AGM Long Life Batteries                                                                       |   |
| 316AB2 | 11.45 | Four Mack 1000/4000 CCA                                                                                          |   |
| N7XC1X | 11.46 | Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights              |   |
| N7XB3X | 11.47 | (2) Roof Mounted Whelan Strobes with switch in dash                                                              |   |
| N4AA1X | 11.48 | LH roof mounted spot light                                                                                       |   |
| 5FBB1X | 11.49 | Trucklite LED side marker light                                                                                  |   |

## 12.0 CAB EXTERIOR OPTIONS:

|        |       |                                                                                                             |   |
|--------|-------|-------------------------------------------------------------------------------------------------------------|---|
| LXXD1X | 12.1  | Dual electric horns                                                                                         | 1 |
| 154AC3 | 12.2  | Air horns, dual, round, with snow shields                                                                   |   |
| 154AA3 | 12.3  | Dual rectangular air horns                                                                                  | 1 |
| 15H07H | 12.4  | Fender mirrors per Spec 12.4                                                                                | 1 |
| 152AA4 | 12.5  | Heated mirrors per Spec 12.5 -West Coast                                                                    | 1 |
| N/A    | 12.6  | Remote control for R.H. mirror & heated                                                                     |   |
| 152AC4 | 12.7  | Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror |   |
| N/A    | 12.8  | Upcharge for cab extension or larger cab                                                                    |   |
| N/A    | 12.9  | Severe duty aluminum cab option                                                                             |   |
| 944AGO | 12.10 | Dupont Highway orange paint or equal                                                                        |   |
| 924034 | 12.11 | Premium paint color option                                                                                  |   |
| 924014 | 12.12 | Imron paint option                                                                                          | 1 |
| 996AA3 | 12.13 | Imron and clear coat paint option                                                                           | 1 |



|        |       |                                                                   |   |
|--------|-------|-------------------------------------------------------------------|---|
| 950045 | 12.14 | Top of hood painted flat black                                    |   |
| MC     | 12.15 | Cab Air Ride Suspension                                           | 1 |
| MC     | 12.16 | Tilting hood per Spec 12.8                                        | 1 |
| 26XA1X | 12.17 | Butterfly option on hood                                          |   |
| N/A    | 12.18 | Transverse hood opening w/setback axle                            |   |
| N/A    | 12.19 | Front fender mounted turn signals                                 |   |
| 157027 | 12.20 | Cab visor, external, painted to match cab color                   |   |
| 2KXA1X | 12.21 | Front fender extensions                                           | 1 |
| 2HXA1X | 12.22 | Front fender mud flaps                                            | 1 |
| 148AA5 | 12.23 | Arctic winter wiper blades                                        |   |
| JQXABX | 12.24 | Optional windshield washer tank                                   | 1 |
| MC     | 12.25 | Per truck charge for all trucks, key identical                    |   |
| Q4XACX | 12.26 | RH observation prism window in door                               |   |
| N4AA1X | 12.27 | Spotlight LH, RH, or roof mounted each                            |   |
| 243043 | 12.28 | Front tow hooks                                                   | 1 |
| 6PXZ1X | 12.29 | Rear tow hooks                                                    | 1 |
| MC     | 12.30 | Per truck charge for all trucks, key identical - 4 keys           |   |
| 152AA7 | 12.31 | Remote control for dual mirrors & heated - Aerodynamic            |   |
| 152AB6 | 12.32 | Remote control for dual mirrors & heated - Aerodynamic body color |   |
| 152AC0 | 12.33 | Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated         |   |
| 148AA5 | 12.34 | Heated electric wiper blades                                      | 1 |
| 145AA5 | 12.35 | Heated windshield                                                 | 1 |
| WSXAAX | 12.36 | One piece windshield                                              |   |
| OEAA1X | 12.37 | Bright finish hood intake                                         | 1 |
| 400AA6 | 12.38 | Bright finish bars with surround grille                           | 1 |
| 512AA6 | 12.39 | Bullet type chrome marker & clearance lights                      |   |
| 312AB5 | 12.40 | Led type marker & clearance lights                                | 1 |
| 7HX10X | 12.41 | RH tool box mounted on frame rail                                 |   |
| 153AA3 | 12.42 | Heated convex mirrors                                             | 1 |
| 12AB1X | 12.43 | Electronic keyless entry                                          |   |
| 15H02H | 12.44 | Bright finish RH fender mirror                                    |   |
| 15H0GH | 12.45 | Bus style 1/4 round black finish fender mirrors                   |   |
| 157037 | 12.46 | Stainless steel exterior sun visor                                |   |
| 4UAB1X | 12.47 | Bright Finish hood latches                                        |   |
| 15H0NH | 12.48 | 10" round bright finish heated fender mirrors                     |   |
| 43X40X | 12.49 | Rect convex mirror above RH driver door window                    |   |

### 13.0 CAB INTERIOR OPTIONS:

|        |       |                                                                                             |   |
|--------|-------|---------------------------------------------------------------------------------------------|---|
|        | 13.1  | <b>Medium grade interior trim package</b>                                                   |   |
| 004014 | 13.2  | Comfort Trim Package, Steel Gray                                                            | 1 |
| 004024 | 13.3  | Comfort Trim Package, Sierra Tan                                                            |   |
|        | 13.4  | <b>Premium grade interior trim package</b>                                                  |   |
| 004034 | 13.5  | Preferred Trim Package, Steel Gray                                                          |   |
| 004044 | 13.6  | Preferred Trim Package, Sierra Tan                                                          |   |
| N6XR2X | 13.7  | Round universal gauge package                                                               | 1 |
| 146AA4 | 13.8  | Power window, passenger side                                                                | 1 |
| 146AA3 | 13.9  | Power window/both passenger and driver window                                               | 1 |
| 1740C4 | 13.10 | O.E.M factory installed, AM/FM stereo, Weather Band,                                        |   |
| 17400N | 13.11 | O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth | 1 |

|        |       |                                                                                                                  |   |
|--------|-------|------------------------------------------------------------------------------------------------------------------|---|
| 174054 | 13.12 | O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite |   |
| 174AA2 | 13.13 | Radio accommodation package includes antenna, power supply and two speakers (No radio)                           |   |
| 174094 | 13.14 | Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite                 |   |
| MAS03S | 13.15 | Navigation, requires Infotainment                                                                                |   |
| MAS04S | 13.16 | Prep-Kit for Backup Camera, requires Infotainment                                                                |   |
| MAS05S | 13.17 | Navigation & Prep-Kit for Backup Camera, requires Infotainment                                                   |   |
| 173AA4 | 13.18 | O.E.M factory installed, air conditioning                                                                        | 1 |
| MC     | 13.19 | Cab mounted non-resettable hour meter                                                                            | 1 |
| PVXZ1X | 13.20 | Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)                                      | 1 |
| N6XR2X | 13.21 | Transmission temp gauges                                                                                         | 1 |
| 3CAA1X | 13.22 | Windshield defroster fan w/switch dash mounted                                                                   |   |
| IFXC1X | 13.23 | Between seats mounted console                                                                                    |   |
| MC     | 13.24 | Transmission oil sensor (check & fill)                                                                           | 1 |
| N/A    | 13.25 | CB hot jacks dash mounted                                                                                        |   |
| N/A    | 13.26 | Tilt & telescope steering wheel                                                                                  |   |
| XRXB1X | 13.27 | Tilt steering wheel                                                                                              | 1 |
| NPXB1X | 13.28 | Self canceling turn signals                                                                                      | 1 |
| 196AAA | 13.29 | Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar                                                         |   |
| 196196 | 13.30 | Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar                                              |   |
| 1961A6 | 13.31 | Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat                                       | 1 |
| 196ABQ | 13.32 | Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension                                      |   |
| 196ACK | 13.33 | Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat      |   |
| 1961B6 | 13.34 | National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar                                            |   |
| 1961D6 | 13.35 | National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat                                     |   |
| MAPA1X | 13.36 | Drivers Seat Covering, Black Mordura                                                                             | 1 |
| MAP03P | 13.37 | Drivers Seat Covering, Blended Black & Gray Mordura                                                              |   |
| MAP04P | 13.38 | Drivers Seat Covering, Black Vinyl                                                                               |   |
| MAP03P | 13.39 | Drivers Seat Covering, Blended Black & Gray Vinyl                                                                |   |
| MAPB1X | 13.40 | Drivers Seat Covering, Vinyl                                                                                     |   |
| MAPC1X | 13.41 | Drivers Seat Covering, Vinyl/Cloth Mix                                                                           |   |
| MAPD1X | 13.42 | Drivers Seat Covering, Ultra Leather                                                                             |   |
| MPA06P | 13.43 | Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix                                                      |   |
| MAP07P | 13.44 | Drivers Seat Covering, Blended Black & Gray Ultra Leather                                                        |   |
| 1970C7 | 13.45 | Omit Riders Seat                                                                                                 |   |
| 197AA1 | 13.46 | Mack - Fixed Rider Seat, High Back                                                                               | 1 |
| 197AA2 | 13.47 | Mack - Fixed Rider Seat, High Back w/Storage Box                                                                 |   |
| 1971C7 | 13.48 | Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box                                                       |   |
| 1971J7 | 13.49 | Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box                                                            |   |
| 197AAA | 13.50 | Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar                                                          |   |
| 1971D7 | 13.51 | Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar                                               |   |

|         |       |                                                                                                                                                  |   |
|---------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1971E7  | 13.52 | Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat                                                                          |   |
| 197ABQ  | 13.53 | Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension                                                                       |   |
| 197ACk  | 13.54 | Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat                                       |   |
| 1971F7  | 13.55 | National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar                                                                             |   |
| 1971H7  | 13.56 | National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat                                                                      |   |
| MAQA1X  | 13.57 | Riders Seat Covering, Black Mordura                                                                                                              | 1 |
| MAQ04Q  | 13.58 | Riders Seat Covering, Blended Black & Gray Mordura                                                                                               |   |
| MAQ05Q  | 13.59 | Riders Seat Covering, Black Vinyl                                                                                                                |   |
| MAQB1X  | 13.60 | Riders Seat Covering, Vinyl                                                                                                                      |   |
| MAQC1X  | 13.61 | Riders Seat Covering, Vinyl/Cloth Mix                                                                                                            |   |
| MAQD1X  | 13.62 | Riders Seat Covering, Ultra Leather                                                                                                              |   |
| MAQ07Q  | 13.63 | Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix                                                                                       |   |
| MAQ07Q  | 13.64 | Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix                                                                                       |   |
| MAQ08Q  | 13.65 | Riders Seat Covering, Blended Black & Gray Ultra Leather                                                                                         |   |
| 3PXA1X  | 13.66 | Inboard mounted driver arm rest                                                                                                                  | 1 |
| 3PXC1X  | 13.67 | Inboard mounted driver & rider arm rest                                                                                                          |   |
| 3PXZ1X  | 13.68 | Without Drivers or Riders Armrest                                                                                                                |   |
| 0HAB1X  | 13.69 | Driver seat dust cover                                                                                                                           | 1 |
| 0HAA1X  | 13.70 | Passenger seat dust cover - Not Available with fix passenger seat                                                                                |   |
| 5920E2  | 13.71 | Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color                                                                            |   |
| 5920I2  | 13.72 | Orange driver & rider seat belt                                                                                                                  |   |
| 2QAB1X  | 13.73 | Push button type starter                                                                                                                         |   |
| C0J0022 | 13.74 | Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring | 1 |
| PFXB1X  | 13.75 | Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors                                                      |   |
| 786046  | 13.76 | 5lb fire extinguisher between driver seat base and door with valve aimed rearward                                                                | 1 |
| 784034  | 13.77 | Reflector kit parallel to inside of rider base seat                                                                                              | 1 |
| 784044  | 13.78 | Reflector kit mounted parallel & centered agaisnt BOC                                                                                            |   |
| 173AA6  | 13.79 | Blend air HVAC with ATC temp regulation & APADS                                                                                                  |   |
| I6AA1X  | 13.80 | Cab cleanout - includes in cab pneumatic line                                                                                                    |   |
| 3JAA1X  | 13.81 | Cobra 29LTD Classc CB radio                                                                                                                      |   |
| 3JAA3X  | 13.82 | Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic                                                                                                     |   |
| 73AC1X  | 13.83 | 48" Radio antenna right side mirror mounted                                                                                                      | 1 |
| 5BxB5X  | 13.84 | 48"CB Antenna left side mirror mounted                                                                                                           | 1 |
| 1WAC1X  | 13.85 | CB Binding Posts in Overhead Console                                                                                                             | 1 |
| 5JXAKX  | 13.86 | CB Mounting in Overhead Console                                                                                                                  | 1 |
| 0LAA1X  | 13.87 | Auto shutoff for radio when truck is in reverse                                                                                                  |   |
| CCXZ1X  | 13.88 | Without Secondary Gauge Pckage                                                                                                                   |   |
| CCXG1X  | 13.89 | Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges                                                     | 1 |
| CCXF1X  | 13.90 | Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges                                             |   |

|        |       |                                                                                                            |   |
|--------|-------|------------------------------------------------------------------------------------------------------------|---|
| CCXD1X | 13.91 | Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges          |   |
| CCXE1X | 13.92 | Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges |   |
| E1AAAX | 13.93 | Rear Axle temperature gauge                                                                                | 1 |
| I0XAJX | 13.94 | Red floor lighting w/switch plus (4) door lamps w/switches                                                 |   |
| IFXC1X | 13.95 | Interior storage console mounted on floor between seats w/12 volt power outlet                             |   |
| IFXD1X | 13.96 | Bodybuilder interior console mounted to floor between seats                                                |   |

#### 14.0 MN/DOT OPTIONS:

|        |       |                                                                                      |  |
|--------|-------|--------------------------------------------------------------------------------------|--|
|        | 14.1  | Additional warranty coverage per spec 12.9                                           |  |
| M510Z1 | 14.2  | Engine Plan 2 60 months 250,000 miles                                                |  |
| M51131 | 14.3  | Engine Plan 2 72 months 250,000 miles                                                |  |
| M51141 | 14.4  | Engine Plan 2 84 months 250,000 miles                                                |  |
| M511B1 | 14.5  | Engine Plan 2 60 months 250,000 miles - HP over 460 horses                           |  |
| M511F1 | 14.6  | Engine Plan 2 72 months 250,000 miles - HP over 460 horses                           |  |
| 511G1  | 14.7  | Engine Plan 2 84 months 250,000 miles - HP over 460 horses                           |  |
| M53083 | 14.80 | Engine after-treatment systems (EATS) 60 months 250,000 miles                        |  |
| M530Y3 | 14.90 | Engine after-treatment systems (EATS) 72 months 250,000 miles                        |  |
| M531O3 | 14.10 | Engine after-treatment systems (EATS) 84 months 250,000 miles                        |  |
| M53083 | 14.11 | Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses   |  |
| M530Y3 | 14.12 | Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses   |  |
| M531O3 | 14.13 | Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses   |  |
| M54174 | 14.14 | M-Drive HD Transmission 48 months 500,000 miles                                      |  |
| M54184 | 14.15 | M-Drive HD Transmission 60 months 500,000 miles                                      |  |
| N/A    | 14.15 | Allison 60 month unlimited mileage Extended Warranty                                 |  |
| M560A6 | 14.16 | HVAC (Air Conditioning) 60 months                                                    |  |
| M59089 | 14.17 | Starter 60 months 300,000 miles                                                      |  |
| M60080 | 14.18 | Alternator 60 months 300,000 miles                                                   |  |
| M61071 | 14.19 | Starter & Alternator 60 months 300,000 miles                                         |  |
|        | 14.20 | Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area. |  |
|        | 14.21 | Pilot inspection meeting (per person).                                               |  |

#### 15.0 TRAILER TOW OPTIONS:

|        |      |                                                                                                                   |   |
|--------|------|-------------------------------------------------------------------------------------------------------------------|---|
| WHXQ2X | 15.1 | Trailer tow package extended to rear of frame                                                                     | 1 |
| WHXG6X | 15.2 | Trailer package extend to rear of frame per Spec 12.12                                                            |   |
| 321031 | 15.3 | Single 7 pin SAE type, end of frame                                                                               | 1 |
| 3210M1 | 15.4 | Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes |   |
| WGXA1X | 15.5 | Hand control valve for trailer brakes                                                                             | 1 |

#### 16.0 MANUALS / TRADE-IN INTEREST FEE:

|  |      |                                                                                                                                                                                   |  |
|--|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | 16.1 | Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month. |  |
|  | 16.3 | Manuals in print form, parts repair and service, per set                                                                                                                          |  |

|  |      |                                                            |   |
|--|------|------------------------------------------------------------|---|
|  | 16.4 | Premium Tech Tool                                          |   |
|  | 17.0 | <b>Delivery Charges:</b>                                   |   |
|  |      | Price per loaded mile Starting Point                       |   |
|  | 17.1 | Roseville, MN 55113                                        |   |
|  | 18.0 | <b>Maintenance/ Body Shop Labor rates</b>                  |   |
|  | 18.1 | Rate for Initial Inspection/Diagnostoce                    |   |
|  | 18.2 | Rate for Mechanical Work                                   |   |
|  | 18.3 | Rate for Body Work                                         |   |
|  | 19.0 | <b>Quantity Discounts:</b>                                 |   |
|  | 20   | <b>Next Model Year Upcharges</b>                           | 1 |
|  |      | Enter the following Production Model Year here >>>>>>>>    |   |
|  | 20.1 | Percentage Upcharge for the following Model Year Base Unit | 1 |
|  | 20.2 | Percentage Upcharge for the following Model Year Options   | 1 |







## NUSS TRUCK & EQUIPMENT

2025 MACK GRANITE 64FR (T) TA

Grand Total \$ 159,181.20

ated 4.8.24(NUSS2023000480D865)

| 2025 Price    | Subtotal      |
|---------------|---------------|
| \$ 118,990.00 | \$ 118,990.00 |

|             |             |
|-------------|-------------|
| \$ 1,210.00 | \$ 1,210.00 |
| \$ 100.00   | \$ -        |
| \$ (65.00)  | \$ -        |
| STD         |             |
| \$ (64.00)  | \$ -        |
| STD         |             |
| \$ 107.00   | \$ -        |
| \$ 406.00   | \$ -        |
| \$ 482.00   | \$ -        |
| \$ 176.00   | \$ -        |
| \$ 240.00   | \$ -        |
| \$ 347.00   | \$ -        |
| \$ 646.00   | \$ -        |
| \$ 722.00   | \$ -        |
| \$ 521.00   | \$ -        |
| \$ 585.00   | \$ 585.00   |
| \$ 692.00   | \$ -        |
| \$ 991.00   | \$ -        |
| \$ 1,067.00 | \$ -        |
| \$ 744.00   | \$ -        |
| \$ 808.00   | \$ -        |
| \$ 915.00   | \$ -        |
| \$ 1,214.00 | \$ -        |
| \$ 1,290.00 | \$ -        |
|             |             |
| \$ 801.00   | \$ -        |
| \$ 865.00   | \$ -        |
| \$ 972.00   | \$ -        |

|             |      |
|-------------|------|
| \$ 1,214.00 | \$ - |
| \$ 1,290.00 | \$ - |
| \$ 1,041.00 | \$ - |
| \$ 1,105.00 | \$ - |
| \$ 1,212.00 | \$ - |
| \$ 1,511.00 | \$ - |
| \$ 1,587.00 | \$ - |
| \$ 1,376.00 | \$ - |
| \$ 1,450.00 | \$ - |
| \$ 1,657.00 | \$ - |
| \$ 1,856.00 | \$ - |
| \$ 1,932.00 | \$ - |
| \$ 1,832.00 | \$ - |
| \$ 1,673.00 | \$ - |
| \$ 2,003.00 | \$ - |
| \$ 2,301.00 | \$ - |
| \$ 2,384.00 | \$ - |
|             |      |
| \$ 1,001.00 | \$ - |
| \$ 1,065.00 | \$ - |
| \$ 1,172.00 | \$ - |
| \$ 1,414.00 | \$ - |
| \$ 1,490.00 | \$ - |
| \$ 1,241.00 | \$ - |
| \$ 1,305.00 | \$ - |
| \$ 1,412.00 | \$ - |
| \$ 1,711.00 | \$ - |
| \$ 1,787.00 | \$ - |
| \$ 1,576.00 | \$ - |
| \$ 1,650.00 | \$ - |
| \$ 1,857.00 | \$ - |
| \$ 2,056.00 | \$ - |
| \$ 1,787.00 | \$ - |
| \$ 1,576.00 | \$ - |
| \$ 1,650.00 | \$ - |
| \$ 1,857.00 | \$ - |
| \$ 2,056.00 | \$ - |
| \$ 2,132.00 | \$ - |
| \$ 2,032.00 | \$ - |
| \$ 1,873.00 | \$ - |
| \$ 2,203.00 | \$ - |
| \$ 2,501.00 | \$ - |
| \$ 2,584.00 | \$ - |
|             |      |
| \$ 4,960.00 | \$ - |
| \$ 5,024.00 | \$ - |
| \$ 5,131.00 | \$ - |
| \$ 5,430.00 | \$ - |
| \$ 5,506.00 | \$ - |
| \$ 113.00   | \$ - |

|             |      |
|-------------|------|
| \$ 1,495.00 | \$ - |
| \$ 1,139.00 | \$ - |
| \$ 68.00    | \$ - |
| \$ 805.00   | \$ - |
| \$ 620.00   | \$ - |
| \$ 258.00   | \$ - |
| STD         |      |
| \$ (15.00)  | \$ - |
| \$ 143.00   | \$ - |
| \$ 105.00   | \$ - |
| \$ 258.00   | \$ - |
| \$ 633.00   | \$ - |
| \$ 129.00   | \$ - |
| \$ 211.00   | \$ - |

|              |             |
|--------------|-------------|
| STD          |             |
| STD          |             |
| \$ 771.00    | \$ -        |
| \$ 999.00    | \$ -        |
| \$ 1,361.00  | \$ -        |
| \$ 2,147.00  | \$ 2,147.00 |
| \$ 2,448.00  | \$ -        |
| STD          |             |
| No Bid       |             |
| No Bid       |             |
| No Bid       |             |
| No Bid       |             |
| \$ 22.00     | \$ 22.00    |
| \$ 661.00    | \$ 661.00   |
| \$ 91.00     | \$ -        |
| \$ 91.00     | \$ -        |
| \$ 43,000.00 | \$ -        |
| \$ 18,500.00 | \$ -        |
| \$ 103.00    | \$ -        |
| \$ 252.00    | \$ -        |
| \$ 35.00     | \$ -        |
| \$ 65.00     | \$ -        |
| \$ 65.00     | \$ 65.00    |
| \$ 653.00    | \$ -        |
| \$ 1.00      | \$ -        |
| \$ 58.00     | \$ 58.00    |
| STD          |             |
| \$ 67.00     | \$ -        |

|             |             |
|-------------|-------------|
| \$ 2,300.00 | \$ -        |
| \$ 1,286.00 | \$ -        |
| \$ 2,956.00 | \$ -        |
| \$ 1,105.00 | \$ -        |
| \$ 2,679.00 | \$ -        |
| \$ 14.00    | \$ -        |
| \$ 562.00   | \$ -        |
| \$ 1,125.00 | \$ 1,125.00 |
| \$ 1,407.00 | \$ -        |
| \$ 2,693.00 | \$ -        |
| \$ 4,363.00 | \$ -        |
| STD         |             |
| \$ 140.00   | \$ 140.00   |
| \$ 39.00    | \$ 39.00    |
| \$ 1,283.00 | \$ -        |
| \$ 39.00    | \$ -        |
| \$ 38.00    | \$ -        |
| \$ 361.00   | \$ -        |
| \$ 493.00   | \$ -        |
| \$ 502.00   | \$ -        |
| \$ 1,007.00 | \$ -        |
| \$ 1,262.00 | \$ -        |
| STD         |             |
| \$ 435.00   | \$ -        |
| \$ 473.00   | \$ -        |
| \$ 1,485.00 | \$ 1,485.00 |
| \$ 1,916.00 | \$ -        |
| \$ 1,954.00 | \$ -        |
| \$ 3,460.00 | \$ -        |
| \$ 55.00    | \$ -        |
| \$ 55.00    | \$ -        |
| \$ 1,629.00 | \$ -        |
| \$ 1,689.00 | \$ -        |
| STD         |             |
| \$ 15.00    | \$ -        |
| \$ 186.00   | \$ -        |
| \$ 235.00   | \$ -        |
| \$ 255.00   | \$ 255.00   |
| \$ 346.00   | \$ -        |
| \$ 415.00   | \$ -        |
| \$ 1,292.00 | \$ -        |
| \$ 1,050.00 | \$ -        |

|              |           |
|--------------|-----------|
| \$ 648.00    | \$ -      |
| \$ 1,112.00  | \$ -      |
| \$ 909.00    | \$ -      |
| \$ 1,685.00  | \$ -      |
| \$ 1,773.00  | \$ -      |
| \$ 1,231.00  | \$ -      |
| \$ 1,385.00  | \$ -      |
| \$ 3,736.00  | \$ -      |
| \$ 2,968.00  | \$ -      |
| \$ 3,023.00  | \$ -      |
| \$ 2,968.00  | \$ -      |
| \$ 3,786.00  | \$ -      |
| \$ (153.00)  | \$ -      |
| \$ 142.00    | \$ -      |
| \$ 174.00    | \$ -      |
| \$ 3,182.00  | \$ -      |
| \$ 240.00    | \$ -      |
| STD          |           |
| \$ 267.00    | \$ -      |
| \$ 1.00      | \$ -      |
| \$ 267.00    | \$ 267.00 |
| \$ 42.00     | \$ -      |
| \$ 2,690.00  | \$ -      |
| STD          |           |
| \$ 291.00    | \$ -      |
| \$ 213.00    | \$ -      |
| \$ 11,326.00 | \$ -      |
| \$ 9,791.00  | \$ -      |
| \$ 12,635.00 | \$ -      |
| \$ 11,950.00 | \$ -      |
| \$ 11,826.00 | \$ -      |
| \$ 11,255.00 | \$ -      |
| \$ 14,901.00 | \$ -      |
| \$ 440.00    | \$ -      |
| \$ 1,200.00  | \$ -      |

|           |      |
|-----------|------|
| \$ 12.00  | \$ - |
| \$ 30.00  | \$ - |
| \$ 684.00 | \$ - |
| \$ 562.00 | \$ - |
| \$ 986.00 | \$ - |
| \$ 127.00 | \$ - |



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|-------------|------|
| \$ 110.00   | \$ - |
| \$ 297.00   | \$ - |
| \$ 681.00   | \$ - |
| \$ 1,385.00 | \$ - |
| \$ 537.00   | \$ - |
| \$ 115.00   | \$ - |
| \$ 161.00   | \$ - |
| \$ 58.00    | \$ - |
| \$ 39.00    | \$ - |
| \$ 44.00    | \$ - |
| \$ 1,118.00 | \$ - |
| \$ 228.00   | \$ - |
| \$ 74.00    | \$ - |

|             |           |
|-------------|-----------|
| \$ 51.00    | \$ 51.00  |
| STD         |           |
| \$ 16.00    | \$ -      |
| \$ 142.00   | \$ -      |
| \$ 376.00   | \$ -      |
| No Bid      |           |
| \$ 569.00   | \$ 569.00 |
| \$ 609.00   | \$ -      |
| \$ 669.00   | \$ -      |
| \$ 656.00   | \$ -      |
| \$ 5.00     | \$ -      |
| \$ 44.00    | \$ -      |
| \$ 10.00    | \$ -      |
| \$ 164.00   | \$ -      |
| \$ 136.00   | \$ -      |
| \$ 166.00   | \$ -      |
| \$ 164.00   | \$ -      |
| \$ 501.00   | \$ -      |
| \$ 572.00   | \$ -      |
| \$ 660.00   | \$ -      |
| \$ 878.00   | \$ -      |
| \$ 720.00   | \$ -      |
| \$ 618.00   | \$ -      |
| \$ 2,137.00 | \$ -      |
| \$ 48.00    | \$ -      |
| \$ 246.00   | \$ -      |
| \$ 342.00   | \$ -      |
| \$ 475.00   | \$ 475.00 |
| \$ 387.00   | \$ -      |
| \$ 48.00    | \$ -      |
| \$ 248.00   | \$ -      |
| \$ 960.00   | \$ 960.00 |
| \$ 1,120.00 | \$ -      |

|             |      |
|-------------|------|
| \$ 320.00   | \$ - |
| \$ 1,410.00 | \$ - |
| \$ 705.00   | \$ - |
| \$ 378.00   | \$ - |
| \$ 596.00   | \$ - |
| \$ 532.00   | \$ - |
| \$ 415.00   | \$ - |
| \$ 284.00   | \$ - |
| \$ 366.00   | \$ - |
| \$ 148.00   | \$ - |
| \$ (320.00) | \$ - |
| \$ (480.00) | \$ - |
| \$ 605.00   | \$ - |
| \$ 220.00   | \$ - |
| \$ 345.00   | \$ - |
| \$ 1,510.00 | \$ - |
| \$ 2,292.00 | \$ - |
| \$ 2,165.00 | \$ - |
| \$ 818.00   | \$ - |

|           |           |
|-----------|-----------|
| STD       |           |
| \$ 27.00  | \$ -      |
| No Bid    |           |
| \$ 48.00  | \$ -      |
| \$ 48.00  | \$ -      |
| No Bid    |           |
| \$ -      | \$ -      |
| \$ 272.00 | \$ -      |
| \$ 105.00 | \$ 105.00 |
| \$ 320.00 | \$ -      |
| \$ 683.00 | \$ -      |
| STD       |           |
| \$ 42.00  | \$ 42.00  |
| \$ 16.00  | \$ -      |
| \$ 36.00  | \$ -      |
| \$ 223.00 | \$ 223.00 |
| \$ 292.00 | \$ -      |
| \$ 298.00 | \$ -      |
| \$ 780.00 | \$ -      |
| STD       |           |
| \$ 105.00 | \$ 105.00 |
| STD       |           |
| \$ 32.00  | \$ -      |
| \$ 53.00  | \$ -      |
| \$ 73.00  | \$ -      |
| \$ 40.00  | \$ -      |

|           |          |
|-----------|----------|
| \$ 40.00  | \$ 40.00 |
| \$ 46.00  | \$ -     |
| \$ 67.00  | \$ -     |
| \$ 47.00  | \$ -     |
| \$ 58.00  | \$ -     |
| \$ 112.00 | \$ -     |

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|-------------|-------------|
| STD         |             |
| \$ 296.00   | \$ -        |
| \$ 575.00   | \$ -        |
| \$ 840.00   | \$ -        |
| \$ 1,302.00 | \$ -        |
| \$ 2,060.00 | \$ 2,060.00 |
| \$ 1,960.00 | \$ -        |
| \$ 2,230.00 | \$ -        |
| \$ 2,759.00 | \$ -        |
| \$ 2,994.00 | \$ -        |
| \$ 4,077.00 | \$ -        |
| \$ 3,545.00 | \$ -        |
| \$ 3,848.00 | \$ -        |
| STD         |             |
| \$ 291.00   | \$ 291.00   |
| \$ 1,269.00 | \$ -        |
| \$ 2,755.00 | \$ -        |
| \$ 110.00   | \$ -        |
| \$ 75.00    | \$ -        |
| \$ 150.00   | \$ -        |
| \$ 189.00   | \$ -        |
| \$ 400.00   | \$ -        |

|             |           |
|-------------|-----------|
| \$ 198.00   | \$ 198.00 |
| \$ (300.00) | \$ -      |
| \$ (248.00) | \$ -      |
| \$ (180.00) | \$ -      |
| \$ (177.00) | \$ -      |
| \$ (100.00) | \$ -      |
| \$ (86.00)  | \$ -      |
| \$ (260.00) | \$ -      |
| \$ (208.00) | \$ -      |
| \$ (125.00) | \$ -      |
| \$ (15.00)  | \$ -      |
| STD         |           |
| \$ 17.00    | \$ -      |
| \$ 184.00   | \$ 184.00 |
| \$ 260.00   | \$ -      |
| \$ 450.00   | \$ -      |
| \$ 839.00   | \$ -      |
| \$ 288.00   | \$ -      |
| \$ 357.00   | \$ -      |
| \$ 452.00   | \$ -      |
| \$ 340.00   | \$ -      |
| \$ 449.00   | \$ -      |
| \$ 553.00   | \$ -      |
| \$ 331.00   | \$ -      |
| \$ 410.00   | \$ -      |
| \$ 520.00   | \$ -      |
| \$ 1,016.00 | \$ -      |
| \$ 206.00   | \$ -      |
| \$ 412.00   | \$ -      |
| \$ 30.00    | \$ -      |
| \$ 82.00    | \$ -      |
| \$ 81.00    | \$ -      |
| \$ 35.00    | \$ -      |
| \$ 33.00    | \$ -      |
| STD         |           |
| \$ 22.00    | \$ -      |
| \$ 48.00    | \$ -      |
| \$ 146.00   | \$ -      |
| \$ 32.00    | \$ 32.00  |
| \$ 133.00   | \$ -      |

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|--------|--|
| STD    |  |
| No Bid |  |
| No Bid |  |
| No Bid |  |
| No Bid |  |

|             |             |
|-------------|-------------|
| STD         |             |
| \$ 329.00   | \$ 329.00   |
| STD         |             |
| \$ 522.00   | \$ -        |
| \$ 156.00   | \$ -        |
| STD         |             |
| \$ 55.00    | \$ -        |
| \$ 119.00   | \$ -        |
| No Bid      |             |
| No Bid      |             |
| STD         |             |
| \$ 279.00   | \$ 279.00   |
| STD         |             |
| STD         |             |
| \$ 473.00   | \$ -        |
| \$ 407.00   | \$ -        |
| No Bid      |             |
| STD         |             |
| STD         |             |
| \$ 272.00   | \$ -        |
| \$ 55.00    | \$ -        |
| STD         |             |
| \$ 53.00    | \$ -        |
| \$ 297.00   | \$ -        |
| \$ 233.00   | \$ -        |
| \$ 92.00    | \$ -        |
| \$ 221.00   | \$ -        |
| STD         |             |
| \$ 206.00   | \$ 206.00   |
| \$ 235.00   | \$ -        |
| \$ 516.00   | \$ -        |
| \$ 894.00   | \$ -        |
| STD         |             |
| \$ 113.00   | \$ -        |
| \$ 214.00   | \$ -        |
| \$ 147.00   | \$ -        |
| \$ 2,435.00 | \$ 2,435.00 |
| \$ 437.00   | \$ -        |
| \$ 137.00   | \$ -        |
| \$ 62.00    | \$ 62.00    |

|             |           |
|-------------|-----------|
| \$ 27.00    | \$ -      |
| \$ 2,115.00 | \$ -      |
| \$ 2,115.00 | \$ -      |
| \$ 118.00   | \$ -      |
| \$ 181.00   | \$ 181.00 |
| \$ 181.00   | \$ -      |

|              |              |
|--------------|--------------|
| No Bid       |              |
| STD          |              |
| STD          |              |
| \$ 55.00     | \$ -         |
| \$ 351.00    | \$ 351.00    |
| STD          |              |
| \$ 7,386.00  | \$ -         |
| \$ 9,783.00  | \$ -         |
| \$ 9,625.00  | \$ -         |
| \$ 13,751.00 | \$ -         |
| \$ 13,751.00 | \$ -         |
| \$ 19,959.00 | \$ -         |
| \$ 14,972.00 | \$ -         |
| \$ 14,772.00 | \$ 14,772.00 |
| \$ 21,226.00 | \$ -         |
| \$ 16,251.00 | \$ -         |
| \$ 3,718.00  | \$ -         |
| \$ 3,718.00  | \$ -         |
| \$ 7,438.00  | \$ -         |
| \$ 7,438.00  | \$ -         |
| \$ 7,839.00  | \$ -         |
| STD          |              |
| \$ 855.00    | \$ -         |
| \$ 1,298.00  | \$ -         |
| \$ 1,585.00  | \$ -         |
| \$ 1,614.00  | \$ -         |
| \$ 1,390.00  | \$ -         |
| \$ 2,102.00  | \$ -         |
| \$ 2,848.00  | \$ -         |
| \$ 3,407.00  | \$ -         |
| \$ 387.00    | \$ -         |
| \$ 160.00    | \$ -         |
| \$ 16.00     | \$ -         |
| STD          |              |

|             |           |
|-------------|-----------|
| \$ 32.00    | \$ -      |
| \$ 327.00   | \$ -      |
| STD         |           |
| \$ 150.00   | \$ 150.00 |
| \$ 175.00   | \$ 175.00 |
| \$ 1,763.00 | \$ -      |
| \$ 1,040.00 | \$ -      |
| \$ 1,764.00 | \$ -      |
| \$ 1,821.00 | \$ -      |
| \$ 505.00   | \$ -      |
| \$ 637.00   | \$ -      |
| \$ 684.00   | \$ -      |
| \$ 740.00   | \$ -      |
| \$ 825.00   | \$ -      |
| \$ 997.00   | \$ -      |

|           |           |
|-----------|-----------|
| No Bid    |           |
| No Bid    |           |
| No Bid    |           |
| No Bid    |           |
| \$ 113.00 | \$ 113.00 |
| \$ 128.00 | \$ 128.00 |
| No Bid    |           |
| STD       |           |
| \$ 66.00  | \$ -      |
| STD       |           |
| \$ 46.00  | \$ -      |
| No Bid    |           |
| STD       |           |
| STD       |           |
| \$ 80.00  | \$ 80.00  |
| No Bid    |           |
| No Bid    |           |
| \$ 20.00  | \$ 20.00  |
| \$ 216.00 | \$ -      |
| No Bid    |           |
| \$ 71.00  | \$ -      |
| \$ 132.00 | \$ -      |



|             |           |
|-------------|-----------|
| \$ 60.00    | \$ -      |
| \$ 34.00    | \$ -      |
| No Bid      |           |
| \$ 69.00    | \$ -      |
| \$ 4.00     | \$ -      |
| STD         |           |
| \$ 225.00   | \$ 225.00 |
| \$ 17.00    | \$ -      |
| \$ 10.00    | \$ -      |
| \$ 10.00    | \$ -      |
| \$ 128.00   | \$ -      |
| \$ 275.00   | \$ 275.00 |
| \$ 114.00   | \$ -      |
| \$ 85.00    | \$ -      |
| \$ 114.00   | \$ 114.00 |
| \$ 94.00    | \$ -      |
| \$ 107.00   | \$ -      |
| \$ 14.00    | \$ -      |
| STD         |           |
| \$ 94.00    | \$ -      |
| \$ 230.00   | \$ 230.00 |
| \$ 263.00   | \$ -      |
| \$ 188.00   | \$ -      |
| \$ 36.00    | \$ -      |
| \$ 1,892.00 | \$ -      |
| \$ 344.00   | \$ -      |
| \$ 119.00   | \$ -      |

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|-----------|-----------|
| STD       |           |
| \$ 109.00 | \$ -      |
| \$ 83.00  | \$ 83.00  |
| \$ 153.00 | \$ 153.00 |
| \$ 119.00 | \$ 119.00 |
| No Bid    |           |
| \$ 488.00 | \$ -      |
| No Bid    |           |
| No Bid    |           |
| \$ 31.00  | \$ -      |
| \$ 233.00 | \$ -      |
| STD       |           |
| STD       |           |

|           |           |
|-----------|-----------|
| \$ 706.00 | \$ -      |
| STD       |           |
| STD       |           |
| \$ 413.00 | \$ -      |
| No Bid    |           |
| No Bid    |           |
| \$ 212.00 | \$ -      |
| \$ 105.00 | \$ 105.00 |
| STD       |           |
| \$ 22.00  | \$ -      |
| \$ 31.00  | \$ 31.00  |
| \$ 43.00  | \$ -      |
| \$ 32.00  | \$ -      |
| \$ 71.00  | \$ -      |
| STD       |           |
| \$ 25.00  | \$ 25.00  |
| \$ 39.00  | \$ -      |
| \$ 191.00 | \$ -      |
| \$ 151.00 | \$ -      |
| \$ 581.00 | \$ -      |
| \$ 157.00 | \$ 157.00 |
| \$ 425.00 | \$ 425.00 |
| \$ 97.00  | \$ -      |
| STD       |           |
| \$ 86.00  | \$ 86.00  |
| \$ 75.00  | \$ -      |
| \$ 75.00  | \$ 75.00  |
| \$ 256.00 | \$ -      |
| \$ 39.00  | \$ 39.00  |
| \$ 151.00 | \$ -      |
| \$ 77.00  | \$ -      |
| \$ 222.00 | \$ -      |
| \$ 288.00 | \$ -      |
| \$ 89.00  | \$ -      |
| \$ 272.00 | \$ -      |
| \$ 27.00  | \$ -      |

|            |           |
|------------|-----------|
|            |           |
| \$ 292.00  | \$ 292.00 |
| \$ 292.00  | \$ -      |
|            |           |
| \$ 762.00  | \$ -      |
| \$ 762.00  | \$ -      |
| STD        |           |
| STD        |           |
| STD        |           |
| \$ (28.00) | \$ -      |
| STD        |           |

|             |           |
|-------------|-----------|
| \$ 181.00   | \$ -      |
| \$ (127.00) | \$ -      |
| \$ 1,036.00 | \$ -      |
| \$ 770.00   | \$ -      |
| \$ 146.00   | \$ -      |
| \$ 919.00   | \$ -      |
| STD         |           |
| STD         |           |
| STD         |           |
| STD         |           |
| \$ 101.00   | \$ -      |
| \$ 359.00   | \$ -      |
| STD         |           |
| No Bid      |           |
| No Bid      |           |
| STD         |           |
| STD         |           |
| STD         |           |
| \$ 496.00   | \$ -      |
| \$ 486.00   | \$ 486.00 |
| \$ 436.00   | \$ -      |
| \$ 509.00   | \$ -      |
| \$ 346.00   | \$ -      |
| \$ 441.00   | \$ -      |
| \$ 250.00   | \$ 250.00 |
| \$ 257.00   | \$ -      |
| \$ 171.00   | \$ -      |
| \$ 45.00    | \$ -      |
| STD         |           |
| \$ 194.00   | \$ -      |
| \$ 635.00   | \$ -      |
| \$ 211.00   | \$ -      |
| \$ 649.00   | \$ -      |
| \$ (70.00)  | \$ -      |
| STD         |           |
| \$ 71.00    | \$ -      |
| \$ 381.00   | \$ -      |
| \$ 231.00   | \$ -      |
| \$ 107.00   | \$ -      |
| \$ 463.00   | \$ -      |

|           |           |
|-----------|-----------|
| \$ 483.00 | \$ -      |
| \$ 624.00 | \$ -      |
| \$ 675.00 | \$ -      |
| \$ 348.00 | \$ -      |
| \$ 437.00 | \$ -      |
| \$ 250.00 | \$ 250.00 |
| \$ 257.00 | \$ -      |
| \$ 171.00 | \$ -      |
| STD       |           |
| \$ 194.00 | \$ -      |
| \$ 635.00 | \$ -      |
| \$ 211.00 | \$ -      |
| \$ 211.00 | \$ -      |
| \$ 649.00 | \$ -      |
| \$ 21.00  | \$ 21.00  |
| \$ 40.00  | \$ -      |
| STD       |           |
| \$ 9.00   | \$ 9.00   |
| \$ 11.00  | \$ -      |
| \$ 88.00  | \$ -      |
| \$ 76.00  | \$ -      |
| \$ 14.00  | \$ -      |
| STD       |           |
| \$ 755.00 | \$ -      |
| \$ 63.00  | \$ 63.00  |
| \$ 27.00  | \$ 27.00  |
| \$ 32.00  | \$ -      |
| \$ 169.00 | \$ -      |
| \$ 53.00  | \$ -      |
| \$ 343.00 | \$ -      |
| \$ 153.00 | \$ -      |
| \$ 4.00   | \$ 4.00   |
| \$ 38.00  | \$ 38.00  |
| \$ 17.00  | \$ 17.00  |
| \$ 48.00  | \$ 48.00  |
| \$ 55.00  | \$ -      |
| STD       |           |
| \$ 75.00  | \$ 75.00  |
| \$ 100.00 | \$ -      |

|           |          |
|-----------|----------|
| \$ 75.00  | \$ -     |
| \$ 100.00 | \$ -     |
| \$ 91.00  | \$ 91.00 |
| \$ 103.00 | \$ -     |
| \$ 359.00 | \$ -     |
| \$ 243.00 | \$ -     |

|             |      |
|-------------|------|
|             |      |
| \$ 2,910.00 | \$ - |
| \$ 4,690.00 | \$ - |
| \$ 6,270.00 | \$ - |
| \$ 4,308.00 | \$ - |
| \$ 6,961.00 | \$ - |
| \$ 9,414.00 | \$ - |
| \$ 942.00   | \$ - |
| \$ 1,708.00 | \$ - |
| \$ 2,274.00 | \$ - |
| \$ 1,566.00 | \$ - |
| \$ 2,087.00 | \$ - |
| \$ 2,408.00 | \$ - |
| \$ 2,166.00 | \$ - |
| \$ 3,216.00 | \$ - |
| \$ 1,312.00 | \$ - |
| \$ 840.00   | \$ - |
| \$ 282.00   | \$ - |
| \$ 324.00   | \$ - |
| \$ 438.00   | \$ - |
| \$ 1.00     | \$ - |
| \$ 2,250.00 | \$ - |

|           |           |
|-----------|-----------|
| \$ 417.00 | \$ 417.00 |
| \$ 534.00 | \$ -      |
| \$ 117.00 | \$ 117.00 |
| \$ 213.00 | \$ -      |
| \$ 48.00  | \$ 48.00  |

|        |  |
|--------|--|
|        |  |
| No Bid |  |

|    |          |    |   |
|----|----------|----|---|
| \$ | 4,000.00 | \$ | - |
|----|----------|----|---|

|    |      |    |   |
|----|------|----|---|
| \$ | 2.50 | \$ | - |
|----|------|----|---|

|    |        |    |   |
|----|--------|----|---|
| \$ | 195.00 | \$ | - |
| \$ | 195.00 | \$ | - |
| \$ | 195.00 | \$ | - |

|       |             |
|-------|-------------|
| 2026  |             |
| 2.00% | \$ 2,379.80 |
| 2.00% | \$ 741.40   |

**Total Cost:** \$ 159,181.20



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

**\*\* QUOTATION \*\***

|                   |       |          |        |                   |          |
|-------------------|-------|----------|--------|-------------------|----------|
| Ship To:          | Cust: | 3832     | Phone: | Bill To:          | Phone:   |
| HIBBING, CITY OF  |       |          |        | HIBBING, CITY OF  |          |
| 401 E 21ST STREET |       |          |        | 401 E 21ST STREET |          |
| HIBBING           |       | MN 55746 | USA    | HIBBING           | MN 55746 |

ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
|-----|--------------|-------------|---------|--------------|-----------|
|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

|            |  |
|------------|--|
| Serial No. |  |
|------------|--|

Order Comments: STATE OF MN CONTRACT  
#222949 AMENDED

Build Instructions VALID THRU 02/28/2025

Other Instructions F.O.B. LITCHFIELD -OR- CUSTOMERS W/FUEL CHARGES ONLY

| Qty | Part No. | Description                                                                                                                                                                                                                                        | Price Ea.   | Net Amt.    |
|-----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | 9900068  | - Body 14'6" EDGE-RC/CS-56-46-46 - - 56" 3/16" Hardox 450 Front w/CS hoist doghouse, 46" 3/16" Hardox 450 radius sides (no pockets), 46" 3/16" Hardox 450 Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, unpainted. | \$17,507.00 | \$17,507.00 |
| 1   | 9905762  | - HOOK 200 11' & 400 14' SERIES A-Frame & Sub Frame With Rollers (not for AI system Use)                                                                                                                                                           | \$4,248.00  | \$4,248.00  |
| 1   | 9905763  | - DEDUCT Longsills - Towmaster TDM Body HOOKLIFT Application (must add A-Frame Subframe Option)                                                                                                                                                    | \$918.00-   | \$918.00-   |
| 1   | 9901704  | - Painting of Dump Body; includes media blasting of entire exterior & understructure, Urethane Primed, & Urethane Top Coat s applied. CAB MATCH (BLUE) Understructure is seam sealed, and painted Gloss Black.                                     | \$4,522.00  | \$4,522.00  |
| 1   | 9901701  | - Installation of Dump Body to hoist                                                                                                                                                                                                               | \$2,262.00  | \$2,262.00  |
| 1   | 9900145  | - Body acc'y TMTE Air trip kit, w/solenoid valve,                                                                                                                                                                                                  | \$399.00    | \$399.00    |
| 1   | 9901702  | - Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.                                                                                                                                               | \$425.00    | \$425.00    |
| 1   | 9900147  | - Body acc Box Vibrator - Cougar model DC3200                                                                                                                                                                                                      | \$796.00    | \$796.00    |
| 1   | 9901703  | - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.                                                                                                                                                                | \$496.00    | \$496.00    |

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:





TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

**\*\* QUOTATION \*\***

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| HIBBING           |       | MN 55746 | USA    | HIBBING           | MN 55746 |

ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
|-----|--------------|-------------|---------|--------------|-----------|
|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

| Serial No. |  |
|------------|--|
|------------|--|

|                                                                                                                                                                                                                                                                                                                                                                  |            |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1 9900155 - Cabshield, 1/2 type Stationary Free-Standing style, w/painted CARBON STEEL canopy, Hot-Dipped Galvanized Modular Channel support stand, (2) shovel holders, & reservior mounts, Installed.                                                                                                                                                           | \$2,918.00 | \$2,918.00 |
| 1 9900206 - Ladder Flip-A-Way Access ladder Pkg (Carbon Steel), Including Grab Handle above, and Interior Step, ea, Installed LOCATED LH REAR                                                                                                                                                                                                                    | \$558.00   | \$558.00   |
| 1 9900211 - Body acc'y Dual "split" sander manifolds in rear corner posts                                                                                                                                                                                                                                                                                        | \$534.00   | \$534.00   |
| 1 9904963 - Light Warning TMTE1SSM-3 PKG: 1/2 A 1/2 B, (2) SS 23H 3-light LED Micro-Edge, 2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. NOTE: Blue Lights positioned on RH Front & LH Rear, with flash pattern set to WIG-WAG. | \$5,111.00 | \$5,111.00 |
| 1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed                                                                                                                                                                                                                                                           | \$1,506.00 | \$1,506.00 |
| 1 9900267 - Fender set Minimizer M400, for Tandem Axle, black Poly, Installed                                                                                                                                                                                                                                                                                    | \$1,811.00 | \$1,811.00 |
| 1 1965280 - Minimizer FKMAC2B Floor Mat Set for MACK SGL & TDM                                                                                                                                                                                                                                                                                                   | \$249.00   | \$249.00   |
| 1 9904691 - INSTALLATION of (Initial) Single camera system **NOTE: MOUNTED ON RH CORNER POST, FOR REVERSE VIEWING USAGE, WIRED TO REVERSE CIRCUIT                                                                                                                                                                                                                | \$426.00   | \$426.00   |
| 1 9904692 - Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100                                                                                                                                                                                                                                      | \$182.00   | \$182.00   |

\*--- Continued ---\*

Accepted by

Date

Price:

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Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

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| HIBBING, CITY OF  |       |          |        | HIBBING, CITY OF  |          |
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| HIBBING           |       | MN 55746 | USA    | HIBBING           | MN 55746 |

ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
|-----|--------------|-------------|---------|--------------|-----------|
|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

| Serial No. |  |
|------------|--|
|------------|--|

|                                                                                                                                      |             |             |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 9904693 - Camera System option, Harness, 65' Waterproof GEN 5 6100                                                                 | \$118.00    | \$118.00    |
| 1 1941405 - Camera Guard, SS, Bolt-On                                                                                                | \$43.00     | \$43.00     |
| 1 9900297 - Pre-Wet Towmaster/Varitech LDS-TMR-190-EGF Body Side Mt Sys for Elliptical body. (2) 95 gal tanks, mtg hardware, plumbi  | \$5,395.00  | \$5,395.00  |
| 1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)                                                                  | \$1,275.00  | \$1,275.00  |
| 1 9904118 - Hoist, SWAPLOADER SL-400 (43H38) Adjustable 53-7/8" to 61-3/4" jib, 40,000# capacity hooklift hoist, w/Factory Hydraulic | \$36,680.00 | \$36,680.00 |
| 1 9904228 - Install Hooklift Hoist (SL300, SL400, SL500, & SL600 Series) to truck chassis, Including Factory Valve, Controls, hoses  | \$5,715.00  | \$5,715.00  |
| 1 9903214 - Paint Hooklift Hoist (SL300, SL400, & SL500 Series) Powder Coated Gloss Black                                            | \$1,393.00  | \$1,393.00  |
| 1 9902924 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder w/12" bolt-on extension (11' total), LESS CUTTING EDGES               | \$9,449.00  | \$9,449.00  |
| 1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder                                                     | \$3,546.00  | \$3,546.00  |
| 1 9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed                                             | \$429.00    | \$429.00    |
| 1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed                                                      | \$523.00    | \$523.00    |
| 1 9902948 - Wing Falls RHSDL10A-HYDPB Primed LESS CUTTING EDGES                                                                      | \$13,978.00 | \$13,978.00 |

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

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Freight

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TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

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| HIBBING           |       | MN 55746 | USA    | HIBBING           | MN 55746 |

ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
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|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

| Serial No. |  |
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|                                                                                       |             |             |
|---------------------------------------------------------------------------------------|-------------|-------------|
| 1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers                  | \$6,173.00  | \$6,173.00  |
| 1 9901431 - Wing Falls RL (REAR LIFT) up charge SDL WING                              | \$597.00    | \$597.00    |
| 1 9904688 - Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system      |             |             |
| 1 9900479 - Wing Falls Gloss Black - Paint Moldboard                                  | \$430.00    | \$430.00    |
| 1 9900555 - Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH                           | \$4,145.00  | \$4,145.00  |
| 1 9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD                  | \$2,432.00  | \$2,432.00  |
| 1 9900625 - Plow Push Unit Falls 24/44 Series Std                                     | \$1,213.00  | \$1,213.00  |
| 1 9900637 - Plow Falls High Visibility Marker Set                                     | \$142.00    | \$142.00    |
| 1 9900638 - Plow Falls Level-Lift/Assembly                                            | \$245.00    | \$245.00    |
| 1 9900639 - Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit - Installed | \$471.00    | \$471.00    |
| 1 9903092 - Plow Falls FX312RE1/SLT-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES           | \$10,520.00 | \$10,520.00 |
| 1 9900681 - Plow Falls Gloss Black Paint, Rev Plow, w/installation                    | \$594.00    | \$594.00    |
| 1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD                                       | \$865.00    | \$865.00    |
| 1 9900757 - Hitch TMTE Heavy Duty plate assembly,                                     | \$723.00    | \$723.00    |
| 1 9901716 - Hitch Installation of Pup Hitch (weld in style) & Mn Dot Predrilled       | \$1,132.00  | \$1,132.00  |

\*--- Continued ---\*

Accepted by

Date

Price:

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Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

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|                   |       |          |        |                   |          |
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| HIBBING, CITY OF  |       |          |        | HIBBING, CITY OF  |          |
| 401 E 21ST STREET |       |          |        | 401 E 21ST STREET |          |
| HIBBING           |       | MN 55746 | USA    | HIBBING           | MN 55746 |

ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
|-----|--------------|-------------|---------|--------------|-----------|
|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

|            |  |
|------------|--|
| Serial No. |  |
|------------|--|

**\*\*NOTE: HITCH PLATE FACE TO BE LOCATED:**

**IN REFERENCE TO REAR TIRE FACE.**

|                                                                                                                                                                                                                                 |             |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed                                                                                                                                                                    | \$1,235.00  | \$1,235.00  |
| <b>**NOTE: " Ground to saddle of hook.</b>                                                                                                                                                                                      |             |             |
| 1 9902494 - Hitch 7 Contact RV (flat pin) socket installed                                                                                                                                                                      | \$230.00    | \$230.00    |
| 1 9902493 - Hitch 7 Contact Standard Round Pin socket installed                                                                                                                                                                 | \$164.00    | \$164.00    |
| 1 9902495 - Hitch Electronic Brake controller w/wiring to rear socket, installed in cab of truck                                                                                                                                | \$640.00    | \$640.00    |
| 1 9900773 - Hitch Furnish and install gladhands on truck                                                                                                                                                                        | \$270.00    | \$270.00    |
| 1 9906281 - Hitch Gladhand Whip Hoses installed                                                                                                                                                                                 | \$260.00    | \$260.00    |
| 1 9900800 - Sander Falls FS9-6P-1D-1S, Std 9" x 6" Auger, SS Unit, LH (or RH) Discharge, Berm Chute, Single Poly Spinner Ass'y, Complete                                                                                        | \$6,316.00  | \$6,316.00  |
| 1 9901718 - Sander Install & dual manifold RH & LH rear                                                                                                                                                                         | \$1,361.00  | \$1,361.00  |
| 1 9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel                                                                                                                                      | \$840.00    | \$840.00    |
| 1 9900858 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 + 1 Functions (Hooklift App), INSTALLED (11 Total Functions) HOIST, JIB, PLOW LIFT, PLOW STEER, WING TOE, WING HEEL, WING PUSH-BAR, SCRAPER, AUGER, SPINNER, PREWET | \$21,405.00 | \$21,405.00 |
| 1 9902497 - Control System Force ULTRA-4-6100 Commander control, Installed                                                                                                                                                      | \$14,720.00 | \$14,720.00 |

**\*--- Continued ---\***

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 88683

**\*\* QUOTATION \*\***

|                   |       |          |        |                   |          |
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| Ship To:          | Cust: | 3832     | Phone: | Bill To:          | Phone:   |
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| 401 E 21ST STREET |       |          |        | 401 E 21ST STREET |          |
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ATTN: JOE MCKENNEY 218-969-9717

| PO# | Salesman     | Terms       | Created | Last Revised | Appx Comp |
|-----|--------------|-------------|---------|--------------|-----------|
|     | JOSH PAULSON | NET 30 DAYS | 7/01/24 | 7/01/24      | 0/00/00   |

| Serial No. |  |
|------------|--|
|------------|--|

|                                                                                                                                                                                                                                                       |             |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 9900882 - Reservoir TMTE 31 Gal Cabshield mt (stainless steel)<br>w/intank filter for system, installed                                                                                                                                             | \$4,641.00  | \$4,641.00  |
| 1 9900891 - Pump Force TXV92 (5.6 ci) Pump, 280 HOT SHIFT PTO for<br>Allison Trans, w/Elec shut down installed                                                                                                                                        | \$7,896.00  | \$7,896.00  |
| 1 9900893 - Valve Force Cable pull-off (for use w/telescopic hoist)<br>installed                                                                                                                                                                      | \$715.00    | \$715.00    |
| 1 9900871 - Switch TMTE BODY UP Installed (electric controls only)                                                                                                                                                                                    | \$258.00    | \$258.00    |
| 1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND<br>CABSHIELD MOUNTED w/light mounted in cab, installed                                                                                                                               | \$317.00    | \$317.00    |
| 1 9905014 - Hydraulic Valve Hose Guard installed                                                                                                                                                                                                      | \$389.00    | \$389.00    |
| 1 2080311 - TMTE Wedge Style 1000 Gal Poly Tank, w/Mounting kit (does<br>not include plumbing or pump)                                                                                                                                                | \$25,213.00 | \$25,213.00 |
| 1 9906222 - Installation of Box Bottom Tank Kit (does not include<br>slurry system)                                                                                                                                                                   | \$2,074.00  | \$2,074.00  |
| 1 9906177 - Slurry Pump & Inst of Direct Application/Slurry Plbg, &<br>Discharge System. Includes Plumbing parts, Spraybar, & Selector                                                                                                                | \$8,622.00  | \$8,622.00  |
| 1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel<br>Body Structure; 5 yr Whelen LED Light Systems;<br>4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS<br>Snow Equip, Tele/Scissor Hoists, and all other items. |             |             |

Accepted by

Date

Price: \$248,824.00

Total Discounts:

Net Cost: \$248,824.00

Freight

Total: \$248,824.00

# General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

## 1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).



9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



## **Request for Council Action**

### **City Council Action**

Approve purchase to RMS for \$5,717.78

### **Description of Agenda Item**

Wek Brau 48" Excavator Bucket

### **Strategic Initiative**

Adding a smooth edge bucket for our new Komatsu excavator for changing culverts and prepping dig outs for paving. This will ensure our operators have the right piece of equipment for the job.

### **Owner of Agenda Item**

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

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

The multiple different jobs that we do with our equipment requires many different attachments to complete the job.

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

none

### **Budgetary/Fiscal Impact**

This will come out of the 2025 capital fund. With saving \$9,000 on our budgeted wheel loader we are able to add this for our excavator.

### **Action Requested**

Approve attached quote to RMS in the amount of \$5,717.78.

### **Attachments**

1. je3-0590\_Simple Proposal with Std specs (2)



## 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.*

Quote #: je3-0590  
1/21/2025 3:21 PM  
Page **1** of **4**  
218-780-4240  
jelden@rmseq.com

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

### **WERK BRAU MODEL 48" HEAVY DUTY BUCKET 1.08 CY W/BOE S/N Factory Order, STOCK # N.I.S.**

**\$5,182.78**

Equipped as follows:

WERK BRAU 48" HD 1.08CY DIG BUCKET W/BOE & A SET OF CPLR PINS

LEAD TIME IS 4-5 WEEKS AFTER THE ORDER IS PLACED. RMS WILL DELIVER THIS BUCKET TO THE CITY OF HIBBING, MN

**FREIGHT FROM WERK BRAU TO RMS VIRGINIA, MN**

**\$ 535.00**

**Sub Total:**

**\$5,717.78**

**Total Selling Price:**

**\$5,717.78**

On behalf of Road Machinery & Supplies Co., thank you for the opportunity to quote this equipment!

Sincerely,

Joel Elden  
Territory Manager

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

 Savage, MN • 952-895-9595  
Duluth, MN • 218-727-8611  
Virginia, MN • 218-741-9011

Negaunee, MI • 906-475-6488  
Des Moines, IA • 515-282-0404  
Cedar Rapids, IA • 319-363-9655

Sioux City, IA • 712-252-0538  
East Moline, IL • 309-755-7203  
Rochester, MN • 507-701-0199

 [rmsequipment.com](http://rmsequipment.com)



## 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.*

Quote #: je3-0590  
1/21/2025 3:21 PM  
Page **2** of **4**  
218-780-4240  
jelden@rmseq.com

*\* 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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rmsequipment.com



## 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.*

Quote #: je3-0590  
1/21/2025 3:21 PM  
Page 3 of 4  
218-780-4240  
jelden@rmseq.com

## 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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East Moline, IL • 309-755-7203  
Rochester, MN • 507-701-0199

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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.

Quote #: je3-0590  
1/21/2025 3:21 PM  
Page 4 of 4  
218-780-4240  
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 #: \_\_\_\_\_

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## **Request for Council Action**

### **City Council Action**

Approve the quote from Hartel's Disposal LLC for 20 - Front-load 6.0 Cu. Yard Containers and 16 - Front Load 4.0 Cu. Yard Containers in the amount of \$50,100.00

### **Description of Agenda Item**

Approve the quote from Hartel's Disposal LLC for 20 - Front-load 6.0 Cu. Yard Containers and 16 - Front Load 4.0 Cu. Yard Containers in the amount of \$50,100.00

### **Strategic Initiative**

Replace damaged cans for Schools and Businesses on City Sanitation routes.

### **Owner of Agenda Item**

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

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

I am requesting that the City Council approves the Quote for \$50,100.00 for (20) - 6.0 Cu. Yard Containers and (16) 4.0 Cu. Yard Containers for the Sanitation Department. I have attached the quote for this purchase. This is a single source vendor that has the design to fit the front load and rear-load trucks.

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

None

### **Budgetary/Fiscal Impact**

The purchase in the amount of \$50,100 will come out of the 2025 Sanitation 540 budget.

### **Action Requested**

Approve the quote from Hartel's Disposal LLC for 20 - Front-load 6.0 Cu. Yard Containers and 16 - Front Load 4.0 Cu. Yard Containers in the amount of \$50,100.00

### **Attachments**

None