
HEDA WORKING SESSION

Monday, September 20, 2021
Hibbing City Council Chamber

5:00 p.m.

ATTENDANCE:			
	<i>Member Roger Kivela</i>		<i>Pete Hyduke, City Administrator</i>
	<i>Member Shelly Hanson</i>		<i>Andy Borland, City Attorney</i>
	<i>Member John Schweiberger</i>		<i>Sheena Mulner, City Clerk-Treasurer</i>
	<i>Member Jennifer Hoffman Saccoman</i>		<i>Candie Seppala, Sr Executive Assistant</i>
	<i>Member Steve Jurenes</i>		<i>John Tourville, Special Projects</i>
	<i>Vice-President Rick Cannata</i>		
	<i>President Shari Majkich Brock</i>		

AGENDA:

- Legislative Services Agreement between the City of Hibbing and Lockridge Grindal Nauen P.L.L.P. - Candie Seppala
- Mortgage Subordination Agreement Request for Hardwater Inc. – Candie Seppala
- COVID loans – Candie Seppala
- HEDA loans – Candie Seppala
- Loan Balances – Sheena Mulner
- Project Updates – John Tourville
- Miscellaneous – Round Table

NEXT REGULAR MEETING:

Wednesday, September 20, 2021
4:30 pm – HEDA Meeting
Hibbing City Hall Council Chamber

ADJOURNMENT:

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of Hibbing** ("Client") and **LOCKRIDGE GRINDAL NAUEN P.L.L.P.** ("Consultant" or "LGN") (collectively the "Parties").

W I T N E S S E T H

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, reporting, and lobbying related to certain state legislative and administrative matters;

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, Client and Consultant agree as follows:

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client's officers, committees and staff, the services listed in Exhibit A hereto. If additional services, projects or work is agreed upon by both Consultant and Client, fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the services provided shall be **January 1-December 31, 2022**, subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration only as follows:

2.2.1 Upon the written mutual agreement of the Parties hereto;

2.2.2 By either Party upon sixty (60) days written notice to the other Party.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant the professional fees in the amount of **\$39,600 payable in twelve (12) installments of \$3,300 per month commencing January 1, 2022.**

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client's behalf.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant upon submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant by the dates listed above.

4. **INDEPENDENT CONTRACTOR**

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement.

5. **COMPLETE AGREEMENT**

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

6. **AMENDMENTS AND WAIVERS**

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

7. **NOTICES**

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the address of the appropriate Party as provided herein.

8. **ASSIGNMENT.**

Contract may not be assigned without the written approval of the City.

9. **GOVERNING LAW.**

This Contract shall be governed by the Laws of the State of Minnesota.

10. **VENUE OF LAWSUITS.**

Any litigation with regard to said contract shall be venued in St. Louis County, Minnesota at the St. Louis County Courthouse in Hibbing, Minnesota.

11. **GOVERNMENT DATA PRIVACY.**

The Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Consultant in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.”

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this ____ day of _____, 2021.

ADDRESS:

401 East 21st Street
Hibbing, MN 55746

CLIENT:

City of Hibbing

By: _____
Its: _____

ADDRESS:

Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

CONSULTANT:

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

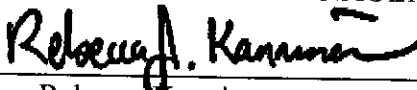

By: Rebecca Kanninen
Its: Partner

EXHIBIT A

Lockridge Grindal Nauen will provide state lobbying services related to local government aid, capital investment and other items as needed.

(Top 3 inches reserved for recording data)

SUBORDINATION AGREEMENT

by Business Entity

DATE: September ____, 2021

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in **St. Louis County, Minnesota**, legally described as follows:

West 75 feet of Lots 1 and 2, Block 13, FAIRVIEW

and

Lot 3, EXCEPT the North 10 inches of the East 103 feet thereof, Block 13, FAIRVIEW

and

Lots 1 and 2, EXCEPT the West 75 feet thereof, Block 13, FAIRVIEW

Check here if all or part of the described real property is Registered (Torrens) ☐

which is evidenced by a **Mortgage** dated **January 31, 2018**, and recorded on **March 3, 2018**, as Document Number **01328533**, in the Office of the ☒ **County Recorder** ☐ ~~Registrar of Titles~~ of **St. Louis County, Minnesota**, to a subsequent lien evidenced by a **Mortgage** from **Hardwater, Inc., a Minnesota corporation**, to **Security State Bank of Hibbing**, in an amount not to exceed **One Hundred Seventy-four Thousand and 00/100ths Dollars (\$174,000.00)** and recorded on _____, as Document Number _____, in the Office of the ☒ **County Recorder** ☐ ~~Registrar of Titles~~ of **St. Louis County, Minnesota**.

Note: Remainder of page left blank, signature page follows.

HIBBING ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Shari Majkich Brock
Its: **President**

By: _____
Rick J. Cannata
Its: **Vice President**

State of Minnesota)
)ss
County of St. Louis)

This instrument was acknowledged before me on _____, 2021, by **Shari Majkich Brock** as **President of Hibbing Economic Development Authority**.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: January 31, 20
(month/day/year)

State of Minnesota)
)ss
County of St. Louis)

This instrument was acknowledged before me on _____, 2021, by **Rick J. Cannata** as **Vice President of Hibbing Economic Development Authority**.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: January 31, 20
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
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Attorney at Law
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