



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, March 12, 2025
5:00 PM

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

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADD: DEPARTMENT & COMMITTEE REPORTS #4c, #4e, #4f, #4g, & #4h

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of February 19, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of February 19, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated February 27, 2025, checks #179468-179544 and drafts in the amount of \$1,100,221.60
2. Approve City Payroll dated February 28, 2025, in the amount of \$627,732.43
3. Authorize the summer student postings for City Services, Library, Public Works, Cemetery, and Community Development.
4. Authorize the posting of two temporary Seasonal Maintenance positions for City Services.
5. Authorize the hire of Chris Rengstorf for Patrol Officer II pending pre-employment contingencies
6. Approve client services agreement with USI for insurance brokerage services effective 3-1-25 to 3-1-26 in the amount of \$26,000.

7. Authorize the Mayor and City Clerk to sign the Services Agreement Between the City of Hibbing and SafeAssure.
8. Approve the Mechanic/Maintenance job description.
9. Authorize the posting of one full-time Mechanic/Maintenance position.
10. Approve the Special Event Permit Application of Our Savior's Lutheran Church to hold the White Elephant Sale on Saturday, April 26, 2025 with set up from April 22-25, 2025 at the Hibbing Memorial Building
11. Approve the Special Event Permit Application form for Fraboni's to hold their Fraboni Food Show Tuesday and Wednesday, April 15th and 16th, 2025 at the Hibbing Memorial Arena/Curling Club
12. Approve the Raffle Permit Application request of the Lincoln Parent Teacher Organization to hold their raffle on Thursday, May 1, 2025 at the Lincoln Middle School
Raffle Permit #25-03-01
13. Approve the Raffle Permit Application Request of the HHS Girls Fastpitch to hold their raffle on Tuesday, May 13, 2025 at Bennett Park
Raffle Permit #25-03-02
14. Approve the Raffle Permit Application request of Range Regional Animal Rescue to hold bingo at the Elk's Lodge 1022 on April 3, 10, 17, and 24, 2025
Raffle Permit #25-03-03
15. Accept and place on file the February, 2025 Hibbing Police Department Activity Report
16. Approve the Special Event Permit Application of Jess Film Projcet Inc. to hold their Feature film production entitled Lovset's Manoeuvre event from March 26- April 27, 2025 in Hibbing
17. Approve the Special Event Permit Application of ISD 701 Staff Appreciation Event on Thursday, May 8, 2025 in downtown Hibbing (Between 1st Avenue and 2nd Avenue on Howard Street)
18. Approve the Special Event Permit Application of The Bluejacket Wrestling Fans Club to hold their Annual Fundraiser Extravaganza at the Hibbing Memorial Building on Saturday, March 22, 2025
19. Set the next Regular City Council Meeting for Wednesday, March 19, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
20. Set the next Regular City Council Workshop Meeting for Wednesday, March 19, 2025 following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber
21. Set the Local Board of Appeal & Equalization Meeting for Tuesday, May 13, 2025 in

the Hibbing City Council Chamber from 1:00 p.m. to 2:00 p.m.

VII. PUBLIC FORUM:

VIII. DEPARTMENT AND COMMITTEE REPORTS:

1. Finance Director-Treasurer Sheena Mulner
 - a. Offer Resolution No. 25-03-03 a preliminary resolution regarding a senior affordable multifamily housing project, calling for a public hearing on a housing program related thereto, and giving preliminary approval to the application for bonding authority and the issuance of bonds therefore
2. **City Clerk-Deputy Administrator Candie Seppala**
 - a. Approve the Memorandum of Understanding for Hibbing Animal Intake with Precious Paws Humane Society of Chisholm through December 31, 2025, or upon the City contracting with a licensed animal shelter to provide full animal services to the City, whichever comes first
3. **City Administrator Greg Pruszinske**
 - a. Administrator's Report
4. **City Attorney Andy Borland**
 - a. Approve Purchase Agreement with SBS Blacktop Services Inc. for Parcel ID: 141-0040-02320 (Gust Erickson Road) for \$65,000
 - b. Release of the Quit Claim Deed language "If the renovation of the Androy Hotel is not completed by December 6, 1995 the property shall revert to and title shall revert in City of Hibbing"
 - c. ADOPT THE FLOODPLAIN ORDINANCE NO. 447 2ND SERIES, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.
 - d. Offer RESOLUTION #25-03-04 SUPPORTING PUBLICATION SUMMARY OF THE FLOODPLAIN ORDINANCE
 - e. ADOPT ORDINANCE NO. 448, 2ND SERIES AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)" BY AMENDING SECTION 11.41 ENTITLED "CLOSED LANDFILL RESTRICTED DISTRICT"; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.
 - f. Authorize the Mayor and City Clerk to sign the purchase agreement for the

purchase of the Sullivan Candy & Supply Building located at 1623 6th Ave E (Parcel #140-0140-00330) authorize the sale for \$7,500

- g. Offer RESOLUTION NO. 25-03-05 ORDERING THE REMOVAL OF A HAZARDOUS BUILDING LOCATED UPON LOT 4, PLAT OF IRONGATE, HAVING A STREET ADDRESS OF 12034 HIGHWAY 169, HIBBING MN
- h. Offer RESOLUTION NO. 25-03-06 INTENTION TO ORDER THE VACATION OF THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION AND SETTING A PUBLIC HEARING THEREON

IX. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Approve the 2025 Sanitary Sewer Lining Project Bid Opening Project to Insituform in the amount of \$1,363,210.16
- b. Approve the 2025 City Sidewalk Project to Bougalis Construction in the amount of \$79,956.00
- c. Award the 2025 City of Hibbing Paving Project to Mesabi Bituminous in the amount of \$1,282,691.05

2. Superintendent of Wastewater Treatment Plant Dave Hurd

- a. Approve the replacement of pump parts from Liberty Process Equipment, Inc. in the amount of \$7,874.00 plus shipping & handling
- b. Approve the replacement purchase of sulfur dioxide garage door and hardware,, and garage door key switches from Dynamic Garage Door LLC in the amount of \$3,990.00
- c. Approve the quote for the 2025 aluminum sulfate from Hawkins Chemical in the amount of \$650 per dry ton
- d. Approve the quote of a backwash pump rebuild from Electric Pump in the amount of \$38,931

X. ADJOURNMENT:

**THE MINUTES OF THE REGULAR MEETING OF THE
HIBBING CITY COUNCIL
Wednesday February 19, 2025**

TIME AND PLACE: A Regular Meeting of the Hibbing City Council was held on Wednesday, February 19, 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 and City Attorney Andy Borland. City Engineer Jesse Story and Chief of Police Steve Estey were absent.

PLEDGE OF ALLEGIANCE

ADDs/DELETES:

- **DELETE:** **CONSENT AGENDA #12**
- **ADD:** **CONSENT AGENDA #18 & 19**

APPROVAL OF THE AGENDA:

Councilor Bayliss, supported by Councilor Schweiberger, 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 February 5, 2025.

Motion CARRIED

Councilor Schweiberger, supported by Councilor Fosso, moved to approve the minutes of the Hibbing City Council Workshop Meeting of February 5, 2025.

Motion CARRIED

Councilor Whitney, supported by Councilor Bayliss, moved to approve the minutes of the Joint Workshop Meeting between the Hibbing City Council and the Hibbing School District of February 5, 2025.

Motion CARRIED

CONSENT AGENDA:

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to approve the Consent Agenda #s 1-18.

Motion CARRIED

1. Approve Accounts Payable dated February 13, 2025, checks # 179373 - 179467 in the amount of \$798,813.53 and drafts in \$68,136.39 for a total of \$866,949.92
2. Approve City Payroll ending February 7, 2025 in the amount of \$634,830.43
3. Approve the Community Development Director to sign the Access Agreement with Grace Lutheran Church for the Hibbing HRA's project
4. Authorize the hire of Howard LaVigne for the full-time Maintenance Lead effective March 8, 2025
5. Approve the Raffle Permit Application Request of Northland Automotive Assistance to hold Bingo at the Elk's Lodge #1022 on March 6, 13, 20, and 27, 2025
6. Approve the Raffle Permit Application Request of Shannon Paulsen Suite Dreams to hold their raffle on Saturday, April 12, 2025 at the Hibbing Bowling Center
7. Approve the Raffle Permit Application Request of the Hibbing Blessed Sacrament Church to hold their raffle on Saturday, April 26, 2025 at the Blessed Sacrament Church St. Leo's Social Hall
8. Approve the Raffle Permit Application Request of the Hibbing Golf Booster Inc. to hold their raffle on Wednesday, May 21, 2025 at the Mesaba Country Club
9. Approve the Special Event Permit Application form from United Way/Park State Bank/Adolfson & Peterson Construction to hold the Bean Bags for the Brave Event at the Hibbing Memorial Arena on Thursday, March 20, 2025
10. Approve the Special Event Permit Application of Cindy Migley Productions and co-sponsored by the Range Shrine Circus on Friday, May 16, 2025 and Saturday, May 17, 2025 at the Hibbing Memorial Building
11. Approve the Worker's Compensation Policy Renewal with a Retrospective Premium Option - Retro-Rated Minimum Factor 0.451% - Retro-Rated Maximum Factor 1.30%
12. Accept and place on file the Hibbing Police Department Activity report for January, 2025

13. Authorize the Hibbing City Council to attend the Sunscreen Film Festival North on Thursday, February 27, 2025 at Valentini's Supper Club from 10 am - 2 pm
14. Set the next Regular City Council Meeting for Wednesday, March 5, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
15. Set the next City Council Workshop Meeting for Wednesday, March 5, 2025 following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber
16. Set the next Hibbing City Council Joint Working Session with the Hibbing Public Utilities Commission for Tuesday, March 11, 2025 in the Second Floor Conference Room at City Hall at 5:00 p.m.
17. Authorize the Request for Qualifications (RFQ) and Request for Proposals (RFP) for Construction Management at Risk Services (CMaR) for the City of Hibbing City Hall Historical Window Replacement and Masonry Restoration
18. Approve the 2026 Wine and Strong Beer License of Randall Murray for the Hibbing Municipal Golf Course LLC

PUBLIC HEARING:**PUBLIC HEARING REGARDING THE CAPITAL IMPROVEMENT PLAN AND
INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS BY THE CITY OF
HIBBING, MINNESOTA, UNDER MINNESOTA STATUTES, SECTION 475.521**

Mayor Hyduke opened the Public Hearing regarding The Capital Improvement Plan and Intent to Issue Capital Improvement Bonds by the City of Hibbing, Minnesota Under Minnesota Statutes, Section 475.521. He asked three times if anyone in the audience wanted to speak.

No one stood up to speak. Mayor Hyduke closed the Public Hearing.

Treasurer-Finance Director Sheena Mulner explained to the Council that Nick Anhut with Ehlers is available on Zoom if the Council has any questions regarding the Capital Improvement Plan Document Plan that was prepared.

Councilor Bayliss, supported by Councilor Hildenbrand, moved to offer RESOLUTION NO. 25-02-03 ADOPTING THE CAPITAL IMPROVEMENT PLAN AND PRELIMINARY AUTHORIZATION FOR CIP BONDS IN AN AMOUNT NOT TO EXCEED \$10,000,000.

Motion CARRIED

PUBLIC FORUM:

DEPARTMENT AND COMMITTEE REPORTS:**Offer RESOLUTION 25-02-04 AUTHORIZING THE CITY OF HIBBING TO MAKE APPLICATION TO AND ACCEPT GRANT FUNDS FROM IRRR REVENUE BONDS ISSUED PER MINNESOTA LAWS 2024, CHAPTER 127, ARTICLE 69, SECTIONS 15-16**

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to offer RESOLUTION 25-02-04 AUTHORIZING THE CITY OF HIBBING TO MAKE APPLICATION TO AND ACCEPT GRANT FUNDS FROM IRRR REVENUE BONDS ISSUED PER MINNESOTA LAWS 2024, CHAPTER 127, ARTICLE 69, SECTIONS 15-16.

Motion CARRIED

Offer RESOLUTION 25-02-05 FINDING PARCELS ARE OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS

Councilor Fosso, supported by Councilor Bayliss, moved to offer RESOLUTION 25-02-05 FINDING PARCELS ARE OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS.

Discussion: Mayor Hyduke asked Community Development Director Betsy Olivanti if the Council approves this tonight, what the projected time frame would be; Community Development Director Olivanti stated that they have Developers interested in starting new development in the fall of 2025 or spring of 2026.

Motion CARRIED

City Administrator's Report

City Administrator Greg Pruszinske stated that he wished to speak about the City's Animal Control Services; he explained that he wanted to discuss this topic in two separate segments, short term and long term. City Administrator Pruszinske gave a brief current status update of the City's Animal Control and Intake/Pound Services; this was followed by some discussion between City Councilors and Staff. City Clerk-Deputy Administrator Candie Seppala gave an update on the number of animals the City has taken in this far. City Administrator Pruszinske went over a new job description for a Dog Pound Attendant; this was followed by discussion between City Councilors and Staff.

Approve the new Job Description for Dog Pound Attendant

Councilor Schweiberger, supported by Councilor Fosso, moved to approve the new Job Description for Dog Pound Attendant.

Motion CARRIED

Authorize the hire of Travis Madich and Melissa Makela for the two Dog Pound Attendant positions pending pre-employment contingencies

Councilor Bayliss, supported by Councilor Fosso, moved to authorize the hire of Travis Madich and Melissa Makela for the two Dog Pound Attendant positions pending pre-employment contingencies.

Discussion: Councilor Whitney asked what these applicants have as far as background for animal care; City Clerk-Deputy Administrator Seppala explained that they have been volunteering at the Intake/Pound for the City since February 1, 2025 and they were previous employees of RRAR.

Motion CARRIED

City Administrator Pruszinske spoke to the Council about what the long term options for the City's Animal Control Services; this was followed by discussion between City Councilors and Staff.

BIDS AND QUOTES:

Approve the quote from AVI Systems in the amount of \$13,038.89 for Cablecast Server, Council Chamber Equipment for 2/1/2025-1/31/2026, Cablecast Software Assurance for all versions of software upgrades and support, renews subscription for Reflect, Apple TV App

Councilor Whitney, supported by Councilor Bayliss, moved to approve quote from AVI Systems in the amount of \$13,038.89 for Cablecast Server, Council Chamber Equipment for 2/1/2025-1/31/2026, Cablecast Software Assurance for all versions of software upgrades and support, renews subscription for Reflect, Apple TV App.

Motion CARRIED

Approve the purchase of new chlorine and sulfur dioxide equipment from Hawkins in the amount of \$23,700 plus the cost of tubing

Councilor Schweiberger, supported by Councilor Hildenbrand, moved to approve the purchase of new chlorine and sulfur dioxide equipment from Hawkins in the amount of \$23,700 plus the cost of tubing.

Discussion: Mayor Hyduke asked Wastewater Treatment Plant Superintendent Dave Hurd when he thinks this equipment will be in place; Wastewater Treatment Plant Superintendent Hurd stated he thinks within a month.

Motion CARRIED

Approve the quote to Electric Pump for the Mudwell Pump in the amount of \$17,057 plus freight

Councilor Fosso, supported by Councilor Hoffman Saccoman, moved to 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.

Motion CARRIED

Award the quote from Iron Range Plumbing and Heating for the installation of a flow meter in the filter building in the amount of \$1,765.00

Councilor Bayliss, supported by Councilor Fosso, moved to award the quote from Iron Range Plumbing and Heating for the installation of a flow meter in the filter building in the amount of \$1,765.00.

Motion CARRIED

BOARDS & COMMISSIONS:

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:50 p.m. by Councilor Bayliss and supported by Councilor Whitney.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk-Deputy Administrator

THE MINUTES OF THE HIBBING CITY COUNCIL WORKSHOP MEETING
Wednesday February 19, 2025

TIME AND PLACE: A Hibbing City Council Workshop Meeting was held on Wednesday, February 19, 2025 in the City Hall Council Chamber

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 6:00 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 and City Attorney Andy Borland. City Engineer Jesse Story and Chief of Police Steve Estey were absent.

DISCUSSIONS TO INCLUDE:

Boards & Commissions and City Council Stipends

DISCUSSION: City Administrator Greg Pruszinske and City Clerk-Deputy Administrator Candie Seppala both spoke to the Council about the various Boards & Commissions and the City Council; if there should be stipends given for those positions and if the Boards & Commissions are the right-sized. There was some discussion between City Councilors and Staff regarding this topic.

Hibbing Animal Intake Discussion

DISCUSSION: Mayor Hyduke and City Administrator Pruszinske both stated that there was a good discussion during the City Council Meeting prior to this Workshop Meeting regarding this topic. Councilor Whitney stated that there were representatives from Precious Paws present if anyone has questions for them. Mayor Hyduke asked a representative from Precious Paws to come up to the podium and speak. Carrie Nelson with Precious Paws spoke to the Council about the struggles Precious Paws has seen since RRAR has closed.

Highland Hills Development Concept Designs - Betsy Olivanti, Bob Streetar, John Slack

DISCUSSION: Bob Streetar with Streetar Consulting, LLC and John Slack with Perkins & Will gave a Presentation to the Council on the Highland Hills Development Concept Designs. There was discussion between City Councilors, Staff, Mr. Streeter and Mr. Slack regarding this topic.

Taxi Ordinance Discussion

DISCUSSION: City Clerk-Deputy Administrator Seppala and City Attorney Andy Borland spoke to the Council about amending the Taxi Ordinance. There a discussion between City Councilors and Staff regarding this topic.

ADJOURNMENT: Acting Mayor Justin Fosso adjourned the meeting at 7:40 p.m.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk-Deputy Administrator

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000658	AIRGAS USA, LLC I-5513660658 I-5513661047 I-5513661226 I-9500890639	ACETYLENE/ARGON/HELIUM/OXYGEN OXYGEN ARGON/ACETYLENE/OXYGEN OXYGEN/ARGON	R R R R	2/27/2025 2/27/2025 2/27/2025 2/27/2025		684.24CR 56.62CR 152.03CR 4,259.00CR	179468 179468 179468 179468	5,151.89
005711	AMERICAN DETAILING I-013464	PKG BODY PROTECTION/H-9/K9	R	2/27/2025		250.00CR	179469	250.00
005444	AMERICAN PRESSURE INC. I-147926	40" DUAL LANCE VAR PRES	R	2/27/2025		127.50CR	179470	127.50
000202	ARROWHEAD LIBRARY SYSTEM I-00015255	JAN 25 OVERDUE NOTICES/LABELS	R	2/27/2025		142.70CR	179471	142.70
005479	ARROWHEAD LOCKSMITH SERVICE, LLC I-1022	PICK OPEN & REKEY CYLINDER	R	2/27/2025		470.00CR	179472	470.00
005605	ASCENDANCE TRUCKS CENTRAL, LLC I-RA178000524:01 I-XA178001788:01 I-XA178002278:01	FRONT LIGHTS/08 INTN'L SWITCH/TURN SIGNAL FUEL FLTR/HEAD ASSY	R R R	2/27/2025 2/27/2025 2/27/2025		1,839.75CR 101.19CR 738.06CR	179473 179473 179473	2,679.00
000353	AUTO VALVE C-87235699 I-87235666	CORE RTN/CALIPER W/BRAKET CALIPER W/BRAKET	R R	2/27/2025 2/27/2025		92.59 203.58CR	179474 179474	110.99
005704	BAKER TILLY ADVISORY GROUP, LP I-BT3054088	SEWER UTILITY RATE UPDATE	R	2/27/2025		6,150.00CR	179475	6,150.00
000360	BOB HECIMOVICH MECHANICAL CONTRACTING INC I-4456	STEAM TRAPS/RAD SHUT OFFS/MB	R	2/27/2025		3,879.43CR	179476	3,879.43
002495	BOUND TREE MEDICAL I-85657056	CAPNOGRAPHY LINES/LARYNGOSCOPE	R	2/27/2025		942.00CR	179477	942.00
000046	CARQUEST AUTO PARTS C-5077-207592 I-5077-206773 I-5077-207443 I-5077-207497 I-5077-207509 I-5077-207528 I-5077-207534 I-5077-207553 I-5077-207565 I-5077-207571 I-5077-207573 I-5077-207590 I-5077-207602 I-5077-207605 I-5077-207618	RTN/DISC BRK CALIPER/#207590 WASHER FLUID/ANTIFREEZE/EXT WASHER FLUID IGNITION COIL/SPARK PLUG REMAN GAS INJECTOR BACK UP LAMP BATTERY GLADHAND/LUBE GENERAL TRIM ADH 3030 COMBO/BRK CHAMBER/DEX ROTARY PUMP FOR DEF BRK FLUID/DISC BRK CALIPER 8G-10FJK/HOSE GLADHAND MINI BULB	R R R R R R R R R R R R R R R R R R	2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025		122.93 38.69CR 7.98CR 65.10CR 51.44CR 126.84CR 592.40CR 24.03CR 28.29CR 320.20CR 156.99CR 137.57CR 149.82CR 38.52CR 12.60CR	179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478 179478	

Handwritten:
 Card 179468-179544
 3-37-25
 CK# 3 179468-179544

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003604	I-5077-207629	ROTT4TR 15W40 GAL	R	2/27/2025		509.70CR	179478	
	I-5077-207684	FRONT RAIL SEAL/SDE BLB DUAL	R	2/27/2025		55.08CR	179478	
	I-5077-207727	LT BULB SCKT/8G-8FJX	R	2/27/2025		99.74CR	179478	
	I-5077-207771	SHOP TOWELS/EXT PRES GREASE	R	2/27/2025		872.40CR	179478	
	I-5077-207795	FUEL/WATER SEP/LUBE/AIR ELEM	R	2/27/2025		197.51CR	179478	3,361.97
003604	CENTURY LINK							
	I-6315 FEB 25	ACT 218-263-6315 FEB 25	R	2/27/2025		154.58CR	179479	154.58
002755	COMO OIL & PROPANE							
	I-1516270744	56.60 PROPANE	R	2/27/2025		140.11CR	179480	
	I-1516325504	450.50 PROPANE	R	2/27/2025		1,025.99CR	179480	
	I-1516536119	610.80 PROPANE	R	2/27/2025		1,386.51CR	179480	
	I-1516591390	2.24 PROPANE/OUT OF GAS	R	2/27/2025		328.50CR	179480	2,881.11
003494	COMPASS MINERALS							
	I-1453076	BULK HIGHWAY COARSE	R	2/27/2025		11,926.57CR	179481	11,926.57
005076	COMPUDYNE, INC. (LEASE)							
	I-38574791	MAR 25 ZBOOK MOBILE/FD	R	2/27/2025		249.95CR	179482	
	I-38574792	MAR 25 CONS ACCT	R	2/27/2025		2,089.67CR	179482	
	I-38584777	MAR 25 TBOOKS AMB	R	2/27/2025		725.59CR	179482	
	I-38600520	MAR 25 PROD400 G7 LEASE/LIBR	R	2/27/2025		1,108.80CR	179482	4,174.01
003937	CULLIGAN OF NORTHEAST							
	I-425X02110704	MN-VIRGINIA BOTTLED WATER DELIVERED	R	2/27/2025		49.15CR	179483	49.15
002706	DOMINOS PIZZA							
	I-02/19/25	PIZZAS	R	2/27/2025		89.45CR	179484	89.45
000565	EARL F ANDERSEN, INC							
	I-0138682-IN	HIP 15 MPH/CLEARANCE MARKERS	R	2/27/2025		388.95CR	179485	
	I-0138701-IN	6 SOLAR LED STOP SIGNS	R	2/27/2025		11,100.00CR	179485	
	I-0138739-IN	STREET NAME SIGNS	R	2/27/2025		544.00CR	179485	12,032.95
	EDWARDS OIL							
000844	I-IN768438	125.20 GAL #UL DYED FUEL	R	2/27/2025		506.93CR	179486	
	I-IN768460	327.70 GAL PREM OCT UNID	R	2/27/2025		1,039.72CR	179486	1,546.65
001652	EMERGENCY AUTOMOTIVE TECH							
	I-DUL342904	DIAGNOSTICS/K9 SYSTEM	R	2/27/2025		57.50CR	179487	57.50

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005532	EMS MANAGEMENT & CONSULTANTS, INC I-EMS-012462	JAN 25 EMS FEE	R	2/27/2025		6,155.13CR	179488	6,155.13
001768	ESRI INC I-94903077	ARCGIS ONLINE CREATOR SUBSCR	R	2/27/2025		1,088.00CR	179489	1,088.00
005710	EUNA SOLUTIONS, INC. I-INVL27741	BUDGET SOFTWARE/IMPLEMENT	R	2/27/2025		30,600.00CR	179490	30,600.00
000848	EXCEL BUSINESS SYSTEMS I-78411 I-78412 I-78413 I-78414 I-78415 I-78416	PD CLICKS/RENT FEB 25 ADM/3RD FLR CLKS&RENT FEB25 BLDG & HSNB CLKS/RENT FEB 25 MEM BLDG CLKS/RENT FEB 25 LIBR CLICKS/RENT FEB 25 FD CLICKS/RENT FEB 25	R R R R R R	2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025		293.70CR 450.74CR 159.69CR 295.12CR 313.44CR 135.06CR	179491 179491 179491 179491 179491 179491	1,647.75
000033	FENA ADVERTISING I-K936HPD	STRAIGHT TUBE DISPLAY KIT	R	2/27/2025		853.71CR	179492	853.71
000026	FORD OF HIBBING I-190504 I-530146	STARTING FAILURE/12 FD SD F250 PROCESSOR/LIGHTING CONTROL	R R	2/27/2025 2/27/2025		2,135.99CR 1,226.60CR	179493 179493	3,362.59
005633	FUSIONTECH LLC I-HIBBING-JAN-2025	COMPUTER DEPLOYMENT/IMPLEMENT	R	2/27/2025		4,725.00CR	179494	4,725.00
001021	GRAINGER PARTS I-9404419997 I-9404827728	PIPE MARKERS PIPE MARKERS	R R	2/27/2025 2/27/2025		46.30CR 22.80CR	179495 179495	69.10
005356	HAMILTON MEDICAL INC I-23388987	T1 CIRCUIT/VALVE	R	2/27/2025		1,013.07CR	179496	1,013.07
000309	HAWKINS INC I-6988267	ALUM SULF LIQUID	R	2/27/2025		7,089.54CR	179497	7,089.54
005232	IIMC (INT'L INSTITUTE OF MUNICIPAL CLERKS) I-2025 SEPPALA	2025 MERSHIP RENEW/C SEPPALA	R	2/27/2025		185.00CR	179498	185.00
000488	IMPERIALDADE (FRMLY DALCO) I-4338821 I-4338825 I-4338826 I-4338827 I-4341734 I-4341739 I-4341740 I-4341742	CAN LINERS/FOAM WASH/T TISSUE FLOW CONTR DISPENSER FLOW CONTR DISPENSER TOWELS/COFFEE FILTERS/CUPS WYPALL WIPES ROLL TOWELS/T TISSUE/WASH T TISSUE/ROLL TOWELS/HAND WASH BEZEL KT PROPEL/SUPPL/PANEL	R R R R R R R R	2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025		961.27CR 29.00CR 29.00CR 79.97CR 147.52CR 600.36CR 663.09CR 1,776.20CR	179499 179499 179499 179499 179499 179499 179499 179499	4,286.41

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP							
	I-CIN127287	CORNER COVE/3 LEG T FOOT/INST	R	2/27/2025		1,162.80CR	179500	
	I-IN4769183	STAPLER/HANG FOLDERS	R	2/27/2025		35.71CR	179500	
	I-IN4770107	TAB HNG FLDR	R	2/27/2025		14.48CR	179500	
	I-IN4772283	CALCULATOR/ROLL/ADD/CALC	R	2/27/2025		119.50CR	179500	
	I-IN4773431	KEYBOARD/DRUM	R	2/27/2025		85.76CR	179500	1,418.25
000885	IRON RANGE CHIEFS OF POLICE							
	I-2025 MBRSHIP	2025 MBRSHIP DUES/S ESTEY	R	2/27/2025		25.00CR	179501	25.00
001473	IRON RANGE TIRE SERVICE							
	I-35527	11R22.5 G GDYR G622 RSD	R	2/27/2025		1,148.42CR	179502	
	I-35530	225/70R19.5 GDYR G67	R	2/27/2025		791.80CR	179502	
	I-35541	P255/60R18 EAGLE ENF	R	2/27/2025		522.50CR	179502	
	I-35551	FLAT REPAIR/H-9	R	2/27/2025		38.50CR	179502	2,501.22
001030	KENNEDY & GRAVEN, CHARTER							
	I-02/17/25	DNTN REDEV & GEN FIN 1/31/25	R	2/27/2025		552.00CR	179503	552.00
005673	KRAUS-ANDERSON CONSTRUCTION COMPANY							
	I-68890	PAY APP #6 CONST & CMR	R	2/27/2025	436,097.61CR	436,097.61CR	179504	436,097.61
005552	KRONOS SAASHR, INC.							
	I-12358011	UKG READY TIME/ACCRUALS MGR	R	2/27/2025		682.93CR	179505	
	I-12358012	UKG READY COMP/PERFORMANCE	R	2/27/2025		62.22CR	179505	
	I-12360493	UKG READY PAYROLLS/ACH RTNS	R	2/27/2025		275.00CR	179505	1,020.15
000334	L & M FLEET SUPPLY							
	I-9559862	GLOVES/BRN CANVAS	R	2/27/2025		18.04CR	179506	
	I-9590028	EAR PLUGS/SAFETY GLASSES	R	2/27/2025		21.34CR	179506	
	I-9590252	SCRIBER BULK/STAPLES HD	R	2/27/2025		5.68CR	179506	
	I-9591690	WATER/SNOW SHOVEL	R	2/27/2025		35.99CR	179506	
	I-9595006	HATS/BRIGHT LINE LOGO	R	2/27/2025		102.54CR	179506	
	I-9595170	PROPANE TANK/SINK BASKET STRAI	R	2/27/2025		19.91CR	179506	
	I-HIB-01-10000114	WATER	R	2/27/2025		32.95CR	179506	
	I-HIB-01-10000606	WINDSHIELD SQUEEGEE/SOCKET	R	2/27/2025		11.94CR	179506	
	I-HIB-03-10004055	SAFETY SHOES/AARON HUGHES	R	2/27/2025		113.99CR	179506	
	I-HIB-03-10004231	GREASE DISC BRK BEAR	R	2/27/2025		11.38CR	179506	
	I-HIB-03-10004296	EXTENSION CORD	R	2/27/2025		28.49CR	179506	
	I-HIB-03-10004570	GOJO WIPES/SHOP TOWELS/BOTTLE	R	2/27/2025		174.36CR	179506	
	I-HIB-03-10004695	PLUG/COMB WRE/BULK FASTENERS	R	2/27/2025		19.32CR	179506	
	I-HIB-03-10004982	BATTERY	R	2/27/2025		7.59CR	179506	
	I-HIB-03-10005027	SNOW SHOVEL/BATTERY/FLASHLIGHT	R	2/27/2025		118.44CR	179506	
	I-HIB-03-10005033	JKT BLK/RED/PLATFORM	R	2/27/2025		170.99CR	179506	
	I-HIB-03-10005075	MITT/FURNACE CEMENTS/SOAPSTN	R	2/27/2025		104.60CR	179506	
	I-HIB-03-10005332	BATTERY/WATCH/COIN	R	2/27/2025		8.53CR	179506	
	I-HIB-05-10002564	GLOVES/TOW HOOK	R	2/27/2025		204.18CR	179506	
	I-HIB-05-10003200	FLUID STARTING/PB BLASTER/WASH	R	2/27/2025		51.00CR	179506	
	I-HIB-05-10005758	MEASURE WHEEL	R	2/27/2025		42.74CR	179506	
	I-HIB-05-10006477	SAFETY BOOTS/KRISTI FAIRCHILD	R	2/27/2025		141.07CR	179506	
	I-HIB-07-10000253	PADLOCKS	R	2/27/2025		135.66CR	179506	1,580.73

VENDOR SET: 01

BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000893	LAKE COUNTRY POWER							
	I-0900 FEB 25	ACT 2330900 FEB 25	R	2/27/2025		12.00CR	179507	
	I-1000 FEB 25	ACT 2331000 FEB 25	R	2/27/2025		249.00CR	179507	
	I-1900 FEB 25	ACT 4081900 FEB 25	R	2/27/2025		64.00CR	179507	
	I-3600 FEB 25	ACT 8704803600 FEB 25	R	2/27/2025		12.00CR	179507	
	I-5101 FEB 25	ACT 141665101 FEB 25	R	2/27/2025		74.00CR	179507	
	I-5201 FEB 25	ACT 143315201 FEB 25	R	2/27/2025		50.45CR	179507	
	I-7900 FEB 25	ACT 2207900 FEB 25	R	2/27/2025		17,629.00CR	179507	18,090.45
000166	LAWSON PRODUCTS INC							
	I-9312223849	JIC MEGACRMP FTGS	R	2/27/2025		335.21CR	179508	
	I-9312223850	PIPE FTGS/TRU TORQ HHCS/NUT	R	2/27/2025		1,480.60CR	179508	
	I-9312227922	BLACK TY RAPS	R	2/27/2025		20.63CR	179508	
	I-9312236321	JIC SWV MEGACRMP FTGS	R	2/27/2025		195.02CR	179508	2,031.46
005677	LEGEND HOMES LLC							
	I-02/12/25	FINAL PMT/INT STATION 2/FD	R	2/27/2025		13,055.00CR	179509	13,055.00
002687	LHB INC							
	I-230052.00-12	23/24 BRIDGE INSPECTIONS	R	2/27/2025		2,855.50CR	179510	
	I-230665.00-2	HBG HOWARD ST TIF THRU 1/24/25	R	2/27/2025		4,880.00CR	179510	
	I-230741.00-14	ZIM RD BRIDGE THRU 1/24/25	R	2/27/2025		799.50CR	179510	8,535.00
005445	LIFE-ASSIST, INC							
	I-1553025	FINGERTIP PULSE OXIMETER	R	2/27/2025		105.28CR	179511	
	I-1553635	I-GEL RESUS PACK/DISINFECTANT	R	2/27/2025		857.14CR	179511	
	I-1553841	MCGRATH VLS BLADE/SUCTION HAND	R	2/27/2025		376.55CR	179511	
	I-1555531	SODIUM CHLOR IV SOLUTION	R	2/27/2025		117.75CR	179511	1,456.72
000246	MACQUEEN EQUIPMENT INC							
	I-E02167	95 GAL REFUSE CARTS/WHEELS	R	2/27/2025		34,044.00CR	179512	34,044.00
002867	MEDIACOM LLC							
	I-3244 FEB 25	ACT 8384923250093244 FEB 25	R	2/27/2025		326.91CR	179513	326.91
003521	MEDICAREBLUE RX							
	I-MARCH 2025	MARCH 2025 BILLING	R	2/27/2025		30,052.60CR	179514	30,052.60
000881	MESABI TRIBUNE/APG MEDIA OF MN							
	I-1004 JAN 25	ACT 1004 JAN 25/ENGINEER BIDS	R	2/27/2025		2,304.00CR	179515	
	I-ADMIN 52 WKS 2025	ADMIN 52 WKS 2025 SUBSCRIPTION	R	2/27/2025		387.80CR	179515	2,691.80

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005266	MINNEAPOLIS OXYGEN COMPANY I-0020348100	TOTE OUTFILT/OXYGEN/ACETYLENE	R	2/27/2025		381.54CR	179516	381.54
005712	MINNESOTA DEED I-BCD25009100040004	2025 SITE SELECTORS GUILD CONF	R	2/27/2025		5,000.00CR	179517	5,000.00
003173	MN FIRE SERVICE CERTIFICATION BOARD I-13533	RETEST FEES/INSTR 1	R	2/27/2025		150.00CR	179518	150.00
000267	MN LIFE INSURANCE COMPANY I-FEB 2025	FEB 2025 LIFE INSURANCE	R	2/27/2025		2,065.44CR	179519	2,065.44
000094	MN STATE PATROL, CMV SECTION I-2025 DECALS S ESTE I-2025 DECALS/T SEPP	2025 DECALS/SKEETER ESTEY 2025 DECALS/TODD SEPPALA	R R	2/27/2025 2/27/2025		20.00CR 20.00CR	179520 179520	40.00
002935	O'REILLY AUTO PARTS I-1824-169798 I-1824-169820 I-1824-170000	55 GLDGREASER CAPSULE MOTOR OIL/OIL FILTER/WIPER BLD	R R R	2/27/2025 2/27/2025 2/27/2025		419.99CR 50.60CR 164.05CR	179521 179521 179521	634.64
005698	FARETO HEALTH, LLC I-ICM-48215	INTEGRATED COST MGMT	R	2/27/2025		306.00CR	179522	306.00
001235	POWERPLAN OIB (FORMERLY NORTRAX) I-2471026	FUEL DOUSING PRESS/15 JD 644K	R	2/27/2025		5,595.48CR	179523	5,595.48
000206	PUBLIC UTILITIES COMM I-1/1/25-1/31/25	1/1/25-1/31/25 UTILITIES PMT	R	2/27/2025		115,868.18CR	179524	115,868.18
003874	PYRAMID EQUIPMENT, INC I-54426 I-54426.1 I-54429	PROX SWITCH PROX SWITCH CYLINDER	R R R	2/27/2025 2/27/2025 2/27/2025		909.66CR 292.00CR 4,041.14CR	179525 179525 179525	5,242.80
000077	RADKO IRON & SUPPLY INC I-22006/1 I-22022/1 I-22087/1 I-22118/1 I-22134/1	BOSS SNOWFLOW HYD FLUID OVAL STROBE LIGHT ROLLED ROUND/SHEET STEEL CORD EXTN/DUST CAPS LIGHT BOX	R R R R R	2/27/2025 2/27/2025 2/27/2025 2/27/2025 2/27/2025		55.96CR 134.97CR 194.72CR 54.97CR 79.99CR	179526 179526 179526 179526 179526	520.61

VENDOR SET: 01
BANK : APENK US BANK ***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002152	RANGE CORNICE HTG SHEET M							
	I-18362	PILOT/SENSOR/BURNER/CURLCLB	R	2/27/2025		280.00CR	179527	
	I-18363	THERMOSTAT/BUS MUSEUM	R	2/27/2025		140.00CR	179527	
	I-18364	HEAT/THERMOSTAT/OLD DMR BLDG	R	2/27/2025		300.00CR	179527	
	I-18365	CHIMNEY/HEAT/SWITCH/B? GAR	R	2/27/2025		435.00CR	179527	1,155.00
005625	RAPP STRATEGIES INC.							
	I-2119	PROF FEES NOV 2024	R	2/27/2025		4,000.00CR	179528	4,000.00
002779	RAY ALLEN MANUFACTURING CO INC							
	I-RINV419539	HUD CHARGE LEAD/WALL CHARGER	R	2/27/2025		45.97CR	179529	45.97
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D070595	LOW LEVEL MERCURY 1/28/25	R	2/27/2025		436.39CR	179530	
	I-D070670	INFLOUENT & EFFLUENT 1/30/25	R	2/27/2025		102.41CR	179530	
	I-D070676	LOW LEVEL MERCURY 1/30/25	R	2/27/2025		436.39CR	179530	
	I-D070784	INFLOUENT & EFFLUENT 2/4/25	R	2/27/2025		102.41CR	179530	
	I-D070817	INFLOUENT & EFFLUENT 2/5/25	R	2/27/2025		102.41CR	179530	
	I-D070840	INFLOUENT & EFFLUENT 2/6/25	R	2/27/2025		132.51CR	179530	
	I-D070926	INFLOUENT & EFFLUENT 2/11/25	R	2/27/2025		102.41CR	179530	
	I-D070963	INFLOUENT & EFFLUENT 2/12/25	R	2/27/2025				1,547.44
000135	ROAD MACHINERY SUPPLIES							
	I-W2694505	NEW SEAL KIT/CYLINDER	R	2/27/2025		1,936.66CR	179531	1,936.66
005709	SAFELITE FULFILLMENT, LLC							
	I-03712-000059	SOLAR 3RD VISOR/23 FORD EXP/PD	R	2/27/2025		668.61CR	179532	668.61
004131	SHRED-N-GO, INC.							
	I-178895	SHRED SVCES THRU 2/10/25/LIBR	R	2/27/2025		83.93CR	179533	83.93
004033	SNAP VINYL SIGNS							
	I-1877	DECALS	R	2/27/2025		580.00CR	179534	580.00
005678	SNYDER INDUSTRIES							
	I-572025	100-300 GAL REFUSE CONTAINERS	R	2/27/2025		42,850.00CR	179535	42,850.00
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING							
	I-294294	AMP DEC 24	R	2/27/2025		2,414.60CR	179536	
	I-294400	JAN 2025 FUEL	R	2/27/2025		40,892.18CR	179536	43,306.78
000462	SULLIVAN CANDY AND SUPPLY							
	I-704462	2 CANS FOLGERS	R	2/27/2025		37.98CR	179537	37.98

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000722	SUPER ONE FOODS - RETAIL ACCOUNTING							
	I-00298956	TORTILLA/TRUFFLES/TRISCUIT	R	2/27/2025		57.73CR	179538	142.12
	I-00302284	WATER/CHIPS/VEGGIE TRAY/DIP	R	2/27/2025		84.39CR	179538	
000685	TK ELEVATOR (THYSSENKRUPP)							
	I-3008340868	ELEVATOR SVCS 2/1/25-4/30/25	R	2/27/2025		1,734.63CR	179539	1,734.63
003130	TONER PLANET PACK N SHIP							
	C-CM381230	REMOVE STATE SALES TAX	R	2/27/2025		0.31	179540	
	I-381007	USPS GROUND/BCA/ST PAUL	R	2/27/2025		9.56CR	179540	
	I-381230	UPS GROUND/SENSIT/VALPARAISO	R	2/27/2025		24.67CR	179540	33.92
005286	TOWMASTER							
	I-475327	DUAL CLIP/NOZZLE BODY	R	2/27/2025		130.17CR	179541	130.17
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW							
	I-2063283 JAN 25	PRE EMPL SCRIN/FD JAN 25	R	2/27/2025		1,030.50CR	179542	1,030.50
005463	VALVOLINE INSTANT OIL CHANGE							
	I-199492	OIL CHANGE/3136	R	2/27/2025		47.58CR	179543	
	I-199546	OIL CHANGE/8100	R	2/27/2025		47.58CR	179543	
	I-199856	OIL CHANGE/4077	R	2/27/2025		47.58CR	179543	142.74
000633	ZIEGLER, INC							
	I-IN001793308	HOSE A	R	2/27/2025		142.46CR	179544	142.46

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	77	0.00	906,105.25	906,105.25
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	77	0.00	906,105.25	906,105.25

VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
179519	01-000267	MN LIFE INSURANCE COMPANY	6	CHECK DATE < PAY DATE	TRAN NO#: I-FEB 2025
179514	01-003521	MEDICAREBLUE RX	5	CHECK DATE < PAY DATE	TRAN NO#: I-MARCH 2025
TOTAL ERRORS: 0			TOTAL WARNINGS: 2		

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

101			2/2025			251,483.66CR		
211			2/2025			11,039.16CR		
255			2/2025			5,000.00CR		
400			2/2025			45,931.10CR		
418			2/2025			5,432.00CR		
602			2/2025			46,551.04CR		
603			2/2025			96,031.74CR		
610			2/2025			442,323.90CR		
612			2/2025			2,006.65CR		
805			2/2025			306.00CR		
=====								
ALL						906,105.25CR		

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005708	AMERIHHEALTH ADMINISTRATORS I-7010182878 I-7010184239	MEDICAL CLAIMS PAID 2/17/25 MEDICAL CLAIMS PAID 2/24/25	D D	2/27/2025 2/27/2025		17,519.69CR 136,481.20CR	001515 001515	154,000.89
005703	SMITH HEALTH, INC. I-20250215_SRX019829	VEBA/PPO RX CLAIMS FEB 2025/2	D	2/27/2025		40,115.46CR	001516	40,115.46

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	194,116.35	194,116.35
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:	2	0.00	194,116.35	194,116.35

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

2-27-25
Kand made

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

FUND	PERIOD	AMOUNT
805	2/2025	194,116.35CR
ALL		194,116.35CR

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

Payroll Recap & Funding

Biweekly Regular 02/28/2025

Pay Date: 02/28/2025

Payroll Overview

Payroll	Biweekly Regular 02/28/2025
Pay Date	02/28/2025
# Employees	171
# Paid Employees	171
# Regular	171
# Pay Periods	1
Base Compensation Changes	5
New Hires	2

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD6 UK	1	1	84.97 ^D
Direct Deposits Debited	234	169	277,245.03 ^D
Total			277,330.00
(D) POD6 UKG Payroll Services Admin Debit			-277,330.00
Your Remaining Bank Account Liability			0.00
Vouchers Printed	1		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	140	36,409.59 ^D
FICA/ER	41-6005232	114	13,999.92 ^D
FICA/EE	41-6005232	114	13,999.92 ^D
MEDI/ER	41-6005232	171	5,954.70 ^D
MEDI/EE	41-6005232	171	5,954.70 ^D
SIT:MN/EE	8022766	146	17,474.00 ^D
Total			93,792.83
(D) POD6 UKG Payroll Services Admin Debit			-93,792.83
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	5	278.18 ^C
AFSCME MN COUNCIL 65	62	3,843.72 ^C
City of Hibbing Insurance	127	142,004.95 ^D
EMPOWER	65	9,530.12
FIREFIGHTERS LOCAL #173 C/O	23	1,871.28 ^C
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	16	3,940.79
MADISON NATIONAL LIFE	11	361.86 ^C
MAPE UNION ATTN: JULIE LEE	6	428.36 ^C
MINNESOTA TEAMSTERS NO. 320	3	345.00 ^C
MN CHILD SUPPORT PAYMENT CE	2	731.88 ^D
MN PERA	140	90,164.46
MN PUBLIC EMPLOYEES ASSOCIA	23	1,104.00 ^C
NATIONWIDE	13	1,865.00
Total		256,609.60
(D) POD6 UKG Payroll Services Admin Debit		-142,876.83
(C) Vendor Checks		-8,232.40
Your Remaining Vendor Liability		105,500.37

Total

Total	627,732.43
POD6 UKG Payroll Services Admin Debit	-513,999.66
Total of Your Responsibility	113,732.77

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	02/27/2025	x0087	142,876.83
Tax Payment	02/27/2025	x0087	93,792.83
Empl. Checks SPA	02/27/2025	x0087	84.97
Empl. Dir. Dep. SPA	02/27/2025	x0087	277,245.03
Total Debits			513,999.66

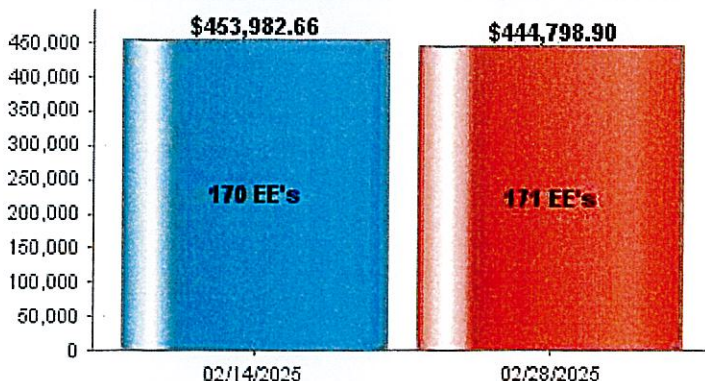
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	142,876.83
Vendor Checks	8,232.40
Tax Payment	93,792.83
Empl. Checks SPA	84.97
Empl. Dir. Dep. SPA	277,245.03
Total	522,232.06

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	445,463.81	
ER Deduction	162,309.80	
ER Tax (Offset)	19,954.62	
Check		84.97
ER Tax		19,954.62
Tax		73,838.21
Deduction		94,295.60
ER Deduction (Offset)		162,309.80
Direct Deposit		277,245.03
	627,728.23	627,728.23

Comparison To Last Pay Period - Gross Wages



PR# 5-25
2/8/25-2/21/25
PAID 2/28/25

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

Kronos SaaShr, Inc.
City of Hibbing



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Page 1 of 2



Request for Council Action

City Council Action

Authorize the summer student postings for City Services, Library, Public Works, Cemetery, and Community Development.

Description of Agenda Item

Authorize the summer student postings for City Services, Library, Public Works, Cemetery, and Community Development.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

12 City Services Summer Students, 4 Recreation Students, 6 Public Works/Cemetery Students, 2 Library Interns, 1 Economic Development Intern.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the summer student postings for City Services, Library, Public Works, Cemetery, and Community Development.

Attachments

None



Request for Council Action

City Council Action

Authorize the posting of two temporary Seasonal Maintenance Positions for City Services.

Description of Agenda Item

Authorize the posting of two temporary Seasonal Maintenance positions for City Services.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Summer seasonal staff.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the posting of two temporary Seasonal Maintenance Positions for City Services.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Chris Rengstorf for Patrol Officer II pending pre-employment contingencies

Description of Agenda Item

Authorize the hire of Chris Rengstorf for Patrol Officer II pending pre-employment contingencies

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Authorize the hire of Chris Rengstorf for Patrol Officer II pending pre-employment contingencies

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Approve client services agreement with USI for insurance brokerage services effective 3-1-25 to 3-1-26 in the amount of \$26,000.

Strategic Initiative

This is a continuation of services with USI. We have been happy with their engagement in how we manage our insurance.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Our annual agreement with USI expires on 3/1/25. This agreement is the same with the exception of Paradigm (our nurse triage line of approximately \$2,000) will be paid directly to Paradigm rather than getting passed through USI.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$26,000 will be paid to USI and approximately \$2,000 will be paid directly to Paradigm. The previous annual fee was \$28,080 for these services, collectively. This is budgeted under 101-49-9240-365 – Insurance Agent Fees.

Action Requested

Approve the contract for services.

Attachments

1. City of Hibbing Fee Agreement 2025

CLIENT SERVICE AGREEMENT

This Client Service Agreement (“Agreement”) is made and entered into this 01 day of March, 2025 (“Effective Date”), by and between USI Insurance Services LLC (“USI”), and City of Hibbing (“Client”).

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

Package & Workers Compensation

2. SERVICES

2.1 Client Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- Conduct client meetings to understand and strategize risk management objectives
- Complete risk identification, risk assessment, risk program design, and implementation of risk management program
- Conduct exposure analysis
- Analyze current insurance program and make recommendations for program enhancements
- Discuss coverage and marketing strategy

Ongoing

- Develop a service calendar of agreed to touch point meetings during the year
- Negotiate coverage terms, premiums and the placement of coverages with insurers
- Oversee the quality and success in the delivery of all USI services
- Provide day-to-day consulting on servicing of insurance
- Monitor the market place for any new trends, product development and additional markets, which may offer enhancements to program
- Review contracts related to insurance requirements

- Review insurance policies for conformity with the insurer's proposals and obtain necessary revisions
- Review the accuracy of each binder, certificate, endorsement, premium audit and other documents received from the insurers, and obtain necessary revisions
- Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements and related documentation within the timeframes of our service level agreement
- Prepare certificates of insurance as requested by Client and as appropriate
- Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy of such information

Claims services

- Provide detailed loss data to Client on a periodic basis, based on data from the insurers
- Analyze Client's loss data to determine trends in causes and frequency, and provide the data analysis to Client on a periodic basis
- Monitor the claims services provided by Client's insurer(s), including assistance with claims submissions interpretation of insurance policies
- Analyze reserve amounts allocated for claims, by insurers.
- Monitor problematic claims regularly and advocate for Client

2.2 Risk Management Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- Implement and/or enhance your occupational medical relationships, including physician training and onsite medical provider visit(s)
- Provide access to the First Report OnlineTM software and OSHA log software and provide training for use of software
- Monitor claims activity, challenge work abilities when needed, and keep the carrier accountable in moving claims towards closure
- Assist with larger claim mitigation and mediation
- Participate in claims reviews, including valuation date preparation
- Review and update employee injury management organizational policies
- Implement steps to reduce lost time claims
- Provide supervisor and employee training
- Formalize accident investigation process and assist with investigations
- Coordinate with insurance carrier's loss control services
- Calculate projected Mod rates
- Review Work Comp Audits

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

USI will be compensated for the services through payment of a fee by Client to USI as outlined in this Agreement. The Annual fee will be \$26,000.00, payable and to be invoiced as follows: Annually, due at inception.

“The referenced agency fee includes compensation for workers’ compensation coverages at an estimated amount of \$13,100 .”

In the event that Client requests USI to place any new lines of insurance in addition to those referenced in Paragraph 1, USI will accept commissions on such placements. At the onset of the next annual renewal cycle, USI will then include those new lines of coverage in the fee agreement or commission process. Any surety-related coverages not referenced will also be invoiced on a commission basis.

Client will be responsible for any surplus lines or administrative taxes or stamping fees associated with the coverages placed. Such charges will be invoiced and will be in addition to the fee.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

Miscellaneous sources of compensation

In addition to the foregoing, USI may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through USI’s bank accounts
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.
- Vendors and / or service providers

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI’s compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Client insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to Client prior to binding any coverage on your behalf.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on 03/01/25 and shall terminate One Year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

5.2 Termination. Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by the Client prior to expiration, USI's "annual" compensation will be deemed earned according to the following schedule:

- 60% at inception
- 75% after four months
- 100% after seven months

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. SURPLUS LINES

In certain cases, placements that USI makes on Client's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Client agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. MISCELLANEOUS

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's plan, our contemplated engagement and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for you and your employees. Client further represents that USI's use of this information to perform services for you and your employees does not and will not violate any privacy notice or other policy issued by you or any benefit program you maintain, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of Minnesota, without regard to its conflict of laws principles.

12. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC

City of Hibbing

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



Request for Council Action

City Council Action

Authorize the Mayor and City Clerk to sign the Services Agreement Between the City of Hibbing and SafeAssure.

Description of Agenda Item

2025-2026 Safe Assure Services Agreement.

Strategic Initiative

Provide programs/services meeting MNOSHA/OSHA requirements including, written programs, training services, simulated audits, inspection assistance, work-related injury assistance, SDS Database, and compliance updates.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

This will be the third year of service with SafeAssure.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

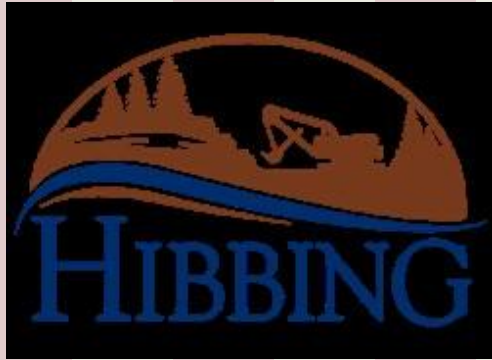
Budgeted. Cost for 2025-2026 is \$9,696.63, which is a 3% increase from last year.

Action Requested

Authorize the Mayor and City Clerk to sign the Services Agreement Between the City of Hibbing and SafeAssure.

Attachments

1. SafeAssure Proposal 2025



WHAT SAFEASSURE WILL DO FOR THE CITY OF HIBBING

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

This Proposal is effective the first day of April 2025, for The City of Hibbing, Hibbing, Minnesota, herein referred to as The City of Hibbing and SafeAssure 7505 93rd Ave NE, Spicer, Minnesota, herein referred to as SafeAssure. This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 130 municipalities in Minnesota, any or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 8 to 10 committed employees (depending on time of year). Although there are other staff, key team members most directly servicing municipalities and your specific organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services/Quality Control
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paul (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse The City of Hibbing should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
- SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to the City of Hibbing.
- SafeAssure will conduct simulated OSHA audits of facilities (buildings), record deficiencies and make corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All city owned buildings where city employees work will be inspected upon request and at no additional costs.
- SafeAssure will provide answers to all, and any OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
- SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
- SafeAssure will provide an “ALERT” system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
- SafeAssure will provide access to an SDS database specific to the City of Hibbing through Velocity (formerly MSDSONline). The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - On-site training (preferred) with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - Online ZOOM (see schedule)
 - Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on most subjects (see schedule) for employees directed by management to do online training (such as during shutdowns, new employees, or employees who missed on-site training).
- **Data Practices Act.** All government data collected, created, received, maintained or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 et seq. (“the Data Practices Act”). SafeAssure agrees to comply with the Data Practices Act as it applies to any data provided to it by the City or third parties and further agrees to cooperate and assist City staff in complying with any data practices requests arising out of, or related to, information generated or submitted pursuant to the contract.
- All programs, policies, training, and procedures referenced on the following page **do not** include the cost of hardware such as labels and signs. It will be the responsibility of The City of Hibbing to obtain this hardware as required to comply with OSHA standards.
- All the time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure. These hours (if any) will only be allowed upon approval of the City of Hibbing management representative and SafeAssure.
- Training subject matter will include all subjects listed within the provided annual schedule (see within).

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, The City of Hibbing (upon request) with a current Certificate of Insurance with the above coverage lines.

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that The City of Hibbing will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges The City of Hibbing and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of Hibbing, its agents, members, and heirs from all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of The City of Hibbing, and nothing in this agreement should be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from April 2025 SafeAssure agrees to provide The City of Hibbing with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see attached 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Hibbing.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by services and schedule to be paid in full (total each year as stated below) by the agreement start month of April 2025 (or at a later date approved by SafeAssure or due date stated within the produced invoice).

1 YEAR TOTAL COST
SDS SERVICES (SDS ON-LINE)

\$9,696.63
(included)

TOTAL ANNUAL

\$9,696.63

IN TESTIMONY WHEREOF, we agree with the day and year first written above and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Hibbing Date

X _____
The City of Hibbing Date

X 

President-SafeAssure Date

022825

Date



Request for Council Action

City Council Action

Approve the Mechanic/Maintenance job description.

Description of Agenda Item

Approve the Mechanic/Maintenance job description.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Position is currently vacant. Significant job description modifications include removal of lead duties, and reduction in education/experience related to mechanic responsibilities. This position will still be responsible for small engines, but significant mechanical work will be completed by the Public Works Garage. Modifications will result in a reduction in pay grade from 10 to 7.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budget reduction from Grade 10 to Grade 7.

Action Requested

Approve the Mechanic/Maintenance job description.

Attachments

1. Mechanic Maintenance JD



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Mechanic/Maintenance **DATE:** 3/1/18, 3/7/22, 3/13/25

DEPARTMENT: City Services **PAY GRADE:** 7

EXEMPTION STATUS: Non-Exempt

REPORTS TO: City Services Director

SCOPE OF POSITION:

Responsible for the inspection, repair and maintenance of a variety of vehicles, equipment, and infrastructure for the City Services departments including, but not limited to parks, golf course, facilities, campground, athletic complexes, trails, etc. Duties include diagnosing mechanical issues, scheduling and performing vehicle and equipment maintenance activities and repair to minimize down time and impact on maintenance activities of City Services properties, facilities, and programs. Responsible for developing equipment replacement schedules, specifications, and input on equipment purchases within City Services and assisting with general park/facility maintenance and winter snow removal as needed or assigned.

Work Environment: Indoor and outdoor in maintenance shop setting and parks and fields. Varying temperatures, handle cleaning solvents, chemicals, paint material, fuels, lubricants, welding supplies, acetylene torch, hand, and power tools.

Supervision Received: City Services Director

Commented [NA1]: Or Assistant when that time comes. Lead Maintenance will assign duties to this person as well.

Supervision Exercised: None.

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

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

PRIMARY RESPONSIBILITIES:

- Develop day to day, weekly, and monthly equipment, and vehicle maintenance requirements
- Establish work schedules to meet the equipment repair requirements of the department.



- Modify daily work schedule to compensate for fluctuations in equipment, materials, or personnel availability.
- Interpret prints, sketches, and equipment specification sheets.
- Plan and perform work requiring knowledge of gas and diesel engines and auxiliary and mechanical equipment, hydraulic and air supply systems, and pumps.
- Perform diagnostics, maintenance, and repairs on mechanical systems and components to ensure proper functionality and performance of equipment and vehicles. Inspect and repair improper function of gas, diesel, and mechanical equipment.
-
- Inspect, troubleshoot, and repair mechanical, electrical, and structural components of equipment and vehicles.
- Perform maintenance, fabrication, and welding as needed for repair and modifications.
- Operate tools, machinery, and equipment to support maintenance and repair tasks.
- Keep area & equipment clean and in orderly conditions.
- Attend related training and seminars as required to stay up to date with equipment and repairs.
- Purchase supplies, parts, and equipment as directed.
- Provide guidance on safe operating procedures and maintenance responsibilities for vehicles and equipment.
- Perform routine inspections of equipment, vehicles, and facilities to remain aware of work that needs to be accomplished on a short- and long-term basis.
- Perform carpentry work as needed and safely use a variety of hand and power tools.
- Works cooperatively and participates with co-workers to create a positive workplace environment.
- Provides, and sets the example for, excellent customer service and ability to work effectively with user groups.
- Performs facility repairs, maintenance of grounds, facilities, ice rink, snow removal, and janitorial duties as needed.
- Performs assigned maintenance tasks and operate machinery, including plumbing and electrical work, as directed.
- Performs other duties and assumes other responsibilities as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Ability to make general repairs to city buildings and equipment involving knowledge of mechanical and plumbing principles.
- Knowledge of mechanical, electrical, and hydraulic systems.
- Knowledge of basic welding and fabrication skills.
- Exercise considerable judgement in selecting and using materials and equipment in maintenance work.
- Attention and care required to prevent damage to machines and light mobile equipment
- Ability to operate various equipment including, but not limited to, forklift, skid steer, and backhoe.



- Ability to read and understand SDS sheets and follow safety procedures and regulations.
- Ability to understand and follow safety rules and procedures.
- Ability to operate tools, machinery, and operate motorized equipment and utility vehicles.

MINIMUM QUALIFICATIONS:

- High school diploma or equivalent (GED).
- Two years of experience in welding, vehicle, equipment, or machinery maintenance and repair required.
- Class 'B' Driver's License with Tank Endorsement or ability to obtain within six months of hire.
- Ability to obtain Forklift certification within six (6) months.
- Basic carpentry skills preferred.
- Park, golf course, arena, or facility, maintenance experience preferred.

PHYSICAL REQUIREMENTS:

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

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

The employee is frequently required to stand, walk, reach with arms and hands, climb, balance, stoop, kneel, crouch, and crawl. The employee must have the ability to work in confined spaces and at various heights.

The employee must have the physical endurance to perform strenuous tasks in various weather conditions, including extreme heat, cold, and inclement weather.

The employee must be able to handle and operate medium-sized tools and equipment, including wrenches, power tools, and machinery components, with precision and control.

Vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee must be able to lift, push, pull, and carry up to 55 pounds regularly and occasionally heavier weights with assistance.

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



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

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:
Supervisor: 3/7/2025
City Administrator:
City Council:

DRAFT



Request for Council Action

City Council Action

Authorize the posting of one full-time Mechanic/Maintenance position.

Description of Agenda Item

Authorize the posting of one full-time Mechanic/Maintenance position.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Howard LaVigne.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted. Budget reduction from grade 10 to grade 7 due to job description modifications.

Action Requested

Authorize the posting of one full-time Mechanic/Maintenance position.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. White Elephant Sale Special Event Permit Application

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	White Elephant Sale (WES)
Date of Event:	set up 4/22-4/25 event 4/26
Location of Event:	Hibbing Memorial Building
Organizer:	Our Savior's Lutheran Church, Hibbing, MN
Organizer Contact Information:	Home Phone:218-263-7422 Work Phone: Cell Phone:651-332-1528

☒ **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: Hibbing Memorial Building Arena, 400 E 23rd Street, Hibbing

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

The WES is an annual event held in the city of Hibbing put on by Our Savior's Lutheran Church (OSLC). The purpose of the event is threefold: raise funding for OSLC building maintenance, to serve the community by providing much needed necessities for pennies on the dollar, and to create community spirit in the labor leading up to the event, as well as holding the event itself.

Date of Event: April 22-25 set up days, April 26, 2025 event

Refer media or citizen inquires to:

Chris Magnusson

Telephone: 218-969-7137

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: **Rev. Kevin C. Olson**

Address: **3604 20th Ave. East, Hibbing**

Mailing Address: **501 E 23rd Street, Hibbing, MN 55746**

Affiliation: **Parish Pastor**

Telephone: (day) 218-263-7422 (evening) 651-332-1528

EVENT PRINCIPALS:

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

Name: Rev. Kevin C Olson		
Organization/Business/Agency/Affiliation: Our Savior's Lutheran Church		
Mailing Address: 501 E 23rd Street		
Daytime Phone: 651-332-1528	Evening Phone:	Other: 218-263-7422
Title and Functional Responsibility with Regard to the Event: Will be involved with all the major functions of the WES from planning to the execution of the event on the day of the sale.		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

Name: Ms Chris Magnusson		
Organization/Business/Agency/Affiliation: WES Secretary		
Mailing Address: 501 E 23rd Street		
Daytime Phone: 218-969-7137	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Records all actions and planning with respect to the to the WES from year to year, also serves in the communication and promotion of the event.		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE <i>(first choice)</i> : April 22-25 set up, April 26 event
Alternate days and dates: • <u>not applicable due to schedule and facility constraints</u> • <u>the event needs to take place as scheduled and has been</u> • <u>done in that manner for over 70 years.</u>
REQUESTED HOURS OF OPERATION: From: <u>7 a.m.</u> a.m. / p.m. To <u>5 p.m.</u> a.m. / p.m.
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>Tues, 4/22-Friday, April 25</u> Time: <u>7:00a.m. to 9:00 p.m.</u> a.m. / p.m.
Describe the number and type of animals to be used in the Event ☒ 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. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☒ Attached
Anticipated number of Participants: <u>135</u> Spectators: <u>1,000</u>
**INSURANCE
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation".
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
- ☐ Indicate who and how many will be responsible for cleaning up the event after the event.
- ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
- ☐ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☐ If a route is involved, the places where buses or trains need to be considered;
- ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☐ **Indicate if Roads and/or Sidewalks will be Closed**
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☐ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing);
- ☐ Alcoholic beverage concession areas; **location must be specified**
- ☐ Non-alcoholic concession areas;
- ☐ Food concession areas;
- ☐ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☐ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (**Must contact Fire Marshal**)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☐ Tables, enclosures, etc.;

	☐ Temporary or permanent structures constructed for the event;
	☐ Site of electrical wiring to be installed for the event;
	☐ Trash containers (indicate number): <u> 5 </u>
	☐ Other. Please describe:
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, <u>including the intended hours</u> of the music, sound or noise. does not apply
	If a casino party, a dance or live entertainment is a part of your event, please describe: does not apply
	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. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For? BEER ☐ Yes ☐ No COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages: n/a
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. n/a
	Describe how, where, when and by whom the alcoholic beverages will be served. n/a
	List of people who will be selling the alcohol: n/a
Have they attended server training? ☐ Yes ☒ No	

FOOD:	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ 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).
	A health permit may be required from either the State of MN or St. Louis County. ☒ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control. In accordance with the WES responsibility/Matrix form that is attached, we have designated guards at each door to the event for crowd control. If needed, police can be called and quickly dispatched.
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. The event takes place during daylight hours, so no need for lighting.
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. n?a
☐ 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: n/a

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

- ☐ Ambulance n/a
- ☐ 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.

n/a

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.

n/a

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."

The event is held on Saturday, no adverse impact on school or work week. ample parking in the Memorial building parking lot. OSLC volunteers are working on a tight schedule, so the set up, execution, take down and cleanup have very little adverse affect on our neighbors.

OTHER PERTINENT INFORMATION:

Community members look forward to the event. The planning is incredibly deliberate not to interfere with other community events.

White Elephant Sale, Hibbing Memorial building, general set up info.

Each table configuration has entrance and exit large enough to accommodate EMS.

We maintain clear paths between table configurations to accommodate EMS.

Furniture Area is set up in rows and varies each year.

We use the bottom two benches of the bleacher area for merchandise.

We use thin tables (18") next to plexiglass of bleacher area.

POST
CONSPICUOUSLY

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

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$95.00

247

LICENSE NO. FBL-22895-28944 FOR THE OPERATION OF:
License Categories: Hospitality Fee, Special Event Food Stand

ESTABLISHMENT: Our Savior's Lutheran Church - SEFS

ISSUED TO:

Our Savior's Lutheran Church
501 East 23rd Street
Hibbing, Minnesota 55746

EVENT LOCATION:

1. White Elephant Sale - Hibbing - 04/26/2025 thru 04/26/2025

License Year: 2025

License Type(s): Special Event



Request for Council Action

City Council Action

Approve the Special Event Permit Application form for Fraboni's to hold their Fraboni Food Show Tuesday and Wednesday, April 15th and 16th, 2025 at the Hibbing Memorial Arena/Curling Club

Description of Agenda Item

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 form for Fraboni's to hold their Fraboni Food Show Tuesday and Wednesday, April 15th and 16th, 2025 at the Hibbing Memorial Arena/Curling Club

Attachments

1. Frabonis Food Show 4 15 & 16

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	FRASONI FOOD SHOW
Date of Event:	^{15th} APRIL 16 2025
Location of Event:	MEMORIAL ARENA / CURLING CLUB
Organizer:	CHRIS BERGON / FRASONI S
Organizer Contact Information:	Home Phone: 218-969-8428 Work Phone: 218-263-8991 Cell Phone: 218-969-8428

☒ 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 Yurelich	218-362-5991
Public Works Dept.	John Sporer/John Yurelich	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: MEMORIAL BUILDING ARENA / CURLING CLUB

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

ANNUAL BUYING SHOW, CUSTOMERS COME TO SAMPLE AND ORDER PRODUCTS

Date of Event: 4/16/2025

Refer media or citizen inquires to:

CHRIS BERGUM

Telephone: 218 263-8991

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:

CHRIS BERGUM / OWNER

Address:

315 E 13th St Hibbing, MN 55746

Mailing Address:

SAME AS ABOVE

Affiliation:

BUSINESS OWNER

Telephone: (day) 218-263-8991 (evening) 218-969-8428

EVENT PRINCIPALS:

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

Name: <u>CHRIS BERGUM</u>		
Organization/Business/Agency/Affiliation: <u>FRABONI WHOLESALE</u>		
Mailing Address: <u>315 E 13th ST HIBBING, MN 55746</u>		
Daytime Phone: <u>218 263-8991</u>	Evening Phone: <u>218 969-8428</u>	Other:
Title and Functional Responsibility with Regard to the Event: <u>OWNER & ORGANIZER</u>		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE (first choice): 4-15-25 to 4-16-25	
Alternate days and dates: N/A	
REQUESTED HOURS OF OPERATION: From: 11:00 a.m. / p.m. To: 6:00 a.m. / p.m. SET UP beginning Day and Date: 4-16 8:00 AM **Indicate the time at which any unit of an event will begin to assemble at such area	
Describe the number and type of animals to be used in the Event ☒ 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. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached Anticipated number of Participants: 300 Spectators:	
**INSURANCE	
☐ Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.	

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation".
 - ☐ Include number, type and location of trash containers to be provided for the event.
 - ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
 - ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
 - ☐ Indicate who and how many will be responsible for cleaning up the event after the event.
 - ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
- Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☐ If a route is involved, the places where buses or trains need to be considered;
- ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☐ Indicate if Roads and/or Sidewalks will be Closed
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☐ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
- ☐ Alcoholic beverage concession areas; *location must be specified*
- ☐ Non-alcoholic concession areas;
- ☐ Food concession areas;
- ☐ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☐ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (*Must contact Fire Marshal*)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☐ Tables, enclosures, etc.;

Temporary or permanent structures constructed for the event; Site of electrical wiring to be installed for the event; Trash containers (indicate number); Other. Please describe:		AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. USE OF PA FOR SOUND AMPLIFICATION		ENTERTAINMENT: If a casino party, a dance or live entertainment is a part of your event, please describe: Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (attach to this application all required licenses)	
Alcoholic Beverages to be served? ☒ Yes ☐ No		Temporary Liquor License Applied For? BEER ☒ Yes ☐ No COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No TEMPORARY ON SALE ☐ Yes ☐ No	
Organization Applying for License for Alcoholic Beverages: CLUBBING CLUB		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: NO SALES OF ALCOHOL CALL DISTRIBUTORS WILL PROVIDE SAMPLES		Have they attended server training? ☐ Yes ☐ No	

FOOD:	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ 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). VENDORS ARE RESPONSIBLE FOR FOOD SAFETY & HANDLING
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or if electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control.
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.
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.
1) 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.	Give names, address and phone numbers of the agency or agencies which will provide first aid staff and equipment. Attach additional sheets if necessary. Name of Agency: _____ Name of Representative: _____ Address: _____ Phone Numbers: _____		
Indicate medical services that will be provided for the event. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> Medical Service ☐ Ambulance ☐ Doctors ☐ Nurses ☐ Paramedics </td> <td style="width: 50%; border: none; text-align: right;"> How Provided: </td> </tr> </table>		Medical Service ☐ Ambulance ☐ Doctors ☐ Nurses ☐ Paramedics	How Provided:
Medical Service ☐ Ambulance ☐ Doctors ☐ Nurses ☐ Paramedics	How Provided:		
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. **NUMEROUS FOOD VENDORS SELLING**

& SAMPLING PRODUCTS

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.

VENDORS ARE BY INVITE ONLY & PRE REGISTER

MITIGATION OF THE IMPACT ON OTHERS:

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

OTHER PERTINENT INFORMATION:

25. Lessee hereby understands that by typing in Lessee's name in the box below that Lessee is providing an electronic signature and Lessee's intent is to be bound by the terms, agreements, and covenants as set forth herein by typing in Lessee's name below. Lessee declares under penalty of perjury that Lessee's true and correct name is typed below in the space provided as Lessee's electronic signature.

Lessee has reviewed and agrees to adhere to all policies, rules, and regulations of the City of Hibbing. Lessee agrees to the terms on this Facility Rental Agreement.

CITY OF HIBBING

APPLICANT (LESSEE)

By: _____

By: Chris Bergon

Printed Name: Nick Arola

Printed Name: CHRIS BERGON

Its: _____
Director of City Services



Request for Council Action

City Council Action

Approve the Raffle Permit Application request of the Lincoln Parent Teacher Organization to hold their raffle on Thursday, May 1, 2025 at the Lincoln Middle School
Raffle Permit #25-03-01

Description of Agenda Item

Approve the Raffle Permit Application request of the Lincoln Parent Teacher Organization to hold their raffle on Thursday, May 1, 2025 at the Lincoln Middle School
Raffle Permit #25-03-01

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 Lincoln Parent Teacher Organization to hold their raffle on Thursday, May 1, 2025 at the Lincoln Middle School
Raffle Permit #25-03-01

Attachments

1. Lincoln PTO Raffle Permit App 5 1 2025



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:	Lincoln PTO	
Type of Organization:		
Mailing Address:	1114 E 23rd Street	
City, State, Zip	Hibbing MN 55746	
Contact Person:	Cassandra Liubakka	Daytime Phone Number: 218 966-6116
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:	Lincoln Elementary School
Dates of Activity:	5/1/25
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	
Total value of prizes to be awarded:	over \$1,500
Types of Prizes:	

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

Organization Representative

Date

☒ Registered as Excluded Raffle

☐ Send to Council for Approval

25-03-01

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Lincoln Parent Teacher Organization Previous Gambling Permit Number: X-
 Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any: 471762624
 Mailing Address: 1114 E 23rd St
 City: Hibbing State: MN Zip: 55746 County: St. Louis
 Name of Chief Executive Officer (CEO): Cassandra Jiubakka
 CEO Daytime Phone: 218-966-6116 CEO Email: lincolnpthibbing@gmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lincoln Middle School

Physical Address (do not use P.O. box): 1114 E 23rd St.

Check one:

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

Date(s) of activity (for raffles, indicate the date of the drawing): 5-01-25

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Cassandra Liubakka Date: 3-5-25
(Signature must be CEO's signature; designee may not sign)

Print Name: Cassandra Liubakka

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer



Request for Council Action

City Council Action

Approve the Raffle Permit Application Request of the HHS Girls Fastpitch to hold their raffle on Tuesday, May 13, 2025 at Bennett Park
Raffle Permit #03-02

Description of Agenda Item

Approve the Raffle Permit Application Request of the HHS Girls Fastpitch to hold their raffle on Tuesday, May 13, 2025 at Bennett Park
Raffle Permit #03-02

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the Raffle Permit Application Request of the HHS Girls Fastpitch to hold their raffle on Tuesday, May 13, 2025 at Bennett Park
Raffle Permit #03-02

Attachments

1. DOC031225

RAFFLE REQUEST

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

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Hibbing girls fastpitch softball	
Type of Organization:	Non profit Booster	
Mailing Address:	PO Box 142	
City, State, Zip	Hibbing MN 55746	
Contact Person:	Brittany Fisher	Daytime Phone Number: 218-248-4319
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:	Bennett Park
Dates of Activity:	May 13th 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other
Price Per Ticket:	\$10.00 \$10.00
Total value of prizes to be awarded:	\$2500.00 1475.00
Types of Prizes:	Money & prizes

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

Brittany Fisher
 Organization Representative

2/25/25
 Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

25-03-02



Request for Council Action

City Council Action

Approve the Raffle Permit Application request of Range Regional Animal Rescue to hold bingo at the Elk's Lodge 1022 on April 3, 10, 17, and 24, 2025
Raffle Permit #25-03-03

Description of Agenda Item

Approve the Raffle Permit Application request of Range Regional Animal Rescue to hold bingo at the Elk's Lodge 1022 on April 3, 10, 17, and 24, 2025
Raffle Permit #25-03-03

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 Range Regional Animal Rescue to hold bingo at the Elk's Lodge 1022 on April 3, 10, 17, and 24, 2025
Raffle Permit #25-03-03

Attachments

1. DOC031225

LG240B Application to Conduct Excluded Bingo**No Fee**5/24
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Range Regional Animal Rescue Previous Gambling Permit Number: _____

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

Mailing Address: 11215 Hwy 37

City: Hibbing State: mn Zip: 55746 County: St louis

Name of Chief Executive Officer (CEO): Shari Majkich Brock

CEO Daytime Phone: 218.969.5661 CEO Email: jnd1966@mchsi.com
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

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

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

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: 4/3,4/10,4/17,4/24/2025

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

- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Becky Radika Daytime Phone: 218.969.4763Name of premises where bingo will be conducted: Elk's Lodge 1022Premises street address: 1924 4th Avenue EastCity: Hibbing If township, township name: _____ County: St. Louis

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

**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: Hibbing

Signature of City Personnel:

Title: City Clerk Date: 3/12/25

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

**COUNTY APPROVAL
for a gambling premises
located in a township**

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

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Shari Brock Date: 3/11/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Shari Maykirk Brock

MAIL OR FAX APPLICATION & ATTACHMENTS

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

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

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

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

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

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

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

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



Request for Council Action

City Council Action

Accept and place on file the February, 2025 Hibbing Police Department Activity Report

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Accept and place on file the February, 2025 Hibbing Police Department Activity Report

Attachments

1. February 2025 Police Department Activity Report

HIBBING POLICE DEPARTMENT ACTIVITY

February 2025

ASLT-DOMESTIC ASLT-FE	2
ASLT-DOMESTIC ASLT-MISD	2
CRIM DAM PROP-TAMPERING W/MOTOR VEHICLE	2
DISTURB-DISORDERLY CONDUCT	2
DRUGS-2 DEG-SELL-METH	1
Disorderly Conduct-Brawling or Fighting- MS	3
Disorderly Conduct-Offensive/Abusive/Noisy/Obscene-	1
Dogs and Cats in Motor Vehicles-Unattended-Endanger	1
Domestic Abuse No Contact Order - Violate No Contac	1
Domestic Assault-GM-Subsequent Violation-GM	1
Drivers License - Driving without a valid license f	3
Drugs - 3rd Degree - Possess 3 Grams or More Cocain	1
Drugs-4th Degree-Possess-Phencyclidine/Hallucinogen	1
FLEEING POLICE OFFICER	2
Fleeing a Peace Officer in a Motor Vehicle-F	1
GOVT-OBSTRUCT LEGAL PROCESS-INTERFERE W/PEACE OFFIC	1
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-MISD	3
Harassment; Restraining Order - Violate Restraining	1
KIDNAP-DEPRIVE PARENTAL RIGHTS	1
LIQUOR-CONSUMPTION JUVENILE OFFENDER-UNDER 18	1
MV Reg-Expired Tabs	1
THEFT-BY SWINDLE OR TRICK-\$2501-\$19999	1
THEFT-SCH 1-2 CONTROLLED SUBSTANCE	2
TRAF-DL-DAC-INIMICAL TO PUBLIC SAFETY	4
TRAFFIC-DAR	10
TRAFFIC-DAS	1
TRAFFIC-DUI-4 DEG .08 OR MORE IN 2 HRS	1
TRAFFIC-DUI-Third-Degree Driving While Impaired-1 A	1
TRAFFIC-DUI-Third-Degree Driving While Impaired-Ref	1
TRAFFIC-DWI-4 DEG DRIVE WHILE IMPAIRED	3
TRAFFIC-Regulation-Driver Who Is Not Owner Must Lat	1
TRESPASSING-BUILDING OR DWELLING-M	1
Tamper With Motor Vehicle-Ride In/On-w/o Owner Perm	2
Theft-Other-\$500 or less - M	1
Theft-Shoplifting-\$500 or less - M	8
Traffic - Careless Driving - Operate any vehicle ca	1
Traffic Regulation - Driver Must Carry Proof of Ins	3
Traffic Regulations-Failure to stop for traffic con	1
Trespass-Remaining on or return within one year to	1
Trespass-Return to Property Within One Year- MS	3
VEH-THEFT-OPERATE W/O OWNER CONSENT-FELONY	2
WEAPON-POSS-INELIGIBLE CONVICTED OF VIOLENT CRIME W	1
Total	81
Total number of calls generated in Feb	1333
Total number of administrative tickets in Feb	0
Total number of parking tickets in Feb	334



Request for Council Action

City Council Action

Approve the Special Event Permit Application of Jess Film Projcet Inc. to hold their Feature film production entitled Lovset's Manoeuvre event from March 26- April 27, 2025 in Hibbing

Description of Agenda Item

Approve the Special Event Permit Application of Jess Film Projcet Inc. to hold their Feature film production entitled Lovset's Manoeuvre event from March 26- April 27, 2025 in Hibbing

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 Jess Film Projcet Inc. to hold their Feature film production entitled Lovset's Manoeuvre event from March 26- April 27, 2025 in Hibbing

Attachments

1. Special Events Permit Application_

City of Hibbing **SPECIAL EVENT Permit Application**

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Feature film production entitled Lovset's Manoeuvre
Date of Event:	03/26/2025 - 04/27/2025
Location of Event:	Hibbing, MN various locations
Organizer:	Jess Film Project Inc
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone:(612) 308-8086

☒ **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: Various locations around Hibbing, MN

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:
Lovset's Manoeuvre Feature film production directed by Hibbing resident, Beth Chatelain. The production will utilize many spaces around Hibbing for filming. The production office for the film is at the old train depot, 341 E 19th Street.
Date of Event: <u>03/26/2025 - 04/27/2025</u> Refer media or citizen inquires to: <u>Shao Min Chew Chia</u> Telephone: <u>(650) 684-4497</u>
APPLICANT AUTHORIZATION:
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.
Applicants Name & Title: <u>Jess Film Project Inc</u>
Address: <u>2627 1st Ave, Hibbing, MN, 55746</u>
Mailing Address:
Affiliation: <u>Production company heading the film.</u>
Telephone: (day) <u>(612) 308-8086</u> (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.

Name: Shao Min Chew Chia		
Organization/Business/Agency/Affiliation: Jess Film Project Inc		
Mailing Address: 341 E 19th Street, Hibbing, MN, 55746		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Producer Head of production company		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

Name: Jon Steinhorst		
Organization/Business/Agency/Affiliation: Jess Film Project Inc		
Mailing Address: 341 E 19th Street, Hibbing, MN, 55746		
Daytime Phone: (312) 771-0598	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Producer/Line Producer In charge of overseeing event budget and logistics		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

Name: Christian Popham		
Organization/Business/Agency/Affiliation: Jess Film Project Inc		
Mailing Address: 341 E 19th Street, Hibbing, MN, 55746		
Daytime Phone: (612) 308-8086	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Production Manager Oversees physical logistics of event production		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE <i>(first choice):</i> 03/26/2025 - 04/27/2025
Alternate days and dates: • Work week is Wed-Sun (Mon/Tue off) _____ • _____ • _____
REQUESTED HOURS OF OPERATION: From: <u>8am</u> a.m. / p.m. To <u>8pm</u> a.m. / p.m.
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>3/26/2025</u> Time: <u>TBD</u> a.m. / p.m.
Describe the number and type of animals to be used in the Event ☒ 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. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: <u>50</u> Spectators: <u>0</u>
**INSURANCE
☒ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:

- ☒ Attach your "Plan for Clean-Up / Material Preservation".
- ☒ Include number, type and location of trash containers to be provided for the event.
- ☒ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☒ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
- ☒ Indicate who and how many will be responsible for cleaning up the event after the event.
- ☒ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
- ☒ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

***** Please refer to notes below about these boxes**

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☒ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☒ If a route is involved, the places where buses or trains need to be considered;
- ☒ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☒ **Indicate if Roads and/or Sidewalks will be Closed**
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☒ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
- ☐ Alcoholic beverage concession areas; **location must be specified**
- ☐ Non-alcoholic concession areas;
- ☐ Food concession areas;
- ☐ General merchandise concession areas;
- ☒ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☐ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (**Must contact Fire Marshal**)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☐ Tables, enclosures, etc.;

☐ Temporary or permanent structures constructed for the event;	
☐ Site of electrical wiring to be installed for the event;	
☐ Trash containers (indicate number): _____	
☐ Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, <u>including the intended hours</u> of the music, sound or noise. N/A
	If a casino party, a dance or live entertainment is a part of your event, please describe: N/A
	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. (<i>attach to this application all required licenses</i>) N/A
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☒ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. N/A
	Describe how, where, when and by whom the alcoholic beverages will be served. N/A
	List of people who will be selling the alcohol: N/A
	Have they attended server training? ☐ Yes ☐ No

FOOD:	Food and/or non-alcoholic beverages to be served? ☐ Yes ☒ 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).
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control. N/A
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. N/A
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. N/A
☐ 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.

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

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

☐ Ambulance

We will employee a 'set medic' on our shoot dates as a safety measure for our crew.

☐ Doctors

Still sourcing this person.

☐ 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.

N/A

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.

N/A

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."

Any and all businesses, homes, churches and neighbors where we are filming are being notified or have been notified and agreed to our presence. Anywhere we film we establish a location release, payment plan for property order and give them a copy of our COI listing the entity as additionally insured.

OTHER PERTINENT INFORMATION:

****MAPS****

Any road closures we need to do will only happen on a single day, not multiple days and we will be sure to let the city know well in advance of those needs. We will provide maps as soon as a plan for the scenes that require a road closure has been solidified.

JESS FILM PROJECT - Sanitation Plan

As a film production, we have employed a Location Manager (Suzanne Starr) and an Assistant Location Manager (Lindsey Bergan) to handle all things related to our filming locations including clean-up. We are not a typical 'event' perse, as we will film in many locations throughout Hibbing over a 22 day period and will not have a major 'footprint' that disturbs the public or need a massive team for clean-up.

In addition to Suzanne and Lindsey, our production assistants will assist in all aspects of location cleanliness for the duration of our shoot. Wherever we are filming we strive to leave it exactly as we found it. On to the points in the permit!

Include number, type and location of trash containers to be provided for the event:

We will provide trash receptacles at each of our filming locations and will dispose of them in a dumpster we rented at our production office, located at 341 E 19th Ave.

Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.

The people below will be responsible for clean-up as a team. In addition to x2 location employees we will also have 3x Production Assistants to assist with this.

Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.

N/A

Indicate who and how many will be responsible for cleaning up the event after the event.

In addition to x2 location employees we will also have 3x Production Assistants to assist with this at everyone of our locations.

Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).

If and when we need portable toilets we will be sure to let you know. Location Manager, Suzanne Starr, will book these units and ensure they are placed and picked up in accordance to any city stipulations.



Request for Council Action

City Council Action

Description of Agenda Item

Approve the Special Event Permit Application of ISD 701 Staff Appreciation Event on Thursday, May 8, 2025 in downtown Hibbing (Between 1st Avenue and 2nd Avenue on Howard Street)

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Approve the Special Event Permit Application of ISD 701 Staff Appreciation Event on Thursday, May 8, 2025 in downtown Hibbing (Between 1st Avenue and 2nd Avenue on Howard Street)

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the Special Event Permit Application of ISD 701 Staff Appreciation Event on Thursday, May 8, 2025 in downtown Hibbing (Between 1st Avenue and 2nd Avenue on Howard Street)

Attachments

1. Special Event Permit Application of ISD701

City of Hibbing
SPECIAL EVENT Permit Application

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	ISD 701 Staff Appreciation Event
Date of Event:	Thursday, May 8, 2025
Location of Event:	Sammy's Pizza, Algonquin Club, Iron House
Organizer:	ISD 701 District Mental Health Committee- Janessa Kringle
Organizer Contact Information:	Home Phone: 218-969-7933 Work Phone: Cell Phone:

☒ **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: 100 Block of East howard Street

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

ISD 701 will be holding a staff appreciation event. The event will utilize Sammy's Pizza, Iron House, and the Algonquin Club. We would like the 100 block closed to traffic so guests can freely move between venues and so the street can be used for games and activities.

Date of Event: Thursday, May 8, 2025

Refer media or citizen inquires to:

Janessa Kringle

Telephone: 2189697933

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: **Janessa Kringle SEL Specialist**

Address: 12025 Town Line Rd Hibbing MN 55746

Mailing Address:

Affiliation: None

Telephone: (day) 2189697933 (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.

Name: Janessa Kringle		
Organization/Business/Agency/Affiliation: ISD 701		
Mailing Address: 2100 12th Ave E Hibbing Mn 55746		
Daytime Phone: 2189697933	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Planner		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE <i>(first choice):</i> Thursday, May 8, 2025
Alternate days and dates: • <u>None</u> • _____ • _____
REQUESTED HOURS OF OPERATION: From: <u>3:00 P.M.</u> a.m. / p.m. To <u>6:30 P.M.</u> a.m. / p.m.
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>May 8 2025</u> Time: <u>3:00</u> a.m. / p.m.
Describe the number and type of animals to be used in the Event ☒ 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. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: <u>120</u> Spectators: <u>0</u>
**INSURANCE
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation".
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
- ☐ Indicate who and how many will be responsible for cleaning up the event after the event.
- ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
- ☐ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☐ If a route is involved, the places where buses or trains need to be considered;
- ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☒ **Indicate if Roads and/or Sidewalks will be Closed**
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☒ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
- ☐ Alcoholic beverage concession areas; ***location must be specified***
- ☐ Non-alcoholic concession areas;
- ☐ Food concession areas;
- ☐ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☐ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (***Must contact Fire Marshal***)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☐ Tables, enclosures, etc.;

☐ Temporary or permanent structures constructed for the event;	
☐ Site of electrical wiring to be installed for the event;	
☐ Trash containers (indicate number): <u>2</u>	
☐ Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, <u>including the intended hours</u> of the music, sound or noise. Music, not live, via speaker. 3:30-6:30
	If a casino party, a dance or live entertainment is a part of your event, please describe:
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☐ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.
	Describe how, where, when and by whom the alcoholic beverages will be served.
	List of people who will be selling the alcohol:
Have they attended server training? ☐ Yes ☐ No	

FOOD:	Food and/or non-alcoholic beverages to be served? ☐ Yes ☒ 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).
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control. No need
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.
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.
☐ 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.

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

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

- ☐ Ambulance 911
- ☐ 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.

None

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.

none

MITIGATION OF THE IMPACT ON OTHERS:

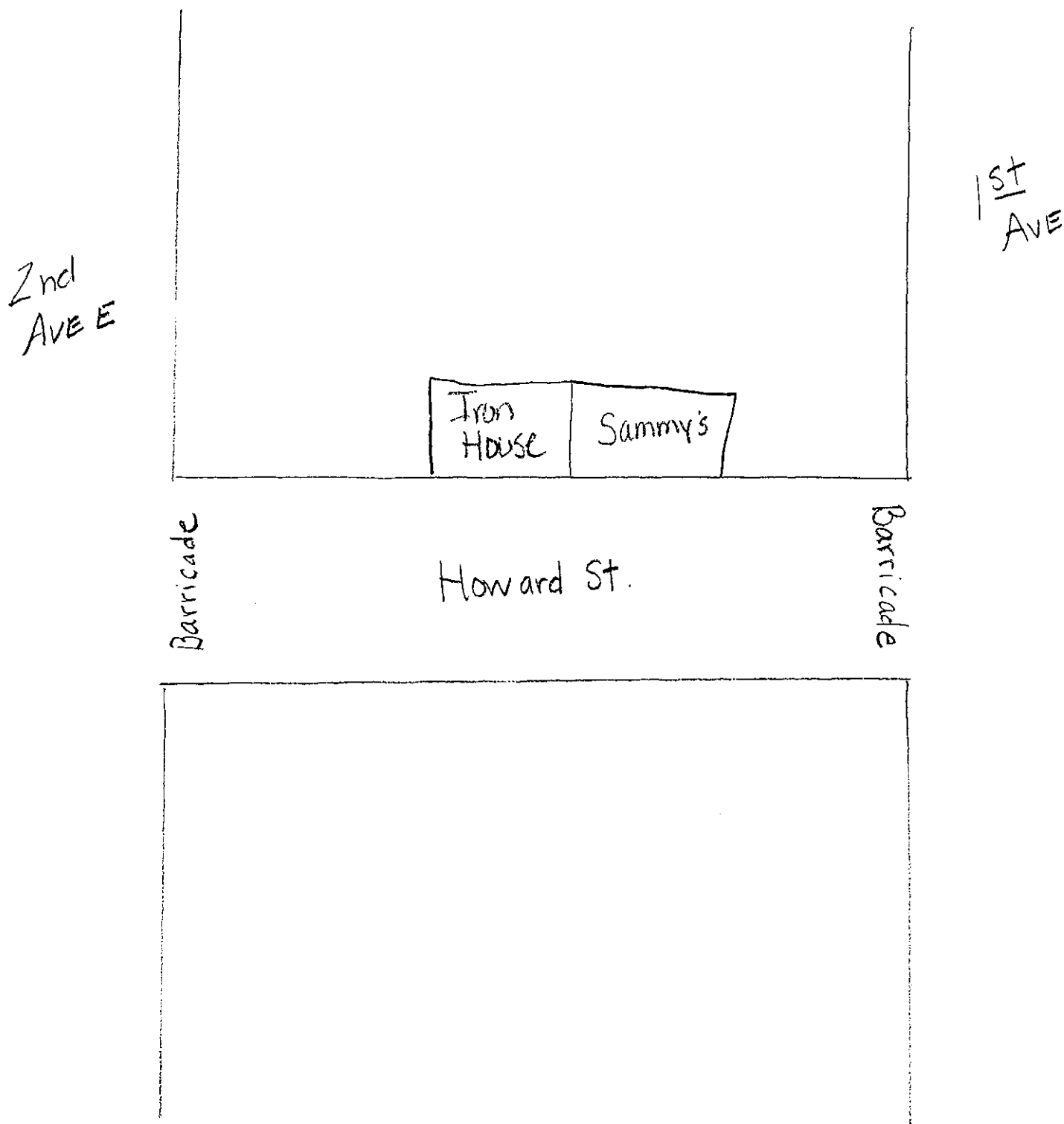
Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."

Contacted businesses regarding street blockage

OTHER PERTINENT INFORMATION:

Closure of Streets: Barricade from the corner of First Ave and Howard to the intersection of Howard St and Second Ave.

We will post signs regarding the closure two days in advance of the event.





Request for Council Action

City Council Action

Approve the Special Event Permit Application of The Bluejacket Wrestling Fans Club to hold their Annual Fundraiser Extravaganza at the Hibbing Memorial Building on Saturday, March 22, 2025

Description of Agenda Item

Approve the Special Event Permit Application of The Bluejacket Wrestling Fans Club to hold their Annual Fundraiser Extravaganza at the Hibbing Memorial Building on Saturday, March 22, 2025

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 Bluejacket Wrestling Fans Club to hold their Annual Fundraiser Extravaganza at the Hibbing Memorial Building on Saturday, March 22, 2025

Attachments

1. DOC031125

emailed
2/20

Page 2 of 9

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT:

Memorial Building

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

Annual Fundraiser Extravaganza

Date of Event:

3-22-25

Refer media or citizen inquiries to:

Jessica Hansen

Telephone:

966-3133

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:

Blue jacket Wrestling Fans Club Jessica Hansen (Chair)
PO Box 323

Address:

Mailing Address:

Affiliation:

Blue jacket Wrestling Fans Club

Telephone: (day)

966-3133

(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.

Name:		
Organization/Business/Agency/Affiliation: <i>Blue Jacket Wrestling Fan Club</i>		
Mailing Address: <i>PO Box 323</i>		
Daytime Phone: <i>218-466-3133</i>	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: <i>Jessica Hanson (Chair)</i>		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE (first choice): <u>3/30/25</u>	
Alternate days and dates:	
• • •	
REQUESTED HOURS OF OPERATION:	
From: <u>8</u> a.m. / p.m.	To: <u>11</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>3/22/25</u>	Time: <u>3:30</u> a.m. / <u>(p.m.)</u>
Describe the number and type of animals to be used in the Event ☒ 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.	
☐ If applicable, license fee to be included when submitting the application	
See City Code Chapter 6, Section 6.23 for additional information.	
Attach a Draft of the Entry Form for Participants / Spectators	☐ Attached
Anticipated number of Participants: <u>400</u>	Spectators: _____
**INSURANCE	
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.	

SANITATION:

- ☐ Attach your "Plan for Clean-Up / Material Preservation".
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
- ☐ Indicate who and how many will be responsible for cleaning up the event after the event.
- ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☐ If a route is involved, the places where buses or trains need to be considered;
- ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☐ **Indicate if Roads and/or Sidewalks will be Closed**
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☐ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☒ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
- ☒ Alcoholic beverage concession areas; **location must be specified**
- ☒ Non-alcoholic concession areas;
- ☒ Food concession areas;
- ☒ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☒ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (**Must contact Fire Marshal**)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☒ Tables, enclosures, etc.;

Temporary or permanent structures constructed for the event; Site of electrical wiring to be installed for the event; ☒ Trash containers (indicate number): <u>8-10</u> Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. <u>M.C w/ Mic 4pm 10:30pm</u>
	If a casino party, a dance or live entertainment is a part of your event, please describe: Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (attach to this application all required licenses)
ALCOHOL:	Alcoholic Beverages to be served? ☒ Yes ☐ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No TEMPORARY ON SALE ☐ Yes ☒ No
	Organization Applying for License for Alcoholic Beverages: <u>Lee Wardin Legion</u>
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. <u>Photo ID</u>
	Describe how, where, when and by whom the alcoholic beverages will be served. <u>will be catered</u> List of people who will be selling the alcohol: <u>Lee Wardin Legion</u>
Have they attended server training? ☐ Yes ☐ No	

FOOD:	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ 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).
	<i>Famous Daves will be catered</i>
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:

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

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

we will designate 2 people to observe & defuse any situation

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.

Make sure all lights stay on

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.

N/A

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.

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

Name of Agency: _____
 Name of Representative: Luke Henderson - Sheriff
 Address: _____
 Phone Numbers: _____

Indicate medical services that will provided for the event.

<u>Medical Service</u>	<u>How Provided:</u>
☐ 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. <i>Famous Daves out of Detroit Keewatin Region</i>
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.
MITIGATION OF THE IMPACT ON OTHERS: Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."
OTHER PERTINENT INFORMATION:



Request for Council Action

City Council Action

Set the next Regular City Council Meeting for Wednesday, March 19, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Description of Agenda Item

Set the next Regular City Council Meeting for Wednesday, March 19, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

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

Description of Agenda Item

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

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

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

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. DOC031025

Local Board of Appeal & Equalization AND Open Book Meetings

May 2025

Legend

City of Duluth AP Cook Office Ely Office
 Hibbing Office Virginia Office Cook Office
 ♦ Schedule Request
 ★ Reappraisal

****OPEN BOOK meetings are held at county offices****

MON	TUE	WED	THU	FRI	SAT	SUN
April 29 10-11 am ★ OPEN BOOK - TOWER 1-2 pm Portage 1-2 pm Fine Lakes 2-3 pm Owens 3-4 pm ★ Midway	30 10-11 am Canosia 10-11 am Winton 11am-12 Field 1-2 pm Fayal 3-4 pm Bassett 3-4 pm Crane Lake 5-6 pm Morcom	May 1 2-3 pm Elmer 4-5 pm Culver 6-7 pm Balkan 6-7 pm Lakewood	2	3	4	
5 10-11am ★ Proctor 1-2 pm ★ Brietung 2-3 pm Leiding 2-3 pm Vermilion Lake 4-5 pm Arrowhead 6-7 pm Embarrass	6 9-10 am Virginia 10am-5pm ♦★Duluth (City) 11am-12 McDavitt 1-2 pm Fredenberg 2-3 pm ★ OPEN BOOK - SANDY 6-7 pm ★ Cherry 6-7 pm Normanna	7 10-11 am Colvin 10-11 am ♦ Beatty 1-2 pm Alden 5-6 pm ★ Kinney	8 10-11 am ♦★ Eagles Nest	9	10	11
12 9-10 am Morse 1-2 pm ★ Hibbing 2-3 pm Pequaywan 4-5 pm Clinton 5-6 pm North Star	13 9-10 am ★ OPEN BOOK - GREENWOOD 12-1 pm OPEN BOOK - FLOODWOOD (TWP) 1-2 pm Eveleth 1-2 pm Grand Lake 6-7 pm Fairbanks	14 9-10 am ★ Lavell 10-11 am ★ Great Scott 3-4 pm Linden Grove 4-5 pm Solway 6-7 pm Angora	15 16	17	18	
19 20	21	22	23	24	25	
26 27	28	29	30	31		

Last updated 1/27/2025



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Resolution 25-03- & Housing Bonds Letter

Main Agenda ___x___

Consent Agenda _____

Description of Agenda Item: Offer Resolution No. 25-03-?? a preliminary resolution regarding a senior affordable multifamily housing project, calling for a public hearing on a housing program related thereto, and giving preliminary approval to the application for bonding authority and the issuance of bonds therefore

Strategic Initiative: State and federal law allows local government units to enter into arrangements to issue bonds and loan the proceeds to private developers to finance or refinance affordable housing projects. This assistance reduces borrowing costs for such developers and enables them to provide affordable housing for residents more cost effectively. This project would then be able to take advantage of low-income housing tax credits (LIHTC).

Owner of Agenda Item/Department/email address/Phone:

Sheena Mulner 218-966-2859 sheenamulner@hibbingmn.gov

Betsy Olivanti 218-421-7939 betsyolivanti@hibbingmn.gov

Greg Pruszinske 218-969-4850 gregprusinzke@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal: Stone Beam has applied for conduit debt from the City through the Housing Act; MN Statute, Chapter 462C. This funding would be to rehab the Lee Center at 3220 8th Avenue East, a 95-unit senior affordable multifamily housing development. This debt would be more affordable to Stone Beam and would allow the project to take advantage of low-income housing tax credits (LIHTC). This preliminary resolution allows bond counsel to begin the process of making the application to MMB, set a public hearing date, and give preliminary approval for the debt. This debt will not impact the City's credit rating, count towards any debt maximums, and it will not be an obligation of the city for payback even in the event of default.

Board/Commission/Committee Actions(s): None

Budgetary/Fiscal Impact: A \$2,500 application fee was paid by Stone Beam as stated in our conduit debt policy, and an administrative fee will be paid to the city at closing. These fees cover any costs for overseeing the debt. The city has no obligation to pay back the debt.

Action Requested: Approve the Resolution.

**PRELIMINARY RESOLUTION REGARDING
A SENIOR AFFORDABLE MULTIFAMILY HOUSING PROJECT, CALLING
FOR A PUBLIC HEARING ON A HOUSING PROGRAM RELATED THERETO,
AND GIVING PRELIMINARY APPROVAL TO THE APPLICATION FOR
BONDING AUTHORITY AND THE ISSUANCE OF BONDS THEREFOR**

WHEREAS, Minnesota Statutes, Chapter 462C, as amended (the "Municipal Housing Act"), authorizes municipalities to develop and administer programs of making or purchasing loans to finance multifamily housing developments or the rehabilitation of multifamily housing developments, pursuant to the Municipal Housing Act; and

WHEREAS, Minnesota Statutes, Chapter 474A, as amended (the "Minnesota Bond Allocation Act", and together, with the Municipal Housing Act, the "Acts"), governs the process for applying for allocation of bonding authority for certain projects, including residential rental projects that are expected to generate low-income housing tax credits under section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City of Hibbing, Minnesota (the "City"), has been requested by Stone Beam Development LLC (together with any affiliate thereof, the "Company"), to assist in the financing of the acquisition, preservation, equipping, and rehabilitation of an approximately _____ square-foot, 95-unit, senior affordable multifamily housing development, and functionally related facilities, commonly known as Lee Center, and located at 3220 8th Avenue East, Hibbing, Minnesota 55746 (the "Project"), which the Company will be the owner and operator of, through the issuance of revenue bonds or obligations (in one or more series), in an amount not-to-exceed \$_____ (the "Bonds"), to be issued in late summer or early fall of 2025, pursuant to the Acts; and

WHEREAS, Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel to the City ("Bond Counsel"), has informed the City that for interest on the Bonds to be exempt from federal income tax, bond allocation authority for the Bonds must be obtained from the State of Minnesota pursuant to the Minnesota Bond Allocation Act, and the Company has represented to the City that the economic feasibility of the Project will be greatly enhanced through the issuance of tax-exempt Bonds by the City; and

WHEREAS, in order to assist in the financing of the Project, certain requirements need to be performed, including but not limited to (i) the City must submit an application (the "Application") to the Management and Budget Office of the State of Minnesota ("MMB"), and be awarded an allocation of bonding authority for the Project therefrom, and (ii) the City must hold a public hearing on a housing program (the "Housing Program") and the issuance of the Bonds for the Project, all pursuant to the Acts; and

WHEREAS, the City desires to facilitate the preservation, maintenance, and development of multifamily rental housing within the community, including housing facilities designed for occupancy by elderly persons and by low- and moderate-income households; and the Project will assist the City in achieving these objectives; and

WHEREAS, no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hibbing, Minnesota (the "Council"), as follows:

Section 1. Declaration of Intent. The Council declares the intention of the City to issue the Bonds in a principal amount not-to-exceed \$_____; subject to the limitations as described in this resolution. The issuance of the Bonds for the Project is approved on a preliminary basis, subject to satisfying the requirements of the Municipal Housing Act and obtaining bond allocation for the Bonds pursuant to the requirements of the Minnesota Bond Allocation Act. All details of and conditions precedent to the issuance of the Bonds and the provisions for payment thereof shall be subject to final approval of the City. The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, and the Bonds, when, as and if issued, shall recite in substance that the Bonds, including interest thereon, are payable solely from the revenues of the Project received from the Company and the property pledged to the payment of the Bonds, and further, that the Bonds do not and will not constitute a debt of the City, within the meaning of any constitutional or statutory limitation.

Section 2. Preparation of Forms, Documents, and Agreements. The City Administrator, with the assistance of Bond Counsel, is authorized and directed to work with the Company in order to complete any and all necessary forms and documents required by the Acts, including but not limited to the Housing Program and the Application. Bond Counsel is authorized and directed to prepare an agreement to be entered into by the Company and the City, which shall obligate the Company to pay for all costs and fees incurred by the City related to the Project, the Application, and the Bonds, including but not limited to fees related to the Application and Bond Counsel fees. The City Administrator and Bond Counsel are authorized and directed to (i) prepare all other documents and certificates which may be required under the terms of the Application or by Bond Counsel; and (ii) take any other action required or deemed appropriate on the advice of Bond Counsel to carry out the intent and purpose of this resolution and the requirements of the Acts.

Section 3. Public Hearing. The City Administrator in consultation with Bond Counsel is authorized and directed to arrange for a public hearing on the proposed Housing Program, the Project, and the issuance of the Bonds, and shall cause the required notices of public hearing to be prepared and published, pursuant to the Acts and other applicable law.

Section 4. Declaration Under Federal Reimbursement Rules. This resolution constitutes a declaration of official intent under U.S. Treasury Regulations, § 1.150-2. The City has been informed by the Company that it expects to incur expenditures with respect to the Project in advance of issuance of the Bonds and expects that the expenditures will be reimbursed from the proceeds of the Bonds in an amount not exceeding \$_____ not later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service or abandoned.

Section 5. West Falls Estates Project. The Company has informed the City that it is undertaking a similar project within the City of International Falls, Minnesota, and has requested the Housing and Redevelopment Authority in and for the City of International Falls, Minnesota (the "International Falls HRA"), to assist in the financing of the acquisition, preservation, equipping, and rehabilitation of an approximately 88,000 square-foot, 80-unit, senior and family affordable multifamily housing development, and functionally related facilities, commonly known as West Falls Estates, and located at 1641 20th Avenue West, International Falls, Minnesota 56649

(the "WFE Project"), which the Company will be the owner and operator of, through the issuance of revenue bonds or obligations (in one or more series), in an amount not-to-exceed \$12,610,000 (the "WFE Bonds"), to be issued in late summer or early fall of 2025, pursuant to the Acts. The Company has requested the City that in the event that the International Falls HRA cannot act as issuer of the WFE Bonds for any reason, that the City act as issuer of the WFE Bonds for the WFE Project. Therefore, in the event that the International Falls HRA cannot act as issuer of the WFE Bonds:

A. Declaration of Intent. The Council declares the intention of the City to issue the WFE Bonds in a principal amount not-to-exceed \$12,610,000; subject to the limitations as described in this resolution. The issuance of the WFE Bonds for the WFE Project is approved on a preliminary basis, subject to satisfying the requirements of the Municipal Housing Act and obtaining bond allocation for the WFE Bonds pursuant to the requirements of the Minnesota Bond Allocation Act. All details of and conditions precedent to the issuance of the WFE Bonds and the provisions for payment thereof shall be subject to final approval of the City. The WFE Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, and the WFE Bonds, when, as and if issued, shall recite in substance that the WFE Bonds, including interest thereon, are payable solely from the revenues of the WFE Project received from the Company and the property pledged to the payment of the WFE Bonds, and further, that the WFE Bonds do not and will not constitute a debt of the City, within the meaning of any constitutional or statutory limitation.

B. Preparation of Forms, Documents, and Agreements. The City Administrator, with the assistance of Bond Counsel, is authorized and directed to work with the Company in order to complete any and all necessary forms and documents required by the Acts. Bond Counsel is authorized and directed to prepare an agreement to be entered into by the Company and the City, which shall obligate the Company to pay for all costs and fees incurred by the City related to the WFE Project, the application to be made to MMB therefor, and the WFE Bonds. The City Administrator and Bond Counsel are authorized and directed to prepare all other documents and certificates which may be required, or take any other action required or deemed appropriate on the advice of Bond Counsel to carry out the intent and purpose of this resolution and the requirements of the Acts.

C. Public Hearing. The City Administrator in consultation with Bond Counsel is authorized and directed to arrange for a public hearing on the WFE Project, a housing program therefor, and the issuance of the WFE Bonds, and shall cause the required notices of public hearing to be prepared and published, pursuant to the Acts and other applicable law.

D. Declaration Under Federal Reimbursement Rules. This resolution constitutes a declaration of official intent under U.S. Treasury Regulations, § 1.150-2. The City has been informed by the Company that it expects to incur expenditures with respect to the WFE Project in advance of issuance of the WFE Bonds and expects that the expenditures will be reimbursed from the proceeds of the WFE Bonds in an amount not exceeding \$800,000 not later than 18 months after the later of the date the expenditure was paid or the date the WFE Project is placed in service or abandoned.

Adopted: January 15, 2025.

ATTEST:

Mayor

City Administrator

Revenue	Year 1	Year 2
Gross Rental Revenue – New Rents	1,350,600	1,377,612
Less: Vacancy	(67,530)	(68,881)
<i>Net Rental Revenue</i>	1,283,070	1,308,731
<i>Vacancy Rate</i>	5.00%	5.00%
Other Income		
Laundry & Vending	13,539	13,810
Tenant Charges	5,277	5,383
Misc. Other Income	19,507	19,897
<i>Subtotal Other Income</i>	38,323	39,090
Total Revenue	1,321,393	1,347,821
Operating Expenses		
Rent Expense		
Convention, Mtgs. & Training	135	139
Advertising	4,288	4,417
<i>Subtotal Rent Expenses</i>	4,423	4,556
Administrative Expenses		
Office Salaries	56,000	57,680
Office Supplies / Office Expense / Phone	26,600	27,398
Management Fee	54,150	55,775
Manager Compliance Fee	5,700	5,871
Audit	8,950	9,219
State LIHTC Compliance Fee	2,850	2,936
<i>Subtotal Admn. Expenses</i>	154,250	158,878
Utilities Expenses		
Electricity	77,480	79,804
Water & Sewer	48,762	50,225
Gas	36,837	37,943
<i>Subtotal Utilities Expense</i>	163,080	167,972
Oper. & Maint. Expense		
Payroll	66,440	68,433
Supplies	32,146	33,111
Contracts	25,457	26,221
Garbage & Trash Removal	16,146	16,631
Security Expense	2,085	2,148
HVAC Maintenance	2,098	2,161
Snow Removal	3,000	3,090
<i>Subtotal O & M Expense</i>	147,372	151,794
Taxes & Insurance		
Real Estate Taxes	39,514	40,699
Payroll Taxes	12,244	12,611
Property Insurance	114,000	117,420
Fidelity / Worker's Comp / Benefits	19,096	19,669

<i>Subotal Taxes & Insurance</i>	184,854	190,399
Total Operating Expenses	653,979	673,598
<i>Operating Expenses as % of Revenue</i>	<i>49%</i>	<i>50%</i>
NOI & Reserves		
<i>NOI Before Reserves</i>	<i>667,414</i>	<i>674,223</i>
Replacement Reserve Deposit	28,500	28,500
Total Oper. Expenses & RR	682,479	702,098
Net Operating Income	638,914	645,723
Debt Service		
New Debt	517,725	517,725
Total Debt Service	517,725	517,725
Cash Flow before Distributions	121,189	127,998
DSCR	1.23	1.25

Year 3	Year 4	Year 5	Year 6	Year 7
1, 405, 164	1, 433, 268	1, 461, 933	1, 491, 172	1, 520, 995
(70, 258)	(71, 663)	(73, 097)	(74, 559)	(76, 050)
1, 334, 906	1, 361, 604	1, 388, 836	1, 416, 613	1, 444, 945
5. 00%	5. 00%	5. 00%	5. 00%	5. 00%
14, 086	14, 368	14, 655	14, 948	15, 247
5, 490	5, 600	5, 712	5, 827	5, 943
20, 295	20, 701	21, 115	21, 537	21, 968
39, 871	40, 669	41, 482	42, 312	43, 158
1, 374, 777	1, 402, 273	1, 430, 318	1, 458, 925	1, 488, 103
143	147	152	156	161
4, 549	4, 686	4, 827	4, 971	5, 120
4, 692	4, 833	4, 978	5, 127	5, 281
59, 410	61, 193	63, 028	64, 919	66, 867
28, 220	29, 067	29, 939	30, 837	31, 762
57, 448	59, 171	60, 946	62, 775	64, 658
6, 047	6, 229	6, 415	6, 608	6, 806
9, 495	9, 780	10, 073	10, 376	10, 687
3, 024	3, 114	3, 208	3, 304	3, 403
163, 644	168, 553	173, 610	178, 818	184, 183
82, 198	84, 664	87, 204	89, 820	92, 515
51, 732	53, 284	54, 882	56, 529	58, 225
39, 081	40, 253	41, 461	42, 705	43, 986
173, 011	178, 201	183, 548	189, 054	194, 726
70, 486	72, 601	74, 779	77, 022	79, 333
34, 104	35, 127	36, 181	37, 266	38, 384
27, 007	27, 817	28, 652	29, 512	30, 397
17, 130	17, 643	18, 173	18, 718	19, 279
2, 212	2, 279	2, 347	2, 417	2, 490
2, 225	2, 292	2, 361	2, 432	2, 505
3, 183	3, 278	3, 377	3, 478	3, 582
156, 347	161, 038	165, 869	170, 845	175, 970
41, 920	43, 178	44, 473	45, 807	47, 181
12, 990	13, 379	13, 781	14, 194	14, 620
120, 943	124, 571	128, 308	132, 157	136, 122
20, 259	20, 867	21, 493	22, 138	22, 802

196,111	201,995	208,054	214,296	220,725
693,806	714,620	736,059	758,141	780,885
50%	51%	51%	52%	52%
680,971	687,653	694,260	700,784	707,218
28,500	28,500	28,500	28,500	28,500
722,306	743,120	764,559	786,641	809,385
652,471	659,153	665,760	672,284	678,718
517,725	555,578	555,578	555,578	555,578
517,725	555,578	555,578	555,578	555,578
134,746	103,575	110,182	116,706	123,141
1.26	1.19	1.20	1.21	1.22

Year 8	Year 9	Year 10	Year 11	Year 12
1,551,415	1,582,443	1,614,092	1,646,374	1,679,301
(77,571)	(79,122)	(80,705)	(82,319)	(83,965)
1,473,844	1,503,321	1,533,387	1,564,055	1,595,336
5.00%	5.00%	5.00%	5.00%	5.00%
15,552	15,863	16,180	16,504	16,834
6,062	6,183	6,307	6,433	6,562
22,407	22,855	23,313	23,779	24,254
44,021	44,902	45,800	46,716	47,650
1,517,865	1,548,223	1,579,187	1,610,771	1,642,986
166	171	176	181	186
5,274	5,432	5,595	5,763	5,936
5,440	5,603	5,771	5,944	6,122
68,873	70,939	73,067	75,259	77,517
32,715	33,696	34,707	35,748	36,821
66,598	68,596	70,653	72,773	74,956
7,010	7,221	7,437	7,660	7,890
11,007	11,338	11,678	12,028	12,389
3,505	3,610	3,719	3,830	3,945
189,708	195,399	201,261	207,299	213,518
95,290	98,149	101,094	104,126	107,250
59,971	61,771	63,624	65,532	67,498
45,305	46,665	48,065	49,506	50,992
200,567	206,584	212,782	219,165	225,740
81,713	84,164	86,689	89,290	91,968
39,536	40,722	41,944	43,202	44,498
31,309	32,248	33,216	34,212	35,238
19,858	20,454	21,067	21,699	22,350
2,565	2,642	2,721	2,803	2,887
2,580	2,657	2,737	2,819	2,904
3,690	3,800	3,914	4,032	4,153
181,250	186,687	192,288	198,056	203,998
48,597	50,055	51,556	53,103	54,696
15,059	15,510	15,976	16,455	16,949
140,206	144,412	148,744	153,206	157,803
23,486	24,190	24,916	25,664	26,433

227,347	234,167	241,192	248,428	255,881
804,311	828,441	853,294	878,893	905,260
53%	54%	54%	55%	55%
713,554	719,782	725,893	731,878	737,727
28,500	28,500	28,500	28,500	28,500
832,811	856,941	881,794	907,393	933,760
685,054	691,282	697,393	703,378	709,227
555,578	555,578	555,578	555,578	555,578
555,578	555,578	555,578	555,578	555,578
129,476	135,704	141,815	147,800	153,649
1.23	1.24	1.26	1.27	1.28

Year 13	Year 14	Year 15
1,712,887	1,747,145	1,782,088
(85,644)	(87,357)	(89,104)
1,627,243	1,659,788	1,692,984
5.00%	5.00%	5.00%
17,171	17,514	17,864
6,693	6,827	6,963
24,739	25,234	25,739
48,603	49,575	50,567
1,675,846	1,709,363	1,743,550
192	198	204
6,114	6,298	6,486
6,306	6,495	6,690
79,843	82,238	84,705
37,925	39,063	40,235
77,205	79,521	81,907
8,127	8,371	8,622
12,761	13,143	13,538
4,063	4,185	4,311
219,924	226,521	233,317
110,468	113,782	117,195
69,523	71,609	73,757
52,521	54,097	55,720
232,513	239,488	246,673
94,728	97,569	100,496
45,833	47,208	48,624
36,296	37,384	38,506
23,021	23,711	24,423
2,973	3,062	3,154
2,991	3,080	3,173
4,277	4,406	4,538
210,118	216,421	222,914
56,337	58,027	59,768
17,457	17,981	18,520
162,537	167,413	172,435
27,226	28,043	28,885

263,557	271,464	279,608
932,417	960,390	989,202
56%	56%	57%
743,429	748,973	754,349
28,500	28,500	28,500
960,917	988,890	1,017,702
714,929	720,473	725,849
555,578	555,578	555,578
555,578	555,578	555,578
159,351	164,895	170,271
1.29	1.30	1.31



Developing

Affordable

Housing

WWW.STONEBEAM.COM

RESUME AND RELATED EXPERIENCE

STONE BEAM DEVELOPER HISTORY AND EXPERIENCE

Stone Beam Development is growing into an industry leader in acquiring, developing, financing, and managing affordable housing. The company's principals, Joseph Walsh and Kent Frayn, have been running and operating companies since 2013, with a full-time commitment of investing, developing, and managing real estate starting in 2016. The duo has built Stone Beam Development's focus and mission around preserving affordable housing across the country after identifying the dire need. Their portfolio now includes Section 8, Section 42, market rate, partial veteran, and workforce housing communities.

Stone Beam owns the housing communities outlined within. The team has carefully built relationships with investment firms, partners, and equity investors to acquire, close, develop, and manage each community. Our various partnerships are a testament to our team's ability to navigate the complexities of each unique transaction. We are committed to delivering economic and social value to investors, partners, HUD, tenants, and the local communities where our buildings are located. We strive to maintain and grow long standing relationships with everybody we work with and actively seek partnerships that result in meaningful communities.

Stone Beam is a member of the Illinois Housing Council (IHC), is a member of an affordable housing legislative board, provides sponsorships to affordable housing advocate groups, and Stone Beam's President was invited to be a panel member at the 2024 NH&RA Annual Meeting in Palm Beach, Florida.

Our team strives to expand preservation efforts across the United States given the dire need to maintain and grow safe affordable housing inventory.



JOSEPH V. WALSH

Partner, CEO | Stone Beam

BIO

Joseph Walsh is an impact housing developer with experience in project management, HUD, Tax Exempt Bonds and Low-Income Housing Tax Credits. It is his mission to create communities that encourage individual and community growth through a hand up, respect, and well-being of tenants.

CONTACT

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[224-234-5418](tel:224-234-5418)

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www.stonebeam.com

EMAIL
joe@stonebeam.com

LINKEDIN
www.linkedin.com/in/joevwalsh

HOBBIES

Drawing
Cooking
Backpacking
Organizing

EXPERIENCE

Joseph Walsh is the CEO of Stone Beam Development, LLC. Stone Beam is an affordable housing developer focused on preserving Section 8 housing and creating Work Force Housing communities across the Midwest. Stone Beam plays an integral role in structuring the financing & equity, Mark up to Markets, transferring HAP contracts, and applying for 4% and 9% tax credits to complete preservation rehabilitations.

Stone Beam has structured numerous complex closings in efforts to preserve affordable housing. Most notably, a 5 community portfolio consisting of 212 elderly + family units, located across 4 counties in Iowa. Joseph has negotiated contracts, worked with equity, structured joint developments, organized financing, met with city officials, and collaborated with HUD to advance these projects in a timely manner.

Joseph started his career at 23 launching a successful ecommerce business. This formed foundational knowledge on how to run a business by hiring employees, managing budgets, projecting growth, and unifying the company with a vision. Joseph expanded these skillsets into the real estate industry with a fascination around affordable housing. He now dedicates his time to developing impact housing across the country.

SKILLS

- | | |
|------------------------|-------------------------|
| ✓ HUD/HAP Transfers | ✓ LIHTC Applications |
| ✓ Mark Up to Market | ✓ Financial Analysis |
| ✓ Tax Exempt Bond Debt | ✓ Contract Negotiations |
| ✓ Project Management | ✓ Construction |

EDUCATION

University of Illinois at Urbana-Champaign
Graduated May 2012



KENT R. FRAYN

Partner, President | Stone Beam

BIO

Kent Frayn is an entrepreneurial impact housing professional with experience in investment sales, finance, and Low-Income Housing Tax Credits. It is his mission to provide a desirable, safe, and affordable place to live for all tenants.

CONTACT

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kent@stonebeam.com

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<https://www.linkedin.com/in/kentfrayn/>

HOBBIES

Woodworking
Photography
Backpacking

EXPERIENCE

Kent Frayn is the President of Stone Beam Development. Stone Beam is an affordable housing developer focused on preserving Section 8 housing and creating Work Force Housing. Stone Beam plays an integral role in structuring the financing & equity, Mark up to Markets, transferring HAP contracts, and applying for 4% and 9% tax credits to complete preservation rehabs.

Stone Beam has structured numerous complex closings in efforts to preserve affordable housing. Most notably, a 5 community portfolio consisting of 212 elderly + family units, located across 4 counties in Iowa. Joseph has negotiated contracts, worked with equity, structured joint developments, organized financing, met with city officials, and collaborated with HUD to advance these projects in a timely manner.

Kent started his career at 23 launching a successful ecommerce business. This formed foundational knowledge on how to run a business by hiring employees, managing budgets, projecting growth, and unifying the company with a vision. Kent began his career in real estate by acquiring a residential multi-family portfolio in the Chicagoland area. He now dedicates his time to developing affordable housing across the country.

SKILLS

- | | |
|----------------------|-------------------------|
| ✓ Tax Exempt Bonds | ✓ LIHTC Applications |
| ✓ Raising Capital | ✓ Financial Analysis |
| ✓ Structuring Debt | ✓ Contract Negotiations |
| ✓ Project Management | ✓ Construction |

EDUCATION

University of Illinois at Urbana-Champaign
Graduated May 2012



SCOTT C. FRAYN, MAI

Director of Acquisitions | Stone Beam

BIO

Scott Frayn is a seasoned housing professional specializing in the acquisition and preservation of affordable housing, with expertise in Tax Exempt Bonds and Low-Income Housing Tax Credits. His mission is to ensure a seamless and enjoyable acquisition process for all parties.

CONTACT

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HOBBIES

Kiteboarding
Skiing
Weightlifting
Backpacking

EXPERIENCE

Scott Frayn is the Director of Acquisitions of Stone Beam Development, LLC. Stone Beam is an affordable housing developer focused on preserving Section 8 housing and creating Work Force Housing communities across the Midwest. Stone Beam plays an integral role in structuring the financing & equity, Mark up to Markets, transferring HAP contracts, and applying for 4% and 9% tax credits to complete preservation rehabilitations.

Prior to joining Stone Beam Development, Scott Frayn worked as a commercial real estate appraiser at Cushman & Wakefield for 12 years. Scott has been a licensed appraiser for 15 years, has earned the MAI designation and is published in a peer-reviewed journal; *The Appraisal Journal*.

Scott has been personally involved in a wide variety of investments in residential and commercial real estate. The combination of valuation and investing experience allows him to assist Stone Beam throughout the entire acquisition process of affordable housing developments.

SKILLS

- | | |
|----------------------|-------------------------|
| ✓ HUD/HAP Transfers | ✓ LIHTC Applications |
| ✓ Mark Up to Market | ✓ Financial Analysis |
| ✓ Property Valuation | ✓ Contract Negotiations |
| ✓ Project Management | ✓ Construction |

EDUCATION

Northern Illinois University
Graduated May 2010

DEVELOPER EXPERIENCE

Project Name	Project Location	Project Type	Elderly Units	Family Units	Total Units
Wellington Creek	Lisle, IL	WFH Acq Rehab	0	91	91
Brady Village	Davenport, IA	4% LIHTC Section 8	0	44	44
Ridge Village	Waterloo, IA	4% LIHTC Section 8	0	30	30
Sheridan Village	Dubuque, IA	4% LIHTC Section 8	0	60	60
River Village I	Maquoketa, IA	4% LIHTC Section 8	32	0	32
River Village II	Maquoketa, IA	4% LIHTC Section 8	48	0	48
Lexington Court	Janesville, WI	9% LIHTC Section 8	0	32	32
Winchester Manor	Wilmington, IL	4% LIHTC Section 8	24	0	24
Royalton Manor	Superior, WI	4% LIHTC Section 8	109	0	109
The Downtowner	Bloomington, IL	4% LIHTC Section 8	36	0	36
LT Bloomington	Bloomington, IL	4% LIHTC Section 8	101	0	101
LT Freeport	Freeport, IL	4% LIHTC Section 8	101	0	101
<i>Totals</i>			451	257	708

APPENDIX C

The name, address, and telephone number of:

1.The Applicant's legal counsel

Applegate & Thorne-Thomsen
Jolyn Heun & Nicholas Brunnick
322 S Green St, Chicago, IL 60607
(312) 491-4466

2.The Applicant's accountant

DOZ Accounting
501 Congressional Blvd Carmel, IN 46032
(317) 848-5700

3.The architect of the proposed Project

Fitzgerald & Associates

200 West Adams Street Suite 2100
Chicago, IL 60606
(312) 563-9100

4.The engineer of the proposed Project

Rehabilitation - N/A

5.The general contractor of the proposed Project

To be Determined

APPENDIX D

1. Present ownership of the proposed Project site and Applicant's interest therein. Currently in process of acquiring from California Commercial Investment with whom we have no interest.

2. Present zoning of the Project site and a description of what city land use approvals are needed for this project. R-3. **No land use approvals are needed for this rehab.**

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). **N/A**

4. Other financing attempted or available to the Project including any interim financing.
LIHTC Equity and cashflow Seller Note.

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. **Rehab permit from the city of Hibbing which is estimated to arrive before financial closing.**



Conduit Debt Policy

Policy Area: Finance	Effective Date:
Policy Owner: Finance	City Council Approval Date:

Revisions/Supersedes Date							
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 21st 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: Lee Center

Applicant Information

Organization Name: Stone Beam Development, LLC

Organization Structure
(corporation, partnership,
sole proprietorship, etc.): Limited liability company

Contact Person/Title: Joseph V. Walsh, CEO

Address: 534 South La Grange Road

City: La Grange

State: IL

Zip Code: 60525

Office: 224-234-5418

Alternate Phone: _____

Fax: _____

Email: joe@stonebeam.com

Project Information

Project Address and Parcel ID #'s

3220 8th Avenue East, Hibbing, MN (140-0270-00894)

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: \$ 29,510,000

Total Amount of Assistance Requested: \$ 16,230,000

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): \$ N/A Estimated annual gross sales (excluding rents): \$ N/A

Most recent County equalized market valuation (EMV): \$ N/A (not requesting TIF/Abatement)

Projected EMV after redevelopment: \$ N/A (not requesting TIF/Abatement)

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.

90 1-bedroom HAP units, 552 square feet, \$1,146 (post rehab rent)
 5 2-bedroom HAP units, 768 square feet, \$1,443 (post rehab rent)
 See Lee Center - Offering Memorandum - Lee Center Unit Mix Summary for more info

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

N/A

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

See Lee Center Offering Memorandum -- Lee Center Income & Expenses

Project Completion

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

Calendar Year	2026	% Completed	5%
Calendar Year	2027	% Completed	100%
Calendar Year		% Completed	
Calendar Year		% Completed	

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: /s/ Kent R. Frayn
Contact Name/Title: Kent R. Frayn, Chief Development Officer
Phone: 312-206-0185
Date: 2/11/2025

Project Costs

See Construction Schedule of Values

	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

	Amount (\$)	Terms: Years/Interest	Contact Info
See Appendix D, Question 4.			

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
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 21st 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 _____

FRYBERGER

— LAW FIRM —

CHRISTOPHER J. VIRTÀ
Duluth Office
cvirta@fryberger.com
218.725.6846

January 10, 2025

Sheena Mulner
Finance Director/Treasurer
City of Hibbing, Minnesota
401 East 21st Street
Hibbing, MN 55746

Re: Issuance of Conduit Revenue Bonds by the City of Hibbing for a Senior Affordable Multifamily Housing Project known as Lee Center

Dear Ms. Mulner:

This letter is provided to follow-up on discussions we have had regarding the request of Stone Beam Development LLC (together with any affiliate thereof, the “Company”) to have the City of Hibbing, Minnesota (the “Issuer”), act as the issuer of multifamily housing development bonds (the “Bonds”) to finance the acquisition, preservation, equipping, and rehabilitation of the 95-unit, senior affordable multifamily housing development, and functionally related facilities, commonly known as Lee Center (the “Project”), which is located at 3220 8th Avenue East, within the City. Fryberger, Buchanan, Smith & Frederick, P.A., will act as bond counsel to the City on the issuance of such Bonds.

State and federal laws allow local government units to enter into arrangements to issue bonds and loan the proceeds to private developers to finance or refinance affordable housing projects. This assistance reduces borrowing costs for such developers and enables them to provide affordable housing for residents more cost effectively. It is a fairly common means of obtaining necessary financing for such projects. Oftentimes such projects will also take advantage of low-income housing tax credits (“LIHTC”), as is the case with this project.

FRYBERGER, BUCHANAN, SMITH & FREDERICK, P.A

CLOQUET
813 Cloquet Ave.
Cloquet, MN 55720
p: (218) 879-3363

DULUTH
302 West Superior St.
Ste 700
Duluth, MN 55802
p: (218) 722-0861

fryberger.com

SUPERIOR
1409 Hammond Ave., Suite 330
Superior, WI 54880
p: (715) 392-7405

January 10, 2025

Page 2

In order for a project to receive LIHTC, the Issuer must complete and submit an application for allocation of bonding authority to Minnesota Management and Budget (“MMB”). For this particular Project, the Company has requested that the Issuer submit an application to MMB this coming June/July. If the Project is awarded an allocation by MMB, then we can proceed with the bond financing process. Fryberger, Buchanan, Smith & Frederick, P.A., will assist the Issuer in compiling and submitting the application to MMB.

To accomplish such bond financing, the Issuer will enter into a Loan Agreement with the Company under which the Company will agree to pay all principal and interest on the Bonds. The Issuer will assign all of its rights to payments under the Loan Agreement to a lender or trustee and loan the purchase price of the Bonds directly to the Company. The Issuer is merely a conduit and the money and obligations flow only between the lender or trustee and the Company.

The Bonds and the resolutions adopted by the Issuer will recite that the Bonds, if and when issued, will not to be payable from or charged upon any of the Issuer’s funds, other than the revenues received under the Loan Agreement and pledged to the payment of the Bonds, and **the Issuer is not subject to any liability on the Bonds**. No holder of the Bonds will ever have the right to compel any exercise by the Issuer of its taxing powers to pay any of the principal of the Bonds or the interest or premium thereon, or to enforce payment of the Bonds against any property of the Issuer except the interests of the Issuer in payments to be made by the Company under the Loan Agreement. The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except the interests of the Issuer in payments to be made by the Company under the Loan Agreement. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuer, and the Bonds will not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation.

The issuance of the Bonds will not affect the Issuer’s credit rating on bonds that either entity issues for its own purposes.

Multifamily housing development bonds are not applied against the Issuer’s \$10,000,000 calendar year-limit on bank-qualified bonds. Therefore, the Issuer may issue the Bonds, while still maintaining its ability to issue up to \$10,000,000 of bank-qualified bonds for itself or 501(c)(3) organizations in 2025.

The Issuer will receive a one-time issuer administration fee for issuing the Bonds, which will be paid at closing.

FRYBERGER, BUCHANAN, SMITH & FREDERICK, P.A.

January 10, 2025

Page 3

The Bonds will be issued in accordance with Minnesota Statutes, Chapter 462C, which will require, among other things, that the Issuer hold a public hearing on a housing program related to the Project and financing.

The next step is to adopt a resolution regarding the Project, which has been provided to the Issuer by Fryberger, Buchanan, Smith & Frederick, P.A., that gives preliminary approval and authorizes staff and bond counsel to make application for an allocation to MMB.

Please feel free to contact me if you have any further questions or comments.

Sincerely,

/s/ Christopher J. Virta

Christopher J. Virta

Construction

Lee Center, MN

Updated: 11-26-2024



Property Name		Lee Center		Total	Per Unit	Per SF
Location		Hibbing, MN				
Number of Units		95		95		
Net SF		100%	53,520	53,520		
Sites		1				
Construction						
Division		Total	Per SF	Total	Per Unit	Per SF
ESTIMATE			-	-	-	-
Concrete	1,500/Unit	142,500	2.66	142,500	1,500	2.66
Masonry	1,500/Unit	142,500	2.66	142,500	1,500	2.66
Metals	750/Unit	71,250	1.33	71,250	750	1.33
Rough Carpentry	300/Unit	28,500	0.53	28,500	300	0.53
Exterior Doors	800/Unit	76,000	1.42	76,000	800	1.42
Windows	5,000/Unit	475,000	8.88	475,000	5,000	8.88
Insulation	750/Unit	71,250	1.33	71,250	750	1.33
Roofing & Sheet Metal	2,500/Unit	237,500	4.44	237,500	2,500	4.44
Siding	2,000/Unit	190,000	3.55	190,000	2,000	3.55
Finish Carpentry	1,500/Unit	142,500	2.66	142,500	1,500	2.66
Cabinets, Vanities, & Countertops	4,150/Unit	394,250	7.37	394,250	4,150	7.37
Interior Doors & Frames	1,200/Unit	114,000	2.13	114,000	1,200	2.13
Drywall, lath, & plaster	1,000/Unit	95,000	1.78	95,000	1,000	1.78
Tile Work	500/Unit	47,500	0.89	47,500	500	0.89
Acoustical	1,000/Unit	95,000	1.78	95,000	1,000	1.78
Carpeting	/Unit	-	-	-	-	-
Resilient Flooring	6,000/Unit	570,000	10.65	570,000	6,000	10.65
Painting & Decorating	2,500/Unit	237,500	4.44	237,500	2,500	4.44
Appliances	2,500/Unit	237,500	4.44	237,500	2,500	4.44
Solar	/Unit	-	-	-	-	-
Elevators	1,500/Unit	142,500	2.66	142,500	1,500	2.66
Plumbing	5,000/Unit	475,000	8.88	475,000	5,000	8.88
Heat & Ventilation	5,500/Unit	522,500	9.76	522,500	5,500	9.76
FF&E	1,250/Unit	118,750	2.22	118,750	1,250	2.22
Fire Safety	1,250/Unit	118,750	2.22	118,750	1,250	2.22
Electrical	3,500/Unit	332,500	6.21	332,500	3,500	6.21
Security	1,416/Unit	134,540	2.51	134,540	1,416	2.51
[INPUT]	/Unit	-	-	-	-	-
Total Site Hard Costs		5,212,290	97.39	5,212,290	54,866	97.39
GC/OH/P		Total	Per SF	Total	Per Unit	Per SF
General Conditions	6.00%	312,737	5.84	\$ 312,737	\$ 3,292	5.84
Contractor Overhead	2.00%	104,246	1.95	\$ 104,246	\$ 1,097	1.95
Contractor Profit	6.00%	312,737	5.84	\$ 312,737	\$ 3,292	5.84
	0.00%	-	-	-	-	-
Total GC/OH/P		729,721	13.63	729,721	7,681	13.63
GC Contingency		Total	Per SF	Total	Per Unit	Per SF
GC Contingency	0.00%	-	-	\$ -	\$ -	-
Total GC Contingency		-	-	-	-	-
Other GC Costs		Total	Per SF	Total	Per Unit	Per SF
P&P Bond / LOC	1.00%	52,123	0.97	\$ 52,123	\$ 549	0.97
Permits	250/Unit	23,750	0.44	\$ 23,750	\$ 250	0.44
[INPUT]	0.00%	-	-	\$ -	\$ -	-
[INPUT]	0/Site	-	-	\$ -	\$ -	-
[INPUT]		-	-	\$ -	\$ -	-
[INPUT]		-	-	\$ -	\$ -	-
Subtotal Other GC Costs		75,873	1.42	75,873	799	1.42
Total Rehabilitation		6,017,883	112.44	6,017,883	63,346	112.44
Total Rehabilitation Per Unit		63,346		63,346		

SECTION 2
Lee Center



LEE CENTER DETAILS & HIGHLIGHTS



PROPERTY DESCRIPTION

Built in 1980, Lee Center is a 95-unit senior-designated property with a Project-Based Section 8 HAP Contract covering 100% of the units. The property is under a 20-Year Option 4 HAP Contract, expiring in September 2032. The project is eligible for immediate LIHTC syndication, is located in an Opportunity Zone, and received over \$297k in recent Capital Expenditures including upgrades to the HVAC systems, parking lot, unit interiors, and appliance replacements. Ability to assume existing financing at attractive rate of 2.48% maturing in 2048.

Situated on 13.6 acres, Lee Center consists of a (1) six-story elevator-serviced building with a concrete slab foundation, brick siding, and flat roof. All utilities are owner-paid. Site amenities include off-street parking, on-site laundry facilities, grill/picnic areas, community room/dining area, and service coordination.

PROPERTY HIGHLIGHTS

- Number of Units: 95 (100% HAP)
- Project Designation: Senior
- Year Built: 1980
- HAP Contract: 20-year Option 4 (9.15.12 - 9.14.32)
- REAC Scores: 78b (2017), 88b (2018), & 89b (2022)
- QCT/DDA: No/No
- Opportunity Zone: Yes
- Recent Capital Expenditures: \$297,000
- NOI: \$640,475

PROPERTY ADDRESS

3220 8th Avenue East, Hibbing, MN 55746

LEE CENTER LOCATION SUMMARY



LOCATION DESCRIPTION

Lee Center is located Hibbing, MN, the county seat of St. Louis County. Characterized by a mix of industries such as healthcare, education, and retail, the diversified economy boasts an exceptionally tight unemployment rate of 3.7%, well below the ten year average of 4.7%. The strong labor market and relatively affordable cost of living have fostered a stable multifamily rental environment, recording a cumulative rent growth of 2.1% over the past twelve months.

As a popular tourist destination, nearby points of interest include attractions such as The Mesabi Trail, a popular biking and hiking trail, and the McCarthy Beach State Park, providing opportunities for swimming, picnicking, and nature watching. The apartment community is situated in the heart of downtown, offering residents access to historical architecture, a variety of shops, restaurants, and local cafes. The area immediately surrounding the project comprises single-family homes, other multifamily developments, and commercial uses.



LEE CENTER INCOME & EXPENSES

INCOME SUMMARY	2024 BUDGET	2024 RENT SCHEDULE W/ MARKET EXPENSES ^{1A}	POST-REHAB RENTS W/ MARKET EXPENSES ^{2A}
Rental Revenue	\$1,166,280	\$1,212,306	\$1,332,696
Vacancies & Rent Concessions	-\$55,053	-\$48,156	-\$52,972
Financial Revenue	\$0	\$0	\$0
Other Revenue	\$13,537	\$13,537	\$13,537
Total Income	\$1,124,764	\$1,177,687	\$1,293,261
EXPENSE SUMMARY			
Administrative Expenses	\$219,925	\$173,319	\$178,544
Utilities Expense	\$177,059	\$177,059	\$177,059
Operating & Maintenance Expenses	\$152,021	\$148,663	\$148,663
Taxes & Insurance Expenses	\$122,519	\$120,020	\$120,020
Reserves	\$51,420	\$28,500	\$28,500
Gross Expenses	\$722,944	\$647,562	\$652,787
Net Operating Income	\$401,820	\$530,125	\$640,475

¹ 2024 Rent Schedule estimating using the 9.1523 HUD Rent Schedule and applying 75% of a 5.3% OCAF published for Minnesota.

² Post-Rehab Rents estimated at 10% over the 2024 Rent Schedule.

^A Taxes underwritten using the 2023 Actual Tax Bill (Payable 2024).

INCOME SUMMARY	2021 AUDIT	2022 AUDIT	JANUARY 2024 T12
Rental Revenue	\$1,071,227	\$1,093,942	\$999,756
Vacancies & Rent Concessions	-\$41,345	-\$71,312	\$0
Financial Revenue	\$405	\$461	\$2,919
Other Revenue	\$22,765	\$26,709	\$14,523
Total Income	\$1,053,052	\$1,049,800	\$1,017,198
EXPENSE SUMMARY			
Administrative Expenses	\$162,204	\$158,761	\$192,532
Utilities Expense	\$202,254	\$173,380	\$158,330
Operating & Maintenance Expenses	\$176,306	\$171,141	\$161,527
Taxes & Insurance Expenses	\$94,789	\$113,701	\$118,539
Reserves	\$48,492	\$49,722	\$49,722
Gross Expenses	\$684,045	\$666,705	\$680,650
Net Operating Income	\$369,007	\$383,095	\$336,548

LEE CENTER UNIT MIX SUMMARY

UNIT TYPE	COUNT	SIZE	CURRENT RENT ¹	2023 LIHTC MAX	POST-REHAB RENT ²
1BR - HAP	90	552	\$1,002	\$1,017	\$1,146
2BR - HAP	5	768	\$1,262	\$1,219	\$1,443
TOTALS/AVERAGES	95	53,520	\$96,490	\$97,625	\$110,358

¹ Current Rents per the 9.15.23 HUD Rent Schedule.
² Post-Rehab Rents estimated at 10% over the 2024 Rent Schedule.

LEE CENTER PHOTOS





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

1. PPHSC 2025 Hibbing MOU Document - DRAFT



HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW

Chisholm, Minnesota 55719

preciouspaws2011@hotmail.com

(218) 254-3300

MEMORANDUM OF UNDERSTANDING HIBBING ANIMAL INTAKE

WHEREAS, the City of Hibbing (hereinafter “the City”), located in the County of Saint Louis, State of Minnesota, is in need of someone to care for unclaimed cats that have exceeded the minimum five-day stay at the Hibbing Animal Intake located within the jurisdiction of the City; and

WHEREAS, Precious Paws Humane Society of Chisholm (hereinafter “PPHSC”), is a licensed animal facility capable of caring for the cats for a reasonable fee; and

WHEREAS, the City is legally represented by Peter Hyduke under authority as Mayor and Candie Seppala under authority as City Clerk, both with official addresses at 401 East 23rd Street, Hibbing, Minnesota 55746; and

WHEREAS, PPHSC is legally represented by Amber Jungwirth, Board President and Shannon Kishel-Roche, Board Treasurer, who are authorized to enter into Memorandum of Understandings such as this one, with official address of 101 First Avenue SW, Chisholm, Minnesota 55719.

NOW THEREFORE, the City and PPHSC agree to the following Memorandum of Understanding (MOU) terms:

1. That PPHSC shall consider for placement any proposed cat based on PPHSC’s capacity and ability to care for any proposed cat at the time it is proposed. The cat’s suitability for adoption shall also be considered.



HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW

Chisholm, Minnesota 55719

preciouspaws2011@hotmail.com

(218) 254-3300

MEMORANDUM OF UNDERSTANDING HIBBING ANIMAL INTAKE

2. That an official representative of the Hibbing Animal Intake shall contact PPHSC when any cat has exceeded the minimum five-day stay and is proposed for possible placement at PPHSC.
 - a. That PPHSC shall visit the Hibbing Animal Intake facility and perform an evaluation of any proposed cat by its volunteer veterinary clinical assistant and its Shelter Manager to determine suitability for adoption and to review all medical forms and history of any proposed cat.
 - b. That if any proposed cat is approved for placement, then PPHSC shall transport the cat to its shelter facility.
 - c. That any cat not approved for placement at PPHSC shall be left at Hibbing Animal Intake.
 - d. That any decision regarding approval for placement at PPHSC by its Shelter Manager shall be final and not be subject to appeal or overrule by either its Board of Directors or by the City.
3. That in consideration of the foregoing, the City shall pay to PPHSC a set fee of \$250 per cat approved for placement at PPHSC.
4. That in the event that a pregnant cat is placed at PPHSC, the City shall pay a set fee of \$250 per kitten subsequently born to that pregnant cat while in the care of PPHSC.



HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW

Chisholm, Minnesota 55719

preciouspaws2011@hotmail.com

(218) 254-3300

MEMORANDUM OF UNDERSTANDING HIBBING ANIMAL INTAKE

5. That in addition to the \$250 per cat or per kitten subsequently born, the City shall authorize PPHSC to obtain veterinary care that is reasonably necessary to save the life or health of the cat or kitten or that is reasonably necessary to end the cat's or kitten's suffering. PPHSC agrees to a cap of \$500 per cat or kitten for veterinary care to the City.
6. That PPHSC shall be responsible for the care of any cat approved for placement or kitten subsequently born under this agreement, shall humanely care for it, and shall seek to place each cat or kitten for adoption. The City's obligation with regard to any cat approved for placement shall cease and PPHSC shall own any such cat free and clear absent a specific agreement, in writing, otherwise. Euthanasia shall be implemented only as a last resort and at the discretion of PPHSC's vet.
7. That the City agrees to hold PPHSC harmless from any costs associated with any former owner or person claiming ownership of any cat approved for placement pursuant to this MOU.
8. That PPHSC is responsible for submitting electronic billings to the City at the end of each month covered under this MOU. The City shall pay said bill within 30 days. PPHSC may suspend or terminate this MOU if any bill is outstanding for more than 30 days.
9. That any disagreements arising from this MOU shall be submitted to mediation or arbitration prior to litigations.



HUMANE SOCIETY OF CHISHOLM

101 First Avenue SW

Chisholm, Minnesota 55719

preciouspaws2011@hotmail.com

(218) 254-3300

**MEMORANDUM OF UNDERSTANDING
HIBBING ANIMAL INTAKE**

10. That this MOU shall continue in full force and effect upon the terms contained within beginning on the date this MOU is executed through December 31, 2025, or upon the City contracting with a licensed animal shelter to provide full animal services to the City, whichever comes first. Said terms and conditions may be either extended or renegotiated following the initial term only if both parties agree to such extension or renegotiation, in writing.

SO AGREED:

PPHSC by:

City of Hibbing by:

Title: Board President

Title: Mayor

Date: _____

Date: _____

Title: Board Treasurer

Title: City Clerk

Date: _____

Date: _____



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

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 Purchase Agreement with SBS Blacktop Services Inc. for Parcel ID: 141-0040-02320 (Gust Erickson Road) for \$65,000

Description of Agenda Item

Approve Purchase Agreement with SBS Blacktop Services Inc. for Parcel ID: 141-0040-02320 (Gust Erickson Road) for \$65,000

Strategic Initiative

Per Surplus Land Policy and Process

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Per Surplus Land Policy and Process

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

SBS Blacktop Services has offered \$65,000 for this parcel. Staff recommendation is to approve the purchase agreement as presented.

Action Requested

Approve Purchase Agreement with SBS Blacktop Services Inc. for Parcel ID: 141-0040-02320 (Gust Erickson Road) for \$65,000

Attachments

1. SBS Purchase Agreement 02282025



**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date March 14th 2025

2. Page 1

3. BUYER(S): SBS Blacktop Services Inc. - Anthony Novak C.F.O.

4. _____

5. Buyer's earnest money in the amount of

6. Five Thousand Dollars (\$ 5,000.00)

7. shall be delivered to listing broker, or, if checked, to ☒ City of Hibbing no later than two (2) Business
-----("Earnest Money Holder")-----

8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account
9. of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
10. Acceptance Date, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: SW1/4 of SW 1/4 S12 T56 R21

13. City of Hibbing, County of St. Louis State of Minnesota,

14. Zip Code 55746, legally described as _____

15. SW1/4 of SW 1/4 S12 T56 R21 Parcel Code 141-0040-02320

16. _____

17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no
18. additional monetary value, and free and clear of all liens and encumbrances:

19. None Noted

20. _____

21. _____ (collectively the "Property").

22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

23. N/A

24. **PURCHASE PRICE:**

25. Seller has agreed to sell the Property to Buyer for the sum of (\$ 65,000.00)

26. _____

27. Sixty-Five Thousand Dollars,

28. which Buyer agrees to pay in the following manner:

29. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

30. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing
31. section.)

32. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
33. *Purchase Agreement: Assumption Financing*.)

34. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
35. *Agreement: Contract for Deed Financing*.)

36. **CLOSING DATE:**

37. The date of closing shall be One or Before 4/14 2025.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date March 14th 2025

39. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746.

40. **MORTGAGE FINANCING:**

41. This Purchase Agreement ☐ IS ☒ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
-----*(Check one.)*-----

42. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

44. Such mortgage financing shall be: *(Check one.)*

45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

48. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

50. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

51. ☐ **OTHER** _____

52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than

53. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage

54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to

55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate

56. said financing.

57. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
58. to the first mortgage and any subordinate financing. *(Check one.)*

59. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
61. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
62. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----

63. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
64. prohibited. See the following DVA and FHA Escape Clauses.

65. OR

66. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
67. or before _____.

68. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
69. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
70. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
71. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
72. conditions required by lender(s) to close the loan.

73. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
74. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
75. are deemed accepted by Buyer:

76. (a) work orders agreed to be completed by Seller;

77. (b) any other financing terms agreed to be completed by Seller here; and

78. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

79. Page 3 Date March 14th 2025

80. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
82. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
86. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies
87. allowed by law.

88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
89. canceled if the reason this Purchase Agreement does not close was due to:

90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
93. as specified in the contingency for sale and closing of Buyer's property.

94. If the Written Statement is not provided by the date specified on line 67, Seller may, at Seller's option, declare this
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
98. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.

----- (Check one.) -----

99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
102. earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.

----- (Check one.) -----

103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
104. (Check one.)

105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

110. (a) making the necessary repairs; or
111. (b) negotiating the cost of making said repairs with Buyer; or
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.

116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
----- (Check one.) -----

117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender

122. setting forth the appraised value of the Property as not less than \$ _____ .
(sale price)

123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
126. himself/herself that the price and condition of the Property are acceptable."

127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

130. Page 4 Date March 14th 2025

131. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**

 (Check one.)

135. _____ paid by Seller

136. NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE:** Verify DVA requirements relating to payment of all special assessments levied and pending, and
144. annual installments of special assessments certified to yearly taxes.

145. **OTHER MORTGAGE FINANCING ITEMS:** _____

146. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

148. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*
 -----*(Check one.)*-----

149. \$ _____

150. _____ percent (%) of the sale price

151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
155. by Seller.

156. **NOTE:** The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or
157. lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.

SALE OF BUYER'S PROPERTY:

158.

159. *(Check one.)*

160. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
164. _____, which is scheduled to close on _____.

_____ pursuant to a fully executed purchase agreement. If Buyer's property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary in any financing contingency made a part of this Purchase Agreement, if applicable.

171. OR

172. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
173. and closing on any other property.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

174. Page 5 Date March 14th 2025

175. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746.

176. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
178. including all penalties and interest.

179. Buyer shall pay ☒ PRORATED FROM DAY OF CLOSING ☐ ALL ☐ NONE ☐ _____ /12ths OF real estate
(Check one.)

180. taxes due and payable in the year of closing.

181. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes

 (Check one.)

182. due and payable in the year of closing.

183. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is
184. not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

185. DEFERRED TAXES/SPECIAL ASSESSMENTS:

186. ☐ **BUYER SHALL PAY** ☐ **SELLER SHALL PAY** on date of closing any deferred real estate taxes

 (Check one.)

187. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

188. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY ON**

(Check one.)

189. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
190. payable in the year or closing.

191. ☐ BUYER SHALL ASSUME ☐ SELLER SHALL PAY on date of closing all other special assessments levied as

(Check one.)

192. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
193. that cannot be paid in the year of closing.

194. ☐ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as

 (Check one.)

195. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
196. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
197. assessments or less, as required by Buyer's lender.)

198. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
199. which is not otherwise here provided.

200. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
-----*(Check one.)*-----

201. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
202. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
203. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and
204. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
205. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
206. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
207. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
208. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
209. directing all earnest money paid here to be refunded to Buyer.

210. **ADDITIONAL PROVISIONS:**

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ IS ☒ IS NOT subject to
-----*(Check one.)*-----

212. cancellation of a previously executed purchase agreement dated _____.

213. (If answer is **IS**, said cancellation shall be obtained no later than _____ .

214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
215. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
216. paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

217. Page 6 Date March 14th 2025

218. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

219. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
220. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____,
221. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
222. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
223. (Select appropriate options a–k.)

224. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
225. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
226. to Buyer.
227. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
228. expense. (Check one.)

229. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
230. ☐ **BUYER** ☐ **SELLER** expense. (Check one.)

231. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
232. ☐ **BUYER** ☐ **SELLER** expense. (Check one.)

233. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)

234. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
(Check one.)

235. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
236. improved without extraordinary building methods or cost. (Check one.)

237. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
238. covenants and approval of the architectural control committee.

239. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
240. affecting the Property, satisfactory to Buyer. (Check one.)

241. ☒ (k) Other:
242. This purchase agreement has an Escalation Clause as follows: Buyer will pay \$5,000 over
243. the
244. highest bid (proof of highest bid to be shown to buyer and that bid must meet the
criteria set by the City of Hibbing) up to and not to exceed \$121,152.00.
Any special assessments shall be prorated at time of closing.

245. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

247. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

248. ☐ **TRUSTEE'S DEED** ☐ **Other:** _____ Deed joined in by spouse, if any, conveying
249. marketable title, subject to

250. (a) building and zoning laws, ordinances, state and federal regulations;
251. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
252. (c) reservation of any mineral rights by the State of Minnesota;
253. (d) utility and drainage easements which do not interfere with existing improvements;

254. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
255. _____; and

256. (f) others (must be specified in writing): _____
257. _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

258. Page 7 Date March 14th 2025

259. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

260. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

261. ☒ **IMMEDIATELY AFTER CLOSING;** or

262. ☐ **OTHER:** _____

263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
264. by possession date.

265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
271. title service provider:

272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
279. assisting Seller, upon cancellation of this Purchase Agreement.

280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
285. automatically apply.

286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
297. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

309. Page 8 Date March 14th 2025

310. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746.

311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.

318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.

324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.

328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.

330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:

- 334. (a) at or upon the successful closing of the Property;
- 335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
- 337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 338. (d) upon receipt of a court order.

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

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

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

351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
357. obtained by contacting the local law enforcement offices in the community where the Property is located
358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
359. site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

360. Page 9 Date March 14th 2025

361. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746
362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
363. Purchase Agreement consists of approximately 40 +/- ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
-----(Check one.)-----
364. _____
365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.
-----(Check one.)-----
366. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive
-----(Check one.)-----
367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
368. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or
-----(Check one.)-----
369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**
374. BUYER HAS RECEIVED A: *(Check any that apply.)* ☐ **DISCLOSURE STATEMENT: VACANT LAND** OR A
375. ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
379. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

380. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
381. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
382. access, curb cuts, utility connection and connecting fees; and tree planting charges.

383. ***(Check appropriate boxes.)***
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
385. **CITY SEWER** ☐ **YES** ☒ **NO** / **CITY WATER** ☐ **YES** ☒ **NO**
386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
387. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
-----(Check one.)-----
388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System.*)
390. **PRIVATE WELL**
391. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
-----(Check one.)-----
392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
-----(Check one.)-----
394. CONSTRUCTION AREA.
395. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**
-----(Check one.)-----
396. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
397. (If answer is **IS**, see attached *Addendum.*)
398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
400. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

401. Page 10 Date March 14th 2025

402. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

403. **AGENCY NOTICE**

404. Greg Perrella is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

405. Perrella & Associates
(Real Estate Company Name)

406. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

407. _____
(Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

409. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's
410. compensation at closing _____ percent (%) of the selling price or \$ _____, which is in
411. addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing
412. broker's offer of cooperating compensation, if any.

413. **DUAL AGENCY REPRESENTATION**

414. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

415. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 415-431.*

416. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 416-431.*

417. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
418. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
419. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
420. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
421. Seller(s) and Buyer(s) acknowledge that

422. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
423. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
424. information will be shared;
425. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
426. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
427. the sale.

428. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
429. and its salesperson to act as dual agents in this transaction.

430. Seller _____ Buyer [Signature]

431. Seller _____ Buyer _____

432. Date _____ Date 2/14/25

433. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
434. cash outlay at closing or reduce the proceeds from the sale.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

435. Page 11 Date March

14th 2025

436. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746.

437. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
438. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
439. in the transaction at the time these documents are provided to Buyer and Seller.

440. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
441. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
442. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
443. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

444. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
445. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
446. the closing and delivery of the deed.

447. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
448. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
449. identification numbers or Social Security numbers.

450. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
451. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
452. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
453. **party whether the transaction is exempt from FIRPTA withholding requirements.**

454. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
455. and all addenda must be fully executed by both parties and a copy must be delivered.

456. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
457. this transaction constitute valid, binding signatures.

458. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
459. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
460. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
461. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
462. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
463. Purchase Agreement.

464. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
465. for deed.

466. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
467. (1) of this Purchase Agreement.

468. **OTHER:** _____

469. _____

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

472. ☐ Addendum to Purchase Agreement

473. ☐ Addendum to Purchase Agreement: Additional Signatures

474. ☐ Addendum to Purchase Agreement: Assumption Financing

475. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

476. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")

477. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

478. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

479. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

480. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency

481. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement

482. ☐ Addendum to Purchase Agreement: Short Sale Contingency

483. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency

484. ☐ Other: _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

485. Page 12 Date March 14th 2025

486. Property located at SW1/4 of SW 1/4 S12 T56 R21 Hibbing 55746

487. I agree to sell the Property for the price and on the terms
488. and conditions set forth above.

489. **I have reviewed all pages of this Purchase**
490. **Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

I have reviewed all pages of this Purchase
Agreement.

491. ☐ If checked, this Purchase Agreement is subject to
492. attached **Addendum to Purchase Agreement:**
493. **Counteroffer and the Final Acceptance Date shall**
494. **be noted on the Addendum.**

495. **FIRPTA:** Seller represents and warrants, under penalty
496. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----
497. non-resident alien individual, foreign corporation, foreign
498. partnership, foreign trust, or foreign estate for purposes of
499. income taxation. (See lines 444-457.) This representation
500. and warranty shall survive the closing of the transaction
501. and the delivery of the deed.

502. **X** _____
(Seller's Signature) (Date)

X _____ 2/14/25
(Buyer's Signature) (Date)

503. **X** _____
(Seller's Printed Name)

X SBS Black Top Services Inc. Anthony Novak
(Buyer's Printed Name)

504. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

505. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

510. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
511. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
512. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**
513. **AGREEMENT.**

514. **SELLER(S)** _____ **BUYER(S)** _____

515. **SELLER(S)** _____ **BUYER(S)** _____

MN:PA:VL-12 (8/24)

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.


(Signature) 2/14/25
(Date)

(Signature) (Date)

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Request for Council Action

City Council Action

Release of the Quit Claim Deed language "If the renovation of the Androy Hotel is not completed by December 6, 1995 the property shall revert to and title shall revest in City of Hibbing"

Description of Agenda Item

Release of the Quit Claim Deed language "If the renovation of the Androy Hotel is not completed by December 6, 1995 the property shall revert to and title shall revest in City of Hibbing"

Strategic Initiative

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

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

The Androy Apartments have a strong reputation of providing much needed affordable housing for low to moderate income individuals including the senior population in Hibbing. Over 17% of the residents within 10 miles of The Androy Apartments were over the age of 65 according to the 2010 census, and that number is expected to grow to nearly 26% of the population by 2026. The Androy Apartments offer many benefits to Hibbing's senior community members including a safe residence, access to same-day, low-cost public transport, accessible units, and a sense of community being in the heart of downtown Hibbing. Therefore, these 48 units of housing remain essential in our city and the renovation planned by Trellis is much needed.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

None

Action Requested

Release of the Quit Claim Deed language "If the renovation of the Androy Hotel is not completed by December 6, 1995 the property shall revert to and title shall revest in City of Hibbing"

Attachments

1. Excptn #19-Quit Claim Deed w Restrictions Doc #577490

577490

MS 80074

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed () not required
Certificate of Real Estate Value No.

Jan 13, 1994

Gordon D. M-Faul St. Louis County Auditor
County Auditor

by K. E. Eber Deputy

STATE DEED TAX DUE HEREON: \$ 16.5

Date: December 27, 19 93

(reserved for recording data)

FOR VALUABLE CONSIDERATION, City of Hibbing, Minnesota
Minnesota, a municipal corporation under the laws of
Minnesota, Grantor, hereby conveys and quitclaims to Androy Limited Partnership
a limited partnership under the laws of Minnesota, Grantee,
St. Louis County, Minnesota, described as follows:

Lots numbered Eight (8), Nine (9), and Ten (10), in Block Five (5),
in Central Addition to Hibbing, according to the plat thereof,
on file in the office of the Registrar of Titles in and for the
County of St. Louis, and State of Minnesota.

(Torrens, Certificate No. 228151)

The Seller certifies that the Seller does not know of any wells on the
described real property. The total consideration for this deed is
less than \$500.

If the renovation of the Androy Hotel is not completed by December 6, 1995
the property shall revert to and title shall revert in the City of Hibbing.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

CITY OF HIBBING, MINNESOTA

By James R. Collins
Mayor
By Raymond A. Engard
Clerk

STATE OF MINNESOTA

COUNTY OF St. Louis ss.

The foregoing was acknowledged before me this 21st day of December, 1993,
by James R. Collins and Raymond A. Engard,
the Mayor and Clerk,
of City of Hibbing, Minnesota, a municipal corporation
under the laws of Minnesota, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Kathleen M. Husmann
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

Androy Limited Partnership
c/o Brighton Development Corporation
408 Butler North
510 First Avenue North
Minneapolis, MN 55403

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Holmes & Graven, Chartered (LMW)
470 Pillsbury Center
Minneapolis, MN 55402
(612) 337-9300

HB115-4

140-70-800 9

577490

OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA }
COUNTY OF ST. LOUIS }

I hereby certify that the within
Instrument was filed in this office on
JAN 19 1994
at 9A. It had been duly registered
in Book 7027 of Register of Titles,
page 564.

MARY A. WYMAN, REGISTRAR
By John A. McLaughlin
Deputy

FEE \$1.00

FOR OFFICE USE ONLY

Logdate 11094
Inst. OC Pay C Ret. ag
Status Refect Copies 1
Page 1 Cont. # 263656
CT NCT Cert. Copy Y N
Mergor

COMMONWEALTH LAND TITLE INSURANCE CO.
255 Park Square Court
400 Sibley Street
St Paul, Minnesota 56101

35 sc pu

233972



Request for Council Action

City Council Action

ADOPT THE FLOODPLAIN ORDINANCE NO. 447 2ND SERIES, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Description of Agenda Item

ADOPT THE FLOODPLAIN ORDINANCE NO. 447 2ND SERIES, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

ADOPT THE FLOODPLAIN ORDINANCE NO. 447 2ND SERIES, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

ADOPT THE FLOODPLAIN ORDINANCE NO. 447 2ND SERIES, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60

ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Attachments

1. Ord-447-Sec-11-06-Floodplain

ORDINANCE NO. 447, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code, Section 11.60, entitled "Flood Plain Management" is hereby deleted in its entirety and there is hereby added a new Section 11.60, entitled "Flood Plain Management", to read as follows:

"Sec. 11.60 FLOOD PLAIN MANAGEMENT.

Contents

SECTION 1.0	STATUTORY AUTHORIZATION AND PURPOSE
SECTION 2.0	DEFINITIONS
SECTION 3.0	JURISDICTION AND DISTRICTS
SECTION 4.0	REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS
SECTION 5.0	FLOODWAY DISTRICT
SECTION 6.0	FLOODWAY FRINGE DISTRICT
SECTION 7.0	GENERAL FLOODPLAIN DISTRICT
SECTION 8.0	SUBDIVISION STANDARDS
SECTION 9.0	PUBLIC AND PRIVATE UTILITIES, SERVICE FACILITIES, ROADS, BRIDGES, AND RAILROADS
SECTION 10.0	MANUFACTURED HOMES AND RECREATIONAL VEHICLE
SECTION 11.0	ADMINISTRATION
SECTION 12.0	NONCONFORMITIES
SECTION 13.0	VIOLATIONS AND PENALTIES
SECTION 14.0	AMENDMENTS

SECTION 1.0 STATUTORY AUTHORIZATION AND PURPOSE

1.1 **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 - 6120.6200; the rules and regulations of the National Flood Insurance Program (NFIP) in 44 CFR § 59 to 78; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.

1.2 **Purpose**

1.21 This ordinance regulates development in the flood hazard areas of the City of Hibbing. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.

1.22 This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.

1.23 This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.

1.24 This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

1.3 **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. The standards in this ordinance take precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

1.4 **Warning and Disclaimer of Liability.** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. Not all flood risk is mapped. Larger floods do occur and the flood height may be increased by man-made or natural causes, such as ice jams or bridge openings restricted by debris. This ordinance does not create liability on the part of the City of Hibbing or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

1.5 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court

of law, the remainder of this ordinance shall not be affected and shall remain in full force.

SECTION 2.0 DEFINITIONS

2.1 Definitions. Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.

- 2.11 Accessory Structure. A structure, as defined in this ordinance, that is on the same parcel of property as, and is incidental to, the principal structure or use; an accessory structure specifically excludes structures used for human habitation.
- 2.12 Base Flood. The flood having a one-percent chance of being equaled or exceeded in any given year. "Base flood" is synonymous with the term "regional flood" used in Minnesota Rules, part 6120.5000.
- 2.13 Base Flood Elevation (BFE). The elevation of the base flood, regional flood, or one-percent annual chance flood. The term "base flood elevation" is used in the flood insurance study.
- 2.14 Basement. Any area of a structure, including crawl spaces, having its floor subgrade (below ground level) on all sides, regardless of the depth of excavation below ground level.
- 2.15 Building. See Structure.
- 2.16 Channel. A natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct flowing water either continuously or periodically.
- 2.17 Conditional Use. A land use or development that would not be appropriate generally, but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the zoning ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.
- 2.18 Critical Facilities. Buildings and structures that contain essential facilities and services necessary for emergency response and recovery, or that pose a substantial risk to the public in the event of failure, disruption of function, or damage by flooding. Specifically, this includes facilities identified as Flood Design Class 4 in ASCE 24-14, Flood Resistant Design and Construction, as amended. Examples include health care facilities, facilities

City of Hibbing
Ordinance No. 447, 2nd Series
Drafted February 18, 2025

required for emergency response, power generating stations, communications towers, or electrical substations.

- 2.19 Development. Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- 2.20 Equal Degree of Encroachment. A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.
- 2.21 FEMA. Federal Emergency Management Agency.
- 2.22 Farm Fence. An open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02, Subd. 1(a-d).
- 2.23 Flood. A temporary rise in the stream flow or water surface elevation from any source that results in the inundation of normally dry land areas.
- 2.24 Flood Fringe. The portion of the one-percent annual chance floodplain located outside of the floodway. This district shall be extended laterally to the 0.2-percent annual chance floodplain, where mapped.
- 2.25 Flood Insurance Rate Map (FIRM). An official map on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- 2.26 Flood Insurance Study (FIS). The study referenced in Section 3.2, which is an examination, evaluation and determination of flood hazards, and if appropriate, corresponding surface elevations, or an examination, evaluation, and determination of mudslide (i.e. mudflow) and/or flood-related erosion hazards.
- 2.27 Floodplain. The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.
- 2.28 Floodproofing. A combination of structural and non-structural additions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

- 2.29 Floodway. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which must be reserved to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.
- 2.30 General Floodplain. Those floodplains designated on the Flood Insurance Rate Maps referenced in Section 3.2, but that do not have a delineated floodway.
- 2.31 Light Duty Truck. Any motor vehicle that has all three of the following:
- A. 8,500 pounds Gross Vehicle Weight Rating or less;
 - B. vehicle curb weight of 6,000 pounds or less; and
 - C. basic vehicle frontal area less than 45 square feet.
- 2.32 Lowest Floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR § 60.3.
- 2.33 Manufactured Home. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."
- 2.34 New Construction. Structures for which the start of construction commenced on or after the effective date of an adopted floodplain management regulation, and includes any subsequent improvements to such structures.
- 2.35 Principal Structure. The main building or other structure on a lot that is utilized for the property's principal use.
- 2.36 Reach. A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.
- 2.37 Recreational Vehicle. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and

is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

- 2.38 Regulatory Flood Protection Elevation (RFPE). An elevation that is one foot above the elevation of the base flood plus any increases in the water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.
- 2.39 Repetitive Loss. Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.
- 2.40 Special Flood Hazard Area (SFHA). An area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.
- 2.41 Stage Increase. Any increase in the water surface elevation during the one-percent annual chance flood caused by encroachments on the floodplain.
- 2.42 Start of Construction. Includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as

dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- 2.43 Structure. A roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 10.22, shall also be considered a structure for the purposes of this ordinance.
- 2.44 Subdivision. Land that has been divided for the purpose of sale, rent, or lease, including planned unit developments.
- 2.45 Substantial Damage. Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- 2.46 Substantial Improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this ordinance, "historic structure" is defined in 44 CFR § 59.1.
- 2.47 Variance. "Variance" means the same as that defined in 44 CFR § 59.1 and Minnesota Statutes, Section 462.357, Subd. 6(2).
- 2.48 Violation. "Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure

or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation of until such time as that documentation is provided.

- 2.49 Watercourse. A channel in which a flow of water occurs either continuously or intermittently in a definitive direction. The term applies to either natural or artificially constructed channels.

SECTION 3.0 JURISDICTION AND DISTRICTS

- 3.1 **Lands to Which Ordinance Applies.** This ordinance applies to all lands within the jurisdiction of the City of Hibbing within the Special Flood Hazard Areas (SFHAs) identified on the Flood Insurance Rate maps identified in Section 3.2. Areas within the SFHA are within one of three districts: the Floodway, Flood Fringe, or General Floodplain.

- 3.11 The Floodway, Flood Fringe or General Floodplain Districts are overlay districts. The standards imposed in the overlay districts are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.

- 3.12 These regulations apply to all areas within the SFHA. If areas below the Base Flood Elevation (BFE) extend beyond the mapped SFHA based on actual field conditions, the Base Flood Elevation (BFE) shall be the governing factor in locating the outer boundaries of the one-percent annual chance floodplain and these regulations apply to the outer boundary of the one-percent annual chance floodplain.

Figure 1: The mapped floodplain may not always align with on-the-ground contour elevations.



3.13 Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Planning Commission and to submit technical evidence.

3.2 **Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the official zoning map and this ordinance. The attached material includes the Flood Insurance Study for St. Louis County, Minnesota, and Incorporated Areas, dated March 25, 2025, and the Flood Insurance Rate Map panel numbers 27137C1950E, 27137C1975E, 27137C2225E2, 27137C2235E, 27137C2245E, 27137C2250E, 27137C2255E, 27137C2265E, 27137C2275E2, 27137C2500E, 27137C2525E, 27137C2530E, 27137C2550E, all dated March 25, 2025, all prepared by the Federal Emergency Management Agency. These materials are on file in the Building Department, City Hall.

3.3 **Districts**

3.31 Floodway District. Those areas within Zone AE delineated within floodway areas as shown on the Flood Insurance Rate Maps referenced in Section 3.2 and those areas within Zone A determined to be located in the floodway based on the delineation methods in Section 7.4.

3.32 Flood Fringe District. Those areas within Zone AE located outside of the delineated floodway as shown on the Flood Insurance Rate Maps referenced in Section 3.2, and those areas within Zone A determined to be located in the flood fringe based on the delineation methods in Section 7.4. This district shall be extended laterally to the 0.2-percent annual chance floodplain, where mapped.

3.33 General Floodplain District. Those areas within Zone A or AE that do not have a floodway delineated as shown on the Flood Insurance Rate Maps referenced in Section 3.2.

3.4 **Annexations.** The Flood Insurance Rate Map panels referenced in Section 3.2 may include floodplain areas that lie outside of the corporate boundaries of the City of Hibbing at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Hibbing after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 3.2 require ordinance amendment in accordance with Section 14.0.

3.5 **Municipal Boundary Adjustments.** The Flood Insurance Rate Map panels referenced in Section 3.2 apply countywide. If at any point any lands come under the jurisdiction of another local government, the following shall apply:

3.51 City adjustments of corporate boundaries, including but not limited to annexations and detachments, shall shift floodplain administrative authority of all affected lands immediately upon the date of the boundary adjustment occurring. Cities retain jurisdiction for all incorporated lands, and the County retains jurisdiction under this ordinance on all unincorporated lands.

SECTION 4.0 REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS

4.1 **Permit Required.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:

4.11 The erection, addition, modification, maintenance, rehabilitation, repair, or alteration of any building, structure, or portion thereof. Normal maintenance requires a permit to determine if such work, either separately or in conjunction with other planned work, constitutes a substantial improvement, as specified in Section 12.13.

4.12 The construction of a fence, pool, deck, or placement of anything that may cause a potential obstruction. Farm fences, as defined in Section 2.0 of this ordinance, are not considered to be an obstruction, and as such, do not require a permit.

4.13 The change or expansion of a nonconforming use.

4.14 The repair of a structure that has been damaged by flood, fire, tornado, or any other source.

4.15 The placement of fill, excavation, utilities, on-site sewage treatment systems, or other service facilities.

4.16 The storage of materials or equipment, in conformance with Section 4.22.

4.17 Relocation or alteration of a watercourse (including stabilization projects or the construction of new or replacement dams, culverts and bridges). A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed.

4.18 Any other type of "development," as defined in Section 2.0 of this ordinance.

4.2 **Minimum Development Standards**

4.21 All development must:

- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed with materials and equipment resistant to flood damage;
- C. Be constructed by methods and practices that minimize flood damage;
- D. Be constructed with heating, ventilation, duct work, and air conditioning equipment and other service facilities elevated at least up to the Regulatory Flood Protection Elevation (RFPE). Water, sewage, electrical, and other utility lines below the RFPE shall be constructed so as to prevent water from entering or accumulating within them during conditions of flooding;
- E. Be reasonably safe from flooding and consistent with the need to minimize flood damage;
- F. Be assured to provide adequate drainage to reduce exposure to flood hazards;
- G. Not be detrimental to uses in adjoining areas; and
- H. Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
- I. Ensure that any fill or other materials are protected from erosion, discharge, and sediment entering surface waters by the use of vegetative cover or other methods as soon as possible.

4.22 Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life shall be stored at or above the Regulatory Flood Protection Elevation (RFPE), floodproofed, or protected by other measures as approved by the Zoning Administrator. Storage of materials likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other

wastes as further defined in Minnesota Statutes, Section 115.01, are prohibited unless adequate safeguards approved by the Minnesota Pollution Control Agency are provided. For projects not requiring approvals by the Minnesota Pollution Control Agency, adequate safeguards must be approved by the Zoning Administrator prior to issuance of a permit.

- 4.23 Critical facilities shall be located so that the lowest floor is not less than two feet above the Base Flood Elevation (BFE), or the 0.2% annual chance flood elevation, whichever is higher.

SECTION 5.0 FLOODWAY DISTRICT

- 5.1 **Permitted Uses in Floodway.** Development allowed in the floodway district is limited to that which has low flood damage potential and will not obstruct flood flows, increase velocities, or increase the water surface elevations of the one-percent annual chance flood. The following uses and activities may be allowed with a permit, subject to the standards in Section 5.2:

- 5.11 Agricultural uses, recreational uses, parking lots, loading areas, airport landing strips, water control structures, navigational facilities, as well as public open space uses.
- 5.12 Roads, driveways, railroads, trails, bridges, and culverts.
- 5.13 Public utility facilities and water-oriented industries which must be in or adjacent to watercourses.
- 5.14 Grading, filling, land alterations, and shoreline stabilization projects.
- 5.15 No structures, as defined in Section 2.0, are allowed in the Floodway District, except structures accessory to the uses detailed in Sections 5.11 and 5.31, which require a CUP under Section 5.32.
- 5.16 Levees or dikes intended to protect agricultural crops, provided the top of the dike does not exceed the 10-percent annual chance flood event.

- 5.2 **Standards for Permitted Uses in Floodway.** In addition to the applicable standards detailed in Section 4.0:

- 5.21 The applicant must demonstrate that the development will not result in any of the following during the one-percent annual chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities. This shall be demonstrated through hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that

restore the site to the previous cross-sectional area). This is commonly documented through a "no-rise certification."

- 5.22 Any development that would result in a stage increases greater than 0.00 feet may only be allowed with a permit if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) in accordance with 44 CFR § 65.12, and FEMA has issued the CLOMR. Map revisions must follow the procedures in Sections 11.15 and 14.0.
- 5.23 Any development resulting in decreases to the water surface elevation of the base flood identified in the Flood Insurance Study requires a Letter of Map Revision (LOMR) following the procedures in Sections 11.15 and 14.0.
- 5.24 Any development in the beds of public waters that will change the course, current or cross section is required to obtain a public waters work permit in accordance with Minnesota Statutes, section 103G.245 or a utility crossing license in accordance with Minnesota Statutes, section 84.415, from the Department of Natural Resources, or demonstrate that no permit is required, before applying for a local permit.
- 5.25 Any facility used by employees or the general public must be designed with a flood warning system acceptable to the Zoning Administrator that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.
- 5.26 Fill and other land alteration activities must offer minimal obstruction to the flow of flood waters, and be protected from erosion and sediment entering surface waters by the use of vegetative cover, riprap or other methods as soon as possible.

5.3 **Conditional Uses in Floodway.** The following uses and activities may be permitted as conditional uses, subject to the standards detailed in Sections 5.4:

- 5.31 Commercial extractive uses, and storage and stockpiling yards.
- 5.32 Structures accessory to uses detailed in Sections 5.11 and 5.31.

5.4 **Standards for Conditional Uses in Floodway.** In addition to the applicable standards detailed in Sections 4.0, 5.2 and 11.2:

- 5.41 Extractive uses and storage of materials require the completion of a site development and restoration plan, to be approved by the City of Hibbing.
- 5.42 Accessory Structures. Structures accessory to the uses detailed in Sections 5.11 and 5.31 must be constructed and placed so as to offer a minimal obstruction to the flow of flood waters, and are subject to the standards in Section 6.23 of this ordinance.

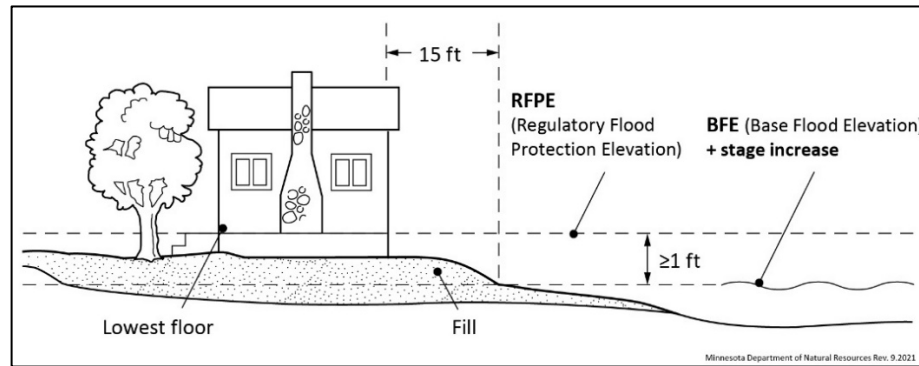
SECTION 6.0 FLOOD FRINGE DISTRICT

- 6.1 **Permitted Uses in Flood Fringe.** Any uses or activities allowed in any applicable underlying zoning districts may be allowed with a permit, subject to the standards set forth in Sections 6.2.
- 6.2 **Standards for Permitted Uses in Flood Fringe.** In addition to the applicable standards detailed in Section 4.0:

6.21 Residential Structures.

- A. Elevation on Fill. Structures erected, constructed, reconstructed, altered, or moved on fill within the Flood Fringe District shall be placed so that the lowest floor, as defined in Section 2.0 of this ordinance, is elevated at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator. Elevation methods alternative to these fill standards are subject to a Conditional Use Permit, as provided in Section 6.31 of this ordinance (Figure 2). Construction of this type shall only be permitted in locations where the natural ground is no lower than three feet below the base flood elevation.

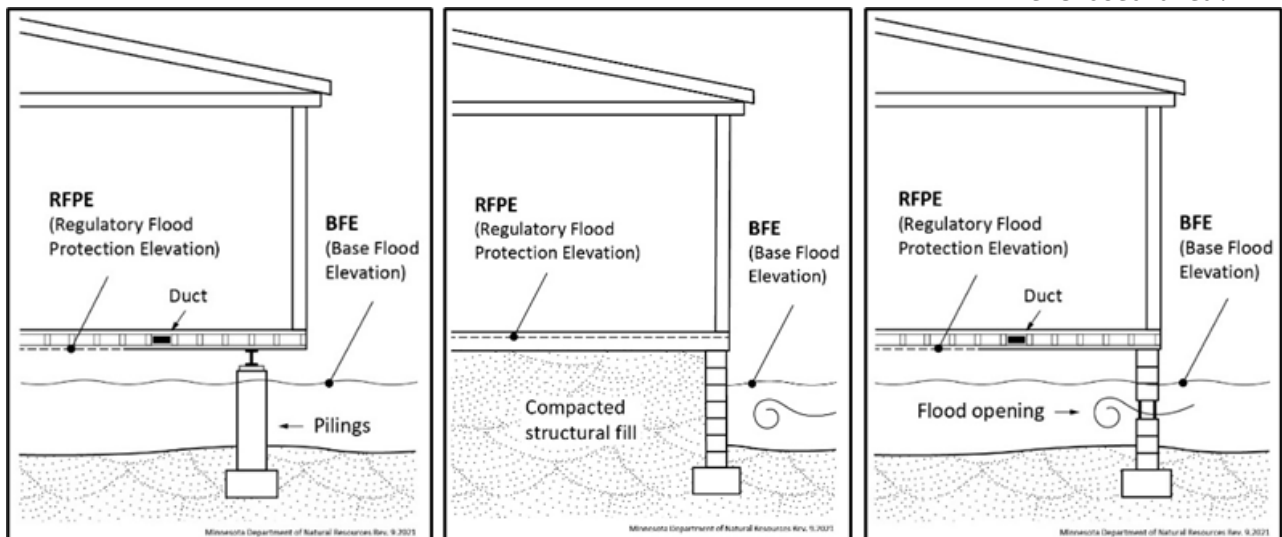
Figure 2: Overview of fill standards for residential structures.



6.22 Nonresidential Structures. Nonresidential structures must meet one of the following construction methods:

- A. Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 6.21.A of this ordinance. Fill for nonresidential structures is not required to be extended 15 feet beyond the outside limits of the structure.
- B. Alternative Elevation Methods. Structures may be elevated using methods alternative to the fill standards in Section 6.21.A of this ordinance. Such methods include the use of blocks, pilings (Figure 3), filled stem walls (Figure 4), or internally-flooded enclosed areas (Figure 5) such as crawl spaces, attached garages, or tuck under garages.

Figure 3: Blocks or pilings. Figure 4: Filled stem walls. Figure 5: Internally flooded enclosed area.



Designs accommodating for internally-flooded enclosed areas must be certified by a registered professional engineer or architect, or meet or exceed the standards detailed in FEMA Technical Bulletin 1, as amended, as well as the following standards:

- (1) The lowest floor, as defined in Section 2.0 of this ordinance, shall be elevated at or above the Regulatory Flood Protection Elevation (RFPE).
- (2) The floor of the enclosed area must be at or above the exterior grade on at least one side of the structure.
- (3) To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings below the base flood elevation on at least two sides of the structure. The bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
- (4) Internally flooded enclosed areas shall only be used for the parking of vehicles, building access, or storage. Bathrooms and toilet rooms shall not be allowed. Such areas shall be subject to a deed-restricted non-conversion agreement as well as periodic inspections with the issuance of any permit.

C. Dry Floodproofing. Structures having watertight enclosed basements or spaces below the Regulatory Flood Protection Elevation (RFPE) must meet the following standards:

- (1) Walls must be substantially impermeable to the passage of water, with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, at least up to the Regulatory Flood Protection Elevation (RFPE);
- (2) Must meet the standards of FEMA Technical Bulletin 3, as amended; and

- (3) A registered professional engineer or architect shall be required to certify that the design and methods of construction meet the standards detailed in this Section.

6.23 Accessory Structures. All accessory structures must meet the following standards:

- A. Structures shall not be designed or used for human habitation.
- B. Structures will have a low flood damage potential.
- C. Structures shall constitute a minimal investment not to exceed 576 square feet in size, one-story in height, and shall only be used for parking and storage, except as provided under Section 6.23.E. Structures not meeting the standards of Sections 6.23.A-C must be designed and constructed in accordance with floodplain management requirements based on whether the structure is residential or nonresidential. Residential structures must meet the requirements of Section 6.21, and nonresidential structures must meet the requirements of Section 6.22.
- D. Structures with two or more rigid walls, must meet one of the following construction methods:
 - (1) Wet Floodproofing. Structures may be floodproofed in a way to accommodate internal flooding. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention. Portions of structures below the RFPE must be constructed of flood damage-resistant materials. Utilities must be elevated above the RFPE and any utility lines below the RFPE shall be constructed so as to prevent floodwaters from entering or accumulating within them. Wet floodproofed structures must be anchored to resist flotation, collapse, and lateral movement.
 - (2) Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 6.21.A of

this ordinance. Fill is not required to be extended 15 feet beyond the outside limits of the structure.

(3) Alternative Elevation Methods. Structures may have their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) through methods alternative to the fill standards in Section 6.23.D(2), and must meet the standards in Section 6.22.B of this ordinance.

(4) Dry Floodproofing. Structures may be dry-floodproofed, or watertight, meeting the standards in Section 6.22.C of this ordinance.

E. Structures with fewer than two rigid walls, such as carports, gazebos, and picnic pavilions, meeting the standards in Section 4.21 of this ordinance may be located at an elevation below the Regulatory Flood Protection Elevation, exceed 576 square feet in size, and may include uses as provided under Section 6.1.

6.24 All new principal structures must provide vehicular access no lower than one foot below the Base Flood Elevation (BFE), unless a flood warning/emergency evacuation plan has been approved by the City of Hibbing.

6.25 Any facilities used by employees or the general public must be designed with a flood warning system acceptable to the City of Hibbing that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.

6.26 Manufactured homes and recreational vehicles must meet the standards of Section 10 of this ordinance.

6.3 **Conditional Uses in Flood Fringe.** The following uses and activities may be permitted as conditional uses, subject to the standards in Sections 6.4:

6.31 Alternative Elevation Methods - Residential Structures. Residential structures with their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) using methods alternative to the fill requirements in Section 6.21.

6.4 Standards for Conditional Uses in Flood Fringe. In addition to the applicable standards detailed in Sections 4.0, 6.2 and 11.2:

- 6.41 All residential structures with lowest floors elevated through alternative elevation methods must meet the standards in Section 6.22.B of this ordinance.

SECTION 7.0 GENERAL FLOODPLAIN DISTRICT

7.1 Permitted Uses in General Floodplain District

- 7.11 Until the floodway is delineated, allowable uses will be restricted to those listed in the Floodway District, Section 5.0
- 7.12 All other uses are subject to a floodway/flood fringe determination as provided in Section 7.4, in addition to the standards provided in Sections 7.2 and 7.3. Permitted uses shall be determined as follows:
- A. If the development is determined to be in the Floodway District, Section 5.0 applies.
 - B. If the development is determined to be in the Flood Fringe District, Section 6.0 applies.

7.2 Determining Flood Elevations

- 7.21 All development requires a determination of the Base Flood Elevation (BFE). Proposed developments of more than 50 lots or 5 acres, whichever is lesser, must use detailed methods for determining the BFE. This may include use of supporting A Zone modeling and the "shoreland method," when eligible, on lakes. Exceptions to this requirement include projects that restore the site to the previous cross-sectional area, such as shore stabilization or culvert replacement projects. Base Flood Elevations (BFE) may be found using best available data from any Federal, State, or other source (including MNDNR's Lake & Flood Elevations Online (LFEO) Viewer).
- 7.22 The Regulatory Flood Protection Elevation (RFPE) can be determined by assuming a one-half (0.5) foot stage increase to accommodate for future cumulative impacts. A stage increase does not need to be assumed along lakes, wetlands, and other basins that are not affected by velocities.

7.3 Encroachment Analysis

- 7.31 Encroachments due to development may not allow stage increases more than one-half (0.5) foot at any point, unless through a map revision following the procedures in Sections 11.15 and 14.0. This evaluation must include the cumulative effects of previous encroachments, and must be documented with hydrologic and

hydraulic analysis performed by a professional engineer, or using other standard engineering practices. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.

- 7.32 Alterations or changes that result in stage decreases are allowed and encouraged.

7.4 Standards for the Analysis of Floodway Boundaries

- 7.41 Requirements for Detailed Studies. Any development, as requested by the Zoning Administrator, shall be subject to a detailed study to determine the Regulatory Flood Protection Elevation (RFPE) and the limits of the Floodway District. This determination must be consistent with the minimum standards for hydrologic and hydraulic mapping standards and techniques, as detailed in Minnesota Rules, part 6120.5600, Subp. 4 and FEMA Guidelines and Standards for Flood Risk Analysis and Mapping, as revised. Additionally:

- A. A regulatory floodway necessary to carry the discharge of the one-percent annual chance flood must be selected without increasing the water surface elevation more than one-half (0.5) foot at any point. This determination should include the cumulative effects of previous encroachments. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result; and
- B. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries, unless topography, existing development patterns, and comprehensive land use plans justify a modified approach, as approved by the Department of Natural Resources.

- 7.42 Other Acceptable Methods. For areas where a detailed study is not available or required:

- A. Development prohibited in floodways (e.g. most buildings) requires a floodway/flood fringe determination to verify the development is within the flood fringe. This determination must be done by a professional engineer or utilize other accepted engineering practices. The Department of Natural Resources may also provide technical assistance and must approve any alternative methods used to determine floodway boundaries.

B. For areas where the floodway has not been determined in and along lakes, wetlands, and other basins, the following methodology may be used as an alternative to Item A above, provided these areas are not affected by velocities and the lot is able to accommodate a building site above the Regulatory Flood Protection Elevation (RFPE):

(1) All areas that are at or below the ordinary high water level, as defined in Minnesota Statutes, section 103G.005, Subd. 14, will be considered floodway, and all areas below the Base Flood Elevation (BFE) but above the ordinary high water level will be considered flood fringe, provided that within 25 feet of the ordinary high water level, or within the Shore Impact Zone as identified in the community's Shoreland ordinance, whichever distance is greater, land alterations shall be restricted to:

(a) The minimum required to accommodate beach areas, access areas, and accessory structures as permitted, not to exceed a volume greater than 10 cubic yards; projects involving volumes exceeding 10 cubic yards require floodway/flood fringe determination in accordance with the procedures in Section 7.42, item A; and

(b) The minimum required to accommodate shoreline stabilization projects to correct an identified erosion problem as verified by a qualified resource agency or the zoning administrator.

SECTION 8.0 SUBDIVISION STANDARDS

8.1 **Subdivisions.** All subdivided land must meet the following requirements. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.

8.11 All lots within floodplain districts must be suitable for a building site outside of the Floodway District.

8.12 Subdivision of lands within the floodplain districts may not be approved if the cost of providing governmental services would impose an unreasonable economic burden on the City of Hibbing.

8.13 All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection

Elevation (RFPE), unless a flood warning/emergency evacuation plan has been approved by the City of Hibbing.

8.14 The Floodway and Flood Fringe District boundaries, the Regulatory Flood Protection Elevation (RFPE) and the required elevation of all access roads must be clearly identified on all required subdivision drawings and platting documents.

SECTION 9.0 PUBLIC AND PRIVATE UTILITIES, SERVICE FACILITIES, ROADS, BRIDGES, AND RAILROADS

- 9.1 **Public Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety. All public transportation facilities should be designed to minimize increases in flood elevations.
- 9.2 **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited in the one-percent annual chance floodplain. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- 9.3 **Private On-Site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities.** Private facilities shall be subject to applicable provisions detailed in Section 9.2. In addition, new or replacement on-site sewage treatment systems are to be located to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270.

SECTION 10.0 MANUFACTURED HOMES AND RECREATIONAL VEHICLES

10.1 **Manufactured Homes.** Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:

10.11 New and replacement manufactured homes must be placed and elevated in compliance with Section 6.0 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

10.12 New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 8.0 of this ordinance.

10.2 **Recreational Vehicles.** New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:

10.21 Meet the requirements for manufactured homes in Section 10.1, or

10.22 Be travel ready, meeting the following criteria:

- A. The vehicle must be fully licensed.
- B. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
- C. No permanent structural type additions may be attached to the vehicle.
- D. Accessory structures may be permitted in the Flood Fringe District, provided they do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 4.0 and 6.23.

SECTION 11.0 ADMINISTRATION

11.1 **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.

11.11 **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:

- A. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
 - B. Location and detail of grading, fill, or storage of materials.
 - C. Copies of any required local, state or federal permits or approvals.
 - D. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
- 11.12 Recordkeeping. The Zoning Administrator must maintain applicable records in perpetuity documenting:
- A. All certifications for dry floodproofing and alternative elevation methods, where applicable.
 - B. Analysis of no-rise in the Floodway District, as detailed in Section 5.21, and encroachment analysis ensuring no more than one-half foot of rise in the General Floodplain District, as detailed in Sections 7.22 and 7.31.
 - C. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
 - D. Substantial damage and substantial improvement determinations, as detailed in Section 12.13, including the cost of improvements, repairs, and market value.
 - E. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
- 11.13 Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the finished fill and building floor elevations or other flood protection measures are in compliance with the requirements of this ordinance.
- 11.14 Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or

stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters in accordance with Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.

- 11.15 Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, the City of Hibbing must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available. Within the General Floodplain District, a map revision is only required if development results in stage increases greater than 0.5 feet.

11.2 Conditional Uses and Variances

11.21 Process.

- A. An application for a conditional use permit will be processed and reviewed in accordance with the provisions of this ordinance.
- B. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, Section 462.357, Subd. 6(2) and this ordinance.

11.22 Additional Variance Criteria. The following additional variance criteria must be satisfied:

- A. Variances must not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances from the provisions of this ordinance may only be issued by a community upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary

public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- C. Variances from the provisions in this ordinance may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- D. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law.
- E. Variances may be used to modify permissible methods of flood protection, but no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).
- F. The Zoning Administrator must notify the applicant for a variance in writing that:
 - (1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
 - (2) Such construction below the base flood level increases risks to life and property. Notification must be maintained with a record of all variance actions.

11.23 Considerations for Approval. The City of Hibbing must consider all relevant factors specified in other sections of this ordinance in granting variances and conditional use permits, including the following:

- A. The potential danger to life and property due to increased flood heights or velocities caused by encroachments.
- B. The danger that materials may be swept onto other lands or downstream to the injury of others.
- C. The safety of access to the property in times of flood for ordinary and emergency vehicles.

11.24 Conditions of Approval. The City of Hibbing may attach such conditions to the granting of variances and conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:

- A. Limitations on period of use, occupancy, and operation.

- B. Imposition of operational controls, sureties, and deed restrictions.
- C. The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
- D. Other conditions as deemed appropriate by the Zoning Administrator and Planning Commission/City Council.

11.3 Notifications to the Department of Natural Resources

- 11.31 All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.
- 11.32 A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

SECTION 12.0 NONCONFORMITIES

- 12.1 **Continuance of Nonconformities.** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:
 - 12.11 Within the floodway and general floodplain districts (when a site has been determined to be located in the floodway following the procedures in Section 7.3, or when the floodway has not been delineated), any expansion or enlargement of uses or structures is prohibited.
 - 12.12 Within all districts, any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).
 - 12.13 If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 12.2, it may not be reconstructed except in conformity with the provisions of this ordinance.

Any structures located outside the one-percent annual chance floodplain are exempt from this provision.

12.14 If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

12.15 If any nonconforming structure has utilities, electrical, or mechanical equipment damaged due to flooding, it must be rebuilt in conformance with the elevation requirements in Section 4.21.D to the greatest extent practicable. This requirement shall apply regardless of the determinations made in Section 12.2.

12.2 Substantial Improvement and Substantial Damage Determinations.

Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

12.21 Estimate the market value of the structure. In the case of repairs, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.

12.22 Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.

A. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.

B. Costs to repair damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.

12.23 Compare the cost of the improvement, repairs, or combination thereof to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 2.0 of this ordinance.

- A. For the purposes of determining whether the proposed work would constitute substantial improvement, the evaluation shall also include all rehabilitations, additions, or other improvements completed since the community has adopted floodplain standards impacting this structure.
- B. If any nonconforming structure experiences a repetitive loss, as defined in Section 2.0 of this ordinance, it shall be considered substantially damaged and must not be reconstructed except in conformity with the provisions of this ordinance.

12.24 Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

SECTION 13.0 VIOLATIONS AND PENALTIES

- 13.1 **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.
- 13.2 **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the City of Hibbing or the Department of Natural Resources.
- 13.3 **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The City of Hibbing must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

SECTION 14.0 AMENDMENTS

- 14.1 **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 3.2 of this ordinance.

14.2 **Required Approval.** All amendments to this ordinance must be submitted to the Department of Natural Resources for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 11.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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

Adopted by the City Council of Hibbing, Minnesota, this ____ day of February, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

ATTEST:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

City Attorney

(Published in the Hibbing Tribune on _____, 2025. Affidavit of Publication attached.)



Request for Council Action

City Council Action

Offer RESOLUTION NO. 25-03-04 SUPPORTING PUBLICATION OF THE FLOODPLAIN ORDINANCE

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Offer RESOLUTION NO. 25-03-04 SUPPORTING PUBLICATION OF THE FLOODPLAIN ORDINANCE

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Offer RESOLUTION NO. 25-03-04 SUPPORTING PUBLICATION OF THE FLOODPLAIN ORDINANCE

Attachments

1. Resolution-support-publication-of-Summary

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

RESOLUTION NO. 25-03-__

RESOLUTION SUPPORTING PUBLICATION
OF THE FLOODPLAIN ORDINANCE

WHEREAS, The City Council of the City of Hibbing has adopted a new floodplain ordinance (Ordinance No. 447); and,

WHEREAS, The ordinance to have legal effect must be published; and,

WHEREAS, MN Stat. Sect. 412.191 Subd. 4 allows statutory cities to publish a summary of said ordinance; and,

WHEREAS, The City Council of the City of Hibbing has reviewed a proposed summary of said ordinance which is attached hereto and made a part hereof, and believes that a publication of the title and summary will inform the public of the intent and effect of the ordinance; and,

WHEREAS, That the City Council will need to approve publishing the summary by a 4/5ths vote of its members; and,

WHEREAS, That the City Council finds that the summary complies with the requirements of MN Stat. Sect. 331A.01 Subd. 10.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hibbing that the City of Hibbing hereby approves the publication of a summary of the floodplain ordinance, a copy of which is attached hereto and made a part hereof.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this ____ day of March, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Clerk Candie Seppala

CERTIFICATION

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

Candie Seppala
Senior Executive Assistant



Request for Council Action

City Council Action

Approve the Floodplain Ordinance, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Description of Agenda Item

Approve the Floodplain Ordinance, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Approve the Floodplain Ordinance, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the Floodplain Ordinance, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.60 ENTITLED 'FLOOD PLAIN MANAGEMENT'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Attachments

1. Ord-448-Sec-11-41-Closed-Landfill

ORDINANCE NO. 448, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)" BY AMENDING SECTION 11.41 ENTITLED "CLOSED LANDFILL RESTRICTED DISTRICT"; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code, Section 11.41, Subd. 4, is hereby deleted in its entirety.

Section 2. There shall be added a new Subd. 4 to Section 11.41 of the Hibbing City Code reading as follows:

"**Subd. 4. Conditional Uses.** Conditional uses shall be limited to uses that do not damage the integrity of the Land Management Area and that continue to protect any person from hazards associated with the landfill. Any application for a conditional use permit must be approved by the City of Hibbing and by the Commissioner of the MPCA. Such approved use shall not disturb, or threaten to disturb, the integrity of the landfill cover, liners, any other components of any containment system, the function of any monitoring system that exists upon the described property, or the maintenance of any system thereof, or other areas of the Land Management Area that the Commissioner of the MPCA deems necessary for future response actions.

Further, the conditional uses including any incidental accessory structures or buildings thereto as defined in this Section shall strictly conform to the ordinance procedures and standards applicable to conditional use permits as regulated in this Chapter and are as follows:

A. Public or private parks and open space uses provided same are located outside the Methane Area of Concern as identified in the Closed Landfill Use Plan. Parks and open space uses shall not include camping, overnight lodging, motorized recreational vehicles, motorcycles, dirt bikes, snowmobiles, all-terrain vehicles, racing track uses of any kind, firearm or archery ranges.

B. Wind energy conversion system (WECS) uses which strictly conform to the ordinance procedures and standards applicable for such uses as regulated in this Chapter and provided same are located outside the Methane Area of Concern as identified in the Closed Landfill Use Plan.

C. Solar energy farm uses provided same are either located outside the Methane Area of Concern as identified on the Closed Landfill Use

City of Hibbing
Ordinance No. 448, 2nd Series
February 19, 2025

Plan or do not include any enclosed structures within the Methane Area of Concern.

D. Methane gas extraction for commercial use."

Section 3. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 11.99 entitled "Violation a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after date following such publication.

Adopted by the City Council of Hibbing, Minnesota, this ____ day of March, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

Andy Borland, City Attorney

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

City of Hibbing
Ordinance No. 448, 2nd Series
February 19, 2025



Request for Council Action

City Council Action

Authorize the Mayor and City Clerk to sign the purchase agreement for the purchase of the Sullivan Candy Building located at 1623 6th Ave E (Parcel #140-0140-00330) authorize the sale for \$7,500

Description of Agenda Item

Authorize the Mayor and City Clerk to sign the purchase agreement for the purchase of the Sullivan Candy Building located at 1623 6th Ave E (Parcel #140-0140-00330) authorize the sale for \$7,500

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Authorize the Mayor and City Clerk to sign the purchase agreement for the purchase of the Sullivan Candy Building located at 1623 6th Ave E (Parcel #140-0140-00330) authorize the sale for \$7,500

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Authorize the Mayor and City Clerk to sign the purchase agreement for the purchase of the Sullivan Candy Building located at 1623 6th Ave E (Parcel #140-0140-00330) authorize the sale for \$7,500

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

Offer RESOLUTION NO. 25-03-05 ORDERING THE REMOVAL OF A HAZARDOUS BUILDING LOCATED UPON LOT 4, PLAT OF IRONGATE, HAVING A STREET ADDRESS OF 12034 HIGHWAY 169, HIBBING MN

Attachments

1. Resolution-Order-Removal-of-Building
2. Order-to-owners-Marcos-Gomez-Prop
3. letter-2025-02-25-City

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

RESOLUTION NO. 25-03-__

RESOLUTION ORDERING THE REMOVAL OF A HAZARDOUS BUILDING
LOCATED UPON LOT 4, PLAT OF IRONGATE, HAVING
A STREET ADDRESS OF 12034 HIGHWAY 169, HIBBING, MN

The City Council of the City of Hibbing does hereby find as follows:

1. That per Warranty Deed recorded December 1, 2021, as Document No. 01431268, Marcos Gomez Properties II, LLC is the record owner of Lot 4, Plat of Irongate.

2. That Lot 4, Plat of Irongate, has a street address of 12034 Highway 169 and is in the City of Hibbing.

3. Per Warranty Deed, Marcos Gomez Properties II, LLC has its principal office at 7500 180th Street East, Prior Lake, Minnesota 55372; per the St. Louis County Auditor's Office, tax statements are mailed to Marcos Gomez Properties II, LLC, at 7500 180th Street East, Prior Lake, Minnesota 55372.

4. That the Council by this Resolution has determined that the building located upon the above described property is a hazardous building and is in such condition so as to require the removal of the building itself. Specifically, the Council finds that because of inadequate maintenance, dilapidation, physical damage, pigeon infestation, and abandonment the building constitutes a fire hazard and a hazard to public safety or health.

5. That pursuant to Minnesota Statutes 463.16, the governing body of the City has the right to order the abatement of such dangerous condition.

6. The Clerk of the City of Hibbing is hereby authorized to notify the owner of the above described property by serving the Order as provided in Minnesota Statutes Section 463.17, Subd. 2, that the hazardous condition (the building) must be removed within 30 days from the date of receipt of the Order, and that further the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court within the County for a summary enforcement of the Order unless such action is taken or an answer filed within

Hibbing Resolution No. 25-03-__
March ___, 2025

20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to raise or remove the building and to charge the real estate with the costs of the removal pursuant to Minnesota Statutes 463.21.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this ____ day of March, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Clerk Candie Seppala

CERTIFICATION

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

Candie Seppala
Senior Executive Assistant

ORDER

(To be tried in the City of Hibbing, Minnesota)

IN RE: Lot 4, Plat of Irongate
12034 Highway 169, Hibbing, St. Louis County, Minnesota

TO: Marcos Gomez Properties II, LLC, 7500 180th Street East,
Prior Lake, Minnesota 55372

YOU ARE HEREBY NOTIFIED That the City Council of the City of Hibbing has determined that the building located upon the above described property is in a dangerous or hazardous condition requiring the removal of the hazardous building itself. Specifically, the dangerous condition found by the Council is as follows:

Deteriorated and abandoned condition, dilapidated and pigeon infested, which is a fire hazard and a hazard to the public safety or health.

Pursuant to Minnesota Statutes 463.16, the governing body of the City has the right to order the abatement of such dangerous condition.

YOU ARE HEREBY NOTIFIED That the dangerous conditions must be corrected within 30 days from the date of the receipt of this Order. Further, the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court of St. Louis County for a summary enforcement of this Order unless corrective action is taken or an answer filed within 20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to raise or remove the building and to charge the real estate with the costs of the repairs or removal pursuant to Minnesota Statutes 463.21.

Dated this ____ day of March, 2025.

Signed _____

Clerk Candie Seppala
CITY OF HIBBING

SELLMAN BORLAND & SIMON PLLC

Attorneys at Law

Richard K. Sellman - Retired
Andy Borland
Jaclyn Corradi Simon

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

February 25, 2025

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

Via email ONLY.

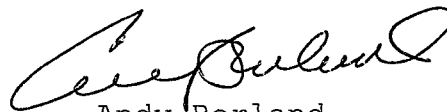
Re: City of Hibbing v. Marcos Gomez
Properties II, LLC
Lots 4, Plat of Irongate
(12034 Highway 169, Hibbing)

Dear Candie:

Enclosed herewith for inclusion on the next Council Agenda please find draft Resolution No. 25-03-___ ordering the removal of a hazardous building and a draft proposed Order in connection with the above matter.

If you have any questions, please contact my office.

Very truly yours,



Andy Borland
Attorney at Law

AB:kb
Enclosures

cc: Greg Pruszinske, City Administrator - via email only
(with enclosures)
cc: Sheena Mulner, City Treasurer - via email only
(with enclosures)
cc: Pat Green, Building Office - via email only
(with enclosures)
cc: Tina Glad, Building Office - via email only
(with enclosures)



Request for Council Action

City Council Action

Offer RESOLUTION NO. 25-02-06 INTENTION TO ORDER THE VACATION OF THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION AND SETTING A PUBLIC HEARING THEREON

Description of Agenda Item

Offer RESOLUTION NO. 25-02-06 INTENTION TO ORDER THE VACATION OF THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION AND SETTING A PUBLIC HEARING THEREON

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Offer RESOLUTION NO. 25-02-06 INTENTION TO ORDER THE VACATION OF THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION AND SETTING A PUBLIC HEARING THEREON

Attachments

1. Resolution-of-Intent

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

RESOLUTION No. 25-02-_____

RESOLUTION OF INTENTION TO ORDER THE VACATION OF
THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST
TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN
SUBDIVISION AND SETTING A PUBLIC HEARING THEREON

The City Council of the City of Hibbing does hereby resolve
as follows:

1. It is the intention of the City Council of the City of
Hibbing to vacate that portion of 32nd Street West from 7th Avenue
West to 8th Avenue West, respectively all in Fillman Subdivision,
and situated in the City of Hibbing, County of St. Louis, State of
Minnesota.

2. Wednesday, _____, 2025, at 5:00 o'clock P.M.
in the Council Chambers located in City Hall, 401 East 21st Street,
City of Hibbing, State of Minnesota, is set as the time and place
of hearing when and where any person having an interest in such
proceeding may appear and be heard either for or against such
vacation.

3. All proceedings for the vacation of such street shall be
conducted pursuant to Minn. Stat. 412.851.

4. The City Attorney is directed to see to the posting of
Notice of this intent to vacate pursuant to Minn. Stat. 645.12 at
least two weeks before the hearing. Such notice shall contain the
proposed resolution as well as the time, place and date of the
hearing.

5. The City Attorney is directed to see to the mailing of
Notice of this intent to vacate to each property owner affected by
the proposed vacation pursuant to Minn. Stat. 412.851 at least ten
(10) days before the hearing. Such notice shall contain the
proposed resolution as well as the time, place, and date of the
hearing.

6. The City Attorney is directed to see to the publication
of a copy of the Notice in the Mesabi Daily Tribune, Hibbing,

City of Hibbing
Resolution No. 25-02-_____
_____, 2024

Minnesota, once each week for two weeks prior to the date of the hearing.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAIN:

ABSENT:

Dated this _____ day of _____, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Candie Seppala, City Clerk

CERTIFICATION

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

(City Seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-02-_____
_____, 2024



Request for Council Action

City Council Action

Approve the 2025 Sanitary Sewer Lining Project Bid Opening Project to Insituform in the amount of \$1,363,210.16

Description of Agenda Item

Approve the 2025 Sanitary Sewer Lining Project Bid Opening Project to Insituform in the amount of \$1,363,210.16

Strategic Initiative

The City has been lining our sanitary sewers to reduce inflow/infiltration and to reduce the amount of sanitary sewer failures and to extend the life of our treatment plant. Including this project, the City has rehabilitated 140,939 of sanitary sewer main since 2013.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Bids were opened for the 2025 Sanitary Sewer Lining Project.

- Insituform - \$1,363,21.16
- Sak Construction - \$1,387,33.00
- Veit - \$1,417,689.50
- Engineer's Estimate - \$1,456,155.50

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

The 2025 City Budget for the 2025 lining project is \$1,684,000.00

Action Requested

Approve the 2025 Sanitary Sewer Lining Project Bid Opening Project to Insituform in the amount of \$1,363,210.16

Attachments

1. Bid Tabulation

BID TABULATION											
2025 SANITARY SEWER LINING PROJECT											
ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	ENGINEER'S ESTIMATE		INSTITUTE		VEIT		SAK CONSTRUCTION		TOTAL
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
MOBILIZATION	L.S.	1	\$ 50,000.00	\$ 50,000.00	\$ 63,826.78	\$ 63,826.78	\$ 87,000.00	\$ 87,000.00	\$ 53,000.00	\$ 53,000.00	
LINING SANITARY SEWER PIPE, 8" (CIPP)	L.F.	19409	\$ 39.50	\$ 766,655.50	\$ 36.89	\$ 715,998.01	\$ 35.50	\$ 689,019.50	\$ 35.00	\$ 679,315.00	
LINING SANITARY SEWER PIPE, 10" (CIPP)	L.F.	800	\$ 50.00	\$ 40,000.00	\$ 32.10	\$ 25,680.00	\$ 52.00	\$ 41,600.00	\$ 49.50	\$ 39,600.00	
LINING SANITARY SEWER PIPE, 12" (CIPP)	L.F.	1990	\$ 60.00	\$ 119,400.00	\$ 40.66	\$ 80,913.40	\$ 53.00	\$ 105,470.00	\$ 60.50	\$ 120,395.00	
SANITARY SEWER SPOT REPAIR	L.F.	333	\$ 1,300.00	\$ 432,900.00	\$ 1,141.30	\$ 380,052.90	\$ 1,300.00	\$ 432,900.00	\$ 1,350.00	\$ 449,550.00	
CASTING ASSEMBLY, TYPE A7	EACH	4	\$ 1,250.00	\$ 5,000.00	\$ 2,500.00	\$ 10,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,280.00	\$ 5,120.00	
CONSTRUCT DRAINAGE STRUCTURE, DESIGN 4007	L.F.	36	\$ 950.00	\$ 34,200.00	\$ 1,956.52	\$ 70,434.72	\$ 1,000.00	\$ 36,000.00	\$ 975.00	\$ 35,100.00	
TRAFFIC CONTROL	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 16,304.35	\$ 16,304.35	\$ 20,500.00	\$ 20,500.00	\$ 5,250.00	\$ 5,250.00	
			TOTAL:	\$ 1,456,155.50	TOTAL:	\$ 1,363,210.16	TOTAL:	\$ 1,417,689.50	TOTAL:	\$ 1,387,330.00	



Request for Council Action

City Council Action

Approve the 2025 City Sidewalk Project to Bougalis Construction in the amount of \$79,956.00

Description of Agenda Item

Approve the 2025 City Sidewalk Project to Bougalis Construction in the amount of \$79,956.00

Strategic Initiative

Rehabilitation of City Sidewalks

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Quotes were opened for the 2025 City of Hibbing sidewalk project. We received one quote from Bougalis Construction in the amount of \$79,956.00. We received 5 residential petitions for the project. We will be replacing sidewalks along 24th Street and 9th Avenue East as part of the Safe Routes to School portion of the project.

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact

The engineer's estimate on this project was \$74,686.50 with a bid of \$79,956.00. The project breakdown is \$63,087.50 for the city portion and \$8,168.75 for the residential portion. The City has budgeted \$75,000 for the project.

Action Requested

Approve the 2025 City Sidewalk Project to Bougalis Construction in the amount of \$79,956.00

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

Mesabi Bituminous was the low bid on the project at \$1,282,691.05. The budget breakdown is as follows:

2025 MSA Maintenance Funds - \$454,102.00
2025 City Budgeted Amount - \$1,030,743.00
Total 2025 City Paving Budget - \$1,484,845.00

Action Requested

Award the 2025 City of Hibbing Paving Project to Mesabi Bituminous in the amount of \$1,282,691.05

Attachments

1. Hibbing Paving Project

<u>Michigan Street</u> 7th Ave. E. to 12th Ave. E.	<u>12th Avenue East</u> 11th St. to 13th St.
<u>11th Ave. E.</u> Wisconsin St. to Michigan St.	<u>13th Ave. East</u> 11th St. to 13th St.
<u>9th Ave. E.</u> Michigan St. to Minnesota St.	<u>14th Ave. East</u> 11th St. to 13th St.
<u>12th Ave. E</u> Michigan St. North to Alley	<u>15th Ave. East</u> 11th St. to 13th St.
<u>Merryview Lane</u> 16th Ave. East to Gray Drive	<u>2nd Avenue East</u> 21st St. to 19th Street
<u>Gray Drive</u> Hwy 169 to 16th Ave. E.	<u>OLD Hwy 169</u> Rainey Rd. to Hwy 169
<u>Diane Lane</u> Gray Drive going south	<u>Elynwood Road</u> Old Hwy 169 going south
<u>16th Street</u> 13th Ave. E. to to 16th Ave. E.	<u>Leetonia</u>
<u>4th Ave. East</u> 19th St. to Howard St.	<u>Harold Avenue</u> 1st St. to 5th St.
<u>16th Ave. East</u> 11th St. to 13th St.	<u>Dale Avenue</u> 3rd St. to 5th St.
<u>12th Street</u> 12th Ave. E. to 17th Ave. E	<u>1st Street</u> Morton Ave. to Harold Ave.
<u>11th Street</u> 12th Ave. E. to 16th Ave. E.	<u>2nd Street</u> Morton Ave. to Harold Ave.
	<u>3rd Street</u> Morton Ave. to Dale Ave.
	<u>4th Street</u> N. Alley to South of Dale Ave.



Request for Council Action

City Council Action

Approve the replacement of pump parts from Liberty Process Equipment, Inc. in the amount of \$7,874.00 plus shipping & handling

Description of Agenda Item

Approve the replacement of pump parts from Liberty Process Equipment, Inc. in the amount of \$7,874.00 plus shipping & handling

Strategic Initiative

Owner of Agenda Item

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,
davidhurd@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Replacement pump parts to replenish our supply

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$7,874.00 plus shipping & handling

Action Requested

Approve the replacement of pump parts from Liberty Process Equipment, Inc. in the amount of \$7,874.00 plus shipping & handling

Attachments

1. Liberty Process Equipment pump parts



Liberty Process Equipment, Inc.
2525 S. Clearbrook Drive
Arlington Heights, IL
60005-4623
Phone: (847) 640-7867
Fax: (847) 640-7855

Quote

Page 1 of 1

Quote Number: 0111874
Quote Date: 2/18/2025
Quote valid through 3/20/2025

Customer Number: CITHI

Salesperson: STEVEN M. CACHUR

Sold To:

CITY OF HIBBING
401 E. 21ST STREET
HIBBING, MN 55746

Confirm To:

CASSIE SCHLIESMAN

Ship To:

CITY OF HIBBING WWTP
11669 TOWNLINE RD.
HIBBING, MN 55746

Customer Reference	Ship VIA	F.O.B.	Terms	Approximate Delivery		
1E036G1L CSQ PARTS		ARLINGTON HTS	NET 30 DAYS	IN STOCK		
Item Description	Serial Number	Unit	Qty	Price	Amount	
14 PE0266L SSQ DRIVE SHAFT		EACH	2	1,998.00	3,996.00	
40 C81EG1L SSQ ROTOR		EACH	1	2,313.00	2,313.00	
30 C310GQL CDQ STATOR		EACH	1	641.00	641.00	
KPE951L CDQ GEAR JOINT KIT		EACH	1	441.00	441.00	
TO INCLUDE: (1) RING GEAR, (1) BALL GEAR, (2) KEYS, (1) PRIMARY THRUST PLATE, (1) SECONDARY THRUST PLATE, (1) LOCK NUT & (1) SEAL SUPPORT						
.						
KPE87QL CDQ GEAR JOINT SEAL KIT		EACH	2	45.00	90.00	
TO INCLUDE: (1) #13 GEAR JOINT SEAL, (1) #5 O-RING, (1) #41 O-RING						
.						
KPE291L BEARING KIT		EACH	1	381.00	381.00	
TO INCLUDE: (1) #1 RADIAL GREASE SEAL, (1) #19 THRUST GREASE SEAL, (2) #15 TAPERED BEARING SET						
.						
PRICES ARE NET						
PACKAGING FEE \$12.00 PER PKG						
						12.00
THANK YOU						
STEVE CACHUR						

Total: 7,874.00

Quoted prices in US dollars. Does not include shipping or packaging charges which will be added to our invoice at the time of shipment.

Effective March 1, 2012 our packing/handling charge will be \$12 per package.

Visit our website at <http://www.libertyprocess.com>

All sales are subject to our Terms and Conditions which can be found on our website at

http://www.libertyprocess.com/pump_warranty_information.html

Engineered Products For the Manufacturing & Processing Industries

David Hurd

From: Corey Nath <cnath@pfcequip.com>
Sent: Tuesday, February 18, 2025 1:14 PM
To: David Hurd
Subject: RE: Quote Request

David,

-Rotor and Stator	Stator Part# C310GQ 1,427.00 EA Net	Rotor Part# C81EG1 \$ 5,325.00 EA Net
-Gear Joint kit	Part# KPE952 \$ 987.00 EA Net	
-2 Gear Joint Seal Kits	Part# KPE88Q \$ 91.00 EA Net	
-Bearing Kit	Part# KPE291 \$ 562.00 EA Net	
-2 Drive shafts	Part# PE0266 \$ 2,951.00 EA Net	

Thank You,

Corey Nath

Total
\$14,385



www.pfcequip.com

9366 Deerwood La N

Maple Grove, MN 55369-3634

Main Phone # 763.425.7890 ext 137

Direct Phone # 763.391.5859

All credits and debits are subject to PFC review.

Quote valid for 30 days from date of quote.

All price quotes are good for 30 days.

Please take our survey: [PFC Customer Satisfaction Survey](#)

From: David Hurd <DavidHurd@hibbingmn.gov>
Sent: Tuesday, February 18, 2025 12:11 PM
To: Corey Nath <cnath@pfcequip.com>
Subject: Quote Request

Good morning Cory!



Request for Council Action

City Council Action

Approve the replacement purchase of sulfur dioxide garage door and hardware,, and garage door key switches from Dynamic Garage Door LLC in the amount of \$3,990.00

Description of Agenda Item

Approve the replacement purchase of sulfur dioxide garage door and hardware,, and garage door key switches from Dynamic Garage Door LLC in the amount of \$3,990.00

Strategic Initiative

Owner of Agenda Item

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,
davidhurd@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The door is bad due to corrosive environment. The key switches are old and need to be replaced.

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

The cost is \$3,990.00

Action Requested

Approve the replacement purchase of sulfur dioxide garage door and hardware,, and garage door key switches from Dynamic Garage Door LLC in the amount of \$3,990.00

Attachments

1. DOC030725

WWTP Garage Door Quote

From Dynamic Garage Door <admin@dynamicdoorstore.com>

Date Thu 3/6/2025 9:40 AM

To David Hurd <davidhurd@hibbingmn.gov>

 1 attachment (2 MB)

ThermaSeal.pdf;

Hello David,

I met with Cassie and below is the quote on the items she requested.

We propose to furnish and install the following:

(1ea) - Raynor TM175 Insulated Sectional Door (6'2" x 7'6")

Includes: White Exterior / White Interior

24" x 8" Insulated Window in Section #3

New Track, Hardware, Springs, Cables

Lock By Interior Slide Lock

Removal and Disposal of Existing Door

INSTALLED.....\$3,200.00 (Material, Freight, Labor)

5ea- Keyed Open/Close Key Switches (Keyed Alike)

INSTALLED.....\$790.00 (Material, Freight, Labor)

If you have any questions, please let me know.

Regards,

Jeff Cannata / Owner

Dynamic Garage Door LLC

2630 1st Avenue

Hibbing, MN 55746

(218)263-6100 (Hibbing)

(218)326-6100 (Grand Rapids)

(218)741-5822 (Virginia)

(218)623-6929 (Duluth)

(218)263-6200 (Fax)

(866)714-3667 (Toll Free)

Website: www.dynamicdoorstore.com

The Genuine. The Original.



OVERHEAD DOOR CO. OF HIBBING QUOTE

March 3, 2025

City of Hibbing – Waste Water Treatment Door

RE: Door Replacement

David Hurd

We are pleased to submit our price proposal for the above referenced project as detailed below:

FURNISH AND INSTALL: \$3,435.00

(1) 6'2" x 7' 591 Series Thermacore Ribbed (1-5/8") Comm. Sectional Door, Polyurethane Insulated with R-Value of 14.86, 10,000 Cycle Torsion Springs, 2" Track and Weather Strip.

As Per Another Request

FURNISH AND INSTALL: \$1,090.00

(5) Exterior Mount Tamper Proof Key Switches Keyed alike

Recheck Pricing if you decide to order due to changing markets.

Allow 4 weeks delivery.

Accepted By: _____ P.O. # If Needed: _____

Thank you for the opportunity to quote this project for you!

Sincerely,

John Bungarden

Overhead Door Company of Hibbing

1411 East Hwy 169 Hibbing, MN 55746

Phone: 800-649-3071 OR 218-262-3071 Fax: 218-262-5727

Email: john@ohdnorthernmn.com



Request for Council Action

City Council Action

Approve the quote for the 2025 aluminum sulfate from Hawkins Chemical in the amount of \$650 per dry ton

Description of Agenda Item

Approve the quote for the 2025 aluminum sulfate from Hawkins Chemical in the amount of \$650 per dry ton

Strategic Initiative

Owner of Agenda Item

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,
davidhurd@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Hawkins chemical has a slightly higher cost, but has about a 2% higher chemical concentration, which reduces the amount of water that is shipped.

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

\$650 per dry ton (will increase if tariffs increase)

Action Requested

Approve the quote for the 2025 aluminum sulfate from Hawkins Chemical in the amount of \$650 per dry ton

Attachments

1. Hawkins Chemical Aluminum Sulfate Quote

February 24, 2025



City of Hibbing

Waste Water Treatment Plant

11669 Townline Rd

Hibbing, MN 55746

WATER TREATMENT GROUP

Hawkins, Inc.

2026 Winter Street

Superior, WI 54880

Phone: (715) 392-5121

Fax: (715) 392-5122

This is to confirm chemical pricing for wastewater treatment from the dates of

Jan 1st 2025-Dec 31st 2025

Aluminum Sulfate- \$650 per dry ton (price is dependent on future tariffs, as of now price will remain the same unless tariffs affect pricing Hawkins will adjust accordingly. Pricing from tariffs are expected to be temporary if it happens)

Please feel free to reach out with any questions.

Thank you,

Erick Martin

Erick.martin@hawkinsinc.com

(218)626-7238

Hawkins Water Treatment

February 27, 2025

Mr. David Hurd
Hibbing Wastewater Superintendent
11669 Town Line Rd
Hibbing, MN 55746

SUBJECT: ALUM PRICING PER GALLON

David,

You had asked me to break down the cost per gallon of alum based on the \$648/dry ton quote. The cost per gallon would be \$1.737 per gallon or \$0.1578 per liquid lb. This pricing is firm for 6 months. Based on the current proposed tariff of 25% on aluminum coming into the country could result on price increases later on this year.

The alum product we are supplying is made with aluminum trihydrate which provides a very consistent and clean product. Normal delivery time is 5 to 7 days.

We look forward to the opportunity of working with you and your staff.

Regards,

George Reck
President
716 N Helen Ave.
Sioux Falls, SD 57104
gallenreck@aol.com
218-790-0092



Request for Council Action

City Council Action

Approve the quote of a backwash pump rebuild from Electric Pump in the amount of \$38,931

Description of Agenda Item

Approve the quote of a backwash pump rebuild from Electric Pump in the amount of \$38,931

Strategic Initiative

Owner of Agenda Item

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,
davidhurd@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The seal failed because water was in the pump and it wrecked the inside of the pump.

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

\$38,931.00

Action Requested

Approve the quote of a backwash pump rebuild from Electric Pump in the amount of \$38,931

Attachments

1. Electric Pump backwash rebuild



QUOTATION		
DATE	NUMBER	PAGE
3/3/2025	0013149	1 of 1

B COH111
I CITY OF HIBBING PUBLIC WORKS
L WASTEWATER COLLECTIONS
L 401 21ST ST E
T HIBBING, MN 55746-5510
O

S CITY OF HIBBING PUBLIC WORKS
H WASTEWATER COLLECTIONS
I 401 21ST ST E
P HIBBING, MN 55746-5510
US
T
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
JIM WATKINS
218-969-0871
JWATKINS@CI.HIBBING.MN.US

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#			JOB TITLE	SLP	SHIPPING TYPE	
030325MML1345			BACKWASH PUMP, FLYGT 3315 SUBMERSIBLE REPAIR	ATT/MLL	EP DELIVER	
QTY	UM	PART	DESCRIPTION	UNIT PRICE	EXTENDED	

RE: REPAIRS ON THE FLYGT 3315.090-0006 S/N:1320001

TECH NOTES:SEAL FAIL, WATER IN OIL, STATE FAILED
FOR SURGE TEST, SANDBLASTING NEEDED

2.00	EA	841933	FLYGT,GROMMET <i>water seals</i>	\$89.00	\$178.00
1.00	EA	6084400	NBR,39ID,70OD,33L		
1.00	EA	6085301	BOW,WIRE SS	\$9.00	\$9.00
1.00	EA	6085301	HOLDER,BEARING ALUM	\$1,221.00	\$1,221.00
1.00	EA	6085511	ADAPTOR,CI	\$6,979.00	\$6,979.00
1.00	EA	6192101	STATOR,35-45-8A NO THERMALS+ <i>new</i>	\$11,089.00	\$11,089.00
1.00	EA	6630400	460-480VD FLYGT,SENSOR LEVEL	\$470.00	\$470.00
1.00	EA	7160202	FLS-10		
1.00	EA	7160202	JACKET,COOLING STEEL	\$3,676.00	\$3,676.00
1.00	EA	7880900	FLYGT,KIT REPAIR <i>bearing, mechanical seal & o ring</i>	\$11,643.00	\$11,643.00
20.00	HR	ML	BASIC 3315		
1.00	EA	ENV	MECHANICAL LABOR	\$160.00	\$3,200.00
1.00	EA	MISC	ENVIRONMENTAL FEE	\$80.00	\$80.00
1.00	EA	MISC	MISCELLANEOUS SHOP SUPPLIES	\$386.00	\$386.00

LEAD TIME IS CURRENTLY (23-25)WEEKS ARO-SUBJECT
TO FACTORY CHANGE

FREIGHT AND INSTALLATION ARE NOT INCLUDED IN THIS
QUOTE

THANK YOU, MONICA LINDQUIST
mlindquist@electricpump.com

CC: ADAM THORESON / C:(612)803-2154

QTY	UM	PART	DESCRIPTION	UNIT PRICE	EXTENDED
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***Quote is valid for 30 days.**

*Credit Card Payments over \$5,000.00 are subject to an additional 3% convenience charge.

*All return goods must have written approval from Electric Pump before returning. Credit will not be issued without written approval; if applicable, there will be a Restock Fee.

SUB TOTAL: \$38,931.00

TAX:

TOTAL: \$38,931.00

4280 E 14th Street Des Moines, IA 50313-2604
201 4th Ave SW New Prague, MN 56071-2347

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Telephone 515-265-2222
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