



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, April 2, 2025
5:00 PM

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

City Administrator Greg Pruszinske
City Clerk-Dep Admin Candie Seppala
Finance Dir - Treasurer Sheena Mulner
City Attorney Andy Borland
Chief of Police Steve Estey
City Engineer Jesse Story

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE

III. ADDS AND DELETES:

1. ADDs: CONSENT AGENDA ITEM #2b
BIDS & QUOTES #2a
2. DELETES: DEPARTMENT & COMMITTEE REPORTS #7f

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of March 19, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated March 27, 2025, checks numbers 179636-179739 and drafts in the amount of \$1,059,519
2. Approve the Accounts Payable dated March 28, 2025, checks numbers 179740-179742 in the amount of \$14,552.17
3. Approve City Payroll ending March 21, 2025, in the amount of \$616,657.87
4. Offer RESOLUTION NO. 25-04-01 AUTHORIZING CITY OF HIBBING TO MAKE APPLICATION TO AND ACCEPT GRANT FUNDS FROM IRRR REVENUE BONDS
5. Declare the Equipment Trailer as Surplus
6. Accept the proposal from Adolfsen and Peterson Construction as the Construction Manager at Risk for the City Hall Window and Masonry Restoration project.

7. Proclaim April as 2025 Sexual Assault Awareness Month and authorize the mayor to sign the proclamation
8. Authorize the mayor to sign and send a letter to the St. Louis County Board of Commissioners in support of the county's plans for a new Public Works Facility
9. Authorize the city council to attend the Hibbing Chamber of Commerce's Hibbing Range Expo 2025 on Saturday, May 3, 2025, at the Memorial Building
10. Authorize the city council to attend the League of Minnesota Cities' annual conference "City Fest" June 25-27 in Duluth
11. Authorize the city council to attend the Ranger Party hosted by the Iron Range Delegation on April 7, 2025, at Mancini's in St. Paul
12. Approve the Special Events Permit request of the Hibbing College Foundation to host the 2nd Annual Positively Pickled Pickleball Tourney on Aug. 2, 2025, at the Hibbing Pickleball Outdoor Courts in Bennett Park.
13. Approve the Raffle Permit Application Request of the Bluejackets Track & Field Booster Club to hold a raffle on May 15, 2025, at Cheever Field
Raffle Permit #25-04-01
14. Approve the Raffle Permit Application Request of the Hibbing/Chisholm Breakfast Rotary to hold a raffle on May 1, 2025, at the Hibbing National Guard Armory
Raffle Permit #25-04-02
15. Approve the Raffle Permit Application Request of Blessed Sacrament Church to hold a raffle on May 16, 2025, at Blessed Sacrament Church's St. Leo's Hall
Raffle Permit #25-04-03
16. Approve the Raffle Permit Application Request of the Hibbing Historical Society to hold a raffle on May 2, 2025, at The Androy by Boomtown
Raffle Permit #25-04-04
17. Approve the Raffle Permit Application Request of the Hibbing Area Chamber of Commerce to hold their raffle at Mr. Nick's Bar on Thursday, July 10, 2025
Raffle Permit # 25-04-05
18. Approve the Peddler or Transient Merchant License Request of David Capanoli doing business as Cappy's Kettle Corn
License #001388
19. Approve the 2025 Massage Therapy License of Sabrina Felten of A Heavenly Touch Massage at 1101 E. 37th St., Suite 1
Massage Permit #001386
20. Approve the Massage Therapy License Request of Ann Timmerman of Red Oak Massage at 1101 E. 37th St.
Massage Permit #001387

21. Approve the Special Event Permit Application of the Hibbing Area Chamber of Commerce to hold the Jubilee Sidewalk Sale and Car Show on Friday, July 11, 2025 from the 100 - 500 Block of Howard Street
22. Approve the Special Event Permit Application of the Hibbing Area Chamber of Commerce to hold the Jubilee Festival on Fifth & Kids Carnival on Saturday, July 12, 2025 between the Hibbing Public Library and Hibbing City Hall
23. Approve the Special Event Permit Application of the Hibbing Area Chamber of Commerce to hold the Jubilee Parade on Saturday, July 12, 2025 on First Avenue and Howard Street
24. Approve the Special Event Permit Application of the Hibbing Chamber of Commerce to hold the Range Expo at the Hibbing Memorial Building on Saturday, May 3, 2025
25. Approve the Special Event Permit Application of the Washington ELC PTO to host Washington In Your Neighborhood on Tuesday, April 29, 2025 at the Brooklyn Park
26. Approve the Special Event Permit Application of the Hibbing Police Department to hold the Range Youth Police Academy from July 7, 2025 through August 18, 2025
27. Authorize the Hibbing City Council to attend the April 30, 2025 City Council Workshop Meeting of April 30, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
28. Approve the 2025 Tobacco License of CAPL Retail LLC Doing Business as Express Lane, 3017 1st Avenue
Tobacco License #001389
29. Authorize Mayor Hyduke to sign the letter of support regarding Senate File 2045 - Equal Access to Broadband Act
30. Set the next regular Hibbing City Council meeting for Wednesday, April 16, 2025, at 5:00 p.m.
31. Set the next Hibbing City Council Workshop for Wednesday, April 16, following the regular meeting at 5:00 p.m.

VII. PUBLIC FORUM:

VIII. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. Approve the Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance with Miriam Kero Consulting in the amount of \$3,862.50.

2. City Engineering Jesse Story

- a. Authorize the mayor, clerk and administrator to sign a Cooperative Agreement

with Hibbing Public Utilities for the 23rd Street Project

- b. Approve the proposal for the Asbestos Project Design, On-site Air Monitoring and Project Management from IEA for the abatement of hazardous materials for the Public Safety Building Project with a design fee of \$1,900 and abatement services \$8,000-\$11,000

3. Finance Director-Treasurer Sheena Mulner

- a. Offer Resolution No 25-04-02 approving the estimated operating budget and pledging funds for the ongoing operation of the new Public Safety Building

4. Steve Estey

- a. Offer Resolution No. 25-04-03 accepting a \$10,000 grant from the Amsoil Northland K9 Foundation toward the purchase of K9 Gunner
- b. Offer Resolution No. 25-04-04 accepting \$2,000 in grant funds from the Hibbing Foundation and its Family of Funds, including the Hibbing Foundation General Fund, the Linda Forti Hibbing Foundation Fund and the John & Katherine Boentje Hibbing Foundation Fund, to enhance officer safety and community protection with tactical gear
- c. Offer Resolution No. 25-04-05 accepting \$400 from the Hibbing Foundation and its Family of Funds, specifically the John & Katherine Boentje Family Fund, in support of National Night Out 2025 to be held in Bennett Park on Aug. 5, 2025

5. Library Director Jill Reini

- a. Authorize the mayor to sign a Location Agreement with Jess Film Project Inc. for use of the library in connection with the motion picture "Lovset's Manoeuvre" for \$200 on April 5, 6 and 23
- b. Offer Resolution No. 25-04-06 accepting \$5,000 in grant funds from the Hibbing Foundation and its Family of Funds, including the Bruno & Sylvia Perell Family Fund and the Hibbing High School Foundation, in support of the 2025 Summer Reading Program "Level Up at your Library"
- c. Offer resolution # 25-04-07 accepting \$2500 grant funds from Lake Country Power in support of the 2025 Summer Reading Program "Level Up at Your Library"
- d. Requesting Council resolution #25-04-08 accepting \$2500 in grant funds from United Way of Northeastern MN in support of the 2025 Summer Reading Program "Level Up at Your Library"
- e. Offer RESOLUTION NO. 25-04-09 to accept the grant funds from the Saint Paul & Minnesota Foundation in memory of June B. Hendrickson in the amount of \$8,159.89 for the purchase of reading materials.

6. City Attorney Andy Borland

- a. Offer RESOLUTION NO. 25-04-10 AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE HIBBING HOUSING AND REDEVELOPMENT AUTHORITY AND FURTHER TO AUTHORIZE THE REPURCHASE OF THE SAME REAL PROPERTY AT THE SAME PRICE
- b. Offer RESOLUTION NO. 25-04-11 AUTHORIZING THE TRANSFER OF LOTS IN BROOKLYN TO NORTH ST LOUIS COUNTY HABITAT FOR HUMANITY FOR HOUSING IN THE CITY OF HIBBING
- c. RESOLUTION NO. 25-04-12 AUTHORIZING THE TRANSFER OF LOTS IN FOREST GROVE TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY FOR HOUSING IN THE CITY OF HIBBING
- d. RESOLUTION NO. 25-04-13 AUTHORIZING THE TRANSFER OF A LOT IN SARGENT ADDITION TO HIBBING TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY FOR HOUSING IN THE CITY OF HIBBING
- e. Offer RESOLUTION NO. 25-04-14 ACCEPTING AND APPROVING GUARANTEED MAXIMUM PRICE BID AMENDMENTS AS PRESENTED BY AP MIDWEST, LLC
- f. ~~Taxi Ordinance Placeholder~~

7. City Administrator Greg Pruszinske

- a. City Administrator's Report

IX. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Approve the 2025 agreement from the USDA APHIS for beaver management in the amount of \$9,000
- b. Award the 2025 State Aid Project to KGM in the amount of \$2,746,571.70

2. Nick Arola City Services Director

- a. Award the construction of a new catch fence at the Hibbing Speedway to Iron Oakes Fencing.

X. BOARDS AND COMMISSIONS:

- 1. Accept the resignation of John Petrangelo from the Planning Commission and Board of Adjustments & Appeals effective April 30, 2025
- 2. **Planning Commission and Board of Adjustments & Appeals**
 - One vacancy completing a three-year term ending 12/31/27 for a Hibbing

- resident
- One vacancy completing a three-year term ending 12/31/27 for a Hibbing resident
- One vacancy completing a three-year term ending 12/31/26 for a Hibbing resident
- One vacancy completing a three-year term ending 12/31/26 for a Hibbing resident

Applicants:

- William "Bill" Cvar Sr.
- Joseph Jump
- Demetre Karahalios
- Corey Lubovich
- Darlene Majkich
- Gordon Smith

XI. CLOSED SESSION:

1. CLOSED SESSIONS: FOR THE PURPOSE OF REAL PROPERTY PARCELS PURSUANT TO MN ST SECTION 13D.05SUB.3(c3)
 1. **Closed session 1 - Parcel ID: 140-0106-00110, 3215 14th Ave. East, Hibbing, MN 55746**
 2. **~~Closed session 2 – Parcel ID: 140-0070-01450, 402 East Howard Street, Hibbing, MN 55746~~**
 3. **Closed session 3 – Parcel ID: 140-0270-01270 and 140-0138-00012, 1637 and 1639 E 40th Street, Hibbing, MN 55746**

XII. ADJOURNMENT:

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

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

PLEDGE OF ALLEGIANCE:

ADDs/DELETES:

- **ADD: CONSENT AGENDA #11 & #14**

APPROVAL OF THE AGENDA:

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

Motion CARRIED

APPROVAL OF MINUTES:

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to approve the minutes of the Joint Meeting of the Hibbing City Council and the Hibbing Public Utilities Commission of March 11, 2025.

Motion CARRIED

Councilor Whitney, supported by Councilor Schweiberger, moved to approve the minutes of the Hibbing City Council Workshop Meeting of March 12, 2025.

Motion CARRIED

Councilor Fosso, supported by Councilor Bayliss, moved to approve the minutes of the Hibbing City Council Workshop Meeting of March 12, 2025.

Motion CARRIED

CONSENT AGENDA:

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the Consent Agenda #s 1-14.

Motion CARRIED

1. Approve Accounts Payable of March 13, 2025, drafts and checks #179545-179635 in the amount of \$1,932,262.24
2. Approve City Payroll ending March 7, 2025 in the amount of \$641,096.85
3. Declare Garbage Truck as Surplus
4. Approve the Recreation Instructor Job description
5. Approve the 2024 Interfund Transfers and Loans
6. Approve the 2024 Budget Adjustments
7. Approve the Property/Casualty insurance renewal for the policy period 3/1/25-3/1/26
8. Declare 2016 Chevrolet 3500 Ambulance VIN 1GB6GUCL9G1258769 (M4)
9. Authorize the Mayor and City Clerk to sign the lease agreement between the City of Hibbing and the film crew of "Lovset's Manoeuvre" at the former Hibbing Electronics property between March 24 and April 30 in the amount of \$1,000
10. Approve the 2025 Massage Therapy License of Amanda Hammond of Balance Massage and Esthetics Studio, 1101 E. 37th St., Suite 11
11. Approve the Temporary On-Sale Liquor License of the United Way/Park State Bank/Adolfson & Peterson Construction to have Boomtown Catering Group, Inc. dispense alcohol at the Memorial Building on Thursday, March 20, 2025
12. Set the next Regular City Council Meeting for Wednesday, April 2, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
13. Set the next City Council Working Session for Wednesday, April 2, 2025 following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber
14. Authorize the Hibbing City Council to attend Highland Hills Public Meeting in the Veteran's Room in the Memorial Building on March 24, 2025 at 6:00 p.m.

PUBLIC FORUM:

DEPARTMENT AND COMMITTEE REPORTS:**Approve a Zoning Amendment Request of Iron Range Plumbing & Heating to re-zone the parcel from R-2 to C-2a**

Councilor Bayliss, supported by Councilor Fosso, moved to approve a Zoning Amendment Request of Iron Range Plumbing & Heating to re-zone the parcel from R-2 to C-2a.

Motion CARRIED

Approve a Zoning Amendment Request of the City of Hibbing to re-zone the parcel from R-2 to R-3

Councilor Schweiberger, supported by Councilor Whitney, moved to approve a Zoning Amendment Request of the City of Hibbing to re-zone the parcel from R-2 to R-3.

Motion CARRIED

Approve a Zoning Amendment Request of the City of Hibbing to re-zone the parcel from I-1 to R-3

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to approve a Zoning Amendment Request of the City of Hibbing to re-zone the parcel from I-1 to R-3.

Motion CARRIED

Offer RESOLUTION NO. 25-03-07 ACCEPTING A GRANT FROM AKC REUNITE TOWARD THE PURCHASE OF K9 GUNNER IN THE AMOUNT OF \$7,500

Councilor Whitney, supported by Councilor Fosso, moved to offer RESOLUTION NO. 25-03-07 ACCEPTING A GRANT FROM AKC REUNITE TOWARD THE PURCHASE OF K9 GUNNER IN THE AMOUNT OF \$7,500.

Motion CARRIED

Offer RESOLUTION NO. 25-03-08 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING CONVEYING AND THEN PURCHASING BACK REAL PROPERTY FROM THE HRA IN THE CITY OF HIBBING, HIBBING, MN

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to offer RESOLUTION NO. 25-03-08 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING CONVEYING AND THEN PURCHASING BACK REAL PROPERTY FROM THE HRA IN THE CITY OF HIBBING, HIBBING, MN.

Motion CARRIED

Offer RESOLUTION NO. 25-03-09 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN THE PLAT OF PARK ADDITION TO HIBBING, MN

Councilor Bayliss, supported by Councilor Hildenbrand, moved to offer RESOLUTION NO. 25-03-09 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN THE PLAT OF PARK ADDITION TO HIBBING, MN.

Motion CARRIED

Approve City Attorney sending letter to Hibbing Village MHP LLC, property owner of 2240 East 25th Street, Hibbing, MN 55746

Councilor Bayliss, supported by Councilor Schweiberger, moved to approve City Attorney sending letter to Hibbing Village MHP LLC, property owner of 2240 East 25th Street Hibbing, MN 55746.

Discussion: Tom Potocnik a resident of the Forest Heights/Hibbing Village MHP was present and wished to speak regarding this matter. There was some discussion between the Council, Staff and Mr. Potocnik regarding this topic.

Motion CARRIED

City Administrator's Report

City Administrator Greg Pruszinske stated that tonight's City Council Workshop Meeting has been canceled and they hope to give a live update on the Public Safety Building and the Public Works Facility at the next City Council Meeting on April 2nd.

City Administrator Pruszinske and Chief of Police Steve Estey both spoke about the City Wide Clean Up Day, the dates this year will be June 6th & 7th, 2025.

BIDS AND QUOTES:

Approve attached quotes for the Sanitation Container Truck in the amount of \$127,787.00 plus tax/title/license on chassis

Councilor Bayliss, supported by Councilor Fosso, moved to approve attached quotes for the Sanitation Container Truck in the amount of \$127,787.00 plus tax/title/license on chassis.

Discussion: Mayor Hyde asked what the timing is on getting this; City Engineer Jesse Story stated about 8 weeks for the chassis to get to where they will assemble it on the body.

Motion CARRIED

BOARDS & COMMISSIONS:

- **Hibbing Public Utilities:**
 - **One vacancy completing a three-year term ending 3/31/2027 for a Hibbing resident**
 - **One vacancy completing a three-year term ending 3/31/2027 for a Hibbing resident**
 - **One vacancy for a three-year term ending 3/31/2028 for a Hibbing resident**
- **Applicants:**
 - **Jesse Babich**
 - **Larry Folstad**
 - **Jeff Hart**
 - **Chris Koehler**
 - **Julie Sandstede**

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, nominated Julie Sandstede for the term ending March 31, 2028. Mayor Hyduke asked three times if there were any other nominations for the term ending March 31, 2028. Julie Sandstede was appointed to the term ending March 31, 2028.

Motion CARRIED

Councilor Schweiberger, supported by Councilor Hoffman Saccoman, nominated Jesse Babich for the term ending March 31, 2027. Mayor Hyduke asked three times if there were any other nominations for the term ending March 31, 2027. Jesse Babich was appointed to the term ending March 31, 2027.

Motion CARRIED

Councilor Fosso, supported by Councilor Bayliss, nominated Jeff Hart for the term ending March 31, 2027.

Mayor Hyduke, supported by Councilor Hoffman Saccoman, nominated Larry Folstad for the term ending March 31, 2027.

Mayor Hyduke asked three times if there were any other nominations for the term ending March 31, 2027.

A Roll Call Vote was taken for Jeff Hart's nomination:

Councilor Bayliss votes: yes

Councilor Fosso votes: yes

Councilor Schweiberger votes: no

Mayor Hyduke votes: no
Councilor Hoffman Saccoman votes: no
Councilor Whitney votes: yes
Councilor Hildenbrand votes: yes

Jeff Hart was appointed to the term ending March 31, 2027.

Motion CARRIED

Discussion: Councilor Whitney and Mayor Hyduke wanted to thank all of the Applicants for their interest. Councilor Bayliss asked when the next appointments to the HPUC would be; City Clerk-Deputy Administrator Candie Seppala stated it would be in 2026.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:32 p.m. by Councilor Bayliss and supported by Councilor Schweiberger.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk-Deputy Administrator

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'BCBS OF MN'; I-BCBS OF MN 3/25	;'REFUND'	R	3/27/2025		445.59CR	179636	445.59
1	'MN BCBS'; I-MN BCBS 3/17/25	;'REFUND'	R	3/27/2025		119.87CR	179637	119.87
1	'TERESA KROLLMAN'; I-TERESA KROLLMAN	;'REFUND'	R	3/27/2025		119.87CR	179638	119.87
000658	AIRGAS USA, LLC I-5512250130	ARGON/ACETYLENE/OXYGEN	R	3/27/2025		134.21CR	179639	134.21
005251	ALADTEC I-INV00401004	ANN SUBSCR 3/25/25-3/24/26	R	3/27/2025		3,499.28CR	179640	3,499.28
005533	AMERICAN EAGLE SECURITY SYSTEMS, INC. I-25793 I-25794	SENSOR TESTING/CEMETERY SERVICE CALL/CAMERAS/C HALL	R R	3/27/2025 3/27/2025		926.90CR 125.00CR	179641 179641	1,051.90
000202	ARROWHEAD LIBRARY SYSTEM I-00015266	FEB 2025 OVERDUE NOTICES	R	3/27/2025		20.85CR	179642	20.85
005077	AVI SYSTEMS, INC I-89038846	CABLECAST SERVER/SOFTWARE	R	3/27/2025		13,038.89CR	179643	13,038.89
001744	BARR ENGINEERING 2 I-23692840.00-11 I-23692863.00-5	AMGS NEW BLDG ELECTRICAL AMGS CONSTR SUPPT SVCS	R R	3/27/2025 3/27/2025		10,378.50CR 1,956.00CR	179644 179644	12,334.50
005575	BGM, LLC (MIKE'S PUB) I-03/24/25	HEDA LOAN DRAW #8	R	3/27/2025		1,748.00CR	179645	1,748.00
000282	BISMARCK MAP CO. (FORMERLY COMMUNITY GIS) I-3174 I-3179	DEC 2024 HOST MAPPING APPL JAN 2025 HOST MAPPING APPL	R R	3/27/2025 3/27/2025		600.00CR 600.00CR	179646 179646	1,200.00
002495	BOUND TREE MEDICAL I-85689580	CURAPLEX EXTENSION SET	R	3/27/2025		274.00CR	179647	274.00
000136	BRAUN INTERTEC CORP I-B421556	PROF SVCS 3/7/25 AMGS BLDG	R	3/27/2025		555.00CR	179648	555.00

3/27/25
 Total balance 1797739
 CR # 179636-179739

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000319	BW DISTRIBUTING I-47424	STREAKPROOF/2 CS	R	3/27/2025		119.98CR	179649	119.98
000046	CARQUEST AUTO PARTS							
	I-5077-208168	SPARK PLUGS	R	3/27/2025		17.96CR	179650	
	I-5077-208172	HYD FITTING	R	3/27/2025		6.27CR	179650	
	I-5077-208198	AIR FILTER/LUBE/FUEL	R	3/27/2025		163.12CR	179650	
	I-5077-208225	80 AMP CIRCUIT BREAKER	R	3/27/2025		101.97CR	179650	
	I-5077-208276	6G-6FJK/HYD FITTING/HOSE	R	3/27/2025		31.29CR	179650	
	I-5077-208298	HEADLAMP HALOGEN	R	3/27/2025		75.96CR	179650	
	I-5077-208359	CODE SCANNER	R	3/27/2025		189.99CR	179650	
	I-5077-208382	IGNITION COIL/SPARK PLUG	R	3/27/2025		67.72CR	179650	
	I-5077-208404	OIL & TRANSMISSION FILTERS	R	3/27/2025		32.24CR	179650	
	I-5077-208405	MAG 1 DEXTRON VI-IV	R	3/27/2025		160.02CR	179650	846.54
003604	CENTURY LINK							
	I-6315 MAR 25	ACT 218-263-6315 MAR 25	R	3/27/2025		154.58CR	179651	154.58
000025	COMMERCIAL REFRIG SYSTEMS							
	I-47664	SHUT DOWN PLANT/COMPRESSORS	R	3/27/2025		737.50CR	179652	737.50
002755	COMO OIL & PROPANE							
	I-1516591416	60.30 PROPANE	R	3/27/2025		148.43CR	179653	
	I-1516765653	392.10 PROPANE	R	3/27/2025		894.65CR	179653	
	I-1516932106	330.30 PROPANE	R	3/27/2025		755.66CR	179653	1,798.74
003494	COMPASS MINERALS							
	I-1476430	BULK HIGHWAY COARSE	R	3/27/2025		8,999.01CR	179654	8,999.01
005076	COMPU DYNE, INC. (LEASE)							
	I-38788401	APR 25 ZBOOK MOBILE/FD	R	3/27/2025		249.95CR	179655	
	I-38802612	APR 25 TBOOKS/AMB	R	3/27/2025		725.59CR	179655	
	I-38822962	APR 25 PROD400 G7 LEASE/LIBR	R	3/27/2025		1,108.80CR	179655	2,084.34
000045	COMPU DYNE LLC DBA INTEGRAIS LLC							
	I-596369	MAR 25 FIREWALL/FD	R	3/27/2025		131.25CR	179656	131.25
003937	CULLIGAN OF NORTHEAST MN-VIRGINIA							
	I-425X02126007	BOTTLED WATER DELIVERED	R	3/27/2025		58.60CR	179657	58.60
000565	EARL F ANDERSEN, INC							
	I-0138860-IN	18X24 B/W AEGP CLOSED/AXLE WT	R	3/27/2025		1,188.00CR	179658	1,188.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005594	EMERGENCY TECHNICAL DECON I-1668	TURNOUT PANT/COAT/CLN&REPAIR	R	3/27/2025		287.00CR	179659	287.00
005532	EMS MANAGEMENT & CONSULTANTS, INC I-EMS-013953	FEB 25 EMS FEE	R	3/27/2025		8,257.92CR	179660	8,257.92
005323	ENFORCEMENT LIGHTING, LLC I-03/10/25	LABOR FOR PORTS/0487	R	3/27/2025		3,675.00CR	179661	3,675.00
000848	EXCEL BUSINESS SYSTEMS I-78689 I-78690 I-78691 I-78692 I-78693 I-78694	PD CLK/LEASE MAR 25 ADM/3RD FLR CLK/LEASE MAR25 BLDG & HSG CLK/LEASE MAR 25 MEM BLDG CLK/LEASE MAR 25 LIBR CLK/LEASE MAR 25 ED CLK/LEASE MAR 25	R R R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025		303.28CR 413.17CR 155.27CR 242.56CR 276.99CR 125.55CR	179662 179662 179662 179662 179662 179662	1,516.82
001626	FRED FAUST I-875613	HEX FLANGE	R	3/27/2025		109.00CR	179663	109.00
002922	FIRE SAFETY USA, INC I-198474	GAS DISP 2YR CO METER	R	3/27/2025		454.48CR	179664	454.48
003080	FLAHERTY & HOOD, PA I-22697	LABOR/EMPL/CONS SVCS FEB 25	R	3/27/2025		3,277.50CR	179665	3,277.50
000026	FORD OF HIBBING I-191085 I-530266	REPL DRIVER'S DOOR LATCH/H1 PUMP ASY-WATER/HOSE/SEAL	R R	3/27/2025 3/27/2025		1,333.37CR 333.22CR	179666 179666	1,666.59
001021	GRAINGER PARTS I-9413801979 I-9428771662	PIPE MARKERS DOOR SWEEP	R R	3/27/2025 3/27/2025		23.06CR 33.21CR	179667 179667	56.27
001427	HARTEL'S/DBJ FABRICATION I-7253	16 FRONT LOAD 4CU YD CONTAINER	R	3/27/2025		18,800.00CR	179668	18,800.00
000309	HAWKINS INC I-7001937 I-7002004 I-7006472	METER/EJECTOR/VACUUM REG ALUM SULF LIQUID INLET ADAPTER/VALVE SEAT/O-RIN	R R R	3/27/2025 3/27/2025 3/27/2025		18,350.00CR 7,715.58CR 502.40CR	179669 179669 179669	26,567.98

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005714	HCMP, INC DBA IMPACT I-D93216	DOG CRATES COLLAPSIBLE DOG CRATE/COLLAR	R	3/27/2025		735.00CR	179670	735.00
005717	HERC-U-LIFT, INC. I-W671393-1 I-W671394-1 I-W671395-1 I-W671396-1	ELEMENT/OIL FLTR/AIR/OIL/GREAS MAINT/CARBON MONOXIDE MAINT/CARBON MONOXIDE ELEMENT/OIL FLTR/AIR/OIL/GREAS	R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025		198.17CR 105.00CR 105.00CR 204.17CR	179671 179671 179671 179671	735.00 612.34
005156	HIBBING GIRLS FASTPITCH SOFTBALL I-2025 DONATION	2025 DONATION/HBG GIRLS FP SOF	R	3/27/2025		200.00CR	179672	200.00
003138	HIBBING GRAD PARTY, INC I-2025 DONATION	2025 ALL NIGHT GRAD PARTY DONA	R	3/27/2025		100.00CR	179673	100.00
000488	IMPERIALDADE (FRMLY DALCO) I-4353002 I-4353069 I-4353077	TOILET TISSUE NITRILE GLOVES WYPALL WIPES	R R R	3/27/2025 3/27/2025 3/27/2025		218.55CR 368.96CR 147.52CR	179674 179674 179674	735.03
005009	INGRAM LIBRARY SERVICES I-63138442 I-63138518 I-63138593 I-67796680	BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS/LABELS BOOKS/COVERS/JACKETS	R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025		169.15CR 2,214.05CR 49.28CR 755.23CR	179675 179675 179675 179675	3,187.71
005607	INSIGHT PUBLIC SECTOR, INC. I-1101246329	VEHICLE MOUNTING KIT/PD	R	3/27/2025		298.77CR	179676	298.77
005563	INSTITUTE FOR ENVIRONMENTAL ASSESSMENT I-00057152	ASBESTOS/LEAD/HM INSP/FEB 25	R	3/27/2025		8,255.89CR	179677	8,255.89
000286	IRON RANGE PLUMBING & HEATING I-5715 I-5736	SUPPLY INSTALL TEST ZONE VALVE FLOW METER INSTALLATION	R R	3/27/2025 3/27/2025		353.83CR 1,625.00CR	179678 179678	1,978.83
001473	IRON RANGE TIRE SERVICE I-35603 I-35638 I-35660 I-35673	11R22.5 G GDYR G622 RSD P255/60R18 EAGLE ENFORCER 16X6 6X5.5 WHI MOD WHL TPMS SENSOR	R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025		1,190.42CR 462.70CR 495.75CR 85.50CR	179679 179679 179679 179679	2,234.37

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/27/2025			179684	**VOID**
000893	LAKE COUNTRY POWER							
	I-0900 MAR 25	ACT 2330900 MAR 25	R	3/27/2025		12.00CR	179685	
	I-1000 MAR 25	ACT 2331000 MAR 25	R	3/27/2025		249.00CR	179685	
	I-1900 MAR 25	ACT 4081900 MAR 25	R	3/27/2025		62.00CR	179685	
	I-3600 MAR 25	ACT 8704803600 MAR 25	R	3/27/2025		12.00CR	179685	
	I-5101 MAR 25	ACT 141665101 MAR 25	R	3/27/2025		70.00CR	179685	
	I-5201 MAR 25	ACT 143315201 MAR 25	R	3/27/2025		50.14CR	179685	
	I-7900 MAR 25	ACT 2207900 MAR 25	R	3/27/2025		16,618.00CR	179685	17,073.14
001840	LAKE SUPERIOR COLLEGE							
	I-1281646	AUTO EX TRAINER/BUS EXTRICATE	R	3/27/2025		1,350.00CR	179686	1,350.00
000166	LAWSON PRODUCTS INC							
	I-93122291606	BUTT CONN/FLAT WASHER/TORQ	R	3/27/2025		709.77CR	179687	709.77
002687	LHB INC							
	I-230052.00-13	23/24 BRIDGE INSPECTIONS	R	3/27/2025		665.00CR	179688	
	I-230741.00-15	ZIM RD BRIDGE THRU 2/21/25	R	3/27/2025		364.50CR	179688	1,029.50
005445	LIFE-ASSIST, INC							
	I-1578113	SODIUM CHLORIDE	R	3/27/2025		392.00CR	179689	
	I-1578299	ALBUTEROL/SYRINGE/SUCTION CUP	R	3/27/2025		501.24CR	179689	
	I-1579815	DEFIB PADS/EAR SENSOR	R	3/27/2025		751.20CR	179689	
	I-1581529	AIR RELEASE/GAUZE/STAT PACKS	R	3/27/2025		1,749.34CR	179689	
	I-1581966	BANDAGES/CATHETERS/CANNULA	R	3/27/2025		1,255.80CR	179689	4,649.58
005503	LINCOLN ELEMENTARY PTO							
	I-001/ 3/18/25	INCLUSIVE PLAYGROUND	R	3/27/2025		25,000.00CR	179690	25,000.00
000095	LMCIT c/o BERKLEY RISK ADMINISTRATORS CO							
	I-40007280/2025	PROPERTY/CASU PRM3/1/25-3/1/26	R	3/27/2025		322,033.00CR	179691	322,033.00
000207	LVC COMPANIES (J.N. JOHNSON)							
	I-165248	HYDRO TEST/RECHARGE/STEM	R	3/27/2025		170.60CR	179692	170.60
003109	MARS SUPPLY							
	I-30578199	(AKA W.P. & R.S. MARS) BATTERIES	R	3/27/2025		219.60CR	179693	219.60
002867	MEDIACOM LLC							
	I-3244 MAR 25	ACT 8384923250093244 MAR 25	R	3/27/2025		337.44CR	179694	337.44

PACKET: 03862 Regular Payments 03/27/25

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

BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003521	MEDICAREBLUE RX I-APRIL 2025	APRIL 2025 BILLING	R	3/27/2025		30,291.70CR	179695	30,291.70
002910	MESABI GLASS, WINDOW & DOOR, INC I-17710 I-17740 I-17756	MULTIPLE DOOR FIXES/MB REMOVE & REINSTALL WDO/C HALL HAGER KEYS	R R R	3/27/2025 3/27/2025 3/27/2025		6,658.00CR 1,750.00CR 150.00CR	179696 179696 179696	8,558.00
000881	MESABI TRIBUNE/APG MEDIA OF MN I-1004 FEB 25 I-1704 FEB 25 I-522 FEB 25	ACT 1004 FEB 25/ADV BIDS 23RD ACT 1704 FEB 25/OFFER/PUBL HR ACT 522 FEB 25/BOARD VACANCIES	R R R	3/27/2025 3/27/2025 3/27/2025		384.01CR 390.75CR 389.00CR	179697 179697 179697	1,163.76
003847	MICROMARKETING LLC I-975705 I-975781 I-976286 I-976552	UNCD'S UNCD LPHC'S & LPTP'S LPTP'S	R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025		196.30CR 33.99CR 254.34CR 49.59CR	179698 179698 179698 179698	534.22
005712	MINNESOTA DEED I-BCD25008600590059	2025 MN REDEV CONF/B OLIVANTI	R	3/27/2025		225.00CR	179699	225.00
003046	MN DEPT OF NATURAL RESOURCES I-1141364	LMIS000033 KELLY LK SWM BCH 25	R	3/27/2025		544.00CR	179700	544.00
003173	MN FIRE SERVICE CERTIFICATION BOARD I-13626	FIRE INSP1 CERT EXAM/S NICKILA	R	3/27/2025		131.00CR	179701	131.00
000267	MN LIFE INSURANCE COMPANY I-MAR 2025	MARCH 2025 LIFE INS PREM	R	3/27/2025		2,119.39CR	179702	2,119.39
003145	MN POLLUTION CONTROL AGENCY I-MN0030643 3/25	MS4 GEN STORMWATER PERMIT	R	3/27/2025		400.00CR	179703	400.00
000570	MTI DISTRIBUTING I-1465564-00 I-1466001-00	COVER ASM/VALVE VACUATOR BLADE	R R	3/27/2025 3/27/2025		321.72CR 192.16CR	179704 179704	513.88
002710	NAPA SUPPLY OF HIBBING I-496227 I-496777	ALUM CARLYLE JACK AUTOMATIC TRANSMISSION FILTER	R R	3/27/2025 3/27/2025		407.99CR 28.59CR	179705 179705	436.58

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002935	O'REILLY AUTO PARTS I-1824-174735 I-1824-176390 I-1824-176410	WIPER BLADES 1 GAL ANTI FRET WIPER BLADES	R R R	3/27/2025 3/27/2025 3/27/2025		57.77CR 47.97CR 54.92CR	179706 179706 179706	160.66
003318	PINE RIVER SALES, INC I-01/30/25	2025 HGH 82X16X2 UTIL TRAILER	R	3/27/2025		5,927.79CR	179707	5,927.79
000491	PORTABLE JOHN SERVICES INC (FORMERLY CARPENTER) I-35108 I-35301 I-35302 I-35304	CAREY LK NORDIC SKI 2/3-3/2/25 CAREY LK SKI TRIL/2/3-3/2/25 VET'S SLDG HILL 2/3-3/2/25 JEFFRS SKT RINK 2/3-3/2/25	R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025		140.00CR 176.00CR 88.00CR 88.00CR	179708 179708 179708 179708	492.00
001235	POWERPLAN OIB (FORMERLY NORTRAX) I-2484096	SCREWS/WASHER/NUT/GASKET	R	3/27/2025		1,313.44CR	179709	1,313.44
000206	PUBLIC UTILITIES COMM I-03/24/25	PUC PFA REQUEST #9	R	3/27/2025		54,959.17CR	179710	54,959.17
000206	PUBLIC UTILITIES COMM I-2/1/25-2/28/25	2/1/25-2/28/25 UTILITIES PMT	R	3/27/2025		104,790.87CR	179711	104,790.87
003874	PYRAMID EQUIPMENT, INC I-54452	ROLLERS	R	3/27/2025		273.48CR	179712	273.48
000559	QUILL CORPORATION I-42958068 I-43145565 I-43249344	BLK TONER/ACETAMINOPHEN KLEENEX BOX STRING/BUTTON LETTER/DUSTE	R R R	3/27/2025 3/27/2025 3/27/2025		134.98CR 69.99CR 177.97CR	179713 179713 179713	382.94
000077	RADKO IRON & SUPPLY INC I-21945/1 I-22508/1 I-22589/1 I-22612/1 I-22616/1 I-22648/1 I-22680/1	DEERSKIN GLOVES/TRIP SPRING KLUTCH TORQUE MULTIPLIER RATCHET RETRACTABLE HOSE REEL HONDA MOTOR IMPACT ADAPTER MUFFLER	R R R R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025		78.98CR 319.99CR 55.96CR 156.37CR 1,990.00CR 31.98CR 159.99CR	179714 179714 179714 179714 179714 179714 179714	2,793.27
000657	RCB COLLECTIONS I-61067	103249 2/20/25 CR REPT/PD	R	3/27/2025		45.00CR	179715	45.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D071390 I-D071445 I-D071485	INFLEUENT & EFFLUENT 3/4/25 INFLEUENT & EFFLUENT 3/5/25 INFLEUENT & EFFLUENT 3/6/25	R R R	3/27/2025 3/27/2025 3/27/2025		132.51CR 102.41CR 102.41CR	179716 179716 179716	337.33
000135	ROAD MACHINERY SUPPLIES I-W2748805	RESEAL CYLINDER	R	3/27/2025		1,303.33CR	179717	1,303.33
005535	SAFESSURE CONSULTANTS, INC. I-3786	2025 SAFETY TRAINING	R	3/27/2025		9,696.63CR	179718	9,696.63
005716	SCALE-TEC LTD I-INV57276	CALIBRATOR KIT/SCALE INDICATOR	R	3/27/2025		3,518.40CR	179719	3,518.40
002798	SCIENCE MUSEUM OF MINNESOTA I-INV938	PAYMENT #1/PROJECT INITIATION	R	3/27/2025		37,500.00CR	179720	37,500.00
004131	SHRED-N-GO, INC. I-180066 I-180129	SHRED SVCS THRU 3/10/25/C HALL SHRED SVCS THRU 3/10/25/LIBR	R R	3/27/2025 3/27/2025		143.94CR 83.93CR	179721 179721	227.87
000307	SHUBAT TRANSPORTATION I-14752	TRANSPORTATION POLAR PLUNGE	R	3/27/2025		250.00CR	179722	250.00
005715	SMALL BUSINESS EHS I-274	EMERG PLAN/ANHYDROUS AMMONIA	R	3/27/2025		3,500.00CR	179723	3,500.00
000514	ST LOUIS COUNTY AUDITOR I-00012453 I-00012481	JAN 2025 OBLIGATIONS FEB 2025 OBLIGATIONS	R R	3/27/2025 3/27/2025		4,822.56CR 6,651.48CR	179724 179724	11,474.04
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING I-295926	FEB 2025 FUEL	R	3/27/2025		36,044.65CR	179725	36,044.65
003290	STERICYCLE, INC I-8010077138	MED WASTE SVC/43 GAL TUB	R	3/27/2025		50.00CR	179726	50.00
000366	STREITCHERS, INC I-II746946 I-II751780	BALL PANEL SET/CARRIER/PLATE POLO PERFORMANCE	R R	3/27/2025 3/27/2025		1,518.89CR 43.00CR	179727 179727	1,561.89
000462	SULLIVAN CANDY AND SUPPLY I-704675	2 CANS FOLGERS	R	3/27/2025		35.00CR	179728	35.00

3/27/2025 2:51 PM A / P CHECK REGISTER PAGE: 10
 PACKET: 03862 Regular Payments 03/27/25
 VENDOR SET: 01 ***** CHECK LISTING *****
 BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00173990 I-00417543	COOKIES/RITZ & CLUB CRKRS/WTR DRK WTR/OREO/TRISCUIT/TAMALES	R R	3/27/2025 3/27/2025		108.60CR 51.59CR	179729 179729	160.19
005585	T2 SYSTEMS, INC. I-HW233538	UPS SAFETY PAPER	R	3/27/2025		577.23CR	179730	577.23
004053	TELEFLEX FUNDING LLC (FORMERLY ARROW INT'L INC) I-9509673771	EZ-10 NEEDLES/TPN KIT/STABILIZ	R	3/27/2025		1,617.00CR	179731	1,617.00
003130	TONER PLANET PACK N SHIP C-379497 C-381232 I-346141 I-351264 I-369598 I-374526 I-381992	SHIPPING ACCOUNT ADJUSTMENT SALES TAX ADJUSTMENT SPEE DEE CLAREY'S SAFETY EQUIP SPEE DEE CLAREY'S SAFETY EQUIP UPS GRND CLAREY'S SAFETY EQUIP UPS 2ND DAY AIR/SEATTLE WA UPS GRND/STREICHERS/MPLS MN	R R R R R R R	3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025		6.75 0.31 66.75CR 72.60CR 78.29CR 40.15CR 10.49CR	179732 179732 179732 179732 179732 179732 179732	261.22
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW I-2083283/FEB 25	PRE-EMPL SCRIN/FD/M WERDIER	R	3/27/2025		1,110.50CR	179733	1,110.50
000548	USA BLUE BOOK I-INV00634604 I-INV00636038	PVC COATED LAB APRON PVC COATED LAB APRON	R R	3/27/2025 3/27/2025		77.78CR 30.40CR	179734 179734	108.18
005517	USI INSURANCE SERVICES, LLC I-5446751	INS SVCS/RISK MGMT FEE 2025--26	R	3/27/2025		26,000.00CR	179735	26,000.00
005463	VALVOLINE INSTANT OIL CHANGE I-200589 I-200778 I-200833	OIL CHANGE/8580 OIL CHANGE/6582 OIL CHANGE/4077	R R R	3/27/2025 3/27/2025 3/27/2025		47.58CR 47.58CR 47.58CR	179736 179736 179736	142.74
005615	WIDSETH SMITH NOLTING & ASSOC., INC. I-236685 I-236686	PROF SVCS 2/14/25 AMGS BLDG PROF SVCS 2/14/25 C HALL WDOS	R R	3/27/2025 3/27/2025		9,074.24CR 9,562.50CR	179737 179737	18,636.74
005713	WSB LLC I-R-027955-000-2	DAYCARE/ROW PROF SVCS 2/28/25	R	3/27/2025		2,578.50CR	179738	2,578.50
000633	ZIEGLER, INC I-IN001827274	MIRROR AS	R	3/27/2025		136.83CR	179739	136.83

VENDOR SET: 01

BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
* * T O T A L S * *								
REGULAR CHECKS:								
HANDWRITTEN CHECKS:								
PRE-WRITE CHECKS:								
DRAFTS:								
VOID CHECKS:								
NON CHECKS:								
CORRECTIONS:								
REGISTER TOTALS:								
			NO#	DISCOUNTS	CHECK AMT	AMOUNT	CHECK NO#	CHECK AMOUNT
			103	0.00	884,151.06			
			0	0.00	0.00			
			0	0.00	0.00			
			0	0.00	0.00			
			1	0.00	0.00			
			0	0.00	0.00			
			0	0.00	0.00			
			104	0.00	884,151.06			
						884,151.06		

3/27/2025 2:51 PM A / P CHECK REGISTER
PACKET: 03862 Regular Payments 03/27/25
VENDOR SET: 01 ***** CHECK LISTING *****
BANK : APBNK US BANK

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
179702	01-000267	MN LIFE INSURANCE COMPANY	7	CHECK DATE < PAY DATE	TRAN NO#: I-MAR 2025
179695	01-003521	MEDICAREBLUE RX	7	CHECK DATE < PAY DATE	TRAN NO#: I-APRIL 2025
TOTAL ERRORS:		0	TOTAL WARNINGS:		2

3/27/2025 2:51 PM
PACKET: 03862 Regular Payments 03/27/25
VENDOR SET: 01
BANK : APBNK US BANK

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

PAGE: 13

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND			PERIOD			AMOUNT		
101			3/2025			580,243.58CR		
211			3/2025			24,796.81CR		
250			3/2025			1,748.00CR		
255			3/2025			2,817.90CR		
400			3/2025			89,921.18CR		
431			3/2025			4,630.00CR		
602			3/2025			85,945.23CR		
603			3/2025			40,813.03CR		
610			3/2025			42,416.84CR		
612			3/2025			10,818.49CR		
ALL						884,151.06CR		

PACKET: 03863 Regular Payments 03/27/25
VENDOR SET: 01
BANK : SWPEK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005703	SMITH HEALTH, INC. I-20250315_SRX019829	VEBA/PPO RX CLMS MAR 2025/2	D	3/27/2025		49,400.28	001615	49,400.28
005708	AMERIHEALTH ADMINISTRATORS I-7010186403 I-7010187586 I-7010188484	MEDICAL CLAIMS PAID 3/10/25 MEDICAL CLAIMS PAID 3/17/25 MEDICAL CLAIMS PAID 3/24/25	D D D	3/27/2025 3/27/2025 3/27/2025		18,263.59 48,090.08 59,613.99	001616 001616 001616	125,967.66

* * 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	175,367.94	175,367.94
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	175,367.94	175,367.94

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Handwritten: 827.25 667.66

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
** POSTING PERIOD RECAP **								
FUND	PERIOD	AMOUNT						
805	3/2025	175,367.94CR						
ALL		175,367.94CR						



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. Accounts Payable March 28, 2025

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005076	COMPU DYNE, INC. (LEASE)							
	I-38788402	APR 25 CONS ACCT	R	3/28/2025		2,089.67CR	179740	2,089.67
000045	COMPU DYNE LLC DBA INTEGRIS LLC							
	I-3/26/25 SETTLEMENT	LEGAL OFF BOARDING SETTLEMENT	R	3/28/2025		5,000.00CR	179741	5,000.00
005633	FUSIONTECH LLC							
	I-HIBBING-FEB-2025	TECH SUPPT/PROJ IMPL/PLAN/CONS	R	3/28/2025		7,462.50CR	179742	7,462.50

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Cassie Tomasetti 3/28/2025
check #'s 179740 - 179742

3/28/2025 11:21 AM
PACKET: 03865 REGULAR PAYMENT 3/28/25
VENDOR SET: 01
BANK : APENK US BANK

**** CHECK LISTING ****

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

FUND	PERIOD	AMOUNT
101	3/2025	14,552.17CR
ALL		14,552.17CR

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

Payroll Recap & Funding
Biweekly Regular 03/28/2025

Pay Date: 03/28/2025

Payroll Overview

Payroll	Biweekly Regular 03/28/2025
Pay Date	03/28/2025
# Employees	167
# Paid Employees	167
# Regular	167
# Pay Periods	1
Base Compensation Changes	8
New Hires	1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	229	167	269,515.85 ^D
Total			269,515.85
(D) POD6 UKG Payroll Services Admin Debit			-269,515.85
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	140	36,062.82 ^D
FICA/ER	41-6005232	109	13,785.61 ^D
FICA/EE	41-6005232	109	13,785.61 ^D
MEDI/ER	41-6005232	167	5,825.68 ^D
MEDI/EE	41-6005232	167	5,825.68 ^D
SIT:MN/EE	8022766	142	17,034.00 ^D
Total			92,319.40
(D) POD6 UKG Payroll Services Admin Debit			-92,319.40
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	5	278.18 ^C
AFSCME MN COUNCIL 65	61	3,871.86 ^C
City of Hibbing Insurance	127	142,016.75 ^D
EMPOWER	66	9,775.10
FIREFIGHTERS LOCAL #173 C/O	23	1,871.28 ^C
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	17	3,698.69
MADISON NATIONAL LIFE	11	361.86 ^C
MAPE UNION ATTN: JULIE LEE	6	428.36 ^C
MINNESOTA TEAMSTERS NO. 320	3	350.00 ^C
MN CHILD SUPPORT PAYMENT CE	2	731.88 ^D
MN PERA	140	88,281.66
MN PUBLIC EMPLOYEES ASSOCIA	24	1,152.00 ^C
NATIONWIDE	13	1,865.00
Total		254,822.62
(D) POD6 UKG Payroll Services Admin Debit		-142,888.63
(C) Vendor Checks		-8,313.54
Your Remaining Vendor Liability		103,620.45

Total

--More--

Total - Continued

Total	616,657.87
POD6 UKG Payroll Services Admin Debit	-504,723.88
Total of Your Responsibility	111,933.99

Recap

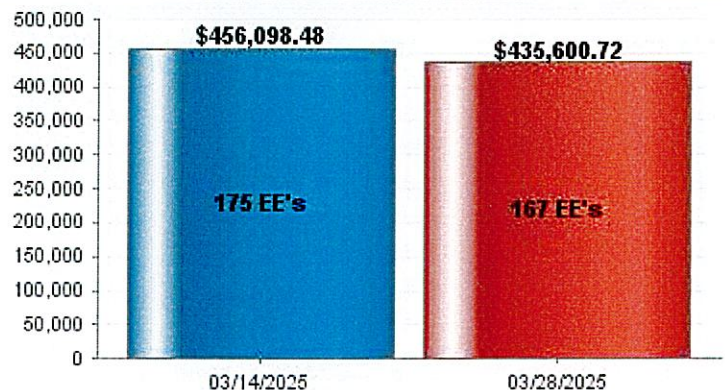
POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	03/27/2025	x0087	142,888.63
Tax Payment	03/27/2025	x0087	92,319.40
Empl. Dir. Dep. SPA	03/27/2025	x0087	269,515.85
Total Debits			504,723.88

Cash Requirements: x0087	\$ Amount
Vendor Payment SPA	142,888.63
Vendor Checks	8,313.54
Tax Payment	92,319.40
Empl. Dir. Dep. SPA	269,515.85
Total	513,037.42

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	435,838.50	
ER Deduction	161,203.88	
ER Tax (Offset)	19,611.29	
ER Tax		19,611.29
Tax		72,708.11
Deduction		93,614.54
ER Deduction (Offset)		161,203.88
Direct Deposit		269,515.85
	616,653.67	616,653.67

Comparison To Last Pay Period - Gross Wages



PR# 7-25
3/8/25-3/21/25
PAID 3/28/25

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

Kronos SaaShr, Inc.
City of Hibbing



Generated: 03/26/2025 01:32p
Generated By: OWEN D. WALTERS
Page 1 of 2



Request for Council Action

City Council Action

Description of Agenda Item

RESOLUTION AUTHORIZING CITY OF HIBBING TO MAKE APPLICATION TO AND ACCEPT GRANT FUNDS FROM IRRR REVENUE BONDS

\$550,000 to the city of Hibbing to develop the Hull Rust Mine historic site; Mineral amendment money from the 2024 legislative session.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$550,000 - Accept from the IRRR towards the development of Mine View Historic Site.

Action Requested

Requesting council approval

Attachments

1. Resolution for Revenue Bonds - City or Township

CITY OR TOWNSHIP

RESOLUTION NO. _____

STATE OF MINNESOTA

COUNTY OF (_____)

CITY OR TOWNSHIP OF (____)

**RESOLUTION AUTHORIZING (CITY/TOWNSHIP) TO MAKE APPLICATION TO AND ACCEPT GRANT FUNDS
FROM IRRR REVENUE BONDS
ISSUED PER MINNESOTA LAWS 2024, CHAPTER 127, ARTICLE 69, SECTIONS 15-16**

WHEREAS THE authorizing authority approves of the attached application for the
_____ project: and

WHEREAS THE authorizing authority agrees to accept funding for the underlying project if approved by
IRRR.

NOW BE IT RESOLVED that the authorizing authority of _____ does adopt this
resolution.

NOW BE IT RESOLVED that the CITY OR TOWNSHIP of _____ may take all necessary
action to apply for and receive the grant and the **AUTHORIZED SIGNOR/PROJECT CONTACT**
_____ is designated the authority to execute and deliver documents and forms
related to the grant including but not limited to a grant agreement.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this _____ day of
_____, Month/Year.

Name #1

Name #2

Title #1

Title #2



Request for Council Action

City Council Action

Declare Surplus

Description of Agenda Item

Surplus 1999 Trail King equipment trailer. Vin #1TKC02833YM080186

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Trailer no longer will pass DOT inspection due to excessive rust to cross members and axle mounting.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Declare trailer for surplus to be auctioned on MN Bid

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

On Feb 19th, City staff issued a request for proposal to solicit construction management services for the City Hall Window Project. The proposal deadline for the RFP was due March 10. Adolfson and Peterson Construction were the only construction management firm to submit a proposal. After reviewing their proposal and proper vetting of the firm, city staff recommendation, is to award the approval of Construction Manager at Risk to Adolfson and Peterson Construction for the City Hall window project.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Requesting council approval

Attachments

1. City of Hibbing City Hall Window Replacement and Masonry Restoration CM Solicitation Response

PROPOSAL RESPONSE FOR:
**CITY OF HIBBING CITY HALL
HISTORICAL WINDOW REPLACEMENT
AND MASONRY RESTORATION**

MARCH 10, 2025



**Adolfson
& Peterson
Construction**

MARCH 10, 2025



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

Attention:
Nick Arola
City Services Director

PROPOSAL RESPONSE

CITY OF HIBBING CITY HALL HISTORICAL WINDOW REPLACEMENT AND MASONRY RESTORATION

Dear Nick,

Adolfson & Peterson Construction (AP) is excited for the opportunity to partner with the city and the community of Hibbing for the City of Hibbing City Hall Historical Window Replacement and Masonry Restoration project. We are equally excited to provide the City of Hibbing with a project team consisting of top professionals in the industry. We are confident that together, we will deliver construction manager at risk services that exceed project goals and expectations.

For over 79 years, AP has been grounded in core values – with an approach to projects that is collaborative and hands-on, committing to excellence in all that we do, day in and day out. Our ease of working together, familiarity, and comprehensive understanding of municipal restoration and preservation projects make us the ideal candidate to be your project partner.

We are eager to facilitate a partnership built on trust, quality, and performance. With all the time and dedication already devoted to this project, we understand how important it is for the City of Hibbing to align with a construction manager fully vested and committed to your success. With confidence, we promise our team is ready to begin and is committed to going above and beyond to ensure the successful restoration of this historic facility, preserving its significance for generations to come.

AP's mission, "WE BUILD. trust. communities. people." is ingrained in our culture and project delivery. Together as a team, we will build trust by enhancing communities and empowering people locally while delivering an exceptional restoration experience.

Thank you in advance for allowing us the opportunity to provide the City of Hibbing with our proposal. If you have any questions regarding AP, our services, or our submission, please do not hesitate to contact me at any time.

Sincerely,



Patrick Sims, Director of Operations / Project Executive

p: (218) 606-2011 | e: psims@a-p.com

Adolfson & Peterson Construction
408 W Superior St, Duluth, MN 55802

TAB I: FIRM OVERVIEW

Adolfson & Peterson Construction (AP) has been building trust, communities, and people for over 79 years. During this time, the company has grown to become a leader in the industry and a valued partner to our clients. Thanks to our outstanding employees and trade partners, and an ongoing commitment to quality and innovation, AP is well positioned for future growth and success.

FIRM NAME - AP Midwest LLC d/b/a Adolfson & Peterson Construction

YEARS IN BUSINESS - Founded in 1946 and committed to the business for 79 successful years.

COMPANY OWNERSHIP AND OVERVIEW OF SERVICES AND EXPERTISE - AP is a privately held company. AP’s Board of Directors comprises eight members. Of these members, six are outside independent directors and two are descendants of the AP founders, and are not employed by AP. The CEO directly reports to this Board of Directors. Founded in 1946, AP is known within the building industry for outperforming our competition with innovative and collaborative approaches. AP has built longstanding relationships with our clients and communities by serving the aquatics and recreation, healthcare, higher education, hospitality, industrial, manufacturing, education, multi-family, municipal, corrections, office, and senior living market segments. Our passionate employees, with an average tenure of more than seven years, work from offices in Arizona, Colorado, Minnesota, North Dakota, Texas, and Wyoming.

POTENTIAL CONFLICTS OF INTEREST - We currently do not see any conflict of interest.

FINANCIAL STANDING - AP is a billion dollar a year company, so your project is secure with us. Based on a legacy of more than 79 years of construction excellence, AP has built our reputation on integrity, trust, and the success of our clients. The ability to make commitments and keep them is the result of careful risk analysis and developing a firm foundation of resources. We have a history of financial stability and will provide all the necessary resources needed for your project so you can trust the service and capabilities we promise.

Audited financial statements are available upon request.

BONDING CAPACITY - AP’s aggregate bonding capacity is \$1 billion with a single project value of \$150 million. Bonding may be considered on a case-by-case basis for needs beyond this capacity.

AP can provide a bonding letter from our surety upon request.

AP’S COMMITMENT TO SAFETY - AP is committed to providing a safe and healthy work environment for all employees, subcontractors, and the general public. Through an Incident and Injury Free (IIF) way of life, our expectation is that everyone returns safely home to their families at the end of each day.

AP’s safety culture is a cornerstone principle. This allows each team member to take a personal leadership role in the safety of our offices and job sites. IIF is not about how we measure safety, but rather a mindset about care and concern for human life. It is a way of thinking and acting that avoids incidents and injuries, making safety the priority of both the individual and the organization.

INTRODUCTION TO INCIDENT AND INJURY FREE CULTURE (IIF) - IIF is a mindset in which all employees recognize their responsibility to themselves, fellow workers, and their families to do their work safely. It is a culture totally committed to the elimination of workplace injuries by individuals who recognize that it is unacceptable for anyone to get harmed at their workplace. Our “Why I Work Safe” program, a component of IIF, encourages our employees, both in the field and in the office, to focus on the personal reasons why they continue to maintain our high safety standards. We do it for our families, our friends and for ourselves.

Creating an IIF environment is about actively caring for one another and demonstrating that care every day. It is not about policies, procedures, goals or zero incidents.

The IIF culture believes:

- All injuries are preventable
- Every person is responsible to work toward the elimination of all injuries
- Injuries are not an accepted “part of doing business”
- Showing care for one another and demonstrating you care every day
- Speaking up when you potentially see unsafe behaviors or conditions
- It is about an attitude of choosing to follow the rules and procedures (versus having to follow them)

Year	Experience Modification Rate (EMR)
2024	0.63
2023	0.92
2022	0.89
2021	0.74
2020	0.77

TAB I: FIRM OVERVIEW

RESOURCES AVAILABLE TO PERFORM WORK, INCLUDING ANY SPECIALIZED SERVICES OR IN-HOUSE CAPABILITIES

As your Construction Manager, our role is to manage overall project success and our focus will be on achieving the results you hired us to accomplish. To do this, we have a wide range of duties and responsibilities that entail hard work and thorough review. These include:

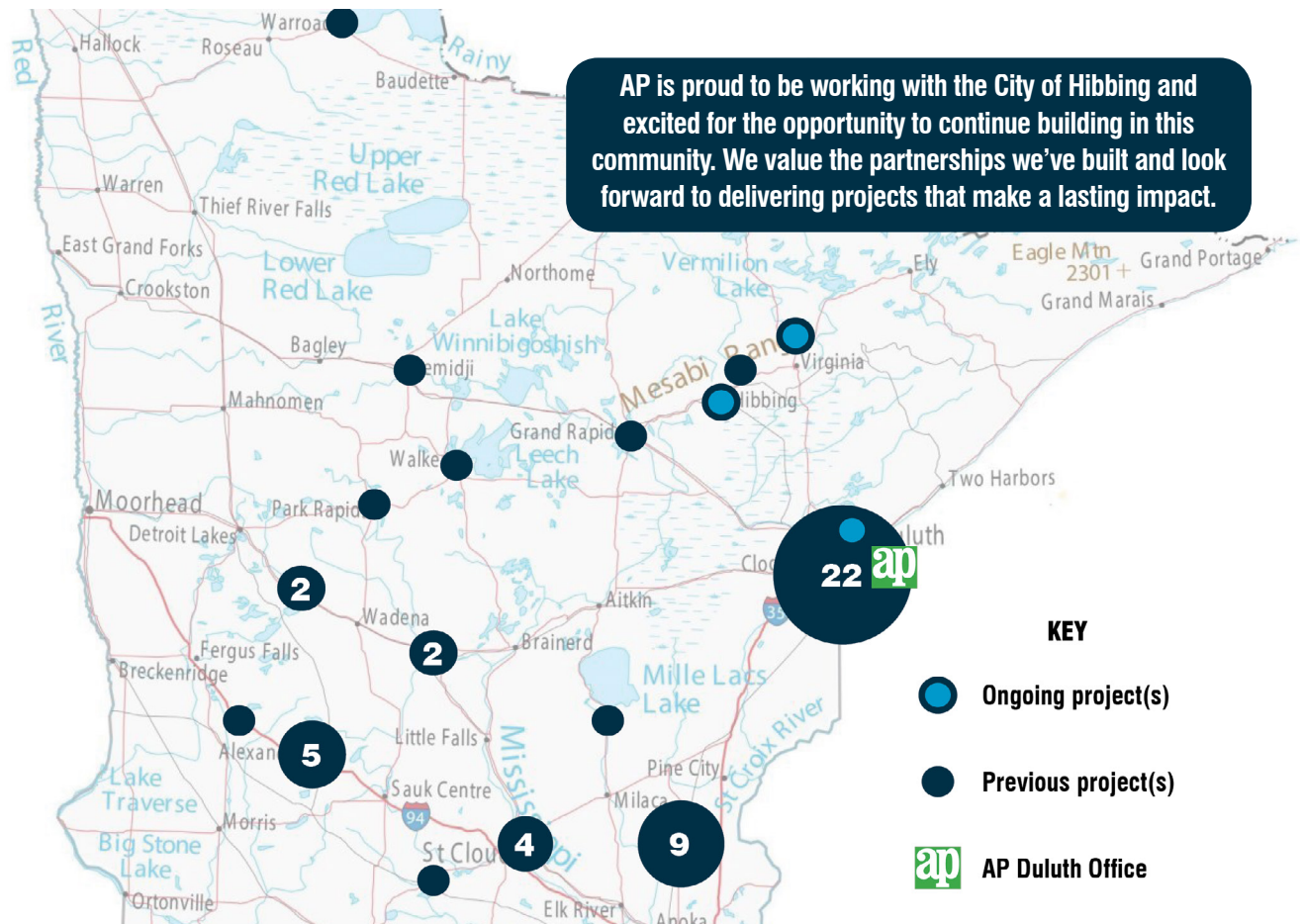
- Provide project phasing in order to maintain city hall operations
- Coordinate with historical agencies and the design team
- Serving as the main point of contact for the City of Hibbing
- Providing the City of Hibbing with value engineering (VE) ideas, constructability solutions and practices, sustainability options and objectives to mitigate potential design conflicts or issues
- Providing open-book cost options
- Managing permits, inspections and warranties
- Coordinating and selecting trade bids and subcontractors
- Leading meetings and providing effective communications to the City of Hibbing throughout all phases of the project
- Creating and supporting long-term and short-term schedules
- Managing subcontractors to ensure quality and safety
- Ensuring public safety from construction
- Managing day-to-day construction activity and ensuring on-time and on-budget construction
- Providing necessary materials, equipment and skilled labor
- Disposing/recycling construction waste and ensuring a clean construction site
- Providing public communications for construction activity
- Self perform expertise carpentry and selective demolition

AVAILABILITY TO PROJECT LOCALE

The CMAR work that will be performed on this project will be managed out of our Duluth office.

NORTHERN MINNESOTA EXPERIENCE

AP expanded construction services to northern Minnesota by establishing a Duluth office in the fall of 2018. While fostering several opportunities, we are looking to grow new and existing relationships with potential clients and partners. We are eager to further our involvement within the Hibbing community; we are proud members of multiple Range chambers including, IMA and RAMS. Our mission – WE BUILD. trust. communities. people. goes beyond constructing buildings. It starts with building relationships, sound partnerships and enhancing the Hibbing community for future generations.





Patrick Sims
Director of Operations/Project Executive



Tom Brunette
Senior Superintendent



Brendon Gould
Project Manager

SUPPORT TEAM



Jared Anderson
Regional Safety Director



Joe Bohrod
Quality Control Manager



Brandon Kellermann
Senior Project Manager



Jordan Tatro
Preconstruction Manager

TAB II: KEY STAFF



Patrick, along with Jordan, will lead the preconstruction phase, and will be responsible for integrating Brendon into the project during preconstruction. Patrick and Jordan, will lead the preconstruction efforts for the estimating/budgeting, bidding process, constructability review, material analysis and overall project planning. He will engage Tom at the appropriate time to

ensure a high performing project team that will transition smoothly into the construction of the facility.

During construction, Patrick will act as the Director of Operations for AP's northern operations and will support Brendon and Tom, ensuring the resources necessary are provided to the project team. Patrick will ensure the satisfaction of the City of Hibbing and other stakeholders throughout the project.

28 YEARS OF EXPERIENCE

EDUCATION

B.S., Industrial Technology with emphasis in Construction Management, Bemidji State University

A.S., Architectural Drafting and Design, North State College of Science

PATRICK SIMS

DIRECTOR OF OPERATIONS/PROJECT EXECUTIVE

RELEVANT PROJECT EXPERIENCE

Chisholm Public Safety Building

Chisholm, MN | \$11,199,947 | 22,963 sf

Minnesota Masonic Heritage Center

Bloomington, MN | \$22,787,020 | 47,169 sf

Sherburne County Government Center Expansion & Renovation

Elk River, MN | \$54,995,871 | 93,900 sf

Chanhassen Taxpayer Service Center, Carver County

Chanhassen, MN | \$7,900,000

Duluth Seaway Port Authority Warehouse Expansion

Duluth, MN | \$8,365,528 | 56,000 sf |

St. Louis Park Fire Stations #1 and #2 (precon)

St. Louis Park, MN | \$15,607,000

REFERENCES

Dean Lembke - Duluth Seaway Port Authority, (218) 393-1648

Steve Taylor - Sherburne County (retired), (952) 456-2180

Shane Bauer - Grandma's Marathon, (218) 727-0947



Brendon will lead daily construction management of the project regarding project documentation, subcontractor communications, quality control program, and budget management and will be boots on the ground, along with Tom. He will lead on-site meetings and provide accurate, complete meeting minutes and documentation.

Brendon will assist with site safety for all subcontractors. He will communicate the weekly schedule of construction activities to eliminate potential conflicts. Brendon will maintain open lines of communication with all team members and will apply an open-book, transparent approach to the project. Brendon will implement AP's quality control/quality assurance program during preconstruction and will be involved early on to ensure a seamless transition to construction operations.

7 YEARS OF EXPERIENCE

EDUCATION

A.S., Business Management, University Of Phoenix

BRENDON GOULD

PROJECT MANAGER

RELEVANT PROJECT EXPERIENCE

Chisholm Public Safety Building

Chisholm, MN | \$11,199,947 | 22,963 sf

Duluth Masonic Temple Office Remodel

Duluth, MN | \$281,794 | 1,400 sf

Duluth Seaway Port Authority Warehouse Expansion

Duluth, MN | \$8,365,528 | 56,000 sf

Wrenshall Schools - IAQ Upgrade Phase 2

Wrenshall, MN | \$6,880,231 | 29,000 sf

West Industrial Park - Under Construction

Aurora, MN | \$12,692,553 | 30,000 sf

REFERENCES

Larry Folstad - City of Chisholm, (218) 969-6789

Adam Lantz - City of Chisholm, (218) 969-8254

Dean Lembke - Duluth Seaway Port Authority, (218) 393-1648

TAB II: KEY STAFF



Tom will be the on-site lead for the AP team, he will handle scheduling and coordinating daily construction activities. Tom has a strong mechanical and electrical background which will ensure a high performing mechanical systems. His involvement during preconstruction is vital to the quality of final construction documents as he sees the project through the site and work sequencing perspective.

He will implement AP's QA/QC program at the subcontractor level which will further ensure a project constructed to the highest level of quality. He has extensive experience working on municipal projects, which will ensure a positive construction experience for the Hibbing community. Tom is well versed with project labor agreements and will maintain open lines of communication with local unions.

30 YEARS OF EXPERIENCE

Education

Tom chose to pursue a career in construction after high school, gaining hands-on experience and practical skills on the job.

TOM BRUNETTE

SENIOR SUPERINTENDENT

RELEVANT PROJECT EXPERIENCE

Chisholm Public Safety Building

Chisholm, MN | \$11,199,947 | 22,963 sf

St. Louis County - Public Works Facility

Cook, MN | \$34,000,000 | 87,175 sf

Essentia Health – Vision Northland

Duluth, MN | \$600,000,000 | 942,000 sf

Cirrus Completion Center

Duluth, MN | \$4,500,000 | 16,000 sf

MEMC

O'Fallon, MO | \$195,000,000

Bayside Recycling

Duluth, MN | \$2,000,000

REFERENCES

Brian Boder - St. Louis County, (218) 625-3841

Larry Folstad - City of Chisholm, (218) 969-6789

Jim Johnson - City of Chisholm, (218) 254-7907



TAB II: KEY STAFF



JARED ANDERSON

Regional Safety Director

Jared will lead execution of construction risk, safety management, and industrial hygiene for the project. He supports AP's corporate safety policies, procedures, and goals. Jared will be responsible for enforcing and monitoring the project's safety requirements, and his close involvement will ensure that public and worker safety is a top priority.



JOE BOHROD

Quality Control Manager

Joe brings the team an in-depth understanding of specialized Quality Assurance/Quality Control (QA/QC) processes. He will be responsible for working with the design, construction and, ownership team to understand challenges and oversee construction implementation activities as an independent reviewer. He will support the direction, establishment, and implementation of AP's QA/QC program.



BRANDON KELLERMANN

Senior Project Manager

Brandon will provide high-level support to Brendon in overseeing daily operations of the project. He will focus on ensuring project success, and will maintain oversight of the entire project, offering guidance and expertise as needed. He will be available to assist with critical decision-making, problem-solving, and coordination with stakeholders to keep the project on schedule, within budget, and aligned with quality expectations.



JORDAN TATRO

Preconstruction Manager

Jordan will play a key role in the early planning and development of the project. She will lead budgeting and value analysis efforts to ensure cost-effective solutions while maintaining project quality and efficiency. By collaborating closely with the design team, stakeholders, and trade partners, Jordan will help identify potential challenges early and develop strategic plans to keep the project on track from inception to construction.



AP'S VALUE TO THE CITY OF HIBBING STREAMLINED DELIVERY

- Efficiency – project communications and collaboration
- Consistency – deliverables and delivery
- Accountability – one point of contact for the project
- Execution of project similarities – materials and equipment
- Time efficiency – allowing the City of Hibbing to manage business as usual
- Confidence – extensive experience with manufacturing projects



MINNESOTA MASONIC HERITAGE CENTER

Bloomington, MN | \$22,787,020 | Completion Date: June 2016

PROJECT SCOPE

The Heritage Center is a tribute to the principles and contributions of Freemasonry, serving as an intimate and elegant venue for events, performances, and scholarly pursuits. It features a 425-seat auditorium and community theater, a Masonic museum and library, an ornate lodge room, meeting spaces, a boardroom, and a dining area with a full catering kitchen. The interior showcases high-end finishes, including detailed wood trim, natural stone and marble flooring, custom carpets, brass railings, and decorative plaster columns, while the exterior is composed of brick masonry, architectural precast, and a clay tile roof. AP connected the new building to the historically registered structure, carefully matching the brick, roofline, elevations, clay roof tiles, and stone features to preserve its historic character.



GLORIA DEI LUTHERAN CHURCH RENOVATIONS

St. Paul, MN | \$1,867,646 | Completion Date: September 2016

PROJECT SCOPE

AP partnered with Gloria Dei Lutheran Church to implement comprehensive waterproofing solutions and stormwater management systems, ensuring effective drainage while preserving the church's historical integrity. The project focused on making the building watertight by raising window wells, constructing new retaining walls, and renovating the roof. Additionally, AP resurfaced and re-graded the church's parking lot. Several rooms affected by previous water damage were also remodeled as part of the restoration.



MINNESOTA MASONIC WINDOW REPLACEMENT

Bloomington, MN | \$1,632,660 | Completion Date: March 2025

PROJECT SCOPE

AP partnered with Minnesota Masonic Home to replace multiple windows throughout its Bloomington campus, enhancing energy efficiency and durability while preserving the site's historical integrity. Our team carefully matched materials and design elements to seamlessly integrate the new windows with the building's original architecture. Throughout the project, we took great care to protect the historic aspects of the structures, ensuring that every installation maintained the aesthetic and character of the Masonic campus.



MINNESOTA MASONIC HOME OES CHAPEL

Bloomington, MN | \$5,394,628 | Completion Date: August 2021

PROJECT SCOPE

The chapel was revitalized while preserving its historic character. All finishes in the 1950s building were removed, and the structure underwent a full re-roofing and re-tuckpointing. Mechanical and AV systems were upgraded, and a wheelchair lift was installed to ensure full accessibility to the lower level. A striking new 10-foot stained glass window now serves as the focal point of the refreshed worship space.

TAB IV: COST MANAGEMENT, PROJECT PHASING & SCHEDULE MANAGEMENT

At AP, we apply a collaborative and proactive approach to cost management, project phasing, and schedule management. Our Construction Management at Risk (CMAR) philosophy, rooted in Integrated Project Delivery (IPD), ensures that every decision aligns with the City of Hibbing's best interests while maintaining budget discipline, efficiency, and quality.

COST MANAGEMENT & ESTIMATING ACCURACY

Every dollar counts—and AP's estimating process ensures cost certainty from preconstruction through project completion. We deliver accurate, transparent, and competitive estimates by:

- **Comprehensive Preconstruction Planning** – Early collaboration with the owner, architects, and subcontractors allows us to set realistic budgets.
- **Detailed Line-Item Cost Tracking** – We break down costs at every phase to identify variances and cost-saving opportunities.
- **Market-Based Cost Analysis** – By leveraging real-time market conditions and our extensive subcontractor network, we secure the best value for materials and labor.
- **Guaranteed Maximum Price (GMP)** – Our rigorous estimating process ensures that once the GMP is set, costs remain predictable and within budget.
- **Value Engineering & Lifecycle Cost Analysis** – We evaluate material selections, construction methods, and long-term maintenance costs to optimize value without sacrificing quality.

With a track record of estimating accuracy, AP has consistently delivered projects at or below budget by minimizing cost overruns and proactively mitigating financial risks.



PROJECT PHASING & SCHEDULE MANAGEMENT

AP utilizes Critical Path Method (CPM) scheduling to ensure on-time delivery while accommodating project phasing requirements. Our proven methodology includes:

- **Early and Continuous Scheduling Input** – We work closely with stakeholders to establish realistic milestones, identify potential risks, and adjust timelines as needed.
- **Phased Construction Strategies** – For projects requiring minimal disruption (such as occupied buildings), we develop phased plans that allow sections to be completed sequentially while maintaining operational continuity.
- **Weekly Coordination & Progress Monitoring** – Through weekly meetings with trade partners, real-time progress tracking, and two-week lookahead schedules, we anticipate and resolve scheduling conflicts.
- **Subcontractor Performance Oversight** – Our rigorous subcontractor selection and oversight process ensures that work progresses efficiently, without delays due to labor shortages or supply chain disruptions.

By integrating cost control, project phasing, and schedule management into a unified strategy, AP ensures that projects are completed on time, within budget, and with the highest level of quality.

TAB V: UNIQUE VALUE PROPOSITION

A CULTURE OF SERVICE—THE CITY OF HIBBING'S BEST INTEREST FIRST, ALWAYS

We don't just manage projects—we build trust, Communities, and people. Our customer-first philosophy ensures that the City of Hibbing's priorities, goals, and expectations remain at the center of every decision we make. As your trusted construction manager, we will proactively manage the budget, schedule, and risks with your best interests in mind.

Every project is unique, and the City of Hibbing City Hall Historical Window Replacement and Masonry Restoration is no exception. That's why we implement a tailored service culture philosophy, built around six core values:

1. **Respect** – Fostering collaboration and open communication.
2. **Empowerment** – Ensuring all stakeholders have a voice.
3. **Communication** – Keeping transparency at the forefront.
4. **Friendliness** – Creating a positive and solutions-driven environment.
5. **Continuous Improvement** – Striving for excellence at every stage.
6. **Shared Responsibility** – Aligning our success with yours.

For Hibbing, this means that every task, decision, and action we take will be done with quality, schedule, and budget in mind, while maintaining the highest level of trust and integrity. Our unwavering commitment to service is what sets AP apart—we operate with Hibbing's best interest first, from preconstruction through project completion.



EXPERIENCE & LESSONS LEARNED IN HISTORICAL RESTORATION

At AP, we understand that historical building renovations, window replacements, and masonry restorations require a unique level of care, expertise, and attention to detail. Our experience working on historically registered buildings has reinforced key lessons, ensuring successful outcomes for projects like the City of Hibbing City Hall Historical Window Replacement and Masonry Restoration.

Key Lessons & Areas of Focus:

Material Matching & Preservation

One of the most critical aspects of historical restoration is sourcing and matching original materials, such as bricks, mortar, stone, and windows. We work closely with preservation specialists and the design team to ensure that new materials seamlessly integrate with existing architecture, maintaining both structural integrity and historical accuracy.

Precision in Window Replacements

Replacing historic windows requires balancing modern efficiency with traditional aesthetics. We carefully evaluate frame profiles, glass types, and finishes to ensure that replacements meet preservation standards while improving insulation and durability.

Structural Considerations & Unforeseen Challenges

Historic buildings often come with hidden structural issues, such as deteriorated masonry, water damage, or outdated construction methods. We mitigate these risks through thorough preconstruction assessments, exploratory demolition, and adaptive problem-solving.

Compliance with Preservation Standards

Navigating local and federal historic preservation regulations requires close collaboration with architects, engineers, and governing bodies to ensure compliance without compromising project goals.

Specialized Craftsmanship & Techniques

Historical restoration demands skilled craftsmanship, particularly in tuckpointing, stone carving, and decorative masonry repair. Our team is experienced in both traditional techniques and modern restoration technologies, ensuring a seamless blend of old and new.

By leveraging these lessons, AP ensures that historical buildings—like City of Hibbing City Hall—retain their character and integrity while meeting today’s safety, functionality, and energy efficiency standards.

AP’S QUALITY ASSURANCE & QUALITY CONTROL

Quality is not an afterthought—it’s a foundation of our approach. Our project-specific QA/QC program ensures that every detail is executed correctly from day one, minimizing rework and maximizing efficiency. This collaborative effort includes AP, the City of Hibbing, trade partners, suppliers, inspectors, and consultants.

Key elements of our QA/QC process include:

- **Early Planning:** QA/QC strategies developed during preconstruction to identify challenges before construction begins.
- **Project-Specific Standards:** A tailored QA/QC manual that defines expectations and maintains quality throughout the project.
- **Lifecycle & Constructability Reviews:** Ensuring long-term durability and cost-effective solutions.

By prioritizing quality from the start, AP guarantees that the City of Hibbing Public Safety Building will meet the highest standards—**built right the first time.**

QA/QC Key Elements





WE BUILD
trust. communities. people.



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

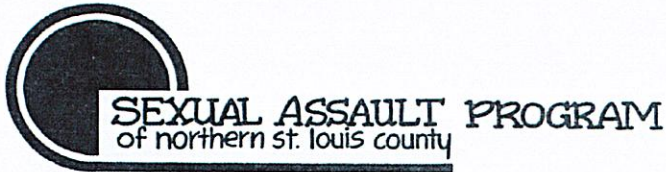
Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. 2025 Sexual Assault Month Proclamation



EMBRACE YOUR VOICE

YOUR VOICE IS NECESSARY IN THIS CONVERSATION

February 25, 2025

Dear Mayor and City Councilpersons:

The Sexual Assault Program of NSLC would greatly appreciate if you could discuss and adopt the enclosed **Mayors' Proclamation** at an upcoming city council meeting for the month of April. This Proclamation recognizes April as **Sexual Assault Awareness Month**.

We are grateful for your community's partnership in the mission to end sexual violence through public awareness and support of its' victims. **Embrace Your Voice.**

Together we DO make a difference!

Sincerely,

Jamie Koppes
Jamie Koppes

Executive Director/ Crime Victim Advocate
Sexual Assault Program of Northern St. Louis County
327 1st Street S, Ste 17 Virginia, MN 55792
Office 218-749-4725
Cell 218-780-8824

Jamiek@stopsexualviolence.org

Believe, Listen, Learn & Support

2025 Sexual Assault Awareness Month
Mayor Proclamation

WHEREAS, Sexual Assault Awareness Month is intended to bring awareness to the fact that sexual violence is widespread and is a public health concern for individuals, families, community members and communities as a whole.

WHEREAS, Child sexual abuse /exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet. One-third of all sexual violence cases in Northern St. Louis County happen to children 17 years and younger.

WHEREAS, In fiscal 2024, our local Sexual Assault Program of Northern St. Louis County has worked with more than **391** primary and secondary crime victims of sexual violence whom reside in our communities. The Program has provided more than **12,700** documented trauma and victim-focused advocacy services with these crime victims.

WHEREAS, Staff, Board Members and Volunteers of our local anti-sexual violence program; The Sexual Assault Program of Northern St. Louis County, encourage every person to speak out when witnessing acts of violence, however small; and to help survivors connect with community allies.

WHEREAS, We must work together to educate and engage communities in sexual violence awareness and prevention and to believe, listen, learn and support its victims and family members.

WHEREAS, a growing number of Minnesota leaders are committed to sexual violence prevention; and

WHEREAS, All Minnesotans must be part of the solution to eliminate crimes of sexual violence.

THEREFORE, I, the Mayor of the City of Hibbing, Minnesota, do hereby proclaim the month of April in the year of 2025 as:

SEXUAL ASSAULT AWARENESS MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal

of the city of Hibbing located in St. Louis County in the state of Minnesota.

_____ this _____ day of _____, 2025.

Mayor Signature



Request for Council Action

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Letter to County in Support of New Public Works Facility



March 31, 2025

Subject: Letter of Support for New Public Works Facility

Dear Chair Harala and Board of Commissioners:

On behalf of the Hibbing City Council and our residents, I am pleased to offer our full support for the development of a new Public Works Facility on the Iron Range for St. Louis County.

The need for an upgraded facility to meet the needs of our St. Louis County residents is critical to ensuring the continued efficiency, safety and effectiveness of public infrastructure and maintenance services that benefit the region, county and city.

While we have enjoyed partnering at the current Joint Public Works Facility in Hibbing, we can all agree that the existing facilities are no longer adequate to meet the growing demands of our city and our region of the county.

A modernized Public Works Facility in a new, more centralized location will enhance the ability of St. Louis County and its staff to provide essential services, including road maintenance, snow removal, fleet maintenance, emergency response preparedness and more. Investing in this infrastructure will contribute to long-term sustainability and improved service delivery for our region.

Also, as partners in regional development and community well-being, we recognize the importance of collaboration to secure funding and resources for this project. We strongly encourage residents and St. Louis County Commissioners to prioritize this initiative. The Hibbing City Council is committed to assisting in any way possible, whether through advocacy, planning support or intergovernmental coordination.

Thank you for your leadership and dedication to improving public services in our region. We look forward to working together to make this vital project a reality for the benefit of all residents.

Please feel free to reach out if additional support or information is needed.

Sincerely,
Pete Hyduke, Mayor of Hibbing
petehyduke@hibbingmn.gov
218-969-3067



Request for Council Action

City Council Action

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Strategic Initiative

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Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Hibbing Chamber Hibbing Range Expo 2025 event

Brought to you by:



HIBBING RANGE EXPO 2025

SPONSORSHIP
OPPORTUNITIES
AVAILABLE!

MORE THAN
50 VENDORS
AND
25 CRAFTERS
LAST YEAR!!



SCAN ME!



SATURDAY, MAY 3, 2025

11AM - 4PM

Hibbing Memorial Building
400 E 23rd St., Hibbing

The Hibbing Area Chamber of Commerce is excited to invite your company to participate in the Hibbing Range Expo 2025! This family-friendly event allows vendors to advertise their business and organizations to thousands of potential customers!

This event will be a great opportunity for your company to showcase its products and services to a targeted audience that could increase your brand's visibility. It will also provide a platform for you to connect with other like-minded businesses and individuals, as well as gain exposure in the local media through our promotional activities.

Fair Information:

Location: Hibbing Memorial Building – Arena
400 E 23rd St., Hibbing, MN 55746

Date: Saturday, May 3, 2025

Time: 11:00 PM to 4:00 PM

To register: Submit the attached form, go to the event page on Hibbing.org, OR scan the QR Code using your phone's camera to follow the link.



SCAN ME!

Thank you in advance for your consideration, we look forward to seeing you at the event!

Sincerely,

Hibbing Chamber of Commerce

109 E Howard St.

Hibbing, MN. 55746

(218) 262-3895

info@hibbing.org



Perrella and Associates have been putting on the Hibbing Range Expo, formerly the Home Show, for the past 18 years. Perrella and Associates has passed the torch to The Hibbing Area Chamber of Commerce to continue this highly anticipated Expo for the years to come.



Request for Council Action

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Budgetary/Fiscal Impact

Action Requested

Attachments

1. LMC Annual Conference City Fest June 25-27

CELEBRATE CITIES



LMC.ORG/AC25

FOR EARLY BIRD RATES, REGISTER BY **MAY 2** AND SAVE!

JUNE 25-27

DULUTH

**DULUTH ENTERTAINMENT
CONVENTION CENTER**

MINNESOTA'S LARGEST CITY CONFERENCE!

**JOIN US FOR A CELEBRATION OF LOCAL GOVERNMENT
INNOVATIVE SESSIONS • NETWORKING OPPORTUNITIES • FESTIVAL FUN**



Request for Council Action

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ranger Party April 7, 2025, at Mancini's



RANGER★PARTY

HOSTED BY

★ THE IRON RANGE DELEGATION ★



Representative
Ben Davis



Senator
Robert Farnsworth



Representative
Spencer Igo



Senator
Justin Eichorn



Representative
Cal Warwas



Senator
Grant Hauschild



Representative
Roger Skraba

EVENT INFO

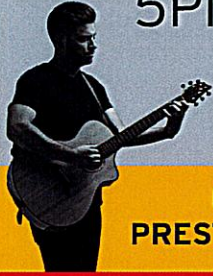
APRIL 7

Mancini's

531 7th St W, St Paul, MN 55102

(651) 224-7345

5PM - 7PM



Featuring Live music by
PRESTON GUNDERSON

SPONSORS




















SECOND HARVEST
NORTHLAND

Encouraged donation of \$30.00 for Second Harvest Northland Food Shelf

Page 60 of 342

From: Paul Peltier <paul@ramsmn.org>
Sent: Wednesday, March 19, 2025 11:32 AM
To: Paul Peltier
Cc: RAMS Office
Subject: Signup: RAMS Capitol Lobby Day and Ranger Party - April 7, 2025

Importance: High

You're invited: Please share with your colleagues and sign up today!

Monday April 7 - RAMS Capitol Lobby day and Ranger Party

RAMS is hosting a one-day event to bring member voices to the MN State Capitol! RAMS will provide transportation to meet with legislators making decisions about our area for you to make your voice heard! **Bonus: Get-to-know other members of RAMS, deepen your connection in the work we do together, and attend the Ranger Party!**

This event is open to all city councilors, mayors, town board supervisors, school board members, superintendents, and STAFF TOO!

[Registration Link](#)

Details:

9:30 a.m. - Participants check-in and board bus, Northeast Service Cooperative (Mt. Iron)

10:00 a.m. - Depart from the Range, NESC, Mt. Iron to St. Paul

- Boxed Lunch provided on bus

1:00 p.m. - Arrive at St. Paul Capitol

1:00 p.m. - 4:30 p.m. RAMS Lobby Day "Blitz" on the Hill.

- Three Lobby Day Tracks (pick one) and meet with specific legislators in that area:
 - Local Gov Track
 - Education Track
 - Mining, Environment, and Tourism Track

4:30 p.m. - Lobby Day Ends, Bus to Ranger Party (Mancini's Char House, St. Paul)

5:00 p.m. - 7:00 p.m. - Attend Ranger Party (legislators, everyone, including the lobby day bus people)

- Light dinner buffet provided at Ranger Party

7:00 p.m. - Bus leaves St. Paul, return to the Range

10:00 p.m. - Arrive NESC, Mt. Iron

[Registration Link](#)



Request for Council Action

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Action Requested

Attachments

1. Special Event Permit Application Hibbing College Foundation

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Hibbing Pickleball Outdoor Courts

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

This will be the 2nd annual Positively Picked Pickleball Tourny in Hibbing. Fundraiser for the non-profit (Hibbing College Foundation).

Date of Event: August 2, 2025

Refer media or citizen inquires to:

Melissa Versick

Telephone: 651-216-6829

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.

Melissa Versick, Director - Hibbing College Fdn.

Applicants Name & Title:

Director

Address: 1615 E. 25th St., Hibbing, MN

Mailing Address:

Affiliation: Hibbing College Foundation

Telephone: (day) 651-216-6829 (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.

na

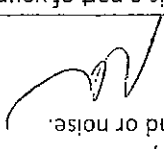
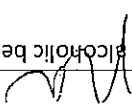
Name:		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans? ☐ Yes ☐ No		
Will this person be present at the event area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

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):	
Alternate days and dates: _____ _____ _____	
REQUESTED HOURS OF OPERATION: From: <u>Aug 2, 2025</u> a.m./p.m. To: <u>8</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>Aug 2, 2025</u> Time: <u>7 am</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: _____ 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 <u>during</u> 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). <i>(Should have toilets already)</i> ☐ 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. <i>na</i>	
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>	
☐ 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 - <i>provided by Public Works</i>)	
☐ 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; <i>location must be specified</i>	
☐ 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; <i>(Must contact Fire Marshal)</i>	
☐ 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. 		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:	
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	
ALCOHOL:			
ENTERTAINMENT:			

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. <i>(possible food trucks)</i>

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. <i>na</i>
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. <i>na</i>
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. <i>na</i>
☐ 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. <i>na</i>

☐ 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. <i>new</i>	
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. How Provided: <i>new</i> ☐ Medical Service ☐ 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>Possible food trucks - not confirmed yet, but will ensure they all have permits.</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. <i>na</i>
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." <i>na</i>
OTHER PERTINENT INFORMATION:



Request for Council Action

City Council Action

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Strategic Initiative

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Bluejackets Track & Field Booster Club Raffle Permit Application



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:	BLUEJACKETS TRACK & FIELD BOOSTER CLUB	
Type of Organization:	501C3	
Mailing Address:	800 EAST 21ST STREET	
City, State, Zip	HIBBING, MN 55746	
Contact Person:	AMBER BABICH	Daytime Phone Number: 218.208.8047
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:
CHEEVER FIELD

Dates of Activity:
MAY 15, 2025

Check Box or Boxes that Indicate the Type of Gambling Activity:



Raffle



Other

Price Per Ticket:
\$5

Total value of prizes to be awarded:
\$1,300

Types of Prizes:
CASH

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

Organization Representative

3/27/2025

Date



Registered as Excluded Raffle



Send to Council for Approval

25-04-01

Business Record Details »

Minnesota Business Name

Bluejackets Track and Field Booster Club

Business Type	MN Statute
Nonprofit Corporation (Domestic)	317A
File Number	Home Jurisdiction
1025963-2	Minnesota
Filing Date	Status
09/21/2004	Active / In Good Standing
Renewal Due Date	Registered Office Address
12/31/2026	800 E 21st Str Hibbing HS Athletic Dept Hibbing, MN 55746 USA
Registered Agent(s)	President
(Optional) Currently No Agent	Amber Babich HIBBING HS ATHLETIC DEPARTMENT 800 E 21ST ST HIBBING, MN 55746-1803 USA

Renewal History

Renewal History

Filing Date	Filing
03/23/2005	Annual Renewal - Nonprofit Corporation (Domestic)
09/11/2006	Annual Renewal - Nonprofit Corporation (Domestic)
04/07/2009	Annual Reinstatement - Nonprofit Corporation (Domestic)
01/09/2010	Annual Renewal - Nonprofit Corporation (Domestic)
01/29/2011	Annual Renewal - Nonprofit Corporation (Domestic)

Filing Date	Filing
2/24/2012	Annual Renewal - Nonprofit Corporation (Domestic)
1/3/2014	Annual Renewal - Nonprofit Corporation (Domestic)
4/10/2014	Annual Renewal - Nonprofit Corporation (Domestic)
9/8/2015	Annual Renewal - Nonprofit Corporation (Domestic)
10/30/2016	Annual Renewal - Nonprofit Corporation (Domestic)
3/22/2018	Annual Reinstatement - Nonprofit Corporation (Domestic)
5/10/2023	Annual Reinstatement - Nonprofit Corporation (Domestic)
2/22/2024	Annual Renewal - Nonprofit Corporation (Domestic)
2/1/2025	Annual Renewal - Nonprofit Corporation (Domestic)



Request for Council Action

City Council Action

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Strategic Initiative

Owner of Agenda Item

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Board/Commission/Committee Actions(s):

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Action Requested

Attachments

1. Hibbing/Chisholm Breakfast Rotary Raffle Permit Application

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

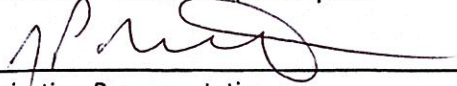
ORGANIZATION INFORMATION

Name of Organization:	Hibbing / Chisholm Breakfast Rotary	
Type of Organization:	Non Profit	
Mailing Address:	P.O. Box 135	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Jeff Ronchetti	Daytime Phone Number: 218-966-8748
Have you conducted other raffles this year	no	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Hibbing National Guard Armory
Dates of Activity:	May 1, 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	\$10.00
Total value of prizes to be awarded:	\$1500
Types of Prizes:	Fishing Related Items / 2 Day Weekend Nelson's Resort Crane Lake

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

March 25, 2025

 Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Blessed Sacrament Church Raffle Permit Application



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:	Blessed Sacrament Church	
Type of Organization:	Nonprofit	
Mailing Address:	2310 7th Ave E	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Susie Marchetti	Daytime Phone Number: 218-262-5541
Have you conducted other raffles this year	Yes	If YES, What is the total amount of prizes this year, including this Raffle \$2,500

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Blessed Sacrament Church St. Leo's Social Hall
Dates of Activity:	May 16, 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	Varies \$5-\$10
Total value of prizes to be awarded:	\$4000
Types of Prizes:	Cash and bottles-alcohol and Non-alcoholic

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



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Hibbing Historical Society Raffle Permit Application



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 Historical Society	
Type of Organization:	501(C)(3)	
Mailing Address:	400 East 23rd Street	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Joe Keyes	Daytime Phone Number: (218) 262-5206
Have you conducted other raffles this year	NO	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:
The Androy by Boomtown
Dates of Activity:
Friday, May 2, 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:
☒ Raffle ☐ Other _____
Price Per Ticket:
\$2.00
Total value of prizes to be awarded:
\$500
Types of Prizes:
Gift Baskets

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

Joe Keyes
Organization Representative

03/28/2025
Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Raffle Mr Nicks

RAFFLE REQUEST

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

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Hibbing Area Chamber of Commerce	
Type of Organization:	Non Profit	
Mailing Address:	109 East Howard Street	
City, State, Zip	Hibbing MN 55746	
Contact Person:	Shelly Hanson	Da lme Phone Number: 218-262-3895
Have you conducted other raffles this year	yes	If YES, What is the total amount of prizes this year, including this Raffle 3,600

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Mr Nicks Corner Bar
Dates of Activity:	July 10, 2025
Check Boxes to indicate the Type of Gambling Activity:	☒ Raffle ☐ ther
Price Per Ticket:	\$100
Total value of prizes to be awarded:	\$7000
Types of Prizes:	Cash

3/16/2025

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 available upon request.

Organization Representative
Shelly Hanson

25_ d
Date

D Registered as Excluded Raffle

Send to Council for Approval



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Peddler/Transient Merchant License Request Cappy's Kettle Corn



WE'RE ORE AND MORE.

City of Hibbing

APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

Fee: \$50.00 day per person or \$250.00 annual

Payable to: City of Hibbing

License Requires Council Approval

This Application for a City license to conduct business as a peddler or transient merchant shall be made at least 14 regular business days before the applicant desires to begin conducting business. This Application must be signed by the applicant and must include the following information:

1. Applicant's full legal name: David Patrick Capanoli
2. All other names under which the applicant conducts business or to which applicant officially answers. Cappy's Kettle Corn
3. A physical description of the applicant:
Hair Color: Brn. Height: 5'10" Weight: 165
Eye Color: Brn. Distinguishing Marks/Features: none
4. Full address of applicant's permanent resident.
2630 4th Ave E Hibbing MN 55746
5. Telephone number of applicant's permanent residence. 218-966-1053
6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
Cappy's Kettle Corn
7. Full address of applicant's regular place of business (if any).

8. Any and all business related telephone numbers of the applicant. 218-966-1053

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

Kettle Corn vending Business

10. Please check one: ☒ Annual license ☐ Daily license

11. The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the City (maximum 14 consecutive days). March - now

12. Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up business.

Contact Information: Phone 218-966-1053

Location: corner of 25th ST. & 1st Ave old Sampson Gas Station

13. A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.

none

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

a. Same Location Last year

b. Land of Loon Festival

c. St Louis Co. fair

15. Proof of any required County license.

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant. DAVID SAMSON [Signature]

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

Popcorn Products Hawaiian shave ice cotton candy

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

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

W663268415615 Drivers license no.
8745273 Business license no.

20. The license plate number, registration information, and vehicle identification number for any vehicle to be used in conjunction with the licensed business and a description of the vehicle.

concession stand license 4728CLT
vehicle ID no. 48BTE182X BA118408

Applicant's Signature: David Capanoli

Applicant's Printed Name: David Capanoli

Date Application Signed: 3/24/25

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____



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. Massage Therapy License Request Sabrina Felten

CITY OF HIBBING



MASSAGE THERAPY LICENSE

Fee: Payable to the City of Hibbing

☐	Initial Application Fee (first time applying for City license) <i>done new this a number of yrs ago</i>	\$50.00
☒	Establishment:	Annual License Fee \$50.00
	Second or more place of business	\$50.00
☒	Therapist:	Annual License Fee \$50.00

Message Therapist Information:

Name: Sabrina B (Pogones) Felten
First Middle Initial (Maiden) Last

Home Address: 5126 1st Ave. Hibbing MN 55746
Street City State Zip

Contact Number: 218-349-7717

aheavenlytouchmassage@hotmail.com

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

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

Business/Establishment Information:

Balance
out of Massage Office: I rent a Room

Business Name: A Heavenly Touch Massage

Business Address: 1101 E 37th St. Ste 1 Hibbing MN 55746
Street City State Zip

Business Phone Number: 218-349-7717

Sabrina Felten
Applicant Signature

3-20-25
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

1. Massage Therapy License Request Ann Timmerman

CITY OF HIBBING



MASSAGE THERAPY LICENSE

Fee: Payable to the City of Hibbing

☐	Initial Application Fee <i>(first time applying for City license)</i>	\$50.00
☒	Establishment:	
	Annual License Fee	\$50.00
	Second or more place of business	\$50.00
☒	Therapist:	
	Annual License Fee	\$50.00

Message Therapist Information:

Name: Ann M Bozich Timmerman
First Middle Initial (Maiden) Last

Home Address: 3916 3rd Ave E. Hibbing Mn 55746
Street City State Zip

Contact Number: 218-969-3096

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

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

Business/Establishment Information:

Business Name: Red Oak Massage by Ann Timmerman LLC

Business Address: 1101 E. 37th St. Hibbing Mn 55746
Street City State Zip

Business Phone Number: 218-969-3096

Ann Timmerman

Applicant Signature

3-14-25

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

1. Sidewalk Sales and Car Show 2

City of Hibbing
SPECIAL EVENT Permit Application

0 **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.

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

0 RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Jubilee Sidewalk Sale & Car Show
Date of Event:	Friday July 11 2025
Location of Event:	100 to 500 Block Howard Street
Organizer:	Hibbing Area Chamber
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone: 218-262-3895

0 **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	218-421-3942
Sanitation Dept.	John Yurelich	218-362-5991
Public Works Dept.	John Yurelich	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: 100 to 500 Block of Howard Street

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:	
Buisness and Vendors to place merchandise on sidewalks for sales event. Event will include food vendors and children activities. SHifters Car Club will have cars on the 200 block from 4:00 to 7:00 pm	
Date of Event: Friday July 11, 2025	
Refer media or citizen inquires to: Shelly Hanson	Telephone: 218-262-3895
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 itsor their behalf.	
ApplicantsName& Title: Shelly Hanson	
Address: 109 East Howard Street Hibbing MN 55746	
Mailing Address:	
Affiliation: Hibbing Area Chamber of Commerce	
Telephone: (day) 218-262-3895 (evening) 218-969-3905	
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 productionof the proposed special event. Make additional copiesof the next sheet as needed to include all the principals involved in the proposed special event.	

Name: Shelly Hanson		
organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Howard Street		
Daytime Phone: 218-262-3895	Evening Phone: 218-969-3905	Other:
Title and Functional Responsibility with Regard to the Event: President		
Will this person have authority to cancel or greatly modify event plans?		esONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

Name: Gabriella Hauser		
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Howard Street		
Daytime Phone: 218-262-3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans?		YesONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

Name: Candice Brown		
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Howard Street		
Daytime Phone: 218-252-3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Social Media Marketing		
Will this person have authority to cancel or greatly modify event plans?		YesONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE <i>(first choice)</i> : No Alternate Date	
Alternate days and dates: • _____ • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>7:00</u> a.m. / p.m. To 700PM 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: Thursday Time: <u>7:00</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 D Attached	
Anticipated number of Participants: _____ 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 <u>during</u> 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.
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
☐ 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 - <i>provided by Public Works</i>)
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;	
I Trash containers (indicate number):	
I 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.
	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? 0 Yes No
	Temporary Liquor License Applied For?
	BEER ☐ Yes 0 No
	COMMUNITY FESTIVAL LICENSE 0 Yes 0 No
	TEMPORARY ON SALE ☐ Yes 0 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? 0 Yes 0 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. We will coordinate with the Hibbing Police Department
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. Will be done by 7 00 PM
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.

r 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.

NA

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.

M e d i c a l S e r v i c e

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:
Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. Food Vendors who have registered and provided proper permits to the city for the following days events will be allowed to participate.
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. Google Doc Sign up registration. Food Vendors will be vetted according to the City of Hibbing policies. We will regulate the number by using our open space map.
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." Downtown business will be notified and welcome to include their sale items.
OTHER PERTINENT INFORMATION:



Request for Council Action

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Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Festival on 5th and Kids Carnavil 2

City of Hibbing
SPECIAL EVENT Permit Application

0 **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.

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

0 RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Jubilee Festival on Fifth & Kids Carnival
Date of Event:	Saturday July 12 2025
Location of Event:	City Town Hall
Organizer:	Hibbing Area Chamber
Organizer Contact Information:	Home Phone: Work Phone: Cell Phone: 218-262-3895

0 **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	218-421-3942
Sanitation Dept.	John Yuretich	218-362-5991
Public Works Dept.	John Yuretich	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Lawn of City Hall and 5th Avenue East by Public library

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:	
Craft Fair on 5th Avenue between the Library and City Hall. A kids Carnival with games on the lawn of city hall.	
Date of Event: <u>Saturday July 12, 2025</u>	
Refer media or citizen inquires to: <u>Shelly Hanson</u>	Telephone: 218-262-3895
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.	
ApplicantsName& Title: Shelly Hanson	
Address: 109 East Howard Street Hibbing MN 55746	
Mailing Address:	
Affiliation: Hibbing Area Chamber of Commerce	
Telephone: (day) 218-262-3895 (evening) 218-969-3905	
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: Shelly Hanson
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce
Mailing Address: 109 East Howard Street
Daytime Phone: 218-262-3895 Evening Phone: 218-969-3905 Other:
Title and Functional Responsibility with Regard to the Event: President
Will this person have authority to cancel or greatly modify event plans? esONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo

Name: Gabriella Hauser
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce
Mailing Address: 109 East Howard Street
Daytime Phone: 218-262-3895 Evening Phone: Other:
Title and Functional Responsibility with Regard to the Event:
Will this person have authority to cancel or greatly modify event plans? esONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo

Name: Candice Brown
organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce
Mailing Address: 109 East Howard Street
Daytime Phone: 218-262-3895 Evening Phone: Other:
Title and Functional Responsibility with Regard to the Event: Social Media Marketing
Will this person have authority to cancel or greatly modify event plans? YesONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE (<i>first choice</i>): No Alternate Date	
Alternate days and dates: • _____ • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>10:00</u> a.m. / p.m. To <u>6:00 PM</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>Saturday,</u> <u>Time: 800</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 D Attached	
Anticipated number of Participants: 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:
1 Attach your "Plan for Clean-Up/ Material Preservation". Include number, type and location of trash containers to be provided for the event. 1 Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event. Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. 1 Indicate who and how many will be responsible for cleaning up the event after the event. 1 Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event). 1 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.
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
1 If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
1 If a route is involved, the places where buses or trains need to be considered;
1 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 - <i>provided by Public Works</i>)
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, including the intended hours of the music, sound or noise.
	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. We will coordinate with the Hibbing Police Department
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. Will be done by 6:00 PM
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.

1 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.

SPECIAL EVENT APPLICATION 01/03/2022

NA

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

☐ 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.

Food Vendors who have registered and provided proper permits to the city for the following days events will be allowed to participate.

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. Google Doc Sign up registration. Food Vendors will be vetted according to the City of Hibbing policies. We will regulate the number by using our open space map.

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:

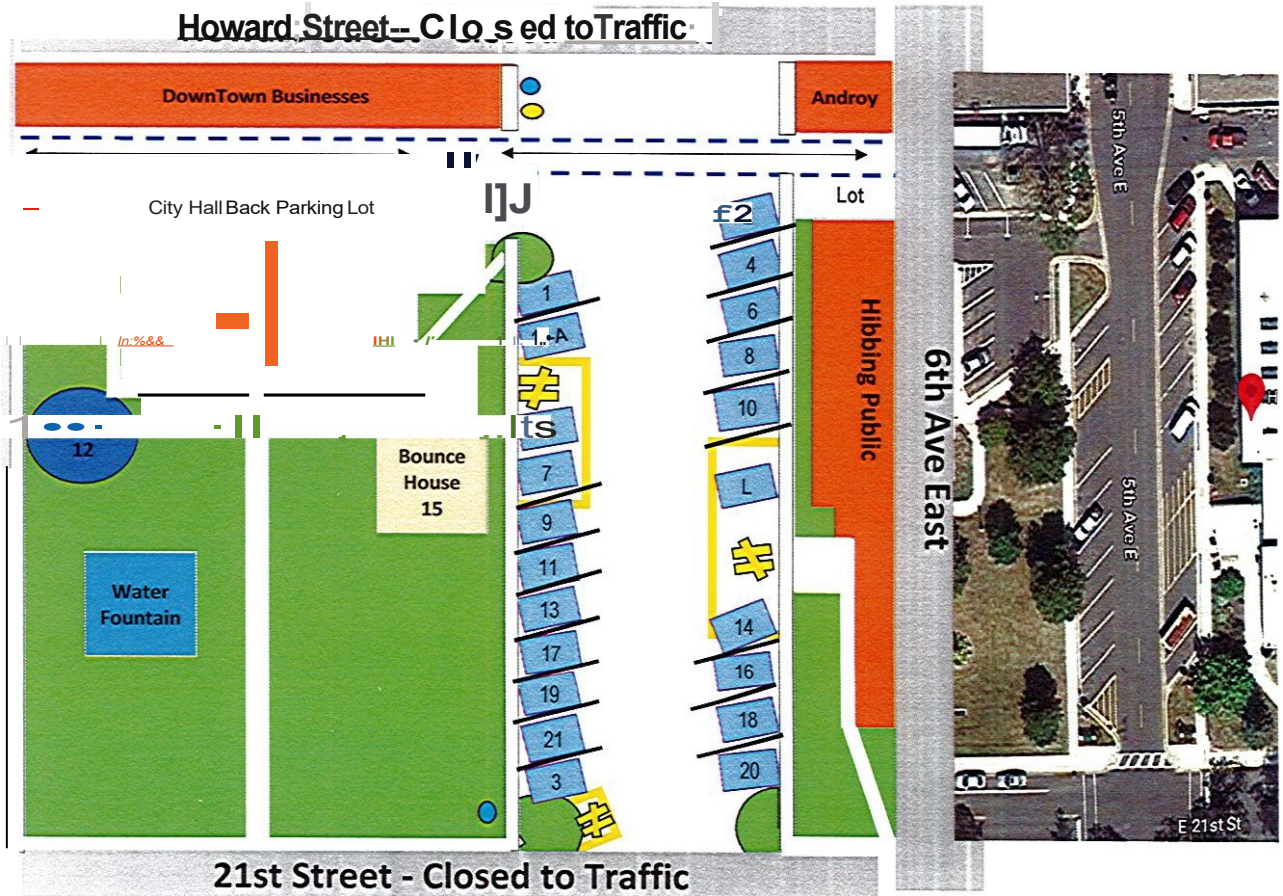


2025 Hibbing Jubilee: Festival on Fifth Vendor Show

Saturday, July 12, 2025 10:00 a.m.-6:00 p.m.
 Kids Carnival 10:00 AM to 1:00 PM
 Vendors in RED are not confirmed

Grafters & Vendors

- D Crafts/Vendors
- 0 Portable Johns
 Blue-Regular
 Yellow-Accessible
- Emergency Services
- Barricades





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. Parade Permit 2

City of Hibbing
SPECIAL EVENT Permit Application

0 **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.

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

0 RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Jubilee Parade
Date of Event:	Saturday July 12 2025
Location of Event:	First Avenue and Howard Street
Organizer:	Hibbing Chamber of Commerce
Organizer Contact Information:	Home Phone:218-262-3895 Work Phone: Cell Phone:218-969-3905

0 **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	218-421-3942
Sanitation Dept.	John Yuretich	218-362-5991
Public Works Dept.	John Yuretich	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

0 Applications MUST BE FILLED OUT COMPLETELY & All NECESSARY REQUIREMENTS ATTACHED

LOCATION OF EVENT: First Avenue and Howard Street

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:	
Parade	
Date of Event: Saturday July 12 2025	
Refer media or citizen inquires to: Shelly Hanson	Telephone: 218-262-3895
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.	
ApplicantsName& Title: Shelly Hanson	
Address: 109 East Howard Street Hibbing MN	
Mailing Address:	
Affiliation: Hibbing Area Chamber of Commerce	
Telephone: (day) 218-262-3895 (evening) 218-969-3905	
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: Shelly Hanson		
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Howard Street Hibbing		
Daytime Phone: 218-262-3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: President		
Will this person have authority to cancel or greatly modify event plans?		esONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

Name: Gabriella Hauser		
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Howard Street		
Daytime Phone: 218-262-3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans?		☐ YesONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

Name: Candice Brown		
Organization/Business/Agency/Affiliation: Hibbing Area Chamber of Commerce		
Mailing Address: 109 East Hoard Street		
Daytime Phone: 218-262-3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Membership and Marketing Coordinator		
Will this person have authority to cancel or greatly modify event plans?		YesONo
Will this person be present at the event area or areas and in charge of the event at all times Yes ONo		

REQUESTED EVENT COMPONENTS:	
REQUESTED DAY AND DATE <i>(first choice):</i> Saturday July 12 2025	
Alternate days and dates: • <u>na</u> • _____ • _____	
REQUESTED HOURS OF OPERATION: From: <u>3:00</u> a.m. / p.m. To <u>5:00</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: Saturday July 12 Time: <u>1:00</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. D 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	D Attached
Anticipated number of Participants: _____	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. - I Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event. - I Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. - I Indicate who and how many will be responsible for cleaning up the event after the event. 1- 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. <i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
I If a route is involved, the places where buses or trains need to be considered;
I 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 - <i>provided by Public Works</i>)
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</u> the intended hours of the music, sound or noise. 3:00 to 5:00 PM
	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 <i>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? D 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. D 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 coordinate with the Hibbing Police Department
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. Will be done by 5:00 PM
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. NA
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.

I. 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.
NA

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

☐ 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.

Food Vendors who have registered and provided proper permits to the city for the following days events will be allowed to participate.

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.
Google Doc Sign up registration. Food Vendors will be vetted according to the City of Hibbing policies. We will regulate the number by using our open space map

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

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. DOC031625

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:	Range Expo	
Date of Event:	May 3, 2025	
Location of Event:	Memorial Building	
Organizer:	Hibbing Chamber	
Organizer Contact Information:	Home Phone: 218-262-3895 Cell Phone:	Work Phone: Same

☒ **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: Memorial Building

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

Range Expo Home and Business Vendor event

Date of Event: May 3, 2025

Refer media or citizen inquires to:

Shelly Hansen Telephone: 218 262 3895

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:

Shelly Hansen, President

Address: 109 E Howard Street Hibbing

Mailing Address:

Affiliation: Hbg chamber

Telephone: (day) 218 262 3895 (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: Gabriella Houser		
Organization/Business/Agency/Affiliation: Hbg chamber		
Mailing Address:		
Daytime Phone: 218 262 3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Office Coordinator		
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: Candice Brown		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone: 218 262 3895	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Social Media		
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):

May 3, 2025

Alternate days and dates:

- NA
- _____
- _____

REQUESTED HOURS OF OPERATION:From: 11:00 a.m. / p.m. To 4:00 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: Fridy May 2, 2025 Time: 10:00 a.m. / p.m.
Saturday May 3, 2025 8:00 AM to 11:00 AM

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: _____ 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; *By Tom Sullivan*
- ☐ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☒ Event participant and/or spectator parking areas; *Mimral Bldg Parking lot*
- ☐ 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, including the intended hours of the music, sound or noise. <u>NA</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. (<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). <i>Tom Sullivan Concession Manager @ Memorial</i>
	A health permit may be required from either the State of MN or St. Louis County. <i>Big</i> ☐ 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.
Set up will happen the Friday before by Staff + Volunteers

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: Hibbing Medical
 Name of Representative: _____
 Address: _____
 Phone Numbers: _____

Indicate medical services that will be provided for the event.

Medical Service

How Provided:

- ☐ Ambulance
☐ Doctors
☐ Nurses
☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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

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. *NA*

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."

will work w/ Hbg P.D.

OTHER PERTINENT INFORMATION:



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. Washington In your Neighborhood

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 Departments 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:	Washington In Your Neighborhood	
Date of Event:	April 29, 2025	
Location of Event:	Brooklyn Park	
Organizer:	Christa Esley	
Organizer Contact Information:	Home Phone: Cell Phone:	Work Phone:

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

DEPARTMENT	CHECK IN WITH CITY CONTACTS TO DISCUSS YOUR NEEDS FOR YOUR EVENT	CONTACT #
Hibbing Police Dept.	Police Chief Steve Estey	218-262-0285
Fire Department	Fire Marshal Shawn Nickila	218-421-3942
Sanitation Dept.	John Yurecich/Jim Watkins	218-362-5991
Public Works Dept.	John Yurecich/Jim Watkins	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: Brooklyn Park

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

Washington In Your Neighborhood
An event to bring together students, their families & staff in their neighborhood

Date of Event: 4-29-26

Refer media or citizen inquires to:
Washington ELC PTO (FB) Telephone: (218) 208-0843

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: Christi Estey PTO President

Address: 2100 12th Ave E Hibbing

Mailing Address: 1703 14th Ave E. Hibbing

Affiliation:

Telephone: (day) 969-1255 (evening) 969-1255

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 benefits the event are 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>Washington ELC PTO</u>		
Organization/Business/Agency/Affiliation:		
Mailing Address: <u>2100 12th Ave E. Hibbing, MN</u>		
Daytime Phone: <u>(218) 208-0843</u>	Evening Phone: <u>—</u>	Other:
Title and Functional Responsibility with Regard to the Event: <u>Run + organize it.</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 <i>(first choice):</i>	
Alternate days and dates:	
•	_____
•	_____
•	_____
REQUESTED HOURS OF OPERATION:	
From: <u>3:30</u> a.m. / <u>p.m.</u>	To <u>5:30</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>4-29-25</u>	Time: <u>3:00</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: _____	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	
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. 3:30-5:30pm.
	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: _____
ALCOHOL:	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). <i>grilling hot dogs, water, chips</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 cook food in the event area, describe your area layout, including fuel or If electrical sources to be used. <i>grill with propane</i>

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.

SRO is always welcome + Steve Esten is a parent

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.

X

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.

X

☐ 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

☐ Doctors

☐ Nurses

☐ Paramedics

Parents / all

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."

It's never been an issue before.

OTHER PERTINENT INFORMATION:



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. Police Academy

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:	Range Youth Police Academy
Date of Event:	July 7th - August 18th
Location of Event:	Hibbing Police Department
Organizer:	Rachael Shiek
Organizer Contact Information:	Home Phone:(218) 403-7582 Work Phone: Cell Phone:(218) 421-4789

☒ **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 Police Department & Hibbing Memorial Building

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

The youth police academy is an innovative program that provides young people on the Range with an opportunity to train with police officers during the summer. This helps to lead to positive relationships between Police Officers and the city's youth. The youth police academy enhances responsible citizenship, provides positive interaction with police officers and educates young people

Date of Event: July 7, 2025 to August 18, 2025 (every Monday from 0800-1200 hrs)

Refer media or citizen inquires to:

Rachael Shiek

Telephone: 218-403-7582

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: Investigator Rachael Shiek

Address: 1810 12th Avenue East, Hibbing MN 55746

Mailing Address:

Affiliation: Hibbing Police Department

Telephone: (day) (218) 403-7582 (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: Rachael Shiek		
Organization/Business/Agency/Affiliation: Hibbing Police Department		
Mailing Address: 1810 12th Avenue East, Hibbing MN 55746		
Daytime Phone: 218-403-7582	Evening Phone: 218-421-4789	Other:
Title and Functional Responsibility with Regard to the Event: Coordinator of this weekly program. Training youths about different aspects of law enforcement, forensic examiners, medical, dispatch centers and courtroom proceedings.		
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> :
Alternate days and dates: • July 7, 2025 through August 18, 2025 (every Monday) • _____ • _____
REQUESTED HOURS OF OPERATION: From: <u>8:00 am</u> a.m. / p.m. To <u>12:00 Noon</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>Every Monday</u> Time: _____ 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>12-20</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): _____	
☐ 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 <u>intended hours</u> of the music, sound or noise.
	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. Set up will be at the Hibbing Police Department or The Memorial Building. Set up will require minimal time and will not interfere with anyone's day to day business within the city of Hibbing,
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: Hibbing Police Department / Hibbing Fire Department

Name of Representative: Rachael Shiek and Kristi McCormick

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

- ☐ Ambulance
☐ Doctors
☐ Nurses
☒ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:
Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. 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." N/A
OTHER PERTINENT INFORMATION:
I request for the city to provide the following for the participants of this event: - snacks and beverages for each training day (total of 7 days) - youth academy shirts for each participant and a few promotional items - waive the fee for the use of the Memorial Building for two trainings (building searches and CPR) - waive the fee for the transport (City of Hibbing Bus) of the participants to and from the Hibbing Police Department for three trainings, within the City of Hibbing but outside of the Police Department



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

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. MN0008 Tobacco Retail Lic Application 2025- Executed

MINNESOTA • REVENUE

CT102

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Print or type

Business information

Statement of understanding

Sign here

Applicant's Minnesota tax ID number

7447393

The Minnesota tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

License number

Period covered

Date of issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

☒ Over counter☐ Through vending machine☐ Both

Licensee's legal name

CAPL Retail LLC

Federal employer ID number (FEIN)

84-4510030

Business trade name (doing business as)

Express Lane

Daytime phone

610-625-8100

Complete address of business location (permit location)

3017 1st Ave.

County

Saint Louis

Other phone number

City

Hibbing

State

MN

Zip code

55746

Fax number

Mailing address (if different than business address)

645 Hamilton Street, Suite 400

City

Allentown

State

PA

Zip code

18101

Email address

licenses@caplp.com

Type of legal organization (check one):

☐ Sole proprietor☐ Minnesota corporation: Enter date of incorporation _____☐ Partnership☒ Out-of-state corporation: State of incorporation DE☒ Other (describe) LLCAre you registered to do business in Minnesota? ☒ Yes ☐ No

Corporate officers or partners (attach a list if necessary) **See attached**

Name

Title

Address

City

State

Zip code

Name

Title

Address

City

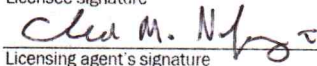
State

Zip code

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee signature



Title

President & CEO

Print name

Charles M. Nifong, Jr.

Date

3-25-25

Daytime phone

610-625-8160

Licensing agent's signature

Title

Print name

Date

Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail or fax a copy of approved form to:

Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

CAPL Retail LLC
Corporate Officers

Charles M. Nifong, Jr.- President & CEO
1043 Wellington Terrace, Allentown, PA 18103

Maura Topper- Chief Financial Officer
223 Buck Lane, Haverford, PA 19041

Jonathan E. Benfield- Chief Accounting Officer & Secretary
429 Sawgrass Drive, Allentown, PA 18104

Jade Hu- Director of Tax
62 Puline Lane, Hackettstown, NJ 07840

Client#: 1950070

CROSSAME2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest, Inc. 14241 Dallas Pkwy, STE 700 Dallas, TX 75254 214 443-3100	CONTACT NAME: Kimberly Heard	
	PHONE (A/C, No, Ext): 972 588-6456	FAX (A/C, No):
	E-MAIL ADDRESS: kimberly.heard@usi.com	
INSURED CAPL Retail LLC dba Express Lane 645 Hamilton Street, Suite 500 Allentown, PA 18101	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC # 24147
	INSURER B: Transverse Specialty Insurance Company	41807
	INSURER C: Endurance American Insurance Co.	10641
	INSURER D: Westchester Fire Insurance Company	10030
	INSURER E: Liberty Insurance Underwriters, Inc.	19917
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			MWZY31548725	03/01/2025	03/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31734025	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR			EMR0000024302	03/01/2025	03/01/2026	EACH OCCURRENCE \$5,000,000
C	☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ELD30001646505	03/01/2025	03/01/2026	AGGREGATE \$5,000,000 5,000,000/Oc \$5,000,000 Agg
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC31548625	03/01/2025	03/01/2026	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			G7180110A006	03/01/2025	03/01/2026	10,000,000 Occr/Aggr
E	Excess Liability			100041284406	03/01/2025	03/01/2026	10,000,000 Occr (Getty) 10,000,000 Aggr (Getty)

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

** Excess Liability Information **

E) 100041284406 - Eff Date: 03/01/2025 Exp Date: 03/01/2026

final \$10,000,000 is over Getty locations on file only

The General Liability and Auto Liability policies include a blanket automatic additional insured (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Hibbing 401 East 21st Street Hibbing, MN 55746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

endorsement that provides additional insured status to any person or organization for which insured is obligated by a written agreement.

The General Liability policy provides coverage as primary and non-contributory when obligated under a written agreement for the additional insured.

The General Liability, Auto Liability and Workers Compensation policies include Waiver of Subrogation endorsements in favor of any person or organization for which insured is obligated by a written contract to procure said waiver.

Excess Liability follows form to General Liability, Auto Liability and Employers liability.

30 day notice of cancellation to the certificate holder(s) with mailing addresses on file with the agent of record, except 10 days for non-payment with regards to General Liability, Auto Liability and Workers Compensation.

The contractual liability exclusion in the policy does not apply to liability for damages assumed in a contract or agreement that is an "insured contract" provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. The term "insured contract" is defined in the policy.

The Workers Compensation policy includes a blanket alternate employer endorsement where specified by written contract.

Additional Named Insured: CAPL Retail, LLC

RE: MN0008 - 3017 1st Ave., Hibbing, MN 55746 (Tobacco Permit Applications)



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. Letter of Support SF 2045 Equal Access to Broadband Act 4 2 2025



April 2, 2025

The Honorable Aric Putnam
Chair, Agriculture, Veterans, Broadband, and Rural Development
95 University Avenue W.
Minnesota Senate Bldg., Room 3215
St. Paul, MN 55155

Re: SF 2045 – Equal Access to Broadband Act

Dear Chair Putnam and Committee Members,

The City of Hibbing is pleased to support SF 2045, the Equal Access to Broadband Act. It is time to refresh the local franchising laws to recognize the changing communications landscape and that broadband is the future. SF 2045 will allow cities to franchise broadband similarly to how cable systems are currently franchised. Cable franchising resulted in residents having the same quality of cable television service. As technologies have converged into broadband, the law needs to be refreshed to allow local franchising of broadband with the goal of ensuring that all residents of every city have equal access to the same quality of broadband service.

Thank you for your consideration of the Equal Access to Broadband Act. We urge the committee to support this important legislation.

Sincerely,

Mayor Pete Hyduke
City of Hibbing



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Approve the Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance with Miriam Kero Consulting in the amount of \$3,862.50.

Description of Agenda Item

Approve the Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance with Miriam Kero Consulting in the amount of \$3,862.50.

Strategic Initiative

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

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify and has undertaken planning to redevelop the housing at the Greenhaven site. Further, the HRA has secured \$26.5M in funding for Cobb Cook Place, phase 1 of this redevelopment project for the first 52 units.

In July of 2024, the city made a resolution to dedicate Parcel ID: 139-0050-04676 for constructing these 52 units of much-needed workforce housing. Further, the council resolved to convey this parcel to the HRA to build their new housing development and undertake the necessary work to ensure the parcel is shovel ready at no cost. Part of this site work that must be done to convey a shovel-ready site is to build a road to the site. Due to the expense of this road, staff is requesting assistance with writing a grant request to secure outside funding for the road construction and other necessary utility extensions.

Board/Commission/Committee Actions(s):

Approve the Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance with Miriam Kero Consulting in the amount of \$3,862.50.

Budgetary/Fiscal Impact

The amount of \$3,862.50 will be submitted for reimbursement to the IRRR Mineral Amendment grant secured by the city of Hibbing in 2024.

Action Requested

Approve the Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance with Miriam Kero Consulting in the amount of \$3,862.50.

Attachments

1. Miriam Kero_Grant Writing Proposal Gr MN Housing Infrastructure 2025



Miriam Kero
Miriam Kero Consulting
208 East Park Drive
Hibbing, MN 55746

March 11, 2025

Betsy Olivanti
Community Development Director
City of Hibbing
401 East 21st St
Hibbing, MN 55746

Re: Proposal for 2025 Greater MN Housing Infrastructure Grant Application Writing Assistance

Dear Betsy,

Thank you for the opportunity to submit a proposal to the city of Hibbing for grant writing services. This document outlines the proposed scope of work and exclusions for assistance in writing a 2025 Greater Minnesota Housing Infrastructure grant application. Applicants may apply for 50 percent of Capital Costs of eligible infrastructure projects up to \$500,000. The intended use of Hibbing's grant award would be to fund public infrastructure for the Hibbing HRA project.

SCOPE OF WORK

Task 1: Miriam Kero will orchestrate a kickoff meeting with the Community Development Director after release of the application first quarter of 2025.

Task 2: Miriam Kero will obtain information as needed and draft grant application text.

Task 3: Miriam Kero will provide draft grant application text to the Community Development Director, and Kero will coordinate a review meeting of the text.

Task 4: Miriam Kero will make final revisions and provide the final application text to the city for submission/submit the application.

EXCLUSIONS

The Community Development Director will facilitate the timely digital signature by needed signatories.

The city will provide any necessary details for the application.

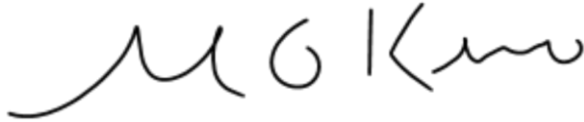
Grant reporting will be completed by the city.

COST ESTIMATE

SCOPE OF WORK	Subtotal	HOURS
Task 1: Miriam Kero will orchestrate a kickoff meeting with the Community Development Director after release of the application first quarter of 2025.	515	4
Task 2: Miriam Kero will obtain information as needed and draft grant application text.	2575	20
Task 3: Miriam Kero will provide draft grant application text to the Community Development Director, and Kero will coordinate a review meeting of the text.	515	4
Task 4: Miriam Kero will make final revisions and provide the final application text to the city for submission/submit the application.	257.5	2
Total	3862.5	30

Thank you for the opportunity to assist with this project. Please let me know if you have any questions or comments with respect to this proposal.

Sincerely,



Miriam Kero
Owner, Miriam Kero Consulting



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. Cooperative Agreement with HPU for 23rd St Project



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes – Cooperative Agreement and Exhibit A

Main Agenda x

Consent Agenda _____

Description of Agenda Item:

Cooperative Agreement between the City of Hibbing and Hibbing Public Utilities for the 23rd Street Project.

Strategic Initiative: To have a formalized agreement with the Hibbing Public Utilities for combined projects.

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

Jesse Story, Hibbing City Engineer, jstory@ci.hibbing.mn.us, 218-262-3486

Introduction/Background/Justification/Key Issues/Legal

We would like to have a formal agreement with the Hibbing Public Utilities when we partner on projects. The agreement spells out the financial obligations by each entity prior to the start of construction.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact:

Action Requested:

I am asking the city council to approve the Mayor, Clerk and Administrator to sign the Cooperative Agreement.

**CITY OF HIBBING, MINNESOTA
AND
HIBBING PUBLIC UTILITIES, MINNESOTA**

COOPERATIVE PROJECT AGREEMENT

THIS COOPERATIVE PROJECT AGREEMENT (“Cooperative Agreement”) is made effective as of the 2nd day of April, 2025 by and between the **City of Hibbing, Minnesota** acting through its City Council (“City”) and the **Hibbing Public Utilities, Minnesota** (“Utility”) acting through its Board of Commissioners in response to the following situation:

A. The City, with a resolution of support from the Utility, may award a contract for construction of a municipal project within City limits that includes work on Utility jurisdictional infrastructure (electric, gas, steam, and watermain). The project includes the full street rehabilitation of East 23rd Street from 1st Avenue East to 9th Avenue East, along with the maintenance, replacement and installation of electric, gas, steam facilities, watermain, and other associated construction according to the City’s prepared plans, specifications and special provisions designated by Project number SAP 131-185-009, hereby referred to as the “City Project”.

B. The City and Utility have mutually agreed that the completion of said improvements jointly as one project is cost effective and efficient for both parties and that the Utility has prepared plans, specifications, and special provisions for the Utility improvements (Utility Project) which shall be incorporated into the City plans, specifications, and special provisions for purposes of bidding, contracting, and constructing the project.

C. The City Project and Utility Project may be referred to as the “Project” when both the City Project and the Utility Project are referenced at the same time.

D. The City will pay all the costs of the City Project and associated engineering services.

E. The Utility will pay all the costs of the Utility Project and associated engineering services.

AGREEMENT

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits.

1.1. **Effective Date.** This Agreement will be effective the date all signatures are affixed hereto and pertains to all preliminary engineering work related to the Project performed prior to the Effective Date of this contract.

1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated for the City Project and the Utility Project have been approved by the City Engineer and General Manager and are on file in the office of the City Clerk and in the office of the General Manager and are incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** The summary of estimated construction costs of the City Project (State Aid) and the Utility Project (Non-Participating) are shown on Exhibit A attached hereto.

2. **Contract Award and Administration.**

2.1. **Direction, Supervision and Inspection of Construction.**

2.1.1. **Supervision and Inspection by the City.** The City will direct and supervise all construction activities performed under the construction contract for the City Project. All contract construction will be performed according to the Project Plans.

2.1.2. **Supervision and Inspection by the Utility.** The Utility will direct and supervise all construction activities performed under the construction contract for the Utility Project. All contract construction will be performed according to the Project Plans.

2.2. **Plan Changes, Additional Construction, Etc.**

2.2.1. The City will make changes to the Project Plans and contract construction, which may include the Utility Project construction covered under this Agreement and will enter into any necessary addenda and change orders with the City's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. Any and all changes to the Utility Project that may be necessary shall be developed and approved by the Utility.

2.2.2. The Utility may request additional work or changes to the work for the Utility Project as part of the construction contract. Such request will be made in

writing to the City, for which the City will cause the additional work or plan changes to be made.

2.2.3. The cost of any additional Utility requested work and Project Plan changes, including associated construction engineering shall be paid by Utility pursuant to Section 4.3

2.3. **Satisfactory Completion of Contract.** The City will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Utility will determine if the construction of the Utility Project has been completed in a satisfactory manner.

3. **Maintenance by the City and Utility.** Upon completion of the Project, the City and Utility will provide maintenance of their respective jurisdictional facilities.

4. **Basis of City and Utility Cost.**

4.1. **Exhibit A.** Exhibit A includes all anticipated City Project (State Aid) and Utility Project (Non-Participating) construction participation items and/or percentages covered under this Agreement. Exhibit A includes contract unit prices at the time a construction contract is awarded for the Project.

4.2. **City Participation Costs.** The City will be responsible for paying the City participating items (State Aid) and/or percentages indicated on Exhibit A.

4.3. **Utility Participation Costs.** The Utility will be responsible for paying the Utility participating items (Non-Participating) and/or percentages indicated on Exhibit A.

4.4. **Construction Engineering Costs.** The City will pay construction engineering costs incurred in connection with the construction engineering and construction supervision for the City Project (State Aid) and the Utility will pay the construction engineering and construction supervision costs incurred in connection with the construction engineering for the Utility Project (Non-Participating).

5. **City and Utility Cost and Payment by the City and Utility.**

5.1. **Utility Cost.** \$1,616,092.50 is the Utility share of the costs of the contract construction for the Utility Project (Non-Participating) as shown in Exhibit A.

5.2. **Payment of Utility Costs.** The Utility will provide to the City no more than monthly, a statement of quantities for partial payment of work completed by the Contractor on the Utility Project (Non-Participating). The City Engineer shall prepare monthly partial payment estimates for review and approval by the General Manager prior to submittal to the Contractor. Upon written approval of the Utility and General Manager, the Utility will

pay the amount approved by wire transfer within two (2) business days of the approval by the City.

5.3. Final Payment by the City and Utility. Upon completion of all contract construction and upon computation of the final amount due the City's contractor, the City Engineer will prepare a Final Exhibit A and submit a copy to the Utility. The Final Exhibit A will be based on final quantities and include all City and Utility participation construction items. Final payment of Utility costs shall be made to the City in accordance with 5.2.

6. Authorized Representatives. Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The City's Authorized Representative will be:

Name/Title: Jesse Story, P.E.
Address: 401 East 21st Street, Hibbing MN 55746
Telephone: 218-312-1571
E-Mail: jessestory@hibbingmn.gov

6.2. The Utility's Authorized Representative will be:

Name/Title: Luke Peterson (or successor)
Address: 1902 East Sixth Avenue, Hibbing, MN 55746
Telephone: (218) 262-7759
E-Mail: Luke.Peterson@hpuc.com

7. Assignment; Amendments; Waiver; Contract Complete.

7.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims.

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination. Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. Government Data Practices. The City and the Utility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County or City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Utility or the City.

11. Governing Law; Jurisdiction; Venue. Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

12. Termination; Suspension.

12.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

12.2. **Suspension.** In the event of a total or partial government shutdown, the County may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

13. Force Majeure. Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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IN WITNESS WHEREOF, City has caused this Cooperative Construction Agreement to be executed by its duly authorized representatives.

City of Hibbing, Minnesota

ATTEST:

By: _____
Its Mayor

Its City Administrator

By: _____
Its City Clerk

Date _____

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Utility has caused this Cooperative Construction Agreement to be executed by its duly authorized representatives.

Hibbing Public Utilities, Minnesota

By: _____
Its Board Chair

Attest: _____
Its General Manager

[END OF SIGNATURES]

KGM CONTRACTORS BID - ATTACHMENT A

2025 EAST 23RD STREET PROJECT - SAP 131-185-009

LINE NO.	NOTE NO.	SPEC NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL		TOTAL		TOTAL	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1		2021.501	MOBILIZATION	L.S.	\$ 85,000.00	1.00	\$ 85,000.00	0.00	\$ -	1.00	\$ 85,000.00
2		2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	L.S.	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00
3		2101.502	CLEARING	EACH	\$ 400.00	31.00	\$ 12,400.00	0.00	\$ -	31.00	\$ 12,400.00
4		2101.502	GRUBBING	EACH	\$ 400.00	31.00	\$ 12,400.00	0.00	\$ -	31.00	\$ 12,400.00
5		2104.502	SALVAGE AND REINSTALL SIGN	EACH	\$ 420.00	24.00	\$ 10,080.00	0.00	\$ -	24.00	\$ 10,080.00
6		2104.502	REMOVE HYDRANT	EACH	\$ 1,650.00	0.00	\$ -	5.00	\$ 8,250.00	5.00	\$ 8,250.00
7		2104.502	REMOVE GATE VALVE AND BOX	EACH	\$ 1,200.00	0.00	\$ -	3.00	\$ 3,600.00	3.00	\$ 3,600.00
8		2104.503	REMOVE WATERMAIN	L.F.	\$ 25.00	0.00	\$ -	1030.00	\$ 25,750.00	1030.00	\$ 25,750.00
9		2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	\$ 3.60	5435.00	\$ 19,566.00	0.00	\$ -	5435.00	\$ 19,566.00
10		2104.503	REMOVE CURB & GUTTER	L.F.	\$ 3.75	5407.00	\$ 20,276.25	0.00	\$ -	5407.00	\$ 20,276.25
11		2104.518	REMOVE CONCRETE WALK	S.F.	\$ 2.25	28627.00	\$ 64,410.75	0.00	\$ -	28627.00	\$ 64,410.75
12		2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S.Y.	\$ 21.50	259.00	\$ 5,568.50	0.00	\$ -	259.00	\$ 5,568.50
13		2104.504	REMOVE CONCRETE PAVEMENT	S.Y.	\$ 12.50	964.00	\$ 12,050.00	4044.00	\$ 50,550.00	5008.00	\$ 62,600.00
14		2104.618	REMOVE REINFORCED CONCRETE VAULT COVER	S.F.	\$ 4.00	0.00	\$ -	700.00	\$ 2,800.00	700.00	\$ 2,800.00
15		2106.601	DEWATERING	L.S.	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
16		2106.507	SELECT GRANULAR BORROW (CV)	C.Y.	\$ 33.00	0.00	\$ -	370.00	\$ 12,210.00	370.00	\$ 12,210.00
17		2106.602	EXPLORATORY EXCAVATION - POT HOLE UTILITIES	HOURL	\$ 200.00	0.00	\$ -	40.00	\$ 8,000.00	40.00	\$ 8,000.00
18		2106.610	EXCAVATION EXPLORATORY	HOURL	\$ 200.00	0.00	\$ -	20.00	\$ 4,000.00	20.00	\$ 4,000.00
19		2106.504	GEOTEXTILE FABRIC TYPE 7	S.Y.	\$ 4.00	0.00	\$ -	1120.00	\$ 4,480.00	1120.00	\$ 4,480.00
20		2211.507	AGGREGATE BASE CLASS 5 (CV) (P)	C.Y.	\$ 58.00	1005.00	\$ 58,290.00	1141.00	\$ 66,178.00	2146.00	\$ 124,468.00
21		2231.604	BITUMINOUS PATCH (SPECIAL)	S.Y.	\$ 61.00	100.00	\$ 6,100.00	0.00	\$ -	100.00	\$ 6,100.00
22		2232.504	MILL BITUMINOUS SURFACE 2.5"	S.Y.	\$ 1.80	14704.00	\$ 26,467.20	0.00	\$ -	14704.00	\$ 26,467.20
23		2301.604	CONCRETE PAVEMENT (SPECIAL)	S.Y.	\$ 120.00	873.00	\$ 104,760.00	3012.00	\$ 361,440.00	3885.00	\$ 466,200.00
24		2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL.	\$ 2.70	2380.00	\$ 6,428.00	0.00	\$ -	2380.00	\$ 6,428.00
25		2360.509	TYPE SP 9.5 WEAR COURSE MIXTURE (2.B)	TON	\$ 64.30	2350.00	\$ 151,105.00	0.00	\$ -	2350.00	\$ 151,105.00
26		2360.509	TYPE SP 12.5 NON-WEAR COURSE MIXTURE (2.B)	TON	\$ 72.00	0.00	\$ -	280.00	\$ 20,160.00	280.00	\$ 20,160.00
27		2410.507	STRUCTURAL CONCRETE (3G62)	C.Y.	\$ 4,250.00	0.00	\$ -	22.00	\$ 93,500.00	22.00	\$ 93,500.00
28		2451.603	AGGREGATE BEDDING	L.F.	\$ 30.00	0.00	\$ -	100.00	\$ 3,000.00	100.00	\$ 3,000.00
29		2502.503	4" PERFORATED PE PIPE DRAIN	L.F.	\$ 19.50	0.00	\$ -	600.00	\$ 11,700.00	600.00	\$ 11,700.00
30		2503.602	STEAM/SEWER PIPE CROSSING	EACH	\$ 2,000.00	0.00	\$ -	24.00	\$ 48,000.00	24.00	\$ 48,000.00
31		2504.601	TEMPORARY WATER SERVICE	EACH	\$ 2,500.00	0.00	\$ -	14.00	\$ 35,000.00	14.00	\$ 35,000.00
32		2504.601	TRENCHLESS PITS	L.S.	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
33		2504.601	WATERMAIN TRACING SYSTEM	L.S.	\$ 10,500.00	0.00	\$ -	1.00	\$ 10,500.00	1.00	\$ 10,500.00
34		2504.602	ADJUST VALVE BOX- WATER	EACH	\$ 400.00	3.00	\$ 1,200.00	0.00	\$ -	3.00	\$ 1,200.00
35		2504.602	1" CORPORATION STOP & SADDLE	EACH	\$ 900.00	0.00	\$ -	14.00	\$ 12,600.00	14.00	\$ 12,600.00
36		2504.602	1" CURB STOP & BOX	EACH	\$ 775.00	0.00	\$ -	14.00	\$ 10,850.00	14.00	\$ 10,850.00
37		2504.602	6" GATE VALVE & BOX	EACH	\$ 3,500.00	0.00	\$ -	6.00	\$ 21,000.00	6.00	\$ 21,000.00
38		2504.602	8" GATE VALVE & BOX	EACH	\$ 4,750.00	0.00	\$ -	16.00	\$ 76,000.00	16.00	\$ 76,000.00
39		2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$ 3,550.00	0.00	\$ -	15.00	\$ 53,250.00	15.00	\$ 53,250.00
40		2504.602	HYDRANT	EACH	\$ 9,550.00	0.00	\$ -	6.00	\$ 57,300.00	6.00	\$ 57,300.00
41		2504.603	1" TYPE PE PIPE (CURB STOP TO FOUNDATION)	L.F.	\$ 70.76	0.00	\$ -	500.00	\$ 35,375.00	500.00	\$ 35,375.00
42		2504.603	1" TYPE PE PIPE (MAIN TO CURB STOP)	L.F.	\$ 66.25	0.00	\$ -	419.00	\$ 27,756.75	419.00	\$ 27,756.75



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. Abatement Design & Services Contract with IEA for Public Safety Building



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda ☒

Consent Agenda ☐

Date: 3/28/25

Description of Agenda Item:

Public Safety Building – Asbestos Design, On-Site Air Monitoring and Project Management

Strategic Initiative:

To continue the design of the Public Safety Building project.

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

City Engineer/Public Works Director Jesse Story, jessestory@hibbingmn.gov, 218-312-1571

Introduction/Background/Justification/Key Issues/Legal

Attached is a quote from IEA for the Asbestos Project Design, On-Site Air Monitoring and Project Management for the Abatement of the hazardous materials for the Public Safety Building project. Once the proposal is approved, IEA handle the coordination of all of the abatement that needs to take place within the existing building.

Budgetary/Fiscal Impact:

The project design fee is \$1,900.00. The fee for the on-site air monitoring, project management and report completion is estimated to be in the range of \$8,000 - \$11,000.

Action Requested: Asking council to move forward with the proposal from IEA.

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

Asbestos Project Design, On-Site Air Monitoring, and Project Management for City of Hibbing at Public Works/Maintenance Building

MARCH 12, 2025

Asbestos Project Design, On-Site Air Monitoring & Project Management

PROPOSAL PROVIDED TO:

Greg Pruszinske
City Administrator
City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Phone: (218) 312-1600
E-mail: gregpruszinske@hibbingmn.gov

PROPOSAL CONTACT:

Taylor Dickinson, CSP
Virginia and Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768
Phone: (218) 410-9521
E-mail: Taylor.Dickinson@ieasafety.com

PROJECT INTRODUCTION

At the request of the City of Hibbing, the Institute for Environmental Assessment, Inc. (IEA) is pleased to provide this proposal for asbestos project design, on-site air monitoring and project management for the asbestos removal project scheduled to occur at the Public Works/Maintenance building.

SCOPE OF WORK

Project Design

- Determination of scope of work
- Development of project specification including: engineering controls, removal procedures, disposal, insurance, and bonding.

Project Management

- Coordination of pre-bid walkthrough
- Requesting quotes from contractors utilizing the project design
- Review of contractor submittals, references, and qualifications
- Submittal of contractor award recommendation and documentation to Owner
- Facilitation of an AIA 101 Contract on behalf of the Owner to the selected Abatement Contractor
- Project management prior to and for the duration of the asbestos removal project

On-Site Air Monitoring

- On-site air monitoring to include an estimated four, ten-hour days on site
- Collection and analysis of daily duration PCM air samples while abatement is occurring
- Collection and analysis of PCM air clearance sample sets as necessary

Final Report

- Gathering submittals from the Abatement Contractor after the project has been completed
- Reviewing the submittals to ensure all necessary items are included
- Development and submittal of final report to the City of Hibbing

LIMITATIONS & ASSUMPTIONS

Abatement shall be performed by a Licensed Abatement Contractor under a separate contract and is not included in this proposal.

This proposal does not include abatement, removal, or disposal of any material located in the above-mentioned building.

Asbestos Project Design, On-Site Air Monitoring & Project Management

COMPENSATION

The project design will be billed at a flat rate of **\$1,900**.

IEA's fee associated with on-site air monitoring, project management and report completion will be billed on a time-and-materials (T&M) basis and is estimated to be in the range of **\$8,000 - \$11,000**. It will include reimbursable expenses such as: transportation, report production, drawings, shipping and similar project-related items.

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal.

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Asbestos Project Design, On-Site Monitoring, and Project Management. Please sign this authorization to proceed and e-mail to Taylor.Dickinson@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Taylor Dickinson, CSP
Virginia and Brainerd Regional Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal dated March 12, 2025.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or proprietary information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

(1) Consultant carries coverage and limits of liability insurance as follows:

- (a) Workers Compensation with statutory limits.
- (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
- (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:
\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):
\$1,000,000.00 each occurrence
- (g) Umbrella Liability.
\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.



Request for Council Action

City Council Action

Description of Agenda Item

Our \$10M grant agreement from the state of MN for the construction of our new public safety building requires a review of the operating budget and the city to pledge funds to own and operate the facility. Attached is an estimated operating budget for the new facility. The facility will be a 180% increase in square footage over the space the Police and Fire departments currently occupy now, and the costs will not be shared with any other organization so we estimate the costs will increase by approximately 75% or \$115,000 from what our police and fire currently pays to operate the existing facilities.

Strategic Initiative

This is a requirement to enter into our grant agreement with the state for our \$10M of cash bill funding.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Our \$10M grant agreement from the state of MN for the construction of our new public safety building requires a review of the operating budget and the city to pledge funds to own and operate the facility. Within the resolution is the estimated operating budget for the new facility. The facility will be a 180% increase in square footage over the space the Police and Fire departments currently occupy now, and the costs will not be shared with any other organization so we estimate the costs will increase by approximately 75% or \$115,000 from what our police and fire currently pays to operate the existing facilities.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The operating budget would be supported with general fund levy. We estimate this to increase by about 75% or \$115,000 because of the increase in space which was determined is a necessity from our space needs assessments we had completed.

Action Requested

Approve the resolution.

Attachments

1. Resolution 25-04- Approving the estimated public safety building operating budget

RESOLUTION NO. 25-04-

RESOLUTION APPROVING THE ESTIMATED OPERATING BUDGET AND PLEDGING FUNDS FOR THE ONGOING OPERATION OF THE NEW PUBLIC SAFETY BUILDING

WHEREAS, the City of Hibbing received \$10,000,000 from the State of Minnesota in a 2023 cash bill and authorization from the Hibbing voters to implement a local sales tax for \$19,600,000 to construct a new public safety center; and

WHEREAS, the \$10,000,000 award requires the city to pledge resources to pay for the ongoing operating costs of the facility; and

WHEREAS, the general fund currently supports the fire and police department operating costs and will provide the financial support for the ongoing operating costs of the facility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hibbing that the estimated future operating budgets of the facility are:

HIBBING PUBLIC SAFETY BUILDING OPERATING BUDGET

	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029
<u>REVENUE</u>					
General Fund/Levy	\$270,650	\$279,087	\$287,838	\$296,915	\$306,332
TOTAL REVENUE	<u>\$270,650</u>	<u>\$279,087</u>	<u>\$287,838</u>	<u>\$296,915</u>	<u>\$306,332</u>
<u>EXPENSES</u>					
STAFF TIME – 1 FTE	\$60,877	\$63,921	\$67,117	\$70,473	\$73,997
ELECTRICAL MAINT.	\$1,100	\$1,133	\$1,167	\$1,202	\$1,238
ELEVATOR MAINTENANCE	\$2,206	\$2,272	\$2,340	\$2,410	\$2,483
FIRE SYSTEM MAINT.	\$1,432	\$1,475	\$1,519	\$1,565	\$1,612
DOORS MAINTENANCE	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
SECURITY ACCESS SYSTEM	\$1,580	\$1,628	\$1,677	\$1,727	\$1,779
UTILITIES	\$125,332	\$129,092	\$132,965	\$136,954	\$141,063
CUSTODIAL SUPPLY/EQUIP	\$20,806	\$21,430	\$22,073	\$22,735	\$23,417
MISC BUILDING SUPPLIES	\$8,858	\$9,124	\$9,397	\$9,679	\$9,970

RUGS/MATS/LAUNDRY	\$7,785	\$8,018	\$8,259	\$8,507	\$8,762
PEST CONTROL	\$845	\$870	\$896	\$923	\$951
REPAIR & MAINT	\$3,605	\$3,713	\$3,825	\$3,939	\$4,057
WATER SOFTENER RENTAL	\$1,224	\$1,260	\$1,298	\$1,337	\$1,377
PROPERTY INSURANCE	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
TOTAL EXPENSES	<u>\$</u> <u>270,650</u>	<u>\$</u> <u>279,087</u>	<u>\$</u> <u>287,838</u>	<u>\$</u> <u>296,915</u>	<u>\$</u> <u>306,332</u>
NET INCOME (LOSS)	\$ -	\$ -	\$ -	\$ -	\$ -

Approved: April 2, 2025

Mayor Pete Hyduke

ATTEST:

City Clerk Candie Seppala



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. RCA Northland K9 Foundation grant for Gunner



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Grant

Strategic Initiative:

K9 Program

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

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Accept a \$10,000 grant from the Amsoil Northland K9 Foundation towards the purchase of K9 Gunner

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

K9 Program

Action Requested: Questions, discussion, questions, City Council Action

Council Approval

25-04-01



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. RCA Hibbing Foundation grant funds for tactical gear



March 25, 2025

**Advisory Board
of Directors**

Jan Baldwin
Chuck Cedar, Jr.
Jeff Dougherty
Emily Law
David Perell
Rick Prebich
Jackie Precott
Diana Ricci
Jon Rudberg
Jack Ryan

City of Hibbing – Chief Estey
1810 12th Ave. East
Hibbing, MN. 55746

Dear Chief Estey:

Congratulations! We are pleased to award the City of Hibbing / Hibbing Police Department with grants from the Hibbing Foundation and its 'Family of Funds' – totaling \$2,000. The following grant awards are in support of the Hibbing Police Department Initiative: Enhancing Officer Safety and Community Protection with Tactical Gear. The following grant checks will be sent from the Saint Paul & Minnesota Foundation under separate cover.

A grant was made on behalf of Hibbing Foundation General Fund in the amount of \$400.

A grant was made on behalf of the Linda Forti Hibbing Foundation Fund in the amount of \$ 600.00.

A grant was made on behalf of the John & Katherine Boentje Hibbing Foundation Fund in the amount of \$ 1,000.

We would appreciate your assistance in spreading the good works of the Hibbing Foundation. As stated in the grant application; 'Upon awarding the grant and acceptance by the applicant, the grantor reserves the right to disseminate grant award information in its publicity/marketing efforts. Grantee agrees to disseminate grant award information to the general public and local media in its fundraising efforts. Any news media release needs to state: "(Name of project) is made possible by a grant from the (name of fund, of Hibbing Foundation). The following acknowledgements on all programs, printed materials, posters and advertising shall include: "This event, project or initiative is made possible, in part, by a grant from the Hibbing Foundation."

Please feel to contact me if you have any questions. I may be reached at 218.262.4212 or you can email me at jhoffman0919@gmail.com.

On behalf of the Hibbing Foundation Advisory Board, we applaud you in your continued efforts to make a difference in our community.

Warmest Regards

Jennifer Hoffman

cc: Greg Pruszinske, Candie Seppala, Chief Estey, Sheena Mulner

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25-04-02 Page 106 of 342

**Corporate Partners
2025**



Fairview





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. RCA Hibbing Foundation grant for National Night Out



March 27, 2025

**Advisory Board
of Directors**

Jan Baldwin
Chuck Cedar, Jr.
Jeff Dougherty
Emily Law
David Perell
Rick Prebich
Jackie Precott
Diana Ricci
Jon Rudberg
Jack Ryan

City of Hibbing – Chief Estey
1810 12th Ave. East
Hibbing, MN. 55746

Dear Chief Estey:

Congratulations! We are pleased to award the City of Hibbing – Police Department, with a grant from the Hibbing Foundation and its 'Family of Funds' – totaling \$400. The following grant award is in support of National Night Out – 2025 at Bennett Park in Hibbing, MN. The following grant check will be sent from the Saint Paul & Minnesota Foundation under separate cover.

**A grant was made on behalf of the John and Katherine Boentje Family
Hibbing Foundation Fund in the amount of \$400.**

We would appreciate your assistance in spreading the good works of the Hibbing Foundation.

As stated in the grant application; 'Upon awarding the grant and acceptance by the applicant, the grantor reserves the right to disseminate grant award information in its publicity/marketing efforts. Grantee agrees to disseminate grant award information to the general public and local media in its fundraising efforts. Any news media release needs to state: "(Name of project) is made possible by a grant from the (name of fund, of Hibbing Foundation). The following acknowledgements on all programs, printed materials, posters and advertising shall include: "This event, project or initiative is made possible, in part, by a grant from the Hibbing Foundation."

**Corporate Partners
2025**



Fairview

Alan & Constance
K O T U L A

Please feel free to contact me if you have any questions. I may be reached at 218.262.4212 or you can email me at jhoffman0919@gmail.com.

On behalf of the Hibbing Foundation Advisory Board, we applaud you in your continued efforts to make a difference in our community.

Warmest regards,

Jennifer Hoffman



Cc: Greg Pruszinske, Candie Seppala, Sheena Mulner, Brittany Dillinger



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25-04-03



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. Location Agreement between Library and Film Crew

LOCATION AGREEMENT

Your signature in the space provided below as owner or agent will confirm the following agreement between Hibbing Public Library ("you") and Jess Film Project Inc. ("Company") (individually a "Party" and collectively the "Parties") regarding Company's use of the Premises described below in connection with the motion picture currently entitled "Lovset's Manoeuvre" (the "Project"). This letter sets forth the entire understanding between you and Company and may not be altered except by another written agreement signed by both you and Company. For good and valuable consideration, the receipt and adequacy of which you hereby acknowledge, the parties agree as follows:

1. The "Premises" as used herein refers to the premises located at: 2020 5th Ave E
Hibbing MN 55746
including the grounds at such address and all buildings and other structures located thereon, together with access to and egress from the Premises.

2. During the Term (as defined below) you hereby grant to Company the exclusive right to: (i) enter upon and bring onto the Premises such personnel and materials as Company deems necessary and erect motion picture sets at the Premises; (ii) photograph, record and depict (by any means) the Premises and/or any part or parts thereof, accurately or otherwise, using and/or reproducing the real and personal property, interiors, exteriors, actual names, displays, signs, logos, trademarks and other identifying features thereof, with or without regard to the actual appearance or names thereof, in and in connection with the Project and any other projects produced by Company or by others; (iii) construct a set duplicating all or any part of the Premises for the purpose of completing scheduled work or for filming retakes, added scenes, advertisements or promotions; (iv) obtain access to electricity at the Premises; and (v) refer to the Premises or any part or parts thereof by its actual or any fictitious name and to attribute any fictitious events as occurring on the Premises. Nothing herein shall obligate Company to photograph the Premises, to use such photography if made, or to otherwise use the Premises. Company may, at any time twelve (12) hours prior to the beginning of the Term (as set forth in Paragraph 4 below) elect not to use the Premises, in which case neither party shall have any obligation hereunder including payment of the fee set forth in Paragraph 3 below.

3. In full consideration for all rights granted to Company hereunder and as compensation for Company's use of the Premises during the Term, Company shall pay you the following amount:
\$ 200.00

* 4. The term hereof (the "Term") shall commence on 4/5 + 4/23 and shall continue until Company has completed all photography and recording for which Company may desire to use the Premises, but not beyond 4/6, + 4/23, unless the Term is modified by Company due to weather conditions, changes in the production schedules or for any other customary "force majeure" reason. In the event Company requires use of the Premises for additional use in connection with the Project including, without limitation, to photograph retakes or other scenes, you shall permit Company to re-enter upon and again use the Premises for such purpose. The dates of such additional use shall be subject to your approval which shall not be unreasonably withheld or delayed. If Company uses the Premises for additional filming Company shall pay you a pro-rated fee based on the amount payable and days scheduled pursuant to Paragraph 3.

5. Company agrees to leave the Premises in substantially as good condition and order as when received, except for reasonable wear and tear of the Premises for the purposes permitted herein, and to use reasonable care to prevent damage to the Premises by Company and its employees. Company agrees to hold you harmless and to indemnify you for damage to the Premises and property located thereon and

* 4/5 approximately there 8pm - 3am
4/6 approximately there - 5pm - 5am
4/23 approximately there - 7am - 7pm

from any and all liability and loss which you may incur by reason of any accidents, injuries, or other damage to the Premises occurring on the Premises during the Term which have been directly caused by Company's negligence in connection with its use of the Premises. In connection therewith, you agree to submit to Company in writing, within five (5) days after the expiration of the Term and, if applicable, upon the completion of any additional use by Company of the Premises, a detailed listing of all claimed property damage or personal injuries for which Company is responsible, and you shall permit Company's representatives to inspect the property so damaged. Company shall have no obligation to indemnify you pursuant to this Paragraph 5 from any claimed liability or loss which you may incur by reason of any damage to the Premises which is not included on such list. In any event, Company shall have no obligation to indemnify you for any indirect, incidental or consequential damages, including without limitation, loss of business or loss of profits.

6. You hereby represent and warrant that: (i) you are the owner or the agent for the owner of the Premises and you have the right and authority to make and enter into this Agreement and to grant Company the use of Premises and each and all of the rights set forth herein; (ii) it is not necessary for Company to obtain the consent or permission of, or to pay any amounts to, any person, corporation or entity in order to enable Company to enjoy the full rights to the use of the Premises as described herein; (iii) you will take no action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as described herein; (iv) the Premises is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances, is free of latent defects or illegal conditions of which you are or should be aware except those of which you have notified Company and you will maintain the Premises in useable condition for all uses contemplated hereunder (v) you are subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder; and (vi) you will indemnify and hold harmless Company, its employees, associates (including, but not limited to, any financiers or distributors), successors, designees, licensees, and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by Company, its employees, associates, successors, designees, licensees and assigns, by reason of your breach of any of the representations, warranties or agreements contained herein.

7. Company reserves the right to discharge you and terminate this Agreement at any time without legal justification or excuse, subject only to Company's obligation to pay the balance of any compensation accrued and unpaid as of the date of termination.

8. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of every nature, including all copyrights, in and to all films, photographs and recordings made hereunder on or of the Premises, in perpetuity throughout the universe. All rights of every kind in and to all films, photographs and recordings (including without limitation, all copyrights) shall be and remain vested in Company, including the right to exhibit, distribute and otherwise exploit the Project. You hereby grant to Company, its successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use, distribute, exhibit and exploit the films, photographs, and recordings made of or on the Premises in connection with the Project in such manner and to such extent as Company desires in its sole discretion. You hereby acknowledge that neither you nor any owner or tenant, nor any other party now or hereafter having an interest in said Premises, has any interest in Company's photography or recording on or of the Premises nor any right of action including, without limitation, any right to injunctive relief against Company or any other party arising out of any use of said photography.

9. Without prior written approval of Company in each instance, you agree not to disclose to any individual, corporation, or other entity, whether written, oral or otherwise, any information, photographs, or publicity (including without limitation, via any form of social media) regarding Company's use of the Premises.

10. Company shall have the right to transfer or assign its rights and/or obligations pursuant to this Agreement to any other person, corporation or entity and shall be relieved of its obligations to you hereunder to the extent that such obligations are assumed by such person, corporation or entity.

11. Your rights and remedies in the event of any breach of this Agreement by Company will be limited to the right, if any, to seek to recover money damages in an action at law and in no event will you be entitled to terminate this Agreement or to seek injunctive or other equitable relief.

12. This Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements which are executed and fully performed within the State of New York. The invalidity, illegality or unenforceability of any provision or clause contained in this Agreement will not affect the legality or enforceability of the remainder of the provisions of this Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations and warranties, both oral and written, if any, made with respect to the subject matter hereof, and may be amended only by written agreement executed by both of the parties hereto.

Date: _____

PROPERTY OWNER:

COMPANY:

By: _____
Authorized Representative

By: _____
Authorized Representative

S.S.# or Fed. I.D.#

If agent signs on owner's behalf please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named owner of the Premises, and I have been expressly empowered and authorized by owner to license Company to use the Premises and grant to Company all the rights granted to Company under this Agreement, and I have, by my signature above, bound the owner to the terms, provisions, covenants and conditions of this Agreement.

Agent for Owner

Agent's Telephone Number



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Hibbing Foundation Funds 2025 Summer Reading Program



May 25, 2025

**Advisory Board
of Directors**

Jan Baldwin
Chuck Cedar, Jr.
Jeff Dougherty
Emily Law
David Perell
Rick Prebich
Jackie Precott
Diana Ricci
Jon Rudberg
Jack Ryan

City of Hibbing - Hibbing Public Library
Ms. April Fountain
401 East 21st Street
Hibbing, MN. 55746

Dear Ms. Fountain:

Congratulations! We are pleased to award the City of Hibbing / Hibbing Public Library with grants from the Hibbing Foundation and its 'Family of Funds' – totaling \$5,000. The following grant awards are in support of the 2025 Summer Reading Program – *Level Up at your Library*. The following grant checks will be sent from the Saint Paul & Minnesota Foundation under separate cover.

A grant was made on behalf of the Bruno & Sylvia Perell Family Hibbing Foundation Fund in the amount of \$3,700.

A grant was made on behalf of the Hibbing High School Foundation of Hibbing Foundation in the amount of \$1,300.

We would appreciate your assistance in spreading the good works of the Hibbing Foundation.

**Corporate Partners
2025**



Fairview

Alan & Constance
K O T U L A



As stated in the grant application; 'Upon awarding the grant and acceptance by the applicant, the grantor reserves the right to disseminate grant award information in its publicity/marketing efforts. Grantee agrees to disseminate grant award information to the general public and local media in its fundraising efforts. Any news media release needs to state: "(Name of project) is made possible by a grant from the (name of fund, of Hibbing Foundation). The following acknowledgements on all programs, printed materials, posters and advertising shall include: "This event, project or initiative is made possible, in part, by a grant from the Hibbing Foundation."

Please feel to contact me if you have any questions. I may be reached at 218.262.4212 or you can email me at jhoffman0919@gmail.com.

On behalf of the Hibbing Foundation Advisory Board, we applaud you in your continued efforts to make a difference in our community.

Warmest regards,

Jennifer Hoffman

cc: Greg Pruszinske, Candie Seppala, Jill Reini, Sheena Mulner

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25-04-031
Page 204 of 342



Request for Council Action

City Council Action

APPROVE

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Jill Reini, Library Director , 218.966.2857, jillreini@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Funds are for 211-36-6247 SRP-DONAT

Action Requested

Attachments

1. LAKE COUNTRY POWER GRANT



A Touchstone Energy® Cooperative 

Operation Round Up®

March 24, 2025

Congratulations! Your Operation Round Up® application received funding! A check is enclosed in support of your application grant request.

The cooperative's Trust Board met on March 18. They reviewed and considered 33 grant applications and awarded funds to 28 projects and programs this quarter. Through the contributions of Lake Country Power's participating members, they approved \$57,468 in grants for local community programs or projects. Since the program's inception in October 2004, more than \$3.4 million has been distributed throughout LCP's service area.

Operation Round Up® is a charitable program unique to electric co-ops, which is designed to provide financial assistance to worthwhile activities and community projects by "rounding up" members' electric bills to the nearest dollar. Among Lake Country Power's 43,000 members, nearly 65-70% of all active electric accounts participate in the program through voluntary contributions. The funds are set aside in a trust fund. A voluntary Trust Board of nine co-op members administers the trust. Of the funds collected through the program, 100% is distributed to charitable organizations through an application and selection process. The Trust Board uses special guidelines and policies when choosing recipients.

We wish you great success and thank you for making our communities a great place to live. Please use the funds in a timely manner. We ask that you provide a summary report to us explaining how the funds were used, approximate number of people who may have been impacted through the funds granted, and the impact your project/program had on the community.

Before you apply again: The Board has taken a closer look at the criteria that you can find on our grant application including ELIGIBILITY, LIMITATIONS, EVALUATION FACTORS, AND REQUIREMENTS. Please review this information and the required materials which must be submitted with any future applications. The Board may deny funding if the required information is not received.

Applications are available online at www.lakecountrypower.coop (My Cooperative > Community > Operation Round Up®). The next application deadline is May 15, 2025.

Lake Country Power, www.lakecountrypower.coop, is a Touchstone Energy® cooperative serving parts of eight counties in northeastern Minnesota. The rural electric cooperative provides services to more than 43,000 members and has offices located in Cohasset, Kettle River and Mountain Iron.



Request for Council Action

City Council Action

authorize the resolution

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

Council Action

Attachments

1. DOC033125 (1)

Proudly Serving:

Alborn
Angle Inlet
Angora
Aurora
Babbitt
Baudette
Big Falls
Biwabik
Brimson
Britt
Brookston
Buhl
Buyck
Canyon
Cherry
Chisholm
Cook
Cotton
Crane Lake
Culver
Ely
Embarrass
Ericsburg
Eveleth
Floodwood
Forbes
Gheen
Gilbert
Hibbing
Hoyt Lakes
Indus
International
Falls
Iron
Kabetogama
Keewatin
Kelly Lake
Kinney
Littlefork
Loman
Makinen
Markham
Meadowlands
Mizpah
Mountain Iron
Nashwauk
Nett Lake
Northome
Orr
Palo
Pengilly
Rainer
Ray
Saginaw
Side Lake
Soudan
Tower
Virginia
Williams
Winton
Zim



UNITED WAY
Northeastern
Minnesota

March 18, 2025

TO: Hibbing Public Library
FR: Erin Shay, Executive Director
RE: 2025 Library Summer Reading Program Donation

We are delighted to inform you that United Way of Northeastern Minnesota's Board of Directors has once again approved funding to assist with local libraries' summer reading programs in our service territory.

Enclosed you will find a donation of \$2,500.

We ask this donation specifically be used to purchase books and/or otherwise support your summer reading program.

We are grateful for everything you do for our communities and are proud to partner with you in this way to prevent summer learning loss and help our local children succeed!

If you would like to send photos of your summer reading program for UWNEMN to share with donors, they can be sent to katy@unitedwaynemn.org. For other guidance on promoting this support, please see the enclosed.



Request for Council Action

City Council Action

Offer RESOLUTION

Description of Agenda Item

Offer RESOLUTION NO. 25-04-10 to accept the grant funds from the Saint Paul & Minnesota Foundation in memory of June B. Hendrickson in the amount of \$8,159.89 for the purchase of reading materials.

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Offer RESOLUTION

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. res-25-04-xx-transfer-and-repurchase-HRA

At the Council meeting held April 2, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-_____

RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE HIBBING HOUSING AND REDEVELOPMENT AUTHORITY
AND FURTHER TO AUTHORIZE THE REPURCHASE OF THE SAME
REAL PROPERTY AT THE SAME PRICE

WHEREAS, The City of Hibbing is the owner of real property located in the City of Hibbing, St. Louis County, Minnesota, described as follows:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West of the Fourth Principal Meridan, described as follows:

NE 1/4 lying Northeasterly of a line beginning at North 1/16 corner thence South 650 feet; thence Northeasterly at right angle 385 feet; thence Southeasterly at an angle of 211 degrees 300 feet; thence Southeasterly at an angle of 221 degrees 1060 feet; thence Northeasterly at an angle of 94 degrees to East 1/16 corner EXCEPT part beginning at NE corner; thence South 535.8 feet; thence Northwesterly 795 feet to a point on north line; thence East 535.8 feet to point of beginning and EXCEPT that part of West 385 feet of NE 1/4 of the NE 1/4 lying Southwesterly of centerline of Spudville Road.

and,

WHEREAS, In approximately 2007, the City entered into an Agreement with the State of Minnesota to build a building on said property for the purposes of transportation in Hibbing; and,

WHEREAS, Said financing for the building of said building came from General Obligation bonds which creates certain restrictions on the City's ability to use the building; and,

WHEREAS, The Minnesota Office of Management and Budget has approved the City conveying this parcel to a 3rd party to "free" itself with respect to said obligations in the future; and,

WHEREAS, The Hibbing Housing and Redevelopment Authority (hereinafter "HRA") has agreed to purchase said real property from the City of Hibbing with the understanding that the HRA will immediately

City of Hibbing
Resolution No. 25-04-_____
April 2, 2025

sell the real property back to the City once the initial sale is recorded.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby authorize the conveyance of real property located in the City of Hibbing and legally described as follows, to-wit:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West of the Fourth Principal Meridan, described as follows:

NE 1/4 lying Northeasterly of a line beginning at North 1/16 corner thence South 650 feet; thence Northeasterly at right angle 385 feet; thence Southeasterly at an angle of 211 degrees 300 feet; thence Southeasterly at an angle of 221 degrees 1060 feet; thence Northeasterly at an angle of 94 degrees to East 1/16 corner EXCEPT part beginning at NE corner; thence South 535.8 feet; thence Northwesterly 795 feet to a point on north line; thence East 535.8 feet to point of beginning and EXCEPT that part of West 385 feet of NE 1/4 of the NE 1/4 lying Southwesterly of centerline of Spudville Road.

to the HRA of Hibbing and further authorizes the Mayor and Clerk to sign the Purchase Agreement and Quit Claim Deed in substantially the form attached hereto and made a part hereof to effect such conveyance.

FURTHER, authorizes the City of Hibbing to accept from the HRA the same real property by way of a Quit Claim Deed substantially in the form attached hereto and made a part hereof.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Approved by the City Council of the City of Hibbing this 2nd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk

CERTIFICATION

I CERTIFY THAT the above Resolution is a true and correct copy of a Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 2, 2025.

(city seal)

Candie Seppala
City Clerk

City of Hibbing
Resolution No. 25-04-____
April 2, 2025

**COMMERCIAL-INDUSTRIAL
PURCHASE AGREEMENT**

Date: _____

RECEIVED OF the City of Hibbing the sum of Zero 00/100ths Dollars (\$0.00), as earnest money and in part payment for the purchase of property at 1602 East Howard Street, Hibbing situated in the County of St. Louis, State of Minnesota, and legally described as follows:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West of the Fourth Principal Meridian, described as follows:

NE 1/4 lying Northeasterly of a line beginning at North 1/16 corner thence South 650 feet; thence Northeasterly at right angle 385 feet; thence Southeasterly at an angle of 211 degrees 300 feet; thence Southeasterly at an angle of 221 degrees 1060 feet; thence Northeasterly at an angle of 94 degrees to East 1/16 corner EXCEPT part beginning at NE corner; thence South 535.8 feet; thence Northwesterly 795 feet to a point on north line; thence East 535.8 feet to point of beginning and EXCEPT that part of West 385 feet of NE 1/4 of the NE 1/4 lying Southwesterly of centerline of Spudville Road. (Abstract)

Parcel Code: 140-0270-00645

together with the following personal property: None

all of which property the undersigned has this day sold to the Buyer for the sum of Three Hundred Twenty-five Thousand and 00/100ths Dollars (\$325,000.00), which the Buyer agrees to pay in the following manner: Earnest money herein paid \$0.00 and \$325,000.00 cash, on or about April 15, 2025, the Date of Closing.

1. **DEED/MARKETABLE TITLE:** Subject to performance by the Buyer, the Seller agrees to execute and deliver a recordable Warranty Deed conveying marketable title to said premises subject only to the following exceptions:
 - (a) Building and zoning laws, ordinances, State and Federal regulations.
 - (b) Restrictions relating to use or improvement of the premises without effective forfeiture provision.
 - (c) Reservation of any minerals or mineral rights to the State of Minnesota.
 - (d) Utility and drainage easements which do not interfere with present improvements.
 - (e) Rights of tenants as follows: N/A.
2. **REAL ESTATE TAXES.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise

provided in this Agreement. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

3. **SPECIAL ASSESSMENTS.** ~~[strike out one.] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING/~~**SELLER SHALL PAY** on the date of closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.

~~[strike out one.] BUYER SHALL ASSUME/~~**SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments levied as of the date of this Agreement.

~~[strike out one.] BUYER SHALL ASSUME/~~**SELLER SHALL PROVIDE PAYMENT OF** special assessments pending as of the date of this Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. (Seller's provision for payment shall be by payment into escrow of 1 1/2 times the estimated amount of the assessments.) If a special assessment becomes pending after the date of this Agreement and before the date of closing, Buyer may, at Buyer's option: (a) Assume payment of the pending special assessment without adjustment to the purchase price; or (b) Require Seller to pay the pending special assessment (or escrow for payment of same a sum equal to 1 1/2 times the projected pending assessment) and Buyer shall pay a commensurate increase in the purchase price of the property, which increase shall be the same as the estimated amount of the assessment; or (c) Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer. Seller shall pay on date of closing any deferred real estate or special assessments payment of which is required as a result of the closing of this sale.

4. **PRORATIONS.** All items customarily prorated and adjusted in connection with the closing of the sale of the property herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that the Buyer will own the property for the entire date of the closing.

5. **DAMAGES TO REAL PROPERTY.** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing, this Purchase Agreement shall become null and void, at Buyer's option. Buyer shall have the right to terminate this Purchase Agreement within 30 days after Seller notifies Buyer of such damage. Upon said termination, the earnest money shall be refunded to Buyer and Buyer and Seller agree to sign a cancellation of Purchase Agreement.

6. **POSSESSION.** Seller shall deliver possession of the property on the date of closing.

7. **REPRESENTATIONS AND WARRANTIES.** See attached addendum.
8. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**
9. **WELL DISCLOSURE STATEMENT.** Buyer has received the well disclosure statement required by Minnesota Statutes Sec. 1031.235. **Seller is not aware of any wells on the described property.**

BUYER AND SELLER INITIAL: Buyer(s) Seller(s)

10. **ADDENDA.** Attached are (number) two (2) addenda which are made a part of this Agreement.

11. **MISCELLANEOUS PROVISIONS.**

(a) **Survival.** All of the warranties, representations, and covenants of this Agreement shall survive and be enforceable after the closing.

(b) **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

(c) **Successors and Assigns.** If this Agreement is assigned, all provisions of this Agreement shall be binding on successors and assigns.

13. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be null and void at 11:59 PM, _____ and in such event all earnest money shall be refunded to Buyer.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Dated: _____

Dated: _____

SELLER
CITY OF HIBBING

BUYER
HIBBING HOUSING AND REDEVELOPMENT
AUTHORITY

By _____
Pete Hyduke
Its Mayor

Jacqueline Prescott
Executive Director

By _____
Candie Seppala
Its Clerk

**ADDENDUM NO. 1
TO PURCHASE AGREEMENT
REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants that:

- (a) Seller has been authorized by their respective board/partners to sell the real estate described in Addendum No. 1.
- (b) It collectively is the owner of and have good and marketable title to the property referred to in Addendum No. 1, free of all restrictions on transfer or assignment and of all encumbrances.
- (c) No proceedings, judgments, or liens are now pending or threatened against them.
- (d) To the best of Sellers knowledge, information and belief there are currently no violations of any health codes or zoning codes.
- (e) Neither Seller, nor, to the best of Sellers' knowledge, any predecessor user or owner of the property or any part of the property, has or has caused to be generated, stored or disposed of any Hazardous Waste or Substance on the property except in the ordinary of business and in accordance with applicable law. For the purpose of this Agreement, "Hazardous Waste or Substance" shall encompass all substances included in the definition of those terms under the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended, and regulations under the act, and analogous laws and regulation of the State of Minnesota. Sellers agree to pay the cost of removal or clean up of any Hazardous Waste or Substance found to exist at the property from the activities of Sellers, or of any prior entity operating the business on the property was owned in whole or in part by Sellers, and any fines or penalties associated with the presence of any Hazardous Waste or Substance. Upon notification within ten (10) days after the date of the execution of this Agreement, Buyers and their agents shall have the right to enter the property throughout the executory period, without charge and at all reasonable times, to perform such environmental investigation and tests as Buyer may reasonably deem appropriate. Buyer shall pay all costs enter the property throughout the executory period, without charge and at all reasonable times, to perform such environmental investigation and tests as Buyer may reasonably deem appropriate. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Sellers harmless from all such costs and liabilities arising out of Buyer's activities. The obligations of Buyer under this Agreement are contingent upon each of the following (the "Environmental Contingencies"):
 - i. Environmental Representations and Warranties. The representations and warranties of Sellers set forth in this paragraph of this Agreement must be true and clear as of the date of this Agreement and on the closing date, and Sellers shall have delivered to Buyer on date of closing, a certificate dated the closing date,

signed by the Sellers, certifying that such representations and warranties are true as of the closing date.

- ii. Buyer shall have determined on or before the closing date, that they are satisfied in their sole discretion, with the results and matters disclosed by environmental investigation or testing of the property.
- iii. If either of the environmental contingencies have not been satisfied on or before the closing date, then Buyer at Buyer's option, may terminate this Agreement by giving written notice to the Sellers on or before the closing date. Upon such termination, Sellers shall promptly cause escrow agent to refund to Buyer all earnest money payments paid hereunder, and neither party shall have any further rights or obligations under this Agreement. The environmental contingencies are for the sole and exclusive benefit of Buyer, and Buyer shall have the right to waive the environmental contingencies by giving written notice to Seller.

- (f) Sellers know of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, **nor of any underground storage tanks having been located on the real property at any time, except as follows:**

If the presence of underground storage tanks is disclosed, then this paragraph applies: Sellers hereby represent and warrant to Buyer that all of the underground tanks known to Sellers on the subject property have been disclosed to Buyer on the attached drawing or map. Sellers shall provide at closing the affidavits required by Minnesota Statute §115B.16, Subd. 2, and §116.48 if applicable to the subject property and record an affidavit attesting to the location of any underground tanks which are used for the storage of petroleum products.

- (g) The warranties herein and all other terms and conditions of this Agreement shall survive the closing except (e) above.

**ADDENDUM NO. 2
TO PURCHASE AGREEMENT
CONVEYANCE**

It is further acknowledged that the Buyer agrees to immediately convey back to the Seller the same real property at the same terms including the same purchase price with a prospective closing date being April 17, 2025.

Said sale and sale back is to comply with certain requirements of the Minnesota Department of Transportation and the Minnesota Office of Management and Budget.

Said Warranty Deed from the City of Hibbing to the Hibbing Housing and Redevelopment Authority and back again shall be recorded reflecting the actual transaction set forth in said documents.

Dated: _____

Dated: _____

SELLER
CITY OF HIBBING

BUYER
HIBBING HOUSING AND REDEVELOPMENT
AUTHORITY

By _____
Pete Hyduke
Its Mayor

Jacqueline Prescott

By _____
Candie Seppala
Its Clerk

Conveyance

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: **\$1,072.50**

DATE: **March 28, 2025**

FOR VALUABLE CONSIDERATION, **City of Hibbing** a municipal corporation under the laws of the **State of Minnesota** ("Grantor"), hereby conveys and quitclaims to the **Hibbing Housing and Redevelopment Authority**, a **public body, corporate and politic**, under the laws of the **State of Minnesota** ("Grantee"), real property in **St. Louis County, Minnesota**, legally described as follows:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West of the Fourth Principal Meridan, described as follows:

NE 1/4 lying Northeasterly of a line beginning at North 1/16 corner thence South 650 feet; thence Northeasterly at right angle 385 feet; thence Southeasterly at an angle of 211 degrees 300 feet; thence Southeasterly at an angle of 221 degrees 1060 feet; thence Northeasterly at an angle of 94 degrees to East 1/16 corner EXCEPT part beginning at NE corner; thence South 535.8 feet; thence Northwesterly 795 feet to a point on north line; thence East 535.8 feet to point of beginning and EXCEPT that part of West 385 feet of NE 1/4 of the NE 1/4 lying Southwesterly of centerline of Spudville Road.

EXCEPTING minerals and mineral rights reserved, and

SUBJECT to all easements of record.

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

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantors

City of Hibbing

By: _____

Pete HydukeIts: **Mayor**

By: _____

Candie SeppalaIts: **Clerk**

State of Minnesota)

)ss

County of St. Louis)

This instrument was acknowledged before me on _____, 2025, by **Pete Hyduke** as **Mayor** of the **City of Hibbing**.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____

(month/day/year)

State of Minnesota)

)ss

County of St. Louis)

This instrument was acknowledged before me on _____, 2025, by **Candie Seppala** as **Clerk** of the **City of Hibbing**.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Andy Borland, #20710X

Attorney at Law

SELLMAN BORLAND & SIMON PLLC**1907 Third Avenue East, Suite 2, PO Box 37****Hibbing, Minnesota 55746****Telephone: 218-262-5502****Fax: 218-263-4060 jm****Email: attorneys@sellmanborlandsimon.com**

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Hibbing Housing and Redevelopment Authority**3115 7th Ave E****Hibbing, MN 55746**

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: \$1,072.50

DATE: March 28, 2025

FOR VALUABLE CONSIDERATION, **Hibbing Housing and Redevelopment Authority**, a **public body, corporate and politic**, under the laws of the **State of Minnesota** ("Grantor"), hereby conveys and quitclaims to the **City of Hibbing** a **municipal corporation** under the laws of the **State of Minnesota** ("Grantee"), real property in **St. Louis County, Minnesota**, legally described as follows:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West of the Fourth Principal Meridan, described as follows:

NE 1/4 lying Northeasterly of a line beginning at North 1/16 corner thence South 650 feet; thence Northeasterly at right angle 385 feet; thence Southeasterly at an angle of 211 degrees 300 feet; thence Southeasterly at an angle of 221 degrees 1060 feet; thence Northeasterly at an angle of 94 degrees to East 1/16 corner EXCEPT part beginning at NE corner; thence South 535.8 feet; thence Northwesterly 795 feet to a point on north line; thence East 535.8 feet to point of beginning and EXCEPT that part of West 385 feet of NE 1/4 of the NE 1/4 lying Southwesterly of centerline of Spudville Road.

EXCEPTING minerals and mineral rights reserved, and

SUBJECT to all easements of record.

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

together with all hereditaments and appurtenances belonging thereto.

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

This instrument was acknowledged before me on _____, 2025, by **Jacqueline Prescott** as **Executive Director of the Hibbing Housing and Redevelopment Authority**.

Grantor

By: _____
Jacqueline Prescott
 Its: **Executive Director**

My commission expires: _____
(month/day/year)

Andy Borland, #20710X
Attorney at Law
SELLMAN BORLAND & SIMON PLLC
1907 Third Avenue East, Suite 2, PO Box 37
Hibbing, Minnesota 55746
Telephone: 218-262-5502
Fax: 218-263-4060 jm
Email: attorneys@sellmanborlandsimon.com

City of Hibbing
401 E 21st Street #300
Hibbing, MN 55746



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Res-25-04-xx-Habitat-for-Humanity-BROOKLYN

At the Council meeting held April 2, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-_____

RESOLUTION AUTHORIZING THE TRANSFER OF LOTS IN BROOKLYN
TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY
FOR HOUSING IN THE CITY OF HIBBING

WHEREAS, By way of a deed dated October 9, 2024, the State of Minnesota issued a conveyance of forfeited lands to the City of Hibbing for the parcel located in Hibbing, St. Louis County, Minnesota, legally described as follows:

East 15 feet of Lot 3, and all of Lots 4 and 5,
Block 21, BROOKLYN
Parcel Code: 140-0050-04080

Said deed was recorded on December 31, 2024, as Document No. 01502591;
and,

WHEREAS, Said conveyance by the State of Minnesota to the City of Hibbing was authorized pursuant to Minnesota Statutes Section 282 1a(b) or Subdivision 3 or Subdivision 7a to help address blight issues which could be resolved by transferring said property to the North St. Louis County Habitat for Humanity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby authorize the conveyance of real property located in the City of Hibbing and legally described as follows, to-wit:

East 15 feet of Lot 3, and all of Lots 4 and 5,
Block 21, BROOKLYN

to the North St. Louis County Habitat for Humanity and further authorizes the Mayor and Clerk to sign the Quit Claim Deed in substantially the form attached hereto and made a part hereof to effect such conveyance.

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

City of Hibbing
Resolution No. 25-04-_____
April 2, 2025

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Approved by the City Council of the City of Hibbing this 2nd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk

CERTIFICATION

I CERTIFY THAT the above Resolution is a true and correct copy of a Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 2, 2025.

(city seal)

Candie Seppala
City Clerk

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: N/A

DEED TAX DUE: \$1.65

DATE: March 26, 2025

FOR VALUABLE CONSIDERATION, **City of Hibbing** a municipal corporation under the laws of the **State of Minnesota** ("**Grantor**"), hereby conveys and quitclaims to the **North St. Louis County Habitat for Humanity** a nonprofit corporation under the laws of **Minnesota** ("**Grantee**"), real property in **St. Louis County, Minnesota**, legally described as follows:

East 15 feet of Lot 3 and all of Lots 4 AND 5, Block 21, BROOKLYN.

EXCEPTING minerals and mineral rights reserved, and

SUBJECT to all easements of record.

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

together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of property is \$3,000.00 or less.

Grantors

- City of Hibbing**

Pete Hyduke

Candie Seppala

Its: Clerk

This instrument was acknowledged before me on _____, 2025, by **Pete Hyduke** as **Mayor** of the **City of Hibbing, Purchaser**.

(Stamp)

Title (and Rank): Notary Public

My commission expires: _____
(month/day/year)

This instrument was acknowledged before me on _____, 2025, by **Candie Seppala** as **Clerk of the City of Hibbing**

(Stamp)

Title (and Rank): Notary Public

My commission expires: _____
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

**North St. Louis County Habitat for Humanity
PO BOX 24
5558 Enterprise Drive NE
Virginia, MN 55792**



Request for Council Action

City Council Action

Offer RESOLUTION

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

Attachments

1. Res-25-04-xx-Habitat-for-Humanity-FOREST-GROVE

At the Council meeting held April 2, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-_____

RESOLUTION AUTHORIZING THE TRANSFER OF LOTS IN FOREST GROVE
TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY
FOR HOUSING IN THE CITY OF HIBBING

WHEREAS, By way of a deed dated October 9, 2024, the State of Minnesota issued a conveyance of forfeited lands to the City of Hibbing for the parcel located in Hibbing, St. Louis County, Minnesota, legally described as follows:

Lots 3 and 4, Block 5, FOREST GROVE
Parcel Code: 140-0096-00850

Said deed was recorded on December 31, 2024, as Document No. 01502591; and,

WHEREAS, Said conveyance by the State of Minnesota to the City of Hibbing was authorized pursuant to Minnesota Statutes Section 282 1a(b) or Subdivision 3 or Subdivision 7a to help address blight issues which could be resolved by transferring said property to the North St. Louis County Habitat for Humanity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby authorize the conveyance of real property located in the City of Hibbing and legally described as follows, to-wit:

Lots 3 and 4, Block 5, FOREST GROVE

to the North St. Louis County Habitat for Humanity and further authorizes the Mayor and Clerk to sign the Quit Claim Deed in substantially the form attached hereto and made a part hereof to effect such conveyance.

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

FOR ADOPTION:

AGAINST ADOPTION:

City of Hibbing
Resolution No. 25-04-_____
April 2, 2025

ABSTAINING:

ABSENT:

Approved by the City Council of the City of Hibbing this 2nd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk

CERTIFICATION

I CERTIFY THAT the above Resolution is a true and correct copy of a Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 2, 2025.

(city seal)

Candie Seppala
City Clerk

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: N/A

DEED TAX DUE: \$11.02

DATE: March 26, 2025

FOR VALUABLE CONSIDERATION, **City of Hibbing** a municipal corporation under the laws of the **State of Minnesota** ("Grantor"), hereby conveys and quitclaims to the **North St. Louis County Habitat for Humanity** a nonprofit corporation under the laws of **Minnesota** ("Grantee"), real property in **St. Louis County, Minnesota**, legally described as follows:

Lots 3 and 4, Block 5, FOREST GROVE.

EXCEPTING minerals and mineral rights reserved, and

SUBJECT to all easements of record

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

together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of property is \$3,000.00 or less.

Grantors

- City of Hibbing**

Pete Hyduke

Candie Seppala

Its: Clerk

(Stamp)

My commission expires: _____
(month/day/year)

(Stamp)

My commission expires: _____
(month/day/year)

**North St. Louis County Habitat for Humanity
PO BOX 24
5558 Enterprise Drive NE
Virginia, MN 55792**



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. Res-25-04-xx-Habitat-for-Humanity-SARGENT-ADDT

At the Council meeting held April 2, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-_____

RESOLUTION AUTHORIZING THE TRANSFER OF A LOT IN
SARGENT ADDITION TO HIBBING
TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY
FOR HOUSING IN THE CITY OF HIBBING

WHEREAS, By way of a deed dated October 9, 2024, the State of Minnesota issued a conveyance of forfeited lands to the City of Hibbing for the parcel located in Hibbing, St. Louis County, Minnesota, legally described as follows:

Lot 6, Block 21, SARGENT ADDITION TO HIBBING
Parcel Code: 140-0220-03170
(Torrens)

Said deed was recorded on December 31, 2024, as Document No. 01502591; and,

WHEREAS, Said conveyance by the State of Minnesota to the City of Hibbing was authorized pursuant to Minnesota Statutes Section 282 1a(b) or Subdivision 3 or Subdivision 7a to help address blight issues which could be resolved by transferring said property to the North St. Louis County Habitat for Humanity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby authorize the conveyance of real property located in the City of Hibbing and legally described as follows, to-wit:

Lot 6, Block 21, SARGENT ADDITION TO HIBBING
(Torrens)

to the North St. Louis County Habitat for Humanity and further authorizes the Mayor and Clerk to sign the Quit Claim Deed in substantially the form attached hereto and made a part hereof to effect such conveyance.

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

City of Hibbing
Resolution No. 25-04-_____
April 2, 2025

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Approved by the City Council of the City of Hibbing this 2nd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk

CERTIFICATION

I CERTIFY THAT the above Resolution is a true and correct copy of a Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 2, 2025.

(city seal)

Candie Seppala
City Clerk

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: N/A

DEED TAX DUE: \$1.65

DATE: March 26, 2025

FOR VALUABLE CONSIDERATION, **City of Hibbing** a municipal corporation under the laws of the **State of Minnesota** ("Grantor"), hereby conveys and quitclaims to the **North St. Louis County Habitat for Humanity** a nonprofit corporation under the laws of **Minnesota** ("Grantee"), real property in **St. Louis County, Minnesota**, legally described as follows:

Lot 6, Block 21, SARGENT ADDITION TO HIBBING.

EXCEPTING all minerals and ores of every kind that may exist upon, in or under said above described lands, with the right to the owners of said minerals to enter upon said lands and mine and remove the same with as slight injury to the surface under the circumstances as can reasonably be done without liability for damages therefor.

SUBJECT to all exceptions and reservations contained and specified in Certificate of Title No 4808 registered in Book 16 of Register of Titles on page 236 in the office of the Registrar of Titles. **SUBJECT** to all the building conditions and restrictions as contained in deed bearing Doc No 72702 filed in the office of the Registrar of Titles.

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

together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of property is \$3,000.00 or less.

Grantors

- ## City of Hibbing

Pete Hyduke

Candie Seppala

Its: Clerk

This instrument was acknowledged before me on _____, 2025, by **Pete Hyduke** as **Mayor** of the **City of Hibbing, Purchaser**.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: _____
(month/day/year)

This instrument was acknowledged before me on _____, 2025, by **Candie Seppala** as **Clerk** of the **City of Hibbing**

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: _____
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

**North St. Louis County Habitat for Humanity
PO BOX 24
5558 Enterprise Drive NE
Virginia, MN 55792**



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

Attachments

1. GMP Acceptance Resolution 04 14 2025
2. Exhibits A & B
3. Exhibit D - BP 1 Schedule
4. DOC040125

At the Hibbing City Council meeting held April 2, 2025, at 5:00 P.M., in the Hibbing City Council Chamber, Councilor _____ offered the following Resolution and moved its adoption:

**CITY OF HIBBING, MINNESOTA
RESOLUTION NO. 25-04-14**

**A RESOLUTION ACCEPTING AND APPROVING
GUARANTEED MAXIMUM BID AMENDMENTS AS
PRESENTED BY AP MIDWEST, LLC**

STATE OF MINNESOTA)
COUNTY OF SAINT LOUIS)
CITY OF HIBBING)

WHEREAS, the City of Hibbing is a municipal entity with the power under Minnesota Statute to own and develop real estate; and

WHEREAS, the City of Hibbing has identified a need to construct a new public safety building to house certain emergency response equipment and personnel; and

WHEREAS, the City of Hibbing has a great effort and expense, and in compliance with the municipal contracting laws developed plans, specification which have been placed out for public bid; and

WHEREAS, the City of Hibbing has tabulated the bids returned in response to its advertisement for bids and evaluated the submittals available to it.

NOW, THEREFORE, BE IT RESOLVED the City of Hibbing hereby accepts the Guaranteed Maximum Price amendments as provided by AP Midwest, LLC for the Grand Total Base Bid Project Cost of \$6,690,605 Labor and \$4,519,349 Materials; and

RESOLVED FURTHER, that the Hibbing City Council commits to cooperatively working with the HPUC to provide municipal consent for the future Highway 169 Corridor Study.

ADOPTED this 2nd day of April 2025.

CITY OF HIBBING
RESOLUTION NO. 25-04-14
APRIL 2, 2025

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAIN:

ABSENT:

Adopted: April 2, 2025.

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk-Deputy Administrator

CITY OF HIBBING
RESOLUTION NO. 25-04-14
APRIL 2, 2025

Greg Pruszinske

From: Patrick Sims <psims@a-p.com>
Sent: Tuesday, April 1, 2025 2:13 PM
To: Greg Pruszinske; Andy Borland
Cc: Brandon Kellermann
Subject: CRPW's Bid Package 1 - GMP Amendment Docs
Attachments: Exhibit A GMP Amendment.pdf; Exhibit A.1 - BP 1 Public Works Renovations GMP Attachment 1.pdf

Greg/Andy,

Please see the attached Central Range Public Works Bid Package 1 GMP Amendment Docs for review.

The order/list is as follows:

Exhibit A – GMP Amendment (note this is for the CRPW's BP 1 and includes some housekeeping mods to the A133)

Exhibit A.1 – GMP Breakdown

Exhibit B – Insurance and Bonds (this includes the Builders Risk coverage, but that can be deleted later if the City so choose to provide the BR policy. We would not enact the BR policy until we get closer to starting construction)

Exhibit C – A201 GC's (as reviewed by GP,AB and PS)

Exhibit D – BP 1 Schedule

Exhibit E – Billable Rates

Exhibit F – Billable Equipment Rates (will add prior to execution, we are updating rates, should have updated rates by this Friday)

I will send 3 separate emails due to the size of the attachments. Please let me know if you have any questions or concerns. As mentioned to Greg, the critical step is the City Council approving to move forward with BD 1 scope of work. If there are any modifications to the GMP docs, we can address those in the next few days.

Thanks!

Patrick Sims
Project Executive

d 952.607.4663 | m 612.916.2150
psims@a-p.com



WE BUILD. trust. communities. people.

8000 Norman Center Drive, Suite 1000
Minneapolis, Minnesota 55437
www.a-p.com



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 2nd day of April in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of June in the year 2024 (the "Agreement")

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

for the following **PROJECT:**

(Name and address or location)

City of Hibbing – Central Range Public Works Renovations

Bid Package #1

1425 East 23rd Street

Hibbing, Minnesota 55746

THE OWNER:

(Name, legal status, and address)

City of Hibbing

401 East 21st Street

Hibbing, Minnesota 55746

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

AP Midwest, LLC

dba: Adolfson & Peterson Construction

408 West Superior Street

Duluth, Minnesota 55802

TABLE OF ARTICLES

A.0 A133 – 2019 STANDARD FORM OF AGREEMENT - MODIFICATIONS

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.0 A133 – 2019 STANDARD FORM OF AGREEMENT - MODIFICATIONS

§ A.0.1 Name and location of the Project

Delete "for the following Project:, Page 1, A133 Agreement, and replace with the following:

"for the following Project:

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

City of Hibbing – Public Safety Building and Central Range Public Works Renovations
1425 East 23rd Street
Hibbing, Minnesota 55746

§ A.0.2 Article 1 Initial Information

Delete "Paragraph 1.1.1, and replace with the following:

"Development of a new, renovated and/or building addition for the public safety building project and central range public works facility. Development to include a feasibility/programming phase, design and engineering phase and construction of the new, renovated and/or building addition. Existing City of Hibbing emergency facilities are in need of replacement due to deteriorating structures and the existing facilities do not meet the current emergency facility standards.

§ A.0.3 Article 1 Owner's Budget

Delete "Paragraph 1.1.3, and replace with the following:

"The Owner's budget for the project is \$29,600,000 for the construction cost. Project soft costs and central range public works renovations are in addition to the \$29,600,000."

§ A.0.4 Article 1 Sustainable Objective

Delete "Paragraph 1.1.6, and replace with the following:

"B3, LEED or other organized sustainability objectives are not applied to the new, renovated and/or building addition for the public safety building or central range public works renovations. The Construction Manager shall implement sustainable best practices during the construction or renovations of either facility."

§ A.0.5 Article 1 Initial Information

Delete "Paragraph 1.1.10, add the following:

- .1 Geotechnical Engineer
Evan Johnson, PE
License #: 53755
Northeast Technical Services, Inc (NTS)
526 Chestnut Street
Virginia, Minnesota 55792

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price and other modifications and/or updates to the project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million, Nine Hundred Ninety Eight Thousand and Three Hundred Fifty Eight (\$2,998,358), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

See Exhibit A.1.2 attached hereto.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A – no Alternates included in this Bid Package	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A – no Alternates included in this Bid Package	N/A	N/A

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A – no Unit Prices included in this Bid Package	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of execution of this Amendment.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: August 22nd, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

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

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Central Range Public Works Renovations – Bid Package 1 Project Manual

Section	Title	Date	Pages
Div 00 – Spec 32 9219	Specifications	01-29-2025	387

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Central Range Public Works Renovations – Project Plans

Number	Title	Date
G0-11 – E0-61 (Qty 34 Plan Sheets)	Plan Sheets	01-29-2025

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
1) Demolition of existing bulk oil and replace with new bulk oil system	\$103,400.00
2) GPR of existing wall	\$4,000.00
3) Floor Protection and Temporary Walls for Construction	\$42,244.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

- 1) Minnesota Department of Labor & Industry is the permitting authority – construction commencement is dependent on permit review durations by MnDOLI.
- 2) City of Hibbing Building Inspector is the inspecting authority.
- 3) Saw cutting of the existing wall is included
- 4) Grouting of the top 4' of the existing wall included in the GMP.
- 5) AP is not able to guarantee the existing wall condition, construction or structure via GPR accuracy. The GPR is the standard of the industry care that AP can provide, but it is not guaranteed to identify the existing wall integrity.
- 6) Lead paint removal is not include in the GMP.
- 7) Asbestos removal or remediation is not included in the GMP.
- 8) Earthwork/site work scope of work based on the geotechnical report dated 3/7/25 is not included in the GMP.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

AIA Document A133 – Exhibit B, Insurance and Bonds (attached to this Amendment)

AIA Document A201 – Exhibit C, General Conditions (attached to this Amendment)

Exhibit D – Central Range Public Works Renovations – Bid Package 1 – Project Schedule dated March 22nd, 2025

Exhibit E – Adolfsen & Peterson Billable Rates

Exhibit F – Adolfsen & Peterson Billable Equipment Rental Rates

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

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

OWNER *(Signature)*

Pete Hyduke, Mayor

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

David Grandstaff, Regional President

(Printed name and title)

Central Range Public Works Renovations - Exhibit A.1

Bid Package 1 - Itemized GMP Breakdown

4/2/2025

Description		Quantity	\$/Unit	Totals
01 00 00	General Requirements / Conditions	1	\$623,855	\$623,855
03 00 00	Concrete - Adolfson & Peterson Construction	1	\$148,000	\$148,000
06 00 00	General Construction - InterCon Group	1	\$927,076	\$927,076
21 00 00	Fire Suppression - Fire Pro	1	\$32,969	\$32,969
23 00 00	Mechanical - Hecimovich Mechanical	1	\$232,302	\$232,302
26 00 00	Electrical - Hart Electric	1	\$220,128	\$220,128
31 00 00	Earthwork / Bldg Demolition - Rachel Contracting	1	\$496,444	\$496,444
Direct Cost				\$2,680,774
Miscellaneous Costs				
1	CM Bonds			\$32,170
2	Builder's Risk Insurance			\$42,350
3	General Liability Insurance			\$34,297
4	Construction Contingency	5%		\$149,119
5	Construction Fee	2%		\$59,648
Total Cost				\$2,998,358

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 5th day of June in the year 2025 and the Exhibit A Guaranteed Maximum Price Amendment dated the 2nd day of April in the year 2025.

for the following **PROJECT:**
(Name and location or address)

City of Hibbing – Public Safety Building and Central Range Public Works
Renovations 1425 East 23rd Street
Hibbing, Minnesota 55746

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

AP Midwest, LLC
dba: Adolfson & Peterson Construction
408 West Superior Street
Duluth, Minnesota 55802

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

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

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

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

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

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

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

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

Cause of Loss

Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Material sub-limits, if any, are no less than as follows:

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

Coverage	Sub-Limit
Inland Transit	\$5,000,000
Offsite Storage	\$5,000,000
Extra Expense Expediting Expenses	\$2,500,000
Emergency Property Protection	\$1,000,000
Ordinance or Law	\$5,000,000

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

§ B.2.3.1.3.2 If the Owner suspends Work for more than 30 days, terminates Construction Manager for any reason, or if Construction Manager terminates the Contract, the builder's risk insurance shall terminate no later than the 31st day of the suspension, or immediately upon termination of the Contract by either party. Owner shall be responsible for damage to the Work as of the date coverage ends.

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

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

§ B.2.3.3 Insurance for Existing Structures If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

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

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

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- [] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance; including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- [] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- [] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

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

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall, upon request, disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, its officials, employees, servants and agents as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 12 19 and CG 20 37 12 19.

§ B.3.2 Construction Manager's Required Insurance Coverage

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

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

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, four million dollars (\$ 4,000,000) general aggregate, and four million dollars (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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

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

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

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than two million dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide materially narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

Init.

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

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than four million dollars (\$ 4,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

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

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

§ B.3.2.12 Insurance for the use or operation of unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

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

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

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [X] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Subcontractor Default Insurance	\$25,000,000 per occurrence/\$50,000,000 aggregate

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Required Contract Value
Performance Bond	Required Contract Value

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

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Hibbing – Public Safety Building and Central Range Public Works Renovations
1425 East 23rd Street
Hibbing, MN 55746

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Brunton Architects and Engineers
225 Belgrade Ave.,
North Mankato, MN, 56003

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- 2 OWNER
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- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: 1. Contract Agreement: The main contract document outlining the agreement between the owner and the contractor. 2. General Conditions: standardized terms and conditions that govern the project. 3. Special Conditions: Specific terms unique to the project. 4. Specifications: Written descriptions of materials, workmanship, and construction standards. 5. Drawings: Detailed graphical representations of the project. 6. Addenda: Changes or additions to the original contract documents. 7. Change Orders: Amendments to the contract documents after the project has begun. 8. Construction Change Directives: Directives issued by the owner for changes in the work. 9. Miscellaneous Documents: Additional documents relevant to the project, such as permits approvals, and certificates.. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Base Bid

The Base Bid is the bid before any alternates are considered.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably indicated therein.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by email or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to

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know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness at Owner's expense. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, issue a second notice to the Contractor that Contractor has five (5) days to commence and continue to correct such deficiencies. If the Contractor, within such five (5) day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated reasonable observations with requirements of the Contract Documents. However, Contractor's investigation shall not be deemed to supersede or waive Contractor's right to rely on site information provided by Owner under Section 2.3.4.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

Notwithstanding any of the rights and authority granted or required of the Owner in the Contract Documents or any provision, in no event shall the Owner have the right to exercise control over, take charge of, or assume any

responsibility for any subcontractor's or supplier's employees, construction means, methods, techniques, sequences, or procedures, or for subcontractor's safety precautions and programs in connection with the Work.

§ 3.3.2 Subcontractors will be independently responsible for the safety of their employees and job-site in connection with their subcontracted portions of the Work; provided, however, that the foregoing is not intended to relieve Contractor of its obligations to Owner, including, without limitation, Contractor's obligation to construct the Work in accordance with the Contract Documents.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 For a period of one (1) year following Substantial Completion of the Work, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor shall be entitled to a copy of all maintenance records upon request. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. THE AFORESAID WARRANTIES AND ANY OTHER EXPRESS WARRANTIES REQUIRED UNDER THE SPECIFICATIONS ARE IN LIEU OF ALL OTHER WARRANTIES BY THE CONTRACTOR, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In the event there is a change in tax rates, including tariffs, by the Federal, State, County or Municipal governments, Contractor shall be entitled to a Change Order for the difference (positive or negative) and adjust the contract value accordingly.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Owner may reply within five (5) days to the Contractor

in writing, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the five (5) day period shall constitute notice of no reasonable objection.

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§ 3.10 Contractor's Construction and Submittal Schedules

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Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect, as may be modified from time to time, subject to the provisions of this Agreement.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, , and agents and employees of the Owner from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed,

and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably indicated in the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall timely cooperate with each other. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of the Owner's or Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

(Paragraph Deleted)

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change; and
- .6 **The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.**

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment.

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The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Acceptance of Change Orders and any adjustments in the Contract Sum or Contract Time shall not be unreasonably withheld.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time if the party asserting waiver has been prejudiced by lack of notice.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control (including but not limited to, labor and/or material escalation and/or shortages, supply chain disruptions, delays to deliveries, permits, insurance or notice to proceed, and Owner, government, or regulatory actions, such as stop work orders, arising out of or relating to quarantines, embargos, travel restrictions, virus, disease, contagion, or any other widespread communicable disease, such as epidemics or pandemics); (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time and/or Sum shall be extended for such reasonable time and/or cost as the Architect may determine. The extension of time and/or costs under this Article 8.3 shall not be deemed Contractor's sole remedy, and Contractor shall be entitled to an equitable adjustment to the Contract Sum to account for any such delays, disruptions, and/or impacts.

§ 8.3.2 Claims relating to time and costs shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding anything herein to the contrary, the Schedule of Values submitted by the Contractor shall not act to limit or reduce the Contractor's compensation for the Work identified therein, in the event Contractor's actual cost for the Work deviates from the values shown therein.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

(Paragraph Deleted)

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 damage to the Owner or a Separate Contractor;
- or
- .5 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 Owner will provide ten (10) days' prior written notice and an opportunity to cure before withholding payment. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph Deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. To prevent fraud and cyberattacks, no personal identification information (i.e., bank account, social security, Federal tax identification

numbers, or associated passwords, etc.) will be sent via email. All wire transfer information will be provided via telephone, facsimile, or video call.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Reserved.

§ 9.6.4 Reserved.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Section 9.6.2.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work. Notwithstanding any other circumstance or provision, a Temporary Certificate of Occupancy shall constitute Substantial Completion. If the local building official fails to issue a Temporary Certificate of Occupancy or any governing authority fails to issue any other approvals, licenses, or other documents necessary for the occupancy of the Project due to events beyond the reasonable control of Contractor, Substantial Completion shall be the date such documents necessary for occupancy could have been issued but for the events beyond the Contractor's control.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. For any partial occupancy or use, the Owner shall reduce retainage proportionately to the Contractor at the time of partial occupancy or use.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the

Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, the Contractor is not responsible for any Hazardous Materials encountered at the site. If Contractor encounters any Hazardous Materials or substance not identified in the Contract Documents to be the responsibility of Contractor, then Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

.1 "Hazardous Materials" means any materials, wastes, substances and chemicals, which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or site, the practices involved in the Project or site, or any Work.

.2 Before the Commencement Date, to the extent available, and as they become available thereafter, the Owner shall provide the Contractor with copies of all environmental studies, reports, and impact statements, including Hazardous Materials, in existence at the site.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner State of Minnesota and St. Louis County shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

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Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner, Subcontractors, and Sub-subcontractors to the extent the loss to the Contractor would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Owner by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Required Property Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be adjusted by the Owner by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 During the Project construction period the Owner shall insure any owned properties, real or personal or both, at or adjacent to the site by property insurance. After expiration or cancellation of the builder's risk insurance required by this agreement, Owner will provide property insurance on the completed Project. The Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the builder's risk insurance required by the Agreement shall be adjusted by the party who procured the property insurance and made payable to the party who procured the property insurance for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The party who procured the property insurance pay the Architect and Contractor their just shares of insurance proceeds received, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in a similar manner.

§ 11.5.2 If requested by Owner or Contractor prior to settlement of an insured loss, the party who procured the property insurance shall notify the other party(ies) of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The other party(ies) shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the other party(ies) does not object, the party who procured the property insurance shall settle the loss and other party(ies) shall be bound by the settlement and allocation. Upon receipt, the party who procured the builder's risk insurance shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If any party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the party who procured the builder's risk insurance may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 The Owner is in material breach of the Contract Documents; or
- .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. The Contractor may also terminate if the Owner has failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, and that failure has continued for seven (7) days or more after the Contractor's written notice of the failure to the Owner.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred up to and by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor, if Contractor has failed within those seven days to commence a cure or proceed diligently to cure the default within the cure period, and may, subject to any prior rights of the surety:

- .1 Direct the Contractor to remove itself from the site with the exception of an agent designated by Contractor and approved by the Owner to be on the premises and remove all equipment, materials, tools and construction equipment owned by the Contractor from the site,
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 Conversion of Termination for Cause to Termination for Convenience. In the event Owner terminates Contractor for any cause under the terms of this Agreement and it is later determined by a court of competent jurisdiction, by arbitration or other similar proceeding that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination for convenience.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred up to and by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. This Subparagraph shall not operate to diminish or impair the right of the Contractor to stop Work under other provisions of the Contract Documents, and the Contractor shall not be required to continue performance when not being paid amounts due or owed under the Contract Documents, notwithstanding the provisions of this Agreement or the Owner disputing that such amounts are due and owing.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost and Time

When Owner has rejected Contractor's request for additional time or costs under other provisions of the Contract Documents, Contractor may proceed with a Claim under this Article.

§ 15.1.6 Claims for Additional Time and Costs

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time and Sum, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time and/or costs, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

The parties further agree that Claims based on adverse weather conditions may also include days that work cannot be performed because it is unsafe, because the Contractor is recovering from adverse weather conditions or because of any of the following:

- i. precipitation, including but not limited to rain, snow, hail, and sleet, of one inch (1") or greater;
- ii. wind speeds of twenty-five (25) miles per hour or greater;
- iii. temperature less than 5 below zero (-5 degrees) ambient temperature and/or 25 below zero (-25 degrees) windchill, or greater than one hundred five (105 degrees) Fahrenheit heat index;
- iv. or otherwise indicated in the drawings, specifications, or manufacturer's requirements.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. All negotiations, mediation, and

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arbitration proceedings and outcomes shall be treated as Confidential Information. All settlement agreements reached in any proceeding shall be confidential and enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



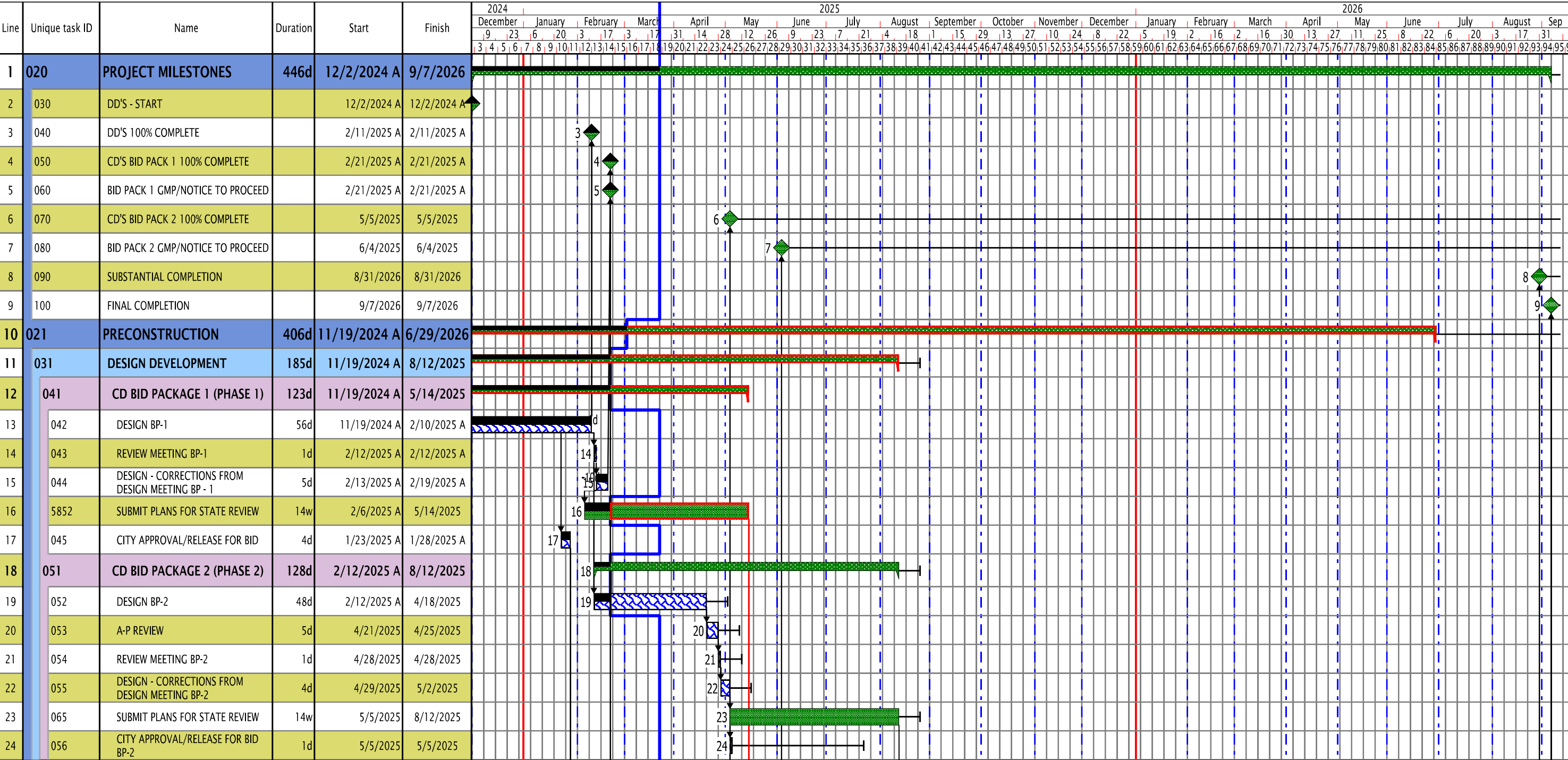
Exhibit D

Central Range Public Works Renovation
Preliminary Construction Schedule

1425 E 23rd Street
Hibbing, MN 55746



City of Hibbing
401 E 21st St #300
Hibbing, MN 55746



Contractor, Procurement Stages, Build Stages - CSI Divisions

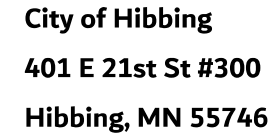
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14 Conveying Equipment	21 Fire Suppression	22 Plumbing	23 HVAC	26 Electrical	27 Communications	28 Electronic Safety & Security	31 Earthwork

Milestone Appearances

Start Milestone



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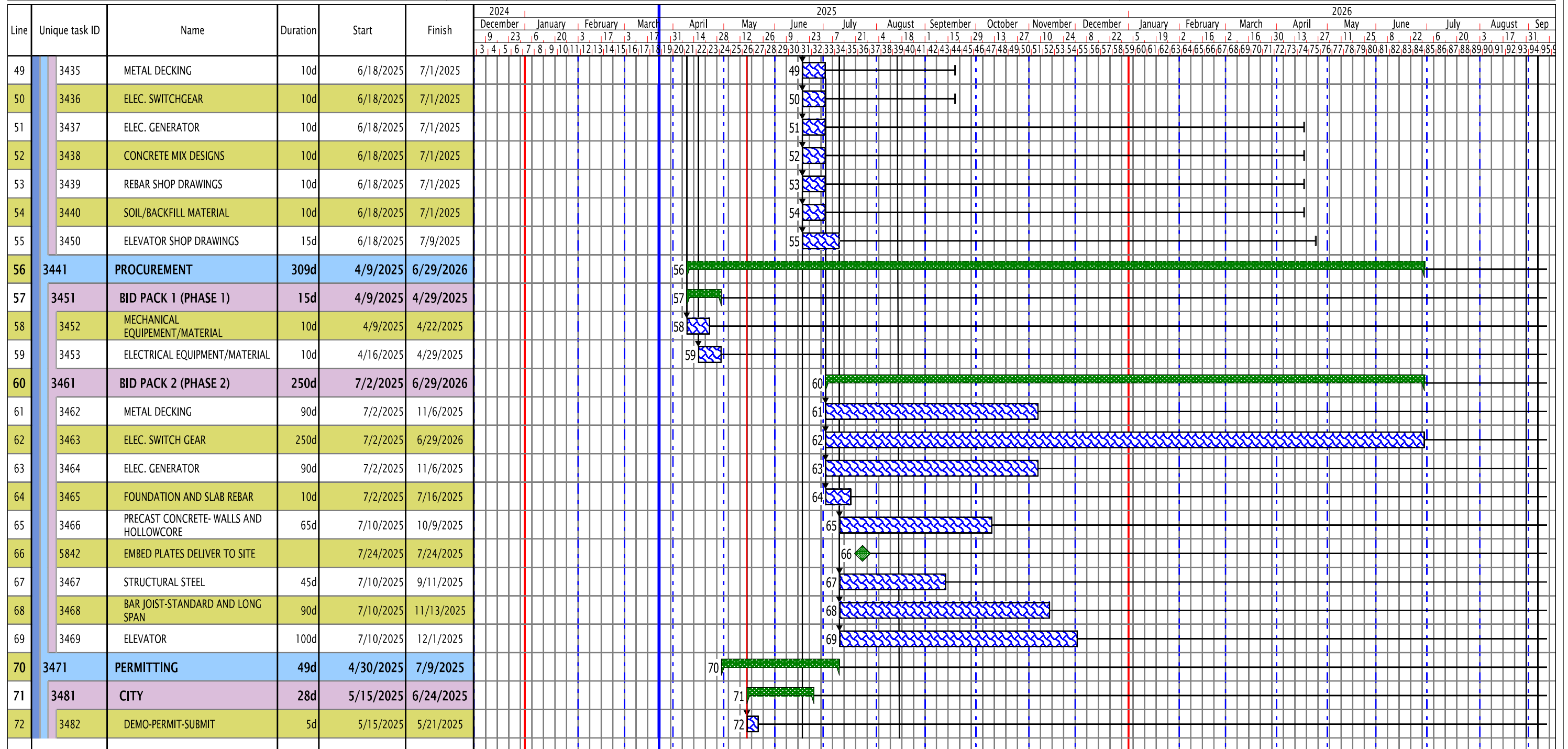
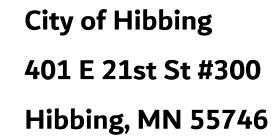


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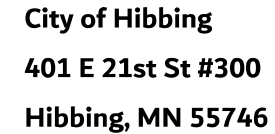
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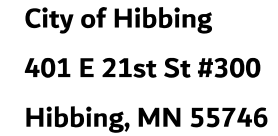
Preliminary Construction Schedule

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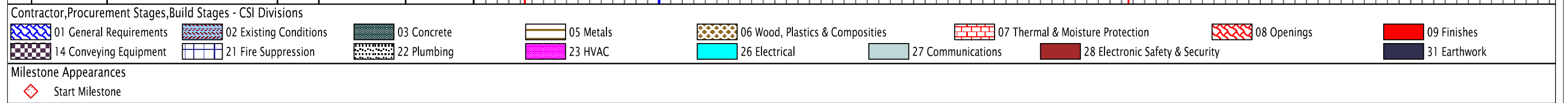
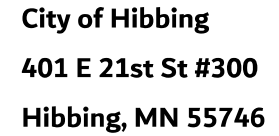
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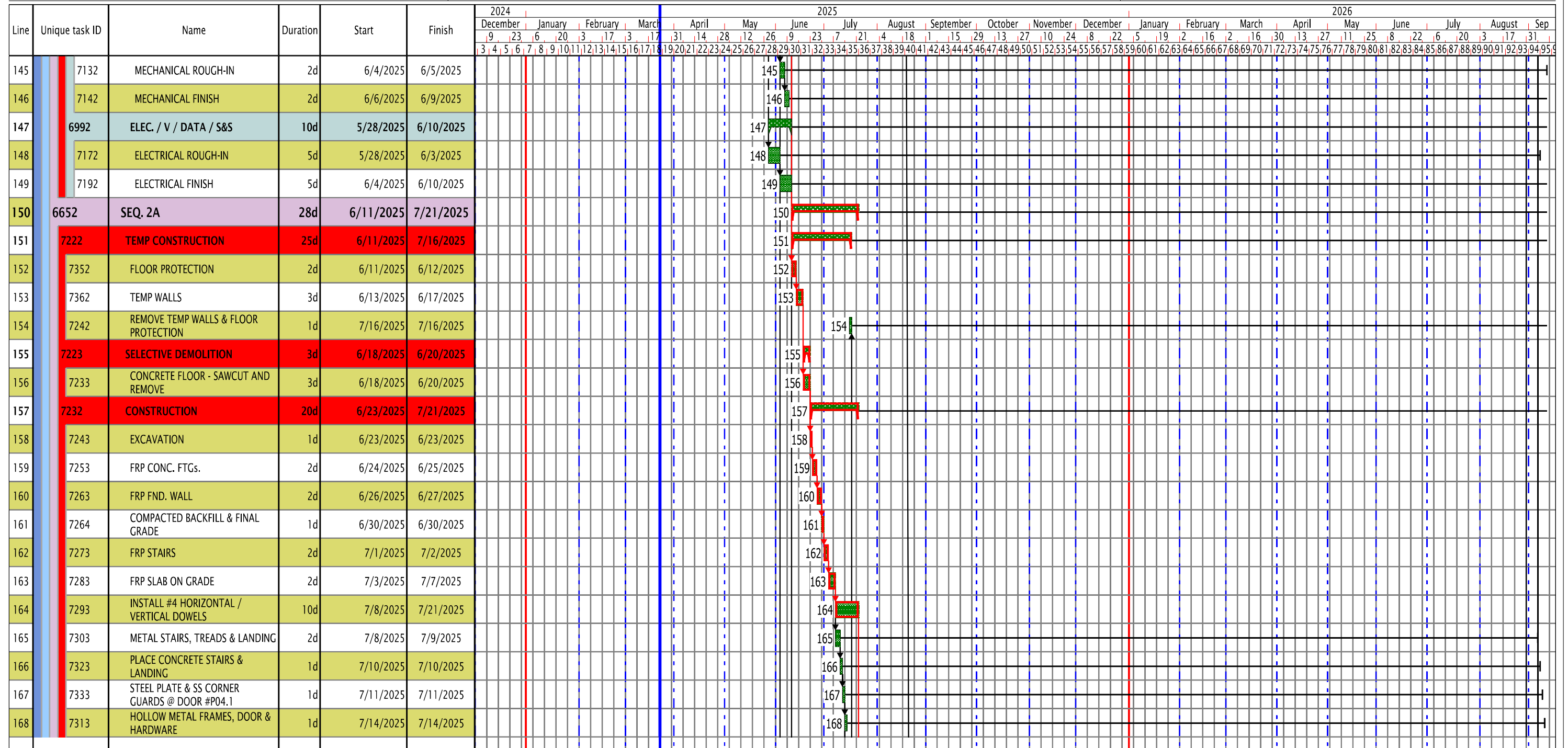
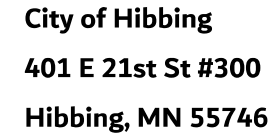
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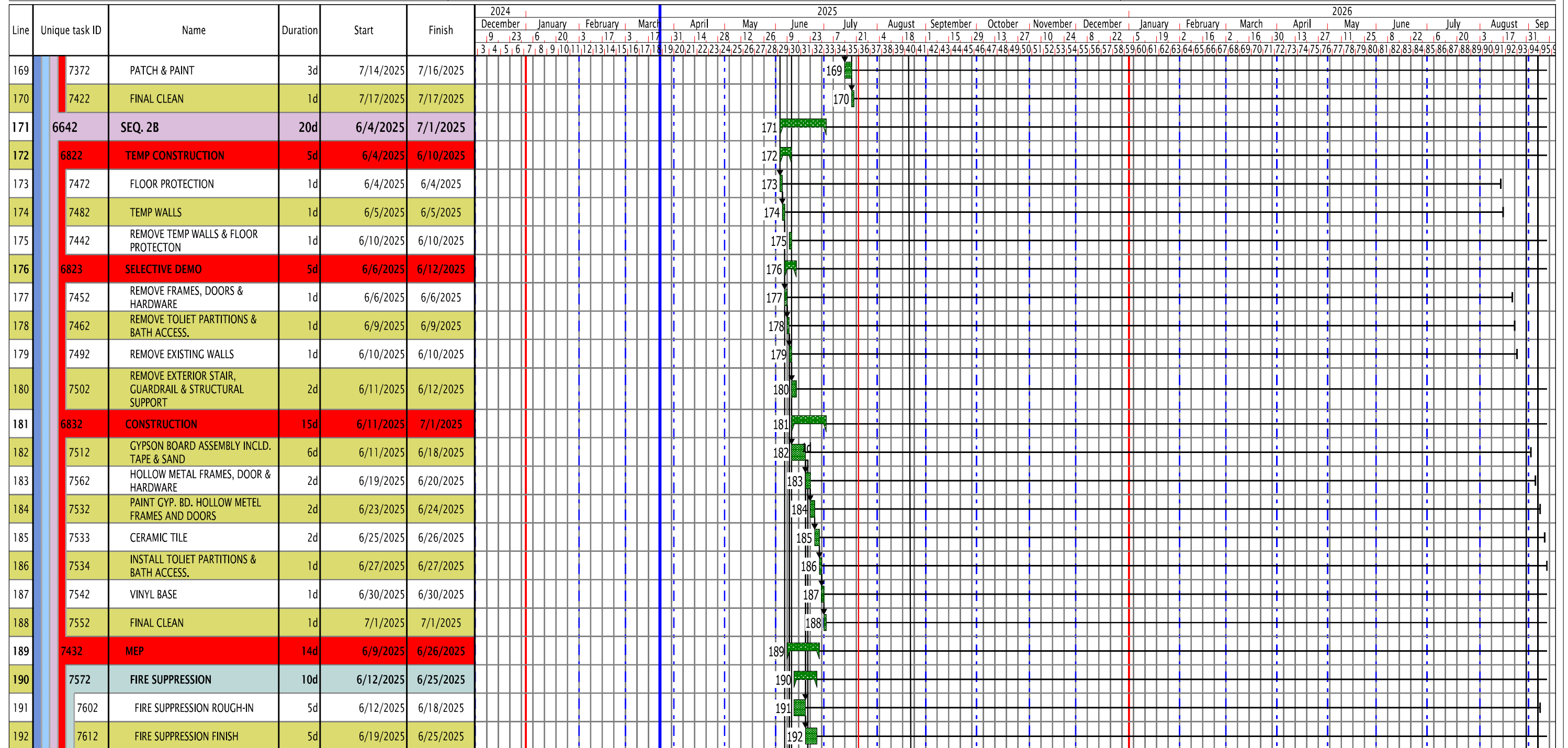
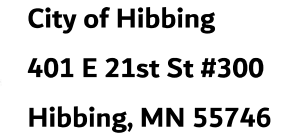
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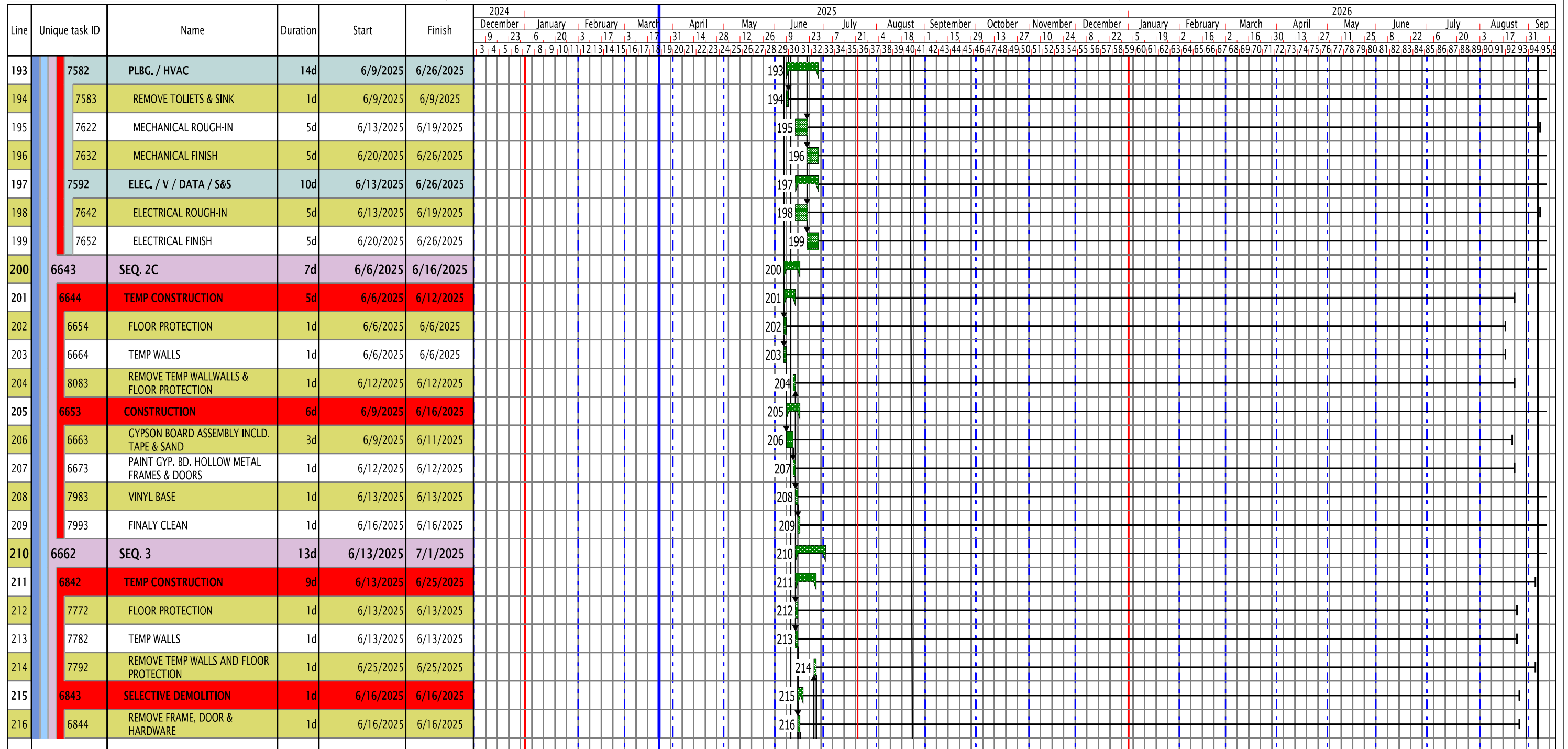
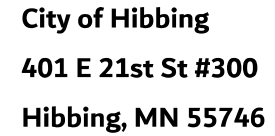
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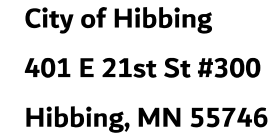
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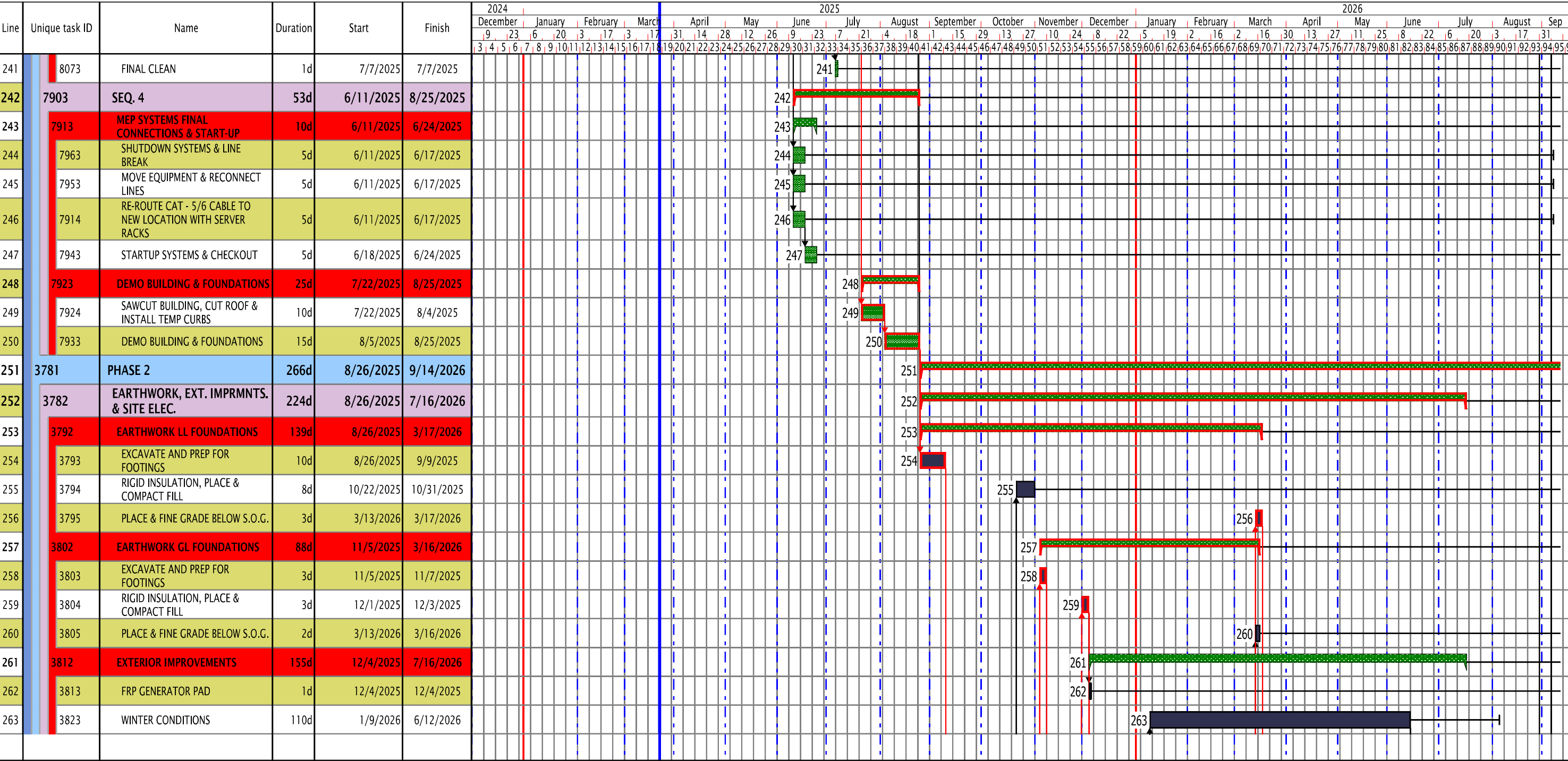


Central Range Public Works Renovation
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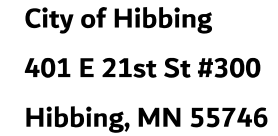
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Milestone Appearances

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Hibbing, MN 55746

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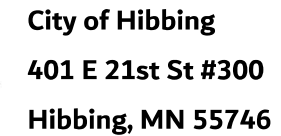
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14 Conveying Equipment 21 Fire Suppression 22 Plumbing 23 HVAC 26 Electrical 27 Communications 28 Electronic Safety & Security 31 Earthwork

 Start Milestone

Planned by Powerproject



1425 E 23rd Street
Hibbing, MN 55746

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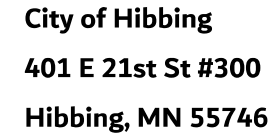
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 Start Milestone

Planned by Powerproject



1425 E 23rd Street
Hibbing, MN 55746

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  28 Electronic Safety & Security
  31 Earthwork

 Start Milestone

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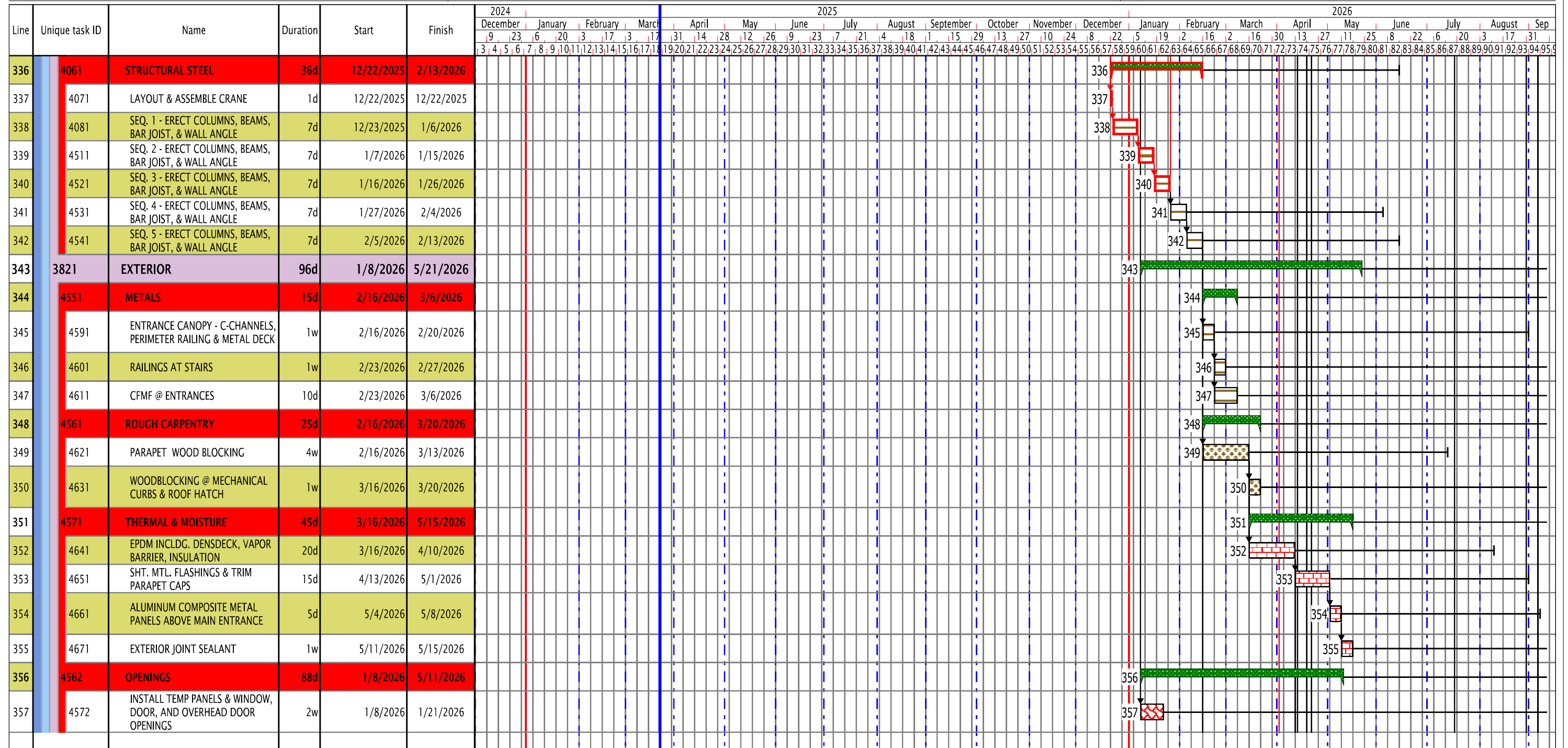
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1425 E 23rd Street
Hibbing, MN 55746



City of Hibbing
401 E 21st St #300
Hibbing, MN 55746



 01 General Requirements
 02 Existing Conditions
 03 Concrete
 05 Metals
 06 Wood, Plastics & Composites
 07 Thermal & Moisture Protection
 08 Openings
 09 Finishes

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  31 Earthwork

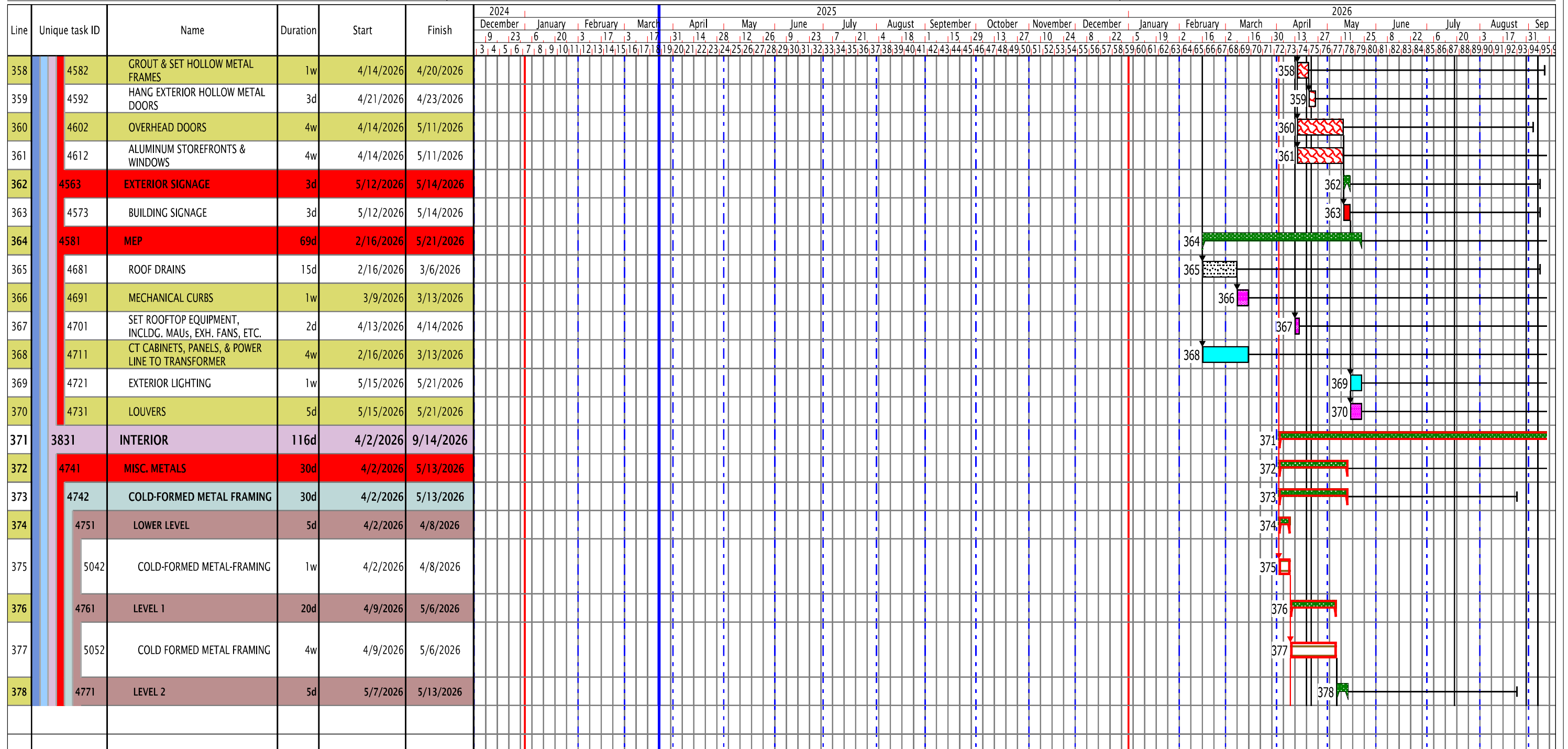
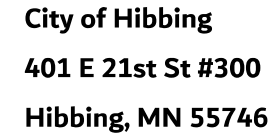
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Print: 3/22/2025

Planned by Powerproject



1425 E 23rd Street
Hibbing, MN 55746



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 Start Milestone

Planned by Powerproject



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Hibbing, MN 55746

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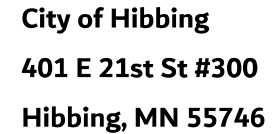
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Hibbing, MN 55746

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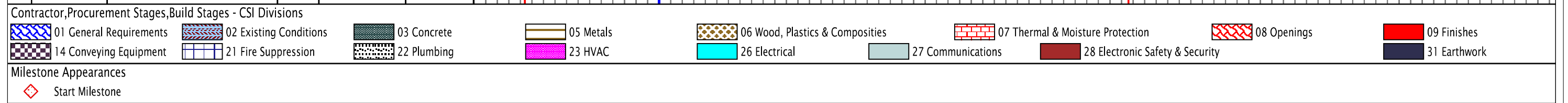
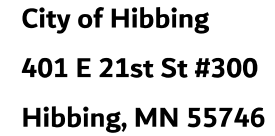
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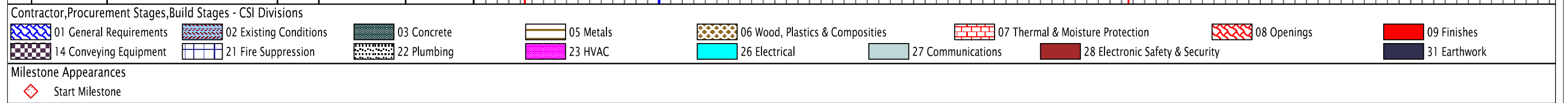
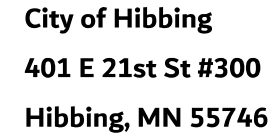
1425 E 23rd Street
Hibbing, MN 55746



Planned by Powerproject



1425 E 23rd Street
Hibbing, MN 55746



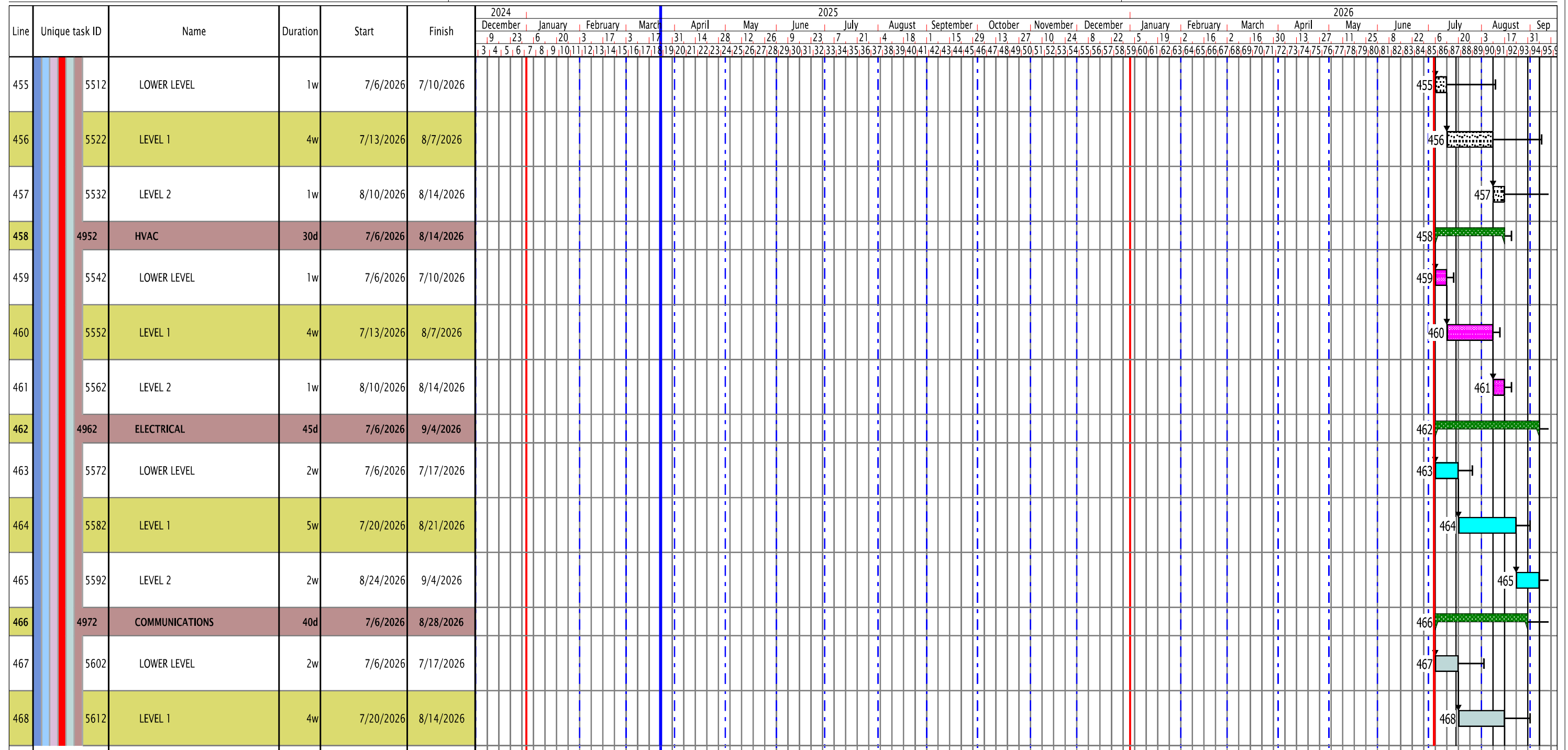
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1425 E 23rd Street
Hibbing, MN 55746



City of Hibbing
401 E 21st St #300
Hibbing, MN 55746



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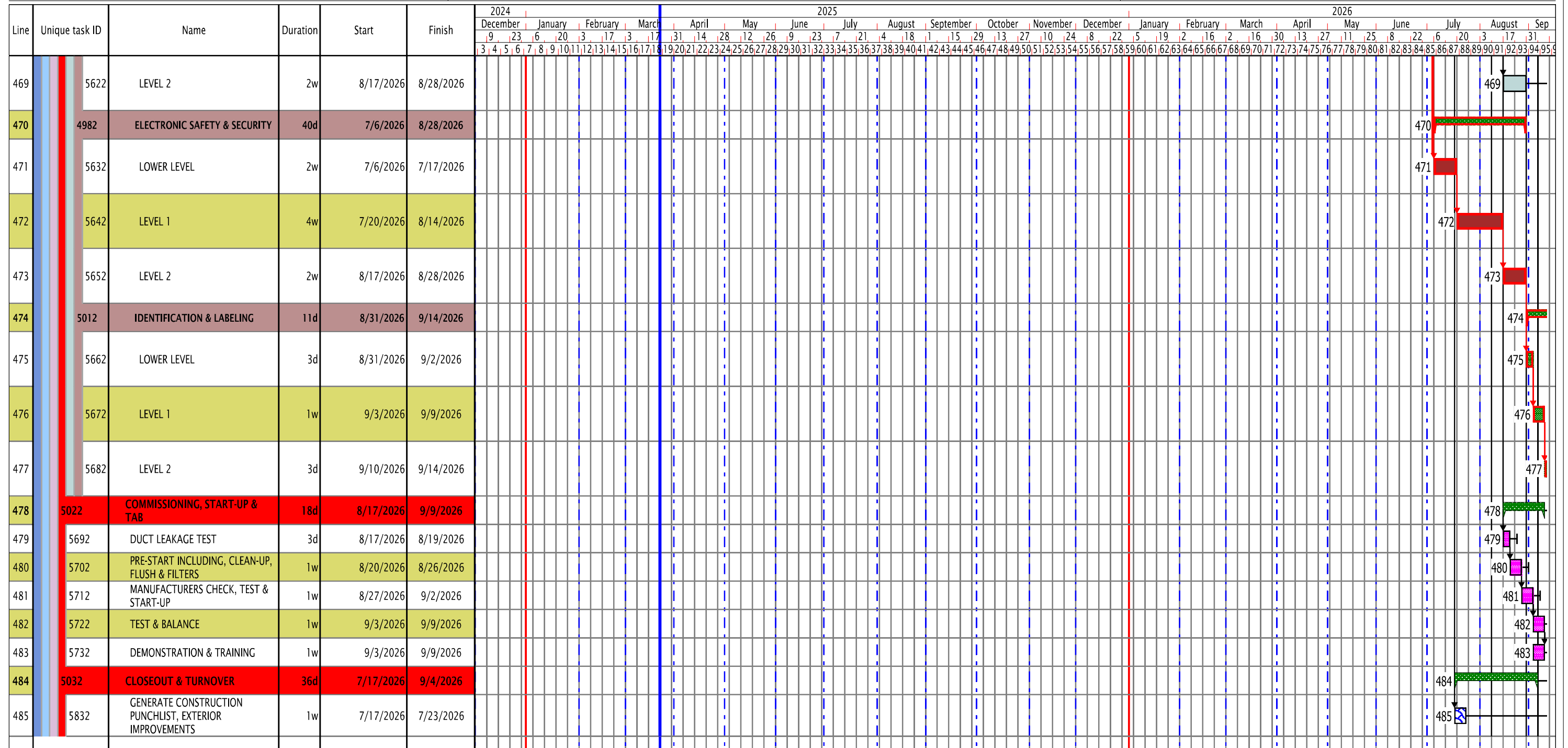
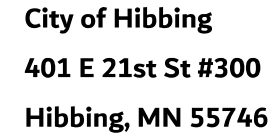
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1425 E 23rd Street
Hibbing, MN 55746



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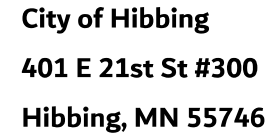
 Start Milestone

Print: 3/22/2025

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1425 E 23rd Street
Hibbing, MN 55746



Contractor, Procurement Stages, Build Stages - CSI Divisions									
 01 General Requirements	 02 Existing Conditions	 03 Concrete	 05 Metals	 06 Wood, Plastics & Composites	 07 Thermal & Moisture Protection	 08 Openings	 09 Finishes		
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Milestone Appearances									
 Start Milestone									

Planned by Powerproject



Exhibit E - Billable Rates

2025-2026 Standard Construction and Field Hourly Rates

Standard Rate

Project Management		Hourly Rate
Director of Operations (Field, Operations, Preconstruction)	\$	153.00
Project Executive	\$	153.00
Senior Project Manager 1	\$	141.00
Senior Project Manager 2	\$	141.00
Project Manager 1	\$	119.00
Project Manager 2	\$	119.00
Asst. Project Manager	\$	94.00
Field Engineer	\$	85.00
Field Management		Hourly Rate
General Superintendent	\$	149.00
Sr. Superintendent*	\$	149.00
Superintendent*	\$	136.00
Asst. Superintendent	\$	111.00
Quality Control*	\$	115.00
On-Site Safety*	\$	115.00
Field Labor		Hourly Rate
Commercial Carpenter Foreman	\$	116.55
Commercial Carpenter	\$	111.35
Laborer Foreman	\$	106.69
Conc/Gen - Laborer	\$	101.49
Cement Finisher Foreman	\$	114.06
Cement Finisher	\$	108.11
Operator 1 - Tower Crane 250' and Over	\$	118.14
Operator 2 - Tower Crane 200' and Over	\$	116.06
Operator 3 - Tower Crane up to 200'	\$	113.70
Operator 4 - Boom Truck, Tower Crane up to 100' and Self-Erecting Crane	\$	112.42
Operator 5 - Forklift and Skip	\$	109.20
Elevator Operator	\$	109.20
Support		Hourly Rate
Chief Estimator	\$	138.00
Preconstruction Manager	\$	141.00
Senior Estimator	\$	136.00
Estimator	\$	111.00
Project Coordinator	\$	73.00
VDC	\$	107.00
Scheduling Manager	\$	128.00
MEP Manager	\$	128.00
Safety Director	\$	128.00



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

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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. RCA Beaver Management Agreement



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes: 2025 Beaver management agreement

Main Agenda x

Consent Agenda _____

Date: 2/28/2024

Description of Agenda Item:

USDA 2025 Beaver Management Agreement

Strategic Initiative:

To manage and prevent beaver damage to properties.

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

Jesse Story, Hibbing City Engineer, jstory@ci.hibbing.mn.us, 218-262-3486

Introduction/Background/Justification/Key Issues/Legal

Attached is the 2025 agreement from the USDA APHIS for beaver management. This is an annual agreement to help the city manage the beaver population.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact:

The quote amount is \$9,000.00. This is a budgeted item.

Action Requested: Request council approval

COOPERATIVE SERVICE AGREEMENT
between
City of Hibbing
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to provide for services performed by USDA / APHIS / Wildlife Services (hereinafter referred to as “APHIS-WS”) to manage beaver damage to properties owned or controlled by City of Hibbing.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

City of Hibbing agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Jesse Story
401 East 23rd St.
Hibbing, MN 55746

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Gary Nohrenberg, State Director
644 Bayfield St., Ste. 215
St. Paul, MN 55107
Phone: 651-224-6027
gary.nohrenberg@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on March 17, 2025, and shall continue through December 31, 2025. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 41-6005232

APHIS-WS's Tax ID: 41-0696271

CITY OF HIBBING:

Jesse Story

401 East 23rd St.

Hibbing, MN 55746

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Gary Nohrenberg, State Director

USDA, APHIS, WS

644 Bayfield St., Ste. 215

St. Paul, MN 55107

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between City of Hibbing and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The City of Hibbing has requested APHIS-WS assistance to resolve damage to roads, timber, drainage and property caused by beavers and their dams at various damage sites within the Hibbing city limits.

Plan of Action

APHIS-WS will attempt to reduce beaver damage on streams and waterways within the Hibbing city limits, by removing resident beaver and their associated dams. Beaver will be removed via trapping or shooting and dams will be removed via binary explosives or with hand rakes.

Beaver and dam removal will only be conducted under the direction of the Cooperator. The Cooperator reserves the right to remove some dams mechanically. Beaver and dam removal is contingent on landowner permission, and direction from City of Hibbing.

APHIS-WS will be responsible for securing landowner permission. APHIS-WS will return to previously worked damage sites if any fresh beaver activity is documented within 30 days of completion and remove any remaining beaver and dams at no cost to the Cooperator.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		4,648.25
Travel		0.00
Vehicle Usage		1,550.00
Other Services		0.00
Supplies and Materials		880.00
Equipment		0.00
Subtotal (Direct Charges)		7,078.25
Pooled Job Costs	11.00%	778.61
Indirect Costs	16.15%	1143.14
Agreement Total		\$9,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$9,000.00		

Financial Point of Contact/Billing Address:

APHIS-WS:

Connie Timm

34912 U.S. Hwy. 2

Grand Rapids, MN 55744

218-327-3350

Constance.l.timm@usda.gov

City of Hibbing:

Phone: _____

Email: _____



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. RCA Award State Aid Project bid to KGM



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda x

Consent Agenda _____

Description of Agenda Item:

Award the 2025 City of Hibbing State Aid Project to KGM.

Strategic Initiative: Rehabilitation of 23rd Street from 1st Avenue to 9th Avenue West, including new bituminous, sidewalk, curb & gutter, watermain.

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

Jesse Story, Hibbing City Engineer, jstory@ci.hibbing.mn.us, 218-262-3486

Introduction/Background/Justification/Key Issues/Legal

Bids were accepted and opened for the 2025 City of Hibbing State Aid Project:

- KGM Constructors, Inc. - \$2,746,571.70
- Bougalis Construction - \$2,919,178.70
- Engineers Estimate - \$3,011,629.00

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact: KGM was the low bid on the project at \$2,746,571.70. Project funding breakdown is:

City State Aid - \$1,130,479.20

Hibbing Public Utilities - \$1,616,092.50

Action Requested:

I am asking the city council to award the 2025 city of Hibbing State Aid Project to KGM Constructors, Inc. in the amount of \$2,746,571.70.



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

The Hibbing Speedway currently does not have a catch fence at the race track. We need to construct a catch fence on the front stretch of the track to protect the fans and patrons of the race.

Proposal is to construction 360' of 10' high fence along with 360' of 6' high security fence to keep patrons away from the track where the old grand stand once stood. See attached quote.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$44,800 Catch fence

\$8,700 security fencing

\$53,500 TOTAL - Award to Iron Oakes Fencing - Funds will be from the Race Track Fund Account

Action Requested

Requesting Council Approval

Attachments

1. Catch fence
2. 6' privacy fence

Iron Oakes Fencing

4295 Davis Road 218-247-7219 Phone
Grand Rapids, MN 55744 218-247-7219 FAX

JOB ESTIMATE

Date: 12-Mar-25

Hibbing Parks & Rec
401 E 21st Street
Hibbing, MN 55746
Att: Nick Arola
Phone: 218-421-5565

nickarola@hibbingmn.gov

Installation of approx. 360' of 10' tall chain link with 4 runs of cable.

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Materials and Installation:

Terminal Posts: 4" x 16' x LG40 galv; Line Posts: 4" x 16' x LG40 galv;
Fabric: 10' x 2" x 9 gauge GAW KK

Each termination will have a brace rail and truss rod.

Gates: none

There will be 4 runs of cable. Sizes 3/4" 5/8" 1/2" 1/2"

Posts set 6' on center

Posts will be set in 6' of concrete.

All materials and labor:

44,800.00

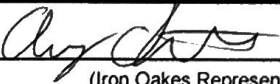
Nick: Thank you for contacting us for a quote; hopefully the above is acceptable
and we do the work for you.

TOTAL ESTIMATED JOB COST

\$44,800.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. We will contact Gopher One Call to locate underground utilities; the customer is responsible for locating any private utility lines such as LP gas, wiring to garage from house, etc.

Payment Requirements: One half down, balance upon completion. Once signed, this estimate becomes a contract.


(Iron Oakes Representative)

3/31/25
(Date)

(Customer Signature)

(Date)

(Customer Signature)

(Date)

Iron Oakes Fencing

4295 Davis Road 218-247-7219 Phone
Grand Rapids, MN 55744 218-247-7219 FAX

JOB ESTIMATE

Date: 31-Mar-25

Hibbing Parks & Rec

401 E 21st Street
Hibbing, MN 55746
Att: Nick Arola
Phone: 218-421-5565

nickarola@hibbingmn.gov

Installation of approx. 320' of 6' tall galvanized chain link.
Multiple options.

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Materials and Installation:

Terminal Posts: 2 1/2" x 9' x LG20 galv; Line Posts: 2" x 9' x LG40 galv; Rail: 1 5/8" x 21' x LG20
Fabric: 6' x 2" x 9 gauge GAW KK

Each termination will have a brace rail and truss rod.

Gates: none

Posts driven 36", 10' or less on center.

All materials and labor:

New:

6,650.00

Lightly Used:

5,400.00

Add plastic privacy slats:

4,300.00

Add used tan privacy slats:

3,300.00

Nick: Thank you for contacting us for a quote; hopefully the above is acceptable
and we do the work for you.

TOTAL ESTIMATED JOB COST

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. We will contact Gopher One Call to locate underground utilities; the customer is responsible for locating any private utility lines such as LP gas, wiring to garage from house, etc.

Payment Requirements: One half down, balance upon completion. Once signed, this estimate becomes a contract.


(Iron Oakes Representative)

3/31/25
(Date)

(Customer Signature)

(Date)

(Customer Signature)

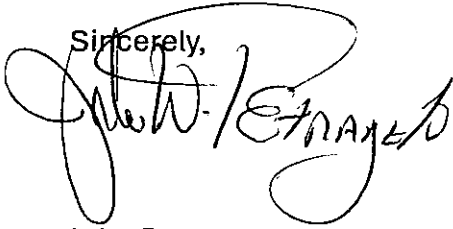
(Date)

March 24, 2025

Dear Hibbing City Administrator,

I am writing to you to inform you that I am resigning from the city of Hibbing Planning Commission. I have served on it for over 18 years. I have served under three different mayors: Rick Wolff, Rick Cannatta and now Mayor Pete Hyduke. I am requesting that whoever replaces me fills out the rest of my term on the Hibbing Planning Commission. Thank you for the opportunity to serve the city of Hibbing.

Sincerely,

A handwritten signature in black ink, appearing to read "John Petrangelo". The signature is stylized with large, flowing loops and a long horizontal stroke at the end.

John Petrangelo