



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, April 23, 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. APPROVAL OF THE AGENDA:

IV. CONSENT AGENDA:

1. Approve Accounts Payable checks #179848 dated April 22, 2025, in the amount of \$8,629.76

V. DEPARTMENT AND COMMITTEE REPORTS:

1. City Administrator Greg Pruszinske

- a. Authorize the Mayor and City Clerk to sign the Memorandum and Condition of Sale from St. Louis County to Minnesota Department of Transportation and the City of Hibbing
 - Offer RESOLUTION NO, 25-04-21 APPROVING THE MEMORANDUM AND CONDITION OF SALE FOR THE PUBLIC WORKS FACILITY AS THE NOW PUBLIC SAFETY BUILDING

b. Building Official Pat Green

Approve a Subdivision Plat Exemption request of the City of Hibbing, 401 East 21st St., Hibbing, MN 55746, and on behalf of additional owners: St. Louis County and the State of Minnesota Department of Transportation, in the R-1, Single Family Residence District

- Offer RESOLUTION NO. 25-04-19 APPROVING THE PLAT EXEMPTION FOR ST. LOUIS COUNTY, STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF HIBBING
- c. Authorize the Mayor and City Clerk to sign the Joint Powers Contract -

Amendment #1 for the Central Range Public Works Facility between the State of Minnesota, St. Louis County, and the City of Hibbing

- Offer RESOLUTION NO. 25-04-20 APPROVING AND AUTHORIZING EXECUTION OF STATE OF MINNESOTA - JOINT POWERS CONTRACT AMENDMENT #1

VI. ADJOURNMENT:

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005102	SELLMAN BORLAND SIMON PLLC TRUST ACCT I-04/22/25	SETTLEMNT COSTS/SULLIVAN CANDY	R	4/22/2025		8,629.76CR	179848	8,629.76
* * T O T A L S * *								
REGULAR CHECKS:			NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED		
HANDWRITTEN CHECKS:			1	0.00	8,629.76	8,629.76		
PRE-WRITE CHECKS:			0	0.00	0.00	0.00		
DRAFTS:			0	0.00	0.00	0.00		
VOID CHECKS:			0	0.00	0.00	0.00		
NON CHECKS:			0	0.00	0.00	0.00		
CORRECTIONS:			0	0.00	0.00	0.00		
REGISTER TOTALS:			1	0.00	8,629.76	8,629.76		

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Carol Waselek 4/22/25 ck # 179848

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND	PERIOD	AMOUNT						
406	4/2025	8,629.76CR						
ALL		8,629.76CR						



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

Consideration and action.

Description of Agenda Item

Strategic Initiative

Safe, Secure, and Valued Community; Excellence in Delivery of Services

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

As we develop our Hibbing Public Safety Building, our plan is to buy out St Louis County's Interest in the Central Range Public Works Facility. The attached Memorandum and Condition of Sale is the instrument to convey ownership to MMDOT and the City of Hibbing.

A key issue is the purchase price is \$1.3m. MNDOT is paying \$410,000 and the City of Hibbing is paying \$890,000, based on space allocation and appurtenances (brine production and filling station and fueling station.)

Board/Commission/Committee Actions(s):

NONE

Budgetary/Fiscal Impact

\$890,000.00 for property/building acquisition.

Action Requested

Authorize the Mayor and City Clerk to sign the Memorandum and Condition of Sale from St. Louis County to Minnesota Department of Transportation

Attachments

1. 2025-04-21 drh JF draft Memorandum and condition (01)
2. Res-25-04-21-Approve-Memo-and-Cond-of-sale-public-safety-building 4 23 25
3. Exhibit A
4. Exhibit B

Memorandum and Condition of Sale

Owners ("City") and addresses: City of Hibbing, Attn: City Administrator, Greg Pruszinske, 401 East 21st Street Hibbing 55746, MN; Owner "County" St. Louis County, Attn: Public Works Director, Jim Foldesi, 4787 Midway Rd, ~~Pike Lake~~Duluth, MN 55811; Owner the State of Minnesota by its Commissioner of the Department of Transportation "MnDOT", Attn: District Engineer, Duane Hill, 1123 Mesaba Avenue, Duluth, MN 55811 jointly, the Parties.

The above-named Owners hold a one-third interest each in the lands described below. In accordance with the provisions of the Joint Powers Agreement dated January 14, 1997 between The City of Hibbing, St. Louis County and MnDOT and for other valuable consideration, the Parties hereby agree that on this _____ day of _____, _____, the undersigned owner County does ~~offers~~ to sell and convey to the partner owners; City and MnDOT a one-sixth interest each in the lands described in Exhibit A and owners MnDOT, City, and County agree to convey to ~~the~~ City as the sole fee owner the lands described in Exhibit B for a total consideration of one million, three hundred thousand and no cents Dollars (\$1,300,000.00), which shall be paid as follows: City \$890,000.00 and MnDOT \$410,000.00, by wire transfer which shall be payable to the St. Louis County ~~Public Works~~Auditor.

The property descriptions are depicted in attached documents, Exhibit A describes the lands that will be jointly owned by the City and MnDOT and B describes the lands that will be owned solely by the City.

- (1) Title to said real estate shall pass from the County to the City and MnDOT subject to conditions hereinafter stated.
- (2) The City shall prepare a deed for the lands described in Exhibit B and Exhibit A. The deeds shall be made available to the Owners for review and approval.
- (3) The Owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property one-third each prior to recording any deeds. **Current taxes shall include those payable in the calendar year in which this document is dated.** In equal portions, the Owners will pay in full any special assessments, whether deferred or not, which are a lien against the property and all pending special assessments prior to the sale.
- (4) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the Owner creating the encumbrance as to validity and amount and payment thereof authorized by the Owner, said instrument of conveyance shall be returned to the County until the encumbrance has been resolved.
- (5) Each Party shall be responsible for their own costs and expenses in relation to the sale and closing of the land. County shall pay all deed tax and recording fees necessary for the transfer of title of the lands described herein.
- (6) Final Payment to the County shall be made in the due course of the City and State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate.
- (7) No payments shall be made of any part of the consideration for said sale until marketable title is found to be acceptable and until said instrument of conveyance has been recorded.
- (8) It is understood that unless otherwise hereinafter stated the City and MnDOT acquires all appurtenances belonging to the premises including the fuel system and brine system, 1/6 interest each in 2 salt buildings and 5 additional outbuildings that are located on the property.
- (9) The County shall continue to occupy the property until they are able to relocate to their new facility which is estimated to be by the end of 2027. Their role as a tenant will be as described in the joint powers' agreement amendment executed on the same date and attached to this agreement.

Owner ("City")

CITY OF HIBBING

By: _____

Its: _____

And: _____

Its: _____

City of Hibbing

Attn: City Administrator, Greg Pruszinske

401 East 21st Street
Hibbing, MN 55746

Owner ("COUNTY")

ST. LOUIS COUNTY

By: _____

Its: _____

And: _____

Its: _____

And: _____

Its: _____

And: _____

Its: _____

St. Louis County

Attn: Public Works Director, Jim Foldesi

4787 Midway Rd

~~Pike Lake~~Duluth, MN 55811

[Title]

3

Owner ("MnDOT")

By: Joseph D. Pignato

Its: Director of Land Management

Minnesota Department of Transportation

Attn: District Engineer, Duane Hill

1123 Mesaba Avenue

Duluth, MN 55811.

At the Council meeting held April 23, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-21

RESOLUTION APPROVING THE MEMORANDUM
AND CONDITION OF SALE FOR THE
PUBLIC WORKS FACILITY AS THE NOW
PUBLIC SAFETY BUILDING

WHEREAS, The State of Minnesota, through its Commissioner of Transportation (MnDOT), St. Louis County, through its Board of Commissioners, and the City of Hibbing by and through its City Council executed a contract dated January 14, 1997 identified as MnDOT Contract No. 75715; and,

WHEREAS, Said contract specifically set forth the parties rights and responsibilities to a maintenance facility; and,

WHEREAS, St. Louis County is seeking to construct a new facility and no longer wishes to be a part of the contract after they vacate the premises; and,

WHEREAS, The City of Hibbing seeks to build a new Public Safety Facility on the same site as a portion of the maintenance facility is situated; and,

WHEREAS, The parties have negotiated a purchase of the County's interest in all of the parcels of land, and further have negotiated the City of Hibbing purchasing 100% of that portion of the real property designated for the new public safety building; and,

WHEREAS, The City Council of the City of Hibbing has reviewed the Memorandum and Condition of Sale of the subject properties, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby authorize the Mayor and the Clerk to execute the Memorandum and Condition of Sale and further authorizes the Mayor and the Clerk to execute all documents to effectuate this Memorandum and Condition of Sale including but not limited to deeds.

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

City of Hibbing
Resolution No. 25-04-21
April 23, 2025

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 23rd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 23, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-04-21
April 23, 2025

Memorandum and Condition of Sale

Owners ("City") and addresses: City of Hibbing, Attn: City Administrator, Greg Pruszinske, 401 East 21st Street Hibbing 55746, MN; Owner "County" St. Louis County, Attn: Public Works Director, Jim Foldesi, 4787 Midway Rd, Pike Lake, MN 55811; Owner the State of Minnesota by its Commissioner of the Department of Transportation "MnDOT", Attn: District Engineer, Duane Hill, 1123 Mesaba Avenue, Duluth, MN 55811 jointly, the Parties.

The above-named Owners hold a one-third interest each in the lands described below. In accordance with the provisions of the Joint Powers Agreement dated January 14, 1997 between The City of Hibbing, St. Louis County and MnDOT and for other valuable consideration, the Parties hereby agree that on this _____ day of _____, _____, the undersigned owner County does offers to sell and convey to the partner owners; City and MnDOT a one-sixth interest each in the lands described in Exhibit A and owners MnDOT, City, and County agree to convey to City as the sole fee owner the lands described in Exhibit B for a total consideration of one million, three hundred thousand and no cents Dollars (\$1,300,000.00), which shall be paid as follows: City \$890,000.00 and MnDOT \$410,000.00, by wire transfer which shall be payable to the St. Louis County Public Works.

The property descriptions are depicted in attached documents, Exhibit A describes the lands that will be jointly owned by the City and MnDOT and B describes the lands that will be owned solely by the City.

- (1) Title to said real estate shall pass from the County to the City and MnDOT subject to conditions hereinafter stated.
- (2) The City shall prepare a deed for the lands described in Exhibit B and Exhibit A. The deeds shall be made available to the Owners for review and approval.
- (3) The Owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property one-third each prior to recording any deeds. **Current taxes shall include those payable in the calendar year in which this document is dated.** In equal portions, the Owners will pay in full any special assessments, whether deferred or not, which are a lien against the property and all pending special assessments prior to the sale.
- (4) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the Owner creating the encumbrance as to validity and amount and payment thereof authorized by the Owner, said instrument of conveyance shall be returned to the County until the encumbrance has been resolved.
- (5) Each Party shall be responsible for their own costs and expenses in relation to the sale and closing of the land. County shall pay all deed tax and recording fees necessary for the transfer of title of the lands described herein.
- (6) Final Payment to the County shall be made in the due course of the City and State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate.
- (7) No payments shall be made of any part of the consideration for said sale until marketable title is found to be acceptable and until said instrument of conveyance has been recorded.
- (8) It is understood that unless otherwise hereinafter stated the City and MnDOT acquires all appurtenances belonging to the premises including fuel system and brine system, 1/6 interest each in 2 salt buildings and 5 additional outbuildings that are located on the property.

(9) The County shall continue to occupy the property until they are able to relocate to their new facility which is estimated to be by the end of 2027. Their role as a tenant will be as described in the joint powers' agreement amendment executed on the same date and attached to this agreement.

Owner ("City")

CITY OF HIBBING

By: _____

Its: _____

And: _____

Its: _____

City of Hibbing

Attn: City Administrator, Greg Pruszinske

401 East 21st Street
Hibbing, MN 55746

Owner ("COUNTY")

ST. LOUIS COUNTY

By: _____

Its: _____

And: _____

Its: _____

St. Louis County

Attn: Public Works Director, Jim Foldesi

4787 Midway Rd

Pike Lake, MN 55811

[Title]

Owner ("MnDOT")

By: Joseph D. Pignato

Its: Director of Land Management

Minnesota Department of Transportation

Attn: District Engineer, Duane Hill

1123 Mesaba Avenue

Duluth, MN 55811.

[Title]

Exhibit A:

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a

tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

EXCEPT

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast Corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way

line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence

North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.

Exhibit B

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

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That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a

tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

EXCEPT

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast Corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way

line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence

North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.

Exhibit B

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.



Request for Council Action

City Council Action

Approve this Subdivision Plat Exemption request.

Description of Agenda Item

Approve a Subdivision Plat Exemption request of the City of Hibbing, 401 East 21st St., Hibbing, MN 55746, and on behalf of additional owners St. Louis County and the State of Minnesota Department of Transportation, in the R-1, Single Family Residence District

Strategic Initiative

Owner of Agenda Item

Pat Green, Building Official, 218.969.0165, patgreen@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

The Planning Commission unanimously recommends approval of this Subdivision Plat Exemption request.

Budgetary/Fiscal Impact

None.

Action Requested

Approve this Subdivision Plat Exemption request.

Attachments

1. DOC042225
2. Res-25-04-19-Approve-Plat-Exemption-Public-safety-Building 4 23 2025

DATE: April 21, 2025

REF. #: PE 25-

BY MEMBER: G. Smith

RESOLUTION

WHEREAS, Hibbing Planning Commission held a public hearing on this date for a Subdivision Plat Exemption request of the City of Hibbing, 401 East 21st St., Hibbing, MN 55746, and on behalf of additional owners St. Louis County and the State of Minnesota Department of Transportation, in the R-1, Single Family Residence District, and the Hibbing City Code of Ordinances, on the subject property, 1425 East 23rd St. (Section 18 Township 57 Range 20 Hibbing); and

WHEREAS the Commission finds that the proposed building or use at the particular location requested is necessary or desirable to provide convenience and will contribute to the general welfare of the neighborhood or community; and

WHEREAS the Commission finds that the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities, and other matters affecting the public health, safety and general welfare; and

WHEREAS the Commission finds that the proposed building or use will be designed, arranged and operated so as to permit and use of neighboring property in accordance with the applicable regulations.

NOW THEREFORE BE IT RESOLVED that the Planning Commission herewith recommends City Council approval of the request.

MEMBER G. Smith moved the adoption of the resolution, C. Lubovich seconded the adoption, and the results of the vote were as follows:

<u>NAME</u>	<u>YES</u>	<u>NO</u>
G. Smith, Chairperson	X	
G. Pogachnik	X	
J. Jump	X	
C. Lubovich	X	
D. Majkich	X	

SUMMARY OF VOTE: YES: 5
NO: 0
ABSTENTION: 0
MOTION: APPROVED: X
DISAPPROVED: —

And I hereby certify that the foregoing (or above) is a true and correct copy of a Resolution adopted by the Hibbing Planning Commission at their regular meeting on April 21, 2025.

No Seal



Drafted by Tina Glad, Secretary
City of Hibbing
401 East 21st Street
Hibbing, MN 55746

**APPLICATION FOR SUBDIVISION PLAT REVIEW/PLAT EXEMPTION**

Please carefully read the following and the instructions & information on the reverse side before filling out this application.

NOTICE: APPLICANT IS URGED TO ARRANGE A MEETING WITH ZONING STAFF TO DISCUSS YOUR APPLICATION TO AVOID POSSIBLE HEARING DELAYS OR DISAPPROVAL DUE TO YOUR ABSENCE. Zoning code information may be accessed on the City of Hibbing website at hibbingmn.gov, (see City Ordinances Chapters 11, 13, and 16) – such information is subject to change and may be out of date.

1. Address of Property: 1425 East 23rd Street, Hibbing MN 55746
2. LEGAL DESCRIPTION OF PROPERTY. ATTACH COPY OF DEED RECORDED FOR SUBJECT PROPERTY AT THE TIME ACQUIRED BY CURRENT PROPERTY OWNER(S). **NOTICE:** Application may not be accepted by the City of Hibbing or processed to be heard by the Commission (or approval by said City) until Deed as required is attached.
[See attached: _____]
3. Name of Owner: City of Hibbing/MnDot/St. Louis County Address: 1425 East 23rd Street
City: Hibbing State & Zip Code: MN 55746 Phone: 218-312-1571
Other Owner(s) [List all]: City of Hibbing, MnDot, St. Louis County
4. Name of Applicant: City of Hibbing Address: 401 East 21st Street
City: Hibbing State & Zip Code: MN 55746 Phone: 218-312-1571
5. I, as applicant hereby, petition for a Subdivision Plat Review on the above-described property for the following use.
First, specify your Subdivision request as listed in the zoning district, and then below that explain "purpose" (reason) for your request: To subdivide the existing parcel for the Hibbing Public Safety Center

Purpose (I am requesting the Subdivision for the following reason): _____
To construct the Hibbing Public Safety Center

Number of total lots: One (1)

IMPORTANT: I, the undersigned hereby attest, the information herein and attachments hereto that I have provided are accurate and true, and that I also understand the City of Hibbing may approve or deny or request revisions to this petition and further upon any such approval may attached conditions to said Subdivision that will require my compliance for said use. I further understand it is my responsibility to inform any new property owner that the Subdivision is transferrable if the property changes ownership provided the original conditions for Subdivision approval are complied with, or as the case may be the Subdivision is not transferable and terminates when any change in property ownership takes place.

APPLICATION FEE IS NON-REFUNDABLE

6. [Signature] Date: 4/11/25
Applicant(s) Signature
(Submit application, all attachments and filing fee
No less than three (3) weeks prior to public hearing)

(OFFICE USE ONLY)

Fee: \$ 260.00

Zoning District: R-1

Date: _____ Initials: TG

7. Owner(s) signature (granting applicant permission to apply for above petition)

City Greg Pruszinske Digitally signed by Greg Pruszinske
Date: 2025.04.11 14:34:35 -05'00' Date: _____

State Duane Hill Digitally signed by Duane Hill
Date: 2025.04.10 12:03:57 -05'00' Date: _____

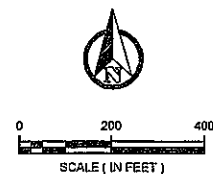
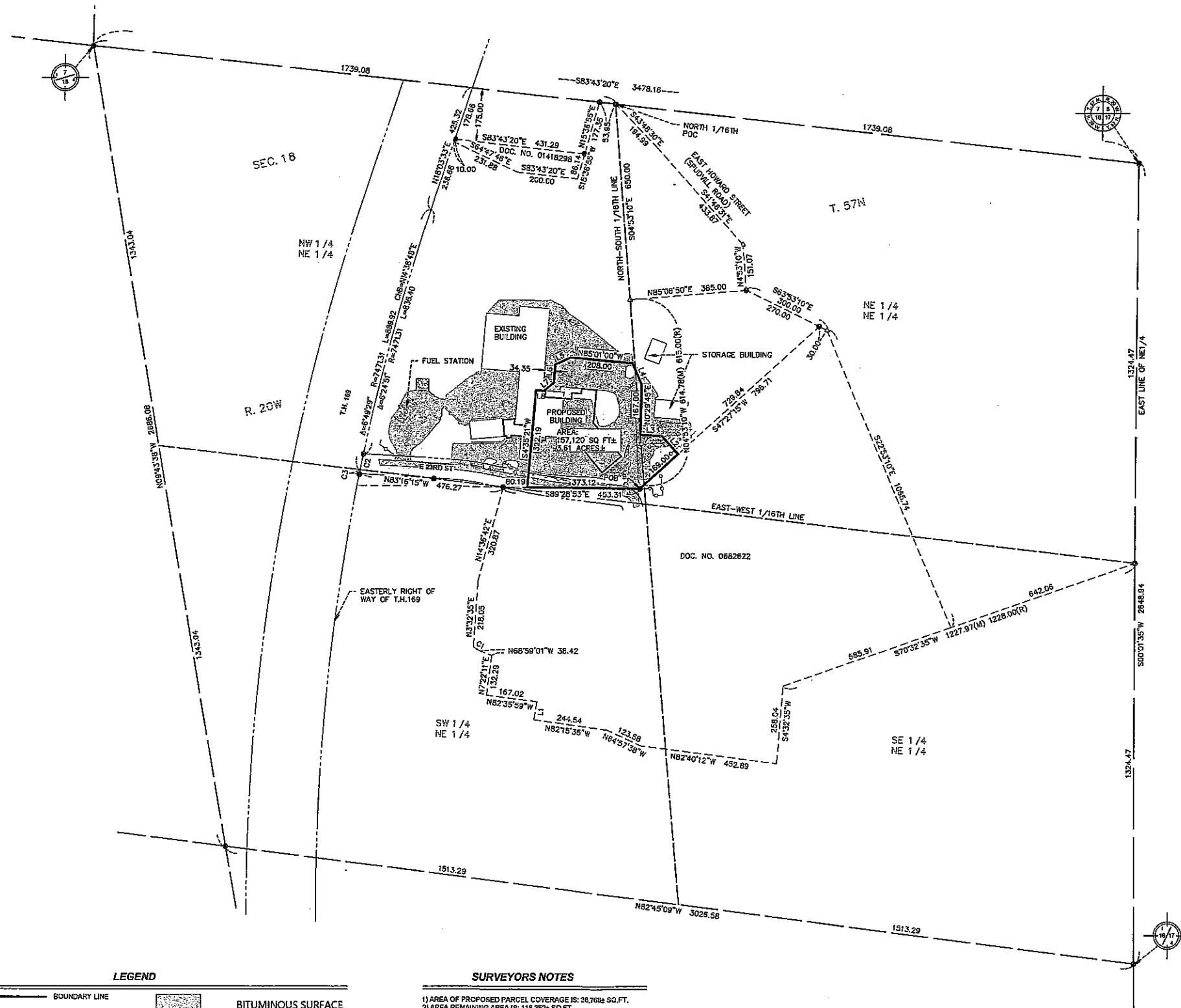
County James T. Foldesi Digitally signed by James T. Foldesi
Date: 2025.04.11 11:16:54 -05'00' Date: _____

CERTIFICATE OF SURVEY

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	60.52	N8°50'31"E
L2	80.00	N42°22'56"W
L3	70.00	N86°08'36"W
L4	78.00	N23°37'05"W
L5	54.00	S54°41'10"W
L6	60.00	S3°49'28"W
L7	43.00	S50°20'18"W
L8	26.00	N85°24'39"W

PARCEL CURVE DATA				
SEGMENT	LENGTH	RADIUS	DELTA	CH
C1	29.14	75.00	22°15'31"	N57°51'19"W
C2	63.52	7471.31	22°15'31"	N57°51'15"W
C3	13.15	7471.31	22°15'31"	N57°51'15"W



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON AN ASSUMED BEARING

● = DENOTES FOUND IRON MONUMENT
(R) = DENOTES RECORDED DISTANCE
(M) = DENOTES MEASURED DISTANCE

LEGEND	
BOUNDARY LINE	BITUMINOUS SURFACE
SECTION LINE	CONCRETE SURFACE
QUARTER SECTION LINE	GRAVEL SURFACE
QUARTER QUARTER LINE	
DEED LINE	
RIGHT OF WAY LINE	

SURVEYORS NOTES

- 1) AREA OF PROPOSED PARCEL COVERAGE IS: 38,768± SQ.FT.
- 2) AREA REMAINING AREA IS: 118,352± SQ.FT.
- 3) THE BOUNDARY LINE IS PARTY WALL ON THE WEST SIDE AND AT LEAST 40 FEET FROM THE EXISTING BUILDING ON THE EAST AND NORTHEAST SIDE.

DATE:	MARCH 05, 2025	DATE:	AMENDMENTS	BY:	PREPARED FOR: CITY OF HIBING
SCALE:	AS SHOWN	3-31-2025	REVISED PER MNDOT COMMENTS	A.L.P.	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY:	S.P.T.	4-1-2025	REVISED CURVE 2 AND 3	A.L.P.	
CHECKED BY:	A.L.P.	4-2-2025	ADJUST EAST LINE TO BE 40 FEET FROM BUILDINGS	A.L.P.	
FILE NUMBER:	2025-10245	4-7-2025	ADJUSTED NORTH LINE TO THE SOUTH	A.L.P.	ANTHONY L. PALCICH DATE: 03/26/2025 UC NO. 53737

PAGE 1 OF 2

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WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

At the Council meeting held April 23, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-19

RESOLUTION APPROVING THE PLAT EXEMPTION FOR ST. LOUIS COUNTY, STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF HIBBING

WHEREAS, St. Louis County, State of Minnesota Department of Transportation and the City of Hibbing (hereinafter the Petitioners) have submitted a request for a plat exemption whereby it would split one of the parcels of property owned by them; and,

WHEREAS, The Petitioners are the owners of real property located in the City of Hibbing, County of St. Louis, State of Minnesota, 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, St. Louis County, Minnesota, described as follows:

Commencing at the North 1/16th corner of said NE 1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND: That part of the NE 1/4 of the NE 1/4 of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE 1/4 of the NE 1/4 to the centerline of the Spudville Road; thence northwesterly, along said centerline to the west line of said NE 1/4 of the NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

City of Hibbing
Resolution No. 25-04-19
April 23, 2025

Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the NW 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east/west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE 1/4; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW 1/4 of NE 1/4; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE 1/4; thence easterly, along said north line a distance of 53.95 feet to said north 1/16th corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16th line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence

City of Hibbing
Resolution No. 25-04-19
April 23, 2025

South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

and,

WHEREAS, The Petitioners seek to subdivide this property by metes and bounds descriptions such that there will be two (2) parcels pursuant to the Survey attached hereto and made a part hereof; and,

WHEREAS, The City of Hibbing seeks to use the new parcel to construct a public safety building which would be the home for Hibbing Police and Fire Departments; and,

WHEREAS, The Hibbing Planning Commission found that the Petitioners do not plan to divide the property into more than four (4) lots; and,

WHEREAS, The Commission found that the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities, and other matters affecting the public health, safety and welfare; and,

WHEREAS, The Commission found that the proposed building or use will be designed, arranged, and operated so as to permit development and use of neighboring property in accordance with the applicable regulations; and,

WHEREAS, The Commission found that the proposed building or use at the particular location requested is necessary or desirable to provide convenience and will contribute to the general welfare of the neighborhood or community; and,

WHEREAS, The Petitioners have provided legal descriptions for the two (2) new parcels to the satisfaction of the Hibbing City Council; and,

WHEREAS, The Hibbing Planning Commission agreed to a subdivision of the parcel per the Survey provided; a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIBBING AS FOLLOWS:

City of Hibbing
Resolution No. 25-04-19
April 23, 2025

- 1) That the City Council of the City of Hibbing does hereby grant a Plat Exemption to the Petitioners to have their property 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, St. Louis County, Minnesota, described as follows:

Commencing at the North 1/16th corner of said NE 1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND: That part of the NE 1/4 of the NE 1/4 of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE 1/4 of the NE 1/4 to the centerline of the Spudville Road; thence northwesterly, along said centerline to the west line of said NE 1/4 of the NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the NW 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance

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585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east/west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE 1/4; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW 1/4 of NE 1/4; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE 1/4; thence easterly, along said north line a distance of 53.95 feet to said north 1/16th corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16th line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

divided into the following two (2) parcels as shown on the Certificate of Survey attached hereto and made a part hereof:

Parcel A:

That part of the NE 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South

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63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND

That part of the NE 1/4 of the NE 1/4 of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE 1/4 of the NE 1/4 to the centerline of Spudville Road; thence northwesterly, along said centerline to the west line of said NE 1/4 of the NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the NW 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 Seconds East along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North

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68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west 1/16th line of said NE 1/4; thence westerly along said east-west 1/16th line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW 1/4 of the NE 1/4; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE 1/4; thence easterly along said north line a distance of 53.95 feet to said north 1/16th corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16th line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

EXCEPT

That part of the NW 1/4 of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 Seconds East along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds

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East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west 1/16th line of said NE 1/4; thence westerly along said east-west 1/16th line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW 1/4 of the NE 1/4; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE 1/4; thence easterly along said north line a distance of 53.95 feet to said north 1/16th corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16th line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the NW 1/4 of the NE 1/4 of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

AND EXCEPT

That part of the NW 1/4 of the NE 1/4 and Northeast of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

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Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 Seconds East along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.

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Parcel B:

That part of the NW 1/4 of the NE 1/4 and Northeast of the NE 1/4 of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 Seconds East along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 00 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 of the NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 08 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 07 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 03 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 169.00 feet; thence North 42 degrees 22 minutes 56 seconds West 80.00 feet; thence North 86 degrees 06 minutes 36 seconds West 70.00.00 feet; thence North 00 degrees 29 minutes 45 seconds East 167.00 feet; thence North 23 degrees 37 minutes 05 seconds West 76.00 feet; thence North 85 degrees 01 minute 00 seconds West 208.00 feet; thence South 64 degrees 44 minutes 10 seconds West 54.00 feet; thence South 03 degrees 49 minutes 28 seconds West 60.00 feet; thence South 50 degrees 20 minutes 18 seconds West 43.00 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

City of Hibbing
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Subject to easements, restrictions or reservations of record, if any.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 23rd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 23, 2025.

(City seal)

Candie Seppala
City Clerk-Deputy Admin

City of Hibbing
Resolution No. 25-04-19
April 23, 2025

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

EXCEPT

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

AND EXCEPT

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any.

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND: That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE ¼; then South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE ¼ bears South 0 degrees 01 minute 35 seconds West); then North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; then South 63 degrees 53 minutes 10 seconds East a distance of 270.0 feet; then continuing South 63 degrees 53 minutes 10 seconds East a distance of 300.00 feet; then South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S ¼-NE ¼; then South 70 degrees 32 minutes 35 seconds West a distance 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; then South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; then North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; then North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; then North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; then North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; then North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; then North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; then North 68 degrees 59 minutes 01 seconds West a distance of 38.42 feet; then northwesterly, along a tangential curve having a radius of 75 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; then North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; then North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE ¼; then South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; then North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE ¼; then westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; then northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW ¼-NE ¼; then easterly, along said south line a distance of 431.29 feet; then northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE ¼; then easterly, along said north line a distance of 53.95 feet to said north 1/16 corner; then South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16 line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; then South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 589.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 33 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 59 minutes 01 second West a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

PROPOSED DESCRIPTION (CITY OF HIBBING)

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Safe, Secure, and Valued Community; Excellence in Delivery of Services

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

With the recent ownership change to the Central Range Public Works Facility, we also need to amend the original 1997 CO-TENANCY AGREEMENT BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATION, COUNTY OF ST. LOUIS, AND CITY OF HIBBING. These changes reflect how we will interact with the other two entities, St. Louis County (during their stay at the joint facility as a tenant) and MN DOT as an equal partner with the City of Hibbing. A couple of the key changes include: a change in operating cost share MnDOT ~~15~~ 20%, County ~~47~~ 42%, City 38% (due to building demolition); After the County vacates the Complex, the operational cost split will be 65.5% City and 34.5% MN DOT based on calculated square foot areas; MN DOT and the City will develop a capital improvement plan for the site within the next 12 months which will be documented with a list of projects, estimated costs, proposed cost shares, project lead agency and estimated time frame for the work; The will purchase fire and casualty insurance for the Complex and Maintenance Facility and will bill ash entity its operating share of the premium. The full Amenment is attached for your review along with the original 1997 agreement.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Consideration and action.

Attachments

1. 2025-04-16 jpa amendment clean copy for final review
2. Res-25-04-20-Approve-Auth-Execute-Jt-Powers-Contract-Amd-1 4 23 2025
3. AllAttachments
4. 1997-01-14 Hibbing.Joint.Facility.Agreement.75

**STATE OF MINNESOTA
JOINT POWERS CONTRACT – AMENDMENT #1**

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“MnDOT”), County of St. Louis through its Board of Commissioners (“County”) and the City of Hibbing, by and through its City Council (“City”), individually, “Party” and collectively, “Parties”.

Recitals

1. Minnesota Statutes Section 471.59 authorizes the Parties to enter into this agreement (“Agreement”).
2. The Parties executed a contract on January 14, 1997, identified as MnDOT Contract No. 75715 (“Original Contract”) and jointly own, operate, and maintain a maintenance facility.
3. The County has set aside funding for a capital construction project and has contracts in place to construct a new facility for county operations on a site in Balkan Township near Chisholm. The construction will be completed and operational by the end of 2027.
4. The City has secured funding for capital construction of a new public safety facility. The City conducted a study to determine the location of the new public safety building and concluded that the maintenance facility jointly owned by the County, MnDOT and the City in the Original Contract is an ideal location for the new public safety building.
5. The City has executed contracts for design and is advertising contracts for construction of the new public safety facility. Construction will begin in 2025 and extend through 2027.
6. MnDOT and the City desire to purchase the ownership interest from the County; the City desires to purchase sole ownership of the portion of the property that the public safety building will be located. A separate purchase agreement (“Purchase Agreement”) documenting the new ownership interests will be executed at the same time that this Agreement is executed.
7. MnDOT and the City agree to allow the County to continue to use a portion of the site as a tenant until the County’s new facility is operational.
8. All three Parties are willing to amend the Original Contract as stated below.

Contract

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Article I is amended as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the appropriate MnDOT, State of Minnesota, County, and City officials pursuant to Minnesota law. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement shall run with title to the Complex. Any modification or termination of this Agreement requires the consent of all parties holding any right, title or interest in the Complex.

- A. Ownership Interest: MnDOT and the City will each hold an undivided one-half interest, as tenants in common, in the Complex as defined in Article II(A), except for Public Safety Facility as shown in Attachment D.
- B. Tenant: The County will be a tenant in the Complex as defined in Article II(A). As a tenant, the County will not be required to pay rent on the space occupied by the County, or for any shared space, until the County vacates the facility.

- C. Effective Date: The date that this Agreement and the Purchase Agreement are executed by all three Parties.
- D. Future Agreement: Prior to the County permanently vacating the Complex, MnDOT and the City will execute an agreement or amendment to determine future roles and responsibilities.

REVISION 2. Article II is amended as follows:

- A. "Complex" shall mean and refer to the real property, as legally described in Attachment A A1, which is attached hereto and incorporated herein and all structures housed on that real property.
- B. "Maintenance Facility" shall mean the joint maintenance structure and outbuildings located on the Complex as described in Attachment B B1, which is attached hereto and incorporated herein.
- C. "Shared Areas" shall mean and refer to the areas of the Maintenance Facility which are open to the common use by the parties as indicated on Attachments B B1 and C attached hereto.
- D. "Individual Areas" shall mean and refer to the areas of the Maintenance Facility which are designated for the sole use of each party ~~an individual party~~ to this Agreement as indicated on Attachments B B1 and C attached hereto, or otherwise referenced herein.
- E. "Public Safety Facility" shall mean 3.61 acres of property in the revised plat, as indicated in Attachment D, which is attached hereto and incorporated herein. The Public Safety Facility will be 100% owned by the City.
- F. "Future Individual Areas" shall mean and refer to the future use of the site by MnDOT and the City after the County permanently vacates the Complex as a tenant, as described in Attachments E and F which are attached hereto and incorporated herein.
- G. "Future Shared Areas" shall mean and refer to the areas which are open to the common use by MnDOT and the City after the County per vacates the Complex as a tenant as indicated on Attachments E and F attached hereto.

REVISION 3. Article III(B) is amended as follows:

B. MAINTENANCE FACILITY

MnDOT shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately ~~fifteen~~ twenty percent (~~15-20~~) of the total area of the Maintenance Facility. County shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately ~~forty-seven~~ forty two percent (~~47~~ 42 %) of the total area of the Maintenance Facility. City shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately thirty-eight percent (38%) of the total area of the Maintenance Facility. (See Attachments B B1 and C for a detailed description of the Shared and Individual Areas of the Maintenance Facility).

REVISION 4. Article IV(A) is amended as follows:

A. MEMBERSHIP

~~Each owner of an undivided one-third~~ MnDOT with an undivided one-half interest except the Public Safety Facility in the Complex and the City with an undivided one-half interest in the Complex and the County as tenant may appoint a representative to the Management Committee and to replace its designated representative to the Management Committee, at its sole discretion, from time to time. The initial representatives to the Management Committee are as follows:

1. As to the undivided one-half ~~third~~ interest MnDOT owns - the MnDOT Assistant District Engineer.
2. ~~As to the undivided one-third interest the County owns - the County Public Works Director. As a tenant, the County - the Public Works Director.~~
3. As to the undivided one-half ~~third~~ interest the City owns - the City Engineer.

REVISION 5. Article V is amended as follows:

OPERATION, MAINTENANCE, AND CAPITAL IMPROVEMENTS OF COMPLEX AND MAINTENANCE FACILITY

- A. MnDOT, County, and City agree that the costs of operation and maintenance for the Complex and Maintenance Facility shall be proportioned as follows:

MnDOT	15 <u>20</u> %
County	47 <u>42</u> %
City	38%

Operation and maintenance shall include but not be -limited to: utilities (electricity, gas, sewer, water, solid waste removal), janitorial services, and repairs.

1. It is agreed that billing for all utilities will be made to the City. The City will then bill the County and MnDOT for their proportionate shares of the monthly bills. The County and MnDOT shall pay their proportionate share of the monthly bills to the City within 45 days of the billing.
2. It is agreed that janitorial services as determined by the Management Committee shall be provided by the County and paid for by the parties in the proportional shares mentioned above. The City and MnDOT shall pay their proportional share of the bill within 45 days of the billing.
3. It is agreed that after one year after the County vacates the ~~of occupancy of the~~ Maintenance Facility, all both parties will review the proportional share of operation and maintenance each party paid during the first year of occupancy to determine if the proportional share established in Article V (11), Paragraph A is accurate and fair.
4. After the County vacates the Complex, it is agreed that janitorial services as determined by the Management Committee shall be provided by the City and paid for by the remaining parties in the appropriate proportional shares as shown on Attachments E and F. MnDOT shall pay their proportional share of the bill within 45 days of the billing.
5. It is agreed that County will maintain an operational fuel system. The County shall bill users of the system on a monthly basis and the billed parties shall pay their bill within 45 days of the billing. After the County vacates the Complex, operation of the fuel system shall be provided by the City. The City shall bill users of the system on a monthly basis and the billed parties shall pay their bill within 45 days of the billing.
6. The City shall incorporate into their project and pay for temporary and permanent construction costs necessary to accommodate the County's continued occupation and use of the complex during the City's Public Safety Building construction and remodeling project.
7. The City shall grant the County use of the existing 60' x 100' metal storage building that is located south of the existing facility along 23rd Street at no cost until the County vacates the Complex.

8. The County will vacate their Engineers and Bridge department from the existing facility and relocate them to the existing St. Louis County Annex building at its cost.
9. The City will share the use of their mechanics' shop bays with the County on an as-needed basis.
10. The City will share the use of their south parking stalls that are located in the north parking garage.
11. After the County vacates the Complex, the operational cost split will be 65.5% City and 34.5% MnDOT based on calculated square foot areas shown on Attachments E and F.

B. ~~Each party shall be responsible for its own telephone service and related expenses.~~

B. Capital improvements to the Maintenance Facility shall be recommended to each party's governing body based on an unanimous decision of the Management Committee. Capital improvements to the Maintenance Facility shall not be undertaken without the unanimous support of all parties. MnDOT and the City will develop a capital improvement plan for the site within the next 12 months which will be documented with a list of projects, estimated costs, proposed cost shares, project lead agency and estimated time frame for the work.

~~D. C. Capital improvements at the Complex shall not be made without the unanimous support of MnDOT and the City. As a tenant, the County will not be required to contribute to capital improvements. all parties, with the exception of Article V.E.~~

~~E. The County has the right to build or make improvements, including the construction of buildings, upon the Complex at its own expense provided the improvements or buildings do not interfere with the access, occupancy or operations of Mn/DOT or the City. It is understood that in the event the County does make improvements, including the construction of buildings pursuant to this provision, the County will be solely responsible for any and all other costs and expenses associated with the improvement or construction, including but not limited to maintenance, repair, and utilities.~~

~~F. Pursuant to the "Joint Maintenance Garage Architectural/Desi Agreement," Attachment C attached hereto and incorporated herein, entered into by all parties on or about the 20th day of February, 1996, Mn/DOT and the City shall construct at their expense and at no expense to the County, on a location at the Complex, a dome building and a pre-wetting facility at a location to be agreed upon by all parties.~~

REVISION 6. Article VI(C) is amended as follows:

~~The Maintenance Facility shall be used only for governmental purposes and shall not be used for private purposes; provided, however, that if a mortgagee of one of the owners of an undivided one-third interest in the Complex or a mortgagee of a tenant or subtenant of one of the owners of an undivided one-third interest in the Complex acquires an ownership or leasehold interest as a result of the foreclosure of the mortgagee's mortgage, the mortgagee and its successors and assigns may use the Maintenance Facility for any purpose which is permitted under the applicable zoning ordinances and does not unreasonably interfere with the remaining co-tenants' obligations or use of the Maintenance Facility for the governmental purposes contemplated under this Agreement.~~

REVISION 7. Article VII is amended as follows:

MATERIALS AND SUPPLIES

- A. Each party shall be responsible for purchasing all of its own sand, salt and fuel that it will use for its operational duties. If the materials are commingled, the parties, by the Management Committee, shall set up an accounting system to account for the amounts purchased and used by each entity. Each year the parties shall reconcile the differences between the amounts purchased and the amounts used. This reconciliation shall take place on or about May 1st of each year.

- B. Each party shall comply with all state laws and regulations when purchasing materials for use at the Complex.
- C. Each party shall be responsible for purchasing its own office supplies, office furniture, tools, and other equipment in Individual Areas.
- D. Each party will supply its own tools and other equipment for use in their operational duties.
- E. Sharing of tools and equipment shall be at the discretion of each party's supervisory personnel with procedures to be established by the Management Committee.
- F. Until the County permanently vacates the Complex, the County will continue to make brine for all parties at no cost. Each party shall provide their respective share of salt for brine making purposes. After the County permanently vacates the Complex, MnDOT will be responsible for making brine and providing brine to the City. The City will provide salt for their share of brine making.

REVISION 8. Article VIII(F) is amended as follows:

The ~~County~~ City Purchasing Department shall purchase fire and casualty insurance for the Complex and Maintenance Facility and shall name the ~~City~~ County and MnDOT as coinsured. The ~~City~~ County and MnDOT shall be responsible for its own personal property insurance including but not limited to rolling stock. The ~~City~~ County shall be responsible for ~~38%~~ 42% of the cost of the fire and casualty insurance, MnDOT shall be responsible for ~~15~~ 20% of the cost of the fire and casualty insurance and the ~~County~~ City shall be responsible for ~~47~~ 38% of the cost of the fire and casualty insurance. All parties shall exchange insurance policies with respect to personal property to be maintained at the Complex. During construction of the public safety building, the City shall provide a builder's risk insurance policy to cover loss associated with construction activity for all parties.

REVISION 9. Article XII(D) is deleted in its entirety.

REVISION 10. Article XVI is deleted in its entirety.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract remain in full force and effect.

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CITY OF HIBBING

The City certifies that the appropriate person(s) have executed the contract on behalf of the Customer as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

COUNTY OF ST. LOUIS

The County certifies that the appropriate person(s) have executed the contract on behalf of the Customer as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: Board Chair _____

Date: _____

By: _____

Title: Auditor _____

Date: _____

By: _____

Title: Assistant County Attorney _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

At the Council meeting held April 23, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-04-20

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF STATE OF MINNESOTA - JOINT POWERS CONTRACT AMENDMENT #1

WHEREAS, The State of Minnesota, through its Commissioner of Transportation (MnDOT), St. Louis County, through its Board of Commissioners, and the City of Hibbing by and through its City Council executed a contract dated January 14, 1997 identified as MnDOT Contract No. 75715; and,

WHEREAS, Said contract specifically set forth the parties rights and responsibilities to a maintenance facility; and,

WHEREAS, St. Louis County is seeking to construct a new facility and no longer wishes to be a part of the contract after they vacate the premises; and,

WHEREAS, The City of Hibbing seeks to build a new Public Safety Facility on the same site as a portion of the maintenance facility is situated; and,

WHEREAS, MnDOT and the City need to negotiate the management of the existing facility thereafter; and,

WHEREAS, The parties have negotiated an amendment to said Joint Powers Contract, a copy of which is attached hereto and made a part hereof; and,

WHEREAS, The City Council of the City of Hibbing has reviewed the Amendment and believes it is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby approve the Joint Powers Contract - Amendment #1, and hereby authorizes the Mayor and Clerk to execute said Agreement, and further authorizes them to execute any and all other documents necessary to facilitate this agreement.

City of Hibbing
Resolution No. 25-04-20
April 23, 2025

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 23rd day of April, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, April 23, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-04-20
April 23, 2025

**STATE OF MINNESOTA
JOINT POWERS CONTRACT – AMENDMENT #1**

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“MnDOT”), County of St. Louis through its Board of Commissioners (“County”) and the City of Hibbing, by and through its City Council (“City”), individually, “Party” and collectively, “Parties”.

Recitals

1. Minnesota Statutes Section 471.59 authorizes the Parties to enter into this agreement (“Agreement”).
2. The Parties executed a contract on January 14, 1997, identified as MnDOT Contract No. 75715 (“Original Contract”) and jointly own, operate, and maintain a maintenance facility.
3. The County has set aside funding for a capital construction project and has contracts in place to construct a new facility for county operations on a site in Balkan Township near Chisholm. The construction will be completed and operational by the end of 2027.
4. The City has secured funding for capital construction of a new public safety facility. The City conducted a study to determine the location of the new public safety building and concluded that the maintenance facility jointly owned by the County, MnDOT and the City in the Original Contract is an ideal location for the new public safety building.
5. The City has executed contracts for design and is advertising contracts for construction of the new public safety facility. Construction will begin in 2025 and extend through 2027.
6. MnDOT and the City desire to purchase the ownership interest from the County; the City desires to purchase sole ownership of the portion of the property that the public safety building will be located. A separate purchase agreement (“Purchase Agreement”) documenting the new ownership interests will be executed at the same time that this Agreement is executed.
7. MnDOT and the City agree to allow the County to continue to use a portion of the site as a tenant until the County’s new facility is operational.
8. All three Parties are willing to amend the Original Contract as stated below.

Contract

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Article I is amended as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the appropriate MnDOT, State of Minnesota, County, and City officials pursuant to Minnesota law. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement shall run with title to the Complex. Any modification or termination of this Agreement requires the consent of all parties holding any right, title or interest in the Complex.

- A. Ownership Interest: MnDOT and the City will each hold an undivided one-half interest, as tenants in common, in the Complex as defined in Article II(A), except for Public Safety Facility as shown in Attachment D.
- B. Tenant: The County will be a tenant in the Complex as defined in Article II(A). As a tenant, the County will not be required to pay rent on the space occupied by the County, or for any shared space, until the County vacates the facility.

- C. Effective Date: The date that this Agreement and the Purchase Agreement are executed by all three Parties.
- D. Future Agreement: Prior to the County permanently vacating the Complex, MnDOT and the City will execute an agreement or amendment to determine future roles and responsibilities.

REVISION 2. Article II is amended as follows:

- A. "Complex" shall mean and refer to the real property, as legally described in Attachment A A1, which is attached hereto and incorporated herein and all structures housed on that real property.
- B. "Maintenance Facility" shall mean the joint maintenance structure and outbuildings located on the Complex as described in Attachment B B1, which is attached hereto and incorporated herein.
- C. "Shared Areas" shall mean and refer to the areas of the Maintenance Facility which are open to the common use by the parties as indicated on Attachments B B1 and C attached hereto.
- D. "Individual Areas" shall mean and refer to the areas of the Maintenance Facility which are designated for the sole use of each party ~~an individual party~~ to this Agreement as indicated on Attachments B B1 and C attached hereto, or otherwise referenced herein.
- E. "Public Safety Facility" shall mean 3.61 acres of property in the revised plat, as indicated in Attachment D, which is attached hereto and incorporated herein. The Public Safety Facility will be 100% owned by the City.
- F. "Future Individual Areas" shall mean and refer to the future use of the site by MnDOT and the City after the County permanently vacates the Complex as a tenant, as described in Attachments E and F which are attached hereto and incorporated herein.
- G. "Future Shared Areas" shall mean and refer to the areas which are open to the common use by MnDOT and the City after the County per vacates the Complex as a tenant as indicated on Attachments E and F attached hereto.

REVISION 3. Article III(B) is amended as follows:

B. MAINTENANCE FACILITY

MnDOT shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately ~~fifteen~~ twenty percent (~~15-20~~) of the total area of the Maintenance Facility. County shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately ~~forty-seven~~ forty two percent (~~47~~ 42 %) of the total area of the Maintenance Facility. City shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachments B B1 and C, and Shared Areas comprising approximately thirty-eight percent (38%) of the total area of the Maintenance Facility. (See Attachments B B1 and C for a detailed description of the Shared and Individual Areas of the Maintenance Facility).

REVISION 4. Article IV(A) is amended as follows:

A. MEMBERSHIP

~~Each owner of an undivided one-third~~ MnDOT with an undivided one-half interest except the Public Safety Facility in the Complex and the City with an undivided one-half interest in the Complex and the County as tenant may appoint a representative to the Management Committee and to replace its designated representative to the Management Committee, at its sole discretion, from time to time. The initial representatives to the Management Committee are as follows:

1. As to the undivided one-half ~~third~~ interest MnDOT owns - the MnDOT Assistant District Engineer.
2. ~~As to the undivided one-third interest the County owns - the County Public Works Director. As a tenant, the County - the Public Works Director.~~
3. As to the undivided one-half ~~third~~ interest the City owns - the City Engineer.

REVISION 5. Article V is amended as follows:

OPERATION, MAINTENANCE, AND CAPITAL IMPROVEMENTS OF COMPLEX AND MAINTENANCE FACILITY

- A. MnDOT, County, and City agree that the costs of operation and maintenance for the Complex and Maintenance Facility shall be proportioned as follows:

MnDOT	15 <u>20</u> %
County	47 <u>42</u> %
City	38%

Operation and maintenance shall include but not be -limited to: utilities (electricity, gas, sewer, water, solid waste removal), janitorial services, and repairs.

1. It is agreed that billing for all utilities will be made to the City. The City will then bill the County and MnDOT for their proportionate shares of the monthly bills. The County and MnDOT shall pay their proportionate share of the monthly bills to the City within 45 days of the billing.
2. It is agreed that janitorial services as determined by the Management Committee shall be provided by the County and paid for by the parties in the proportional shares mentioned above. The City and MnDOT shall pay their proportional share of the bill within 45 days of the billing.
3. It is agreed that ~~after one year after the County vacates the~~ of occupancy of the Maintenance Facility, ~~all~~ both parties will review the proportional share of operation and maintenance each party paid during the first year of occupancy to determine if the proportional share established in Article V (11), Paragraph A is accurate and fair.
4. After the County vacates the Complex, it is agreed that janitorial services as determined by the Management Committee shall be provided by the City and paid for by the remaining parties in the appropriate proportional shares as shown on Attachments E and F. MnDOT shall pay their proportional share of the bill within 45 days of the billing.
5. It is agreed that County will maintain an operational fuel system. The County shall bill users of the system on a monthly basis and the billed parties shall pay their bill within 45 days of the billing. After the County vacates the Complex, operation of the fuel system shall be provided by the City. The City shall bill users of the system on a monthly basis and the billed parties shall pay their bill within 45 days of the billing.
6. The City shall incorporate into their project and pay for temporary and permanent construction costs necessary to accommodate the County's continued occupation and use of the complex during the City's Public Safety Building construction and remodeling project.
7. The City shall grant the County use of the existing 60' x 100' metal storage building that is located south of the existing facility along 23rd Street at no cost until the County vacates the Complex.

8. The County will vacate their Engineers and Bridge department from the existing facility and relocate them to the existing St. Louis County Annex building at its cost.
9. The City will share the use of their mechanics' shop bays with the County on an as-needed basis.
10. The City will share the use of their south parking stalls that are located in the north parking garage.
11. After the County vacates the Complex, the operational cost split will be 65.5% City and 34.5% MnDOT based on calculated square foot areas shown on Attachments E and F.

B. ~~Each party shall be responsible for its own telephone service and related expenses.~~

B. Capital improvements to the Maintenance Facility shall be recommended to each party's governing body based on an unanimous decision of the Management Committee. Capital improvements to the Maintenance Facility shall not be undertaken without the unanimous support of all parties. MnDOT and the City will develop a capital improvement plan for the site within the next 12 months which will be documented with a list of projects, estimated costs, proposed cost shares, project lead agency and estimated time frame for the work.

~~D. C. Capital improvements at the Complex shall not be made without the unanimous support of MnDOT and the City. As a tenant, the County will not be required to contribute to capital improvements. all parties, with the exception of Article V.E.~~

~~E. The County has the right to build or make improvements, including the construction of buildings, upon the Complex at its own expense provided the improvements or buildings do not interfere with the access, occupancy or operations of Mn/DOT or the City. It is understood that in the event the County does make improvements, including the construction of buildings pursuant to this provision, the County will be solely responsible for any and all other costs and expenses associated with the improvement or construction, including but not limited to maintenance, repair, and utilities.~~

~~F. Pursuant to the "Joint Maintenance Garage Architectural/Desi Agreement," Attachment C attached hereto and incorporated herein, entered into by all parties on or about the 20th day of February, 1996, Mn/DOT and the City shall construct at their expense and at no expense to the County, on a location at the Complex, a dome building and a pre-wetting facility at a location to be agreed upon by all parties.~~

REVISION 6. Article VI(C) is amended as follows:

~~The Maintenance Facility shall be used only for governmental purposes and shall not be used for private purposes; provided, however, that if a mortgagee of one of the owners of an undivided one third interest in the Complex or a mortgagee of a tenant or subtenant of one of the owners of an undivided one third interest in the Complex acquires an ownership or leasehold interest as a result of the foreclosure of the mortgagee's mortgage, the mortgagee and its successors and assigns may use the Maintenance Facility for any purpose which is permitted under the applicable zoning ordinances and does not unreasonably interfere with the remaining co-tenants' obligations or use of the Maintenance Facility for the governmental purposes contemplated under this Agreement.~~

REVISION 7. Article VII is amended as follows:

MATERIALS AND SUPPLIES

- A. Each party shall be responsible for purchasing all of its own sand, salt and fuel that it will use for its operational duties. If the materials are commingled, the parties, by the Management Committee, shall set up an accounting system to account for the amounts purchased and used by each entity. Each year the parties shall reconcile the differences between the amounts purchased and the amounts used. This reconciliation shall take place on or about May 1st of each year.

- B. Each party shall comply with all state laws and regulations when purchasing materials for use at the Complex.
- C. Each party shall be responsible for purchasing its own office supplies, office furniture, tools, and other equipment in Individual Areas.
- D. Each party will supply its own tools and other equipment for use in their operational duties.
- E. Sharing of tools and equipment shall be at the discretion of each party's supervisory personnel with procedures to be established by the Management Committee.
- F. Until the County permanently vacates the Complex, the County will continue to make brine for all parties at no cost. Each party shall provide their respective share of salt for brine making purposes. After the County permanently vacates the Complex, MnDOT will be responsible for making brine and providing brine to the City. The City will provide salt for their share of brine making.

REVISION 8. Article VIII(F) is amended as follows:

The ~~County City~~ Purchasing Department shall purchase fire and casualty insurance for the Complex and Maintenance Facility and shall name the ~~City County~~ and MnDOT as coinsured. The ~~City County~~ and MnDOT shall be responsible for its own personal property insurance including but not limited to rolling stock. The ~~City County~~ shall be responsible for ~~38%~~ 42% of the cost of the fire and casualty insurance, MnDOT shall be responsible for ~~15~~ 20% of the cost of the fire and casualty insurance and the ~~County City~~ shall be responsible for ~~47~~ 38% of the cost of the fire and casualty insurance. All parties shall exchange insurance policies with respect to personal property to be maintained at the Complex. During construction of the public safety building, the City shall provide a builder's risk insurance policy to cover loss associated with construction activity for all parties.

REVISION 9. Article XII(D) is deleted in its entirety.

REVISION 10. Article XVI is deleted in its entirety.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

CITY OF HIBBING

The City certifies that the appropriate person(s) have executed the contract on behalf of the Customer as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

COUNTY OF ST. LOUIS

The County certifies that the appropriate person(s) have executed the contract on behalf of the Customer as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: Board Chair _____

Date: _____

By: _____

Title: Auditor _____

Date: _____

By: _____

Title: Assistant County Attorney _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Attachment A1

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50

seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

EXCEPT

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast Corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or

less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

AND EXCEPT

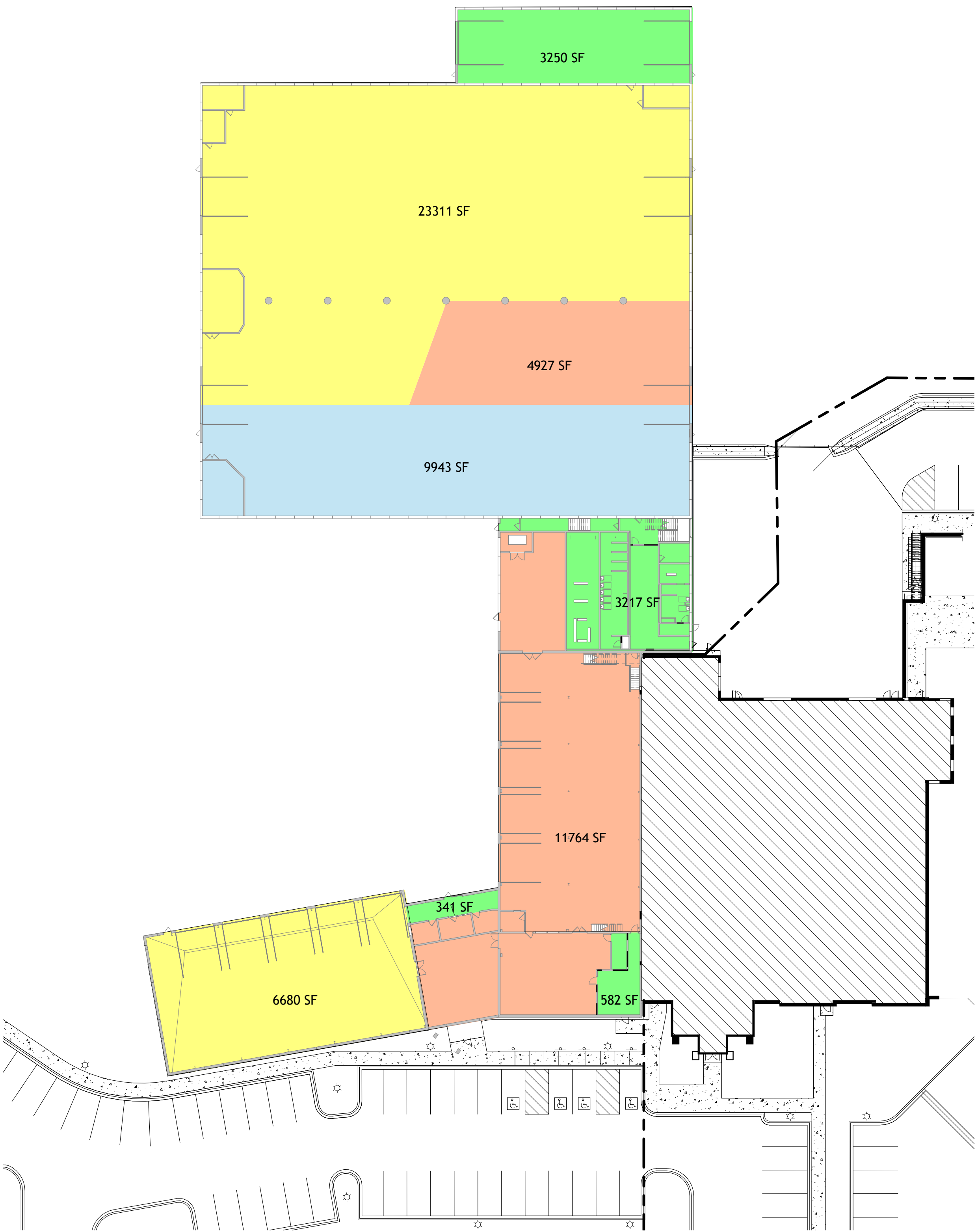
That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet;

thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 66.87 feet; thence North 04 degrees 35 minutes 21 seconds East 128.59 feet; thence North 85 degrees 24 minutes 39 seconds West 28.00 feet; thence North 04 degrees 35 minutes 21 seconds East 234.00 feet; thence North 68 degrees 29 minutes 35 seconds West 100.00 feet; thence North 85 degrees 24 minutes 39 seconds West 238.00 feet; thence South 04 degrees 35 minutes 21 seconds West 115.00 feet; thence South 49 degrees 35 minutes 21 seconds West 42.43 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.





1 LOWER LEVEL AREA PLAN
1/34 1/32" = 1'-0"

TOTAL AREAS - COUNTY, CITY, MNDOT			
CITY			
	38%	45733 SF	
COUNTY			
	42%	50548 SF	
MNDOT			
	20%	24070 SF	
SHARED			
TOTAL		120351 SF	



MINNEAPOLIS
P.L.L.C. 557-3887-7590
North Minneapolis, MN 55403

MINNAPOLIS
P.L.L.C. 557-3887-7590
North Minneapolis, MN 55403

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Signature: _____
Title: _____
Date: _____

Project: _____

Drawn: _____
Checked: _____
Project Manager: _____
Project Status: _____

Sheet No.: _____

Sheet Title: _____

Revision: _____

Revision: _____

No: 24475-1
Date: 04/09/2025

Drawn: Author
Checked: Checker
Project Manager: GS
Project Status: 100% DD

Allocated Spaces - County, City, MNDOT

5-01

HIBBING PUBLIC SAFETY
1425 EAST 23RD STREET
HIBBING, MN 55746

NOT FOR CONSTRUCTION

4/9/2025 3:26:15 PM

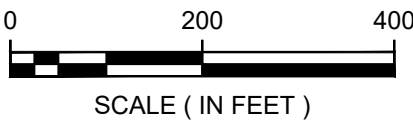
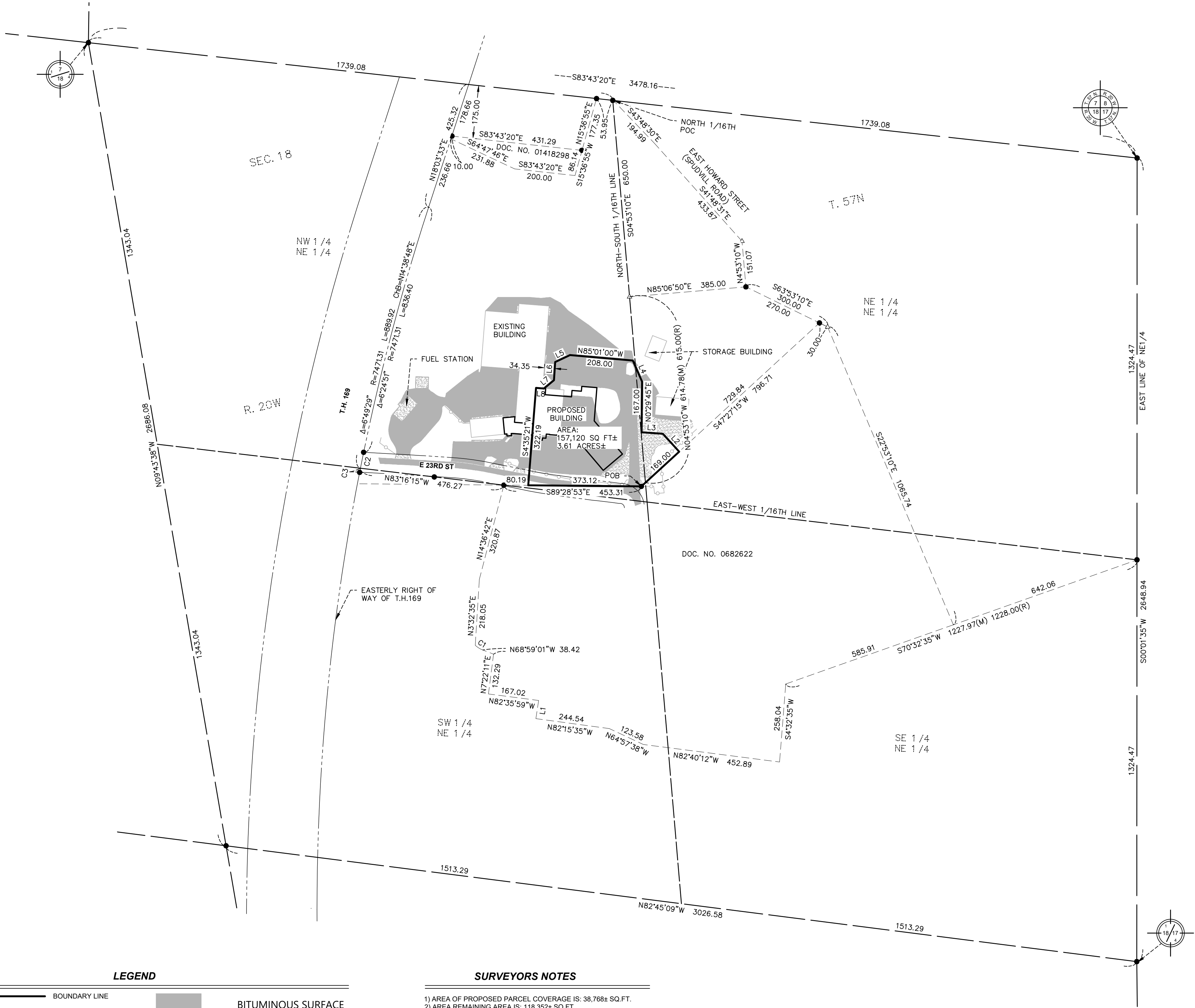
Page 69 of 124

CERTIFICATE OF SURVEY

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

PARCEL LINE DATA			
SEGMENT	LENGTH	DIRECTION	
L1	60.52	N8° 50' 31"E	
L2	80.00	N42° 22' 56"W	
L3	70.00	N86° 06' 36"W	
L4	76.00	N23° 37' 05"W	
L5	54.00	S64° 44' 10"W	
L6	60.00	S3° 49' 28"W	
L7	43.00	S50° 20' 18"W	
L8	26.00	N85° 24' 39"W	

PARCEL CURVE DATA				
SEGMENT	LENGTH	RADIUS	DELTA	ChB
C1	29.14	75.00	22°15'31"	N57°51'15"W
C2	53.52	7471.31	22°15'31"	N57°51'15"W
C3	13.15	7471.31	22°15'31"	N57°51'15"W



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON AN ASSUMED BEARING

● = DENOTES FOUND IRON MONUMENT
(R) = DENOTES RECORDED DISTANCE
(M) = DENOTES MEASURED DISTANCE

LEGEND

	BOUNDARY LINE		BITUMINOUS SURFACE
	SECTION LINE		CONCRETE SURFACE
	QUARTER SECTION LINE		GRAVEL SURFACE
	QUARTER QUARTER LINE		
	DEED LINE		
	RIGHT OF WAY LINE		

SURVEYORS NOTES

- 1) AREA OF PROPOSED PARCEL COVERAGE IS: 38,768± SQ.FT.
- 2) AREA REMAINING AREA IS: 118,352± SQ.FT.
- 3) THE BOUNDARY LINE IS PARTY WALL ON THE WEST SIDE AND AT LEAST 40 FEET FROM THE EXISTING BUILDING ON THE EAST AND NORTHEAST SIDE.

DATE:	MARCH 05, 2025	DATE:		AMENDMENTS	BY:	PREPARED FOR: CITY OF HIBBING
SCALE:	AS SHOWN	3-31-2025		REVISED PER MNDOT COMMENTS	A.L.P.	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY:	B.P.T.	4-1-2025		REVISED CURVE 2 AND 3	A.L.P.	
CHECKED BY:	A.L.P.	4-2-2025		ADJUST EAST LINE TO BE 40 FEET FROM BUILDINGS	A.L.P.	
FILE NUMBER:	2025-10245	4-7-2025		ADJUSTED NORTH LINE TO THE SOUTH	A.L.P.	
					ANTHONY L. PALCICH	DATE: 03/26/2025 LIC. NO. 53737

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

EXCEPT

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

AND EXCEPT

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any.

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND: That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

commencing at the north 1/16th corner of said NE ¼; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet; (for purposes of this description, the east line of said NE ¼ bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.0 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 300.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S ½-NE ¼; thence South 70 degrees 32 minutes 35 seconds West a distance 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west 1/16th line of said NE ¼; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west 1/16th line of said NE ¼; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW ¼-NE ¼; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE ¼; thence easterly, along said north line a distance of 53.95 feet to said north 1/16th corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16 line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

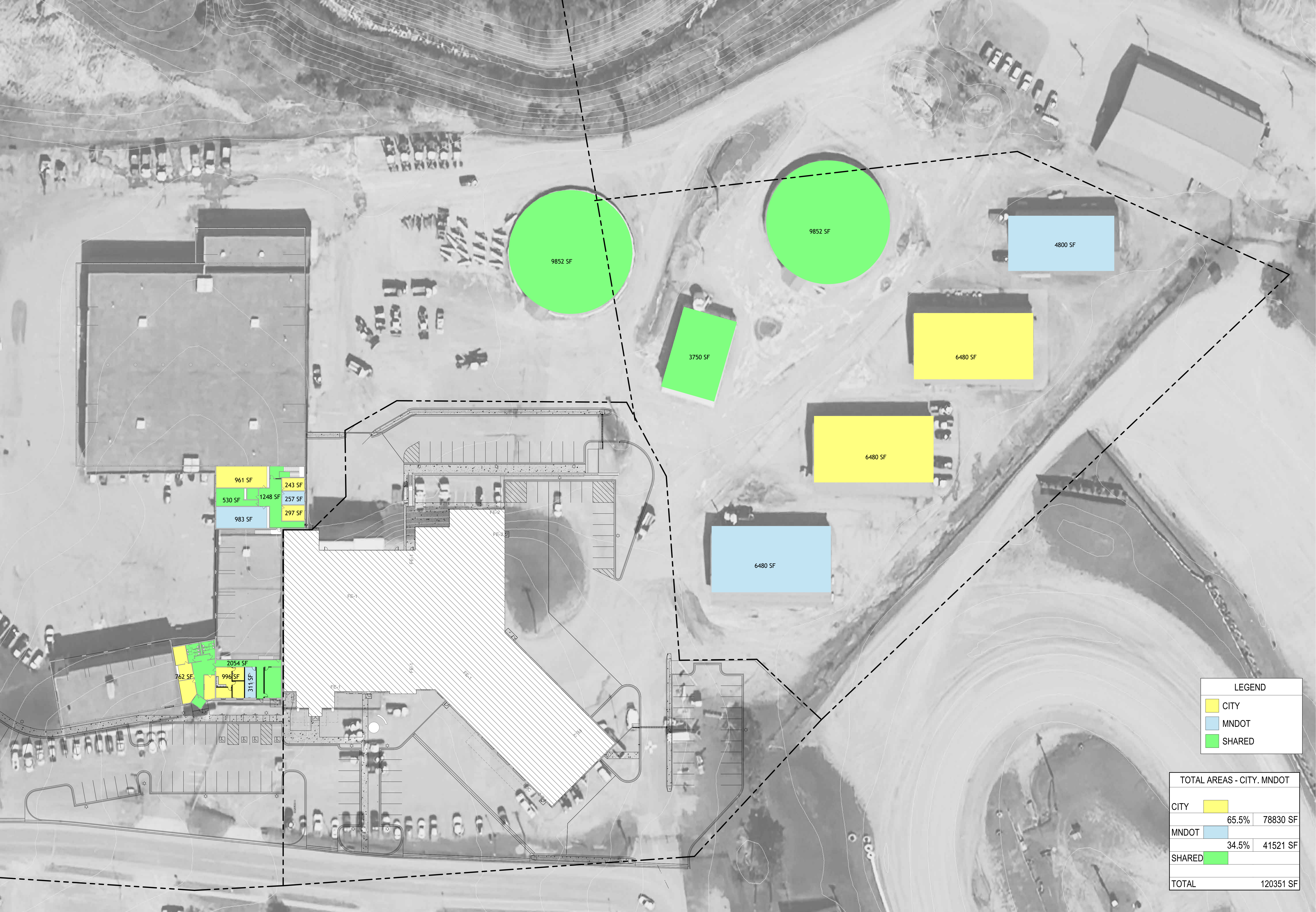
That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North N85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 59 minutes 35 seconds West, at a distance of 10.14 feet; thence North 13 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 10 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 33 seconds East a distance of 453.31 feet to the point of beginning; thence North 31 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

PROPOSED DESCRIPTION (CITY OF HIBBING)

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any.



LEGEND

CITY

MNDOT

SHARED

TOTAL AREAS - CITY, MNDOT		
CITY	65.5%	78830 SF
MNDOT	34.5%	41521 SF
SHARED		
TOTAL		120351 SF

UPPER LEVEL AND SITE AREA PLAN

1/32" = 1'-0"

BRUNTON

MINNEAPOLIS
PH: 507.386.7596
FAX: 507.386.7596
North Minnesota, MN 55003

MANUATO
PH: 507.386.7596
FAX: 507.386.7596
North Minnesota, MN 55003

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.

Signature: _____ Date: 04/09/2025

Title: _____

HIBBING PUBLIC SAFETY
1425 EAST 23RD STREET
HIBBING, MN 55746

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REVISION:

No.	24475-1	Date:	04/09/2025
Drawn:	Author	Checked:	Checker
Project Manager:	GS		
Project Status:	100% DD		

Sheet No.: **5-04**

NOT FOR CONSTRUCTION



TOTAL AREAS - CITY, MNDOT		
CITY		65.5% 78830 SF
MNDOT		34.5% 41521 SF
SHARED		
TOTAL		120351 SF

NOT FOR CONSTRUCTION

CO-TENANCY AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION,
COUNTY OF ST. LOUIS, AND CITY OF HIBBING

THIS AGREEMENT is made by and between the state of Minnesota, by and through its Commissioner of Transportation (hereinafter "Mn/DOT"); County of St. Louis, by and through its Board of Commissioners (hereinafter "County"); and City of Hibbing, by and through its City Council (hereinafter "City") referred to collectively as the parties.

WHEREAS, the parties wish to construct and operate a maintenance facility, as defined below, on the complex, as defined below with the County, Mn/DOT and the City each holding an undivided one-third interest, as tenants in common, in the Complex; and

WHEREAS, a joint maintenance facility is in the best public interest.

NOW, THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the appropriate Mn/DOT, State of Minnesota, County, and City officials pursuant to Minnesota law. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement shall run with title to the Complex. Any modification or termination of this Agreement requires the consent of all parties holding any right, title or interest in the Complex.

II. DEFINITIONS

The following words, when used in this Agreement, shall have the following meanings:

- A. "Complex" shall mean and refer to the real property, as legally described in Attachment A, which is attached hereto and incorporated herein and all structures housed on that real property.
- B. "Maintenance Facility" shall mean the joint maintenance structure located on the Complex as described in Attachment B, which is attached hereto and incorporated herein.
- C. "Shared Areas" shall mean and refer to the areas of the Maintenance Facility which are open to the common use by the parties as indicated on Attachment B attached hereto.

- D. "Individual Areas" shall mean and refer to the areas of the Maintenance Facility which are designated for the sole use of an individual party to this Agreement as indicated on Attachment B attached hereto, or otherwise referenced herein.

III. OCCUPANCY

A. COMPLEX

All parties will have equal access and use of the Complex. However, no party's access and use of the Complex shall interfere with the access and use of the other individual parties.

B. MAINTENANCE FACILITY

Mn/DOT shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately fifteen percent (15%) of the total area of the Maintenance Facility. County shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately forty-seven percent (47%) of the total area of the Maintenance Facility. City shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately thirty-eight percent (38%) of the total area of the Maintenance Facility. (See Attachment B for a detailed description of the Shared and Individual Areas of the Maintenance Facility).

IV. MANAGEMENT COMMITTEE

The Complex shall have a Management Committee responsible for the operation and resolution of issues pertaining to the Complex.

A. MEMBERSHIP

Each owner of an undivided one-third interest in the Complex may appoint a representative to the Management Committee and to replace its designated representative to the Management Committee, at its sole discretion, from time to time. The initial representatives to the Management Committee are as follows:

1. As to the undivided one-third interest Mn/DOT owns – the Mn/DOT Assistant District Engineer.

2. As to the undivided one-third interest the County owns – the County Public Works Director.
3. As to the undivided one-third interest the City owns – the City Engineer.

B. MEETINGS OF THE MANAGEMENT COMMITTEE

The Management Committee shall meet a minimum of one time per month during the first year of operation of the Complex and a minimum of one time every six months during the remaining term of this Agreement. The minimum meetings during the first year shall be convened by the Hibbing City Engineer with any member of the Committee being able to convene additional meetings.

C. VOTING

Each member shall have one (1) vote.

A unanimous vote of the members shall constitute the decision of the Management Committee.

D. DUTIES OF THE MANAGEMENT COMMITTEE

The Management Committee shall set and manage:

1. Standards and responsibilities for the use and operation of the Complex not otherwise addressed in the Agreement.
2. Policies and procedures for the signage of the Complex and Maintenance Facility and parking at the Complex.
3. Maintenance Facility janitorial services.
4. Policy and procedures for ordering and payment of shared supplies.
5. Policy and procedure for the day-to-day decision making including but not limited to: repairs, snow removal, maintenance and future planning for the Complex and Maintenance Facility.

V. OPERATION, MAINTENANCE, AND CAPITAL IMPROVEMENTS OF COMPLEX AND MAINTENANCE FACILITY

- A. Mn/DOT, County, and City agree that the costs of operation and maintenance for the Complex and Maintenance Facility shall be proportioned as follows:

Mn/DOT	15%
County	47%
City	38%

Operation and maintenance shall include but not be limited to: utilities (electricity, gas, sewer, water, solid waste removal), janitorial services, and repairs.

1. It is agreed that billing for all utilities will be made to the City. The City will then bill the County and Mn/DOT for their proportionate shares of the monthly bills. The County and Mn/DOT shall pay their proportionate share of the monthly bills to the City within 45 days of the billing.
 2. It is agreed that janitorial services as determined by the Management Committee shall be provided by the County and paid for by the parties in the proportional shares mentioned above. The City and Mn/DOT shall pay their proportional share of the bill within 45 days of the billing.
 3. It is agreed that after one year of occupancy of the Maintenance Facility, all parties will review the proportional share of operation and maintenance each party paid during the first year of occupancy to determine if the proportional share established in Article V, Paragraph A is accurate and fair.
- B. Each party shall be responsible for its own telephone service and related expenses.
- C. Capital improvements to the Maintenance Facility shall be recommended to each party's governing body based on an unanimous decision of the Management Committee. Capital improvements to the Maintenance Facility shall not be undertaken without the unanimous support of all parties.
- D. Capital improvements at the Complex shall not be made without the unanimous support of all parties, with the exception of Article V.E.

- E. The County has the right to build or make improvements, including the construction of buildings, upon the Complex at its own expense provided the improvements or buildings do not interfere with the access, occupancy or operations of Mn/DOT or the City. It is understood that in the event the County does make improvements, including the construction of buildings pursuant to this provision, the County will be solely responsible for any and all other costs and expenses associated with the improvement or construction, including but not limited to maintenance, repair, and utilities.
- F. Pursuant to the "Joint Maintenance Garage Architectural/Design Agreement," Attachment C attached hereto and incorporated herein, entered into by all parties on or about the 20th day of February, 1996, Mn/DOT and the City shall construct at their expense and at no expense to the County, on a location at the Complex, a dome building and a pre-wetting facility at a location to be agreed upon by all parties.

VI. GENERAL OPERATING POLICIES

- A. The Complex shall be available for use by the parties to this Agreement, and to the Minnesota State Patrol, 24 hours per day, 365 days per year.
- B. The Maintenance Facility shall be a nonsmoking building.
- C. The Maintenance Facility shall be used only for governmental purposes and shall not be used for private purposes; provided, however, that if a mortgagee of one of the owners of an undivided one-third interest in the Complex or a mortgagee of a tenant or subtenant of one of the owners of an undivided one-third interest in the Complex acquires an ownership or leasehold interest as a result of the foreclosure of the mortgagee's mortgage, the mortgagee and its successors and assigns may use the Maintenance Facility for any purpose which is permitted under the applicable zoning ordinances and does not unreasonably interfere with the remaining co-tenants' obligations or use of the Maintenance Facility for the governmental purposes contemplated under this Agreement.
- D. Each party shall, at all times and at its own expense, repair, replace and maintain in a good, safe, and substantial condition, its Individual Areas and equipment, together with any improvements, additions, and alterations which may be added to their Individual Areas.
- E. Each party shall use all reasonable precautions to prevent waste, damage, or injury to all areas of the Maintenance Facility and Complex.

- F. No party shall interfere with the other parties' use of the Maintenance Facility or Complex.

VII. MATERIALS AND SUPPLIES

- A. Each party shall be responsible for purchasing all of its own sand, salt and fuel that it will use for its operational duties. If the materials are commingled, the parties, by the Management Committee, shall set up an accounting system to account for the amounts purchased and used by each entity. Each year the parties shall reconcile the differences between the amounts purchased and the amounts used. This reconciliation shall take place on or about May 1st of each year.
- B. Each party shall comply with all state laws and regulations when purchasing materials for use at the Complex.
- C. Each party shall be responsible for purchasing its own office supplies, office furniture, tools, and other equipment in Individual Areas.
- D. Each party will supply its own tools and other equipment for use in their operational duties.
- E. Sharing of tools and equipment shall be at the discretion of each party's supervisory personnel with procedures to be established by the Management Committee.

VIII. LIABILITY

- A. Mn/DOT, County, and City agree that any and all persons employed by or on behalf of a party to perform any work or duties as an agent of a party, shall not be considered employees of the other two parties. Any claims that may or might arise under the Workers' Compensation Act of Minnesota on behalf of said employees or persons while so engaged and any and all claims made by any third person as a consequence of any act or omission on the part of said employees or persons while engaged in any of the work contemplated herein, shall not be the obligation or responsibility of the other parties.
- B. Each party to this Agreement shall be responsible for its own liability protection and its own acts or omissions associated with the use of the Maintenance Facility and Complex. The liability of each of the parties to this Agreement shall be determined according to the respective acts or omissions of

the parties. The liability of Mn/DOT is governed by Minn. Stat. § 1.736 and the liability of County and City is governed by Minn. Stat. ch 466.

C. CONTAMINATION.

1. The County shall be responsible for the cleanup and all related costs of any contamination existing on the grounds of the Complex prior to construction of the Maintenance Facility. This includes contamination that is now known or discovered in the future that can be determined to be preexisting.

2. In the event that contamination is discovered in the future and it cannot be determined which party is responsible for the contamination or it cannot be determined if the contamination existed prior to construction of the Maintenance Facility, the cleanup and related costs shall be shared by the parties as follows:

County	1/3
Mn/DOT	1/3
City	1/3

3. In the event that contamination is discovered in the future and it can be determined that one individual party to this Agreement is solely responsible for that contamination, that individual party will be responsible for all cleanup and related costs.

D. Each party shall be responsible for complying with applicable federal and state regulatory rules and requirements. Each party shall be responsible for any penalties imposed for its violation of those rules and regulations.

E. In the event that the Occupational Safety and Health Administration issues a safety violation citation that exists in any Shared Area or on the grounds of the Complex and it can be determined which individual party or parties to this Agreement is responsible for the violation, that party or parties shall be responsible for all fines and related costs, including fines levied against nonviolating parties. If a safety violation citation is issued to all parties and it cannot be determined who is responsible for the violations, each party shall be responsible for their own fines and related costs as determined by the Occupational Safety and Health Administration.

F. The County Purchasing Department shall purchase fire and casualty insurance for the Complex and Maintenance Facility and shall name the City and

Mn/DOT as coinsureds. The City and Mn/DOT shall be responsible for its own personal property insurance including but not limited to rolling stock. The City shall be responsible for 38% of the cost of the fire and casualty insurance, Mn/DOT shall be responsible for 15% of the cost of the fire and casualty insurance and the County shall be responsible for 47% of the cost of the fire and casualty insurance. All parties shall exchange insurance policies with respect to personal property to be maintained at the Complex.

IX. MERGER, ASSIGNMENT, AND AMENDMENTS

This Agreement is the final expression regarding the use and occupancy of the Complex and Maintenance Facility between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. Any amendments to or deletions from this Agreement shall be made in writing properly executed by the parties.

X. AUDIT

Pursuant to Minnesota Statutes Section 16B.06, subdivision 4 (1994), the books, records, documents, and accounting procedures and practices of the parties relevant to this Agreement shall be subject to examination by Mn/DOT, County, City, Legislative Auditor, or State Auditor.

XI. NONDISCRIMINATION

In connection with the execution of this Agreement, the parties shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The parties shall take affirmative actions to insure that applicants are employed, and that employees are treated during employment without regard to race, color, sex, or national origin. Such actions shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XII. CASUALTY LOSS, TRANSFER OR ENCUMBRANCE OF INTEREST

- A. If the Maintenance Facility is wholly or partially destroyed by fire or other casualty, then any portion of the Maintenance Facility damaged or destroyed shall be promptly replaced.

- B. The parties, for themselves, their heirs, personal representatives, successors and assigns each do hereby irrevocably waive any and all right to maintain an action for partition as to its undivided interest in the Complex.
- C. A co-tenant may not convey its undivided interest in the Complex to a third party without first offering to convey its interest to the other co-tenants for no consideration. If more than one remaining co-tenant wants to acquire a portion of the departing co-tenant's interest, the departing co-tenant must convey equal, undivided interest to each remaining co-tenant that wants an interest. If only one remaining co-tenant wants the departing co-tenant's interests, the departing co-tenant must convey its undivided interest to the co-tenant that wants it. If none of the remaining co-tenants want the departing co-tenant's interest, the departing co-tenant may convey its interest to the third party on any terms and conditions it so desires. Any transfer of a co-tenant's interest shall be subject to the terms and conditions of this Agreement and any and all encumbrances existing as of the date of the transfer. If a party intends to exercise its authority to convey its interest, it must give the other parties one year prior notice.
- D. Except as provided in this Section, no party may lease its interest in the Complex without the written consent of the other parties. All parties to this Agreement hereby expressly consent to the County's and the City's lease of their interest in a portion of the Complex to the Hibbing Economic Development Authority and consent to the Hibbing Economic Development Authority's grant of a leasehold mortgage in its interest under the leases from the City and the County and the Hibbing Economic Development Authority's subsequent lease of the property to the City and the City's subsequent sublease of a portion of the Complex to the County. In the event the Hibbing Economic Development Authority's mortgagee forecloses its leasehold mortgage, the mortgagee may subsequently lease its interest under the leases from the City and the County for the remaining term of the leases from the City and the County without the consent of the City, County or Mn/DOT.
- E. A withdrawing party shall be allowed to remove all personal property, equipment, and supplies that it provided and paid for at the Complex.

XIII. APPROPRIATIONS

Any financial obligation of the State of Minnesota created by this Agreement is contingent upon the availability of funds appropriated by the Minnesota Legislature to the Commissioner of Transportation.

XIV. DISPUTE RESOLUTION

The parties agree that they shall, in good faith, attempt to settle any dispute arising with respect to the terms of this Agreement and/or the day-to-day operations of the Maintenance Facility and Complex. In the event that any dispute cannot be settled by agreement between the parties, said dispute will be submitted to mediation. If mediation fails to resolve the dispute, to such other remedy as a party may have at law.

XV. NOTICE

Whenever notice is required by the terms hereof, it shall be in writing and directed to the members of the Management Committee.

XVI. RELATIONSHIP TO TRUSTEE AND BOND FINANCING

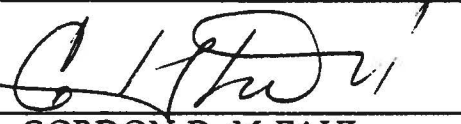
- A. The provisions of this Article shall prevail over any contrary provision or provisions herein.
- B. The parties hereto hereby acknowledge and consent to the fact (1) that a portion of the improvements for the Maintenance Facility will be financed by bonds (including refunding bonds, the "Bonds") issued by the Economic Development Authority of the City of Hibbing, Minnesota (the "EDA") pursuant to an Indenture of Trust (together with any other indenture or resolution securing Bonds, the "Indenture") and (2) that the EDA will secure payment of the Bonds by a pledge of amounts due under the lease from the City (and the sublease from the County) as described in Section XII(D), and by a grant to the Trustee of a mortgage on the leasehold interest granted the EDA by the County and the City and by an assignment of the County's and City's interests in this Agreement.
- C. To induce purchasers to purchase the Bonds from time to time, and in consideration of the use of proceeds from such Bonds for the construction of portions of the Maintenance Facility, the parties hereto expressly acknowledge that any fiduciary under an Indenture (each, a "Trustee") shall be a third party beneficiary of this Agreement, entitled to seek remedies and enforce the performance of the terms hereof as though the Trustee were signatory party hereto.
- D. The parties agree that no change in or modification of this Agreement shall be made without the consent of the Trustee, other than changes which the Trustee determines are not materially prejudicial to holders of Bonds.

- E. All references to the City, the County or an owner of any interest in the Maintenance Facility shall be deemed to include a reference to the Trustee or any other person, so long as the Trustee or such other person has acquired an ownership or leasehold interest through foreclosure of a lien securing the Bonds (or through acceptance of such an interest in lieu of such foreclosure); it being agreed that no consent shall be required from any party for the conveyance of the City's or County's interest in the Maintenance Facility or their rights under this Agreement as a result of such a foreclosure or acceptance, or the use of the Maintenance Facility by the Trustee or such a person in accordance with all applicable laws, ordinances and regulations.

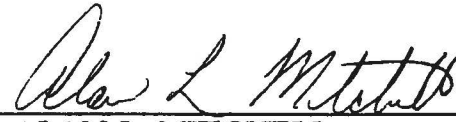
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed to be bound thereby.

COUNTY OF ST. LOUIS

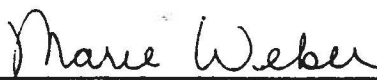
By: 
LIZ PREBICH
Chair, County Board
Date: Jan. 7, 1997

By: 
GORDON D. McFAUL
County Auditor
Date: Jan 7, 1997

Approved as to Form and Execution

By: 
ALAN L. MITCHELL
County Attorney

The foregoing was acknowledged before me this 7th day of Jan, 1997, by Liz Prebich and Gordon D. McFaul, the Chair of the County Board and the County Auditor, of St. Louis County, a municipal corporation under the laws of the State of Minnesota.


Notary Public
 MARIE WEBER
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JANUARY 31, 2000
This document was drafted by:

St. Louis County Attorney's Office
100 North Fifth Avenue West, #501
Duluth, MN 55802
218-726-2323

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Commissioner

Date: 1-10-97

Approved as to Form and Execution by the
Office of the Attorney General

By: [Signature]
Assistant Attorney General

Date: 1/13/97

The foregoing was acknowledged before me
this 10 day of January, 1997
by Edward H. [Signature]

[Signature]
Notary Public



DEPARTMENT OF ADMINISTRATION

By: [Signature]

Date: 1/14/97

The foregoing was acknowledged before me
this 14 day of January, 1997
by [Signature]



DEPARTMENT OF TRANSPORTATION
BUDGET OFFICE

By: [Signature]

Date: 1-14-97

The foregoing was acknowledged before me
this 14th day of Jan., 1997
by [Signature]

[Signature]
Notary Public



CITY OF HIBBING

By: *Richard Nordvold*
RICHARD NORDVOLD
Mayor

The foregoing was acknowledged before
me this 4th day of Jun, 1997
by Richard Nordvold, Hibbing City Mayor.

Date: 1-6-97

By: *Carol J. Wasek*
PATRICK GARRITY
City Clerk

Carol J. Wasek
Notary Public

The foregoing was acknowledged before
me this 6th day of Jan, 1997
by Patrick Garrity, Hibbing City Clerk.

Date: 1-6-97



Carol J. Wasek
Notary Public

1996-569
1-3-97:13/daj/tlk

Norman B. Livgard
Registered Land Surveyor
3418 Allendale Avenue
Duluth, MN 55803
(218) 724-2133

November 14, 1996

DESCRIPTION FOR: St. Louis County

DESCRIPTION OF: Portion of Hibbing Fairgrounds Property to be Jointly Owned
(Revised)

DESCRIPTION:

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND: That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of the Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

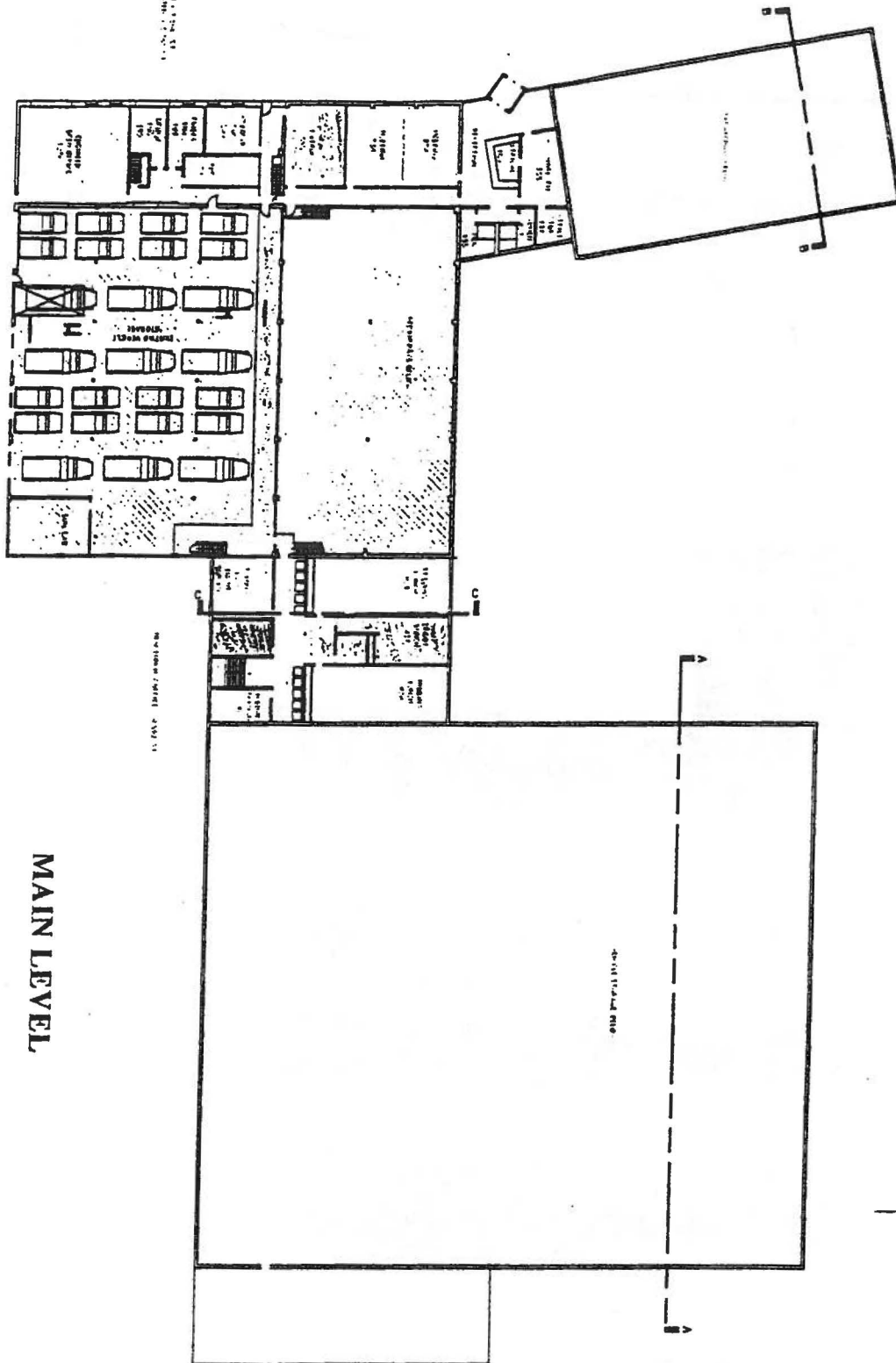
Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 - NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees, 36 minutes 42 seconds East a distance of 320.87 feet to the east/west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence South 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE 1/4; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW1/4-NE1/4; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE1/4; thence easterly, along said north line a distance of 53.95 feet to said north 1/16 corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16 line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

Subject to the existing sanitary sewer easement to the City of Hibbing as recorded in Document Number 336719.

All three parcels are subject to and are together with any valid easements, reservations or restrictions, if any.



MAIN LEVEL

DRAWN TO THE SCALE OF 1/8" = 1'-0"

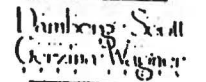


ST. LOUIS COUNTY / HIBBING / CITY OF HIBBING Central Range Cooperative Public Works Facility HIBBING, MINNESOTA	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"
	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"

110-0000



Blue = MN/DOT



A1.1

**JOINT MAINTENANCE GARAGE
ARCHITECTURAL/DESIGN AGREEMENT**

This Agreement made this 20th day of Feb, 1995, by and between the COUNTY OF ST. LOUIS ("County"), the MINNESOTA DEPARTMENT OF TRANSPORTATION ("MNDOT"), and the CITY OF HIBBING ("City").

WHEREAS, the County owns and operates a public works maintenance facility located at 1425 East 23rd Street, Hibbing, MN 55746; and

WHEREAS, MNDOT is in need of a new maintenance facility in this general geographic location; and

WHEREAS, the City is in need of a new maintenance facility in this general geographic location; and

WHEREAS, the land upon which the County maintenance facility is now located has room for expansion; and

WHEREAS, a joint maintenance facility operated and maintained by the County, MNDOT, and the City would be beneficial for all parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the parties do agree as follows:

1. All parties will mutually contract with a professional architectural/design entity, said entity to be selected by St. Louis County, for preparation of preliminary design and cost estimates for the following additions and improvements at the present site of the St. Louis County maintenance facility.

- A. Remodeling of the existing St. Louis County public works maintenance garage.
- B. The addition of a new two-story maintenance facility intended to be occupied jointly by the County and MNDOT.
- C. The addition of an administrative/office building to be jointly occupied by all parties to the final construction and occupancy agreement.
- D. An additional maintenance building intended to be occupied by the City.

2. The cost of the initial design and cost estimates shall be shared equally by all parties to this agreement. The St. Louis County Auditor shall be the fiscal agent for purposes of billing and disbursements related to this entire agreement.

3. Upon completion of the initial design and cost estimates, each party to this agreement shall have the opportunity to continue with the project to completion and occupancy or to remove itself from any further obligations under this agreement.

4. Upon review of the initial design and cost estimates, and upon acceptance of a final design agreed upon by majority of the signators to this agreement, all parties that want to continue with this joint project shall authorize the architectural/design entity to complete final architectural documents, including, but not limited to, blue prints, construction documents, and detailed cost estimates.

5. The cost of the second phase of the architectural/design process shall be divided among the participating entities in accordance to their pro rata share of the entire project.

6. During the second phase of the architectural/design process, all parties remaining in this project shall work together to prepare a "construction and occupancy" contract with respect to this project that is mutually agreeable and beneficial to all remaining parties.

7. Upon completion of the second phase of the architectural/design process and up to the final acceptance in bids, each party to this agreement shall once again have the opportunity to remove itself from further obligation with respect to this project.

8. MNDOT and the City understand and agree that in connection with this joint project, MNDOT and the City will construct on the property and contiguous to the joint maintenance garage, without cost to St. Louis County, a dome building and pre-wetting facility for the ultimate use of all parties to this agreement.

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

BY: David J. Egan

Name TRANSPORTATION
Title DISTRICT ENGINEER

CITY OF HIBBING

BY: [Signature]

Name
Title

11/21/1995:yme:5
1995-244

COUNTY OF ST. LOUIS

BY: [Signature]

MARTIN LEPAR, Chair
County Board of Commissioners

BY: [Signature]

GORDON D. McFAUL
County Auditor

APPROVED AS TO FORM & EXECUTION

BY: [Signature]

VERNON D. SWANUM
Assistant County Attorney

Attachment A1

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50

seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

EXCEPT

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast Corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or

less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

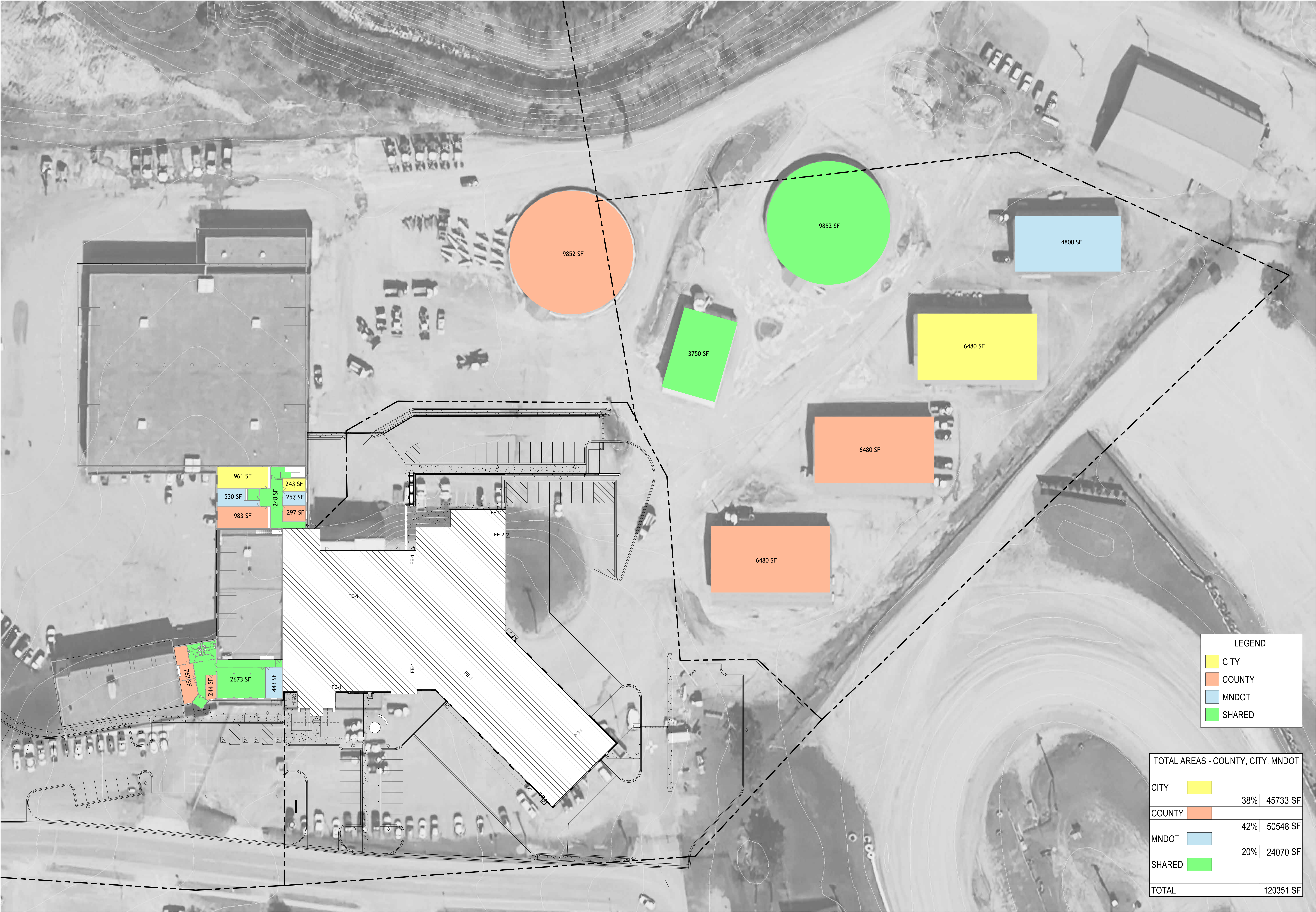
AND EXCEPT

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet;

thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 47 degrees 27 minutes 15 seconds East 66.87 feet; thence North 04 degrees 35 minutes 21 seconds East 128.59 feet; thence North 85 degrees 24 minutes 39 seconds West 28.00 feet; thence North 04 degrees 35 minutes 21 seconds East 234.00 feet; thence North 68 degrees 29 minutes 35 seconds West 100.00 feet; thence North 85 degrees 24 minutes 39 seconds West 238.00 feet; thence South 04 degrees 35 minutes 21 seconds West 115.00 feet; thence South 49 degrees 35 minutes 21 seconds West 42.43 feet; thence North 85 degrees 24 minutes 39 seconds West 26.00 feet; thence South 04 degrees 35 minutes 21 seconds West 322.19 feet; thence South 89 degrees 28 minutes 53 seconds East 373.12 feet to the point of beginning.

Subject to easements, restrictions or reservations of record, if any.



1 UPPER LEVEL & SITE AREA PLAN
1/32" = 1'-0"

BRUNTON

MINNEAPOLIS
PH: 507.386.7596
FAX: 507.386.7590
North Minnesota, MN 55403

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.

Signature: Gregory S. Brunton
Title: Principal
Date: 04/09/2025

HIBBING PUBLIC SAFETY
1425 EAST 23RD STREET
HIBBING, MN 55746

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REVISION:

No:	24475-1	Date:	04/09/2025
Drawn:	Author	Checked:	Checker
Project Manager:	GS		
Project Status:	100% DD		

Sheet Title:
ALLOCATED SPACES - COUNTY, CITY, MNDOT

Sheet No.:
5-02

NOT FOR CONSTRUCTION



TOTAL AREAS - COUNTY, CITY, MNDOT		
CITY		38% 45733 SF
COUNTY		42% 50548 SF
MNDOT		20% 24070 SF
SHARED		
TOTAL		120351 SF

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the state of Minnesota.

Signature: _____ Corey A. Brunton
 Reg. No.: **26338**
 Date: _____

Project: **HIBBING PUBLIC SAFETY**
1425 EAST 23RD STREET
HIBBING, MN 55746

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REVISION:

No.: 24475-1	Date: 04/09/2025
Drawn: Author	Checked: Check
Project Manager: GS	
Project Status: 100% DD	

**ALLOCATED
SPACES -
COUNTY, CITY,
MNDOT**

Sheet No.: **5-01**

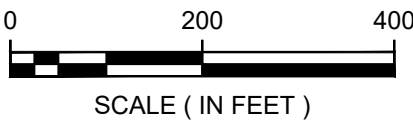
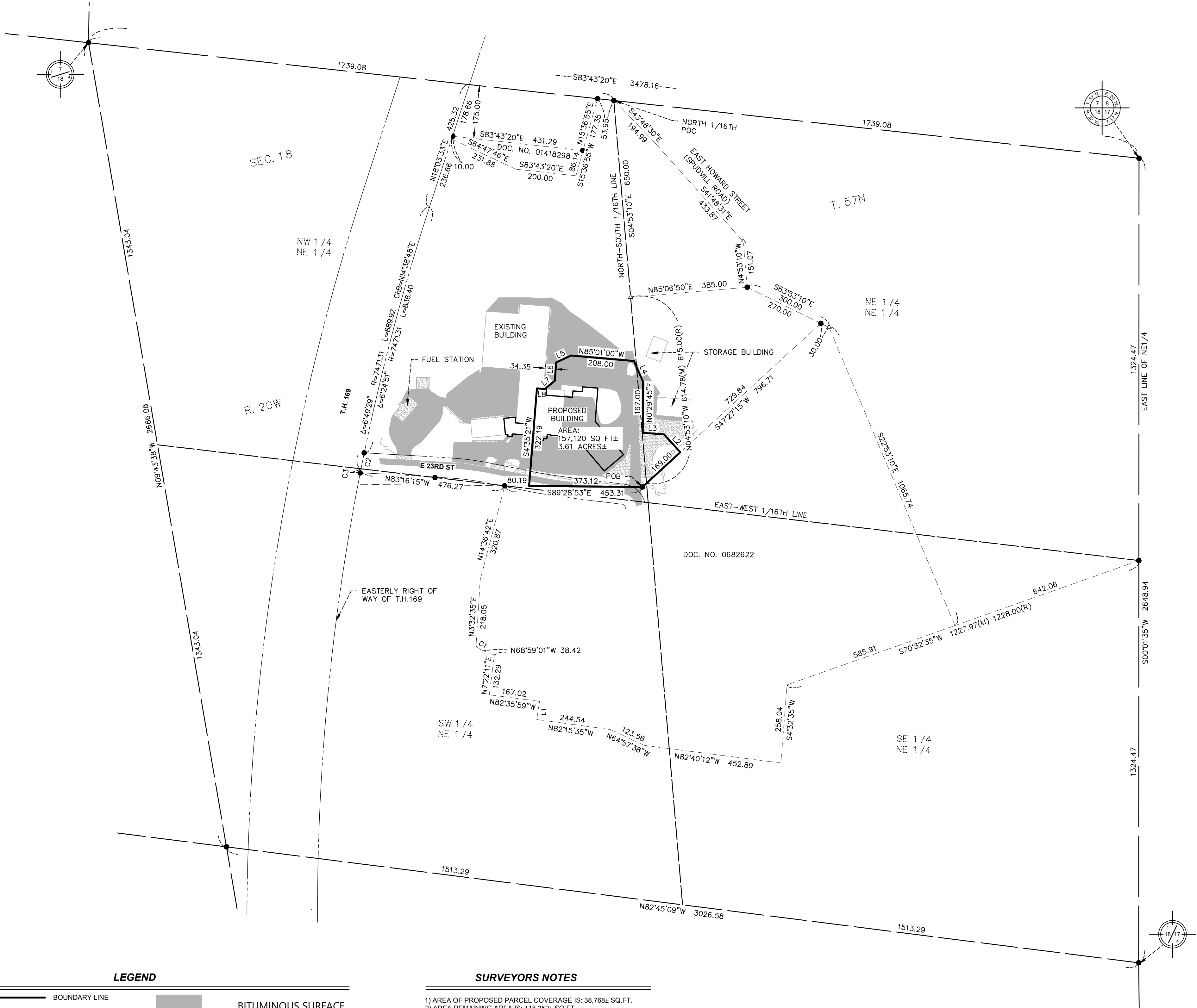
NOT FOR CONSTRUCTION

CERTIFICATE OF SURVEY

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

PARCEL LINE DATA			
SEGMENT	LENGTH	DIRECTION	
L1	60.52	N8° 50' 31"E	
L2	80.00	N42° 22' 56"W	
L3	70.00	N86° 06' 36"W	
L4	76.00	N23° 37' 05"W	
L5	54.00	S64° 44' 10"W	
L6	60.00	S3° 49' 28"W	
L7	43.00	S50° 20' 18"W	
L8	26.00	N85° 24' 39"W	

PARCEL CURVE DATA				
SEGMENT	LENGTH	RADIUS	DELTA	ChB
C1	29.14	75.00	22°15'31"	N57°51'15"W
C2	53.52	7471.31	22°15'31"	N57°51'15"W
C3	13.15	7471.31	22°15'31"	N57°51'15"W



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON AN ASSUMED BEARING

● = DENOTES FOUND IRON MONUMENT
(R) = DENOTES RECORDED DISTANCE
(M) = DENOTES MEASURED DISTANCE

LEGEND

	BOUNDARY LINE		BITUMINOUS SURFACE
	SECTION LINE		CONCRETE SURFACE
	QUARTER SECTION LINE		GRAVEL SURFACE
	QUARTER QUARTER LINE		
	DEED LINE		
	RIGHT OF WAY LINE		

SURVEYORS NOTES

- 1) AREA OF PROPOSED PARCEL COVERAGE IS: 38,768± SQ.FT.
- 2) AREA REMAINING AREA IS: 118,352± SQ.FT.
- 3) THE BOUNDARY LINE IS PARTY WALL ON THE WEST SIDE AND AT LEAST 40 FEET FROM THE EXISTING BUILDING ON THE EAST AND NORTHEAST SIDE.

DATE:	MARCH 05, 2025	DATE:		AMENDMENTS	BY:	PREPARED FOR: CITY OF HIBBING
SCALE:	AS SHOWN	3-31-2025		REVISED PER MNDOT COMMENTS	A.L.P.	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY:	B.P.T.	4-1-2025		REVISED CURVE 2 AND 3	A.L.P.	
CHECKED BY:	A.L.P.	4-2-2025		ADJUST EAST LINE TO BE 40 FEET FROM BUILDINGS	A.L.P.	
FILE NUMBER:	2025-10245	4-7-2025		ADJUSTED NORTH LINE TO THE SOUTH	A.L.P.	
				ANTHONY L. PALCICH	DATE: 03/26/2025	LIC. NO. 53737

PART OF THE NW-NE & NE-NE
SEC 18, T.57N, R.20W OF THE 4TH P.M.
ST. LOUIS COUNTY, MINNESOTA

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND

That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

EXCEPT

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

AND EXCEPT

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any.

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

AND: That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE ¼; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE ¼ bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.0 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 300.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S ¼-NE ¼; thence South 70 degrees 32 minutes 35 seconds West a distance 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east/west 1/16th line of said NE ¼; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE ¼; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW ¼-NE ¼; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE ¼; thence easterly, along said north line a distance of 53.95 feet to said north 1/16 corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16 line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows: Commencing at the north Sixteenth corner of said Northeast Quarter; thence South 4 degrees 53 minutes 10 Seconds East along the north-south Sixteenth line a distance of 650.00 feet (for purposes of this description, the east line of said Northeast Quarter bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the South Half of the Northeast Quarter; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 33 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 59 minutes 01 second West a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees 36 minutes 42 seconds East a distance of 320.87 feet to the east-west Sixteenth line of said Northeast Quarter; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence North 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east-west Sixteenth line of said Northeast Quarter; thence westerly along said east-west Sixteenth line 476 feet, more or less, to the easterly right of way line of U.S. Highway No. 169; thence northerly along said easterly right of way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said Northwest Quarter of the Northeast Quarter; thence easterly along said south line a distance of 431.29 feet; thence northerly to a point on the north line of said Section 18 distant 53.95 feet westerly of the north Sixteenth corner of said Northeast Quarter; thence easterly along said north line a distance of 53.95 feet to said north Sixteenth corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south Sixteenth line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning; which lies westerly and northerly of Line 1 described below:

Line 1. Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 18; thence westerly along the north line of said Section 18 for 53.95 feet; thence south to a point on a line run parallel with and distant 175 feet southerly of the north line of said Section 18, distant 431.29 feet easterly of its intersection with the west line of Tract A hereinbefore described to the point of beginning of Line 1 to be described; thence continue on the last described course to its intersection with a line run parallel with and distant 260 feet southerly of the north line of said Section 18; thence west on said 260 foot parallel line for 200 feet; thence northwesterly to a point on the west line of said Tract A, distant 10 feet southerly of its intersection with said 175 foot parallel line and there terminating.

PROPOSED DESCRIPTION (CITY OF HIBBING)

That part of the Northwest Quarter of the Northeast Quarter and Northeast of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Subject to easements, restrictions or reservations of record, if any.





TOTAL AREAS - CITY, MNDOT		
CITY		65.5% 78830 SF
MNDOT		34.5% 41521 SF
SHARED		
TOTAL		120351 SF

		MINNEAPOLIS 1507 28th Place P.O. Box 1000 Minneapolis, MN 55403	
		MANKATO 1507 28th Place P.O. Box 1000 Mankato, MN 56003	

Project: _____

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REVISION:			
No:	Date:	Checked:	Checker:
No: 24475-1	Date: 04/09/2025	Checked: _____	Checker: _____
Project Manager: GS			
Project Status: 100% DD			
Sheet Title:			
ALLOCATED SPACES - CITY, MMNDOT			
Sheet No.: 5-03			

NOT FOR CONSTRUCTION

CO-TENANCY AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION,
COUNTY OF ST. LOUIS, AND CITY OF HIBBING

THIS AGREEMENT is made by and between the state of Minnesota, by and through its Commissioner of Transportation (hereinafter "Mn/DOT"); County of St. Louis, by and through its Board of Commissioners (hereinafter "County"); and City of Hibbing, by and through its City Council (hereinafter "City") referred to collectively as the parties.

WHEREAS, the parties wish to construct and operate a maintenance facility, as defined below, on the complex, as defined below with the County, Mn/DOT and the City each holding an undivided one-third interest, as tenants in common, in the Complex; and

WHEREAS, a joint maintenance facility is in the best public interest.

NOW, THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the appropriate Mn/DOT, State of Minnesota, County, and City officials pursuant to Minnesota law. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement shall run with title to the Complex. Any modification or termination of this Agreement requires the consent of all parties holding any right, title or interest in the Complex.

II. DEFINITIONS

The following words, when used in this Agreement, shall have the following meanings:

- A. "Complex" shall mean and refer to the real property, as legally described in Attachment A, which is attached hereto and incorporated herein and all structures housed on that real property.
- B. "Maintenance Facility" shall mean the joint maintenance structure located on the Complex as described in Attachment B, which is attached hereto and incorporated herein.
- C. "Shared Areas" shall mean and refer to the areas of the Maintenance Facility which are open to the common use by the parties as indicated on Attachment B attached hereto.

- D. "Individual Areas" shall mean and refer to the areas of the Maintenance Facility which are designated for the sole use of an individual party to this Agreement as indicated on Attachment B attached hereto, or otherwise referenced herein.

III. OCCUPANCY

A. COMPLEX

All parties will have equal access and use of the Complex. However, no party's access and use of the Complex shall interfere with the access and use of the other individual parties.

B. MAINTENANCE FACILITY

Mn/DOT shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately fifteen percent (15%) of the total area of the Maintenance Facility. County shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately forty-seven percent (47%) of the total area of the Maintenance Facility. City shall occupy those portions of the Maintenance Facility as its Individual Areas are designated in Attachment B, and Shared Areas comprising approximately thirty-eight percent (38%) of the total area of the Maintenance Facility. (See Attachment B for a detailed description of the Shared and Individual Areas of the Maintenance Facility).

IV. MANAGEMENT COMMITTEE

The Complex shall have a Management Committee responsible for the operation and resolution of issues pertaining to the Complex.

A. MEMBERSHIP

Each owner of an undivided one-third interest in the Complex may appoint a representative to the Management Committee and to replace its designated representative to the Management Committee, at its sole discretion, from time to time. The initial representatives to the Management Committee are as follows:

1. As to the undivided one-third interest Mn/DOT owns – the Mn/DOT Assistant District Engineer.

2. As to the undivided one-third interest the County owns – the County Public Works Director.
3. As to the undivided one-third interest the City owns – the City Engineer.

B. MEETINGS OF THE MANAGEMENT COMMITTEE

The Management Committee shall meet a minimum of one time per month during the first year of operation of the Complex and a minimum of one time every six months during the remaining term of this Agreement. The minimum meetings during the first year shall be convened by the Hibbing City Engineer with any member of the Committee being able to convene additional meetings.

C. VOTING

Each member shall have one (1) vote.

A unanimous vote of the members shall constitute the decision of the Management Committee.

D. DUTIES OF THE MANAGEMENT COMMITTEE

The Management Committee shall set and manage:

1. Standards and responsibilities for the use and operation of the Complex not otherwise addressed in the Agreement.
2. Policies and procedures for the signage of the Complex and Maintenance Facility and parking at the Complex.
3. Maintenance Facility janitorial services.
4. Policy and procedures for ordering and payment of shared supplies.
5. Policy and procedure for the day-to-day decision making including but not limited to: repairs, snow removal, maintenance and future planning for the Complex and Maintenance Facility.

V. OPERATION, MAINTENANCE, AND CAPITAL IMPROVEMENTS OF COMPLEX AND MAINTENANCE FACILITY

- A. Mn/DOT, County, and City agree that the costs of operation and maintenance for the Complex and Maintenance Facility shall be proportioned as follows:

Mn/DOT	15%
County	47%
City	38%

Operation and maintenance shall include but not be limited to: utilities (electricity, gas, sewer, water, solid waste removal), janitorial services, and repairs.

1. It is agreed that billing for all utilities will be made to the City. The City will then bill the County and Mn/DOT for their proportionate shares of the monthly bills. The County and Mn/DOT shall pay their proportionate share of the monthly bills to the City within 45 days of the billing.
 2. It is agreed that janitorial services as determined by the Management Committee shall be provided by the County and paid for by the parties in the proportional shares mentioned above. The City and Mn/DOT shall pay their proportional share of the bill within 45 days of the billing.
 3. It is agreed that after one year of occupancy of the Maintenance Facility, all parties will review the proportional share of operation and maintenance each party paid during the first year of occupancy to determine if the proportional share established in Article V, Paragraph A is accurate and fair.
- B. Each party shall be responsible for its own telephone service and related expenses.
- C. Capital improvements to the Maintenance Facility shall be recommended to each party's governing body based on an unanimous decision of the Management Committee. Capital improvements to the Maintenance Facility shall not be undertaken without the unanimous support of all parties.
- D. Capital improvements at the Complex shall not be made without the unanimous support of all parties, with the exception of Article V.E.

- E. The County has the right to build or make improvements, including the construction of buildings, upon the Complex at its own expense provided the improvements or buildings do not interfere with the access, occupancy or operations of Mn/DOT or the City. It is understood that in the event the County does make improvements, including the construction of buildings pursuant to this provision, the County will be solely responsible for any and all other costs and expenses associated with the improvement or construction, including but not limited to maintenance, repair, and utilities.
- F. Pursuant to the "Joint Maintenance Garage Architectural/Design Agreement," Attachment C attached hereto and incorporated herein, entered into by all parties on or about the 20th day of February, 1996, Mn/DOT and the City shall construct at their expense and at no expense to the County, on a location at the Complex, a dome building and a pre-wetting facility at a location to be agreed upon by all parties.

VI. GENERAL OPERATING POLICIES

- A. The Complex shall be available for use by the parties to this Agreement, and to the Minnesota State Patrol, 24 hours per day, 365 days per year.
- B. The Maintenance Facility shall be a nonsmoking building.
- C. The Maintenance Facility shall be used only for governmental purposes and shall not be used for private purposes; provided, however, that if a mortgagee of one of the owners of an undivided one-third interest in the Complex or a mortgagee of a tenant or subtenant of one of the owners of an undivided one-third interest in the Complex acquires an ownership or leasehold interest as a result of the foreclosure of the mortgagee's mortgage, the mortgagee and its successors and assigns may use the Maintenance Facility for any purpose which is permitted under the applicable zoning ordinances and does not unreasonably interfere with the remaining co-tenants' obligations or use of the Maintenance Facility for the governmental purposes contemplated under this Agreement.
- D. Each party shall, at all times and at its own expense, repair, replace and maintain in a good, safe, and substantial condition, its Individual Areas and equipment, together with any improvements, additions, and alterations which may be added to their Individual Areas.
- E. Each party shall use all reasonable precautions to prevent waste, damage, or injury to all areas of the Maintenance Facility and Complex.

- F. No party shall interfere with the other parties' use of the Maintenance Facility or Complex.

VII. MATERIALS AND SUPPLIES

- A. Each party shall be responsible for purchasing all of its own sand, salt and fuel that it will use for its operational duties. If the materials are commingled, the parties, by the Management Committee, shall set up an accounting system to account for the amounts purchased and used by each entity. Each year the parties shall reconcile the differences between the amounts purchased and the amounts used. This reconciliation shall take place on or about May 1st of each year.
- B. Each party shall comply with all state laws and regulations when purchasing materials for use at the Complex.
- C. Each party shall be responsible for purchasing its own office supplies, office furniture, tools, and other equipment in Individual Areas.
- D. Each party will supply its own tools and other equipment for use in their operational duties.
- E. Sharing of tools and equipment shall be at the discretion of each party's supervisory personnel with procedures to be established by the Management Committee.

VIII. LIABILITY

- A. Mn/DOT, County, and City agree that any and all persons employed by or on behalf of a party to perform any work or duties as an agent of a party, shall not be considered employees of the other two parties. Any claims that may or might arise under the Workers' Compensation Act of Minnesota on behalf of said employees or persons while so engaged and any and all claims made by any third person as a consequence of any act or omission on the part of said employees or persons while engaged in any of the work contemplated herein, shall not be the obligation or responsibility of the other parties.
- B. Each party to this Agreement shall be responsible for its own liability protection and its own acts or omissions associated with the use of the Maintenance Facility and Complex. The liability of each of the parties to this Agreement shall be determined according to the respective acts or omissions of

the parties. The liability of Mn/DOT is governed by Minn. Stat. § 1.736 and the liability of County and City is governed by Minn. Stat. ch 466.

C. CONTAMINATION.

1. The County shall be responsible for the cleanup and all related costs of any contamination existing on the grounds of the Complex prior to construction of the Maintenance Facility. This includes contamination that is now known or discovered in the future that can be determined to be preexisting.

2. In the event that contamination is discovered in the future and it cannot be determined which party is responsible for the contamination or it cannot be determined if the contamination existed prior to construction of the Maintenance Facility, the cleanup and related costs shall be shared by the parties as follows:

County	1/3
Mn/DOT	1/3
City	1/3

3. In the event that contamination is discovered in the future and it can be determined that one individual party to this Agreement is solely responsible for that contamination, that individual party will be responsible for all cleanup and related costs.

D. Each party shall be responsible for complying with applicable federal and state regulatory rules and requirements. Each party shall be responsible for any penalties imposed for its violation of those rules and regulations.

E. In the event that the Occupational Safety and Health Administration issues a safety violation citation that exists in any Shared Area or on the grounds of the Complex and it can be determined which individual party or parties to this Agreement is responsible for the violation, that party or parties shall be responsible for all fines and related costs, including fines levied against nonviolating parties. If a safety violation citation is issued to all parties and it cannot be determined who is responsible for the violations, each party shall be responsible for their own fines and related costs as determined by the Occupational Safety and Health Administration.

F. The County Purchasing Department shall purchase fire and casualty insurance for the Complex and Maintenance Facility and shall name the City and

Mn/DOT as coinsureds. The City and Mn/DOT shall be responsible for its own personal property insurance including but not limited to rolling stock. The City shall be responsible for 38% of the cost of the fire and casualty insurance, Mn/DOT shall be responsible for 15% of the cost of the fire and casualty insurance and the County shall be responsible for 47% of the cost of the fire and casualty insurance. All parties shall exchange insurance policies with respect to personal property to be maintained at the Complex.

IX. MERGER, ASSIGNMENT, AND AMENDMENTS

This Agreement is the final expression regarding the use and occupancy of the Complex and Maintenance Facility between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. Any amendments to or deletions from this Agreement shall be made in writing properly executed by the parties.

X. AUDIT

Pursuant to Minnesota Statutes Section 16B.06, subdivision 4 (1994), the books, records, documents, and accounting procedures and practices of the parties relevant to this Agreement shall be subject to examination by Mn/DOT, County, City, Legislative Auditor, or State Auditor.

XI. NONDISCRIMINATION

In connection with the execution of this Agreement, the parties shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The parties shall take affirmative actions to insure that applicants are employed, and that employees are treated during employment without regard to race, color, sex, or national origin. Such actions shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XII. CASUALTY LOSS, TRANSFER OR ENCUMBRANCE OF INTEREST

- A. If the Maintenance Facility is wholly or partially destroyed by fire or other casualty, then any portion of the Maintenance Facility damaged or destroyed shall be promptly replaced.

- B. The parties, for themselves, their heirs, personal representatives, successors and assigns each do hereby irrevocably waive any and all right to maintain an action for partition as to its undivided interest in the Complex.
- C. A co-tenant may not convey its undivided interest in the Complex to a third party without first offering to convey its interest to the other co-tenants for no consideration. If more than one remaining co-tenant wants to acquire a portion of the departing co-tenant's interest, the departing co-tenant must convey equal, undivided interest to each remaining co-tenant that wants an interest. If only one remaining co-tenant wants the departing co-tenant's interests, the departing co-tenant must convey its undivided interest to the co-tenant that wants it. If none of the remaining co-tenants want the departing co-tenant's interest, the departing co-tenant may convey its interest to the third party on any terms and conditions it so desires. Any transfer of a co-tenant's interest shall be subject to the terms and conditions of this Agreement and any and all encumbrances existing as of the date of the transfer. If a party intends to exercise its authority to convey its interest, it must give the other parties one year prior notice.
- D. Except as provided in this Section, no party may lease its interest in the Complex without the written consent of the other parties. All parties to this Agreement hereby expressly consent to the County's and the City's lease of their interest in a portion of the Complex to the Hibbing Economic Development Authority and consent to the Hibbing Economic Development Authority's grant of a leasehold mortgage in its interest under the leases from the City and the County and the Hibbing Economic Development Authority's subsequent lease of the property to the City and the City's subsequent sublease of a portion of the Complex to the County. In the event the Hibbing Economic Development Authority's mortgagee forecloses its leasehold mortgage, the mortgagee may subsequently lease its interest under the leases from the City and the County for the remaining term of the leases from the City and the County without the consent of the City, County or Mn/DOT.
- E. A withdrawing party shall be allowed to remove all personal property, equipment, and supplies that it provided and paid for at the Complex.

XIII. APPROPRIATIONS

Any financial obligation of the State of Minnesota created by this Agreement is contingent upon the availability of funds appropriated by the Minnesota Legislature to the Commissioner of Transportation.

XIV. DISPUTE RESOLUTION

The parties agree that they shall, in good faith, attempt to settle any dispute arising with respect to the terms of this Agreement and/or the day-to-day operations of the Maintenance Facility and Complex. In the event that any dispute cannot be settled by agreement between the parties, said dispute will be submitted to mediation. If mediation fails to resolve the dispute, to such other remedy as a party may have at law.

XV. NOTICE

Whenever notice is required by the terms hereof, it shall be in writing and directed to the members of the Management Committee.

XVI. RELATIONSHIP TO TRUSTEE AND BOND FINANCING

- A. The provisions of this Article shall prevail over any contrary provision or provisions herein.
- B. The parties hereto hereby acknowledge and consent to the fact (1) that a portion of the improvements for the Maintenance Facility will be financed by bonds (including refunding bonds, the "Bonds") issued by the Economic Development Authority of the City of Hibbing, Minnesota (the "EDA") pursuant to an Indenture of Trust (together with any other indenture or resolution securing Bonds, the "Indenture") and (2) that the EDA will secure payment of the Bonds by a pledge of amounts due under the lease from the City (and the sublease from the County) as described in Section XII(D), and by a grant to the Trustee of a mortgage on the leasehold interest granted the EDA by the County and the City and by an assignment of the County's and City's interests in this Agreement.
- C. To induce purchasers to purchase the Bonds from time to time, and in consideration of the use of proceeds from such Bonds for the construction of portions of the Maintenance Facility, the parties hereto expressly acknowledge that any fiduciary under an Indenture (each, a "Trustee") shall be a third party beneficiary of this Agreement, entitled to seek remedies and enforce the performance of the terms hereof as though the Trustee were signatory party hereto.
- D. The parties agree that no change in or modification of this Agreement shall be made without the consent of the Trustee, other than changes which the Trustee determines are not materially prejudicial to holders of Bonds.

- E. All references to the City, the County or an owner of any interest in the Maintenance Facility shall be deemed to include a reference to the Trustee or any other person, so long as the Trustee or such other person has acquired an ownership or leasehold interest through foreclosure of a lien securing the Bonds (or through acceptance of such an interest in lieu of such foreclosure); it being agreed that no consent shall be required from any party for the conveyance of the City's or County's interest in the Maintenance Facility or their rights under this Agreement as a result of such a foreclosure or acceptance, or the use of the Maintenance Facility by the Trustee or such a person in accordance with all applicable laws, ordinances and regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed to be bound thereby.

COUNTY OF ST. LOUIS

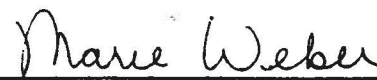
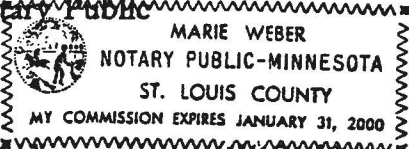
By: 
LIZ PREBICH
Chair, County Board
Date: Jan. 7, 1997

By: 
GORDON D. McFAUL
County Auditor
Date: Jan 7, 1997

Approved as to Form and Execution

By: 
ALAN L. MITCHELL
County Attorney

The foregoing was acknowledged before me this 7th day of Jan, 1997, by Liz Prebich and Gordon D. McFaul, the Chair of the County Board and the County Auditor, of St. Louis County, a municipal corporation under the laws of the State of Minnesota.


Notary Public

This document was drafted by:

St. Louis County Attorney's Office
100 North Fifth Avenue West, #501
Duluth, MN 55802
218-726-2323

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Commissioner

Date: 1-10-97

Approved as to Form and Execution by the
Office of the Attorney General

By: [Signature]
Assistant Attorney General

Date: 1/13/97

The foregoing was acknowledged before me
this 10 day of January, 1997
by Edward H. [Signature]

[Signature]
Notary Public



DEPARTMENT OF ADMINISTRATION

By: [Signature]

Date: 1/14/97

The foregoing was acknowledged before me
this 14 day of January, 1997
by [Signature]



DEPARTMENT OF TRANSPORTATION
BUDGET OFFICE

By: [Signature]

Date: 1-14-97

The foregoing was acknowledged before me
this 14th day of Jan., 1997
by [Signature]

[Signature]
Notary Public

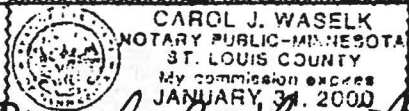


CITY OF HIBBING

By: *Richard Nordvold*
RICHARD NORDVOLD
Mayor

The foregoing was acknowledged before
me this 4th day of Jun, 1997
by Richard Nordvold, Hibbing City Mayor.

Date: 1-6-97

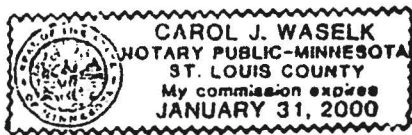


By: *Patrick Garrity*
PATRICK GARRITY
City Clerk

Carol J. Wasek
Notary Public

The foregoing was acknowledged before
me this 6th day of Jan., 1997
by Patrick Garrity, Hibbing City Clerk.

Date: 1-6-97



Carol J. Wasek
Notary Public

1996-569
1-3-97:13/daj/tlk

**Norman B. Livgard
Registered Land Surveyor
3418 Allendale Avenue
Duluth, MN 55803
(218) 724-2133**

November 14, 1996

DESCRIPTION FOR: St. Louis County

DESCRIPTION OF: Portion of Hibbing Fairgrounds Property to be Jointly Owned
(Revised)

DESCRIPTION:

That part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4; thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet to the point of beginning (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence South 47 degrees 27 minutes 15 seconds West a distance of 778.67 feet to the point of intersection with the north-south 1/16th line; thence North 4 degrees 53 minutes 10 seconds West, along said north-south 1/16th line a distance of 615 feet, more or less, to the point of beginning.

AND: That part of the Northeast Quarter of the Northeast Quarter of said Section 18, described as follows:

Beginning at the above designated point of beginning; thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence North 4 degrees 53 minutes 10 seconds West, along a line drawn parallel with and distant 385.00 feet easterly of the west line of said NE1/4-NE1/4 to the centerline of the Spudville Road; thence northwesterly, along said centerline to the west line of said NE1/4-NE1/4; thence South 4 degrees 53 minutes 10 seconds East, along said west line to the point of beginning.

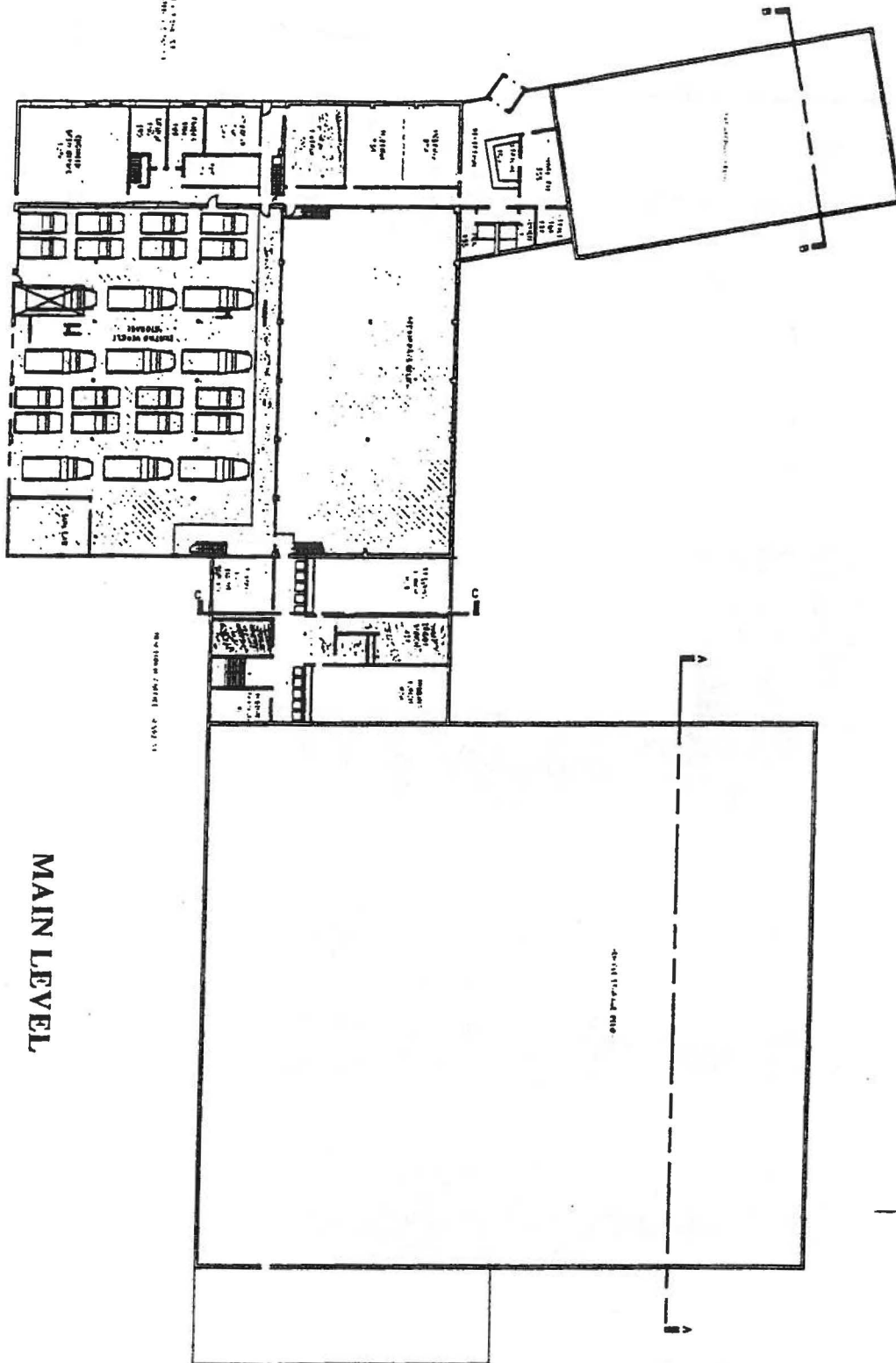
Subject to the existing Spudville Road along the northeasterly line.

AND: That part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 57 North, Range 20 West, St. Louis County, Minnesota, described as follows:

Commencing at the north 1/16th corner of said NE 1/4, thence South 4 degrees 53 minutes 10 seconds East, along the north-south 1/16th line a distance of 650.00 feet (for purposes of this description, the east line of said NE 1/4 bears South 0 degrees 01 minute 35 seconds West); thence North 85 degrees 06 minutes 50 seconds East a distance of 385.00 feet; thence South 63 degrees 53 minutes 10 seconds East a distance of 270.00 feet; thence continuing South 63 degrees 53 minutes 10 seconds East a distance of 30.00 feet; thence South 22 degrees 53 minutes 10 seconds East a distance of 1065.74 feet to the point of intersection with a line that bears South 70 degrees 32 minutes 35 seconds West from the northeast corner of the S 1/2 - NE 1/4; thence South 70 degrees 32 minutes 35 seconds West a distance of 585.91 feet to a point distant 1228.00 feet South 70 degrees 32 minutes 35 seconds West from said northeast corner; thence South 4 degrees 32 minutes 35 seconds West a distance of 258.04 feet; thence North 82 degrees 40 minutes 12 seconds West a distance of 452.89 feet; thence North 64 degrees 57 minutes 38 seconds West a distance of 123.58 feet; thence North 82 degrees 15 minutes 35 seconds West a distance of 244.54 feet; thence North 8 degrees 50 minutes 31 seconds East a distance of 60.52 feet; thence North 82 degrees 35 minutes 59 seconds West a distance of 167.02 feet; thence North 7 degrees 22 minutes 11 seconds East a distance of 132.29 feet; thence North 68 degrees 59 minutes 01 second West a distance of 38.42 feet; thence northwesterly, along a tangential curve having a radius of 75.00 feet, central angle of 22 degrees 15 minutes 31 seconds, chord bearing of North 57 degrees 51 minutes 15 seconds West, a distance of 29.14 feet; thence North 3 degrees 32 minutes 35 seconds East a distance of 218.05 feet; thence North 14 degrees, 36 minutes 42 seconds East a distance of 320.87 feet to the east/west 1/16th line of said NE 1/4; thence South 89 degrees 28 minutes 53 seconds East a distance of 453.31 feet to the point of beginning; thence South 89 degrees 28 minutes 53 seconds West a distance of 453.31 feet to the east/west 1/16th line of said NE 1/4; thence westerly, along said east-west 1/16th line 476 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 169; thence northerly, along said easterly right-of-way line a distance of 1137 feet, more or less, to the south line of the North 175.00 feet of said NW1/4-NE1/4; thence easterly, along said south line a distance of 431.29 feet; thence northerly, to a point on the north line of said Section 18 distant 53.95 feet westerly of the north 1/16th corner of said NE1/4; thence easterly, along said north line a distance of 53.95 feet to said north 1/16 corner; thence South 4 degrees 53 minutes 10 seconds East, along said north-south 1/16 line a distance of 1265 feet, more or less, to the point of intersection with a line that bears North 47 degrees 27 minutes 15 seconds East from the point of beginning; thence South 47 degrees 27 minutes 15 seconds West, along said line a distance of 18 feet, more or less, to the point of beginning.

Subject to the existing sanitary sewer easement to the City of Hibbing as recorded in Document Number 336719.

All three parcels are subject to and are together with any valid easements, reservations or restrictions, if any.



MAIN LEVEL

DRAWN TO THE SCALE OF 1/8" = 1'-0"



ST. LOUIS COUNTY / HIBBING / CITY OF HIBBING Central Range Cooperative Public Works Facility HIBBING, MINNESOTA	Project No. 110-0000 Sheet No. 110-0000 Scale: 1/8" = 1'-0"	Project Name: Central Range Cooperative Public Works Facility Project Location: Hibbing, Minnesota Project Date: 11/10/2010	Project Engineer: [Name] Project Designer: [Name] Project Checker: [Name]	Project Architect: [Name] Project Contractor: [Name] Project Subcontractor: [Name]
	Project Description: [Text]			
	Project Notes: [Text]			
	Project Specifications: [Text]			
	Project Schedule: [Text]			

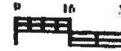
Central Range Cooperative Public Works Facility

Green = shared areas

Red = County

Yellow = City

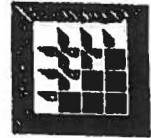
Blue = MN/DOT



DRAWN TO THE SCALE 1/4" = 16' @ 1" = 0"

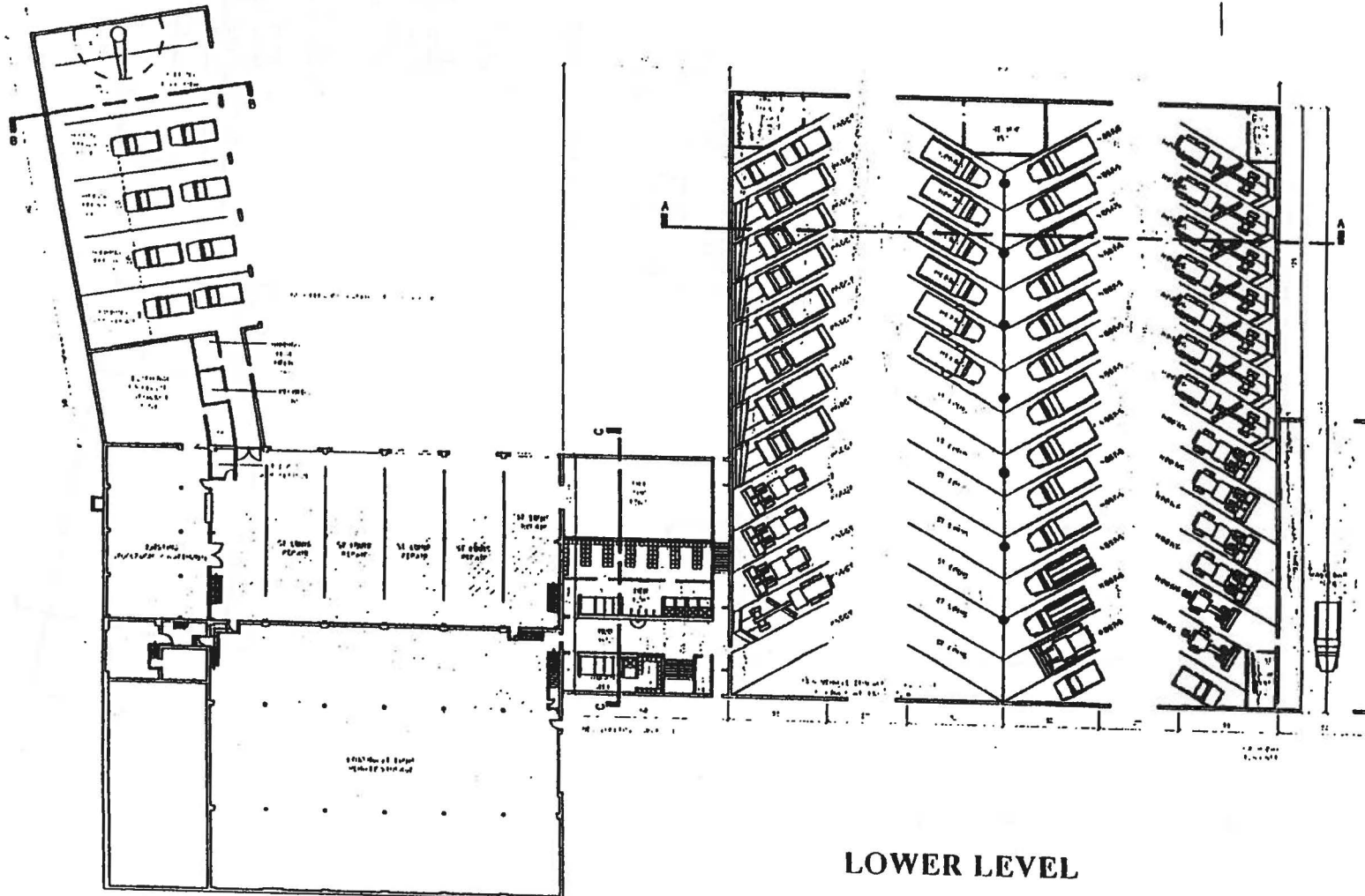


NORTH



Humbert, Scott
Corrigan, Wagner

DATE
SHEET NO.
SHEET TOTAL



LOWER LEVEL

ST. LOUIS COUNTY / MINN. / CITY OF HIBBING	
Central Range Cooperative Public Works Facility	
HIBBING, MINNESOTA	
A1.1	

JOINT MAINTENANCE GARAGE
ARCHITECTURAL/DESIGN AGREEMENT

This Agreement made this 20th day of Feb, 1995, by and between the COUNTY OF ST. LOUIS ("County"), the MINNESOTA DEPARTMENT OF TRANSPORTATION ("MNDOT"), and the CITY OF HIBBING ("City").

WHEREAS, the County owns and operates a public works maintenance facility located at 1425 East 23rd Street, Hibbing, MN 55746; and

WHEREAS, MNDOT is in need of a new maintenance facility in this general geographic location; and

WHEREAS, the City is in need of a new maintenance facility in this general geographic location; and

WHEREAS, the land upon which the County maintenance facility is now located has room for expansion; and

WHEREAS, a joint maintenance facility operated and maintained by the County, MNDOT, and the City would be beneficial for all parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the parties do agree as follows:

1. All parties will mutually contract with a professional architectural/design entity, said entity to be selected by St. Louis County, for preparation of preliminary design and cost estimates for the following additions and improvements at the present site of the St. Louis County maintenance facility.

- A. Remodeling of the existing St. Louis County public works maintenance garage.
- B. The addition of a new two-story maintenance facility intended to be occupied jointly by the County and MNDOT.
- C. The addition of an administrative/office building to be jointly occupied by all parties to the final construction and occupancy agreement.
- D. An additional maintenance building intended to be occupied by the City.

2. The cost of the initial design and cost estimates shall be shared equally by all parties to this agreement. The St. Louis County Auditor shall be the fiscal agent for purposes of billing and disbursements related to this entire agreement.

3. Upon completion of the initial design and cost estimates, each party to this agreement shall have the opportunity to continue with the project to completion and occupancy or to remove itself from any further obligations under this agreement.

4. Upon review of the initial design and cost estimates, and upon acceptance of a final design agreed upon by majority of the signators to this agreement, all parties that want to continue with this joint project shall authorize the architectural/design entity to complete final architectural documents, including, but not limited to, blue prints, construction documents, and detailed cost estimates.

5. The cost of the second phase of the architectural/design process shall be divided among the participating entities in accordance to their pro rata share of the entire project.

6. During the second phase of the architectural/design process, all parties remaining in this project shall work together to prepare a "construction and occupancy" contract with respect to this project that is mutually agreeable and beneficial to all remaining parties.

7. Upon completion of the second phase of the architectural/design process and up to the final acceptance in bids, each party to this agreement shall once again have the opportunity to remove itself from further obligation with respect to this project.

8. MNDOT and the City understand and agree that in connection with this joint project, MNDOT and the City will construct on the property and contiguous to the joint maintenance garage, without cost to St. Louis County, a dome building and pre-wetting facility for the ultimate use of all parties to this agreement.

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

BY:

David J. Egan
Name TRANSPORTATION
Title DISTRICT ENGINEER

CITY OF HIBBING

BY:

Gordon D. McFaul
Name
Title

11/21/1995:yme:5
1995-244

COUNTY OF ST. LOUIS

BY:

Martin Lepak
MARTIN LEPAR, Chair
County Board of Commissioners

BY:

Gordon D. McFaul
GORDON D. McFAUL
County Auditor

APPROVED AS TO FORM & EXECUTION

BY:

Vernon D. Swanum
VERNON D. SWANUM
Assistant County Attorney