



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, May 7, 2025
5:00 PM

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

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

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADDs: CONSENT AGENDA #4, #18, #19, #27, #31, & #37

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Regular Meeting of April 16, 2025
2. Approve the Minutes of the Hibbing City Council Workshop Meeting of April 16, 2025
3. Approve the Minutes of the Special Hibbing City Council Meeting of April 23, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated April 24, 2025, checks #179849-179939 in the amount of \$1,153,184.87 and drafts in the amount of \$375,983.91.
2. Approve Accounts Payable dated May 2, 2025, checks #179940-179992 and drafts in the amount of \$1,891,624.99
3. Approve City Payroll dated April 18, 2025, in the amount of \$640,732.99.
4. Approve City Payroll ending May 2, 2025, in the amount of \$638,254.22
5. Declare one excavator, one concrete breaker, two street sweepers, one welder, a hydraulic shop press, one Cushman, one utility trailer and one turf sweeper as surplus.
6. RESOLUTION #25-05-01 rejecting all the bids for the Carey Lake Campground campground project

7. Authorize the hire of Summer Students for the Library, Recreation Assistant, and Administrative Intern.
8. Authorize the hire of Kody Birmes for Temporary Seasonal Maintenance pending pre-employment contingencies.
9. Authorize the hire of Bruce Slygh for Temporary Seasonal Maintenance pending pre-employment contingencies.
10. Authorize the hire of Jeri Ann Gabardi for the temporary Recreation Coordinator pending pre-employment contingencies.
11. Authorize the hire of Kraig Stolhammer for Temporary Seasonal Maintenance pending pre-employment contingencies.
12. Authorize the hire of Tiffany Sailstad for full-time Patrol Officer pending pre-employment contingencies.
13. Authorize the hire of Jeremiah Ennen for full-time Patrol Officer pending pre-employment contingencies.
14. Authorize the posting of two casual part-time Community Service Officers (CSO).
15. Authorize the hire of Nathan Jager for the full-time Mechanic/Maintenance position effective May 8, 2025.
16. Authorize the posting of one full-time Maintenance position for City Services.
17. Authorize the hire of Jim Braulik for the Temporary Animal Care Attendant pending pre-employment contingencies.
18. Authorize the hire of Drea Madich for the Temporary Animal Care Attendant pending pre-employment contingencies.
19. Authorize the hire of Daemon Juntunen for the Temporary Animal Care Attendant pending pre-employment contingencies.
20. Accept and place on file the March 2025 Hibbing Police Department Activity Report.
21. Approve the Raffle Permit Application Request of Iron Range Boxing to hold their raffle on Saturday, September 6, 2025 at Palmer's Tavern
Raffle Permit # 25-05-01
22. Approve the Raffle Permit Application Request of the Tourist Center Senior Citizens, INC. to hold their raffle at the Tourist Center on Saturday, November 29, 2025
Raffle Permit # 25-05-02
23. Approve the 2025 Taxicab License Application of Hibbing Taxi, Inc. pending approval of Ordinance and insurance
License #25-01

24. Approve the 2025 Taxicab License Application of Roulen Taxi pending approval of Ordinance and insurance
License #25-02
25. Approve the Pawnbroker License Application of T & B Pawn Shop
License #000301
26. Approve the Temporary On-Sale Liquor License for Blessed Sacrament Church for an event in St. Leo's Social Hall on May 16, 2025.
27. Approve the Temporary On-Sale Liquor License of Mike's Pub to dispense alcohol at Maggie Tisdill's and David Cullen's wedding at the Hibbing Memorial Building on Saturday, September 13, 2025
28. Approve the Massage Therapy License request of Melissa Brown of Synergy Health & Healing, 2121 1st Ave. pending licensing requirements
Massage License #001394
29. Approve the 2025 Massage Therapy License of Sabrina Felten, A Heavenly Touch Massage, 1101 East 37th Street, Hibbing
Massage License #001393
30. Approve the 2025 Transient Merchant License Application of Amanda Campbell, Bach Yen Restaurant, 2510 1st Ave
License #001395
31. Approve the 2025 Transient Merchant Application for Gabriele Gonzalez, Gabby's Goodies, to sell baked goods in Hibbing pending licensing requirements
License # 001398
32. Approve the 2025 Sandwich Board Permit Sign for the Bach Yen Restaurant
33. Approve the Special Event Permit Request of Hibbing Parks & Rec to conduct the First Avenue Mile on July 11, 2025, on First Avenue.
34. Approve the Special Event Permit Application Request for the Hibbing Street Dance on Saturday, July 12, 2025
35. Authorize the Mayor to sign a Letter of Support of the Hibbing Public Utilities Commission's application for funding through the Congressionally Directed Spending program
36. Authorize the City Council to attend the ribbon cutting ceremony for the Hull Rust Mineview at 11 a.m. Friday, May 9.
37. Authorize the City Council to attend the Community Open House for the Comprehensive Plan - Land Use Chapter Update from 3 to 5 p.m. Monday, May 19, in the second floor conference room.
38. Set the next Regular City Council Meeting for Wednesday, May 21, 2025, at 5:00 p.m. in the Hibbing City Hall Council Chambers.

39. Set the next Regular City Council Workshop Meeting for Wednesday, May 21, following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chambers.

VII. PUBLIC FORUM:

VIII. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. RESOLUTION NO. 25-05-02 TO APPLY FOR AND ACCEPT FUNDS FROM THE GREATER MINNESOTA HOUSING INFRASTRUCTURE GRANT PROGRAM
- b. Approve the LHB Proposal for Professional Services for Cobb Cook Place Street Design in an amount not to exceed \$200,000.

2. City Engineering Jesse Story

- a. Approve the agreement with BNSF for the rehabilitation of the rail crossing on First Avenue north of Howard Street.
- b. Approve the invoice from HM Cragg for the Lindquist Road lift station generator in the amount of \$26,804.90.
- c. Adopt resolution 25-05-03 for storm sewer work on CSAH 57 (First Avenue) at 42nd Street.

3. City Attorney Andy Borland

- a. ADOPT ORDINANCE NO. 449, 2ND SERIES AMENDING HIBBING CITY CODE CHAPTER 6 ENTITLED "OTHER BUSINESS REGULATION AND LICENSING", BY AMENDING SECTION 6.28 ENTITLED 'TAXICABS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 6.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

4. Building Official Pat Green

- a. Approve a Conditional Use Permit request of the City of Hibbing, 401 East 21st ST. Hibbing, MN 55746 to allow for the construction of a new Public Safety Building, in the R-1, Single Family Residence District, which is permitted only with a Conditional Use Permit.

5. City Administrator Greg Pruszinske

- a. City Administrator's Report

IX. BIDS AND QUOTES:

1. City Engineering Jesse Story

- a. Approve the purchase of catch basin and manhole supplies from Ess Brothers Supply in the amount of \$9,609.00.
- b. Award the bid for 10,000 tons (7,142 yards) of Class 5 in the amount of \$92,857 from Paul Shain & Sons.

2. City Clerk-Deputy Administrator Candie Seppala

- a. Approve the three-year Fireworks Display Agreement between the City of Hibbing and J&M Displays in the amount of \$15,000

X. BOARDS AND COMMISSIONS:

1. Hibbing Public Library Board of Trustees

- a. One three-year term ending 12/31/2028
- b. One three-year term ending 12/31/2028
- c. Completing a two-year term ending 12/31/2027
- d. Completing a two-year term ending 12/31/2027
- e. Completing a one-year term ending 12/31/2026

Applicants:

- Patric Anderson
- Robert Corradi
- Dana Grozdanich
- Sierra Napoli-Thein
- Sam Nerby
- Tim Rasch
- Anastasia Smart

XI. ADJOURNMENT:

XII. CLOSED SESSION:

1. CLOSED SESSION FOR THE PURPOSE TO DEVELOP OR CONSIDER OFFERS OR COUNTEROFFERS FOR THE PURCHASE OR SALE OF REAL OR PERSONAL PROPERTY FOR THE HRA OF PARCEL #140-0290-00619 3900 5th AVENUE WEST - MN STATE STATUTE 13D.05 subd.3c(3)
2. CLOSED SESSION FOR THE PURPOSE TO DEVELOP OR CONSIDER OFFERS OR COUNTEROFFERS FOR THE PURCHASE OR SALE OF REAL OR PERSONAL PROPERTY OF PARCEL #140-0070-01450 - 402 EAST HOWARD STREET - MN STATE STATUTE 13D.05 subd.3c(3)

**THE MINUTES OF THE REGULAR MEETING OF THE
HIBBING CITY COUNCIL
Wednesday April 16, 2025**

TIME AND PLACE: A Regular Meeting of the Hibbing City Council was held on Wednesday, April 16, 2025 in the City Hall Council Chamber.

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 5:00 p.m.

ATTENDANCE: Present at roll call Mayor Pete Hyduke, Councilor James Bayliss, Councilor Justin Fosso, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman, Councilor John Schweiberger and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, City Engineer Jesse Story and Chief of Police Steve Estey.

PLEDGE OF ALLEGIANCE:

ADDs/DELETES:

- **ADD: CONSENT AGENDA #17, #18 & #19**
- **ADD: DEPARTMENT AND COMMITTEE REPORTS #3c**
- **DELETE: DEPARTMENT AND COMMITTEE REPORTS #3a**

APPROVAL OF THE AGENDA:

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

Motion CARRIED

APPROVAL OF MINUTES:

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve the minutes of the Hibbing City Council Meeting of April 2, 2025.

Motion CARRIED

Councilor Schweiberger, supported by Councilor Bayliss, moved to approve the minutes of the Hibbing City Council Workshop Meeting of April 2, 2025.

Motion CARRIED

PUBLIC HEARING:

NOTICE OF PUBLIC HEARING: TO VACATE THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION

Michael Theisen 3206 7th Ave. West, Hibbing, MN 55746 wished to speak during the Public Hearing.

Mayor Hyde asked three times if there was anyone else that wished to speak. There was no one else that wished to speak.

Offer RESOLUTION NO. 25-04-17 VACATING THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to offer RESOLUTION NO. 25-04-17 VACATING THAT PORTION OF 32ND STREET WEST FROM 7TH AVENUE WEST TO 8TH AVENUE WEST, RESPECTIVELY ALL IN FILLMAN SUBDIVISION.

Motion CARRIED

CONSENT AGENDA:

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the Consent Agenda #s 1-22.

Motion CARRIED

1. Approve Accounts Payable checks #179743-179847 and drafts dated April 10, 2025, in the amount of \$963,114.09
2. Approve City Payroll ending April 11, 2025, in the amount of \$621,443.63
3. Approve the cash and investment report for the quarter ended 3/31/2025
4. Approve the Sewer Rate Study
5. Approve the Facility Use Agreement between the City of Hibbing and the Kicks4Fun Soccer Club for the 2025 soccer season
6. Declare a Garage Pressure Washer as surplus
7. Declare Cat 936 wheel loader as surplus
8. Approve the updated Accounting Clerk job description
9. Authorize the creation and posting of one full-time Accounting Clerk

10. Authorize the hire of the Summer Students for City Services, Cemetery, and Public Works
11. Approve the advancement of Jack Maddy to Sergeant II with the Hibbing Police Department effective April 17, 2025
12. Approve out of state travel to Chehalis, Wash., for Brian Warner of the Fire Department from April 28-May 1 for final inspection and sign off on a new ambulance
13. Approve the Peddler or Transient Merchant License Request of Caylee Doyle doing business as Twisted Sisters Pretzel Co./Hill-Doyle Enterprises
14. Approve the Raffle Permit Application Request of Hibbing Public Access Television to conduct Bingo on May 1, 8, 15 & 22 at the Hibbing Elk Club
15. Approve the Special Events Permit Application of the Hibbing Kiwanis Club to host its annual Pancake Feed on April 23, 2025, in the Memorial Building dining room
16. Approve the Special Events Permit Request of Hibbing Police Department to host Kids, Cops and Cars on May 13, 2025, at the Memorial Building
17. Approve the Raffle Permit of PEO Chapter DE to have a raffle on Tuesday, May 6, 2025 at St. James Episcopal Church
18. Authorize the Mayor to sign the City of Hibbing's letter of support for the Hibbing Historical Society's request of up to \$7,500 towards digitizing the Hibbing Daily Newspaper
19. Approve the 2025 Transient Merchant License of Trent Janezich of the Ice Cream Truck to sell Ice Cream Products in Hibbing
20. Set a Special Hibbing City Council Meeting for Wednesday, April 23, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber for the purpose of approving Accounts Payable, Public Safety Bid Packages, and Licenses & Permits
21. Set the next Regular Hibbing City Council Meeting for Wednesday, May 7, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
22. Set the next Hibbing City Council Workshop for Wednesday, May 7, 2025 following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

PUBLIC FORUM:**DEPARTMENT AND COMMITTEE REPORTS:**

Offer RESOLUTION NO. 25-04-18 REQUESTING FREE CONVEYANCE OF TAX-FORFEITED PARCES FOR PUBLIC REIGHT-OF-WAY

Councilor Bayliss, supported by Councilor Fosso, moved to offer RESOLUTION NO. 25-04-18 REQUESTING FREE CONVEYANCE OF TAX-FORFEITED PARCES FOR PUBLIC REIGHT-OF-WAY.

Discussion: Mayor Hyduke asked what the timeline would be if this is approved; Community Development Director Betsy Olivanti stated if approved by the Council it will go to the St. Louis County Board for approval and then to Recording.

Motion CARRIED

Approve a Subdivision Plat Exemption request of Hugh Hardy in the I-2, General Industry District

Councilor Whitney, supported by Councilor Fosso, moved to approve a Subdivision Plat Exemption request of Hugh Hardy in the I-2, General Industry District.

Motion CARRIED

OFFER ORDINANCE NO. 451, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 6 ENTITLED "OTHER BUSINESS REGULATION AND LICENSING" BY ADDING A SECTION 6.45 ENTITLED "TRANSPORTATION NETWORK COMPANY" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 6.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilor Schweiberger, supported by Councilor Bayliss, moved to OFFER ORDINANCE NO. 451, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 6 ENTITLED "OTHER BUSINESS REGULATION AND LICENSING" BY ADDING A SECTION 6.45 ENTITLED "TRANSPORTATION NETWORK COMPANY" AND ADOPTING BY REFERENCE HIBBING CITY CODE CHAPTER 1 AND SECTION 6.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Motion CARRIED

OFFER ORDINANCE NO. 450, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED 'DEFINITIONS'; AND BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, moved to OFFER ORDINANCE NO. 450, 2ND SERIES AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED 'DEFINITIONS'; AND BY

ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

Motion CARRIED

BIDS AND QUOTES:

Award the 2025 City Striping Project to Sir-Lines-A-Lot in the amount of \$28,261.55

Councilor Schweiberger, supported by Councilor Bayliss, moved to award the City Striping Project to Sir-Lines-A-Lot in the amount of \$28,261.55.

Motion CARRIED

Approve the proposal from Braun Intertec for materials testing on our 2025 State Aid Project in the amount of \$35,952.50

Councilor Fosso, supported by Councilor Hoffman Saccoman, moved to approve the proposal from Braun Intertec for materials testing on our 2025 State Aid Project in the amount of \$35,952.50.

Discussion: Mayor Hyduke asked what the cost is of the 23rd St. project; City Engineer Jesse Story stated that with Hibbing Public Utilities it is right around \$3.6M.

Motion CARRIED

Approve the quote for 36 new culverts to be used to replace damaged culverts and for new driveways and roads to L&L Rentals, Inc., in the amount of \$38,031.06

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the quote for 36 new culverts to be used to replace damaged culverts and for new driveways and roads to L&L Rentals, Inc., in the amount of \$38,031.06.

Motion CARRIED

Approve the quote for 200 300-gallon refuse containers to Snyder Refuse in the amount of \$83,950

Councilor Schweiberger, supported by Councilor Whitney, moved to approve the quote for 200 300-gallon refuse containers to Snyder Refuse in the amount of \$83,950.

Motion CARRIED

Approve the quote for Felling FT-24 equipment trailer to RMS in the amount of \$26,284.48

Councilor Fosso, supported by Councilor Hoffman Saccoman, moved to approve the quote for Felling FT-24 equipment trailer to RMS in the amount of \$26,284.48.

Discussion: Mayor Hyduke asked if the surplus that they are selling will cover this purchase; City Engineer Story stated that yes it will more than cover this purchase.

Motion CARRIED

BOARDS & COMMISSIONS:

- **Heritage Preservation Commission:**
 - One vacancy completing a three-year term ending 12/31/2028 for a Hibbing resident
 - One vacancy completing a two-year term ending 12/31/2027 for a Hibbing resident
 - One vacancy completing a one-year term ending 12/31/2026 for a Hibbing resident
- **Applicants:**
 - Brandy Maki
 - Vince Nelson
 - Patricia Sterle

Councilor Hoffman Saccoman, supported by Councilor Fosso, nominated Patricia Sterle for the term ending December 31, 2028. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2028.

A Roll Call Vote was taken for Patricia Sterle's nomination:

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

Patricia Sterle was appointed to the term ending December 31, 2028.

Councilor Bayliss, supported by Councilor Whitney, nominated Vince Nelson for the term ending December 31, 2027. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2027.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

Vince Nelson was appointed to the term ending December 31, 2027.

Councilor Whitney, supported by Councilor Fosso, nominated Brandy Maki for the term ending December 31, 2026. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2026.

Motion CARRIED

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Brandy Maki was appointed to the term ending December 31, 2026.

- **Human Rights Commission:**
 - One vacancy completing a three-year term ending 12/31/2028 for a Hibbing resident
 - One vacancy completing a two-year term ending 12/31/2027 for a Hibbing resident
 - One vacancy completing a one-year term ending 12/31/2026 for a Hibbing resident effective
- **Applicants:**
 - Dana Grozdanich
 - Candace Jensen
 - Tenelle Kampsula
 - Jeff McNickle
 - Stacie Steinberg

Councilor Hoffman Saccoman, supported by Councilor Schweiberger, nominated Dana Grozdanich for the term ending December 31, 2028. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2028.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

Dana Grozdanich was appointed to the term ending December 31, 2028.

Councilor Whitney, supported by Councilor Hoffman Saccoman, nominated Stacie Steinberg for the term ending December 31, 2027. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2027.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

Stacie Steinberg was appointed to the term ending December 31, 2027.

Councilor Bayliss, supported by Councilor Fosso, nominated Candace Jensen for the term ending December 31, 2026. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2026.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

Candace Jensen was appointed to the term ending December 31, 2026.

- **Fire Fighter Civil Service Commission:**
 - One vacancy completing a three-year term ending 12/31/2028 for a Hibbing resident
 - One vacancy completing a three-year term ending 12/31/2027 for a Hibbing resident
- **Applicants:**
 - K. Michael Fredeen
 - John Marinac

Councilor Bayliss, supported by Councilor Fosso, nominated K. Michael Fredeen for the term ending December 31, 2028. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2028.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

K. Michael Fredeen was appointed to the term ending December 31, 2028.

Councilor Schweiberger, supported by Councilor Hoffman Saccoman, nominated John Marinac for the term ending December 31, 2027. Mayor Hyduke asked three times if there were any other nominations for the term ending December 31, 2027.

Councilor Bayliss votes: yes
Councilor Hildenbrand votes: yes
Councilor Hoffman Saccoman votes: yes
Councilor Whitney votes: yes
Councilor Fosso votes: yes
Councilor Schweiberger votes: yes
Mayor Hyduke votes: yes

Motion CARRIED

John Marinac was appointed to the term ending December 31, 2027.

Mayor Hyduke thanked everyone who applied to all Boards and Commissions. City Clerk-Deputy Administrator Candie Seppala stated that interviews for the Library Board are scheduled for next week and they will be on the next Council Meeting.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:58 p.m. by Councilor Bayliss and supported by Councilor Whitney.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, City Clerk-Deputy Administrator

THE MINUTES OF THE HIBBING CITY COUNCIL WORKSHOP MEETING
Wednesday April 16, 2025

TIME AND PLACE: A Hibbing City Council Workshop Meeting was held on Wednesday, April 16, 2025 in the City Hall Council Chamber

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 6:10 p.m.

ATTENDANCE: Present at roll call Mayor Pete Hyduke, Councilor James Bayliss, Councilor Justin Fosso, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman, Councilor John Schweiberger and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, City Engineer Jesse Story and Chief of Police Steve Estey.

DISCUSSIONS TO INCLUDE:

Hibbing Public Safety Building / Public Works Building Update

DISCUSSION: City Administrator Greg Pruszinske and City Engineer Jesse Story went over and spoke about the Joint Powers Agreement Contract Amendment #1, Memo and Condition of Sale and Plat Exemption, and Building Official Pat Green spoke briefly about the Conditional Use Permit. Patrick Sims with Adolfson & Peterson Construction and City Administrator Pruszinske went over and spoke about the Public Safety Building forecast, construction, soft costs and deferred maintenance and schedule of events calendar. Treasurer-Finance Director Sheena Mulner went over and spoke about the funding sources and uses spreadsheet. There was some discussion between Councilors and Staff regarding these topics.

Mid-Range Sportsmen's Club Agreement

DISCUSSION: City Services Director Nick Arola spoke about updating the User Agreement with the Mid-Range Sportsmen's Club. There was some discussion between Councilors and Staff regarding this topic.

Other Additional Issues/Concerns for discussion:

- **Compensation for Boards & Commissions**

DISCUSSION: City Administrator Pruszinske and Human Resources Director Angela Kleffman spoke about compensation for Boards & Commissions.. There was some discussion between Councilors and Staff regarding this topic.

- **Local Board of Review**

DISCUSSION: City Clerk-Deputy Administrator Candie Seppala asked the Council who would be available for the Local Board of Review on May 13, 2025 from 1-2pm.

- **Vehicle Break-ins/Theft**

DISCUSSION: Councilor Bayliss asked if the Hibbing Police Department is out patrolling and trying to curb this; Chief of Police Steve Estey stated yes, they have made some arrests.

- **Minutes**

DISCUSSION: Councilor Whitney spoke about an email that he received regarding Minutes not being published; City Clerk-Deputy Administrator Seppala stated that there was some confusion as to how the Minutes were being posted, but she believes that has all been worked out now.

ADJOURNMENT: Mayor Pete Hyduke adjourned the meeting at 7:03 p.m.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

**THE MINUTES OF THE SPECIAL MEETING OF THE
HIBBING CITY COUNCIL
Wednesday April 23, 2025**

TIME AND PLACE: A Special Meeting of the Hibbing City Council was held on Wednesday, April 23, 2025 in the City Hall Council Chamber.

CALL TO ORDER: Mayor Pete Hyduke called the meeting to order at 5:00 p.m.

ATTENDANCE: Present at roll call Mayor Pete Hyduke, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman, Councilor John Schweiberger and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, City Attorney Andy Borland and City Engineer Jesse Story. Councilor James Bayliss, Councilor Justin Fosso, Treasurer-Finance Director Sheena Mulner, and Chief of Police Steve Estey were absent.

PLEDGE OF ALLEGIANCE:

APPROVAL OF THE AGENDA:

Councilor Schweiberger, supported by Councilor Hoffman Saccoman, moved to approve the Agenda.

Motion CARRIED

CONSENT AGENDA:

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

Motion CARRIED

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

DEPARTMENT AND COMMITTEE REPORTS:

Offer RESOLUTION NO. 25-04-21 APPROVING THE MEMORANDUM AND CONDITION OF SALE FOR THE PUBLIC WORKS FACILITY AS THE NOW PUBLIC SAFETY BUILDING

Councilor Whitney, supported by Councilor Schweiberger, moved to offer RESOLUTION NO. 25-04-21 APPROVING THE MEMORANDUM AND CONDITION OF SALE FOR THE PUBLIC WORKS FACILITY AS THE NOW PUBLIC SAFETY BUILDING.

Discussion: Councilor Hoffman Saccoman stated that this topic has been discussed in detail in previous workshops; City Administrator Greg Pruszinske agreed with Councilor Hoffman

Saccoman stating the last time this was this was discussed with the City Council was 2 weeks ago and a lot off time has been spent on this internally while also reporting to the City Council several times.

Motion CARRIED

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

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

Motion CARRIED

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

Councilor Hildenbrand, supported by Councilor Schweiberger, moved to offer RESOLUTION NO. 25-04-20 APPROVING AND AUTHORIZING EXECUTION OF STATE OF MINNESOTA - JOINT POWERS CONTRACT AMENDMENT #1.

Discussion: Mayor Hyduke stated that the County is about 2 years out from their new facility, similar to the City, and they have been very accommodating to work with and he thanked them for that; City Administrator Pruszinske agreed.

Motion CARRIED

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:12 p.m. by Councilor Schweiberger and supported by Councilor Hildenbrand.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'ALLSTATE'; I-ALLSTATE 4/14/25	';'REFUND'	R	4/24/2025		1,465.60CR	179849	1,465.60
1	'LUCILLE RADOVICH'; I-LUCILLE RADOVICH	';'REFND'	R	4/24/2025		25.00CR	179850	25.00
1	'PHYSICIANS LIFE INS'; I-PHYSICIANS LIFE IN	';'REF'	R	4/24/2025		144.80CR	179851	144.80
000490	A-1 REFRIGERATION, INC I-31076	ICE MACH FILTER/MB	R	4/24/2025		597.00CR	179852	597.00
000658	AIRGAS USA, LLC I-5515028485 I-5515028552 I-5515028566 I-9500900182	ACETYLENE/ARGON/HELIUM/OXYG OXYGEN ARGON/ACETYLENE/OXYGEN ARGON/OXYGEN	R R R R	4/24/2025 4/24/2025 4/24/2025 4/24/2025		684.24CR 56.62CR 152.03CR 3,313.87CR	179853 179853 179853 179853	4,206.76
001095	ARROWHEAD REG FIREFIGHTER I-2025 DUES	2025 MEMBERSHIP DUES	R	4/24/2025		75.00CR	179854	75.00
005605	ASCENDANCE TRUCKS CENTRAL, LLC I-XAI78000225:01 I-XAI78003268:01	DUCT ASSY TURBO INLET AIR DRYER	R R	4/24/2025 4/24/2025		119.56CR 327.74CR	179855 179855	447.30
001744	BARR ENGINEERING 2 I-23692753.01-6 I-23692753.01-7	PROJECT GREENWOOD/IRRRB PROJECT GREENWOOD/IRRRB	R R	4/24/2025 4/24/2025		7,834.62CR 563.00CR	179856 179856	8,397.62
003868	BCA - CRIMINAL JUSTICE TRAINING & EDUCATION I-40774	BCA/RABBIT HOLE/OSINT/R SHIEK	R	4/24/2025		300.00CR	179857	300.00
005575	BGM, LLC (MIKE'S PUB) I-04/21/25	HEDA LOAN DRAW #10	R	4/24/2025		4,318.80CR	179858	4,318.80
000360	BOB HECIMOVICH MECHANICAL CONTRACTING INC I-4477 I-4479	55 GAL DRUM DOWFROST HD GLYC ZAMBONI LINE/CLEAN COIL/GASKET	R R	4/24/2025 4/24/2025		877.91CR 791.86CR	179859 179859	1,669.77
002495	BOUND TREE MEDICAL I-85725918 I-85734294	CARDIAC SCIENCE AED BATTERY LITHIUM	R R	4/24/2025 4/24/2025		411.96CR 453.83CR	179860 179860	865.79

4/24/25
Cancel check 179849 - 179939

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000136	BRAUN INTERTEC CORP I-B424228 I-B424230 I-B424870	PROF SVCS 4/4/25 AMGS BLDG PROF SVCS 4/4/25-2024 PAV PROJ SITE ASSESSMENT/CCH/4/11/25	R R R	4/24/2025 4/24/2025 4/24/2025		3,485.00CR 500.00CR 16,763.00CR	179861 179861 179861	20,748.00
000046	CARQUEST AUTO PARTS C-5077-208861 I-5077-208798 I-5077-208811 I-5077-208835 I-5077-208837 I-5077-208838 I-5077-208845 I-5077-208860 I-5077-208893 I-5077-208935 I-5077-208945 I-5077-208962	DISK BRK CALIP/CORE RTN 208835 BRK PAD FRONTLINE PAINTED ROTOR BRK PADS/PAINTED ROTOR/CALIPER CONV OIL/FILTER/SEPARATOR AIR 1 EA COBLU OIL FILTER/FUEL/AIR FILTER CIG LIGHTER AUX WHITE LUBE OIL SEAL/BRAKE KIT/DRUM TIE ROD ENDS/SWAY BAR BLK POLY TRK FLAP	R R R R R R R R R R R R	4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025		60.00 60.01CR 311.06CR 333.69CR 122.07CR 14.51CR 124.96CR 8.99CR 4.99CR 595.90CR 251.42CR 30.66CR	179862 179862 179862 179862 179862 179862 179862 179862 179862 179862 179862 179862	1,798.26
003604	CENTURY LINK I-6315 APR 25	ACT 218-263-6315 APR 25	R	4/24/2025		156.61CR	179863	156.61
000101	CLAREY'S SAFETY EQUIPMENT I-216662	FLOW CHECKS/AIR/RIT/PAKS	R	4/24/2025		2,265.00CR	179864	2,265.00
002823	COAST TO COAST SOLUTIONS I-IVC0116245 I-IVC0116329	TATTOOS K-9 COLORING TOTES	R R	4/24/2025 4/24/2025		150.47CR 232.00CR	179865 179865	382.47
002755	COMO OIL & PROPANE I-1517149732	506.40 PROPANE	R	4/24/2025		1,151.71CR	179866	1,151.71
005076	COMPUDYNE, INC. (LEASE) I-39020940 I-39020941 I-39032099 I-39046065	MAY 25 ZBOOK MOBILE/FD MAY 25 CONS ACCT MAY 25 TBOOKS/AMB MAY 25 PROD400 G7 LEASE/LIBR	R R R R	4/24/2025 4/24/2025 4/24/2025 4/24/2025		249.95CR 2,089.67CR 725.59CR 1,108.80CR	179867 179867 179867 179867	4,174.01
002998	CREATIVE PRODUCT SOURCING, INC DARE I-162377	PENCILS/T-SHIRTS/GRAD/BALLS	R	4/24/2025		5,665.28CR	179868	5,665.28
005211	CTC I-21559560	INTERNET/PHONES 4/12-5/11/25	R	4/24/2025		5,187.24CR	179869	5,187.24

PACKET: 03874 Regular Payments 04/24/25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003937	CULLIGAN OF NORTHEAST I-425X02143002	MN-VIRGINIA BOTTLED WATER DELIVERED	R	4/24/2025		104.25CR	179870	104.25
002706	DOMINOS PIZZA I-04/11/25	PIZZAS	R	4/24/2025		93.34CR	179871	93.34
000456	DSC COMMUNICATIONS I-2503827	ANTENNA/CABLE/JUMPERS	R	4/24/2025		830.60CR	179872	830.60
000510	ECOLAB PEST ELIMINATION INC I-7925589 I-7925592 I-7925593	QTR 2 2025 ROACH/RODENT MB APR 25 ROACH/RODENT BUS MUSEUM QTR 2 2025 RODENT/FD ST2	R R R	4/24/2025 4/24/2025 4/24/2025		203.37CR 171.20CR 124.99CR	179873 179873 179873	499.56
005644	EJ EQUIPMENT, INC. I-P01196	BELT ASSY/SPRINGS	R	4/24/2025		966.72CR	179874	966.72
000233	ELECTRIC PUMP INC I-030638	FLYGT 480 V CONCERTOR PUMP	R	4/24/2025		20,101.72CR	179875	20,101.72
004032	EMPIRE INVESTIGATION I-1230	PROTECTIVE SVCS INC BACKGROUND INVESTIGATIONS	R	4/24/2025		6,012.50CR	179876	6,012.50
005532	EMS MANAGEMENT & CONSULTANTS, INC I-EMS-014469	MAR 25 EMS FEE	R	4/24/2025		7,389.80CR	179877	7,389.80
000848	EXCEL BUSINESS SYSTEMS I-78975 I-78976 I-78977 I-78978 I-78979 I-78980	PD CLKS/LEASE APR 25 ADM/3RD FLR CLKS/LEASE APR25 BLDG & HSG CLKS/LEASE APR 25 MEM BLDG CLKS/LEASE APR 25 LIBR CLKS/LEASE APR 25 FD CLKS/LEASE APR 25	R R R R R R	4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025 4/24/2025		301.67CR 290.60CR 149.45CR 276.22CR 196.39CR 117.98CR	179878 179878 179878 179878 179878 179878	1,332.31
005225	FAIRVIEW RRHS I-HFD03-2025	RRHS MCKESSON MAR 25	R	4/24/2025		47.20CR	179879	47.20
002347	FASTENAL INDUSTRIAL & I-MNHIB128173 I-MNHIB128177 I-MNHIB128273	CONSTRUCTION SUPPLIES HCS 1/4 /DRFLN ANCHOR CONICAL 45GAL YLW MANUAL CBINET	R R R	4/24/2025 4/24/2025 4/24/2025		30.54CR 3.06CR 2,071.76CR	179880 179880 179880	2,105.36

PACKET: 03874 Regular Payments 04/24/25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001626	FRED FAUST I-875626	10 TON JACK STAND SETS	R	4/24/2025		1,168.70CR	179881	1,168.70
002922	FIRE SAFETY USA, INC I-195839	CET SKID UNIT/BRUSH TRUCK PUMP	R	4/24/2025		23,200.00CR	179882	23,200.00
003080	FLAHERTY & HOOD, PA I-22985	LABOR/EMPL/CONS SVCS MAR 25	R	4/24/2025		300.00CR	179883	300.00
000026	FORD OF HIBBING I-191496	CK BRAKE SYSTEM/H13	R	4/24/2025		447.38CR	179884	447.38
004938	FREDERICK, MICHAEL I-390475	DAYNE/29 AGAIN	R	4/24/2025		50.00CR	179885	50.00
000535	HART ELECTRIC OF NORTHERN MINNESOTA INC. I-470612 I-470613 I-470614 I-470615	RIVERCREEK STREET LIGHT REPAIR HOOK UP SENSOR/WWTP REPLACE BREAKER/LIBRARY CONCES STD OUTLET/GOAL/MB	R R R R	4/24/2025 4/24/2025 4/24/2025 4/24/2025		1,353.38CR 375.00CR 177.75CR 638.55CR	179886 179886 179886 179886	2,544.68
000309	HAWKINS INC I-7037925	ALUM SULF LIQUID	R	4/24/2025		8,464.01CR	179887	8,464.01
005269	HM CRAGG I-CD99002025	35KW GENERATOR	R	4/24/2025		26,804.90CR	179888	26,804.90
000488	IMPERIALDADE (FRMLY DALCO) I-4363844 I-4365883 I-4366943	VACUUM/MOPPING SYSTEM/CLNR CAN LINERS WYPALL WIPES	R R R	4/24/2025 4/24/2025 4/24/2025		1,911.11CR 75.74CR 147.52CR	179889 179889 179889	2,134.37
005009	INGRAM LIBRARY SERVICES I-63163792 I-67805562	BOOKS/COVERS/JACKETS BOOKS/COVERS/LABELS	R R	4/24/2025 4/24/2025		218.89CR 24.46CR	179890 179890	243.35
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN4817048 I-IN4817250	DUSTER CUSTOM NAME PLATES	R R	4/24/2025 4/24/2025		11.43CR 93.76CR	179891 179891	105.19
005407	IRON RANGE CARPET CLEANING I-32725	STEAM CLN CLUB HSE CARPET	R	4/24/2025		456.00CR	179892	456.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000893	LAKE COUNTRY POWER							
	I-0900 APR 25	ACT 2330900 APR 25	R	4/24/2025		12.00CR	179901	
	I-1000 APR 25	ACT 2331000 APR 25	R	4/24/2025		249.00CR	179901	
	I-1900 APR 25	ACT 4081900 APR 25	R	4/24/2025		61.00CR	179901	
	I-3600 APR 25	ACT 8704803600 APR 25	R	4/24/2025		12.00CR	179901	
	I-5101 APR 25	ACT 141665101 APR 25	R	4/24/2025		69.00CR	179901	
	I-5201 APR 25	ACT 143315201 APR 25	R	4/24/2025		50.29CR	179901	
	I-7900 APR 25	ACT 2207900 APR 25	R	4/24/2025		18,302.00CR	179901	18,755.29
005208	LAKE SUPERIOR CUTTING EDGE							
	I-INV-220400749	ZAMBONI BLADE	R	4/24/2025		300.00CR	179902	300.00
005445	LIFE-ASSIST, INC							
	I-1552407	LANCET/SHARPS CONT/IV SET	R	4/24/2025		653.50CR	179903	
	I-1552408	CRICOTHYROTOMY DEVICE/WATER	R	4/24/2025		935.44CR	179903	
	I-1587218	ATROPINE SULFATE	R	4/24/2025		575.65CR	179903	
	I-1591019	AIRWAY/CALCIUM GLUCONATE/EPIPE	R	4/24/2025		1,194.12CR	179903	3,358.71
005359	LIFEMED SAFETY, INC.							
	I-INV250473	PROTEK CALIBR/PREVEN MNT/PUMP	R	4/24/2025		653.84CR	179904	653.84
002751	LOWES HOME CENTERS, INC							
	I-9900569174 MAR25	ACT 9900569174 MAR 25	R	4/24/2025		1,177.66CR	179905	1,177.66
000246	MACQUEEN EQUIPMENT INC							
	I-P63972	REAPER 1"	R	4/24/2025		2,043.18CR	179906	
	I-P64067	ELGIN GAYLORD 21	R	4/24/2025		2,729.67CR	179906	
	I-P64199	RUBBE DRAG SHOE/RENTAL SWEEP	R	4/24/2025		456.62CR	179906	
	I-P64252	RUBBE DRAG SHOE/RENTAL SWEEPER	R	4/24/2025		462.30CR	179906	
	I-R03689	ELGIN BROOM BEAR/SEASON RENT	R	4/24/2025		14,500.00CR	179906	
	I-W15917	PRESSURE LEAK/CRAWLER	R	4/24/2025		2,139.32CR	179906	
	I-W16031	RCX90 CAMERA/PRESSURE LEAK	R	4/24/2025		8,886.07CR	179906	31,217.16
002867	MEDIACOM LLC							
	I-3244 APR 25	ACT 8384923250093244 APR 25	R	4/24/2025		337.47CR	179907	337.47
003173	MN FIRE SERVICE CERTIFICATION BOARD							
	I-13708	INSTR 1 EXAM/J MATVEY	R	4/24/2025		131.00CR	179908	
	I-13734	OFFICER 1 EXAMS/FD	R	4/24/2025		655.00CR	179908	786.00
003965	MN STATE COMMUNITY & TECH. COLLEGE							
	I-04/02/05 M RICE	MOORHEAD FIRE SCH/MATT RICE	R	4/24/2025		160.00CR	179909	160.00

4/24/2025 2:25 PM A / P CHECK REGISTER PAGE: 7
 PACKET: 03874 Regular Payments 04/24/25
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005726	MORGAN OLSON I-100	SITE VISIT/OJIBWAY TECH ASSIST	R	4/24/2025		500.00CR	179910	500.00
000570	MTI DISTRIBUTING I-1468441-00 I-1468644-00	SPRING-TRACTION SPINDLE/WHEEL SWIVEL	R R	4/24/2025 4/24/2025		42.21CR 105.94CR	179911 179911	148.15
002710	NAPA SUPPLY OF HIBBING I-497938	OIL FILTER/AIR FILTERS/OIL/CLN	R	4/24/2025		207.79CR	179912	207.79
005728	NOR-TECH PROPERTIES I-04/24/25	5/1/25 INSTALLMENT C/D	R	4/24/2025		150,000.00CR	179913	150,000.00
000415	NORTH COUNTRY GM (FORMERLY RANGER CHEV.) I-230297 I-230552	PROGRAM OUT ENG TIMEOUT/23 WIRING ISSUE/W/KEYS/24 CHEVY	R R	4/24/2025 4/24/2025		172.78CR 302.40CR	179914 179914	475.18
002935	O'REILLY AUTO PARTS I-1824-180027 I-1824-180049	FUEL FILTER OIL FILTERS/OIL/COPPER PLUG	R R	4/24/2025 4/24/2025		5.93CR 148.31CR	179915 179915	154.24
000748	OVERHEAD DOOR CO HIBBING I-55301	DOOR REPAIR/EMS/AMB	R	4/24/2025		1,020.50CR	179916	1,020.50
005722	PARADIGM MANAGEMENT SERVICES, LLC I-2035054 I-2039344 I-2042124	TRIAGE SVCS 3/5/25/508365 TRIAGE SVCS 3/13/25/510077 TRIAGE SVCS 3/16/25/510486	R R R	4/24/2025 4/24/2025 4/24/2025		123.00CR 106.60CR 114.80CR	179917 179917 179917	344.40
005680	PERKINS & WILL, INC. I-0214698	HGB REDEV PROF SVCS 2/28/25	R	4/24/2025		8,647.69CR	179918	8,647.69
001235	POWERPLAN OIB (FORMERLY NORTRAX) I-2489710	SCREW/HOSE/NUT/GASKET/SHIM	R	4/24/2025		1,391.13CR	179919	1,391.13
000206	PUBLIC UTILITIES COMM I-3/1/25-3/31/25	3/1/25-3/31/25 UTILITIES PMT	R	4/24/2025		81,513.40CR	179920	81,513.40
003949	QUADIENT LEASING USA, INC. (MAIL FINANCE -NEOPOST) I-Q1813261	LEASE PMT 5/9/25-8/8/25	R	4/24/2025		586.80CR	179921	586.80
000559	QUILL CORPORATION I-43453643 I-43678136 I-43681255	CENTON DATASTICK TAPE/IBUPROFEN/ACETAMINOPHEN FOAM CUPS/WHT PAPER	R R R	4/24/2025 4/24/2025 4/24/2025		59.98CR 153.56CR 149.97CR	179922 179922 179922	363.51

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000077	RADKO IRON & SUPPLY INC							
	C-23242/1	CR/RTN TIRE WHL ASSY	R	4/24/2025		649.98	179923	
	I-23003/1	UNIV ABSORB MAT ROLL/BLADES	R	4/24/2025		39.98CR	179923	
	I-23105/1	HEX IMPACT SOCKETS	R	4/24/2025		69.98CR	179923	
	I-23140/1	ANGLE PER FT	R	4/24/2025		17.32CR	179923	
	I-23206/1	ALUM SPEC CAM GR/HEX BUSHING	R	4/24/2025		27.98CR	179923	
	I-23218/1	TIRE WHL ASSY	R	4/24/2025		649.98CR	179923	155.26
005721	RANDOLPH TEBOE							
	I-1528	SITE VISIT/OJIBWAY TECH ASSIST	R	4/24/2025		500.00CR	179924	500.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D071996	INFLUENT & EFFLUENT 3/25/25	R	4/24/2025		102.41CR	179925	
	I-D072032	LOW LEVEL MERC 3/26/25	R	4/24/2025		436.39CR	179925	
	I-D072044	INFLUENT & EFFLUENT 3/26/25	R	4/24/2025		132.51CR	179925	
	I-D072087	INFLUENT & EFFLUENT 3/27/25	R	4/24/2025		102.41CR	179925	
	I-D072186	INFLUENT & EFFLUENT 4/1/25	R	4/24/2025		326.88CR	179925	
	I-D072191	LOW LEVEL MERC 4/1/25	R	4/24/2025		436.39CR	179925	
	I-D072230	INFLUENT & EFFLUENT 4/2/25	R	4/24/2025		118.09CR	179925	
	I-D072257	INFLUENT & EFFLUENT 4/3/25	R	4/24/2025		118.09CR	179925	
	I-D072372	INFLUENT & EFFLUENT 4/8/25	R	4/24/2025		148.18CR	179925	1,921.35
000135	ROAD MACHINERY SUPPLIES							
	I-E0159605	WALK N ROLL PACKER/HD LIFT ASY	R	4/24/2025		42,640.00CR	179926	42,640.00
004131	SHRED-N-GO, INC.							
	I-181419	SHED SVCS THRU 4/7/25/LIBRARY	R	4/24/2025		83.93CR	179927	83.93
005725	SPLASH XPRESS CARSH WASH - HIBBING							
	I-00102	GOLD UNLIMITED PLAN MAR 25	R	4/24/2025		163.20CR	179928	163.20
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING							
	I-296668	MAR 2025 FUEL	R	4/24/2025		26,345.08CR	179929	26,345.08
001683	STRYKER MEDICAL							
	I-9206064476	REPAIR POWER PRO XT/GAS CYL	R	4/24/2025		163.00CR	179930	
	I-9206064477	REPAIR POWER LOAD/TRIGGER	R	4/24/2025		815.38CR	179930	
	I-9206541829	REPAIR MTS PWR LOAD/GRIP/ARM	R	4/24/2025		660.86CR	179930	
	I-9207419379	REPAIR POWER PRO XT/CABLE/END	R	4/24/2025		1,866.50CR	179930	3,505.74
000462	SULLIVAN CANDY AND SUPPLY							
	I-704173	FOLGERS COFFEE	R	4/24/2025		75.96CR	179931	75.96

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00318942	NATCRYSTAL/VEG TRAY/COOKIES	R	4/24/2025		40.49CR	179932	40.49
005727	THE TORO COMPANY - NSN I-411699721 I-411705557	ESSENT 36 SVC 3/1-3/31/25 ESSENT 36 SVC 4/1-4/30/25	R R	4/24/2025 4/24/2025		220.00CR 220.00CR	179933 179933	440.00
000378	TROMCO ELECTRIC INC I-4914 I-4915 I-4916	RETRO FIT MUSEUM BATHRM LIGHTS ARENA LIGHT SWITCH REPL RECEPT/DOG AREA/SHELTER	R R R	4/24/2025 4/24/2025 4/24/2025		200.00CR 825.00CR 720.00CR	179934 179934 179934	1,745.00
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW I-2083283/MAR 25	PRE-EMPL SCRIN/PD	R	4/24/2025		766.00CR	179935	766.00
005463	VALVOLINE INSTANT OIL CHANGE I-201502 I-201676	OIL CHANGE/8100 OIL CHANGE/8580	R R	4/24/2025 4/24/2025		50.97CR 47.58CR	179936 179936	98.55
003227	WITMER PUBLIC SAFETY GROUP, INC I-INV651704 I-INV656937	STREAMLIGHT/LEATHER GLOVES STRUCTURAL BOOT	R R	4/24/2025 4/24/2025		749.55CR 472.00CR	179937 179937	1,221.55
005260	YODER BUILDING SUPPLIES INC. I-2504-077648	30# PLAIN GAP FELT	R	4/24/2025		33.33CR	179938	33.33
000633	ZIEGLER, INC I-IN001849786	GLASS DOOR	R	4/24/2025		861.42CR	179939	861.42

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	91	0.00	1,153,184.87	1,153,184.87
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	91	0.00	1,153,184.87	1,153,184.87

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

4/24/2025 2:25 PM
PACKET: 03874 Regular Payments 04/24/25
VENDOR SET: 01
BANK : APENK US BANK

**** CHECK LISTING ****

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

FUND	PERIOD	AMOUNT
101	4/2025	178,455.66CR
211	4/2025	10,081.15CR
250	4/2025	4,318.80CR
400	4/2025	70,585.00CR
405	4/2025	25,410.69CR
406	4/2025	150,000.00CR
602	4/2025	98,798.62CR
603	4/2025	14,168.31CR
610	4/2025	598,584.12CR
612	4/2025	2,782.52CR
ALL		1,153,184.87CR

PACKET: 03875 Regular Payments 4/24/25 *** DRAFT/OTHER LISTING ***
VENDOR SET: 01
BANK : SWEPK SWEEP BANK ACCOUNT

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
000726	US BANK FARGO							
	I-03/25/25	LANDFILL TIPPING FEE 2/26--3/25	D	4/24/2025		44,210.60CR	001630	44,210.60
005666	ALERUS RETIREMENT AND BENEFITS							
	I-C170545	COBRA MO SVC FEE MAR 2025	D	4/24/2025		61.20CR	001631	61.20
005703	SMITH HEALTH, INC.							
	I-20250415_SRX019829	VEBA/PPO RX CLMS APR 2025/2	D	4/24/2025		23,115.43CR	001632	23,115.43
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010186761	JAN 25 STOP LOSS PREM & ADMIN	D	4/24/2025		70,433.63CR	001633	70,433.63
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010186762	FEB 25 STOP LOSS PREM & ADMIN	D	4/24/2025		71,123.85CR	001634	71,123.85
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010186764	MAR 25 STOP LOSS PREM & ADMIN	D	4/24/2025		71,814.07CR	001635	71,814.07
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010187959	APR 25 STOP LOSS PREM & ADMIN	D	4/24/2025		71,523.87CR	001636	71,523.87
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010193020	MEDICAL CLAIMS PAID 4/21/25	D	4/24/2025		23,701.26CR	001637	23,701.26

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	0.00	375,983.91	375,983.91
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:	8	0.00	375,983.91	375,983.91

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 4/24/25 Total bank charges

4/24/2025 2:57 PM
PACKET: 03875 Regular Payments 4/24/25
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

A / P CHECK REGISTER
*** DRAFT/OTHER LISTING ***

PAGE: 2

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
** POSTING PERIOD RECAP **								
FUND			PERIOD			AMOUNT		
101			4/2025			61.20CR		
603			4/2025			44,210.60CR		
805			4/2025			331,712.11CR		
ALL						375,983.91CR		



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Accounts Payable Check run of 05 02 2025

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'LINDA ANDERSON',' I-LINDA ANDERSON	' ; 'REFUND'	R	5/02/2025		1,839.00CR	179940	1,839.00
005605	ASCENDANCE TRUCKS CENTRAL, LLC I-XA178001788:02	SWITCH/TURN SIGNAL	R	5/02/2025		213.71CR	179941	213.71
000353	AUTO VALVE I-87237582 I-87237623	RATCHETING SERPENTIN FITTING	R R	5/02/2025 5/02/2025		113.99CR 2.99CR	179942 179942	116.98
001744	BARR ENGINEERING 2 I-23692863.00-11	AMGS CONSTR SUPPT SVCS	R	5/02/2025		1,381.50CR	179943	1,381.50
002495	BOUND TREE MEDICAL I-85745964	ADULT ELECTRODES	R	5/02/2025		617.94CR	179944	617.94
000046	CARQUEST AUTO PARTS C-5077-209105 I-5077-208304 I-5077-209087 I-5077-209088 I-5077-209118 I-5077-209134 I-5077-209135 I-5077-209174 I-5077-209176 I-5077-209181 I-5077-209210	RTNS/IRIDIUM FINE WIRE PRIMARY AIR ELEMENT/SP ORDER AIR FILTER/IRIDIUM FINE WIRE IRIDIUM FINE WIRE MASTER CYLINDER CAP 6G-6FFORX/HYD FITTING/HOSE 6MOBA-6FP/QUICK DISCONNECT MICRO2/30A 5PC 8G-8FJX/8G-8FJX90M/HOSE MULTI VEHICLE 50/50 MULTI VEHICLE 50/50	R R R R R R R R R R R R	5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025		63.66 97.02CR 108.79CR 79.36CR 15.99CR 591.78CR 121.04CR 5.69CR 73.75CR 43.96CR 65.94CR	179945 179945 179945 179945 179945 179945 179945 179945 179945 179945 179945	1,139.66
003249	CITIES DIGITAL I-63433	2025 LASERFICHE ANN SUPPT/MNT	R	5/02/2025		1,265.70CR	179946	1,265.70
001433	CITY OF HIBBING I-MAY 25 RT/VEBA/AG	MAY 2025 INS/RT VEBA/VEBA/AG	R	5/02/2025		345,446.74CR	179947	345,446.74
002755	COMO OIL & PROPANE I-1517346479	310.20 PROPANE	R	5/02/2025		710.46CR	179948	710.46
003611	CONSOLIDATED COMMUNICATIONS (FMR HICKORY TECH) I-5070521052/0 APR25 I-5070521052/0 MAR25	ACT 507-052-1052/0 APR 25 ACT 507-052-1052/0 MAR 25	R R	5/02/2025 5/02/2025		9.96CR 9.96CR	179949 179949	19.92

5/2/25
Carol Wood
ck# 179940-179992

PACKET: 03877 Regular Payments 05/02/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003937	CULLIGAN OF NORTHEAST MN-VIRGINIA I-425X02145205	BOTTLED WATER & RENTAL/PW	R	5/02/2025		395.83CR	179950	395.83
003728	DYNAMIC GARAGE DOOR & ACCESS SYSTEMS, LLC I-47531	KEY SWITCHES/INSULATED DOOR	R	5/02/2025		3,990.00CR	179951	3,990.00
000565	EARL F ANDERSEN, INC I-0139230-IN	STOP/DEAD END/HIP STOP/SIGNS	R	5/02/2025		1,533.95CR	179952	1,533.95
000510	ECOLAB PEST ELIMINATION INC I-8158328	QTR 2 2025 ROACH/RODENT/C HALL	R	5/02/2025		133.11CR	179953	133.11
005644	EJ EQUIPMENT, INC. I-P01275	RR DUMP CYL/SEAL KIT/ROD EYE	R	5/02/2025		2,284.87CR	179954	2,284.87
003080	FLAHERTY & HOOD, PA I-22987	FINAL 1/3 SUPERVISORY TRN	R	5/02/2025		1,667.00CR	179955	1,667.00
000026	FORD OF HIBBING I-191564 I-530518 I-530521	BAD SEAL/BOLT/WASHER/NUTS/CIRC WIRE ASY-IGNITION HOSE-OIL COOLER	R R R	5/02/2025 5/02/2025 5/02/2025		556.16CR 330.56CR 97.15CR	179956 179956 179956	983.87
001427	HARTEL'S/DBJ FABRICATION I-7301	20 FRONT LOAD 6CU YD CONTAINER	R	5/02/2025		31,300.00CR	179957	31,300.00
005719	HIBBING MUNICIPAL GOLF COURSE LLC I-2 OF 7 2025 MAY 2 OF 7 2025 MAY GOLF COURSE		R	5/02/2025		2,857.14CR	179958	2,857.14
000922	HIBBING PUBLIC ACCESS I-1ST 1/2 MAY 25 I-2ND 1/2 MAY 25	TELEVISION 1ST 1/2 MAY 2025 SVC FEE 2ND 1/2 MAY 2025 SVC FEE	R R	5/02/2025 5/02/2025		3,185.00CR 3,185.00CR	179959 179959	6,370.00
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN4819196	WIPES/PC LENS	R	5/02/2025		38.72CR	179960	38.72
001473	IRON RANGE TIRE SERVICE I-35788 I-35789 I-35795	225/70R19.5 COOPER WORK SERIES 11R22.5 G GDYR G622 RSD FLAT REPAIR	R R R	5/02/2025 5/02/2025 5/02/2025		434.50CR 1,722.63CR 148.50CR	179961 179961 179961	2,305.63
000334	L & M FLEET SUPPLY I-HIB-01-10002046 I-HIB-01-10002614 I-HIB-01-10002859 I-HIB-01-10002886 I-HIB-01-10002894 I-HIB-02-10007178 I-HIB-03-10015645 I-HIB-03-10016431 I-HIB-03-10016541 I-HIB-04-10009771	SHOP TOWELS/PLUG PADLOCK/EAR MUFFS SPRING WATER SPOONS/FORKS/PAPER PLATES GREASE/GLOVES/RAINSUIT MAILBOX/MT BOARD/SWING CLEAR SAFETY BOOTS/KEVIN KUJALA PNTRS TOUCH 2X MICRO FIBER TOWELS MARINE/RV ANTI-FREEZE	R R R R R R R R R R	5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025		41.29CR 24.68CR 25.87CR 30.34CR 249.60CR 169.07CR 170.99CR 17.07CR 37.98CR 59.77CR	179962 179962 179962 179962 179962 179962 179962 179962 179962 179962	

5/02/2025 12:45 PM A / P CHECK REGISTER
PACKET: 03877 Regular Payments 05/02/25
VENDOR SET: 01 ***** CHECK LISTING *****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-HIB-04-10010287	RAINSUITS	R	5/02/2025		91.18CR	179962	
	I-HIB-05-10014369	TIRE W/RIM 16" WHEELBARRO	R	5/02/2025		32.29CR	179962	
	I-HIB-05-10015088	RATCHET STRAP FLAT HOOK	R	5/02/2025		123.40CR	179962	
	I-HIB-06-10005896	RAKE POLY 48"	R	5/02/2025		56.97CR	179962	
	I-HIB-08-10000484	HANDLEBAR/AIR FILTER	R	5/02/2025		243.10CR	179962	1,373.60
000166	LAWSON PRODUCTS INC							
	I-9312418323	BATT CABLE LUG/HEX WASH/SCREW	R	5/02/2025		725.59CR	179963	725.59
005359	LIFEMED SAFETY, INC.							
	I-INV250487	CALIBER & MNT /BAXTER INFUSION	R	5/02/2025		450.00CR	179964	450.00
000246	MACQUEEN EQUIPMENT INC							
	I-E02096	2025 ELGIN PELICAN STR SWEEPER	R	5/02/2025		322,492.00CR	179965	322,492.00
003521	MEDICAREBLUE RX							
	I-MAY 2025	MAY 2025 BILLING	R	5/02/2025		30,487.20CR	179966	30,487.20
000339	METRO SALES INC							
	I-INV2742326	IMC2000 LIBR COPIER MAR 25	R	5/02/2025		160.83CR	179967	306.06
	I-INV2767943	IMC2000 LIBR COPIER APR 25	R	5/02/2025		145.23CR	179967	
003847	MICROMARKETING LLC							
	I-978905	UNCD	R	5/02/2025		38.24CR	179968	
	I-979548	LPTP'S/LPHC'S	R	5/02/2025		219.73CR	179968	574.93
	I-979614	UNCD'S	R	5/02/2025		316.96CR	179968	
005729	MILLER'S E-1 PUMP AND REPAIR							
	I-10310	REBUILT PUMP DH297279/DH583338	R	5/02/2025		820.00CR	179969	820.00
002965	MIRIAM KERO CONSULTING							
	I-HIB17 DEED	GRANT WR/JEFFERS & GRMN HSG	R	5/02/2025		836.88CR	179970	836.88
000267	MN LIFE INSURANCE COMPANY							
	I-APR 2025	APRIL 2025 LIFE INSURANCE	R	5/02/2025		2,156.91CR	179971	2,156.91
003145	MN POLLUTION CONTROL AGENCY							
	I-MN0030643 2025	2025 WATER PERMIT REISSUANCE	R	5/02/2025		1,240.00CR	179972	1,240.00
002710	NAPA SUPPLY OF HIBBING							
	I-498587	FUSE/PX U BLUE GASKET	R	5/02/2025		18.28CR	179973	18.28

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000460	NORTHERN MN DENTAL INC I-MAY 2025	MAY 2025 DENTAL PREMIUM	R	5/02/2025		16,224.70CR	179974	16,224.70
005730	NORTHERN WOODS ANIMAL HOSPITAL I-267967	18981/GIGI/ANIMAL INTAKE	R	5/02/2025		645.68CR	179975	645.68
003342	NORTHSPAN GROUP, INC I-2434	2025 IREA DUES	R	5/02/2025		75.00CR	179976	75.00
005722	PARADIGM MANAGEMENT SERVICES, LLC I-2045225 I-2045807 I-2048227 I-2050015 I-2051463 I-2055382 I-2057640 I-2058412 I-2058422	TRIAGE SVCS 3/26/25/1741454 TRIAGE SVCS 3/22/25/1741173 TRIAGE SVCS 3/31/25/1741743 TRIAGE SVCS/4/3/25/1742091 TRIAGE SVCS 4/3/25/1742073 TRIAGE SVCS 4/12/25/1742722 TRIAGE SVCS 4/19/25/1743228 TRIAGE SVCS 4/19/25/1743238 TRIAGE SVCS 4/17/25/1743136	R R R R R R R R R	5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025		106.60CR 90.20CR 98.40CR 98.40CR 98.40CR 73.80CR 90.20CR 90.20CR 82.00CR	179977 179977 179977 179977 179977 179977 179977 179977 179977	828.20
005680	PERKINS & WILL, INC. I-0215565	HGB REDEV PROF SVCS 3/31/25	R	5/02/2025		8,206.30CR	179978	8,206.30
003318	PINE RIVER SALES, INC I-05/01/25	2025 BEAR TRACK UTIL TRAILER	R	5/02/2025		3,550.65CR	179979	3,550.65
005528	PLAN IT SOFTWARE LLC I-PLAN-2064	PLAN-IT CIP SOFTWARE/UNLIMITE	R	5/02/2025		9,500.00CR	179980	9,500.00
000491	PORTABLE JOHN SERVICES INC (FORMERLY CARPENTER) I-36030 I-36169	CEMETERY 3/31-4/27/25 RECYCLE CTR 3/31-4/27/25	R R	5/02/2025 5/02/2025		27.43CR 82.00CR	179981 179981	109.43
000206	PUBLIC UTILITIES COMM I-04/28/25	PUC PFA REQUEST #10	R	5/02/2025		864,301.09CR	179982	864,301.09
000077	RADKO IRON & SUPPLY INC I-23327/1 I-23410/1 I-23525/1 I-23548/1 I-23554/1	HITCH PIN/LOCK PIN NIPPLES/BALL VALVE/REDUCER OIL ABSORBANT PADS NUTS/BOLTS/WASHERS SPADE/TRENCHING FIBRGLS	R R R R R	5/02/2025 5/02/2025 5/02/2025 5/02/2025 5/02/2025		13.58CR 54.54CR 89.99CR 2.76CR 63.98CR	179983 179983 179983 179983 179983	224.85

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003088	RANGE REGIONAL AIRPORT AUTHORITY I-9205	MAY 2025 ANIM SHELT GRND LEASE	R	5/02/2025		400.00CR	179984	400.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D072411 I-D072476	INFLUENT & EFFLUENT 4/9/25 INFLUENT & EFFLUENT 4/10/25	R R	5/02/2025 5/02/2025		118.09CR 118.09CR	179985 179985	236.18
000135	ROAD MACHINERY SUPPLIES I-S3298205	WIRING KIT/SIDE/FPEND HARNESS	R	5/02/2025		621.95CR	179986	621.95
003428	SBA STRUCTURES, LLC I-IN15886628	TOWER SITE RENT 5/1/25-4/30/26	R	5/02/2025		240.00CR	179987	240.00
000514	ST LOUIS COUNTY AUDITOR I-00012511	MARCH 2025 OBLIGATIONS	R	5/02/2025		7,634.24CR	179988	7,634.24
005362	TACTICAL ADVANTAGE I-2024-0115	6 GLOCK 17 GEN5/FXD/LIGHT/SIGH	R	5/02/2025		7,963.71CR	179989	7,963.71
004004	UNIQUE PAVING MATERIALS CORPORATION I-86745	12.00 & 12.01 UPM COLD MIX	R	5/02/2025		4,441.85CR	179990	4,441.85
005463	VALVOLINE INSTANT OIL CHANGE I-202191 I-202213 I-202230	OIL CHANGE/6857 OIL CHANGE/1903 OIL CHANGE/3354	R R R	5/02/2025 5/02/2025 5/02/2025		65.60CR 66.28CR 106.22CR	179991 179991 179991	238.10
005713	WSB LLC I-R-027955-000-3	DAYCARE/ROW PROF SVCS 3/25	R	5/02/2025		832.50CR	179992	832.50
* * T O T A L S * *					DISCOUNTS	CHECK AMT	TOTAL APPLIED	
REGULAR CHECKS:					0.00	1,694,367.61	1,694,367.61	
HANDWRITTEN CHECKS:					0.00	0.00	0.00	
PRE-WRITE CHECKS:					0.00	0.00	0.00	
DRAFTS:					0.00	0.00	0.00	
VOID CHECKS:					0.00	0.00	0.00	
NON CHECKS:					0.00	0.00	0.00	
CORRECTIONS:					0.00	0.00	0.00	
REGISTER TOTALS:					0.00	1,694,367.61	1,694,367.61	

5/02/2025 12:45 PM
PACKET: 03877 Regular Payments 05/02/25
VENDOR SET: 01
BANK : APENK US BANK

A / P CHECK REGISTER

**** CHECK LISTING ****

ERROR LISTING

CHECK # VENDOR		NAME	PAGE ERROR MESSAGE		NOTES
1179959	01-000922	HIBBING PUBLIC ACCESS TELEVI	2	CHECK DATE < PAY DATE	TRAN NO#: I-2ND 1/2 MAY
1179958	01-005719	HIBBING MUNICIPAL GOLF COURS	2	CHECK DATE < PAY DATE	TRAN NO#: I-2 OF 7 2025
TOTAL ERRORS:		0	TOTAL WARNINGS:		2

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND	PERIOD	AMOUNT						
101	5/2025	1,245,237.07CR						
211	5/2025	15,879.63CR						
255	5/2025	1,422.50CR						
400	5/2025	322,492.00CR						
405	5/2025	8,528.18CR						
602	5/2025	32,596.29CR						
603	5/2025	66,830.44CR						
610	5/2025	1,381.50CR						
ALL		1,694,367.61CR						

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005708	AMERIHEALTH ADMINISTRATORS I-7010191645	MEDICAL CLAIMS PAID 4/14/25	D	4/16/2025		40,496.11CR	001639	40,496.11
005708	AMERIHEALTH ADMINISTRATORS I-7010194064	MEDICAL CLAIMS PAID 4/28/25	D	4/30/2025		58,164.67CR	001640	58,164.67
005708	AMERIHEALTH ADMINISTRATORS I-7010193328	MAY 25 STOP LOSS PREM & ADMIN	D	5/02/2025		71,614.86CR	001638	71,614.86
004972	CATERPILLAR FINANCIAL SERVICES CORPORATION I-36841118	APR 25 PMT/7 GRADERS	D	5/02/2025		26,021.74CR	001641	26,021.74
005476	WEX HEALTH INC. I-5/1/25 M WERDIER	2025 VEBA CON/MAKAYLA WERDIER	D	5/02/2025		960.00CR	001642	960.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	197,257.38	197,257.38
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:	5	0.00	197,257.38	197,257.38

5/2/25 Carol Waxelk drafts

PACKET: 03878 Regular Payments 05/02/25
VENDOR SET: 01
BANK : SWPEK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

ERROR LISTING

CHECK # VENDOR NAME PAGE ERROR MESSAGE NOTES

001641 01-004972 CATERPILLAR FINANCIAL SERVIC 1 CHECK DATE < PAY DATE TRAN NO#: I-36841118

TOTAL ERRORS: 0 TOTAL WARNINGS: 1

VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

A / P CHECK REGISTER

*** DRAFT/OTHER LISTING ***

VENDOR NAME / I.D. DESC AMOUNT ITEM NO# ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	5/2025	26,981.74CR
805	4/2025	98,660.78CR
805	5/2025	71,614.86CR
ALL		197,257.38CR

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

Payroll Recap & Funding
Biweekly Regular 04/25/2025

Pay Date: 04/25/2025

Payroll Overview

Payroll Biweekly Regular 04/25/2025
Pay Date 04/25/2025
Employees 172
Paid Employees 172
Regular 172
Pay Periods 1
Base Compensation Changes 8

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	237	172	281,685.14 ^D
Total			281,685.14
(D) POD6 UKG Payroll Services Admin Debit			-281,685.14
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	140	39,122.12 ^D
FICA/ER	41-6005232	114	13,823.93 ^D
FICA/EE	41-6005232	114	13,823.93 ^D
MEDI/ER	41-6005232	172	6,094.21 ^D
MEDI/EE	41-6005232	172	6,094.21 ^D
SIT:MN/EE	8022766	144	18,054.00 ^D
Total			97,012.40
(D) POD6 UKG Payroll Services Admin Debit			-97,012.40
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	5	278.18 ^C
AFSCME MN COUNCIL 65	61	3,874.86 ^C
City of Hibbing Insurance	128	143,586.12 ^D
EMPOWER	66	9,858.72
FIREFIGHTERS LOCAL #173 C/O	24	1,952.64 ^C
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	17	3,837.02
MADISON NATIONAL LIFE	11	361.86 ^C
MAPE UNION ATTN: JULIE LEE	6	428.36 ^C
MINNESOTA TEAMSTERS NO. 320	3	350.00 ^C
MN CHILD SUPPORT PAYMENT CE	2	765.56 ^D
MN PERA	140	93,432.66
MN PUBLIC EMPLOYEES ASSOCIA	24	1,152.00 ^C
NATIONWIDE	14	2,015.00
Total		262,032.98
(D) POD6 UKG Payroll Services Admin Debit		-144,491.68
(C) Vendor Checks		-8,397.90
Your Remaining Vendor Liability		109,143.40

Total

--More--

Total - Continued

Total	640,730.52
POD6 UKG Payroll Services Admin Debit	-523,189.22
Total of Your Responsibility	117,541.30

Recap

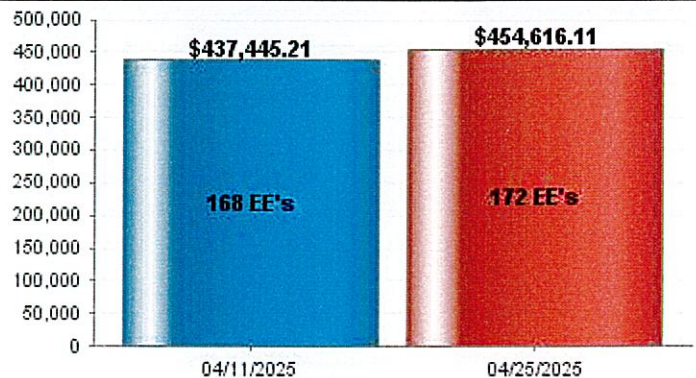
POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	04/24/2025	x0087	144,491.68
Tax Payment	04/24/2025	x0087	97,012.40
Empl. Dir. Dep. SPA	04/24/2025	x0087	281,685.14
Total Debits			523,189.22

Cash Requirements: x0087	\$ Amount
Vendor Payment SPA	144,491.68
Vendor Checks	8,397.90
Tax Payment	97,012.40
Empl. Dir. Dep. SPA	281,685.14
Total	531,587.12

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	455,252.02	8.17
ER Deduction	165,562.83	
ER Tax (Offset)	19,918.14	
ER Tax		19,918.14
Tax		77,094.26
Deduction		96,464.45
ER Deduction (Offset)		165,562.83
Direct Deposit		281,685.14
	640,732.99	640,732.99

Comparison To Last Pay Period - Gross Wages



PR# 9-25
4/5/25-4/18/25
PAID 4/25/25

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

Kronos SaaShr, Inc.
City of Hibbing



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Page 1 of 2



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Payroll Report ending May 2, 2025

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

Payroll Recap & Funding
Biweekly Regular 05/09/2025

Pay Date: 05/09/2025

Payroll Overview

Payroll	Biweekly Regular 05/09/2025
Pay Date	05/09/2025
# Employees	172
# Paid Employees	172
# Regular	172
# Pay Periods	1
Base Compensation Changes	3
New Hires	1
Terminations	1

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	236	172	286,674.71 ^D
Total			286,674.71
(D) POD6 UKG Payroll Services Admin Debit			-286,674.71
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	143	38,633.92 ^D
FICA/ER	41-6005232	113	13,913.50 ^D
FICA/EE	41-6005232	113	13,913.50 ^D
MEDI/ER	41-6005232	172	6,045.83 ^D
MEDI/EE	41-6005232	172	6,045.83 ^D
SIT:MN/EE	8022766	145	17,827.00 ^D
Total			96,379.58
(D) POD6 UKG Payroll Services Admin Debit			-96,379.58
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFSCME MN COUNCIL 65	1	4.20
City of Hibbing Insurance	133	145,267.67 ^D
EMPOWER	66	9,857.51
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	18	3,904.26
MN CHILD SUPPORT PAYMENT CE	2	765.56 ^D
MN PERA	141	93,156.77
NATIONWIDE	14	2,015.00
NCPERS GROUP LIFE INS C/O ME	4	64.00 ^C
PREMIUM PROCESSING	1	24.96
Total		255,199.93
(D) POD6 UKG Payroll Services Admin Debit		-146,173.23
(C) Vendor Checks		-64.00
Your Remaining Vendor Liability		108,962.70

Total

Total	638,254.22
POD6 UKG Payroll Services Admin Debit	-529,227.52
Total of Your Responsibility	109,026.70

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	05/08/2025	x0087	146,173.23
Tax Payment	05/08/2025	x0087	96,379.58
Empl. Dir. Dep. SPA	05/08/2025	x0087	286,674.71
Total Debits			529,227.52

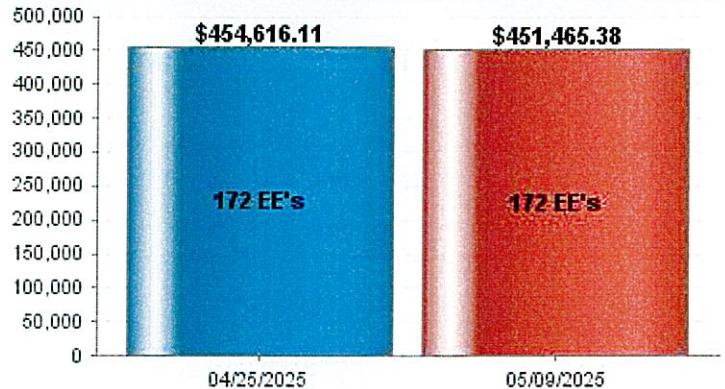
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	146,173.23
Vendor Checks	64.00
Tax Payment	96,379.58
Empl. Dir. Dep. SPA	286,674.71
Total	529,291.52

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	453,115.79	724.88
ER Deduction	165,903.98	
ER Tax (Offset)	19,959.33	
ER Tax		19,959.33
Tax		76,420.25
Deduction		89,295.95
ER Deduction (Offset)		165,903.98
Direct Deposit		286,674.71
	638,979.10	638,979.10

Comparison To Last Pay Period - Gross Wages



PR# 10-25
4/19/25-5/2/25
PAID 5/9/25

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

Kronos SaaShr, Inc.
City of Hibbing



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Page 1 of 2



Request for Council Action

City Council Action

Declare Items Surplus

Description of Agenda Item

2014 John Deere Excavator serial #1FF180GXAE020374, Concrete breaker serial #317-H336, 2007 Sterling Elgin Street Sweeper Serial #49HAADB37DX61477, 2010 Elgin Mega Wind Street Sweeper Serial #JNAPC81L7AAF80121, Miller Welder Serial #JK556475, Hydraulic Shop press, Cushman Turf trickster Serial #1CUNH2223LL020982, Jacobsen Turf sweeper Serial #29772, Utility Trailer Serial #520234

Strategic Initiative

Selling off equipment that has been replaced and getting rid of older unused items.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Some of these items will offset the cost of new equipment coming in, and we will also be using surplus funds to replace some of our future capital requests.

Action Requested

Declare items surplus

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

City council to take action and officially reject all bids for the Carey Lake Campground project.

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

Authorize the hire of Summer Students for the Library, Recreation Assistant, and Administrative Intern.

Description of Agenda Item

Authorize the hire of Summer Students for the Library, Recreation Assistant, and Administrative Intern.

Strategic Initiative

Owner of Agenda Item

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

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

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

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

Introduction/Background/Justification/Key Issues/Legal

Sophie Halter - Library Intern; Corbin Giroux - Library Intern; Brooke Seikkinen - Administrative Intern, Hailey Grotberg, Recreation Assistant

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Summer Students for the Library, Recreation Assistant, and Administrative Intern.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Kody Birmes for Temporary Seasonal Maintenance pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted

Action Requested

Authorize the hire of Kody Birmes for Temporary Seasonal Maintenance pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Bruce Slygh for Temporary Seasonal Maintenance pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Bruce Slygh for Temporary Seasonal Maintenance pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Bruce Slygh for Temporary Seasonal Maintenance pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Jeri Ann Gabardi for the temporary Recreation Coordinator pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Jeri Ann Gabardi for the temporary Recreation Coordinator pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Jeri Ann Gabardi for the temporary Recreation Coordinator pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Kraig Stolhammer for Temporary Seasonal Maintenance pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Kraig Stolhammer for Temporary Seasonal Maintenance pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Tiffany Sailstad for full-time Patrol Officer pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Tiffany Sailstad for full-time Patrol Officer pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Jeff Neumann.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Tiffany Sailstad for full-time Patrol Officer pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Jeremiah Ennen for full-time Patrol Officer pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Jeremiah Ennen for full-time Patrol Officer pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the posting of two part-time Community Service Officers (CSO).

Description of Agenda Item

Authorize the posting of two part-time Community Service Officers (CSO).

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Jeremiah Ennen and Landon Ryan

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the posting of two part-time Community Service Officers (CSO).

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Nathan Jager for the full-time Mechanic/Maintenance position effective May 8, 2025.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Howard LaVigne.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Nathan Jager for the full-time Mechanic/Maintenance position effective May 8, 2025.

Attachments

None



Request for Council Action

City Council Action

Authorize the posting of one full-time Maintenance position for City Services.

Description of Agenda Item

Authorize the posting of one full-time Maintenance position for City Services.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Nathan Jager.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the posting of one full-time Maintenance position for City Services.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Jim Braulik for the Temporary Animal Care Attendant pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Jim Braulik for the Temporary Animal Care Attendant pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Authorize the hire of Drea Madich for the Temporary Animal Care Attendant pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Animal Intake.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Drea Madich for the Temporary Animal Care Attendant pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Daemon Juntunen for the Temporary Animal Care Attendant pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Daemon Juntunen for the Temporary Animal Care Attendant pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Daemon Juntunen for the Temporary Animal Care Attendant pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Police Activity Report March 2025

HIBBING POLICE DEPARTMENT

ACTIVITY

March 2025

ASLT-2 DEG-DANGER WEAPON-SUBST BODILY HARM-OTHER WE	2
ASLT-3 DEG-SUBSTANTIAL BODILY HARM	3
ASLT-5 DEG-INFLICT OR ATTEMPT BODILY HARM	1
ASLT-DOMESTIC ASLT-MISD	10
All Other (Warrant Arrest)	2
Assault - 4th Degree - Peace Officer - Physically A	1
CRIM DAM PROP-4 DEG	1
Cannabis - 1st Degree - Possess more than 2 pounds	1
Cannabis - 4th Degree -Possess edible cannabis/hemp	1
DISTURB-DISORDERLY CONDUCT	4
DRUGS- 5TH DEGREE-POSSESS-SYN NARC-F	1
DRUGS-5TH DEGREE-POSSESS-METHAM-F	1
Damage to Property - 3rd Degree - Reduce Value \$501	2
Disorderly Conduct-Brawling or Fighting- MS	2
Disorderly Conduct-Offensive/Abusive/Noisy/Obscene-	6
Dog Complaint	1
Dogs and Cats-Proper Ventilation- MS	2
Domestic Abuse - Violate Order for Protection-M	1
Drivers License - Driving without a valid license f	2
Drugs - 1st Degree - Possess - 500 grams/500 DU or	1
Drugs - 1st Degree- Possess 25 Grams or More - Coca	1
Drugs - 5th Degree - Possess Schedule 1/2/3/4 - Not	1
Drugs-Store Meth Paraphernalia in the Presence of C	1
Emergency Telephone Calls/Communications - Interrup	2
FAMILY OFFENSE-CHILD NEGLECT-GM	4
FLEEING POLICE OFFICER	1
Fleeing a Peace Officer in a Motor Vehicle-F	2
GOVT-INTENT TO OBSTRUCT	1
GOVT-OBSTRUCT LEGAL PROCESS-INTERFERE W/PEACE OFFIC	1
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-GM	1
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-MISD	1
GOVT-SMUGGLE-CONTRABAND INTO PRISON	1
HIB-Dog at Large	1
HIB-Noise Control/Loud Unnecessary Noise	1
Harassment - Causes or reasonably expect to cause s	1
Harassment-Second or Subsequent Violation in 10yrs-	1
Harassment; Restraining Order - Violate Restraining	1
Hit and Run, Prop Dam MV	1
MV Reg-Expired Tabs	1
Neglect of a Child-Results Subst. Harm Physical/Emo	1

ROBBERY-STREET-OTHER WEAPON	2
Smoking or Chewing Tobacco or E-cigarettes Prohibit	1
TRAF-DL-DAC-INIMICAL TO PUBLIC SAFETY	2
TRAF-DUI-2 DEG-CONT SUBST	1
TRAFFIC-DAR	1
TRAFFIC-DRINKING/DRIVING-UNDERAGE	1
TRAFFIC-DUI-Third-Degree Driving While Impaired-1 A	1
TRAFFIC-DUI-Third-Degree Driving While Impaired-Ref	1
TRAFFIC-DWI-4 DEG DRIVE WHILE IMPAIRED	1
TRAFFIC-Drivers Licenses-Driving Without A Valid Li	1
TRAFFIC-FAIL TO STOP AT STOP SIGN	1
TRAFFIC-SCHOOL BUS-FAIL TO STOP	1
TRAFFIC-SPEED-EXCEED LIMIT	1
Theft-\$500-\$1000- GM - Other Property	1
Theft-Other-\$1001or greater - F	1
Theft-Shoplifting-\$500 or less - M	9
Traffic - Careless Driving - Operate any vehicle ca	1
Traffic Regulation - Driver Must Carry Proof of Ins	2
Traffic Regulations - Fail to signal for turn-PM	1
Trespass Notice	1
Trespass-Return to Property Within One Year- MS	3
Total	104
Total number of calls generated in Mar	1497
Total number of administrative tickets in Mar	3
Total number of parking tickets in Mar	237



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Raffle Permit Application Iron Range Boxing 9 6 2025



RAFFLE REQUEST

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

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Iron Range Boxing	
Type of Organization:	NON Profit Community	
Mailing Address:	1102 E HOWARD ST	
City, State, Zip	HIBBING MN 55746	
Contact Person:	Michael Grove	Daytime Phone Number: 218-966-0846
Have you conducted other raffles this year	NO	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Raffle Various
Dates of Activity:	Drawing SEPT 6TH - Palmers Tavern
Check Box or Boxes that indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	\$5.00
Total value of prizes to be awarded:	UNDER \$1500.00
Types of Prizes:	bridles

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

Organization Representative

5/5-25
Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval

25-05-01



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. 2025 Hibbing Taxi License Application

TAXICAB - LICENSE APPLICATION

License Fee: The annual license fee for each taxicab is \$33.00.

It is unlawful for any person to drive or operate a taxicab without a license there for from the City.

Provided however that if a licensed vehicle is disabled through mechanical failure or for needed repairs, the license may be temporarily transferred to another conveyance for a seven day period upon approval by the City.

☐

License Application

☒

License Renewal

APPLICATIONS: All applications shall be made as follows:

☐ All applications shall be made at the office of the City Clerk-Treasurer upon forms that have been formulated by the City for such purposes:

☐ All initial applications shall be accompanied by the payment of a fee as set by the Council to cover the cost of investigation as herein provided.

TAXI / CAB COMPANY INFORMATION:

NAME OF TAXI / CAB COMPANY:

Hibbing Taxi, Inc

Taxi / Cab Company Business Address:

3842 4th ave E

Business Phone:

262-5065

Hibbing, MN 55746

The term "taxicab" means any passenger conveyance being driven, on call, or traversing a scheduled or unscheduled route for public use or hire upon payment of a fare or at regular fare rates, but not including such as are designed for mass transportation as buses, trains, or streetcars.

The term "operator" means a licensee owning or otherwise having control of one or more taxicabs.

The term "driver" means the person driving and having physical control over a taxicab whether he/she be the licensee or in the employ of the licensed operator.

APPLICANT INFORMATION:

Full Name: DEBRA JANE MILOVICH MENDEZ
First Middle (Maiden) Last

Home Address: 3842 4th Ave E Hubbing MN
Street City State

Length of Time at Present Address: 57 years Date of Birth: 6/11/55

Home Phone: ^{cell} (218) 966-8735 Driver's License #: F-966-073-859-721
^{NONE} exp 6/11/27

☒ Taxi Cab Operator ☐ Taxi Cab Driver

☒ Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense.

2000? DUI MN
NOT SURE DATE

PREVIOUS RESIDENCE for the past 3 years: ☒ On File ☐ Not Necessary for Renewal

Dates	Street Address	City	State	Zip Code

At least 4 CHARACTER REFERENCES if Applicant has not resided in the City for two (2) years next preceding the date of application. ☒ On File ☐ Not Necessary for Renewal

Dates	Street Address	City	State	Zip Code

APPLICANT'S OCCUPATION/Employers for the past 3 years beginning with present time☒ On File ☐ Not Necessary for Renewal

Dates	Occupation	Employer	Employers Address

--	--	--	--

VEHICLE INFORMATION:
☐ **This Section for Owner/Operator Only**

Insurance Carrier: North Risk Partners

☒ **Proof of Insurance to be attached**

Insurance Required:

Before a taxicab license is issued by the Council, and at all times effective during such licensed period, the licensee shall have and maintain public liability and bodily injury insurance in the amount of \$100,000.00 for any one person and \$300,000.00 for two or more persons injured in any one accident, as well as \$100,000.00 property damage insurance.

License Issuance and Display and Vehicle Markings:

License tags, including number and year for which issued, shall be plainly visible from the front of the conveyance. Both sides of every licensed taxicab, when in use, shall be plainly and permanently marked as such with a painted sign or appurtenances showing the full or abbreviated name of the licensed operator.

List of Taxi Vehicles that will be in Operation:

Year of Taxi Vehicle	Vehicle Make/Model	License Plate #	VIN#

☐ **Mechanical Condition:**

Attach a certificate signed by a competent and experienced mechanic showing the above listed vehicles are in good mechanical condition, thoroughly safe for transportation of passengers, and are in a neat and clean condition.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2025

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

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

PRODUCER North Risk Partners P.O. Box 64016 St Paul MN 55164-0016		CONTACT NAME: Lori Larson PHONE (A/C, No, Ext): (763) 536-8006 FAX (A/C, No): E-MAIL ADDRESS: lori.larson@northriskpartners.com	
INSURED Hibbing Taxi Inc 3842 4th Avenue East Hibbing MN 55746		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Co Non-Admitted INSURER B: Forge Insurance Company INSURER C: Superior Point, MWCARP INSURER D: INSURER E: INSURER F:	
		NAIC # 13293	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPS7807737	06/08/2024	06/08/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		01-CA-000003120-01	10/27/2024	04/27/2025	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COM/OP AGG \$ 2,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per accident) \$
	EACH OCCURRENCE \$						
	AGGREGATE \$						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	168503.802	07/27/2024	07/27/2025	☒ PER STATUTE ☐ OTH-ER
	E.I. EACH ACCIDENT \$ 100,000						
	E.I. DISEASE - EA EMPLOYEE \$ 100,000						
	E.I. DISEASE - POLICY LIMIT \$ 500,000						

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

CERTIFICATE HOLDER

CANCELLATION

City of Hibbing 401 East 21st Street Hibbing MN 55746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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It is unlawful for any applicant to intentionally make a false statement or omission upon any application form. Any false statement in such application, or any willful omission to state any information called for on such application form, shall, upon discovery of such falsehood work an automatic refusal of license, or if already issued, shall render any license or permit issued pursuant thereto, void, and of no effect to protect the applicant from prosecution for violation of this Chapter, or any part hereof.

The City Administrator shall, upon receipt of each application completed in accordance herewith, forthwith investigate the truth of statements made therein and the moral character, business reputation and a criminal background check of each applicant for license to such extent as he/she deems necessary. For such investigation the City Administrator may enlist the aid of the Chief of Police. The Council shall not consider an application before such investigation has been completed. The Council may require such other information deemed necessary considering the nature of the business for which license application is made.

APPROVAL: <i>Application must be brought before City Council for approval</i>	
CITY OF HIBBING	Date Approved:
Date Fee Paid:	License Dates:
 Signature City Clerk – Treasurer Signature Police Department	



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Roulen Taxi Application



TAXICAB - LICENSE APPLICATION

License Fee: The annual license fee for each taxicab is \$33.00.

It is unlawful for any person to drive or operate a taxicab without a license there for from the City.

Provided however that is a licensed vehicle is disabled through mechanical failure or for needed repairs, the license may be temporarily transferred to another conveyance for a seven day period upon approval by the City.

☒ License Application ☐ License Renewal

APPLICATIONS: All applications shall be made as follows:

☒ All applications shall be made at the office of the City Clerk-Treasurer upon forms that have been formulated by the City for such purposes.

☒ All initial applications shall be accompanied by the payment of a fee as set by the Council to cover the cost of investigation as herein provided.

TAXI / CAB COMPANY INFORMATION:
--

NAME OF TAXI / CAB COMPANY: Roulen Taxi

Taxi / Cab Company Business Address: 801 F 41st St Apt 205

Business Phone: Hibbing MN 55746
(218) 262-4661

The term "taxicab" means any passenger conveyance being driven, on call, or traversing a scheduled or unscheduled route for public use or hire upon payment of a fare or at regular fare rates, but not including such as are designed for mass transportation as buses, trains, or streetcars.

The term "operator" means a licensee owning or otherwise having control of one or more taxicabs.

The term "driver" means the person driving and having physical control over a taxicab whether he/she be the licensee or in the employ of the licensed operator.

APPLICANT INFORMATION:

Full Name: Warren Edward Medlen
 First Middle (Maiden) Last

Home Address: 801 East 41st Street Apt 111 Hibbing Minnesota
 Street City State

Length of Time at Present Address: 4 1/2 years Date of Birth: 6 August 1970

Home Phone: (270) 850-5015 Driver's License #: RD68-132-081-114

☒ Taxi Cab Operator ☐ Taxi Cab Driver

☐ Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense. No

PREVIOUS RESIDENCE for the past 3 years: On File ☐ Not Necessary for Renewal

Dates	Street Address	City	State	Zip Code
2/8/20	3510 Field Lane	Hibbing	MN	55746
7/2/20				
11/8/19	137 South 3rd St E	Aurora	MN	55705
2/8/20				
2/19/19	1205 18th St. S	Virginia	MN	55792
11/8/19				

At least 4 CHARACTER REFERENCES if Applicant has not resided in the City for two (2) years next preceding the date of application. On File ☐ Not Necessary for Renewal

Dates	Street Address	City	State	Zip Code
8/16/19	Jolene Elizabeth Roush	Hibbing	MN	55746
Present	801 E. 41st St. Apt 205			
8/26/23	Jeanne Broker	Kelly Lake	MN	55746
Present	210 3rd Ave N			
7/6/22	Christopher Leifermann	Hibbing	MN	55746
Present	801 E. 41st St Apt 310			
5/2/05	Amy Campbell	Bowling Green	KY	42101
Present				

APPLICANT'S OCCUPATION/Employers for the past 3 years beginning with present time

On File ☐ Not Necessary for Renewal

Dates	Occupation	Employer	Employers Address
5/26/20	Resident Assistant	Hillcrest Terrace	1507 E. 41st St
12/4/24	Cook		Hibbing, MN 55746

APPLICANT INFORMATION:

Full Name: Jolene Elizabeth Roush
 First Middle (Maiden) Last

Home Address: 801 E 41st Apt. 805 Hibbing MN
 Street City State

Length of Time at Present Address: 3 month's Date of Birth: 01-09-1981

Home Phone: (RM) 812-8154 Driver's License #: _____

☒ Taxi Cab Operator ☐ Taxi Cab Driver

☐ Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense.

PREVIOUS RESIDENCE for the past 3 years: On File ☐ Not Necessary for Renewal				
Dates	Street Address	City	State	Zip Code
2-14-14 1-26-24	730 15th St N. Virginia MN 55792	Virginia	MN	55792
2-26-24	801 E 41st St Apt III	Hibbing	MN	55746
2-26-24	801 E 41st St Apt 805	Hibbing	MN	55746

At least 4 CHARACTER REFERENCES if Applicant has not resided in the City for two (2) years next preceding the date of application. On File ☐ Not Necessary for Renewal				
Dates	Street Address	City	State	Zip Code
2019	Warren Medlen 801 E 41st Apt III	Hibbing	MN	55746
2024	Holi Johnson	Hibbing	MN	55746

APPLICANT'S OCCUPATION/Employers for the past 3 years beginning with present time On File ☐ Not Necessary for Renewal			
Dates	Occupation	Employer	Employers Address
July, 2024	Baker, Cook	Hillcrest	1507 E 41st Hibbing MN 55746
2024 to 2014	stay at home mom	Home	730 15th St N Virginia MN 55792

2014	Lutheran Service Social Disabilities	DSP	Carlson 409 18th AVE W Eveleth, MN 55734
------	---	-----	--

VEHICLE INFORMATION:
☐ This Section for Owner/Operator Only

Insurance Carrier: Progressive

☒ Proof of Insurance to be attached

Insurance Required:

Before a taxicab license is issued by the Council, and at all times effective during such licensed period, the licensee shall have and maintain public liability and bodily injury insurance in the amount of \$100,000.00 for any one person and \$300,000.00 for two or more persons injured in any one accident, as well as \$100,000.00 property damage insurance.

License Issuance and Display and Vehicle Markings:

License tags, including number and year for which issued, shall be plainly visible from the front of the conveyance. Both sides of every licensed taxicab, when in use, shall be plainly and permanently marked as such with a painted sign or appurtenances showing the full or abbreviated name of the licensed operator.

List of Taxi Vehicles that will be in Operation:

Year of Taxi Vehicle	Vehicle Make/Model	License Plate #	VIN#
2007	Dodge Durango		1D8HB48P47F506641
	N/A		
	N/A		

☒ **Mechanical Condition:**

Attach a certificate signed by a competent and experienced mechanic showing the above listed vehicles are in good mechanical condition, thoroughly safe for transportation of passengers, and are in a neat and clean condition.

It is unlawful for any applicant to intentionally make a false statement or omission upon any application form. Any false statement in such application, or any willful omission to state any information called for on such application form, shall, upon discovery of such falsehood work an automatic refusal of license, or if already issued, shall render any license or permit issued pursuant thereto, void, and of no effect to protect the applicant from prosecution for violation of this Chapter, or any part hereof.

The City Administrator shall, upon receipt of each application completed in accordance herewith, forthwith investigate the truth of statements made therein and the moral character, business reputation and a criminal background check of each applicant for license to such extent as he/she deems necessary. For such investigation the City Administrator may enlist the aid of the Chief of Police. The Council shall not consider an application before such investigation has been completed. The Council may require such other information deemed necessary considering the nature of the business for which license application is made.

APPROVAL: <i>Application must be brought before City Council for approval</i>	
CITY OF HIBBING	Date Approved:
Date Fee Paid:	License Dates:
 Signature City Clerk – Treasurer Signature Police Department	



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. T&B Pawnbroker License Application



PAWNBROKER LICENSE APPLICATION

\$50.00 Annual License Fee

☐

License Application

☒

License Renewal

BUSINESS INFORMATION:	
Name of Business:	T. B Pawn Shop of Hibbing Inc
Address of Business:	2530 1st Ave Hibbing MN 55746
Business Phone #:	218-263-9335
New Application:	☐
Date Established:	1988

APPLICATIONS: All applications shall be made as follows:

☐ All applications shall be made at the office of the City Clerk-Treasurer upon forms that have been formulated by the City for such purposes.

☐ All initial applications shall be accompanied by the payment of a fee as set by the Council to cover the cost of investigation as herein provided.

☐ **Bond Required:** Before issuing a pawnbroker's license, the applicant shall file with the City Clerk-Treasurer a bond in the penal sum of \$500.00 in favor of the City, with sufficient sureties approved by the Council and in a form approved by the City Attorney.

Conditions of Licensing:

Every licensee shall keep at his / her place of business an accurate register in which shall be entered a description of all pledged property, the date and time when received, and any permanent descriptive mark or serial number by which the property may be identified, together with the name and residence address of the owner. Such register shall be neat and legible without erasures and open to inspection by the Police Department at all reasonable times together with any personal property deposited or pledged with the licensee.

APPLICANT INFORMATION:

Full Name: Thomas Allen Anderson
First Middle (Maiden) Last

Home Address: 12452 Perch Lake Road Side Lake MN
Street City State

Length of Time at Present Address: 31 Date of Birth: 9-25-60

Home Phone: () _____ Cell: (218) 969-0826

☒ Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense.

PREVIOUS RESIDENCE for the past 3 years:

Dates	Street Address	City	State	Zip Code

At least 4 CHARACTER REFERENCES if Applicant has not resided in the City for two (2) years next preceding the date of application.

Name	Street Address	City	State	Zip Code

APPLICANT'S OCCUPATION/Employers for the past 3 years beginning with present time

Dates	Occupation	Employer	Employers Address

PAWNBROKER LICENSE APPLICATION

APPLICANT INFORMATION:

FULL NAME:

Thomas Allen Anderson

HOME ADDRESS:

12452 Perch Lake Road Side Lake MN 55781

1. Have you ever used or have you been known by a name other than the one listed above?

If yes, provide information. _____

YES

☐

NO

☒

2. Do you have a business partner or partners?

If yes, provide information. _____

YES

☒

NO

☐

3. Does the business have a manager or other person in charge of the business?

If yes, provide information. _____

YES

☐

NO

☒

4. Is the business a corporation?

If yes, provide true copy of the certificate of incorporation.

YES

☒

NO

☐

5. Do you currently hold a pawn broker, precious metal or second hand goods license?

If yes, provide information. Hibbing Virginia, Cloquet

YES

☒

NO

☐

6. Have you had a pawn broker, precious metal, or second hand goods license revoked, denied, or suspended?

If yes, provide information. _____

YES

☐

NO

☒

APPLICANT INFORMATION:**(2nd Owner / Partnership)**

Full Name: Brad Arthur Barnes
First Middle (Maiden) Last

Home Address: 27442 City Rd 4 Pegvot Lake MN
Street City State

Length of Time at Present Address: 30 Date of Birth: 12-3-58

Home Phone: () _____ Cell: (218) 839-0980

☒ Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense.

PREVIOUS RESIDENCE for the past 3 years:

Dates	Street Address	City	State	Zip Code

At least 4 CHARACTER REFERENCES if Applicant has not resided in the City for two (2) years next preceding the date of application.

Name	Street	City	State	Zip Code

APPLICANT'S OCCUPATION/Employers for the past 3 years beginning with present time

Dates	Occupation	Employer	Employers Address
1986	Pawnbroker	T.B Pawn Shop	515 Washington Brainerd MN 56401

PAWNBROKER LICENSE APPLICATION

APPLICANT INFORMATION:

List the type, name, and location of every business or occupation you have been involved with during the preceding 5 years:

Type of Business	Name of Business	Location of Business
Pawn Shop	T & B Pawn Hibbing	2530 1st Ave
Pawn Shop	North Star Pawn Virginia	233 Chestnut St
Pawn Shop	TJ Pawnshop Cloquet	1007 Cloquet Ave

List all persons who control or own an interest in excess of 5% in the business:

- 1) Thomas Anderson
- 2) Bred Bersness
- 3) Jenet Bersness
- 4) _____
- 5) _____

It is unlawful for any applicant to intentionally make a false statement or omission upon any application form. Any false statement in such application, or any willful omission to state any information called for on such application form, shall, upon discovery of such falsehood work an automatic refusal of license, or if already issued, shall render any license or permit issued pursuant thereto, void, and of no effect to protect the applicant from prosecution for violation of this Chapter, or any part hereof.

The City Administrator shall, upon receipt of each application completed in accordance herewith, forthwith investigate the truth of statements made therein and the moral character, business reputation and a criminal background check of each applicant for license to such extent as he/she deems necessary. For such investigation the City Administrator may enlist the aid of the Chief of Police. The Council shall not consider an application before such investigation has been completed. The Council may require such other information deemed necessary considering the nature of the business for which license application is made.

Applicant Signature: _____

Date: 4-14-2025



Western Surety Company

CONTINUATION CERTIFICATE

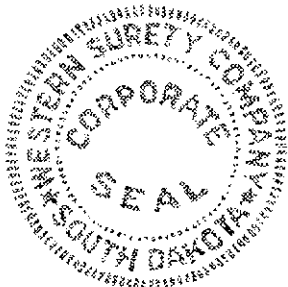
Western Surety Company hereby continues in force Bond No. 40547885 briefly described as PAWNBROKER CITY OF HIBBING,
for T & B PAWN OF HIBBING, INC., as Principal,
in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning September 20, 2024, and ending September 20, 2025, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 22nd day of August, 2024.

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



HIBBING POLICE DEPARTMENT

STEVEN ESTEY
Chief of Police

sestey@ci.hibbing.mn.us

1810 12th Avenue East
Hibbing, MN 55746

Phone 218.263.3601
Fax 218.262.0268

Date: 4-14-25

The following named individual has made application with this agency for the City of Hibbing for
Employment

(type of license/permit or for employment, name of the position with the City)

Last Name of Applicant (please print): Anderson

First Name (please print): Thomas

Middle (full)(please print): Allen

Maiden, Alias or Former (please print): _____

Date of Birth: 9/25/1960
(Month/Day/Year)

Sex (M or F): Male

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all state criminal history to the Hibbing Police Department pursuant to Minn. Stat. 299C.72.

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.

Thomas Anderson
Signature of Applicant

4/14/25
Date

1. Records obtained under the Minnesota State Statutes §299F.035 may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34)



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Temporary Liquor License Blessed Sacrament May 16, 20225



COMMUNITY FESTIVAL LICENSE TEMPORARY ON-SALE LIQUOR LICENSE

- ☐ The fee for a community festival license shall be \$35.00 per event.
☒ The fee for a temporary liquor license shall be \$35.00 per day.

Community Festival License Authorized: The Council may authorize any holder of an on-sale liquor license issued by the City to dispense intoxicating liquor off-premises at a community festival held within the City. The authorization shall specify the area in which the intoxicating liquor must be dispensed and consumed. The authorization shall not be issued unless the licensee demonstrates that it has liability insurance to cover the event.

Temporary Liquor License Authorized: Notwithstanding any provision of the City Code to the contrary, the Council may issue a license for the temporary on-sale of liquor in connection with a social event sponsored by the licensee. Such license may provide the licensee may contract with the holder of a full-year on-sale license, issued by the City, for liquor catering services.

Application: Every person desiring a license shall file with the City Administrator a written and verified application upon forms if prescribed by the proper Department of the State of Minnesota, together with such additional information as the Council may desire. If license application is not so prescribed by the State of Minnesota, then the application is submitted upon forms that are furnished by the City. Information required may vary with the type of business organization making application. All questions asked or information required by the application forms shall be answered fully and completely by the applicant. Note approval information below and reverse for additional information.

Type or Print Information

Name of Organization Blessed Sacrament Church	Date Organized 1901	Tax Exempt Number 8379417	
Street Address 2310 7th Ave E	City Hibbing	State MN	Zip Code 55746
Name of Person Making Application Susie Marchetti	Business Phone 218-262-5541	Home Phone 218-966-0899	
Dates Liquor will be sold (1 to 4 days) May 16, 2025	Type of Organization ☐ Club ☐ Charitable ☒ Religious ☐ Other Non Profit		
Organization Officer's Name Fr. Daniel Weiske, Pastor	Address 2310 7th Ave E Hibbing, MN 55746		
Organization Officer's Name Bill Manney, trustee	Address 2610 Diane Dr Hibbing, MN 55746		
Location where license will be used. If an Outdoor Area describe: St. Leo's Social Hall			
Will the applicant contract for intoxicating liquor services? If so give the name and address of the liquor license providing the service No			
Will the applicant carry liquor liability insurance? If so, the carrier's name and amount of coverage. Yes Catholic Mutual Group \$300,000 per occurrence			
APPROVAL			
Application must be submitted to the City Council Office at least 30 days prior to the event and are to be approved by the City Council			
CITY OF HIBBING		Date Approved:	
City Fee Amount:		License Dates:	
Date Fee Paid:			
Signature City Clerk		Date	



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Massage Therapy License Request Melissa Brown

CITY OF HIBBING



MASSAGE THERAPY LICENSE

Fee: Payable to the City of Hibbing

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

Message Therapist Information:

Name: Melissa A Gargano Brown
 First Middle Initial (Maiden) Last

Home Address: 2121 1st Ave. Hibbing MN 55746
 Street City State Zip

Contact Number: 218 969 6098

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

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

Business/Establishment Information:

Business Name: Synergy Health & Healing

Business Address: 2121 1st Ave. Hibbing MN 55746
 Street City State Zip

Business Phone Number: 218 969 6098

[Signature]
 Applicant Signature

4/23/25
 Date



HIBBING POLICE DEPARTMENT

STEVEN ESTEY
Chief of Police

sestey@ci.hibbing.mn.us

1810 12th Avenue East
Hibbing, MN 55746

Phone 218.263.3601
Fax 218.262.0268

Date: 4/23/25

The following named individual has made an application with this agency for the City of Hibbing for
Massage Therapy License
(type of license/permit)

Last Name of Applicant (please print): Brown

First Name (please print): Melissa

Middle (full)(please print): Anne

Maiden, Alias or Former (please print): Gargano

Date of Birth: 09/14/1982 Sex (M or F): F
(Month/Day/Year)

Social Security Number: (Optional): 472 -06-1691

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all state criminal history to the Hibbing Police Department.

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.

[Signature]
Signature of Applicant

4/23/25
Date

1. Records obtained under the Minnesota State Statutes §299F.035 may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34)



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. SABRINA FELTEN MASSAGE THERAPY

CITY OF HIBBING



MASSAGE THERAPY LICENSE

Fee: Payable to the City of Hibbing

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

Message Therapist Information:

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

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

Contact Number: 218-349-7717

aheavenlytouchmassage@hotmail.com

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

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

Business/Establishment Information: *Balance*
out of Massage Office: I rent a Room

Business Name: A Heavenly Touch massage

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

Business Phone Number: 218-349-7717

Sabrina Felten
Applicant Signature

3-20-25
Date



HIBBING POLICE DEPARTMENT

STEVEN ESTEY
Chief of Police

sestey@ci.hibbing.mn.us

1810 12th Avenue East
Hibbing, MN 55746

Phone 218.263.3601
Fax 218.262.0268

Date: 3-20-25

The following named individual has made an application with this agency for the City of Hibbing for

Massage Therapy License
(type of license/permit)

Last Name of Applicant (please print): Felten

First Name (please print): Sabrina

Middle (full)(please print): Beatrice

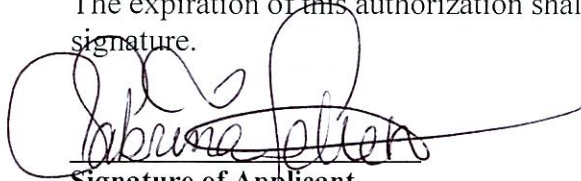
Maiden, Alias or Former (please print): Pogones

Date of Birth: 02/26/1982 Sex (M or F): Female
(Month/Day/Year)

Social Security Number: (Optional): _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all state criminal history to the Hibbing Police Department.

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.


Signature of Applicant

3-20-25
Date

1. Records obtained under the Minnesota State Statutes §299F.035 may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34)

DULUTH BUSINESS UNIVERSITY

4724 MIKE COLALILLO DRIVE
DULUTH, MN 55807

Name: Sabrina B Pogones Address: 2520 6th Ave. E
 Social... 469-13-6137 City State Zip: Hibbing, MN 55746
 Date of Birth: 02/26/82 Phone #: (218)349-7717

Status: Graduate
 Graduation Date: 03/26/09
 Degree: DIPLOMA
 Required Hrs: 792

Start Date: 07/01/08
 HS Grad Date: 06/2000

Grade History

Grade History

Course Code	Course Description	Letter Grade	Credits Attempted	Credits Earned	Course Code	Course Description	Letter Grade	Credits Attempted	Credits Earned
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Program: MESSAGE THERAPY - DIPLOMA

Enrollment Totals: GPA: 3.85

Term: SUM08	Summer Quarter 2008	From: 07/01/08	To: 09/17/08
PDV002	JOB READINESS	TR	2.00
MED101	MEDICAL TERM & ANATOMY I	TR	4.00
MTH001	FUNDAMENTAL MATHEMATICS	CR	3.00
MS150	MESSAGE TECHNIQUES I	A	3.00
COM001	FUNDAMENTAL COMMUNICATION	CR	4.00
MED214	MEDICAL LAW AND ETHICS	A	4.00
MED102	MEDICAL TERM & ANATOMY II	TR	4.00
HS150	KINESIOLOGY	A-	4.00
Term Totals:		11.00	28.00

Term GPA: 3.91 Cumulative GPA: 3.91

Term: FALL08	Fall Quarter 2008	From: 09/29/08	To: 12/17/08
CSC101	MICROCOMPUTER CONCEPTS	B+	3.00
MGT120	SMALL BUSINESS MANAGEMENT	A-	4.00
MS200	MESSAGE TECHNIQUES II	A	3.00
ONLINE	ONLINE ORIENTATION	P	0.00
Term Totals:		10.00	10.00

Term GPA: 3.68 Cumulative GPA: 3.80

Term: WTR09	Winter Quarter 2009	From: 01/05/09	To: 03/25/09
MS300	PRACTICUM	P	5.00
MS250	MESSAGE TECHNIQUES III	A	3.00
MS225	ASIAN BODYWORKS	A	2.00
HS250	FIRST AID & PATHOLOGY	A	3.00
Term Totals:		13.00	13.00

Term GPA: 4.00 Cumulative GPA: 3.85

Lisa Nagurski, Registrar. Date 3 Dec 2009



Request for Council Action

City Council Action

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Bach Yen Restaurant Transient Merchant Application



APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

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

Payable to: City of Hibbing

License Requires Council Approval

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

1. Applicant's full legal name: Amanda Eileen Campbell

2. All other names under which the applicant conducts business or to which applicant officially answers.

Bach Yen Restaurant

3. A physical description of the applicant:

Blonde
Hair Color: Blonde Height: 5'6" Weight: 150
Eye Color: hazel Distinguishing Marks/Features: tattoo's

4. Full address of applicant's permanent resident.

2030 2nd Ave E, Hibbing

5. Telephone number of applicant's permanent residence: 218-256-8749

6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.

Bach Yen Restaurant

7. Full address of applicant's regular place of business (if any).

2510 1st Ave Hibbing

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant \$ spouse's business

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

Food - Variety from Restaurant

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

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

MN - 2716-244-285-114

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

5482 CRT Amanda Campbell
48BTE 2222 CA 127975

Applicant's Signature: Amanda Campbell
Applicant's Printed Name: Amanda Campbell
Date Application Signed: 4.29.25

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____

POST
CONSPICUOUSLY

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

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$290.00
54

LICENSE NO. FBL-43300-57373 FOR THE OPERATION OF:
License Categories: Base Fee - FBL, Hospitality Fee, Mobile Food Unit

LICENSE PERIOD: July 23, 2024 THRU December 31, 2024

ISSUED TO:

Amanda Eileen Campbell
2510 1st Ave
Hibbing, Minnesota 55746

ESTABLISHMENT NAME:

Bach Yen Concessions
2510 1st Ave
Hibbing, Minnesota 55746

License Type(s): Mobile Food Unit
County: Mobile Unit



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Attachments

1. Gabby's Goodies Transient Merchant License 2025

City Council Office
401 E 21st St



APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

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

Payable to: City of Hibbing

License Requires Council Approval

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

1. Applicant's full legal name: Gabriele Gonzalez

2. All other names under which the applicant conducts business or to which applicant officially answers.

Gabby Gonzalez

3. A physical description of the applicant:

Hair Color: BRN Height: 5'6" Weight: 130 lbs Forearms / right shoulder
Eye Color: BRN Distinguishing Marks/Features: tattoos - left leg

4. Full address of applicant's permanent resident.

2106 11th Ave E, Hibbing, MN 55746

5. Telephone number of applicant's permanent residence. 218-966-5649

6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent. Gabriele Rose Gonzalez

7. Full address of applicant's regular place of business (if any).

2106 11th Ave E Hibbing MN 55746

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant. _____

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

baked goods (i.e. muffins, cookies, fudge, breads etc....)

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

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

N284-192-027-814

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

Plate: GGT432 Registration: D0418619

VIN: ~~2GNE~~2GNELEK9F6362331

Applicant's Signature: Gabriela Gonzalez

Applicant's Printed Name: Gabriela Gonzalez

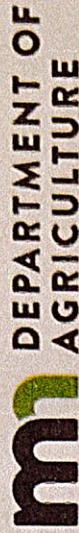
Date Application Signed: 05-02-2025

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____

REGISTERED COTTAGE FOOD PRODUCER



625 ROBERT STREET NORTH, SAINT PAUL MN 55155-2538

20274627

Registration No.

02/26/2025

Effective date

12/31/2025

Expiration date

GONZALEZ GABRIELE DBA
GABBY'S GOODIES
2106 11TH AVE E
HIBBING MN 55746

COTTAGE FOODS SALES TIER: TIER 1 \$0-7665 SALES

PRODUCTION CITY/STATE/ZIP: HIBBING/MN/55746

Carry this card with you when selling cottage food and make it available upon request.

2025

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.



Request for Council Action

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Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. DOC050525

SIGN AND OTHER STRUCTURE PERMIT SANDWICH BOARD PERMIT TO DISPLAY

Business Information:

Business Name: Bachifer Restaurant
Owner Name: Amanda Campbell
Business Address: 2510 1st Ave Hibbing MN 55746
Street City State Zip
Business Phone Number: 218-256-8749

Sign Information:

Location of Sandwich Board Placement: outside of restaurant

Dimensions of Sandwich Board: 2x3 & 8 foot Feather Flag

Hours of Display/Days of Week: Wed-Sat 11A-8P

Other Comments: _____



Request for Council Action

City Council Action

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Action Requested

Attachments

1. 2025 First Ave Mile Special Event Permit request

City of Hibbing **SPECIAL EVENT Permit Application**

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

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

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	First Avenue Mile
Date of Event:	7/11/2025
Location of Event:	First Avenue (from 21st St, 1 mile south)
Organizer:	Heather Matvey (218-969-7382)
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone: _____

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

DEPARTMENT	CHECK IN WITH CITY CONTACTS TO DISCUSS YOUR NEEDS FOR YOUR EVENT	CONTACT #
Hibbing Police Dept.	Police Chief Steve Estey	218-262-0285
Fire Department	Fire Marshal Shawn Nickila	218-421-3942
Sanitation Dept.	John Yuretich/Jim Watkins	218-362-5991
Public Works Dept.	John Yuretich/Jim Watkins	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: 1st Ave

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

After a long hiatus, this event is back for year two. An athletic competition that simultaneously fosters hometown pride and draws runners from across the range.

There will be room for all ages and paces to participate in the race, as well as some activities before and after the event.

Date of Event: July 11, 2025

Refer media or citizen inquires to:

Heather Matvey

Telephone: 218-969-7382

APPLICANT AUTHORIZATION:

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

Applicants Name & Title: **Heather Matvey - Parks & Rec Programmer**

Address: **Hibbing Memorial Building**

Mailing Address: **400 E 23rd St, Hibbing**

Affiliation: **Hibbing Parks & Rec**

Telephone: (day) 218-969-7382 (evening) _____

EVENT PRINCIPALS:

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

Name: Heather Matvey		
Organization/Business/Agency/Affiliation: Hibbing Parks & Rec		
Mailing Address: 400 E 23rd St		
Daytime Phone: 218-969-7382	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Event coordinator.		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

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

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

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE <i>(first choice)</i> : Friday, July 11, 2025
Alternate days and dates: • _____ • _____ • _____
REQUESTED HOURS OF OPERATION: From: _____ a.m. / p.m. To 5:00-9:00 pm _____ a.m. / p.m.
SET UP beginning Day and Date **Indicate the time at which any unit of an event will begin to assemble at such area Day: _____ Time: 3:30pm _____ a.m. / p.m.
Describe the number and type of animals to be used in the Event ☒ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: _____ Spectators: 150-250 200-300
**INSURANCE
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:

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

MAP (Noting the following items):

Check off below items that apply to your event.

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

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

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

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

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control. Volunteer crew will assist event organizers in set-up. Signage will clearly mark designated areas and encourage the proper flow of foot traffic. Crowd control needs should be minimal and will be handled by event staff and handled by event staff and volunteers.
If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.
If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.
☐ Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

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

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

Name of Agency: _____

Name of Representative: Hibbing Fire Department - Cheif Erik Jankila

Address: 2320 Brooklyn Drive

Phone Numbers: 218-262-6161

Indicate medical services that will provided for the event.

Medical Service

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

Medical services will be provided on an as needed basis.

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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

Vendors must be approved by the Hibbing Chamber of Commerce Jubilee Committee. Vendors are encouraged to be open for the race festivities, but not required.

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

This will be taken care of by the Jubilee Committee.

MITIGATION OF THE IMPACT ON OTHERS:

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

This event will act in partnership with the Jubilee Festival and encourage community participation with limited disturbances.

OTHER PERTINENT INFORMATION:

The planning committee will work together with former organizers of this event to continue bringing it back to its former glory. This was a popular event in the past and brought people from across the range and we are looking to have the 1st Ave Mile do the same now.



Request for Council Action

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Attachments

None



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Action Requested

Attachments

1. DRAFT LOS_City of Hibbing

[Letterhead]

April XX, 2025

Honorable Representative Stauber
145 Cannon HOB
Washington, DC 20515

Dear Representative Stauber

I write in support of the Hibbing Public Utilities Commission's application for funding through the Congressionally Directed Spending program. If awarded, funding will support critical investments in the **Hibbing Water Access, Treatment, Expansion, and Reliability Projects (Hib-WATER)**, which strengthen drinking water production, replace failing infrastructure and safeguard the health, resilience, and economic stability of our community.

Our community of Hibbing, Minnesota, is the largest of Minnesota's Iron Range, with a population of 16,000. Our residents take pride in Hibbing's heritage, strong workforce, and tight-knit community. However, our community's quality of life is increasingly threatened by the deficiencies in our aging water system. Frequent watermain breaks disrupt services to homes, businesses, and critical facilities across the city. Additionally, a production shortfall poses a real risk to the city's drinking water security. These challenges compromise not only daily convenience but also public health, economic growth, property values, and our residents' confidence in this essential service.

The Hib-WATER Projects represent a detailed and proactive solution to these challenges. Through HPU's planning and execution of these projects, our City will be ensured a reliable, safe, and efficient water system improving the quality of life for current and future residents. Over the last three years of projects, HPU has demonstrated the capability to manage and successfully complete these projects, making steady progress to the project goals.

I fully support and respectfully request your strong consideration of the Hibbing Public Utilities Commission's application for Congressionally Directed spending. Thank you for this opportunity to invest in the health, resiliency, and future of Hibbing. If you have any questions, please contact me at 218-969-3067 or email me at petehyduke@hibbingmn.gov.

Sincerely,
[Signature]

Pete Hyduke
Mayor of Hibbing



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Mineview Invite 5.9.25

THE VIEW THAT BUILT US

JOIN THE CITY OF HIBBING AT
11 A.M. FRIDAY, MAY 9,
TO CELEBRATE THE
GRAND OPENING OF THE
**HULL RUST
MAHONING MINEVIEW**

611 MCKINLEY STREET, HIBBING





Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Approve RESOLUTION TO APPLY FOR AND ACCEPT FUNDS FROM THE GREATER MINNESOTA HOUSING INFRASTRUCTURE GRANT PROGRAM

Description of Agenda Item

RESOLUTION TO APPLY FOR AND ACCEPT FUNDS FROM THE GREATER MINNESOTA HOUSING INFRASTRUCTURE GRANT PROGRAM

Strategic Initiative

WHEREAS, the City of Hibbing's 2023 Strategic Plan established a Core Strategy for a Well-Rounded, Strong Quality of Life, with an emphasis on the availability of affordable, high-quality housing; and

WHEREAS, the Strategic Plan also prioritizes a Safe, Secure, and Valued Community, in which all residents have access to stable, suitable housing; and

WHEREAS, the City's 2023 Strategic Plan further prioritizes affordable, accessible housing and a safe, inclusive community;

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the Hibbing Housing and Redevelopment Authority (HRA) has been planning to redevelop the Greenhaven housing site for several years, in collaboration with the City; and

WHEREAS, in July 2024, the City designated Parcel ID 139-0050-04676 for the HRA's workforce housing development, committing to making the site shovel-ready and conveying it at no cost; and

WHEREAS, the HRA secured funding in December 2024, prompting the City to take next steps to advance the project; and

WHEREAS, infrastructure improvements funded through the Greater Minnesota Housing Infrastructure Grant are essential to support this new housing development, enabling economic growth and enhancing community well-being.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

The local match will come from the 2024 mineral amendment.

Action Requested

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hibbing:

1. That the City of Hibbing authorizes submission of an application to the Minnesota Housing Finance Agency for the Greater Minnesota Housing Infrastructure Grant Program.
2. That, upon award, the City of Hibbing agrees to accept the grant funds and use them in accordance with applicable state regulations and the City's housing development objectives.
3. That the proper City officials are authorized to execute the grant agreement and any other related documents necessary to carry out the intent of this resolution.
4. That the sources and amounts of the local match identified in the application are committed to the project identified therein.

Attachments

None



Request for Council Action

City Council Action

Approve the LHB Proposal for Professional Services for Cobb Cook Place Street Design in an amount not to exceed \$200,000.

Description of Agenda Item

Approve the LHB Proposal for Professional Services for Cobb Cook Place Street Design in an amount not to exceed \$200,000.

Strategic Initiative

In 2023, City of Hibbing's Strategic Plan established a Core Strategy for a Well-Rounded, Strong Quality of Life, with an emphasis on the availability of affordable, high-quality housing. The Strategic Plan also prioritizes a Safe, Secure, and Valued Community, in which all residents have access to stable, suitable housing and accessible housing in a safe, inclusive community.

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

The Hibbing Housing and Redevelopment Authority (HRA) has been planning to redevelop the Greenhaven housing site for several years, in collaboration with the City. To assist in the project the City designated Parcel ID 139-0050-04676 in July of 2024 for the HRA's workforce housing development, committing to making the site shovel-ready and conveying it at no cost. When the HRA secured funding for this project in December 2024, this prompted the City to take next steps to advance the project. These infrastructure improvements, funded through the 2024 mineral amendment and (hopefully) Greater Minnesota Housing Infrastructure Grant are essential to support this new housing development, enabling economic growth and enhancing community well-being.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

The services provided by LHB and the subsequent construction of utilities will be funded by the mineral amendment and, potentially, a workforce housing infrastructure grant.

Action Requested

Approve the agreement with LHB in an amount not to exceed \$200,000 for services related to the construction of utilities for phase 1 and 2 of the HRA's workforce housing project.

Attachments

1. LHB 250225 Cobb Cook Street Proposal

Scope of Services

1. Task 1: Phase 1 Project Management

LHB will provide project management and coordination services which will include quality assurance/control of project deliverables, tracking project schedule and invoicing. This task assumes the project will span from May 2025 to August 2025 for Phase 1 (approx. 18 weeks).

- a. Services include:
 - i. Prepare and distribute project correspondence.
 - ii. Facilitate Kickoff Meeting (Virtual).
 - iii. Bi-Monthly Check-In Meetings, 5 total (Virtual).
 - iv. Coordination with housing development team.
 - v. Monitor project budget.
 - vi. Manage Quality Control and Assurance process.
 - vii. Communication with City staff and Hibbing Public Utilities.
- b. Deliverables include:
 - i. Invoicing.
 - ii. Meeting agendas and minutes.
 - iii. Project communications.

2. Task 2: Phase 1 Site investigation and Data Collection

LHB will compile site investigation materials focused on Phase 1 provided by the City including GIS information, topographic survey, property and right-of-way lines, geotechnical information, wetland delineations, record drawings and reports. We will use this data to create base mapping and inform the design.

- a. Services include:
 - i. Coordinating with City and its contractors to obtain relevant information.
 - ii. One site visit to confirm and document existing conditions.
 - iii. Generation of base mapping.

3. Task 3: Phase 1 Utility Coordination

LHB will implement the appropriate project utility coordination in accordance with MnDOT's Utility Accommodation and Coordination Manual. Work under this task will be focused on Phase 1 and includes the preparation of the utility identification, verification and relocation meetings correspondence and materials; completion of the project utility certification; and incorporation of this utility information into the final plans.

- a. Services include:
 - i. Initiate Gopher State One Call (Design Locate).
 - ii. Contact Utility Owners to request facilities mapping within project area and establish utility owner project contacts.
 - iii. Utility Information Meeting – send notification letters and preliminary plans; lead and facilitate information meeting; and prepare meeting minutes.

- iv. Review utility owner supplied information and incorporate into project plans to ensure proper mapping of existing utilities within project limits. It is assumed that the survey data of the utility field locates will be included in the City provided topographic survey.
- v. Utility Design meeting—send notification letters and updated plans to identify utility conflicts and potential relocations; lead and facilitate design meeting and prepare meeting minutes.
- vi. Request Utility Owner Relocation Plans (as needed).
- vii. Review Utility Relocation Plans (as needed).
- viii. Ensure utility information is included in plans and confirm accuracy and coordination of plans, and tabulations.
- b. Deliverables include:
 - i. Utility coordination documentation including checklists, letters, agendas, and minutes.

4. Task 4: Phase 1 Preliminary Design

LHB will provide a preliminary design layout and estimate of probable costs for the proposed street and utilities for review and approval by the City and Hibbing Public Utilities. The proposed layout will also be coordinated with the design team for the proposed housing development. This task will be focused on the Phase 1 street but will consider the future Phase 2 development.

- a. Services include:
 - i. Coordination with housing development design.
 - ii. Preliminary street and utility layout.
 - iii. Preliminary Cost Estimating.
- b. Deliverables include:
 - i. PDF of Preliminary Design Layout.
 - ii. Excel and PDF of preliminary estimate of probable costs.

5. Task 5: Phase 1 Final Design

LHB will complete final detailed design and engineering for the proposed street and utilities in Phase 1 in conformance with City of Hibbing requirements and applicable MnDOT standards. This task includes the preparation of construction drawings including a title sheet; statement of estimated quantities and supporting construction charts/tabulations; standard construction notes & details; erosion control plans; construction plan and profile; drainage profiles and cross sections. Project specific specifications are included in this task as well as the final estimate of probable costs.

- a. Services include:
 - i. Complete final biddable plan, special provisions and estimating.
- b. Deliverables include:
 - i. PDF of final signed construction drawings.
 - ii. PDF of signed special provisions.
 - iii. Excel and PDF of final estimate of probable costs.

6. Task 6: Phase 1 Bidding Assistance

LHB will provide assistance during bidding to answer contractor questions and prepare addendums (Assume 12 hours).

7. Task 7: Phase 1 Construction Observation

LHB can provide occasional construction observations and construction design assistance in 2025. This would include visiting the site during key phases of construction to ensure that the work is in conformance with the construction documents. Full time construction observation and staking services could be added as an additional service for work being completed in 2026, but is not included in this fee estimate.

- a. Services Include:
 - i. Construction Design Assistance (Assume 120 hrs, including travel time).
 - ii. Assume 12 trips to the project site during construction.
- b. Deliverables include:
 - i. Construction observation summaries and photos.

8. Additional Service Phase 2 Final Design

LHB can include the design of Phase 2 as an additional service. This is not included in the total fee, but is provided as a separate fee estimate. This additional service would include additional project management time, site and utility investigation, and complete final detailed design and engineering for the proposed street and utilities in Phase 2 in conformance with City of Hibbing requirements and applicable MnDOT standards. This task includes the preparation of construction drawings including a title sheet; statement of estimated quantities and supporting construction charts/tabulations; standard construction notes & details; erosion control plans; construction plan and profile; drainage profiles and cross sections. Project specific specifications are included in this task as well as the final estimate of probable costs.

- a. Services include:
 - i. Project management.
 - ii. Additional site investigation.
 - iii. Additional utility coordination.
 - iv. Complete final biddable plan, special provisions and estimating.
- b. Deliverables include:
 - i. Invoicing.
 - ii. Meeting agendas & minutes.
 - iii. Project communications.
 - iv. PDF of final signed construction drawings.
 - v. PDF of signed special provisions.
 - vi. Excel and PDF of final estimate of probable costs.

Assumptions

- 1. Topographic Survey will be provided by City in AutoCAD format.
- 2. Geotechnical investigation report, recommendations and borings will be provided by City.

3. Property information and right-of-way lines will be provided by City in AutoCAD format. If necessary, right-of-way plats and easement descriptions can be provided as an additional service.
4. Electrical design to be completed by Hibbing Public Utilities.
5. Wetland delineation and permitting by others.
6. Deliverables will be in PDF format. CAD files are not included as a deliverable.
7. Project will be locally funded and will not require Federal or State Aid review or approvals.
8. Services do not include:
 - a. Topographic or utility survey.
 - b. Geotechnical investigation or pavement recommendations.
 - c. Wetland delineation, permitting or environmental screening.
 - d. Public Engagement.
 - e. Property and right-of-way research and mapping.
 - f. Right-of-way or easement acquisition.
 - g. Design of electrical or telecommunication services or extensions.
 - h. Full time construction observation.
 - i. Construction observation for Phase 2.
 - j. Construction staking or material testing.

Schedule

- Task 5: Phase 1 Final Design Complete..... July 25, 2025
- Task 7: Phase 1 Construction Observation August-November 2025
- Phase 2 Final Design Complete TBD

Proposed Fee

LHB proposes a stipulated sum fee of One Hundred Twenty-One Thousand, Two Hundred Eighty-Three Dollars and Twenty Cents (\$121,283.20) including reimbursable expenses. The fee is divided as follows:

- Task 1: Phase 1 Project Management.....\$11,965
- Task 2: Phase 1 Site investigation and Data Collection\$4,715
- Task 3: Phase 1 Utility Coordination.....\$3,060
- Task 4: Phase 1 Preliminary Design.....\$7,575
- Task 5: Phase 1 Final Design\$59,295
- Task 6: Phase 1 Bidding Assistance.....\$2,160
- Task 7: Phase 1 Construction Observation\$28,730
- Phase 1 Reimbursable expenses\$3,783
- *Additional Service Phase 2 Final Design (Not included in total fee)\$68,551.40*

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact Megan Goplin at 218-249-7152 if you have any questions.

LHB, INC.



MEGAN GOPLIN, PE
CIVIL ENGINEERING MANAGER



MATT SETTERGREN, PE
VICE PRESIDENT

Attachments: Fee Estimate Worksheets

c: Names of Recipients
LHB Project No. 250225

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2025 FEE ESTIMATE WORKSHEET

Project Name Cobb Cook Street Design
Client City of Hibbing
Preparer Megan Goplin

Project Number 250225
Date April 15, 2025

Project Breakdown Task Description	P1 Project Principal	P5 Profess. Eng.	P4 Profess. Eng.	P9 Profess. Eng.	P15 Profess. Eng.	T3 Senior Tech.	T12 Tech.	T10 Admin.	T3 Senior Tech.	T5 Lead Tech.	T7 Inter. Tech.	T10 Tech.	T12 Tech.	Total Labor Costs (\$)
Task 1: Phase 1 Project Management	\$ 265	\$ 195	\$ 210	\$ 150	\$ 105	\$ 130	\$ 80	\$ 90	\$ 130	\$ 115	\$ 105	\$ 90	\$ 80	\$ 11,965.00
Work coordination (schedule tracking, communications, invoicing, etc)	1	18						9						\$ 4,585.00
Kick-off Meeting (Assume 1 Virtual)		2		1										\$ 540.00
Bi-Weekly Check-in Meetings (Assume 5 Virtual)		10		5										\$ 2,700.00
Coordination with Housing Development Team		12		12										\$ 4,140.00
Task 2: Phase 1 Site Investigation & Data Collection														\$ 4,715.00
Coordinating, reviewing & compiling data		4		1		2								\$ 1,190.00
Site Visit (Assume 1 in person)		5												\$ 975.00
Generate base map		2		4		12								\$ 2,550.00
Task 3: Phase 1 Utility Coordination														\$ 3,060.00
GSOC Map Request & incorporation into base files					1		2							\$ 265.00
Utility Identification Letters					2			4						\$ 570.00
Utility Identification Meeting (Assume 1 Virtual)		1			2									\$ 405.00
Review of Utility Owner Information					1		2							\$ 265.00
Utility Design Meeting (Assume 1 Virtual)		1			2			2						\$ 585.00
Request & Review Utility Relocation Plans		1			2									\$ 405.00
Incorporate utility information into design documents		1			2		2							\$ 565.00
Task 4: Phase 1 Preliminary Design														\$ 7,575.00
Coordination with housing design team		2		2	2	2								\$ 1,160.00
Generate preliminary layout		4		4	8	10	12							\$ 4,480.00
Cost Estimating		1			4	4	10							\$ 1,935.00
Task 5: Phase 1 Final Design														\$ 59,295.00
Title Sheet (1 Sheet)		1			2	4								\$ 925.00
General Layout (1 Sheet)					2	2	4							\$ 790.00
Construction Notes/Estimated Quantities (3 sheets)		1	1		8	8	4							\$ 2,605.00
Quantity Tabulations (6 sheets)					8	12	24							\$ 4,320.00
Typical Sections (1 sheets)		1			8	4	8							\$ 2,195.00
Construction Details (8 sheets)			2		8	12	8							\$ 3,460.00
SWPPP and Erosion Control/Turf Establishment Plan (2 sheets)					8	12	8							\$ 3,040.00
Drainage Profiles (5 Sheets)		1		20		12								\$ 4,755.00
Existing Conditions/Removals Plans (2 sheets)					6	4	10							\$ 1,950.00
Construction Plan & Profile (3 Sheets)			8	8	40	80	80							\$ 23,880.00
Cross Sections (5 Sheets)		1			8	32								\$ 5,195.00
Project Special Provisions	1	8	4					4						\$ 3,025.00
QA/QC Review	4	2	2											\$ 1,870.00
Estimating	1	2	1		4									\$ 1,285.00
Task 6: Phase 1 Bidding Assistance														\$ 2,160.00
Respond to Bidder Questions		4		2										\$ 1,080.00
Prepare Clarifications and Addenda		4		2										\$ 1,080.00
Task 7: Phase 1 Construction Observation														\$ 28,730.00
Periodic construction observation site visits (Assume 12 trips)	2	48	4	120										\$ 28,730.00
Total Hours	9	137	22	181	128	212	174	19	-	-	-	-	-	
Travel Expenses	Qty	Rate	Cost	Other Direct Expenses				Cost	Labor Cost					\$ 117,500.00
Travel Exp (Airfare, Meals, Hotel, Rental Car, Gas, etc.)			-	Mail / Delivery					Travel Costs					\$ 3,783.20
Mileage	1976	0.70	1,383.20	Printing					Direct Costs					\$ -
GPS Unit	12	200.00	2,400.00	Other										
		-	-											
		-	-											
		-	-											
		-	-											
Total Travel Costs			3,783.20	Total Direct Costs				-	Total Estimated Cost					\$ 121,283.20

**2025 FEE ESTIMATE WORKSHEET**

Project Name Cobb Cook Street Design
Client City of Hibbing
Preparer Megan Goplin

Project Number 250225
Date April 15, 2025

Project Breakdown Task Description	P1	P5	P4	P9	P15	T3	T12	T10	T3	T5	T7	T10	T12	Total Labor Costs (\$)
	Project Principal	Profess. Eng.	Profess. Eng.	Profess. Eng.	Profess. Eng.	Senior Tech.	Tech.	Admin.	Senior Tech.	Lead Tech.	Inter. Tech.	Tech.	Tech.	
	\$ 265	\$ 195	\$ 210	\$ 150	\$ 105	\$ 130	\$ 80	\$ 90	\$ 130	\$ 115	\$ 105	\$ 90	\$ 80	
Additional Service Phase 2 Final Design														
Work coordination (schedule tracking, communications, invoicing, etc)	1	12						6						\$ 3,145.00
Kick-off Meeting (Assume 1 Virtual)		2		1										\$ 540.00
Bi-Weekly Check-in Meetings (Assume 3 Virtual)		6		3										\$ 1,620.00
Coordination with Housing Development Team		12		12										\$ 4,140.00
Coordinating, reviewing & compiling data		4		1		2								\$ 1,190.00
Site Visit (Assume 1 in person)		5												\$ 975.00
Updating base map		2		4		8								\$ 2,030.00
Updated Utility Coordination		2		2	4	2	8							\$ 2,010.00
Title Sheet (1 Sheet)		1			2	4								\$ 925.00
General Layout (1 Sheet)					2	2	4							\$ 790.00
Construction Notes/Estimated Quantities (3 sheets)		1	1		8	8	4							\$ 2,605.00
Quantity Tabulations (6 sheets)					8	10	16							\$ 3,420.00
Typical Sections (1 sheets)		1			4	4	6							\$ 1,615.00
Construction Details (8 sheets)			2		4	8	4							\$ 2,200.00
SWPPP and Erosion Control/Turf Establishment Plan (2 sheets)					8	8	8							\$ 2,520.00
Drainage Profiles (5 Sheets)		1		20		12								\$ 4,755.00
Existing Conditions/Removals Plans (2 sheets)					6	4	8							\$ 1,790.00
Construction Plan & Profile (3 Sheets)			8	8	40	60	60							\$ 19,680.00
Cross Sections (5 Sheets)		1			8	24								\$ 4,155.00
Project Special Provisions	1	8	4					4						\$ 3,025.00
QA/QC Review	4	2	2											\$ 1,870.00
Estimating	1	2	1		4									\$ 1,285.00
Respond to Bidder Questions		4		2										\$ 1,080.00
Prepare Clarifications and Addenda		4		2										\$ 1,080.00
Total Hours	7	70	18	55	98	156	118	10	-	-	-	-	-	
Travel Expenses	Qty	Rate	Cost	Other Direct Expenses				Cost		Labor Cost				\$ 68,445.00
Travel Exp (Airfare, Meals, Hotel, Rental Car, Gas, etc.)			-	Mail / Delivery						Travel Costs				\$ 106.40
Mileage	152	0.70	106.40	Printing						Direct Costs				\$ -
		-	-	Other										
		-	-											
		-	-											
		-	-											
		-	-											
Total Travel Costs			106.40	Total Direct Costs				-		Total Estimated Cost				\$ 68,551.40



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Rail Crossing Agreement with BNSF for First Ave Rail Crossing



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda x

Consent Agenda

Date: 5/1/2025

Description of Agenda Item:

BNSF Rail Crossing – 1st Avenue

Strategic Initiative:

Rehabilitation of the Rail crossing on 1st Avenue north of Howard Street.

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

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

Introduction/Background/Justification/Key Issues/Legal

We are working with BNSF to rehabilitate the Rail crossings within the City of Hibbing. The next crossing that needs rehabilitation is on 1st Avenue north of Howard Street. BNSF will install a new concrete surface at the tracks along with new timber and rails. The City will be responsible for the approach paving and pavement markings.

Budgetary/Fiscal Impact:

The City cost share is half of the BNSF crossing installation, which is estimated at \$80,000. We are also responsible for the approach paving and pavement markings, which is estimated at \$20,000. We have a budgeted amount of \$100,000 for this project.

Action Requested: I am requesting that the City Council approves the attached agreement.



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20542833
Mile Post 118.901
Line Segment 238
U.S. DOT Number 061268P
Hib-Tac Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between **City of Hibbing** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at 1st Ave DOT # 061268P with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** BNSF will provide flagging protection and install one new concrete crossing surface for a width of 80 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 1st Ave DOT # 061268P. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Design and Construction of 1st Ave;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;

- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E. Provide suitable drainage, both temporary and permanent;
 - F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
 - G. Construct concrete sidewalk surface on approaches to each track, if desired; and
 - H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.
- Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000.00) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Eighty Thousand and No/100 Dollars (\$80,000.00).
- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 1st Ave DOT #'s 076012F & 076013M Street crossings during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 1st Ave DOT # 061268P Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 1st Ave DOT # 061268P and the new crossing surface on both sides of the track.

- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

City of Hibbing

By: _____

Printed Name: _____

Title: _____



Exhibit A



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction of the railroad crossing surface approaches and associated traffic control at 1st Ave (DOT # 061268P) in Hibbing, MN.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify The City of Hibbing and Railway's Manager Public Projects, telephone number 763-782-3476 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20542833.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor

must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Tyrel Antonich at (406) 672-9242 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to **The City of Hibbing** and must not be undertaken until approved in writing by the Railway, and until **The City of Hibbing** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for

protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by The City of Hibbing for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's

property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eRailsafe.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster Steve Muellner (telephone 715-394-1235)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway for the Project will be borne by **BNSF**.
 - **1.05.03d** The average train traffic on this route is 1 freight trains per 24-hour period at a timetable speed 10 MPH and N/A passenger trains at a timetable speed of N/A MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to

contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on

Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Steve Mueller (715-394-1235)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment:	_____				
5. Driver's License No (and state) or other ID:	SSN (required): _____				
6. Name (last, first, mi):	_____				
7. Address:	_____	City:	_____	St:	_____
				Zip:	_____
8. Date of Birth:	_____	and/or Age:	_____	Gender:	_____
		(if available)			
Phone Number:	_____	Employer:	_____		
9. Injury:	_____		10. Body Part:	_____	
	(i.e., Laceration, etc.)			(i.e., Hand, etc.)	
11. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
☐	First Aid Only				
☐	Required Medical Treatment				
☐	Other Medical Treatment				

13. Dr. Name: _____ Date: _____					
14. Dr. Address:					
Street: _____		City: _____	St: _____	Zip: _____	
15. Hospital Name: _____					
16. Hospital Address:					
Street: _____		City: _____	St: _____	Zip: _____	
17. Diagnosis:					



EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, with the **CITY OF HIBBING** for the performance of certain work in connection with the following project: reconstruction of the railroad crossing surface approaches and associated traffic control at 1st Ave (DOT # 061268P) in Hibbing, MN. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the **CITY OF HIBBING** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS,**



EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) **TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) **INSURANCE**



Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.



No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.



A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.



If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes



(together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

1) **EXHIBIT "C" CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.



2) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Steve Muellner (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor Legal Name

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Invoice for Lindquist Rd Lift Station generator



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda x

Consent Agenda

Date: 1/11/24

Description of Agenda Item:

Lindquist Road Lift Station Generator

Strategic Initiative:

The Lindquist Road lift station rehab was completed in fall of 2024. This generator will complete the update on this lift station and ensure a continuous power supply when an outage occurs.

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

Public Works Foreman James Watkins: jimwatkins@hibbingmn.gov 218-403-5732

Introduction/Background/Justification/Key Issues/Legal

Attached is an invoice from HM Cragg in the amount of \$26,804.90.

Budgetary/Fiscal Impact

This was budgeted for 2025 in the amount of \$32,000

Action Requested: Approve the invoice from HM Cragg in the amount of \$26,804.90



INVOICE

Invoice #: CD99002025
Invoice Date: 02/27/2025
Invoice Due Date: 03/29/2025
Order #: 233161
Order Date: 12/06/2024
Coordinator: Katie Lynch
Customer #: 1001205

PO Box 860914
Minneapolis, MN 55486-0914
(952) 884-7775

Tax ID: 41-0948899

Sold To:
CITY OF HIBBING
ATTN: ACCOUNTS PAYABLE
401 E 21ST ST
HIBBING, MN, 55746

Ship To:
CITY OF HIBBING
1505 East Howard Street
HIBBING, MN, 55746

Tracking #:

Drop Ship Tracking #:

Customer P.O.:	Ship Via:	Ship Date:	Delivery Terms:	Terms:
WWCS (SIGNED QUOTE)	Vendor Assigned Carrier	01/02/2025	FOB Origin DS Prepay & Add	Net 30 Days

Item:	Ordered QTY:	List Price:	Sale Price:	Net Total:
35KW GENERATOR SG035 3016607610	1	\$ 26,804.90	\$ 26,804.90	\$ 26,804.90
Generac Extended Warranty EXT WARRANTY	1	\$ 0.00	\$ 0.00	\$ 0.00
Freight Allowed FREIGHT ALLOWED	1	\$ 0.00	\$ 0.00	\$ 0.00

Charge Description:	Total:
Internal Startup	\$ 0.00

Notes:

Net: \$ 26,804.90

602-43-3259-530
for Wobbe



INVOICE

Invoice #: CD99002025
Invoice Date: 02/27/2025
Invoice Due Date: 03/29/2025
Order #: 233161
Order Date: 12/06/2024
Coordinator: Katie Lynch
Customer #: 1001205

PO Box 860914
Minneapolis, MN 55486-0914
(952) 884-7775

Tax ID: 41-0948899

Tax:	\$	0.00
Total	\$	26,804.90

*All orders are subject to HM Cragg Terms and Conditions

<https://www.hmcragg.com/wp-content/uploads/2022/02/HMC-2022-02-Terms-and-Conditions.pdf>

*Payments made after due date may be subject to a late fee service charge.

Pay by ACH: paybyach.hmcragg.com

*If you would like to pay via credit card (subject to 3% service charge) go to <https://creditcard.hmcragg.com>



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Res-25-05-01 Storm Sewer Work CSAH 57



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda x

Consent Agenda

Date: 4/30/2025

Description of Agenda Item:

25-05-01

Resolution – Storm Sewer work on CSAH 57 (1st Avenue) at 42nd Street

Strategic Initiative:

To reconstruct a failing storm sewer.

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

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

Introduction/Background/Justification/Key Issues/Legal

St. Louis County will be reconstructing the storm sewer on CSAH 57 (1st Avenue) at the 42nd Street intersection. St. Louis County needs city council consent to perform any work on the county road system within Hibbing city limits.

Budgetary/Fiscal Impact: None

Action Requested: Approve the attached resolution.



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ordinance 449 Proposed Taxi Cab Amendment

4/17/25

ORDINANCE NO. 449, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 6 ENTITLED "OTHER BUSINESS REGULATION AND LICENSING", BY AMENDING SECTION 6.28 ENTITLED 'TAXICABS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 6.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. There shall be added a new subparagraph 8 to paragraph E "Prerequisites to license" of Subd. 2 entitled "Taxicab driver's license" of Section 6.28 "Taxicabs", to read as follows:

Section 6.28 Taxicabs
Subd. 2 Taxicab Driver's License
E. Prerequisites to License

"8. Along with the form from the City, the Applicant must provide a site plan as to where any off street parking shall take place with respect to said business. Said site plan shall also be provided to the Building Official who shall approve said site plan before an Applicant's application will be submitted to the City of Council.

- a. It is specifically recognized that no taxicab license shall have more than four (4) vehicles on the premises whether they be cabs, owners' private vehicles or employee's personal vehicles at any one time when said taxicab business is located out of a residential property within the City's urban district. That no more than six (6) vehicles may be on the premises if said taxicab business is located within the City but outside the City's urban district. None of the vehicles of the owner or its employees may be on the street."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 6.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after the date following such publication.

Adopted by the City Council of Hibbing, Minnesota, this ____ day
of April, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

ATTEST:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

City Attorney

(Published in the Hibbing Tribune on _____, 2025.
Affidavit of Publication attached.)



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Approve this Conditional Use Permit request.

Description of Agenda Item

Approve a Conditional Use Permit request of the City of Hibbing, 401 East 21st St. Hibbing, MN 55746 to allow for the construction of a new Public Safety Building, in the R-1, Single Family Residence District, which is permitted only with a Conditional Use Permit.

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 Conditional Use Permit.

Budgetary/Fiscal Impact

None.

Action Requested

Approve this Conditional Use Permit request.

Attachments

1. May 5th PC resolution COH CUP

DATE: May 5, 2025

REF. #: CU 25-01

BY MEMBER: C. Lubovich

RESOLUTION

WHEREAS, Hibbing Planning Commission held a public hearing on this date for a Conditional Use Permit request of Hibbing Solar LLC, 333 Broadway, Suite 460, Troy, NY 12180, and on behalf of owners St. Louis County - Environmental Services 201 South 3rd Ave. West, Virginia, MN 55792, to allow for the development of land at the Hibbing Landfill and surrounding areas for a Solar Farm, in the O, Open Space District, and the Hibbing City Code of Ordinances, which is permitted only with a Conditional Use Permit on the subject property, 4001 Landfill Rd., Hibbing, MN 55746 (SW ¼ of NE ¼ Section 23 Township 57 Range 21 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 with the following conditions:

- This Conditional Use shall be valid for 3 years from the date of City Council approval without actual construction work being conducted on the site.
- This Conditional Use shall become void if after 3 years Hibbing Solar LLC has not begun construction of the Solar Farm.

MEMBER C. Lubovich moved the adoption of the resolution, G. Smith 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 May 5, 2025.

No Seal



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



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Catch basin & manhole supplies bid



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda x

Consent Agenda

Date: 1/11/24

Description of Agenda Item:

Catch Basin and Manhole supplies.

Strategic Initiative:

Construction season is approaching, and we are running low on grates, catch basin and manhole structures as well as manhole covers

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

Public Works Foreman James Watkins: jimwatkins@hibbingmn.gov 218-403-5732

Introduction/Background/Justification/Key Issues/Legal

Attached is quote from Ess Brothers supply in the amount of \$9,609.00. for construction supplies

Budgetary/Fiscal Impact

This was budgeted for 2025 under Waste Collections Systems in the amount \$12,000.00

Action Requested: Approval to purchase supplies from Ess Brothers Supply

Ess Brothers and Sons, Inc.

9350 County Road 19
MN 55357

Phone # 763-478-2027

Fax # 763-478-8868 www.essbrothers.com

DATE	QUOTE #
4/14/2025	B9519

CITY	PROJECT NAME	QUOTED BY	ENGINEER	BID DATE
HIBBING	STOCK	DAVID		

BID ITEM	DESCRIPTION	QTY	COST	WEIGHT	TOTAL
	R-2390-0003 (301)Type C Grate only	12	264.00	97	3,168.00T
	R-1733-2004 4" Frame only	12	246.00	102	2,952.00T
	301 Reversible 3" Frame Only	5	264.00	60	1,320.00T
	27 Slope Adj Ring 3/4-1 1/2 (79 Pallet)	10	27.00	5	270.00T
	R-5901-F CB (R-1792-FG) (5900-0009 / 5901-0003)	3	433.00	177	1,299.00T
	Shipping & Handling (Quoted Freight is estimated)	1	600.00	1	600.00T
			0.00%		0.00

	TOTAL	\$9,609.00
--	--------------	------------

HDPE Rings, Pro Rings, and Seals are non refundable.
Please order accordingly.

SIGNATURE _____

PROJECT # _____

Quantities are approximate, changes could alter price.
Freight is estimated on one single shipment and is estimated on the day of the quote. Invoiced freight will be based on the actual freight based on the day shipped.
***QUOTES VALID FOR 14 DAYS!!!!!!
***SPECIAL ORDER ITEMS ARE NON-RETURNABLE
Contractor is responsible for correct sales tax & items
If a Bond is required, it will be charge back to the client



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Class 5 bid Shain & Sons



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes: Class 5 quote

Main Agenda x

Consent Agenda _____

Date: 4/30/2025

Description of Agenda Item:

2025 Class 5 Crushing

Strategic Initiative:

The City currently does not have Class 5 for our gravel Roads. We currently maintain 98 miles of gravel roads within the City.

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

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

Introduction/Background/Justification/Key Issues/Legal

Attached is a quote from Shain & Sons to crush 10,000 tons of Class 5 to maintain our gravel roads. The City has not had class 5 crushing since 2022. I talked to 3 other area contractors for quotes for crushing and they all currently only crush for themselves.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact:

The quote amount is \$92,857.00 for 10,000 tons or 7,142 yards of Class 5. We currently have \$80,000 budgeted for this purchase, we can make up the difference with the savings from our City paving project.

Action Requested: Requesting council approval

Paul Shain & Sons
 409 Itasca Avenue
 Hibbing, Minnesota 55746
 (218) 262-3667

00663

SOLD BY G.S.		DATE 3-6-25	
NAME City of Hibbing) Jessie Story			
ADDRESS Proposal For Class 5			
CASH	C.O.D.	CHARGE	ON ACCT.
	Yds. Black Dirt		
	Yds. Class 5		
	Sand		
	Yds. Gravel		
	Yds. Loam		
	Yds. Fill		

10,000 Ton Class 5
= 7,142 yds x \$13.00 yd
\$ 92,857.00



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. J&M Displays 2025-2027



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of May, 2025, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Hibbing, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 11, 2025 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 15,000 in full by May 5, 2025 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by June 11, 2025 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 12, 2025 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.