



## **AGENDA**

### **Pre-Agenda Meeting Monday, January 6, 2020 at 4:30 p.m. Large Conference Room City Hall - Hermantown Governmental Services Building**

**Pre-agenda:** The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

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### **City Council Meeting January 6, 2020 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building**

#### **Invitation to participate:**

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

#### **Order of discussion**

- 1. Reading of the resolution title by Mayor**
- 2. Motion/Second**
- 3. Staff Explanation**
- 4. Initial Discussion by City Council**
- 5. Mayor invites public to speak to the motion (3 minute rule)**
- 6. Follow up staff explanation and/or discussion by City Council**
- 7. Call of the vote**

**CITY OF HERMANTOWN  
AGENDA**

**Pre-Agenda Meeting Monday, January 6, 2020 at 4:30 p.m.  
Large Conference Room  
Hermantown Governmental Services Building**

**City Council Meeting January 6, 2020 at 6:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
  - A. **2019-250** John Mulder, City Administrator  
TO: Mayor & City Council  
RE: Essentia Wellness Center Oversight Committee
  - B. **2019-251** John Mulder, City Administrator  
TO: Mayor & City Council  
RE: Attorney & Prosecution Services
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
  - A. **Minutes** - Approval or correction of [December 16, 2019 City Council Continuation Minutes](#)
  - B. **Accounts Payable** – Approve general city warrants from December 16, 2019 through December 31, 2019 in the amount of \$962,752.98

**C. Motions**

- a. Appointment of Official Newspaper – Hermantown Star
- b. Appointment of Depositories – Multi Bank Securities; Wells Fargo Securities, RBC Dain Rauscher; US Bank; PMA Financial Network, Inc.; National Bank of Commerce; 4-M Fund; TD Ameritrade Institutional (Custodian)/Ehlers Investment Partners (Advisor)
- c. Appointment of Mayor Boucher as the city’s designated representative to the Hermantown Area Chamber of Commerce
- d. Appointment of Councilor Geissler and Mayor Boucher to serve on the Hermantown Volunteer Fire Department Relief Association with Councilor Nelson as alternate
- e. Appointment of Mayor Boucher as City Representative on the Metropolitan Interstate Committee with David Bolf, City Engineer on the Technical Advisory Committee with City Administrator as alternate
- f. Appointment of the following for a three-year term:

**Planning & Zoning Commission**

Chad Scott

**Board of Appeals & Adjustments**

Cyndy Reno  
Joe Peterson  
Michael Boese

**Park Board**

Michael Miller

**Utility Commission**

Jim Samberg

**D. Resolutions**

**2020-01**      Resolution Appointing Councilor Geissler As Acting Mayor

**2020-02**      Resolution Appointing Council Ex Officio Members to The Board Of Appeals & Adjustments; Park Board; Planning & Zoning Commission; Utility Commission And Liaisons To The Fire Department and Airport Zoning Board

	<u>2019</u>	<u>2020</u>
Board of Appeals & Adjustments	Councilor Nelson	
Park Board	Councilor Peterson	
Planning & Zoning Commission	Councilor Schmidt	
Utility Commission	Councilor Geissler	
Fire Department	Mayor Boucher	
Airport Zoning Board	Councilor Geissler	

**2020-03**      Resolution Authorizing And Directing Mayor Wayne Boucher And City Administrator John Mulder To Sign Checks And Drafts For The City Of Hermantown With Alternates Acting Mayor Geissler And Director Of Finance & Administration Kevin Orme

**2020-04**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Northland Consulting Engineers, LLP (City Engineer Services)

**2020-05**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Arrowhead Regional Development Commission

(motion, roll call)

**10. MOTIONS**

**11. ORDINANCES**

A.      **2020-01**      An Ordinance Title 2 Of The Hermantown City Code By Amending The Official Zoning Map

First Reading

**12. RESOLUTIONS** (*Roll call will be taken only on items required by law and items requiring 4/5's votes, all others can be done by voice vote.*)

A.      **2019-208**      Resolution Approving Final Planned Unit Development For The Arbours On Maple Grove Development

(motion, roll call) (*Requested to be tabled until January 21, 2020*)

B.      **2019-209**      Resolution Approving Preliminary Plat Of The Arbours At Maple Grove Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions

(motion, roll call) (*Requested to be tabled until January 21, 2020*)

C.      **2020-06**      Resolution Approving Pay Request Number 18 For The Essentia Wellness Center To McGough Construction Co. LLC In The Amount Of \$158,378

(motion, roll call)

D.      **2020-07**      Resolution Approving Wage Rates For Part Time Employees In 2020

(motion, roll call)

E.      **2020-08**      Resolution Awarding Contract For Utility Tractor To Duluth Lawn & Sport, Inc. In The Amount Of \$33,409.13 For The Essentia Wellness Center

(motion, roll call)

- F.**     **2020-09**     Resolution Awarding Contract For A Vacuum/Hydro Excavation Unit Trailer To Trenchers Plus, Inc. In The Amount Of \$114,189.00 Plus Applicable Taxes And Fees

(motion, roll call)

- G.**     **2020-10**     Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Cooperative Agreement Between St. Louis County And The City Of Hermantown For 2020 Road Striping CP 0000-369583

(motion, roll call)

- H.**     **2020-11**     Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For 2020 Road Improvement District No. 531 & No. 532

(motion, roll call)

- 13.**    **RECESS**

**DATE: 2020**

**TO: City Council Members**

**FROM: John Mulder, City Administrator**

**RE: Correspondence**

Enclosed in your packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall. You are provided with the summary so that you may request a full copy of any correspondence article of interest to you. Bonnie & I have copied only the correspondence that we believe to be of special interest.

JM

## CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>	<u>FILE</u>
11/26/2019	19-239	MN Rural Water	City of Hermantown	Request of Letter or Email of Support	11/26/2019	
12/2/2019	19-240	Jenny Bourbonais, St. Louis County	City of Hermantown	Public Hearing 12/12/2019 of Proposed Short Term Rental Standards & Amendments	11/22/2019	
12/2/2019	19-241	Community Water Supply Unit, MN Department of Health	City of Hermantown	Sample Analysis Results for Public Water Supply	11/22/2019	
12/9/2019	19-242	Lori Blair, Minnesota Rural Water	City of Hermantown	Minnesota Rural Water Association's 36th Annual Conference	12/4/2019	
12/11/2019	19-243	Charles Curry, Outside Plant Damage Recovery Division	City of Hermantown	Damaged Facility, Mediacom, 4960 Miller Trunk Hwy.	11/26/2019	
12/13/2019	19-244	Marianne Bohren, WLSSD	Minnesota Pollution Control Agency	Discharge Monitoring Report	12/12/2019	
12/17/2019	19-245	Wayne Boucher, Mayor & City Council	Hermantown.us	The Arbours Development	12/16/2019	
12/18/2019	19-246	Kathy Leners, AT&T	John Mulder, City Administrator	FA 10125089/Hermantown	12/12/2019	
12/31/2019	19-247	Kimberly Maki, Attorney	St. Louis County District Court	City of Hermantown v. Godmare Properties, LLC et al.	12/23/2019	
12/31/2019	19-248	Kimberly Maki, Attorney	St. Louis County District Court	Affidavit of Kimberly J. Maki Regarding Payment and Deposit of Appraised Value	12/23/2019	
12/31/2019	19-249	Stacy Melcher, Senior Planner, St. Louis County Land & Minerals Dept.	City of Hermantown	November 7, 2019 Tax Forfeited Parcels	12/26/2019	
12/31/2019	19-250	John Mulder, City Administrator	Wayne Boucher, Mayor & City Council	Essentia Wellness Center Oversight Committee	12/31/2019	
12/31/2019	19-251	John Mulder, City Administrator	Wayne Boucher, Mayor & City Council	Attorney & Prosecution Services	12/31/2019	

City Council Agenda Report  
January 6, 2020

Communications  
Agenda Item: 6-A

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator



**DATE:** December 31, 2019

**Meeting Date:** 1/06/20

**SUBJECT:** Essentia Wellness Center  
Oversight Committee

**Agenda Item:** 6-A

**Communications**

### **REQUESTED ACTION**

**Looking for suggestions of names of possible oversight committee members.**

### **BACKGROUND**

The Use and Operations Agreement with the Y, the lease agreement with Essentia Health, and the Memorandum of Understanding with the School District all refer to an oversight committee for the Essentia Wellness Center. The language from the Y Use and Operations agreements states:

**Section 23.1. Oversight Committee.** There will be six (6) members of the Oversight Committee, one (1) of whom will be the School Superintendent or his/her designee; one (1) of whom will be the City Administrator or his/her designee; one (1) of whom will be selected by the YMCA; one (1) of whom will be selected by Essentia; and two (2) of whom will be selected from the region served by the Project by the members selected by Essentia, School, YMCA and City.

I am asking the City Council for names of possible community members that could serve as the two people to be selected by this committee.

### **SOURCE OF FUNDS (if applicable)**

### **ATTACHMENTS**



City Council Agenda Report  
January 6, 2020

Communications  
Agenda Item: 6-B

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator



**DATE:** December 31, 2019

**Meeting Date:** 1/06/20

**SUBJECT:** Attorney & Prosecution  
Services

**Agenda Item: 6-B**

**Communications**

#### **REQUESTED ACTION**

**No Action required at this time.**

#### **BACKGROUND**

As you know, we have been looking at possible alternatives to the current arrangements for City Prosecution and City Attorney services. We had concerns about the current prosecutions. We have discussed this with the current prosecuting attorney, and they have appeared to correct the immediate situation. Given that, there is no longer for a change to happen in the very near future.

However, the issue of transitioning the City Attorney still needs to be addressed. As I had stated in my memo of November 25, 2019, we have three main goals as started looking at this issue:

We have three main goals as we begin this process:

1. Deal with the immediate need for prosecution services
2. Develop a transition plan to bring on a different attorney (to potentially handle both prosecution and city attorney services) in as seamless way possible.
3. Ensure a successful transition – finding the right firm or person is a critical factor as we move forward.

Those goals remain, with the exception that the need for prosecution services is not an immediate need now that we have caught up with backlog of cases. This issue does need to be addressed, and I hope to have a plan doing forward presented to the City Council in the first quarter of 2020.

There are no revised contracts on the agenda for approval, as both the City Attorney contract and the Prosecution services contract automatically renew with the same terms, but have a termination provision if either party wishes to terminate the contract.

#### **SOURCE OF FUNDS (if applicable)**

#### **ATTACHMENTS**

CITY OF HERMANTOWN  
CITY COUNCIL CONTINUATION MEETING  
December 16, 2019  
6:30 p.m.

**Pledge of Allegiance**

**ROLL CALL:** Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher

**CITY STAFF:** John Mulder, City Administrator; Bonnie Engseth, City Clerk; Eric Johnson, Community Development Director; Jim Crace, Chief of Police; Joe Wicklund, Communications Manager; Paul Senst, Public Works Director; City Engineer; Steve Overom, City Attorney

**ABSENT:**

**VISITORS:** 77

**ANNOUNCEMENTS**

Mayor Boucher addressed the audience on when public input is allowed during the meeting.

**PUBLIC HEARINGS**

**Lindahl Road Bridge Removal**

**NOTICE OF PUBLIC HEARING ON  
LINDAHL ROAD BRIDGE REMOVAL**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the council chambers of Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, December 16, 2019 to consider the removal of the Lindahl Road Bridge.

The City Council will receive input on a proposal to close Lindahl Road to through traffic by removing the bridge over the Midway River and creating a dead end at that location.

Such persons as desire to be heard with reference to the proposed project will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.

Authorized by the City Council.

Gordon Halverson, 3601 Lindahl Rd. – He spoke in favor of the removal of the bridge.

Jamie LePage, 4071 Lavaque Rd. – He commented about a fire department concern for water in the area.

Public hearing closed at 6:40 p.m.

## **Old Hwy 2 Closure**

### **NOTICE OF PUBLIC HEARING ON THE CLOSING OF OLD HWY 2**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the council chambers of Governmental Services Building, 5105 Maple Grove Road, Hermantown,

Minnesota, at 6:30 p.m. on Monday, December 16, 2019 to consider the closing of Old Hwy 2.

The City Council will receive input on a proposal to close Old Hwy 2, the intersection at Hwy 2 and Morris Thomas Road. Old Hwy 2 will become a dead end off of Midway Road and there will be no through traffic to Hwy 2 and/or Morris Thomas Road.

Such persons as desire to be heard with reference to the proposed project will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.

Authorized by the City Council.

Chris Ellian, 6134 Morris Thomas Rd. – He opposed the closing of Old Hwy 2. He stated it is a widely used road.

Todd Pelkey, 3609 Midway Rd. – He opposed the closing of Old Hwy 2. He stated it should be fixed, not closed as it is an important access road for the Adolph area.

Public hearing closed at 6:54 p.m.

## **COMMUNICATIONS**

Communications 2019-229 through and including 2019-242 were read and placed on file.

## **PRESENTATIONS**

## **PUBLIC DISCUSSION**

## **CONSENT AGENDA**

Motion made by Councilor Geissler, seconded by Councilor Nelson to approve the Consent Agenda which includes the following items:

- A. Approve December 2, 2019 City Council Minutes and December 9, 2019 Work Session Minutes.
- B. Approve general city warrants from December 1, 2019 through December 15, 2019 in the amount of \$675,998.73
- C. Approve the following Tobacco License Renewal Applications effective from January 1, 2020 through December 31, 2020 contingent upon complete applications being received: Adolph Store, 3710 Midway Rd; Stokkes Liquor, 3706 Midway Rd; Chalet Lounge, 4833 Miller Trunk Hwy; Pure Pleasure/Dima Corp, 5193 Miller Trunk Hwy; Hermantown General Store, 5105 Morris Thomas Rd; Hermantown Liquor Store, 5115 Miller Trunk Hwy; Holiday #68/Applegreen Midwest, 4221 Haines Rd; Holiday Stationstores LLC

#190, 4795 Miller Trunk Hwy; Kwik Trip, Inc. #220, 4978 Miller Trunk Hwy; Kwik Trip, Inc. #216, 4805 Miller Trunk Hwy; Kwik Trip, Inc. #572, 4145 Haines Rd; Korner Store, 4704 Hermantown Rd; Midway Calumet, 5691 Hwy 2; Fleet Farm, 4165 Loberg Ave; Fleet Farm Fuel, 4181 Loberg Ave; Sam's Club, 4743 Maple Grove Rd; Speedway #4602, 5601 Miller Trunk Hwy; Walmart Stores, Inc., 4740 Loberg Ave; Lake Effect Vapor, 4120 Richard Ave.

Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

## **MOTIONS**

Motion made by Councilor Peterson, seconded by Councilor Nelson to approve the new Massage Establishment License for Infinity Massage & Wellness LLC effective January 1, 2020 through December 31, 2020.

Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

Motion made by Councilor Nelson, seconded by Councilor Schmidt to approve the new Massage Therapist Licenses for the following therapists employed by Infinity Massage & Wellness LLC effective January 1, 2020 through December 31, 2020: Angel Burslie, Elizabeth Chiu, Christine Daniel, Andrea Elden, Olivia Engebretsen, Mandy Felknor, Amber Hunt, Tammie Lundgren, Anna Meintz, Lynn O'Connor, Suvi Persons, Alyssa Sarberg, Madisson Simmons, Sarma Stumbris, Jason Wade, Michelle Wall, and Lauren Williams.

Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

## **ORDINANCES**

## **RESOLUTIONS**

**2019-203**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With Troy's Towing D/B/A USA Towing & Recovery For Wrecker Service And Vehicle Storage For The City Of Hermantown Police Department

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2019-203, Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With Troy's Towing D/B/A USA Towing & Recovery For Wrecker Service And Vehicle Storage For The City Of Hermantown Police Department. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

**2019-204**      Resolution Authorizing And Directing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From The Essentia Wellness Center/Hermantown Schools Campus To The Hermantown Government Services Complex

Motion made by Councilor Peterson, seconded by Councilor Schmidt to adopt Resolution 2019-204, Resolution Authorizing And Directing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From The Essentia Wellness Center/Hermantown Schools Campus To The Hermantown Government Services Complex. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

**2019-205**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Permanent Easement Agreement In The Amount Of \$45,450.00

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2019-205, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Permanent Easement Agreement In The Amount Of \$45,450.00. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

**2019-206**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Permanent Easement Agreement And A Temporary Easement Agreement In The Amount Of \$74,550.00

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2019-206, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Permanent Easement And A Temporary Easement Agreement In The Amount Of \$74,550.00. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

**2019-207**      Resolution Awarding Contract For A John Deere Snow Blower To Minnesota Equipment Not To Exceed \$17,345.34

Motion made by Councilor Nelson, seconded by Councilor Schmidt to adopt Resolution 2019-207, Resolution Awarding Contract For A John Deere Snow Blower To Minnesota Equipment Not To Exceed \$17,345.34. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

**2019-208**      Resolution Approving Final Planned Unit Development For The Arbours On Maple Grove Development

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2019-208, Resolution Approving Final Planned Unit Development For The Arbours On Maple Grove Development.

More than 70 people were present for this matter. The following people spoke in opposition to the project or the current proposed project design; their main concerns are density, height, traffic and safety.

Brent Fadum, 4025 Lavaque Rd.  
Joanna Warmington, 5134 Maple Grove Rd.  
Owen Lyons, 5143 W. Arrowhead Rd.  
Sam Clark, 4337 Lavaque Rd.  
Jill Erickson, 5103 Beaver Creek Rd.  
Carol Bonde, 5124 Beaver Creek Rd.  
Connie Bloom, 5167 Lavaque Jct. Rd.  
Brian Seim, 5128 Beaver Creek Rd.  
Marlene Van Loon, 5192 Lavaque Jct. Rd.  
Michael Kopyy, 5124 Beaver Creek Rd.

Chris Anderson, 5134 Maple Grove Rd.  
Theresa Theobald, 3747 Lavaque Rd.  
Steve Johnson, 3659 Getchell Rd.  
Jamie LePage, 4071 Lavaque Rd.  
Ashley Brooks, 4194 Lavaque Rd.  
Leah Seim, 5128 Beaver Creek Rd.  
Dave Wahlberg, 4338 Jamie Dr.  
Doug Olsen, 5326 Splitrail Dr.

Following discussion, Councilor Geissler withdrew original motion, Councilor Peterson withdrew second.

Motion made by Councilor Geissler, seconded by Councilor Peterson to TABLE Resolution 2019-208, Resolution Approving Final Planned Unit Development For The Arbours On Maple Grove Development. Motion carried.

**2019-209**      Resolution Approving Preliminary Plat Of The Arbours At Maple Grove Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions

Motion made by Councilor Schmidt, seconded by Councilor Nelson to TABLE Resolution 2019-209, Resolution Approving Preliminary Plat Of The Arbours At Maple Grove Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions. Motion carried.

**2019-210**      Resolution Approving Change Order No. 1 Part 2 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2019-210, Resolution Approving Change Order No. 1 Part 2 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

**2019-211**      Resolution Approving Change Order No. 1 In The Amount Of \$8,385.00 And The Final Pay Request To Maguire Iron, Inc. In The Amount Of \$120,401.70

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2019-211, Resolution Approving Change Order No. 1 In The Amount Of \$8,385.00 And The Final Pay Request To Maguire Iron, Inc. In The Amount Of \$120,401.70. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

**2019-164**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With Clear Vision Builders LLC

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2019-164, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With Clear Vision Builders LLC. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

Doug Olsen, 5326 Splitrail Dr. – He thanked the council and staff for their efforts on this project.

City Council Continuation Meeting

December 16, 2019

Page | 6

Motion made by Councilor Schmidt, seconded by Councilor Nelson to recess the meeting at 8:52 p.m.

Motion carried.

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Mayor

ATTEST:

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Clerk

CITY OF HERMANTOWN

CHECKS #65239-65368  
12/16/2019 -12/31/2019

PAYROLL CHECKS

Electronic Checks - #72915-72952 84,869.36

LIABILITY CHECKS

Electronic Checks - #72847-#72853 64,226.91

Printed Check #65303 886.40

Printed Checks #65304-65311 65,928.22

Printed Check #65316 1,053.78

**PAYROLL EXPENSE TOTAL**

**\$216,964.67**

ACCOUNTS PAYABLE

Checks - #65239-65302 281,719.05

Checks - #65312-65313 2,140.50

Checks - #65314-65315 24,700.00

Checks - #65317-65368 429,315.47

Electronic Payments - #99973-99976 7,913.29

**ACCOUNTS PAYABLE TOTAL**

**\$745,788.31**

**TOTAL**

**\$962,752.98**



Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement ACH prmt	178.17	-99976
101	421100	Police Administration	EMPOWER RETIREMENT	Cops 10hr Comp to HCSP	2,996.70	-99975
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Esterbrooks	50.47	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Enright	37.57	-99974
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Mulder	1,048.80	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Sorensen	62.60	-99974
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Senst	60.01	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	1,449.68	-99974
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Orme	39.86	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	319.90	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Sorensen	199.00	-99974
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Senst	67.42	-99974
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Dec First Bankcard Vatne	217.49	-99974
411	452200	Community Building	FIRST BANKCARD	Dec First Bankcard Orme	112.26	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Marsolek	124.00	-99974
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	59.33	-99974
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Mulder	500.00	-99974
601	494300	Water Distribution	FIRST BANKCARD	Dec First Bankcard Senst	11.63	-99974
101	421100	Police Administration	EMPOWER RETIREMENT	Pfeiffer 10 hrs comp to HCSP	378.40	-99973
101	421100	Police Administration	DINEHERY FENCE INC	Fence for Prop Room Items (PD)	750.00	0
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	Nov Boarding	570.00	65239
101	419100	Community Development	ARROWHEAD REGIONAL DEVELOPMENT	Planning Assist 3rd Installmen	9,625.00	65240
101	419100	Community Development	COMMISSIO	Planning Assist 2nd Installmen	9,625.00	65240
101	421100	Police Administration	ARROWHEAD REGIONAL DEVELOPMENT	Cell Phones (PD)	1,222.07	65241
602	494900	Sewer Administration and General	COMMISSIO	Tablets (PW)	76.46	65241
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones (PW)	87.57	65241
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones (PW)	55.87	65241
601	494400	Water Administration and General	AT&T MOBILITY	Tablets (PW)	38.23	65241
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones (PW)	131.36	65241
101	431100	Street Department	AT&T MOBILITY	Cell Phones (PW)	175.09	65241
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones (PW)	45.65	65241
101	421100	Police Administration	ATLAS BUSINESS SOLUTIONS INC	Software License	345.60	65242
101	421100	Police Administration	AXON ENTERPRISE INC	Taser	141.00	65243
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	22.14	65244
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	22.14	65244
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	22.13	65244

Check # is between 65239 and 65368 or ck # is between -99976 and -99973

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	74.81	65245
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2	63.98	65245
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	65246
101	431100	Street Department	CINTAS CORPORATION	Uniforms	46.48	65246
101	431901	City Garage	CINTAS CORPORATION	Supplies	20.33	65246
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	65246
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.68	65246
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at PD/FD	30.72	65246
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	65246
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65246
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65246
101	431901	City Garage	CINTAS CORPORATION	Uniforms	10.80	65246
601	494300	Water Distribution	CORE & MAIN LP	Supplies	1.83	65246
230	465100	HEDA	CREATIVE ARCADE	H2O Check Valves	336.00	65247
101	415300	Administration & Finance	CUNNINGHAM, DANA	Website Launch	7,750.00	65248
601	494400	Water Administration and General	CUSTOMER ELATION INC	Renewal CPA Certificate	102.00	65249
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Dec Answering	45.26	65250
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Dec Answering	30.17	65250
240	432510	Trunk Sewer Construction	DEPARTMENT OF NATURAL RESOURCES	Software Install/Printer Setup	164.00	65251
402	431160	Street Lighting	DEPARTMENT OF TRANSPORTATION	License -Sect 24 Trunk Sewer S	947.00	65252
101	452200	Community Building	DOORCO, INC.	MNDOT Partner Agreement	2,480.25	65253
101	415300	Administration & Finance	ENGWALL FLORISTS	Door Repair - Old PW Shop	125.00	65255
275	452200	Community Building	ESC SYSTEMS SOUND AND LIFE SAFETY	Flowers- Debbie Funeral	109.99	65256
460	431150	Street Improvements	EXPRESS INVESTORS OF DULUTH, LLC	Monitoring EWC Oct 19- Sept 20	600.00	65257
460	431150	Street Improvements	EXPRESS INVESTORS OF DULUTH, LLC	Second half TIF Payment	8,893.20	65258
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Second half TIF Payment	32,648.96	65258
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Tracer Wire Parts	104.97	65259
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Aurora Pump Seal Kit Return	-294.64	65259
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrants	10,480.41	65259
101	431100	Street Department	FURTHER	Hydrant Plugs	56.21	65259
101	415300	Administration & Finance	FURTHER	Monthly Participant Fee Dec	4.75	65260
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant Fee Dec	11.60	65260
101	419100	Community Development	FURTHER	Monthly Participant Fee Dec	2.95	65260
601	494400	Water Administration and General	FURTHER	Monthly Participant Fee Dec	0.95	65260
602	494900	Sewer Administration and General	FURTHER	Monthly Participant Fee Dec	3.12	65260
101	421100	Police Administration	FURTHER	Monthly Participant Fee Dec	4.68	65260
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Monthly Participant Fee Dec	40.15	65260
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Nov Locates	85.62	65261
				Nov Locates	57.08	65261

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica	124.59	65262
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal	165.76	65263
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage/Recycling	272.89	65263
101	421100	Police Administration	HERMANTOWN STAR LLC	Dog/Cat License Ad	74.75	65264
101	421100	Police Administration	HERMANTOWN STAR LLC	Police Secretary Ad	33.00	65264
101	421100	Police Administration	HERMANTOWN STAR LLC	Wrecker Service Ad	37.12	65264
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ordinance 2019-15 -med cannibu	99.00	65264
101	421100	Police Administration	HOLIDAY COMPANIES	Nov Car Washes	30.00	65265
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	534.84	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,323.79	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	388.53	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	552.16	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	619.98	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	881.63	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	598.65	65266
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	651.42	65266
101	419100	Community Development	JOHNSON, ERIC	6 month Phone Reimbursement	150.00	65267
101	419100	Community Development	JOHNSON, ERIC	Misc Mileage	26.10	65267
101	431100	Street Department	KTM PAVING INC	Asphalt Patch-H2O break/stormw	4,017.67	65268
601	494300	Water Distribution	KTM PAVING INC	Asphalt Patch-H2O break/stormw	2,678.45	65268
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas (PW)	165.70	65269
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas (Street)	356.69	65269
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Car Wash (PW)	9.00	65269
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash (PD)	70.00	65269
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas (PW)	248.55	65269
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas (PD)	2,864.31	65269
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas (Building)	187.48	65269
601	494300	Water Distribution	LEIBEL, GLEN M	Reimburse/Align H25/Johnson Fr	60.00	65270
101	431100	Street Department	MAVO CONCRETE SAWING SERVICES, INC.	Saw Cutting Midway/Arrowhead	300.00	65271
275	452200	Community Building	MEDIACOM	EWC- Cable TV	166.00	65272
275	452200	Community Building	MEDIACOM	EWC- Phones	496.30	65272
275	452200	Community Building	MEDIACOM	EWC- Direct Internet- Fiber	2,048.98	65272
275	452200	Community Building	MEDIACOM	EWC- Internet	364.40	65272
101	421100	Police Administration	MENARD INC	PD- Util Knife	6.99	65273
101	431901	City Garage	MENARD INC	Hose Parts	14.36	65273
101	431100	Street Department	MENARD INC	Aluminum Scoop Shovels	103.96	65273
101	422902	Firehall #2 Morris Thomas Road	MENARD INC	Grit -FH #2	9.98	65273
101	419901	City Hall & Police Building Maintenance	MENARD INC	CH -Misc	29.41	65273

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422903	Firehall #3 Midway Road	MENARD INC	Grit -FH #3	9.98	65273
101	431100	Street Department	MENARD INC	Brine Equip Parts	6.99	65273
101	421100	Police Administration	METRO SALES INC	Copier Rental	502.45	65274
461	431150	Street Improvements	MILLS PROPERTIES, INC.	2nd half City FF Taxes	21,478.45	65275
461	431150	Street Improvements	MILLS PROPERTIES, INC.	2nd half City FF Taxes	44,935.59	65275
240	432510	Trunk Sewer Construction	MN BOARD OF WATER & SOIL RESOURCES	Sec 24 Wetland Credits	5,507.46	65276
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	236.97	65277
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	41.35	65277
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	270.83	65277
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas	372.15	65277
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	169.27	65277
602	494500	Sewer Maintenance	MN POWER	Electric Install Ugstad Rd Lif	1,770.00	66278
601	494400	Water Administration and General	MN POWER	Electricity	148.59	65279
602	494900	Sewer Administration and General	MN POWER	Electricity	571.72	65279
605	431160	Street Lighting	MN POWER	Electricity (Roundabout)	16.46	65279
605	431160	Street Lighting	MN POWER	Electricity Traffic Lights	660.89	65279
101	419901	City Hall & Police Building Maintenance	MN POWER	Electricity (CH)	2,100.96	65279
101	452100	Parks	MN POWER	Electricity	181.89	65279
601	494400	Water Administration and General	MN POWER	Electricity-Water	450.92	65279
101	422903	Firehall #3 Midway Road	MN POWER	Electricity	67.86	65279
101	422902	Firehall #2 Morris Thomas Road	MN POWER	Electricity	75.65	65279
605	431160	Street Lighting	MN POWER	Electricity Street Lights	258.51	65279
101	422901	Firehall #1 Maple Grove Road	MN POWER	Electricity (FH1)	1,343.24	65279
275	452200	Community Building	MN POWER	Electricity - EWC	8,458.42	65279
101	431901	City Garage	MN POWER	Electricity	247.65	65279
101	452100	Parks	MN POWER	Electricity - Little League	18.01	65279
605	431160	Street Lighting	MN POWER	Electricity -Street Lights	314.81	65279
101	431901	City Garage	MN POWER	Electricity	14.87	65279
101	452200	Community Building	MN POWER	Electricity	430.13	65279
602	494900	Sewer Administration and General	MN POWER	Electricity	99.06	65279
101	431100	Street Department	NAPA AUTO PARTS	DEF/Washer Fluid	117.40	65280
101	431100	Street Department	NAPA AUTO PARTS	Airline Antifreeze for Trailer	6.99	65280
101	431100	Street Department	NAPA AUTO PARTS	Wiper Blades	27.02	65280
101	431100	Street Department	NAPA AUTO PARTS	Fluorescent Light Fixture Fuse	1.54	65280
101	431100	Street Department	NAPA AUTO PARTS	Fluid Filter	191.76	65280
101	431100	Street Department	NAPA AUTO PARTS	Wiring/ Coupling	5.90	65280
101	431100	Street Department	NAPA AUTO PARTS	Fluid Filter Oil	23.97	65280
101	431100	Street Department	NAPA AUTO PARTS	Lightbulb & Threadlocker	91.51	65280

Fund Account	Department	Vendor Name	Description	Amount	Check #
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Business Cards/Envelopes	50.17	65281
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Post Its/Paper/Markers	68.72	65281
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Toner	87.99	65281
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	File Folders	53.74	65281
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Monitor Stands/Foot Rest	90.20	65281
101 415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Legal Pads	33.20	65281
101 419100	Community Development	NORTHERN BUSINESS PRODUCTS	Name Plate- Ouellette	18.15	65281
602 494500	Sewer Maintenance	NORTHERN STATES SUPPLY INC	Extension Cord	26.00	65282
101 431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts and Bolts	159.47	65282
601 494300	Water Distribution	NORTHERN STATES SUPPLY INC	Extension Cord	26.00	65282
101 452200	Community Building	NORTHERN STATES SUPPLY INC	Annual Maint. Community bldg	146.30	65282
411 452200	Community Building	NORTHLAND FIRE & SAFETY INC	EWC-Cross Trainer Machines(2)	13,090.00	65283
101 415300	Administration & Finance	NUSTEP, LLC	Reimb-Xmas party supplies-Sams	26.96	65285
101 415300	Administration & Finance	ORME, KEVIN	Reimb-Sams Club Paper	59.96	65285
101 415300	Administration & Finance	ORME, KEVIN	Phone Stipend July-Dec	150.00	65285
101 421100	Police Administration	ORME, KEVIN	Paper Rolls	106.50	65286
101 421100	Police Administration	PAPER ROLL PRODUCTS	CCTV	78.66	65287
101 431100	Street Department	PER MAR SECURITY SERVICES INC	Cutting Torch Oxygen/Flints	43.54	65288
101 431100	Street Department	PRAXAIR DISTRIBUTION INC	Cylinder Rent/Safe Env Fee	28.57	65288
601 494300	Water Distribution	PRAXAIR DISTRIBUTION INC	Tires H25-Glens Truck	898.04	65289
101 421100	Police Administration	PRO TIRE	2019 Everbridge Billing	2,492.60	65290
601 494400	Water Administration and General	ST LOUIS COUNTY AUDITOR	Special Assessments	7.00	65291
603 441100	Storm Water	ST LOUIS COUNTY AUDITOR	Special Assessments	50.00	65291
602 494500	Sewer Maintenance	ST LOUIS COUNTY AUDITOR	Avail Charges/Ugstad Lift Stat	230.00	65292
411 452200	Community Building	ST LOUIS COUNTY RECORDERS OFFICE	EWC Plaque	1,394.86	65293
101 419901	City Hall & Police Building Maintenance	SUMMIT SIGNS	Dec Maintenance	237.85	65294
101 452200	Community Building	TELCOLOGIX	Dec Maintenance	10.05	65294
101 431901	City Garage	TELCOLOGIX	Dec Maintenance	16.75	65294
101 422901	Firehall #1 Maple Grove Road	TELCOLOGIX	Dec Maintenance	70.35	65294
475 431150	Street Improvements	TKDA	Rd Reconstruct Proj Engineerin	7,464.41	65295
475 431150	Street Improvements	TKDA	Rd Reconstruct Proj Engineerin	7,899.91	65295
101 415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease/Toshiba	145.57	65296
602 494500	Sewer Maintenance	TRI-STATE PUMP & CONTROL	Lift Station Repair Parts Oakr	3,143.62	65297
101 421100	Police Administration	TROY'S BP AMOCO INC	Veh Maint 20	404.15	65298
101 421100	Police Administration	TROY'S BP AMOCO INC	Tires 15	669.96	65298
101 421100	Police Administration	TROY'S BP AMOCO INC	Tires 20	717.84	65298
101 421100	Police Administration	TROY'S BP AMOCO INC	Tires 21	585.96	65298
101 431100	Street Department	VEIT DISPOSAL SYSTEMS - NORTH	Yearly Dumpster Debris	703.36	65299

Fund Account	Department	Vendor Name	Description	Amount	Check #
101 415300	Administration & Finance	WICKLUND, JOE	Reimb Standard Annual Web Host	300.00	65300
602 494500	Sewer Maintenance	WLSSD	Wastewater Charges 8420	38,904.00	65301
602 494500	Sewer Maintenance	WLSSD	2018 Adjustment 8420	273.00	65301
240 432510	Trunk Sewer Construction	WSB & ASSOCIATES, INC.	Trunk Sewer Spur #20	704.00	65302
101 134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Insurance/Jones	4.50	65312
101 421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives (Jan)	1,324.80	65313
101 134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives (Jan)	811.20	65313
240 432510	Trunk Sewer Construction	NORTHWOODS PROPERTIES INC	File #69DU-CV-19-1503	20,700.00	65314
240 432510	Trunk Sewer Construction	SIXTH JUDICIAL DISTRICT	File #69DU-CV-19-1503	4,000.00	65315
101 421100	Police Administration	AXON ENTERPRISE INC	Taser Plan	591.66	65317
101 214000	Security Deposits Payable	BILLMAN CONSTRUCTION INC	Driveway Ref 4280 Heartwood Ln	250.00	65318
101 214000	Security Deposits Payable	BILLMAN CONSTRUCTION INC	Driveway Ref 4933 Wild Rose Tr	250.00	65318
101 214000	Security Deposits Payable	BILLMAN CONSTRUCTION INC	Driveway Ref 4278 Heartwood LN	250.00	65318
601 494400	Water Administration and General	BLACK MOUNTAIN SOFTWARE INC	CASS Certification	50.00	65319
602 494900	Sewer Administration and General	BLACK MOUNTAIN SOFTWARE INC	CASS Certification	50.00	65319
101 431100	Street Department	BOBCAT OF DULUTH INC	Skid Steer Repairs	428.30	65320
411 419100	Community Development	BRAUN INTERTEC CORPORATION	EWC- Vapor Mitigation	2,950.00	65321
101 214000	Security Deposits Payable	CALZION CONSTRUCTION	Driveway Ref 4305 Sugar Maple	250.00	65322
101 431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	27.64	65323
602 494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	27.64	65323
601 494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	27.64	65323
101 422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	74.81	65324
101 431901	City Garage	CINTAS CORPORATION	Supplies	20.33	65325
101 431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65325
101 419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at PD/FD	30.72	65325
101 431901	City Garage	CINTAS CORPORATION	Mats @ PW	2.10	65325
101 431100	Street Department	CINTAS CORPORATION	Uniforms	25.68	65325
101 431901	City Garage	CINTAS CORPORATION	Mats @ PW	20.58	65325
101 431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	60.42	65325
101 419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	65325
101 431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65325
101 431901	City Garage	CINTAS CORPORATION	Supplies	1.83	65325
101 431100	Street Department	CINTAS CORPORATION	Uniforms	25.68	65325
601 494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Nov Water Charges	44,880.33	65326
101 431100	Street Department	CW TECHNOLOGY GROUP INC	ArcGIS Setup	116.92	65327
602 494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	ArcGIS Setup	194.88	65327
601 494400	Water Administration and General	CW TECHNOLOGY GROUP INC	ArcGIS Setup	194.88	65327
603 441100	Storm Water	CW TECHNOLOGY GROUP INC	ArcGIS Setup	77.94	65327

12/31/2019

Fund Account	Department	Vendor Name	Description	Amount	Check #
101 419100	Community Development	CW TECHNOLOGY GROUP INC	ArcGIS Setup	194.88	65327
101 419901	City Hall & Police Building Maintenance	DALCO	Restroom Supplies	184.12	65328
101 422901	Firehall #1 Maple Grove Road	DOORCO, INC.	Door Repair FH #1	180.00	65329
101 431901	City Garage	DOORCO, INC.	PW -Door Repair	420.00	65329
602 494500	Sewer Maintenance	DSC COMMUNICATIONS	2 way Portable Radios	696.25	65330
601 494300	Water Distribution	DSC COMMUNICATIONS	2 way Portable Radios	696.25	65330
101 431100	Street Department	DSC COMMUNICATIONS	Radio in HO	1,339.05	65330
101 421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES	Vehicle Lighting Unit 12	884.12	65331
601 494300	Water Distribution	FERGUSON WATERWORKS #2516	Locating Boxes	109.95	65332
602 494500	Sewer Maintenance	FERGUSON WATERWORKS #2516	Locating Boxes	109.95	65332
601 494300	Water Distribution	GOODIN COMPANY INC	Valves	89.42	65333
101 431100	Street Department	H & L MESABI	Cutting Edges	1,312.50	65334
603 441100	Storm Water	HERMANTOWN STAR LLC	Water/Sewer/Stormwater Rate	29.70	65335
101 411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Resolution 2019-195	99.00	65335
602 494900	Sewer Administration and General	HERMANTOWN STAR LLC	Water/Sewer/Stormwater Rate	44.55	65335
101 411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Resolution 2019-196 Mailbox	165.00	65335
101 411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	PH Closing Old Hwy 2	82.50	65335
601 494400	Water Administration and General	HERMANTOWN STAR LLC	Water/Sewer/Stormwater Rate	74.25	65335
603 441100	Storm Water	HERMANTOWN STAR LLC	PH Lindahl Rd Bridge Removal	82.50	65335
101 421100	Police Administration	KOLAR	Vehicle Maintenance	1,326.47	65336
101 214000	Security Deposits Payable	KUKLIS, JIM	Driveway Ref 4285 Heartwood Ln	250.00	65337
411 419100	Community Development	LHB INC	EWC #38	4,972.50	65338
101 431100	Street Department	LIFTPRO	Tow Straps	468.59	65339
240 494300	Water Distribution	MAGUIRE IRON, INC	Water Tower Reconditioning	132,101.70	65340
240 432510	Trunk Sewer Construction	MAPLE GROVE ESTATES LTD PARTNERSHIP	Section 24 Sewer Trnk Easement	74,550.00	65341
101 431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Loader Rent-Snow Storm 12/3-9	2,250.00	65342
101 431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	MG Rent Snow Storm 12/01-28	10,500.00	65342
101 431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	LoaderRent-Snow Storm 12/10-16	2,250.00	65342
602 494900	Sewer Administration and General	MEDIACOM	Internet PW	56.07	65343
275 452200	Community Building	MEDIACOM	EWC - line for elevator	201.35	65343
101 419901	City Hall & Police Building Maintenance	MEDIACOM	Telephone CH	375.51	65343
601 494400	Water Administration and General	MEDIACOM	Internet PW	37.38	65343
101 431100	Street Department	MEDIACOM	Internet PW	93.45	65343
101 431100	Street Department	MEDIACOM	Phone PW	22.05	65343
101 422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FH #1	40.98	65343
101 422901	Firehall #1 Maple Grove Road	MEDIACOM	Telephone FH#1	93.88	65343
101 419901	City Hall & Police Building Maintenance	MEDIACOM	internet CH	163.92	65343
601 494400	Water Administration and General	MEDIACOM	Phone PW	8.82	65343

12/31/2019

Fund	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.23	65343
101	431901	City Garage	MENARD INC	Roof Rake	48.97	65344
101	431901	City Garage	MENARD INC	Furnace Filters	130.83	65344
101	431100	Street Department	MENARD INC	Check Valve for H4	6.07	65344
101	431100	Street Department	MENARD INC	Post Mount	23.84	65344
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas-EWC	6,967.44	65345
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	77.59	65345
411	419100	Community Development	MN POLLUTION CONTROL AGENCY	EWC- Petroleum Brownfields Rei	562.50	65346
605	431160	Street Lighting	MN POWER	Electricity-Overhead St Lights	295.12	65347
605	431160	Street Lighting	MN POWER	Electricity- Street Lights	305.44	65347
605	431160	Street Lighting	MN POWER	Electricity- Street Lights	435.36	65347
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Dec Internet	524.16	65348
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Dec Internet	131.04	65348
101	419901	City Hall & Police Building Maintenance	NEXTEC SYSTEMS	Lobby digital signage	989.83	65349
101	431901	City Garage	NORTHERN STATES SUPPLY INC	Safety Glasses	199.63	65350
101	431901	City Garage	NORTHERN STATES SUPPLY INC	Nuts/Bolts	9.26	65350
601	494300	Water Distribution	NORTHERN STATES SUPPLY INC	Flash Lights	699.93	65350
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	2019 General Engineering	5,590.00	65351
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trunk Sewer Spur	2,017.50	65351
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Munger Trail Connector	160.00	65351
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Jackson Estates	232.50	65351
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lindahl Rd Bridge Assessment	2,395.00	65351
240	494300	Water Distribution	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown WT Reconditioning	130.00	65351
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Rd Reconditioning	2,130.00	65351
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Alexander,Johnson,Carlson,Port	4,030.00	65351
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Section 24 Trk Sewer Easement	45,450.00	65352
101	415300	Administration & Finance	OLIVER, KENT AND DEBRA	CPA License Renewal Reimburse	43.00	65353
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Plaisted, Oliver, Frye	77.00	65354
101	419100	Community Development	OVEROM LAW, PLLC	DAEDA - Foxborough	140.00	65354
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	98.00	65354
475	431150	Street Improvements	OVEROM LAW, PLLC	Portland, Johnson Rd Easements	1,837.00	65354
475	431150	Street Improvements	OVEROM LAW, PLLC	2020 Street Project	175.00	65354
230	465100	HEDA	OVEROM LAW, PLLC	2016 HEDA Strategic Planning	28.00	65354
101	419100	Community Development	OVEROM LAW, PLLC	2019 Airport Zoning Amendment	21.00	65354
101	419100	Community Development	OVEROM LAW, PLLC	Clear Vision Development	45.00	65354
101	419100	Community Development	OVEROM LAW, PLLC	Jackson Estates 4th Addition	60.00	65354
411	419100	Community Development	OVEROM LAW, PLLC	EWC	3,995.00	65354
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	348.00	65354



Fund Account	Department	Vendor Name	Description	Amount	Check #
602 494500	Sewer Maintenance	OVEROM LAW, PLLC	Sewer Lateral I&I Pt of Sale I	89.00	65354
602 494500	Sewer Maintenance	OVEROM LAW, PLLC	Ugstad Rd Lift Station	35.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	Mailbox Support Ordinance	286.00	65354
230 465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	91.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	Oppidan Developments	120.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	Communications Policy	126.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals	49.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	Zoning Violation Procedures	77.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	HFCU Access Issue Matters	111.00	65354
240 432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Section 24 Eminent Dom/Condemn	77.00	65354
230 465100	HEDA	OVEROM LAW, PLLC	HEDA Sale Ethan Allen Bldg	496.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	Flag Lot Matters	28.00	65354
240 494300	Water Distribution	OVEROM LAW, PLLC	Water Tower Painting Issues	28.00	65354
101 416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	65354
101 419100	Community Development	OVEROM LAW, PLLC	Arbours at Maple Grove	1,825.00	65354
601 494400	Water Administration and General	OVEROM LAW, PLLC	AT&T WT Lease Amendments	14.00	65354
601 494400	Water Administration and General	PRO PRINT INC	Utility Dep Envelopes	242.38	65355
602 494900	Sewer Administration and General	PRO PRINT INC	Utility Dep Envelopes	161.59	65355
101 415300	Administration & Finance	PRO PRINT INC	Envelopes	156.01	65355
101 431100	Street Department	RUHNKE INC	Sand Haul for Rd Salt/Sand	629.80	65356
101 415300	Administration & Finance	SAM'S CLUB DIRECT	Misc Supplies	136.24	65357
101 421100	Police Administration	SAM'S CLUB DIRECT	Misc Supplies	87.32	65357
101 431100	Street Department	SAM'S CLUB DIRECT	Misc Supplies	49.94	65357
601 494300	Water Distribution	SATHERS, LLC	Sand Ticket #15467	2,475.00	65358
101 214000	Security Deposits Payable	SKORCO, INC.	Driveway Ref 5039 White Pine S	250.00	65359
601 494400	Water Administration and General	TKDA	CAD Mapping	900.00	65360
602 494500	Sewer Maintenance	TKDA	Ugstad Rd Lift Station	3,067.37	65360
101 421100	Police Administration	TROY'S BP AMOCO INC	Tires 14	611.96	65361
101 421100	Police Administration	TROY'S BP AMOCO INC	Veh Maint 14	170.75	65361
230 465100	HEDA	TRUENORTH FLAG AND FLAGPOLES	Banners in Marketplace	3,600.00	65362
251 421100	Police Administration	USA TOWING & RECOVERY	Tow DWI Forf ICR19199624	65.00	65363
251 421100	Police Administration	USA TOWING & RECOVERY	Tow DWI Forf ICR19192163	65.00	65363
260 456101	Cable	WALDNER, LARS	Cable TV Coordinator	625.00	65364
401 421100	Police Administration	WATCHGUARD VIDEO	Software and Setup	2,670.00	65365
602 494500	Sewer Maintenance	WLSSD	Wastewater Charges 8420	38,908.00	65366
602 494500	Sewer Maintenance	WLSSD	2018 Adjustment 8420	274.00	65366
101 431100	Street Department	ZIEGLER INC	Maintenance PM Service	776.25	65367
101 431100	Street Department	ZIEGLER INC	Repair Air Conditioner	757.54	65367

Fund Account	Department	Vendor Name	Description	Amount	Check #
602 494900	Sewer Administration and General	PETTY CASH	Mileage/Janice Oct-Dec	13.22	65368
101 415300	Administration & Finance	PETTY CASH	Bakery 4 Square Meeting	11.90	65368
601 494400	Water Administration and General	PETTY CASH	Mileage/Janice Oct-Dec	19.84	65368

Totals: 343 records printed

745,788.31

**Resolution No. 2020-04**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR  
AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT  
FOR PROFESSIONAL SERVICES WITH NORTHLAND CONSULTING ENGINEERS, LLP  
(CITY ENGINEERING SERVICES)**

WHEREAS, the City is in need of engineering services during 2020; and

WHEREAS, an Agreement for Professional Services between the City of Hermantown and Northland Consulting Engineers, LLP with respect to such services is attached hereto; and

WHEREAS, the City Council has duly considered the attached Agreement for Professional Services and believes that it is in the best interests of the City of Hermantown for it to enter into such Agreement with Northland Consulting Engineers, LLP

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Agreement for Professional Services attached hereto between the City of Hermantown and Northland Consulting Engineers, LLP.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF HERMANTOWN  
(CITY ENGINEER SERVICES - INDEPENDENT CONTRACTOR)

Dated: January \_\_\_\_\_, 2020

THIS AGREEMENT is by and between the CITY OF HERMANTOWN, MINNESOTA, a statutory city under the laws of the State of Minnesota, hereinafter referred to as "City", and NORTHLAND CONSULTING ENGINEERS, LLP, hereinafter referred to as "City Engineer" in response to the following situation:

- A. Engineering services will from time to time be needed by the City.
- B. The City desires that City Engineer provide such engineering services to it as its City Engineer.
- C. City Engineer is willing to provide such engineering services to the City as its City Engineer.

NOW, THEREFORE, the City and the City Engineer do mutually agree as follows:

1. Services to be Performed.

1.1 The engineering services to be performed shall be the responsibility of David Bolf.

1.2 City Engineer shall provide engineering services to the City as its City Engineer including the services described in Exhibit A attached hereto.

1.3 City Engineer will prepare preliminary engineering reports for projects for which City intends to utilize the provisions of Chapter 429 of the Minnesota Statutes ("429 Projects"). City Engineer acknowledges that there are statutory required special rules that must be followed with respect to 429 Projects and agrees to follow such rules which are described on Exhibit B attached hereto.

1.4 The City Administrator shall be responsible for the day-to-day administration of this contract. City Engineer will perform services described on Exhibit A upon receipt of an email or other written communication from the City Administrator authorizing and requesting that the engineering services be performed. City will not be obligated to pay for engineering services performed by the City Engineer that are not authorized and requested by the City Administrator.

2. Personnel.

City Engineer will secure, at its own expense, all personnel required to perform the engineering services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the City.

3. Assignability.

City Engineer shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

4. Contract Period.

This Agreement shall be effective as of January 1, 2020 and shall continue until December 31, 2020 unless sooner terminated as provided in paragraph 5 hereof.

5. Termination of Contract.

Either the City Engineer or the City may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the City Engineer under this contract shall be delivered to the City and City Engineer shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. Independent Contractor.

The relationship between the City Engineer and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer-employee relationship between the City and City Engineer.

7. Standard of Performance and Insurance.

All services to be performed by the City Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. City Engineer shall obtain and maintain at their cost and expense:

7.1 Comprehensive general liability insurance that covers the City Engineer services performed by City Engineer for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the City Engineer services performed by City Engineer for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

7.3 Worker's compensation insurance covering City Engineer (if an individual) all of City Engineer's employees with overages and limits of coverage required by law.

City Engineer shall indemnify and hold harmless City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities, and damages arising out of the performance of his/her/its services hereunder.

City Engineer certifies that City Engineer is in compliance with all applicable worker's compensation laws, rules and regulations. Neither City Engineer (if an individual) nor City Engineer's employees and agents will be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of City Engineer and any claim made by any third party as a consequence of any act or omission on the part of City Engineer or any employee of City Engineer are in no way City's obligation or responsibility. By signing this Agreement, City Engineer certifies that City Engineer is in compliance with these laws and regulations.

City Engineer shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that City Engineer has the insurance required by this Agreement in full force and effect. City shall be named as additional insurance under the policy(ies) describes in Section 7.1 above. The insurer of all policies will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City Engineer shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy(ies).

City Engineer shall require any subcontractor permitted by City under Section 3 hereof to perform work for City to have in full force and effect the insurance coverage required of the City Engineer under this Agreement before any subcontractor(s) begin(s) work for the City Engineer or City. City Engineer shall require any such subcontractor to provide City Engineer and City a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. City Engineer and City shall be named as additional insured under such policies described in Section 7.1. The insurer of all policies will provide a thirty (30) written notice to City and City Engineer, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidences by said certificate(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City and City Engineer, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and City Engineer shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of City and City Engineer as an additional insured and requiring that the foregoing required notice of

cancellation material alteration or non-renewal be provided to City and City Engineer by the insurance company providing such insurance policy(ies).

8. Special Projects.

City Engineer and City may, by separate agreement, identify special projects for which the services of the City Engineer are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the City Engineer in connection with such special projects.

9. Compensation.

City Engineer shall be compensated for the services to be performed hereunder as set forth in Exhibit C. Engineer shall submit to the City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

10. Confidentiality.

City Engineer agrees that, at all times, both during the term of this Agreement and after the termination of this contract, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by an applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

11. Intellectual Property Rights.

For the purposes of this contract, Project Materials means copyrights and all works developed in the performance of this contract, including, but not limited to, the finished product and any deliverables, including any software or data whether in written or electronic format.

Project materials do not include any materials that City Engineer developed, acquired or otherwise owned or had a license to use prior to the date of this contract.

All Project Materials are agreed by City Engineer to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, City Engineer hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under federal law.

City Engineer shall provide City with copies of all Project Materials.

Upon request by City Engineer, City may authorize City Engineer to use specified Project Materials to evidence City Engineer's progress and capability. In all such uses of Project Materials by City Engineer, reference shall be made to City and the Project and that the Project Materials are owned by City.

City Engineer also acknowledges and agrees that all names and logos provided to City Engineer by City for use in connection with the Project are and shall remain the sole and exclusive property of City.

12. Notices.

Any notice required to be given under this contract shall be deemed sufficient if in writing, sent by mail to the last known office address of City Engineer, or to City at 5105 Maple Grove Road, Hermantown, MN 55811.

13. Miscellaneous.

This contract constitutes the sole and complete agreement relating to the subject matter of this contract between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and property executed.

14. No Contractual Authority.

City Engineer shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

15. Data Practices Act.

City Engineer acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

City Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by City Engineer in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to City Engineer and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If City Engineer receives a request to release the data referred to in this Section, City Engineer must immediately notify City and consult with City as to how City



Engineer should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if City Engineer denies access to the data, that City Engineer's response references the statutory basis upon which City Engineer relied. City Engineer does not have a duty to provide public data to the public if the public data is available from City.

16. Choice of Law and Venue.

All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of Duluth, County of St. Louis, State of Minnesota.

17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

18. Work For Others

City Engineer agrees to comply with the provisions of Rule 1805.0300 of the Minnesota Code of Agency Rules. A copy of such rule is attached hereto as Exhibit D.

City Engineer shall advise the Hermantown City Council in writing prior to accepting any work within the City of Hermantown and obtain the permission of the City Council prior to accepting any such work. If the City Council believes that the provisions of Rule 1805.0300 are applicable with respect to such proposed work, then City Engineer shall not accept the proposed work.

The following work has been identified as work that would violate the foregoing prohibitions and accordingly the City Engineer is prohibited from accepting such work within the City of Hermantown:

18.1 Any plat for another party within the City of Hermantown.

18.2 Any work for another party within the City of Hermantown that involves any road, waterline or sewerline that will be dedicated to the City of Hermantown.

18.3 Any civil engineering work for another party that is done in satisfaction of any conditions imposed on any permit issued the City of Hermantown.

18.4 Any civil engineering work for another party where such work is subject to inspection by the City of Hermantown.

18.5 Any civil engineering work for other clients within City if the City Engineer would be required to review the work performed for the other client.

19. Limitations on Work within the City

City Engineer will not be permitted to be the design or construction civil engineer for projects for the City with estimated costs that exceed \$500,000 unless specifically authorized in advance by the City Council. The City Engineer will assist the City in soliciting engineering proposals for the design and construction of projects that have estimated costs exceeding \$500,000.

20. Recordkeeping.

City Engineer hereby agrees:

20.1 To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by him under this Agreement.

20.2 To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by the City and copies thereof shall be furnished to City upon request by City.

20.3 That no employee, officer or agent of the City, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of City Engineer.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the City and the City Engineer have executed this contract as of the date first above written.

CITY OF HERMANTOWN, MINNESOTA

NORTHLAND CONSULTING  
ENGINEERS, LLP

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Its City Clerk

## EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES  
between  
NORTHLAND CONSULTING ENGINEERS, LLP  
and  
CITY OF HERMANTOWN

The Services to be provided by City Engineer are as follows:

1. City Engineer shall be responsible for the implementation of the Minnesota State Aid program within the City of Hermantown. This will include the following:
  - 1.1 Update the needs reports each year.
  - 1.2 Make the required changes in the status maps.
  - 1.3 Make the annual bridge survey and send in the required reports.
  - 1.4 Keep up the "Highway" manuals and keep a proper file on all memos from Minnesota Department of Transportation St. Paul and Duluth.
  - 1.5 Review all mail from State Aid programs received by the City making the proper reply to those needing an answer. Copies of all response shall be provided to the City Clerk and Mayor.
  - 1.6 Attend all the meetings required to be attended by a City Engineer and the necessary meetings of the T.A.C. and the M.I.C., etc. that are held for the metropolitan area.
2. City Engineer shall prepare "minor" plans, which will include necessary overlays. It shall also supervise the construction and make up the partial and final estimates on these projects.
3. City Engineer shall review all proposed subdivision plats and write up its recommendations for any changes needed to protect the interests of the City. It will be expected to check the specifications for streets and utilities in proposed subdivisions inspect the work that is done in accordance with such specifications and make up a final acceptance report for the City Council.
4. City Engineer will be directly responsible to the Mayor and City Council and will act promptly to any reasonable requests made by them.
5. City Engineer will work with the City and other consultants for the City and provide and develop legal descriptions, plat plans and maps and other information as may from time to time be needed by the City.
6. City Engineer will attend City Council Meetings as directed by the Council.

7. City Engineer will provide the following general engineering services:
  - 7.1 Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment, infrastructure, assist with funding solutions.
  - 7.2 Assist in development and implementation of CIPs (capital improvement plans).
  - 7.3 Manage infrastructure issues for the City through proactive planning, monitoring, and operations and maintenance management.
  - 7.4 Develop and recommend policies and procedures for effective operation of the City consistent with city policies and relevant regulations, including recommendations for ordinance modifications, as directed.
  - 7.5 Formulate short- and long-range plans for design and constructing public works improvements, including streets, water, sanitary, storm sewer, parks, and buildings.
  - 7.6 Assist in implementing all water resource functions.
  - 7.7 Review land use applications and construction plans for private developments for consistency with current development best practices, engineering specifications, city policies and relevant laws, rules and regulations. Responsible for ensuring City Council actions are implemented according to approved specifications
  - 7.8 Update City street and utility maps and records
  - 7.9 Obtain proper approval and documentation from local, state, and federal authorities prior to implementing projects.
  - 7.10 Provide engineering services on projects and oversees project management for constructing municipal public works projects.
  - 7.11 Assist in planning, layout and design of City parks, trails and other recreational amenities.
  - 7.12 Provide professional engineering services in connection with the administration of the state and local stormwater laws, rules, ordinances and regulations
  - 7.13 Act as representation of the City on the MIC/TAC board if designated by the City
  - 7.14 Administer, manage and provide planning services with respect to the City's involvement in the Minnesota Stat Aid street program
  - 7.15 Provide legal descriptions for easements and other rights in land as needed from time to time by the City
  - 7.16 Perform such other services as the City may from time to time request
8. City Engineer will provide the following design and bidding services:
  - 8.1 Prepare plans and specifications for all public works projects as requested with the input of City staff. Present plans and specifications to the City Council for approval.
  - 8.2 Consults with state and federal agencies having jurisdictional authority over the project as warranted.
  - 8.3 Prepare and send Advertisements for Bids to the legal newspaper and the Construction Bulletin for solicitation of bids.
  - 8.4 Reproduce Contract Documents for bidding purposes.

- 8.5 Review the bids and prepare bid tabulation.
- 8.6 Evaluate bids, assist staff in preparing a recommendation to the City Council and assemble and award contracts.

9. City Engineer will provide the following project management/construction services:

- 9.1 Convene a pre-construction conference with staff, contractor, utility company representatives, etc.
- 9.2 Perform construction staking and surveying.
- 9.3 Provide construction observation during construction.
- 9.4 Prepare and maintain necessary documentation, including photographs and/or video if warranted, and a log of the contractor's progress.
- 9.5 Convene regular construction progress meetings, as required.
- 9.6 Prepare, review and recommend action for proposed change orders.
- 9.7 Review and recommend final acceptance by the City. Assist the City in ensuring that contractors have been paid and lien waivers have been acquired.
- 9.8 Provide as-built drawings upon conclusion of projects to the City.

10. City Engineer will provide the following engineering reports and technical correspondence:

10.1 Determine the need for preliminary studies, review all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including:

- 10.1.1 Feasibility reports
- 10.1.2 Prepare preliminary (and final) assessment rolls.
- 10.1.3 Plat review
- 10.1.4 Utility studies
- 10.1.5 Surface water system analysis and design
- 10.1.6 Capital Improvement Program studies
- 10.1.7 Prepare comments regarding reports, plans and studies of other agencies
- 10.1.8 Presents feasibility studies at public meetings.

10.2 City Engineer shall establish and maintain a library of the following records:

- 10.2.1 Permits and applications
- 10.2.2 Contract documents
- 10.2.3 Addenda
- 10.2.4 Copies of referenced standard specification
- 10.2.5 Project schedules
- 10.2.6 Shop drawings and submittals

- 10.2.7 Applicable correspondence
- 10.2.8 Records of pertinent telephone conversations
- 10.2.9 File memoranda, directives and change orders
- 10.2.10 Requests and recommendations for payment
- 10.2.11 Project budget and cost information
- 10.2.12 Diaries and logs
- 10.2.13 Records of noncompliance
- 10.2.14 Field test results
- 10.2.15 Materials testing reports
- 10.2.16 Record drawings
- 10.2.17 Project photographs
- 10.2.18 Project studies and reports
- 10.2.19 Project progress and meeting minutes
- 10.2.20 Other information as necessary or required

11. Participate in City meetings, including:

11.1 Internal and external meetings with City or other engineering firms involving engineering questions and issues.

11.2 Meet with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City Standards.

11.3 City Council meetings and work sessions, Planning & Zoning Commission meetings as requested, Utility Commission meetings as requested, and monthly Fast Track meetings with City Staff and consultants, other City meetings as needed.

## EXHIBIT B

### RULES FOR 429 PROJECTS

1. Services to be Performed. City Engineer agrees that it will provide City with a Preliminary Engineering Report that advises City in a preliminary way as to whether the proposed 429 Project is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement. The report must also include the estimated cost of the improvement as recommended.

2. Fees. City agreement to compensate City Engineer for the services referred to in paragraph 1 above for fees and expenses for as set forth in Exhibit B-1 attached hereto.

The compensation to the City Engineer for the preparation of requested Preliminary Engineering Reports is and will be based on the following facts.

- 2.1 The time and labor required.
- 2.2 The experience and knowledge of the preparer.
- 2.3 The complexity and novelty of the problems involved.
- 2.4 The extent of the responsibility assumed.

The compensation to the City Engineer for Preliminary Engineering Reports will not and is not based on percentage of the estimated cost of the improvements.

3. Content of Preliminary Engineering Report. No Preliminary Engineering Report is to be prepared except pursuant to a Resolution approved by the Hermantown City Council calling for the preparation of a preliminary engineering report. Pursuant to Minnesota Statutes Section 429.031

The Preliminary Engineering Report must state that it was prepared in accordance with Minnesota Statutes Section 429.031. Specifically the report must advise the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective and feasible and as to whether it should be best made as proposed or in connection with some other improvement.

The report must also include the estimated cost of the improvement as recommended.



**EXHIBIT B-1**

429 PROJECTS PRELIMINARY ENGINEERING REPORTS

Hourly rates are as follows:

Professional Engineer	\$130.00
Project Engineer	\$110.00
Surveyor	\$105.00
Technician/Inspector	\$ 80.00
Clerical/Office Manager	\$ 50.00

**EXHIBIT C**

FEE SCHEDULE

Professional Engineer	\$130.00
Project Engineer	\$110.00
Surveyor	\$105.00
Technician/Inspector	\$80.00
Clerical/Office Manager	\$50.00

The hourly rate for the City Engineer will be \$160.00 for hours spent in meetings which will include: City Council Meetings, Staff Meetings, Utility Commission meetings, MIC/TAC Meetings and other meetings.

## EXHIBIT D

### 1805.300      **CONFLICT OF INTEREST.**

Subp. 1. **Employment.** A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest.

Subp. 2. **Compensation.** A licensee shall not accept compensations for services relating or pertaining to the same project from more than one party unless there is a unity of interest between or among the parties to the project and unless the licensee makes full disclosure and obtains the express consent of all parties from whom compensation will be received.

Subp. 3. **Gifts.** A licensee shall not, directly or indirectly, solicit or accept any compensation, gratuity, or item of value from contractors, their agents, or other persons dealing with the client or employer in connection with the work for which the licensee has been retained without the knowledge and approval of the client or the employer.

**Resolution No. 2020-05**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR  
AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT  
FOR PROFESSIONAL SERVICES WITH ARROWHEAD REGIONAL DEVELOPMENT  
COMMISSION**

WHEREAS, an Agreement for Professional Services between the City of Hermantown and Arrowhead Regional Development Commission (“ARDC”) with respect to professional planning services is attached hereto; and

WHEREAS, the City Council has duly considered the attached Agreement for Professional Services and believes that it is in the best interests of the City of Hermantown for it to enter into such Agreement with ARDC,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Agreement for Professional Services attached hereto between the City of Hermantown and ARDC.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

**AGREEMENT FOR PROFESSIONAL SERVICES  
ARROWHEAD REGIONAL DEVELOPMENT COMMISSION  
AND CITY OF HERMANTOWN**

Dated: January 6, 2020

THIS AGREEMENT is by and between the CITY OF HERMANTOWN ("the City") and ARROWHEAD REGIONAL DEVELOPMENT COMMISSION, a political subdivision of the State of Minnesota, hereinafter referred to as "ARDC" in response to the following situation:

- A. Professional planning services will from time to time be needed by the City.
- B. The City desires that ARDC provide such services to it.

NOW, THEREFORE, ARDC and the City do mutually agree as follows:

1. Services to be performed.

ARDC will provide the services described in the City of Hermantown Planning Assistance 2020 proposal attached as Exhibit A.

2. Personnel.

ARDC will secure, at its own expense, all personnel required to perform the services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the City.

3. Assignability.

ARDC shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

4. Contract Period.

This Agreement shall be effective as of the 1st day of January, 2020 and shall continue to project completion or December 31, 2020, whichever is sooner, unless terminated as provided in paragraph 5 hereof.

5. Termination of Contract.

Either ARDC or the City may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by ARDC under this contract shall be delivered to the City and ARDC shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. Independent Contractor.

The relationship between the ARDC and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer/employee relationship between ARDC and the City.

7. Special Projects.

ARDC and the City may, by separate agreement, identify special projects for which the services of the ARDC are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the ARDC in connection with such special projects.

8. Compensation.

ARDC shall be compensated \$38,500 payable in four installments of \$9,625 with the first installment payable in four quarterly payments due on April 1, 2020, July 1, 2020, October 1, 2020, and December 31, 2019.

9. Notices.

Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of ARDC, or to the last known office address of the City, or to ARDC at 221 West First Street, Duluth, Minnesota 55802.

10. Miscellaneous.

This Contract contains all negotiations and agreements between ARDC and the City related to the subject matter of this contract. No other understanding related to the subject matter of this contract, whether written or oral, may be used to bind either party.

ARDC shall have no authority to enter into any contracts binding upon the City or to create any obligations on the part of the City. The City shall have no authority to enter into any contracts binding upon ARDC or to create any obligations on the part of ARDC. All parties to this contract are subject to the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, including Section 13.05, Subd. 11.

IN WITNESS WHEREOF, the ARDC and CITY OF HERMANTOWN have executed this contract as of the date first above written.

**ARROWHEAD REGIONAL DEVELOPMENT  
COMMISSION**

**CITY OF HERMANTOWN**

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

And

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

# ARROWHEAD REGIONAL DEVELOPMENT COMMISSION PROPOSAL:

## CITY OF HERMANTOWN PLANNING ASSISTANCE 2020

### Background

ARDC is a multi-disciplined planning and development organization whose jurisdiction encompasses the Northeast Minnesota counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis.

The mission of ARDC is to serve the people of the Arrowhead Region by providing local units of government and citizens groups a means to work cooperatively in identifying needs, solving problems and fostering local leadership.

The professional planning staff for this project will be Principal Planner Josh Bergstad.

### Services

ARDC staff will act as the city planner to provide professional planning assistance to support the City of Hermantown's Community Development Department. Josh Bergstad will primarily work at the direction of the City Administrator and Community Development Director.

1. Current planning – Lead actions on planning functions, including special use applications, CIDPs, variances, similar planning and zoning applications as designated and delivering communications and reports to the Planning and Zoning Commission and City Council. This is expected to include:
  - a. Working with applicants to ensure complete applications, ensuring applicants are aware of their responsibilities in the process and informed about the city's process and criteria for making decisions.
  - b. Working with the appropriate city staff to gather information to develop a staff recommendation or decision. This includes timely scheduling of discussions, communicating information at Fast Track meetings, and ensuring public notice deadlines are met.
  - c. Developing staff reports and recommendations for the Planning and Zoning Commission, Board of Appeals and Adjustment and other relevant committees. This includes the timely forwarding of the reports to city staff in order to meet deadlines for mailings and preparing professional oral reports for committee meetings.
  - d. Reviewing Planning and Zoning Commission communications and preparing professional oral reports that succinctly provide the Commission with necessary and useful information.
  - e. Work as assigned by the Community Development Director and City Manager.
2. Long range planning – Under the direction of the Community Development Director and City Administrator, lead long range planning projects. This is expected to include:



- a. Zoning Code Rewrites – Work with Community Development Director to identify two sections of the Hermantown Zoning Code for significant revision.
  - b. Trail planning (Ongoing) – Work under the direction of the Community Development Director to assist with city trail planning.
  - e. Work as assigned by the Community Development Director and City Manager.
3. Coordination and communications – In 2019 the Planner will communicate and coordinate with the City Administrator, Community Development Director, and city staff by:
- a. Keeping and maintaining an up to date schedule for each month.
  - b. Setting, updating, and tracking work plans with the Community Development director and City Administrator.

**Budget**

<b>Activity</b>	<b>Hours</b>	<b>Cost</b>
<u>Division Director</u> <i>Process management</i>	26	\$ 2,340
<u>Principal Planner</u> <i>City planning assistance</i>	623	\$ 36,160
<b>Total</b>	<b>649</b>	<b>\$ 38,500</b>

**Budget Narrative**

The proposed budget for this project is straightforward. ARDC will assign a Planner to assist Hermantown. This time will be spent providing city planning assistance as outlined in this proposal and as directed by the City Administrator and Community Development Director. ARDC’s Division Director will work advising the Principal Planner. ARDC will make use of Hermantown’s existing administrative staff capacity for planning support. Direct expenses will be minimal, as Hermantown will provide office supplies and other materials. ARDC will not charge Hermantown for travel expenses to and from the City. Instead, ARDC will inform its Planner that the Hermantown City offices are an offsite office. Direct expenses are budgeted for travel to special meetings or city directed travel outside of Hermantown.

**TO:** Mayor & City Council  
**FROM:** Josh Bergstad, City Planner



**DATE:** December 31, 2019      **Meeting Date:** 01/6/20  
**SUBJECT:** Rezoning of Parcels 395-0091-00140 and 395-0091-00030      **Agenda Item:** 11-A      **Ordinance 2020-01**

**REQUESTED ACTION**

**Amend the Hermantown Zoning Map by converting parcels 395-0091-00140 and 395-0091-00030 of C, Commercial zoning district to C-1, Office/Light Industrial zoning district.**

**BACKGROUND**

The Applicant would like to expand his mini-storage warehouse business to a second location in Hermantown. The location’s zoning, C, Commercial does not currently allow mini-storage warehouses. The Applicant and current owner have asked the City to consider rezoning the property to allow for mini-storage warehouses and a type of use new to Hermantown: garage condos.

The property is approximately 9.5 acres split across two parcels in the Maple Hill Subdivision, located east of Norway Pines Place between the Duluth International Airport and behind a first tier of properties along Miller Trunk Highway. The property immediately to the north is zoned Commercial but is owned by the City of Duluth as part of the Airport property. The properties to the west and south are also zoned commercial. These lots are privately owned and mostly commercially developed. There is one residence in the area but it is not located on an adjoining lot.

**C-1, Office and Light Industrial Zoning Analysis**

The lots’ meet the dimensional standards of the C-1 zone. C-1 zoning would allow some of the same uses that are also allowed in the C zoning district (offices, auto sales, and limited specialty retail) as well as industrial uses including warehouses, manufacturing, and mini-storage units. Table 1 shows allowed uses in the C-1 zone.

<b>Permitted Uses.</b>
Business, sales and professional offices. Public buildings and public service facilities. Research and development laboratories. Gasoline service stations with convenience store. Automobile and truck sales, service and repair. Equipment sales, service and repair. Customary accessory uses and structures.

**Special Use Permit.**

Agritainment (A minimum lot size of 10 acres is required.)  
Each proposed use and location shall be depicted on a site plan.  
Contractor's shop and storage yard.  
Mini storage warehouse.  
Manufacturing, assembly, packaging or fabrication.  
Warehouse, distribution center, fulfillment center.  
Restaurant.  
Adult Use, Accessory.  
Veterinary Clinics.  
Wholesale businesses.  
Building material supplies.  
Lawn and garden material supplies.  
Pawnbrokers.  
Massage Establishment  
Medical Cannabis Dispensary

**Airport Overlay C Zone**

The property is located in the Duluth International Airport Overlay Zone C. Additional regulations on the height of structures, lighting, and communication equipment are in effect in Zone C. Structures in Zone C cannot exceed 1580 feet above sea level. Ground level elevation on the site ranges from 1450 feet to 1490 feet above sea level. Development can take place on the property and remain in compliance with the Zone C standards. Current City zoning regulations impose a maximum building height of 45 feet mitigating the likelihood of approaching the Zone C elevation limit.

**Comprehensive Plan**

The 2001 Comprehensive Plan and the Western Miller Trunk Highway Study (An amendment to the Comprehensive Plan) support commercial and light industrial use of this property which is allowed in the requested C-1 Zone District.

The property is located in Comprehensive Plan Concept Area 3 which calls for Development of New Compatible Commercial with Adequate Public Utilities and Facilities, Development of Frontage/Backage Road System, Preserve Wetlands and Natural Features.

The Western Miller Trunk Highway Study identified preferred uses for the area as Office, Industry, or Multi-residential. Redevelopment criteria included:

- Access should be off Norway Pines.
- Possibility to be combined with redevelopment of parcels fronting Miller Trunk Highway.
- Land use should not require highway visibility.

The land is currently zoned C, Commercial. The Commercial Zone District is intended to provide suitable areas within the community for the grouping and establishment of general retail sales, offices, professional buildings and service businesses. It is intended to provide convenient retail facilities for the residents of Hermantown and the surrounding area.

The C-1, Office/Light Industrial Zone District is intended for low-density office, light industrial, limited commercial services, and public service developments.

The property does not have frontage or visibility from Miller Trunk Highway so it is not a primary site for retail or high traffic service businesses. The site had been considered for a multi-residential development in the past but the noise generated by proximity to the airport runway limits its potential for residential or high value office space.

The Western Miller Trunk Highway Study also analyzed other parcels in the vicinity for future land uses. Although the Study did not designate a future zoning district it did discuss potential land uses. Support for commercial and light industrial land use of other similar parcels without highway frontage were included. The parcel immediately adjacent to the east and south of the subject property 395-0091-00050 was included in the analysis. It is owned separately from the three properties being proposed for rezoning here. Community Development staff has discussed rezoning that property with the owner. The owner has expressed interest in rezoning to C-1 and Community Development staff is working to initiate that process in early 2020. The City has also discussed rezoning the City of Duluth owned property with Duluth Planning staff. The Planning staff was open to the idea. Community Development staff will continue these conversations about rezoning to C-1 or P, Public. Community Development Staff is also discussing rezoning with the property owner along the Cul-de-sac of Norway Pines Place. These conversations are ongoing. These considered rezonings address all parcels identified in the Western Miller Trunk Highway Plan.

### **Development Permitting**

The Applicant has requested the rezoning so he can purchase the property and develop the property for mini-storage warehouses, office space for his business (including snow removal and landscaping), and “garage condos, uses not the C zoning district. Mini-storage warehouses are allowed with a Special Use Permit in the C-1. The Applicant’s business would be a Contractor’s shop and storage yard and is allowed with a Special Use permit in the C-1.

The proposed “Garage Condos” are not a specifically listed use within the Hermantown Zoning Code. However, the anticipated uses within the complex fall under allowed uses in the C-1 Zone District. There are a few C-1 uses that would not be ideal for this location and type of development such as auto-dealer, massage establishment, and restaurant.

The Planning Commission discussed how to permit the overall project at its October 15, 2019 meeting and indicated enough comfort with the proposed use to proceed with a public hearing and official consideration of rezoning.

A decision on rezoning property is independent of any decision on permitting development of a property. Rezoning does not imply approval of future development. Any future development will have to meet all City regulations including zoning, stormwater management, wetland processes, and others.

**RECOMMENDATIONS AND FINDINGS:**

A review of the existing and potential land uses of the property, and of the surrounding area, support rezoning the property to C-1, Office/Light Industrial. Staff and the Planning Commission recommends approval of the rezoning based on the following findings:

1. The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance, is suitable for the proposed zoning, and is compatible with surrounding zoning and land uses.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

- Location Map
- Rezoning Ordinance

**Location Map**



**Ordinance No. 2020-01**

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE**

**BY AMENDING THE OFFICIAL ZONING MAP**

**(PARCELS 395-0091-00140 & 395-0091-00030)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that Lots 3 and 4 and Outlot A, except the Northerly 210 and 54/100 feet of the Maple Hill Subdivision is zoned C-1, Office and Light Industrial.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone that Lots 3 and 4 and Outlot A, except the Northerly 210 and 54/100 feet of the Maple Hill Subdivision to C-1, Office and Light Industrial.

Section 3. Effective Date. This amendment to Title 2 of the Hermantown Code that amends the Official Zoning Map shall be effective after adoption immediately upon (1) the publication of this Amendment to Title 2 of the Hermantown City Code once in the legal newspaper of the City of Hermantown and (2) the filing of this Amendment to Title 2 with the County Recorder of St. Louis County.

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Wayne Boucher, Mayor

Attest:

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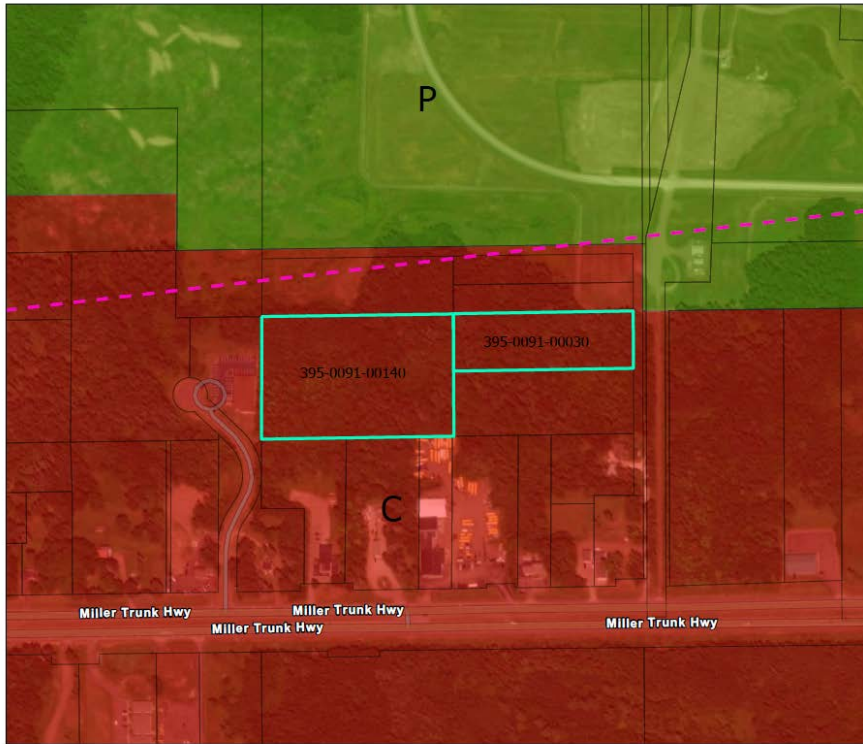
Bonnie Engseth, City Clerk

Adopted:

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

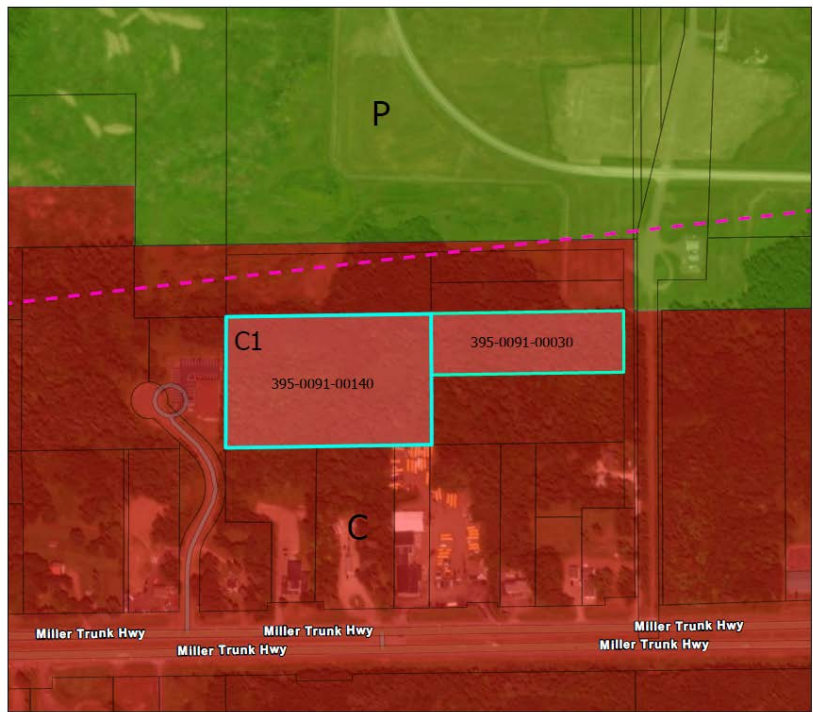
# Current Zoning



- Airport Safe Zones
  - Highlighted Parcels (in C zone)
  - Parcels
- zoning**
- C- General Commercial
  - C1- Office/ Light Industrial
  - C1A- Sexually Oriented Uses
  - M1- Business/Light Manufacturing
  - M2- Heavy Industrial
  - O- Conservation/Open Space
  - P- Public Facilities
  - PUD- Planned Unit Development
  - R1- Residential
  - R3- Residential
  - R3a- Multiple Family Dwellings
  - S1- Rural/Suburban



# Future Zoning



- - - Airport Safe Zones
  - Highlighted Parcels (rezoned to C-1)
  - Parcels
- zoning**
- C- General Commercial
  - C1- Office/ Light Industrial
  - C1A- Sexually Oriented Uses
  - M1- Business/Light Manufacturing
  - M2- Heavy Industrial
  - O- Conservation/Open Space
  - P- Public Facilities
  - PUD- Planned Unit Development
  - R1- Residential
  - R3- Residential
  - R3a- Multiple Family Dwellings
  - S1- Rural/Suburban



**Resolution No. 2020-06**

**RESOLUTION APPROVING PAY REQUEST NUMBER 18 FOR THE ESSENTIA WELLNESS CENTER TO MCGOUGH CONSTRUCTION CO. LLC IN THE AMOUNT OF \$158,378**

WHEREAS, the City of Hermantown has contracted with McGough Construction Co. LLC for construction management services for the Essentia Wellness Center (“Project”); and

WHEREAS, McGough Construction Co. LLC has performed a portion of the agreed upon work in said Project; and

WHEREAS, McGough Construction Co. LLC has submitted separate Pay Request No. 18 for Labor & Services, and Tax Exempt material as shown below, and

Project Number	Item	Amount
859801	Labor & Services	129,985
859802	Tax Exempt Material	28,393
	Total	158,378

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed,

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. Pay Request No. 18 is hereby approved.
2. The City is hereby authorized and directed to pay to McGough Construction Co LLC the sum of \$158,378 which is the amount represented on Pay Request No. 18 for both Labor & Services, and Tax Exempt material.

Councilor \_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted January 6, 2020.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO : **CITY OF HERMANTOWN**  
 5105 Maple Grove Rd  
 Hermantown, MN 55811

Project: **HERMANTOWN-ESSENTIA Application Number: 18**

**HEALTH REGIONAL** Period from: **11/1/2019**  
 to: **11/30/2019**

ATTN: John Mulder

jmulder@hermantown.com

Contractor: **McGough Construction Co, LLC** Project Number: **859801**

**2737 Fairview Avenue Nor** INVOICE NUMBER **37598**  
**St. Paul, MN 55113** Contract Date: **3/1/2018**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders prev/ approved by Owner		
<b>TOTAL</b>		
Number Date Approved	\$42,384	
1		
<b>TOTALS</b>	42,384	\$0
<b>Net Change by Change Orders</b>	\$	42,384

The undersigned Contractor certifies that to the best of his knowledge, information & belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by him for Work for which previous Certificates for Payment were issued & payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **McGough Construction**  
 By: *[Signature]* 11/30/2019  
 Melissa Svoboda, Project Accounting Supervisor

In accordance with the Contract Documents, based on on-site observations & the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated, that to the best of his knowledge, information & belief, the quality of the Work is in accordance with the Contract Documents, & that the Contractor is entitled to the AMOUNT CERTIFIED.



Facsimile of AIA Document G702

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, Facsimile of AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

**ORIGINAL CONTRACT SUM** ..... \$13,903,891  
**Net change by Change Orders** ..... 42,384  
**Budget Adjustments** ..... 3,084  
**CONTRACT SUM TO DATE** ..... \$13,949,319  
**TOTAL COMPLETED & STORED TO DATE** ..... 12,434,428  
**RETAINAGE TO DATE** ..... \$621,721  
**TOTAL EARNED LESS RETAINAGE** ..... \$11,812,707  
**LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... \$11,682,722  
**CURRENT PAYMENT DUE** ..... \$129,985

State of: MINNESOTA  
 Subscribed and sworn to before me this  
 Notary Public  
 My Commission expires: January 31, 2022

**AMOUNT CERTIFIED** APP. #18, OWNER BILLING LHB signades  
 ARCHITECT *[Signature]* Date: 12/13/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the C herein. Issuance, payment and acceptance of payment are without prejudice to any Contractor under this Contract.

*[Signature]* **Andrea Marie Rekow**

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT: HERMANTOWN-ESSENTIAL HEALTH REGIONAL WELLNESS CENTER

APPLICATION NUMBER: 18  
 APPLICATION DATE: 11/14/2019  
 PERIOD TO: 11/30/2019

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				% (G/C)			
1	George Bougallis and Sons, Co.	1,808,425	1,808,425				1,808,425	100%		90,421
2	Wells Concrete	472,968	465,348				465,348	98%	7,620	23,267
3	Brent's Biffes	7,000	5,733				5,733	82%	1,267	287
4	A-1 Fence Company	23,220	23,220				23,220	100%	0	1,161
5	Home Mender, Inc.	868,311	868,311				868,311	100%		43,416
6	The Jamar Company	921,236	920,952				920,952	100%	284	46,048
7	Briese Iron Works, Inc.									
8	St. Germain's Glass Inc.	286,158	283,400		2,758		286,158	100%		14,308
9	Otis Elevator Company	101,050	101,050				101,050	100%	(0)	5,053
10	A.G. O'Brien Plumbing and Heating Co.	118,880	118,880				118,880	100%		5,944
11	Holden Electrical Co., Inc.	850,750	817,482		33,268		850,750	100%		42,538
12	Northern Industrial Erectors, Inc.	286,218	282,134		4,084		286,218	100%		14,311
13	A.G. O'Brien Plumbing and Heating Co.	1,456,308	1,452,784		3,523		1,456,307	100%	1	72,815
14	LHB (Survey Services)	5,530	5,530				5,530	100%		277
15	Olympic	866,159	866,159				866,159	100%		43,308
16	Aqua Logic	681,176	681,176				681,176	100%		34,059
17	Bedrock Flint	84,364	79,514		4,850		79,514	94%	4,850	3,976
18	Universal Forest Products	70,919	46,383		27,684		46,383	65%	24,536	2,319
19	Johnsons Carpet	321,557	293,873				321,557	100%		16,078
20	Intercon Group Inc.	292,659	292,659				292,659	100%		14,633
21	Swanson & Youngdale, Inc.	139,509	139,509		235		139,509	100%		6,975
23	Twin City Acoustics Inc.	58,840	58,840				58,840	100%		2,942
24	DoorCo Inc.	5,000	4,000				4,000	80%	1,000	200
25	Anderson Ladd	69,787	66,625				66,625	95%	3,162	3,331
23	Belanger Inc	3,900			3,900		3,900	100%		195
24	Hufcor, Inc.	7,310	7,310				7,310	100%		366
25	Peterson Companies, Inc.	88,033	88,033				88,033	100%		4,402
Page-1 (Continued on Next Page)		9,895,267	9,777,095		75,452		9,852,547	100%	42,720	492,627

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT: HERMANTOWN-ESSENTIA HEALTH REGIONAL WELLNESS CENTER

APPLICATION NUMBER: 18  
 APPLICATION DATE: 11/1/2019  
 PERIOD TO: 11/30/2019

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				% (G/C)			
26	TriMark Hockenbergs	9,670	9,670				9,670	100%		484
27	Summit Signs	7,705	7,705				7,705	100%		385
28	Prime Construction	39,676	37,800				37,800	95%	1,876	1,890
29	<i>TBD Tax - Exempt Transfer</i>	<b>586,517</b>							<b>586,517</b>	
30										
31	<b>McGOUGH</b>									
32	Project Staff	741,699	697,911		16,385		714,296	96%	27,403	35,715
33	Labor	329,478	305,162		13,319		318,480	97%	10,997	15,924
34	Insurance & Taxes	133,762	127,859		5,517		133,376	100%	386	6,669
35	Materials	176,681	152,973		10,060		163,033	92%	13,649	8,152
36	Equip. Small Tools	92,733	83,336		8,467		91,803	99%	930	4,590
37	Weather Conditions	146,754	146,754				146,754	100%	(0)	7,338
38										
39	Builders Risk	16,914	19,288		(2,374)		16,914	100%		846
40	Performance Bond	104,279	104,279				104,279	100%		5,214
41	Subcontractor Default Insurance	167,765	167,765				167,765	100%		8,388
42	General Liability Insurance	197,688	197,688				197,688	100%	0	9,884
43										
44	Construction Contingency	500,000							500,000	
45	Construction Contingency Approved									
46	Potential Savings	318,824								
46	Approved COs (In above line items)									
46										
46	CMI Fee	483,907	462,318		10,000		472,318	98%	11,589	23,616
46	Page-2	13,949,319	12,297,603		136,826		12,434,429	89%	1,196,066	621,721

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: **CITY OF HERMANTOWN**  
 5105 Maple Grove Rd  
 Hermantown, MN 55811

Facsimile of AIA Document G702

**Project:** HERMANTOWN-ESSENTIA  
 HEALTH REGIONAL WELLNESS

**Application Number:** 18  
**Period from:** 11/1/2019  
**to:** 11/30/2019

ATTN: John Mulder  
 jmulder@hermantown.com

**Contractor:** McGough Construction Co, LLC  
 2737 Fairview Avenue North  
 St. Paul, MN 55113

**Project Number:** 859802  
**INVOICE NUMBER:** 37599  
**Contract Date:** 3/1/2018

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
Change Orders previously approved by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
1	\$84,577	
<b>TOTALS</b>	<b>84,577</b>	<b>\$0</b>
<b>Net Change by Change Orders</b>	<b>84,577</b>	<b>\$ 84,577</b>

The undersigned Contractor certifies that to the best of his knowledge, information & belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by him for Work for which previous Certificates for Payment were issued & payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: McGough Construction  
 BY: *[Signature]* 11/30/2019  
 Melissa Svoboda, Project Accounting Supervisor

**CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations & the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated, that to the best of his knowledge, information & belief, the quality of the Work is in accordance with the Contract Documents, & that the Contractor is entitled to the AMOUNT CERTIFIED



Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, Facsimile of AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

**ORIGINAL CONTRACT SUM** ..... \$8,087,000

**Net change by Change Orders** ..... 84,577

**Budget Adjustments** ..... 4,755

**CONTRACT SUM TO DATE** ..... \$8,176,332

**TOTAL COMPLETED & STORED TO DATE** ..... \$8,744,049

**RETAINAGE TO DATE** ..... \$0

**TOTAL EARNED LESS RETAINAGE** ..... \$8,744,049

**LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... 8,715,656

**CURRENT PAYMENT DUE** ..... \$28,393

State of: MINNESOTA  
 Subscribed and sworn to before me this  
 Notary Public  
 My Commission expires: January 31, 2022  
*[Signature]* ANDREA REKOW

**AMOUNT CERTIFIED** ..... \$28,393

**ARCHITECT** *[Signature]* Date: 12/13/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor herein. Issuance, payment and acceptance of payment are without prejudice to any rights Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT: HERMANTOWN-ESSENTIA HEALTH REGIONAL WELLNESS CENTER

APPLICATION NUMBER: 18  
 APPLICATION DATE: 11/1/2019  
 PERIOD TO: 11/30/2019  
 ARCHITECT'S PROJECT NO.: 859802

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Completed To Date (D + E + F)	% (G/C)		
1	George Bougalis and Sons, Co.	543,747	543,747				543,747	100%		
2	Wells Concrete	932,279	932,279				932,279	100%		
3	Brent's Biffles									
4	A-1 Fence Company									
5	Home Mender, Inc.	366,822	366,822				366,822	100%		
6	The Jamar Company	522,198	522,198				522,198	100%		
7	Briese Iron Works, Inc.	629,326	612,827				612,827	97%	16,499	
8	St. Germain's Glass Inc.	242,836	237,415	5,421			242,836	100%		
9	Otis Elevator Company	77,965	77,965				77,965	100%	0	
10	A. G. O'Brien Plumbing and Heating Co.	29,800	29,800				29,800	100%		
11	Holden Electrical Co., Inc.	995,025	975,358	19,667			995,025	100%		
12	Northern Industrial Erectors, Inc.									
13	A. G. O'Brien Plumbing and Heating Co.	1,704,711	1,703,294	1,417			1,704,711	100%	(0)	
14	LHB (Survey Services)									
15	Olympic	191,542	191,542				191,542	100%		
16	Aqua Logic	979,331	979,331				979,331	100%		
17	Bedrock Flint	22,575	22,575				22,575	100%		
18	Universal Forest Products	168,764	168,764				168,764	100%		
19	Northern Door & Hardware	200,604	200,604				200,604	100%		
20	Johnsons Carpet	403,642	402,133	1,509			403,642	100%		
21	Intecon Group Inc.	124,142	124,142				124,142	100%		
22	Swanson & Youngdale Inc.	49,763	49,763				49,763	100%		
23	Twin City Acoustics Inc.	82,344	81,965	379			82,344	100%		
24	DoorCo Inc.	20,950	18,650				18,650	89%	2,300	
25	Anderson Ladd	114,420	114,420				114,420	100%		
26	Belanger Inc.	29,424	29,424				29,424	100%		
27	Hufco, Inc.	37,083	37,083				37,083	100%		
28	Peterson Companies, Inc.	50,933	50,933				50,933	100%		
		8,520,226	8,473,033	28,393			8,501,426	100%	18,799	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION  
PROJECT:

Page 3 of 18 Pages  
 APPLICATION NUMBER: 18  
 APPLICATION DATE: 11/01/19  
 PERIOD TO: 11/30/2019  
 ARCHITECT'S PROJECT NO: 859802

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Completed And Stored To Date	% (G/C)		
26	TriMark Hockenbergs	68,830	68,830			68,830	100%		
27	Bartley Sales Company, Inc.	149,308	149,308			149,308	100%		
28	Summit Signs	24,485	24,485			24,485	100%		
29	Prime Construction								
30	Approved COs (In above line items)								
31	TBD Labor/Equipment/TM Transfer	(586,517)						(586,517)	
34									
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SUBTOTALS PAGE 3		8,176,332	8,715,656	28,393		8,744,049	107%	(567,717)	



**Resolution No. 2020-07**

**RESOLUTION APPROVING WAGE RATES FOR PART TIME EMPLOYEES IN 2020**

WHEREAS, the City of Hermantown has several part-time employees; and

WHEREAS, these employees are not covered by a labor agreement; and

WHEREAS, the City Administrator recommends a pay increase of 2.75% consistent with the wage increase of other non-represented employees; and

WHEREAS, the wage rates listed below are effective January 1, 2020 through December 31, 2020.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows:

	<u>Position</u>	<u>Hours</u>	<u>Schedule</u>	<u>2019 Rate</u>	<u>2020 Rate</u>
<b>Custodian</b>	1	520+	Avg. 15 hrs/wk	12.87	13.22
<b>PW Seasonal Help</b>	2	500	Varies	10.04	10.32
<b>PW Seasonal Help</b>	2	500	Varies	12.00	12.33
If previously employed by the City of Hermantown for more than 5 years					
	1	500	Varies	13.47	13.84

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_, and upon a vote being taken thereon, the following voted in favor of:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator  
**DATE:** December 17, 2019  
**SUBJECT:** Utility Tractor



**Meeting Date:** 1/6/20  
**Agenda Item:** 12-E  
**Resolution:** 2020-08

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**REQUESTED ACTION**

**Approval of purchase of a utility tractor for the Essentia Wellness Center**

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**BACKGROUND**

The council informally approved this purchase on December 16, 2019. This resolution provides formal documentation of approval.

This equipment is purchased through the State of Minnesota State Bid process.

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**SOURCE OF FUNDS (if applicable)**

411-452200-580

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**ATTACHMENTS**

Quote

**Resolution No. 2020-08**

**RESOLUTION AWARDING CONTRACT FOR UTILITY TRACTOR TO  
DULUTH LAWN & SPORT, INC. IN THE AMOUNT OF \$33,499.13 FOR THE ESSENTIA  
WELLNESS CENTER**

WHEREAS, the City of Hermantown desires to obtain a Utility Tractor for the Essentia Wellness Center; and

WHEREAS, the tractor desired by the City is available from Duluth Lawn & Sport, Inc and is on the "State Contract"; and

WHEREAS, the Utility Tractor will be purchased from Duluth Lawn & Sport, Inc.; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the Utility Tractor to Duluth Lawn & Sport, Inc.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown as follows:

1. Duluth Lawn & Sport, Inc. is hereby determined to be able to provide the Utility Tractor to the City.
2. The price of \$33,499.13 for the Utility Tractor is hereby accepted.
3. The funds for the payment of the Utility Tractor will be paid from Fund No. 411 and expensed to 411-452200-580.

Councilor \_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

Your quote can be administered by selecting the URL below.  
[2025R Compact Utility Tractor \(18 PTO hp\)](#)

Equipment Details

Print

Prepared For: paul paul

Phone: [391-0065](tel:391-0065)

Email: [tseinst@hermantownmn.com](mailto:tseinst@hermantownmn.com)

Dealership: Larry Kline

DULUTH LAWN & SPORT, INC.

4715 Grand Avenue

Duluth, MN 55807

Phone: [2186283718](tel:2186283718)

Email: [lmkline@ymail.com](mailto:lmkline@ymail.com)

Date December 12, 2019

Offer Expires: 12-30-2019

Display in numeric order.

All amounts are displayed in USD

2025R Compact Utility Tractor (18 PTO hp)			
Code	Description	Qty	List Price
151DLV	2025R Compact Utility Tractor (18 PTO hp)		\$17,003.00
Options			
Required Items:			
0202	United States	1	In Base Price
0409	English	1	In Base Price
2053	Cab - Heat Only Includes front work lights, front wiper with washer system and two exterior mirrors. Not compatible with backhoe	1	\$6,567.00
5203	12-16.5 (6PR, R4 Industrial, 1 Position) Bias Ply	1	\$125.00

6203	23 X 8.50-12 (6PR, R4 Industrial, 1 Position) Bias Ply	1	\$45.00
4061	Less iMatch Quick Hitch	1	In Base Price
1701	Factory Installed Loader with Bucket Pricing includes loader installation charge and 120R Loader with the following options:  53 In.(1350 mm) Quick Change Materials Bucket Quick Change Attachment Carrier Quik-Park Loader Mounting System Mounting Frame Deluxe Hood Guard Mechanical Bucket Level Indicator Oil Line Cover  Note: Three-Point Hitch Ballast is Required for Stability. Please Review the "Tractor Ballast Requirements" in the Sales Manual for Proper Ballasting.	1	\$4,265.00
3749	Less Backhoe	1	In Base Price

Optional Items:

BW15073	Ballast Box	1	\$302.50
AM134805	Engine Block Heater Adapter	1	\$122.63
BLV10640	Engine Coolant Heater Kit (110 Volt) Requires AM134805 Engine Block Heater Adapter (1025R, 1026R, 2305, 2320, 2025R).	1	\$66.00

Configuration Total: \$28,496.13

54D In. Mid-Mount Side Discharge Mower (1 Family Tractors)

Code	Description	Qty	List Price
5315M	54D In. Mid-Mount Side Discharge Mower (1 Family Tractors) For 1023E, 1025R, and 1026R Tractors.		\$1,926.00

Options

Required Items:

0202	United States	1	In Base Price
------	---------------	---	---------------

0409	English English North American Operator's Manual and Decal Kit	1	In Base Price
1100	Attaching Parts (Mechanical Mower Lift) For Model Year 2016 and newer 1023E and 1025R TLB models. Also used on Model Year 2015 1025R Tractors serial number break (324501 - XXXXXX) and Model Year 2016 and newer 1025R Tractors serial number break (00101 - XXXXX).	1	In Base Price
2001	Auto PTO Coupler	1	\$266.00
Configuration Total:			\$2,192.00

60 In. Heavy-Duty Rotary Broom

Code	Description	Qty	List Price
3790M	60 In. Heavy-Duty Rotary Broom For X400/X500 Heavy Duty Garden Tractors, X700's, 1023E, 1025R, 1026R, 2305, 2025R, 2032R, 2036R, 2038R, 2320, 2520, 2720, <u>3120-3720</u> , 3033R-3046R, 2210, 4010, 4100, 4110, 4115, and <u>4400-4410</u> Tractors. BM20761 hydraulic coupler kit required on X465, X475, X700, and X710 Tractors. See Sales Manual for ballast requirements. Not compatible with BM17347, 400-Series Quick-Hitch. Compact tractors require dual selective control valve and mid PTO. Small chassis compact tractors also require front attaching support kit. See Sales Manual for front attaching support requirements. <u>3120-3720</u> Tractors with mid-mount mowers for use with front three-point hitch with A- Frame require LVB25820 (AutoConnect decks) or LVB24810 (old 7-Iron decks).		\$3,499.00

Options

Required Items:

1004	Mounting Frame For 1023E, 1025R, 1026R, and model year 2017- 2025R.	1	\$411.00
2011	Front Quick-Hitch and Hydraulic Lift For 1023E, 1025R, and 1026R.	1	\$950.00

Includes BLV10796 front attaching support kit.

3005	Hydraulic Angling For 1023E, 1025R, 1026R, and model year 2017-2025R.	1	\$271.00
4016	2000 RPM Front PTO Kit For 1023E, 1025R, and 1026R. See DTAC solution 111853 when used with BLV10159 Front Quick-Hitch. BLV10159 Front Quick-Hitch was available as an attachment through parts, 47-in. Snow Blower (1474M) option code 2008, 54-in. Snow Blower (02C1M) option code 2008, 52-in. Rotary Broom (3880M) option code 1001, and 60-in. Broom (3790M) option code 2007. <a href="http://dtac.deere.com/Solutions/English/111853.htm">http://dtac.deere.com/Solutions/English/111853.htm</a>	1	\$455.00
5005	Implement Drive Shaft For 2210, 2305, 1023E, 1025R, 1026R, and model year 2017- 2025R	1	\$262.00

Configuration Total: \$5,848.00

54 In. Quick-Hitch Two-Stage Snow Blower

Code	Description	Qty	List Price
02C1M	54 In. Quick-Hitch Two-Stage Snow Blower For X400/X500 Heavy Duty Garden Tractors, X700's, 1023E, 1025R, 1026R, 2305, 2025R, model year 2013-2016 2032R, <u>2320-2720</u> Tractors. BM20761 hydraulic coupler kit required on X465, X475, X700, and X710 Tractors. Compact tractors require dual selective control valve and front attaching support kit. See Sales Manual for front attaching support requirements. See Sales Manual for ballast requirements.	1	\$2,669.00

Options

Required Items:

2010	Less Front Quick-Hitch	1	In Base Price
3016	2000 RPM Front PTO Kit For 1023E, 1025R, and 1026R. See DTAC solution 111853 when used with BLV10159 Front Quick-Hitch. BLV10159 Front Quick-Hitch was available as an attachment through parts, 47-in. Snow Blower (1474M) option code 2008, 54-in. Snow Blower (02C1M) option code 2008, 52-in. Rotary Broom (3880M) option code 1001, and 60-in. Broom (3790M) option code 2007. <a href="http://dtac.deere.com/Solutions/English/111853.htm">http://dtac.deere.com/Solutions/English/111853.htm</a>	1	\$455.00

4010	Less Implement Drive and Upstop	1	In Base Price
Configuration Total:			\$3,124.00

Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
2025R Compact Utility Tractor (18 PTO hp)	1	\$28,496.13	\$28,496.13
54D In. Mid-Mount Side Discharge Mower (1 Family Tractors)	1	\$2,192.00	\$2,192.00
60 In. Heavy-Duty Rotary Broom	1	\$5,848.00	\$5,848.00
54 In. Quick-Hitch Two-Stage Snow Blower	1	\$3,124.00	\$3,124.00
Total Equipment Group Price:			\$39,660.13
Additional Charges			
Freight:		+/-	\$300.00
Setup & Delivery:		+/-	\$400.00
Discounts: mn state bid 17%		+/-	(\$6,861.00)
Trade In Allowance:		+/-	\$0.00
Extended Warranty:		+/-	\$0.00
Taxes:		+/-	\$0.00
Total Additional Charges:			(\$6,161.00)
Total Delivered Price:	4		\$33,499.13

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options noted with 'Net Item Charge' will have additional costs. Pricing and specifications subject to change without notice. Special program pricing may be available on certain models. Ask dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



**TO:** Mayor & City Council  
**FROM:** Paul Senst, Public Works  
Director  
**DATE:** December 27, 2019  
**SUBJECT:** **Purchase of Vacuum  
Excavator Trailer**



**Meeting Date:** 1/6/20  
**Agenda Item:** 12-F  
**Resolution:** 2020-09

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**REQUESTED ACTION**

**Award Purchase of Vacuum Trailer to Trenchers Plus.**

---

**BACKGROUND**

The Hermantown PW/Utilities has asked to purchase a Vacuum Trailer for use in our water break, storm sewer/ catch basin cleaning, utility potholing exploration work. This trailer will be used to safely expose existing utilities that are in the area of our water break excavations, used to remove the “wet” spoil/slop during a water break event, will be used to clean our water main valves and curb stops. This machine will allow the PW/Utility Dept. to do this work safer and more efficiently than we are able to now.

The purchase of this Vacuum Trailer to be \$114,189.00. The purchase is part of the 2020 Capital Improvement Plan under the Vacuum/Jetter Trailer

This equipment is purchased through the State of Minnesota State Bid process

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**SOURCE OF FUNDS (if applicable)**

CIP - 601& 602

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**ATTACHMENTS**

State Bid Spreadsheet  
Representative Picture of Trailer

**Resolution No. 2020-09**

**RESOLUTION AWARDING CONTRACT FOR A VACUUM/HYDRO EXCAVATION UNIT TRAILER TO TRENCHERS PLUS, INC. IN THE AMOUNT OF \$114,189.00 PLUS APPLICABLE TAXES AND FEES**

WHEREAS, the City of Hermantown has included a vacuum/hydro excavation unit trailer in the 2020 Capital Improvement Plan and Budget; and

WHEREAS, the trailer desired by the City is available from Trenchers Plus, Inc. and is on the "State Contract"; and

WHEREAS, the Vacuum/Hydro Excavation Unit Trailer will be purchased from Trenchers Plus, Inc.; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the Vacuum/Hydro Excavation Unit Trailer to Trenchers Plus, Inc.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown as follows:

1. Trenchers Plus, Inc. is hereby determined to be able to provide the Vacuum/Hydro Excavation Unit Trailer to the City on the State Contract.
2. The price of \$114,189.00 plus applicable taxes and fees for the Vacuum/Hydro Excavation Unit Trailer is hereby accepted.
3. Per the CIP the funds for the payment of the Vacuum/Hydro Excavation Unit Trailer will be paid from Fund No. 601 & 602.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2019.

Quote for: **VACUUM/HYDRO EXCAVATION UNIT TRAILER/SKID MOUNTED**

Vendor Name: Trenchers Plus, Inc.  
 Contact Person: John Rabideaux  
 Street Address: 2309 W. Hwy 13  
 PO Box:  
 Vendor Name: Trenchers Plus, Inc.  
 City, State, Zip: Burnsville, MN 55337  
 Phone #: 952-890-6000  
 Toll Free #:  
 Fax #: 952-890-4563  
 Email Address: john@trenchersplus.com

Make & Model Ring-O-Matic 850 HiCFM

Spec #	Description	Qty	Price	Subtotal
1.0	<b>Price for Base Unit: Trailer mounted 800 gallon tank with 50 hp CAT</b>	1	\$ 62,250.00	\$ 62,250.00
1.1	<b>Same Unit with 42 hp CAT diesel and 600 cfm blower</b>		\$ 56,992.00	\$ -
1.2	<b>Skid Mount Unit Deduct</b>		\$ (2,800.00)	\$ -
1.3	<b>Same unit Trailer Mount 800 gallon tank with 81 hp CAT Turbo and 1700 cfm blower</b>		\$ 106,730.00	\$ -
<b>2.0 Debris Body Options</b>				
2.1	Power-Lock Auto Door Opener		Incl	
2.2	In-tank Clean Out System		\$ 865.00	\$ -
2.3	1300 Gallon Tank with 50 HP Diesel w/30,000 GVWR Trailer		\$ 73,975.00	\$ -
<b>3.0 Vacuum System Options</b>				
3.1	Reverse Flow for hose unlogging, tank unloading & filter backflush		Incl.	
3.2	3" Cyclo-Jet Emulsifier Gun		\$ 1,237.00	\$ -
3.3	4" Cyclo-Jet Emulsifier Gun		\$ 1,587.00	\$ -
3.4	25' x 3" Vac Hose	2	\$ 364.00	\$ 728.00
3.5	50' x 3" Vac Hose		\$ 701.00	\$ -
3.6	50' x 4" Vac Hose Upgrade Hi CFM only	1	\$ 828.00	\$ 828.00
3.7	3" x 6' Valve Box Cleanout Tool		\$ 584.00	\$ -
3.8	3" x 8' or 10' Valve Box Cleanout Tool	1	\$ 597.00	\$ 597.00
3.10	6" x 3" Reducer		\$ 241.00	\$ -
3.12	4" X 25' Suction Hose w Couplers on Each End	1	\$ 661.00	\$ 661.00
3.13	4" X 50' Suction Hose (Continuous Length) w Couplers on Each End		\$ 1,010.00	\$ -
3.14	4" X 100' Suction Hose (Continuous Length) w Couplers on Each End		\$ 1,729.00	\$ -
3.15	6" x 15' Suction Hose w Couplers on Each End		\$ 1,184.00	\$ -
3.16	6" x 25' Suction Hose w Couplers on Each End		\$ 1,705.00	\$ -
3.17	4" x 6' Aluminum Extension Tube w Couplers	1	\$ 355.00	\$ 355.00
3.18	4" x 8' Aluminum Extension Tube w Couplers		\$ 448.00	\$ -
3.19	6" x 6' Aluminum Extension Tube w Couplers		\$ 559.00	\$ -
3.20	6" x 8' Aluminum Extension Tube w Couplers		\$ 581.00	\$ -
3.21	3" x 8' or 10' Cyclo-Jet Emulsifier Gun		\$ 1,587.00	\$ -
3.22	6" x 3" Reducer		\$ 273.00	\$ -
<b>4.0 Boom Options</b>				
4.1	3" Boom (2-way) - Manually Rotates 340°, Hydraulically Raises/Lowers, Fixed Length (Specify 10' to 14') w/ Handheld Tethered Remote;		\$ 9,746.00	\$ -
4.2	4" Boom (6-way) - Hydraulically Rotates 340°, Raises/Lowers, Extends/Retracts (10' to 14') and Suction Off/On w/ Handheld Wireless Remote - Hi CFM Only - Needs 4" hose upgrade	1	\$ 14,782.00	\$ 14,782.00
4.3	4" Boom (2-way) - Manually Rotates 340°, Hydraulically Raises/Lowers, Fixed Length (Specify 10' to 14') w/ Handheld Tethered Remote;		\$ 10,805.00	\$ -
4.4	10 Function Remote for Boom	1	\$ 2,290.00	\$ 2,290.00
4.5	8 Function Remote for Boom		\$ 1,630.00	\$ -
4.6	3" Manual Boom (Strong Arm) with 10ft reach		\$ 1,774.00	\$ -
<b>5.0 Pump Options</b>				
5.1	10 GPM High Capacity Pump (see 7.4)		\$ 13,997.00	\$ -
5.2	Dual pump with 6 GPM and 27 GPM High Capacity Pump (see 7.5)		\$ 45,855.00	\$ -

STATE OF MINNESOTA  
PRICING PAGE -

Spec #	Description	Qty	Price	Subtotal
<b>6.0 Hose and Reel Options</b>				
6.1	100' x 3/8" HP Hose Length Upgrade	1	\$ 378.00	\$ 378.00
6.2	150' x 3/8" HP Hose Length Upgrade		\$ 875.00	\$ -
6.3	Spring Retract Hose Reel Upgrade 50 ft. x 3/8" Hose		\$ 564.00	\$ -
<b>7.0 Water system options</b>				
7.1	Removeable Water Heater 200,000 BTU		\$ 5,460.00	\$ -
7.2	Removeable Water Heater 480,000 BTU	1	\$ 6,398.00	\$ 6,398.00
7.3	Anti-Siphon Water Fill Kit		\$ 350.00	\$ -
7.4	10 GPM Jetter Package - Includes upgrade to 61 Hp CAT diesel engine, increases water pump capacity to 10 GPM @ 3000psi, a power retracting reel with 400' of 3/8" ID Hose and Cat Pump nozzle kit.		\$ 13,997.00	\$ -
7.5	27 GPM Jetter Package - Includes upgrade to 81 Hp CAT turbo diesel engine, a 6 GPM water pump provides 6 GPM @ 4000 psi for hydroexcavating and a second water pump which provides 27 GPM @ 2700psi pressure for jetting, a power retracting reel with 400' of 3/4" ID Hose and Cat Pump nozzle kit. Trailer upgraded to 17,000 lb GVWR		\$ 45,855.00	\$ -
7.6	<b>Ring-O-Matic 850 Sub Zero Package</b> includes: Insulated water tank enclosures, Operator station enclosed with heat, heated water valves, heated dump valve, insulated water hose, insulated engine enclosure, oversized 85 Amp alternator, 800 CCA battery. Must choose water heater to accompany this option.	1	\$ 17,950.00	\$ 17,950.00
7.7	770,000 BTU water heater for Jetter Package		\$ 9,962.00	\$ -
7.8	Jetter Reel Hose Leveler and Footage Counter		\$ 1,077.00	\$ -
<b>8.0 Tool box option</b>				
8.1	Aluminum diamond tread tool box	1	\$ 562.00	\$ 562.00
<b>9.0 Other Options</b>				
9.1	Strobe light and Dual LED Work Lights		Incl.	
9.2	8 Function Traffic Director Arrow Board	1	\$ 1,300.00	\$ 1,300.00
9.3	Auxiliary Hydraulic Port with 2,000 PSI @ 8 GPM		\$ 1,096.00	\$ -
9.4	12,000# Hydraulic Power Lift Trailer Jack	1	\$ 2,075.00	\$ 2,075.00
9.5	5500 Watt AC Power Converter	1	\$ 2,185.00	\$ 2,185.00
9.6	Added Trailer Deck Space behind Engine for heater		\$ 821.00	\$ -
9.7	Road and Highway Crack Cleaner w/ 50' x 2 1/2" Flexible Vac Hose		\$ 1,017.00	\$ -
9.8	Hydraulic Power Jack 12K		\$ 2,075.00	\$ -
9.9	Air Compressor Pkg. Model 150-175 Comp pack with 150 CFM-185 psi Includes /81 HP Diesel Engine		\$ 32,690.00	\$ -
<b>10.0 Performance options NA</b>				
<b>11.0 Price Per Loaded Mile</b>				
DELIVERY STARTING POINT - City, State, Zip and price per mile				
11.1			<input type="checkbox"/> Free Delivery	
<b>12.0 Equipment Inspection and Repair</b>				
12.1	Rate For Initial Inspection		No-Charge	
12.2	Rate for Mechanical Work		\$ 100.00	\$ -
<b>13.0 EXTENDED WARRANTY OPTIONS</b> (Specify years, miles or hours extended term covers.)				
13.1	Extended 2 Year Warranty 850 HI CFM	1	\$ 850.00	\$ 850.00
13.2	Extended 2 Year Warranty 850 and 1300 VacExtreme		\$ 1,100.00	\$ -
13.3				\$ -
<b>14.0 New Equipment Rental Program</b>				
14.1	Hourly Rental Rate		NA	
14.2	Weekly		\$ 1,450.00	\$ -
14.3	Monthly Rental Rate		\$ 3,500.00	\$ -
	Percent (%) of rental rate applied to Purchase Price		100.00%	
			<b>Total Cost</b>	<b>\$ 114,189.00</b>



**Resolution No. 2020-10**

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR  
AND CITY CLERK TO EXECUTE AND DELIVER A COOPERATIVE AGREEMENT  
BETWEEN ST. LOUIS COUNTY AND THE CITY OF HERMANTOWN  
FOR 2020 ROAD STRIPING CP 0000-369583**

WHEREAS, St. Louis County has prepared a maintenance striping project to maintain pavement markings on its county highways, identified further as CP 0000-369583; and

WHEREAS, the Hermantown City Council approved Resolution 2019-187 requesting to participate in this maintenance striping project to maintain pavement markings on their city streets; and

WHEREAS, St. Louis County has approved Hermantown to participate in this maintenance striping project, which work hereafter will be referred to as the "Project"; and

WHEREAS, St. Louis County and Hermantown have each determined the locations, quantities and types of pavement markings on their respective highways and streets; and

WHEREAS, St. Louis County and Hermantown have agreed to participate in the Project costs as hereinafter set forth; and

WHEREAS, the City Administrator and City Council have reviewed the Agreement and believe that it is in the best interest of the City of Hermantown to approve the Agreement and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota as follows:

1. An Agreement substantially in the form of the one attached hereto as Exhibit A is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

**EXHIBIT A**  
**Cooperative Agreement**

**COOPERATIVE AGREEMENT  
BETWEEN**

**COUNTY OF ST. LOUIS  
AND  
CITY OF HERMANTOWN**

**THIS AGREEMENT**, hereinafter referred to as the "Agreement," is made and entered into between the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "St. Louis County", and the CITY OF HERMANTOWN, a duly organized city within the State of Minnesota, hereinafter referred to as "Hermantown".

**WITNESSETH:**

**WHEREAS**, St. Louis County has prepared a maintenance striping project to maintain pavement markings on its county highways, identified further as CP 0000-369583; and

**WHEREAS**, Hermantown has requested to participate in this maintenance striping project to maintain pavement markings on their city streets; and

**WHEREAS**, St. Louis County has approved Hermantown to participate in this maintenance striping project, which work hereafter will be referred to as the "Project"; and

**WHEREAS**, St. Louis County and Hermantown have each determined the locations, quantities and types of pavement markings on their respective highways and streets; and

**WHEREAS**, St. Louis County and Hermantown have agreed to participate in the Project costs as hereinafter set forth.

**THEREFORE**, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, proposal and engineer's estimate for said Project in accordance with the 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction".
2. Hermantown shall provide to St. Louis County with the required locations, quantities and types of pavement markings that will be placed within Hermantown. St. Louis County shall incorporate said information into the plan and proposal.
3. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes.



4. St. Louis County shall perform all necessary contract administration, and shall administer the terms of the contract from contract award to the certification of final payment. Hermantown shall pay to St. Louis County a flat fee in the amount of \$300.00 for contract administration services rendered by St. Louis County to Hermantown under this Agreement.
5. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
6. Hermantown shall perform all record keeping and construction inspection for quantities associated with Hermantown's portion of the Project in accordance with the plan and proposal, and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
7. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities or change orders applied to St. Louis County.
8. Hermantown's cost participation shall be 100 percent of Hermantown's quantities as provided in the plan and proposal at the contract unit prices. Hermantown shall also be responsible for 100 percent of the cost of overrun in Hermantown's quantities or change orders applied to Hermantown. Hermantown shall approve any change orders in writing.
9. Hermantown shall pay to St. Louis County upon award of the contract 95 percent of Hermantown's obligation as contained in the awarded contractor's bid, within 35 days of receipt of an invoice from St. Louis County.
10. Upon completion of the Project, Hermantown shall pay to St. Louis County the remaining balance of Hermantown's obligation of the Project, plus the contract administration fee, within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project and administrative costs, they will be returned to Hermantown without interest.
11. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Hermantown as an insured party in the amounts listed in the insurance requirements contained in the contract.
12. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a.

13. Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
14. Any and all employees of Hermantown, while engaged in the performance of any work or service which Hermantown is specifically required to perform under this Agreement, shall be considered employees of Hermantown only and not of St. Louis County. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of Hermantown.
15. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only and not of Hermantown. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of St. Louis County.

St. Louis County  
City of Hermantown  
2020 Maintenance Striping Project  
CP 0000-369583

**CITY OF HERMANTOWN**

**COUNTY OF ST. LOUIS**

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Public Works Director/Highway Engineer

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
City Attorney

Damion No. \_\_\_\_\_

**TO:** Mayor & City Council

**FROM:** John Mulder, City  
Administrator

**DATE:** December 31, 2019

**Meeting Date:** 1/6/20

**SUBJECT:** 2020 Road Improvement Plan    Agenda Item: 12-H    Resolution 2020-11



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**REQUESTED ACTION**

**Approval final plans and specifications and ordering advertisement for bids for the 2020 Road Improvement Plan**

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**BACKGROUND**

Following the Public Hearing on the August 5, 2019, the City Council authorized that plans and specifications be prepared for the 2020 Road Improvement projects and hired TKDA as the Project Engineer. A public information meeting was held on October 15, 2019 which allowed the residents to hear and provide input on some of the design of the roads.

TKDA has completed the plans and specifications and are now ready to advertise for bids for the project. The hard copy of the plans and specifications are on file at City Hall.

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**SOURCE OF FUNDS (if applicable)**

Road Improvement Fund - 475

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**ATTACHMENTS**

Resolution  
Advertisement for Bids  
Road Improvement Plan Calendar  
Plans & Specifications (electronically only)

**Resolution No. 2020-11**

**RESOLUTION APPROVING FINAL PLANS AND  
SPECIFICATIONS AND ORDERING ADVERTISEMENT  
FOR BIDS FOR 2020 ROAD IMPROVEMENT DISTRICT NO. 531 & NO. 532**

WHEREAS, Toltz, King, Duvall, Anderson & Associates, Inc. D/B/A TKDA, the Project Engineer hired by the City has prepared final plans and specifications for sewer extension for 2020 Road Improvement District No. 531 & No. 532; and

WHEREAS, such final plans and specifications have been presented to the City Council; and

WHEREAS, the City Council has reviewed such final plans and specifications and believes it to be in the best interest of the City of Hermantown to approve such final plans and specifications; and

WHEREAS, the City will finance the Project from an issue of tax-exempt bonds; and

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for construction of the improvements described in such final plans and specifications; and

WHEREAS, the City Council believes that it is in the best interest of the City of Hermantown that such bids be advertised for at the earliest possible time.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows:

1. The final plans and specifications prepared by Toltz, King, Duvall, Anderson & Associates, Inc. D/B/A TKDA are hereby approved and ordered placed on file in the office of the City Clerk.
2. WHEREAS, the City reasonably expects to finance the Project from an issue of tax-exempt bonds. In advance of issuance of the bonds, it will be necessary for the City to temporarily finance certain costs of the Project by using either working capital or cash reserves, which are needed for other purposes. The City reasonably expects to reimburse itself from the proceeds of the bonds within eighteen (18) months after the date the Project is paid from such working capital or cash reserves.
3. The City Clerk is hereby directed to file such final plans and specifications in the permanent records of the City.
4. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper an advertisement for bids for 2020 Road Improvement District No. 531 & No. 532 in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on January 9, 2020, January 16, 2020 and January 23, 2020.
5. Such advertisement shall specify the work to be done, shall state that the bids will be publicly opened and tabulated by the Consulting Engineer and the City Clerk on **Thursday, January 30, 2020, at 10:00 a.m.**, that the tabulated bids will be considered at the City Council meeting on **February 18, 2020 at 6:30 p.m.**, and shall state that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City

of Hermantown for five percent (5%) of the amount bid.

6. The notice to be published shall be substantially in the form of the one attached hereto as Exhibit A.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 6, 2020.

## EXHIBIT A

### ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, January 30, 2020** for construction of road improvements along Hermantown Rd (MSA 102), Johnson Rd, Alexander Rd, Portland Rd, and Carlson Rd. The project takes place in the City of Hermantown in accordance with the plans and specifications on file in the office of the City Clerk, the Duluth Builders Exchange, Minnesota Builders Exchange and QuestCDN. Major work items include: reclamation of bituminous surfaces on Hermantown, Johnson, and Portland Roads; reconstruction of Carlson Rd and Alexander Rd; minor sanitary sewer repairs; watermain repairs; re-ditching; aggregate base; bituminous paving; wetland and yard restoration.

**A mandatory pre-bid meeting will be held at 10:00 a.m. on Thursday, January 16, 2020 at the Hermantown Government Services Building.**

All bids shall be made on the proposal form contained in the specifications and shall be accompanied by a cashier's check, bid bond or certified check payable to the order of the City of Hermantown for not less than five percent (5%) of the amount bid.

Digital image copies of the Bidding Documents are available QuestCDN. These documents may be downloaded by selecting this project from the PROJECT BID INFORMATION on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

Bids shall be mailed or delivered to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement or summary as to the work for which the bid is made.

The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the City Clerk and the City Engineer at **10:00 a.m., Thursday, January 30, 2020** at the Hermantown Government Services Building, located at 5105 Maple Grove Road. Any questions regarding the project should be directed to Jon Loye, P.E. at 218-491-7387 or [jon.loye@tkda.com](mailto:jon.loye@tkda.com).

Authorized by the City Council.

BONNIE ENGSETH, CLERK  
City of Hermantown

March 4, 2019  
City Council  
approved city's  
Financial  
Management Plan



May 16, 2019  
Initial  
Public  
Information  
Meeting



June 3, 2019  
City Council  
orders  
feasibility  
study



July 1, 2019  
City Council  
accepts  
feasibility  
study



July 29, 2019  
Second  
Public  
Information  
Meeting

# ROAD IMPROVEMENT

August 5, 2019  
Public Hearing  
2nd Opportunity  
for Comments &  
Concerns



August 5, 2019  
City Council  
resolution  
authorizing  
plans & specs



October 15, 2019  
Third  
Public  
Information  
Meeting



January 6, 2020  
City Council  
approves plans  
and orders  
advertisement for  
construction bids



February 17, 2020  
Project bids  
reviewed, City  
Council awards  
construction  
contract

May 18, 2020  
Weather-dependent  
estimated road  
construction  
start date



October 15, 2020  
Weather-dependent  
estimated road  
construction  
completion date



October 19, 2020  
Public Hearing  
on individual  
assessments

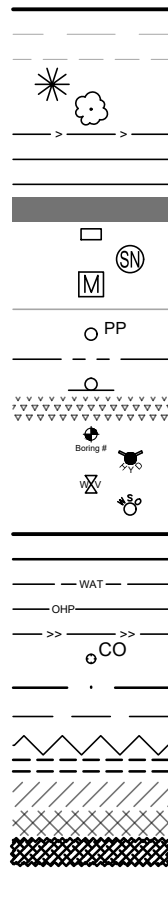


November 16, 2020  
City Council  
approves the final  
assessments for  
2021 tax purposes



PLAN SYMBOLS

- ROADWAY CENTERLINE
- CONTOUR - MAJOR (5')
- CONTOUR - MINOR (1')
- CONIFEROUS TREE
- DECIDUOUS TREE
- DRAINAGE CULVERT
- EDGE OF AGGREGATE BASE
- EDGE OF BITUMINOUS
- BITUMINOUS PAVEMENT
- MAILBOX
- MANHOLE - SANITARY
- METER - ELECTRIC
- PROPERTY LINE
- POWER POLE
- RIGHT OF WAY
- SIGN
- SOD
- SOIL BORING
- HYDRANT
- VALVE - WATER
- CURB STOP
- UTILITY LINE - COMMUNICATION
- UTILITY LINE - UNDERGROUND GAS
- UTILITY LINE - WATER
- UTILITY LINE - OVERHEAD POWER
- UTILITY LINE - SANITARY SEWER
- SANITARY SEWER CLEANOUT
- PROJECT LIMITS
- SAWING BIT PAVEMENT (FULL DEPTH)
- SEDIMENT CONTROL LOG
- DITCH BOTTOM
- REMOVE BITUMINOUS PAVEMENT
- PAVEMENT SECTION RECONSTRUCTION
- ROCK OUTCROPPING



# MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF HERMANTOWN, MN

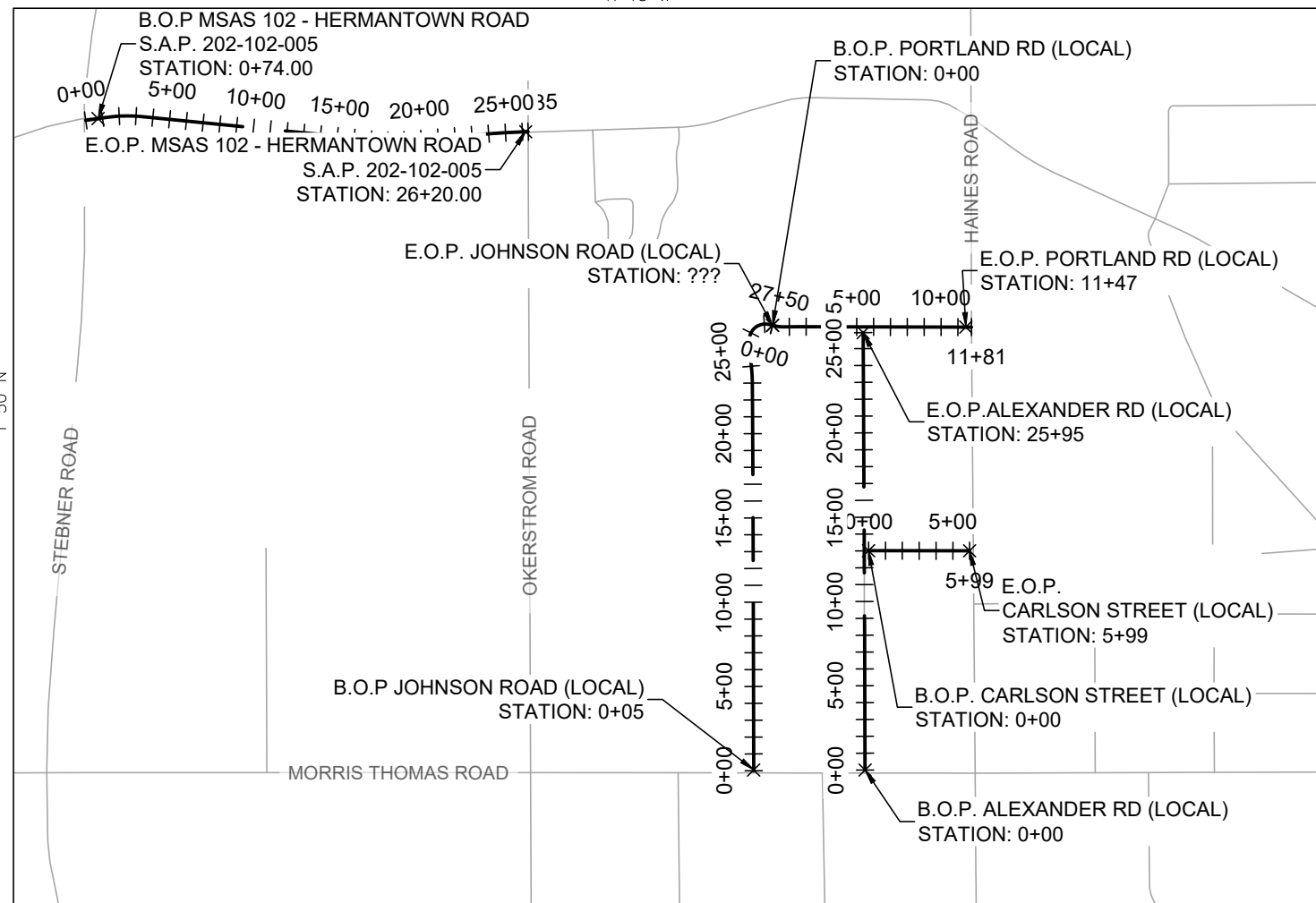
SAP 202-102-005

## CONSTRUCTION PLAN FOR RECLAMATION, BASE REPAIR, DITCHING AND BITUMINOUS PAVING

LOCATED ALONG: MSAS 102 - HERMANTOWN ROAD AND LOCAL ROADS (SID # 531)  
FROM: MSAS 103 STEBNER ROAD TO: OKERSTROM ROAD

GROSS LENGTH 2546 FEET 0.482 MILES  
BRIDGES-LENGTH \_\_\_\_\_ FEET \_\_\_\_\_ MILES  
EXCEPTIONS-LENGTH \_\_\_\_\_ FEET \_\_\_\_\_ MILES  
NET LENGTH 2546 FEET 0.482 MILES  
EQUATIONS: \_\_\_\_\_ NONE \_\_\_\_\_

CITY OF HERMANTOWN STREET IMPROVEMENT DISTRICTS (SID)  
SID # 531 ALEXANDER RD, CARLSON ST, JOHNSON RD. & PORTLAND RD.  
SID # 532 HERMANTOWN ROAD



DATE: 12/2/2019 2:12:25 PM  
FILENAME: \\DCSRV01.TKDA.COM\PROJECTS\G-M\HERMANTOWN\_CITY\17587.000\04\_PRODUCTION\01\_CAD\02\_SHEETS

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE 2017 CITY OF HERMANTOWN STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL APPLY.

THE 2013 CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS SHALL APPLY.

TRAFFIC CONTROL NOTE:  
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO AND BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD), INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

UTILITY NOTE:  
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

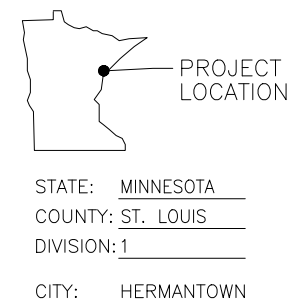
SHEET INDEX	
001	TITLE SHEET
002	STATEMENT OF ESTIMATED QUANTITIES
004	SCHEDULES
020	TYPICAL SECTIONS
027	DETAILS
033	EXISTING CONDITIONS & REMOVALS - MSAS 102 HERMANTOWN RD
036	PLAN & PROFILE - MSAS 102 - HERMANTOWN RD
041	CROSS SECTIONS - MSAS 102 - HERMANTOWN RD
051	EROSION CONTROL & TURF ESTABLISHMENT - MSAS 102
054	TRAFFIC CONTROL - MSAS 102
055	STRIPING AND PERMANENT TRAFFIC CONTROL - MSAS 102
056	EXISTING CONDITIONS & REMOVALS - JOHNSON RD
059	PLAN & PROFILE - JOHNSON RD
064	CROSS SECTIONS - JOHNSON RD
085	EROSION CONTROL - JOHNSON RD
088	EXISTING CONDITIONS & REMOVALS - PORTLAND RD
089	PLAN & PROFILE - PORTLAND RD
091	PORTLAND ROAD CROSS SECTIONS
096	EROSION CONTROL - PORTLAND RD
097	ALEXANDER ROAD EXISTING CONDITIONS & REMOVALS
100	ALEXANDER ROAD PLAN & PROFILE
105	ALEXANDER ROAD CROSS SECTIONS
111	EROSION CONTROL - ALEXANDER RD
114	EXISTING CONDITIONS & REMOVALS - CARLSON RD
115	PLAN & PROFILE - CARLSON RD
116	CROSS SECTIONS - CARLSON RD
118	EROSION CONTROL - CARLSON RD
119	TRAFFIC CONTROL - LOCAL ROADS
120	STRIPING AND PERMANENT TRAFFIC CONTROL - LOCAL ROADS

### ROAD DESIGN DESIGNATIONS

ADT (2015)	3066
ADT (2020)	4599
FUNCTIONAL CLASS	MAJOR COLLECTOR
NO OF TRAFFIC LANES	2
NO OF PARKING LANES	0
SHOULDER WIDTH	2
R-VALUE	20
TON DESIGN	10
ESALS	600,000
DESIGN SPEED (MPH):	40

BASED ON STOPPING SIGHT DISTANCE.  
3.5' HEIGHT OF EYE  
2.0' HEIGHT OF OBJECT

	MSAS 102 HERMANTOWN RD STEBNER TO OKERSTROM	PORTLAND RD (LOCAL)	JOHNSON RD (LOCAL)	ALEXANDER RD (LOCAL)	CARLSON RD (LOCAL)
ADT (2015)	3066	300	300	300	300
ADT (2020)	4599	300	300	300	300
FUNCTIONAL CLASS	MAJOR COLLECTOR	LOCAL	LOCAL	LOCAL	LOCAL
NO OF TRAFFIC LANES	2	2	2	2	2
NO OF PARKING LANES	0	0	0	0	0
SHOULDER WIDTH	2	2	2	2	2
R-VALUE	20	20	20	20	20
TON DESIGN	10	9	9	9	9
ESALS	600,000	50,000	50,000	50,000	50,000
DESIGN SPEED (MPH):	40	30	30	30	30



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

SAP 202-102-005

TKDA PROJECT NO: 17587.000

SID # 531 & 532

Sheet No. 1 of 126 Sheets

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



SIGNATURE: [Signature]  
PRINTED NAME: JON LOYE  
DATE: 12/30/19 LIC. NO. 52222

APPROVED: \_\_\_\_\_ PROJECT OWNER, CITY OF HERMANTOWN \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DISTRICT STATE AID ENGINEER: \_\_\_\_\_

APPROVED FOR STATE AID FUNDING: \_\_\_\_\_ DATE: \_\_\_\_\_  
STATE AID ENGINEER \_\_\_\_\_

PLOT DATE: Dec 31, 2019 - 10:42am  
 FILENAME: \\cdsrv01.tkda.com\projects\g-m\hermantown\_city\17587.000\04\_production\01\_CAD\02\_sheets\170587000 - Hermantown Street Improvement District 531 Title Sheet.dwg

ITEM NO.	NOTE NO. (SEE SHEET 3)	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES
1		2021.501	MOBILIZATION	LUMP SUM	0.20		0.80	1
2		2101.501	CLEARING & GRUBBING	LUMP SUM	0.20		0.80	1
3	1	2101.524	CLEARING	TREE	11			11
4		2101.524	GRUBBING	TREE	11			11
5	10	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	18	18	81	117
6		2104.502	SALVAGE SIGN TYPE SPECIAL	EACH			2	1
7	3	2104.502	SALVAGE SIGN TYPE C	EACH			2	2
8		2104.502	REMOVE SIGN TYPE C	EACH	7		17	24
9	6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	18		81	99
10		2104.502	REMOVE HYDRANT	EACH		3	11	14
11		2104.502	REMOVE GATE VALVE AND BOX	EACH		3	11	14
12		2104.502	REMOVE CURB STOP AND BOX	EACH			7	7
13	8,9	2104.503	REMOVE PIPE CULVERTS	LIN FT	759		1831	2590
14		2104.503	REMOVE CURB AND GUTTER	LIN FT			50	50
15		2104.503	REMOVE WATER MAIN	LIN FT		15	668	683
16		2104.503	REMOVE WATER SERVICE	LIN FT			191	191
17		2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT			10	10
18		2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	299		845	1144
19		2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	530		3140	3670
20		2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD			1205	1205
21		2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD			17	17
22		2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	3124		18307	21431
23		2105.507	COMMON EXCAVATION (P)	CU YD	573	1881	11511	13965
24		2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD		1497	5691	7188
25		2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	358		671	1029
26		2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD		130	2113	2243
27	2	2215.504	FULL DEPTH RECLAMATION	SQ YD	6789		7340	14129
28		2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	283		789	1072
29		2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	710		2497	3207
30		2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C)	TON	1426		2176	3602
31		2501.502	15" RC PIPE APRON	EACH			14	14
32		2501.502	24" RC PIPE APRON	EACH			2	2
33		2501.502	30" RC PIPE APRON	EACH	2			2
34		2501.502	36" RC PIPE APRON	EACH	2			2
35		2501.503	15" RC PIPE CULVERT	LIN FT			288	288
36		2501.503	24" RC PIPE CULVERT	LIN FT			48	48
37		2501.503	30" RC PIPE CULVERT	LIN FT	48			48
38		2501.503	36" RC PIPE CULVERT	LIN FT	56			56
39		2501.503	15" CS PIPE CULVERT	LIN FT	657		1720	2377
40		2501.503	18" CS PIPE CULVERT	LIN FT	62			62
41		2503.602	SANITARY SEWER SPOT REPAIRS	EACH			1	1

NO.	DATE	BY	DESCRIPTION OF REVISIONS

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2020 HERMANTOWN SID 531 & 532

CITY OF HERMANTOWN, MINNESOTA

STATEMENT OF ESTIMATED QUANTITIES

S.A.P. 202-102-005

SHEET NO. 002 OF 126 SHEETS

PLOT DATE: Dec 31, 2019 - 10:42am  
 FILENAME: \\cdsrv01.tkda.com\projects\g-m\hermantown\_city\17587.000\04\_production\01\_CAD\02\_sheets\170587000 - Hermantown Street Improvement District 531 Title Sheet.dwg

ITEM NO.	NOTE NO.	SPEC NO.	ITEM DESCRIPTION	UNIT OF MEASURE	PARTICIPATING QUANTITIES	NON-PARTICIPATING QUANTITIES HERMANTOWN ROAD	NON-PARTICIPATING QUANTITIES LOCAL ROADS	TOTAL QUANTITIES
42		2504.602	CONNECT TO EXISTING WATER MAIN	EACH		4	12	16
43		2504.602	RELOCATE HYDRANT	EACH		1		1
44		2504.602	HYDRANT	EACH		3	11	14
45		2504.602	CURB STOP & BOX	EACH			8	8
46	11	2504.602	6" GATE VALVE AND BOX	EACH		3	11	14
47		2504.602	MAGNETIZED TRACER BOX	EACH		4	18	22
48		2504.603	WATER SERVICE	LIN FT			215	215
49		2504.603	6" HDPE WATER MAIN SDR 11	LIN FT		30	142	172
50		2504.603	8" HDPE WATER MAIN SDR 11	LIN FT			610	610
51	12	2506.502	ADJUST FRAME AND RING CASTING	EACH	8		16	24
52		2511.507	RANDOM RIPRAP CLASS III	CU YD	56		86	142
53		2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT			200	200
54		2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD			82	82
55	6	2540.602	MAIL BOX SUPPORT	EACH	18		82	100
56	5	2563.601	TRAFFIC CONTROL	LUMP SUM	0.20		0.80	1
57	3	2564.502	INSTALL SIGN TYPE SPECIAL	EACH			2	2
58	4,10	2564.502	SIGN PANELS TYPE SPECIAL	EACH		18	82	100
59		2564.518	SIGN PANELS TYPE C	SQ FT	43		106	149
60	7	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.20		0.80	1
61		2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	3289		13022	16311
62		2574.507	COMMON TOPSOIL BORROW	CU YD	293		685	978
63		2574.508	FERTILIZER TYPE 1 (20-10-20)	POUND	162		300	462
64	7	2575.504	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	2618		4727	7345
65	7,13	2575.504	SODDING TYPE LAWN	SQ YD	2657		7621	10278
66	7	2575.505	SEEDING	ACRE	0.5		1.0	1.5
67	7	2575.508	SEED MIXTURE 25-151	POUND	54		100	154
68		2580.503	INTERIM PAVEMENT MARKING	LIN FT	7638			7638
69		2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	5092			5092
70		2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	2546			2546

**CONSTRUCTION NOTES:**

- TREES THAT HAVE BRANCHES OVERHANGING THE WORK AREA SHALL BUT TRIMMED WITH PRUNING SAW.
- RECLAMATION IS ANTICIPATED TO BE DEPTH SHOWN ON PLANS. IF EXISTING BITUMINOUS IS THICKER THAN DEPTH OF RECLAIM SHOWN, ADDITIONAL DEPTH WILL BE REQUIRED. SOIL BORINGS ARE INCLUDED FOR REFERENCE, NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR AREAS OF DEEPER RECLAMATION.
- CONTRACTOR SHALL SALVAGE, STORE, AND RE-INSTALL SIGNS.
- FIRE NUMBER SIGNS SHALL INCLUDE GALVANIZED U-CHANNEL SUPPORT.
- CONTRACTOR SHALL MAINTAIN TRAFFIC AND ACCESS TO DRIVEWAYS AT ALL TIMES.
- MAIL SHALL NOT BE INTERRUPTED, MAILBOXES SHALL BE REMOVED AND INSTALLED ON THE SAME DAY.
- ALL AREAS DISTURBED BY GRADING SHALL BE RESTORED WITH 4" TOPSOIL BORROW (SALVAGED FROM EXISTING TO THE EXTENT PRACTICAL AND APPROVED BY ENGINEER. BID ASSUMES 2" IMPORTED TOPSOIL) AND EITHER SOD (WHERE LAWNS WERE EXISTING), OR SEED, FERTILIZER, AND EROSION CONTROL BLANKET (WOODED AREAS AND DITCHES).
- REMOVE AND REPLACE ALL DRIVEWAY CULVERTS (INCLUDING APRONS WHERE EXISTING).
- REMOVE AND REPLACE ALL CENTERLINE CULVERTS (INCLUDING APRONS WHERE EXISTING).
- REMOVE AND REPLACE ALL FIRE NUMBER/ADDRESS SIGNS.
- ALL VALVE BOXES SHALL BE ADJUSTED PER CITY OF HERMANTOWN CONSTRUCTION STANDARDS.
- ALL MANHOLE CASTINGS SHALL BE ADJUSTED PER TO CITY OF HERMANTOWN CONSTRUCTION STANDARDS.
- SOD LOCATED ON SLOPES OR DITCH BOTTOMS SHALL BE HELD IN PLACE WITH LANDSCAPE STAPLES.
- CONTRACTOR TO VERIFY DRIVEWAY REPLACEMENT MATERIAL AT THE TIME OF CONSTRUCTION WITH THE CITY OF HERMANTOWN. REPLACEMENT MATERIAL FOR NON-BITUMINOUS DRIVEWAYS IS TO BE DETERMINED BY THE CITY ENGINEER AT THE TIME OF CONSTRUCTION.

BASIS FOR PLANNED QUANTITIES	
<b>AGGREGATE BASE</b>	
AGGREGATE BASE (CLASS 5)	
AGGREGATE BASE (LV) (CLASS 5)	(CV)x1.3
<b>PLANT MIXED BITUMINOUS SURFACE</b>	
TYPE SP 9.5 BITUMINOUS MIXTURE	120 LBS. / S.Y. / 1"
TYPE SP 12.5 BITUMINOUS MIXTURE	120 LBS. / S.Y. / 1"
BITUM. MATERIAL FOR TACK COAT	0.05 GAL. / S.Y.
BITUM. MATERIAL FOR SHOULDER TACK	0.25 GAL. / S.Y.
<b>TURF ESTABLISHMENT</b>	
SEED MIXTURE 25-151	120 LB/AC
MULCH MATERIAL TYPE 1	2 TONS/AC
FERTILIZER TYPE 1 (20-10-20)	350 LB/AC

NO.	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED	WD
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CHECKED	JL

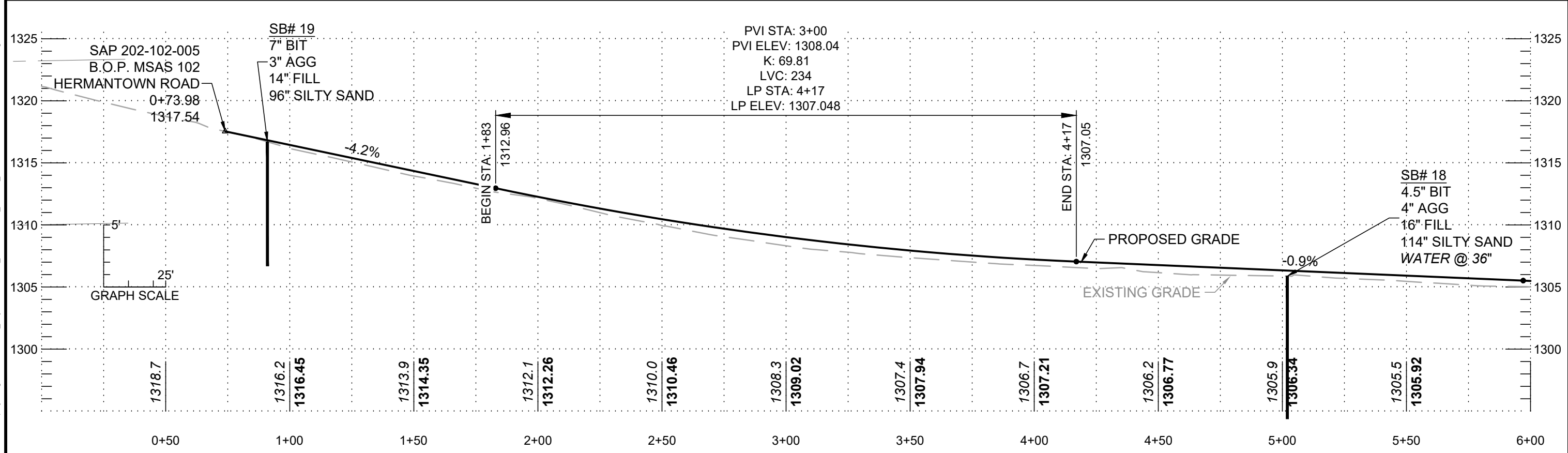
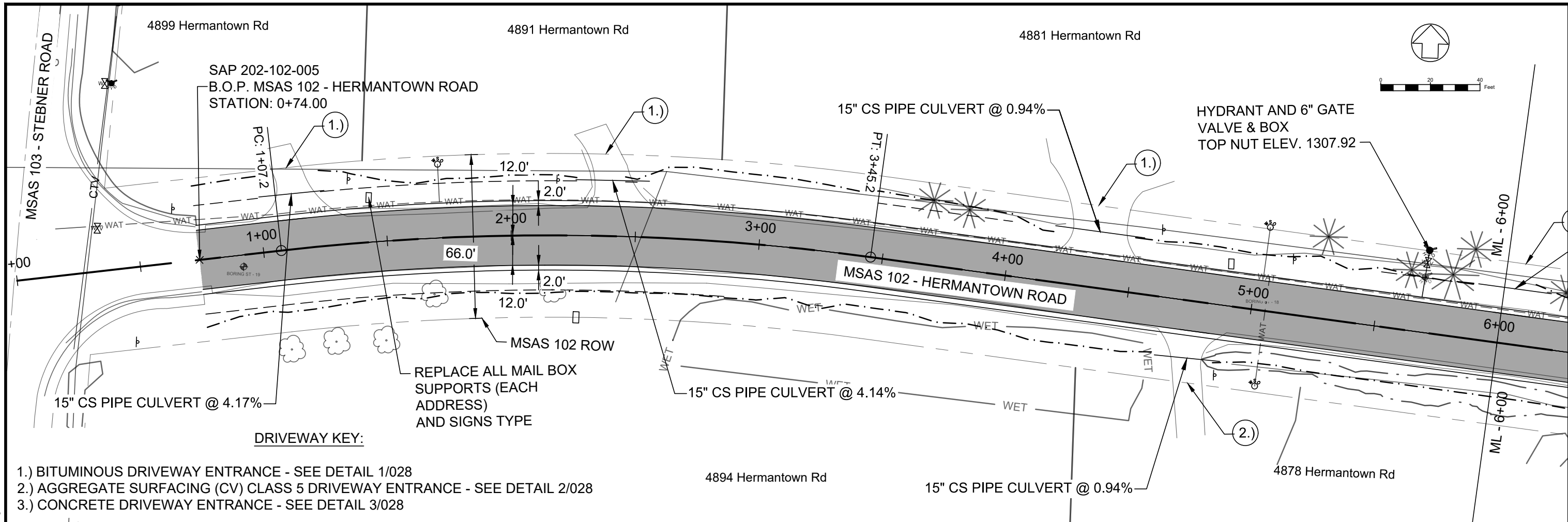
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2020 HERMANTOWN SID 531 & 532  
 CITY OF HERMANTOWN, MINNESOTA

STATEMENT OF ESTIMATED QUANTITIES (2)  
 S.A.P. 202-102-005 SHEET NO. 003 OF 126 SHEETS



PLOT DATE: Dec 30, 2019 - 10:08am  
 FILENAME: \\cdsrv01.tkda.com\projects\g-m\Hermantown\_City\17587.000104\_Production\01\_CAD\01\_Xrefs\17587000 Hermantown Road Alignment Base.dwg

NO.	DATE	BY	DESCRIPTION OF REVISIONS

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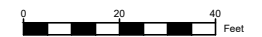
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 CITY OF HERMANTOWN, MINNESOTA

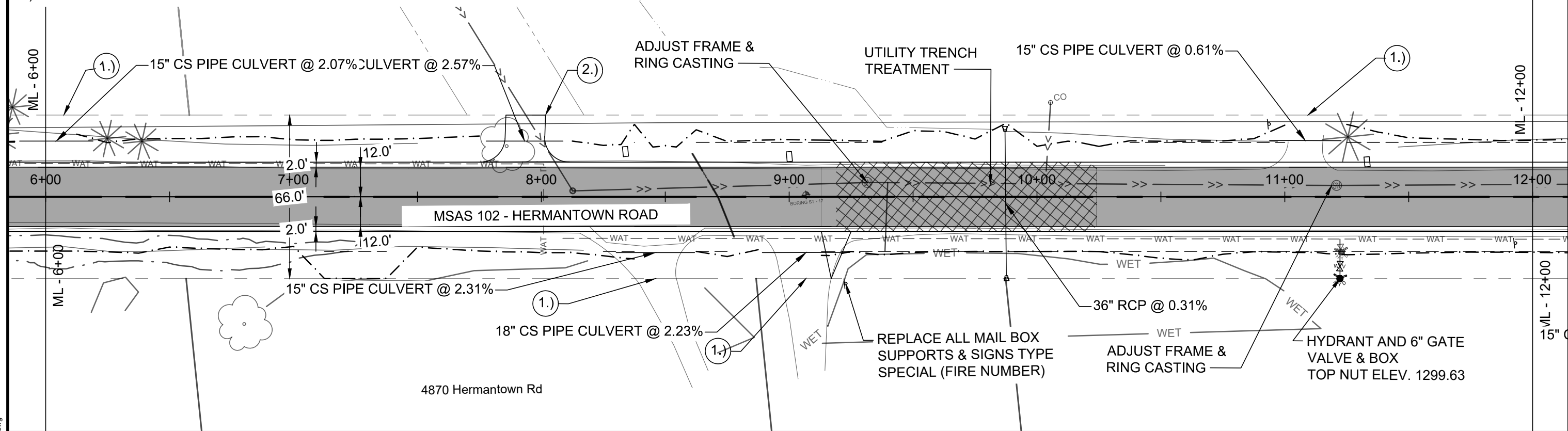
PLAN & PROFILE - MSAS 102 0+74 - 6+00  
 S.A.P. 202-102-005  
 SHEET NO. 036 OF 120 SHEETS

**DRIVEWAY KEY:**

- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
- 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
- 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



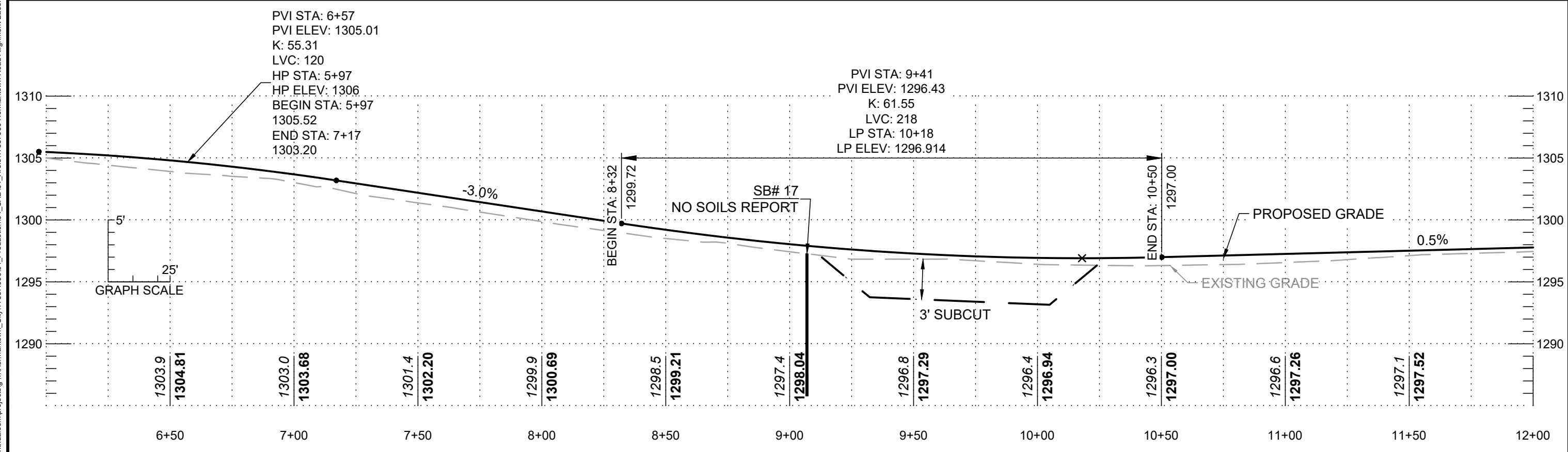
4859 Hermantown Rd



4870 Hermantown Rd

PVI STA: 6+57  
 PVI ELEV: 1305.01  
 K: 55.31  
 LVC: 120  
 HP STA: 5+97  
 HP ELEV: 1306  
 BEGIN STA: 5+97  
 1305.52  
 END STA: 7+17  
 1303.20

PVI STA: 9+41  
 PVI ELEV: 1296.43  
 K: 61.55  
 LVC: 218  
 LP STA: 10+18  
 LP ELEV: 1296.914



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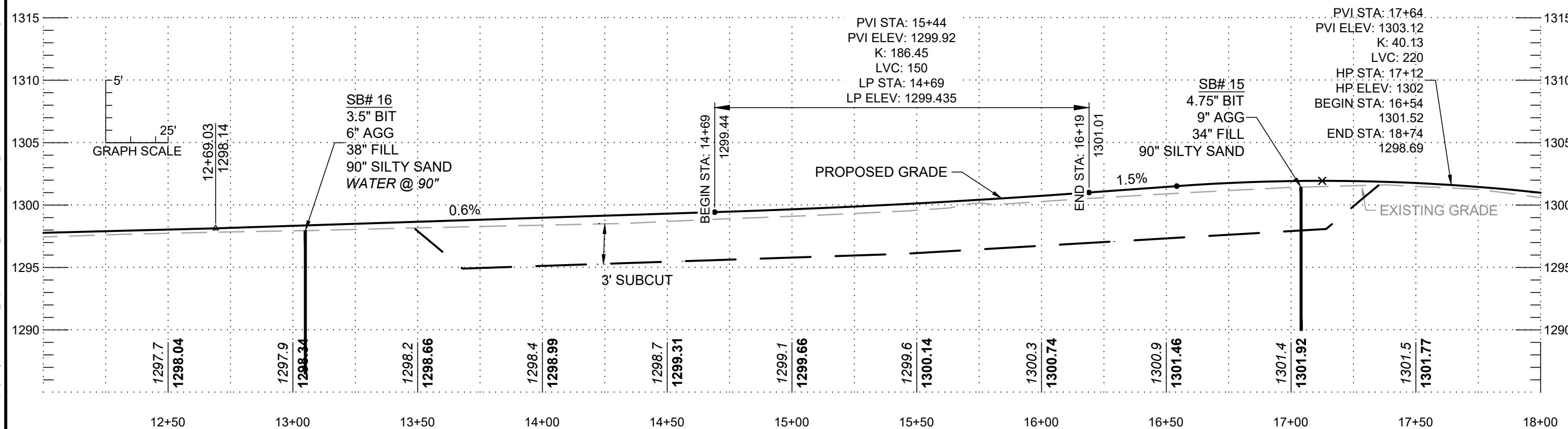
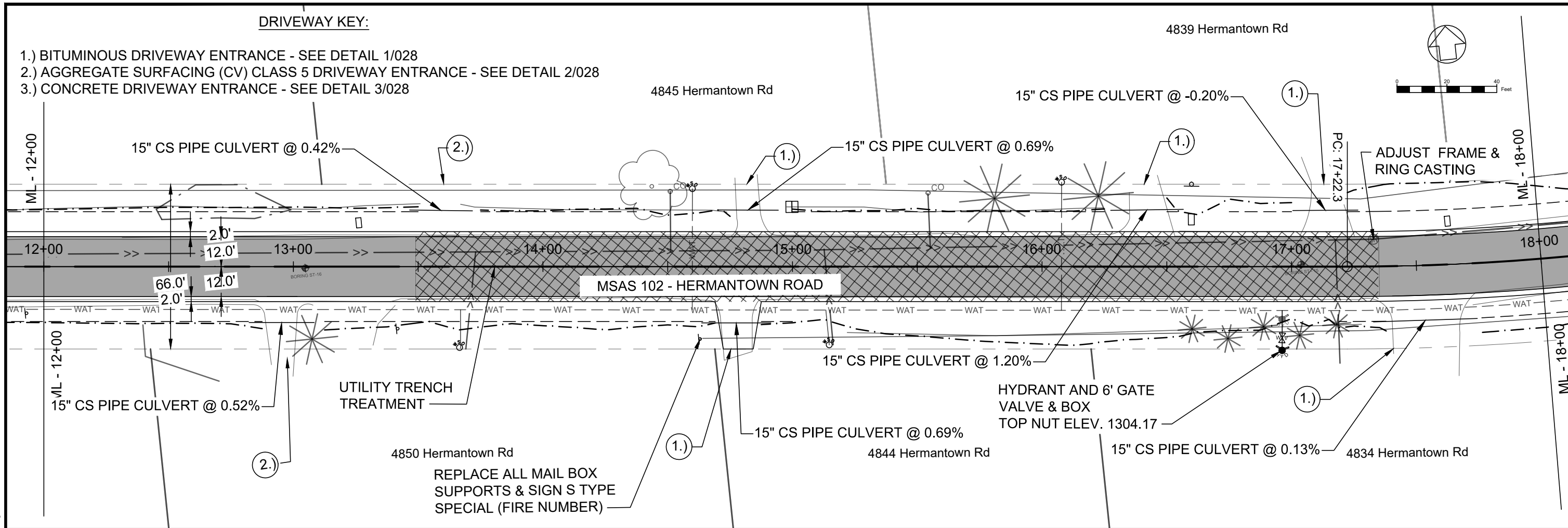
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2020 HERMANTOWN SID 531 & 532  
 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE - MSAS 102 6+00 - 12+00  
 S.A.P. 202-102-005 SHEET NO. 037 OF 120 SHEETS

**DRIVEWAY KEY:**

- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
- 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
- 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



PLOT DATE: Dec 30, 2019 - 10:08am  
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NO.	DATE	BY	DESCRIPTION OF REVISIONS

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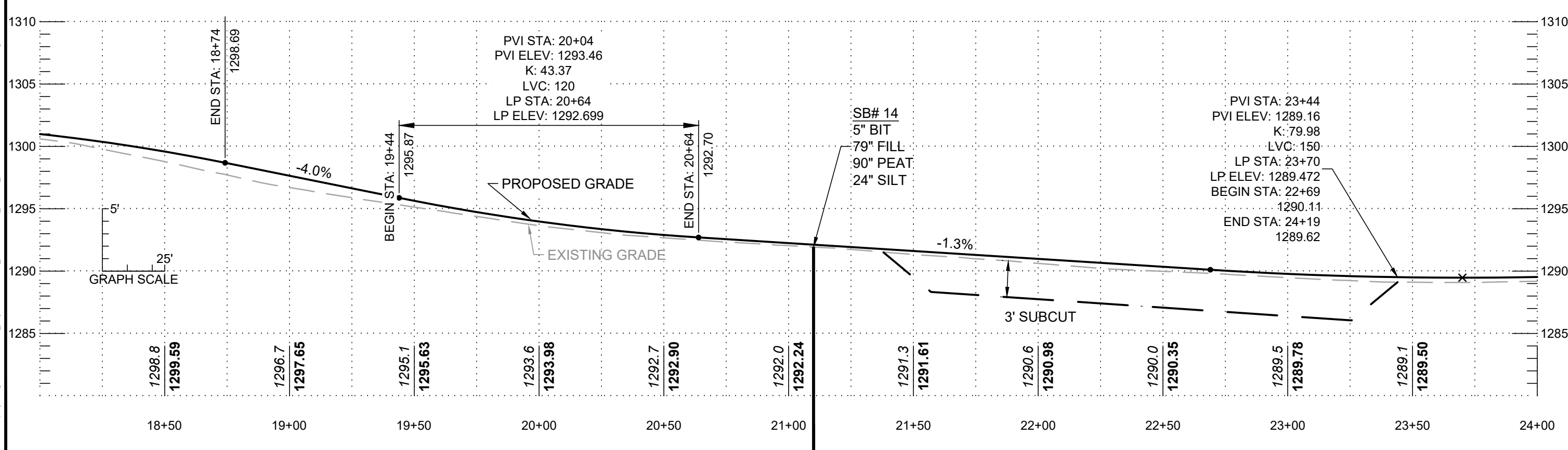
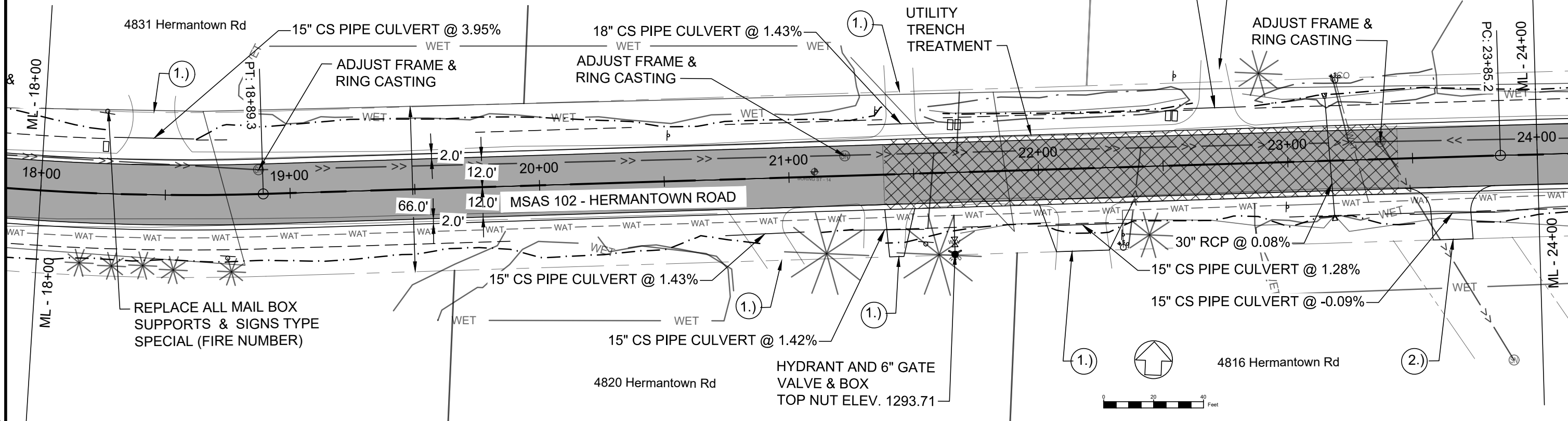

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2020 HERMANTOWN SID 531 & 532  
 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE - MSAS 102 12+00 - 18+00  
 S.A.P. 202-102-005 SHEET NO. 038 OF 120 SHEETS

**DRIVEWAY KEY:**

- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
- 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
- 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



PLOT DATE: Dec 30, 2019 - 10:08am  
 FILE NAME: \\cdsrv01\ktda.com\projects\g-m\Hermantown\_City\17587.000\04\_Production\01\_CAD\01\_Xrefs\17587000\_Hermantown\_Road\_Alignment\_Base.dwg

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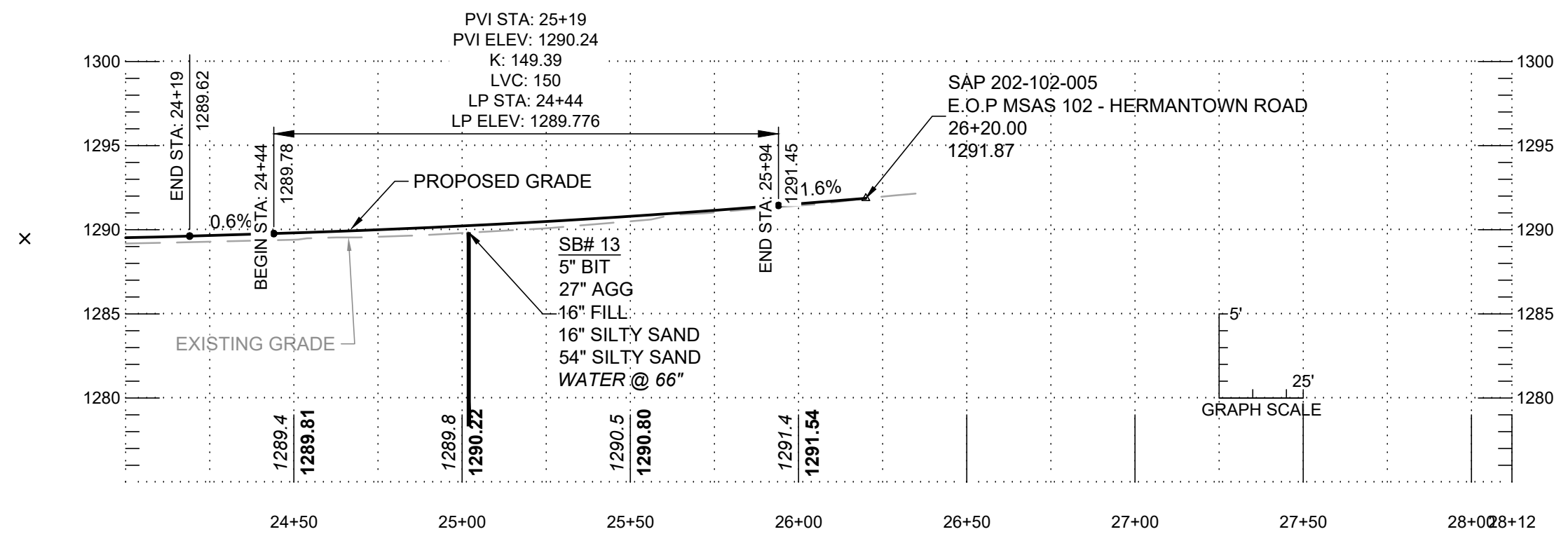
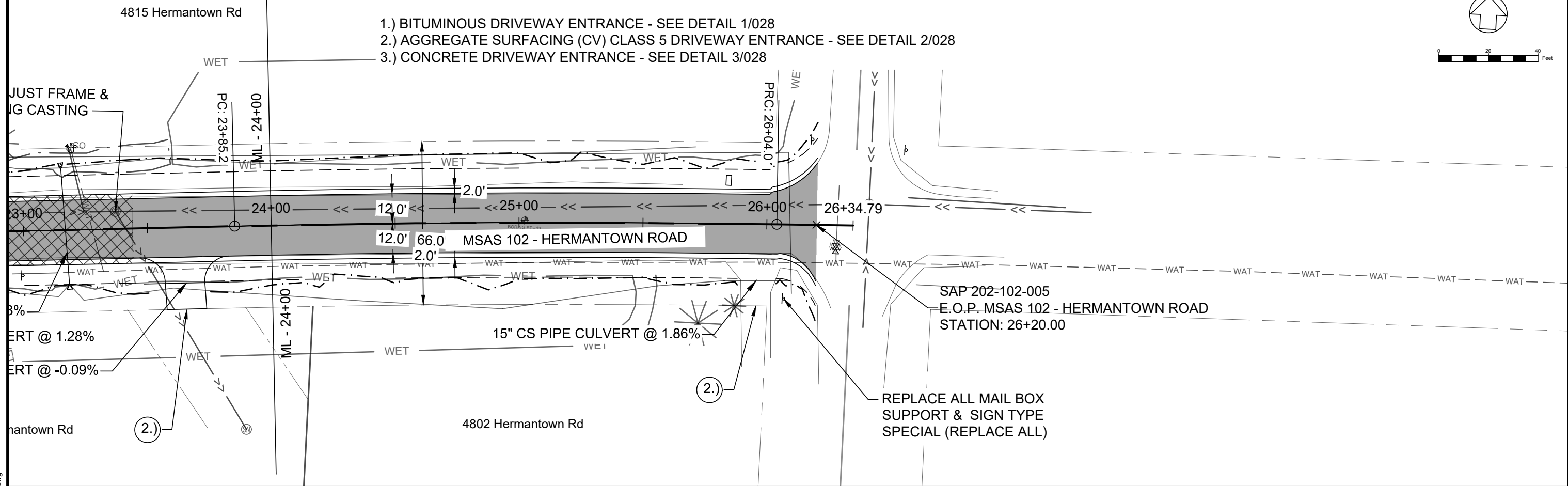
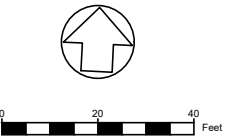
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 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE - MSAS 102 18+00 - 24+00  
 S.A.P. 202-102-005 SHEET NO. 039 OF 120 SHEETS

**DRIVEWAY KEY:**

- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
- 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
- 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



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 FILENAME: \\cdsrv01.tkda.com\projects\sig-m\Hermantown\_City\17587000\_Hermantown\_Road\_Alignment\_Base.dwg

NO.	DATE	BY	DESCRIPTION OF REVISIONS

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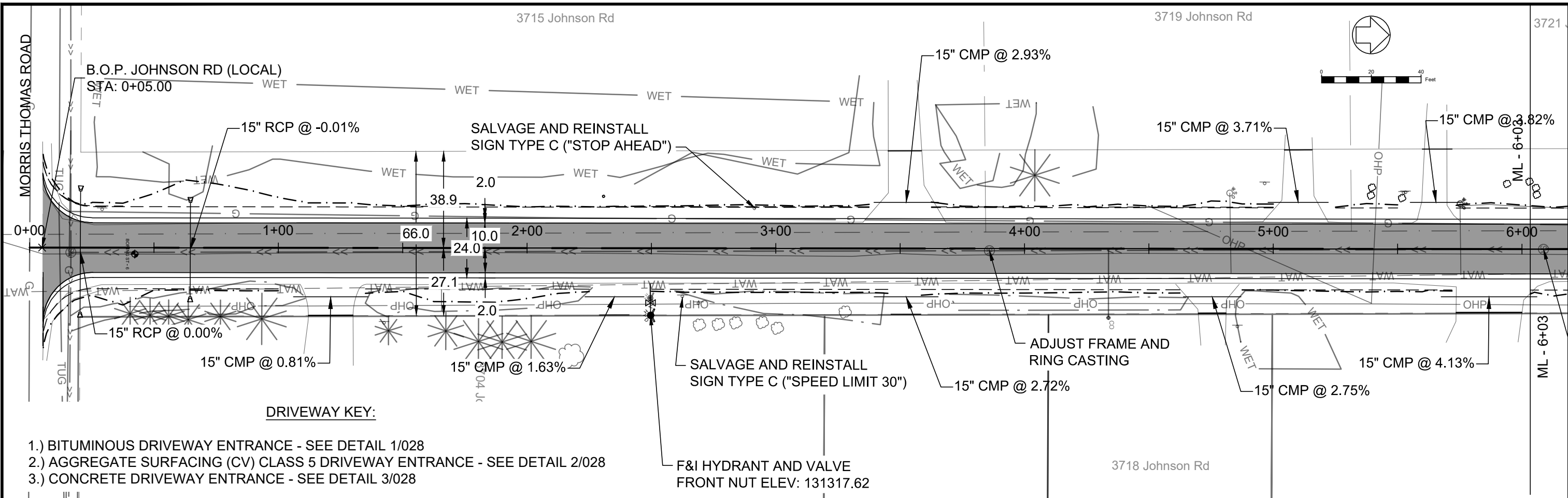
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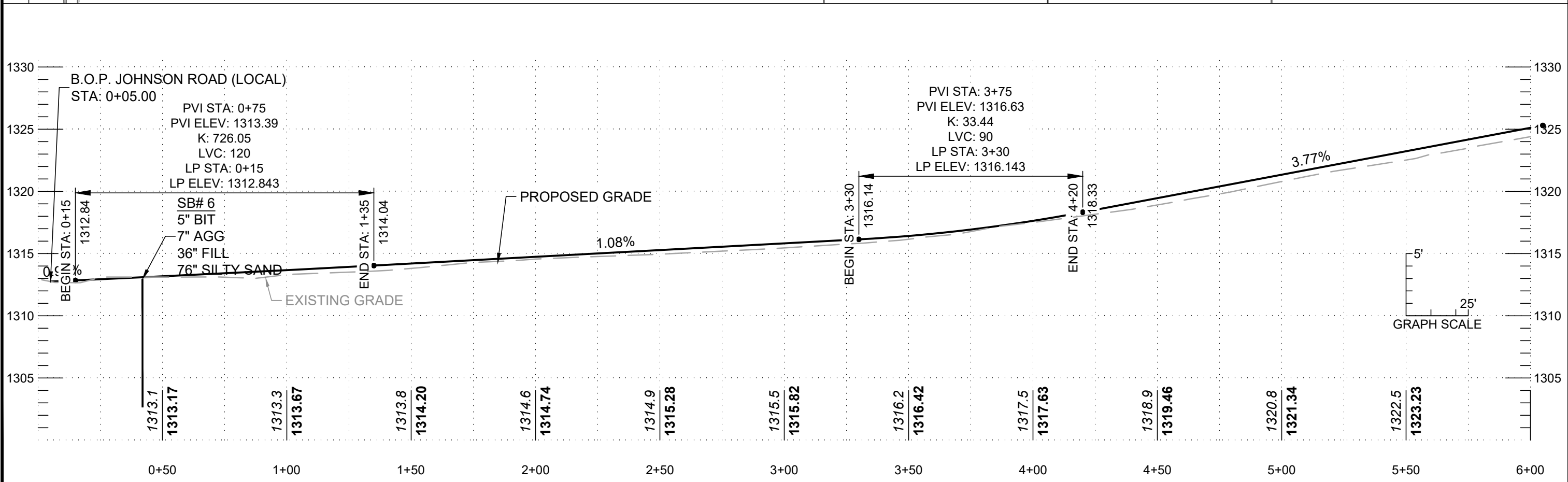
2020 HERMANTOWN SID 531 & 532  
 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE - MSAS 102 24+00 - 26+20  
 S.A.P. 202-102-005 SHEET NO. 040 OF 120 SHEETS





- DRIVEWAY KEY:**
- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
  - 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
  - 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



PLOT DATE: Dec 30, 2019 - 10:12am  
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NO.	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED: WD  
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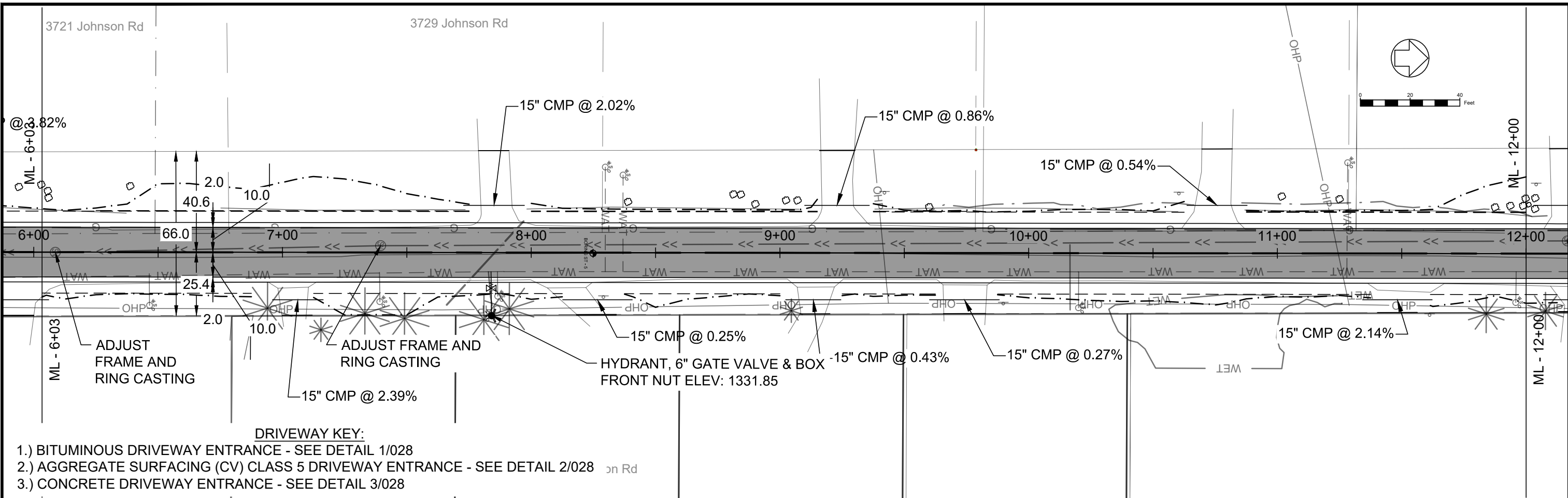
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 PRINTED NAME: ##### LIC. NO.: #####

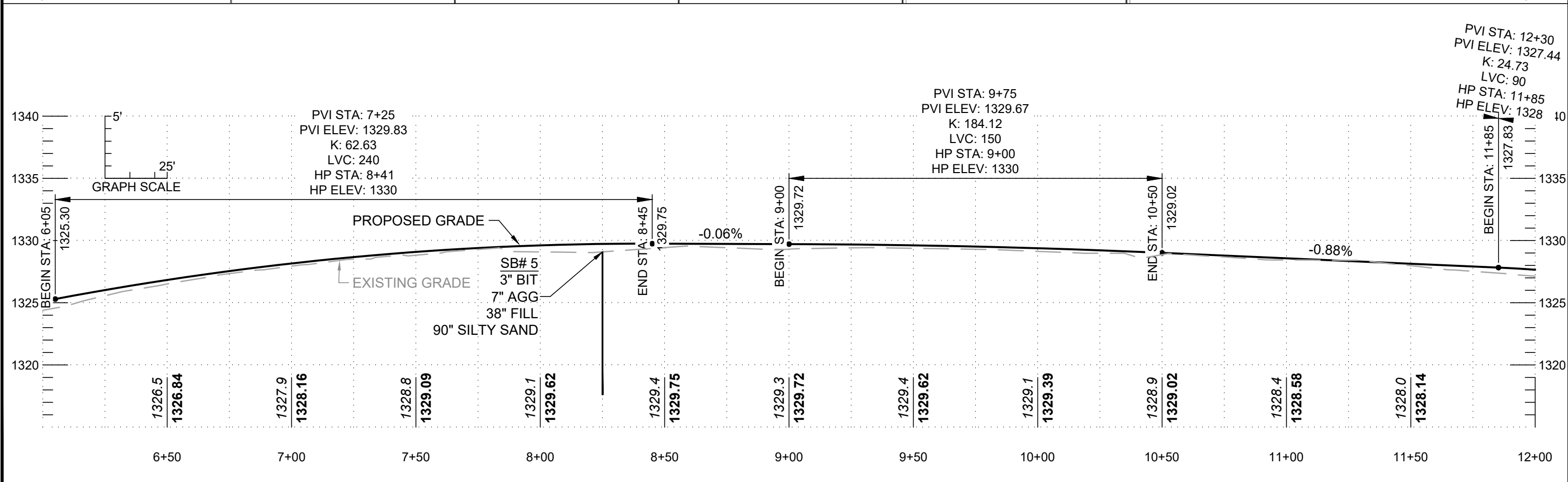
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2020 HERMANTOWN SID 531 & 532  
 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE 0+00 - 6+00 - JOHNSON RD  
 SHEET NO. 059 OF 120 SHEETS



- DRIVEWAY KEY:**
- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
  - 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
  - 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028



PLOT DATE: Dec 30, 2019 - 10:12am  
 FILENAME: \\cdsrv01.tkda.com\projects\g-m\Hermantown\_City\17587000\Johnson Road Alignment Base.dwg

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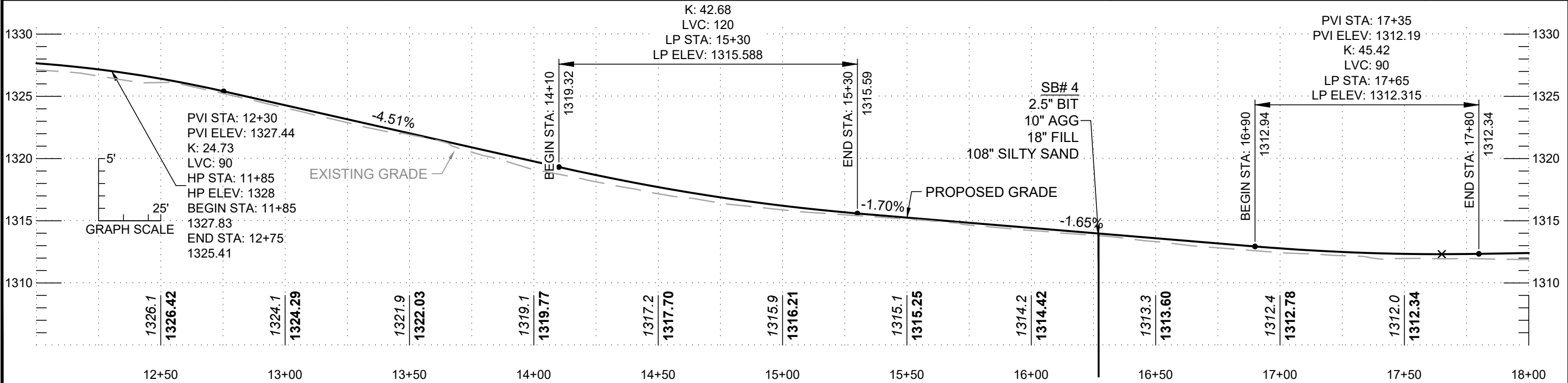
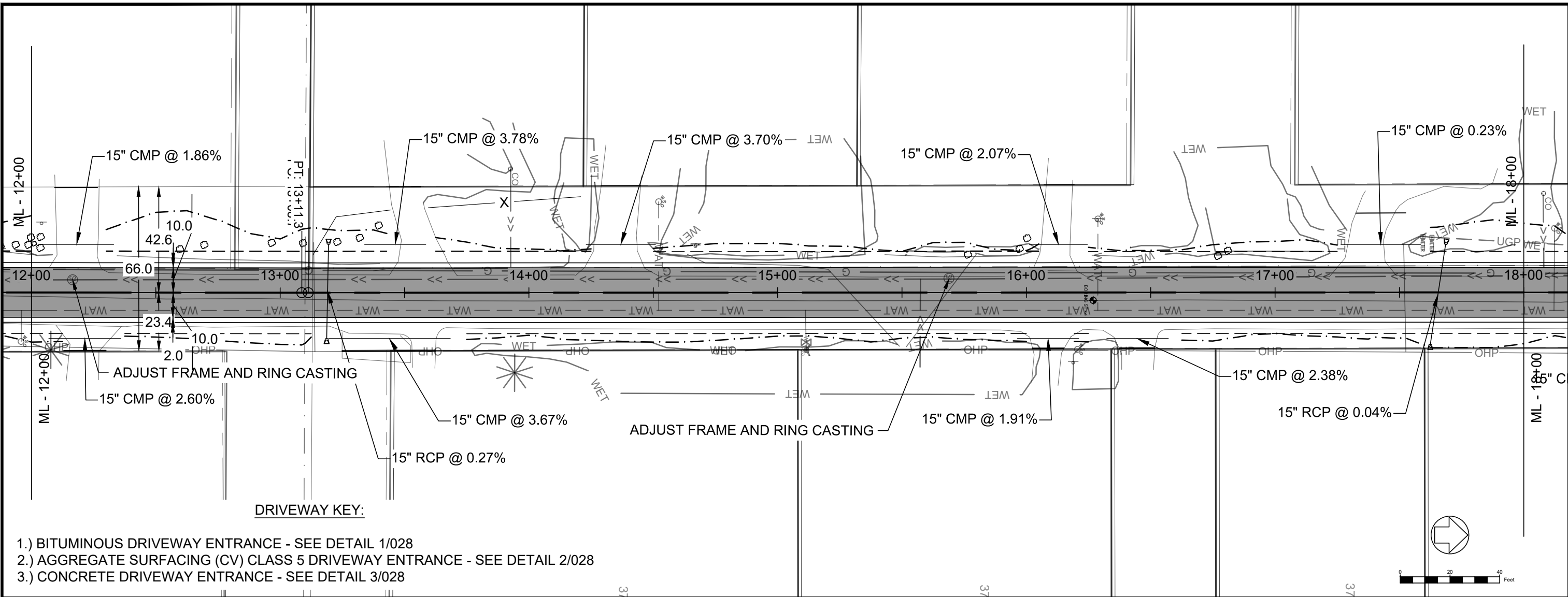
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 PRINTED NAME: ##### LIC. NO.: #####

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 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE 6+00 - 12+00 - JOHNSON RD  
 SHEET NO. 060 OF 120 SHEETS



PLOT DATE: Dec 30, 2019 - 10:12am  
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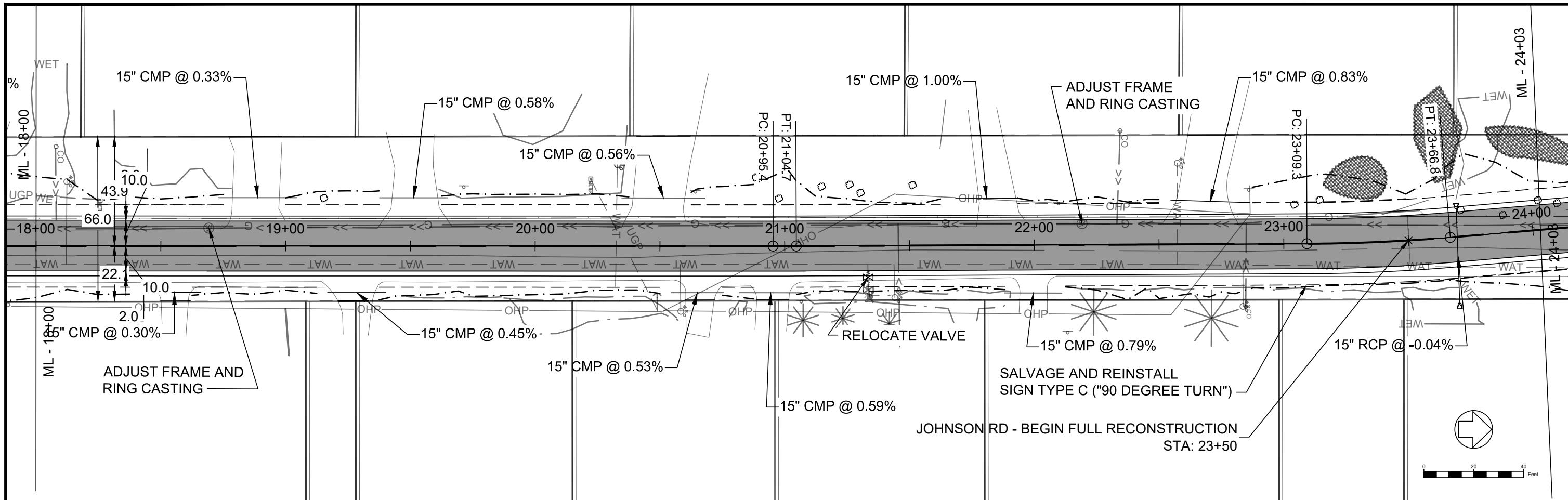
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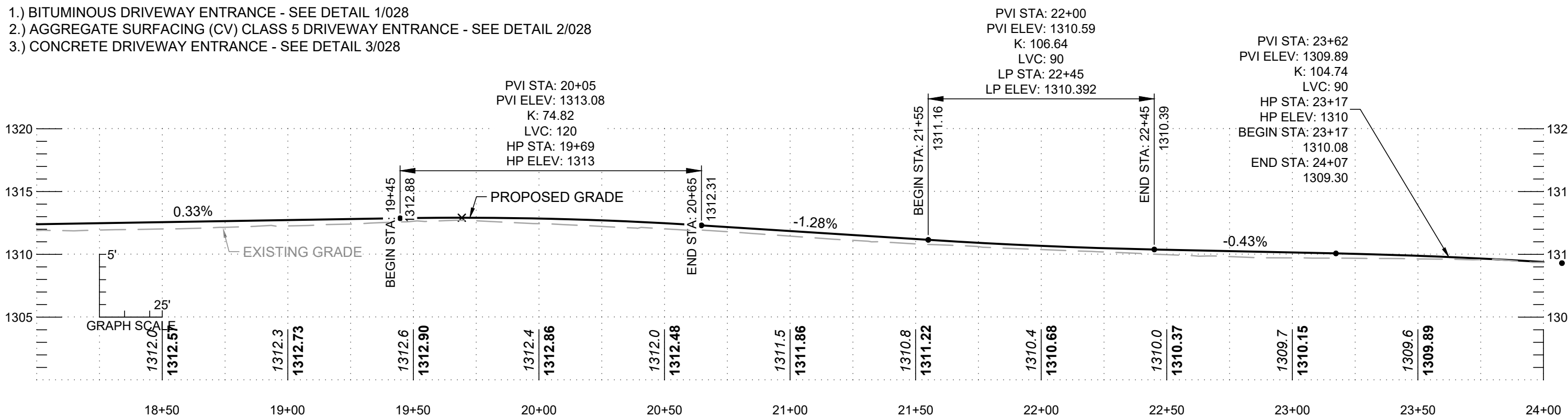
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**DRIVEWAY KEY:**

- 1.) BITUMINOUS DRIVEWAY ENTRANCE - SEE DETAIL 1/028
- 2.) AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY ENTRANCE - SEE DETAIL 2/028
- 3.) CONCRETE DRIVEWAY ENTRANCE - SEE DETAIL 3/028




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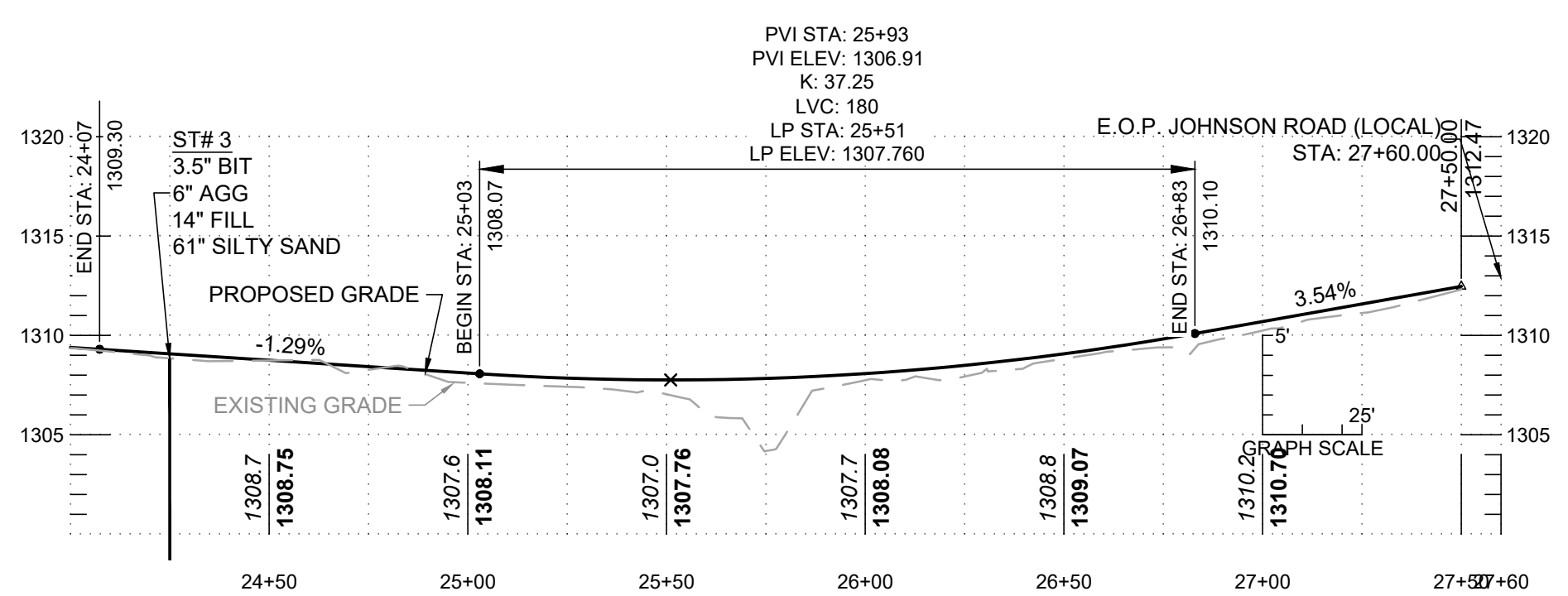
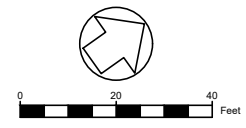
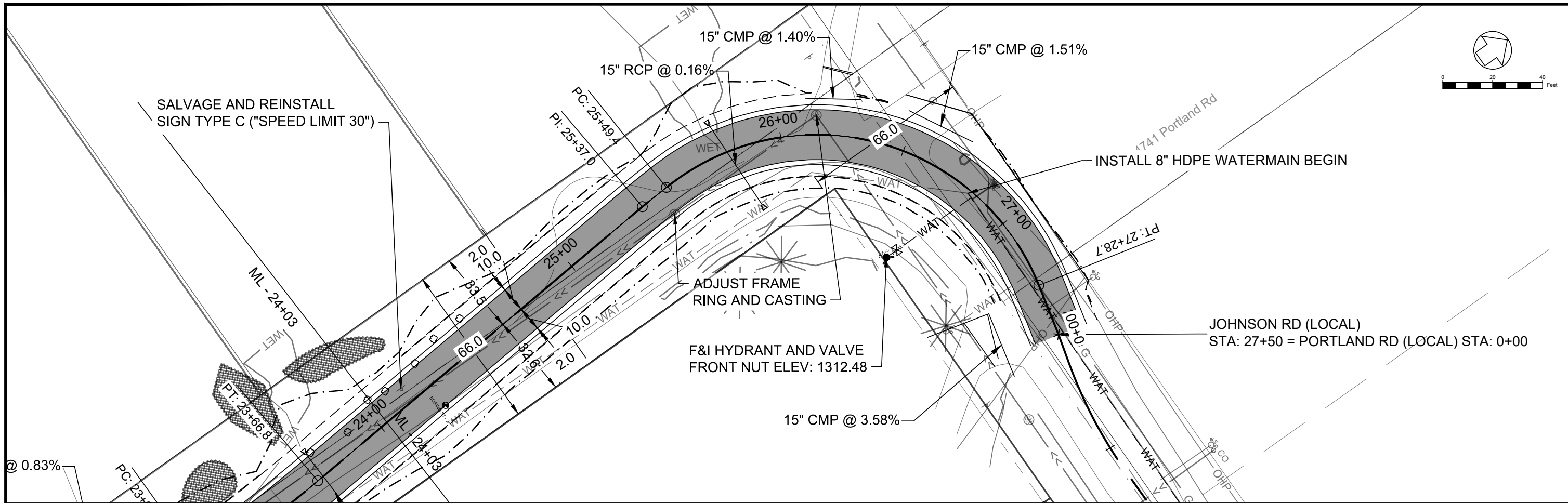
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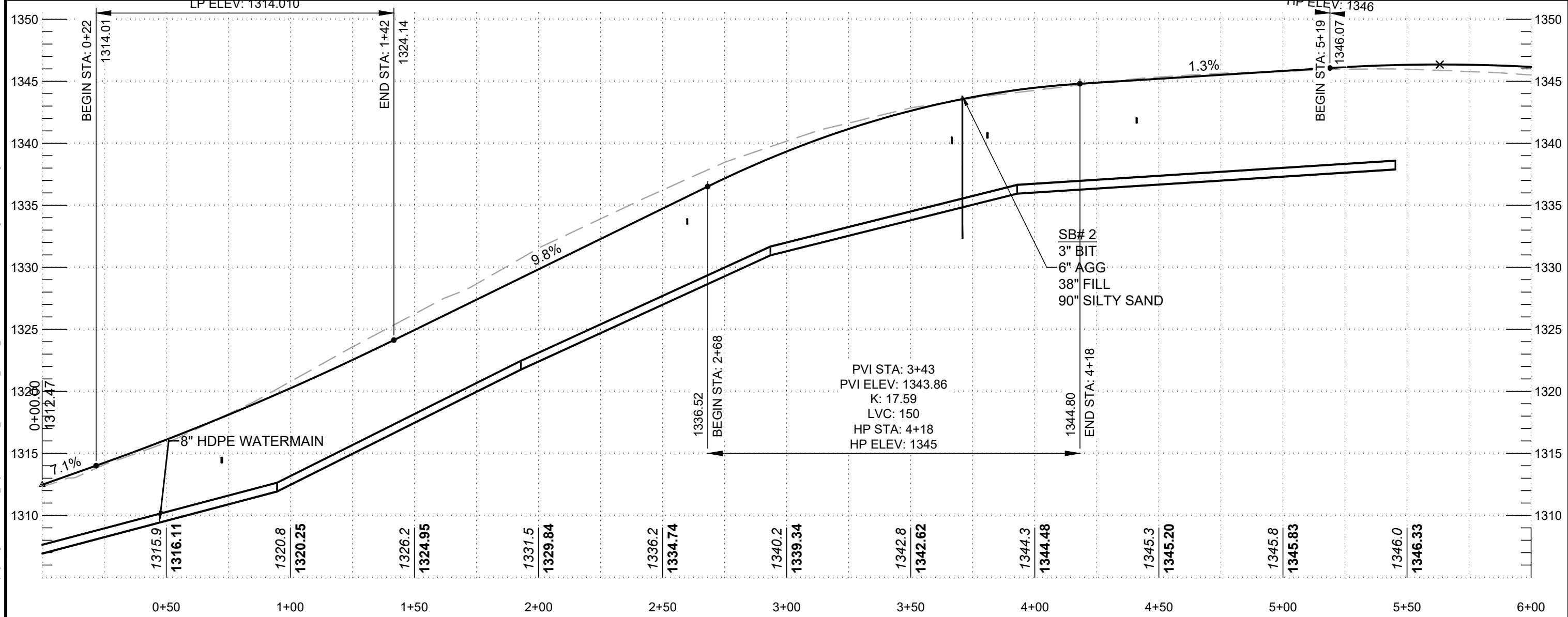
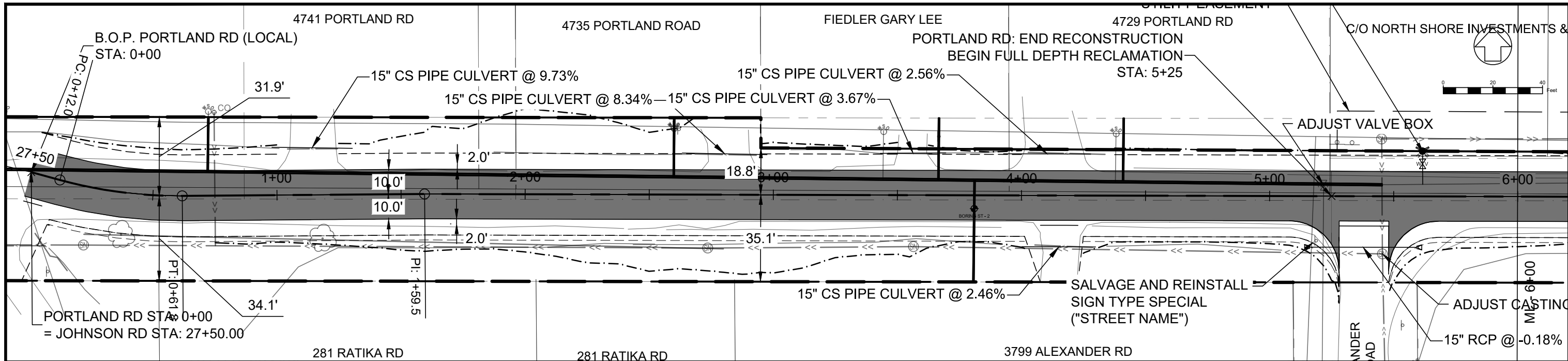
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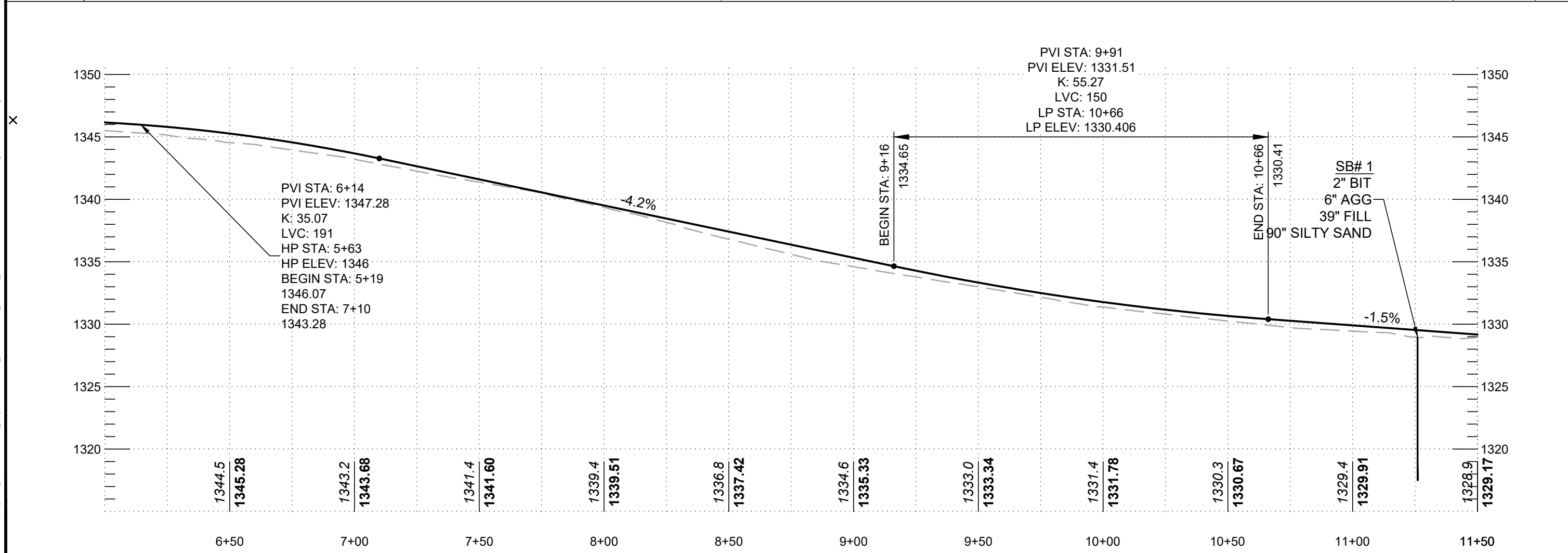
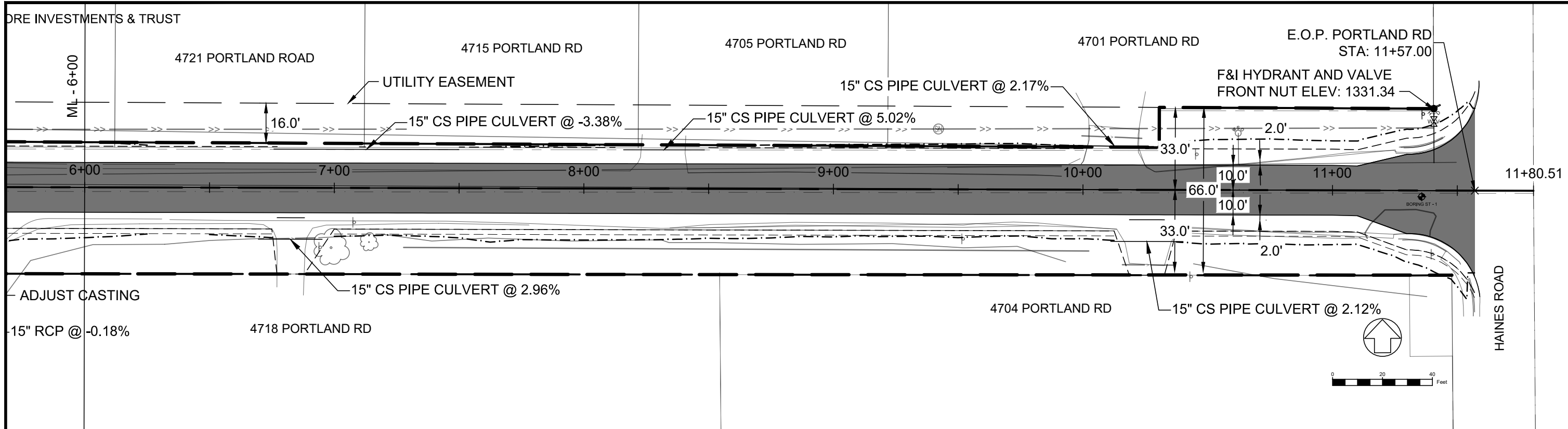
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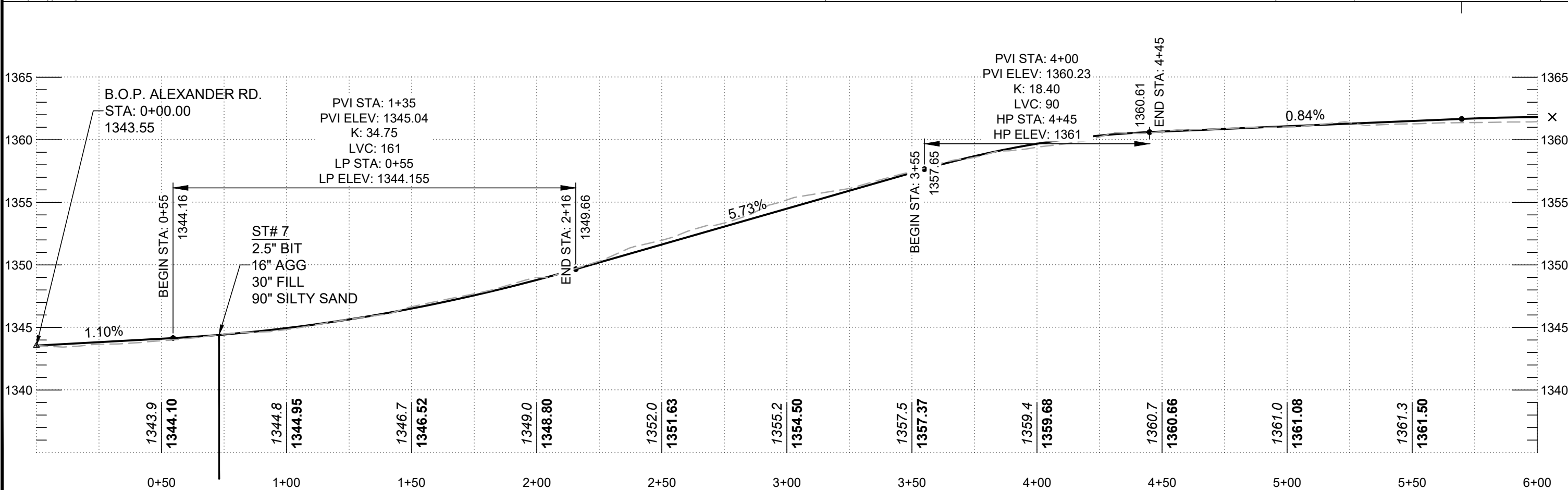
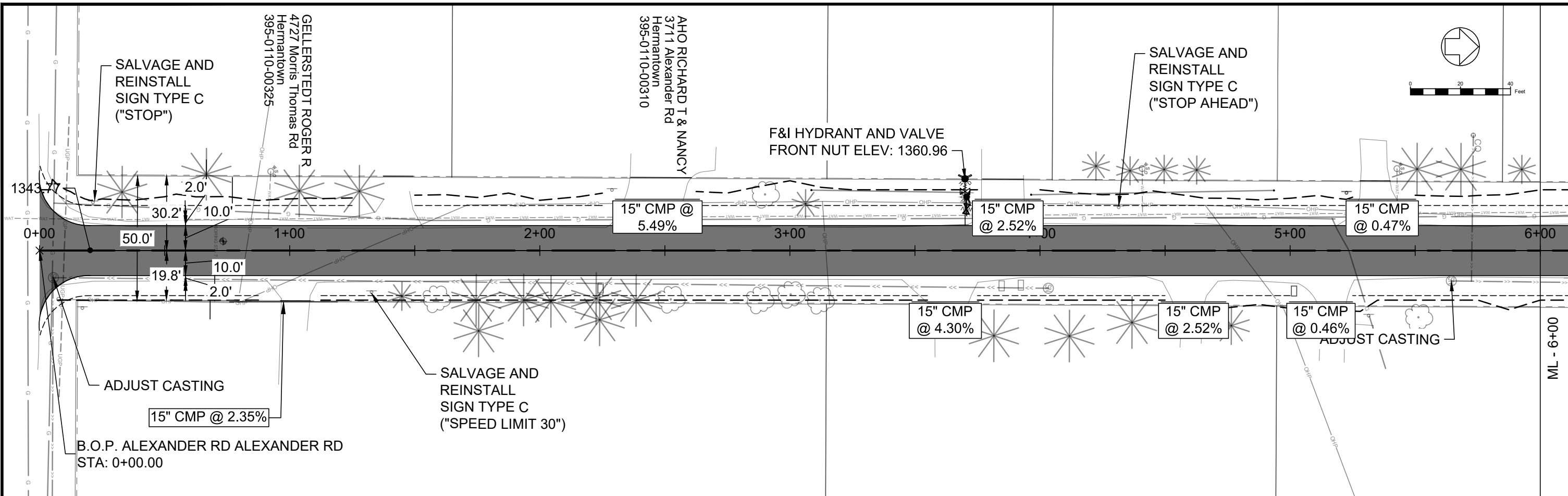
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 S.A.P. 202-102-005  
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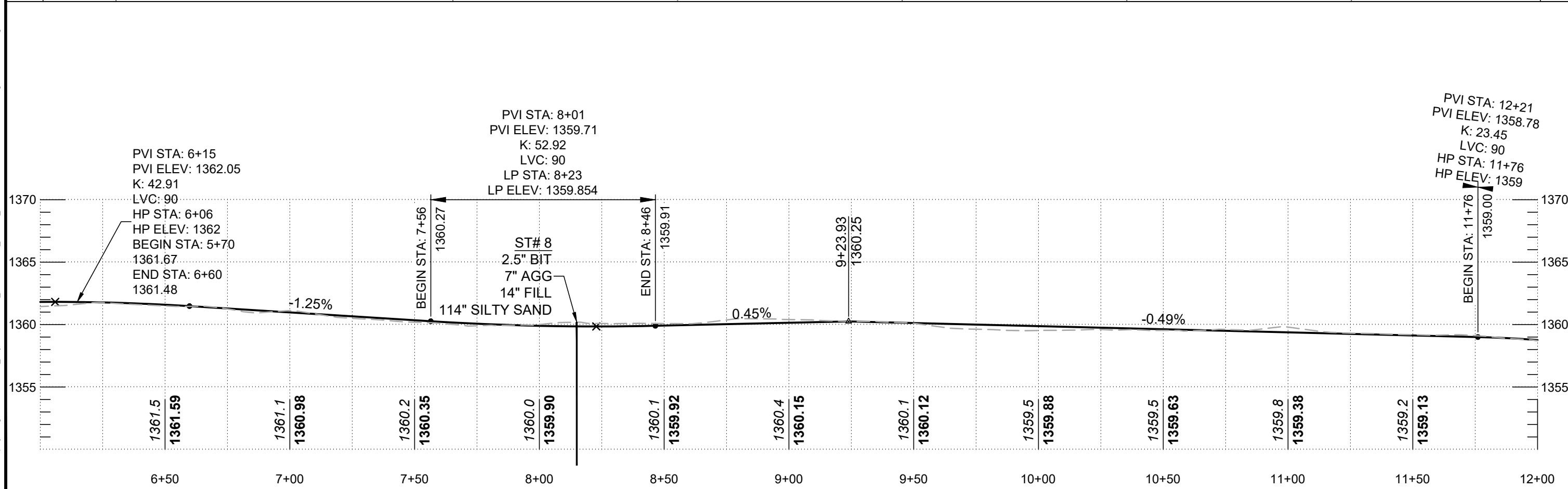
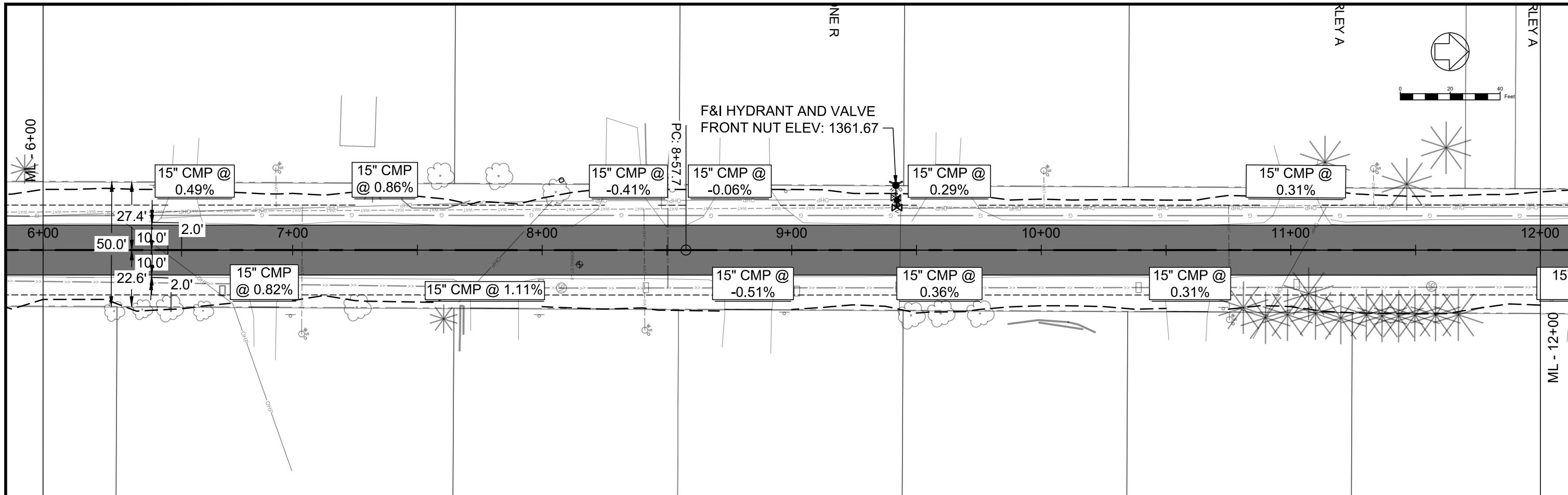
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 PRINTED NAME: JON LOYE LIC. NO.: 52222


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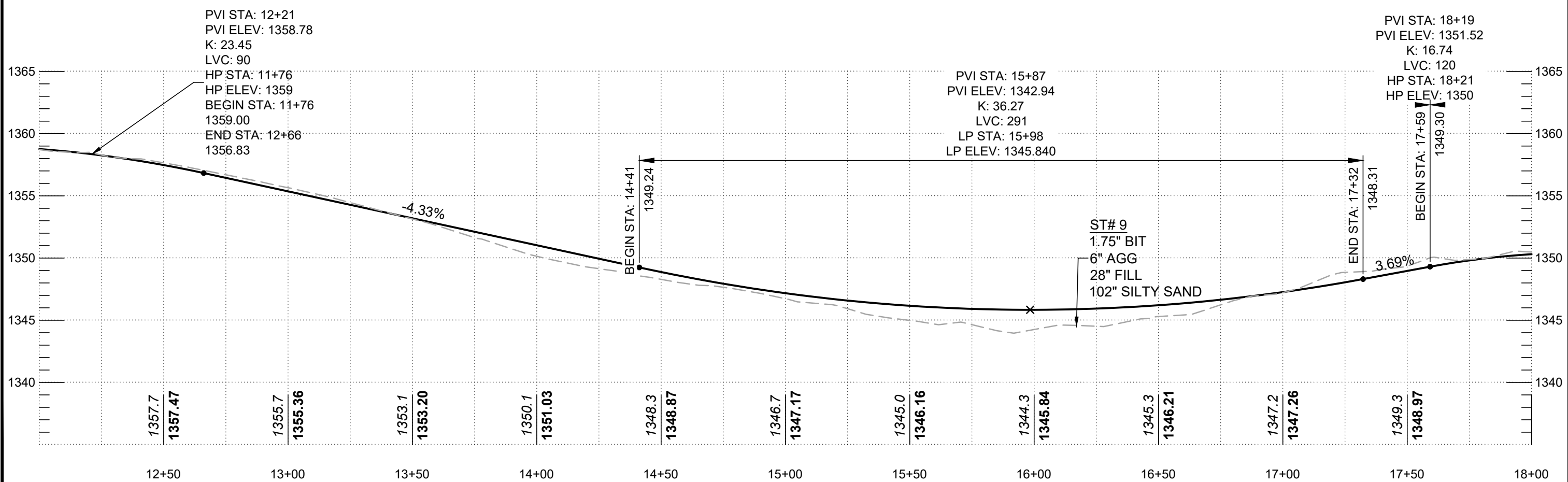
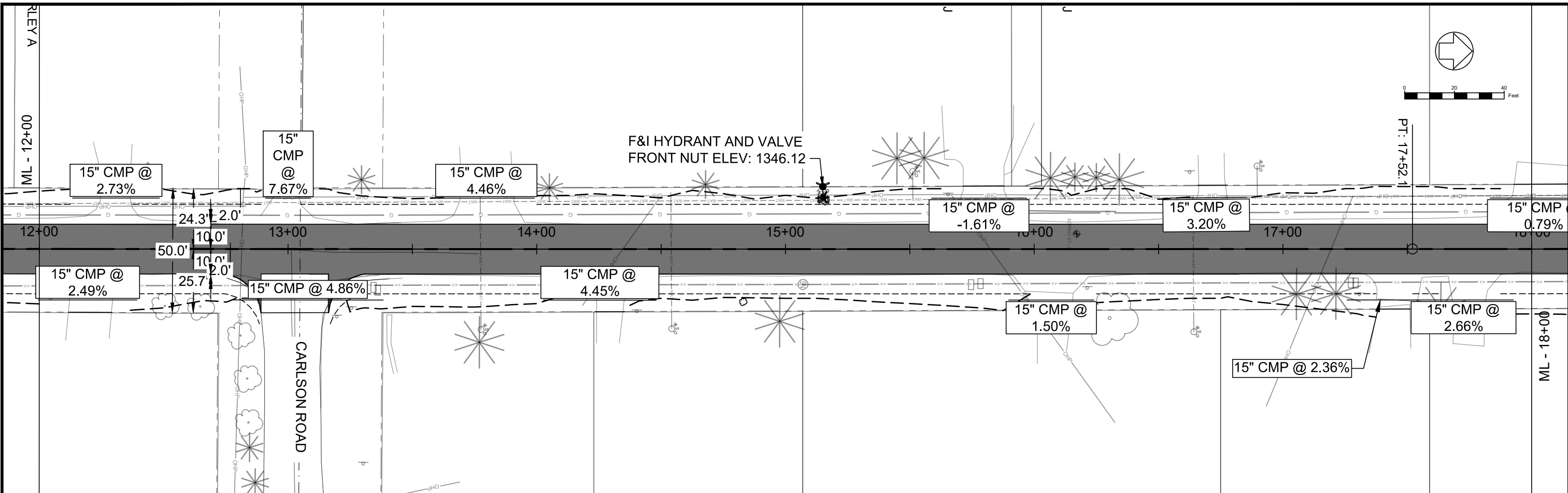


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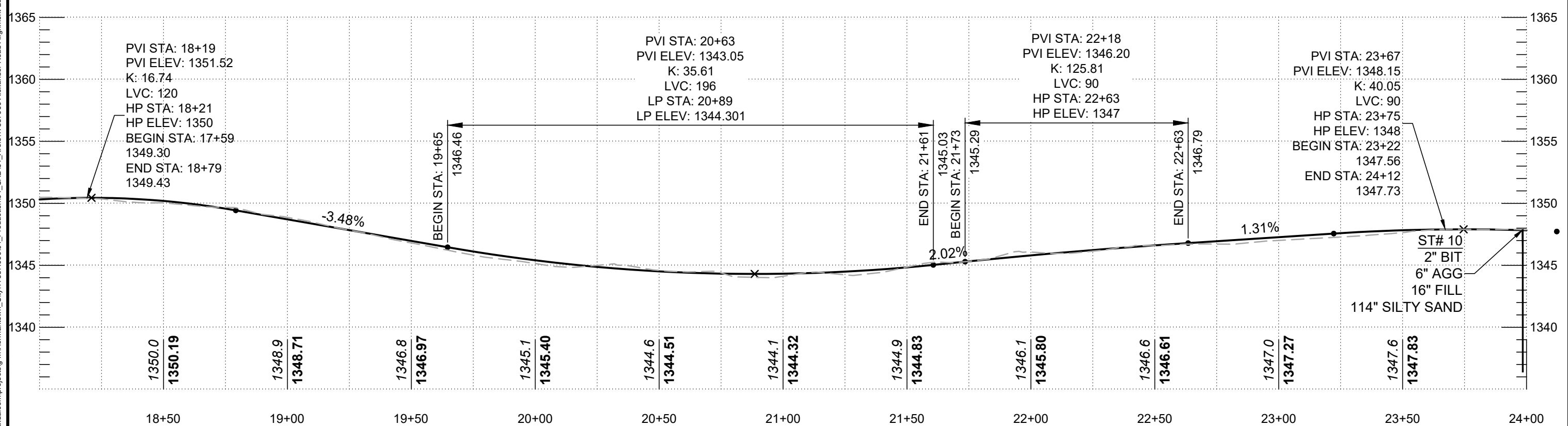
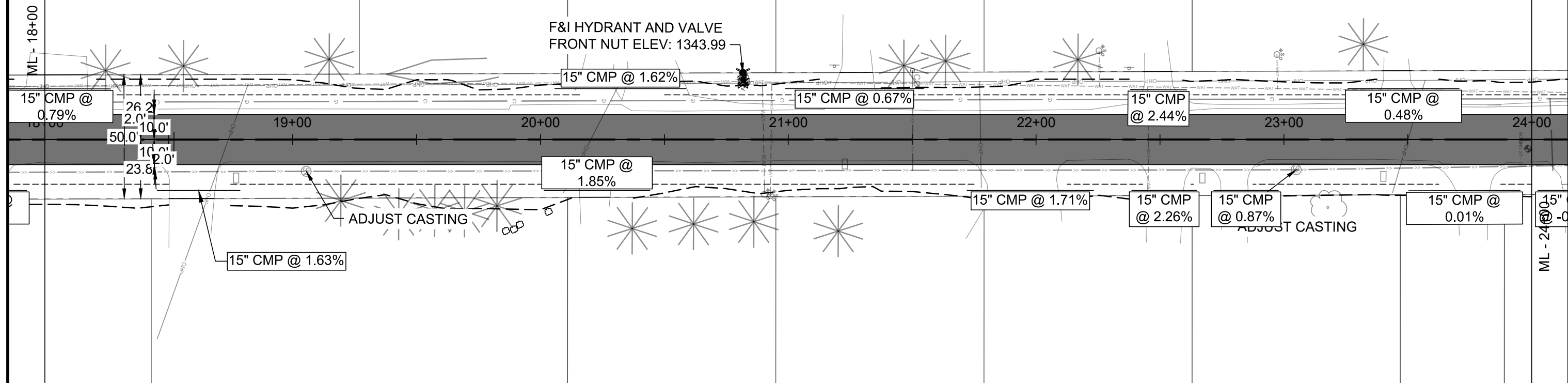
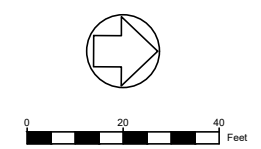
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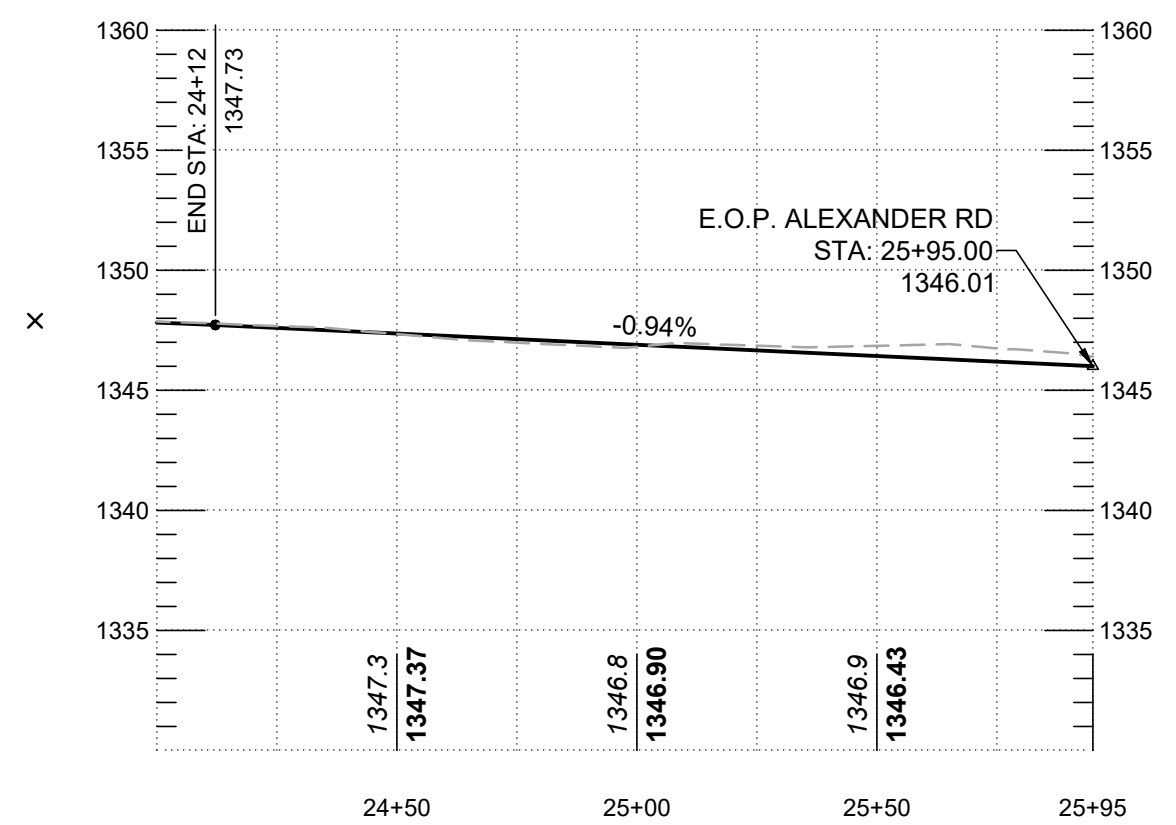
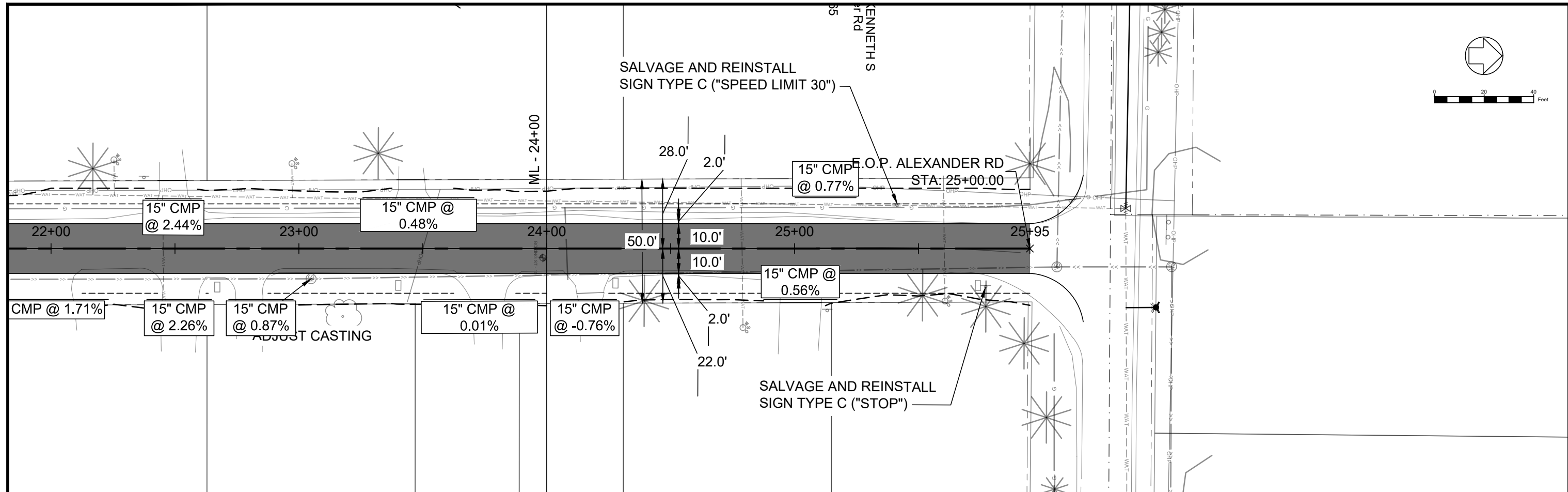
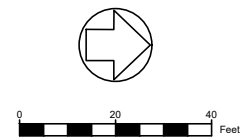
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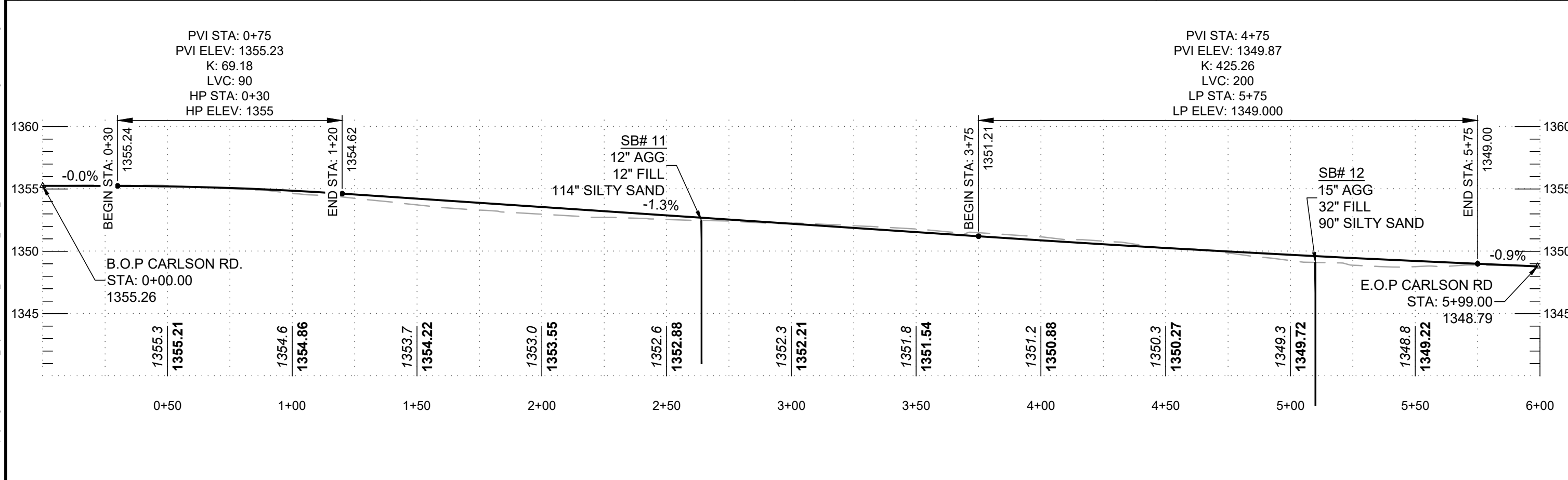
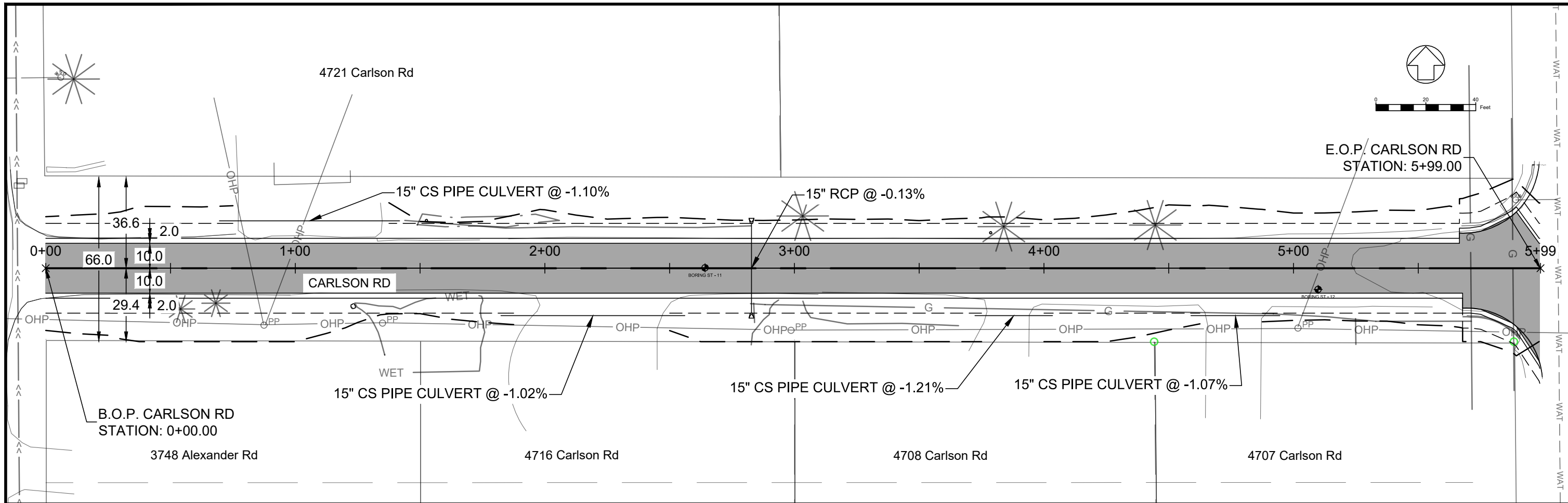
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## SPECIAL PROVISIONS, DIVISION S

### TABLE OF CONTENTS

S-1	SCOPE OF WORK .....	2
S-2	GOVERNING SPECIFICATIONS .....	2
S-3	(1302) AWARD OF CONTRACT .....	2
S-4	(1305) REQUIREMENT OF CONTRACT BOND .....	2
S-5	(1306) EXECUTION AND APPROVAL OF CONTRACT .....	2
S-6	(1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL .....	3
S-7	(1507) UTILITY PROPERTY AND SERVICE .....	4
S-8	(1508) CONSTRUCTION STAKES, LINES AND GRADES .....	5
S-9	(1601) SOURCE OF SUPPLY AND QUALITY .....	5
S-10	(1702) PERMITS, LICENSES AND TAXES .....	6
S-11	(1706) EMPLOYEE HEALTH AND WELFARE .....	6
S-12	(1717) AIR AND WATER POLLUTION .....	6
S-13	(1803) PROSECUTION OF WORK .....	7
S-14	(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME .....	8
S-15	(1807) FAILURE TO COMPLETE THE WORK ON TIME .....	8
S-16	(1908) FINAL PAYMENT .....	8
S-17	USE OF WATER FROM CITY HYDRANT .....	9
S-18	(2101) CLEARING AND GRUBBING .....	9
S-19	(2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES .....	10
S-20	(2105) EXPLORATORY BORINGS .....	11
S-21	(2105) GEOTEXTILE FOR SEPARATION (STABILIZATION) .....	10
S-22	(2331) BITUMINOUS PAVEMENT RECLAMATION .....	11
S-23	(2360) PLANT MIXED ASPHALT PAVEMENT .....	14
S-24	(2357) BITUMINOUS MATERIAL FOR SHOULDER TACK .....	15
S-25	(2357) BITUMINOUS TACK COAT .....	17
S-26	(2451) STRUCTURE EXCAVATION, CLASS R .....	17
S-27	(2451) TRENCH STABILIZATION .....	18
S-28	(2501) PIPE CULVERT .....	18
S-29	(2504) SANITARY SEWER SPOT REPAIRS .....	18
S-30	(2504) CONNECT TO EXISTING WATERMAIN .....	19
S-31	(2504) RELOCATE HYDRANT .....	19
S-32	(2504) HYDRANT .....	19
S-33	(2504) CURB STOP AND BOX .....	19
S-34	(2504) 6" GATE VALVE AND BOX .....	19
S-35	(2504) MAGNETIZED TRACER BOX .....	19
S-36	(2504) WATER SERVICE .....	19
S-37	(2504) 6" HDPE WATER MAIN SDR 11 .....	19
S-38	(2504) 8" HDPE WATER MAIN SDR 11 .....	19
S-39	(2540) MAIL BOX SUPPORT .....	20
S-40	(2575) TURF ESTABLISHMENT .....	20
S-41	(2580) INTERIM PAVEMENT MARKING .....	21
S-42	(2582) MULTI-COMPONENT (EPOXY) PAVEMENT MARKINGS .....	22

**SPECIAL PROVISIONS**  
**DIVISION S**

**S-1 SCOPE OF WORK**

This project consists of bituminous reclamation and bituminous surfacing, replacing pipe culverts, and turf establishment along Hermantown Rd (MSAS 102) from Stebner Rd to Okerstrom Rd, reclamation and surfacing of Johnson Rd and Portland Rd, full road reconstruction of Carlson St and Alexander Rd with associated driveway and turf establishment.

**S-2 GOVERNING SPECIFICATIONS**

- A. The State of Minnesota Department of Transportation "Standard Specifications for Construction", 2018 Edition shall apply on this Contract except as modified or altered in the following Special Provisions.
- B. The Minnesota Department of Transportation Manual on Uniform Traffic Control Devices, including the Field Manual, dated January 2018, shall apply.
- C. The City Engineers Association of Minnesota "Standard Utility Specification" dated 2013, shall apply.
- D. (2360) Plant Mixed Asphalt Pavement  
Combined 2350/2360 (Gyratory Marshall Design) Specifications

**S-3 (1302) AWARD OF CONTRACT**

Award of the Contract will be in accordance with the provisions of 1302, except as modified below:

The first sentence of the first paragraph of 1302 is hereby deleted and the following substituted therefor:

**The award of Contract, if awarded, will be made within 90 Calendar Days after opening of Proposals to the lowest responsible bidder who complies with all prescribed requirements.**

**S-4 (1305) REQUIREMENT OF CONTRACT BOND**

The provisions of Mn/DOT 1305 are changed to read as follows:

At the time of the execution of the Contract, the successful bidder shall furnish "Performance Bond" and a "Payment Bond" on forms acceptable to the City of Hermantown. Both bonds shall be in amounts equal to the full amount of the contract price.

**S-5 (1306) EXECUTION AND APPROVAL OF CONTRACT**

The provisions of Mn/DOT 1306 are changed to read as follows:

The three (3) copies of the Contract shall be signed by the successful bidder and returned, together with the Performance Bond and the Payment Bond, Non-collusion affidavit, and Proof of Insurance, within ten (10) calendar days after the date the "Letter of Intent" has been mailed advising the

bidder that his/her bid has been accepted subject to execution and approval of the Contract as required by law.

Notice of approval or disapproval of the Contract and Bonds will be given to the successful bidder by means of a "Notice to Proceed" letter after award by City Council Resolution.

Contract Time shall start ten (10) calendar days after the date of award by City Council resolution or on the date specified in the Special Provision modifying 1806, whichever is later. Failure of the bidder to properly execute and return all pertinent items within the prescribed period shall not change start of Contract Time.

If return of the executed forms within the specified time is impossible due to the absence of one or more of the required signers, an extension of time may be granted by the City, provided that satisfactory evidence is furnished that the forms will be executed.

All members of a partnership and the President or Vice President and the Secretary or Treasurer of each corporation shall sign the Contract and Bonds. In the case of joint ventures, signature requirements shall apply to each firm represented.

## **S-6 (1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL**

The streets shall be kept open to traffic including pedestrians at all times in accordance with the "Minnesota Manual on Uniform Traffic Control Devices", the provisions of Mn/DOT 1710 and the provisions of Mn/DOT 1404, except as modified below:

(A) The Contractor is advised that Part VI of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) has been revised, and Appendix B is eliminated and is replaced with the "Field Manual for Temporary Traffic Control Zone Layouts - January 2018. All traffic control devices and methods shall conform to this updated Part VI.

(B) The Contractor shall furnish, install, maintain, and remove all traffic control devices in accordance with the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans, these Special Provisions, and the MMUTCD and the Field Manual, for the life of the Contract or until approved by the Engineer, whichever is longer. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

### **S-6.1 Traffic Control**

The Contractor shall be responsible for traffic control on this Project and the Contractor shall furnish, erect, and maintain all traffic control devices in accordance with the provisions of Mn/DOT 1404, 1710, the "Minnesota Standard Signs Manual", the Plans, and the following:

A. The Contractor shall furnish, erect, and maintain all necessary traffic control devices required to provide safe movement of vehicular and pedestrian traffic through the Project during the entire period from the start of the Contractor's operations to the final completion thereof.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings, and flaggers as required and sufficient barricade weights to maintain barricade stability.

B. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved, or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor will further provide sufficient surveillance of all traffic control devices at least once every 24 hours.



The Contractor shall furnish the Engineer names, addresses, and phone numbers of at least two local persons responsible for all traffic control devices.

C. At least five days prior to the start of construction the Contractor shall submit his/her proposed traffic control layout to the Engineer for approval. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer to insure conformance with the Minnesota Manual on Uniform Traffic Control Devices and the State of Minnesota Standard Signs Manual. The Contractor shall modify their proposed traffic control layout and/or devices as deemed necessary by the Engineer.

D. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

E. No measurement will be made of the various items that constitute Traffic Control, but all such work will be construed to be included in the single Lump Sum for which payment is made.

**S-6.2** The Contractor will respond within one (1) hour to any request from the Engineer or the Engineer's designated representative to improve or correct traffic control devices.

If the Contractor does not correct any deficiencies within one (1) hour of being notified, the Contractor will be subject to the hourly charge set forth in S-15 (Failure to Complete the Work on Time) of these Special Provisions.

**S-6.3** Payment for furnishing, installing, maintaining, relocating, and subsequently removing traffic control devices (including flaggers) as required will be made as a lump sum under Item 2563.601 (Traffic Control) and according to the following schedule:

- 1) When 5 percent of the Contract amount is earned, 50 percent of the amount bid for traffic control will be paid.
- 2) When 10 percent, or more, of the Contract amount is earned, an additional 25 percent of the amount bid for traffic control will be paid.
- 3) When 50 percent, or more, of the Contract is earned, an additional 20 percent of the amount bid for traffic control will be paid.
- 4) The remaining 5 percent bid for traffic control will be paid when all work has been completed and accepted.
- 5) In all items above, the original Contract amount shall be the total value of all Contract items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

## **S-7 (1507) UTILITY PROPERTY AND SERVICE**

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

The second paragraph of Mn/DOT 1507 is deleted and the following substituted therefore:

"It shall be the Contractor's responsibility to utilize the 'One Call Excavation Notice System' (1-800-252-1166), required under Minnesota Statute Chapter 216D, 48 hours prior to performing any excavation adjacent to any underground utility. The Contractor shall conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto."

Bidders are advised that the following utility companies have existing facilities in the construction area that may be affected by the work under this Contract.

CHARTER COMMUNICATIONS	(800)778-9140
CITY OF DULUTH - ENGINEERING	(218)730-5200
CITY OF DULUTH - TRAFFIC	(218)730-4420
DULUTH ENERGY SYSTEMS - STEAM	(218)723-3601
CITY OF HERMANTOWN	(218)729-3640
CENTURYLINK - CTLQL	(800)667-9963
MINNESOTA ENERGY RESOURCES	(800)889-4970
MINNESOTA POWER	(320)582-7725
MEDIACOM CABLEVISION	(800)778-9140

The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of Mn/DOT 1507 and the applicable provisions of Mn/DOT 1505.

#### **S-8 (1508) CONSTRUCTION STAKES, LINES AND GRADES**

The provisions of Mn/DOT 1508 are hereby supplemented and modified as follows:

The following is added to the third paragraph of Mn/DOT 1508:

"Necessary staking for construction and inspection purposes" will be provided by the Engineer to the following extent:

- A. Reference hubs (bluetops) at approximate 100 foot intervals at a measured distance either side of centerline including cut or fill instructions for roadbed centerline and planned ditch grades.
- B. Line and grade stakes for pipe culverts will be placed at the pipe ends, at each structure, any break in flow line grade or alignment, and at appropriate intervals along the pipe.
- C. Where gravel base and/or surfacing is a part of the work, one additional set of blue-top will be placed for either the top of the base or for the surfacing (Contractor's option).

#### **S-9 (1601) SOURCE OF SUPPLY AND QUALITY**

The provisions of Mn/DOT 1601 are supplemented as follows:

The Contractor will furnish and use only materials manufactured in the United States in executing the work under this Contract, in conformance with the provision of Minnesota Statute 16B.101 (Preference for American Made Materials), except for petroleum products which are hereby exempt.

All materials other than petroleum products purchased for governmental purposes on this Project must be manufactured in the United States, except where the owner determines that:

- A. The materials are not manufactured in the United States in sufficient or reasonably available quantities.

- B. The price or bid of the materials unreasonably exceeds price or bid of available and comparable materials manufactured outside the United States.
- C. The quality of the materials is substantially less than the quality of comparably priced available materials manufactured outside of the United States.
- D. The purchase of the materials manufactured in the United States is otherwise not in the public interest.

A Contractor may furnish and use materials which were not manufactured within the United States only by demonstrating to the satisfaction of the Engineer that the use of such materials meets at least one or more of the conditions specified in above paragraphs, A through D.

"Manufactured in the United States" means manufactured in whole or in substantial part within the United States or that the majority of the component parts thereof were manufactured in whole or in substantial part within the United States. Cement manufactured in Canada is considered to have been manufactured in the United States for purposes of that section.

#### **S-10 (1702) PERMITS, LICENSES AND TAXES**

The provisions of Mn/DOT 1702 shall be amended as follows:

The City of Hermantown Zoning Ordinance requires that a Special Use Permit be obtained prior to the establishment of a gravel or borrow pit within the City. Prior to using any privately acquired borrow pits or disposal areas, the Contractor shall furnish the Engineer with copies of the agreements with the owners of such property.

#### **S-11 (1706) EMPLOYEE HEALTH AND WELFARE**

The Contractor shall not use any motor vehicle equipment on this Project having an obstructed view to the rear unless:

- A. The vehicle has a reverse signal alarm which is audible above the surrounding noise level;  
or
- B. The vehicle is backed up only when an observer signals that it is safe to do so.

A \$50.00 penalty (per incident) shall be assessed against the Contractor each time failure to comply with these backup requirements is observed on the Project site.

#### **S-12 (1717) AIR AND WATER POLLUTION**

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations and standards adopted and established by the Minnesota Pollution Control Agency, and in accordance with the provisions of Mn/DOT 1717 and the following:

##### **S-12.1 Minnesota Pollution Control Agency General Permit, Authorization to Discharge Storm Water**

- A. The Contractor shall furnish, install and maintain temporary and permanent erosion and sediment control devices in accordance with the provisions of 2573, 2575, as shown in the Plans, in accordance with the provisions of the Special Provisions Attachment "Minnesota

Pollution Control Agency General Permit, Authorization to Discharge Storm Water", and the following:

The City of Hermantown will be the Owner, and the Contractor will be Co-Permittee. The City of Hermantown will provide the permit fee. After the project has been awarded, the Contractor will sign as Co-Permittee on the permit application.

- B. The Contractor shall be solely responsible for complying with the requirements of General Permit where Contractor is referenced including Paragraph I.D.: Erosion and Sediment Control during Construction.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraphs I.C.2.c, I.C.2.d, and I.E., shall be the sole responsibility of the Contractor. The word "Permittee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with Appendix A.E. and Appendix B.E. of the permit.

The Contractor shall have all logs, documentation, inspection reports on site for Engineer's review and shall post the permit on site. The Contractor shall immediately rectify any shortcomings noted by the Engineer. All meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the Contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Appendix D.C.

- C. If the Contractor fails to perform the requirements as listed herein, the Engineer will issue a Work Order detailing the required action. The Contractor shall start the required action within twenty-four (24) hour of receipt of the Work Order and continue the required action until the Project is brought into compliance with the permit. Failure to perform the required action as specified, shall subject the Contractor to a \$1000/calendar day deduction.

The Contractor shall review and abide by the instructions contained in the permit package. The Contractor shall hold the City of Hermantown harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

### **S-13 (1803) PROSECUTION OF WORK**

The provisions of Mn/DOT 1803 are hereby modified in accordance with the following:

- A. "Progress Schedule" (Bar Chart or Critical Path Diagram), referred to in Mn/DOT 1803.1 will be required on this Project. The Contractor shall furnish the Engineer with the schedule at or before the preconstruction conference.

The Engineer shall have the authority to direct the order in which work at the various locations is performed.

Submit Initial Erosion Control (EC) schedule at Pre-Construction Conference. Submit revised EC schedule weekly thereafter for Engineers' approval to correspond with site work. All site work shall be scheduled to minimize exposure to erosion.

IAW Mn/DOT 1803.5 contractor QC program shall ensure all erosion and sediment control devices shall be routinely inspected and logged including after each rain event. All nonfunctional devices shall be repaired or replaced or cleaned with no additional compensation made therefor.

Mn/DOT Technical Memorandum No. 02-14-ENV-03, Rapid Stabilization for Critical Areas, dated April 25, 2002 may be used by the engineer when additional stabilization is needed. Specifications, materials, methods, and measurement and pay rates for rapid stabilization methods are in the Tech Memo at the Mn/DOT website:

[http://www.dot.state.mn.us/environment/links/environmental\\_technical\\_memos.html](http://www.dot.state.mn.us/environment/links/environmental_technical_memos.html)

#### **S-14 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of Mn/DOT 1806 and the following:

Construction operations shall be started on or before **MAY 18, 2020** or within ten (10) calendar days after the date of notice of Contract Approval, whichever is later.

**All work on the ENTIRE PROJECT shall be fully complete on or before September 19, 2020.**

#### **S-15 (1807) FAILURE TO COMPLETE THE WORK ON TIME**

In addition to the charges specified in Mn/DOT 1807 for failure to complete all the work on time, the City will deduct from any monies due or coming due the Contractor an amount equal to the following:

##### Traffic Control

The Contractor will be subject to an hourly charge for failure to maintain the traffic control devices as set forth in "Maintenance of Traffic and Traffic Control" of these Special Provisions (modification to Mn/DOT 1404 and 2563). Non-compliance charges, for each incident, will be assessed at a rate of \$50.00 per hour, for each hour or any portion thereof which the Engineer determines that the Contractor has not complied. However, no charge will be made if the deficiency is corrected within one (1) hour of notification.

#### **S-16 (1908) FINAL PAYMENT**

Final Payment shall be made in accordance with the provisions of Mn/DOT 1908 and the following:

##### Claim Form

Contractor shall obtain and provide to Owner, prior to commencing work on the Project, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under this Agreement.

The final estimate will show the balance due the Contractor after making all legal and specified forfeitures and deductions. This balance will then be paid by the City to the Contractor within thirty

(30) days after such estimate, less five percent (5%) of the total value of work on the Engineer's estimate, which five percent (5%) shall be reserved and retained by the City for a period of up to one year after the contract completion date.

The balance due the Contractor hereunder, including the 5% retainage, shall be payable after the Owner, by resolution of its City Council, determines the Contractor shall have obtained or caused to occur the following:

- a. Completion of the Work, as defined in Section S-14; and
- b. Inspection and approval of the Work hereunder, by the engineer/architect; and
- c. Final resolution of all claims for damages made with respect to work performed by Contractor under this Agreement; and
- d. Approval by the Owner of the Contractor's final application for payment.

The final estimate will show the balance due the Contractor after making all legal and specified forfeitures and deductions. This balance will then be paid by the City to the Contractor within thirty (30) days after such estimate, less five percent (5%) of the total value of work on the Engineer's estimate, which five percent (5%) shall be reserved and retained by the City for a period of up to one year after the contract completion date.

#### Additional Condition for Final Payment

The Contractor and all of its subcontractors shall comply with Minnesota Statutes, Section 290.92. Pursuant to Minnesota Statutes, Section 290.97, the Owner will not issue final payment to the Contractor prior to receipt of an "Affidavit For Obtaining Final Settlement of Contractor With the State of Minnesota and Any of its Political or Governmental Subdivisions" (Form IC-134 attached to these Special Provisions) from the Contractor and from each of the Contractor's subcontractors (if any). The Contractor and subcontractors shall submit to the Owner original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the Contractor to ensure that all of the Affidavits herein required are submitted to the Owner.

#### Satisfaction of Mechanics' Liens and Other Claims

If any mechanics' lien or other liens or claims shall be filed or maintained against the Project for or on account of any Work under the Contract in furtherance of the erection, construction or completion of the Work, it shall be the obligation of the Contractor to make provision satisfactory to the Owner for, the contest or satisfaction of such liens and/or claims prior to any further payment hereunder.

### **S-17 USE OF WATER FROM CITY HYDRANT**

All water taken from City hydrants, except for that water related to water main construction, shall be metered and a charge will be made for the amount used.

The Contractor must make arrangements with the City Public Works Director to get the necessary permit, valve and meter prior to using the hydrant for drawing water.

### **S-18 (2101) CLEARING AND GRUBBING**

Clearing and grubbing shall be performed in accordance with the provisions of Mn/DOT 2101 and the following:

Only those trees, branches, or brush necessary for proposed construction will be cut. Any branches deemed necessary for removal by the Engineer shall be removed by appropriate pruning equipment in a clean manner to minimize damage to trees. Cutting trees, branches, or brush to clear additional area beyond proposed construction limits will not be permitted on this Project.

No burning will be allowed onsite. All cleared and grubbed material shall be disposed of by chipping or marketing. Grubbing of tree trunks and roots shall be minimized to protect native rootstock and reduce disturbance of soil.

## **S-19 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES**

Abandoned structures and other obstructions shall be removed from the Right-of-Way and disposed of in accordance with the provisions of Mn/DOT 2104, except as modified below:

The Contractor shall submit, for the Engineer's approval his/her plan for disposal of all debris resulting from contract operations consistent with the provisions of Mn/DOT 2104.3C and the Disposal Plan required under Mn/DOT 2105.

Measurement and payment for the removal and disposal of materials will be made only for those items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring, in the opinion of the Engineer, equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in Mn/DOT 1403.

Upon commencement of work on the project, the Contractor shall carefully dismantle and remove all traffic control and regulatory signs and sign posts which have been erected to regulate the operations of pedestrians and vehicles, and are located within the construction limits, except for "Stop" signs and "Yield" signs. These signs and posts shall then be collected and stored by the Contractor. This activity will be considered incidental work for which no direct compensation will be made.

The Contractor shall maintain in place all "Stop" and "Yield" signs until the street is closed to traffic with barricades and "Road Closed" signs. The Contractor may remove and store, if necessary, "Stop" and "Yield" signs only when the street is closed to traffic. Before the street is re-opened to any traffic, the Contractor shall properly re-install the "Stop" and "Yield" signs.

The Contractor shall maintain all street name signs within the project limit so they are visible for emergencies and deliveries. If necessary to relocate a street name sign, the Contractor shall relocate it at a new location approved by the City.

Measurement and payment for installation or re-installation of street signs will be made only when an item is specifically included for payment as such in the Proposal and listed in the Plans.

Any traffic sign or street name sign within the project limits that is damaged by construction operations shall be replaced by a new sign by the Contractor and at the Contractor's expense.

All materials removed during one working day that are scheduled for disposal shall be disposed of during the same working day. Job site stockpiling of removal items will not be permitted.

Both the upgrade and downgrade ends of all drainage or sewer pipes leading from abandoned basements, manholes, or similar structures shall be plugged with concrete or masonry.

## **S-20 (2105) EXPLORATORY BORINGS**

The Owner has caused borings to be made along the length of the project. The approximate location of the borings is shown on the plans and the reported soil boring data is included in the appendix for information only. Neither the Owner nor the Engineer guarantees the accuracy or validity of the data, nor do they assume any responsibility for the Contractor's interpretation of the data.

The Contractor may perform additional subsurface investigation at his/her own expense.

## **S-21 (2105) GEOTEXTILE FOR SEPARATION (STABILIZATION)**

This work shall consist of placing geotextile below the fill material (may be underwater) at the location(s) shown in the Plan, or as directed by the Engineer. The work shall be accomplished according to Mn/DOT 2105, these Special Provisions, or as directed by the Engineer. The purpose of the geotextile layer is to provide separation between the fill and underlying softer soils, to prevent mixing, to provide stability during compaction, to provide some reinforcement and to minimize differential movement. The Contractor's proposed construction sequence for geotextile and fill placement shall be submitted to the Engineer for review at least 21 days prior to beginning of this element of construction.

### Material Requirements

Geofabric shall be a non-woven separator/strengthening material meeting the requirements of Mn/DOT 3733, Type V.

### Construction Requirements

The prepared surface shall be relatively smooth and free of stones, sticks, or other debris or irregularities that would tend to puncture or tear the geotextile. Unless otherwise directed or approved by the Engineer, the geotextile shall be placed with the highest strength direction (usually the "machine" or roll direction) oriented in the direction of the greatest expected field stress. (This will usually be at right angles to the centerline of the construction.)

If multiple pieces of geotextile are required, adjacent strips shall be field or factory sewn, with the seams to have a strength as specified in 3733.2B3. All seams shall be sewn using a "double spool" machine capable of sewing a Federal Type 401 locking stitch. Seam type (prayer "J", or butterfly), thread strength (25 pound minimum), number of rows of stitching (1 or 2) and stitches per inch (typically 5-7), shall be consistent with achieving the required seam strength and as recommended by the geotextile manufacturer.

The geotextile shall be adequately secured so that it is not displaced during subsequent construction. No traffic or construction equipment will be permitted to operate directly on the geotextile. Any damaged geotextile shall be repaired to the satisfaction of the Engineer by patching and sewing or, when appropriate, a 36-inch overlap on all sides without sewing.

Fill shall be placed onto the fabric in uniform lifts as required by the applicable specification and approved by the Engineer, but in no case shall lifts in excess of 12-18 inches be used, unless required to bring the fill above water level or provide stability. Fill material shall be as shown in the Plan or as directed by the Engineer. For placement underwater and for two (2) feet above water level, granular materials shall be used unless otherwise provided in the Plans or approved by the Engineer.

### Measurement and Payment

Measurement will be made of the number of square yards of satisfactorily installed geotextile



approved by the Engineer. No allowance will be made for seams. Payment will be made under Item 2105.604 (Geotextile Fabric Type V) at the Contract bid price per square yard, which price will cover all work including, but not limited to, geotextile, seaming, placement, anchoring, and any needed repairs.

**S-22 (2215) BITUMINOUS PAVEMENT RECLAMATION**

This work shall consist of in-place pulverizing and mixing of the existing bituminous pavement structure and a predetermined portion of the underlying aggregate base materials, where these materials exist, to the depths shown on the Plans so as to produce a homogenous dense graded aggregate base.

This work will include spreading, shaping, compacting and maintaining the blended base course material to the proper grade, line and cross-sections as shown on the Plans and as provided herein, unless otherwise directed by the Engineer.

MATERIALS

The pulverized material shall meet the following gradation:

Sieve Size	Percent Passing (by weight)
40 mm [1.5 inch]	100%
25 mm [1.0 inch]	90-100%
9.5 mm [3/8 inch]	50-90%
75µm [No. 200]*	10% max.

\* (The 75µm [No. 200] sieve requirement will be applied when there is no aggregate base immediately beneath the bituminous pavement.)

If it is necessary to add aggregate base material in order to meet the established gradeline and cross-section, the aggregate material shall consist of either 100% salvage bituminous material (which meets the above gradation requirements and is approved by the Engineer) or MN/DOT 3138 Aggregate Base, Class 5.

CONSTRUCTION REQUIREMENTS

**(A) EQUIPMENT REQUIREMENTS**

**A1 Reclaiming Machine**

The road reclaimer shall be a self-propelled machine capable of effectively pulverizing the in-place bituminous pavement structure and blending a portion of the underlying aggregate base material to the depths shown on the Plans. The machine shall have either an upward or downward rotational cutting head and controls to maintain a constant cutting depth so as to produce a uniformly blended aggregate mixture. The machine shall be approved by the Engineer prior to the start of the pulverizing operation.

**A2 Rollers**

The following requirements shall apply:

**A2.(a) Pneumatic-Tired Roller**

Pneumatic-tired roller shall be self-propelled, **weight** a minimum **25 tons**, and have **90 psi** tire pressure. The tire arrangement shall be such that compaction will be obtained over the full width of the roller with each pass.

**A2.(b)** Pads Foot Vibratory Roller

The pad foot roller shall weigh at least **25,000 pounds**.

**A2.(c)** Steel-Wheeled Rollers

The steel-wheeled rollers shall meet the requirements of Mn/DOT 2123.3J.

**A2(d)** Vibratory Rollers

The vibratory rollers will be allowed for use on a performance basis in accordance with Mn/DOT 1805.

**(B)** PULVERIZING OPERATION

Prior to the start of pulverization, all sod and/or topsoil that is adjacent to the existing surface (mainline or shoulder) that is to be reclaimed shall be bladed off and removed, as directed by the Engineer, so that it does not become incorporated into and contaminate the final product.

Any existing bituminous and/or aggregate base materials in the shoulder section may be bladed onto the mainline pavement prior to pulverization when approved by the Engineer. These materials shall be uniformly spread across the pavement surface. In narrow pavement situations, the remaining shoulder may be trenched for increasing the pavement width and placement of the pulverized blended mixture as shown in the typical cross sections.

The existing pavement and base material (mainline and shoulder material as specified) shall be pulverized and blended to the width and depth shown on the Plans in one or more passes so that the entire mass of material is uniformly blended/mixed. The blended material shall meet the previously specified gradation requirements, based on the results of gradation tests runs on aggregate samples obtained after mixing and prior to compaction.

The Contractor shall not pulverize any more pavement than that which can be spread, shaped and compacted by the end of the work day.

The Contractor shall take care to avoid disturbing or damaging any existing drainage or utility structures on the Project. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at no expense to the Department.

**(C)** GRADING AND SPREADING

The reclaimed material shall be spread and compacted to the grade, width and slope shown on the Plans and typical cross-sections or as directed by the Engineer.

In the event that additional aggregate material is required to attain the Plan grade and/or cross-section, the materials used shall meet the previously stated requirements and may be added, either:

- (a)** on the surface of the undisturbed road prior to reclaiming, or

- (b) after the roadway has been reclaimed; with this option, the add material shall be blended with an additional pass(es) of the reclaiming machine so as to obtain a reasonably uniform mixture.

If the bitumen content of the reclaimed mixture exceeds 3% by weight (mass), then any additional aggregate base lift(s)/course(s) placed above the reclaimed mixture shall be incorporated into the reclaimed mixture so that it is uniformly blended through the entire lift of reclaim mixture.

#### (D) COMPACTION

Compaction of each layer of the reclaimed mixture shall be by the Quality Compaction Method (MN/DOT 2211.3C2).

Water shall be added prior to and during compaction as required.

A minimum **25 ton** pneumatic-tired roller with **90 psi** tire pressure or **25,000 pound** pads foot vibratory roller shall be used for the initial rolling and a vibratory or static smooth steel-wheeled roller for intermediate and/or finished rolling.

The maximum reclaimed layer thickness for compaction shall be **6 inches**. If the layer thickness is greater than **[6 inches]**, the portion of the reclaimed material in excess of **6 inches** shall be bladed to one side of the roadway and the remaining in-place material shall be compacted. The material which was bladed to the side shall be spread back and compacted before the end of the working day.

Each **6 inch** layer of reclaimed material shall be of uniform thickness and compacted until there is no evidence of further consolidation.

#### (E) SURFACE REQUIREMENTS

Upon completion of the final shaping and compaction, the finished surface of reclaimed aggregate base course shall be smooth and not vary more than **0.05 feet** from the elevation prescribed for that point as determined from the grade staked by the Engineers and the typical sections shown in the Plans. If any area(s) is found to lack the required smoothness and/or out of tolerance, such areas(s) shall be reshaped and recompacted until the required smoothness and tolerance is obtained.

When fine grading operations are required on the finished base prior to constructing the pavement thereon, the surface elevation tolerance shall be met at the time of the completion of the fine grading operation. Any excess materials deposited on the shoulders as a result of those operations that is contaminated to the extent that it does not meet the specification requirements for use as aggregate shouldering shall be removed and disposed off the Right of Way in accordance with MN/DOT 2104.3C3, when directed by the Engineer.

The Contractor shall be responsible for maintaining the finished surface of the aggregate base course in a smooth, compacted condition, free of ruts and distortions, and to the grade and cross-section tolerances previously stated until the first bituminous course required by Contract is placed thereon. The application of water may be required to maintain the compacted surface. The necessary maintenance shall be performed at no additional cost to the Department.

In the event that a weak area(s)/soft spot(s) is encountered during the reclamation process, this area(s) shall be corrected at the direction of the Engineer. Measurement and payment for the correction(s) will be in accordance with MN/DOT 2105.

**METHOD OF MEASUREMENT**

Bituminous Pavement Reclamation will be measured by the **square yard** of the completed length and width for each depth shown on the Plans.

When additional aggregate material is required it will be measured by volume in **cubic yards**, loose measure or by **weight** in **tons** in accordance with MN/DOT 1901. No deduction will be made for the mass or volume of water.

**BASIS OF PAYMENT**

Payment for Bituminous Pavement Reclamation at the Contract bid price will be compensation in full for all labor, equipment, and material costs required to construct the aggregate base course as specified including the costs of trenching, scarifying, pulverizing, grading, shaping, rolling and compacting of existing bituminous pavement and aggregate base course. Also included in the Bituminous Pavement Reclamation payment item is the cost associated with movement of the pulverized blended material to accomplish the maximum compaction layer thickness.

Additional aggregate will be paid for separately under Pay Item 2211.507 (Aggregate Base (CV) Class 5).

Excess pulverized material from other locations on the Project may be utilized to attain the Plan grade or cross-section as directed by the Engineer. Where the excess pulverized material is nearby and it is not necessary to load and haul the material with trucks, the cost incurred in transporting such material will not be paid for separately, but will be included in the pay item for Bituminous Pavement Reclamation. Where the excess pulverized material is at a location requiring the material to be loaded into trucks and transported to some other location on the Project, as directed by the Engineer, the cost of loading, hauling, unloading, spreading and compacting the material will be paid for in [**cubic yards**], loose measure, at point of delivery. The work will be paid for under Item 2331.607 (Haul Bituminous Pavement Reclamation). If this work is not included in the Contract as a pay item, it will be paid as extra work.

No direct compensation will be made for water used in conjunction with the operations associated with pulverizing, blending, placing, shaping, and compacting the reclaimed material nor for water used in maintaining the finished surface.

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>
2215.504	Bituminous Pavement Reclamation.....	square yard

**S-23 (2360) PLANT MIXED ASPHALT PAVEMENT**

**Mix Designation Numbers for the bituminous mixtures on this Project are as follows:**

Type SP 9.5 Wearing Course Mixture (3,C)	SPWEA330C
Type SP 12.5 Non Wearing Course Mixture (3,C)	SPNWB340C

The sentence “In addition to the list the above pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements.” is deleted from **2360.3.E Surface Requirements of 2360 (Plant Mixed Asphalt Pavement) Specification.**

The first paragraph of 2360.3.D.1 of 2360 (Plant Mixed Asphalt Pavement) Specification is hereby **deleted and replaced with the following:**

**D.1 Maximum Density**

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360-19, "Required Minimum Lot Density (Mat)".

Table 2360-20 Longitudinal Joint Density Requirement of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

2360.3.D.1.h Mat Density Cores of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted and replaced with the following:**

#### **D.1.h Mat Density Cores**

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 ft [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel **1 foot** away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel **6 inches ± 0.5 inch** from the edge of the top of the mat (ex. center of **4 inch** core barrel **8 ± 0.5 inches** from the edge of the top of the mat). Cores will not be taken within **1 foot** of any unsupported edge. The Contractor is responsible for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

2360.3.D.1.j Companion Core Testing of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted and replaced with the following:**

The Department will select at least one of the two companion cores per lot to test for verification.

2360.3.D.1.n Longitudinal Joint Density of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

2360.3.D.1.p Shoulders of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

Table 2360-22 Payment Schedule for Maximum Mat Density of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Wear and SP Shoulders, 4% Void) of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void) of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

2360.3.D.1.r Pay Factor Determination of 2360 (Plant Mixed Asphalt Pavement) Specification **is hereby deleted.**

## **S-24 (2357) BITUMINOUS MATERIAL FOR SHOULDER TACK**

SP2005-139

This work shall consist of treating aggregate shoulders with bituminous material, in accordance with the provisions of MN/DOT 2357 and the following:

**S-24.1** Bituminous Material for Shoulder Tack shall consist of emulsified asphalt, meeting Mn/DOT 3151 for SS-1, CSS-1, or CSS-1h; and shall not be toxic to plant life.

**S-24.2** Water may be added up to 25 percent by volume to the asphalt emulsion as provided for in MN/DOT 2357.3D. However, added water will be excluded from the application rate and pay quantities. Water shall be applied to the ground surface immediately in advance of placing the asphalt emulsion. The rate and quantity of water to be applied shall be as directed by the Engineer. In general, the soil shall be moistened to a depth of at least 25 mm [**1 inch**]. Application of water shall be in accordance with MN/DOT 2130. The asphalt emulsion shall be applied at the rate 0.05 gallons per square yard. During placement, every effort shall be taken to obtain a uniform distribution over the area specified. Distributor spray bars shall be used to the fullest extent possible and hand held nozzles are to be used only in inaccessible areas.

**S-24.3** MEASUREMENT

Bituminous material used for tack coat will be measured by volume at 15°C [**60°F**].

**S-24.4** PAYMENT

Payment for the accepted quantity of bituminous material used for shoulder tack at the Contract bid price per unit of measure will be compensation in full for all costs of furnishing and applying the material as specified. Furnishing and applying sand on newly tacked surfaces at pedestrian crossings shall be at no expense to the Department with no direct compensation being made therefore. Payment for the shoulder tack will be made on the basis of the following schedule:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>
2357.606	Bituminous Material for Shoulder Tack.....	gallon

**S-25 (2357) BITUMINOUS TACK COAT**

This work shall consist of treating an existing bituminous surface in accordance with the provisions of MN/DOT 2357, except as modified below:

The bituminous material used for tack coat shall be incidental to work associated with MN/DOT modified 2350 for which no direct compensation will be paid.

**S-26 (2451) STRUCTURE EXCAVATION, CLASS R**

Structure excavation and backfill shall be constructed in accordance with the provisions of MN/DOT 2451 except as modified below.

The volume of "Structure Excavation, Class R" (bedrock) in a pipe trench will be that contained in the following limits:

- A. In width, the outside diameter of the pipe plus 24 inches, but not less than 2.7 feet.
- B. Elevation at the top of the rock.
- C. Elevation at 6 inches below outside diameter of the pipe.

Rock trenches shall be backfilled with "Granular Backfill." This work shall be incidental to work associated with Structure Excavation, Class R, and no direct compensation will be paid.

For each 10 feet of pipe sewer trench in which any Structure Excavation, Class R (bedrock) is required, at least 1 cubic yard will be measured. Rock excavation or rock trimming may be required to provide adequate clearance between the pipe and the existing rock bottom or sidewalls of the trench.

Basis of Payment

- A. Payment will be made under Item 2451.501 (Structure Excavation, Class R) at the Contract price per cubic yard, which shall be payment in full for all costs incidental to rock removal. There shall not be adjustment for increased or decreased quantities of rock removal items.

**S-27 (2451) TRENCH STABILIZATION**

This work shall consist of excavating a further depth and/or width of a trench and refilling to the pipe foundation grade with Coarse Filter Aggregate thoroughly compacted to provide a firm foundation for the pipe. This work shall be performed when, in the opinion of the Engineer, the bottom of the trench is soft or yielding and cannot adequately support the pipe sewer or if excessive groundwater is encountered in the trench.

Coarse Filter Aggregate shall be in accordance with the requirement of 3149.2H.

Measurement will be by Compacted Volume to the dimensions ordered by the Engineer.

Payment for trench stabilization will be made under Item 2451.511 Coarse Filter Aggregate (CV) at the Contract price per cubic yard, which shall be compensation in full for all costs of furnishing and installing the material including excavation required.

**S-28 (2501) PIPE CULVERT**

Pipe culvert construction and reconstruction shall be performed in accordance with the provisions of Mn/DOT 2501, except as modified below:

Materials

- A. Reinforced Concrete Pipe and Fittings  
Reinforced concrete pipe, fittings, and specials shall conform to the requirements of 3236 and Standard Plate 3000 for the type, size and strength class specified. Rubber O-ring gasket joints conforming to Standard Plate 3006 shall be used.

The joints of all reinforced concrete pipes shall be tied together. Furnishing and installing ties will be considered to be incidental to the pipe installation.

- B. Corrugated Metal Pipe and Fittings  
Corrugated Steel pipe, fittings, and specials shall conform to the requirements of 3226 and Standard Plate 3040 for the type, size and strength class specified.

**S-29 (2503) SANITARY SEWER SPOT REPAIRS**

Sanitary sewer repair location is noted on the plans and shall include excavation of the area to be repaired, all necessary materials to repair sewer pipe, and all materials required to restore road

base back to the base of the typical section as drawn in the plans. The repair work shall be coordinated with the Engineer and shall be done to the Engineer's approval.

**S-30 (2504) CONNECT TO EXISTING WATERMAIN**

Connect to Existing Water Main shall be by the Each, complete in place, and paid at the price quoted in the BID. The Contractor is to coordinate timing of watermain work with the Hermantown Public Works Director and the Engineer.

**S-31 (2504) RELOCATE HYDRANT**

Relocate Hydrant shall be by the Each, complete in place including all necessary materials to relocate the Hydrant and associated valve and box, and labor, and paid at the price quoted in the BID. Hydrants and water valves shall not remain nor be installed in the bottom of drainage ditches and the final locations shall be directed by the Engineer.

**S-32 (2504) HYDRANT**

Hydrant shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, be yellow in color, and paid at the price quoted in the BID. Hydrants shall not remain nor be installed in the bottom of drainage ditches and the final locations shall be directed by the Engineer.

**S-33 (2504) CURB STOP AND BOX**

Curb Stop and Box shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID.

**S-34 (2504) 6" GATE VALVE AND BOX**

6" Gate Valve and Box shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID. Water valves shall not be remain nor be installed in the bottom of drainage ditches and the final locations shall be directed by the Engineer.

**S-35 (2504) MAGNETIZED TRACER BOX**

Magnetized Tracer Box shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID.

**S-36 (2504) WATER SERVICE**

Water service shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID.

**S-37 (2504) 6" HDPE WATERMAIN SDR 11**

8" HDPE Watermain SDR 11 shall be by the Linear Foot, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID.

**S-38 (2504) 8" HDPE WATERMAIN SDR 11**

6" HDPE Watermain SDR 11 shall be by the Linear Foot, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID.



**S-39 (2540) MAILBOX SUPPORT**

Mail Box Support shall be by the Each, complete in place including all necessary materials and labor as shown in the plans, and paid at the price quoted in the BID. The full item includes support and the mail box to be included in the price.

**S-40 (2575) TURF ESTABLISHMENT**

Turf establishment shall be performed in accordance with the provisions of Mn/DOT 2575, except as modified below:

Where the new sod meets the existing, a sod cutter shall be used to make the new sod level with the existing and to eliminate the ragged appearance of the existing sod caused by excavation.

Payment for sodding at the contract price per square yard shall include 4 inches of topsoil borrow, shaping, or otherwise preparing the ground, cutting as required, furnishing, laying the sod on the areas designated to be covered, and pressing the sod into the underlying soil by rolling or tamping.

Payment for seeding at the contract price per acre shall include 4 inches of topsoil borrow, shaping, or otherwise preparing the ground.

Sod/seed shall be maintained until Engineering has conducted the final inspection and shall have a warranty period of two (2) years. All sod/seed issues will be addressed prior to the release of the project retainage.

**S-41 (2580) INTERIM PAVEMENT MARKING**

This work shall consist of placing interim pavement markings on those pavements, prior to opening them to traffic, where the in-place surface is to be covered by a subsequent paving course or the permanent lane markings are to be placed at a future date. The Contractor has the option of furnishing the following material, unless the material type is indicated in the Plan:

- (A) Retroreflectorized Pavement Marking (**4 inch** wide) Tape Mn/DOT 3353.

Due to the difficulty encountered in the removal of this tape from pavement surfaces its usage will not be allowed for use on the final pavement course where permanent pavement markings are to be placed.

- (B) Removable Preformed Plastic Pavement Marking (**4 inch** wide) Tape Mn/DOT 3355.

- (C) Traffic Marking Paint in accordance with the following attachments:

Specification for "Three Minute Dry Alkyd Traffic Paints"  
Specification for "High Solids Water Based Traffic Paint"  
Application Specification for Conventional Traffic Marking Paint.  
Specification for Glass Beads, Drop-on Type for Reflectorizing Traffic Paint.

- (D) Temporary Raised Pavement Markers in accordance with the following attachment:

Specification for "Temporary Raised Pavement Markers (TRPMs)"

When centerline or lane markings (excluding edge lines) are removed, interim pavement markings shall be provided prior to opening the roadway to traffic. The markings shall be applied to a clean, dry surface in accordance with the manufacturer's recommendation or as approved by the

Engineer.

Interim markings shall consist of center line markings including no passing zone markings, center lines and lane lines (excluding edge lines) in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD). Interim markings for skip stripes shall be 100 mm [4 inch] wide plus or minus 6 mm [1/4 inch] and cycle lengths as indicated in the Plan. The Markings shall be placed parallel to the direction of traffic flow. Solid lines used to make no passing zones and lanes shall be 100 mm [4 inch] in width, plus or minus 6 mm [1/4 inch]. Lateral placement of the markings from centerline shall be as directed by the Engineer.

If the Contractor is negligent in adhering to the above provisions, he/she shall be subject to the hourly charge as set forth in Section S-15 (FAILURE TO COMPLETE WORK ON TIME) of these Special Provisions.

OR

All interim markings must be placed during daylight hours. The Contractor shall conform with the following interim striping tolerances:

A tolerance of plus 6 mm [**1/4 inch**] and - 0" from the specified width will be allowed for striping provided the variation is gradual and does not detract from the general appearance. Lengths for the broken line segments may vary no more than plus or minus 76 mm [**3 inch**]. All longitudinal markings are to be placed 50 mm  $\pm$ 25 mm [**2 inch  $\pm$  1 inch**] from the edge of pavement or longitudinal (centerline) joint. Also, pertaining to the cycle length, the total allowance for the broken segment and gap shall be no more than plus or minus 76 mm [**3 inch**]. Establishment of application tolerances shall not relieve the Contractor of their responsibility to comply as closely as practicable with the planned dimensions.

In the event the Engineer determines the interim striping is out of tolerance it is the responsibility of the Contractor to take corrective action. Removal shall be performed utilizing equipment that is not detrimental to the final surface, as required by the Engineer. All costs associated with removing and restriping the interim markings will be at the Contractor's expense. This would include any costs associated with damage caused to the wearing course after pavement marking removal.

If the Contractor is negligent in adhering to the above provisions, he/she shall be subject to the hourly charge as set forth in Section S-16 (FAILURE TO COMPLETE WORK ON TIME) of these Special Provisions.

When temporary raised pavement markings are used as interim markings, they shall be installed as per the TRPM attachment or as indicated in the Plan. Removal of TRPM's shall be incidental to the bid price.

The interim markings shall be maintained and replaced by the Contractor without additional compensation until they are covered by the next paving course, are replaced with permanent pavement markings, or final acceptance of the Project is made. The Contractor will be required to remove all Temporary Raised Pavement Markings used as Interim Pavement markings. Any solid line delineations on the final pavement surface marked with Pavement Marking Tape must also be removed prior to placing the Permanent Pavement Markings. The Engineer may require the removal of any Interim Pavement Markings that will interfere with the placement of the permanent markings or could cause confusion to the traveling public if left in place. Removal of interim pavement Markings, if required, shall be incidental to the Contract bid price for the Item, and shall be in accordance with Mn/DOT 2102.

Interim pavement markings will be measured by the actual length in meters [linear feet] of each line marked as indicated in the Plan and will not include the gap between skip stripes. No additional

quantity will be included for repair or renewal work. Measurement for raised pavement markings will be made according to the length of line being simulated.

Payment for Interim Pavement Marking at the Contract price per unit of measure shall be compensation in full for all costs of furnishing and placing the marking, removal if required, and all necessary maintenance and renewal work.

**S-42 (2582) MULTI-COMPONENT (EPOXY) PAVEMENT MARKINGS**

This work shall consist of furnishing and applying epoxy resin pavement markings with "beads-on" for the control and guidance of traffic in accordance with the details shown in the Plans, and the following:

Traffic control for striping operations shall be executed in accordance with the "Field Manual for Temporary Traffic Control Zone Layouts", except as may be approved by the Engineer.

Line pavement markings will be measured separately by length of each type placed as specified. Broken lines will be measured by the actual length of line placed and will not include the gap between the skip marks. Crosswalk markings shall be measured by the area of marking furnished and installed as specified.

All epoxy pavement markings shall be placed within 15 Working Days of the completion of the wearing course mixture. Epoxy pavement markings shall be placed on the fresh mat as the final and interim pavement marking on the top course of bituminous. However, if it is not feasible to place the epoxy prior to opening the roadway to traffic, a 15 mil application of the interim pavement marking paint may be applied. In this case, the epoxy should not be applied until at least 15 days later and not more than 60 days later unless the interim marking shows substantial wear, or weather conditions will hamper installation of the epoxy at the later date. Removal of the 15 mil application is not required prior to placing the epoxy. Application of the interim pavement marking paint on the top course of bituminous prior to the epoxy shall be paid for under Item No. 2580, Interim Pavement Marking at the Contract unit price per linear foot.

**S-42.1** Section 9.0 "ACCEPTANCE OF PAVEMENT MARKINGS" shall be deleted and replaced with the following:

Acceptance of completed work shall be based on daytime and nighttime reviews conducted by the Engineer. The Engineer may order rework based on the day and/or night reviews.

CITY OF HERMANTOWN DISTRICTS 531 & 532, S.A.P. 202-102-005  
ENGINEER'S ESTIMATE

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES	UNIT COST	PARTICIPATING COST	NON-PARTICIPATING COST	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	0.2	0	0.8	1	\$ 80,000.00	\$ 16,000.00	\$ 64,000.00	\$ 80,000.00
2	2101.501	CLEARING & GRUBBING	LUMP SUM	0.2	0	0.8	1	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
3	2101.524	CLEARING	TREE	11	0	0	11	\$ 500.00	\$ 5,500.00	\$ -	\$ 5,500.00
4	2101.524	GRUBBING	TREE	11	0	0	11	\$ 250.00	\$ 2,750.00	\$ -	\$ 2,750.00
5	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	18	18	81	117	\$ 50.00	\$ 900.00	\$ 4,950.00	\$ 5,850.00
6	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	0	0	2	1	\$ 100.00	\$ -	\$ 200.00	\$ 200.00
7	2104.502	SALVAGE SIGN TYPE C	EACH	0	0	2	2	\$ 100.00	\$ -	\$ 200.00	\$ 200.00
8	2104.502	REMOVE SIGN TYPE C	EACH	7	0	17	24	\$ 50.00	\$ 350.00	\$ 850.00	\$ 1,200.00
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	18	0	81	99	\$ 50.00	\$ 900.00	\$ 4,050.00	\$ 4,950.00
10	2104.502	REMOVE HYDRANT	EACH	0	3	11	14	\$ 500.00	\$ -	\$ 7,000.00	\$ 7,000.00
11	2104.502	REMOVE GATE VALVE AND BOX	EACH	0	3	11	14	\$ 200.00	\$ -	\$ 2,800.00	\$ 2,800.00
12	2104.502	REMOVE CURB STOP AND BOX	EACH	0	0	7	7	\$ 100.00	\$ -	\$ 700.00	\$ 700.00
13	2104.503	REMOVE PIPE CULVERTS	LIN FT	759	0	1831	2590	\$ 5.00	\$ 3,795.00	\$ 9,155.00	\$ 12,950.00
14	2104.503	REMOVE CURB AND GUTTER	LIN FT	0	0	50	50	\$ 6.00	\$ -	\$ 300.00	\$ 300.00
15	2104.503	REMOVE WATER MAIN	LIN FT	0	15	668	683	\$ 10.00	\$ -	\$ 6,830.00	\$ 6,830.00
16	2104.503	REMOVE WATER SERVICE	LIN FT	0	0	191	191	\$ 10.00	\$ -	\$ 1,910.00	\$ 1,910.00
17	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	0	0	10	10	\$ 10.00	\$ -	\$ 100.00	\$ 100.00
18	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	299	0	845	1144	\$ 3.00	\$ 897.00	\$ 2,535.00	\$ 3,432.00
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	530	0	3140	3670	\$ 7.00	\$ 3,707.67	\$ 21,980.00	\$ 25,687.67
20	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	0	0	1205	1205	\$ 3.00	\$ -	\$ 3,615.00	\$ 3,615.00
21	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	0	0	17	17	\$ 15.00	\$ -	\$ 255.00	\$ 255.00
22	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	3124	0	18307	21431	\$ 3.00	\$ 9,372.00	\$ 54,921.00	\$ 64,293.00
23	2105.507	COMMON EXCAVATION (P)	CU YD	573	1881	11511	13965	\$ 15.00	\$ 8,595.00	\$ 200,880.00	\$ 209,475.00
24	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	0	1497	5691	7188	\$ 30.00	\$ -	\$ 215,640.00	\$ 215,640.00
25	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	358	0	671	1029	\$ 30.00	\$ 10,740.00	\$ 20,130.00	\$ 30,870.00
26	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	0	130	2113	2243	\$ 30.00	\$ -	\$ 67,290.00	\$ 67,290.00
27	2215.504	FULL DEPTH RECLAMATION	SQ YD	6789	0	7340	14129	\$ 2.50	\$ 16,972.50	\$ 18,350.00	\$ 35,322.50
28	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	283	0	789	1072	\$ 3.00	\$ 849.00	\$ 2,367.00	\$ 3,216.00
29	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	710	0	2497	3207	\$ 75.00	\$ 53,250.00	\$ 187,275.00	\$ 240,525.00
30	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3:C)	TON	1426	0	2176	3602	\$ 75.00	\$ 106,950.00	\$ 163,200.00	\$ 270,150.00
31	2501.502	15" RC PIPE APRON	EACH	0	0	14	14	\$ 600.00	\$ -	\$ 8,400.00	\$ 8,400.00
32	2501.502	24" RC PIPE APRON	EACH	0	0	2	2	\$ 1,100.00	\$ -	\$ 2,200.00	\$ 2,200.00
33	2501.502	30" RC PIPE APRON	EACH	2	0	0	2	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 2,400.00
34	2501.502	36" RC PIPE APRON	EACH	2	0	0	2	\$ 1,800.00	\$ 3,600.00	\$ -	\$ 3,600.00
35	2501.503	15" RC PIPE CULVERT	LIN FT	0	0	288	288	\$ 50.00	\$ -	\$ 14,400.00	\$ 14,400.00
36	2501.503	24" RC PIPE CULVERT	LIN FT	0	0	48	48	\$ 60.00	\$ -	\$ 2,880.00	\$ 2,880.00
37	2501.503	30" RC PIPE CULVERT	LIN FT	48	0	0	48	\$ 75.00	\$ 3,600.00	\$ -	\$ 3,600.00
38	2501.503	36" RC PIPE CULVERT	LIN FT	56	0	0	56	\$ 100.00	\$ 5,600.00	\$ -	\$ 5,600.00
39	2501.503	15" CS PIPE CULVERT	LIN FT	657	0	1720	2377	\$ 40.00	\$ 26,279.64	\$ 68,800.00	\$ 95,079.64
40	2501.503	18" CS PIPE CULVERT	LIN FT	62	0	0	62	\$ 42.00	\$ 2,587.33	\$ -	\$ 2,587.33
41	2503.602	SANITARY SEWER SPOT REPAIRS	EACH	0	0	1	1	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
42	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	0	4	12	16	\$ 500.00	\$ -	\$ 8,000.00	\$ 8,000.00
43	2504.602	RELOCATE HYDRANT	EACH	0	1	0	1	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
44	2504.602	HYDRANT	EACH	0	3	11	14	\$ 7,500.00	\$ -	\$ 105,000.00	\$ 105,000.00
45	2504.602	6" GATE VALVE AND BOX	EACH	0	3	11	14	\$ 2,500.00	\$ -	\$ 35,000.00	\$ 35,000.00
46	2504.603	8" HDPE WATER MAIN SDR 11	LIN FT	0	0	610	610	\$ 80.00	\$ -	\$ 48,800.00	\$ 48,800.00
47	2506.502	ADJUST FRAME AND RING CASTING	EACH	8	0	16	24	\$ 100.00	\$ 800.00	\$ 1,600.00	\$ 2,400.00
48	2511.507	RANDOM RIPRAP CLASS III	CU YD	56	0	86	142	\$ 100.00	\$ 5,600.00	\$ 8,600.00	\$ 14,200.00
49	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	0	0	200	200	\$ 40.00	\$ -	\$ 8,000.00	\$ 8,000.00
50	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	0	0	82	82	\$ 75.00	\$ -	\$ 6,150.00	\$ 6,150.00
51	2506.502	ADJUST FRAME AND RING CASTING	EACH	8	0	16	24	\$ 500.00	\$ 4,000.00	\$ 8,000.00	\$ 12,000.00
52	2511.507	RANDOM RIPRAP CLASS III	CU YD	56	0	86	142	\$ 50.00	\$ 2,800.00	\$ 4,300.00	\$ 7,100.00
53	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	0	0	200	200	\$ 20.00	\$ -	\$ 4,000.00	\$ 4,000.00
54	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	0	0	82	82	\$ 65.00	\$ -	\$ 5,330.00	\$ 5,330.00
55	2540.602	MAIL BOX SUPPORT	EACH	18	0	82	100	\$ 200.00	\$ 3,600.00	\$ 16,400.00	\$ 20,000.00
56	2563.601	TRAFFIC CONTROL	LUMP SUM	0.2	0	0.8	1	\$ 15,000.00	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00
57	2564.502	INSTALL SIGN TYPE SPECIAL	EACH	0	0	2	2	\$ 200.00	\$ -	\$ 400.00	\$ 400.00
58	2564.502	SIGN PANELS TYPE SPECIAL	EACH	0	18	82	100	\$ 200.00	\$ -	\$ 20,000.00	\$ 20,000.00

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES	UNIT COST	PARTICIPATING COST	NON-PARTICIPATING COST	TOTAL COST
59	2564.518	SIGN PANELS TYPE C	SQ FT	43	0	106	149	\$ 50.00	\$ 2,162.50	\$ 5,300.00	\$ 7,462.50
60	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.2	0	0.8	1	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
61	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	3289	0	13022	16311	\$ 3.00	\$ 9,867.00	\$ 39,066.00	\$ 48,933.00
62	2574.507	COMMON TOPSOIL BORROW	CU YD	293	0	685	978	\$ 40.00	\$ 11,720.00	\$ 27,400.00	\$ 39,120.00
63	2574.508	FERTILIZER TYPE 1 (20-10-20)	POUND	162	0	300	462	\$ 1.00	\$ 162.00	\$ 300.00	\$ 462.00
64	2575.504	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	2618	0	4727	7345	\$ 2.50	\$ 6,545.00	\$ 11,817.50	\$ 18,362.50
65	2575.504	SODDING TYPE LAWN	SQ YD	2657	0	7621	10278	\$ 2.00	\$ 5,314.00	\$ 15,242.00	\$ 20,556.00
66	2575.505	SEEDING	ACRE	0.54	0	1	1.54	\$ 350.00	\$ 189.00	\$ 350.00	\$ 539.00
67	2575.508	SEED MIXTURE 25-151	POUND	54	0	100	154	\$ 5.00	\$ 270.00	\$ 500.00	\$ 770.00
68	2580.503	INTERIM PAVEMENT MARKING	LIN FT	7638	0	0	7638	\$ 0.50	\$ 3,819.00	\$ -	\$ 3,819.00
69	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	5092	0	0	5092	\$ 1.50	\$ 7,638.00	\$ -	\$ 7,638.00
70	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	2546	0	0	2546	\$ 3.00	\$ 7,638.00	\$ -	\$ 7,638.00

<b>TOTALS</b>	<b>\$ 363,719.63</b>	<b>\$ 1,568,218.50</b>	<b>\$ 1,931,938.13</b>
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PROJECT COST ESTIMATE - 6/26/19										
LINE ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	HERMANTOWN ROAD (MSA 102)	100% CITY	TOTAL PROJECT ESTIMATED QUANTITIES	UNIT COST	HERMANTOWN ROAD (MSA 102)	100% CITY	ESTIMATED COSTS
				ESTIMATED ROADWAY QUANTITIES	NON-PARTICIPATING ESTIMATED QUANTITIES			ESTIMATED ROADWAY QUANTITIES	NON-PARTICIPATING ESTIMATED QUANTITIES	
1	2021.501	MOBILIZATION	LUMP SUM	0.25	0.75	1	\$ 75,000.00	\$ 18,750.00	\$ 56,250.00	\$ 75,000.00
2	2104.501	REMOVE PIPE CULVERT	LIN FT	510	2000	2510	\$ 5.00	\$ 2,550.00	\$ 10,000.00	\$ 12,550.00
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	100	200	300	\$ 2.00	\$ 200.00	\$ 400.00	\$ 600.00
4	2104.501	REMOVE WATER MAIN	LIN FT		630	630	\$ 10.00	\$ -	\$ 6,300.00	\$ 6,300.00
5	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	670	2415	3085	\$ 7.00	\$ 4,690.00	\$ 16,905.00	\$ 21,595.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD		7000	7000	\$ 7.00	\$ -	\$ 49,000.00	\$ 49,000.00
6	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT		1550	1550	\$ 5.00	\$ -	\$ 7,750.00	\$ 7,750.00
7	2104.509	REMOVE HYDRANT	EACH		2	2	\$ 1,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
8	2104.509	REMOVE GATE VALVE AND BOX	EACH		2	2	\$ 200.00	\$ -	\$ 400.00	\$ 400.00
9	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	24		24	\$ 5.00	\$ 120.00	\$ -	\$ 120.00
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	350	1200	1550	\$ 1.50	\$ 525.00	\$ 1,800.00	\$ 2,325.00
11	2105.501	COMMON EXCAVATION (P)	CU YD		8500	8500	\$ 15.00	\$ -	\$ 127,500.00	\$ 127,500.00
12	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD		4750	4750	\$ 30.00	\$ -	\$ 142,500.00	\$ 142,500.00
13	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD		16000	16000	\$ 3.00	\$ -	\$ 48,000.00	\$ 48,000.00
14	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD		3000	3000	\$ 32.00	\$ -	\$ 96,000.00	\$ 96,000.00
15	2212.503	AGGREGATE BASE (CV) CLASS 5 (DRIVEWAYS)	CU YD	400	1850	2250	\$ 50.00	\$ 20,000.00	\$ 92,500.00	\$ 112,500.00
16		RECLAIM BITUMINOUS SURFACE	SQ YD	7000	10500	17500	\$ 2.50	\$ 17,500.00	\$ 26,250.00	\$ 43,750.00
17	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) (DRIVEWAY)		175	600	775	\$ 120.00	\$ 21,000.00	\$ 72,000.00	\$ 93,000.00
18	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	850	2300	3150	\$ 75.00	\$ 63,750.00	\$ 172,500.00	\$ 236,250.00
19	2360.501	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C)	TON	850	2300	3150	\$ 75.00	\$ 63,750.00	\$ 172,500.00	\$ 236,250.00
20	2503.541	CS PIPE CULVERT DRIVEWAY CULVERT	LIN FT	360	2000	2360	\$ 40.00	\$ 14,400.00	\$ 80,000.00	\$ 94,400.00
21	2503.541	CS PIPE CULVERT CENTERLINE	LIN FT	150	350	500	\$ 60.00	\$ 9,000.00	\$ 21,000.00	\$ 30,000.00
22	2504.602	CONNECT TO EXISTING WATER MAIN	EACH		2	2	\$ 250.00	\$ -	\$ 500.00	\$ 500.00
23	2504.602	HYDRANT ASSEMBLY	EACH		2	2	\$ 5,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
24	2504.602	8" GATE VALVE AND BOX	EACH		2	2	\$ 2,500.00	\$ -	\$ 5,000.00	\$ 5,000.00
25	2504.603	8" WATER MAIN DUCTILE IRON CL 52	LIN FT		630	630	\$ 80.00	\$ -	\$ 50,400.00	\$ 50,400.00
26	2504.604	3" POLYSTYRENE INSULATION	SQ YD				\$ 40.00	\$ -	\$ -	\$ -
26	2506.501	SANITARY SEWER SPOT REPAIRS	LUMP SUM		1	1	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00
27	2506.522	ADJUST FRAME AND RING CASTING	EACH	6	12	18	\$ 500.00	\$ 3,000.00	\$ 6,000.00	\$ 9,000.00
28	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	100	200	300	\$ 20.00	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00
29	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD		168	168	\$ 65.00	\$ -	\$ 10,920.00	\$ 10,920.00
30	2540.602	PROVIDE & INSTALL MAIL BOX & FIRE NUMBERS	EACH	14	60	74	\$ 250.00	\$ 3,500.00	\$ 15,000.00	\$ 18,500.00
31	2563.601	TRAFFIC CONTROL	LUMP SUM	0.75	0.25	1	\$ 15,000.00	\$ 11,250.00	\$ 3,750.00	\$ 15,000.00
32	2573.000	EROSION CONTROL	LUMP SUM	0.25	0.75	1	\$ 10,000.00	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00
33	2573.503	SILT FENCE, TYPE HI	LIN FT	6500	10000	16500	\$ 3.00	\$ 19,500.00	\$ 30,000.00	\$ 49,500.00
34	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.25	0.75	1	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 6,000.00
35	2574.525	COMMON TOPSOIL BORROW	CU YD	1100	2650	3750	\$ 50.00	\$ 55,000.00	\$ 132,500.00	\$ 187,500.00
36	2575.504	EROSION CONTROL BLANKET, CATEGORY III	SQ YD	5600	14000	19600	\$ 2.00	\$ 11,200.00	\$ 28,000.00	\$ 39,200.00
37	2575.505	SEEDING	ACRE	1.2	3	4.2	\$ 350.00	\$ 420.00	\$ 1,050.00	\$ 1,470.00
38	2575.508	SEED MIXTURE 25-151	POUND	240	600	840	\$ 5.00	\$ 1,200.00	\$ 3,000.00	\$ 4,200.00
39	2582.503	4" SOLID LINE EPOXY GROUND IN (WHITE)	LIN FT	5200		5200	\$ 1.00	\$ 5,200.00	\$ -	\$ 5,200.00
40	2582.503	4" SOLID DOUBLE EPOXY GROUND IN (YELLOW)	LIN FT	2600		2600	\$ 2.00	\$ 5,200.00	\$ -	\$ 5,200.00

NCE's Total Estimate	
S.I.D. #531	\$ 1,563,675.00
S.I.D. #532	\$ 357,705.00
<b>Estimated Total Construction Subtotal</b>	<b>\$ 1,921,380.00</b>
Construction Contingency (10%)	\$ 192,138.00
Engineering Fee (15%)	\$ 288,207.00
Geotechnical Evaluation	\$ 10,000.00
Easement Acquisition	\$ 10,000.00
Surveying	\$ 7,000.00
City Administrative Costs (5%)	\$ 96,069.00
<b>Total Project Cost</b>	<b>\$ 2,524,794.00</b>