

CITY OF HERMANTOWN
UTILITY COMMISSION AGENDA – FEBRUARY 20, 2020

CITY ADMINISTRATIVE BUILDING, 5105 MAPLE GROVE ROAD
5:30 PM – LARGE CONFERENCE ROOM

1. **ROLL CALL**
2. **MINUTES** – Approval or Correction
 - a. [January 16, 2020 regular meeting.](#)
3. **PUBLIC DISCUSSION** *(This is the time for which individuals can address the Commission about any item pertaining to utilities. The time limit is three minutes per person)*
 - a. Scott Mercier will be present to request permission to extend utilities from the end of Twin Pines Street to his property off of Ugstad Road and would like to know the cost.
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - a. Recommendation needed regarding Susan Anderson’s request to remove late fee incurred July 1, 2019 Stormwater Bill in the amount of \$4.20

(Motion) ~ [See Communication 20-004U](#)
 - b. Recommendation needed regarding Scott Mercier’s request to extend utilities from the end of Twin Pines Street to his property on Ugstad Road

(Motion) ~ [See Communication 20-005U](#)
Note: Utility Agreement Draft and Costs will be presented at the time of Meeting
 - c. Recommendation needed regarding Sewer discount request from Bel Air Mobile Manor for January and February using average usage due to a Watermain Break that did not enter the Sewer System (verified by Public Works)

(Motion) ~ [See Communication 20-007U](#)
6. **REPORTS**
 - a. [Budget to Actual Expenditure Report](#)
 - b. [Water Loss Report](#)
 - c. [Public Works Utility Maintenance Report](#)

d. Project and Policy Updates *(No Action Required – Informational)*

City Council adopted the following Resolutions:

- 2020-12 Resolution Awarding Contract For 2020 Ford F350 Chassis To Boyer Ford Trucks, Inc. In The Amount Of \$36,356.80 And The Truck Body To Truck Utilities, Inc. In The Amount Of \$28,044.00 Plus Applicable Taxes
- 2020-13 Resolution Approving Pay Request Number 1 To George Bougalis & Sons, Co. In The Amount Of \$28,4790.63
- 2020-14 Resolution Receiving Bids And Awarding Contract For Section 24 Trunk Sewer Spur Improvement District No. 448 In The Amount Of \$4,209,784.30
- 2020-19 Resolution Awarding Contract For A 2020 Stanley 310 Tractor Mounted Hydraulic Jack Hammer To McCoy Construction & Forestry In The Amount Of \$18,665.00 Plus Applicable Taxes and Fees
- 2020-22 Resolution Approving Pay Request Number 2 To George Bougalis & Sons, Co. In The Amount Of \$137,796.97
- 2020-24 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A Master Services Agreement For Professional Services With Braun Intertec Corporation And Engineering Partners, Inc.
- 2020-26 Resolution Approving Authorization For Professional Services For Construction Materials Testing Services By Braun Intertec Corporation

e. Water and Sewer Applications Report

7. **COMMUNICATIONS**

- 20-10 Minnesota Department of Health (MDH)
TO: City Council
RE: Sanitary Survey Report for Hermantown Public Water System (PWS), St. Louis County
- 20-11 Minnesota Pollution Control Agency
TO: City of Hermantown
RE: Permit for Construction and Operation of a Disposal System
- 20-19 WLSSD
TO: John Mulder, City Administrator
RE: Western Lake Superior Sanitary District's Wastewater Treatment Plant Report for December, 2019

[20-28](#) WLSSD
TO: City of Hermantown
RE: 2019 Wastewater Treatment Year-End Adjustments

[20-002U](#) Paul Senst, Public Works Director
TO: Utility Commission
RE: Facility Inspections Annual Report

[20-003U](#) Paul Senst, Public Works Director
TO: Utility Commission
RE: Collection System Inflow & Infiltration (I & I) and Fats, Oils and Grease (FOG) Program Report

[20-004U](#) Susan Anderson
TO: Council
RE: Stormwater Penalty Removal Request

[20-005U](#) David Bolf, City Engineer
TO: Utility Commission
RE: Utility Extension Request from Scott Mercier

[20-006U](#) City Council
TO: Utility Commission
RE: Ordinance 2020-02 – Adding New Section 920.05.1A, Certificate of Building Sewer Compliance

[20-007U](#) Janice Shepherd, Utility Billing Clerk
TO: Utility Commission
RE: Bel Air Mobile Manor Request Sewer Discount due Water Break

8. **COMMISSION MEMBERS REPORT**

- a. Jim Samberg –
- b. William Berg –
- c. Robert McLachlan –
- d. Doug Kerfeld -
- e. Eric Albrecht –
- f. Councilor John Geissler -

9. **RECESS**

**CITY OF HERMANTOWN
UTILITY COMMISSION
FEBRUARY 20, 2020
ADDENDUM**

3. **PUBLIC DISCUSSION** *(This is the time for which individuals can address the Commission about any item pertaining to utilities. The time limit is three minutes per person)*

b. Grant Forsyth will be present regarding the Maple Grove Road Sewer Petition on behalf of Peace in Christ Lutheran Church

5. **NEW BUSINESS**

d. Recommendation needed regarding Sewer discount request from Allen Mensinger for January and February using average usage for outside faucet leaking that did not enter the sewer system

(Motion)

7. **COMMUNICATIONS**

20-008U Janice Shepherd, Utility Billing Clerk
TO: Utility Commission
RE: Allen Mensinger Request Sewer Discount for Outside Faucet Leaking

**CITY OF HERMANTOWN
UTILITY COMMISSION MEETING SUMMARY
JANUARY 16, 2020
5:30 P.M.**

ROLL CALL: Jim Samberg, Rob McLachlan, William Berg, Doug Kerfeld; Eric Albrecht, John Mulder, City Administrator; Councilor John Geissler; Paul Senst, Public Works Director and Janice Shepherd, Utility Billing Clerk

ABSENT: Jim Samberg, Eric Albrecht, John Mulder, City Administrator and Councilor John Geissler

VISITORS:

MINUTES

Motion made by Rob McLachlan, seconded by William Berg to approve the minutes of the November 21, 2019 regular meeting. December 19, 2019 meeting was cancelled. Motion carried.

PUBLIC DISCUSSION

OLD BUSINESS

NEW BUSINESS

- a. Jim Samberg accepts another term as a Member of the Utility Commission
- b. Motion made by William Berg, seconded by Rob McLachlan approving Ordinance Amendment to Section 920 by adding a new section 920.05.1.A Certificate of Building Sewer Compliance mandated by WLSSD. Motion carries.

REPORTS

The following reports were read and placed on file:

- a. Budget to Actual Expenditure Report
- b. Water Loss Report
- c. Public Works Utility Maintenance Report
- d. Project and Policy Updates (*No Action Required – Informational*)

City Council adopted the following Resolutions:

2019-201 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A License For Utility To Cross Public Waters From The Minnesota Department Of Natural Resources And The City Of Hermantown For Section 24 Trunk Sewer Spur Improvement District No. 448

- 2019-202 Resolution Approving Change Order No. 1 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449
- 2019-210 Resolution Approving Change Order No. 1 Part 2 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449
- 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 \$132,101.70

e. Water and Sewer Applications

COMMUNICATIONS

The following communications were read and placed on file:

Communication 19-231 from MN Department of Natural Resources regarding City of Hermantown License #UWAT011742 - Legal Description: Covering certain public water in St. Louis County

Communication 19-236 from WLSSD to John Mulder, City Administrator regarding Western Lake Superior Sanitary District's Wastewater Treatment Plant Report for October, 2019

Communication 19-241 from MN Department of Health to Community Water Supply Owner / Operator regarding Sample Analysis Results for your Public Water Supply

Communication 19-244 from WLSSD to John Mulder, City Administrator regarding Western Lake Superior Sanitary District's Wastewater Treatment Plant Report for November, 2019

Communication 20-001U from John Mulder, City Administrator to Utility Commission Ordinance Amendment to Section 920

COMMISSION MEMBERS REPORT

Jim Samberg – Absent

Rob McLachlan – Inquired if there has been any feedback regarding the Arbours Development on Maple Grove Road and LaVaque Road

William Berg – No Report

Doug Kerfeld – Updated the Commission on upcoming MNDOT road projects

Eric Albrecht – Absent

Councilor John Geissler – Absent

RECESS

Motion made by William Berg, seconded by Rob McLachlan to recess the meeting at 6:21pm. Motion carried.

William Berg, Recording Secretary

Tape transcribed by:

Janice Shepherd, Utility Billing Clerk

260 Cable TV Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
456100							
456101	Cable						
	101 Full-Time Employees - Regular	253.80	253.80	4,049.00	4,049.00	3,795.20	6 %
	121 PERA Contributions - Coordinated	20.15	20.15	304.00	304.00	283.85	7 %
	128 Social Security	16.12	16.12	251.00	251.00	234.88	6 %
	129 Medicare	3.77	3.77	59.00	59.00	55.23	6 %
	131 Health Insurance	94.95	94.95	869.00	869.00	774.05	11 %
	133 Life Insurance	0.28	0.28	9.00	9.00	8.72	3 %
	134 Disability Insurance	0.46	0.46	14.00	14.00	13.54	3 %
	136 MSRS	1.07	1.07	16.00	16.00	14.93	7 %
	151 Workers Compensation	0.00	0.00	5.00	5.00	5.00	%
	308 Legal Fees	0.00	0.00	300.00	300.00	300.00	%
	319 Contracted Services	625.00	625.00	7,500.00	7,500.00	6,875.00	8 %
	331 Travel Expense	14.84	14.84	0.00	0.00	-14.84	%
	361 General Liability Insurance	0.00	0.00	58.00	58.00	58.00	%
	404 Equipment Maintenance	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	1,030.44	1,030.44	14,434.00	14,434.00	13,403.56	7 %
	Account Group Total:	1,030.44	1,030.44	14,434.00	14,434.00	13,403.56	7 %
	Fund Total:	1,030.44	1,030.44	14,434.00	14,434.00	13,403.56	7 %

601 Water Enterprise Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
494300 Water Distribution							
494300 Water Distribution							
	101 Full-Time Employees - Regular	-17,245.57	-17,245.57	154,645.00	154,645.00	171,890.57	-11 %
	102 Full-Time Employees - Overtime	1,235.83	1,235.83	9,048.00	9,048.00	7,812.17	14 %
	121 PERA Contributions - Coordinated	525.66	525.66	12,277.00	12,277.00	11,751.34	4 %
	128 Social Security	424.22	424.22	10,149.00	10,149.00	9,724.78	4 %
	129 Medicare	99.20	99.20	2,374.00	2,374.00	2,274.80	4 %
	131 Health Insurance	5,645.32	5,645.32	69,098.00	69,098.00	63,452.68	8 %
	133 Life Insurance	13.94	13.94	223.00	223.00	209.06	6 %
	134 Disability Insurance	14.43	14.43	790.00	790.00	775.57	2 %
	136 MSRS	0.00	0.00	130.00	130.00	130.00	%
	151 Workers Compensation	0.00	0.00	5,593.00	5,593.00	5,593.00	%
	212 Motor Fuels	149.48	149.48	3,000.00	3,000.00	2,850.52	5 %
	216 Uniforms	0.00	0.00	500.00	500.00	500.00	%
	221 General Supplies	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	228 Utility System Maint Supplies	0.00	0.00	4,000.00	4,000.00	4,000.00	%
	315 School & Conference	49.37	49.37	3,500.00	3,500.00	3,450.63	1 %
	331 Travel Expense	0.00	0.00	750.00	750.00	750.00	%
	361 General Liability Insurance	0.00	0.00	7,483.00	7,483.00	7,483.00	%
	382 Water Purchases	0.00	0.00	648,960.00	648,960.00	648,960.00	%
	404 Equipment Maintenance	1,169.97	1,169.97	5,000.00	5,000.00	3,830.03	23 %
	406 Vehicle Maintenance	0.00	0.00	2,500.00	2,500.00	2,500.00	%
	413 Equipment Rental	0.00	0.00	12,500.00	12,500.00	12,500.00	%
	417 Uniform Rental	0.00	0.00	500.00	500.00	500.00	%
	451 Dues & Subscriptions	496.00	496.00	700.00	700.00	204.00	71 %
	470 Booster Pump Repairs	0.00	0.00	825.00	825.00	825.00	%
	471 Water Line Repairs	0.00	0.00	25,000.00	25,000.00	25,000.00	%
	472 Hydrant Repairs	0.00	0.00	29,500.00	29,500.00	29,500.00	%
	499 Miscellaneous	0.00	0.00	100.00	100.00	100.00	%
	540 Office Equip/Furnishings	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	542 Light Equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	%
	544 Motor Vehicles	0.00	0.00	30,000.00	94,400.00	94,400.00	%
	580 Other Equipment	0.00	0.00	300,400.00	300,400.00	300,400.00	%
	Account Total:	-7,422.15	-7,422.15	1,351,545.00	1,415,945.00	1,423,367.15	-1 %
	Account Group Total:	-7,422.15	-7,422.15	1,351,545.00	1,415,945.00	1,423,367.15	-1 %
494400 Water Administration and General							
494400 Water Administration and General							
	101 Full-Time Employees - Regular	-13,430.00	-13,430.00	80,412.00	80,412.00	93,842.00	-17 %
	102 Full-Time Employees - Overtime	32.68	32.68	490.00	490.00	457.32	7 %
	121 PERA Contributions - Coordinated	397.56	397.56	6,070.00	6,070.00	5,672.44	7 %
	128 Social Security	320.25	320.25	5,018.00	5,018.00	4,697.75	6 %
	129 Medicare	74.90	74.90	1,173.00	1,173.00	1,098.10	6 %
	131 Health Insurance	2,237.22	2,237.22	26,487.00	26,487.00	24,249.78	8 %
	132 Health Care Savings Plan/Sick	0.01	0.01	0.00	0.00	-0.01	%
	133 Life Insurance	5.11	5.11	156.00	156.00	150.89	3 %
	134 Disability Insurance	10.14	10.14	352.00	352.00	341.86	3 %
	136 MSRS	14.30	14.30	208.00	208.00	193.70	7 %
	151 Workers Compensation	0.00	0.00	105.00	105.00	105.00	%
	202 Printing Supplies	0.00	0.00	600.00	600.00	600.00	%
	301 Audit/Account Services	150.00	150.00	4,300.00	4,300.00	4,150.00	3 %

601 Water Enterprise Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
	308 Legal Fees	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	314 Computer/Software Fees	750.00	750.00	1,400.00	1,400.00	650.00	54 %
	315 School & Conference	0.00	0.00	150.00	150.00	150.00	%
	319 Contracted Services	7.84	7.84	5,532.00	5,532.00	5,524.16	%
	321 Telephone	223.75	223.75	2,093.00	2,093.00	1,869.25	11 %
	322 Internet	37.38	37.38	110.00	110.00	72.62	34 %
	323 Gopher One Call Locates	45.39	45.39	1,600.00	1,600.00	1,554.61	3 %
	325 Postage	127.20	127.20	3,600.00	3,600.00	3,472.80	4 %
	331 Travel Expense	105.81	105.81	1,400.00	1,400.00	1,294.19	8 %
	351 Legal Notices Publishing	0.00	0.00	420.00	420.00	420.00	%
	361 General Liability Insurance	0.00	0.00	1,400.00	1,400.00	1,400.00	%
	381 Electricity	0.00	0.00	6,900.00	6,900.00	6,900.00	%
	383 Heating Gas	257.11	257.11	3,600.00	3,600.00	3,342.89	7 %
	405 Computer Maintenance	5,520.07	5,520.07	10,222.00	10,222.00	4,701.93	54 %
	420 Depreciation Expenses	0.00	0.00	200,000.00	200,000.00	200,000.00	%
	460 Permits & Licenses	19.26	19.26	0.00	0.00	-19.26	%
	720 Transfer Out	0.00	0.00	69,403.00	69,403.00	69,403.00	%
	Account Total:	-3,094.02	-3,094.02	438,201.00	438,201.00	441,295.02	-1 %
	Account Group Total:	-3,094.02	-3,094.02	438,201.00	438,201.00	441,295.02	-1 %
495000	Transfer Out						
	495000 Transfer Out						
	720 Transfer Out	0.00	0.00	42,000.00	42,000.00	42,000.00	%
	Account Total:	0.00	0.00	42,000.00	42,000.00	42,000.00	%
	Account Group Total:	0.00	0.00	42,000.00	42,000.00	42,000.00	%
	Fund Total:	-10,516.17	-10,516.17	1,831,746.00	1,896,146.00	1,906,662.17	-1 %

602 Sewer Enterprise Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
494500 Sewer Maintenance							
494500	Sewer Maintenance						
	101 Full-Time Employees - Regular	-9,244.45	-9,244.45	114,180.00	114,180.00	123,424.45	-8 %
	102 Full-Time Employees - Overtime	790.80	790.80	6,580.00	6,580.00	5,789.20	12 %
	121 PERA Contributions - Coordinated	386.37	386.37	9,057.00	9,057.00	8,670.63	4 %
	128 Social Security	311.16	311.16	7,487.00	7,487.00	7,175.84	4 %
	129 Medicare	72.76	72.76	1,751.00	1,751.00	1,678.24	4 %
	131 Health Insurance	3,639.52	3,639.52	50,772.00	50,772.00	47,132.48	7 %
	133 Life Insurance	-1.44	-1.44	168.00	168.00	169.44	-1 %
	134 Disability Insurance	10.45	10.45	582.00	582.00	571.55	2 %
	136 MSRS	0.00	0.00	104.00	104.00	104.00	%
	151 Workers Compensation	0.00	0.00	4,194.00	4,194.00	4,194.00	%
	212 Motor Fuels	99.65	99.65	1,500.00	1,500.00	1,400.35	7 %
	216 Uniforms	0.00	0.00	350.00	350.00	350.00	%
	221 General Supplies	1.74	1.74	2,500.00	2,500.00	2,498.26	%
	228 Utility System Maint Supplies	0.00	0.00	2,500.00	2,500.00	2,500.00	%
	229 Lift Station Maintenance	0.00	0.00	18,000.00	18,000.00	18,000.00	%
	305 Engineer Fees	2,404.59	2,404.59	0.00	0.00	-2,404.59	%
	308 Legal Fees	1,102.50	1,102.50	0.00	0.00	-1,102.50	%
	315 School & Conference	49.36	49.36	1,500.00	1,500.00	1,450.64	3 %
	317 Personnel Testing, Physicals,	0.00	0.00	450.00	450.00	450.00	%
	319 Contracted Services	0.00	0.00	23,500.00	23,500.00	23,500.00	%
	331 Travel Expense	0.00	0.00	500.00	500.00	500.00	%
	361 General Liability Insurance	0.00	0.00	3,171.00	3,171.00	3,171.00	%
	385 Sewer Charges	42,028.00	42,028.00	528,586.00	528,586.00	486,558.00	8 %
	403 Road Maintenance	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	404 Equipment Maintenance	1,984.47	1,984.47	5,500.00	5,500.00	3,515.53	36 %
	406 Vehicle Maintenance	3,111.23	3,111.23	2,500.00	2,500.00	-611.23	124 %
	413 Equipment Rental	0.00	0.00	6,500.00	6,500.00	6,500.00	%
	417 Uniform Rental	0.00	0.00	350.00	350.00	350.00	%
	451 Dues & Subscriptions	0.00	0.00	150.00	150.00	150.00	%
	460 Permits & Licenses	0.00	0.00	250.00	250.00	250.00	%
	475 Sewerline Repairs	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	476 Lift Station Repairs Sewer	250.00	250.00	15,000.00	15,000.00	14,750.00	2 %
	477 I & I Maintenance	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	478 Sewer Cleaning	0.00	0.00	45,000.00	45,000.00	45,000.00	%
	499 Miscellaneous	0.00	0.00	500.00	500.00	500.00	%
	510 Land Acquisition	-25.00	-25.00	0.00	0.00	25.00	%
	540 Office Equip/Furnishings	0.00	0.00	750.00	750.00	750.00	%
	580 Other Equipment	0.00	0.00	2,500.00	2,500.00	2,500.00	%
	590 Pumping Plant & Lift Stations	-1,498.93	-1,498.93	40,000.00	40,000.00	41,498.93	-4 %
	Account Total:	45,472.78	45,472.78	931,432.00	931,432.00	885,959.22	5 %
	Account Group Total:	45,472.78	45,472.78	931,432.00	931,432.00	885,959.22	5 %
494900 Sewer Administration and General							
494900	Sewer Administration and General						
	101 Full-Time Employees - Regular	-7,617.35	-7,617.35	70,748.00	70,748.00	78,365.35	-11 %
	102 Full-Time Employees - Overtime	24.52	24.52	490.00	490.00	465.48	5 %
	121 PERA Contributions - Coordinated	306.41	306.41	5,345.00	5,345.00	5,038.59	6 %
	128 Social Security	246.81	246.81	4,418.00	4,418.00	4,171.19	6 %
	129 Medicare	57.73	57.73	1,033.00	1,033.00	975.27	6 %

602 Sewer Enterprise Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
131	Health Insurance	1,588.47	1,588.47	24,625.00	24,625.00	23,036.53	6 %
132	Health Care Savings Plan/Sick	0.01	0.01	0.00	0.00	-0.01	%
133	Life Insurance	4.21	4.21	140.00	140.00	135.79	3 %
134	Disability Insurance	7.71	7.71	320.00	320.00	312.29	2 %
136	MSRS	12.51	12.51	182.00	182.00	169.49	7 %
151	Workers Compensation	0.00	0.00	92.00	92.00	92.00	%
202	Printing Supplies	0.00	0.00	400.00	400.00	400.00	%
301	Audit/Account Services	150.00	150.00	4,300.00	4,300.00	4,150.00	3 %
305	Engineer Fees	0.00	0.00	2,000.00	2,000.00	2,000.00	%
308	Legal Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	%
314	Computer/Software Fees	750.00	750.00	1,400.00	1,400.00	650.00	54 %
315	School & Conference	0.00	0.00	50.00	50.00	50.00	%
319	Contracted Services	11.76	11.76	5,549.00	5,549.00	5,537.24	%
321	Telephone	207.43	207.43	1,740.00	1,740.00	1,532.57	12 %
322	Internet	56.07	56.07	165.00	165.00	108.93	34 %
323	Gopher One Call Locates	30.26	30.26	1,000.00	1,000.00	969.74	3 %
325	Postage	84.80	84.80	2,600.00	2,600.00	2,515.20	3 %
331	Travel Expense	54.05	54.05	881.00	881.00	826.95	6 %
361	General Liability Insurance	0.00	0.00	1,360.00	1,360.00	1,360.00	%
381	Electricity	0.00	0.00	8,000.00	8,000.00	8,000.00	%
383	Heating Gas	160.69	160.69	2,400.00	2,400.00	2,239.31	7 %
405	Computer Maintenance	5,520.07	5,520.07	10,222.00	10,222.00	4,701.93	54 %
420	Depreciation Expenses	0.00	0.00	511,747.00	511,747.00	511,747.00	%
460	Permits & Licenses	38.49	38.49	0.00	0.00	-38.49	%
720	Transfer Out	0.00	0.00	56,853.00	56,853.00	56,853.00	%
	Account Total:	1,694.65	1,694.65	719,060.00	719,060.00	717,365.35	%
	Account Group Total:	1,694.65	1,694.65	719,060.00	719,060.00	717,365.35	%
495000	Transfer Out						
495000	Transfer Out						
	720 Transfer Out	0.00	0.00	197,200.00	197,200.00	197,200.00	%
	Account Total:	0.00	0.00	197,200.00	197,200.00	197,200.00	%
	Account Group Total:	0.00	0.00	197,200.00	197,200.00	197,200.00	%
	Fund Total:	47,167.43	47,167.43	1,847,692.00	1,847,692.00	1,800,524.57	3 %

603 Storm Water Enterprise Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (8) Committed
441100	Storm Water						
441100	Storm Water						
	101 Full-Time Employees - Regular	-14,460.66	-14,460.66	61,592.00	61,592.00	76,052.66	-23 %
	102 Full-Time Employees - Overtime	469.56	469.56	2,057.00	2,057.00	1,587.44	23 %
	121 PERA Contributions - Coordinated	480.66	480.66	4,774.00	4,774.00	4,293.34	10 %
	128 Social Security	387.90	387.90	3,946.00	3,946.00	3,558.10	10 %
	129 Medicare	90.75	90.75	923.00	923.00	832.25	10 %
	131 Health Insurance	3,697.58	3,697.58	22,068.00	22,068.00	18,370.42	17 %
	133 Life Insurance	0.46	0.46	112.00	112.00	111.54	%
	134 Disability Insurance	14.21	14.21	288.00	288.00	273.79	5 %
	136 MSRS	10.72	10.72	130.00	130.00	119.28	8 %
	151 Workers Compensation	0.00	0.00	618.00	618.00	618.00	%
	305 Engineer Fees	0.00	0.00	6,000.00	6,000.00	6,000.00	%
	308 Legal Fees	149.50	149.50	1,000.00	1,000.00	850.50	15 %
	310 Recording/Filing Fees	0.00	0.00	500.00	500.00	500.00	%
	314 Computer/Software Fees	750.00	750.00	0.00	0.00	-750.00	%
	319 Contracted Services	0.00	0.00	30,000.00	30,000.00	30,000.00	%
	325 Postage	0.00	0.00	500.00	500.00	500.00	%
	331 Travel Expense	49.45	49.45	300.00	300.00	250.55	16 %
	403 Road Maintenance	0.00	0.00	11,000.00	11,000.00	11,000.00	%
	405 Computer Maintenance	1,716.00	1,716.00	3,000.00	3,000.00	1,284.00	57 %
	413 Equipment Rental	0.00	0.00	10,000.00	10,000.00	10,000.00	%
	451 Dues & Subscriptions	1,100.00	1,100.00	2,000.00	2,000.00	900.00	55 %
	530 Improvements Other Than Bldgs	0.00	0.00	246,976.00	246,976.00	246,976.00	%
	Account Total:	-5,543.87	-5,543.87	407,784.00	407,784.00	413,327.87	-1 %
	Account Group Total:	-5,543.87	-5,543.87	407,784.00	407,784.00	413,327.87	-1 %
	Fund Total:	-5,543.87	-5,543.87	407,784.00	407,784.00	413,327.87	-1 %
	Grand Total:	32,137.83	32,137.83	4,101,656.00	4,166,056.00	4,133,918.17	1 %

City of Hermantown - 2020 Water Loss Report

	Duluth Reading Date	Duluth Billed	Hermantown Reading Date	Hermantown BM Billed	Cycle Days Diff	Usage Diff	Hermantown Equiv Billed	Difference		Water Main Breaks	Other	City Usage	Total accounted	Total Unaccounted
Jan	1/2/2020	11,681,516	1/3/2020	12,494,730	1	416,491	12,078,239	(396,723)	-3.4%	-	84,400	16,760	101,160	(497,883)
Feb	2/1/2020		2/4/2020											
Mar	3/1/2020		3/5/2020											
Apr	4/1/2020		4/4/2020											
May	5/1/2020		5/6/2020											
Jun	6/3/2020		6/5/2020											
Jul	7/1/2020		7/3/2020											
Aug	8/1/2020		8/5/2020											
Sep	9/3/2020		9/6/2020											
Oct	10/1/2020		10/4/2020											
Nov	11/1/2020		11/4/2020											
Dec	12/2/2020		12/4/2020											
		11,681,516		12,494,730		416,491	12,078,239	(396,723)	-3.4%	-	84,400	16,760	101,160	(497,883)
Percent of Total									-3.40%	0.00%	0.72%	0.14%	0.87%	-4.26%
Percent of Water lost										0%	-21%	-4%	-25%	125%

Water Rates: (Per 1,000 Gallons)

	TIERS	RATES 2020	USAGE BREAKS
Residential	Tier 1	\$7.84	Up to 2,500 Gallons
	Tier 2	\$9.02	Between 2,501 - 4,500 Gallons
	Tier 3	\$9.92	Over 4,501 Gallons
Multi-Family	Tier 1	\$9.02	All Usage
Commercial	Tier 1	\$8.11	Up to 20,000 Gallons
	Tier 2	\$8.53	Between 20,001 - 50,000 Gallons
	Tier 3	\$9.37	Over 50,001 Gallons
Irrigation	Tier 1	\$9.92	All Usage

Attachments:

- Comfort Systems Water Bill
- Documented Water Loss
- Booster Station Monthly Water Flow Report
- City Usage Report



Comfort Systems

Serving the City of Duluth

Account No. 230516840-001 Service Address 4335 HAINES RD Billing Date 01/09/2020

Meter Readings

Meter No	Read Dates	Days	Previous	Current	Rate	Usage	Unit of Measure
B19221894	12/02/2019-01/02/2020	30	304343	319960	3.310	15617	CCFW

51 OUTSIDE CITY HERMANTOWN USER CHG

Service Period	12/03/2019 - 01/02/2020
Previous Balance	\$91,856.12
Penalties	\$0.00
Adjustments	\$616.58 CR
Payments Received	\$91,239.54 CR
Balance at Billing	\$0.00
Current Billing	\$0.00

SERVICE TO 1/02/20

\$51,823.84 / 15,617 = \$3.32 Per Unit
 15,617 x 7.48 = 11,681,516 Gallons
 \$51,823.84 / 11,681,516 = \$4.44 Per 1,000 Gallons

Charge Code	Amount
WATER FIXED CHG	131.57
WATER	51692.27

Effective January 1, 2020 we will no longer be charging a Street Light Fee

Current Charges	\$51,823.84
Balance Due	\$51,823.84
Due Date	01/30/2020
Amount Due	\$51,823.84

Account No.	230516840-001	Due Date	01/30/2020	Amount Due	\$51,823.84	Amount Paid	
Service Address	4335 HAINES RD DULUTH MN 55811						
Mailing Address							

Please include this stub with your payment

CITY OF HERMANTOWN
 5105 MAPLE GROVE RD
 HERMANTOWN MN 558110

000081

CITY OF DULUTH COMFORT SYSTEMS
 PO BOX 860643
 MINNEAPOLIS, MN 55486-0643



230516840001 0005162364 00

City of Hermantown - 2020 Documented Water Loss

Bill Period	Date	Location/Name	Notes	Water Main Breaks	Individual Users Exemption:	Leaks & Misc Breaks	Billed Hydrant Water	Truck Fill Station	Maint.	City Usage
Jan 12/04 - 1/03	12/4/2019 12/13/2019 12/22/2019	Millwork Fire, 5191 Miller Trunk Hwy	City Usage Truck Fill		80,000			4,400		16,760
Feb 1/03 - 2/03	1/3/2020 1/13/2020 1/31/2020	3529 Haines Rd Watermain Break	City Usage Truck Fill	40,000				9,300		22,120
Mar 2/03 - 3/05	2/4/2020 2/11/2020		City Usage Truck Fill					4,800		16,610
Apr 3/05 - 4/04	3/xx/2020 3/xx/20		City Usage Truck Fill							
May 4/04 - 5/06			City Usage Truck Fill							
June 5/06 - 6/05			City Usage Truck Fill							
July 6/05 - 7/03			City Usage Truck Fill							
Aug 7/03 - 8/05			City Usage Truck Fill							
Sept 8/05 - 9/06			City Usage Truck Fill							
Oct 9/06 - 10/04			Truck Fill City Usage							
Nov 10/04 - 11/04			City Usage Truck Fill							
Dec 11/04 - 12/04			City Usage Truck Fill							
				40,000				18,500		55,490

Grand Total

40,000

18,500

55,490

113,990

Hermantown MN Report

January 2020	Booster Station Pump 1 Runtime	Booster Station Pump 1 Starts	Booster Station Pump 2 Runtime	Booster Station Pump 2 Starts	Booster Station Flow Total (MG)
1	0.0	0	0.0	0	0.402
2	0.0	0	0.0	0	0.398
3	0.0	0	0.0	0	0.368
4	0.0	0	0.0	0	0.390
5	0.0	0	0.0	0	0.435
6	0.0	0	0.0	0	0.392
7	0.0	0	0.0	0	0.417
8	0.0	0	0.0	0	0.338
9	0.0	0	0.0	0	0.407
10	0.0	0	0.0	0	0.309
11	0.0	0	0.0	0	0.348
12	0.0	0	0.0	0	0.394
13	0.0	0	0.0	0	0.434
14	0.0	0	0.0	0	0.355
15	0.0	0	0.0	0	0.386
16	0.0	0	0.0	0	0.346
17	0.0	0	0.0	0	0.351
18	0.0	0	0.0	0	0.295
19	0.0	0	0.0	0	0.352
20	0.0	0	0.0	0	0.411
21	0.0	0	0.0	0	0.422
22	0.0	0	0.0	0	0.371
23	0.0	0	0.0	0	0.408
24	0.0	0	0.0	0	0.345
25	0.0	0	0.0	0	0.255
26	0.0	0	0.0	0	0.414
27	0.0	0	0.0	0	0.435
28	0.0	0	0.0	0	0.342
29	0.0	0	0.0	0	0.344
30	0.0	0	0.0	0	0.454
31	0.0	0	0.0	0	0.312
Total	0.0	0	0.0	0	11.630
Minimum	0.0	0	0.0	0	0.255
Maximum	0.0	0	0.0	0	0.454
Average	0.0	0	0.0	0	0.375

FINAL BILL STATUS ALL

Page 1

Account	Route - Meter	Customer Name	[USAGE IN ACTUAL GALLONS]				
			Reading	Date	Reading	Date	
			-----[Current]-----		-----[Previous]-----		
0724-02	14-0724	CITY OF HERMANTOWN	7336000	05/04/2018	7336000	05/04/2018	0
2030-00	14-2030	ROSE ROAD ATHLETIC P	16400	02/04/2019	16400	02/04/2019	0
2040-00	14-2040	FICHTNER FIELD MIDDLE	85100	12/04/2019	85100	11/04/2019	0
2041-00	14-2041	FICHTNER FIELD CORNE	294800	12/04/2019	294800	11/04/2019	0
2042-00	14-2042	OLD CITY HALL	2369500	12/10/2019	2368800	11/06/2019	700
2043-00	14-2043	OLD PUBLIC WORKS	303780	12/10/2019	303660	11/06/2019	120
2044-00	14-2044	FIRE HALL #1	2191500	12/10/2019	2188800	11/06/2019	2700
2045-00	14-2045	PUBLIC SAFETY BLDG (1612800	12/06/2019	1608200	11/06/2019	4600
2046-00	14-2046	CITY ADMINISTRATIVE	261460	12/10/2019	258220	11/06/2019	3240
2047-00	14-2047	PUBLIC WORKS BLDG	1495000	12/04/2019	1490000	11/04/2019	5000
2048-00	24-2048	FIRE HALL #2	7600	12/04/2019	7200	11/04/2019	400

Total Monthly Usage: 16760

Total Number of Accounts: 11

**Public Works
Utility Maintenance Report**

Meeting Date:	2/20/2020
----------------------	-----------

Reporting Period:	From:	1/1/2020	To:	1/31/2020
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1. Water Utility

- a. Looking at water meter radio switch coming in 2021
- b. Purchased other handheld unit for meter reading
 - i. New version to read new meters
- c. Watermain break on Haines Rd near Anderson Rd.
- d. 2021 Hydrant replacement on Morris Thomas Rd in conjunction w/ SLC Morris Thomas rebuild
 - i. Replace approx. 14 valves and Hydrants
 - ii. These are some of the oldest in City and are approx.. 60yrs old. Want to replace before there is an issue in a NEW road

2. Sewer

- a. Major trouble @ Oak Ridge LS- believe it is Group/TBI home
 - i. Need to educate and then fine if no improvement after education.
- b. WLSSD Annual I&I/FOG report due in Early Feb.
 - i. A copy is included
- c. Sewer service truck is Ordered from Ford & Truck Utilities
 - i. Hopeful June/July delivery
- d. Continue weekly monitoring/checking of a few lift stations to alleviate call ins
 - i. Rebecca
 - ii. Oakridge
 - iii. Radar Rd

3. Stormwater

- a. Watching ditches and culverts w/ amount of heavy wet snow and ground saturation

4. Looking Ahead

- a. Replacement of Centerline culvert on Radar Rd-2020 work
- b. Hydrant fix on Foster's- 2020 work
- c. Fix storm manhole @ Arrowhead and 53 by North Shore Bank- 2020 Work
- d. Credit Card machine for water fill station ordered parts have arrived.
 - i. Hoping to install as soon as we can
 - ii. We re installing ourselves to save the City +/- \$1900

Office of City Clerk

Hermantown, MN

BONNIE ENGSETH, City Clerk

RESOLUTION NO. 2020-12

RESOLUTION AWARDING CONTRACT FOR 2020 FORD F350 CHASSIS TO BOYER FORD TRUCKS, INC. IN THE AMOUNT OF \$36,356.80 AND THE TRUCK BODY TO TRUCK UTILITIES, INC. IN THE AMOUNT OF \$28,044.00 PLUS APPLICABLE TAXES

Motion made by Councilor Schmidt, seconded by Councilor Peterson to adopt Resolution 2020-12, Resolution Awarding Contract For 2020 Ford F350 Chassis To Boyer Ford Trucks, Inc. In The Amount Of \$36,356.80 And The Truck Body To Truck Utilities, Inc. In The Amount Of \$28,044.00 Plus Applicable Taxes. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

I, Bonnie Engseth, City Clerk of the City of Hermantown, Minnesota, do hereby certify that I have compared the annexed copy of Resolution passed by the City Council of the City of Hermantown on the 21st day of January 2020, with the original in my custody as City Clerk of said City, and that the same is a true and correct transcript therefrom.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 22nd day of January 2020.

BONNIE ENGSETH, CITY CLERK

By Bonnie Engseth

City of Hermantown, MN

Resolution No. 2020-12

RESOLUTION AWARDED CONTRACT FOR 2020 FORD F350 CHASSIS TO BOYER FORD TRUCKS, INC. IN THE AMOUNT OF \$36,356.80 AND THE TRUCK BODY TO TRUCK UTILITIES, INC. IN THE AMOUNT OF \$28,044.00 PLUS APPLICABLE TAXES AND FEES

WHEREAS, the City of Hermantown purchased a 2020 Ford F350 Chassis; and

WHEREAS, as part of the purchase of the 2020 Ford F350 Chassis the upfit of the truck body is needed; and

WHEREAS, the chassis and truck body desired by the City is available on the "State Contract;" and

WHEREAS, the chassis will be purchased from Boyer Ford Trucks, Inc. and the truck body will be purchased from Truck Utilities, 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 chassis to Boyer Ford Trucks, Inc. and the truck body to Truck Utilities, Inc.

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

1. Boyer Ford Trucks, Inc. is hereby determined to be able to provide the chassis to the City pursuant to the State Contract.
2. Truck Utilities, Inc. is hereby determined to be able to provide the truck body to the City pursuant to the State Contract.
3. The price of \$36,356.80 plus applicable taxes and fees for the chassis and the price of \$28,044.00 for the truck body in accordance with the State Contract is hereby accepted.
4. Per the CIP the funds for the payment of the chassis and truck body will be paid from Fund No. 601 and expensed to 601-494300-544.

Councilor Schmidt introduced the foregoing resolution and moved its adoption.

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

Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted January 21, 2020.

BOYER TRUCKS

2425 Broadway St NE Minneapolis, MN 55413 (612) 378-6000

Quote

Name: MN State	Date: January 6, 2020
Address: 112 Administrative Building	Expected Delivery: 10 to 12 Weeks
City: St. Paul State MN ZIP 55155	Order Cut-Off Date: June 1, 2019
Phone: 651-296-2600	Rep: JT
	Contract #: 2000010131

Order Code	Description	Price
X3F	2020 F350 4x4 Super Cab SRW cab chassis 60" ca	\$33,870.80
Color:	Z1, Oxford White	
Trim:	3S, Med Earth Gray Cloth 40/20/40	
Equip Group:	633A	
Engine:	996, 6.2L V8	
Transmission:	44G, Elec 10-Spd Auto	
X4M	4.30 Electronic Locking Axle	\$355.00
TDX	LT275/70R18E BSW A/T Tires	\$241.00
41H	Block Heater	\$91.00
86M	Dual 78AH Battery	\$191.00
67E	240 Amp Alternator	\$78.00
18B	Platform Running Boards	\$405.00
94P	Pre-Collision Assist	\$104.00
872	Rear View Camera Prep	\$377.00
595	Fog Lamps	\$118.00
43B	Rear Window Defrost	\$55.00
166	Carpet Delete	-\$46.00
87H	Black Molded Hood Deflector	\$118.00
76C	Backup Alarm	\$127.00
61L	Front Wheel Well Liners	\$163.00
61S	Front Molded Splash Guards	\$68.00
942	Daytime Running Lamps	\$41.00

Total: \$36,356.80



Prepared by: Joshua Tenney
01/06/2020

Boyer Ford Trucks, Inc. | 2425 Broadway Street NE Minneapolis, Minnesota |
554131730

2020 F-350 Chassis 4x4 SD Super Cab 168" WB SRW XLT (X3F)

Price Level: 25 | Quote ID: 20X3F.XLT

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$44,235.00
Options & Colors		\$2,735.00
Upfitting		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$48,565.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
GPC	Gov't Price Concessions	-\$7,000.00
12	Boyer Trucks Customer Discount	-\$5,208.20
Total		\$36,356.80

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

TRUCK UTILITIES

INC

2770 5th Avenue South
Fargo, ND 58103

2370 English Street
St Paul, MN 55109

5320 Kansas Avenue
Kansas City, KS 66106

Paul Senst
City of Hermantown
4971 Lightning Drive
Hermantown, MN 55811

Quote#: 68238944
218-391-0065
psent@heermantownmn.com

December 13 2019

IN RESPONSE TO YOUR REQUEST WE ARE PLEASED TO OFFER THE FOLLOWING:

Aluminum service body to be mounted on a Ford F350 4x4, SRW, 60"CA

- Knapheide A6110 aluminum service body, 109" long, 81" wide, 49" cargo floor width
Installed \$17,798.00
LED exterior light package including strobe lights integrated in rear tail lights
Exterior painted white
Aluminum modular cab guard, painted white
Rear bumper with pintle recess, knaplined
Bumper vise socket welded vertically into right side of bumper for removable vise bracket
Aluminum e-trac on right side cargo wall, two rows evenly spaced vertically
Compartment configuration
- L1V - (1) C-Tech drawer set, w/ liners, red fronts, 1-7", 1-5", 5-3", Included
Top two 3" drawers have front to back dividers, remaining drawers are open
- LH - (1) adj shelf with dividers Included
- LRV - (1) adj shelf with dividers Included
- R1V - (2) adj shelves with dividers Included
- RH - (1) adj shelf with dividers Included
- RRV - (6) adj locking swivel hooks, 2-2-2 configuration Included
- Receiver style vise mount, to use vise at side and rear of body \$240.00
- LED compartment lights, one strip per compartment \$600.00
- Aluminum goal post style ladder rack with (4) 4" pvc tubes incorporated in rack. \$1,500.00
20" ID for ladder at top (must clear cab roof), PVC tubes mounted on angle with rubber caps
at both ends. Front of tubes flush with front of body. Rack mounted on top of left side pack.
Rack includes grab handle to access cargo area
- (10) 2" PVC tubes mounted vertically on left cargo wall using conduit track and clamps, \$875.00
hold bottom of tube off floor for cleanout
- Receiver style hitch \$510.00
- RV style trailer socket \$130.00
- Heavy duty aluminum folding step mounted on rear of bumper, left side. Mount for access to cargo area \$100.00
- LED grill strobes \$625.00
- Wire circuit for LED rear tail light strobes \$345.00
- Whelen R2LPHPA LED amber strobe bar mounted on center of cab guard \$875.00
- Dimensions 1200w pure sine wave inverter \$2,254.00
Do not mount inverter, run circuits to back of cab with addition length. Customer is installing
shelf unit in cab and will mount inverter in cab when shelves have been mounted. Leave 3' of wire for
customer to place inverter.
- (2) 110v duplex boxes, one mounted at rear of right side pack, one whip in cab \$470.00
- Go Light, remote controlled work light mounted on right side of cab guard \$822.00



WWW.TRUCKUTILITIES.COM



TRUCK UTILITIES INC

2770 5th Avenue South
Fargo, ND 58103

2370 English Street
St Paul, MN 55109

5320 Kansas Avenue
Kansas City, KS 66106

Paul Senst
City of Hermantown
4971 Lightning Drive
Hermantown, MN 55811

Quote#: 68238944

December 13 2019

218-391-0065
psenst@heermantownmn.com

- RAM computer stand mounted in cab

\$900.00

Total Price of Build \$28,044.00

Pricing does not include sales tax, Please contact me if you have any questions,



Paul Warner

651-252-9530 | 1-800-869-1075 x274

paulw@truckutilities.com

I WISH TO SUBMIT MY ORDER ABOVE _____ TODAY'S DATE:

PLEASE PRINT NAME AND TITLE _____ PO #:



WWW.TRUCKUTILITIES.COM



Office of City Clerk

Hermantown, MN

BONNIE ENGSETH, City Clerk

RESOLUTION NO. 2020-13

RESOLUTION APPROVING PAY REQUEST NUMBER 1 TO GEORGE BOUGALIS & SONS, CO. IN THE AMOUNT OF \$28,479.63

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-13, Resolution Approving Pay Request Number 1 To George Bougalis & Sons, Co. In The Amount Of \$28,479.63. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

I, Bonnie Engseth, City Clerk of the City of Hermantown, Minnesota, do hereby certify that I have compared the annexed copy of Resolution passed by the City Council of the City of Hermantown on the 21st day of January 2020, with the original in my custody as City Clerk of said City, and that the same is a true and correct transcript therefrom.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 22nd day of January 2020.

BONNIE ENGSETH, CITY CLERK

By Bonnie Engseth

City of Hermantown, MN

Resolution No. 2020-13

**RESOLUTION APPROVING PAY REQUEST NUMBER 1 TO
GEORGE BOUGALIS & SONS, CO. IN THE AMOUNT OF \$28,479.63**

WHEREAS, the City of Hermantown has contracted with George Bougalis & Sons, Co. for Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449 ("Project"); and

WHEREAS, George Bougalis & Sons, Co. has performed a portion of the agreed upon work in said Project; and

WHEREAS, George Bougalis & Sons, Co. has submitted Pay Request No. 1 in the amount of \$28,479.63; and

WHEREAS, TKDA has approved such Pay Request No. 1 provided that \$1,498.93 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

1. Pay Request No. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to George Bougalis & Sons, Co. the sum of \$28,479.63 charged to 602-494500.

Councilor Geissler introduced the foregoing resolution and moved its adoption.

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

Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution has been duly passed and adopted January 21, 2020.



11 East Superior Street, Suite 420
Duluth, MN 55802
218.724.8578
tkda.com

January 14, 2020

Mr. David Bolf, PE
Hermantown City Engineer
Northland Consulting Engineers
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

RE: Ugstad Road Lift Station 3—Pay Application 1
TKDA Project No. 17467.000

David,

As discussed at our onsite meeting on January 7, the Contractor for the above-referenced project has submitted Pay Application 1 for this project and has requested approval by City Council at its January 21, 2020 meeting.

I recommend that the City approve payment to George Bougalis and Sons Co. in the amount of **\$28,479.63** as shown in Pay Application 1.

Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Goetzman'.

Jeff Goetzman, PE
Project Manager

cc: John Mulder, City Administrator




Contractor's Application for Payment No. 1

Application Period: 12/1/2019 to 12/31/2019		Application Date: 1/14/2020
To (Owner): City of Hermantown	From (Contractor): George Bougalis & Sons Co.	Via (Engineer): TKDA
Project: Ugstad Road Lift Station #3 Replacement	Contract: Ugstad Road Lift Station #3 Replacement	
Owner's Contract No.: Hermantown Sanitary Sewer Improvement District #449	Contractor's Project No.: 3225	Engineer's Project No.:

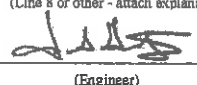
**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1	\$6,123.00		1. ORIGINAL CONTRACT PRICE.....	\$ 241,690.00
			2. Net change by Change Orders.....	\$ 6,123.00
			3. Current Contract Price (Line 1 ± 2).....	\$ 247,813.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 229,978.56
			5. RETAINAGE:	
			a. 5% X \$29,978.56 Work Completed.....	\$ 1,498.93
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 1,498.93
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 228,479.63
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 228,479.63
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 217,834.44
TOTALS	\$6,123.00			
NET CHANGE BY CHANGE ORDERS	\$6,123.00			


Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 
By: _____ Date: 1/14/2020

Payment of: \$ 228,479.63
(Line 8 or other - attach explanation of the other amount)

is recommended by:  1/14/2020
(Engineer) (Date)

Payment of: \$ 228,479.63
(Line 8 or other - attach explanation of the other amount)

is approved by:  1/15/20
David Boif - Hermantown City Engineer (Date)

Approved by: _____
Funding or Financing Entity (If applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Usgsted Road Lift Station #3 Replacement							Application Number: 1				
Application Period: 12/1/2019 to 12/31/2019							Application Date: 1/14/2020				
A				B	C	D	E	F			
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	MOBILIZATION	1	LS	\$31,200.00	\$31,200.00	0.5	\$15,600.00		\$15,600.00	50.0%	\$15,600.00
2	CLEARING & GRUBBING	1	LS	\$405.00	\$405.00				\$405.00		\$405.00
3	REMOVE LIFT STATION	1	LS	\$3,250.00	\$3,250.00						\$3,250.00
4	GEOTEXTILE FABRIC TYPE 5	160	SY	\$3.00	\$480.00				\$480.00		\$480.00
5	EXCAVATION - COMMON (P)	10	CY	\$17.00	\$170.00				\$170.00		\$170.00
6	SELECT GRANULAR EMBANKMENT, MOD 7% (CV)	100	CY	\$21.00	\$2,100.00				\$2,100.00		\$2,100.00
7	WOOD CHIPS	1	LS	\$2,000.00	\$2,000.00				\$2,000.00		\$2,000.00
8	AGGREGATE BASE (CV), CLASS 5	35	CY	\$45.00	\$1,575.00				\$1,575.00		\$1,575.00
9	8" PVC PIPE SEWER	10	LF	\$50.00	\$500.00				\$500.00		\$500.00
10	CONNECT TO EXISTING SANITARY SEWER	1	EA	\$1,200.00	\$1,200.00				\$1,200.00		\$1,200.00
11	CONNECT TO EXISTING FORCE MAIN	1	EA	\$1,200.00	\$1,200.00				\$1,200.00		\$1,200.00
12	40" HDPE FORCEMAIN	18	LF	\$35.00	\$630.00				\$630.00		\$630.00
13	LIFT STATION COMPLETE	1	LS	\$188,000.00	\$188,000.00			\$6,755.56	\$6,755.56	3.6%	\$181,244.44
14	SANITARY MANHOLE	9	LF	\$370.00	\$3,330.00				\$3,330.00		\$3,330.00
15	CASTING ASSEMBLY	1	EA	\$1,500.00	\$1,500.00				\$1,500.00		\$1,500.00
16	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	0.5	\$1,500.00		\$1,500.00	50.0%	\$1,500.00
17	EROSION CONTROL	1	LS	\$600.00	\$600.00				\$600.00		\$600.00
18	TURF ESTABLISHMENT	1	LS	\$550.00	\$550.00				\$550.00		\$550.00
Change Orders											
	CO #1 - Paper Upgrades & Time Extension	1	LS	\$6,123.00	\$6,123.00	1	\$6,123.00		\$6,123.00	100.0%	
Totals					\$247,813.00		\$23,223.00	\$6,755.56	\$29,978.56	12.1%	\$217,834.44



George Bougalis & Sons Co.
3402 15th Ave. E.
Hibbing MN 55746-3508

Invoice: ST00017868
Invoice Date: 12/4/2019
Due Date: 1/4/2020
Forterra Order #: 6319248PM1
Customer PO #:
Customer #: 108735
Delivery Order #: DS0000459758

Ship To: Hermantown, MN - Ugstad Road Lift Station No.3

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
LS-Valve								
60x7.0 BBL FT P2	DS0000459758	1.00	7.00	289.00	2,023.00	12%	254.32	1,780.24
60x5.0 MonoExt P2	DS0000459758	1.00	0.00	2,232.50	2,232.50	12%	1,964.60	1,964.60
60x12 Cvr Tp2 Cast Ecc	DS0000459758	1.00	0.00	2,289.00	2,289.00	12%	2,014.32	2,014.32
Gasket P2 60 inch	DS0000459758	1.00	0.00	0.00	0.00	12%	0.00	0.00
MH Connector NPC S106-8MWS (OD 1.5-4.8)	DS0000459758	5.00	0.00	121.00	605.00	12%	106.48	532.40

Invoices are due Net 30 Days	Retail Subtotal	7,149.50
Past Due Amounts are subject to 1 1/2% Finance Charge per month	Discount	857.94
Please make sure your account balance is brought current and in good standing.	Net Price	6,291.56
Product returns of standard items must be made within a 6 month period.	Freight Charge	0.00
Please contact me with any questions or should you need anything	Misc Charges	0.00
John Sharp... John.Sharp@forterrabp.com or 763-694-3252	Prepaid Amount	0.00
	MN State Sales Tax	6.875 % 432.54
	St. Louis MN County Sales Tax	0.500 % 31.46
	Net Total	\$6,755.56
	Due Date	1/4/2020

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: **Forterra Pipe & Precast**
P O Box 74008199
Chicago, IL 60674-8199

George Bougalis & Sons
Co.

Customer #: 108735
Invoice: ST00017868
Invoice Date: 12/4/2019
Due Date: 1/4/2020

Amount Due: \$6,755.56

Amount Enclosed:

Resolution No. 2020-14

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR
SECTION 24 TRUNK SEWER SPUR IMPROVEMENT DISTRICT NO. 448
IN THE AMOUNT OF \$4,209,784.30**

WHEREAS, the City of Hermantown duly advertised for bids for Section 24 Trunk Sewer Spur Improvement District No. 448 Maple Grove Road within the City of Hermantown; and

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

WHEREAS, bids on such project were publicly opened and tabulated by the Consulting Engineer and City Clerk on October 24, 2019; and

WHEREAS, a transcript of such bids is attached hereto as Exhibit A; and

WHEREAS, the Consulting Engineer reviewed the bid of the lowest bidder to confirm its accuracy; and

WHEREAS, the Consulting Engineer reviewed the bid of the lowest bidder and found it to be technically responsive to the specifications and also investigated the experience, past record of performance and capacity of the low bidder to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Utility Systems of America, Inc. ("Contractor") be awarded the contract for Section 24 Trunk Sewer Spur Improvement District No. 448; and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the contract for such improvement to Contractor.

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for Section 24 Trunk Sewer Spur Improvement District No. 448.
2. The bid of Contractor is in the amount of \$4,209,784.30 for Section 24 Trunk Sewer Spur Improvement District No. 448 for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.
4. Upon execution of such contract by Contractor and its submission of a performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.
5. The City Clerk is hereby authorized and directed to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the

Office of City Clerk

Hermantown, MN

BONNIE ENGSETH, City Clerk

RESOLUTION NO. 2020-19

RESOLUTION AWARDING CONTRACT FOR A 2020 STANLEY 310 TRACTOR MOUNTED HYDRAULIC JACK HAMMER TO MCCOY CONSTRUCTION & FORESTRY IN THE AMOUNT OF \$18,665.00 PLUS APPLICABLE TAXES AND FEES

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-19, Resolution Awarding Contract For A 2020 Stanley 310 Tractor Mounted Hydraulic Jack Hammer To McCoy Construction & Forestry In The Amount Of \$18,665.00 Plus Applicable Taxes And Fees. Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

I, Bonnie Engseth, City Clerk of the City of Hermantown, Minnesota, do hereby certify that I have compared the annexed copy of Resolution passed by the City Council of the City of Hermantown on the 3rd day of February 2020, with the original in my custody as City Clerk of said City, and that the same is a true and correct transcript therefrom.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 4th day of February 2020.

BONNIE ENGSETH, CITY CLERK

By Bonnie Engseth

City of Hermantown, MN

Resolution No. 2020-19

**RESOLUTION AWARDING CONTRACT FOR A 2020 STANLEY 310 TRACTOR MOUNTED
HYDRAULIC JACK HAMMER TO MCCOY CONSTRUCTION & FORESTRY IN THE
AMOUNT OF \$18,665.00 PLUS APPLICABLE TAXES AND FEES**

WHEREAS, the City of Hermantown has included a Hydraulic Jack Hammer in the 2020 Capital Improvement Plan and Budget; and

WHEREAS, the Hydraulic Jack Hammer will be purchased from McCoy Construction & Forestry; 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 Hydraulic Jack Hammer to McCoy Construction & Forestry.

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

1. McCoy Construction & Forestry is hereby determined to be able to provide the Hydraulic Jack Hammer to the City.
2. The price of \$18,665.00 plus applicable taxes and fees for the Hydraulic Jack Hammer is hereby accepted.
3. Per the CIP the funds for the payment of the Hydraulic Jack Hammer will be paid from Fund No. 601-494300-580.

Councilor Geissler introduced the foregoing resolution and moved its adoption.

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

Councilors Geissler, Nelson, Schmidt, Mayor Boucher, aye. Councilor Peterson, absent.,

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted February 3, 2020.

1/29/20

City of Hermantown
Public Works
Attn: Paul Senst

John Deere 310SJ Auxilary Hyd Kit For Stick	\$662
Selective Flow Control Valve	\$1263
Misc Parts, Hoses, Solenoids, Fittings	\$2000
Labor To Install Piping & Control Valve	\$2000
Shop Supplies/Environmental Fee's	\$150
Total installed Price:	\$6075

Breaker:

Stanley MB10 Mounted Breaker \$11,990
Whips/Hoses, Couplers @ \$600

Total installed price: \$12,590
Estimated Lead Time 55 weeks (working days)

Please feel free to reach out with any questions. The business is greatly appreciated.

Tony Macke | Territory Manager
3401 Arrowhead Rd.
Duluth, MN 55811
Office: 218-722-7456 | Cell: 218-355-8067
<http://mccoycf.com>



Road Machinery & Supplies Co.
314 Garfield Avenue
Duluth, MN 55802-2628

Phone: 218-727-8611
Fax: 218-727-3340
www.rmsequipment.com

Send payment to:
Road Machinery & Supplies Co.
SDS 12-0749
P.O. Box 86
Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028
Sales, Rental and Service of Construction, Forestry, and Mining Equipment Since 1926

Ship to: IN STORE PICKUP

Invoice to: CITY OF HERMANTOWN
5105 MAPLE GROVE rd
HERMANTOWN MN 55811-3605

Branch 03 - DULUTH		
Date 02/03/2020	Time 16:27:56 (O)	Page 1
Account No. CITY0015	Phone No. 2187293609	Invoice No. Q00560
Ship Via CPU Duluth	Customer Purchase Order QUOTE	
JE3		
JOEL ELDEN		Salesperson JE3

EQUIPMENT QUOTE

Description	** Q U O T E **	EXPIRY DATE: 03/04/2020	Amount
Stock #: ? NPK PH3 HAMMER, WITH DEERE UNIVERSAL COUPLER, TOOL, AND SET OF PINS.	Serial #:		12050.00
Stock #: ? NPK PH4 HAMMER, WITH DEERE DIRECT PIN ON, OR PIN- GRABBER COUPLER, TOOL, AND SET OF PINS	Serial #:		16702.00
		Subtotal:	28752.00
		MN SALES TAX 8.875%:	2551.74
Authorization: _____	Quote Total:		31303.74

Customer Acceptance By:

Proposal Respectfully Submitted By:

Title Name Date Title Name Date Subject to approval of RMS management.
Pursuant to an Exchange Agreement between Road Machinery & Supplies Co. and North Star Deferred Exchange Corp., as Qualified Intermediary, the rights under this agreement to sell this equipment to you, has been assigned by Road Machinery & Supplies Co. to North Star Deferred Exchange Corp. It is intended that this transaction be treated by Road Machinery & Supplies Co. as part of a tax deferred exchange. This treatment has no effect on your ownership of this equipment. Terms and provisions on page 2.

RM03EQUO

Management Approval

Date

STANLEY
Infrastructure

MOUNTED ATTACHMENTS PRODUCT CATALOG



**A WIDE RANGE OF HIGH OUTPUT
LOW MAINTENANCE MOUNTED SOLUTIONS**

COMPANY OVERVIEW

STANLEY
Infrastructure



GREAT BRAND, GREAT TOOLS

STANLEY has a proud tradition of being a global leader in the development of a wide range of innovative hydraulic products used in a variety of industries and applications throughout the world. As a proud member of STANLEY Black & Decker, a 174 year old company committed to the manufacture and distribution of quality tools for the professional, industrial, and consumer, we at Stanley Infrastructure are dedicated to providing our customers with innovative customer-driven product designs, world class quality, unmatched product support, and superior value.

GLOBAL REPRESENTATION

STANLEY Infrastructure produces an extensive line of products for use in construction, demolition, scrap processing, recycling, utilities, municipalities, railroads, industry, landscaping, underwater, construction, and specialty trades. STANLEY Infrastructure Tools has sales offices and distributors throughout North America, Central America, South America, Europe, Asia, Australia, and the Middle East.

OUR MISSION

Stanley is committed to providing innovative solutions for infrastructure based applications. We are for those who make the world move.

Mid and Large-Sized Mounted Breakers (MB/XP)	1-2
Small Mounted Breakers (MB)	3-4
Mid-Sized Mounted Breakers (MBX)	5
Drop Hammers (DH)	6
Mounted Compaction (HSX)	7
Suggested Carrier Ranges	8

All STANLEY® tools, accessories, parts and allied equipment are subject to design improvements, specification and price changes at any time without notice and with no obligation to units already sold. Weights, dimensions and operating specifications listed herein are subject to change without notice. Where specifications are critical to your application, please consult the factory.

High Production & Extreme Durability MB/XP Series

When you need low maintenance and high output, you need the MB/XP line.

The MB/XP series is comprised of high production breakers for the most demanding applications. With a wide range of carrier compatibility (from 13 to 80 metric tons) there is a breaker for every job, whether you're doing commercial demolition, road building, quarry work, or production breaking.

Utilizing the industry's most advanced technologies to maximize uptime and increase both efficiency and profitability, the MB/XP line offers superior features as standard:

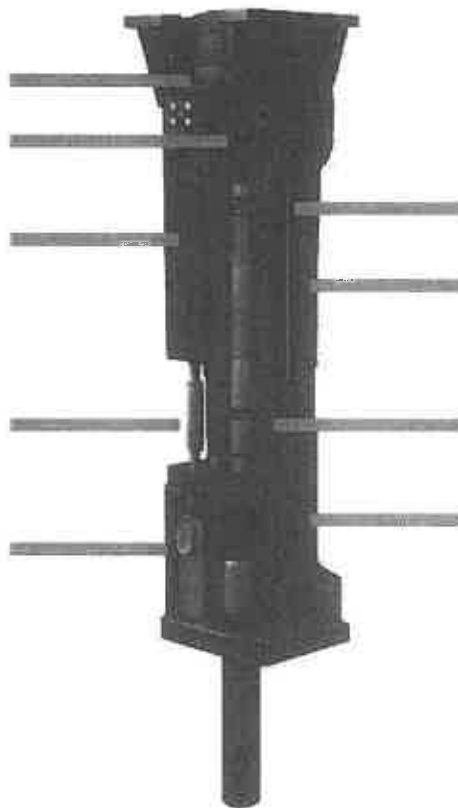
Membrane Type Accumulator eliminates time consuming recharging.

Fixed Impact Energy Valve allows for use on a wider range of carriers.

Heavy Duty Housings and Wear Plates for extreme durability in the harshest of applications.

Vibration Dampening Tie-Rods maximizes uptime.

Stroke Selector to increase blow rate and decrease energy for various applications as a way to maximize efficiency (applicable for large-sized breakers only).



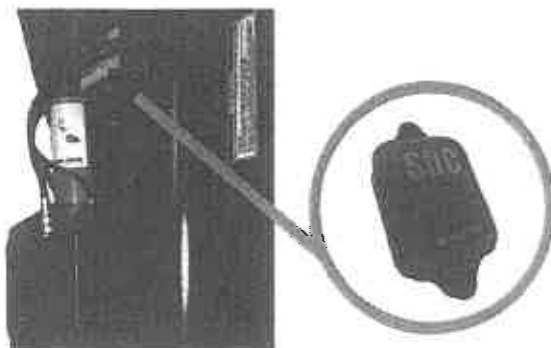
Idle Blow Protector prevents blank firing.

Sound Suppressed Housings dampen operating volume.

Hydraulic Overflow Protector for added durability.

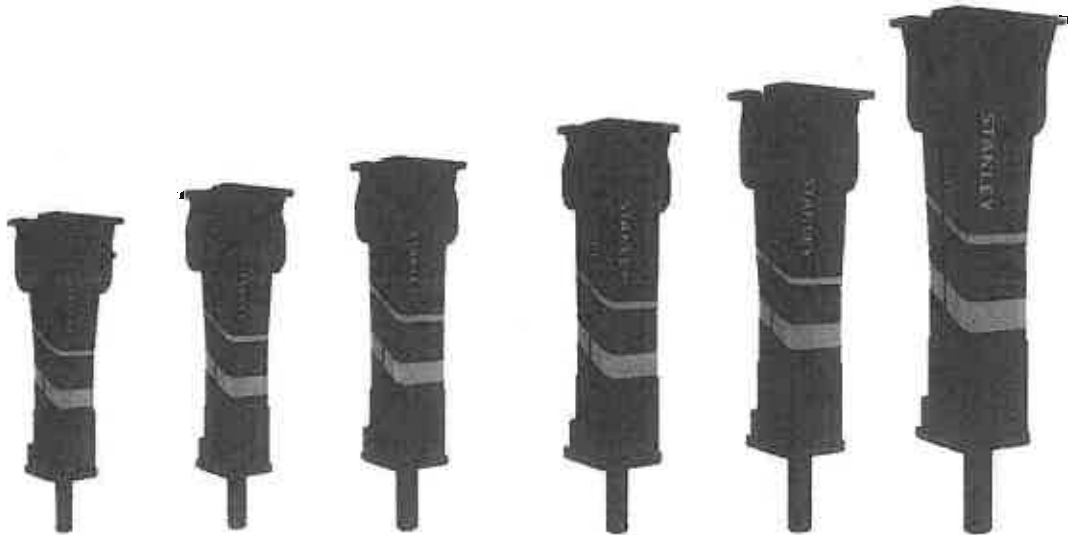
Adapters for Remote Lubricators, and Air Line for underwater work.

Autolube & Data Tracker



Good maintenance is critical to your bottom line. That's why auto-lubrication is standard on all MB/XP Series breakers. The breaker-mounted, large capacity lubrication device automatically provides grease to the tool and bushing, so you don't have to.

Also standard on all MB/XP Series breakers is a mounted SDC tracking device. The SDC reader is designed to help operators and service personnel with maintenance planning, service tracking, and accumulated work history.



MB/XP2015

MB/XP2620

MB/XP3025

MB/XP4035

MB/XP5545

MB/XP8055

Mid-Sized

Large-Sized

Model	Weight (lb)	Length (in)	Width (in)	Height (in)	Max. Impact Energy (ft-lb)	Max. Torque (ft-lb)	Max. Amps (A)	Max. Voltage (V)	Max. Current (A)	Max. Breaker Rating (A)
MB/XP2015	2,400	1,100	2,500	1,400	540	370	4.5	115	26,000	12
MB/XP2620	3,100	1,400	2,500	1,700	610	430	4.9	125	31,000	16
MB/XP3025	3,900	1,800	3,900	2,800	650	450	5.3	135	46,000	21
MB/XP4035	5,800	2,400	6,000	3,800	770	530	5.6	140	57,000	26
MB/XP5545	7,500	3,400	11,000	5,900	800	540	6.3	168	75,000	34
MB/XP8055	12,500	4,800	13,000	8,200	830	530	7.5	190	95,000	40

Accessories

Accessory	Part Number	Part Number	Part Number	Part Number	Part Number	Part Number
Chisel	76095	76095	76051	76743	79029	79111
Long Chisel			76060			
Moil Point	76097	76095	76051	76744	79010	79112
Long Moil Point			76681			
Blunt	76096	76097	76050	76745	79011	79113
Long Blunt			76681			
Super Blunt			76681	76748	79045	79117
Pyramid	76098	76098	76662	76746	79042	79114
Round Head Chisel			76054	76747	79043	79115
Limestone Chisel			76665	76748	79044	79116

Specifications and features are subject to change without notice.

Please see order information guide for specific model and ordering information.

Lightweight & Extremely Powerful MB Series



STANLEY Infrastructure knows what you look for in a small mounted breaker, that's why our MB series focuses on simplicity, easy maintenance, and powerful breaking performance. All MB breakers have only two moving parts – which means better performance and less frequent service intervals. At the lower end of the housing, we added steel reinforcement to not only protect the housing, but to protect the power cell and keep operators running longer. A superior valve design allows for a wider range of pressures and flows, lowering stress on components. Plus, the light tool weight contributes to a broader carrier range.

Put all this together and you've got the MB series from STANLEY Infrastructure, it's the small-sized breaker you've been looking for.

Model	Weight (lb)				Impact (ft-lb)		Flow (GPM)		Pressure (PSI)	
	Tool	Head	Body	Total	Max	Min	Max	Min	Max	Min
MB156	173	85	175	240	600	1,200	1.25	44	1,900	1
MB256	403	225	250	475	700	1,200	2.5	64	4,000	2
MBF5	486	320	350	745	650	1,550	2.2	68	5,000	2.2
MBF5	465	210	350	745	650	1,550	2.2	68	5,000	2.2
MB556	752	341	750	1,015	590	1,100	2.7	69	7,000	3
MB10	750	340	1,000	1,355	600	1,300	3.0	76	7,000	3

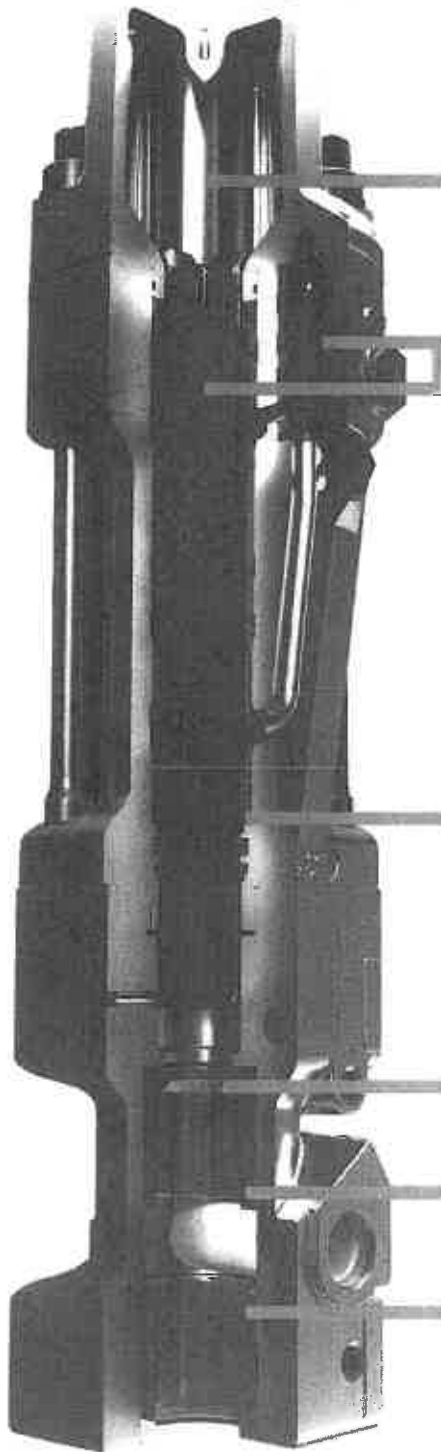
Accessories

Accessory	MB156	MB256	MBF5	MB05	MB556	MB10
Mold Point						
Conical Point	26259	27281	29863	69863	56547	70935
Cross Cut Chisel	26260	27282	29864	69864	56550	70939
Line Cut Chisel	26261	27283	69865	69865	56549	70940
Blunt Point		27284	69866	69866	56548	70941
Asphalt Cutter (Line Cut)		25171	72912	72912		
Asphalt Cutter (Cross Cut)	26257	25170	72911	72911		
Tamping Pad Assembly			69867	69867	56551	70942

Specifications and features are subject to change without notice.

Please see order information guide for specific model and ordering information.

The STANLEY Advantage MB Series



Direct Acting Nitrogen Chamber

Only Two Moving Parts: piston & autovalve

High Pressure Seals

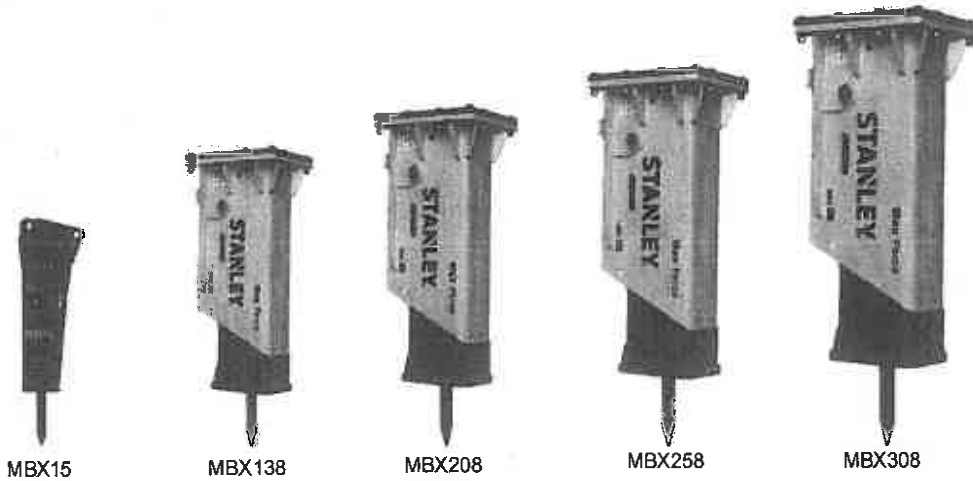
Field Replaceable Heavy Duty Tool Stop

Durable Bit Retainers

Field Replaceable Tool Bushing



Proven Reliability & Performance MBX Series



STANLEY MBX series breakers feature a patented valve system that dramatically increases the durability and performance of the tool. Less maintenance is required over the life of the breaker because the design has only two moving parts, limiting the need for servicing.

The MB/X series packs serious force and is designed to break a wide array of materials. It's destined to be the tool of choice for demolition, trenching, tunneling, and boulder breaking. Packed with power and ready to ship – the MB/X series offers years of worry-free breaking performance.

Model	Weight (lb)	Length (in)	Width (in)	Height (in)	Max. Impact Energy (ft-lb)	Max. Torque (ft-lb)	Max. RPM	Max. Stroke (in)	Max. Depth (in)	Max. Breaker Force (lb)	Max. Breaker Speed (ft/min)
MBX15	1,100	540	1,500	2,115	400	800	3.3	85	14,000	6	
MBX138	2,270	1,029	2,000	2,700	450	630	3.9	100	19,800	9	
MBX208	3,080	1,397	3,000	4,000	400	530	4.9	135	26,100	12	
MBX258	4,740	1,696	4,000	5,400	350	600	5.3	135	35,200	16	
MBX308	4,275	1,929	5,000	6,800	400	490	5.5	140	39,600	18	

Accessories

	MBX15	MBX138	MBX208	MBX258	MBX308
Mill Point	71627	71634	71641	71655	71659
Conical Point	71623		71644	71655	71666
Cross-Cut Chisel	71624	71631	71645	71656	71667
Line Cut Chisel	71625	71632	71646	71657	71668
Blunt Point	71726	71633	71647	71658	71665

Specifications and features are subject to change without notice.

Please see order information guide for specific model and ordering information.

Demolition & Recycling DH Series



DH1500

The Cyclone Drop Hammer was developed specifically for the demolition of concrete flat-work allowing for easier removal in smaller and more manageable sizes. This enables reducing the size of the excavator required if pulling up the slab, better compaction for stock-piling and transportation, and smaller material handling for crusher feed.

Up to 5X More Power to Weight than conventional hydraulic breakers.

Less Maintenance with no upper or lower bushings to grease or replace, no accumulators to re-charge, and no wear plates to rebuild or replace.

Reduced Carrier Wear and Operator Fatigue the hammer is designed to have the tool rest directly on the concrete surface. This ensures that the impact load is transmitted squarely down to the concrete.

Model	Weight (lbs)	Weight (kg)	Impact Energy (ft-lbs)	Impact Energy (kJ)	Blows per Minute	Stroke (in)	Stroke (mm)	Max. Hydraulic Pressure (psi)	Max. Hydraulic Pressure (bar)	Max. Hydraulic Flow (gpm)	Max. Hydraulic Flow (l/min)
DH1500	884	399	1,500	2,034	32	400	400	800	4	3.6	7-15
DH3500	1,750	794	3,500	4,746	32	1,750	800	15,400	7	8-10	20-25
DH9000	3,150	1,423	9,000	12,200	23	3,150	1,400	26,500	12	12-15	30-38

Accessories

Model	Part	Description	Weight
DH1500	DH1500	1,500 FT LBS / 2,034 Nm, 32 Blows per Minute Drop Hammer with 5630 Steer Mounting Bracket	880 lbs / 399 kg
	DH1502	1,500 FT LBS / 2,034 Nm, 32 Blows per Minute Drop Hammer with D-rach Walk Behind Bracket	758 lbs / 343 kg
DH3500	DH3500	3,500 FT LBS / 4,746 Nm, 32 Blows per Minute Drop Hammer with 5630 Steer Mounting Bracket	1,750 lbs / 794 kg
DH9000	DH9000	9,000 FT LBS / 12,200 Nm, 23 Blows per Minute Drop Hammer with 5630 Steer Mounting Bracket	3,150 lbs / 1,429 kg

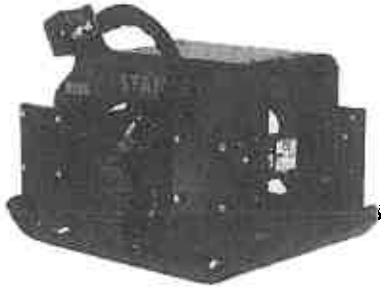
Specifications and features are subject to change without notice.

Please see order information guide for specific model and ordering information.

Mounted Attachments
**MOUNTED
COMPACTORS**

STANLEY.
Infrastructure

Maximum Vibratory Force HSX Series



Use your skid-steer loader, backhoe, or excavator as an effective compacting machine capable of far greater performance and versatility than handheld tools. In addition to compacting, the STANLEY HSX line of mounted compactors is designed for driving piles, posts, and pipe.

Flexibility

Wide range of mounting options are available for pin-on, skid-steer, or quick coupler configurations.

Protection

Remote mounted flow control maintains optimal motor RPM. The cross check valve manages surges and protects against accidental flow mishaps.

RELIABILITY

Direct mounted splined motor shaft eliminates a connection point at the eccentric assembly.



Time-Savings

Modular design enables quick access to components, decreasing downtime and operational costs.

Durability

Rugged box construction design withstands the harsh loading condition that offers trouble-free service.

Compact

Unique frame construction provides a low profile design that enables four elastomer shock mounts located at each corner to distribute the vibration across the foot plate evenly.

Model	Weight		Maximum Capacity (lb/ft ²)	Capacity (lb)		Dimensions (in)	Motor (HP)	Voltage (V)	Vibratory Force		
	Net	Gross		Net	Gross				Net	Gross	
HSX3	170	148	2,100	3,340	1,542	18.8x20	442x508	5,000	13,000	2,700	5,900
HSX6	350	386	2,000	6,400	2,902	23.5x26	600x660	9,000	30,000	4,000	13,600
HSX11	1,425	1,465	2,000	11,350	15,147	27x30	686x762	7,200	25,000	7,300	25,000
HSX22	2,200	991	2,100	22,000	30,700	37x42	873x1052	54,000	142,000	24,500	65,000

MB/XP BREAKERS CARRIER RANGES CARRIER RANGE IN METRIC TONS

Model	Carrier Range (Metric Tons)
MB/XP2075	20-75
MB/XP2820	28-20
MB/XP3025	30-25
MB/XP4035	40-35
MB/XP5545	55-45
MB/XP8055	80-55

MBX BREAKERS CARRIER RANGES CARRIER RANGE IN METRIC TONS

Model	Carrier Range (Metric Tons)
MBX15	15
MBX130	130
MBX200	200
MBX250	250
MBX300	300

MB BREAKERS CARRIER RANGES CARRIER RANGE IN LBS

Model	Carrier Range (LBS)
MB150	150
MB250	250
MB05/MBF5	5
MB550	550
MB10	10



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0118



Resolution No. 2020-22

**RESOLUTION APPROVING PAY REQUEST NUMBER 2 TO
GEORGE BOUGALIS & SONS, CO. IN THE AMOUNT OF \$137,796.97**

WHEREAS, the City of Hermantown has contracted with George Bougalis & Sons, Co. for Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449 ("Project"); and

WHEREAS, George Bougalis & Sons, Co. has performed a portion of the agreed upon work in said Project; and

WHEREAS, George Bougalis & Sons, Co. has submitted Pay Request No. 2 in the amount of \$137,796.97; and

WHEREAS, TKDA has approved such Pay Request No. 2 provided that \$8,751.40 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

1. Pay Request No. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to George Bougalis & Sons, Co. the sum of \$137,796.97 charged to 602-494500.

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 February 18, 2020.



11 East Superior Street, Suite 420
Duluth, MN 55802
218.724.8578
tkda.com

February 10, 2020

Mr. David Bolf, PE
Hermantown City Engineer
Northland Consulting Engineers
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

RE: Ugstad Road Lift Station 3—Pay Application 2
TKDA Project No. 17467.000

David,

As discussed at our onsite meeting on January 30, the Contractor for the above-referenced project has submitted Pay Application 2 for this project and has requested approval by City Council at its February 18, 2020 meeting.

I recommend that the City approve payment to George Bougalis and Sons Co. in the amount of \$137,796.97 as shown in Pay Application 2.

Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Goetzman'.

Jeff Goetzman, PE
Project Manager

cc: John Mulder, City Administrator

Contractor's Application for Payment No.

2

Application Period: 1/1/2020 to 1/31/2020		Application Date: 2/3/2020
To (Owner): City of Hermantown	From (Contractor): George Bougalis & Sons Co.	Via (Engineer): TKDA
Project: Ugstad Road Lift Station #3 Replacement	Contract: Ugstad Road Lift Station #3 Replacement	
Owner's Contract No.: Hermantown Sanitary Sewer Improvement District #449	Contractor's Project No.: 3225	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$6,123.00	
TOTALS	\$6,123.00	
NET CHANGE BY CHANGE ORDERS:		\$6,123.00

1. ORIGINAL CONTRACT PRICE.....	\$	\$241,690.00
2. Net change by Change Orders.....	\$	\$6,123.00
3. Current Contract Price (Line 1 + 2).....	\$	\$247,813.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$175,028.00
5. RETAINAGE:		
a. 5% X \$175,028.00 Work Completed.....	\$	\$8,751.40
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$8,751.40
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$166,276.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$28,479.63
8. AMOUNT DUE THIS APPLICATION.....	\$	\$137,796.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$72,785.00

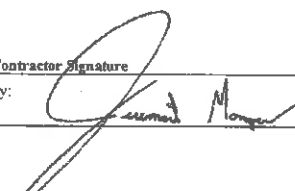
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;


(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.


Contractor Signature: 

By: _____ Date: 02/10/2020

Payment of: \$ \$137,796.97
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/10/2020
(Engineer) (Date)

Payment of: \$ \$137,796.97
(Line 8 or other - attach explanation of the other amount)

is approved by:  2/10/20
David Bolf, P.E. - City Engineer (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

A							B	C	D	E	F			
Item							Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not to C)	Total Completed and Stored to Date (D + E)	% (E / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)									
1	MOBILIZATION	1	LS	\$31,200.00	\$31,200.00		0.75	\$23,400.00			\$23,400.00	75.0%	\$7,800.00	
2	CLEARING & GRUBBING	1	LS	\$405.00	\$405.00		1	\$405.00			\$405.00	100.0%		
3	REMOVES LIFT STATION	1	LS	\$3,250.00	\$3,250.00								\$3,250.00	
4	GEOTEXTILE FABRIC TYPE 5	160	SY	\$3.00	\$480.00								\$480.00	
5	EXCAVATION - COMMON (P)	10	CY	\$17.00	\$170.00		10	\$170.00			\$170.00	100.0%		
6	SELECT GRANULAR EMBANKMENT, MOD 7% (CV)	100	CY	\$21.00	\$2,100.00		30	\$630.00			\$630.00	30.0%	\$1,470.00	
7	WOOD CHIPS	1	LS	\$2,000.00	\$2,000.00								\$2,000.00	
8	AGGREGATE BASE (CV), CLASS 5	35	CY	\$45.00	\$1,575.00								\$1,575.00	
9	8" PVC PIPE SEWER	10	LF	\$50.00	\$500.00								\$500.00	
10	CONNECT TO EXISTING SANITARY SEWER	1	EA	\$1,200.00	\$1,200.00								\$1,200.00	
11	CONNECT TO EXISTING FORCE MAIN	1	EA	\$1,200.00	\$1,200.00								\$1,200.00	
12	4.0" HDPE FORCEMAIN	18	LF	\$35.00	\$630.00								\$630.00	
13	LIFT STATION COMPLETE	1	LS	\$188,000.00	\$188,000.00		0.75	\$141,000.00			\$141,000.00	75.0%	\$47,000.00	
14	SANITARY MANHOLE	9	LF	\$370.00	\$3,330.00								\$3,330.00	
15	CASTING ASSEMBLY	1	EA	\$1,500.00	\$1,500.00								\$1,500.00	
16	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00		1	\$3,000.00			\$3,000.00	100.0%		
17	EROSION CONTROL	1	LS	\$600.00	\$600.00		0.5	\$300.00			\$300.00	50.0%	\$300.00	
18	TURF ESTABLISHMENT	1	LS	\$550.00	\$550.00								\$550.00	
Change Orders														
	CO #1 - Panel Upgrades & Time Extension	1	LS	\$6,123.00	\$6,123.00		1	\$6,123.00			\$6,123.00	100.0%		
Totals								\$247,813.00		\$175,028.00	\$175,028.00	70.6%	\$72,785.00	

Resolution No. 2020-24

**RESOLUTION AUTHORIZING AND DIRECTING
MAYOR AND CITY CLERK TO EXECUTE AND DELIVER
A MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
WITH BRAUN INTERTEC CORPORATION AND ENGINEERING PARTNERS, INC.**

WHEREAS, the City of Hermantown ("City") desires to obtain geotechnical and material testing services on a non-exclusive, project by project basis for the City; and

WHEREAS, Braun Intertec Corporation ("Braun Intertec") submitted a proposal dated August 11, 2017 ("Proposal") and Engineering Partners, Inc. ("EPC") submitted a proposal dated August 11, 2017 ("Proposal"); and

WHEREAS, City and Braun Intertec and EPC entered into a Master Services Agreement for Professional Services ("Agreement") as shown on Exhibit A attached hereto in which Braun Intertec and EPC shall be authorized to provide for geotechnical and material testing services on a non-exclusive, project by project basis pursuant to the Agreement; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to extend 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. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Master Subscriber Agreement for Professional Services for geotechnical and material testing services substantially in the form 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 February 18, 2020.

EXHIBIT A

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES**

**CITY OF HERMANTOWN
AND
BRAUN INTERTEC CORPORATION**

THIS AGREEMENT is made this ____ day of _____, 2020 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 **Braun Intertec Corporation**, a Minnesota corporation, d/b/a Braun Intertec, hereinafter referred to as "Consultant" in response to the following situation:

A. City desires to utilize Consultant's geotechnical and material testing services on a non-exclusive, project by project basis in connection with City operations for the years 2020-2021.

B. Consultant has represented that it is qualified and willing to perform the services desired by the City.

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

1. Services to be Performed.

1.1. Consultant will provide, upon written request of the City in the form of a Request for Services or similar documentation ("RFS"), the services described in the RFS and in a written proposal ("Proposal") provided by Consultant in response to the RFS. In the event of any conflict between an RFS and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

1.2. The City Administrator shall be responsible for administration of this Agreement. Upon receipt of an RFS from the City Administrator, Consultant shall prepare a Proposal for the services identified in the RFS. Consultant shall provide the identified services only upon approval of the Proposal by the City, and upon the receipt of an authorization to proceed from the City. The Authorization to Proceed shall be in the form of the one attached hereto as Exhibit A. City will not be obligated to pay for services performed that are not authorized and requested by the City Administrator.

2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of services set forth herein; and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Contract Period. This Agreement shall be effective as of the date first above written and shall continue until December 31, 2021 unless sooner terminated as provided in paragraph 4 hereof.

4. Termination of Contract. Either the Consultant 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 Consultant under this contract shall be delivered to the City and Consultant shall be entitled to compensation for time expended to the date of termination and expenses incurred.

5. Independent Contractor. The relationship between the Consultant 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 Consultant.

6. Standard of Performance and Insurance.

6.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

6.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Consultant 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.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant'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 Consultant and any claims made by

any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to Consultant's comprehensive general liability policy 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 to Consultant.

The Consultant shall require any subcontractor permitted by City to perform work for Consultant to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and City shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Consultant, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City and Consultant 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 subcontractor's comprehensive general liability policy.

7. Compensation. Consultant shall be compensated for the services to be performed hereunder in accordance with the Proposal approved by the City. Consultant 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.

8. Confidentiality. Consultant 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.

9. 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 Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this contract. All Project Materials are agreed by Consultant 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 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. Consultant shall provide City with copies of all Project Materials. Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant's progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City. Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use are and shall remain the sole and exclusive property of City.

10. Notices. Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, or mailed certified mail, return receipt requested, postage prepaid to the following places and directed to the following persons:

If to City:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: John Mulder, City Administrator

If to Consultant:

Braun Intertec Corporation
4511 West 1st Street
Suite 4
Duluth, MN 55807

11. 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 properly executed.

12. No Contractual Authority. Consultant shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

13. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Consultant 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 Consultant in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

14. 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.

15. 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.

16. Recordkeeping. Consultant hereby agrees:

16.1. 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.

16.2. 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.

16.3. 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 Consultant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

CONSULTANT:

Braun Intertec Corporation

By _____
Its _____

EXHIBIT A

CITY OF HERMANTOWN, MINNESOTA

AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Braun Intertec Corporation ("Consultant")

Pursuant to our Master Services Agreement for Professional Services ("Agreement") dated _____, 20__, you are hereby authorized to proceed with the Professional Services described as follows:

[PROJECT NAME]

I. PROJECT DESCRIPTION

The City of Hermantown ("City") has requested Consultant perform the following services:

- A. The services shown on the Request for Services attached hereto.
- B. _____
- C. _____
- D. _____

II. SERVICES TO BE PROVIDED

Consultant has agreed to provide the following services:

- A. The services described on the Proposal attached hereto.
- B. _____
- C. _____
- D. _____

III. ADDITIONAL SERVICES

If the need for additional services ("Additional Services") is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. _____

B. _____

IV. PERIOD OF SERVICE

Consultant's services will be completed within _____ from the date of this Authorization.

V. COMPENSATION

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Agreement, in the [estimated][not to exceed] amount of \$ _____.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a _____ meeting of the _____ on _____, 20__.

By _____
Its Mayor

And by _____
Its City Clerk

OR

Approved by _____, _____, 20__
Authorized City Representative

Consultant Acceptance by _____, 20__
Authorized Consultant Representative

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES**

**CITY OF HERMANTOWN
AND
ENGINEERING PARTNERS INC.**

THIS AGREEMENT is made this ____ day of _____, 2020 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 **Engineering Partners Inc.**, a Minnesota corporation, d/b/a EPC Engineering & Testing, hereinafter referred to as "Consultant" in response to the following situation:

- A. City desires to utilize Consultant's geotechnical and material testing services on a non-exclusive, project by project basis in connection with City operations for the years 2020-2021.
- B. Consultant has represented that it is qualified and willing to perform the services desired by the City.

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

1. Services to be Performed.

1.1. Consultant will provide, upon written request of the City in the form of a Request for Services or similar documentation ("RFS"), the services described in the RFS and in a written proposal ("Proposal") provided by Consultant in response to the RFS. In the event of any conflict between an RFS and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

1.2. The City Administrator shall be responsible for administration of this Agreement. Upon receipt of an RFS from the City Administrator, Consultant shall prepare a Proposal for the services identified in the RFS. Consultant shall provide the identified services only upon approval of the Proposal by the City, and upon the receipt of an authorization to proceed from the City. The Authorization to Proceed shall be in the form of the one attached hereto as Exhibit A. City will not be obligated to pay for services performed that are not authorized and requested by the City Administrator.

2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of services set forth herein; and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Contract Period. This Agreement shall be effective as of the date first above written and shall continue until December 31, 2021 unless sooner terminated as provided in paragraph 4 hereof.

4. Termination of Contract. Either the Consultant 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 Consultant under this contract shall be delivered to the City and Consultant shall be entitled to compensation for time expended to the date of termination and expenses incurred.

5. Independent Contractor. The relationship between the Consultant 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 Consultant.

6. Standard of Performance and Insurance.

6.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

6.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Consultant 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.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant'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 Consultant and any claims made by

any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to Consultant's comprehensive general liability policy 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 to Consultant.

The Consultant shall require any subcontractor permitted by City to perform work for Consultant to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and City shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Consultant, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City and Consultant 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 subcontractor's comprehensive general liability policy.

7. Compensation. Consultant shall be compensated for the services to be performed hereunder in accordance with the Proposal approved by the City. Consultant 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.

8. Confidentiality. Consultant 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 perform, 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.

9. 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 Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this contract. All Project Materials are agreed by Consultant 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 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. Consultant shall provide City with copies of all Project Materials. Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant’s progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City. Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use are and shall remain the sole and exclusive property of City.

10. Notices. Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, or mailed certified mail, return receipt requested, postage prepaid to the following places and directed to the following persons:

If to City:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: John Mulder, City Administrator

If to Consultant:

Engineering Partners Inc.
539 Garfield Avenue
Duluth, Minnesota 55802

11. 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 properly executed.

12. No Contractual Authority. Consultant shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

13. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Consultant 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 Consultant in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

14. 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.

15. 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.

16. Recordkeeping. Consultant hereby agrees:

16.1. 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.

16.2. 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.

16.3. 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 Consultant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

CONSULTANT:

Engineering Partners Inc.

By _____
Its _____

EXHIBIT A

CITY OF HERMANTOWN, MINNESOTA

AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Engineering Partners Inc. ("Consultant")

Pursuant to our Master Services Agreement for Professional Services ("Agreement") dated _____, 20__, you are hereby authorized to proceed with the Professional Services described as follows:

[PROJECT NAME]

I. PROJECT DESCRIPTION

The City of Hermantown ("City") has requested Consultant perform the following services:

A. The services shown on the Request for Services attached hereto.

B. _____

C. _____

D. _____

II. SERVICES TO BE PROVIDED

Consultant has agreed to provide the following services:

A. The services described on the Proposal attached hereto.

B. _____

C. _____

D. _____

III. ADDITIONAL SERVICES

If the need for additional services ("Additional Services") is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. _____

B. _____

IV. PERIOD OF SERVICE

Consultant's services will be completed within _____ from the date of this Authorization.

V. COMPENSATION

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Agreement, in the [estimated][not to exceed] amount of \$_____.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a _____ meeting of the _____ on _____, 20__.

By _____
Its Mayor

And by _____
Its City Clerk

OR

Approved by _____, _____, 20__.
Authorized City Representative

Consultant Acceptance by _____, _____, 20__.
Authorized Consultant Representative

Resolution No. 2020-26

**RESOLUTION APPROVING AUTHORIZATION FOR PROFESSIONAL SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES BY BRAUN INTERTEC
CORPORATION**

WHEREAS, the City of Hermantown ("City") obtained a proposal from Braun Intertec Corporation ("Braun") dated February 4, 2020 for construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota ("Project"); and

WHEREAS, such proposal ("Proposal") is attached hereto as Exhibit B; and

WHEREAS, City has a Master Services Agreement dated _____, 2020 ("Master Services Agreement") with Braun that would cover the services described in the Proposal; and

WHEREAS, the Master Services Agreement provides for the issuance of an Authorization for Professional Services upon acceptance of a Proposal; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City to approve an Authorization for Professional Services with Braun to provide the services described in the Proposal 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. The Proposal attached hereto as Exhibit B is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Authorization for Professional Services substantially in the form 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:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

EXHIBIT A

CITY OF HERMANTOWN, MINNESOTA

AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Braun Intertec Corporation ("Consultant")

Pursuant to our Master Services Agreement for Professional Services ("Agreement") dated _____, 20__, you are hereby authorized to proceed with the Professional Services described in the Proposal attached hereto.

I. PROJECT DESCRIPTION

The City of Hermantown ("City") has requested Consultant perform construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota.

II. SERVICES TO BE PROVIDED

Consultant has agreed to provide the services described in the Proposal attached hereto.

A. ADDITIONAL SERVICES

If the need for additional services ("Additional Services") is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. _____

B. _____

III. PERIOD OF SERVICE

Consultant's services will be completed within _____ from the date of this Authorization.

IV. COMPENSATION

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Proposal, in a not to exceed the amount of \$16,820.00.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a _____ meeting of the _____ on _____, 20__.

By _____ Attest _____
Mayor City Clerk

OR

Approved by _____, _____, 20__
Authorized City Representative

Consultant Acceptance by _____, 20__
Authorized Consultant Representative

EXHIBIT B

PROJECT PROPOSAL



Braun Intertec Corporation
3404 15th Avenue East, Suite 9
Hibbing, MN 55746

Phone: 218.263.8869
Fax: 218.263.6700
Web: braunintertec.com

February 4, 2020

Proposal QTB114377

Mr. David Bolf
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Re: Proposal for Construction Materials Testing Services
City of Hermantown 2020 Street Improvements
SAP 202-102-005
Hermantown Road, Johnson Road, Portland Road, Alexander Road, and Carlson Road
Hermantown, Minnesota

Dear Mr. Bolf:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 10 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of Project

We understand this project will include the construction of pavement subgrade preparation, aggregate base placement, and new concrete driveways along with a new bituminous pavement or reclamation of existing pavements. Improvements to the sanitary, storm, and water main utilities will also be part of this

AA/EOE

project. Braun Intertec performed the geotechnical evaluations for the project. Our familiarity with the soil conditions on the project will be a good asset for the City of Hermantown.

This project is a City of Hermantown project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2018 Standard Specifications for construction. This project is using MnDOT's 2018 Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by TKDA, dated January 6, 2020.
- A geotechnical report prepared by Braun Intertec, dated October 15, 2019.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. We have many MnDOT certified employees. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Bituminous Street
- Grading & Base I
- Bituminous Plant I
- Concrete Field I
- MnDOT or ACI Strength Testing
- Concrete Plant

Accredited Laboratory

In the 2018 Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the state. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on subgrade corrections, granular embankment, aggregate base, and utility backfill materials.
- Perform moisture content tests at time of compaction on backfill materials.
- Perform gradation tests on coarse filter aggregate, granular bedding, granular backfill, select granular borrow, aggregate base, and FDR materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests.
- Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples which include Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity.
- Randomly determine and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT's specifications, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.

- Weekly concrete reports.
- Concrete compressive strength results.
- Bituminous mix designs.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Compaction testing will be performed using the nuclear density method on subgrade corrections; a minimum of 2 tests will be conducted each trip with 3 trips assumed.
- Compaction testing will be performed using the nuclear density method on utility backfill and fill material; a minimum of 2 tests will be conducted each trip with 6 trips assumed.
- We understand compaction testing on granular materials will be performed using the nuclear density method; a minimum of 4 tests will be conducted each trip with 6 trips assumed.
- We understand compaction testing on aggregate base will be performed using the nuclear density method; a minimum of 2 tests will be conducted each trip with 6 trips assumed.

- We assume 1 set of concrete tests will be required to complete the project.
- We assume bituminous paving will be completed in 6 days for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$16,820. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. You will be billed only for services provided on a time and material basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Services Agreement for Professional Services.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.263.8869 (mjohnson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Molly A. Johnson, PE
Project Engineer



Joseph C. Butler, PE
Business Unit Manager

Attachments:
Cost Estimate Table

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB114377

City of Hermantown 2020 Street Improvement SAP 202-102-005

Client: City of Hermantown David Bolf 5105 Maple Grove Road Hermantown, MN 55811 smaher@hermantownmn.com	Work Site Address: Hermantown Road, Johnson Road, Portland Road, Alexander Road, and Carlson Road Hermantown, MN 55811	Service Description: MNDOT QA Construction Materials Testing
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	Description	Quantity	Units	Unit Price	Extension
Phase 1 MnDOT Testing					
Activity 1.1	Soil Testing				\$6,220.00
207	Compaction Testing - Nuclear	42.00	Hour	65.00	\$2,730.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	6.00	Trips	2.00	12.00
	Granular Borrow	6.00	Trips	2.00	12.00
	Aggregate Base	6.00	Trips	2.00	12.00
	Subgrade Correction	3.00	Trips	2.00	6.00
1308	Nuclear moisture-density meter charge, per hour	42.00	Each	20.00	\$840.00
1861	CMT Trip Charge	27.00	Each	15.00	\$405.00
209	Sample pick-up	6.00	Hour	65.00	\$390.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-up	6.00	Trips	1.00	6.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	175.00	\$700.00
1162	Sieve Analysis with 200 wash, per sample	8.00	Each	135.00	\$1,080.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	75.00	\$75.00
Activity 1.2	Concrete Testing				\$380.00
261	Concrete Testing	3.00	Hour	65.00	\$195.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Exterior Concrete & Driveway Aprons	1.00	Trips	3.00	3.00
278	Concrete Cylinder Pick up	1.00	Hour	65.00	\$65.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	1.00	Trips	1.00	1.00
1861	CMT Trip Charge	2.00	Each	15.00	\$30.00
1364	Compressive strength of concrete cylinders, per specimen	3.00	Each	30.00	\$90.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Exterior Concrete & Driveway Aprons	1.00	Set	3.00	3.00
Activity 1.3	Pavement Testing				\$8,850.00
2689	MnDOT Bituminous Verification, per sample	6.00	Each	700.00	\$4,200.00
221	Bituminous Coring	24.00	Hour	65.00	\$1,560.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	6.00	Trips	4.00	24.00
1861	CMT Trip Charge	6.00	Each	15.00	\$90.00
1542	Thickness and Density of Bituminous Core	6.00	Each	50.00	\$300.00
222	Bituminous Verification Testing	36.00	Hour	75.00	\$2,700.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	6.00	Trips	6.00	36.00
Activity 1.4	Project Management				\$1,370.00
226	Project Manager	4.00	Hour	140.00	\$560.00
1230	MnDOT Final Report	1.00	Each	500.00	\$500.00



The Science You Build On.

Project Proposal

QTB114377

City of Hermantown 2020 Street Improvement SAP 202-102-005

228	Senior Project Manager	1.00	Hour	160.00	\$160.00
238	Project Assistant	2.00	Hour	75.00	\$150.00
Phase 1 Total:					\$16,820.00

Proposal Total:	\$16,820.00
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**CITY OF HERMANTOWN
UTILITY COMMISSION REPORT – FEBRUARY 20, 2020**

6. **REPORTS** *(Require Signature)*

e. **Water and Sewer Applications**

Jason Bramstedt	3879 Okerstrom Rd	\$800 Water H/U Pd 1-28-20 \$800 Sewer H/U Pd 1-28-20 \$85 Sewer Permit Pd 1-28-20 \$32,485.52 SAC – City Contract \$940 WLSSD CAF Pd 1-28-20 Batch: 15117 / Tran #: 11
Adam Lilyquist	3741 Getchell Rd	\$800 Sewer H/U Pd 1-30-20 \$85 Sewer Permit Pd 1-30-20 \$940 WLSSD CAF Pd 1-30-20 Utility Agreement – Res #2019-175 Batch: 15121 / Tran #: 1
John Bradley	4271 Heartwood Ln	\$800 Water H/U Pd 2-04-20 \$800 Sewer H/U Pd 2-04-20 \$85 Sewer Permit Pd 2-04-20 \$940 WLSSD CAF Pd 2-04-20 Batch: 15129 / Tran #: 25
Scott Antcliff	4378 Ugstad Rd	Using existing – No Hookup Fees \$373.57 Meter/Flex Pd 2-11-20 Batch: 15145 / Tran #: 1
Anthony Vittorio	4305 Sugar Maple	\$800 Water H/U Pd 2-11-20 \$800 Sewer H/U Pd 2-11-20 \$85 Sewer Permit Pd 2-11-20 \$940 WLSSD CAF Pd 2-11-20 Batch: 15143 / Tran #: 25



Protecting, maintaining and improving the health of all Minnesotans

November 27, 2019

Hermantown City Council
c/o Bonnie Engseth, Clerk
Hermantown City Hall
5105 Maple Grove Road
Hermantown, Minnesota 55811-3605

Dear Council Members:

SUBJECT: Sanitary Survey Report for Hermantown Public Water System (PWS), St. Louis County, PWSID 1690043

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 218/302-6178.

Sincerely,

A handwritten signature in black ink, appearing to be "M. Luhrsen", is written below the word "Sincerely,".

Michael Luhrsen, P.E.
Community Public Water Supply Unit
Environmental Health Division
11 East Superior Street, Suite 290
Duluth, Minnesota 55802-2007

ML

Enclosures

cc: Water Superintendent ✓



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report**



System Name: Hermantown	Survey Date: 09/17/2019
PWSID: 1690043	Surveyor: Michael Luhrsen, P.E.
System Contact: John, Mulder, City Administrator	PWS Type: Community

Contact Information

<u>Name</u>	<u>Address</u>	<u>Phone/Email</u>
-------------	----------------	--------------------

Contact
 John, Mulder, City Administrator
 Business Phone 1 218/729-3600
 Business Phone 2 218/729-3601
 Email jmulder@hermantownmn.com

Owner/Responsible Party
 Hermantown City Council c/o Bonnie Engseth, Clerk
 Hermantown City Hall
 5105 Maple Grove Road
 Hermantown, MN 55811-3605
 Business Phone 1 218/729-3600
 Email Bonnie@hermantownmn.com

Financial
 Hermantown City Council c/o Bonnie Engseth, Clerk
 Hermantown City Hall
 5105 Maple Grove Road
 Hermantown, MN 55811-3605
 Email Bonnie@hermantownmn.com

Sample Bottles/General Correspondence
 Hermantown Water Superintendent 5105 Maple Grove Road
 Hermantown, MN 55811-3605
 Business Phone 1 218/729-3640
 Email dsharpe@hermantownmn.com

Emergency Workday
 Paul Senst
 Business Fax 218/729-3620
 Business Phone 1 218/729-3600
 Cell Phone 218/391-0065
 Email psenst@hermantownmn.com

Emergency After-Hours
 Paul Senst
 Business Phone 1 218/729-5503
 Cell Phone 218/391-0065
 Email psenst@hermantownmn.com

Consumer Confidence Report
 John Mulder
 Business Phone 1 218/729-3600
 Email jmulder@hermantownmn.com

Classification Information

Owner Type: Municipal	Population: 5055
System Class: D	Service Connections: 2164
Service Area Characteristics: Municipal	Class Points: 30

Certified Operators

<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>	<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>
Bjonskass, Aron W.	D	07/31/2021	Durovec, Chris P.	D	07/31/2021
LaFave, Christopher L.	D	01/31/2022	Leibel, Glen M.	D	06/30/2022



MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report



System Name: Hermantown	Survey Date: 09/17/2019
PWSID: 1690043	Surveyor: Michael Luhrsen, P.E.
System Contact: John, Mulder, City Administrator	PWS Type: Community

Bacteriological Sample Site Plan

Distribution

<u>Sample Site ID</u>	<u>Sample Location</u>	<u>Status</u>	<u>Notes</u>
	Utilities Building	Active	
	Spur Station	Active	
	Kwik Trip 4978 Miller Trunk Hwy	Active	
	City Hall	Active	



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Hermantown**

PWSID: **1690043**

System Contact: **John, Mulder, City Administrator**

Survey Date: **09/17/2019**

Surveyor: **Michael Luhrsen, P.E.**

PWS Type: **Community**

Requirements and Recommendations

Water Source

No deficiencies observed.

Pumps/Pump Facilities and Controls

No deficiencies observed.

Treatment

Not applicable.

Water Storage

No deficiencies observed.

Distribution

It is recommended that dead ends in the distribution system be minimized by looping. If looping is not feasible, a fire hydrant, approved flushing hydrant or blow off for flushing purposes must be used at the dead ends to maintain water quality and/or chlorine residual. [Recommended Standards for Water Works 8.0]

All building services shall be installed in accordance with the Minnesota Plumbing Code, Minnesota Rules, Chapter 4715.

The minimum size of watermain, which provides for fire protection and serving fire hydrants, shall be six-inch diameter. Larger size mains will be required if necessary to allow the withdrawal of the required fire flow while maintaining the minimum residual pressure of 20 psi.

Monitoring/Reporting Data Verification

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results - 5 years
- b. Chlorine residual results - 5 years
- c. Chemical results - 10 years
- d. Sanitary survey reports - 10 years
- e. All lead and copper materials - 12 years
- f. Consumer confidence reports - 3 years
- g. Public Notices - 3 years
- h. Fluoride quarterly results and monthly reports - 1 year

[Minn. Rules 4720.0350]



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: Hermantown	Survey Date: 09/17/2019
PWSID: 1690043	Surveyor: Michael Luhrsen, P.E.
System Contact: John, Mulder, City Administrator	PWS Type: Community

Bacteriological Results and Chlorine Residuals

<u>Date</u>	<u>Sampling Location</u>	<u>Chlorine Residual</u> <u>Free / Total</u>	<u>Coliform</u> <u>Bacteria</u>	<u>E.Coli</u>
09/17/2019	Utilities Building	/ 0.40	Absent	
09/17/2019	City Hall	/ 0.40	Absent	



Permit for the Construction and Operation of a Disposal System

Sanitary Sewer Collection System	Hermantown Collection System (AI#6512)
Wastewater treatment plant	WLSSD WWTP
Project title	The Arbours of Maple Grove
Project proposer	James Patrick Development, LLC
Design engineer	JPJ Engineering
Sanitary Sewer Extension Permit number	81397
Issuance date	January 14, 2020

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to construct and operate a sanitary sewer disposal system at the facilities named above in accordance with the requirements of this permit.

The goal of this permit is to protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above.

Questions on this permit? For questions specific to this project contact the MPCA compliance staff assigned to the wastewater treatment facility. Facility specific staff assignments can be found at <http://www.pca.state.mn.us/index.php/view-document.html?gid=19145>.

Project description

Project component	Number of components	Unit type	Design flow per unit (gallons per day)	Total flow (gallons per day)
Homes	35	Homes	260	9,100
Senior housing	103	Homes	88.35	9,100

Special conditions

- None.

General conditions

The following General Conditions are applicable for all projects that require a Sanitary Sewer Extension Permit issued by the Minnesota Pollution Control Agency (MPCA). These General Conditions, as well as any Special Conditions listed above, must be followed.

1. This permit authorizes the Permittee to perform the activities described herein under the conditions set forth. In issuing this permit, the State/MPCA assumes no responsibility for any damage to permits, property or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed or undertaken pursuant to this permit. To the extent the State/MPCA may have any liability

for the activities of its employees that liability is explicitly limited to that provided in the Torts Claims Act, Minn. Stat. § 3.736.

2. In addition to this permit, the Permittee may be required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit to discharge stormwater associated with construction activity. Construction activity includes clearing, grading, and excavation. Additional information can be found at <http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>.
3. If an effluent will result from the project, the Contractor shall submit to the MPCA plans, for approval, to provide for the following:
 - a. Water from dewatering operations including effluents from construction activities shall only be discharged when the effluent complies with the applicable water quality and effluent standards. Dewatering shall be performed using well points when feasible and practical. All other dewatering shall be performed so as not to result in increased turbidity in the receiving water. This may require the use of desilting ponds to reduce suspended solids. When the MPCA requires, permits must be obtained.
 - b. A Disposal System Permit shall be obtained by the Contractor from the MPCA prior to any hydraulic dredging, tunneling, or other activity including an effluent which may contain potential pollutants.
4. This permit shall not release the Permittee from any liability or obligation imposed by Minnesota or Federal statutes or local ordinances and shall remain in force subject to all conditions and limitations now or hereafter imposed by law. The permit shall be permissive only and shall not be construed as stopping or limiting any claims against the Permittee for damage or injury to persons or property, or any waters of the State resulting from any acts, operations or omissions of the Permittee, its agents, contractors or assigns for damages to State property, or for any violation of the terms or conditions of this permit.
5. No major alterations or additions to the disposal system shall be made without the written consent of the MPCA.
6. The use of the disposal system shall be limited to the treatment and/or disposal of the sewage, industrial waste, other wastes or substances described in the plans and/or permit application and associated material filed with the MPCA. The MPCA may modify, suspend, or revoke in whole or in part, this permit by taking direct enforcement action, for any just cause including failure: (a) to comply with the terms stated herein; or (b) to comply with MPCA water quality regulations and standards presently in force. Nothing herein shall prohibit the MPCA from exercising its emergency powers.
7. The Permittee acknowledges that nothing contained herein shall prevent the future adoption by the MPCA or its predecessors of any pollution control regulations, standards, orders or statutes more stringent than those now in existence or prevent the enforcement and application of such regulations, standards, orders or statutes to the Permittee.
8. The MPCA, its officers, employees and agency review and comment upon engineering reports and construction plans and specifications solely for the limited purpose of determining whether such report, plans and specifications will enable the facilities to reasonably comply with the regulations and criteria of the MPCA.
9. This permit has not been reviewed by the U.S. Environmental Protection Agency and is not issued pursuant to Section 402 of the Federal Water Pollution Control Act Amendments of 1972.
10. The review of plans and specifications and permit applications is made in accordance with Minn. Stat. § 115.07. Approval of plans and permits is based upon the assumption that the information provided by the applicant is correct and that all necessary legal requirements have been or will be satisfied.

Permit applications are examined with regard to the design features that apply to the operation and maintenance of, the degree of treatment to be provided, the effectiveness and reliability of the system, and compliance of the existing treatment and disposal system. The basis for design review is the most current editions of the following:

- Recommended Standards for Wastewater Facilities, Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.

- Standard Utility Specifications, City Engineers Association of Minnesota.
 - Standard Specifications for Construction, Minnesota Department of Transportation.
 - Other accepted engineering references for sewer design and construction.
11. Permit applications are recommended for approval on the basis that the system is to collect only domestic sewage and such industrial or other waste as may have been provided for in the design. Sump pumps, foundation drains, or footing drains to collect groundwater and roof drains or other surface water conduits should not be connected to the sanitary sewer system.
 12. Adequate field supervision and inspection by a qualified representative of the owner should be provided at all times during construction to assure that the project is constructed in compliance with the approved plans and specifications.
 13. The MPCA assumes no responsibility for the integrity of structures or physical features, or for the reliability, durability or efficiency of specific items of propriety equipment or material. All applicable federal, state and local laws, regulations or ordinances must be followed in the design, location and construction of proposed sewer systems or treatment works. The MPCA reserves the right to withdraw its approval of this permit if construction is not undertaken within a reasonable period after issuance.
 14. The Permittee shall comply with all rules, regulations, and requirements of the Minnesota Environmental Quality Board prior to construction of the proposed project. This permit is not effective until the Permittee completes all applicable environmental review (Environmental Assessment Worksheet or Environmental Impact Statement) which may be required for the project.



2626 Courtland Street
Duluth, MN 55806-1894
phone 218.722.3336
fax 218.727.7471
www.wlssd.com

Western Lake Superior Sanitary District

January 20, 2020

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155
ATTN: Discharge Monitoring Report

Dear Regulatory Authority:
Dear Regulatory Authority;

This cover letter is a summary of Western Lake Superior Sanitary District's Wastewater Treatment Plant Report for December 2019 (as per NPDES/SDS permit MN0049786). An electronic copy of this month's report will be submitted to MPCA. If anyone would like a paper or electronic version of the attachments please contact WLSSD at (218) 722-3336.

The average daily flow to the plant in December was 37 MGD.

The average influent cBOD5 concentration was 158 mg/L and the average effluent concentration was 9.5 mg/L. The cBOD5 removal efficiency for the month of December was 94 percent. The average influent and effluent suspended solids concentrations were 226 mg/L and 9.9 mg/L, respectively, providing a monthly suspended solids removal rate of 96 percent.

For the month of December, the effluent phosphorus calendar month average concentration was 0.3 mg/L and the average mass was 58 kg/d, compared to the respective calendar month average limits of 1.0 mg/L and 115 kg/d.

For the month of December, the effluent's daily maximum mercury concentration was 4.3 ng/L and the monthly average was 3.7 ng/L. WLSSD's reissued NPDES permit stipulates Mercury discharge limitations of 5.8 ng/L for the calendar month average, and 7.4 ng/L for a daily maximum. In milligrams per day, the calendar month average limit is 1062 and the daily maximum limit is 1355. For the month of December, the calendar month average Mercury was 475 mg/d, and the daily maximum was 551 mg/d.

During the month of December, no sewage release occurred related to wet weather.



2626 Courtland Street
Duluth, MN 55806-1894
phone 218.722.3336
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www.wlssd.com

20-28

Western Lake Superior Sanitary District

February 4, 2020

City of Hermantown
Mr. John Mulder
City Administrator
5105 Maple Grove Road
Hermantown, MN 55811

Subject: 2019 Wastewater Treatment Year-End Adjustments

Dear Mr. Mulder:

At the close of each year, we notify our wastewater treatment users of the year-end adjustment based on the actual flow and load data, and treatment costs.

For 2019, the WLSSD Board has approved total wastewater charges of \$27,841,059 as shown in the attached comparison of billed (budget) to required charges (actual) for 2019. Each wastewater user will receive additional charges or credits based upon their actual flows and loads as compared to budget. This amount will be spread evenly over the 12-month period in 2020.

Attached is a table summarizing the 2019 billing as compared to the 2019 required actual. For Hermantown the total year-end adjustment for 2019 is a charge of \$26,422 and will be included as a \$2,202/month charge on your 2020 monthly billing.

Please contact me at 740-4805 if you have any questions.

Sincerely,

Marianne Bohren
Executive Director

Attachment

2019 Year End Adj

	BILLED 2019	REQUIRED 2019	YEAR-END ADJUSTMENT
DULUTH	9,194,886	9,275,062	\$80,176
CLOQUET	984,764	984,427	(\$337)
PROCTOR	307,938	322,799	\$14,861
HERMANTOWN	466,852	493,274	\$26,422
ESKO	134,992	138,209	\$3,217
SCANLON	107,843	123,707	\$15,864
CARLTON	107,773	116,786	\$9,013
RICE LAKE	50,658	52,323	\$1,665
TWIN LAKE	82,514	70,663	(\$11,851)
PIKE LAKE	70,656	67,458	(\$3,198)
KNIFE RIVER	\$18,338	15,862	(\$2,476)
OLIVER	17,364	16,798	(\$566)
THOMSON	8,850	9,004	\$154
WRENSHALL	20,231	23,372	\$3,141
JAY COOKE	3,409	3,549	\$140
MIDWAY	4,674	4,598	(\$76)
MPCA LANDFILL	11,345	10,349	(\$996)
DULUTH/NORTH SHORE	45,105	44,549	(\$556)
MUNICIPALITIES SUBTOTAL	11,638,192	11,772,791	\$134,599
SAPPI	12,056,459	11,873,947	(\$182,512)
GEORGIA PACIFIC	66,784	66,784	\$0
USG	551,685	539,897	(\$11,788)
VERSO	3,292,759	3,362,320	\$69,561
SPECIALTY MINERALS	235,180	225,320	(\$9,860)
INDUSTRIES SUBTOTAL	16,202,867	\$16,068,267	(\$134,599)
TOTAL DISTRICT	\$27,841,059	\$27,841,059	\$0

**2019 Year End Adj
Wastewater Unit Costs**

<u>VOLUME</u>	BUDGET 2019	REQUIRED 2019	% CHANGE
FLOW (MGD)	36.53	37.69	3.18%
BOD (LBS/DAY)	78,343	76,624	-2.19%
SUSPENDED SOLIDS (LBS/DAY)	38,241	47,990	25.49%
 <u>O & M UNIT COSTS</u>			
FLOW (COST/1000 GAL)	\$0.5621	\$0.5558	-1.11%
PEAK FLOW	\$0.0420	\$0.0265	-36.89%
BOD (COST/LB)	\$0.1663	\$0.1847	11.07%
SUSPENDED SOLIDS (COST/LB)	\$0.3381	\$0.2951	-12.71%
 <u>O & M + DEBT SERVICE UNIT COSTS</u>			
FLOW (COST/1000 GAL)	\$0.7543	\$0.7480	-0.84%
PEAK FLOW	\$0.0975	\$0.0787	-19.25%
BOD (COST/LB)	\$0.2315	\$0.2499	7.94%
SUSPENDED SOLIDS (COST/LB)	\$0.4196	\$0.3766	-10.25%
DOMESTIC EQUIV (COST/1000GAL)	\$1.9376	\$1.8717	-3.40%

Table 5

USER'S WASTEWATER FLOW AND STRENGTH CHARACTERISTICS
 Flow and Strength Characteristics
 Western Lake Superior Sanitary District
 2019 Year End Adj

Line No.	Class of Service	Billing Basis	Notes	Base Flow			Peak Flow			BOD			TSS		
				Actual (Mgd)	Allocated (Mgd)	Actual (Mgd)	Allocated (Mgd)	Actual (Lbs./Day)	Allocated (Lbs./Day)	Actual (Lbs./Day)	Allocated (Lbs./Day)	Actual (Lbs./Day)	Allocated (Lbs./Day)	Actual (Lbs./Day)	Allocated (Lbs./Day)
Municipalities:															
1	Duluth	Budget		13.485	17.325	73.639	73.639	12,534	15,500	16,581	23,000				
2	Cloquet	Budget		1.193	1.470	5,750	5,750	1,632	2,010	2,805	3,450				
3	Proctor	Budget		0.476	0.604	2,434	2,434	520	592	631	700				
4	Hermantown	Budget		0.691	0.760	3,530	3,530	1,164	1,600	1,150	1,600				
5	Esko	Budget		0.202	0.240	1,166	1,166	255	320	280	420				
6	Scanlon	DE		0.183	0.183	0.900	0.900	305	305	305	305				
7	Carlton	Budget		0.189	0.270	1,107	1,107	130	157	160	205				
8	Rice Lake	DE		0.066	0.080	0.338	0.338	109	125	109	125				
9	Twin Lake	Budget		0.061	0.090	0.400	0.400	211	280	188	280				
10	Pike Lake	DE		0.093	0.110	0.450	0.450	156	185	156	185				
11	Knife River	DE		0.020	0.027	0.134	0.134	32	46	32	46				
12	Oliver	DE		0.021	0.024	0.108	0.108	35	41	35	41				
13	Thomson	DE		0.009	0.015	0.133	0.133	15	24	15	24				
14	Wrenshall	DE		0.032	0.042	0.161	0.161	53	69	53	69				
15	Jay Cooke	DE		0.003	0.005	0.010	0.010	4	8	4	8				
16	Midway	DE		0.003	0.004	0.007	0.007	7	8	5	8				
17	MPCA Landfill	DE		0.002	0.042	0.080	0.080	2	70	2	70				
18	Unused	DE		0.000	0.000	0.000	0.000	0	0	0	0				
19	North Shore	DE		0.052	0.075	0.398	0.398	87	125	87	125				
20	Totals-Municipalities			16.778	21.366	90.746	90.746	17,251	21,465	22,598	30,661				
Industrials:															
21	Unused	Budget		0.000	0.000	0.000	0.000	0	0	0	0				
22	SAPPI	Budget		16.202	16.250	24,000	24,000	42,660	56,000	22,448	25,000				
23	Verso Duluth Mill	Budget		3.895	5.500	9,939	9,939	15,360	28,758	1,509	2,700				
24	USG	Budget		0.538	0.580	1,349	1,349	1,346	2,000	925	2,800				
25	Specialty	Budget		0.272	0.272	0.581	0.581	7	8	510	1,400				
26	Totals-Industrials			20.907	22.602	35.869	35.869	59,373	86,766	25,392	31,900				
27	Totals-All Users			37.685	43.968	126.615	126.615	76,624	108,231	47,990	62,561				

BOD₅ and TSS strengths are computed using the District's standard domestic equivalent strengths. Formula: Flow x Strength(Mg/l) x 8.34.
 2020-02-28 Standard domestic equivalent strengths for the District are: BOD-200 Mg/L @ 20°C and TSS-350 Mg/L.

Nestern Lake Superior Sanitary District
 Billing Detail
 2019 Year End Adj

Line No.	Class of Service	Operating Expenses, based on Actual Flows and Loads			Debt Svc. - based on Allocated Flows and Loads			TOTAL	FLOW	PEAK FLOW	TOTAL FLOW	BOD	TSS	TOTAL	TOTAL
		Flow	Excess FI	BOD	TSS	TOTAL	FLOW								
Municipalities: Duluth-															
1	Duluth	\$2,735,864	\$581,965	\$845,013	\$1,786,043	\$5,948,885	\$1,259,623	\$987,257	\$2,246,880	\$433,998	\$645,300	\$3,326,177	\$9,275,062		
2	Cloquet	\$242,016	\$44,088	\$110,026	\$302,144	\$698,274	\$95,201	\$73,262	\$171,463	\$43,579	\$71,111	\$286,154	\$984,427		
3	Proctor	\$96,571	\$18,946	\$35,057	\$67,969	\$218,543	\$42,703	\$30,140	\$72,843	\$13,338	\$18,076	\$104,257	\$322,799		
4	Hermantown	\$140,089	\$27,471	\$78,474	\$123,874	\$369,908	\$42,170	\$27,630	\$69,800	\$22,697	\$30,869	\$123,366	\$493,274		
5	Esko	\$40,901	\$9,327	\$17,192	\$30,161	\$97,580	\$14,924	\$10,572	\$25,496	\$6,302	\$8,832	\$40,629	\$138,209		
6	Scanlon	\$37,147	\$6,937	\$20,562	\$32,853	\$97,500	\$9,710	\$7,489	\$17,200	\$4,275	\$4,733	\$26,207	\$123,707		
7	Carifon	\$38,324	\$8,886	\$8,764	\$17,235	\$73,209	\$20,660	\$14,875	\$35,535	\$3,316	\$4,726	\$43,577	\$116,786		
8	Rice Lake	\$13,289	\$2,639	\$7,349	\$11,741	\$35,017	\$6,494	\$4,752	\$11,246	\$2,688	\$3,372	\$17,306	\$52,323		
9	Twin Lake	\$12,376	\$3,280	\$14,225	\$20,251	\$50,131	\$6,145	\$4,600	\$10,745	\$4,619	\$5,168	\$20,532	\$70,663		
10	Pike Lake	\$18,929	\$3,451	\$10,517	\$16,804	\$49,701	\$6,875	\$4,912	\$11,787	\$2,754	\$3,216	\$17,757	\$67,458		
11	Knife River	\$3,956	\$1,108	\$2,157	\$3,447	\$10,668	\$1,477	\$2,051	\$3,528	\$735	\$931	\$5,194	\$15,862		
12	Oliver	\$4,200	\$847	\$2,360	\$3,770	\$11,176	\$1,766	\$1,317	\$3,083	\$1,115	\$1,424	\$5,622	\$16,798		
13	Thomson	\$1,826	\$1,195	\$1,011	\$1,616	\$5,648	\$1,181	\$1,057	\$2,238	\$523	\$595	\$3,356	\$9,004		
14	Wrenshall	\$6,411	\$1,255	\$3,573	\$5,709	\$16,948	\$2,410	\$1,603	\$4,013	\$1,142	\$1,270	\$6,424	\$23,372		
15	Jay Cooke	\$527	\$72	\$270	\$431	\$1,300	\$583	\$400	\$983	\$559	\$707	\$2,250	\$3,549		
16	Midway	\$629	\$42	\$472	\$539	\$1,681	\$1,360	\$776	\$2,136	\$331	\$450	\$2,917	\$4,598		
17	MPCA Landfill	\$304	\$759	\$135	\$215	\$1,414	\$3,616	\$1,974	\$5,591	\$2,084	\$1,260	\$8,935	\$10,349		
18	Unused	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
19	North Shore	\$10,570	\$3,344	\$5,865	\$9,371	\$29,150	\$5,225	\$5,002	\$10,227	\$2,291	\$2,881	\$15,399	\$44,549		
21	Totals-Municipalities	\$3,403,929	\$715,610	\$1,163,022	\$2,434,171	\$7,716,732	\$1,525,123	\$1,179,670	\$2,704,793	\$546,345	\$804,922	\$4,056,060	\$11,772,792		
Industrials-															
22	Georgia Pacific	\$0	\$0	\$0	\$0	\$0	\$10,977	\$4,997	\$15,974	\$40,142	\$10,667	\$66,784	\$66,784		
23	SAPPI	\$3,287,049	\$75,443	\$2,876,037	\$2,418,014	\$8,656,544	\$1,073,565	\$424,454	\$1,498,019	\$1,204,423	\$514,961	\$3,217,403	\$11,873,947		
24	VERSO	\$790,240	\$58,472	\$1,035,535	\$1,622,544	\$2,046,791	\$354,420	\$139,849	\$494,268	\$701,099	\$120,162	\$1,315,529	\$3,362,320		
25	USG	\$109,150	\$7,847	\$90,744	\$99,638	\$307,378	\$39,907	\$23,725	\$63,632	\$78,467	\$90,420	\$232,519	\$539,897		
27	Specialty Minerals	\$55,224	\$2,983	\$472	\$54,935	\$113,614	\$22,836	\$9,768	\$32,604	\$283	\$78,819	\$111,706	\$225,320		
28	Totals-Industrials	\$4,241,663	\$144,745	\$4,002,788	\$2,735,131	\$11,124,327	\$1,501,705	\$602,792	\$2,104,497	\$2,024,414	\$815,030	\$4,943,940	\$16,068,267		
30	Totals-All Users	\$7,645,592	\$860,355	\$5,165,810	\$5,169,302	\$18,841,059	\$3,026,827	\$1,782,462	\$4,809,290	\$2,570,759	\$1,619,951	\$9,000,000	\$27,841,059		

20-002U

Facility Inspections Annual Report

Sanitary Sewer Business User Inspections and Evaluation
Hermantown, Minnesota

Prepared for

City of Hermantown

Project B1602934.01
Braun Intertec Corporation

February 3, 2020

February 3, 2020

Project B1602934.01

Mr. Paul Senst, Public Works Superintendent
City of Hermantown
4971 Lightning Drive
Hermantown, MN 55811

Re: Sanitary Sewer Business User Inspections and Evaluation
Various Locations
Hermantown, Minnesota

Dear Mr. Senst:

Braun Intertec Corporation is pleased to present a summary of quarterly and biannual inspections to the City of Hermantown. The inspections were conducted to assess compliance issues, maintenance frequency and documentation, and other pertinent information for sanitary sewer business users. The summary identifies areas of compliance and non-compliance, and provides recommendations for continued inspections.

We appreciate the opportunity to provide our professional services for you for this project. If you have any questions regarding this letter or the attached report, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Samuel J. Rausch
Staff Scientist



Ted R. Hubbes, PG, CHMM
Senior Scientist

Attachment:

2019 Sanitary Sewer Business User Inspections and Evaluation Report

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A. Introduction

Braun Intertec Corporation conducted Sanitary Sewer Business User Inspections and Evaluations of 64 businesses. The inspections were conducted to assess the condition and cleanliness of the oil-water separator (OWS) or grease trap(s) located at the facilities, records of cleaning or maintenance, housekeeping, storage, and disposal of petroleum products. Of the 64 businesses, 20 were inspected quarterly and 44 were inspected biannually. This annual report provides the results of inspections initiated in the first quarter of 2019 through December 2019.

B. Inspection Locations

Table A lists the businesses inspected on a quarterly (4 inspections per year) or bi-annual (2 inspections per year) basis.

Table A1. Quarterly Inspections:

Facility	Address
Kolar Auto – Toyota	4781 Miller Trunk Hwy
Hermantown Radiator	4992 Lightning Drive
Great Lakes Mobil 1 Lube Express	4157 Haines Road
Kolar Auto – Chevy	4770 West Arrowhead Road
Kolar Auto – Hyundai	4766 Miller Trunk Hwy
Hermantown Service Center	5097 Miller Trunk Hwy
Hermantown Transmission and Exhaust	4171 Thunderchief Lane
Kolar Auto – Miller Trunk Auto Cleaning	5040 Miller Trunk Hwy
Kar Kare	4712 Lindgren Road
Kenwood Muffler and Brake Center	4904 Miller Trunk Hwy
Harley Davidson	4355 Stebner Road
Duluth Chrysler, Dodge, Jeep and Ram	4755 Miller Trunk Hwy
RJ's Sport and Cycle	4918 Miller Trunk Hwy
Volkswagen of Duluth	4735 Loberg Avenue
Bullyan RV Center	4956 Miller Trunk Hwy
United Rentals – Bullyan	4945 Miller Trunk Hwy
Miller Hill Subaru	4710 Miller Trunk Hwy
Humes Collision Center	4779 West Arrowhead Road
United Truck Body	5219 Miller Trunk Hwy
Tim's Auto Care Center	5082 Miller Trunk Hwy

Table A2. Biannual Inspections:

Facility	Address
Duluth Motor Company - Big Wave Carwash	4997 Miller Trunk Hwy
Corridor 53 Wash	5191 Miller Trunk Hwy
Lucky's Sales & Service Auto	5340 Miller Trunk Hwy
Auto Care Collision Center	4757 West Arrowhead Road
Pike Lake SuperAmerica	5601 Miller Trunk Hwy
SSG Corp – Holiday	4221 Haines Road
Pro Tire	5320 Miller Trunk Hwy
Custom Coach Collision Repair	5083 Miller Trunk Hwy
Bulldog Collision	5082 Miller Trunk Hwy
U-Haul	4723 Miller Trunk Hwy
Arrowhead Auto Body	4285 Haines Road
Kwik Trip	4805 Miller Trunk Hwy
Kwik Trip	4978 Miller Trunk Hwy
Outback Steakhouse	4255 Haines Road
Mexican Maya Mexican	4702 Miller Trunk Hwy
China Star	4227 Haines Road
Sam's Club	4743 Maple Grove Road
Fosters Sports Bar and Grill	4767 West Arrowhead Road
McKenzie's Bar and Grill	5094 Miller Trunk Hwy #700
Chalet Lounge	4833 Miller Trunk Hwy
McDonalds	4301 Menard Drive
DQ Grill and Chill	4703 Mall Drive
Skyline Bowl – Dave's Pizza	4894 Miller Trunk Hwy
Cirrus Aircraft	4950 Miller Trunk Hwy
Do North Pizza	5094 Miller Trunk Hwy #200
Subway Restaurant	4707 Mall Drive
Hermantown Liquor/Fusion/Auto Dent	5105-5115 Miller Trunk Hwy
Casa latte	5493 Miller Trunk Hwy
Super Wal-Mart	4740 Mall Drive
AAD Shriners	5152 Miller Trunk Hwy
Trinity Episcopal Church	4903 Maple Grove Road
Grace Lutheran Church	5454 Miller Trunk Hwy
Hermantown Community Church	4880 Maple Grove Road
Edgewood Vista – Senior Living	4195 Westberg Road
Sunrise Memorial Cemetery	4798 Miller Trunk Hwy
Yellow Bike Coffee	5094 Miller Trunk Hwy #100
Burger King	4496 Sugar Maple Drive #900
Domino's Pizza	4496 Sugar Maple Drive #800
Dickey's BBQ	4960 Miller Trunk Hwy #100
Kwik Trip	4145 Haines Road
Hermantown School ISD:700	4307 Ugstad Road
Golden Oaks Assisted Living	4067 Reinke Road
Salam Lutheran Church	4715 Hermantown Road
Kidz Kollege Learning Center	4770 Hermantown Road

C. Inspection Results

The following sub-sections include a summary of facilities where poor housekeeping, significant oil staining and/or OWS systems needing maintenance were identified.

C.1. 2019 Quarter 1 Inspections

Quarter 1 inspection records are summarized in the attached Table 1. Notable findings and recommendations are as follows:

- Hermantown Radiator (4992 Lightning Drive) – general housekeeping was good. The OWS tank was roughly half full of sediment. We recommended that their OWS tank be pumped.
- Great Lakes Mobil 1 Lube Express (4157 Haines Road) – general housekeeping was poor. Maintenance area beneath oil change stations had significant spillage from oil leaks on floor. The OWS tank had less than an inch of oil on the surface.
- Kenwood Muffler & Brake Center (4904 Miller Trunk Highway) – general housekeeping was poor, and the maintenance garage floor was stained beneath car hoists. The OWS tank had a half-inch of brown sludge on the surface.
- Harley Davidson (4355 Stebner Road) – general housekeeping was good. The OWS tank had approximately 8 inches of oil on the surface. We recommended pumping of the OWS tank to the manager.
- RJ's Sport & Cycle (4918 Miller Trunk Highway) – general housekeeping was poor. OWS tank had 52 inches of liquid depth reading as oil, and sediment was present near the bottom. Floor staining was observed near the petroleum storage area. We recommended that the OWS tank be pumped soon.

C.2. 2019 Quarter 2 Inspections

Quarter 2 inspection records are summarized in the attached Table 2. Notable findings and recommendations are as follows:

- Hermantown Radiator (4992 Lightning Drive) – owner used OS powder to solidify and skim oil from surface of OWS tank after quarter one inspection recommendations. OWS tank had less than a quarter inch of oil on surface.

- Great Lakes Mobil 1 Lube Express (4157 Haines Road) – OWS tank was recently pumped, with less than an inch of oil on the surface. Improvements were made from quarter one inspection.
- Kenwood Muffler & Brake Center (4904 Miller Trunk Highway) – general housekeeping was good, with some slight staining underneath car hoists. OWS tank had no oil on the surface. Improvements were made from quarter one inspection.
- Harley Davidson (4355 Stebner Road) – general housekeeping was good. OWS tank had approximately 8 inches of oil on the surface, and we again recommended that the owner arrange for pumping of the OWS tank.
- RJ's Sport & Cycle (4918 Miller Trunk Highway) – general housekeeping was good. OWS tank had less than an inch of oil on the surface and no sediment on the bottom. Improvements were made from quarter one inspection.
- China Star (4227 Haines Road) – unable to complete inspection due to no manager or owner on site. Previous inspections had observed issues with housekeeping and grease management.

C.3. 2019 Quarter 3 Inspections

Quarter 3 inspection records are summarized in the attached Table 3. Notable findings and recommendations are as follows:

- Kolar Auto-Toyota (4781 Miller Trunk Highway) – general housekeeping was good, but OWS tank had sediment on bottom with some oil on the surface. We recommended that OWS be pumped.
- Great Lakes Mobil 1 Lube Express (4157 Haines Road) – general housekeeping was poor with spillage and staining from oil leaks on floor beneath car lifts. OWS tank had a dense quarter-inch layer of oil on surface.
- Harley Davidson (4355 Stebner Road) - general housekeeping appeared to be good. However, their OWS tank contained approximately 8 inches of oil on top of liquid in tank. We again informed the manager to arrange for pumping of the OWS tank. Their manager informed us that they are currently searching for a contractor to pump their OWS tank.

C.4. 2019 Quarter 4 Inspections

Quarter 4 inspection records are summarized in the attached Table 4. Notable findings and recommendations are as follows:

- Kolar Auto-Toyota (4781 Miller Trunk Highway) – general housekeeping was good, and the OWS tank was pumped after quarter three inspection. OWS tank had a slight sheen on the surface and no sediment on the bottom.
- Great Lakes Mobil 1 Lube Express (4157 Haines Road) - general housekeeping was poor with spillage and staining from oil leaks on floor beneath car lifts.
- Harley Davidson (4355 Stebner Rd) – general housekeeping was good throughout the store and service center, but the OWS tank still had around 8” of oil on the surface, similar to previous inspections. We recommended that the tank be pumped before our next inspection. The service manager mentioned that they were attempting to arrange for pumping.
- China Star (4227 Haines Rd) – general housekeeping was poor. The grease trap appeared functional and had been cleaned by an employee recently.
- Fosters Sports Bar & Grill (4767 W Arrowhead Rd) – general housekeeping was poor. Grease and oil build up on certain appliances.

D. Summary of Corrective Actions

- Kolar Auto- Toyota had their OWS tank pumped after quarter three inspection. There was only a slight sheen on the surface of the tank during the fourth quarter.
- RJ’s Sport & Cycle had large measurement levels of oil on the surface of the OWS tank, and sediment on bottom in quarter one. Tank was pumped prior to inspection for quarter two after parts manager was informed to get it pumped. Quarters three and four saw the same improved status of the OWS tank as the second quarter.
- Hermantown Radiator had some visible oil on surface of OWS tank in quarter one. Owner skimmed the surface after using OS powder to solidify oil in tank. No observed compliance issues after quarter one.
- Great Lakes Mobil Lube Express has had some improvements throughout the year. Although general housekeeping is usually poor with staining and spills, the OWS tank was pumped

after our recommendation and subsequent measurements indicated minimal thickness of oil on the surface.

E. Modifications to Inspection Schedule

The facilities listed below are no longer in business and were taken off of the 2019 inspection schedule:

- Hawks Landing BP-Sammy's Pizza (5106 Miller Truck Highway)
- Farley's Family Restaurant (4899 Miller Truck Highway)
- North Country Dry Cleaners (5094 Miller Truck Highway)
- Shear Hair Magic (4899 Miller Trunk Highway)
- ICO Carwash, Zen House (4145 Haines Road)
- Luther Family Chevrolet (4183 Haines Road)

The facilities listed below generate no oil and grease or a negligible amount of oil and grease. These facilities have good housekeeping practices and do not conduct vehicle maintenance or handle petroleum products. For this reasoning, we recommend that the following facilities be removed from the 2020 inspection schedule:

- Hermantown Community Church (4880 Maple Grove Road)
- Maple Grove Estates – Senior Living (4099 Haines Road)
- Jefferson Children's Center (4096 Stebner Road)
- Gordy's Farm Market (4899 Miller Truck Highway)
- Country Inn & Suites (4257 Haines Road)
- A Le'Salon (5094 Miller Trunk Highway)
- Hairdo (4899 Miller Trunk Highway)
- Hermantown King Koin (4837 Miller Trunk Highway)
- Touch N' Tan (5094 Miller Trunk Highway)
- Passion for Pets Grooming (4867 Miller Trunk Highway)
- CrossFit Duluth (4960 Miller Trunk Highway)

F. Conclusions

All facilities described in the above sections were inspected. Inspections included observation of the condition and cleanliness of the oil-water separator (OWS) or grease trap located at the facility, facility records of cleaning or maintenance, housekeeping, storage, and disposal of petroleum products. Our observations are summarized in Tables 1 through 4. Facility inspection forms were completed during each inspection and can be provided at the request of the City of Hermantown.

We recommend that inspections continue in 2020. We also request notification if additional businesses require inspection.

Please contact Ted Hubbes at 218.263.8869 with any questions or concerns.

BRAUN INTERTEC CORPORATION



Samuel J. Rausch
Staff Scientist



Ted R. Hubbes, PG, CHMM
Senior Scientist

Table 1

**Quarter 1 – Sanitary Sewer Business User Inspections and
Evaluations, City of Hermantown**

Table 1
Quarter 1 - Sanitary Sewer Business User Inspections and Evaluations
City of Hermantown, MN
Project B1602934.01

Business Name	Service Address	Frequency	Quarter 1	General Housekeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
Kolar Auto-Toyota	4781 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 28.25" with less than 0.25" of oil on top.	NA	Basic auto dealer cleaning procedures.	Como oil disposes of waste oil weekly. Midway sewer pumps OWS tank annually.	Continue to inspect.	No observed compliance issues.
Hermantown Radiator	4992 Lightning Drive	Quarterly	2.27.2019	Good	Poor, liquid depth of 50.75" with 0.25" to 0.5" of oil on top. Sediment present approximately half way down tank.	NA	Floor dry used for oil leaks and spills.	Owner has never had OWS tank pumped. Waste oil absorbant pads and floor dry is disposed of monthly by Cinta's.	Continue to inspect.	General housekeeping appeared ok. Recommended OWS tank should be pumped.
Great Lakes Mobil1 Lube Express	4157 Haines Rd	Quarterly	2.26.2019	Poor	Good, liquid depth of 52.5" with less than 1" of oil on top.	NA	Rags and absorbant pads used for oil leaks and spills.	OSI pumps OWS tank biannually.	Continue to inspect.	General housekeeping appeared poor as there was significant spillage from oil leaks on floor beneath car lifts.
Kolar Auto-Chevy	4770 W Arrowhead Rd	Quarterly	2.26.2019	Good	Good, liquid depth of 47.25" with approximately 0.25" to 0.5" of oil on top. Sediment felt near bottom of tank.	NA	Absorbant pads and rags used for oil leaks and spills.	Midway Sewer pumps OWS tank. OSI pumps waste oil.	Continue to inspect.	No issues. Should get OWS tank pumped soon.
Kolar Auto-Hyundai	4766 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 52.0" with a very light sheen on top.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. OSI pumps waste oil.	Continue to inspect.	Cory Middleton (Manager) informed us very little maintenance work will be performed at this location from here on out.
Hermantown Service Center	5097 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 22.5" with less than 0.25" of oil on top.	NA	Rags and pans used for oil leaks and spills.	Brent's Septic pumps OWS tank annually. Waste oil is used for heating purposes.	Continue to inspect.	No observed compliance issues.
Hermantown Transmission & Exhaust	4171 Thunderchief Ln	Quarterly	2.27.2019	Good	Good, liquid depth of 53.5" with a light sheen on top.	NA	Primarily floor dry used for oil spills and leaks.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	Floor staining beneath car hoists and petroleum storage areas.
Kolar Auto-Miller Trunk Auto Cleaning	5040 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 51.0".	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	Heavy wax and paint product use at this location.
Kar Kare	4712 Lindgren Rd	Quarterly	2.26.2019	Good	Good, no visual sheen on top of liquid in tank.	NA	Various cleaning solutions for vehicles.	Young Plumbing and heating pumps OWS tank biannually.	Continue to inspect.	No issues. Heavy cleaning solution and wax use at this location.
Kenwood Muffler & Brake Center	4904 Miller Trunk Hwy	Quarterly	2.27.2019	Poor	Good, liquid depth of 43.0" with approximately 0.25" to 0.5" of oil/brown sludge on top.	NA	Floor dry and catch pans used for oil leaks and spills.	Owner is unsure how often the OWS tank is pumped.	Continue to inspect.	Floor staining beneath car hoists in maintenance garage. OWS tank is not regularly maintained.
Harley Davidson	4355 Stebner Rd	Quarterly	2.26.2019	Good	Poor, liquid depth of 54.5" with approximatley 8" of oil on top.	NA	Floor dry and rags for oil leaks and spills. Pan used for catching used oil.	Susan (Manager) informed us the tank will be pumped soon by OSI.	Continue to inspect.	Informed manager to get their OWS tank pumped. Tank should be pumped by next inspection according to manager.
Duluth Chrysler, Dodge, Jeep and Ram	4755 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 50.0" with light debris/brown sludge on top.	NA	Oil diapers and floor dry used for oil leaks and spills.	B&D Pump pumps OWS tank biannually. Como oil disposes of waste oil.	Continue to inspect.	No observed compliance issues.
RJ's Sport & Cycle	4918 Miller Trunk Hwy	Quarterly	2.26.2019	Poor	Poor, liquid depth of 52.0" with all of it reading as oil. Sediment felt near bottom of tank.	NA	Rags and floor dry used for oil leaks and spills.	Manager informed us "Inman" will be pumping their OWS tank soon.	Continue to inspect.	Informed parts manager to get their OWS tank pumped soon. Floor staining near petroleum storage area.
Volkswagen of Duluth	4735 Loberg Ave	Quarterly	2.26.2019	Good	Good, liquid depth of 47.0".	NA	Oil filters and rags used for oil leaks and spills.	Waste oil used for heating purposes. Midwest Sewer pumps OWS tank biannually to quarterly.	Continue to inspect.	No observed compliance issues.
Bullyan RV Center	4956 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 51.5" with less than 0.25" of oil on top in tank 2. unable to obtain measurement on tank 1 due to bolted cover.	NA	Rags and catch pan used for oil leaks and spills.	Midway Sewer pumps OWS tanks as needed. Como Oil disposes of waste oil.	Continue to inspect.	No observed compliance issues.
United Rentals-Bullyan	4945 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 52.5" with approximately 0.25" of oil on top. Strong odor coming from liquid.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Safety Clean pumps OWS tank on an "as needed basis".	Continue to inspect.	No observed compliance issues.
Miller Hill Subaru	4710 Miller Trunk Hwy	Quarterly	2.27.2019	Good	Good, liquid depth of 16.5" in tank 1. Good, liquid depth of 53.0" with approximatley 0.25" of oil/brown sludge on top in tank 2.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway sewer pumps OWS tank annually. Waste oil used for heating purposes.	Continue to inspect.	No observed compliance issues.
Humes Collision Center	4779 W Arrowhead Rd	Quarterly	2.26.2019	Good	No measurement taken on OWS tank due to debris covering the entrance to the tank.	NA	Floor dry used for oil leaks and spills.	Owner not present during inspection work to ask questions.	Continue to inspect.	Door leading to OWS tank has been blocked during the last few inspections. Likely due to heating purposes, however still suspicious.
United Truck Body	5219 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 46.5" with less than 0.25" of oil on top.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Safety Clean pumps OWS tank annually.	Continue to inspect.	No observed compliance issues.
Duke Boys Auto	4803 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 7.0".	NA	Floor dry and catch pans used for oil leaks and spills.	Midway Sewer pumps OWS tank. Como oil disposes of waste oil.	Continue to inspect.	No observed compliance issues.
Tim's AutoCare Center	5082 Miller Trunk Hwy	Quarterly	2.26.2019	Good	Good, liquid depth of 44.5".	NA	Floor dry used for oil leaks and spills.	OSI pumps OWS tank on an "as needed basis".	Continue to inspect.	No observed compliance issues. Tanks was previously full of oil during last inspection. Tank has been pumped since then.

Key
Facilities with observed compliance issues.
Facilities with no observed compliance issues.

Table 2

**Quarter 2 – Sanitary Sewer Business User Inspections and
Evaluations, City of Hermantown**

**Table 2
Quarter 2 - Sanitary Sewer Business User Inspections and Evaluations
City of Hermantown, MN
Project B1602934.01**

Business Name	Service Address	Frequency	Quarter 2	General Houskeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
Kolar Auto-Toyota	4781 Miller Trunk Hwy	Quarterly	6.12.2019	Good	Good, liquid depth of 28.75" with a sheen on top, less than 1/4". Sediment on the bottom.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Como Oil pumps waste oil weekly.	Continue to inspect.	No observed compliance issues
Hermantown Radiator	4992 Lighting Drive	Quarterly	6.13.2019	Poor	Good, liquid depth of 52.0" with a sheen on top, less than 1/4". Sediment felt approximately halfway down tank.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Owner skimmed off oil in OWS tank last march (2019).	Continue to inspect.	Owner used "OS Powder" to solidify oil in OWS tank and then skimmed oil out of tank.
Great Lakes Mobil1 Lube Express	4157 Haines Rd	Quarterly	6.12.2019	Poor	Good, liquid depth of 52.5" with a brown foam film on top.	NA	Absorbant pads used for oil leaks and spills.	OSI pumps OWS tank biannually. Unsure about waste oil.	Continue to inspect.	Floor staining beneath car lifts in maintenance garage. OWS tank was recently pumped. Improvements were made since our last inspection.
Kolar Auto-Chevy	4770 W Arrowhead Rd	Quarterly	6.12.2019	Good	Good, liquid depth of 46.5" with light brown sludge/film layer on top. Light sediment felt near bottom of tank.	NA	Rags, catch pans, and oil diapers used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. OSI pumps waste oil weekly.	Continue to inspect.	No observed compliance issues
Kolar Auto-Hyundai	4766 Miller Trunk Hwy	Quarterly	6.12.2019	Good	Good, liquid depth of 52.5" with a light pollen like film over the top.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Como Oil pumps waste oil weekly.	Continue to inspect.	No observed compliance issues
Hermantown Service Center	5097 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth of 24.0" with a dense layer of skim oil on top, less than 1/4" thick.	NA	Rags used for oil leaks and spills.	Brent's Septic Pumping pumps OWS tank as needed. Waste oil used for heating purposes.	Continue to inspect.	No observed compliance issues
Hermantown Transmission & Exhaust	4171 Thunderchief Ln	Quarterly	6.13.2019	Good	Good, liquid depth of 72.0" with no visual sheen or sediment felt near bottom of tank.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Unsure about waste oil.	Continue to inspect.	Light floor staining near car lifts and petroleum storage area.
Kolar Auto-Miller Trunk Auto Cleaning	5040 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth of 52.5" with sediment felt near bottom of tank.	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	No observed compliance issues
Kar Kare	4712 Lindgren Rd	Quarterly	6.12.2019	Good	Good, liquid depth of 52.5" with a brown foam film on top.	NA	Various cleaning solutions and wax products for vehicles.	Young Plumbing and Heating pumps OWS tank Biannually.	Continue to inspect.	No observed compliance issues
Kenwood Muffler & Brake Center	4904 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth of 12.0" with a light brown foam on top.	NA	Floor dry and catch pans used for oil leaks and spills.	Peterson's Septic Pumping pumped OWS tank last April or May.	Continue to inspect.	Floor staining beneath car lifts in maintenance garage. Shop is a bit cluttered.
Harley Davidson	4355 Stebner Rd	Quarterly	6.13.2019	Good	Poor, liquid depth of 54.5" with approxitely 8.0" of oil on top.	NA	Rags and catch pans used for oil leaks and spills.	Manager unsure who or how often their OWS tank is pumped. Como Oil pumps waste oil.	Continue to inspect.	Facility looks clean overall. I informed manager to get their OWS tank pumped.
Duluth Chrysler, Dodge, Jeep and Ram	4755 Miller Trunk Hwy	Quarterly	6.12.2019	Good	Good, liquid depth of 50.0" with no oil or sediment in tank.	NA	Oil diapers and floor dry used for oil leakes and spills.	B&D Pump pumps OWS tank biannually. Waste oil used for heating purposes. Como disposes of excess.	Continue to inspect.	No observed compliance issues
RJ's Sport & Cycle	4918 Miller Trunk Hwy	Quarterly	6.14.2019	Good	Good, liquid depth of 52.0" with a dense sheen on top, less than 1/4" thick. No sediment felt near bottom of tank.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumped OWS tank last March, 2019.	Continue to inspect.	OWS tank was pumped upon inspection. All other aspects of inspection consistent with our last round.
Volkswagen of Duluth	4735 Loberg Ave	Quarterly	6.12.2019	Good	Good, liquid depth of 47.0" with a light sheen on top and no sediment felt near the bottom.	NA	Absorbant pads and oil filters used for oil leaks and spills.	Midway Sewer pumps OWS tank quarterly. Waste oil used for heating purposes during the winter months.	Continue to inspect.	No observed compliance issues
Bullyan RV Center	4956 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth (Tank 1) of 50.5" with light brown sludge on top. Liquid depth (Tank2) of 52.25" with a light sheen on top.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Midway Sewer pumps OWS tank on an "as needed" bases.	Continue to inspect.	No observed compliance issues
United Rentals-Bullyan	4945 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth of 52.0".	NA	Absorbant pads and floor dry used for oil leaks and spills.	Safety Clean pumps OWS tank on an "as needed basis".	Continue to inspect.	No observed compliance issues
Miller Hill Subaru	4710 Miller Trunk Hwy	Quarterly	6.14.2019	Good	Good, liquid depth of 16.0" with sediment felt near bottom and a light sheen on top (tank 1). Unable to measure tank 2 due to debris.	NA	Absorbant pads used for oil leaks and spills.	Midway sewer pumps OWS tanks annually. Northland Construction disposes of waste oil.	Continue to inspect.	No issues. Manager not on site during inspection.
Humes Collision Center	4779 W Arrowhead Rd	Quarterly	6.12.2019	Good	Good, liquid depth of 48.75" with no sheen or foam on top.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank once per 10 years. Waste oil used for heating purposes.	Continue to inspect.	No observed compliance issues
United Truck Body	5219 Miller Trunk Hwy	Quarterly	6.13.2109	NA	Good, liquid depth of 46.75" with a sheen on top, less than 1/4". Sediment felt near base of tank.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Safety Clean pumps OWS tank annually.	Continue to inspect.	No observed compliance issues
Duke Boys Auto	4803 Miller Trunk Hwy	Quarterly	6.12.2019	NA	NA	NA	NA	NA	Consider not inspecting.	Building was vacant upon inspection. Moved location to west Duluth.
Duluth Motor Company - Big Wave Carwash	4997 Miller Trunk Hwy	Biannually	6.14.2019	NA	NA	NA	NA	NA	Consider not inspecting.	Both facilities appeared to be vacant/no longer in use.
Corridor 53 Wash	5191 Miller Trunk Hwy	Biannually	6.17.2019	Good	Unabled to measure tank as door was locked.	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank biannually.	Continue to inspect.	No observed compliance issues
Lucky's Sales & Service Auto	5340 Miller Trunk Hwy	Biannually	6.17.2019	Good	Good, no sheen in small OWS tank.	NA	Absorbant pads and catch pans used for oil leaks and spills.	Como Oil pumps waste oil monthly.	Continue to inspect.	No observed compliance issues
Auto Care Collision Center	4757 W Arrowhead Rd	Biannually	6.12.2019	Good	Good, liquid depth of 47.0" with no sheen or foam on top.	NA	Floor dry and pig mats used for oil leaks and spills.	Midway Sewer pumps OWS tank biannually. Waste oil disposed of by Staericycle.	Continue to inspect.	No observed compliance issues
Hawk's Landing BP - Sammy's Pizza	5106 Miller Trunk Hwy	Biannually	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business as I believe they are no longer operating.
Pike Lake SuperAmerica/Subway	5601 Miller Trunk Hwy	Biannually	6.17.2019	Good	No OWS tank found on Site.	No Grease trap found on Site.	Absorbant pads used for oil leaks and spills. Grease not heavily used at Subway.	Cleaning performed by employees. Waste oil absorbant	Continue to inspect.	No observed compliance issues
SSG Corp-Holiday	4221 Haines Rd	Biannually	6.12.2019	Good	No OWS tank found on Site.	No Grease trap found on Site.	Basic gas station cleaning procedures.	Cleaning performed by employees.	Continue to inspect.	No observed compliance issues
Pro Tire	5320 Miller Trunk Hwy	Biannually	6.17.2019	Good	Good, liquid depth of 46.5" with a light sheen on top and sediment felt near bottom of tank.	NA	Floor dry used for oil leaks and spills.	Peterson's Septic pumps OWS on an "as needed basis". Como Oil pumps waste oil.	Continue to inspect.	No observed compliance issues
Custom Coach Collision Repair	5083 Miller Trunk Hwy	Biannually	6.17.2019	Good	Good, liquid depth of 34.5" with thin layer of sediment felt near bottom.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank every few years.	Continue to inspect.	No observed compliance issues
Bulldog Collision	5082 Miller Trunk Hwy	Biannually	6.17.2019	Good	Good, liquid depth of 52.5" with a light sheen on top and sediment felt near bottom of tank.	NA	Floor dry and rags used for oil leaks and spills.	OSI pumps OWS tank.	Continue to inspect.	No observed compliance issues
Tim's Auto Care Center	5082 Miller Trunk Hwy	Quarterly	6.13.2019	Good	Good, liquid depth of 52.5" with a brown foam film on top,	NA	Floor dry used for oil leaks and spills.	OSI pumps OWS tank on an "as needed" bases.	Continue to inspect.	No observed compliance issues
U-Haul	4723 Miller Trunk Hwy	Biannually	6.12.2019	Good	Good, liquid depth of 36.0" with a light foamy brown layer on top of water.	NA	Floor dry used for oil leaks and spills.	Unsure who or how often their tank is pumped. Como oil pumps waste oil.	Continue to inspect.	No observed compliance issues
Arrowhead Auto Body	4285 Haines Rd	Biannually	6.12.2019	Good	No OWS tank found on Site.	NA	Floor dry used for oil leaks and spills.	Como disposes of waste oil biannually.	Continue to inspect.	No observed compliance issues
Kwik Trip	4805 Miller Trunk Hwy	Biannually	6.12.2019	Good	Good, liquid depth of 49.0" with no sheen or foam on top.	Good. Pumped monthly.	Floor dry used for oil leaks and spills. Absorbant sheets used for oil and grease produced by food.	Young Plumbing and Heating pumps grease trap. Unsure	Continue to inspect.	No observed compliance issues
Kwik Trip	4976 Miller Trunk Hwy	Biannually	6.14.2019	Good	Good, liquid depth of 46.75" with no sediment felt near bottom. Rag debris observed on top of liquid.	Good. Pumped regularly.	Floor dry used for oil leaks and spills. Absorbant sheets used for oil and grease produced by food.	Young Plumbing and Heating pumps OWS tank and grease trap on an	Continue to inspect.	No observed compliance issues
Outback Steakhouse	4255 Haines Rd	Biannually	6.14.2019	Good	NA	Good. Pumped quarterly.	Grease dolly disposes of waste oil/grease to bin behind the building. Grills have individual catch pans that are emptied	Midwest Grease pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues
Mexican Maya	4702 Miller Trunk Hwy	Biannually	6.14.2019	Good	NA	Good. Scooped out regularly (monthly)	Waste oil/grease disposed of into bin behind building.	Midwest grease disposes of waste oil/grease from bin behind building.	Continue to inspect.	No observed compliance issues
China Star	4227 Haines Rd	Biannually	7.12.19	NA	NA	NA	NA	NA	Continue to inspect.	Unable to inspect due to family vacation and no owners/managers on site.
Sam's Club	4743 Maple Grove Rd	Biannually	6.14.2019	Good	Measurement not taken. Employee informed us they are not allowed to open tanks.	Good, pumped bi-weekly.	Grease/frying oil pumped to external grease traps and holding tank near	Grease trap pumped biweekly by Midway Sewer. Minnesota Petroleum pumps OWS tanks.	Continue to inspect.	No observed compliance issues
Fosters Sports Bar & Grill	4767 W Arrowhead Rd	Biannually	6.14.2019	Poor	NA	Good. Light staining near Grease trap.	Grease/frying oil collected in buckets beneath fryers and stoves and brought to bin behind building. Grease trap pumped monthly to bin behind building.	Hillside Plumbing pumps grease trap monthly. Sanimax pumps waste oil/grease from bin behind building.	Continue to inspect.	Kitchen appeared dirty with grease and oil built up around stove tops and fryers.
McKenzie's Bar and Grill	5094 Miller Trunk Hwy #700	Biannually	6.17.2019	Good	NA	Good., 3/4's full.	Grease/frying oil disposed of in bin behind building.	Grease trap will be pumped by Sulivans. Bin behind building is pumped by Midwest Grease.	Continue to inspect.	No observed compliance issues
Chalet Lounge	4833 Miller Trunk Hwy	Biannually	6.12.2019	Good	NA	Good, maintained/pumped daily.	Grease/frying oil disposed of in bin behind building.	Waste oil/grease disposed of by Midwest Grease.	Continue to inspect.	No observed compliance issues
McDonalds	4301 Menard Drive	Biannually	6.14.2019	Good	NA	Good. Pumped quarterly.	Frying oil is automatically pumped into RTI holding tanks. Grease captured in trap.	Waste oil/grease disposed of by RTI. Midway Sewer pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues
Farley's Family Restaurant	4899 Miller Trunk Hwy #100	Biannually	12.26.2018	NA	NA	NA	NA	NA	Consider not inspecting.	Facility not in operation upon inspection.
DQ Grill and Chill	4703 Mall Drive	Biannually	6.12.2019	Good	NA	Good. Pumped quarterly. .	Grease tanks pumped out quarterly. A "grease only" container is located behind building with some staining near it.	Midwest Grease pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues
Skyline Bowl-Dave's Pizza	4894 Miller Trunk Hwy	Biannually	6.14.2019	Good	NA	Small grease trap in kitchen. Emptied daily.	Oil in fryers is replaced twice per week and is disposed of into grease bin	Sanimax pumps waste oil/grease bin behind building biannually. Small grease trap in kitchen emptied daily.	Continue to inspect.	No observed compliance issues
Cirrus Aircraft	4950 Miller Trunk Hwy	Biannually	6.17.2019	Good	No OWS tank found on Site.	NA	Absorbant pads and rags used for oil leaks and spills.	Waste oil stored in barrels and shipped out for disposal.	Continue to inspect.	No observed compliance issues

Business Name	Service Address	Frequency	Quarter 2	General Houskeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
Do North Pizza	5094 Miller Trunk Hwy #200	Biannually	6.17.2019	Good	NA	Good, pumped biannually.	Frying oil is disposed of into bin behind building. Rags are used to clean any residual oil/grease.	Midway Sewer pumps out grease trap. Midwest grease	Continue to inspect.	No issues. Unable to observe inside of grease trap due to owner request. Owner indicated we could check trap before operating hours.
Subway Restraunt	4707 Mall Drive	Biannually	6.12.2019	Good	NA	No Grease trap found on Site.	Any grease/oil produced is caputred in a small pan/tray and thrown	Gardian cleans weekly for pest control.	Continue to inspect.	No observed compliance issues
Hermantown Liquor/Fusion/Auto Dent	5105-5115 Miller Trunk Hwy	Biannually	7.12.2019	Good	Good, liquid depth of 1.0".	No Grease trap found on Site.	Rags would be used for oil leaks or spills.	Midway Sewer pumps OWS tank.	Continue to inspect.	No issues. Would only inspect Auto Dent as the other businesses do not produce oil or grease.
Casa Latte	5493 Miller Trunk Hwy	Biannually	6.17.2019	Good	NA	Good, pumped quarterly.	Employees clean kitchen daily.	Midway Sewer pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues
Super Wal-Mart	4740 Mall Drive	Biannually	6.12.2019	Good	NA	Good. Pumped monthly.	Oil caddy used to pump/transport oil/grease from fryers to grease tank.	Environmental Solutions pump grease tank montly.	Continue to inspect.	No observed compliance issues
AAD Shriners	5152 Miller Trunk Hwy	Biannually	6.17.2019	Good	NA	Good. Pumped biannually.	Rags used for cleaning oil and grease produced on Site.	Midway Sewer pumps grease trap biannually.	Continue to inspect.	No observed compliance issues
Trinity Episcopal Church	4903 Maple Grove Rd	Biannually	NA	NA	NA	NA	NA	NA	Continue to inspect.	No one on Site during each day of inspection.
Grace Lutheran Church	5454 Miller Trunk Hwy	Biannually	6.17.2019	Good	NA	Good. Pumped biannually.	Frying oil and grease is caught in pans and disposed of into the trash.	Midway Sewer pumps grease trap biannually.	Continue to inspect.	No observed compliance issues
Hermantown Community Church	4880 Maple Grove Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Unsure of cleaning procedures. Kitchen did however appear clean.	Daily cleaning performed by church members.	Cosider not inspecting.	No observed compliance issues. Minimal grease produced at this location. Could consider not inspecting.
Edgewood Vista-Senior Living	4195 Westberg Rd	Biannually	6.17.2019	Good	NA	Good, three traps and lift stations pumped quarterly.	Each grease trap is connected to a lift station used to store grease and oil.	Brent's Septic pumps grease traps quarterly.	Continue to inspect.	No observed compliance issues
Maple Grove Estates-Senior Living	4099 Haines Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Rags used for any oil/grease produced by food.	Midway Sewer cleans out facility pipes annually.	Consider not inspecting.	No observed compliance issues. Small minimal use kitchen located on Site. No vehicle maintenance room on Site. Consider not inspecting.
Jefferson Children's Center	4096 Stebner Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Unsure of cleaning procedures. Kitchen did however appear clean.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. Minimal to no grease or oil produced at this facility.
Sunrise Memorial Cemetery	4798 Miller Trunk Hwy	Biannually	6.12.2019	Good	No OWS tank found on Site.	Good. Small food grinder in small kitchen.	Minimal use kitchen cleaning procedures. Floor dry used in maintenance shops.	Daily cleaning performed by cemetary employees.	Continue to inspect.	No observed compliance issues
Gordys Farm Market	4899 Miller Trunk Hwy	Biannually	12.26.2018	Good	NA	NA	Basic greenhouse cleaning procedures.	Daily cleaning performed by greenhouse employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Country Inn & Suites	4257 Haines Rd	Biannually	12.21.2018	Good	NA	No Grease trap found on Site.	Basic hotel cleaning procedures.	Daily cleaning perfomed by hotel employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
A Le'Salon	5094 Miller Trunk Hwy #800	Biannually	12.19.2018	Good	NA	NA	Basic haircut cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Hairdo	4899 Miller Trunk Hwy	Biannually	12.26.2018	Good	NA	NA	Basic haircut cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Hermantown King Koin	4837 Miller Trunk Hwy	Biannually	12.21.2018	Good	NA	NA	Basic Laundromat cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Touch N' Tan	5094 Miller Trunk Hwy #750	Biannually	12.19.2018	Good	NA	NA	Basic Tanning cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Passion for Pets Grooming	4867 Miller Trunk Hwy	Biannually	12.27.2018	Good	NA	NA	Basic pet grooming cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Yellow Bike Coffee	5094 Miller Trunk Hwy #100	Biannually	6.17.2019	Good	NA	No Grease trap found on Site.	Small tray and rags used for press oven oil and grease.	Daily cleaning performed by employees.	Continue to inspect.	No observed compliance issues
Burger King	4496 Sugar Maple Dr #900	Biannually	6.17.2019	Good	NA	External grease traps pumped monthly.	Frying oil and grease captured in buckets and brought to bin behind building.	Midwest Grease pumps bin behind building and grease	Continue to inspect.	No observed compliance issues. Able to identify grease traps on site.
Domino's Pizza	4496 Sugar Maple Dr #800	Biannually	6.14.2019	Good	NA	Good. Pumped monthly.	Rags and pans used for oil/grease produced by food.	Unsure where grease trap contents are disposed of.	Continue to inspect.	No observed compliance issues
Dickey's BBQ	4960 Miller Trunk Hwy #100	Biannually	6.14.2019	Good	NA	Good, pumped on an approximate quarterly bases.	Grease and oil collects in bottom of smoker and is disposed of into the bin behind the building.	Midwest Grease pumps grease trap quarterly (approximate).	Continue to inspect.	No observed compliance issues
Crossfit Duluth	4960 Miller Trunk Hwy #400	Biannually	12.19.2018	Good	NA	NA	Basic workout facility cleaning procedures.	NA	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility. Consider not inspecting.
Kwik Trip	4145 Haines Rd	Biannually	6.12.2019	Good	Good. Liquid depth of 54.5" with sediment felt near bottom.	Good. Pumped on alarm system.	Absorbant pads and floor dry used for oil leaks and spills. Grease disposed of into the trash.	Workers unsure who pumps grease trap. Waste oil absorbant pads and floor dry stored in	Continue to inspect.	No observed compliance issues
Hermantown School ISD:700	4307 Ugstad Rd	Biannually	6.17.2019	Good	NA	No Grease trap found on Site.	Absorbant sheets used for oil and grease produced by food.	Daily cleaning performed by custodians.	Continue to inspect.	No observed compliance issues
Golden Oaks Assisted Living	4067 Reinke Rd	Biannually	6.17.2019	Good	NA	Good, pumped annually.	Frying oil and grease disposed of into dumpsters.	Waste management disposes of solids. Budget Septic pumps grease trap.	Continue to inspect.	No observed compliance issues
Salam Luthern Church	4715 Hermantown Rd	Biannually	6.17.2019	Good	NA	No Grease trap found on Site. Small traps connected to their stoves.	Grease and oil is caputred from small pans connected to stoves.	Grease and oil is discarded into the trash.	Continue to inspect.	No observed compliance issues
Kidz Kollege Learning Center	4770 Hermantown Rd	Biannually	6.17.2019	Good	NA	No grease trap found on site.	Employees clean kitchen daily.	NA, no grease produced on Site. Meat brought to Site is pre-cooked	Continue to inspect.	No observed compliance issues

Key
Facilities with observed compliance issues.
Facilities with no observed compliance issues.

Table 3

**Quarter 3 – Sanitary Sewer Business User Inspections and
Evaluations, City of Hermantown**

Table 3
Quarter 3 - Sanitary Sewer Business User Inspections and Evaluations
City of Hermantown, MN
Project B1602934.01

Business Name	Service Address	Frequency	Quarter 3	General Housekeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
Kolar Auto-Toyota	4781 Miller Trunk Hwy	Quarterly	9.26.2019	Good	Poor, liquid depth of 29.0" with 0.25" of oil on top. Sediment present approximately half way down tank.	NA	Basic auto dealer cleaning procedures.	Como oil disposes of waste oil weekly. Midway sewer pumps OWS tank annually.	Continue to inspect.	We recommended to an employee that OWS tank needs pumping.
Hermantown Radiator	4992 Lightning Drive	Quarterly	9.30.2019	Good	Poor, liquid depth of 50.75" with 0.25" to 0.5" of oil on top. Sediment present approximately half way down tank.	NA	Floor dry used for oil leaks and spills.	Owner skimmed off oil in OWS tank last march (2019).	Continue to inspect.	General housekeeping appeared good. No visual issues.
Great Lakes Mobil1 Lube Express	4157 Haines Rd	Quarterly	9.26.2019	Poor	Good, liquid depth of 52.0" with a dense 0.25" layer of oil on top. No sediment felt in tank.	NA	Rags and absorbant pads used for oil leaks and spills.	OSI pumps OWS tank biannually.	Continue to inspect.	General housekeeping appeared poor as there was spillage and staining from oil leaks on floor beneath car lifts.
Kolar Auto-Chevy	4770 W Arrowhead Rd	Quarterly	9.26.2019	Good	Good, liquid depth of 46.25" with approximately 0.25" of oil on top. Sediment felt near bottom of tank.	NA	Absorbant pads and rags used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. OSI pumps waste oil weekly.	Continue to inspect.	No issues. Should get OWS tank pumped soon.
Kolar Auto-Hyundai	4766 Miller Trunk Hwy	Quarterly	9.30.2019	Good	Good, liquid depth of 52.25" with no visible sheen on top.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. OSI pumps waste oil weekly.	Continue to inspect.	No issues.
Hermantown Service Center	5097 Miller Trunk Hwy	Quarterly	10.1.2019	Good	Good, liquid depth of 23.0" with less than 0.25" of oil on top.	NA	Rags and pans used for oil leaks and spills.	Brent's Septic pumps OWS tank as needed. Waste oil is used for heating purposes.	Continue to inspect.	No issues.
Hermantown Transmission & Exhaust	4171 Thunderchief Ln	Quarterly	9.30.2019	Good	Good, liquid depth of 73.5" with no visible sheen on top.	NA	Primarily floor dry used for oil spills and leaks.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	Floor staining beneath car hoists and petroleum storage areas. OWS tank was very full. Brian (owner) indicated he'd get this taken care of.
Kolar Auto-Miller Trunk Auto Cleaning	5040 Miller Trunk Hwy	Quarterly	10.1.2019	Good	Good, liquid depth of 51.5" with sediment felt near bottom. No sheen.	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	Heavy wax and paint product use at this location. No visual issues.
Kar Kare	4712 Lindgren Rd	Quarterly	9.26.2019	Good	Did not check as their tank looked good during last inspection.	NA	Various cleaning solutions for vehicles.	Young Plumbing and heating pumps OWS tank biannually.	Continue to inspect.	No issues. Heavy cleaning solution and wax use at this location.
Kenwood Muffler & Brake Center	4904 Miller Trunk Hwy	Quarterly	9.30.2019	Poor	Unable to measure tank due to debris cover.	NA	Floor dry and catch pans used for oil leaks and spills.	Peterson	Continue to inspect.	Floor staining beneath car hoists in maintenance garage. OWS tank pumped last April or May.
Harley Davidson	4355 Stebner Rd	Quarterly	9.30.2019	Good	Poor, liquid depth of 54.5" with approximately 8" of oil on top.	NA	Floor dry and rags for oil leaks and spills. Pan used for catching used oil.	Was in formed that the OWS tank is in the plans to get pumped.	Continue to inspect.	Informed employee to get their OWS tank pumped. Tank has not been pumped during any inspection work.
Duluth Chrysler, Dodge, Jeep and Ram	4755 Miller Trunk Hwy	Quarterly	9.26.2019	Good	Good, liquid depth of 50.5" with light debris/brown sludge on top. Sediment near bottom of tank.	NA	Oil diapers and floor dry used for oil leaks and spills.	B&D Pump pumps OWS tank biannually. Como oil disposes of waste oil.	Continue to inspect.	No issues.
RJ's Sport & Cycle	4918 Miller Trunk Hwy	Quarterly	10.1.2019	Good	Good, liquid depth of 52.5" with approximately 0.25" of oil on top. No sediment felt near bottom of tank.	NA	Rags and floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank as needed.	Continue to inspect.	No issues.
Volkswagen of Duluth	4735 Loberg Ave	Quarterly	9.26.2019	Good	Unable to measure tank due to debris cover. Tank looked good during last inspection.	NA	Oil filters and rags used for oil leaks and spills.	Waste oil used for heating purposes. Midwest Sewer pumps OWS tank biannually to quarterly.	Continue to inspect.	No issues.
Bullyan RV Center	4956 Miller Trunk Hwy	Quarterly	9.30.2019	Good	Good, liquid depth (Tank 1) of 50.5" with light brown sludge on top. Liquid depth (Tank2) of 51.75" with a light brown sludge on top. Sediment near bottom.	NA	Rags and catch pan used for oil leaks and spills.	Midway Sewer pumps OWS tanks as needed. Como Oil disposes of waste oil.	Continue to inspect.	No issues.
United Rentals-Bullyan	4945 Miller Trunk Hwy	Quarterly	9.30.2019	Good	Good, liquid depth of 52.5" with no oil or sediment visually felt or observed in tank.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Safety Clean pumps OWS tank on an "as needed basis".	Continue to inspect.	No issues. OWS tank pumped on September 16, 2019.
Miller Hill Subaru	4710 Miller Trunk Hwy	Quarterly	9.30.2019	Good	Good, liquid depth of 16.0" in tank 1. Good, liquid depth of 53.0" with approximately 0.25" of oil/brown sludge on top in tank 2. Sediment near bottom.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway sewer pumps OWS tank annually. Waste oil used for heating purposes.	Continue to inspect.	No issues. OWS tanks pumped on June 19, 2019.
Humes Collision Center	4779 W Arrowhead Rd	Quarterly	9.26.2019	Good	Good, liquid depth of 48.25" with sediment felt half way down tank. No visual sheen on top of water.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank as needed. Approximately once every 10 years.	Continue to inspect.	No issues.
United Truck Body	5219 Miller Trunk Hwy	Quarterly	10.1.2019	Good	Good, liquid depth of 46.75" with no visible sheen or sediment felt near bottom.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Safety Clean pumps OWS tank annually.	Continue to inspect.	No issues. OWS tank was recently pumped according to CEO.
Duke Boys Auto	4803 Miller Trunk Hwy	Quarterly	9.26.2019	NA	NA	NA	NA	NA	Consider not inspecting.	Building was vacant upon inspection. Moved location to west Duluth.
Tim's AutoCare Center	5082 Miller Trunk Hwy	Quarterly	10.1.2019	Good	Good, liquid depth of 53.0" with brown foamy film on top. No sediment felt in tank.	NA	Floor dry used for oil leaks and spills.	OSI pumps OWS tank on an "as needed basis".	Continue to inspect.	No issues.

Key
Facilities with observed compliance issues.
Facilities with no observed compliance issues.

Table 4

**Quarter 4 – Sanitary Sewer Business User Inspections and
Evaluations, City of Hermantown**

**Table 4
Quarter 4 - Sanitary Sewer Business User Inspections and Evaluations
City of Hermantown, MN
Project B1602934.01**

Business Name	Service Address	Frequency	Quarter 4	General Housekeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
Kolar Auto-Toyota	4781 Miller Trunk Hwy	Quarterly	1.14.2020	Good	Good, liquid depth of 29.0" with a slight sheen on top.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Como Oil pumps waste oil weekly.	Continue to inspect.	No observed compliance issues.
Hermantown Radiator	4992 Lightning Drive	Quarterly	1.14.2020	of oil on top. Sediment	Good, liquid depth of 51.0" with 1/4" of oil on surface. Sediment felt approximately halfway down tank.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Owner skims off oil in OWS tank when needed.	Continue to inspect.	Owner used "OS Powder" to solidify oil in OWS tank and then skimmed
Great Lakes Mobil1 Lube Express	4157 Haines Rd	Quarterly	12.12.2019	Poor	Good, liquid depth of 52.75" with a 1/4" layer of oil on top.	NA	Absorbant pads used for oil leaks and spills.	OSI pumps OWS tank biannually. Unsure about waste oil.	Continue to inspect.	Floor staining beneath car lifts in maintenance garage. Poor general housekeeping.
Kolar Auto-Chevy	4770 W Arrowhead Rd	Quarterly	12.12.2019	Good	Ok, liquid depth of 46.5" with a sheen on top, less than 0.25". Sediment felt approximately halfway down tank.	NA	Rags, catch pans, and oil diapers used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. OSI pumps waste oil weekly.	Continue to inspect.	General housekeeping looked good. Recommended pumping of OWS tank due to sediment near bottom.
Kolar Auto-Hyundai	4766 Miller Trunk Hwy	Quarterly	1.14.2020	Good	Good, liquid depth of 52.0" with no oil on surface.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Como Oil pumps waste oil weekly.	Continue to inspect.	No observed compliance issues.
Hermantown Service Center	5097 Miller Trunk Hwy	Quarterly	1.7.2020	Good	Good, liquid depth of 23.0" with a dense layer of skim oil on top, 1/4". Small amount of sediment on bottom.	NA	Rags used for oil leaks and spills.	Brent's Septic Pumping pumps OWS tank as needed. Waste oil used for heating purposes.	Continue to inspect.	No observed compliance issues.
Hermantown Transmission & Exhaust	4171 Thunderchief Ln	Quarterly	1.7.2020	Good	Good, liquid depth of 54.0" with small sheen on surface. A couple inches of sediment on the bottom.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually. Unsure about waste oil.	Continue to inspect.	Light floor staining near car lifts and petroleum storage area. Floor dry in use during inspection
Kolar Auto-Miller Trunk Auto Cleaning	5040 Miller Trunk Hwy	Quarterly	1.14.2020	Good	Good, liquid depth of 52.0" with a couple inches of sediment felt near bottom of tank.	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	No observed compliance issues.
Kar Kare	4712 Lindgren Rd	Quarterly	12.12.2019	Good	Good, liquid depth of 54.25" with a light film on top (cleaning solution?) and small amount of sediment felt near bottom.	NA	Various cleaning solutions and wax products for vehicles.	Young Plumbing and Heating pumps OWS tank Biannually.	Continue to inspect.	No observed compliance issues.
Kenwood Muffler & Brake Center	4904 Miller Trunk Hwy	Quarterly	1.2.2020	Good	Good, liquid depth of 44" with a red color on entire surface. Small amount of sediment on the bottom.	NA	Floor dry and catch pans used for oil leaks and spills.	Peterson's Septic Pumping pumps OWS tank annually	Continue to inspect.	Floor staining beneath car lifts in maintenance garage.
Harley Davidson	4355 Stebner Rd	Quarterly	1.2.2020	Good	Poor, liquid depth of 54" with approximately 8.0" of oil on top and small amount of sediment.	NA	Rags and catch pans used for oil leaks and spills.	Manager said they are trying to make plans for pumping. Como Oil pumps waste oil.	Continue to inspect.	Facility looks clean overall. Recommended pumping of OWS tank.
Duluth Chrysler, Dodge, Jeep and Ram	4755 Miller Trunk Hwy	Quarterly	1.14.2020	Good	Good, liquid depth of 48.0" with no oil or sediment in tank.	NA	Oil diapers and floor dry used for oil leaks and spills.	B&D Pump pumps OWS tank biannually. Waste oil used for heating purposes. Como disposes of excess.	Continue to inspect.	No observed compliance issues.
RJ's Sport & Cycle	4918 Miller Trunk Hwy	Quarterly	1.2.2020	Good	Good, liquid depth of 52.0" with 1/2" of oil on top. No sediment felt near bottom of tank.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	All aspects of inspection consistent with our last round.
Volkswagen of Duluth	4735 Loberg Ave	Quarterly	1.14.2020	Good	Good, liquid depth of 42.0" with a light sheen on top and small amount of sediment felt near the bottom.	NA	Absorbant pads and oil filters used for oil leaks and spills.	Midway Sewer pumps OWS biannually. Waste oil used for heating purposes during the winter months.	Continue to inspect.	No observed compliance issues.
Bullyan RV Center	4956 Miller Trunk Hwy	Quarterly	1.2.2020	Good	Good, liquid depth (Tank 1) of 47" with small film of oil on top. Liquid depth (Tank2) of 52" with a light sheen on top and sediment on bottom.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Midway Sewer pumps OWS tank on an "as needed" bases.	Continue to inspect.	No observed compliance issues.
United Rentals-Bullyan	4945 Miller Trunk Hwy	Quarterly	1.2.2020	Good	Good, liquid depth of 52.0". Surface oil less than 1/4" with sludge like appearance.	NA	Absorbant pads and floor dry used for oil leaks and spills.	Safety Clean pumps OWS tank on an "as needed basis".	Continue to inspect.	No observed compliance issues.
Miller Hill Subaru	4710 Miller Trunk Hwy	Quarterly	1.3.2020	Good	Good, liquid depth of 17.0" with around 1/4" of oil on top.	NA	Absorbant pads used for oil leaks and spills.	Safety Clean pumps OWS tank annually, and also disposes of waste oil.	Continue to inspect.	no observed compliance issues. Having problems with Safety Clean coming to pump OWS tank.
Humes Collision Center	4779 W Arrowhead Rd	Quarterly	1.2.2020	Good	Good, liquid depth of 48.75" with no sheen or foam on top.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank once per 10 years. Waste oil used for heating purposes.	Continue to inspect.	Unable to look inside OWS tank due to amounts of snow on top.
United Truck Body	5219 Miller Trunk Hwy	Quarterly	1.2.2020	NA	Good, liquid depth of 49" with a sheen on top, less than 1/4". Sludge covering the surface, no sediment on bottom.	NA	Floor dry and absorbant pads used for oil leaks and spills.	Safety Clean pumps OWS tank annually.	Continue to inspect.	No observed compliance issues.
Duke Boys Auto	4803 Miller Trunk Hwy	Quarterly	6.12.2019	NA	NA	NA	NA	NA	Consider not inspecting.	Building was vacant upon inspection. Moved location to west Duluth.
Duluth Motor Company - Big Wave Carwash	4997 Miller Trunk Hwy	Biannually	1.7.20	NA	NA	NA	NA	NA	Consider not inspecting.	Both facilities appeared to be vacant/no longer in use.
Corridor 53 Wash	5191 Miller Trunk Hwy	Biannually	1.7.20	Good	Good, depth of 52.0" with pinkish color on surface, no oil. Around 6" of sediment on the bottom.	NA	Various cleaning solutions for vehicles.	Midway Sewer pumps OWS tank biannually.	Continue to inspect.	No observed compliance issues.
Lucky's Sales & Service Auto	5340 Miller Trunk Hwy	Biannually	1.7.20	Good	Good, no sheen in small OWS tank.	NA	Absorbant pads and catch pans used for oil leaks and spills. Most oil is captured.	Como Oil pumps waste oil monthly.	Continue to inspect.	No observed compliance issues.
Facilities with observed compliance issues.	4757 W Arrowhead Rd	Biannually	1.2.20	Good	Good, liquid depth of 45.5" with no sheen or foam on top. Roughly 6" of sediment on bottom of tank.	NA	Floor dry and pig mats used for oil leaks and spills.	Midway Sewer pumps OWS tank biannually. Waste oil disposed of by Staericycle.	Continue to inspect.	no observed compliance issues. OWS tank is located in lobby of Auto Audio next door.
Facilities with no observed compliance issues.	5106 Miller Trunk Hwy	Biannually	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business as I believe they are no longer operating.
Pike Lake SuperAmerica/Subway	5601 Miller Trunk Hwy	Biannually	6.17.2019	Good	No OWS tank found on Site.	No Grease trap found on Site.	Absorbant pads used for oil leaks and spills. Grease not heavily used at Subway.	Cleaning performed by employees. Waste oil absorbant pads disposed of into 55-gallon waste barrel.	Continue to inspect.	No observed compliance issues.
SSG Corp-Holiday	4221 Haines Rd	Biannually	6.12.2019	Good	No OWS tank found on Site.	No Grease trap found on Site.	Basic gas station cleaning procedures.	Cleaning performed by employees.	Continue to inspect.	No observed compliance issues.
Pro Tire	5320 Miller Trunk Hwy	Biannually	1.7.2020	Good	Good, liquid depth of 46.5" with a light sheen on top.	NA	Floor dry used for oil leaks and spills.	Peterson's Septic Pumping pumps OWS tank on an "as needed basis". Como Oil pumps waste oil.	Continue to inspect.	No observed compliance issues.
Custom Coach Collision Repair	5083 Miller Trunk Hwy	Biannually	1.7.2020	Good	Good, liquid depth of 32.5" with a slight sheen on surface and a thin layer of sediment felt near bottom.	NA	Floor dry used for oil leaks and spills.	Midway Sewer pumps OWS tank annually.	Continue to inspect.	No observed compliance issues.
Bulldog Collision	5082 Miller Trunk Hwy	Biannually	1.3.2020	Good	Good, liquid depth of 53" with a light sheen on top and sediment 6-8" of sediment on bottom.	NA	Floor dry and rags used for oil leaks and spills.	OSI pumps OWS tank twice every year.	Continue to inspect.	no observed compliance issues. Suggested cleaning tank due to sediment.
Tim's Auto Care Center	5082 Miller Trunk Hwy	Quarterly	1.3.2020	Good	Good, liquid depth of 53" with a brown foam film on top,	NA	Floor dry used for oil leaks and spills.	OSI pumps OWS tankannually.	Continue to inspect.	No observed compliance issues.
U-Haul	4723 Miller Trunk Hwy	Biannually	1.3.2020	Good	Good, liquid depth of 39.0" with a slight sheen to the surface.	NA	Floor dry used for oil leaks and spills.	Unsure who or how often their tank is pumped. Como oil pumps waste oil.	Continue to inspect.	No observed compliance issues.
Arrowhead Auto Body	4285 Haines Rd	Biannually	1.2.2020	Good	No OWS tank found on Site.	NA	Floor dry used for oil leaks and spills.	Como disposes of waste oil biannually.	Continue to inspect.	No observed compliance issues.
Kwik Trip	4805 Miller Trunk Hwy	Biannually	1.14.2020	Good	Good, liquid depth of 48.0" with no sheen or foam on top, 8" of sediment felt near bottom.	Good. Pumped monthly.	Floor dry used for oil leaks and spills. Absorbant sheets used for oil and grease produced by food.	Young Plumbing and Heating pumps grease trap. Unsure who pumps OWS tank.	Continue to inspect.	No observed compliance issues. Let the manager know about the sediment on bottom of tank.
Kwik Trip	4976 Miller Trunk Hwy	Biannually	1.14.2020	Good	Good, liquid depth of 47.0" with some debris floating on surface. Sediment felt near bottom.	Good. Pumped regularly.	Floor dry used for oil leaks and spills. Absorbant sheets used for oil and grease produced by food.	Young Plumbing and Heating pumps OWS tank and grease trap on an	Continue to inspect.	No observed compliance issues. Suggested cleaning tank due to sediment and debris on surface.
Outback Steakhouse	4255 Haines Rd	Biannually	1.2.2020	Good	NA	Good. Pumped quarterly.	Grease dolly disposes of waste oil/grease to bin behind the building. Grills have individual catch pans that are	Midwest Grease pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues.
Mexican Maya	4702 Miller Trunk Hwy	Biannually	12.12.2019	Good	NA	Good, trap was close to full upon inspection. Scooped out regularly (monthly)	Waste oil/grease disposed of into bin behind building.	Midwest grease disposes of waste oil/grease from bin behind building.	Continue to inspect.	No observed compliance issues.
China Star	4227 Haines Rd	Biannually	1.3.2020	Poor	NA	Trap was half full. Cleaned as needed by employees.	Waste oil/grease captured and brought to bin out back which is taken by Sanimax monthly.	Employees clean grease trap, contents go to garbage. Sanimax disposes of waste oil bin.	Continue to inspect.	Kitchen appeared dirty and cluttered, otherwise no observed compliance issues.
Sam's Club	4743 Maple Grove Rd	Biannually	1.27.2020	Good	Measurement not take due to employee informing us they are not allowed to open tanks.	Good, pumped bi-weekly.	Grease/frying oil pumped to external grease traps and holding tank near	Grease trap pumped biweekly by Midway Sewer. Minnesota Petroleum pumps OWS tanks.	Continue to inspect.	No observed compliance issues.
Fosters Sports Bar & Grill	4767 W Arrowhead Rd	Biannually	1.2.2020	Poor	NA	Good. Light staining near Grease trap.	Grease/frying oil collected in buckets beneath fryers and stoves and brought to bin behind building. Grease trap pumped monthly to bin behind building.	Hillside Plumbing pumps grease trap monthly. Sanimax pumps waste oil/grease from bin behind building.	Continue to inspect.	Kitchen appeared dirty with grease and oil built up around stove tops and fryers.
McKenzie's Bar and Grill	5094 Miller Trunk Hwy #700	Biannually	1.3.2020	Good	NA	Good., 3/4's full.	Grease/frying oil disposed of in bin behind building.	Grease trap will be pumped by Sullivans. Bin behind building is pumped by Midwest Grease.	Continue to inspect.	No observed compliance issues.
Chalet Lounge	4833 Miller Trunk Hwy	Biannually	1.2.2020	Good	NA	Two traps, both maintained/pumped a few times monthly.	Grease/frying oil disposed of in bin behind building.	Waste oil/grease disposed of by Midwest Grease.	Continue to inspect.	One of the traps was being replaced on 1.3.20 due to small damage.
McDonalds	4301 Menard Drive	Biannually	1.2.2020	Good	NA	Good. Pumped quarterly.	Frying oil is automatically pumped into RTI holding tanks. Grease	Waste oil/grease disposed of by RTI. Midway Sewer pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues.
Farley's Family Restaurant	4899 Miller Trunk Hwy #100	Biannually	12.26.2018	NA	NA	NA	NA	NA	Consider not inspecting.	Facility not in operation upon inspection.

Business Name	Service Address	Frequency	Quarter 4	General Houskeeping	Oil-Water Separator	Grease Trap	Cleaning/Maintenance	Disposal	Recommendations	Notes
DQ Grill and Chill	4703 Mall Drive	Biannually	1.2.2020	Good	NA	Good. Pumped quarterly. .	Grease tanks pumped out quarterly. A "grease only" container is located behind building.	Midwest Grease pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues.
Skyline Bowl-Dave's Pizza	4894 Miller Trunk Hwy	Biannually	1.14.2020	Good	NA	Small grease trap in kitchen. Emptied daily.	Oil in fryers is replaced twice per week and is disposed of into grease bin	Sanimax pumps waste oil/grease bin behind building biannually. Small grease trap in kitchen emptied daily.	Continue to inspect.	No observed compliance issues.
Cirrus Aircraft	4950 Miller Trunk Hwy	Biannually	6.17.2019	Good	No OWS tank found on Site.	NA	Absorbant pads and rags used for oil leaks and spills.	Waste oil stored in barrels and shipped out for disposal.	Continue to inspect.	No observed compliance issues.
Do North Pizza	5094 Miller Trunk Hwy #200	Biannually	1.7.2020	Good	NA	Good, pumped as needed. Typically biannually.	Frying oil is disposed of into bin behind building. Rags are used to clean any residual oil/grease.	Midway Sewer pumps out grease trap. Midwest grease pumps bin behind building.	Continue to inspect.	No observed compliance issues. Unable to observe inside of grease trap due to owner request.
Subway Restraunt	4707 Mall Drive	Biannually	12.12.2019	Good	NA	No Grease trap found on Site.	Any grease/oil produced is caputred in a small pan/tray and thrown	Kitchen staff cleans facility daily.	Continue to inspect.	No observed compliance issues.
Hermantown Liquor/Fusion/Auto Dent	5105-5115 Miller Trunk Hwy	Biannually	1.14.2020	Good	Good, liquid depth of 1.0".	No Grease trap found on Site.	Rags would be used for oil leaks or spills.	Midway Sewer pumps OWS tank.	Continue to inspect.	No observed compliance issues.
Casa Latte	5493 Miller Trunk Hwy	Biannually	1.7.2020	Good	NA	Good, pumped quarterly.	Employees clean kitchen daily.	Midway Sewer pumps grease trap quarterly.	Continue to inspect.	No observed compliance issues. Location is being rented out for the season.
Super Wal-Mart	4740 Mall Drive	Biannually	1.14.2020	Good	NA	Good. Pumped monthly.	Oil caddy used to pump/transport oil/grease from fryers to grease tank.	Environmental Solutions pump grease tank 1-2 times per month	Continue to inspect.	No observed compliance issues.
AAD Shriners	5152 Miller Trunk Hwy	Biannually	1.7.2020	Good	NA	Good. Pumped biannually.	Rags used for cleaning oil and grease produced on Site.	Midway Sewer pumps grease trap biannually.	Continue to inspect.	No observed compliance issues.
Trinity Episcopal Church	4903 Maple Grove Rd	Biannually	NA	NA	NA	NA	NA	NA	Continue to inspect.	No one on Site during each day of inspection.
Grace Lutheran Church	5454 Miller Trunk Hwy	Biannually	1.7.2020	Good	NA	Good. Pumped biannually.	Frying oil and grease is caught in pans and disposed of into the trash.	Midway Sewer pumps grease trap biannually. Cleaned 12.22.2019	Continue to inspect.	No observed compliance issues.
Hermantown Community Church	4880 Maple Grove Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Unsure of cleaning procedures. Kitchen did however appear clean.	Daily cleaning performed by church members.	Cosider not inspecting.	No observed compliance issues. Minimal grease produced at this location. Could consider not inspecting.
Edgewood Vista-Senior Living	4195 Westberg Rd	Biannually	1.27.2020	Good	NA	Good, three traps and lift stations pumped quarterly.	Each grease trap is connected to a lift station used to store grease	Brent's Septic pumps grease traps quarterly.	Continue to inspect.	No observed compliance issues.
Maple Grove Estates-Senior Living	4099 Haines Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Rags used for any oil/grease produced by food.	Midway Sewer cleans out facility pipes annually.	Consider not inspecting.	No observed compliance issues. Small minimal use kitchen located on Site. No vehicle maintenance room on Site.
Jefferson Children's Center	4096 Stebner Rd	Biannually	12.18.2018	Good	NA	No Grease trap found on Site.	Unsure of cleaning procedures. Kitchen did however appear clean.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. Minimal to no grease or oil produced at this facility.
Sunrise Memorial Cemetery	4798 Miller Trunk Hwy	Biannually	6.12.2019	Good	No OWS tank found on Site.	Good. Small food grinder in small kitchen.	Minimal use kitchen cleaning procedures. Floor dry used in maintenance shops.	Daily cleaning performed by cemetary employees.	Continue to inspect.	No observed compliance issues.
Gordys Farm Market	4899 Miller Trunk Hwy	Biannually	12.26.2018	Good	NA	NA	Basic greenhouse cleaning procedures.	Daily cleaning performed by greenhouse employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Country Inn & Suites	4257 Haines Rd	Biannually	12.21.2018	Good	NA	No Grease trap found on Site.	Basic hotel cleaning procedures.	Daily cleaning performed by hotel employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
A Le'Salon	5094 Miller Trunk Hwy #800	Biannually	12.19.2018	Good	NA	NA	Basic haircut cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Hairdo	4899 Miller Trunk Hwy	Biannually	12.26.2018	Good	NA	NA	Basic haircut cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Hermantown King Koin	4837 Miller Trunk Hwy	Biannually	12.21.2018	Good	NA	NA	Basic Laundromat cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Touch N' Tan	5094 Miller Trunk Hwy #750	Biannually	12.19.2018	Good	NA	NA	Basic Tanning cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Passion for Pets Grooming	4867 Miller Trunk Hwy	Biannually	12.27.2018	Good	NA	NA	Basic pet grooming cleaning procedures.	Daily cleaning performed by employees.	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Yellow Bike Coffee	5094 Miller Trunk Hwy #100	Biannually	1.3.2020	Good	NA	No Grease trap found on Site.	Small tray and rags used for press oven oil and grease.	Daily cleaning performed by employees.	Continue to inspect.	No observed compliance issues.
Burger King	4496 Sugar Maple Dr #900	Biannually	1.2.2020	Good	NA	External grease traps pumped monthly.	Frying oil and grease captured in buckets and brought to bin behind building daily.	Midwest Grease pumps bin behind building and grease traps.	Continue to inspect.	No observed compliance issues. Was able to identify grease traps on site just outside of back entrance to kitchen.
Domino's Pizza	4496 Sugar Maple Dr #800	Biannually	1.2.2020	Good	NA	Good. Cleaned monthly.	Rags and pans used for oil/grease produced by food.	ase and oil is discarded into the trash as needed by employ	Continue to inspect.	No observed compliance issues.
Dickey's BBQ	4960 Miller Trunk Hwy #100	Biannually	1.7.2020	Good	NA	NA	NA	NA	Stop Inspections	Closed down, no longer in operation.
Crossfit Duluth	4960 Miller Trunk Hwy #400	Biannually	12.19.2018	Good	NA	NA	Basic workout facility cleaning procedures.	NA	Consider not inspecting.	No observed compliance issues. No oil or grease produced at this facility.
Kwik Trip	4145 Haines Rd	Biannually	1.14.2020	Good	Good. Liquid depth of 53.5" with sediment felt half way down the tank.	Good. Pumped on alarm system.	Absorbant pads and floor dry used for oil leaks and spills. Grease disposed of into the trash.	Workers unsure who pumps grease trap. Waste oil absorbant pads and floor dry stored in barrel.	Continue to inspect.	No observed compliance issues. Suggested tank be cleaned due to sediment on bottom.
Hermantown School ISD:700	4307 Ugstad Rd	Biannually	6.17.2019	Good	NA	No Grease trap found on Site.	Absorbant sheets used for oil and grease produced by food.	Daily cleaning performed by custodians.	Continue to inspect.	No observed compliance issues.
Golden Oaks Assisted Living	4067 Reinke Rd	Biannually	1.27.2020	Good	NA	Good, pumped annually.	Frying oil and grease disposed of into dumpsters.	Waste management disposes of solids. Budget Septic pumps grease trap.	Continue to inspect.	No observed compliance issues.
North Country Dry Cleaners	5094 Miller Trunk Hwy	NA	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business. It appears to be out of business. Consider not inspecting.
Shear Hair Magic	4899 Miller Trunk Hwy	NA	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business. It appears to be out of business. Consider not inspecting.
ICO Carwash	4145 Haines Rd	NA	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business. It appears to be out of business. Consider not inspecting.
Zen House	4145 Haines Rd	NA	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business. Address currently occupied by a Kwik Trip
Luther Family Chevrolet	4183 Haines Rd	NA	NA	NA	NA	NA	NA	NA	Consider not inspecting.	Unable to locate business. Address currently occupied by a Holiday Inn
Salam Luthern Church	4715 Hermantown Rd	Biannually	6.17.2019	Good	NA	No Grease trap found on Site. Small traps connected to their stoves.	Grease and oil is caputred from small pans connected to stoves.	Grease and oil is discarded into the trash.	Continue to inspect.	No observed compliance issues.
Kidz Kollege Learning Center	4770 Hermantown Rd	Biannually	6.17.2019	Good	NA	No grease trap found on site.	Employees clean kitchen daily.	NA, no grease produced on Site. Meat brought to Site is pre-cooked	Continue to inspect.	No observed compliance issues.

Key
Facilities with observed compliance issues.
Facilities with no observed compliance issues.

**YEAR 2019 - 2020
Collection System Inflow & Infiltration (I & I) and
Fats, Oils and Grease (FOG) Program Report**



Community: _____ City of Hermantown _____

Report Prepared By: _____ Paul Senst _____

Authorized Community Approval:

Print Name: John Mulder _____ Title: City Administrator

Signature: _____ Date Approved: _____

I hereby certify that this report submittal was reviewed and authorized for submittal to WLSSD by the governing body of this community.

Engineer Certification:

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

Print Name: _David Bolf _____

Signature: _____

Date: _____

License #: _____

SECTION I: 2019 INFLOW AND INFILTRATION ANNUAL REPORT

2019 SANITARY SEWER OVERFLOW REPORT:

List any sanitary sewer overflows (including reported basement backups) that occurred in 2019 (attach additional sheet if necessary): **It is a requirement of the Minnesota Pollution Control Agency (MPCA) and WLSSD that all sewage releases are reported to the Minnesota Duty Officer.

	<u>Date</u>	<u>Location</u>	<u>MN Duty Report #</u>	<u>Follow-up Actions Taken</u>
1.	None Noted			
2.				
3.				
4.				
5.				

2019 BUILDING /PLUMBING PERMITS ISSUED FOR NEW HOME CONSTRUCTION AND CONNECTIONS TO THE SANITARY SEWER SYSTEM:

- Number of Building Permits Issued for New Home Constructions: 32
- Number of Plumbing Permits Issued for New Sewer Connections: 34

CURRENT COLLECTION SYSTEM OPERATOR CONTACT

Contact Person: Glen Leibel, Bob Miller, Chris Durovec, Aron Bjonskas, Chris LaFave, Alex Youngren, Jerrie Terhaar
 Contact Phone (Office): 218-729-3640
 Contact Phone (Cell): 218-391-0065

Contact Email: psenst@hermantownmn.com

INFLOW/INFILTRATION REDUCTION ACTIVITIES COMPLETED IN 2019: *(attach additional sheet(s) if necessary)*

2019 Reduction Activity	Amount Completed	Location(s) or Basin(s)	Engineer's Estimate of I/I Reduction Achieved (GPD)	Total Funds Expended
Footing Drains Disconnected	Provide Number of Footing Drains Disconnected: <u>0</u>			
Roof Drains Identified/ Disconnected	Provide Approximate Square Feet of Roof Area Disconnected: <u>0</u>			
Service Laterals Lined/Replaced	Provide # of Laterals Lined/ Replaced: <u>4</u>	Service Lateral to O'Day Tank and equipment @ 4981 Lightning Drive fixed Sewer Clean out repair @ 4975 W. Arrowhead Rd Sewer Clean out repair @ 5006 W. Arrowhead Road Sewer Clean out repair @ 3731 Stebner Road	1000	No City Dollars expended. All on Private owner
Sanitary/Storm Cross Connections Eliminated	Provide Number Eliminated: <u>0</u>			

INFLOW/INFILTRATION REDUCTION ACTIVITES COMPLETED IN 2019 (continued):

2019 Reduction Activity	Amount Completed	Location(s) or Basin(s)	Engineer's Estimate of I/I Reduction Achieved (GPD)	Total Funds Expended
Manholes Rehabilitated or Replaced	Provide # of Manholes Rehabilitated/ Replaced: _____ 0			
Manholes Plugged or Sealed	Provide # of Manholes Plugged/Sealed: _____ 2	Repaired 2 manholes on Getchell near Hidden Creek in road way. The barrel sections were separated and leaking. We reset barrel sections and waterproofed joints on exterior w/ Mel-roll water proof membrane.	3000/ day each	\$15,000
Sewer Line Rehabilitated or Replaced	Provide # Lineal Feet Rehabilitated/ Replaced: _____			
Other Reduction Projects Completed Not Listed Above:				

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INFLOW/INFILTRATION IDENTIFICATION ACTIVITIES COMPLETED IN 2019: (attach additional sheet(s) if necessary)

2019 Identification Activity	Amount Completed	Targeted Area/ Basins	Detailed Description of Issues Identified and Timeline to Address	Total Funds Expended
Televising	<p>Provide # of Lineal Feet Televised: <u>9776</u></p> <p>Footage reviewed by: Great Lakes Pipe</p>	Bayview basin	<p>Televised Johnson, Portland, Alexander and Hermantown roads for 2020 Road Improvement plan.</p> <p>No I&I found, but there are a few repairs @ the intersection of Portland and Haines that will be made in 2020 as part of our road improvement plan</p>	\$10,625.00
Flow Monitoring	0			
Smoke Testing	<p>Provide # of Lineal Feet Smoke Tested: <u>0</u></p>			
Dye Testing	0			

Other Identification Activities Completed Not Listed Above:				
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2019 RESIDENTIAL/COMMERCIAL CONNECTION INSPECTION COMPLIANCE SUMMARY:

- **Total Number of Sewer Connections in Community:** _____

Inspection Type	Total Inspections Completed in 2019	2019 Inspections Result – <i>Compliant Properties</i>	2019 Inspections Result – <i>Properties w/ Corrections Identified</i>	Inspection Method(s)
Sump pumps and/or disconnected foundation drains	1815	34	0	Visual during utility hook up and water meter installation
Sewer service laterals	278	0	278	

SUMMARY OF KEY COLLECTION SYSTEM MAINTENANCE/REPLACEMENT ACTIVITIES:

- Summarize key system maintenance/replacement activities completed during 2019 to improve or maintain the integrity of the collection system (e.g., system cleaning). If none, write “None”.

- **Continued our systematic sectional cleaning of our sanitary lines. In 2019 we cleaned 15, 14, west 1/2 of 13 and our "Grease" corridor**
- **Continued having Braun do our FOG inspections in 2019**
- **Cleaned all lift stations 2 times during year**

INFLOW AND INFILTRATION QUANTITATIVE PEAK FLOW ANALYSIS

- Utilizing the precipitation and flow data supplied monthly by WLSSD, provide an analysis of peak flow increase or reduction achieved based on I/I reduction activities carried out in 2019 with comparisons made between 2018 and previous years.
- **The repairs and corrections we have done to date do not show a significant impact on our peak flows**

SANITARY SEWER USE ORDINANCE:

- The WLSSD Inflow and Infiltration Ordinance requires individual municipal sewer service lateral and sump pump or foundation drain programs to be enforceable no later than February 15, 2020. Attach a copy of the section of the current sewer use ordinance for your community that addresses service lateral and sump pump or foundation drain compliance.

INFLOW AND INFILTRATION PUBLIC AWARENESS/EDUCATION EFFORTS:

- Describe or attach any educational information, informational meetings or presentations provided to the public concerning inflow and infiltration over the past 12 months.

None sent directly

COLLECTION SYSTEM/BASIN MAP

- Attach a current recent map/diagram of the community sanitary sewer collection system if any changes to the system in the past 12 months.

None noted in 2019

CAPITAL IMPROVEMENTS PLAN (CIP)

- If applicable, attach the section of the Capital Improvement Plan (CIP) for your community with regard to wastewater utilities that identifies future capital projects and schedule.

Section 24 trunkline that you are aware of and the Ugstad # lift station that is being installed now

COMMUNITY DEVELOPMENT PLANS:

- Provide a brief narrative describing any substantial commercial, industrial, or residential developments or major sewer extensions that could occur within the next 12 months that could result in significant increases of wastewater flows along with which sewer basins would be impacted.

- **Section 24 Trunk sewer- Bayview basin**
- **Corner of Ugstad Rd & Hwy 53- possible 140 units of residential- Bayview Basin**
- **Hermantown Market place- 1-2 new buildings of commercial usage**
- **Corner of Lavaque & Maple Grove road- Assisted living facility- 135 beds approx. Bayview Basin**
- **Peyton Property 60 homes possible over the next 2-4 years- Bayview basin**
-

SECTION II: 2020 INFLOW AND INFILTRATION REDUCTION WORK PLAN

2020 PLANNED INFLOW AND INFILTRATION REDUCTION/IDENTIFICATION ACTIVITIES: (attach additional sheet(s) if necessary)

Project	Project Type (select one)	Description of Project Need and Location/Basin	Amount Budgeted/Cost Estimate	Engineer's Estimate of I/I Reduction (GPD)
I&I inflow spikes in Bayview Basin along trunkline corridor	Reduction or Identification	Visually inspect all manholes along the Basin to see if any or how many have infiltration into manholes from runoff or major rain events	\$ 7,500	0
Fix manholes in this basin that have inflow due to rain events or spring melt	Reduction or Identification	Fix manholes in Bayview basin that are noted by above process to have I&I	Unknown	Unknown
	Reduction			

	or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			

2020 PLANNED INFLOW AND INFILTRATION REDUCTION/IDENTIFICATION ACTIVITIES (continued):

Project	Project Type (circle one)	Description of Project Need and Location/Basin	Amount Budgeted/Cost Estimate	Engineer's Estimate of I/I Reduction (GPD)
	Reduction or Identification			
	Reduction or Identification			

	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			
	Reduction or Identification			

SECTION III: 2019 – 2020 Fats, Oils and Grease (FOG) Program Summary

• **SUMMARY OF 2019 FOG INSPECTIONS:**

- A. In the table below, provide a summary of inspection activities and findings; including any non-compliant facilities (attach additional sheet(s) if necessary).
- B. Attach copies of completed inspection forms for each facility inspected in 2019
 - a. Please see attached Braun Report. Braun is a subcontractor to the City of Hermantown.

FOG Generator Name	Date of Inspection(s)	Inspector	FOG Equipment in Place?	Type of Equipment in Place	FOG Quantity Generated	Generator in Compliance with FOG
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20-003U

			(YES/NO)	(Grease Trap/Grease Interceptor/None)	(High/Medium/ Low)	Ordinance (YES/NO)

- SUMMARY OF 2019 FOG INSPECTIONS (Continued):

FOG Generator Name	Date of Inspection(s)	Inspector	FOG Equipment in Place? (YES/NO)	Type of Equipment in Place (Grease Trap/Grease Interceptor/None)	FOG Quantity Generated (High/Medium/ Low)	Generator in Compliance with FOG Ordinance (YES/NO)

20-003U

COMMUNITY FOG GENERATOR INVENTORY:

- Provide or attach an updated list of known FOG generators within your community and their current compliance status with local ordinance requirements regulating FOG discharge.

- List is the same as 2019.
 - o On 2020 we will be reducing a few inspections that do not generate any FOG

ONGOING INSPECTIONS OF FOG ESTABLISHMENTS:

- What is the intended plan for 2020 and beyond within your community to communicate with FOG generators and to complete routine inspections to determine they are taking proper measures to prevent FOG from entering the wastewater collection system?
- Continue with Braun doing our inspections
 - o We are also going to televise our “grease” corridor and look for violators thru the sanitary end of the equation.

NEW OR EXPANDED FOG GENERATORS

- Identify (if any) new or expanded FOG generators that have occurred within your community in the past 12 months (attach additional sheet(s) if necessary).

New or Expanded FOG Generator Name	Facility Type	FOG Equipment in Place? <i>(YES/NO)</i>	Type of Equipment in Place <i>(Grease Trap/Grease Interceptor/None)</i>	FOG Quantity Generated <i>(High/Medium/Low)</i>	Generator in Compliance with FOG Ordinance <i>(YES/NO)</i>
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20-003U

Sammy's pizza	Restaurant	YES	Trap	Medium	At this time

FOG ENFORCEMENT ACTIVITIES:

- Describe enforcement actions (if any) taken against generators with regard to compliance with your FOG Ordinance, including the name of the generator, the enforcement action taken, and the end outcomes.

None noted at this time

FOG VARIANCES:

- Provide documentation for any variances granted to a FOG generating facility pursuant to section 3.1.3.H of the WLSSD FOG Ordinance. *(A municipal customer may grant a variance or conditional waiver if a FOG generating facility demonstrates to satisfaction of the municipality that any FOG discharge is negligible and will have insignificant impact on the sewer system (FOG generating facility must demonstrate that the discharge from its activities contains less than 100 mg/l of FOG.)*

20-003U

- **None noted**

FOG PUBLIC AWARENESS/EDUCATION ACTIVITIES:

- Attach copies of information distributed to residences or commercial establishments concerning FOG over the past 12 months.

To: Communication #20-004U
Subject: FW: Stormwater Penalty Removal Request

From: Sue Anderson <sue.anderson.m@gmail.com>

Date: January 19, 2020 at 1:03:45 PM CST

To: CH-John Geissler <councilorgeissler@hermantownmn.com>, CH-Gloria Nelson <councilornelson@hermantownmn.com>, CH-Natalie Peterson <councilorpeterson@hermantownmn.com>, CH-Kristi Schmidt <councilorschmidt@hermantownmn.com>, CH-Wayne Boucher <mayorboucher@hermantownmn.com>

Cc: CH-Joseph Wicklund <jwicklund@hermantownmn.com>

Subject: Stormwater Penalty Removal Request

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilors Geissler, Nelson, Peterson, Schmidt and Mayor Boucher,

I respectfully request that the \$4.20 10% late fee I incurred for not paying my initial stormwater bill by the 7/22/19 due date be removed from my account 2937-00.

I was unaware that the entire city was to be billed until shortly before receiving my first bill. I needed to do my research in order to understand what was happening and why, and I then needed time to get over my anger. I finally came to the realization that I had no choice but to pay the stormwater bill and wrote my check for \$42.00 on 9/30/19. I have since paid my second stormwater bill in a timely fashion.

Councilor Geissler, I ask that you present my request for waiver of my \$4.20 penalty fee to the Utility Commission for consideration.

Thank you.

Sincerely,

Susan M. Anderson

3959 Old Midway Rd.
Hermantown, MN 55810
218-729-6948 (home)
218-390-9124 (cell)

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

CITY OF HERMANTOWN

DATE RANGE From 06/24/2019 to 01/09/2020

15:46:48 - 02/12/2020

Transaction Description - ID Number		Fund - Service	Amount	Usage
AP-Year	Date & Time			Running Balance
Customer Name ANDERSON, DUANE & SUSAN		Account 2937-00	Route - Meter 00-NONE	
Service Address 3959 OLD MIDWAY RD				
Customer Address 3959 OLD MIDWAY RD				
City HERMANTOWN			State MN Zip 55810-9747	
CHARGE				
6-2019	06/24/2019 01:43:20 PM	603 - STORMWATER	42.00	
		Total for Transaction:	42.00	42.00
CHARGE (Penalty)				
8-2019	08/21/2019 03:32:45 PM	603 - STORMWATER LATE	4.20	
		Total for Transaction:	4.20	46.20
RECEIPT (Partial Payment) 402050				
10-2019	10/04/2019 11:04:49 AM	603 - STORMWATER	-42.00	Chk 9817
		Total for Transaction:	-42.00	4.20
CHARGE				
12-2019	12/26/2019 12:57:29 PM	603 - STORMWATER	42.00	
		Total for Transaction:	42.00	46.20
RECEIPT (Partial Payment) 409424				
1-2020	01/09/2020 11:20:46 AM	603 - STORMWATER LATE	-4.20	Chk 9838
1-2020	01/09/2020 11:20:46 AM	603 - STORMWATER	-37.80	
		Total for Transaction:	-42.00	4.20

To: Communcation #20-005U
Subject: FW: Scott mercier
Attachments: Mercier Scott - Utility Services-Layout1.pdf

From: David Bolf <david@nce-duluth.com>

Sent: Thursday, January 23, 2020 2:40 PM

To: CH-John Mulder <jmulder@hermantownmn.com>; PW-Paul Senst <psenst@hermantownmn.com>; CH-Eric Johnson <eric.johnson@hermantownmn.com>; CH-Janice Shepherd <jshepherd@hermantownmn.com>; CH-Jim Rich <jrich@hermantownmn.com>

Cc: merciers@stlouiscontymn.gov

Subject: Scott Mercier (218) 343-2025

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John, Scott Mercier called me yesterday with 2 questions.

1. Can he get some of the fill from the lift station for his property.
 - a. I told him it was wet black organics probably not worth anything. From meeting this morning it appears a lot of this was hauled off site already.
 - b. If he wanted it he need to get a fill/grading and erosion permit from the city
2. He wants to connect water and sewer for a potential future duplex.
 - a. Initially wanted to bring services out to ugstad road. After talking to paul an glen this morning there are water and sewer services at the end of twin pines street. See attached map

Where do we go from here? Probably should bring this to utility commission and draft up an agreement for connection to public utilities, if he is ready to make a commitment.

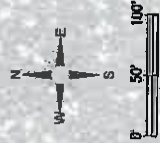
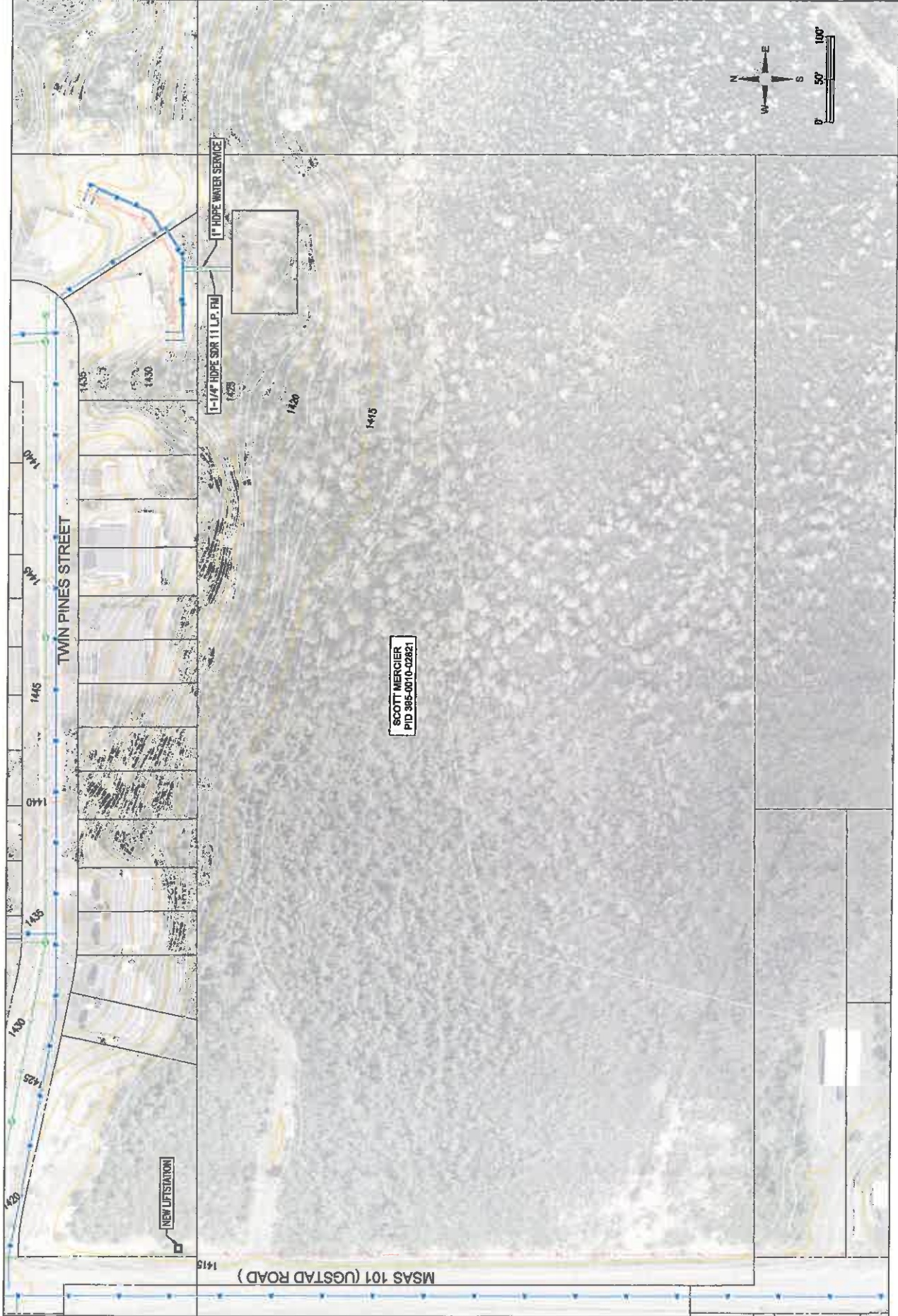
IMO, it would be best to connect to the utilities at the end of twin pines street. This could wait until scott is ready to build something.

I told scott I would get back to him on the city's process for his requests.

Thanks

David Bolf, P.E.
Principal Partner - Civil Department Manager
Hermantown City Engineer
102 South 21st Avenue West, Suite 1
Duluth, MN 55806
david@nce-duluth.com
218.727.5995 (office)
218.349.7485 (cell)
218.727.7779 (fax)





SCOTT MERCIER
 PID 395-0010-02821

Ordinance No. 2020-02

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN
CODE OF ORDINANCES BY AMENDING SECTION 920,
PUBLIC SEWERS AND PRIVATE DISPOSAL SYSTEMS, BY ADDING A NEW SECTION
920.05.1A, CERTIFICATE OF BUILDING SEWER COMPLIANCE**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to protect the health, welfare and safety of the public and the environment by requiring the reduction of unpolluted water in the sanitary sewer system owned and operated by the City of Hermantown.

Section 2. Addition to Section 920. Section 920, Public Sewers and Private Disposal Systems, of the City of Hermantown Code of Ordinances is hereby amended by adding a new Section 920.05.1A, Certificate of Building Sewer Compliance, to read as shown on Exhibit A attached hereto.

Section 3. Amendment to be Inserted in Code. After the amendment made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 920.05.1A, Certificate of Building Sewer Compliance

920.05.1A.1 Definitions. All definitions set forth in Section 920.01 are applicable to this Section 920.05.1A. In addition, the following words and phrases when used in this Section 920.05.1A and when otherwise used in this Chapter shall have the meanings ascribed to them in this Section 920.05.1A unless the context clearly requires otherwise.

920.05.1A.1.1 “Certificate of Building Sewer Compliance” means a certificate issued by the Superintendent to verify that a Building Sewer is not contributing any material amounts of unpolluted water to the Public Sewer through the Building Sewer.

920.05.1A.1.2 “Correction Notice” means the written notice issued by the Superintendent to the Owner after review of an Inspection Report advising that the Owner’s Property is not in compliance with the requirements of this Section, and notifying the Owner of corrections to Owner’s Property needed to bring it into compliance in a timely manner.

920.05.1A.1.3 “Inspection Report” means the report required to be provided to the Superintendent by the Owner pursuant to Sections 920.05.1A.4 of this Ordinance.

920.05.1A.1.4 “New Use” means the development or redevelopment of a property for a different residential, business or industrial use evidenced by the requirement of a building permit issued by the Hermantown Building Official or by other official governmental actions for such use.

920.05.1A.1.5 “Owner” means the person(s) or entities that own or hold the title to the Property served by the Public Sewer.

920.05.1A.1.6 “Owner’s Property” means the Property owned by a person who owns Property served by the Public Sewer.

920.05.1A.1.7 “Property” means the land served by a Building Sewer.

920.05.1A.1.8 “Notice to Inspect” means the written notice sent to the Owner by the Superintendent, which requires the Owner to obtain an Inspection Report and file it with the Superintendent.

920.05.1A.1.9 “Sump Pump” means the pump and discharging pipes designed to remove liquids from the Sump and discharge them away from the building foundation.

920.05.1A.2 Certificate of Building Sewer Compliance. If the Owner needs to obtain a Certificate of Building Sewer Compliance pursuant to Section 920.05.1A.3, the Owner shall complete an application for a Certificate of Building Sewer Compliance on a form prescribed by the Superintendent. At the time of application, the Owner shall pay the fees in the amount set from time to time by the City of Hermantown.

920.05.1A.3 Building Sewer – Mandatory Inspections and Testing.

920.05.1A.3.1 Events Requiring a Building Sewer Inspection. Except as provided by Section 920.05.1A.3.2, an Owner, or if applicable, all multiple Owners of a common Building Sewer, shall have the Building Sewer cleaned and inspected at the Property Owner’s expense when any of the following events occur:

920.05.1A.3.1.1 If the Superintendent sends the Owner a written Notice to Inspect for health and safety reasons, the Building Sewer must be cleaned and inspected not later than the 180th day after the date the Notice to Inspect is provided to the Owner.

920.05.1A.3.1.2 Upon a determination by the Superintendent that the Owner of a structure with a new or existing connection to the Public Sewer must pay a Capacity Availability Fee as a result of a new use or anticipated wastewater flow increase calculated in accordance with the *WLSSD Capacity Availability Fee Procedures Manual* in effect at the time of the calculation.

920.05.1A.3.1.3 Upon the proposed sale or the proposed transfer of title in Owner's Property, or substantial change in use in the Property, the Owner shall obtain a Building Sewer inspection.

920.05.1A.3.1.4 Upon repair or replacement of any portion of a Building Sewer.

920.05.1A.3.2 Exceptions. The following are exceptions to the Building Sewer inspection requirements provided in Sections 920.05.1A.3.1.1 through 920.05.1A.3.1.4:

920.05.1A.3.2.1 Structures that were constructed ten (10) years or less prior to any event listed in Sections 920.05.1A.3.1.3;

920.05.1A.3.2.2 Structures that have a Building Sewer that was replaced, relined or installed within ten (10) years prior to the event listed in Sections 920.05.1A.3.1.3;

920.05.1A.3.2.3 Structures not connected to the Public Sewer; or

920.05.1A.3.2.4 The Owner replaces or relines the Building Sewer upon the occurrence of one of the events in Sections 920.05.1A.3.1.12 through 920.05.1A.3.1.4 and provides evidence of such replacement or repair satisfactory to the Superintendent.

920.05.1A.4 Building Sewer – Inspection Report – Requirements.

920.05.1A.4.1 Report Required. If an Owner is required to have an inspection performed for the Building Sewer under Sections 920.05.1A.3.1.1 through 920.05.1A.3.1.4, or voluntarily has an inspection conducted for the Building Sewer, an Inspection Report must be provided to the Superintendent in the form set forth herein. The Inspection Report shall be prepared in a format acceptable to the Superintendent. An Inspection Report is not required if the Owner relines or replaces the entire Building Sewer after the inspection, and provides written evidence to the Superintendent proving that the relining or replacement was properly completed.

920.05.1A.4.2 Inspection Report Standards. The Building Sewer Inspection Report required by Section 920.05.1A shall be prepared in accordance with the following requirements and specifications.

920.05.1A.4.2.1 The Inspection Report shall be prepared by a licensed plumber;

920.05.1A.4.2.2 The Inspection Report shall identify all of the following:

920.05.1A.4.2.2.1 Any and all defects that could allow unpolluted water into the Building Sewer or otherwise create a maintenance issue in the Public Sewer, including all of the inspection criteria listed in Section 920.05.1A.4.3.

920.05.1A.4.2.2.2 Whether any connection, by pipes or otherwise, allows unpolluted water to enter the Building Sewer or Public Sewer.

920.05.1A.4.2.2.3 Date of the inspection.

920.05.1A.4.2.2.4 Name of the person conducting the inspection, the license number of such person and the business employing the person.

920.05.1A.4.2.2.5 A certification that the inspection of the Building Sewer was conducted using televised video, or an alternate inspection method approved by the Superintendent.

920.05.1A.4.2.2.6 A certification that no floor, roof, foundation and/or surface drains are physically connected to the Building Sewer.

920.05.1A.4.2.2.7 A certification that the Building Sewer was thoroughly cleaned prior to the inspection.

920.05.1A.4.2.2.8 If necessary, a recommended method for repair of the Building Sewer to eliminate any unpolluted water from entering into the Public Sewer.

920.05.1A.4.3 Building Sewer Inspection Criteria. A Property complies with the provisions of this Section 920.05.1A if the inspection verifies all of the following conditions:

920.05.1A.4.3.1 The Building Sewer is free of roots, grease deposits, and other solids, which may impede or obstruct the transmission of sewage.

920.05.1A.4.3.2 There are no improper or illegal connections to the Building Sewer such as sump pumps, down spouts or area drainage facilities.

920.05.1A.4.3.3 All joints in the Building Sewer are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water and rain water.

920.05.1A.4.3.4 The Building Sewer is free of structural defects, cracks, breaks, or missing portions and the grade is reasonably uniform without major sags or offsets.

920.05.1A.5 Compliance and Expiration.

920.05.1A.5.1 Once a Certificate of Building Sewer Compliance is issued, that Building Sewer shall not require inspection for a period of ten (10) years from the date of issuance unless the Superintendent has reason to believe the Building Sewer is in a defective condition.

920.05.1A.5.2 A Certificate of Building Sewer Compliance is valid to be used for the transfer of the Property.

920.05.1A.6 Correction Notice.

920.05.1A.6.1 If an Inspection Report discloses that the use of the Property is not in accordance with the provisions of Section 920, a Correction Notice may be issued by the Superintendent requiring corrections to the Property to bring it in to compliance. The corrections must be completed within the time specified in the Correction Notice no later than 180 days from the date of the Correction Notice. Upon proof of satisfactory completion of the corrections, a Certificate of Building Sewer Compliance shall be issued.

920.05.1A.6.2 A Correction Notice may be issued by the Superintendent permitting transfer of title of the Property if the following conditions are met:

920.05.1A.6.2.1 An agreement by the Owner and transferee has been executed and, whereby the Owner and transferee agree to complete corrections to the Property necessary to bring it within compliance of the provisions of Section 920 within one hundred eighty (180) days of the transfer of Property, and

920.05.1A.6.2.2 Security to ensure completion of any corrections to the Property must be deposited with the closing agent in the form of an escrow, or with the City of Hermantown when a closing agent is not involved, at the time of property transfer or closing. Security must be in an amount at least equal to 150% of the retail value of the work necessary for compliance as determined by the City Superintendent. The escrow must be fully maintained until a Certificate of Building Sewer Compliance is issued. If the City of Hermantown is escrowing the funds, upon completion of the repairs, the unused portion of the escrowed money shall be refunded to the Property buyer/transferee and/or seller/transferor in the proportions upon which they mutually agree. If a closing agent is used, the closing agent shall certify the escrow to the City of Hermantown along with a copy of the written agreement between the Property seller/transferor and the buyer/transferee regarding their mutual agreement as to responsibility for completion of the necessary repairs.

920.05.1A.6.2.3 The Owner and any real estate agents involved in the transaction are responsible for disclosing the Correction Notice to the buyer/transferee and all other persons or entities involved in the transaction. Responsibility for repairing any non-conformance with the sanitary sewer service regulations runs with the land and is not only an obligation of the seller/transferor but is also an obligation of the buyer/transferee of the Property.

920.05.1A.6.2.4 The Correction Notice is recorded with the County Recorder or Registrar of Titles Office, as the case may be.

920.05.1A.7 Failure to Comply; Penalty.

920.05.1A.7.1 Owners not in compliance with this Section 920.05.1A will be charged a monthly surcharge in an amount established from time to time by the City Council.

920.05.1A.7.2 A surcharge in an amount set by separate resolution of the City Council is hereby imposed and added to every sewer billing to Owners who are not in compliance with the provisions of this Section 920.05.1A. The surcharge shall be levied monthly on properties not complying with the provisions of this Section 920.05.1A. This charge shall cease when the Property has been inspected and a Certificate of Building Sewer Compliance is issued by the Superintendent.

920.05.1A.7.3 The City may also enforce the terms of this Section 920.05.1A in any manner it deems appropriate as allowed by applicable law.

920.05.1A.7.4 A violation of the provision of this Section 920.05.1A.7.4 is a misdemeanor.

~~1/24/20~~

Customer Name: BEL AIR MHP LLC

Account: 0500-00

Route - Meter: 13-0500

From 1-2019 to 2-2020

Service Address: 4442 LAVAQUE RD

Mtr Id - Type - Size: 1553721 B

4.00"

Meter Serial #:

(Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
02-2020	27160000	02/03/2020	190000	520000	HANDHELD
01-2020	26970000	01/03/2020	330000	330000	HANDHELD
12-2019	26640000	12/04/2019	90000	1290000	HANDHELD
11-2019	26550000	11/04/2019	100000	1200000	HANDHELD
10-2019	26450000	10/04/2019	90000	1100000	HANDHELD
09-2019	26360000	09/06/2019	110000	1010000	HANDHELD
08-2019	26250000	08/05/2019	110000	900000	HANDHELD
07-2019	26140000	07/03/2019	100000	790000	HANDHELD
06-2019	26040000	06/05/2019	110000	690000	HANDHELD
05-2019	25930000	05/06/2019	100000	580000	HANDHELD
04-2019	25830000	04/04/2019	150000	480000	HANDHELD
03-2019	25680000	03/05/2019	100000	330000	HANDHELD
02-2019	25580000	02/04/2019	120000	230000	HANDHELD
01-2019	25460000	01/03/2019	110000	110000	HANDHELD

1/24/20 Gayle Ankarlo, On-Site Manager (218) 590-3219 called to inform us they found the watermain break under one of the trailer homes and it has now been repaired. She is requesting a discount on sewer since it did not go down the sewer system (verified by Bob, Public Works).

The discount would be as follows based on average usage of 110,000 gallons for January & February:

Average Usage Charges

Jan - 110,000 x \$9.90 = \$1,089.00

Feb - 110,000 x \$9.90 = \$1,089.00

Total: \$2,178.00

Actual Usage Charges

Jan - 330,000 x \$9.90 = \$3,267.00

Feb - 190,000 x \$9.90 = \$1,881.00

Total: \$5,148.00

Recommended Discount

\$5,148.00

(-) \$2,178.00**\$2,970.00 Credit**

Communication #20-008U

From: Allen Mensinger
Sent: Thursday, February 13, 2020 4:19 PM
To: CH-Janice Shepherd
Subject: Acct #1200-00

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

Thanks for getting back to me. Please find the outdoor faucet as I found it after I received the water bill. The faucet had been shut off since fall. It is unclear what turned it on however it is proximal to two other utility meters and perhaps it was accidentally hit during a manual reading (not of the water). I would appreciate any assistance you can provide on this unusually large bill. Also, if you can approximate the date that the water usage increased, I would like to correlate that with the other utility readings

Thank you for your assistance on this.

AI

02-2020	140700	02/03/2020	50400	103900 HANDHELD
01-2020	90300	01/03/2020	53500	53500 HANDHELD
12-2019	36800	12/04/2019	6000	36800 HANDHELD
11-2019	30800	11/04/2019	>3400	30800 HANDHELD
10-2019	27400	10/04/2019	>2700	27400 HANDHELD
09-2019	24700	09/06/2019	>3100	24700 HANDHELD

Average Usage Charges

2/1 - 3,100 Gallons x \$9.90 = \$30.69
3/1 - 3,100 Gallons x \$9.90 = \$30.69

Actual Usage Charges

2/1 - 53,500 Gallons x \$9.90 = \$529.65
3/1 - 50,400 Gallons x \$9.90 = \$498.96

Total: \$61.38

Total: \$1,028.61

Recommended Discount

\$1,028.61
(-) \$ 61.38

\$967.23 Sewer Credit

