Hermantown City Council Meeting – July 6, 2020

Because attendance at the regular meeting location is not entirely feasible due to the health pandemic, Hermantown's July 6, 2020 City Council Meeting, as well as Pre-Agenda Meeting, will be conducted remotely with limited access to Council Chambers. People can attend in person, but will be expected to follow social distancing guidelines.

Both meetings will utilize the platform "Zoom" – which allows the public to view and/or hear the meeting from their phone or computer. Attendance is allowed at City Hall, with social distancing guidelines to be followed.

The 6:30 p.m. City Council Meeting will be available at:

https://us02web.zoom.us/j/87138687049?pwd=b2s4TFZETDNpNFlhMGU1RStKYlhZZz09

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 871-3868-7049 and the password 564938.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "July 6, 2020 Meeting." It is important to note that all comments regarding the July 6, 2020 meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- It is a challenging situation for all of us, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available at:

https://us02web.zoom.us/j/84279797927?pwd=OG11eDZGV1YrWU5XMksyV0FKTzVxQT09

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number 842-7979-7927 and the password 788397. Public comment is not a factor in the pre-agenda meeting, but the public is invited to listen to this meeting.

City of Hermantown Minnesota
5105 Maple Grove Road
Hermantown, MN 55811

AGENDA

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

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

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

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

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

Order of discussion

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

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

CITY OF HERMANTOWN
AGENDA

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS *(Council Members may make announcements as needed.)*

5. PUBLIC HEARING – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*

6. COMMUNICATIONS

A. **2020-112** Mike Marshall, Chief HVFD
TO: City Council
RE: Budget Submittal for 2021

B. **2020-113** Paul Senst, Public Works Director
TO: Mayor & City Council
RE: Lindahl Road Bridge Closure

C. **2020-114** Kristi Schmidt
TO: Mayor & City Council
RE: Resignation

7. PRESENTATIONS *(Department Heads may give reports if necessary.)*

A. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
RE: Budget Revision

B. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
RE: 2021 Personnel Budget

C. Joe Wicklund, Communications Manager *(Pre-Agenda Only)*
RE: Emergency Communications

D. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: Update – Essentia Wellness Center

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

E. David Bolf, City Engineer *(Pre-Agenda Only)*
RE: Sundby/Swan Lake Road Improvement

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*

9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*

A. **Minutes** - Approval or correction of June 15, 2020 City Council Continuation Minutes
B. **Accounts Payable** – Approve general city warrants from June 15, 2020 through June 30, 2020 in the amount of $1,084,980.57

(motion, roll call)

10. **MOTIONS**

11. **ORDINANCES**

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

A. **2020-88** Resolution Of The City Of Hermantown Adoption Of The St. Louis County All-Hazard Mitigation Plan

(motion, roll call)

B. **2020-89** Resolution Approving Final Plat Of Peyton Acres And Imposing Conditions On Final Plat

(motion, roll call)

C. **2020-90** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between The Hermantown Volunteer Fire Department, Inc. And The City Of Hermantown For The Calendar Year 2020

(motion, roll call)

D. **2020-91** Resolution Approving Special Use Permit For The Grading And Filling Within A Shoreland Overlay Zoning District

(motion, roll call)

E. **2020-92** Resolution Approving Wetland Replacement Plan For Todd Pelkey, Duluth Sod

(motion, roll call)

F. **2020-93** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Utility Service Agreement With Titan Premier

(motion, roll call)

G. **2020-94** Resolution Appointing Election Judges For The Primary Election of August 11, 2020

(motion, roll call)

H. **2020-95** Resolution Approving Pay Request Number 4 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of $654,831.60

(motion, roll call)

I. **2020-96** Resolution Approving Pay Request Number 2 For 2020 Road Improvement District No. 531 & No. 532 To Ulland Brothers, Inc. In The Amount Of $226,719.92

(motion, roll call)

13. RECESS

DATE: 2020

TO: City Council Members

FROM: John Mulder, City Administrator

RE: Correspondence

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

JM

6/10/2020	20-103	Eric Johnson, Community Development Director	Board of Appeals & Adjustments	Variance, Bryan Hanson, 4966 Thompson Rd.	6/9/2020
6/15/2020	20-104	Marianne Bohren, WLSSD	John Mulder, City Administrator	Extension of Capacity Allocation Permits	6/11/2020
6/18/2020	20-105	Eric Johnson, Community Development Director	Planning & Zoning Commission	CIDP, Fresenius, 41xx Richard Ave.	6/16/2020
6/18/2020	20-106	Eric Johnson, Community Development Director	Planning & Zoning Commission	SUP, Duluth Sod, 3688 Midway Rd.	6/16/2020
6/18/2020	20-107	Eric Johnson, Community Development Director	Planning & Zoning Commission	WRP, Duluth Sod, 3688 Midway Rd.	6/16/2020
6/18/2020	20-108	Eric Johnson, Community Development Director	Planning & Zoning Commission	Peyton Acres Final Plat, 3956 Stebner Rd.	6/16/2020
6/18/2020	20-109	Eric Johnson, Community Development Director	Planning & Zoning Commission	CIDP, Vireo Health, 4960 Miller Trunk Hwy, Ste. 300	6/16/2020
6/23/2020	20-110	Marianne Bohren, WLSSD	MN Pollution Control Agency	Discharge Monitoring Report	6/18/2020
6/23/2020	20-111	League of Minnesota Cities	Wayne Boucher, Mayor & John Mulder, City Administrator	Membership Fees	6/19/2020
6/26/2020	20-112	Mike Marshall, Chief HVFD	City Council	HVFD Budget Submittal for 2021	6/26/2020
6/29/2020	20-113	Paul Senst, Public Works Director	Mayor & City Council	Lindahl Road Bridge Closure	6/25/2020
6/30/2020	20-114	Kristi Schmidt, Councilor	Mayor & City Council	Resignation	6/26/2020

HERMANTOWN VOLUNTEER FIRE DEPARTMENT

5111 MAPLE GROVE ROAD
HERMANTOWN, MN 55811
OFFICE: 729-3661
FAX: 729-3662
hermantownfire@hermantownmn.com

MEMBER OF:
MN FIRE DEPARTMENT ASSOCIATION
LAKEHEAD ASSOCIATION
FIRE CHIEFS ASSOCIATION

To: Hermantown Minnesota City Council
Subject: Hermantown Volunteer Fire Department (HVFD) Budget Submittal for 2021.
Date: June 26,2020

Members of the Hermantown City Council,

This letter is the submittal of the budget plan for the 2021 contract year for the city of Hermantown Minnesota with the HVFD. We are providing the HVFD budget categories and anticipated spending for the year 2021. As part of the city budgeting process we are delivering this to you in formal letter form, prior to August 1, 2020. The categories listed in the attached table reflect our annual budget formatting that has been in place over the last several years. This budget submittal is following the contract that was signed in 2020 with the HVFD for a value of $516,000. There is a planned increase in funds for operating costs and equipment for the HVFD in 2021.

The contract value for the year 2020 included the Fire relief pension payments and the Minnesota workers compensation insurance to be paid by the HVFD through our contract. The value of the relief pension payments remain the same in 2020. Increases due to insurance and duty crew with equipment maintenance costs will raise the overall operating costs of the department. We have adjusted the 2021 budget to include these costs. This makes a projected budget for the HVFD in 2021 to be **$648,000**. We currently have been operating with annual city audits of the spending of our department as part of our contract with the city. The information from the audits gives a clear picture to the city as to where the HVFD spends the funds provided by the city.

The HVFD is not a city department and is under contract to the city to provide fire and emergency medical services. We have provided this information to assist the city in developing their departmental budgets for the year 2021.

HVFD Previous Year's Budget Comparison

BUDGET	2015	2016	2017	2018	2019	2020	2021	BUDGET
Payroll	$120,000	$128,500	$132,000	$131,800	$131,800	$131,800	$150,000	Payroll
Duty Crew	$0	$0	$70,200	$70,200	$70,200	$185,000	$100,000	Duty Crew
Dues	$1,500	$1,500	$3,000	$3,000	$3,000	$3,000	$3,000	Dues
Recruitment	$0	$0	$5,000	$4,000	$4,000	$4,000	$4,000	Recruitment
Equipment Repair	$35,000	$35,000	$40,000	$40,000	$40,000	$43,000	$50,000	Equipment Repair
Fuel	$10,000	$8,500	$8,000	$8,500	$8,500	$10,000	$13,000	Fuel
Insurance	$15,000	$15,000	$31,500	$31,500	$31,500	$33,000	$36,000	Insurance
New Equipment	$60,000	$50,000	$60,000	$50,000	$50,000	$50,000	$75,000	New Equipment
EMS	$5,500	$6,000	$8,000	$8,000	$8,000	$9,000	$15,000	EMS
Hall Supplies	$12,000	$12,000	$12,000	$12,000	$12,000	$14,000	$14,000	Hall Supplies
Training	$21,500	$20,000	$15,000	$15,000	$15,000	$15,000	$15,000	Training
Communications	$20,000	$10,000	$10,000	$10,000	$10,000	$15,000	$15,000	Communications
Fire Prevention	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	Fire Prevention
Health & Welfare	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	Health & Welfare
Uniform	$5,000	$5,000	$5,000	$9,500	$9,500	$9,500	$14,000	Uniform
HVFD Relief Pension	$0	$0	$25,000	$25,000	$25,000	$25,000	$25,000	HVFD Relief Pension
Long Range Equipment	$64,500	$78,500	$72,800	$78,500	$78,500	$89,800	$100,000	Long Range Equipment
Health - Physicals	$0	$0	$0	$14,000	$14,000	$14,000	$14,000	Health - Physicals
Total	**$375,000**	**$375,000**	**$502,500**	**$516,000**	**$516,000**	**$516,000**	**$648,000**	**Total**

Submitted,

Mike Marshall
Chief HVFD

CC: file

City Council Agenda Report
July 6, 2020

Communication
Agenda Item: 6-B

TO: Mayor & City Council

FROM: Paul Senst
Public Works Director

DATE: **June 25, 2020** **Meeting Date:** **7/6/20**

SUBJECT: **Lindahl Road Bridge Closure** **Agenda Item: 6-B** **Communication**

REQUESTED ACTION

Approve the closure of the Lindahl Road Bridge effective immediately

BACKGROUND

At the March 2, 2020 City Council meeting, a resolution was approved ordering the removal of the Lindahl Road Bridge over Midway River and creating a dead end at that location. (see attached Resolution 2020-35). While the road remains open, a bridge inspection was completed and further deficiencies in the bridge were found which would require maintenance work to the bridge. It is our recommendation to close the bridge to traffic immediately and install barricades and signage to warn of the bridge being closed and the road(s) now becoming a dead end. Staff does not feel that putting any labor and material into a bridge that is going to be removed in approximately 9 months makes any fiscal sense.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution 2020-35

Resolution No. 2020-35

RESOLUTION ORDERING THE REMOVAL OF THE LINDAHL ROAD BRIDGE OVER MIDWAY RIVER AND CREATING A DEAD END AT THAT LOCATION

WHEREAS, the City of Hermantown ("City") has been granted the authority by Minnesota Statutes § 412.221, Subd. 6 to maintain and control the streets within its jurisdiction; and

WHEREAS, City has received and approved a preliminary engineering report for the proposed bridge removal located on Lindahl Road over Midway River and create a dead end at that location ("Project"); and

WHEREAS, City held a public hearing on the Project on December 16, 2019; and

WHEREAS, City deems it advisable and necessary to proceed with the Project; and

WHEREAS, after due consideration the Council believes it is in the best interests of the City of Hermantown to proceed further with the Project; and

WHEREAS, the next step in the process is to have the City Engineer prepare final plans and specifications for such Project; and

WHEREAS, the City Council desires that the City Engineer proceed to prepare such plans and specifications.

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

1. The Project is in the public interest.

2. The Project is hereby ordered as proposed.

3. The City Engineer is hereby authorized and directed to complete final plans and specifications for the Project.

4. Upon completion of such final plans and specifications, the City Engineer is requested to present them to the City Council for approval and authorization for bidding.

5. The City reasonably expects to finance the Project from an issue of tax-exempt bonds. In advance of issuance of the bonds it will be necessary for the City to temporarily finance certain costs of the Project by using either working capital or cash reserves, which are needed for other purposes. The City reasonably expects to reimburse itself from the proceeds of the bonds within eighteen (18) months after the date the Project is paid from such working capital or cash reserves.

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 was declared duly passed and adopted March 2, 2020.

City of Hermantown Minnesota

June 26, 2020

Mayor Wayne Boucher
Councilor John Geissler
Councilor Gloria Nelson
Councilor Natalie Peterson
City Administrator John Mulder

Dear Colleagues,

It is with sincere gratitude and a heavy heart that I write this letter of resignation, to be effective at the end of the city council meeting on Monday, July 6, 2020. My husband, Brian, and I have decided to downsize and after 21 years in the community are moving out of the city limits of Hermantown. Because of that, I am no longer eligible to serve on the Hermantown City Council.

Being elected to the city council back in November 2016 and having the opportunity to serve the community for the past 3-1/2 years has been a dream come true. We have a long list of accomplishments to be proud of during my time on the council: the Financial Management Plan, the Road Improvement Plan, the development and launch of the new brand and website, new ball fields, the development of our parks and trails, Hermantown Marketplace, HEDA's mission and action plan, two new fire halls, several key commercial and housing developments, the spur trunk line, being the first community north of the Twin Cities to pass Tobacco 21 and – after hundreds of meetings and years of planning – the opening of the Essentia Wellness Center.

Our team of elected officials and city staff works so well together. Even when we don't necessarily agree, we talk through the issues with respect for one another always wanting what's best for our community.

It has been a pleasure to work with you and an honor to serve the residents of the community of Hermantown. I thank everyone for your confidence in me and wish you and the City of Hermantown all the best in the days and years ahead. I will miss working with you all - every day – and wish you the very best as you continue the work to move Hermantown forward.

Warmest Regards,

Kristi Schmidt

cc: Joe Wicklund, Communications & Community Engagement Director
Joe Peterson, Chair, Planning & Zoning Commission

TO: Mayor & City Council

FROM: Kevin Orme, Director of Finance & Administration

DATE:	**June 16, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Budget Revision**	**Agenda Item: 7-A**	**Presentation**

REQUESTED ACTION

No action required – update only

BACKGROUND

Due to the current economic recession and COVID-19, on May 18th we recommended to you various 2020 budget cuts. These were not formalized into a budget amendment but we made immediate decisions knowing we may need to pivot multiple times during the rest of 2020 as circumstances and updated facts become available.

We initially recommended the attached "original amount" column cuts to our 2020 General Fund budget. These cuts would offset a 9-10% reduction in the amount of property taxes received. Our first half property tax payment is scheduled to be received in early July. Our updated information from the County shows the projected reduction in the 3% to 4% range.

Because the projected reduction is less than our original planned cuts, we have added a column to the attached called "Revised". The amounts in this column are still cuts, but reduced amounts than originally planned. As you can see on page two the cuts now total $317,374. Again, we may need to pivot and either increase or decrease this number as the rest of 2020 unfolds. We are not recommending formalizing these cuts into a budget amendment at this time.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Budget Cuts - Revised

City of Hermantown
2020 Budget Cuts

Item Description	Original Amount	Revised	Department
Community Relations	740	740	Admin/Finance
Contracted Services	3,200	3,200	Admin/Finance
Dues	1,000	1,000	Admin/Finance
Legal Notices	900	-	Admin/Finance
Miscellaneous	100	100	Admin/Finance
Office	500	-	Admin/Finance
Postage	200	200	Admin/Finance
Printing Supplies	800	-	Admin/Finance
School/ Conference	2,000	2,000	Admin/Finance
Travel	3,500	3,500	Admin/Finance
Attorney	5,000	2,500	City Attorney
ARDC Contract	22,450	22,450	Community Development
Computer Software	6,500	-	Community Development
Dues	1,500	500	Community Development
GIS employee	70,000	70,000	Community Development
Office Supplies	350	350	Community Development
Printing Supplies	400	-	Community Development
School/ Conference	750	750	Community Development
Travel	250	250	Community Development
Fire Department Contract	12,900	-	Fire Department
General Supplies City Hall	1,000	-	Inspection
Maintenance Community Building	500	-	Inspection
Uniforms	250	250	Inspection
Community Relations	1,500	1,500	Police Department
Training	4,500	4,500	Police Department
Travel	5,000	5,000	Police Department
Equipment Maintenance	1,000	1,000	Police Department
Fuel	11,000	11,000	Police Department
Gun Supplies	2,500	2,500	Police Department
Legal	12,000	12,000	Police Department
Overtime	50,000	30,000	Police Department
Miscellaneous	1,500	-	Police Department
Additional Police officer	53,688	53,688	Police Department
Maternity Leave - Employee	6,000	6,000	Police Department
Office Equipment	3,750	3,750	Police Department
Office Supplies	350	350	Police Department
Personnel Testing	1,485	1,485	Police Department
Vehicles	99,000	49,500	Police Department
Uniforms	3,000	3,000	Police Department
Truck	59,500	-	Public Works
Cemetery Contracted Services	5,000	5,000	Public Works
Chloride on Gravel Roads	20,000	-	Public Works

Engineering	7,000	7,000	Public Works
Gravel	30,000	-	Public Works
Loberg Bumps	(22,000)	(26,000)	Public Works
Contracted Services	8,000	-	Public Works
Land Repairs at Parks	8,000	-	Public Works
Air Handler for Shop	10,000	10,000	Public Works
Building Maintenance (Garage)	1,000	1,000	Public Works
Office Equipment	1,000	1,000	Public Works
Personnel Testing	500	500	Public Works
School/ Conference	500	500	Public Works
Summer Temporary Help	25,311	25,311	Public Works
Total	**544,874**	**317,374**	
10% of Property Tax Revenue	**548,193**		

TO:	Mayor & Council		
FROM:	Kevin Orme – Finance Director		
DATE:	June 16, 2020	**Meeting Date:**	**7/6/20**
SUBJECT:	**2021 Personnel Budget**	**Agenda Item: 7-B**	**Presentation**

REQUESTED ACTION

No action required – information only

BACKGROUND

As we begin the 2021 budget process, we want to present the attached preliminary Staffing Report. The attached includes an estimated 10% health insurance increase and two potential retirements. The overall net payroll increase on the attached is 6.08% which includes adding the police investigator than was scheduled for 2020 in our Financial Management Plan. For context, last year the overall personnel increase was 8%.

We also are investigating the possibility of changing our current GIS staff position to a Project Manager/Engineer position. By utilizing some money currently being spent on planning and engineering, we could change the current GIS position to one that would be paid similar to a Department Head position without costing the City any additional dollars.

These attached numbers are preliminary. This staffing plan will come back to you later this year as part of the overall approval of the 2021 budget.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

2021 Staffing Report

City of Hermantown - 2021

Department	Dept #	Salary	Retirement	Health	Other	Total Fringe	2021 Total Salary and Fringe	2020 Total Salary and Fringe	Difference
Council	101-411100	28,800	1,113	-	3,893	5,006	33,806	33,832	(26)
Mayor	101-413100	9,600	501	-	961	1,462	11,062	11,077	(15)
Elections	101-414100	-	-	-	-	-	-	20,917	(20,917)
Administration/Finance	101-415300	401,990	32,151	90,771	34,137	157,060	559,049	520,602	38,447
Community Development	101-419100	184,746	13,856	60,401	15,636	89,894	274,639	222,474	52,165
City Hall Maintenance	101-419901	71,900	3,036	19,119	6,272	28,426	100,326	76,965	23,361
Police	101-421100	1,680,603	274,949	501,216	86,246	862,411	2,543,014	2,346,832	196,182
Fire Hall	101-422901	18,855	934	5,883	1,545	8,362	27,217	20,134	7,083
Building Inspection	101-424100	108,702	8,673	33,432	9,287	51,392	160,094	154,779	5,315
Street	101-431100	211,308	16,108	74,525	32,230	122,863	334,171	323,395	10,776
Garage	101-431901	14,402	960	4,931	1,851	7,743	22,145	20,045	2,100
Parks	101-452100	40,649	897	2,078	5,224	8,198	48,846	48,546	300
Community Building	101-452200	9,428	467	2,941	773	4,181	13,608	10,069	3,539
Cemetery	101-490100	4,468	96	398	570	1,064	5,532	5,408	124
Subtotal General Fund		2,785,450	353,741	795,695	198,624	1,348,060	4,133,510	3,815,075	318,435
Cable TV Fund	260-456101	4,165	328	906	347	1,581	5,745	5,576	169
Water Fund/Dist	601-494300	173,588	13,149	72,063	20,172	105,384	278,971	264,327	14,644
Water Fund/Admin	601-494400	82,426	6,390	20,002	6,924	33,316	115,741	120,471	(4,730)
Sewer Fund/Maint	602-494500	128,069	9,709	52,944	14,958	77,611	205,680	194,875	10,805
Sewer Fund/Admin	602-494900	72,645	5,630	18,061	6,114	29,805	102,450	107,393	(4,943)
Storm Water	603-441100	65,634	5,053	19,197	6,880	31,129	96,763	96,508	255
HEDA	230-465100	25,572	1,901	4,562	1,865	8,328	33,900	32,959	941
Total Personnel		**3,337,547**	**395,901**	**983,430**	**255,883**	**1,635,214**	**4,972,762**	**4,637,184**	**335,578**

City Council Report
July 6, 2020 Presentation

TO:	Mayor & City Council		
FROM:	Joe Wicklund, Communications & Community Engagement Mgr.		
DATE:	**July 1, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Emergency Communications**	**Agenda Item: 6-C**	**Presentation**

REQUESTED ACTION

Informational Purposes Only - We will be taking a longer look at the full communication plan, and will, at that point, ask your opinion, feedback, and support in its update and more ongoing maintenance.

BACKGROUND

Amid the COVID-19 pandemic, we encountered a potential emergency involving protests regarding police conduct in Minneapolis, which ramped up throughout the day into the evening and night hours. Additionally, this came on a weekend, and while the Chief of Police was on a scheduled vacation with limited connectivity. An additional layer of complication was added when City Hall faced internet issues during the time in which the potential emergency could have arisen.

Although no issues arose, City Council requested a recap of the events from the Chief of Police, the City Administrator, and the Communications Manager. Below is a recap of our "After Actions Review," which was conducted on June 10, 2020.

- The need to create redundancy of some key tasks
  - What needs to be accomplished regardless of staff availability?
  - Who stands in roles when key staff are not available and what training do they need?
  - How can we clearly define when staff is "off" vs. available?
- The defining of emergency situations and who is/is not included in communications initially
  - What constitutes an emergency and what actions are taken for undefined events?
  - Who needs to be notified of an emergency event and when – and in an ongoing manner?
- The needs and benefits of creating clear expectations
  - How do we ensure protocols are followed when we are all connected in different ways, carry different expertise, have varying levels of interest, etc.
  - When do we move from internal communications to external communications in an environment where connectivity and information is flowing constantly and can be evolving quickly?

The combination of our newer communications position and the changing technology granted us through our new website, and in concert with the Everbridge application, makes this the right time to revisit these questions and map out these processes regardless of current events.

The current team will operate in the following manner – the Police Chief will handle communications to his team, along with the City Administrator and Communications Manager, will notify the City Administrator who is acting as lead on an issue should they be out of the area or immediately unavailable, will handle public communications specifically related to the police aspects of an emergency, and media communications in concert with the Communications Manager. The redundancy of the Police Chief notifying both the City Administrator and the Communications Manager is in place to ensure communication flow.

The City Administrator will handle communications to both the City Council and City Staff, as well as be in contact with HPD leadership. The City Administrator may be called upon to be included in public and media communications in an emergency. In events where time is very much of the essence, the City Administrator may communicate with just the Mayor or a single City Council member and ask that person to pass the message along to the remaining elected officials.

The Communications and Community Engagement Manager will handle media requests and appropriate public communications in response to the emergency. This position will serve as the backup to communicating to the City Council and City Staff – in concert with the Director of Finance and Administration – should the City Administrator be unavailable. This redundancy will cover the City Administrator role and will be reversed – with the City Administrator handling Communication Manager duties – should the Communications Manager be immediately unavailable.

A full look at the city-wide Communications Plan, police notification policies, as well as the emergency notifications, is ongoing and should be expected to be presented to the City Council later this year.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
June 15, 2020
6:30 p.m.

MEETING CONDUCTED VIA ZOOM

Pledge of Allegiance

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

CITY STAFF: John Mulder, City Administrator; Bonnie Engseth, City Clerk; Eric Johnson, Community Development Director; Kevin Orme, Director of Finance & Administration; Joe Wicklund, Communications Manager; Paul Senst, Public Works Director; Steve Overom, City Attorney

ABSENT:

VISITORS: 3

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 2020-96 through and including 2020-102 were read and placed on file.

Communication 2020-99 from WLSSD to City of Hermantown regarding Extension of Temporary Hold on Sump Pump and Lateral Inspection Programs

Communication 2020-100 from John Mulder, City Administrator to Mayor & City Council regarding Extension of Sewer Lateral Inspection Compliance Program

Communication 2020-101 from John Mulder, City Administrator to Don & Olivia Kallos regarding Pre-Blast Inspection – Section 24 Sewer Trunkline

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

A. Approve June 1, 2020 City Council Minutes

B. Approve general city warrants from June 1, 2020 through June 14, 2020 in the amount of $389,831.95

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

MOTIONS

Motion made by Councilor Geissler, seconded by Councilor Nelson to approve the following On Sale Intoxicating Liquor Licenses: AAD Shrine, 5152 Miller Trunk Hwy, On Sale/Sunday/Dance; Beacon Sports Bar, 5044 Hermantown Road, On Sale/Sunday/Dance; Chalet Lounge, 4833 Miller Trunk Hwy, On Sale/Sunday; Foster's Sports Bar & Grill, 4767 W. Arrowhead Rd, On Sale/Sunday; Maya Mexican Restaurant, 4702 Miller Trunk Hwy, On Sale/Sunday; McKenzie's Bar & Grill, 5094 Miller Trunk Hwy, On Sale/Sunday; Outback Steakhouse, 4255 Haines Rd, On Sale/Sunday and Skyline Lounge, 4894 Miller Trunk Hwy, On Sale/Sunday; The Social House, 4897 Miller Trunk Hwy; Valentini's, 4960 Miller Trunk Hwy contingent upon meeting all City Requirements. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Schmidt, seconded by Councilor Nelson to approve the following Off Sale Intoxicating Liquor Licenses: Hermantown Liquor, 5115 Miller Trunk Hwy, Off Sale; Sam's West #6320, 4743 Maple Grove Rd and Adolph Store, 3706 Midway Road contingent upon meeting all City Requirements. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Geissler, seconded by Councilor Peterson to approve the following Off Sale 3.2 Malt Liquor Licenses: Holiday Stationstores, 4795 Miller Trunk Hwy, Off Sale; Kwik Trip #220, 4978 Miller Trunk Highway, Off Sale; Kwik Trip #216, 4805 Miller Trunk Hwy, Off Sale; Kwik Trip #572, 4145 Haines Road; Walmart #1757, 4740 Loberg Drive, Off Sale contingent upon meeting all City requirements. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Peterson, seconded by Councilor Nelson to approve the following On Sale Wine/Strong Beer Liquor Licenses: China Star Restaurant, 4227 Haines Rd, Wine/Beer; Do North Pizzeria, 5116 Miller Trunk Hwy, Wine/Beer; Sammy's Pizza, 4310 Menard Dr, Wine/Beer; The King of Creams, 4140 Richard Ave; Yellow Bike Coffee, 5094 Miller Trunk Hwy, Wine/Beer contingent upon meeting all City requirements. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

ORDINANCES

RESOLUTIONS

2020-82 Resolution Adopting Performance Measures

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 2020-82, Resolution Adopting Performance Measures. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

2020-83 Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For 2021 Road Improvement Plan (Lavaque Junction Road)

Motion made by Councilor Schmidt, seconded by Councilor Peterson to adopt Resolution 2020-83, Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For 2021 Road Improvement Plan (Lavaque Junction Road). Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

2020-84 Resolution Awarding Contract For 2021 GMC Sierra 3500HD To Ranger Chevrolet In The Amount Of $36,258.17 Plus Applicable Taxes And Fees

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2020-84, Resolution Awarding Contract For 2021 GMC Sierra 3500HD To Ranger Chevrolet In The Amount Of $36,258.17 Plus Applicable Taxes And Fees. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

2020-85 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District

Motion made by Councilor Schmidt, seconded by Councilor Nelson to adopt Resolution 2020-85, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

2020-86 Resolution Approving Change Order Number 1 For 2020 Road Improvement District No. 531 & No. 532

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2020-86, Resolution Approving Change Order Number 1 For 2020 Road Improvement District No. 531 & No. 532. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

2020-87 Resolution Approving Pay Request Number 1 For 2020 Road Improvement District No. 531 & No. 532 To Ulland Brothers, Inc. In The Amount Of $342,115.41

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2020-87, Resolution Approving Pay Request Number 1 For 2020 Road Improvement District No. 531 & No. 532 To Ulland Brothers, Inc. In The Amount Of $342,115.41. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Peterson, seconded by Councilor Geissler to recess the closed session at 6:48 p.m. to Motion carried.

_____
Mayor

ATTEST:

_____
Clerk

CITY OF HERMANTOWN

CHECKS #65946-#66050
06/15/2020 -06/30/2020

PAYROLL CHECKS	
Electronic Checks - #72142-#72180	$63,653.84
Electronic Checks - #72131-72135	$2,890.54
LIABILITY CHECKS	
Electronic Checks - #72136-#72141	$52,452.56
Electronic Checks - #72128-72130	$564.82
Printed Checks- #66004-66009	$67,223.00
Printed Checks- #66012-66014	$2,172.69
PAYROLL EXPENSE TOTAL	**$188,957.45**
ACCOUNTS PAYABLE	
Checks - #65946-66003	$398,798.61
Checks - #66010-66011	$2,140.50
Checks - #66015	$575.99
Checks - #66016-66050	$151,606.10
Electronic Payments - #99935-99936	$1,362.50
Check- #101 TD Ameritrade to Ulland Brothers	$341,539.42
ACCOUNTS PAYABLE TOTAL	**$896,023.12**
TOTAL	**$1,084,980.57**

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement Electronic	25.63	-99936
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	678.62	-99935
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	658.25	-99934
475	431150	Street Improvements	ULLAND BROTHERS INC	2020 RIP Carls,Port,Alex,Johns	339,235.45	10120
402	431150	Street Improvements	ULLAND BROTHERS INC	2020 RIP Hermantown Rd	2,303.97	10120
101	419901	City Hall & Police Building Maintenance	ANDREN PAINT COMPANY	Exterior Sealer Main Bldg	85.74	65946
101	431100	Street Department	ARROWHEAD AUTO BODY	Body Repairs to H5	500.00	65947
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones PW	45.49	65948
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones PW	50.19	65948
602	494900	Sewer Administration and General	AT&T MOBILITY	Tablets PW	76.46	65948
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones PW	127.95	65948
601	494400	Water Administration and General	AT&T MOBILITY	Tablets PW	38.23	65948
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,302.98	65948
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones PW	85.31	65948
101	431100	Street Department	AT&T MOBILITY	Cell Phones PW	159.22	65948
411	419100	Community Development	BRAUN INTERTEC CORPORATION	EWC- Vapor Mitigation	6,807.00	65949
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services May	5,063.00	65950
101	431901	City Garage	CINTAS CORPORATION	Supplies	45.50	65951
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	65951
101	431100	Street Department	CINTAS CORPORATION	Uniforms	77.74	65951
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at PD/FD	30.72	65951
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	65951
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.77	65951
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65951
101	431901	City Garage	CINTAS CORPORATION	Supplies	9.00	65951
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinet	118.31	65951
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	65951
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65951
101	431100	Street Department	CITIES DIGITAL INC	Software Consult Inv appr form	31.20	65952
101	419100	Community Development	CITIES DIGITAL INC	Software Consult Inv appr form	23.40	65952
101	424100	Building Inspection	CITIES DIGITAL INC	Software Consult Inv appr form	7.80	65952
602	494900	Sewer Administration and General	CITIES DIGITAL INC	Software Consult Inv appr form	23.40	65952
101	415300	Administration & Finance	CITIES DIGITAL INC	Software Consult Inv appr form	46.80	65952
601	494400	Water Administration and General	CITIES DIGITAL INC	Software Consult Inv appr form	23.40	65952
101	421100	Police Administration	CITIES DIGITAL INC	Software Consult Inv appr form	171.62	65952
101	413100	Mayor	CITIES DIGITAL INC	Software Consult Inv appr form	7.80	65952
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	May Water Charges	60,227.93	65953

Fund	Account	Department	Vendor Name	Description	Amount	Check #
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	150.00	65954
601	494400	Water Administration and General	CUSTOMER ELATION INC	June Answering	27.55	65955
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	June Answering	18.36	65955
101	452200	Community Building	CW TECHNOLOGY GROUP INC	Set up replace 3 firewalls	420.09	65956
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Set up replace 3 firewalls	420.08	65956
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	After Hours Server Support	845.01	65956
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Set up replace 3 firewalls	420.08	65956
240	432510	Trunk Sewer Construction	EPC ENGINEERING & TESTING LLC	Preblast test trunk sew spur m	2,416.00	65957
101	431100	Street Department	ESSENTIA HEALTH	Drug Test Senst	60.00	65958
230	465100	HEDA	FINANCE & COMMERCE	EWC -Award Sponsor	950.00	65959
101	431901	City Garage	FIREPRO SPRINKLER SPECIALISTS, INC	Annual Sprinkler Inspection pw	250.00	65960
601	494400	Water Administration and General	FURTHER	Monthly Participant Fee	3.92	65961
101	419100	Community Development	FURTHER	Monthly Participant Fee	0.95	65961
101	431100	Street Department	FURTHER	Monthly Participant Fee	4.75	65961
101	415300	Administration & Finance	FURTHER	Monthly Participant Fee	11.60	65961
602	494900	Sewer Administration and General	FURTHER	Monthly Participant Fee	5.88	65961
101	421100	Police Administration	FURTHER	Monthly Participant Fee	39.10	65961
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant Fee	2.95	65961
602	432550	Sewer Lift Stations	GEORGE BOUGALIS & SONS CO	Ugstad Rd Lift Station	68,457.95	65962
101	452100	Parks	GLENWOOD SIGNS & AWARDS INC	Poop Fairy Signs	350.00	65963
101	214500	Escrow Deposits Payable	GONNERMAN, ADAM	Refund Deposit Erosion Control	500.00	65964
101	452100	Parks	GOODIN COMPANY INC	Parts for Sprinkler sys Stebne	23.21	65965
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	May Locates	186.80	65966
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	May Locates	280.20	65966
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica June	185.50	65967
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal May	165.76	65968
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling May	216.11	65968
101	431100	Street Department	HERMANTOWN RADIATOR REPAIR	AC Repair on H9	125.24	65969
101	419100	Community Development	HERMANTOWN STAR LLC	PH P&Z Fresenius Kidney	99.00	65970
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA Bryan Hanson	66.00	65970
101	421100	Police Administration	HOLIDAY COMPANIES	May Car Washes	30.00	65971
605	431160	Street Lighting	HUNT ELECTRIC CORPORATION	Replace Cabinet Loberg & Marke	5,250.00	65972
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	370.41	65973
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	652.50	65973
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	351.91	65973
101	431100	Street Department	INTERSTATE ALL BATTERY CENTER	Batteries for H26	284.90	65974
101	431100	Street Department	JAKE'S COMPANIES LLC	Road CaCl	10,185.00	65975

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	KOLAR	Vehicle Maint 2019 Tahoe	81.50	65976
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	63.00	65977
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	39.14	65977
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	127.48	65977
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	84.99	65977
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gass Street	407.23	65977
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	1,235.28	65977
101	431100	Street Department	MAVO CONCRETE SAWING SERVICES, INC.	Saw Cutting Loberg & Sams	1,556.68	65978
101	415300	Administration & Finance	MCFOA	Membership Engseth	45.00	65979
275	452200	Community Building	MEDIACOM	EWC - Cable TV	153.33	65980
275	452200	Community Building	MEDIACOM	EWC - Telephone	444.45	65980
101	431901	City Garage	MENARD INC	Bath Fan - PW	14.97	65981
101	452100	Parks	MENARD INC	PVC Sprinkler Parts for Soccer	5.26	65981
101	431100	Street Department	MENARD INC	Shovels for Cemetery Burial by	34.91	65981
101	419901	City Hall & Police Building Maintenance	MENARD INC	Ant Killer Hand Sanitizer CH	37.04	65981
101	421100	Police Administration	METRO SALES INC	Copier Lease	300.73	65982
605	431160	Street Lighting	MN POWER	Electricity Street Lights	168.50	65983
605	431160	Street Lighting	MN POWER	Electricity St lts (Roundabout	17.98	65983
602	494900	Sewer Administration and General	MN POWER	Electricity Sewer	1,374.40	65983
101	452100	Parks	MN POWER	Electricity Little Leagues	18.78	65983
101	452100	Parks	MN POWER	Electricity Parks	658.17	65983
605	431160	Street Lighting	MN POWER	Electricity Street Lights	356.65	65983
275	452200	Community Building	MN POWER	Electricity EWC Garage	135.36	65983
605	431160	Street Lighting	MN POWER	Electricity Traffic Lights	627.13	65983
601	494400	Water Administration and General	MN POWER	Electriciity Water	345.97	65983
275	452200	Community Building	MN POWER	Electricity EWC	6,221.56	65983
605	431160	Street Lighting	MN POWER	Electricity Street Lights	304.42	65983
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	May Internet	131.04	65984
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	May Internet	524.16	65984
101	431100	Street Department	NAPA AUTO PARTS	Tire Repair for Kubota	17.76	65985
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Colored Paper	13.98	65986
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Labels, Post-its, Correction T	30.92	65986
101	421100	Police Administration	NORTHERN BUSINESS PRODUCTS	Ink Cartridges PD	73.47	65986
101	414100	Elections	NORTHERN BUSINESS PRODUCTS	Pens- Election	91.56	65986
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Washers for Mtr Grader	16.85	65987
101	421100	Police Administration	PER MAR SECURITY SERVICES INC	CCTV	78.66	65988
101	431100	Street Department	POMP'S TIRE SERVICE INC	Replace LF on H3	788.50	65989

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	PRAXAIR DISTRIBUTION INC	Cylinder Rent/Safe Env fee	28.05	65990
101	414100	Elections	PRO PRINT INC	1,000 Regular Envelopes Electi	159.17	65991
101	431100	Street Department	SATHERS, LLC	Class 5- Annual Gravel Rd spot	4,522.50	65992
101	421100	Police Administration	SHRED-N-GO INC	Shredding	98.27	65993
101	419901	City Hall & Police Building Maintenance	SHRED-N-GO INC	Shredding	98.26	65993
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	Seal Crack Loberg Market Westb	139,361.16	65994
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	Seal Crack Arrowhead Rd	45,947.25	65994
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	ATK PUD	46.00	65995
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws	28.50	65996
101	431100	Street Department	STONE RIVER WILDLIFE CONTROL	Beaver Dam Removal	200.00	65997
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	June Maintenance	70.35	65998
101	452200	Community Building	TELCOLOGIX	June Maintenance	10.05	65998
101	415300	Administration & Finance	TELCOLOGIX	Connect New copier to fax	297.00	65998
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	June Maintenance	237.85	65998
101	431901	City Garage	TELCOLOGIX	June Maintenance	16.75	65998
475	431150	Street Improvements	TKDA	Rd Reconstruction Project	14,554.62	65999
402	431150	Street Improvements	TKDA	Rd Reconstruction Project	1,474.45	65999
602	494500	Sewer Maintenance	TRI-STATE PUMP & CONTROL	Sewage Pump parts Radar Rd	3,222.67	66000
602	494500	Sewer Maintenance	TURBO DIESEL & ELECTRIC	Repair Bobs Truck	888.60	66001
101	431100	Street Department	UNITED RENTALS (NORTH AMERICA) INC	Plate Tamper Rental Loberg	1,021.00	66002
101	431100	Street Department	ZIEGLER INC	Repair Air Conditioner	797.37	66003
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins McMillan Jul Inactive	4.50	66010
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Insurance Inactive July	811.20	66011
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Insurance Inactive July	1,324.80	66011
602	494500	Sewer Maintenance	ULLAND BROTHERS INC	2020 RIP Hermantown Sewer issu	575.99	66015
101	419100	Community Development	ARROWHEAD REGIONAL DEVELOPMENT COMMISSIO	GIS Assistance Final Invoice	5,949.44	66016
101	431100	Street Department	BOBCAT OF DULUTH INC	Spring for Sweeper Head	150.43	66017
101	431901	City Garage	BW DISTRIBUTING	Rubber Gloves for Shop	182.00	66018
101	431100	Street Department	CINTAS CORPORATION	Uniforms	44.76	66019
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	66019
101	431901	City Garage	CINTAS CORPORATION	Supplies	32.00	66019
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	66019
101	431901	City Garage	CINTAS CORPORATION	Supplies	13.50	66019
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at PD/FD	30.72	66019
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.77	66019
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	66019

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	66019
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	66019
601	494300	Water Distribution	CORE & MAIN LP	Water Meters	1,098.12	66020
101	431100	Street Department	DRIVER AND VEHICLE SERVICES	MN Crash Record Request	5.00	66021
324	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
322	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
326	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
320	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2020 Debt Study	2,000.00	66022
318	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
327	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
315	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
323	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
321	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
325	471000	Debt Service	EHLERS & ASSOCIATES INC	2020 Continuing Disclosure Rep	380.00	66022
240	432510	Trunk Sewer Construction	EPC ENGINEERING & TESTING LLC	Pre-blast testing- Trunk Sewer	2,509.50	66023
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Clean Lift Stations-Maintenanc	5,967.00	66024
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Alc Beverage Amendment 2020-05	115.50	66025
101	431100	Street Department	JAKE'S COMPANIES LLC	Road CaCl	9,547.65	66026
101	431100	Street Department	KIMINSKI PAVING INC	OverlayPatch near OReilly&Ursh	2,800.00	66027
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	94.45	66028
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	66028
601	494400	Water Administration and General	MEDIACOM	Internet PW	41.38	66028
101	431100	Street Department	MEDIACOM	Phone PW	21.79	66028
601	494400	Water Administration and General	MEDIACOM	Phone PW	8.71	66028
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	377.81	66028
101	431100	Street Department	MEDIACOM	Internet PW	103.45	66028
275	452200	Community Building	MEDIACOM	EWC - Line for Elevator	177.48	66028
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	66028
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	62.07	66028
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.07	66028
101	431100	Street Department	MENARD INC	Garbage bags, batteries,gloves	76.90	66029
101	431901	City Garage	MENARD INC	Steel Wheels for Gas Cart shop	20.98	66029
101	452100	Parks	MENARD INC	Galv Nipple and coupling	4.39	66029
101	415300	Administration & Finance	MN CITY/COUNTY MANAGEMENT ASSOCIATION	MCMA Member Mulder 05/20-04/21	148.00	66030
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	1,536.62	66031
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	10.04	66031

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	162.08	66031
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	51.06	66031
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	81.70	66031
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	71.49	66031
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	90.40	66031
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm bldg	45.60	66031
605	431160	Street Lighting	MN POWER	Electricity Street Lights	462.75	66032
605	431160	Street Lighting	MN POWER	Overhead Street Lights	329.10	66032
605	431160	Street Lighting	MN POWER	Electricity Street Lights	401.22	66032
101	452100	Parks	MTI DISTRIBUTING, INC.	Irrigation Parts Stebner socce	468.09	66033
101	431100	Street Department	NORTHLAND CONSTRUCTORS OF DULUTH, LLC	Road Patching at Loberg	28,270.46	66034
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2305 -Dougherty Farm	130.00	66035
101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2311 Jenny Farms	130.00	66035
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lavaque Junction Rd	2,035.00	66035
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2303 - Stebner Farms	130.00	66035
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Swan Lake Rd and Bridge	585.00	66035
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2314 - 4155 Getchell	130.00	66035
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Alexander Johnson Carlson Port	2,080.00	66035
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trk Sew Spur Sec 24	32,525.00	66035
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2306 Kuklis Sewer on Lavaqu	195.00	66035
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	4 Square and Pre Agenda	455.00	66035
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	427.50	66036
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	391.50	66036
475	431150	Street Improvements	OVEROM LAW, PLLC	2020 Street Project	182.00	66036
101	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	StokkeGilbert Midway Rd (Jenny	45.00	66036
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Sect 24 Em Dom/condemn	35.00	66036
101	419100	Community Development	OVEROM LAW, PLLC	Oppidan Development	45.00	66036
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Don and Olivia Kallos	133.00	66036
603	441100	Storm Water	OVEROM LAW, PLLC	2019 Okerstrom Rd Culvert	42.00	66036
602	432550	Sewer Lift Stations	OVEROM LAW, PLLC	Ugstad Rd Lift Station	21.00	66036
101	419100	Community Development	OVEROM LAW, PLLC	P & R Apartment Project	5,047.50	66036
411	419100	Community Development	OVEROM LAW, PLLC	EWC	2,535.00	66036
230	465100	HEDA	OVEROM LAW, PLLC	Peterson/Paulson Marketplace	161.00	66036
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals	2,317.50	66036
602	494500	Sewer Maintenance	OVEROM LAW, PLLC	Sewer Lateral I&I pt	21.00	66036
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	35.00	66036
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Project	40.00	66036

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	OVEROM LAW, PLLC	Peyton Acres Development	565.00	66036
101	419100	Community Development	OVEROM LAW, PLLC	Clear Vision Development	225.00	66036
101	416100	City Attorney	OVEROM LAW, PLLC	COVID - 19 Issues	514.50	66036
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	66036
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	35.00	66036
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	35.00	66036
101	416100	City Attorney	OVEROM LAW, PLLC	Lease W/Performance Developmen	21.00	66036
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	48.24	66037
101	414100	Elections	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	209.15	66037
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	55.44	66037
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	36.96	66037
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	95.90	66037
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	28.25	66037
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	212.66	66037
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	10.90	66037
101	452100	Parks	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	8.00	66037
601	494400	Water Administration and General	POSTMASTER	First Class Presort #409	144.00	66038
602	494900	Sewer Administration and General	POSTMASTER	First Class Presort #409	96.00	66038
101	421100	Police Administration	SAM'S CLUB DIRECT	Office Supplies PD	113.12	66039
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Office Supplies CH	85.90	66039
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Membership Dues	45.00	66039
101	419901	City Hall & Police Building Maintenance	SAM'S CLUB DIRECT	Membership Dues	15.00	66039
101	431100	Street Department	SATHERS, LLC	Annual Gravel Road maintenance	8,586.00	66040
101	431100	Street Department	SATHERS, LLC	Annual Gravel Road maintenance	3,375.00	66040
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	AT&T Upgrade at Hawk WT	8,003.12	66041
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	AT&T Upgrade at Hawk WT	136.34	66041
101	421100	Police Administration	ST LOUIS COUNTY RECORDER	Notary Samantha Knapp	20.00	66042
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Dev Agreement Pillars	46.00	66043
101	419901	City Hall & Police Building Maintenance	SUPERIOR GLASS INC	Window Replacement CH	785.00	66044
602	432550	Sewer Lift Stations	TKDA	Ugstad Rd Lift Station 3 Repla	3,526.27	66045
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease Toshiba	145.57	66046
101	431100	Street Department	UNITED RENTALS (NORTH AMERICA) INC	Water Truck rental for CaCl	2,934.94	66047
101	415300	Administration & Finance	UNITED STATES TREASURY	Patient Centered Outcome Fee	269.50	66048
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator June	625.00	66049
101	431100	Street Department	ZIEGLER INC	PM Service on Motorgrader	1,768.80	66050

Totals:	**256 records printed**	**896,023.12**

TO:	Mayor & City Council		
FROM:	Jim Crace, Chief of Police		
DATE:	**June 18, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**St. Louis County All-Hazard Mitigation Plan**	**Agenda Item: 12-A**	**Resolution 2020-88**

REQUESTED ACTION

Approve Resolution Adopting St. Louis County's All-Hazard Mitigation Plan

BACKGROUND

St. Louis County Emergency Management has been working very hard in conjunction with local jurisdictions to update the All Hazard Mitigation Plan. The Plan includes but is not limited to: risk assessments, mitigations strategies, and plans that can be used in the event of natural disasters. The plan is shared with MN Dept of Homeland Security and FEMA. Paul Senst has participated in many of the meetings and shared information on City of Hermantown mitigation strategies regarding flood management, etc. I am not providing the full document due to the shear volume of it but this is the link for your review if you'd like to review the plan.

https://www.stlouiscountymn.gov/Portals/0/Library/Dept/Sheriff/St.%20Louis%20County%20Multi-Hazard%20Mitigation%20Plan%202020.pdf?ver=2020-05-18-125037-697

SOURCE OF FUNDS (if applicable)

ATTACHMENT

Resolution No. 2020-88

RESOLUTION OF THE CITY OF HERMANTOWN ADOPTION OF THE ST. LOUIS COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Hermantown has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the St. Louis County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the St. Louis County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the St. Louis County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how St. Louis County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the St. Louis County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Hermantown supports the hazard mitigation planning effort and wishes to adopt the St. Louis County All-Hazard Mitigation Plan.

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 July 6, 2020.

TO:	Mayor & City Council		
FROM:	Eric Johnson, Community Development Director		
DATE:	**June 25, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Final Plat of 6 lots and 2 outlots in an R-3 zoning district**	**Agenda Item: 12-B**	**Resolution 2020-89**

REQUESTED ACTION

Council approval of a final plat with conditions for Peyton Acres, a 6 lot, 2 outlot single family phased residential subdivision in an R-3 zoning district.

DESCRIPTION OF REQUEST

Applicant is requesting approval of a Final Plat for construction of a six lot, 2 outlot residential development at 3956 Stebner Road. The property is located in an R-3, Residential zoning district.

SITE INFORMATION:

Parcel Size: 75.0 acres
Legal Access: 3956 Stebner Road
Wetlands: Yes, delineation approved in 2019; Impacts approved in 2020
Existing Zoning: R-3, Residential (1/2 acre minimum)
Airport Overlay: None
Shoreland Overlay: None
Comprehensive Plan: Suburban

Development Details

JLG Enterprises of Hermantown LLP (Applicant) is proposing to construct six residential lots and 2 outlots over five existing parcels totaling 75.0 acres. The proposed plat is named Peyton Acres. The Applicant came before the City in March 2020 for the preliminary plat review and approval. At that time the applicant was proposing a phased project with the first two phases encompassing 19 lots and 2 outlots. The preliminary plat was approved by the City Council on April 6, 2020.

During the last months, the Applicant has reassessed the residential building market and has reduced the scale of the development to 6 lots and 2 outlots. This will continue to be a phased project encompassing numerous years but this first 6 lot phase reflects a slowdown in the economy and residential market. The final plat application was unanimously recommended by the Planning and Zoning Commission to be forwarded to the City Council for their review.

Applicant proposes to plat the five parcels for residential development, starting with six single family residential lots, an Outlot (A) containing stormwater treatment facilities on approximately 2 acres with a large Outlot (B) covering the remaining 67 acres to be reserved for future subdivision. Phase 1 will have access from Stebner Road via a new City street to be constructed by the Applicant. Future additions to the subdivision will require an additional road connection on the eastern portion of the property connecting to Oak Ridge Drive for public safety, road maintenance, and traffic improvements.

Zoning Analysis:
The three western parcels are zoned R-3, Residential. The two eastern Parcels are zoned HM, Hermantown Marketplace. Only the two southerly R-3, Residential Parcels are currently being proposed for subdivision as part of the final plat under consideration. Development of Outlot B will be considered under future proposed plats, and likely, a Planned Unit Development to allow single- or two-family homes in the HM zoning district.

Lot Size
The proposed final plat meets the R-3, Residential dimensional standards for single-family homes connected to City water and sanitary sewer of ½ acre in area with 100 feet wide frontage at lot line and at the 50' building setback line of lots on cul-de-sacs.

Setbacks
The proposed site plan shows the building setbacks associated with the R-3, Residential dimensional standards for single-family homes.

Utilities
The project will connect to City water lines located adjacent to the subdivision in the right-of-way of Stebner Road. Sanitary sewer will be served via an existing stub into the property. The new sewer and water lines will be a City main constructed to City standards. The applicant will provide engineered plans to the City Engineer for utility connections prior to beginning such work on the site. Preliminary engineering plans have been presented with the Final Plat.

Stormwater
The applicant is proposing to treat stormwater in a separate retention treatment pond on Outlot A. Final location, sizing, and design of permanent stormwater control will be subject to approval of final stormwater plans and MS4 Letter of Compliance by the City Engineer.

Roadway
The applicant will construct a +/-520', 28' wide curb face to curb face bituminous roadway with curb and gutter with a sidewalk on one side with a cul-de-sac in accordance with the City of Hermantown Urban Section design standards and City design speed standards as approved by the City Engineer.

Wetlands
There are 13.5 acres of wetlands on the 75 acre property. This final plat for this phase proposes 1,346 square feet of permanent wetland impacts. The TEP and City Staff are supporting a project de minimis exemption up to 10,000 square feet of wetland impacts over the whole 75 acres of the property for a 1.7% permanent wetland impact.

Park Dedication Fees
The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. Park dedication fees will be paid according to the Hermantown Fee Schedule. Those fees currently are:

Development Type	Recommended
Single Family, Two Family, Three Family Residential Parcel/CIC Unit	$1,100/lot
Per bedroom fee	$150

Summary:

Staff recommends approval of the Final Plat based on the following findings and conditions:

1. The proposed final plat meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.

2. The final plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.

3. The following conditions are imposed upon the final plat:
    a. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
    b. The title of the land underlying the plat shall be approved by the City Attorney.
    c. Applicant shall enter into a development agreement with the City that outlines development responsibilities and provide financial securities for site improvements and utility installation which includes:
        i. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the road and infrastructure improvements to be made at the time of approval of the Final Plat, or
        ii. Installation of road and infrastructure facilities prior to obtaining the Final Plat for the development.
        iii. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the stormwater facilities to be made at the time of approval of the Final Plat.
    d. Applicant agrees to construct, at their own expense, a connection between the proposed road and Oak Ridge Drive in a manner and time to be determined via development agreement with City in the event of further subdivision of Outlot B as generally shown on Exhibit B.
    e. Regardless of the impact on the number of approved lots, all lots will meet the minimum standards for lot area (1/2 acre) and width (100'), all other design standards of the Hermantown Zoning Ordinance, including but not limited to:
        i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on astreet that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and
        ii. 1020.04.3. When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.
    f. The applicant shall provide a plan to impact 10,000 square feet or less of wetland impacts or an application for wetland replacement plan.
    g. The applicant shall submit and receive approval from the City Engineer of a permanent stormwater treatment plan that meets the City standards codified in Sections 1080 and 1060 of the City Code.
    h. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with a 28' wide curb face to

curb face bituminous paved road with a sidewalk on at least one side and all other Hermantown road design standards including 30 mph speed design.

i. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with cul-de-sacs designed to R/W width of 130' with a paved surface of 100' paved surface.
j. The applicant shall sign a consent form assenting to all conditions of this approval.
k. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

4. The lots will be served by public water and sewer which will be constructed by the applicant. The new water and sewer main will be constructed by the applicant, reviewed and approved by the City Engineer then turned over to the City.

5. Prior to starting any site work, the Applicant shall hold a preconstruction meeting with the appropriate development, construction, and City representatives.

6. Prior to issuance of a building permit:
    a. All necessary permits shall be obtained.

7. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.

8. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.

9. The Applicant shall comply with the following conditions during construction:

    a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
    b. Loud equipment shall be kept as far as possible from adjacent residences.
    c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
    d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
    e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
    f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

10. Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:

    a. All exterior building improvements shall be completed.
    b. All disturbed areas on the site shall be seeded or sodded.

11. The Applicant shall pay a park dedication fee of $6,600 ($1,100/lot for 6 lots) in lieu of dedicated park land. This fee will be paid at the time of plat approval. The applicant/builder will be responsible for the $150/bedroom park dedication at the time of building permit.

12. The Applicant shall sign a consent form assenting to all conditions of this approval.

13. The Applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

ATTACHMENTS:

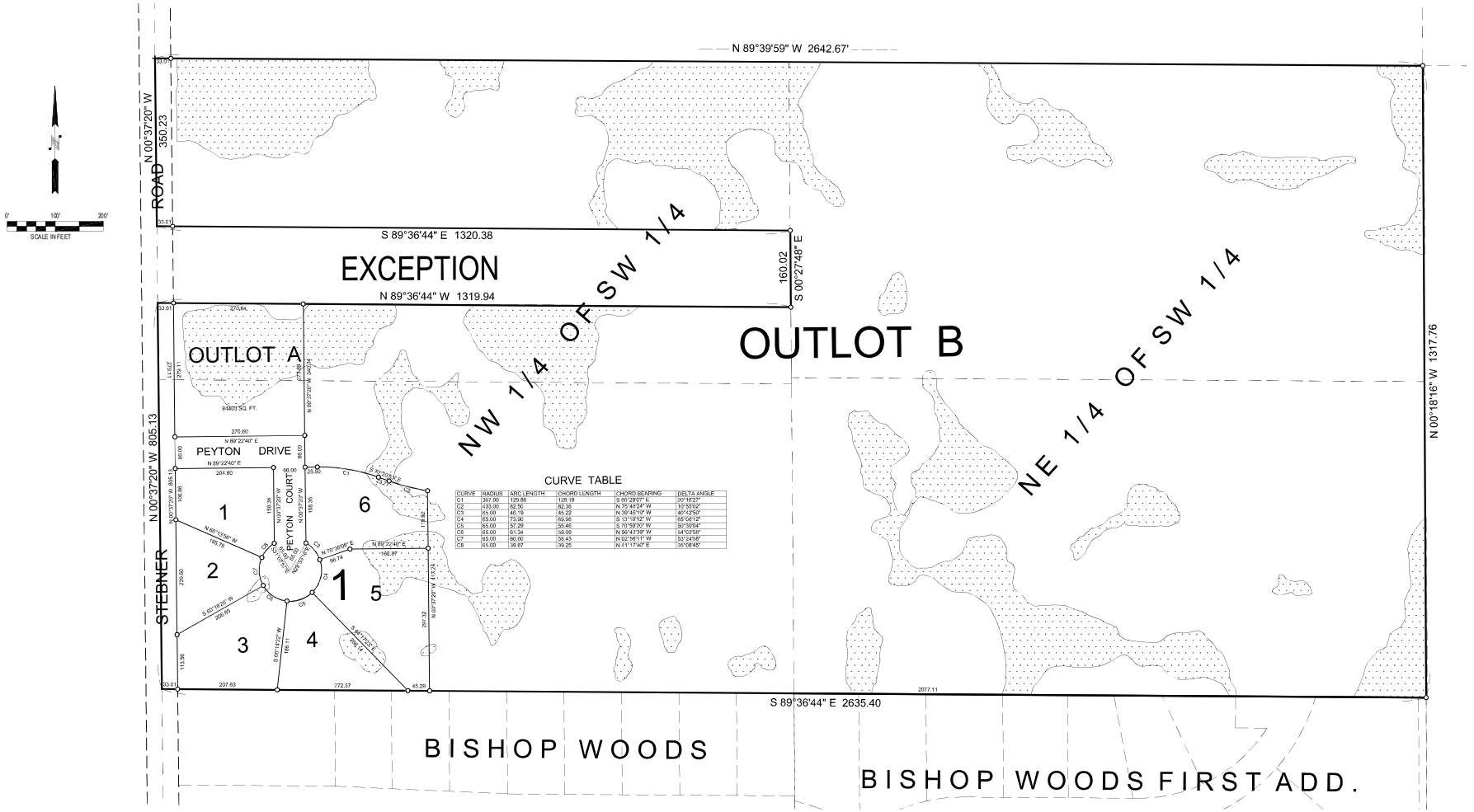
- Location Map
- Final Plat
- Site Plan
- Grading Plan

Location Map

PRELIMINARY
SUBJECT TO REVISIONS

PEYTON ACRES

LOCATED IN PART OF SEC. 34, TWP.50, RGE. 15
ST. LOUIS COUNTY MINNESOTA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	367.00	129.89	129.19	S 80°28'07" E	20°16'27"
C2	433.00	82.50	82.36	N 75°48'24" W	10°55'02"
C3	65.00	46.19	45.22	N 36°45'19" W	40°42'59"
C4	65.00	73.90	69.98	S 13°10'12" W	65°08'12"
C5	65.00	57.29	55.46	S 70°59'20" W	50°30'04"
C6	65.00	61.34	59.09	N 56°43'39" W	54°03'58"
C7	65.00	60.50	58.43	N 02°58'11" W	53°24'58"
C8	65.00	39.87	39.25	N 41°17'40" E	35°08'45"

SCALE IN FEET

RON KRUEGER
Land Surveyor
7066 HIGHWAY 8
SAGINAW, MN 55779
Phone: 218-390-4030

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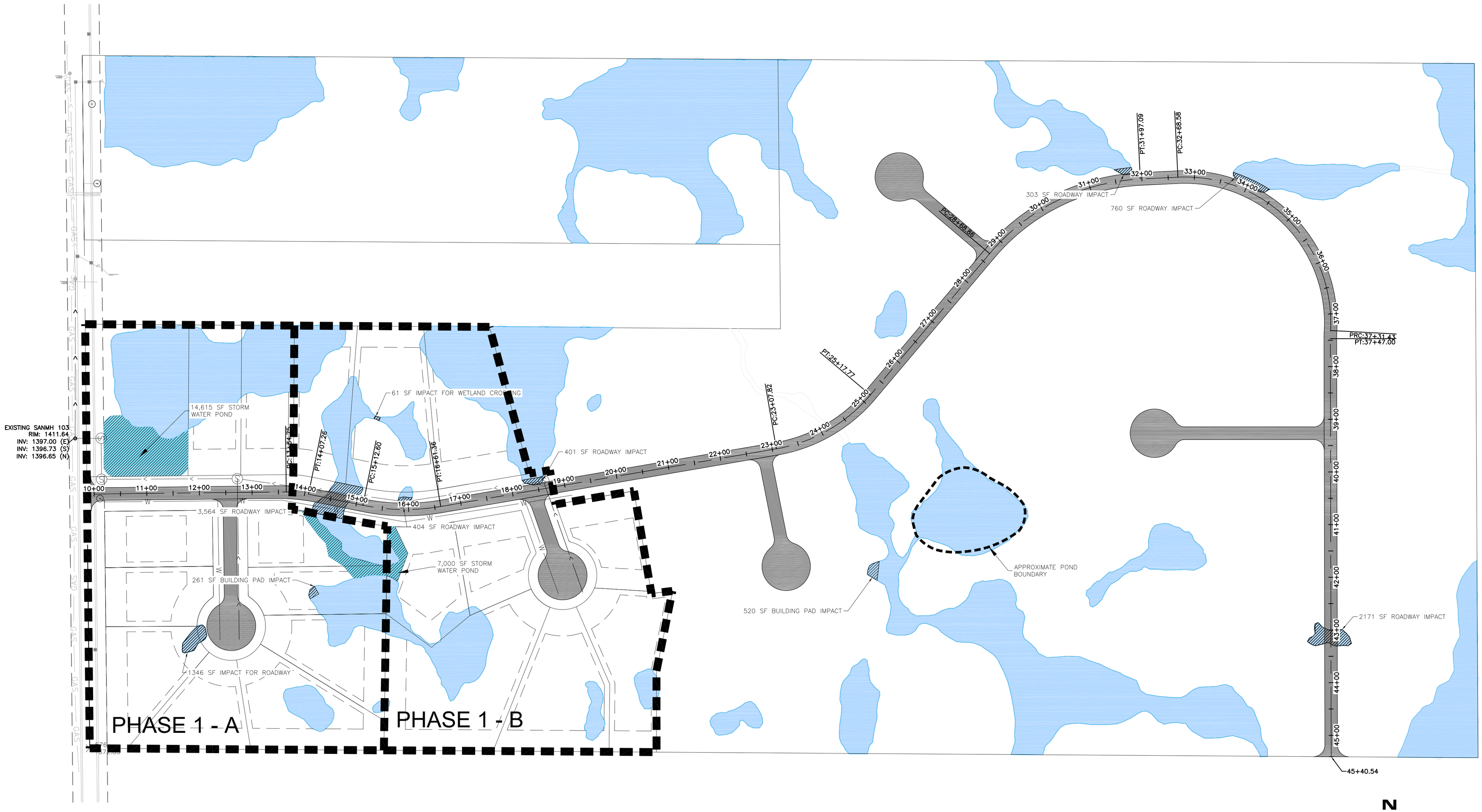


SITE LEGEND:

- PROPOSED BITUMINOUS
- PROPOSED STORMWATER MANAGEMENT
- PROPOSED HOUSE - 45' X 55'
- EXISTING WETLANDS
- WETLAND IMPACT
- SETBACKS

SITE SUMMARY:

- APPROXIMATELY 66 BUILDABLE LOTS (HALF ACRE LOT MINIMUM)
- 10 LOTS IN PHASE 1A
- 9,791 SF ESTIMATED WETLAND IMPACT

AMI Consulting Engineers P.A.
3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - amiengineers.com
SUPERIOR - IRON RANGE

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

NOT FOR CONSTRUCTION

PRELIMINARY

SIGNATURE: _____
NAME: XXXX
DATE: _____
LIC. NO.: XXXX

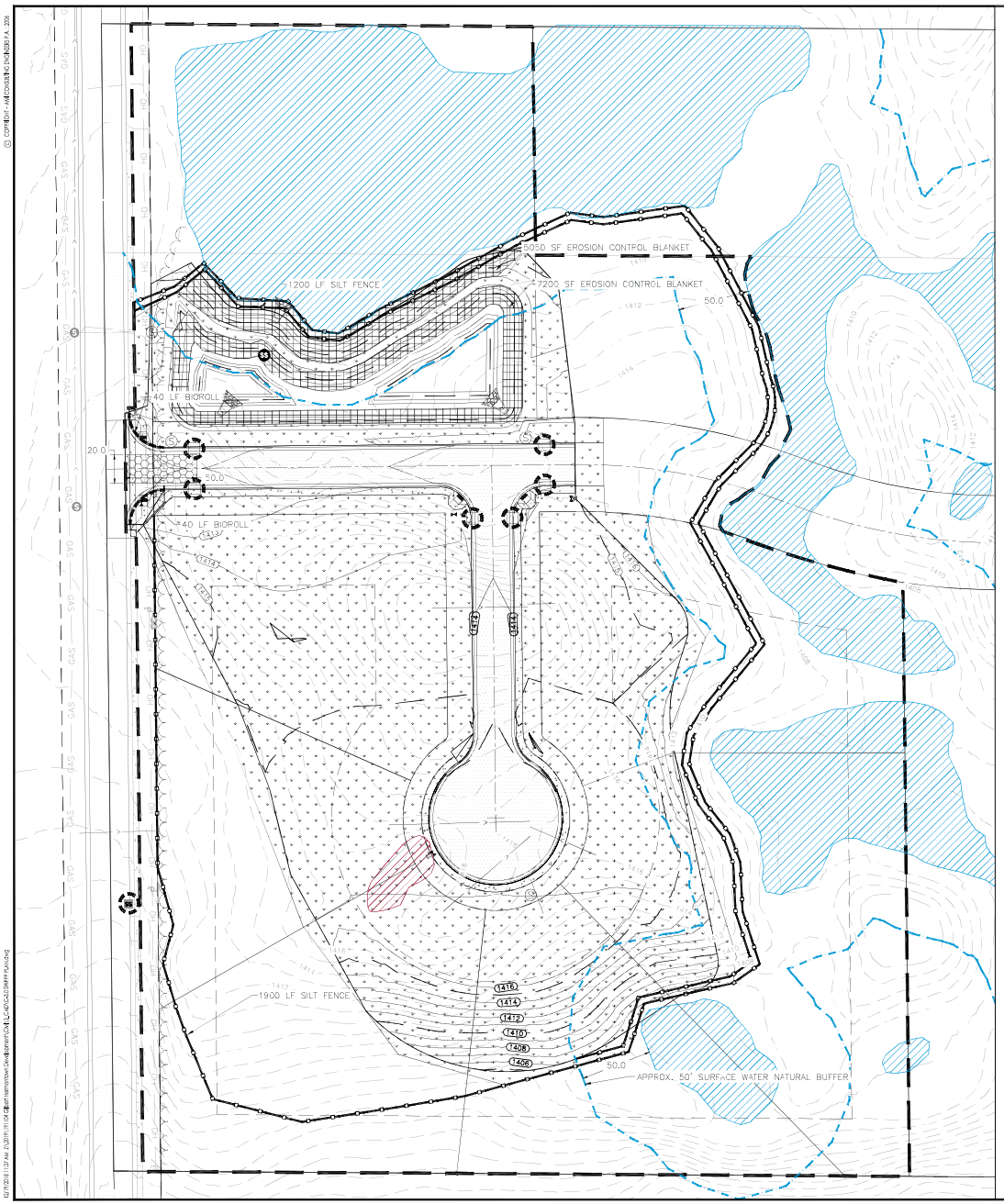
REV. BY:	DESCRIPTION	REV:	DATE:

PEYTON ACRES
HERMANTOWN, MN
PRELIMINARY LAYOUT
ALL PHASES SKETCH

JOB No: 191104
DATE: 02.20.2020
DRAWN BY: BPK
DESIGNED BY:

SHEET:
SK-2

12/19/2018 11:37 AM Z:\2019\191104 Gilbert Hermantown Development\Civil\3_CAD\PRELIM Master Plan.dwg



N

40 80
SCALE IN FEET

EROSION CONTROL LEGEND:

- ROCK CONSTRUCTION ENTRANCE (SEE DETAIL 600)
- SILT FENCE (SEE DETAIL 601)
- BIOROLL (SEE DETAIL 604)
- 50 FOOT SURFACE WATER NATURAL BUFFER
- INLET PROTECTION (SEE DETAIL 605)
- EROSION CONTROL BLANKET
- SEED/MULCH
- PROPOSED WETLAND IMPACT

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. INSTALL TEMPORARY EROSION CONTROL DEVICES AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
2. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A WEEKLY BASIS AND DURING RAINFALL EVENTS. REMOVE ACCUMULATED SEDIMENT DEPOSITS FROM EROSION AND SEDIMENT CONTROL DEVICES AND DOWNSTREAM DRAINAGE SYSTEMS AS NEEDED. DO NOT ALLOW SEDIMENT TO ACCUMULATE TO A DEPTH OF MORE THAN ONE-THIRD OF THE CAPACITY OF THE DEVICE. REPLACE DETERIORATED OR DAMAGED EROSION CONTROL DEVICES WITHIN 24 HOURS.
3. PROVIDE ADDITIONAL EROSION CONTROL, WHICH MAY NOT BE SHOWN ON THE DRAWINGS, CONSISTENT WITH THE MEANS, METHODS AND SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH PERMIT REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
4. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS THROUGHOUT THE DURATION OF THE CONSTRUCTION.
5. STABILIZE ALL AREAS WHICH HAVE BEEN FINISH-GRADED, AND ALL DISTURBED AREAS IN WHICH GRADING OR CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY, AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. REPAIR ERODED AREAS IMMEDIATELY.
6. LOCATE SOIL OR DIRT STOCKPILES CONTAINING MORE THAN 10 CUBIC YARDS OF MATERIAL WITH A DOWNSLOPE DRAINAGE LENGTH OF NO LESS THAN 25 FEET FROM THE TOE OF THE PILE TO A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT FENCE BARRIERS AROUND THE PILES.
7. PERFORM ALL EROSION CONTROL PRACTICES AND SEQUENCE CONSTRUCTION IN ACCORDANCE WITH THE METHODS OUTLINED IN THE BEST MANAGEMENT PRACTICES HANDBOOK: "PROTECTING WATER QUALITY IN URBAN AREAS," PUBLISHED BY THE MINNESOTA POLLUTION CONTROL AGENCY.
8. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE ADJACENT FINAL SURFACES ARE PERMANENTLY ESTABLISHED. COORDINATE REMOVAL WITH PERMANENT RESTORATION OF ALL AREAS OCCUPIED BY TEMPORARY DEVICES.
9. PHASED CONSTRUCTION SHALL BE USED TO THE EXTENT PRACTICAL OR AS INDICATED ON THE PLANS TO MINIMIZE EXPOSED SOILS.
10. EROSION CONTROL PLAN, AS WELL AS THE WEEKLY AND POST RAINFALL EVENT INSPECTION REPORTS TO BE KEPT IN THE ON-SITE JOB TRAILER.
11. CONTRACTOR SHALL MAINTAIN ROCK ENTRANCE(S) DURING CONSTRUCTION
12. ALL STORM SEWER CATCH BASINS TO BE PROTECTED FROM SEDIMENT DEPOSITION WITH AN APPROVED INLET PROTECTION DEVICE. CONTRACTOR SHALL CLEAN STORM SEWER SYSTEM OF SEDIMENT AND DEBRIS PRIOR TO COMPLETION.
13. CONTRACTOR SHALL PROVIDE REDUNDANT PERIMETER SEDIMENT CONTROLS WHEN EARTH DISTURBANCES ARE WITHIN 50 FEET OF SURFACE WATER AND PROJECT RUNOFF FLOWS TO THE SURFACE WATER. REDUNDANT CONTROLS MUST BE INSTALLED 5 FEET APART UNLESS SPACE CONSTRAINED.

AMI Consulting Engineers P.A.
3640 TALMAGE CIR, MAPLEWOOD HEIGHTS
651.344.8783 amiengineers.com
SUPERIOR · IRON RANGE

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

NOT FOR CONSTRUCTION

PRELIMINARY

NAME: BRIAN P. KOLLMAN DATE: 6/11/2020 SIGNATURE: DATE:

REV.	DATE:	DESCRIPTION
		REV. 8'1"

PEYTON ACRES - PHASE 1A
JLG ENTERPRISES
3955 STEINER RD
HERMANTOWN, MN

STORMWATER POLLUTION PREVENTION PLAN

JOB No: 191104
DATE: 6/11/2020
DRAWN BY: NPCT
DESIGNED BY: BPK

SHEET:
C-3.0

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Resolution No. 2020-89

RESOLUTION APPROVING FINAL PLAT OF PEYTON ACRES AND IMPOSING CONDITIONS ON THE FINAL PLAT

WHEREAS, JLG Enterprises of Hermantown LLP (Applicant) has requested a final plat for Peyton Acres comprised of 6 single family lots and two out lots in an R-3 zoning district; and

WHEREAS, the Hermantown Planning and Zoning Commission recommended the approval of the preliminary plat following a public hearing on March 17, 2020; and

WHEREAS, the Hermantown City Council approved of the preliminary plat following a public hearing on April 6, 2020; and

WHEREAS, the Hermantown Planning and Zoning Commission has recommended the approval of the final plat following a public hearing on June 16, 2020; and

WHEREAS, upon the satisfaction of the conditions set forth herein, the final plat will satisfy the requirements of the Hermantown Zoning Code; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the final plat be approved, subject to certain conditions being met.

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

1. The final plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.

2. The final plat of Peyton Acres is hereby approved.

3. The following conditions are imposed upon the final plat:

    a. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
    b. The title of the land underlying the plat shall be approved by the City Attorney.
    c. Applicant shall enter into a development agreement with the City that outlines development responsibilities and provide financial securities for site improvements and utility installation which includes:
        i. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the road and infrastructure improvements to be made at the time of approval of the Final Plat, or
        ii. Installation of road and infrastructure facilities prior to obtaining the Final Plat for the development.
        iii. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the stormwater facilities to be made at the time of approval of the Final Plat.

d. Applicant agrees to construct, at their own expense, a connection between the proposed road and Oak Ridge Drive in a manner and time to be determined via development agreement with City in the event of further subdivision of Outlot B as generally shown on Exhibit B.
e. Regardless of the impact on the number of approved lots, all lots will meet the minimum standards for lot area (1/2 acre) and width (100'), all other design standards of the Hermantown Zoning Ordinance, including but not limited to:
    i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and
    ii. 1020.04.3. When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.
f. The applicant shall provide a plan to impact 10,000 square feet or less of wetland impacts or an application for wetland replacement plan.
g. The applicant shall submit and receive approval from the City Engineer of a permanent stormwater treatment plan that meets the City standards codified in Sections 1080 and 1060 of the City Code.
h. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with a 28' wide curb face to curb face bituminous paved road with a sidewalk on at least one side and all other Hermantown road design standards including 30 mph speed design.
i. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with cul-de-sacs designed to R/W width of 130' with a paved surface of 100' paved surface.
j. The applicant shall sign a consent form assenting to all conditions of this approval.
k. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

4. The lots will be served by public water and sewer which will be constructed by the applicant. The new water and sewer main will be constructed by the applicant, reviewed and approved by the City Engineer then turned over to the City.

5. Prior to starting any site work, the Applicant shall hold a preconstruction meeting with the appropriate development, construction, and City representatives.

6. Prior to issuance of a building permit:
    a. All necessary permits shall be obtained.

7. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.

8. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.

9. The Applicant shall comply with the following conditions during construction:

    a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.

b. Loud equipment shall be kept as far as possible from adjacent residences.
c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

10. Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:

    a. All exterior building improvements shall be completed.
    b. All disturbed areas on the site shall be seeded or sodded.

11. The Applicant shall pay a park dedication fee of $6,600 ($1,100/lot for 6 lots) in lieu of dedicated park land. This fee will be paid at the time of plat approval. The applicant/builder will be responsible for the $150/bedroom park dedication at the time of building permit.

12. The Applicant shall sign a consent form assenting to all conditions of this approval.

13. The Applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

Councilor ____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolutions 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 July 6, 2020.

ACCEPTANCE OF RESOLUTION

JLG Enterprises of Hermantown LLP ("Applicant") hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, JLG Enterprises of Hermantown LLP has executed this acceptance this ____ day of _____, 2020.

_____
JLG Enterprises of Hermantown LLP

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by JLG Enterprises of Hermantown LLP.

_____
Notary Public

TO:	Mayor & City Council		
FROM:	John Mulder, City Administrator		
DATE:	**June 25, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Fire Dept Contract**	**Agenda Item: 12-C**	**Resolution 2020-90**

REQUESTED ACTION

Approve the proposed Fire Department Contract

BACKGROUND

The City has had an annual contract with the Hermantown Volunteer Fire Department for years. The Fire Department is not a City department but a separate nonprofit entity. We discovered that a contract for 2020 was never approved.

The proposed contract is a combination of a model contract from the League of Minnesota Cities and the model contract the City uses for independent contractors and is similar to the one we began using in 2017.

The contract dollar amount is included in the 2020 budget and remains the same as was budgeted in 2019.

The contract has been discussed with Fire Chief Mike Marshall

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Proposed Contract

Resolution No. 2020-90

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT BETWEEN THE HERMANTOWN VOLUNTEER FIRE DEPARTMENT, INC. AND THE CITY OF HERMANTOWN FOR THE CALENDAR YEAR 2020

WHEREAS, the Hermantown Volunteer Fire Department, Inc. ("Department") desires to furnish fire protection to all property within the City; and

WHEREAS, the City desires that the Department provide such services to the City; and

WHEREAS, the City Attorney has prepared an Agreement with respect to the matters set forth above, and

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

1. The Agreement between the City and Department attached hereto is hereby approved.

2. The Mayor and City Clerk are herein authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

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 July 6, 2020.

AGREEMENT FOR FIRE-RELATED SERVICES

THIS AGREEMENT FOR FIRE-RELATED SERVICES ("Agreement") is made effective as of the _____ day of _____, 2020 by and between the **City of Hermantown**, hereinafter referred to as "City", and **Hermantown Fire Department, Inc.**, a Minnesota non-profit corporation, hereinafter referred to as "Department", in response to the following situation:

A. City desires to obtain fire-related services.

B. Department is willing to provide fire-related services to City pursuant to these terms of this Agreement.

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

1. **Fire-Related Services**. Department agrees to provide City with the following fire-related services ("Services"):

(Check all those that apply)

□ Structural Firefighting
- □External Structural Firefighting
- □ Interior Structural Firefighting

□ Grass/Forest Firefighting

□ General Firefighting
- □ Vehicles & Equipment
- □ Carbon Monoxide Calls
- □ Other Non-Structural Firefighting

□ Rescue
- □ Vehicle & Equipment Extrication
- □ General Search & Rescue

□ Disaster Response

□ Emergency Medical Services
- □ Fire Scenes
- □ Rescue Scenes

□ General Medicals

Level of Emergency Medical Response
- □ First Responder
- □ Emergency Medical Technician

□ Hazardous Materials Response

Level of Hazardous Materials Response
- □ First Responder, Awareness

The Services indicated above are further explained, or limited, as follows:

1.1. **Allocation of Resources**. The parties understand the Department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the Department under the circumstances of a given situation. Failure to provide Services because of poor weather conditions or other conditions beyond the control of Department shall not be deemed a breach of this Agreement.

1.2. **No Guarantee**. The parties understand and agree Department will endeavor to reasonably provide the Services indicated above given the circumstances, but Department makes no guarantees that the Services it actually provides in a given situation will meet any particular criteria or standard. The Department and it officers, employees and volunteer shall not be liable to the City or any other person for failure to furnish assistance under this agreement.

2. **Payment.** City agrees to pay Department $516,000 per calendar year ("Payment Amount") for Services during the Term. Department shall provide City a written claim for one-fourth ($^{1}/_{4}$) the Payment Amount on each January 1, April 1, July 1, and October 1 during the term of this Agreement.

3. **Annual Meeting of Parties**. Department and City shall hold at least one joint meeting during the Term of this Agreement at least sixty (60) days before October 1 of each year to discuss the Payment Amount for the following year, discuss City's satisfaction with the Services provided during the year, future level of Services and to discuss such other issues as either party deems relevant to this Agreement. The financial terms and the level of Services provided under this this Agreement will be reviewed annually and appropriate adjustments made upon mutual agreement of the City and Department. The meeting shall be held separately from any regular Department or City meeting and shall be attended by at least a quorum of each party's governing body. The meeting shall be open to the public.

4. **Emergency Service Charge**. City, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including any of the Services, within City. Department shall have no right to, or interest in, any service fees collected by City. If the City imposes an emergency service charge it shall provide Department a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Department shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide the City with the information it collected. Notwithstanding the foregoing the Department retains the right to all funds billed to and collected from the Minnesota Department of Natural Resources for any grass fire fighting services provided to that entity.

5. **Service Territory**. Department shall provide Services as indicated in this Agreement within the entire city limits of City. The identified area shall constitute the City's Service Territory for the purposes of this Agreement.

6. **Term**. This Agreement shall commence on ~~the effective date indicated above~~ January 1, 2020 and shall expire on December 31, 2020 unless terminated earlier as provided herein.

7. **Equipment**. If the Department disbands or discontinues providing fire-related services to the residents of the City of Hermantown, State law will determine the disposition of the firefighting equipment.

8. **Department's Responsibilities**. In addition to any other obligations described herein, Department shall:

8.1. Provide the Services described herein to City's Service Territory.

8.2. Develop a detailed annual operational budget for the Department for each year during the term of this Agreement and present it to City before the annual meeting provided for in Section 3 along with sufficient information to explain the items included in the budget figures.

8.3. Upon City's request, provide City access to financial and cost data related to the Department for five years prior to the current service year.

8.4. Disclose to City any proposed action Department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Department's ability to provide the Services indicated above.

8.5. Promptly disclose to City any information Department can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8.6. Keep and maintain in good order, at its own expense, the necessary fire/rescue/first responder apparatus and equipment for Services required to be provided for under this Agreement.

8.7. Accept the annual compensation agreed upon by both parties as full payment for the operational activities and Services to be performed by the Department hereunder.

8.8. Have the Fire Chief or his/her designated representative when possible at such meetings of the City Council to report on the activities of the Department as requested by the City Administrator, Mayor or City Council.

8.9. Provide the City with a copy of the equipment list which is filed with the State of Minnesota, and with a copy of its annual federal tax return (Form 990) filed for the Department at the time they are filed with the IRS.

8.10. Comply with Minnesota Charitable Contributions Law (Chapter 309 of the Minnesota State Statutes).

8.11. Consult with City and its Emergency Management Director in the development of emergency management plans and strategies.

8.12. Agree that if the Department provides compensation to its members then no member of the Department who is an employee of the City will provide services to the Department that would cause his/her combined hours worked for the City and Department to cause the member to be eligible for overtime pay from the City under applicable federal or state law.

8.13. Manage the operations of the Department in such manner so that the amount payable by the City pursuant to Section 2 hereof is sufficient for the conduct of the operations of the Department. The Department acknowledges that the City establishes its budget on an annual basis and that the City will not consider any request for additional compensation from the Department during the term of this Agreement. Department agrees to provide the Services required herein and to not advise the City that it has "run out of money" and will have to

discontinue certain Services or reduce certain Services unless the City provides additional compensation to it during the term of this Agreement.

8.14. Agree that if the Department compensates its members, to comply with all applicable federal and state laws dealing with payments to employees, including without limitation the Fair Labor Standards Act, and indemnify, defend and hold harmless the City from any claims, demands or obligations relating to any compensation to members of the Department.

8.15. Pay any amount City is required to pay to the Public Employees Retirement Association ("PERA") with respect to any member of the Department. If City is obligated to pay any amount to PERA on behalf of any member of the Department, then such payment will reduce, dollar for dollar, the Payment Amount due to Department until the amount City is obligated to pay PERA is repaid in full to City.

9. **City's Responsibilities**. In addition to any other obligations described herein, City shall:

9.1. Promptly pay Department the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount if the Agreement is terminated early.

9.2. Present a budget and levy proposal to the City Council during the term of this Agreement seeking authority to levy funds as needed to pay the "Payment Amount."

9.3. Promptly disclose to Department any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

9.4. Lease three (3) fire stations to the Department pursuant to the Lease Agreements between the City and Department.

9.5. Allow the Department to retain any compensation paid by insurance carriers or anyone else for Services. Any such compensation will be over and above the amounts payable by the City in this Agreement.

It is understood and agreed City shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, FLSA, FMLA, or any other employment related issues. It is further agreed City has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Services described herein.

10. **Standard of Performance and Insurance; Indemnity**. All Services to be performed by Department hereunder shall be performed in a skilled, professional and non-negligent manner. Department shall obtain and maintain at its cost and expense:

10.1. Commercial general liability insurance that covers the Department services performed by Department for City with a per occurrence limit/general aggregate limit of

liability equal to or greater than the maximum liability to municipalities as set forth in Minnesota Statutes § 466.04, Subd. 1, as amended ("City Liability Limits").

10.2. Inland marine, automobile and property insurance providing coverage with coverage equal to or greater than the City Liability Limits and that provides replacement coverage for property damage.

10.3. Errors and omissions or equivalent insurance that covers the Services performed by Department for City with liability limits equal to or greater than the City Liability Limits.

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

10.5. Employment practices insurance coverage with liability limits equal to or greater than the City Liability Limits.

Department 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 Services hereunder.

Department certifies that Department is in compliance with all applicable worker's compensation laws, employment laws and employment related tax laws, rules and regulations. Department's employees and agents will not be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Department and any claims made by any third party as a consequence of any act or omission on the part of Department or any employee of Department are in no way City's obligation or responsibility. By signing this Agreement, Department certifies that Department is in compliance with these laws and regulations.

Department shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Department has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under the policies providing the insurance to provide the required coverages under Sections 10.1, 10.2 and 10.3 above ("Indemnity Coverage"). 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 the policy(ies) 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 policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Department shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Department.

11. **Indemnification**. Department agrees to defend and indemnify City against any claims brought or actions filed against City or any officer, employee, or volunteer of City for injury to, death of, or damage to the property of any third person or persons, arising from Department's performance of the Services under this Agreement. The intent of this subdivision is to impose on Department the absolute duty to defend and indemnify City for claims arising out of the performance of this Agreement. The purpose of creating this duty to defend and indemnify is to simplify the

defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. **No Waiver**. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification**. This Agreement contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both Department and City.

14. **Subcontracting & Assignment**. Department shall not subcontract or assign any portion of this Agreement to another without prior written permission from City. Services provided to City pursuant to a mutual aid agreement Department has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of City so long as Department remains primarily responsible for providing fire services to City's Service Territory.

15. **Termination**. This Agreement may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a one hundred eight (180) day written notice of termination on the other party. This Agreement shall terminate one hundred eight (180) days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If City fails to pay for the Services according to the schedule established herein, Department may terminate this agreement one hundred eight (180) days from the date of personal service of written termination notice. Notice to Department shall be served on the Fire Chief of Department and notice to City shall be served on the City Administrator or City Clerk. This Agreement will automatically terminate if all of the leases between Department and City terminate.

16. **Service Agreement.** This is an agreement for Services. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement

18. **Recordkeeping**. Department hereby agrees:

18.1. 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 it under this Agreement.

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

19. **Intellectual Property Rights**. For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data.

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

All Project Materials are agreed by Department 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 Cityship and copyright and/or patent. In addition, Department 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.

Department shall provide City with copies of all Project Materials

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

20. **Notices**. Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Department, or to City at 5105 Maple Grove Road, Hermantown, Minnesota 55811.

21. **Prior Agreement.** This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement 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.

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

23. **Data Practices Act**. Department acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Department 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 Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Department in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Department and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Department receives a request to release the data referred to in this section, Department must immediately notify City and consult with City as to how Department should respond to the request. Department's response shall comply with applicable law, including that the response is timely and, if Department denies access to the data, that Department's response references the statutory basis upon which Department relied. Department does not have a duty to provide public data to the public if the public data is available from City.

24. **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.

25. **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.

26. **Legal Representation**. At the request of City, Maki & Overom has drafted this Agreement. City and Department acknowledge that Maki & Overom has previously represented the Department on other matters, but is representing only the City in connection with this Agreement. Department and City recognize that their interests under this Agreement may now or hereafter be adverse to, or in conflict with, the interests of each other. Department acknowledges that it has been advised by City's counsel that it has the right to seek the advice of independent counsel and has had the opportunity to seek such advice. Department acknowledges that it has received no representations from City's counsel about the legal and tax consequences of this Agreement, has been advised by City's counsel that the Agreement may have legal and tax consequences and has had the opportunity to seek independent tax counsel. Department and City hereby consent to the representation by Maki & Overom of City in connection with the preparation and execution of this Agreement, and Department and City hereby agree that at no time will such representation be construed, claimed, or deemed to be a breach of any fiduciary relationship, a conflict of interest, or a violation of any other obligation of any party.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Department have executed this Agreement for Fire-Related Services as of the date first above written.

CITY:

City of Hermantown

By _____
Its Mayor

And By_____
Its City Clerk

DEPARTMENT:

Hermantown Fire Department, Inc.

By _____
Its _____

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

DATE:	**June 25, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Special Use Permit for Grading and Filling in a Shoreland Area**	**Agenda Item: 12-D**	**Resolution 2020-91**

REQUESTED ACTION

Approve a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone to expand parking and turnaround area at 3688 Midway Road.

DESCRIPTION OF REQUEST

The applicant is requesting a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone in order to expand a parking and turn around area for tractor trailers that support the applicant's landscaping business.

SITE INFORMATION:

Parcel Size:	5.0 acres
Legal Access:	3688 Midway Road
Wetlands:	Yes, delineation approved in 2019; Impacts approved in 2019
Existing Zoning:	BLM, Business Light Manufacturing
Airport Overlay:	None
Shoreland Overlay:	Natural Environment
Comprehensive Plan:	Commercial

Development Details

The property consists of a 4,500 square foot building, 5,000 square foot customer parking area and a 50,000 square foot commercial landscape area utilized for deliveries, storage and commercial vehicle parking. There is an unmapped tributary of the Midway River in the rear half of the property which bisects the area at an angle.

The applicant is proposing to grade and fill a 20,100 square foot area which would square off the commercial vehicle parking area and create an area for these vehicles to maneuver. This area is entirely within the 300' natural area shoreland associated with the unmapped tributary.

Wetlands

The Hermantown TEP reviewed the delineation at its October 28, 2019 meeting. The TEP found that the delineation was presented accurately and should be approved. In addition, the TEP reviewed the request for 14,890 square feet of wetland impacts in order to create a parking and turn around area for tractor trailers that support his landscaping business.

There were questions at the October 28, 2019 meeting that the water course present on the site may be a tributary to the Midway River and it was recommended that the DNR become involved. Staff met with representatives of the DNR on site on October 31, 2019 and it was determined that the water

course was a tributary to the Midway River and should be treated as shoreland area subject to City of Hermantown requirements.

The applicant is only allowed for 400 square feet of deminimus exemption within the shorelenad area. Any grading of filling will require a Special Use Permit with the City of Hermantown and wetland credits will need to be purchased in order to impact any wetlands on this property.

Special Use Permit

The Special Use Permit is for filling and grading within a Shoreland zone. There are general conditions for all SUPs. Staff finds the following in regard to the criteria for Special Use Permits in the Zoning Ordinance:

No special use permit shall be approved unless positive findings are made with respect to each and every one of the following criteria:

1. **The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

   A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

2. **The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

   Conditions placed on the SUP restricting future wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources. A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

3. **The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

   The property is within an area marked for commercial development ion the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary.

4. **The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

The existing development surrounding this site is of a similar character and includes a convenience store/gas station and warehousing. A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

5. **Other criteria required to be considered under the provisions of this code for any special use permit.**

   The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

   A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
   B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

RECOMMENDATIONS:
Staff recommends approval of the Special Use Permit based on the findings set forth in the Staff report, subject to the following conditions:

1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland Area of an unnamed tributary to the Midway River in order to enlarge the paring and turnaround area in the yard to reduce traffic conflicts as well as for his commercial vehicles to operate in a more safe, efficient manner. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.

2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:

   A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
   B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
   C. The smallest amount of bare ground is exposed for as short a time as feasible;
   D. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
   E. Adequate methods to prevent erosion and trap sediment are employed;
   F. Fill is stabilized to accepted engineering standards;
   G. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
   H. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

I. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
J. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

3. The applicant shall utilize best management methods to demarcate and protect wetlands that are located on site, including providing electronic and GIS information to City documenting the wetland boundaries.

4. The applicant shall sign a consent form assenting to all conditions of this approval.

5. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

ATTACHMENTS:

- Site Location Map
- Proposed Site plan

Location Map

Duluth Sod Property
PID # 395-0010-09502
T50N, R15W, Sec. 32

Figure 3: Proposed Wetland Impacts

Delineation Area
Delineated Wetland
Proposed Fill Area
Unnamed Tributary

N

0 62.5 125 Feet

Boreal Wetland Services

DB001-MN-15
Map Created By: BP
April 2020

Resolution No. 2020-91

RESOLUTION APPROVING A SPECIAL USE PERMIT FOR THE GRADING AND FILLING WITHIN A SHORELAND OVERLAY ZONING DISTRICT

WHEREAS, Todd Pelkey, Duluth Sod ("Applicant"), owner of the property at 3688 Midway Road, submitted an application for a Special Use Permit (SUP) for the grading and filling within a Shoreland Overlay Zoning District in order to expand a parking and turn around area for tractor trailers that support the applicant's landscaping business on the property located at 3688 Midway Road; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit on June 16, 2020 following notice as required by the City's Zoning Code; and

WHEREAS, following the public hearing on the SUP, the Hermantown Planning Commission recommend on a 7-0 vote that the City Council approve the Special Use Permit; and

WHEREAS, after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Special Use Permit;

FINDINGS OF FACT

1. **The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

   A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

2. **The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

   Conditions placed on the SUP restricting future wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources. A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

3. **The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

   The property is within an area marked for commercial development ion the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary.

4. **The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

   The existing development surrounding this site is of a similar character and includes a convenience store/gas station and warehousing. A landscape business falls under the contractor's shop and storage yard as well as retail sales as an allowed use within the BLM, Business and Light Manufacturing zoning district.

5. **Other criteria required to be considered under the provisions of this code for any special use permit.**

   The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

   A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
   B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

CONCLUSION

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. The approval is for a Special Use Permit for filling and grading an 20,100 square foot area within a Natural Environment Shoreland of an unnamed tributary to the Midway River in order to enlarge the parking and turnaround area in the yard to reduce traffic conflicts as well as for his commercial vehicles to operate in a more safe, efficient manner. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.

2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:

   A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
   B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
   C. The smallest amount of bare ground is exposed for as short a time as feasible;
   D. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
   E. Adequate methods to prevent erosion and trap sediment are employed;
   F. Fill is stabilized to accepted engineering standards;
   G. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
   H. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

I. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
J. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

3. The applicant shall utilize best management methods to demarcate and protect wetlands that are located on site, including providing electronic and GIS information to City documenting the wetland boundaries.

4. The applicant shall sign a consent form assenting to all conditions of this approval.

5. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

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 July 6, 2020.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Todd Pelkey, Duluth Sod, ("Applicant") for filling and grading within a Natural Environment Shoreland Overlay Zone ("Project") in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at 3688 Midway Road and legally described on Exhibit A attached hereto ("Property").

The permission hereby granted is expressly conditioned as follows:

a. That the Project will be constructed as described in the plans accompanying the application and the conditions contained herein.

b. This permit is not assignable except with the written consent of the City of Hermantown.

c. The Zoning Officer of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within (5) days thereafter.

d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.

e. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see the terms of this permit are met.

f. The permit is permissive only. No liability shall be imposed upon or incurred by the City of Hermantown or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Applicant or any of Applicant's agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as

stopping or limiting any legal claims or right of action of any person against Applicant, its agents, employees of contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the City of Hermantown against Developer, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.

g. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.

h. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.

i. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown before the release of a permanent Certificate of Occupancy.

j. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.

k. The approval is for filling and grading an 20,100 square foot area within a Natural Environment Shoreland of an unnamed tributary to the Midway River in order to enlarge the parking and turnaround area in the yard to reduce traffic conflicts as well as for his commercial vehicles to operate in a more safe, efficient manner The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.

l. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:

    1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
    2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
    3. The smallest amount of bare ground is exposed for as short a time as feasible;
    4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
    5. Adequate methods to prevent erosion and trap sediment are employed;
    6. Fill is stabilized to accepted engineering standards;
    7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;

8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

m. The applicant shall utilize best management methods to demarcate and protect wetlands that are located on site, including providing electronic and GIS information to City documenting the wetland boundaries.

n. The applicant shall sign a consent form assenting to all conditions of this approval.

o. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2020.

CITY OF HERMANTOWN

By _____

Its Mayor

By _____

Its Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

_____

Notary Public

ACCEPTANCE OF CONDITIONS

Applicant hereby acknowledges and accepts the conditions specified on the foregoing Special Use Permit and covenants and agrees to comply with each and every such situation.

Applicant acknowledges that the failure to comply with all of the conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, in addition to other remedies, institute any appropriate action or proceeding to prevent, restrain, correct or abate the violation.

IN WITNESS WHEREAS, Applicant has executed this acceptance the ___ day of _____ 2020.

By _____

Todd Pelkey, Duluth Sod

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____.

_____

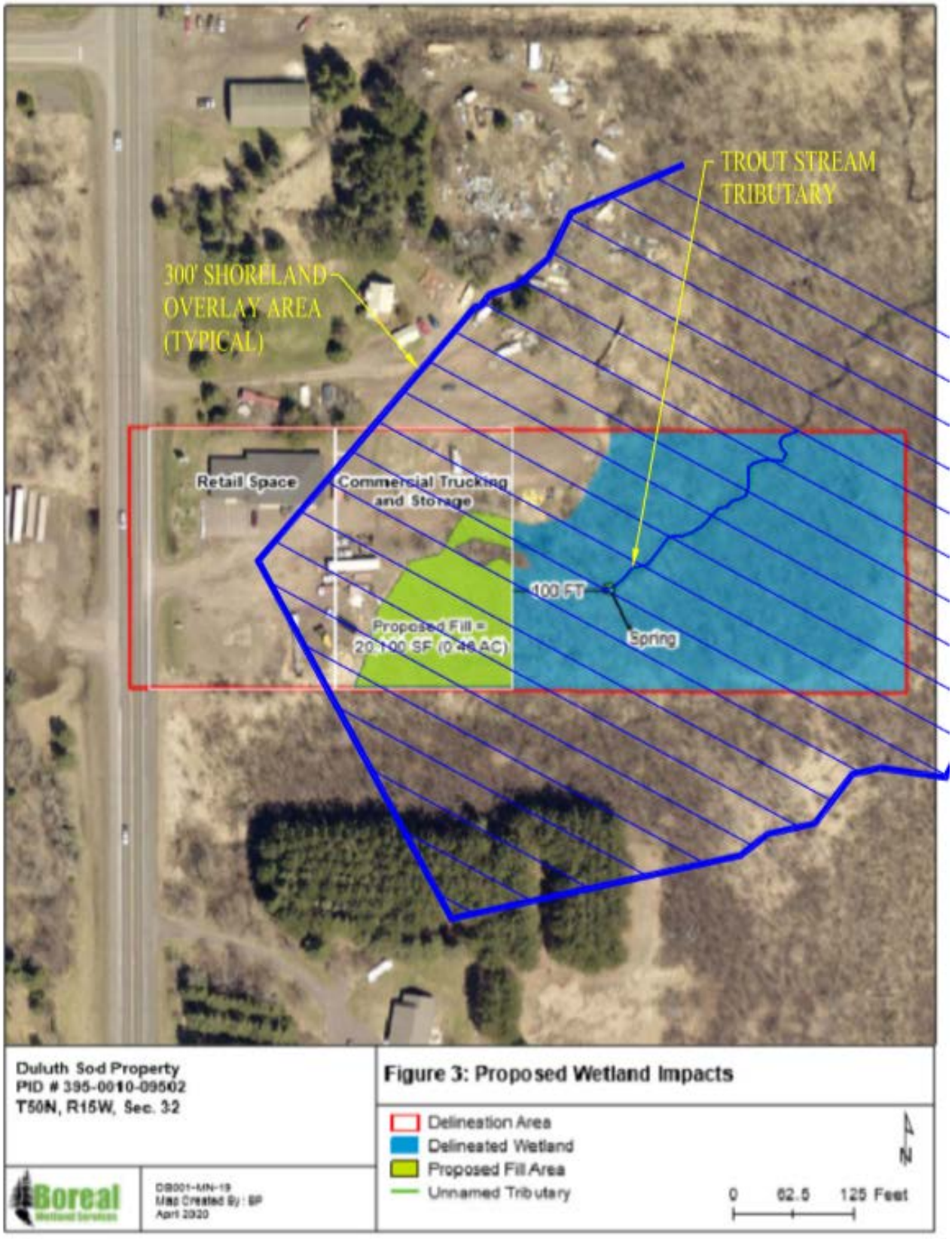
Notary Public

EXHIBIT A

Part of N1/2 of NW1/4 of NW1/4, described as follows: Commencing at southwest corner of N1/2 of NW1/4 of NW1/4; thence Easterly along south line 806.667 feet; thence North parallel to west line of forty 270 feet; thence Westerly along a line parallel to southerly line 806.667 feet to a point on west line; thence Southerly along west line 270 feet to point of beginning. Section 32 Township 50 Range 15.

Location Map

Proposed Site Plan



TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

DATE:	**June 25, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Wetland Replacement Plan to impact 20,100 square feet of wetland area**	**Agenda Item: 12-E**	**Resolution 2020-92**

REQUESTED ACTION

Approve a Wetland Replacement Plan to expand parking and turnaround area at 3688 Midway Road.

DESCRIPTION OF REQUEST

The applicant is requesting to expand parking and turnaround area at his existing building located at 3688 Midway Road which will entail 20,100 square feet of permanent wetland impacts.

SITE INFORMATION:

Parcel Size: 5.0 acres
Legal Access: 3688 Midway Road
Wetlands: Yes, delineation approved in 2019; Impacts approved in 2019
Existing Zoning: BLM, Business Light Manufacturing
Airport Overlay: None
Shoreland Overlay: Natural Environment
Comprehensive Plan: Commercial

Development Details

The applicant purchased the property and existing building in 2018 for the purposes of operating his commercial landscape business and have a small retail component. As he began operating he discovered that there are traffic conflicts between the retail customers and the commercial vehicles using the property. The applicant is proposing to enlarge the parking and turnaround area in the yard to reduce traffic conflicts as well as for his commercial vehicles to operate in a more safe, efficient manner.

The property consists of a 4,500 square foot building, 5,000 square foot customer parking area and a 50,000 square foot commercial landscape area utilized for deliveries, storage and commercial vehicle parking. There is an unmapped tributary of the Midway River in the rear half of the property which bisects the area at an angle.

The applicant is proposing to grade and fill a 20,100 square foot area which would square off the commercial vehicle parking area and create an area for these vehicles to maneuver. This area is entirely within the 300' natural area shoreland associated with the unmapped tributary.

Wetlands

The Hermantown TEP reviewed the delineation at its October 28, 2019 meeting. The TEP found that the delineation was presented accurately and should be approved. In addition, the TEP reviewed the request for 14,890 square feet of wetland impacts in order to create a parking and turn around area for tractor trailers that support his landscaping business.

There were questions at the October 28, 2019 meeting that the water course present on the site may be a tributary to the Midway River and it was recommended that the DNR become involved. Staff met with representatives of the DNR on site on October 31, 2019 and it was determined that the water course was a tributary to the Midway River and should be treated as shoreland area subject to City of Hermantown requirements.

The applicant is only allowed for 400 square feet of deminimus exemption within the shorelenad area. Any grading of filling will require a Special Use Permit with the City of Hermantown and wetland credits will need to be purchased in order to impact any wetlands on this property.

RECOMMENDATIONS:
Staff recommends approval of the Wetland Replacement Plan based on the findings set forth in the Staff report, subject to the following conditions:

1. Proof of the purchase of wetland credits in Bank Service Area Two.

2. The applicant shall utilize best management methods to demarcate and protect wetlands that are located on site, including providing electronic and GIS information to City documenting the wetland boundaries.

3. The applicant shall sign a consent form assenting to all conditions of this approval.

4. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

ATTACHMENTS:
- Site Location Map
- Proposed Site plan
- Transaction to Withdraw Credits

Location Map

Duluth Sod Property
PID # 395-0010-09502
T50N, R15W, Sec. 32

Figure 3: Proposed Wetland Impacts

Delineation Area
Delineated Wetland
Proposed Fill Area
Unnamed Tributary

N

0 62.5 125 Feet

Boreal Wetland Services

DS001-MN-19
Map Created By: BP
April 2020

The following is a sample of a possible Purchase Agreement for the sale of Wetland Banking Credits. This Purchase Agreement does not necessarily cover all of the issues that would be important to Sellers and Buyers, nor does it address the terms that would be appropriate for any particular transaction. Sellers and Buyers should obtain the services of qualified legal counsel to adapt this Purchase Agreement to meet their specific needs.

PURCHASE AGREEMENT FOR WETLAND BANKING CREDITS

THIS AGREEMENT is made this _23rd_ day of _July_, 2019_ between

Bruce Hasbargen ___(Seller) and _Todd Pelkey – Duluth Sod_____ (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

Credits to be Sold

Credit Subgroup	Credit Type SWC or AGC	Wetland Type/Plant Community Type	Cost per Credit	Credit Amounts
A	SWC	Fresh (wet) meadow	$34,848.00	0.34

Per Credit Withdrawal Fee by BSA*					
	SWC	AGC		SWC	AGC
BSA 1	$520	$270	BSA 6	$1,083	$586
BSA 2	$371	$191	BSA 7	$1,992	$1,060
BSA 3	$725	$389	BSA 8	$2,577	$1,348
BSA 4	$1,412	$724	BSA 9	$2,628	$1,332
BSA 5	$685	$367	BSA 10	$3,099	$1,580

Enter the Withdrawal Fee for the BSA of the account:	
371	
Easement Stewardship Fee:	
$302	

Total Cost:	$11,848.32	Total Credits:	0.34
Withdrawal Fee x total credits = fee			
Withdrawal Fee:			126.14
Easement Stewardship fee x total credits = fee			
Stewardship Fee:			102.68
Total Fees:			228.82
Grand Total:			12,077.14

*AGC is for Ag bank credits and SWC is for standard bank credits.

2. Seller represents and warrants as follows:

   a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.

   b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of $ **12,077.14** for the Credits, as follows:

a) $ **0** as earnest money, to be paid when this Agreement is signed; and

b) The balance of $ **12,077.14** to be paid on the Closing Date listed below.

4. [☒] Buyer, [☐] Seller agrees to pay to a withdrawal fee of $ **126.14** to the State of Minnesota based on the per credit fee of $ **371** for Bank Service Area **2** and a stewardship fee of $ **102.68** based on the per credit fee of $ **302** . At the Closing Date, [☒] Buyer, [☐] Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on _TBD____, 20 __ (Closing Date) at __ _. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form to Withdraw Credits provided by BWSR, provide a copy of the Transaction Form to Withdraw Credits to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee and stewardship fee.

6. Buyer has applied or will apply to **City of Hermantown** (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

8/27/19

(Signature of Seller) (Date)

(Signature of Buyer) (Date)

Resolution No. 2020-92

RESOLUTION APPROVING WETLAND REPLACEMENT PLAN FOR TODD PELKEY, DULUTH SOD

WHEREAS, The Minnesota legislature initially enacted the Wetland Conservation Act ("WCA") in 1991, amended from time to time by the Minnesota Legislature, and

WHEREAS, Minnesota Rules Chapter 8420 ("WCA Rules") were adopted to implement the WCA, and whenever any capitalized term is used in this Resolution it shall have the meaning given that term in the WCA Rules unless the context clearly requires otherwise, and

WHEREAS, Under the WCA Rules, the Hermantown City Council is the Local Government Unit ("LGU") for purposes of administering the WCA in Hermantown, and

WHEREAS, Todd Pelkey, Duluth Sod (Applicant) applied to the City of Hermantown ("Application") for approval of a Wetland Replacement Plan for an activity affecting 20,100 square feet of Wetlands ("Project"), for property with a legal description attached hereto as Exhibit A ("Land"), and

WHEREAS, The LGU mailed a copy of the Application and an invitation to submit comments on the Application to the members of the Hermantown Technical Evaluation Panel ("TEP"), and

WHEREAS, The TEP duly considered the Application at a meeting ("TEP Meeting") held on October 28, 2019 and October 31, 2019, such meeting having included an on-site inspection, completion of technical findings and recommendations on questions of Wetland functions, and the resulting public values, location, size, and type with respect to the Application, described in the TEP Meeting minutes, and

WHEREAS, The TEP recommended approval of the Replacement Plan, and

WHEREAS, Pursuant to the LGU's WCA Resolution, the Planning Commission of the LGU held a public hearing ("Hearing") and recommended approval of the Application at its meeting of June 16, 2020 and

WHEREAS, The City Council has duly considered the Application, the record of the Hearing, the entire file of the LGU with respect to the Application, the recommendation of the TEP and Planning Commission and such other matters as it deems relevant, and

WHEREAS, Based on such review and consideration the City Council of the City of Hermantown hereby makes the following:

CONCLUSION

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. Finalization of the purchase of wetland credits in Bank Service Area Two.

2. The applicant shall utilize best management methods to demarcate and protect wetlands that are located on site, including providing electronic and GIS information to City documenting the wetland boundaries.

3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.

4. All necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.

5. The developer shall comply with the following conditions during construction:
   a. Development/construction activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
   b. Loud equipment shall be kept as far as possible from adjacent residences.
   c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
   d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
   e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
   f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

6. The applicant shall sign a consent form assenting to all conditions of this approval.

7. The applicant shall pay an administrative fine of $750 per violation of any condition of this approval.

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 July 6, 2020.

LEGAL DESCRIPTION

Part of N1/2 of NW1/4 of NW1/4, described as follows: Commencing at southwest corner of N1/2 of NW1/4 of NW1/4; thence Easterly along south line 806.667 feet; thence North parallel to west line of forty 270 feet; thence Westerly along a line parallel to southerly line 806.667 feet to a point on west line; thence Southerly along west line 270 feet to point of beginning. Section 32 Township 50 Range 15.

ACCEPTANCE OF RESOLUTION

Todd Pelkey, Duluth Sod ("Applicant") hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, Todd Pelkey, Duluth Sod has executed this acceptance this ____ day of _____, 2020.

_____
Todd Pelkey, Duluth Sod

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Todd Pelkey, Duluth Sod.

_____
Notary Public

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

DATE:	**June 26, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Utility Agreement – Titan Premier**	**Agenda Item: 12-F**	**Resolution 2020-93**

REQUESTED ACTION

Approve Utility Agreement with Titan Premier for a sewer main extension on Lavaque Road

BACKGROUND

Titan Premier (Kevin Kuklis) desires to privately construct a public sanitary sewer main approximately 340' in length from the city sewer main to the property on Lavaque Road for the purposes of providing sanitary service to three lots. The sewer is an extension of an existing main along the entire frontage of their property and will be located in the public right of way. The owner's engineer shall inspect the sewer main for conformance to the approved plans and in accordance to the 2017 Hermantown Construction Specifications. The owner is responsible for all costs and expenses in connection with the installation and construction. The City is entitled to repair the sewer main at the expense of the owners if owners fail to repair the sewer main. The City is entitled to inspect the utility service at any time during construction and installation. Upon completion, the main will be turned over to the City.

This sewer extension was discussed at the Utility Commission in June 2020. The owner will pay the required hook-up fees to the City and the WLSSD CAF for each lot. The owner will pay all the legal and engineering fees in connection with the documents related to this agreement.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

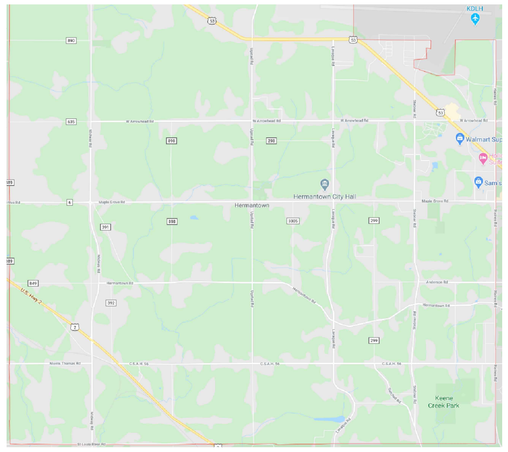
Project Location Map
Engineered Drawings
Utility Service Agreement

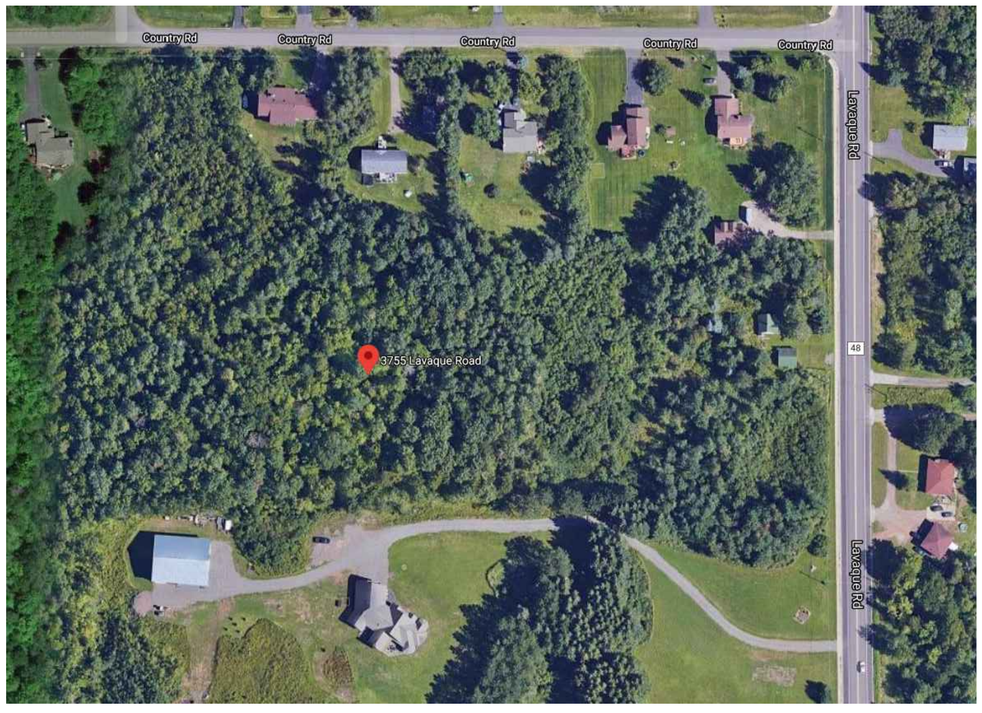
Location Map

TITAN PREMIER

SANITARY SEWER EXTENSION AND SERVICES

HERMANTOWN, MN





OWNER

OWNER CONTACT

TITAN PREMIER
KEVIN@TITAN-PREMIER.COM
3515 B LONGMIRE DR #230
COLLEGE STATION, TX 77845

SHEET INDEX

CIVIL

C1.0	TITLE SHEET
C2.0	UTILITY PLAN
C3.0	DETAILS

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CURRENT VERSION OF THE CITY OF HERMANTOWN STANDARD CONSTRUCTION SPECIFICATIONS SHALL GOVERN.

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

NAME: ELI RUPNOW

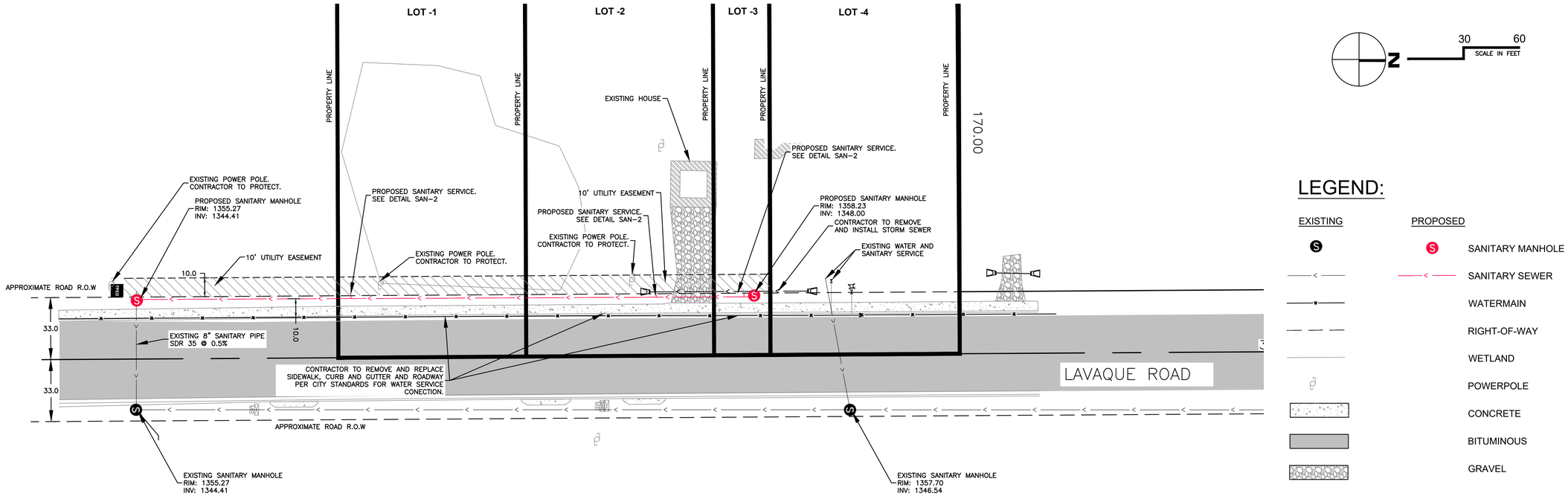
SIGNATURE:

DATE: 06.18.2020 LIC. No: 46681

TITLE SHEET C1.0

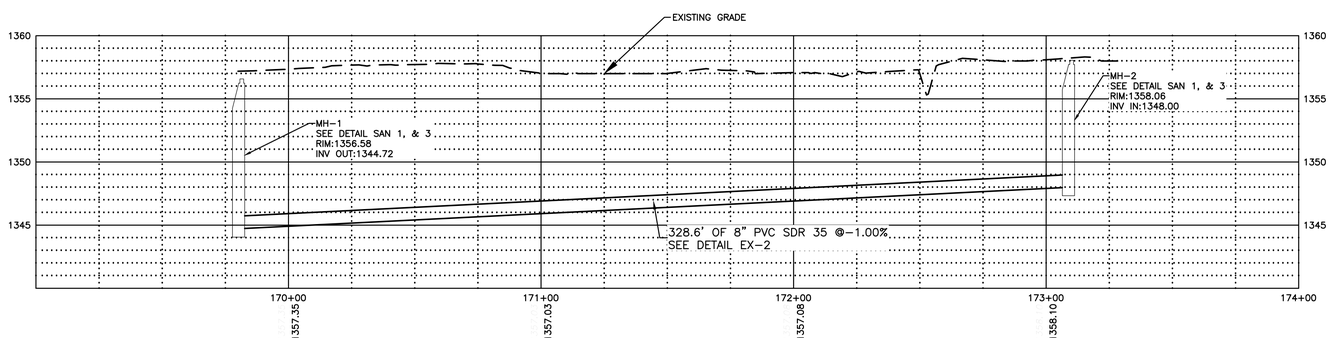
TITAN PREMIER
3755 LAVAQUE ROAD
HERMANTOWN, MN 55038
15 JUNE 2020

SITE DESIGN



LEGEND:

EXISTING	PROPOSED	
S	S	SANITARY MANHOLE
		SANITARY SEWER
		WATERMAIN
		RIGHT-OF-WAY
		WETLAND
		POWERPOLE
		CONCRETE
		BITUMINOUS
		GRAVEL



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

NAME: ELI RUPNOW

SIGNATURE:

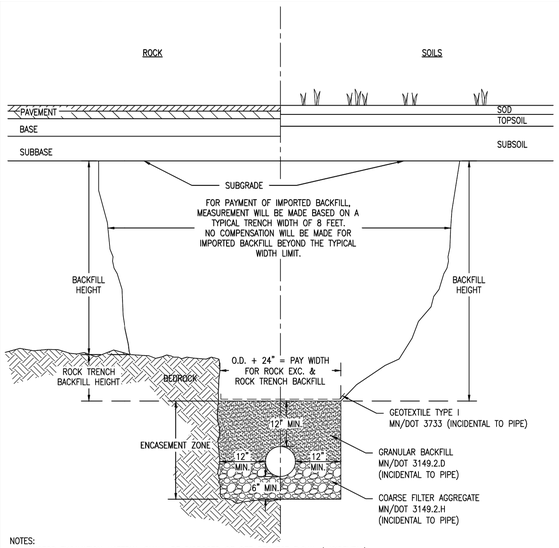
DATE: 06.18.2020 LIC. No: 46681

UTILITY PLAN
C2.0

TITAN PREMIER
3755 LAVAQUE ROAD
HERMANTOWN, MN 55038

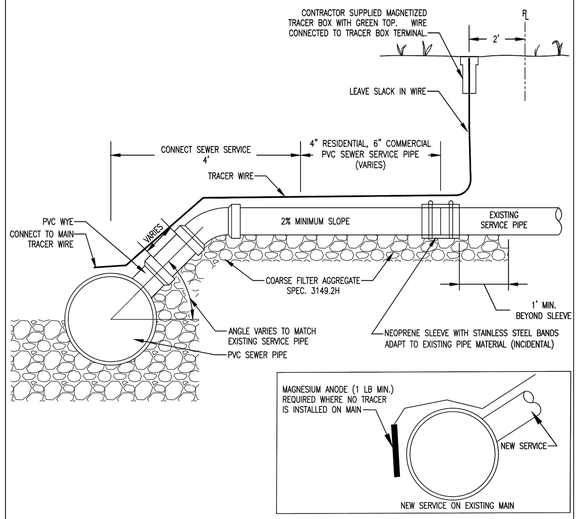
15 JUNE 2020

SITE DESIGN



NOTES:
1. EXCESS EXCAVATION MATERIAL SHALL BE DISPOSED OF OFF PROJECT R.O.W. (INCIDENTAL)
2. PAY WIDTH FOR ROCK EXCAVATION SHALL BE BASED ON OUTSIDE DIAMETER OF PIPE PLUS 24".
3. A MINIMUM OF 1 CUBIC YARD OF STRUCTURE EXCAVATION, CLASS R, WILL BE PAID FOR EVERY 10' OF PIPE WHERE ROCK REMOVAL IS REQUIRED.
4. TRENCH STABILIZATION BEDDING MATERIAL MAY BE USED IN AREAS AS DETERMINED BY THE ENGINEER.
5. ENCASEMENT ZONE MATERIAL SHALL BE COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DENSITY.
6. BACKFILL SHALL BE SELECT GRADING MATERIAL FOUND ON-SITE WHEN DEEMED SUITABLE BY THE ENGINEER OR AS OTHERWISE DEFINED IN THE PROJECT SPECIAL PROVISIONS. WHEN ON-SITE MATERIAL IS NOT SUITABLE AND WHEN BACKFILL MATERIAL IS NOT SPECIFIED, IMPORTED MATERIAL MEETING MN/DOT 3149.2.D.1 GRANULAR BACKFILL SHALL BE PROVIDED. USE OF NATIVE ON-SITE MATERIAL IS INCIDENTAL.
7. COMPACT BACKFILL MATERIALS TO 100% OF MAXIMUM STANDARD PROCTOR DENSITY FOR THE UPPER 3' BELOW THE SUBGRADE, AND TO 95% OF MAXIMUM STANDARD PROCTOR DENSITY BELOW THE UPPER 3'.

The City of Hermantown MINNESOTA	PVC AND CORRUGATED POLYETHYLENE SEWER PIPE BEDDING DETAIL	EX-2	NO SCALE
	CITY OF HERMANTOWN STANDARD DETAIL PUBLIC WORKS DEPARTMENT	APPROVED 8/15/2017	

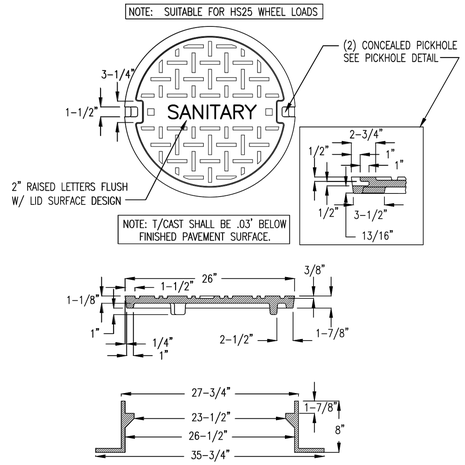


NOTES
1. BID ITEM FOR PVC WYE INCLUDES FURNISHING AND INSTALLING WYE IN SEWER MAIN.
2. CONNECT SEWER SERVICE INCLUDES 6" PVC SEWER SERVICE PIPE (TO 4' FROM C/L) AND ALL FITTINGS
3. 6" PVC SEWER SERVICE PIPE IS INTENDED FOR THE RECONSTRUCTION OF SEWER SERVICES (WHEN FOUND TO BE IN NEED BY THE ENGINEER) COMPLETE IN PLACE FROM 4.0' BEYOND THE C/L OF THE SEWER MAIN TO A POINT DESIGNATED BY THE ENGINEER
4. FOR NEW SERVICES, PIPE TO STOP AT RIGHT OF WAY
5. #12 GAUGE GREEN INSULATED COPPER TRACER WIRE SHALL BE INSTALLED WITH SANITARY SEWER MAINS AND SERVICES. TRACER WIRE TERMINAL BOXES SHALL BE INSTALLED DIRECTLY ABOVE THE SEWER SERVICE OR AS DETERMINED BY THE ENGINEER
6. FOR SERVICES, TRACER WIRE SHALL RUN FROM THE WYE AND TERMINATE IN A FLUSH MOUNTED TRACER BOX WITH A GREEN CAST IRON LOCKABLE TOP.
7. THE TRACER WIRE SHALL REMAIN CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. SPLICES IN THE TRACER WIRE SHOULD BE MADE WITH SPLIT BOLT CONNECTORS. WIRE NUTS SHALL NOT BE USED. A WATER-PROOF CONNECTION IS NECESSARY TO PREVENT CORROSION.

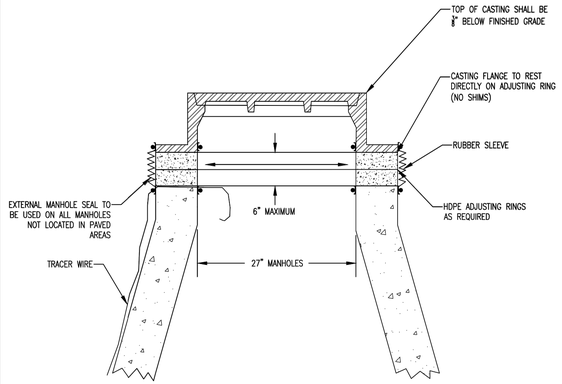
The City of Hermantown MINNESOTA	TYPICAL SEWER SERVICE CONNECTION	SAN-2	NO SCALE
	CITY OF HERMANTOWN STANDARD DETAIL PUBLIC WORKS DEPARTMENT	APPROVED 8/15/2017	

WGT. 298 LBS		MATERIAL: GRAY IRON CLASS 35B
WGT. 122 LBS	TOTAL WEIGHT 420 LBS.	SPEC.: ASTM A-48-74

NOTE: SUITABLE FOR HS25 WHEEL LOADS



The City of Hermantown MINNESOTA	SANITARY CASTING DETAIL	SAN-1	NO SCALE
	CITY OF HERMANTOWN STANDARD DETAIL PUBLIC WORKS DEPARTMENT	APPROVED 8/15/2017	



NOTE:
1. ALL SEALS SHALL EXTEND FROM THE CASTING TO THE CONE
2. TRACER WIRE REQUIRED ON ALL SANITARY SEWER MAINS

The City of Hermantown MINNESOTA	EXTERNAL MANHOLE FRAME SEAL IN NON-PAVED AREAS	SAN-3	NO SCALE
	CITY OF HERMANTOWN STANDARD DETAIL PUBLIC WORKS DEPARTMENT	APPROVED 8/15/2017	

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

NAME: ELI RUPNOW

SIGNATURE:

DATE: 06.18.2020 LIC. No: 46681

TITAN PREMIER

3755 LAVAQUE ROAD

HERMANTOWN, MN 55038

15 JUNE 2020

SITE DESIGN

DETAILS

C3.0

Resolution No. 2020-93

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER UTILITY SERVICE AGREEMENT WITH TITAN PREMIER

WHEREAS, Titan Premier ("Owner") desires to extend sanitary sewer from the City of Hermantown, a municipal corporation (hereinafter called "City"); and

WHEREAS, Owner is the owner of real estate ("Owners Property") situated in St. Louis County, Minnesota legally described on **Exhibit A** attached hereto; and

WHEREAS, Owner desires to extend sanitary sewer service from City for Owner's Property from the City sanitary sewermain ("Sewermain") on Lavaque Road; and

WHEREAS, the location of the Sanitary Sewermain and the proposed service line to provide service to the Owner's Property is shown on **Exhibit B** attached hereto; and

WHEREAS, City has agreed to allow Owner to extend sanitary sewer service to Owner's Property under the terms and conditions specified in the Utility Service Agreement **Exhibit C**.

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of Hermantown, Minnesota, that the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Utility Agreement substantially in the form of the one attached hereto as **Exhibit C**.

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 July 6, 2020.

EXHIBIT A

North 130.00 feet of South 230.00 feet of East 750.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4, EXCEPT the South 100.00 feet of East 258.00 feet thereof of Section 27, Township 50, Range 15

PID: 395-0010-08331

AND

The South 100.00 feet of the North 130.00 feet of the South 230.00 feet of the East 258.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4 thereof of Section 27, Township 50, Range 15

PID: 395-0010-08333

AND

Easterly 750.00 feet of Southerly 100.00 feet of that part of the S1/2 of S1/2 of NE1/4 of SE1/4 AND That part of said S1/2 of S1/2 of NE1/4 of SE1/4, which lies West of the East 750.00 feet thereof AND which lies Southerly of the plat of COUNTRY ACRES, as monumented AND which lies Easterly of the plat of COUNTRY ACRES 2ND ADDITION, as monumented of Section 27, Township 50, Range 15.

PID: 395-0010-08332

EXHIBIT B

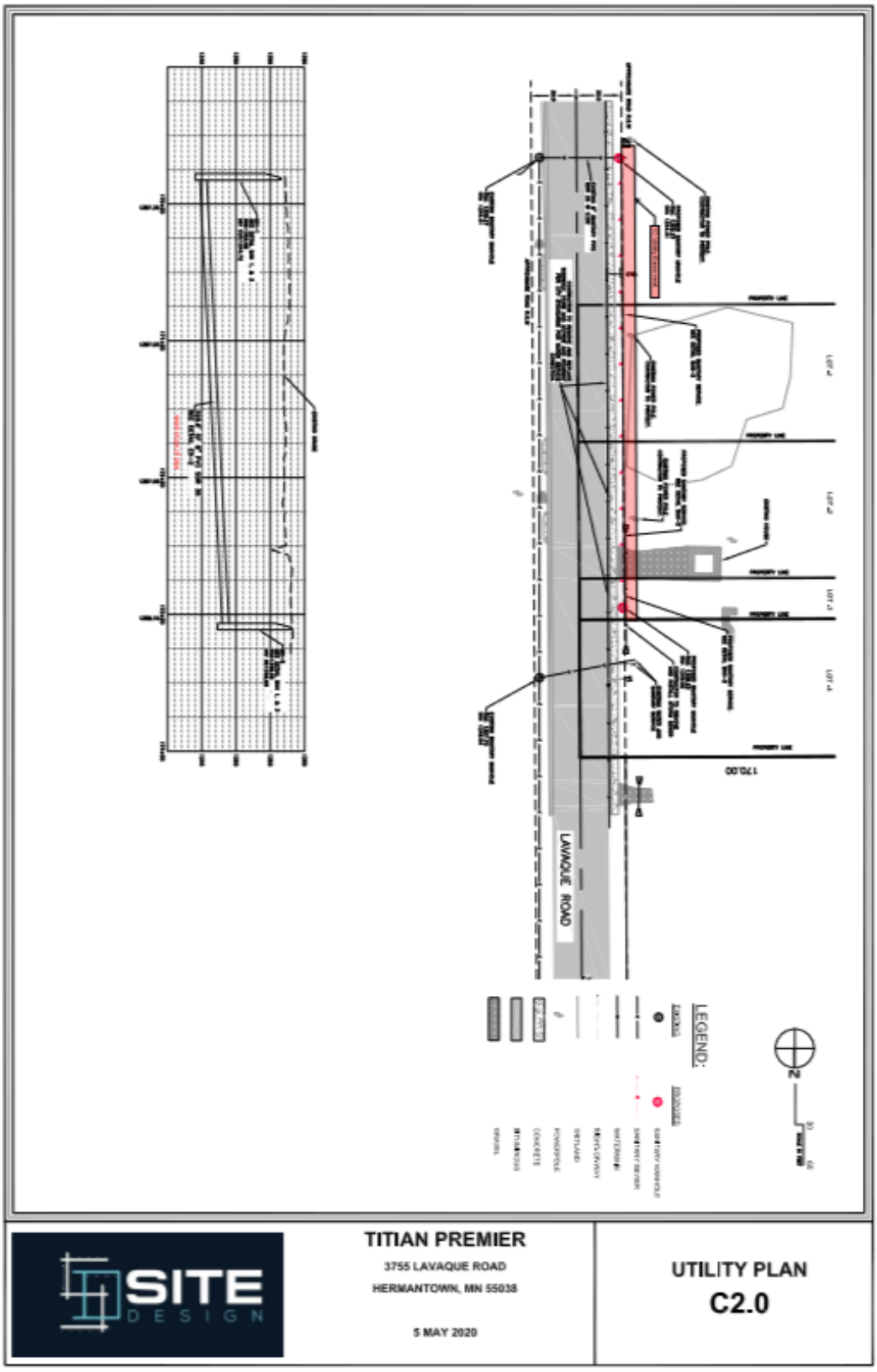

LAVAQUE ROAD
LEGEND:
SITE DESIGN
TITIAN PREMIER
3755 LAVAQUE ROAD
HERMANTOWN, MN 55038
5 MAY 2020
UTILITY PLAN
C2.0

EXHIBIT C

UTILITY SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, between the **City of Hermantown**, a municipal corporation (hereinafter called "City"), and Titan Premier, ("Owner"), is made in response to the following situation:

A. Owner is the owner of real estate ("Owner's Property" or "Property") situated in St. Louis County, Minnesota, legally described on **Exhibit A** attached hereto.

B. Owner desires to construct privately a public sanitary sewer main approximately 340' in length. The owner's engineer shall inspect the sanitary sewer main for conformance to the approved plans and in accordance to the 2017 Hermantown Construction Specifications.

C. The location of the Sanitary Sewermain and the proposed service line to provide service to the Owner's Property is shown on the approved plans as **Exhibit B** attached hereto.

D. City has agreed to allow Owner to obtain sanitary sewer service to Owner's Property under the terms and conditions specified herein.

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

1. Owner shall pay to City's utility department the sum of $885.00 for a sanitary sewer hook-up charge and permit as well as a WLSSD Capacity Availability Fee of $940.00 for each lot The amount required to be paid under this Section 1 of this Agreement shall be paid in cash upon the execution of this Agreement by Owner, provided, however, that the sewer availability charge may, at the option of Owner be paid under a standard City contract.

2. Owner shall provide a security deposit equal to 125% of cost of construction of the Sanitary Sewermain Improvements at time of Agreement execution. The security is to be in effect until all of the Sanitary Sewermain Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Sanitary Sewermain Improvements attesting that they have been properly constructed. No building permits shall be granted for the Property until the Certificate of Completion is issued.

3. In consideration of the payment of such sums and the performance of all of the other obligations of Owner to City hereunder, City hereby grants to Owner the right to extend the sanitary sewermain to connect to the Property.

4. Owner covenants and agrees to execute a petition in substantially the form attached hereto as **Exhibit C** for the extension of the City Sanitary Sewermain adjacent to the Property along Lavaque Road and that confirms Owner's obligation to pay for the cost of an extension of the Sanitary Sewermain.

5. Owner shall be responsible for, indemnify and hold harmless the City from paying for all costs and expenses in connection with the installation, construction of the Sanitary Serwermain extension. City shall be entitled to repair the Sanitary Sewermain at the expense of Owner if Owner fails to repair the Sanitary Sewermain. Any costs and expenses incurred by the City in connection with any such repair of the Sanitary Sewermain shall be paid by Owner to the City immediately upon receipt by Owner of an itemized statement for the cost and expense incurred by the City in repairing the Sanitary Sewermain. If Owner fails to pay such amount to the City within thirty (30) days of the mailing of such itemized statement by the City to Owner, then the City may proceed to collect such amount from Owner in whatever manner it deems appropriate, including, without limitation, assessing the amount of such statement against the Property in the manner provided by law. In this regard, Owner agrees that any charge made the City for the repair of the Sanitary Sewermain shall be a charge for sanitary sewer service. Nothing in this section shall be deemed to require the City to repair the Sanitary Sewermain. Owner acknowledges that if Owner fails to repair the Sanitary Sewermain, that City may discontinue allowing Owner to have access to the Sanitary Sewermain. Owner hereby grants City permission to test the Sanitary Sewermain for leaks at any time and Owner agrees to pay the cost of performing any such test (i) once per calendar year or (ii) if the test shows that the Sanitary Sewermain is leaking.

6. Owner shall pay all legal fees and other expenses and any engineering fees and expenses incurred by the City of Hermantown in connection with the preparation of the Agreement and the documents related to this Agreement. A failure by Owner to pay such fees and expenses shall entitle City to discontinue providing water service to Owner until such fees and expenses are paid. Such fees and expenses shall also be deemed to be a charge for water service.

7. Owner shall complete a standard form of City's Sanitary Sewer Application prior to making any connection to the Sanitary Sewermain.

8. Owner agrees to notify the City at least three (3) working days before Owner commences the construction of the Sanitary Sewermain extension and does further agree that no connection shall be made by Owner to the Sanitary Sewermain until such connection, including the location of such connection, is approved and, if applicable, made by the City Public Works Director.

9. Owner agrees that the Sanitary Sewermain extension shall be built and installed in accordance with all applicable building, plumbing and other codes and regulations and in accordance with the policies, requirements and procedures of the Utility Commission of the City including the installation of required clean-outs, if applicable. The City shall be entitled to inspect the Utility Service at any time during the construction and installation of it. A drawing showing the location of the Utility Service, which must show that it is within the City Right of Way, a design for installation of the Utility Service shall be prepared by a Minnesota registered engineer and submitted to the City Public Works Director and City Engineer for their review and written approval which shall be noted on the design and drawing. No changes in the design of the Sanitary Sewer Main shall be made without the prior written approval of the City Public Works Director and City Engineer. An "as-built" record drawing showing the location and depth of the Sanitary Sewermain and a collateral assignment of any warranties related to the construction and installation of the Sanitary Sewermain, including any covering the pipe utilized in such installation, of the shall be provided to the City within ten (10) days after the completion of the installation of the Sanitary Sewermain. If such "as-

built" record drawing is not provided within such time then, in that event, the City shall be entitled to discontinue sanitary sewer service to the Property until such drawing is provided.

10. Owner further covenants, acknowledges and agrees that this Agreement only allows for the connections to the Sanitary Sewermain for the Property as shown on the attached Exhibit B.

11. It is expressly understood and agreed that a decision by the City not to exercise any rights granted it on any default shall not constitute a waiver of any such rights on any further or subsequent default.

12. If any provision of this Agreement shall be determined to be illegal or unenforceable such illegality or unenforceability shall not affect the remaining provisions of this Agreement but it shall be construed as if such provision were not contained herein.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CITY:

City of Hermantown

By _____
Its Mayor

And by _____
Its City Clerk

Owner:

_____

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

On this _____day of _____, 2020, before me, a notary public within and for said County, personally appeared L Wayne Boucher and Bonnie Engseth, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk of the City of Hermantown, the City named in the foregoing instrument, and acknowledge said instrument to be the free act and deed of said City.

(Notary Stamp)

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2020, before me, a notary public within and for said County, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

(Notary Stamp)

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Steven C. Overom
Overom Law
11 East Superior St., Suite 543
Duluth, Minnesota 55802
(218) 625-8460

EXHIBIT A
Legal Description of Owner's Property

North 130.00 feet of South 230.00 feet of East 750.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4, EXCEPT the South 100.00 feet of East 258.00 feet thereof of Section 27, Township 50, Range 15

PID: 395-0010-08331

AND

The South 100.00 feet of the North 130.00 feet of the South 230.00 feet of the East 258.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4 thereof of Section 27, Township 50, Range 15

PID: 395-0010-08333

AND

Easterly 750.00 feet of Southerly 100.00 feet of that part of the S1/2 of S1/2 of NE1/4 of SE1/4 AND That part of said S1/2 of S1/2 of NE1/4 of SE1/4, which lies West of the East 750.00 feet thereof AND which lies Southerly of the plat of COUNTRY ACRES, as monumented AND which lies Easterly of the plat of COUNTRY ACRES 2ND ADDITION, as monumented of Section 27, Township 50, Range 15.

PID: 395-0010-08332

EXHIBIT B

Map Showing Location of Existing Sanitary Sewermain
and
Proposed Location of Sanitary Sewer Service Line

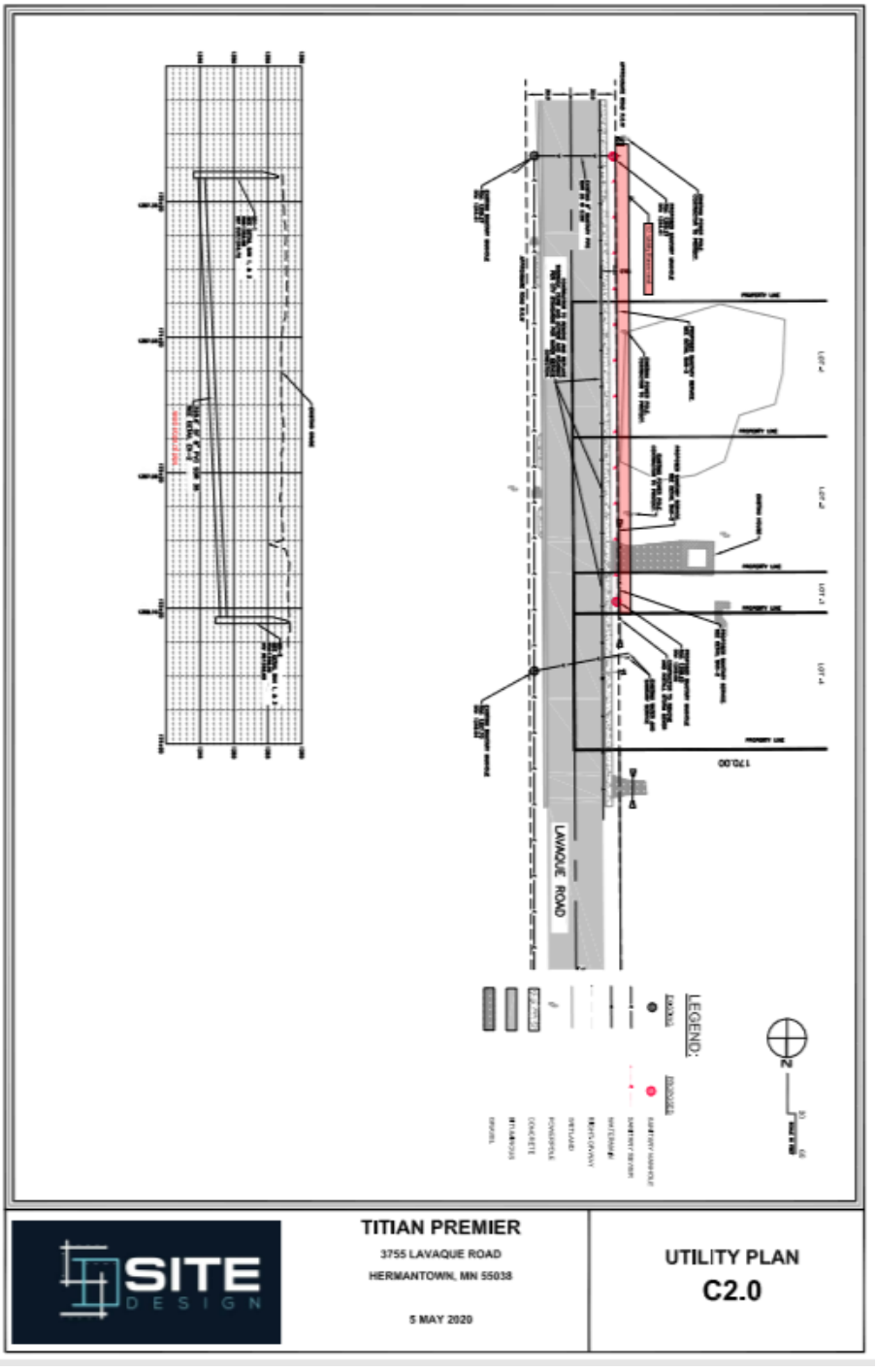


EXHIBIT C
PETITION

TO: The City Council of the City of Hermantown

_____ ("Owner"), being the fee owner of real estate in the City of Hermantown, County of St. Louis, State of Minnesota, does hereby petition your honorable body to cause the following improvements to be made within said City, to-wit:

Extension of the City's Sanitary Sewermain along Lavaque Road adjacent and abutting on the property located in said City, County and State, legally described on **Exhibit A** attached hereto.

and does for himself and his successors and assigns, irrevocably appoint the Chairman of the Utility Commission of the City of Hermantown as his agent for the presentation of this Petition and such further petitions as are required to accomplish the improvements hereinbefore requested, to the City Council of the City of Hermantown, and finally represent that in consideration of the making of the improvements as described by the City of Hermantown, that he hereby binds himself, his successors and assigns to pay all assessments arising by reason of the ordering in or making of such improvements that are levied in accordance with then applicable law and then applicable City of Hermantown policies and procedures, including those applicable to delineate wetland areas.

Owner by this Petition agrees that Owner will not and may not challenge the amount of the assessment based on the argument that the Owner's Property will not be benefitted by the extension of the Sanitary Sewermain.

IN WITNESS WHEREOF, _____ has caused this Petition to be executed this_____ day of _____, 2020

_____

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2020, before me, a notary public within and for said County, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

(Notary Stamp)

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Steven C. Overom
Overom Law
11 East Superior St., Suite 543
Duluth, Minnesota 55802
(218) 625-8460

EXHIBIT A
Legal Description of Property

North 130.00 feet of South 230.00 feet of East 750.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4, EXCEPT the South 100.00 feet of East 258.00 feet thereof of Section 27, Township 50, Range 15

PID: 395-0010-08331

AND

The South 100.00 feet of the North 130.00 feet of the South 230.00 feet of the East 258.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4 thereof of Section 27, Township 50, Range 15

PID: 395-0010-08333

AND

Easterly 750.00 feet of Southerly 100.00 feet of that part of the S1/2 of S1/2 of NE1/4 of SE1/4 AND That part of said S1/2 of S1/2 of NE1/4 of SE1/4, which lies West of the East 750.00 feet thereof AND which lies Southerly of the plat of COUNTRY ACRES, as monumented AND which lies Easterly of the plat of COUNTRY ACRES 2ND ADDITION, as monumented of Section 27, Township 50, Range 15.

PID: 395-0010-08332

Resolution No. 2020-94

RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 11, 2020

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

The persons named below are hereby appointed judges for the Primary Election to be held in the City of Hermantown, County of St. Louis, State of Minnesota, on Tuesday, August 11, 2020.

The following judges are appointed with substitutions as necessary:

Roger Aanonsen	Beverly Allison
Alice Bubacz	Marie Chapinski
Beverly Donaldson	Thomas Donaldson
Eric Enberg	Bonnie Frey
Judy Hane	Donald Harriss
Darlene Hill	Jolynn Hill
Eva Hyde	Sandra Jennisch
Joanne Johnson	David Marquard
Luanne McMillan	Patricia Merrier
Carol Misiak	Saundra Monson
Judy Ness	Pamela Pagano
Liz Shannon	Patricia Shogren
Karen Sirois	Joan Tanski

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 July 6, 2020.

TO:	Mayor & City Council		
FROM:	John Mulder, City Administrator		
DATE:	**June 30, 2020**	**Meeting Date:**	**7/6/20**
SUBJECT:	**Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448**	**Agenda Item: 12-H**	**Resolution 2020-95**

REQUESTED ACTION

Approve Pay Application #4 to Utility Systems of America for the construction related to the Trunk Sewer Spur and Munger Trail Spur Project – Sanitary Sewer Improvement District No. 448.

BACKGROUND

Attached is Pay Application #4 for the work associated with the Hermantown Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448 from Pay Application #3 through June 27, 2020. NCE and Utility Systems of America, Inc. (USA) have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #4 is **$654,831.60**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount stands at **$65,361.82** to date.

NCE has reviewed the quantities through construction inspection and discussions with Utility Systems of America, Inc. representatives. I recommend payment in the amount of **$$654,831.60** be authorized at the July 6, 2020 City Council Meeting.

SOURCE OF FUNDS (if applicable)

Sales Tax

ATTACHMENTS

Pay Application #4

Resolution No. 2020-95

RESOLUTION APPROVING PAY REQUEST NUMBER 4 FOR SEWER IMPROVEMENT DISTRICT NO. 448 TO UTILITY SYSTEMS OF AMERICA, INC. IN THE AMOUNT OF $654,831.60

WHEREAS, the City of Hermantown has contracted with Utility Systems of America, Inc. for construction of Sewer Improvement District No. 448 ("Project"); and

WHEREAS, Utility Systems of America, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Utility Systems of America, Inc. has submitted Pay Request No. 4 in the amount of $654,831.60; and

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

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 4 provided that $65,361.82 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

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

1. Pay Request No. 4 is hereby approved.

2. The City is hereby authorized and directed to pay to Utility Systems of America, Inc. the sum of $654,831.60 which is the amount represented on Pay Request No. 4.

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 July 6, 2020.

Northland
Consulting Engineers L.L.P.

Structural, Civil and Forensic Engineering Services

June 30, 2020

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

Re: Hermantown Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448

Dear John:

Attached is Pay Application #4 for the work associated with the Hermantown Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448 from Pay Application #3 through June 27, 2020. NCE and Utility Systems of America, Inc. (USA) have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #4 is **$654,831.60**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount stands at **$65,361.82** to date.

NCE has reviewed the quantities through construction inspection and discussions with Utility Systems of America, Inc. representatives. I recommend payment in the amount of **$$654,831.60** be authorized at the July 6, 2020 City Council Meeting.

Please contact me with any questions you may have.

Thank you,

David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Bonnie Engseth
Adam Zwak, P.E.
Jim Pucel, P.E.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

Application Period: May 23, 2020 to June 27, 2020		Application Date: 6/29/2020
To (Owner): City of Hermantown	From (Contractor): Utility Systems of America, Inc.	Via (Engineer): Northland Consulting Engineers, LLP
Project: Trunk Sewer Spur & Munger Trail Spur - Sanitary Sewer Improvement District No. 448	Contract: Trunk Sewer Spur & Munger Trail Spur - Sanitary Sewer Improvement District No. 448	
Owner's Contract No.: Sanitary Sewer Improvement District No. 448	Contractor's Project No.:	Engineer's Project No.: 16-808

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE			$4,209,784.30
2. Net change by Change Orders			
3. Current Contract Price (Line 1 ± 2)			$4,209,784.30
4. TOTAL COMPLETED AND STORED TO DATE See attached Pay Application Summary			$1,307,236.35
5. RETAINAGE:			
a. 5% X	$1,146,541.90		$57,327.10
b. 5% X	$160,694.45	Stored Material	$8,034.72
c. Total Retainage (Line 5.a + Line 5.b)			$65,361.82
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$1,241,874.53
7. LESS PREVIOUS PAYMENTS (Line 8)			$587,042.93
9. AMOUNT DUE THIS APPLICATION			$654,831.60
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above)			$2,967,909.77

Application For Payment
Previous Pay Application Summary

Approved Pay Applications

Number	Date	Amount
1	4/6/2020	$ 455,588.49
2	5/4/2020	$ 30,045.81
3	6/3/2020	$ 101,408.63
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
8. TOTALS	**$587,042.93**	

Payment of: $ **$654,831.60**
(Line 9 or other - attach explanation of the other amount)

is recommended by: _____ 6/30/2020
David Bolf, P.E. - City Engineer (Date)

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 - Utility Systems of America

By:	Date: 6-30-20

EJCDC® C-620 Contractor's Application for Payment
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Northland
Consulting Engineers L.L.P.
Structural, Civil and Forensic Engineering

Pay Application #4 - 06/29/20
Trunk Sewer Spur & Munger Trail Spur
Sanitary Sewer District Improvement District No. 448

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	USA Unit Price	Trunk Sewer Spur			Munger Trail Spur			Total Project	
						Contract Quantities	Completed Quantities	Completed Cost	Contract Quantities	Completed Quantities	Completed Cost	Completed Quantities	Completed Cost
		BASE BID											
1	2021.501	MOBILIZATION	LS	1.00	$ 434,000.00	0.80	0.40	$ 173,600.00	0.20	0.10	$ 43,400.00	0.50	$ 217,000.00
2	2021.601	BLAST MONITORING/SURVEY	LS	1.00	$ 45,000.00	1.00	0.25	$ 11,250.00	-		$ -	0.25	$ 11,250.00
3	2031.601	FIELD OFFICE	LS	1.00	$ 7,500.00	0.80	0.80	$ 6,000.00	0.20	0.20	$ 1,500.00	1.00	$ 7,500.00
4	2051.601	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1.00	$ 1,000.00	0.80		$ -	0.20		$ -		$ -
5	2101.501	CLEARING	ACRE	18.00	$ 12,000.00	14.50	14.50	$ 174,000.00	3.50	3.50	$ 42,000.00	18.00	$ 216,000.00
6	2101.506	GRUBBING	ACRE	18.00	$ 1,500.00	14.50	10.00	$ 15,000.00	3.50	3.00	$ 4,500.00	13.00	$ 19,500.00
7	2104.502	REMOVE CASTING	EACH	1	$ 250.00	1		$ -	-		$ -		$ -
8	2104.502	SALVAGE ELECTRICAL PEDESTAL AND SIGN	EACH	6	$ 350.00	6		$ -	-		$ -		$ -
9	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	20	$ 5.00	20	29	$ 145.00	-		$ -	29	$ 145.00
10	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	10	$ 5.00	10		$ -	-		$ -		$ -
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	156	$ 4.00	156	61	$ 244.00	-		$ -	61	$ 244.00
12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	170	$ 7.00	170		$ -	-		$ -		$ -
13	2104.509	REMOVE CONCRETE PAVEMENT	SY	852	$ 9.00	852		$ -	-		$ -		$ -
14	2104.509	REMOVE BITUMINOUS PAVEMENT	SY	343	$ 4.00	227	47	$ 188.00	116		$ -	47	$ 188.00
15	2104.518	REMOVE CONCRETE WALK	SF	630	$ 1.00	630		$ -	-		$ -		$ -
16	2104.601	REMOVE LIFT STATION	LS	1.00	$ 20,000.00	1.00		$ -	-		$ -		$ -
17	2104.602	REMOVE GREENHOUSES	EACH	8	$ 1,000.00	8	8	$ 8,000.00	-		$ -	8	$ 8,000.00
18	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN)	SY	28,750	$ 1.65	17,000		$ -	11,750		$ -		$ -
19	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN) (PATCHING)	SY	250	$ 4.00	250	47	$ 188.00	-		$ -	47	$ 188.00
20	2106.507	EXCAVATION - COMMON	CY	20,683	$ 11.00	16,760		$ -	3,923	1,908	$ 20,988.00	1,908	$ 20,988.00
21	2106.507	COMMON EMBANKMENT (CV)	CY	3,924	$ 7.00	3,179		$ -	745	667	$ 4,669.00	667	$ 4,669.00
22	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CY	5,500	$ 21.00	3,200		$ -	2,300		$ -		$ -
23	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV) (PATCHING)	CY	100	$ 22.00	100	31	$ 682.00	-		$ -	31	$ 682.00
24	2106.601	DEWATERING	LS	1	$ 50,000.00	0.80	0.20	$ 10,000.00	0.20		$ -	0.20	$ 10,000.00
25	2106.601	TURF & WETLAND RESTORATION	LS	1	$ 30,000.00	0.80		$ -	0.20		$ -		$ -
26	2106.602	KEENE CREEK CROSSING	EACH	4	$ 4,000.00	3	1	$ 4,000.00	1		$ -	1	$ 4,000.00
27	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	7,611	$ 30.00	4,434		$ -	3,177		$ -		$ -
28	2211.507	AGGREGATE BASE (CV) CLASS 5 (PATCHING)	CY	60	$ 40.00	60	8	$ 320.00	-		$ -	8	$ 320.00
29	2301.509	CONCRETE PAVEMENT 7" (MAPLE GROVE ESTATES)	SY	852	$ 88.00	852		$ -	-		$ -		$ -
30	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;B)	TON	1,770	$ 80.00	-		$ -	1,770		$ -		$ -
31	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) (PATCHING)	TON	35	$ 154.00	35		$ -	-		$ -		$ -
32	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C) (PATCHING)	TON	32	$ 154.00	32		$ -	-		$ -		$ -
33	2412.503	3X6 PRECAST CONRETE BOX CULVERT	LF	64	$ 850.00	34		$ -	30	30	$ 25,500.00	30	$ 25,500.00
34	2451.507	COARSE FILTER AGGREGATE (CV)	CY	1,045	$ 24.00	1,045	72	$ 1,718.40	-		$ -	72	$ 1,718.40
35	2451.507	GRANULAR BACKFILL (LV)	CY	6,275	$ 14.00	6,275		$ -	-		$ -		$ -
36	2451.507	STRUCTURE EXCAVATION, CLASS R	CY	4,825	$ 52.00	4,825	166	$ 8,632.00	-	18	$ 936.00	184	$ 9,568.00
37	2501.502	12" CAS PIPE APRON	EACH	26	$ 300.00	18		$ -	8		$ -		$ -
38	2501.502	15" CAS PIPE APRON	EACH	45	$ 325.00	-		$ -	45	8	$ 2,600.00	8	$ 2,600.00
39	2501.503	12" CAS PIPE CULVERT	LF	328	$ 50.00	230		$ -	98		$ -		$ -
40	2501.503	15" CAS PIPE CULVERT	LF	590	$ 53.00	-		$ -	590	124	$ 6,572.00	124	$ 6,572.00
41	2503.503	8" PVC PIPE SEWER (SDR35)	LF	547	$ 117.00	547	32	$ 3,744.00	-		$ -	32	$ 3,744.00
42	2503.503	10" PVC PIPE SEWER (SDR35)	LF	5,651	$ 119.00	5,651	3,350	$ 398,650.00	-		$ -	3,350	$ 398,650.00
43	2503.503	10" PVC PIPE SEWER (SDR26)	LF	3,203	$ 121.00	3,203		$ -	-		$ -		$ -
44	2503.602	BENTONITE TRENCH DAM	EACH	74	$ 1,900.00	74	21	$ 39,900.00	-		$ -	21	$ 39,900.00
45	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3	$ 1,500.00	3	2	$ 3,000.00	-		$ -	2	$ 3,000.00
46	2503.602	PLUG AND ABANDON PIPE SEWER	EACH	6	$ 500.00	6		$ -	-		$ -		$ -
47	2503.603	TELEVISE SANITARY SEWER	LF	9,401	$ 2.50	9,401		$ -	-		$ -		$ -
48	2504.604	3" POLYSTRENE INSULATION	SY	135	$ 50.00	135		$ -	-		$ -		$ -
49	2506.502	CASTING ASSEMBLY	EACH	5	$ 800.00	5	1	$ 800.00	-		$ -	1	$ 800.00
50	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LF	508	$ 525.00	508	136.71	$ 71,772.75	-		$ -	137	$ 71,772.75
51	2506.602	CASTING ASSEMBLY SPECIAL	EACH	33	$ 800.00	33		$ -	-		$ -		$ -

52	2506.602	MANHOLE FRAME SEAL (EXTERNAL)	EACH	38	$ 250.00	38	1	$ 250.00	-		$ -	1	$ 250.00
53	2506.603	CONSTRUCT 8" INSIDE DROP	LF	6	$ 200.00	6		$ -	-		$ -		$ -
54	2521.518	6" CONCRETE WALK	SF	630	$ 9.25	630		$ -	-		$ -		$ -
55	2531.503	CONCRETE CURB AND GUTTER, DESIGN B624	LF	20	$ 55.00	20	29	$ 1,595.00	-		$ -	29	$ 1,595.00
56	2545.602	INSTALL ELECTRICAL PEDESTAL AND SIGN	EACH	6	$ 750.00	6		$ -	-		$ -		$ -
57	2563.601	TRAFFIC CONTROL	LS	1.00	$ 27,500.00	0.80	0.20	$ 5,500.00	0.20		$ -	0.20	$ 5,500.00
58	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1.00	$ 1,000.00	0.80	0.40	$ 400.00	0.20	0.10	$ 100.00	0.50	$ 500.00
59	2573.502	STORM DRAIN INLET PROTECTION	EACH	37	$ 300.00	27		$ -	10		$ -		$ -
60	2573.503	FILTER BERM TYPE 4	LF	18,895	$ 2.00	13,848	3,500	$ 7,000.00	5,047	1,200	$ 2,400.00	4,700	$ 9,400.00
61	2573.503	SILT FENCE; TYPE MS	LF	8,463	$ 2.25	3,541	14,906	$ 33,538.50	4,922	4,393	$ 9,884.25	19,299	$ 43,422.75
62	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	18,895	$ 2.75	13,848	500	$ 1,375.00	5,047		$ -	500	$ 1,375.00
63	2573.601	HERMANTOWN PUBLIC WORKS STORMWATER IMPROVEMENTS	LS	1.00	$ 50,000.00	-		$ -	1.00		$ -		$ -
64	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SY	3,277	$ 1.65	1,795		$ -	1,482		$ -		$ -
65	2575.505	SEEDING	ACRE	16.75	$ 60.00	14.00		$ -	2.75		$ -		$ -
66	2575.508	SEED MIXTURE 36-311 (UPLAND)	LB	775	$ 35.00	550		$ -	225		$ -		$ -
67	2575.508	SEED MIXTURE 34-371 (WETLAND)	LB	575	$ 75.00	450		$ -	125		$ -		$ -
68	2575.605	MULCH MATERIAL TYPE 1	ACRE	16.75	$ 700.00	14.00		$ -	2.75		$ -		$ -
69	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LF	71	$ 12.00	71		$ -	-		$ -		$ -
70	2582.503	4" SOLID LINE PAINT (WHITE)	LF	102	$ 6.00	102		$ -	-		$ -		$ -
71	2582.503	24" SOLID LINE PAINT (WHITE)	LF	50	$ 14.00	-		$ -	50		$ -		$ -
		BID ALTERNATE #1 - MAINTENANCE ROAD PAVING											
72	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;B)	TON	425	$ 80.00	-		$ -	425		$ -		$ -
		BID ALTERNATE #2 - MAINTENANCE ROAD ALONG MAPLE GROVE											
73	2104.502	SALVAGE 24" RC PIPE APRON	EACH	1	$ 400.00	-		$ -	1		$ -		$ -
74	2104.502	SALVAGE LIGHT POLE AND BASE	EACH	1	$ 600.00	-		$ -	1		$ -		$ -
75	2104.502	SALVAGE SIGN	EACH	1	$ 50.00	-		$ -	1		$ -		$ -
76	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN)	SY	700	$ 3.00	-		$ -	700		$ -		$ -
77	2106.507	EXCAVATION - COMMON	CY	250	$ 25.00	-		$ -	250		$ -		$ -
78	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CY	150	$ 30.00	-		$ -	150		$ -		$ -
79	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	175	$ 32.00	-		$ -	175		$ -		$ -
80	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;B)	TON	68	$ 83.00	-		$ -	68		$ -		$ -
81	2501.503	24" RC PIPE SEWER DESIGN 3006	LF	10	$ 120.00	-		$ -	10		$ -		$ -
82	2501.602	INSTALL RC PIPE APRON	EACH	1	$ 200.00	-		$ -	1		$ -		$ -
83	2545.602	INSTALL LIGHT POLE	EACH	1	$ 6,500.00	-		$ -	1		$ -		$ -
84	2564.602	INSTALL SIGN	EACH	1	$ 200.00	-		$ -	1		$ -		$ -

TRUNK SEWER SPUR COST	MUNGER TRAIL SPUR COST	TOTAL AMOUNT EARNED
$981,492.65	$165,049.25	$1,146,541.90

CONTRACT BREAKDOWN	
ORIGINAL TRUNK SEWER CONTRACT AMOUNT	$3,441,999.00
ORIGINAL MUNGER TRAILCONTRACT AMOUNT	$767,785.30
TOTAL ORIGINAL CONTRACT AMOUNT	$4,209,784.30
CURRENT CONTRACT AMOUNT	$4,209,784.30

A. PREVIOUS MATERIALS STORED/ON HAND		$ 160,898.43
B. % CONSTRUCTED (Line A x -%)	-30%	$ (48,269.53)
C. ADDED MATERIALS STORED/ON HAND		$ 48,065.55
D. TOTAL COST OF MATERIALS STORED/ON HAND (Line A+B+C)		$ 160,694.45
E. TOTAL COMPLETED & STORED TO DATE (Total Amount Earned + Line D)		$ 1,307,236.35
F. 5% RETAINAGE (Line E x 5%)		$ 65,361.82
G. LESS PREVIOUS PAY APPS		$ 587,042.93
PAY APPLICATION #4 (Line E - F - G)		**$ 654,831.60**

FORTERRA™

Invoice: EL00010394
Invoice Date: 5/27/2020
Due Date: 6/27/2020
Forterra Order #: 6319296BX1
Customer PO #:
Customer #: 177300
Delivery Order #: DE0000483066

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
Crossing 3								
Filter Fabric 25"X540'	DE0000483067	1.00	0.00	350.00	350.00	20%	280.00	280.00
Tie Rod Adj 1" x 10.5" M-3111	DE0000483067	10.00	0.00	65.00	650.00	20%	52.00	520.00
6.0x3.0x4.0 Scell MNCL1 BBL Tied TxG	DE0000483066	1.00	0.00	2,400.00	2,400.00	20%	1,920.00	1,920.00
6.0x3.0x6.0 Scell MNCL1 BBL Tied TxG	DE0000483066	1.00	0.00	3,600.00	3,600.00	20%	2,880.00	2,880.00
6.0x3.0x6.0 Scell MNCL1 BBL Tied TxG	DE0000483069	1.00	0.00	3,600.00	3,600.00	20%	2,880.00	2,880.00
6.0x3.0x6.0 Scell MNCL1 BBL Tied TxG	DE0000483067	3.00	0.00	3,600.00	10,800.00	20%	2,880.00	8,640.00
Joint Seal Ezstik 1"X14.5' (2 boxes)	DE0000483067	12.00	0.00	25.00	300.00	20%	20.00	240.00
Crossing 4								
Tie Rod Adj 1" x 10.5" M-3111	DE0000483067	8.00	0.00	65.00	520.00	20%	52.00	~~416.00~~
6.0x3.0x6.0 Scell MNCL1 BBL Tied TxG	DE0000483070	3.00	0.00	3,600.00	10,800.00	20%	2,880.00	~~8,640.00~~
6.0x3.0x6.0 Scell MNCL1 BBL Tied TxG	DE0000483069	2.00	0.00	3,600.00	7,200.00	20%	2,880.00	~~5,760.00~~

INSTALLED

220368
11180-2

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal		40,220.00
Discount		8,044.00
Net Price		32,176.00
Freight Charge		0.00
Misc Charges		0.00
Prepaid Amount		0.00
Hermantown MN City Sales Tax	1.000 %	321.76
MN State Sales Tax	6.875 %	2212.10
St. Louis MN County Sales Tax	0.500 %	160.88
Net Total		**$34,870.74**
Due Date		**6/27/2020**

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

Utility Systems Of America Inc

Customer #:	177300
Invoice:	EL00010394
Invoice Date:	5/27/2020
Due Date:	6/27/2020
Amount Due:	**$34,870.74**
Amount Enclosed:	

(DEDUCT CROSSING #4 INSTALLED) → −14,816.00

INVOICE TOTAL - COST OF CULVERT INSTALLED = $20,054.74

FORTERRA™

220368
11180-2

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Invoice: ST00019643
Invoice Date: 6/11/2020
Due Date: 7/11/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000486204

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA231								
48x2.0 BBL P2 Vt	DS0000486203	1.00	2.00	193.00	386.00	20%	154.40	308.80
48x5.0 BBL P2 Vt	DS0000486203	1.00	5.00	193.00	965.00	20%	154.40	772.00
48x2.8 MonoIn1/2 P2 Vt	DS0000486203	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486203	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486203	3.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486203	2.00	0.00	189.00	378.00	20%	151.20	302.40
MH Connector NPC S406-12AW (OD 7.5-9.0)	DS0000486203	1.00	0.00	121.00	121.00	20%	96.80	96.80
SA203								
48x5.0 BBL P2 Vt	DS0000486204	1.00	5.00	193.00	965.00	20%	154.40	772.00
48x6.0 BBL P2 Vt	DS0000486204	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x3.5 Cone 27in Ecc P2	DS0000486204	1.00	3.50	158.00	553.00	20%	126.40	442.40
Gasket P2 48 inch	DS0000486204	2.00	0.00	0.00	0.00	20%	0.00	0.00
SA232								
48x6.0 BBL P2 Vt	DS0000486203	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x2.8 MonoIn1/2 P2 Vt	DS0000486203	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486203	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486203	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486203	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA236								
48x6.0 BBL P2 Vt	DS0000486204	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x2.8 MonoIn1/2 P2 Vt	DS0000486204	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486204	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486204	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486204	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA217								
48x2.8 MonoIn1/2 P2 Vt	DS0000486204	1.00	0.00	1,007.90	1,007.90	20%	806.32	~~806.32~~
Gasket P2 48 inch	DS0000486204	1.00	0.00	0.00	0.00	20%	0.00	~~0.00~~
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486204	2.00	0.00	189.00	378.00	20%	151.20	~~302.40~~

INSTALLED

FORTERRA™

Invoice: ST00019643
Invoice Date: 6/11/2020
Due Date: 7/11/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000486204

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
MH Connector NPC S406-12AW (OD 7.5-9.0)	DS0000486204	1.00	0.00	121.00	121.00	20%	96.80	~~96.80~~
SA235								
48x2.8 MonoIn1/2 P2 Vt	DS0000486203	1.00	0.00	1,007.90	1,007.90	20%	806.32	~~806.32~~
48x3.5 Cone 27in Ecc P2	DS0000486203	1.00	3.50	158.00	553.00	20%	126.40	~~442.40~~
Gasket P2 48 inch	DS0000486203	1.00	0.00	0.00	0.00	20%	0.00	~~0.00~~
MH Connector NPC S406-12AW (OD 7.5-9.0)	DS0000486203	2.00	0.00	121.00	242.00	20%	96.80	~~193.60~~
SA215								
48x3.0 BBL P2 Vt	DS0000486204	1.00	3.00	193.00	579.00	20%	154.40	~~463.20~~
Gasket P2 48 inch	DS0000486204	1.00	0.00	0.00	0.00	20%	0.00	~~0.00~~
SA215-RPL								
48x4.0 Cone 27in Ecc P2	DS0000486204	1.00	4.00	158.00	632.00	20%	126.40	~~505.60~~

INSTALLED

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal		17,038.50
Discount		3,407.70
Net Price		13,630.80
Freight Charge		0.00
Misc Charges		0.00
Prepaid Amount		0.00
MN State Sales Tax	6.875 %	937.12
St. Louis MN County Sales Tax	0.500 %	68.15
Net Total		**$14,636.07**
Due Date		**7/11/2020**

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

Utility Systems Of America Inc

Customer #:	177300
Invoice:	ST00019643
Invoice Date:	6/11/2020
Due Date:	7/11/2020
Amount Due:	**$14,636.07**
Amount Enclosed:	

(DEDUCT 217, 235, 215, 215 RPL INSTALLED) → −3616.64

INVOICE TOTAL - COST OF STRUCTURES INSTALLED = $11,019.43

FORTERRA

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

220368
11180-2

Invoice: ST00019678
Invoice Date: 6/12/2020
Due Date: 7/12/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000486521

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA204								
48x1.0 BBL P2 Vt	DS0000486522	1.00	1.00	351.00	351.00	20%	280.80	280.80
48x2.8 MonoIn1/2 P2 Vt	DS0000486521	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486522	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486521	1.00	0.00	0.00	0.00	20%	0.00	0.00
Gasket P2 48 inch	DS0000486522	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486521	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA206								
48x2.0 BBL P2 Vt	DS0000486522	1.00	2.00	193.00	386.00	20%	154.40	308.80
48x2.8 MonoIn1/2 P2 Vt	DS0000486522	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486522	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486522	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486522	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA218								
48x3.0 BBL P2 Vt	DS0000486521	1.00	3.00	193.00	579.00	20%	154.40	~~463.20~~
48x2.8 MonoIn1/2 P2 Vt	DS0000486521	1.00	0.00	1,007.90	1,007.90	20%	806.32	~~806.32~~
48x3.5 Cone 27in Ecc P2	DS0000486521	1.00	3.50	158.00	553.00	20%	126.40	~~442.40~~
Gasket P2 48 inch	DS0000486521	2.00	0.00	0.00	0.00	20%	0.00	~~0.00~~
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486521	2.00	0.00	189.00	378.00	20%	151.20	~~302.40~~
SA219								
48x3.0 BBL P2 Vt	DS0000486521	1.00	3.00	193.00	579.00	20%	154.40	~~463.20~~
48x2.8 MonoIn1/2 P2 Vt	DS0000486521	1.00	0.00	1,007.90	1,007.90	20%	806.32	~~806.32~~
48x4.0 Cone 27in Ecc P2	DS0000486521	1.00	4.00	158.00	632.00	20%	126.40	~~505.60~~
Gasket P2 48 inch	DS0000486521	2.00	0.00	0.00	0.00	20%	0.00	~~0.00~~
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486521	2.00	0.00	189.00	378.00	20%	151.20	~~302.40~~
SA220								
48x4.0 BBL P2 Vt	DS0000486521	1.00	4.00	193.00	772.00	20%	154.40	~~617.60~~
48x2.8 MonoIn1/2 P2 Vt	DS0000486521	1.00	0.00	1,007.90	1,007.90	20%	806.32	~~806.32~~
48x4.0 Cone 27in Ecc P2	DS0000486521	1.00	4.00	158.00	632.00	20%	126.40	~~505.60~~
Gasket P2 48 inch	DS0000486521	2.00	0.00	0.00	0.00	20%	0.00	~~0.00~~

INSTALLED

FORTERRA™

Invoice: ST00019678
Invoice Date: 6/12/2020
Due Date: 7/12/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000486521

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486521	2.00	0.00	189.00	378.00	20%	151.20	~~302.40~~
SA207								
48x6.0 BBL P2 Vt	DS0000486522	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x2.8 MonoIn1/2 P2 Vt	DS0000486522	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486522	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486522	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486522	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA205								
48x2.8 MonoIn1/2 P2 Vt	DS0000486522	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x8 Cvr Tp2B 27 Ecc P2	DS0000486522	1.00	0.00	526.00	526.00	20%	420.80	420.80
Gasket P2 48 inch	DS0000486522	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486522	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA208								
48x2.8 MonoIn1/2 P2 Vt	DS0000486522	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
Gasket P2 48 inch	DS0000486522	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486522	2.00	0.00	189.00	378.00	20%	151.20	302.40

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal		19,151.20
Discount		3,830.24
Net Price		15,320.96
Freight Charge		0.00
Misc Charges		0.00
Prepaid Amount		0.00
MN State Sales Tax	6.875 %	1053.32
St. Louis MN County Sales Tax	0.500 %	76.60
Net Total		**$16,450.88**
Due Date		**7/12/2020**

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

Utility Systems Of America Inc

Customer #:	177300
Invoice:	ST00019678
Invoice Date:	6/12/2020
Due Date:	7/12/2020
Amount Due:	**$16,450.88**
Amount Enclosed:	

INSTALLED
(DEDUCT 218, 219, 220) → −6323.76

INVOICE TOTAL - COST OF CULVERT INSTALLED =

$10,127.12

FORTERRA

Invoice: ST00019750
Invoice Date: 6/16/2020
Due Date: 7/16/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000486523

Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA210								
48x3.0 BBL P2 Vt	DS0000486523	1.00	3.00	193.00	579.00	20%	154.40	463.20
48x6.0 BBL P2 Vt	DS0000486523	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x2.8 MonoIn1/2 P2 Vt	DS0000486523	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486523	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486523	3.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486523	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA209								
48x5.0 BBL P2 Vt	DS0000486523	1.00	5.00	193.00	965.00	20%	154.40	772.00
48x6.0 BBL P2 Vt	DS0000486523	1.00	6.00	193.00	1,158.00	20%	154.40	926.40
48x2.8 MonoIn1/2 P2 Vt	DS0000486523	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000486523	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000486523	3.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486523	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA221								
48x2.8 MonoIn1/2 P2 Vt	DS0000486523	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
Gasket P2 48 inch	DS0000486523	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000486523	2.00	0.00	189.00	378.00	20%	151.20	302.40

INSTALLED

220368
11180-2

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal		9,281.70
Discount		1,856.34
Net Price		7,425.36
Freight Charge		0.00
Misc Charges		0.00
Prepaid Amount		0.00
MN State Sales Tax	6.875 %	510.49
St. Louis MN County Sales Tax	0.500 %	37.13
Net Total		**$7,972.98**
Due Date		**7/16/2020**

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

Utility Systems Of America Inc

Customer #:	177300
Invoice:	ST00019750
Invoice Date:	6/16/2020
Due Date:	7/16/2020
Amount Due:	$7,972.98
Amount Enclosed:	

INSTALLED → −1,108.32

(DEDUCT MH 221)

$ 6,864.06

INVOICE TOTAL - COST OF CULVERT INSTALLED =

Resolution No. 2020-96

RESOLUTION APPROVING PAY REQUEST NUMBER 2 FOR 2020 ROAD IMPROVEMENT DISTRICT NO. 531 & NO. 532 TO ULLAND BROTHERS, INC. IN THE AMOUNT OF $226,719.92

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for construction of 2020 Road Improvement District No. 531 & No. 532 ("Project"); and

WHEREAS, Ulland Brothers, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Ulland Brothers, Inc. has submitted Pay Request No. 2 in the amount of $226,719.92; and

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

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 2 provided that $11,932.63 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

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

1. Pay Request No. 2 is hereby approved.

2. The City is hereby authorized and directed to pay to Ulland Brothers, Inc. the sum of $226,719.92 which is the amount represented on Pay Request No. 2.

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 July 6, 2020.

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

June 30, 2020

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

RE: Hermantown SID 531 &532 MSA 202-102-005
TKDA Project No. 17587.000

Mr Mulder,

The Contractor, Ulland Brothers, for the above-referenced project has submitted Pay Application 2 for this project and has requested approval by City Council at its July 14, 2020 meeting.

I recommend that the City approve payment to Ulland Brothers, Inc. in the amount of $226,719.92 as shown in Pay Application 2. Retainage, in the amount of $11,932.63 (5%), has been withheld and is reflected in the recommended payment amount.

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

Sincerely,

Jon Loye, PE
Project Manager

cc: John Mulder, City Administrator

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

Application Period: June 6, 2020 to June 26, 2020		Application Date: 6/29/2020
To (Owner): City of Hermantown	From (Contractor): Ulland Brothers, Inc	Via (Engineer): TKDA
Project: Street Improvement Districts 531 & 532, MSA 202-102-005	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 17587.000

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$23,677.62	
TOTALS	$23,677.62	
NET CHANGE BY CHANGE ORDERS	**$23,677.62**	

1. ORIGINAL CONTRACT PRICE	$	$2,235,779.50
2. Net change by Change Orders	$	$23,677.62
3. Current Contract Price (Line 1 ± 2)	$	$2,259,457.12
4. TOTAL COMPLETED AND STORED TO DATE		
See attached Pay Application Summary	$	$598,774.03
5. RETAINAGE:		
a. 5% X $598,774.03 Work Completed	$	$29,938.70
b. 5% X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$29,938.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$568,835.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$342,115.41
8. AMOUNT DUE THIS APPLICATION	$	$226,719.92
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above)	$	$1,690,621.79

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 - Ulland Brothers, Inc

By:	Date:
	7-1-20

Payment of: $ $226,719.92
(Line 8 or other - attach explanation of the other amount)

is recommended by:

Jon Loye, PE - Project Manager — (Date) 6/29/2020

David Bolf, P.E. - City Engineer — Date 7/1/20

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CITY OF HERMANTOWN DISTRICTS 531 & 532, S.A.P. 202-102-005
Pay Application #2 quantities thru 6/26/2020

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITIES	ULLAND UNIT COST	TOTAL COST	QUANTITIES THRU PAY APP #2							
							S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES THRU PAY APP 2	SAP 202-102-005 PARTICIPATING COST	SAP 202-102-005 NON-PARTICIPATING COST	LOCAL ROADS NON PARTICIPATING COST	TOTAL COST THRU PAY APP 2 (excluding CO 1)
1	2021.501	MOBILIZATION	LUMP SUM	1	$ 16,210.21	$ 16,210.21	0.16	0.04	0.8	1	$ 2,593.63	$ 648.41	$ 12,968.17	$ 16,210.21
2	2101.501	CLEARING & GRUBBING	LUMP SUM	1	$ 30,000.00	$ 30,000.00			0.84	0.84			$ 25,200.00	$ 25,200.00
3	2101.524	CLEARING	TREE	80	$ 250.00	$ 20,000.00			81	81			$ 20,250.00	$ 20,250.00
4	2101.524	GRUBBING	TREE	80	$ 200.00	$ 16,000.00			68	68			$ 13,600.00	$ 13,600.00
5	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	100	$ 28.20	$ 2,820.00			1	1			$ 28.20	$ 28.20
6	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	2	$ 56.40	$ 112.80							$ -	$ -
7	2104.502	SALVAGE SIGN TYPE C	EACH	2	$ 56.40	$ 112.80							$ -	$ -
8	2104.502	REMOVE SIGN TYPE C	EACH	24	$ 56.40	$ 1,353.60							$ -	$ -
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	100	$ 50.50	$ 5,050.00							$ -	$ -
10	2104.502	REMOVE HYDRANT	EACH	3	$ 600.00	$ 1,800.00			1	1			$ 600.00	$ 600.00
11	2104.502	REMOVE GATE VALVE AND BOX	EACH	14	$ 300.00	$ 4,200.00							$ -	$ -
12	2104.502	REMOVE CURB STOP AND BOX	EACH	9	$ 425.00	$ 3,825.00			12	12			$ 5,100.00	$ 5,100.00
13	2104.503	REMOVE PIPE CULVERTS	LIN FT	3004	$ 17.00	$ 51,068.00			1464	1464			$ 24,888.00	$ 24,888.00
14	2104.503	REMOVE WATER MAIN	LIN FT	668	$ 14.00	$ 9,352.00			610	610			$ 8,540.00	$ 8,540.00
15	2104.503	REMOVE WATER SERVICE	LIN FT	239	$ 17.00	$ 4,063.00			215	215			$ 3,655.00	$ 3,655.00
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	34	$ 4.00	$ 136.00							$ -	$ -
17	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1245	$ 1.60	$ 1,992.00							$ -	$ -
18	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2741	$ 5.00	$ 13,705.00			1639	1639			$ 8,195.00	$ 8,195.00
19	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	8568	$ 4.00	$ 34,272.00			7953	7953			$ 31,812.00	$ 31,812.00
20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	$ 8.00	$ 1,056.00			17	17			$ 136.00	$ 136.00
21	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	22994	$ 2.30	$ 52,886.20			1040	1040			$ 2,392.00	$ 2,392.00
22	2105.507	COMMON EXCAVATION (P)	CU YD	14708	$ 24.00	$ 352,992.00			3001	3001			$ 72,024.00	$ 72,024.00
23	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	7188	$ 27.00	$ 194,076.00							$ -	$ -
24	2105.507	ROCK EXCAVATION	CU YD	50	$ 280.00	$ 14,000.00			71	71			$ 19,880.00	$ 19,880.00
25	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	934	$ 51.00	$ 47,634.00							$ -	$ -
26	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	2583	$ 43.00	$ 111,069.00			370	370			$ 15,910.00	$ 15,910.00
27	2215.504	FULL DEPTH RECLAMATION	SQ YD	14129	$ 1.50	$ 21,193.50			7340	7340			$ 11,010.00	$ 11,010.00
28	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	1072	$ 3.00	$ 3,216.00							$ -	$ -
29	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	3220	$ 77.00	$ 247,940.00							$ -	$ -
30	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C)	TON	3602	$ 65.00	$ 234,130.00							$ -	$ -
31	2501.502	15" RC PIPE APRON	EACH	16	$ 960.00	$ 15,360.00			10	10			$ 9,600.00	$ 9,600.00
32	2501.502	24" RC PIPE APRON	EACH	4	$ 1,100.00	$ 4,400.00							$ -	$ -
33	2501.502	30" RC PIPE APRON	EACH	2	$ 1,300.00	$ 2,600.00							$ -	$ -
34	2501.502	36" RC PIPE APRON	EACH	2	$ 1,700.00	$ 3,400.00							$ -	$ -
35	2501.502	44" SPAN RC PIPE APRON	EACH	2	$ 2,100.00	$ 4,200.00			2	2			$ 4,200.00	$ 4,200.00
36	2501.503	15" RC PIPE CULVERT	LIN FT	340	$ 93.00	$ 31,620.00			168	168			$ 15,624.00	$ 15,624.00
37	2501.503	24" RC PIPE CULVERT	LIN FT	97	$ 110.00	$ 10,670.00							$ -	$ -
38	2501.503	30" RC PIPE CULVERT	LIN FT	48	$ 142.00	$ 6,816.00							$ -	$ -
39	2501.503	36" RC PIPE CULVERT	LIN FT	56	$ 176.00	$ 9,856.00							$ -	$ -
40	2501.503	44" SPAN RC PIPE CULVERT CL IIA	LIN FT	34	$ 262.00	$ 8,908.00			34	34			$ 8,908.00	$ 8,908.00
41	2501.503	15" CS PIPE CULVERT	LIN FT	3745	$ 38.00	$ 142,310.00			1996	1996			$ 75,848.00	$ 75,848.00
42	2501.503	18" CS PIPE CULVERT	LIN FT	62	$ 43.00	$ 2,666.00							$ -	$ -
43	2503.602	SANITARY SEWER SPOT REPAIRS	EACH	1	$ 7,500.00	$ 7,500.00							$ -	$ -
44	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	$ 40,000.00	$ 40,000.00			1	1			$ 40,000.00	$ 40,000.00
45	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	14	$ 1,900.00	$ 26,600.00			2	2			$ 3,800.00	$ 3,800.00
46	2504.602	RELOCATE HYDRANT & VALVE	EACH	12	$ 2,900.00	$ 34,800.00							$ -	$ -
47	2504.602	HYDRANT	EACH	3	$ 5,400.00	$ 16,200.00			1	1			$ 5,400.00	$ 5,400.00
48	2504.602	CURB STOP & BOX	EACH	8	$ 965.00	$ 7,720.00			8	8			$ 7,720.00	$ 7,720.00
49	2504.602	6" GATE VALVE AND BOX	EACH	3	$ 2,800.00	$ 8,400.00			1	1			$ 2,800.00	$ 2,800.00
50	2504.602	MAGNETIZED TRACER BOX	EACH	22	$ 340.00	$ 7,480.00			3	3			$ 1,020.00	$ 1,020.00
51	2504.602	WATER SERVICE TAP & HOOKUP	EACH	8	$ 1,120.00	$ 8,960.00			8	8			$ 8,960.00	$ 8,960.00
52	2504.603	8" HDPE WATER MAIN SDR 11	LIN FT	610	$ 114.00	$ 69,540.00			610	610			$ 69,540.00	$ 69,540.00
53	2506.502	ADJUST FRAME AND RING CASTING	EACH	24	$ 1,700.00	$ 40,800.00							$ -	$ -
54	2511.507	RANDOM RIPRAP CLASS III	CU YD	187	$ 98.00	$ 18,326.00							$ -	$ -
55	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	$ 95.00	$ 12,540.00							$ -	$ -
56	2540.602	MAIL BOX SUPPORT	EACH	102	$ 106.00	$ 10,812.00							$ -	$ -
57	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 4,000.00	$ 4,000.00	0.12	0.03	0.6	0.75	$ 480.00	$ 120.00	$ 2,400.00	$ 3,000.00
58	2564.502	INSTALL SIGN TYPE SPECIAL	EACH	2	$ 225.00	$ 450.00							$ -	$ -
59	2564.502	SIGN PANELS TYPE SPECIAL	EACH	102	$ 96.00	$ 9,792.00							$ -	$ -
60	2564.518	SIGN PANELS TYPE C	SQ FT	150	$ 57.00	$ 8,550.00							$ -	$ -

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITIES	ULLAND UNIT COST	TOTAL COST	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES THRU PAY APP 2	SAP 202-102-005 PARTICIPATING COST	SAP 202-102-005 NON-PARTICIPATING COST	LOCAL ROADS NON PARTICIPATING COST	TOTAL COST THRU PAY APP 2 (excluding CO 1)
61	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 1,500.00	$ 1,500.00							$ -	$ -
62	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	16311	$ 3.00	$ 48,933.00			13082	13082			$ 39,246.00	$ 39,246.00
63	2574.507	COMMON TOPSOIL BORROW	CU YD	978	$ 26.00	$ 25,428.00							$ -	$ -
64	2574.508	FERTILIZER TYPE 1 (20-10-20)	POUND	534	$ 0.76	$ 405.84							$ -	$ -
65	2575.504	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	7345	$ 1.70	$ 12,486.50							$ -	$ -
66	2575.504	SODDING TYPE LAWN	SQ YD	10278	$ 6.00	$ 61,668.00							$ -	$ -
67	2575.505	SEEDING	ACRE	2.0	$ 455.00	$ 910.00							$ -	$ -
68	2575.508	SEED MIXTURE 25-151	POUND	183	$ 3.75	$ 686.25							$ -	$ -
69	2580.503	INTERIM PAVEMENT MARKING	LIN FT	7638	$ 0.40	$ 3,055.20							$ -	$ -
70	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	5092	$ 0.90	$ 4,582.80							$ -	$ -
71	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	2546	$ 1.80	$ 4,582.80							$ -	$ -
						$ 2,235,779.50			**TOTAL THRU PAY APP 2**		**$ 3,073.63**	**$ 768.41**	**$ 571,254.37**	**$ 575,096.41**