



Hermantown City Council Meeting - Monday, August 7, 2023

Hermantown’s upcoming City Council meeting will include both remote access and in-person access to Council Chambers. The remote access will be available through the platform, “Zoom,” which allows the public to view and participate in the meeting via phone or computer. Interested parties can also choose to attend the City Council meetings in person at City Hall.

Remote access to the 6:30 p.m. City Council Meeting via Zoom:

<https://us02web.zoom.us/j/84409952143?pwd=cGdaNzZmU2NYdGxsUDIQVDVxeU9LQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 844 0995 2143 and the passcode of 0260647091.

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title “City Council Meeting.” It is important to note that all comments regarding this 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
- Everyone has varying levels of comfort regarding remote technology, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting.



AGENDA

Pre-Agenda Meeting Monday, August 7, 2023 at 4:30 p.m.

Council Chambers, 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 Monday, August 7, 2023 at 6:30 p.m.

Council Chambers, City Hall - Hermantown Governmental Services Building

Invitation to participate:

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

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

Order of discussion

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

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, August 7, 2023 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, August 7, 2023 at 6:30 p.m.
Council Chambers, City Hall - 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. Correspondence 23-126 through 23-134 placed on file

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7. **PRESENTATIONS**

A. **Hermantown Arena Design Presentation**

City of Hermantown Staff

(Pre-Agenda Only)

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. **MOTIONS**

10. **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 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 July 17, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from July 16, 2023 through July 31, 2023 in the amount of \$756,456.12

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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. **2023-107 Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 5491 W. Arrowhead Road (395-0010-02647) And Imposing Conditions Thereon** **13**

(motion, roll call)

- B. **2023-108 Resolution Approving An Amendment To The City Handbook Regarding Construction Contract Change Orders** **30**

(motion, roll call)

- C. **2023-109 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Architectural Services With DSGW Inc.** **34**

(motion, roll call)

- D. **2023-110 Resolution Awarding Contract For One-Ton Pickup Truck To North Country GM In The Amount Of \$52,881.87 Plus Applicable Taxes And Fees** **62**

(motion, roll call)

- E. **2023-111 Resolution Awarding Contract For A Pothole Trailer To STEPP Manufacturing In The Amount Of \$53,700.00 Plus Applicable Taxes And Fees** **68**

(motion, roll call)

- F. **2023-112 Resolution Creating A Department Of Public Safety And Approving Related Job Descriptions And Positions** **71**

(motion, roll call)

- G. **2023-113 Resolution Authorizing And Directing The City Administrator To Execute And Deliver LMC Liability Coverage Waiver Form Whereby The City Does Not Waive The Monetary Limits On Municipal Tort Liability Established By Minnesota Statutes §466.04** **89**

(motion, roll call)

- H. **2023-114 Resolution Receiving Preliminary Engineering Report And Calling Public Hearing For Stebner Farms Improvement District** **92**

(motion, roll call)

- I. **2023-115 Resolution Approving Pay Request Number 1 For Sewer Improvement District 451 To Veit In The Amount Of \$127,244.33** **108**

(motion, roll call)

- J. **2023-116 Resolution Approving The Final Pay Request For The Haines Road Watermain Extension Project To KTM Paving Inc. In The Amount Of \$2,120.00** **112**

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>	<u>FILE</u>	<u>To City Council</u>
7/17/2023	23-126	Bobbi Johnson, SEH	John Mulder, City Administrator	Hawk Circle WT	7/13/2023		
7/20/2023	23-127	Eric Johnson, Comm. Dev. Dir.	Park Board	Hermantown Community Connector Trail	7/18/2023		
7/20/2023	23-128	Eric Johnson, Comm. Dev. Dir.	Park Board	Keene Creek Equipment	7/18/2023		
7/20/2023	23-129	Eric Johnson, Comm. Dev. Dir.	Planning Commission	SUB Doug Gulden, 5491 W Arrowhead Rd.	7/18/2023		
7/20/2023	23-130	Eric Johnson, Comm. Dev. Dir.	Planning Commission	CIDP, Kolquist Trucking, 499X Lightning Dr.	7/18/2023		
7/20/2023	23-131	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Modification of TIF District for The Greenhouse Project	7/18/2023		
7/21/2023	23-132	Eric Johnson, Comm. Dev. Dir.	Dale Siemsen, 4993 Thompson Rd.	Access to Parcel 395-0014-00095	7/20/2023		
7/25/2023	23-133	MN Department of Health	John Mulder, City Administrator	Richard Lindgren Plan Review Approval	6/27/2023		
7/28/2023	23-134	Heidi Timm-Bijold	John Mulder, City Administrator	HEDA Annual Report	7/25/2023		

CITY OF HERMANTOWN

CHECKS #70076-70120
07/16/2023 - 07/31/2023

PAYROLL CHECKS

Electronic Checks - #-67574-67625 \$87,355.56

LIABILITY CHECKS

Electronic Checks - #-67568-67573 \$62,517.33

Checks - #70113-70120 \$5,202.68

PAYROLL EXPENSE TOTAL \$155,075.57

ACCOUNTS PAYABLE

Checks - #70076-70112 \$353,106.11

Electronic Payments #-99261-99280 \$248,274.44

ACCOUNTS PAYABLE TOTAL \$601,380.55

TOTAL \$756,456.12

CITY OF HERMANTOWN, MN 07/16/2023-07/31/2023
Check # is between 70076 and 70112 or Check # is between -99280 and -99261

7/27/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	44.73	-99280
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	4.97	-99280
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	4.97	-99280
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	94.48	-99280
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.91	-99280
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.91	-99280
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.91	-99280
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica bizhub C30	96.00	-99279
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300 & C33	119.58	-99279
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,353.11	-99278
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	June Water Charges	114,522.97	-99277
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	246.14	-99276
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	166.88	-99276
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	4.20	-99276
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	165.02	-99276
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	38.52	-99276
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	48.74	-99276
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	32.50	-99276
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Jun 2023	4,500.00	-99275
475	431150	Street Improvements	EPC ENGINEERING & TESTING LLC	Richard Lindgren - SAP 202-080	1,445.00	-99274
475	431150	Street Improvements	EPC ENGINEERING & TESTING LLC	Hermantown Rd and Old Midway	27,750.00	-99274
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Pump Holding Tank - Rose Rd Ba	350.00	-99273
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	2,470.00	-99272
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Equipment - SQD 15	964.89	-99271
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Jun 23 Locates	187.11	-99270
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Jun 23 Locates	124.74	-99270
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sewer Cleaning	8,100.00	-99269
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sewer Cleaning	4,375.00	-99269
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sewer Cleaning	3,100.00	-99269
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	742.50	-99268
101	421100	Police Administration	INFOBUREAU SERVICES, INC.	Credit Check	15.00	-99267
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts/Washers	36.25	-99266
101	416100	City Attorney	OVEROM LAW, PLLC	Opioid Litigation Matters	184.50	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	City Hall Roof Insulation Proj	444.00	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	Legislature Lobbying	27.50	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	Creation of New City Fire Dept	84.00	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	84.00	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	Performance Development Group	96.00	-99265

CITY OF HERMANTOWN, MN 07/16/2023-07/31/2023
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101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,000.00	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	3719 Johnson Rd - Nguyen Nuisa	991.75	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	132.00	-99265
101	416100	City Attorney	OVEROM LAW, PLLC	2023 Change Order Procedure Up	41.50	-99265
412	419100	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	585.56	-99265
101	419100	Community Development	OVEROM LAW, PLLC	Community Development Matters	84.00	-99265
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	90.00	-99265
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	132.25	-99265
101	419100	Community Development	OVEROM LAW, PLLC	Property Line Dispute - LeBlan	228.00	-99265
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	13.75	-99265
412	419100	Community Development	OVEROM LAW, PLLC	Hermantown Trail Connector Eas	13.75	-99265
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	720.00	-99265
101	421100	Police Administration	OVEROM LAW, PLLC	Personnel Issues	72.00	-99265
101	421100	Police Administration	OVEROM LAW, PLLC	Gale Rachuy Claim	144.00	-99265
101	421100	Police Administration	OVEROM LAW, PLLC	Edible Cannabinoids	96.00	-99265
416	452100	Parks	OVEROM LAW, PLLC	2021 Recreation Facility	585.57	-99265
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	1,131.00	-99265
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	240.00	-99265
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Xcel Development	208.75	-99265
230	465100	HEDA	OVEROM LAW, PLLC	Hermantown Business Park Rezon	161.50	-99265
230	465100	HEDA	OVEROM LAW, PLLC	HEDA: Misc and Contracts	60.00	-99265
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	278.00	-99265
415	465200	Community Development	OVEROM LAW, PLLC	Construction Manager at Risk M	1,399.75	-99265
415	465200	Community Development	OVEROM LAW, PLLC	Essentia Sponsorship Agreement	5.50	-99265
415	465200	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	585.57	-99265
415	465200	Community Development	OVEROM LAW, PLLC	Naming Rights Agreement Matter	165.00	-99265
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction	6,072.34	-99265
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Okerstrom Sewer & RD Project N	1,348.10	-99265
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Tax Increment M	1,936.50	-99265
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	5.50	-99265
603	441100	Storm Water	REDROCK PRECAST	Culvert - Hermantown Rd	1,440.00	-99264
603	441100	Storm Water	REDROCK PRECAST	Culvert - 5 Corners Rd	2,087.00	-99264
603	441100	Storm Water	REDROCK PRECAST	Culvert - Hermantown Rd	972.50	-99264
603	441100	Storm Water	REDROCK PRECAST	Culvert - Ugstad Rd	1,022.50	-99264
603	441100	Storm Water	REDROCK PRECAST	Culvert - West Arrowhead	1,305.50	-99264
101	411100	Council	VC3	Quarterly Billing Jul-Sep 2023	200.99	-99263
101	413100	Mayor	VC3	Quarterly Billing Jul-Sep 2023	369.92	-99263
101	415300	Administration & Finance	VC3	Quarterly Billing Jul-Sep 2023	3,704.54	-99263

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	VC3	Quarterly Billing Jul-Sep 2023	1,109.76	-99263
101	421100	Police Administration	VC3	Quarterly Billing Jul-Sep 2023	7,109.57	-99263
101	424100	Building Inspection	VC3	Quarterly Billing Jul-Sep 2023	369.92	-99263
101	431100	Street Department	VC3	Quarterly Billing Jul-Sep 2023	1,479.68	-99263
601	494400	Water Administration and General	VC3	Quarterly Billing Jul-Sep 2023	1,852.26	-99263
601	494400	Water Administration and General	VC3	Keyboard/Mouse - Crego	30.00	-99263
602	494900	Sewer Administration and General	VC3	Keyboard/Mouse - Crego	29.99	-99263
602	494900	Sewer Administration and General	VC3	Quarterly Billing Jul-Sep 2023	1,852.26	-99263
101	431100	Street Department	WISCONSIN STEAM CLEANER	Steamer Switch	86.20	-99262
603	441100	Storm Water	WISCONSIN STEAM CLEANER	Burner/Coil Stemer	1,965.95	-99262
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,122.17	-99261
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,996.14	-99261
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	38.06	-99261
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	108.78	-99261
101	431901	City Garage	MN POWER	4971 Lightning Dr	333.44	-99261
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	23.70	-99261
101	452100	Parks	MN POWER	Little Leagues	55.12	-99261
101	452100	Parks	MN POWER	Parks	745.65	-99261
601	494400	Water Administration and General	MN POWER	Water	691.66	-99261
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	200.06	-99261
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	133.38	-99261
602	494900	Sewer Administration and General	MN POWER	Sewer	641.66	-99261
275	452200	Community Building	MN POWER	EWC Garage	28.00	-99261
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	17,707.14	-99261
101	452200	Community Building	MN POWER	Community Bldg	507.65	-99261
605	431160	Street Lighting	MN POWER	Overhead St Lights	473.28	-99261
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	21.91	-99261
605	431160	Street Lighting	MN POWER	Street Lights	312.90	-99261
605	431160	Street Lighting	MN POWER	Street Lights	739.15	-99261
605	431160	Street Lighting	MN POWER	Traffic Lights	940.78	-99261
605	431160	Street Lighting	MN POWER	Street Lights	469.60	-99261
605	431160	Street Lighting	MN POWER	Street Lights	400.00	-99261
101	214000	Security Deposits Payable	AAD SHRINERS	Refund - Event Deposit	250.00	70076
601	494300	Water Distribution	BOBCAT OF DULUTH INC	Enpack Oil Filter	29.54	70077
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 06/28/23-07/27/23	79.98	70078
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	70079
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	70079
101	431100	Street Department	CINTAS CORPORATION	Uniforms	21.43	70079

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CINTAS CORPORATION	Uniforms	56.38	70079
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70079
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70079
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	70079
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	213.75	70079
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70079
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70079
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	70079
101	419901	City Hall & Police Building Maintenance	DALCO	Cleaning System	121.00	70080
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	8,160.00	70081
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	47,940.00	70081
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	8,160.00	70081
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	16,320.00	70081
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	16,320.00	70081
101	419901	City Hall & Police Building Maintenance	GREAT LAKES ELECTRICAL EQUIPMENT CO INC	Extension Cord Connectors for	139.75	70082
230	465100	HEDA	HERMANTOWN AREA CHAMBER OF COMMERCE	Annual Meeting Silver Sponsor	1,000.00	70083
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Ignition Coil	212.78	70084
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Financial Report	767.25	70085
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Jun	6,632.40	70086
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Jun 2023	30.00	70087
101	431100	Street Department	JERSEY CITY	Safety Shirts	58.00	70088
101	419100	Community Development	JOHNSON, ERIC	Phone Reimbursement Jan-Jun 23	150.00	70089
101	419100	Community Development	JOHNSON, ERIC	Water	6.59	70089
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	72.88	70090
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	4,986.73	70090
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	240.96	70090
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	662.53	70090
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Car Wash PW	22.00	70090
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	864.82	70090
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	576.55	70090
240	432510	Trunk Sewer Construction	LUND, REID	Easement - Oak Ridge & Okerstr	7,500.00	70091
101	431100	Street Department	MAVO CONCRETE SAWING SERVICES, INC.	Sawing Shelby, Getchell & Hain	26.25	70092
101	419901	City Hall & Police Building Maintenance	MENARD INC	Elbow/Screw/Lysol	20.14	70093
251	421100	Police Administration	MENARD INC	National Night Out Supplies	85.74	70093
101	431100	Street Department	MENARD INC	Mailbox	52.77	70093
601	494300	Water Distribution	MENARD INC	Pipe Wrenches/Plugs	32.31	70093
601	494300	Water Distribution	MENARD INC	White Marking Paint	89.88	70093
101	431100	Street Department	MONARCH PAVING COMPANY	Pothole Mix	2,273.51	70094

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NAPA AUTO PARTS	Headlight/Grease	319.77	70095
101	431100	Street Department	NAPA AUTO PARTS	Washer Fluid/Oil Filter/Wiper	120.68	70095
101	150000	Prepaid Items	NORTH RISK PARTNERS	Cyber Liability	10,510.08	70096
101	431901	City Garage	OXYGEN SERVICE COMPANY	Plasma Cutter for Shop	3,565.28	70097
601	494300	Water Distribution	POLLARD WATER	Water Valve Operating Nut	198.70	70098
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material	205.80	70099
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material	205.80	70099
101	421100	Police Administration	SHEL/DON GROUP INC	Letterhead - PD	264.83	70100
601	220100	Refund Payable	SOULIER, MAYNARD	Ovrpymnt-Accts 2384-00&2385-00	9.60	70101
101	421100	Police Administration	ST LOUIS COUNTY AUDITOR	2023 Everbridge	3,341.37	70102
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws - June 23	29.10	70103
101	421100	Police Administration	SUN CONTROL OF MN	Bag Toss Logos	95.00	70104
101	422902	Firehall #2 Morris Thomas Road	SUPERIOR FUEL COMPANY	Propane FH #2	563.64	70105
101	421100	Police Administration	TROY'S BP AMOCO INC	Tires - SQD 17	659.68	70106
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 17	82.84	70106
101	415300	Administration & Finance	UNITED STATES TREASURY	Patient Centered Outcome Fee	396.00	70107
101	421100	Police Administration	USA TOWING & RECOVERY	Towing - ICR# 23063287	95.00	70108
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Jun 2023 Bill Print	724.73	70109
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Jun 2023 Bill Print	724.73	70109
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Jun 2023 Bill Print	724.72	70109
101	421100	Police Administration	VOLK, LISA	Settlement	200,000.00	70110
602	372400	Sewer Usage	WLSSD	CAF Fee - Joe Jerulle	940.00	70111
602	362990	Miscellaneous Revenue	ZIERDEN, JAY	Refund - Sewer Availability Ch	5,000.00	70112

Totals: 175 records printed

601,380.55



CITY COUNCIL MEETING DATE: August 7, 2023

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Special Use Permit –1,600 square foot accessory building in a R-3, Residential zoning district

RESOLUTION: 2023-107 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Council approval of the proposed Special Use Permit for the construction of a 1,600 square foot accessory building subject to the attached conditions.

BACKGROUND

Doug Gulden (Applicant) is requesting a Special Use Permit to allow construction of a 1,600 square foot accessory structure. Since the accessory structure will be greater than 1,200 square feet in size, a Special Use Permit per Section 515.03.1 of the Zoning Ordinance is required.

SITE INFORMATION:

Parcel Size:	2.5 acres
Legal Access:	5491 W. Arrowhead Road
Wetlands:	None per the National Wetland Inventory
Existing Zoning:	R-3, Residential
Airport Overlay:	N/A
Shoreland Overlay:	No
Comprehensive Plan:	Residential

BACKGROUND

Accessory structures over 1,200 square feet in size are permitted only with a Special Use Permit in the R-3, Residential Zoning District. The applicant is requesting to construct a 1,600 square foot accessory structure. The accessory building would be 40 feet by 40 feet in size, with 12-foot sidewalls. The overall height of the proposed building is approximately 20 feet. The construction type would be slab-on-grade, with steel siding and roof. The building will be used to house the applicant’s vehicles and personal belongings. No business activity is proposed/allowed as part of this use.

A public hearing for this application was held on Tuesday, July 18, 2023. No members of the public spoke regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

The applicant owns the 2.5 acre property at 5491 W. Arrowhead Road with the lot dimensions being approximately 166' x 660'. The proposed accessory structure is approximately 215 feet from the nearest neighboring structure and approximately 320 feet from W. Arrowhead Road. Section 515.06.5 of the Zoning Ordinance lists the dimensional requirements for accessory structures in excess of 1,200 square feet. They are:

Table 1. Dimensional requirements for accessory structures in excess of 1,600 square feet	R-3 Requirement	Provided
Minimum depth of front yard from R.O.W.	Equal to or greater than the building line of the primary structure	+/-320 feet
Minimum side yard setback	Equal to the height of the accessory structure	30 feet
Minimum rear yard setback	40 feet	+/-290 feet
Minimum setback from primary structure	10 feet	+/- 100 feet
Maximum building height	35 feet	20 feet
Maximum sidewall height	14 feet	12 feet

The accessory structure as proposed either meets or exceeds these requirements.

Wetlands

Per the National Wetland Inventory (NWI) there are no wetlands associated with the property.

Special Use Permit

There are several requirements that must be satisfied in order to qualify for a Special Use Permit, from Section 725 “Governing Criteria” of the Zoning Ordinance.

1. Is the development compatible with development permitted under the general provisions of the Zoning Ordinance for lands in its vicinity?

This area of the City is characterized by large lot, single family homes. There are no significant accessory structures in the vicinity of the property. However, the Zoning Ordinance allows for 35% lot coverage for structures on a property. With the addition of a 1,600 square foot structure, the property would be at approximately 5.2%.

The proposed use is similar to uses of nearby properties in density and style.

2. Is the proposed use injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in its vicinity?

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owner to improve their property by providing storage for vehicles and personal property.

3. Is the use consistent with the Comprehensive Plan and the spirit and intent of the Zoning Ordinance?

The proposed accessory structure is consistent with Comprehensive Plan recommendations for residential areas of the City. The Zoning Ordinance allows for up to 35% lot coverage for structures with the proposed property being at 5.2% coverage after the construction of the proposed accessory structure addition. The proposed use meets the performance standards set in Section 515.06.5 regulating accessory structures in excess of 1,200 square feet.

4. Will the use result in a random pattern of development, or cause negative fiscal and environmental effects upon the community?

This area of the City is characterized by large lot, single family homes. There are no significant accessory structures in the vicinity of the property. However, the Zoning Ordinance allows for 35% lot coverage for structures on a property. With the addition of a 1,600 square foot structure, the property would be at approximately 5.2%.

5. Are there other criteria of the Zoning Ordinance that should be considered?

No.

Findings of Fact and Recommendations

Staff recommends approval of the Special Use Permit subject to the following conditions:

1. The approval is for a 1,600 square foot accessory structure on the property at 5491 W. Arrowhead Road (395-0010-02647)
2. The proposed accessory structure shall meet all setback requirements for Accessory Structures in the R-3 Zoning District.
3. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site, however the 1,600 square foot accessory building will need to meet the minimum setback requirements per Section 515.06.5 of the Zoning Ordinance.
4. 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.
5. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
6. No business activity is allowed in association with the accessory structure approval.
7. The applicant shall sign a consent form assenting to all conditions of this approval.



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

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Location Map
Proposed Site Plan
Building Images

Resolution No. 2023-107

Resolution Approving Special Use Permit
For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning
District At 5491 W. Arrowhead Road (395-0010-02647)
And Imposing Conditions Thereon

WHEREAS, Douglas R. Gulden and Jane L. Gulden, a married couple (“Applicant”) made application for a Special Use Permit for the construction of a 1,600 square foot accessory building (“Project”) in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at 5491 W. Arrowhead Road (395-0010-02647) and legally described in Attachment A.

WHEREAS, the Planning and Zoning Commission of the City of Hermantown held a public hearing on such application on July 18, 2023 recommended that the City Council approve the application subject to certain conditions; and

WHEREAS, the City Council of the City of Hermantown has carefully reviewed the application for a Special Use Permit, the transcript of the public hearing held by the Planning and Zoning Commission, and the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE, on the basis of the foregoing, the City Council of the City of Hermantown, in connection with the application by Developer for a Special Use Permit for the Project does hereby make the following:

FINDINGS OF FACT

1. Applicant made application for the project which is to be located within the City of Hermantown.
2. Applicant has advised the City that all work will be within property owned by Applicant.
3. Applicant is the user or potential user of such property.
4. The fee required to be submitted with the Special Use Permit application has been paid.
5. The Planning and Zoning Commission held a public hearing on the application following notice as required by ordinances of the City of Hermantown.
6. The Planning and Zoning Commission of the City of Hermantown submitted its report and recommendation on such application to the City Council within the time period set forth in the ordinances of the City of Hermantown.
7. The City Council considered such application after receiving the report and recommendation of the Planning and Zoning Commission.
8. The activity proposed in such application is compatible with development permitted under the general provisions of the Hermantown Zoning Ordinance and is compatible with land uses on substantially all land in the vicinity of the proposed development.

9. The activity proposed 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.
10. The proposed activity is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of the Hermantown Zoning Ordinance.
11. 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.
12. In order to ensure that the spirit and intent of the Hermantown Zoning Ordinance are met, conditions must be imposed on the permit requested by Applicant.

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

1. The application for Special Use Permit to construct the Project is hereby approved and permission is hereby granted to conduct the activity described in Applicant's application.
2. The Special Use Permit hereby approved is hereby expressly subject to the following conditions:
 - 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 estopping or limiting any legal claims or right of action of any person against Applicant, its agents, employees or 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 Applicant, 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. Accessory structure shall not be utilized for any business use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
 - i. 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.
 - j. 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.
 - k. 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.
 - l. The applicant shall sign a consent form assenting to all conditions of this approval.
 - m. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to Applicant a Special Use Permit consistent with this resolution upon written acceptance by Applicant of the conditions hereby imposed on such permit.

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 Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted on August 7, 2023.

ATTACHMENT A

E 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 SECTION 6 TOWNSHIP 50 RANGE 15

Parcel ID: 395-0010-02647

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Douglas R. Gulden and Jane L. Gulden, a married couple (“Applicant”) for a Special Use Permit for the construction of a 1,600 square foot accessory building (“Project”) in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at 5491 W. Arrowhead Road (395-0010-02647) and legally described in Attachment A.

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

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. The approval is for a Special Use Permit for construction of an accessory structure located at 5491 w. Arrowhead Road (395-0010-02647).
- k. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the accessory structure relative to the side lot lines.
- l. 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.
- m. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
- n. No business activity is allowed in association with the accessory structure approval.
- o. Prior to issuance of a building permit, all necessary permits shall be obtained.
- p. The applicant shall sign a consent form assenting to all conditions of this approval.
- q. 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 _____, 2023.

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 _____, 2023, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

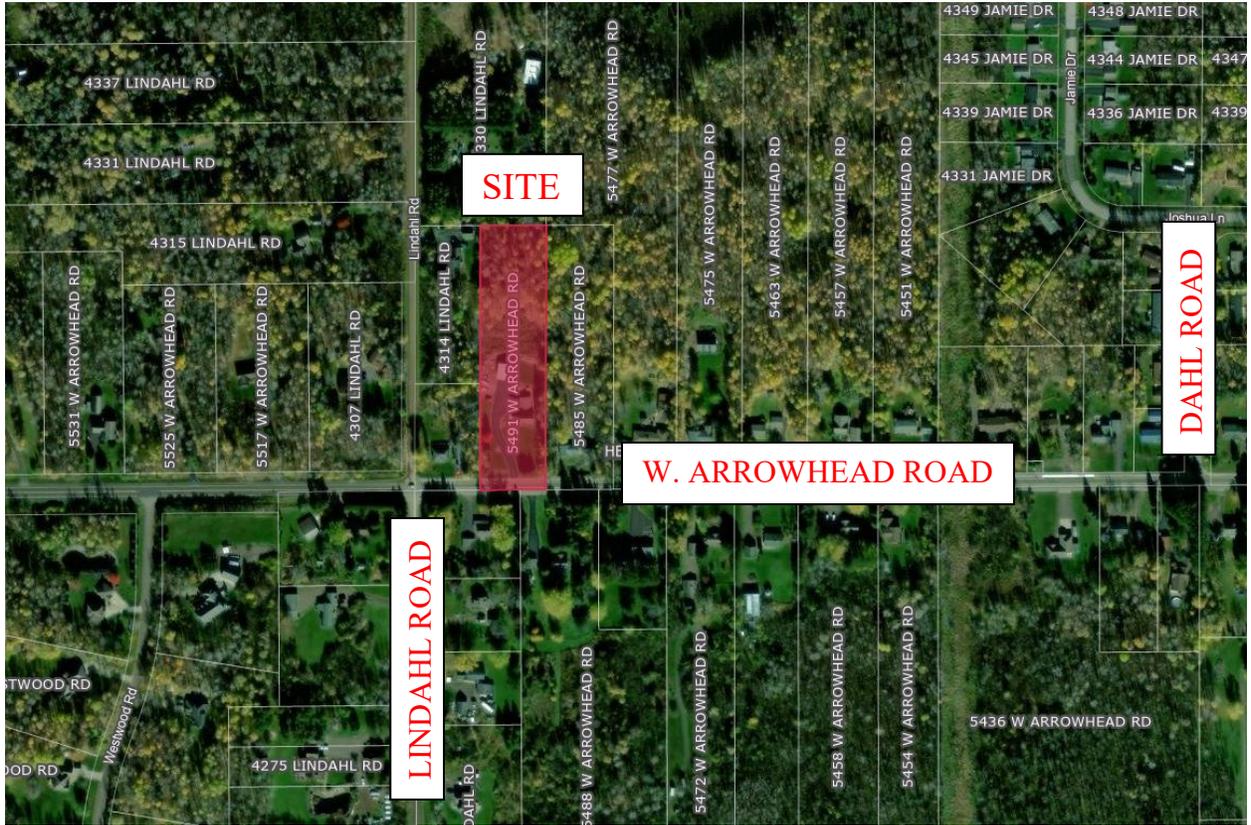
Notary Public

ATTACHMENT A

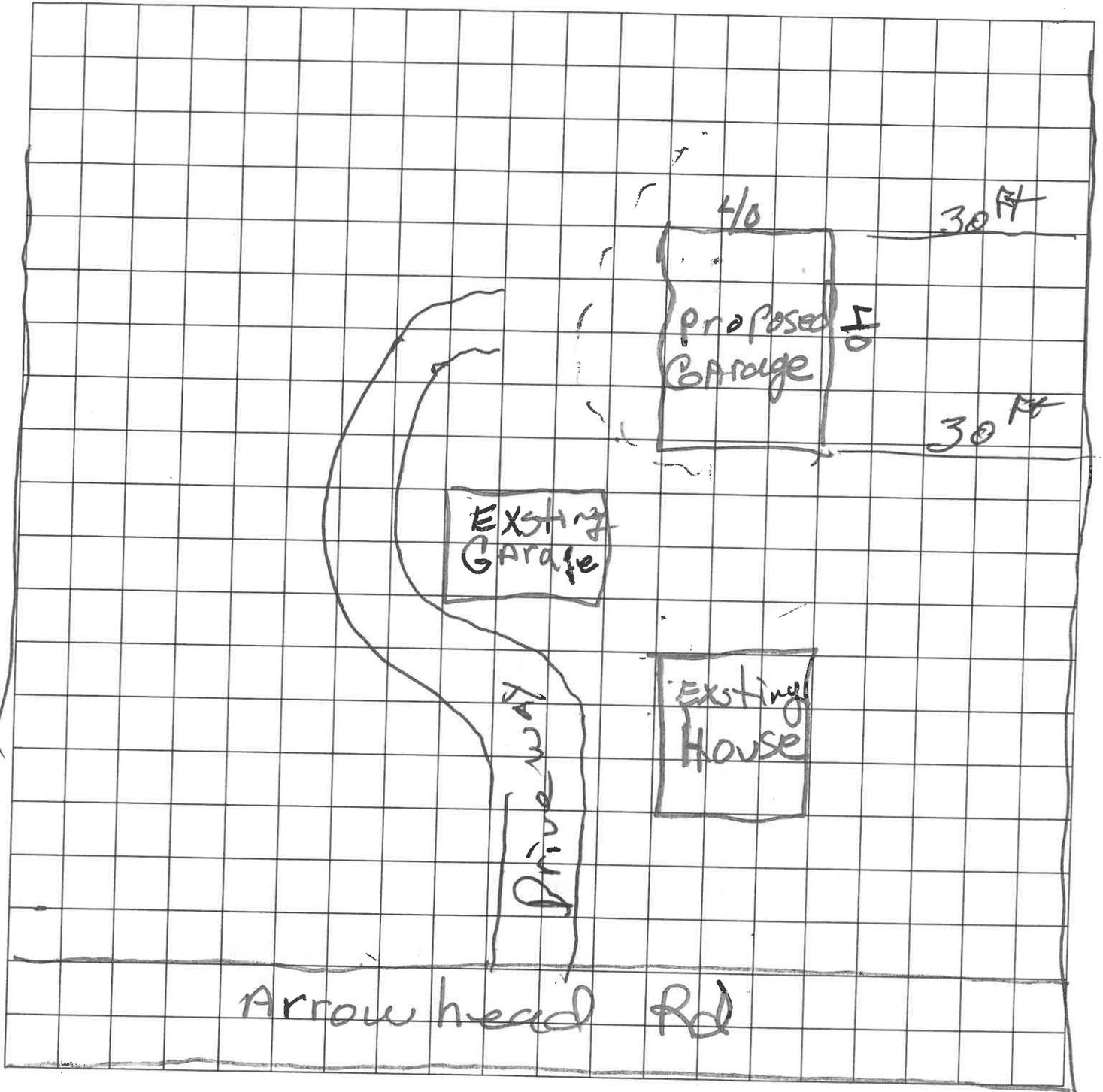
E 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 OF SW 1/4 SECTION 6 TOWNSHIP 50 RANGE 15

Parcel ID: 395-0010-02647

Location Map



Building Site Plan



Address / Legal Description / Parcel Number:

Proposed Construction:

Signature:

A handwritten signature in cursive script, appearing to read "Gary Duden".

Date:

6-08-2023







CITY COUNCIL MEETING DATE: August 7, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Change Order Policy

RESOLUTION: 2023-108 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a policy related to construction contract change orders

BACKGROUND

Several weeks ago, City Engineer David Bolf discussed why we have change orders on contract and how they should be handled. At that time, we discussed drafting a policy to provide better clarity on how change orders would be approved. We have drafted the proposed change order policy for consideration and approval by the City Council

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Proposed Change Order Policy

Resolution No. 2023-108

RESOLUTION APPROVING AN AMENDMENT TO THE CITY HANDBOOK REGARDING CONSTRUCTION CONTRACT CHANGE ORDERS

WHEREAS, the City of Hermantown regularly enters into construction contracts, and

WHEREAS, it is difficult to anticipate every challenge and variable to a complex construction project, and

WHEREAS, it is necessary to modify the work required or the amount of time and/or material for the contractor to complete the work to the satisfaction of the City, and

WHEREAS, the attached policy will clarify and communicate how change orders will be handled and approved, and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the attached Construction Contract Change Order policy and authorize the use by Hermantown Administrative staff.

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

1. The City Council approves the “Construction Contract Change Order Policy” as shown on Exhibit A.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted August 7, 2023.

Handbook for the City of Hermantown		
X Policy – Resolution 2023-		Procedure
Date Adopted _____, 2023	Title: Construction Contract Change Order Policy	Section: Public Works
Revision Dates:		Page: 1 of 2

1. Introduction

A change order is an amendment to a Construction Contract that changes the Contractor’s scope of work. The purpose of the change order is to:

- 1.1. To modify the work required by Construction Contract; and/or
- 1.2. To adjust the amount of time the Contractor has to complete the work.

Change orders exist because of the dynamic and complex nature of construction projects. It is difficult to anticipate every challenge or variable in a construction project. Every contract change or change order must be agreed upon by the Contractor and the City of Hermantown.

2. Process

2.1. Changes Orders.

- 2.1.1. **City Council Approval.** Change orders for contracts solicited or bid on by the City must be approved by the City Council in accordance with the City’s Purchasing Policy described in Section 9 of this Handbook. The Purchasing Policy requires City Council approval for all change orders exceeding \$25,001.00.
- 2.1.2. **City Administrator Approval.** In situations where the contract does not exceed \$25,000.00, the City Administrator is permitted to execute the change order, provided that the aggregate of all change orders for that project does not exceed ten percent (10%) or more of the total contract price pursuant to the Purchasing Policy.
- 2.1.3. **Emergency Change Orders.** The City Administrator may determine a need to approve a change order on an expedited basis to protect health, safety, or are necessary to guard against financial risk or loss. If a change order is approved under this provision, the City Administrator will report the circumstances and amount of the change order to the City Council at the next regularly scheduled City Council meeting.

Handbook for the City of Hermantown		
X Policy – Resolution 2023-		Procedure
Date Adopted _____, 2023	Title: Construction Contract Change Order Policy	Section: Public Works
Revision Dates:		Page: 2 of 2

2.2. **Contract Changes.** The City Administrator may also approve contract changes for the following situations:

- 2.2.1. Documenting the basis of acceptance and adjustment of the contract unit price of unacceptable work allowed to remain in place. This would be a price reduction.
- 2.2.2. Documenting the substitution of materials.
- 2.2.3. Documenting new State standards or recommendations of MnDOT.
- 2.2.4. Documenting changes in the original project quantities due to remeasurement or recalculation.
- 2.2.5. Documenting substitution of methods or equipment at Contractor’s request.
- 2.2.6. Documenting compensation for eliminated contract items.
- 2.2.7. Documenting incentive payments or disincentive assessments for quality standards or early completion.
- 2.2.8. Documenting final pay quantities for landscape items.
- 2.2.9. Documenting contract predetermined prices.



CITY COUNCIL MEETING DATE: August 7, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Architect Contract with DSGW

RESOLUTION: 2023-109 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a contract with DSGW for architectural services related to the Ice Arena

BACKGROUND

In March of 2022, the City issued an RFP for construction manager with architectural services. In April of 2022 the City Council selected the team of Kraus Anderson as the construction manager and DSGW as the architect for the ice arena.

Initially, the City had planned on having the architect be sub-contractor to the construction manager, but as we progressed on the project, we determined it would be more beneficial to have a direct contract with the architect. DSGW has been working on the project, and we have now finalized the contract for the project. It is recommended the City Council approve the contract.

The total contract amount is approximately \$1.29 million.

SOURCE OF FUNDS (if applicable)

415-465200-319. Community Recreation Initiative Sales Tax

ATTACHMENTS

DSGW Contract

Resolution No. 2023-109

RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH DSGW INC.

WHEREAS, the City of Hermantown (“City”) desires to obtain architectural services (“Services”) related to the design of the Hermantown Ice Arena located within the City of Hermantown; and

WHEREAS, Damberg, Scott, Gerzina, Wagner Architects, INC, “DSGW”, Inc. submitted a response to a Request for Proposal (“RFP”)

WHEREAS, City and “DSGW” desire to enter into a Standard Form of Agreement between Owner and Architect (“Agreement”) as shown on Exhibit A attached hereto in which DSGW provides architectural services to City pursuant to these terms of the Agreement, and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Agreement of and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to DSGW the Agreement substantially in the form attached hereto as Exhibit A
2. The source of payment for the consultant services will be City Fund No. 415-465200-319.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on August 7, 2023.



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the TWELFTH (12th) day of MAY in the year TWO THOUSAND TWENTY-THREE (2023)
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address, and other information)

City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811
(218) 729-3600 phone
Contact: John Mulder, City Administrator
jmulder@hertmantownmn.com

and the Architect:
(Name, legal status, address, and other information)

Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.)
2 West 1st Street, Suite 201
Duluth, MN 55802
(218) 727-2626 phone
Contact: John Gerzina, AIA, Principal
jgerzina@dsgw.com

for the following Project:
(Name, location, and detailed description)

Hermantown Arena
Hermantown, Minnesota

The Construction Manager (if known):
(Name, legal status, address, and other information)

Kraus-Anderson Construction Company
3716 Oneota Street
Duluth, MN 55807
(218) 624-8629 phone
Contact: Dan Markham
Dan.markham@krausanderson.com

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- .1 The criteria for the basis of design is based upon the Schematic Design phase of the Project. This phase was previously completed with the Architect under agreement with the CMAR. The Project includes:
 1. New Ice Sheet
 2. Locker Rooms for Youth Sports
 3. New ice plant/machine room; Zamboni circulation and storage
 4. Public spaces and circulation
 5. Stadium seating
 6. Varsity locker rooms
 7. Public concourse and amenities
 8. New Central Entrance and Lobby
 9. Dry land activity space
 10. Administration and support spaces

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

An addition to the existing Hermantown Arena to contain a new ice sheet with spectator seating, locker rooms and related public and operational spaces. The current property is owned by the Hermantown School system who will convey

ownership to the Owner prior to start of construction. Survey and soil testing will be forthcoming as the Project moves forward. Exploratory soil testing has been completed and notes favorable conditions for the Project. Existing public utilities will be utilized and extended from the surrounding streets for the Project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Site and Building Cost:	\$18,000,000.00
FF&E Cost:	\$ 350,000.00
Technology and IT Cost:	\$ 700,000.00
Total Cost of Work:	\$19,050,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: June 2023
Construction documents: October 2023

.2 Construction commencement date:

June 2024

.3 Substantial Completion date or dates:

September 2025

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined if Minnesota B3 Standards will be required.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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(List name, address, and other contact information.)

John Mulder, City Administrator
City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811
(218) 729-3600 phone
jmulder@htermantownmn.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Kraus-Anderson Construction Company
3716 Oneota Street
Duluth, MN 55807
(218) 624-8629 phone
Contact: Dan Markham
Dan.markham@krausanderson.com

.2 Land Surveyor:

To be determined.

.3 Geotechnical Engineer:

To be determined.

.4 Civil Engineer:

Northland Consulting Engineers L.L.P.
102 South 21st Avenue West, Suite 1
Duluth, MN 55806
(218) 727-5995 phone
Contact: Adam Zwak, P.E., Partner
adam@nce-duluth.com

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

John Gerzina, AIA, Principal
Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.)

Init.

2 West 1st Street, Suite 201
Duluth, MN 55802
(218) 727-2626 phone
jgerzina@dsgw.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Northland Consulting Engineers L.L.P.
102 South 21st Avenue West, Suite 1
Duluth, MN 55806
(218) 727-5995 phone
Contact: Jon E. Aamodt, P.E., Principal Partner
jon@nce-duluth.com

.2 Mechanical Engineer:

CMTA
525 South Lake Avenue, Suite 222
Duluth, MN 55802
(701) 551-5723 phone
Contact: David Vig, PE, CEM, Mechanical Engineer
David.vig@cmta.com

.3 Electrical Engineer:

CMTA
525 South Lake Avenue, Suite 222
Duluth, MN 55802
(218) 722-3060 phone
Contact: Scott Haedtke, Senior Electrical Project Manager
Scott.haedtke@cmta.com

.4 Ice Plant/Ice Sheet Designer:

B32 Ice Rink Engineers
2211 O'Neil Road
Hudson, WI 54016
Contact: Scott

§ 1.1.12.2 Consultants retained under Supplemental Services:

- .1 Energy Modeling if required for B3.
- .2 Commissioning if required for B3

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the

Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Standard of Performance and Insurance; Indemnity.** All services to be performed by Architect hereunder shall be performed in a skilled, professional and non-negligent manner. Architect shall obtain and maintain at his/her/its cost and expense:

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

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

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

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

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

§ 2.6.6 Architect certifies that Architect is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Architect (if an individual) nor Architect's employees and agents will be considered Owner

employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Architect and any claims made by any third party as a consequence of any act or omission on the part of Architect or any employee of Architect are in no way Owner's obligation or responsibility. By signing this Addendum, Architect certifies that Architect is in compliance with these laws and regulations.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical engineering, indoor ice rink and ice rink refrigerator system design services. Services not set forth in this Article 3 are Supplemental or Additional Services. Civil engineering to be procured directly by the Owner, but shall be coordinated by the Architect.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.2 Program to be developed during Schematic Design in coordination with Owner needs.

§ 4.1.1.4 Architect will use existing drawings provided by the Owner as the basis for measured drawings.

§ 4.1.1.11 Interior design and design and procurement of Fixtures, Furniture and Equipment (FFE) is included in basic services.

§ 4.1.1.16 As-designed record drawings: Included in basic services.

§ 4.1.1.17 As-constructed record drawings: the Architect will track changes during construction and provide a record drawing at completion of construction.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect;
- .11 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .12 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .15 Preparing Minnesota Pre-Design documents for the Department of Administration.
- .16 Providing expanded services as required to implement Minnesota B3 design requirements for architectural and engineering design into the building design.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ONE (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 WEEKLY visits to the site by the Architect during construction
- .3 ONE (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ONE (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TWENTY-FOUR (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

Init.

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§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not

include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The City Administrator and the Consultant's representative shall attempt to resolve any disagreements under this Agreement. If such efforts do not resolve such disagreement within thirty (30) calendar days, then the Owner and the Consultant shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then the Owner and Consultant shall be entitled to take whatever action is necessary or appropriate to seek redress of any disagreements. The venue and jurisdiction for any such further proceedings shall be in the District Court for St. Louis County, Minnesota.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 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 Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement. All Project Materials are agreed by Consultant to be "works made for hire" as defined under 17 U.S.C. §101, for which Owner has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to Owner. Consultant shall provide Owner, at no additional cost to Owner, with copies of all Project Materials. Upon request by Consultant, Owner may authorize Consultant to use specified Project Materials to evidence Consultant's professional capabilities. In all such uses of Project Materials by Consultant, reference shall be made to Owner and the Project and that the Project Materials are owned by Owner. Consultant also acknowledges and agrees that all names and logos provided to Consultant by Owner for use in connection with the Project are and shall remain the sole and exclusive property of Owner. Consultant agrees not to use the name, logo, or any other marks owned by or associated with Owner or the name of any representative of Owner in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of Owner in each instance. However, Consultant may use the name of Owner in a document required to be

filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Consultant agrees to provide Owner with a copy of any such document.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1
(Paragraphs deleted)
Percentage Basis
(Insert percentage value)

SIX POINT EIGHT PERCENT (6.8)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Minnesota B3 or Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus FIFTEEN percent (15 %).
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	FIFTEEN	percent (15	%)
Design Development Phase	TWENTY	percent (20	%)
Construction Documents Phase	FORTY	percent (40	%)
Construction Phase	TWENTY-FIVE	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Managing Principal Architect	\$195/hour
Principal Architect	\$165/hour
Senior Architect	\$145/hour
Architect	\$130/hour
Design Professional	\$120/hour
Intern Design Professional	\$100/hour
Senior Project Manager	\$140/hour
Project Manager	\$110/hour
Specifications Manager	\$125/hour
Design Technician	\$120/hour
Principal Interior Designer	\$165/hour
Senior Interior Designer	\$130/hour
Interior Designer	\$110/hour
Senior Project Coordinator/Technician	\$ 90/hour
Project Coordinator	\$ 80/hour
Administrative Support	\$ 70/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus FIFTEEN percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of ZERO (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ZERO (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

- DSGW’s current Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

(Signature)

(Printed name and title)



ARCHITECT *(Signature)*

John Gerzina, AIA, Principal

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:44:37 ET on 07/21/2023 under Order No. 4104238867 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Senior Project Coordinator
(Title)

July 24, 2023
(Dated)



CITY COUNCIL MEETING DATE: August 7th, 2023

TO: Mayor & City Council
FROM: Paul Senst, Public Works Director
SUBJECT: Purchase 1 Ton Crew Cab Pickup

RESOLUTION: 2023-110 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve purchase of a 2024 1 Ton Crew Cab pickup truck.

BACKGROUND

As part of the 2024 CIP there is a purchase of a new 1 Ton Pickup truck for Public Works. This request is for the purchase of this truck. This purchase will replace Unit H6. Unit H6 has had its useful life and has a crack in the frame and has approximately \$7,000-\$8,000 in repairs that we can see coming. The existing Unit H6 will be taken out of service and sold at auction. Delivery is out 6-8 months. We would like to have tis truck for next years work season.

We recommend the purchase of this 1 Ton Crew Cab to North Country GM of Hibbing, MN in the amount of \$52,881.87 plus applicable taxes and fees.

This purchase is thru the MN State Bid Process

SOURCE OF FUNDS (if applicable)

401-431100-504

ATTACHMENTS

North Country GM Quote

Resolution No. 2023-110

RESOLUTION AWARDING CONTRACT FOR ONE-TON PICKUP TRUCK TO NORTH COUNTRY GM IN THE AMOUNT OF \$52,881.87 PLUS APPLICABLE TAXES AND FEES

WHEREAS, the City of Hermantown desires to obtain a one-ton pickup; and

WHEREAS, the one ton pickup desired by the City is available on the “State Contract;” and

WHEREAS, the 2024 GMC Sierra 3500 SRW will be purchased from North Country GM; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the 2024 GMC Sierra 3500 SRW to North Country GM.

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

1. North Country GM is hereby determined to be able to provide the 2024 GMC Sierra 3500 SRW to the City pursuant to the State Contract.

2. The price for the 2024 GMC Sierra 3500 SRW is \$52,881.87 plus applicable taxes and fees in accordance with the State Contract is hereby accepted.

3. Per the CIP the funds for the payment of the 2024 GMC Sierra 3500 SRW will be paid from Fund No. 401 and expensed to 401-431100-504.

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 _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted August 7, 2023.

QUOTATION		NORTH COUNTRY GM		
CONTRACT # 199799		1502 E HOWARD ST HIBBING, MN 55746 218-263-7578		BOB O'HARA 218-349-8955 rwohara01@aol.com
EST DELIVERY TIME 90 - 120 ARO		218-263-7576		
		GTR-29		
BASE MODEL	2024 GMC SIERRA 3500 SRW	TK30743		\$ 45,759.60
	4X4 CREW CAB w/ 6'9" BOX			
	GVW 11,500			
ADDED OPTIONS	6.6L V8	L8T	X	STD
	10 SPEED AUTO	MYD	X	STD
	3.73:1 AXLE RATIO	GT4	X	STD
8,703.20	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (JL1) Trailer brake controller. Regular Cab models requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Includes (K05) engine block heater.)	LP5		-
STD w/DIESEL	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power take-off.)	MGM		-
1,201.20	Gooseneck / 5th Wheel Package includes (Z6A) Gooseneck / 5th Wheel Prep Package. (Regular Cab models require (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Includes (JL1) Trailer brake controller and (CGN) spray-on bed liner.	CMT		-
	AIR CONDITIONING FRT		X	STD
STD	CHROME BUMPERS		X	STD
(1,016.40)	Box Delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.(Requires long bed model.)*CREDIT*	ZW9		-

668.00	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate.	ZLQ	X	\$668.00
STD	LT275/70R-18E ALL TERRAIN	QF6	X	STD
334.60	Spare Tire w/ZW9 only	ZYQ		-
88.00	BLOCK HEATER	K05	X	\$88.00
242.00	BRAKE CONTROLLER	JL1	X	\$242.00
264.00	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary).	VYU	X	X
176.00	DEEP TINTED REAR GLASS	AK0	X	\$176.00
699.00	CHROME ASSIST STEPS	VXJ	X	\$699.00
479.60	SPRAY BEDLINER	CGN	X	\$479.60
176.00	DASH SWITCH AUTO TRAC 4X4	NQH		-
118.80	AUX BATTERY	K4B	X	\$118.80
198.00	120 VOLT OUTLET IN CAB AND BOX	KC9	X	\$198.00
132.00	UPFITTER SWITCHED (kit shipped loose, req additional upfitter wiring)	9L7	X	\$132.00
165.00	Upfitter Switch install fuse panel and complete wiring	DLR2		-
48.40	ROOF MARKER LIGHTS	U01	X	\$48.40
198.00	REAR WINDOW DEFROSTER	C49	X	\$198.00
121.40	BACKUP ALARM	8S3		-
477.00	REMOTE START	DLR1	X	\$477.00
				-
				-
177.00	ADDITIONAL KEY/FOB COMB EA	1	X	\$ 177.00
EXT COLOR	WHITE	GAZ		\$ -
INT TRIM COLOR	BLACK CLOTH TRIM	H1T		STD
	TOTAL			\$ 49,461.40

3,400.47	6.875% SALES TAX		X	\$ 3,400.47
249-50	LICENCE TITLE & REG		X	249-50
20.00	TRANSIT TAX		X	\$ 20.00
	TOTAL per UNIT			\$ 52,881.87
	QTY	1		\$ 52,881.87

purchase order number	
contact	
customer	
phone	
email	
billing address	
delivery address	
date ordered	
order #	



CITY COUNCIL MEETING DATE: August 7th, 2023

TO: Mayor & City Council

FROM: Paul Senst, Public Works Director

SUBJECT: Pothole Trailer Purchase

RESOLUTION: 2023-111 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve purchase of a new pothole trailer.

BACKGROUND

As part of the 2023 CIP there is a purchase of a new pothole trailer. This request is for the purchase of the pothole trailer. This trailer will replace our existing trailer that has had \$7,000+ of repairs made in the last 2 years and has worn out its useful life. The existing trailer will be taken out of commission and sold for scrap material.

We recommend the purchase of this pothole trailer to STEPP Manufacturing of North Branch, MN in the amount of \$53,702.00 plus applicable taxes and fees.

This purchase is thru the MN State Bid Process

SOURCE OF FUNDS (if applicable)

401-4311100-543

ATTACHMENTS

STEPP Mfg. Quote

Resolution No. 2023-111

Resolution Awarding Contract For A Pothole Trailer To STEPP Manufacturing In The Amount Of \$53,700.00 Plus Applicable Taxes And Fees

WHEREAS, the City of Hermantown has included a new pothole trailer in the 2023 Capital Improvement Plan and Budget; and

WHEREAS, the trailer desired by the City is available from STEPP Manufacturing and is on the “State Contract”; and

WHEREAS, the pothole trailer will be purchased from STEPP Manufacturing; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the pothole trailer to STEPP Manufacturing.

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

1. Stepp Manufacturing is hereby determined to be able to provide the pothole trailer to the City on the State Contract.
2. The price of \$53,702.00 plus applicable taxes and fees for the pothole trailer is hereby accepted.
3. Per the CIP the funds for the payment of the pothole trailer will be paid from Fund No. 401 and expensed to 401-4311100-543.

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 _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted August 7, 2023.



WWW.STEPPMFG.COM

QUOTE SPHD23-122

jason@steppmfg.com / VP
 charlie@steppmfg.com / East Coast Rep ~ carl@steppmfg.com / Midwest Rep
 cody@steppmfg.com /North East Central Rep ~ jodylmoses@gmail.com /South Atlantic Rep

Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fax: 651-674-4221

TO	Paul Sens	COMPANY	City Of Hermantown
PHONE/FAX		ADDRESS	
EMAIL		CITY/STATE/ZIP	

CONTRACT: **MN CPV Contract**

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE
7/20/2023	240-300 Days ARO	FACTORY	CARL ABBOTT

ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SPHD-3.0	Stepp Dump Style Premix Heater 3.0 CY (4 Ton) Diesel	1	\$ 42,150.00	\$ 42,150.00
	Each base unit includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Dump, Oil Jacket, Battery Charger, Electric Brakes, and a 2 Light System			
	Electric Overnight Heat 220V 3000W (hot mix use)	1	6,117.00	6,117.00
	Flush Mounted Strobe Light (SET OF 2)	1	903.00	903.00
	Beacon style strobe	1	452.00	452.00
	Arrowboard	1	1,874.00	1,874.00
	Stainless Steel Tool Holder	2	165.00	330.00
	Shovel Cleaning Compartment	1	966.00	966.00
	LED Lights	1	522.00	522.00

NOTE:	CANNOT PROCESS ORDER UNTIL SPECIFIED
	PAINT: Highway Orange
	LIGHT PLUG: 7 RV Plug
	HITCH: 3" pintle

Subtotal	\$ 53,314.00
% Tax	
Freight	388.00
Total Due	\$ 53,702.00

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. ***Please note: This quote is valid for 20 days from the above date.**

Please remit back a signed copy to process the quote as an order to jason@steppmfg.com

Special Instructions:

Ordered By Signature _____

Approved By Signature _____

INTERNAL USE ONLY:

Stepp Order #		Down Payment		Amount:	
Date Ordered		Credit Card		Card Type	
Delivery Date		Card Number:			
P. O. #	70	On Terms	X		
Ship Via		Letter of Credit			



CITY COUNCIL MEETING DATE: July 17, 2023

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

SUBJECT: Public Safety Department / Job descriptions

RESOLUTION: 2023-112 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Create a new Department of Public Safety within the City’s organizational chart. This department would have two divisions; Police and Fire.

Approve draft job descriptions for three new positions; Director of Public Safety, Fire Commander and Fire Inspector / Training Officer.

BACKGROUND

The City has been moving towards a new model of providing public safety for the past 6-7 months. The contract with the Hermantown Volunteer Fire Department is ending on December 31, 2023. As such, the creation of three new positions has been developed as a legitimate course of action. The Director of Public Safety position would be created to oversee both Police and Fire services. The Fire Commander position would be created and serve as the statutory Fire Chief and be a direct report to the Director of Public Safety, leading the Fire Division of the Public Safety Department. The Inspector / Training Officer would report to the Fire Commander and lead all Fire Inspection efforts in the city as well as coordinate and implement a training program for Paid – On Call Firefighters.

SOURCE OF FUNDS (if applicable)

General Fund

ATTACHMENTS

Job Descriptions

Resolution No. 2023-112

Resolution Creating A Department Of Public Safety And Approving Related Job Descriptions And Positions

WHEREAS, the City of Hermantown is a Plan “A” Statutory City; and

WHEREAS, the City will take over responsibilities of the Hermantown Volunteer Fire Department in January 2024
and

WHEREAS, the City has discussed the creation of a Public Safety Department consisting of the existing police department and new positions for fire services

WHEREAS, attached as Exhibit “A” are the Job Descriptions for the position Fire Commander and Fire Inspector/Training Officer; and

WHEREAS, the City Council supports creation of the Department of Public Safety and the addition of the Fire Commander and Fire Inspector/Training Officer positions to perform the duties as described in the Job Description; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hermantown approves the following:

1. The creation of the Department of Public Safety
2. The Police Chief position is re-titled and the renamed the Public Safety Director.
3. The Job Description and Position of Fire Commander in Grade 11 of the Management Compensation plan.
4. The Job Description and Position of Fire Inspector/Training Officer in Grade 9 of the Management Compensation plan.
5. The City Administrator is authorized to recruit and fill the positions of Fire Commander and Fire Inspector/Training Officer.

Councilor introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 7, 2023.

EXHIBIT A

TITLE: Director of Public Safety
REPORTS TO: City Administrator
DEPARTMENT: Public Safety
STATUS: Full-Time/Non-Union/Exempt

POSITION SUMMARY

This position is a member of the City’s senior management team. Performs complex advanced protective services and difficult administrative work planning, organizing and directing police and fire operations and department hiring/training operations, ensuring community compliance with laws, regulations and procedures, and related work as apparent or assigned. The Director of Public Safety works with the City Administrator and other department directors to assure compliance with the City’s policies, goals, and programs designed to achieve interdepartmental communication and cooperation. Directs and coordinates activities of both divisions of the public safety department to include managing and directing police, fire, and emergency management operations. Develops the department’s annual budget and a capital improvement program based on anticipated needs.

ESSENTIAL DUTIES & RESPONSIBILITIES

1. Oversees and develops comprehensive public safety service to include all police, fire and emergency management services for the City.
2. Develops an effective organization. Includes analyses of operations, decisions, or recommendations concerning organization and procedures; responsible for the development, motivation, and proper supervision of all department personnel.
3. Works with department staff to develop annual budgets, project budgets, and capital improvement programs; controls expenditures within approved limits; ensures the maintenance of required records and the preparation of regular and special reports as required.
4. Keeps the City Administrator informed of public safety activities and problems.
5. Ensures effective coordination with other City departments.
6. Recruitment, selection, orientation, advancement and evaluation of public safety staff while ensuring they are effective and successful.
7. Serves in the capacity of police chief, and emergency management director with the assistance of the public safety management team.
8. Proactively identifies programs that will enhance public safety as well as issues that will detract from public safety in the City.
9. Ensures all staff is trained, proficient and functioning in a manner that results in the delivery of high-quality public safety services.
10. Contributes to effective community relations. Provides a participatory process for citizens to establish goals, objectives, priorities, and programs relating to public safety services.

11. Establishes and maintains effective interagency relationships to provide liaison between the City, residents, and other governmental agencies to ensure proper handling of requests and complaints.
12. Ensures the City's emergency management plan is compliant with all county, state and federal mandates and is reviewed annually.
13. Ensures that all City staff and elected officials receive updated emergency management plan and training on the plan.
14. Represents the department in court, at public meetings and functions.
15. Prepares, submits, and manages a department and/or personal work plan including goals and objectives to be achieved and also the metrics and measures of success.
16. Develops the department budget, oversees control of expenditures, reviews and approves purchases and allocates and assigns all resources used by department personnel.
17. Performs law enforcement activities including assisting subordinates in non-routine investigations; monitoring radio communications and providing patrol backup; evaluating evidence, witnesses and suspects in criminal cases; testifying in court; reviewing citizen complaints and investigation of complex issues.
18. Performs other duties as assigned or apparent.

Note: These examples are intended only as illustrative of various types of work performed, and are not all inclusive. The City reserves the right to add, modify, change or rescind work assignments.

KNOWLEDGE, SKILLS AND ABILITIES

1. The ability to coordinate and manage the activities of the Public Safety Department personnel; the ability to prioritize and assign jobs, to prepare schedules and anticipate staffing needs.
2. Possess a working knowledge of computer hardware and software including Microsoft Word, Excel, and PowerPoint and other applicable public safety software programs.
3. The ability to communicate effectively in both written and verbal form with a variety of City personnel, elected officials and members of the public.
4. The ability to work both independently and as a team manager.
5. The ability to maintain effective work relationships with a variety of City personnel, elected officials, and members of the public.
6. The ability to stay current on trends and development in the area of public safety.
7. Strong leadership, analytical, planning, administrative ability, as well as personnel management and development skills.
8. Knowledge of state and federal constitutional law, city ordinances, the functions and jurisdictions of various state, county and federal agencies.
9. Knowledge of public safety policy and procedures.
10. Ability to make decisions with limited information, to take command of a critical or emergency situation, to remain composed under emotional stress, to avoid inappropriate risks.
11. Knowledge of types and use of public safety equipment used in modern public safety work.

12. Remain up-to-date on public safety matters.

MINIMUM QUALIFICATIONS

1. POST Licensed or the ability to be licensed in the State of Minnesota.
2. Bachelor's degree in Criminal Justice, Public Administration or related field.
3. Valid driver's license.
4. Ten years of broad-based police or fire services or related public safety experience with five years of progressive supervisory/command experience.

PREFERRED QUALIFICATIONS

1. Master's degree in Criminal Justice, Fire Service, Public Administration or related field.
2. Three years' experience as chief, or member of the senior management of a police or fire department or related agency.
3. Advanced work at the FBI National Academy or Fire Command College or similar executive management school or Minnesota BCA Supervisory and Management certificate within one year of hire and Minnesota BCA Senior Supervisory certificate within one year of hire.
4. MN POST licensure
5. Certified Emergency Manager.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is regularly required to drive a vehicle, walk, speak intelligibly, hear, stand, frequently sit, use hands to finger, handle or feel, firmly grasp, reach with hands and arms, push, pull, twist, lift, and perform repetitive motions. Requires climbing or balancing, stooping, kneeling, crouching or crawling and tasting or smelling. This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of more than 100 pounds of force. Occasionally required to lift/ drag victims. This position work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for conveying detailed or important instructions to others accurately, loudly or quickly. Hearing is required to receive detailed information through oral communications and/or to make fine distinctions in sound. Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities.

Essential and other important responsibilities and duties require maintaining physical condition necessary for standing and sitting for prolonged periods of time; manual dexterity; adequate hearing, vision, and speech; required to operate assigned vehicle in routine and emergency response situations.

Must also be physically capable of completing a physical ability test on an ongoing basis.

WORK ENVIRONMENT

Requires exposure to outdoor weather conditions, extreme cold or high temperatures that may cause marked bodily discomfort or reactions. Exposure to blood borne pathogens, and may be required to wear specialized personal protective equipment. Occasionally requires working in high, precarious places. Exposure to hazardous conditions and life-threatening situations.

Hermantown Department of Public Safety

POSITION DESCRIPTION

TITLE: Fire Commander
REPORTS TO: Director of Public Safety
DEPARTMENT: Public Safety
STATUS: Full-Time/Non-Union/Exempt

Job Summary:

Directs the activities, operations and staff of assigned area of the Public Safety - Fire Division. Reports directly to the Chief of Emergency Services – Director of Public Safety.

Scope of Responsibility:

Responsible for the activities and staff of the assigned area of the Fire Division including supervision of personnel, apparatus, and equipment and serving as incident commander on the scenes of emergency incidents.

Essential Duties and Responsibilities:

1. Responsible for all duties, activities, programs, facilities, equipment and apparatus within the assigned area, and determines priorities and implements programs and procedures.
2. Participates in the planning and direction of operations including the planning, scheduling and deployment of personnel to ensure the optimum safety and delivery of fire and EMS services.
3. Coordinates assigned operations with other departmental functions and other agency functions, to promote proper communication, cooperation and the overall effective delivery of services.
4. Manages and directs operations programs and assists Chief of Emergency Services in strategic planning related to budgeting, billing, capital improvements, service delivery, training, regulatory/statutory compliance and related issues.
5. Assists with determining priorities and implementing new programs, training, policies and procedures.
6. Responds to fire calls or other emergencies and assumes command of major incidents.
7. Operates Fire Department equipment and apparatus.
8. Manages and maintains fire and medical supplies and equipment; coordinates purchasing of equipment and supplies.
9. Manages assigned staff.
 - a. Participates in recruitment activities and hiring recommendations.
 - b. Plans, reviews, assigns and evaluates work of staff.
 - c. Provides coaching, mentoring, feedback and evaluates staff performance.

- d. Recommends and implements discipline
 - e. Prepares work schedules.
 - f. Participates in city staff meetings.
10. Plans, identifies, directs and assigns resources for employee training needs and maintenance of employee records.
 11. Assists and directs building inspections / fire code compliance.
 12. Commands fire personnel and resource allocations and coordinates unit functions within the fire division and with other agencies.
 13. Coordinates with the State Fire Marshal regarding fire investigations within the city of Hermantown.
 14. Performs car seat inspections and installations.
 15. Prepares a variety of reports, records, and data files.
 16. Represents the Fire Department and City in meetings, operational emergencies, community events, Council meetings and management sessions as needed.
 17. Attends conferences, seminars, workshops and training.
 18. Performs other duties as assigned or apparent.

Minimum Qualifications:

1. Associates degree in Fire Science or related field; and
2. Five years' relevant work experience; OR
3. Equivalent combination of education/training/experience.
4. Certifications: Firefighter II, Fire Officer III, Fire Instructor II, Fire Apparatus Operator, and Nationally Registered Emergency Medical Technician.
5. Firefighter License or ability to obtain.
6. Valid Minnesota Driver's License.

Desired Qualifications:

1. Training/experience in supervision.

Knowledge, Skills and Abilities:

1. Knowledge of the principals and practices of modern fire services and public safety administration.
2. Knowledge of federal, state, and local laws, codes and ordinances pertaining to fire services.
3. Knowledge of the principles of emergency scene management.
4. Ability to develop and implement goals and objectives; plan, coordinate, direct and evaluate the work of others; develop and implement policies and procedures; and supervise personnel in a manner conducive to efficient performance and high morale.

5. Ability to effectively communicate, both orally and in writing, have strong positive public relations skills, and to present technical and/or controversial information to a variety of audiences.
6. Ability to be on-call and work rotating shifts.
7. Ability to administer operating rules and procedures under management guidance.
8. Ability to apply a variety of procedures, policies and precedents using moderate analytical ability in adapting standard methods to fit facts and conditions.

Physical Demands & Working Conditions:

Work is performed in an office setting and in the field. Headaches, eyestrain, and other related occupational hazards reflect the most common potential for injury in the office. Work is moderate duty with ability to lift, carry or push up to 60 pounds. Exposure to all weather conditions. Work involves extremely hazardous environments where life safety and property are at risk. Exposure to angry, hostile or uncooperative persons may occur.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the employee must possess the abilities and aptitudes to perform each duty proficiently. This document does not create an employment contract, implied or otherwise, and is subject to change by the employer as the needs of the employer and requirements of the position change.

EEO/ADAAA

The City of Hermantown will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, age, or sexual orientation.

Supervisor Accountabilities:

Supervision

- Manages and directs the division staff and the work activities of the employees in alignment with the vision and direction of the Director of Public Safety.
- Provides effective supervision, training and guidance for assigned personnel; is approachable; anticipates changes and manages challenges.
- Promotes teamwork and cooperation.
- Serves as a positive role model of successful performance and ethical conduct.
- Monitors and documents the work performance of assigned personnel on a timely and continual basis, conducts effective coaching, reviews performance, and takes corrective action whenever necessary.
- Delegates responsibility and authority.

Staff Development and Motivation

- Conducts or oversees training for current and new employees to ensure established procedures are clearly understood and followed.

- Continually monitors results being achieved in assigned areas, providing the necessary tools and coaching to create a cohesive team.
- Creates a working climate in which assigned personnel are motivated to develop their working knowledge, skills, and abilities, and demonstrates by personal example the desired standards of conduct and work performance.

Safety Conscious

- Enforces all safety rules, regulations and procedures. Provides training as necessary.
- Processes incident/accident reporting within time constraints, investigates incidents/accidents to determine causes.
- Actively participates in and supports the safety and health programs.
- Makes certain that equipment, tools, and machinery are used and maintained properly.

Core Competencies and Abilities:

Quality of Work

- Maintains a high level of accuracy and attention to detail.
- Demonstrates the ability to use resources productively, effectively, and efficiently.
- Demonstrates the ability to think proactively, anticipates potential problems, and provides workable solutions and alternatives with a can-do approach.
- Develops and maintains good working knowledge of job responsibilities and prescribed procedures, which facilitates the efficient performance of duties.
- Takes initiative to utilize job knowledge to analyze situations, resolve problems, and reach decisions.

Quantity of Work

- Exhibits good organizational and time management skills: plans and schedules completion of work accountabilities in order of priority, making the most effective use of time.
- Self-motivated and works independently; demonstrates willingness to assume new and challenging assignments.
- Demonstrates ability to work well under pressure, utilizing resources effectively.

Professional Conduct/Integrity

- Demonstrates knowledge and actions consistent with the City’s values, code of ethics and code of conduct.
- Demonstrates high moral principles and professional standards with others through truthfulness and sincerity; makes ethical decisions.
- Shows respect for others’ ideas, perspectives, and styles.
- Demonstrates appropriate business etiquette and social skills.

Customer Service

- Provides information, options, and/or solutions to inquiries, concerns, and/or requests from the diverse public in a respectful manner.
- Maintains the City’s reputation of providing a high-level of customer satisfaction.

Communication

- Demonstrates the ability to develop and maintain working relationships to produce results, and a work environment that builds rapport and trust.
- Communicates professionally and effectively with internal and external customers through spoken and written correspondence, including emails.
- Maintains confidentiality.
- Listens well and respects viewpoints different than own.
- Contributes knowledge, experience, and feedback appropriately to others.

Safety

- Maintains a safe work environment by complying with City safety policies and procedures, and attends necessary trainings.
- Performs duties with consideration to minimize risk. Reports safety concerns to appropriate parties.

Accountability and Dependability

- Adheres to all City policies and procedures.
- Competently performs all required job duties.
- Maintains an acceptable record of work attendance, and punctuality.

Hermantown Department of Public Safety

Hermantown Department of Public Safety

POSITION DESCRIPTION

TITLE: Inspector / Training Officer
REPORTS TO: Fire Commander
DEPARTMENT: Public Safety
STATUS: Full-Time/Non-Union/Exempt

Job Summary:

Performs fire and life safety inspections of commercial buildings and licensed foster care facilities, also manages the fire department's training program.

Scope of Responsibility:

Responsible for performing fire and life safety inspections, identifies, and mitigates code violations to ensure compliance with Minnesota State Fire Code and City ordinances. Maintains all fire department inspection records and building inspections. Responds to customer service requests and administrates the public education program. Manages fire department's training program to include, fire and EMS classes, coordinates certification courses, conducts a robust probationary trainee program, maintains all trainings records to comply with EMSRB, NREMT, and MBFTE.

Essential Duties and Responsibilities:

1. Conducts initial and follow-up inspections of commercial properties and licensed foster-care facilities, documents inspections and maintains database.
2. Responds to inquiries regarding fire code and City ordinances via telephone, email and in person.
3. Available for inspections and witnesses performance testing of new fire protection systems.
4. Assists with planning and delivery of public educational programs and events.
5. Conducts research and prepares recommendations regarding fire code, NFPA guidelines, city ordinances, fire equipment, etc.
6. Creates and maintains database of building pre-fire/emergency planning documents for Fire Department response.
7. Assists in the fire code enforcement program and case management process by taking complaints, conducting field inspections, meeting with property owners to assure compliance, entering data into the data base/information system, issuing notifications and citations, documenting and monitoring compliance schedules, coordinating work with other departments, supervising abatements, and testifying in court.
8. Coordinates activities with other departments.

Hermantown Department of Public Safety

Hermantown Department of Public Safety

POSITION DESCRIPTION

TITLE: Inspector / Training Officer
REPORTS TO: Fire Commander
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STATUS: Full-Time/Non-Union/Exempt

9. Interprets and explains the requirements of the law, provides guidance and education to the public, property owners, internal staff and outside agencies regarding codes and ordinances.
10. Develops and maintains a variety of records and reports.
11. Responds to emergency incidents and alarms and serves in a supervisory role at the scene until relieved by a superior officer.
12. May assist in fire investigations to determine cause and origin of fires and prepares fire investigation reports with State Fire Marshall.
13. Assists with maintenance, cleaning and setup of vehicles, equipment, and facilities.
14. May represent the Fire department at local, regional, state and national fire service meetings, conferences and schools.
15. Attends conferences, seminars, workshops and meetings to maintain current information on fire service methods, techniques and administration.
16. Performs other duties as assigned or apparent.
17. Develop, coordinate, evaluate, and document training programs/drills for the department.
18. Deliver and participate in weekly drills, specialized trainings, and proficiency upkeep, as well as, general upkeep of basic firefighter/EMS knowledge.
19. Evaluate the department's training needs and regularly test for proficiency in both required and non-required areas pertaining to firefighting and/or EMS.
20. Perform Incident Safety Officer Duties and/or aid to the Incident Commander at emergency scenes.
21. As required, function in the role of Incident Commander.
22. Oversee all initial training and requirements of new recruits and probationary firefighters.

Hermantown Department of Public Safety

Hermantown Department of Public Safety

POSITION DESCRIPTION

TITLE: Inspector / Training Officer
REPORTS TO: Fire Commander
DEPARTMENT: Public Safety
STATUS: Full-Time/Non-Union/Exempt

Minimum Qualifications:

1. High School Diploma or equivalent; and
2. Three years relevant work experience; OR
Equivalent combination of education/training/experience.
3. Firefighter I & II, Fire Apparatus Operator, and Nationally Registered Emergency Medical Technician, Fire Inspector I
4. Ability to obtain Fire Instructor II, Fire Inspector-II and Fire Officer II Certification within 18 months of hire.
5. Firefighter License or ability to obtain.
6. Valid Minnesota Driver's License.

Desired Qualifications:

1. Training/experience: Fire Instructor III, Fire Inspector III, Fire Officer IV, Fire and Life Safety Educator I & II, and Fire Officer III, licensed with MBFTE as state qualified trainer.

Knowledge, Skills and Abilities:

1. Knowledge of Minnesota State Fire Code.
2. Knowledge of pertinent Federal, State and local laws, codes, regulations, and ordinances.
3. Knowledge of systematic fire inspection process.
4. Knowledge of fire protection systems (fire alarm, fire sprinkler, kitchen hood suppression systems, etc.)
5. Knowledge of general principles, practices, and methods of fire prevention.
6. Knowledge of building construction and plan review process.
7. Ability to effectively communicate, both orally and in writing, have strong positive public relations skills, and to present technical and/or controversial information to a variety of audiences.
8. Ability to work on-call, outside of normal work hours.
9. Ability to work under limited supervision with general autonomy in determining how objectives are achieved.
10. Ability to perform work involving considerable analytical ability to select, evaluate and interpret data from several sources and interpret guidelines, policies and procedures.
11. Knowledge on the process for MBFTE reimbursement.
12. Affiliated as a training officer with NREMT for recertification.

Hermantown Department of Public Safety

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EEO/ADAAA

The City of **Hermantown** will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, age, or sexual orientation.

Core Competencies and Abilities:

Quality of Work

- Maintains a high level of accuracy and attention to detail.
- Demonstrates the ability to use resources productively, effectively, and efficiently.
- Demonstrates the ability to think proactively, anticipates potential problems, and provides workable solutions and alternatives with a can-do approach.
- Develops and maintains good working knowledge of job responsibilities and prescribed procedures, which facilitates the efficient performance of duties.
- Takes initiative to utilize job knowledge to analyze situations, resolve problems, and reach decisions.

Quantity of Work

Hermantown Department of Public Safety

Hermantown Department of Public Safety

POSITION DESCRIPTION

TITLE: Inspector / Training Officer
REPORTS TO: Fire Commander
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- Exhibits good organizational and time management skills. Plans and schedules completion of work accountabilities in order of priority, making the most effective use of time.
- Self-motivated, works independently, and demonstrates willingness to assume new and challenging assignments.
- Demonstrates ability to work well under pressure, utilizing resources effectively.

Professional Conduct/Integrity

- Demonstrates knowledge and actions consistent with the City of Hermantown values, code of ethics and conduct.
- Demonstrates high moral principles and professional standards with others through truthfulness and sincerity, and makes ethical decisions.
- Shows respect for others' ideas, perspectives, and styles.
- Demonstrates appropriate business etiquette and social skills.

Customer Service

- Provides information, options, and/or solutions to inquiries, concerns, and/or requests from the public in a respectful manner.
- Maintains the City's reputation of providing a high-level of customer satisfaction.

Communication

- Demonstrates the ability to develop and maintain working relationships to produce results, and a work environment that builds rapport and trust.
- Communicates professionally and effectively with internal and external customers through spoken and written correspondence, including emails.
- Maintains confidentiality.
- Listens well and respects differing viewpoints.
- Contributes knowledge, experience, and feedback appropriately to others.

Safety

- Maintains a safe work environment by complying with City safety policies and procedures, and attends necessary trainings.
- Performs duties with consideration to minimize risk. Reports safety concerns to appropriate parties.

Hermantown Department of Public Safety

Hermantown Department of Public Safety

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REPORTS TO: Fire Commander
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STATUS: Full-Time/Non-Union/Exempt

Accountability and Dependability

- Adheres to all City policies and procedures.
- Competently performs all required job duties.
- Maintains an acceptable record of work attendance, and punctuality in accordance with City and Department requirements.



CITY COUNCIL MEETING DATE: August 7, 2023

TO: Mayor & City Council

FROM: Kevin Orme, Director of Finance & Administration

SUBJECT: Liability Coverage

RESOLUTION: 2023-113 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve Resolution to not waive the monetary limits on municipal tort liability

BACKGROUND

We recently switched to the League of Minnesota Cities (LMC) for our insurance (other than workman's comp). The League requires us to fill out the attached form. We are recommending the City not waive the monetary limits on municipal tort liability established by Minn. Statute 466.04. This is consistent with what the City did in the past when we were with the League.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

LMC Liability Coverage Waiver Form

Resolution No. 2023-113

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AND DELIVER LMC LIABILITY COVERAGE WAIVER FORM WHEREBY THE CITY DOES NOT WAIVE THE MONETARY LIMITS ON MUNICIPAL TORT LIABILITY ESTABLISHED BY MINNESOTA STATUTES §466.04

WHEREAS, Cities obtaining liability coverage from the League of Minnesota Cities (“LMC”) must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown to not waive the statutory tort liability limits applicable by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota, that the City Administrator is hereby authorized and directed to execute and deliver to the LMC a form indicating that the City of Hermantown does not waive the monetary limits on Municipal Tort Liability established by Minnesota Statutes §466.04.

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 _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on August 7, 2023.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city’s underwriter, to pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member’s governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting: _____

Signature: _____

Position: _____



CITY COUNCIL MEETING DATE: August 7, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Feasibility Study – Stebner Park

RESOLUTION: 2023-114 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept the Feasibility Report from Northland Consulting Engineers for improvements in Stebner Park and call for a public hearing on September 5, 2023

BACKGROUND

Attached is the preliminary engineering report to provide water, sewer and a road into Stebner Park to promote development in the Hermantown Marketplace.

Accepting the report and calling for a public hearing will allow the City Council to assess the project if they choose to do so.

We are looking at the possibility of trying to construct the water sewer improvements in 2023 and then pave the road in the spring of 2024. This is an aggressive schedule, but would allow the land owners and developers to potentially start construction in 2024.

The time line for this project is:

- Sept 5th Public Hearing – Council could order the project and authorize plans and specs
- Sept 18 – Council approves plans and specs and authorizes advertisement of bids
- Sept 21 & 28 & Oct 5 Advertisements
- Oct 12 Open Bids
- Oct 16 Award bid
- Nov 1 Start construction

If the Council is supportive of this project, we will also ask the begin the following work, even before ordering the project:

- a. Survey work for the road
- b. Geo-technical work
- c. Start the engineering work on the plans and specs for the project

SOURCE OF FUNDS (if applicable)

Possible sources (final to be determined)

Sales tax

Tax abatement or other business subsidy of developers

Assessments.

ATTACHMENTS

Preliminary Engineering report.

Resolution No. 2023-114

Resolution Receiving Preliminary Engineering Report And Calling Public Hearing For Stebner Farms Improvement District

WHEREAS, pursuant to resolution of the Hermantown Economic Development Authority adopted June 29, 2023, a preliminary engineering report (“Report”) has been prepared by Northland Consulting Engineering, Inc. with reference to public improvements in Stebner Park and this Report was received by the Council on August 7, 2023; and

WHEREAS, the City Council has been advised by Northland Consulting Engineering, Inc, the consulting engineer for such project in the Report that the proposed improvements (“Stebner Farms Improvements”) are feasible and should best be made as proposed; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown that further consideration be given to the construction of the Stebner Park Improvements; and

WHEREAS, Chapter 429 of the Minnesota Statutes provides that no such improvement shall be made until the City Council shall have a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating the time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed in accordance with law.

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

1. The Council will consider the Stebner Farms Improvements in accordance with the Report and consider an assessment on abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$1,827,073.44.

2. A public hearing on the proposed improvements will be held **Tuesday, September 5, 2023 at 6:30 p.m.** in the Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota.

3. The notice of hearing attached hereto is approved and the City Clerk is hereby authorized and directed to cause such notice to be published twice in the official newspaper, once on **August 24, 2023** and once on **August 31, 2023**.

4. The City Clerk is further authorized and directed to mail such notice to the owner of each parcel of land within the area proposed to be assessed as described in such notice no later than **August 29, 2023**. For purpose of giving such mailed notice, owners shall be those shown to be such on the records of the St. Louis County Auditor. As to properties not listed on the records of the St. Louis County Auditor, the City Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

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 _____, Mayor Boucher, aye.

And the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted.

NOTICE OF PUBLIC HEARING ON
STEBNER PARK IMPROVEMENTS

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the council chambers of Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Tuesday, September 5, 2023 to consider the preliminary engineering report on the proposed Stebner Farms Improvements for construction of a City Street, sewer, storm sewer and water improvements.

The City Council proposes to proceed in accordance with the provisions of Minnesota Statutes Chapter 429.011 to 429.111 of the Minnesota Statutes.

The area proposed to be assessed for such improvement is every piece and parcel of property benefited by such improvement, whether abutting thereon or not, based upon the benefits received by each piece and parcel.

The estimated cost of such improvement is \$1,827,073.44.

A reasonable estimate of the impact of the assessment will be available at the hearing.

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

Alissa Wentzlaff, Clerk
City of Hermantown

CITY OF HERMANTOWN

**PRELIMINARY ENGINEERING REPORT
AND
FEASIBILITY STUDY**

Prepared: July 28, 2023

**STREET IMPROVEMENT DISTRICT #XXX
(Stebner Park Improvements)**

NCE JOB NO. 23-80XX

RECOMMENDED:



Hermantown City Engineer

07/28/23

Date

TABLE OF CONTENTS

1. Report
2. Project Cost Estimate
3. Preliminary Plan & Exhibits

LEGAL BASIS FOR REPORT

This report is prepared as part of the City of Hermantown's Road Improvement program which requires the preparation of a preliminary engineering report, pursuant to Minnesota Statutes Section 429.031.

This report is prepared in accordance with said Section 429.031. Specifically, this report hereby advises the City Council & HEDA, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement.

This report also includes the estimated cost of the improvements as recommended.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is based on the following factors:

1. The time and labor required.
2. The experience and knowledge of the preparer.
3. The complexity and novelty of the problems involved.
4. The extent of the responsibilities assumed.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is not based on a percentage of the estimated cost of the improvement.

PURPOSE

The purpose of this report is to determine the necessity, cost effectiveness, and economic feasibility for a full-depth reconstruction of the main road through Stebner Park. This route is designated for future expansion South of Maple Grove Rd. These parcels have been sitting undeveloped due to a lack of connectivity & absence of public infrastructure. The Trunk Sewer Spur provides these parcels with sanitary sewer. Further development will include water & storm infrastructure.

EXISTING CONDITIONS

The City of Hermantown has decided this as the best location for expansion. The current driveway is not to the standard set for public roadways & must be developed to meet current specifications.

The project is in Stebner Park. The road serves the soccer fields & access for the Boulder Trail. This section is 24' wide & 1600' long. The street does not capture surface runoff or provide sewer utilities.

Road Condition

The road has undergone cracking. This section will need to be replaced to support increased traffic loads.

DESIGN

It is NCE's recommendation that the roadway improvements are designed and constructed to the City of Hermantown Standard construction specifications. For an urban road design this includes a minimum of 24' bituminous pavement with 2' curb & gutter on each side.

Road Improvements

Full Reconstruction: This will likely entail a 2' sub cut of existing roadway materials, removal of unsuitable soils, and a full rebuild of the 2' section:

Minimum Typical Roadway Section Full Reconstruction – Geotechnical Engineer to recommend
4" Bituminous Pavement
8" Class 5 Aggregate
12" Select Granular Borrow
Geotextile Fabric, Type 5

Any unsuitable soil will be removed from the roadbed to ensure proper compaction & stabilization. Concrete aprons will provide parking lot access off the main route. Field & trail access will be maintained with adequate parking stalls & sidewalks. A geotechnical evaluation will be necessary to determine the extents of unsuitable material.

Utility Evaluation

Watermain: An existing line is located near the Western soccer fields & meets the road near the trail access. Future development will use this main for expansion. For the scope of this project, the watermain will be looped around to Maple Grove to increase redundancy & improve uptime.

Storm Sewer: The current design calls for 12" RCP Storm Pipe with a sediment removal structure. This is to ensure proper drainage & sediment removal before entering the system on Maple Grove Rd

Sanitary Sewer: Sanitary will extend along the driveway to serve future expansion. The sewer will gravity to Maple Grove Rd. The pipe will be 8" PVC SCH35. This aligns with similar projects in Hermantown.

Other Utilities: There are no other public utilities known to be within the proximity of the project.

Site Evaluation

Soils Investigation: It is recommended that soil borings be performed at every 250 lineal feet along the centerline of the roadway. 6 Soil borings are proposed with this methodology. Soil investigation is conducted on projects prior to design to ensure the roadway section is congruent to its design lifetime.

Wetland Permitting: The surrounding area needs to be delineated. The delineation will be used as the basis of future wetland permitting.

CONCLUSION

Northland Consulting Engineers believes the improvements above are beneficial to the City of Hermantown. The improvements will be a major benefit allowing for future development South of

Stebner Rd. Below is a summary of the projected cost for the improvements to the Street Improvement District.

PROJECTED COSTS

Cost Estimates for the Street Improvement District have been developed. The estimated costs are broken down below. These costs are developed by looking at each pavement improvement strategy along each road segment along with utility repair components.

Estimated Construction Costs:

Street Improvement District #XXX – Stebner Park Improvements	\$1,414,344.00
Estimated Total Construction Costs	\$1,414,344.00
Contingency (10%)	\$ 141,434.40
Design Engineering (8%)	\$113,147.52
Construction Engineering (8%)	\$113,147.52
Material Testing	\$10,000.00
Geotechnical Evaluation	\$10,000.00
Boundary & TOPO Survey	\$20,000.00
Legal Proceedings	\$5,000.00
Estimated Total Project Costs	\$1,827,073.44

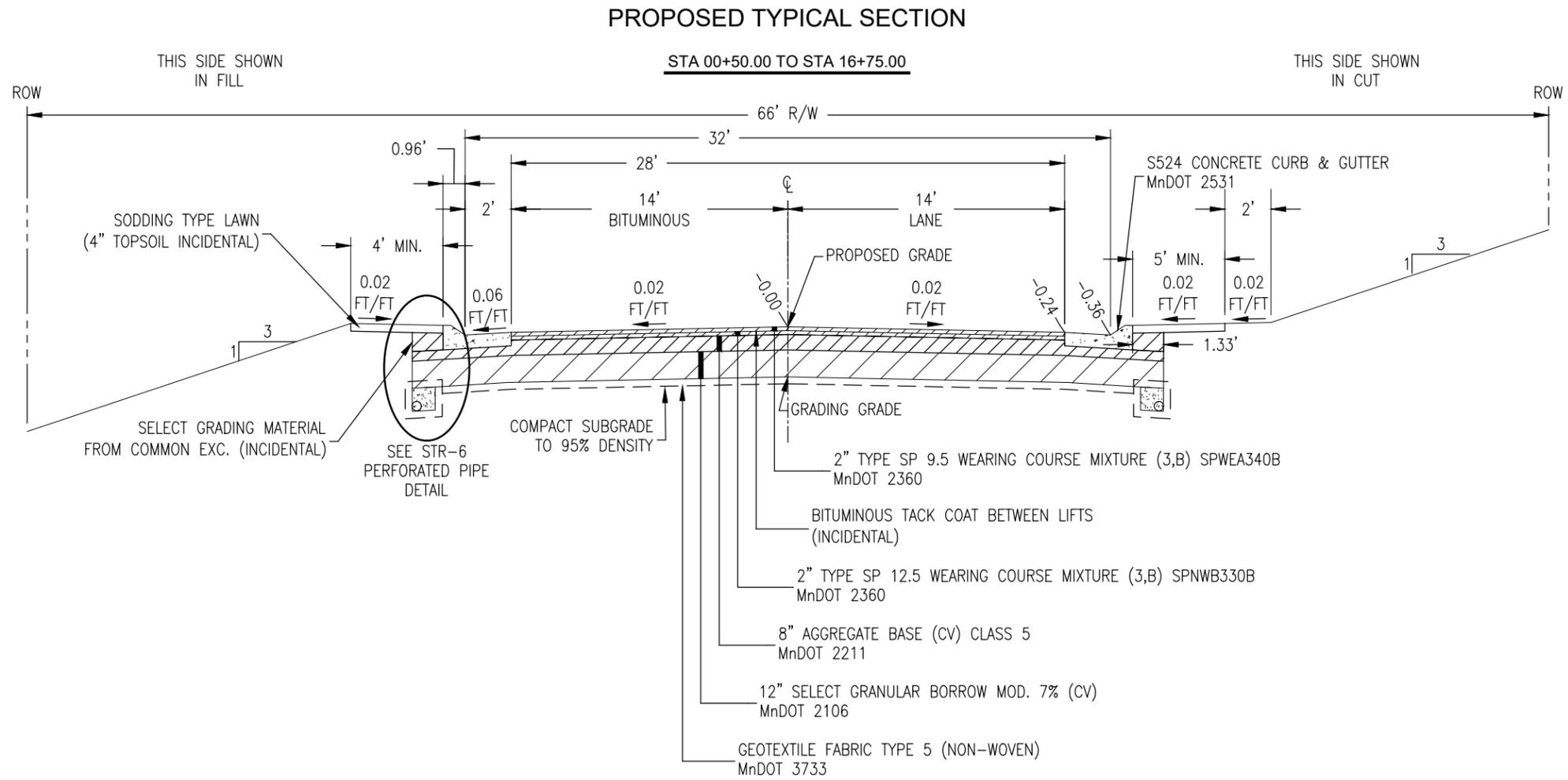


Engineer's Estimate

Date: 07/28/2023

Item No.	Note No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1		2021.501	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00
2		2101.505	CLEARING	ACRE	0.5	\$ 5,000.00	\$ 2,500.00
3		2101.505	GRUBBING	ACRE	0.5	\$ 5,000.00	\$ 2,500.00
4		2104.502	SALVAGE SIGN	EACH	11	\$ 10.00	\$ 110.00
5		2104.502	REMOVE HYDRANT	EACH	2	\$ 1,500.00	\$ 3,000.00
6		2104.503	REMOVE METAL CULVERT	LF	44	\$ 150.00	\$ 6,600.00
7		2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	700	\$ 6.00	\$ 4,200.00
8		2104.504	REMOVE BITUMINOUS PAVEMENT	SY	3,500	\$ 5.00	\$ 17,500.00
9		2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1,900	\$ 40.00	\$ 76,000.00
10		2106.507	EXCAVATION - COMMON	CY	5,260	\$ 15.00	\$ 78,900.00
11		2108.504	GEOTEXTILE FABRIC TYPE 5	SY	5,500	\$ 6.00	\$ 33,000.00
12		2211.507	AGGREGATE BASE (CV) CLASS 5	CY	1,200	\$ 50.00	\$ 60,000.00
13		2301.504	CONCRETE PAVEMENT 6.0"	SY	100	\$ 100.00	\$ 10,000.00
14		2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (3:B) 2.0" THICK	TON	500	\$ 100.00	\$ 50,000.00
15		2360.504	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3:B) 2" THICK	TON	500	\$ 100.00	\$ 50,000.00
16		2501.503	15" CAS PIPE CULVERT	LF	44	\$ 60.00	\$ 2,640.00
17		2503.503	12" RC PIPE SEWER CLASS III	LF	1,750	\$ 150.00	\$ 262,500.00
18		2503.503	8" PVC PIPE SEWER (SDR 35)	LF	1,600	\$ 95.00	\$ 152,000.00
19		2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00
20		2503.602	SEWER TRACER BOX	EACH	4	\$ 250.00	\$ 1,000.00
21		2504.601	TEMPORARY WATER SERVICE	LS	1	\$ 25,000.00	\$ 25,000.00
22		2504.602	CONNECT TO EXISTING WATER MAIN (WET TAP)	EACH	1	\$ 2,500.00	\$ 2,500.00
23		2504.602	HYDRANT ASSEMBLY	EACH	4	\$ 12,500.00	\$ 50,000.00
24		2504.602	8" GATE VALVE AND BOX	EACH	4	\$ 4,500.00	\$ 18,000.00
25		2504.602	WATER TRACER BOX	EACH	4	\$ 400.00	\$ 1,600.00
26		2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1,000	\$ 100.00	\$ 100,000.00
27		2504.604	3" POLYSTYRENE INSULATION	SY	8	\$ 25.00	\$ 200.00
28		2506.502	CASTING ASSEMBLY	EACH	12	\$ 750.00	\$ 9,000.00
29		2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	1	\$ 10,000.00	\$ 10,000.00
30		2506.503	CONST DRAINAGE STRUCTURE DESIGN F	EACH	9	\$ 7,500.00	\$ 67,500.00
31		2506.503	CONST DRAINAGE STRUCTURE DESIGN G	EACH	4	\$ 3,000.00	\$ 12,000.00
32		2506.602	SEAL MANHOLE	EACH	12	\$ 200.00	\$ 2,400.00
33		2521.518	4" CONCRETE WALK	SF	8,000	\$ 12.00	\$ 96,000.00
34		2531.503	CONCRETE CURB AND GUTTER DESIGN S524	LF	3,200	\$ 23.00	\$ 73,600.00
35		2531.618	TRUNCATED DOMES	SF	16	\$ 80.00	\$ 1,280.00
36		2563.601	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
37		2564.502	INSTALL SIGN TYPE C	EACH	11	\$ 250.00	\$ 2,750.00
38		2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 3,000.00	\$ 3,000.00
39		2573.502	STORM DRAIN INLET PROTECTION	EACH	12	\$ 20.00	\$ 240.00
40		2573.503	SILT FENCE; TYPE HI	LF	2,000	\$ 5.00	\$ 10,000.00
41		2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	200	\$ 6.00	\$ 1,200.00
42		2575.501	TURF ESTABLISHMENT	LS	1	\$ 50,000.00	\$ 50,000.00
43		2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	1,600	\$ 2.00	\$ 3,200.00
44		2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	3,200	\$ 2.00	\$ 6,400.00
45		2582.503	24" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	12	\$ 2.00	\$ 24.00

Water Costs	\$ 200,300.00
Sanitary Costs	\$ 254,900.00
Roadway Cost	\$ 959,144.00
NCE's Total Estimate	\$ 1,414,344.00



STEBNER PARK PER

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.

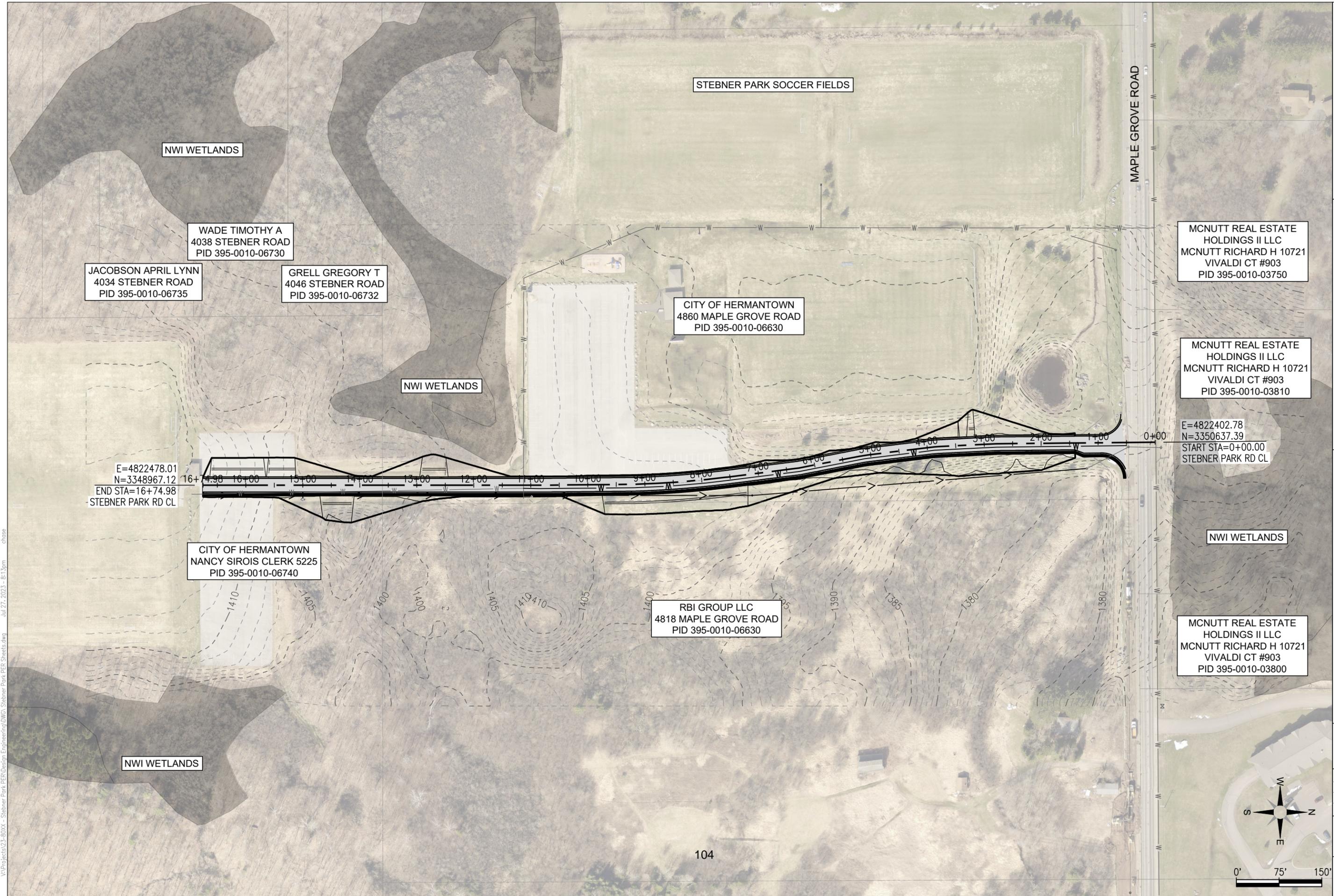
PRELIMINARY
NOT FOR CONSTRUCTION

Engineer: DAVID G. BOLF, P.E. Lic. No: 40926

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Proj: XX-XXX	
Date: 07/28/23	
Drawn: DRH	
Checked: TTP	

DETAILS	
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STEBNER PARK PER

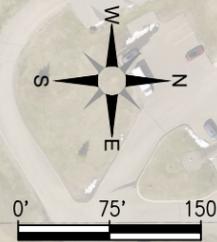
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PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: DAVID G. BOLF, P.E. Lic. No: 40926

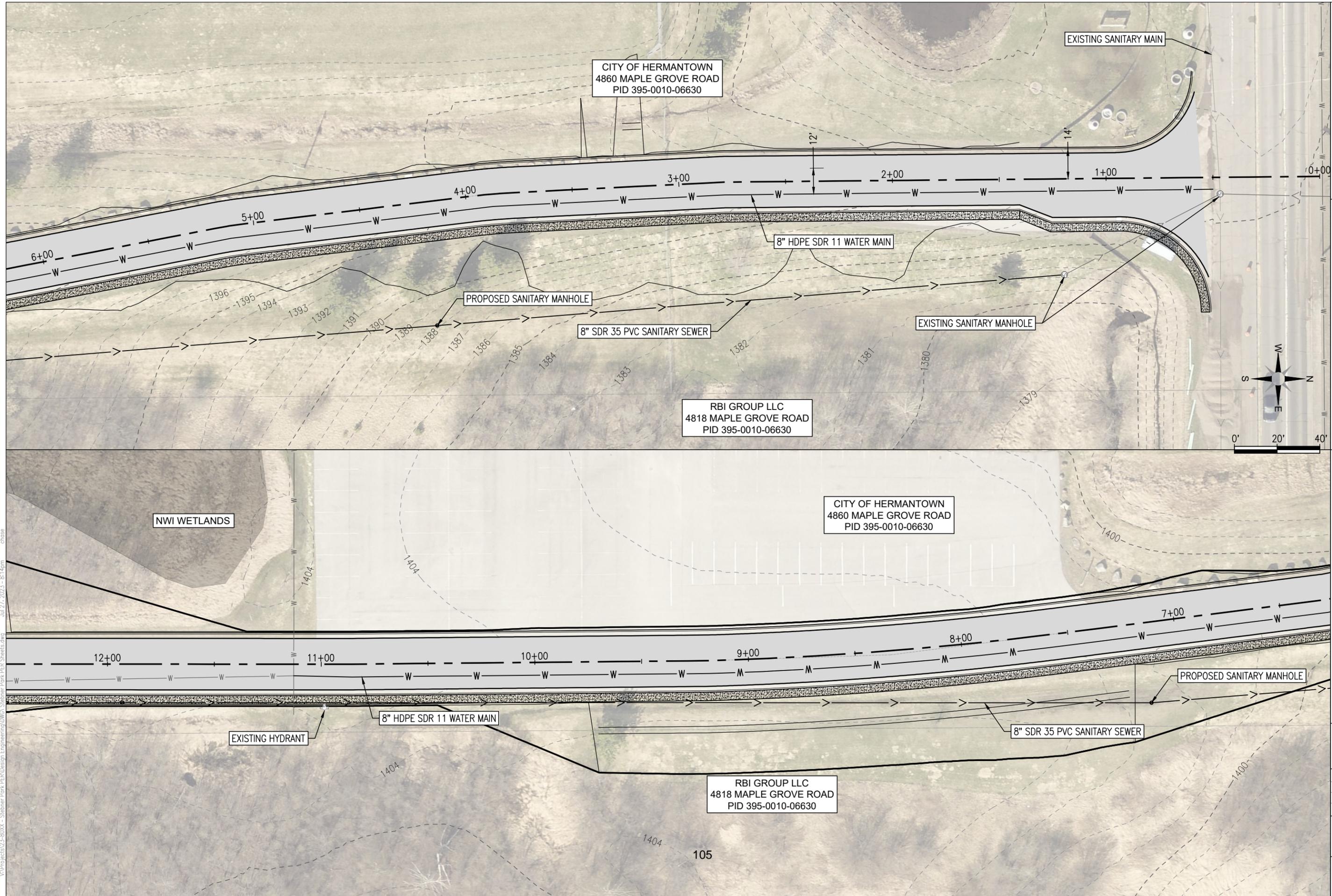
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Date: 07/28/23	
Drawn: DRH	
Checked: TTP	
SITE PLAN	
Sheet Title	
Sheet Number	2

- WADE TIMOTHY A
4038 STEBNER ROAD
PID 395-0010-06730
- JACOBSON APRIL LYNN
4034 STEBNER ROAD
PID 395-0010-06735
- GRELL GREGORY T
4046 STEBNER ROAD
PID 395-0010-06732
- CITY OF HERMANTOWN
4860 MAPLE GROVE ROAD
PID 395-0010-06630
- RBI GROUP LLC
4818 MAPLE GROVE ROAD
PID 395-0010-06630
- CITY OF HERMANTOWN
NANCY SIROIS CLERK 5225
PID 395-0010-06740
- MCNUTT REAL ESTATE HOLDINGS II LLC
MCNUTT RICHARD H 10721
VIVALDI CT #903
PID 395-0010-03750
- MCNUTT REAL ESTATE HOLDINGS II LLC
MCNUTT RICHARD H 10721
VIVALDI CT #903
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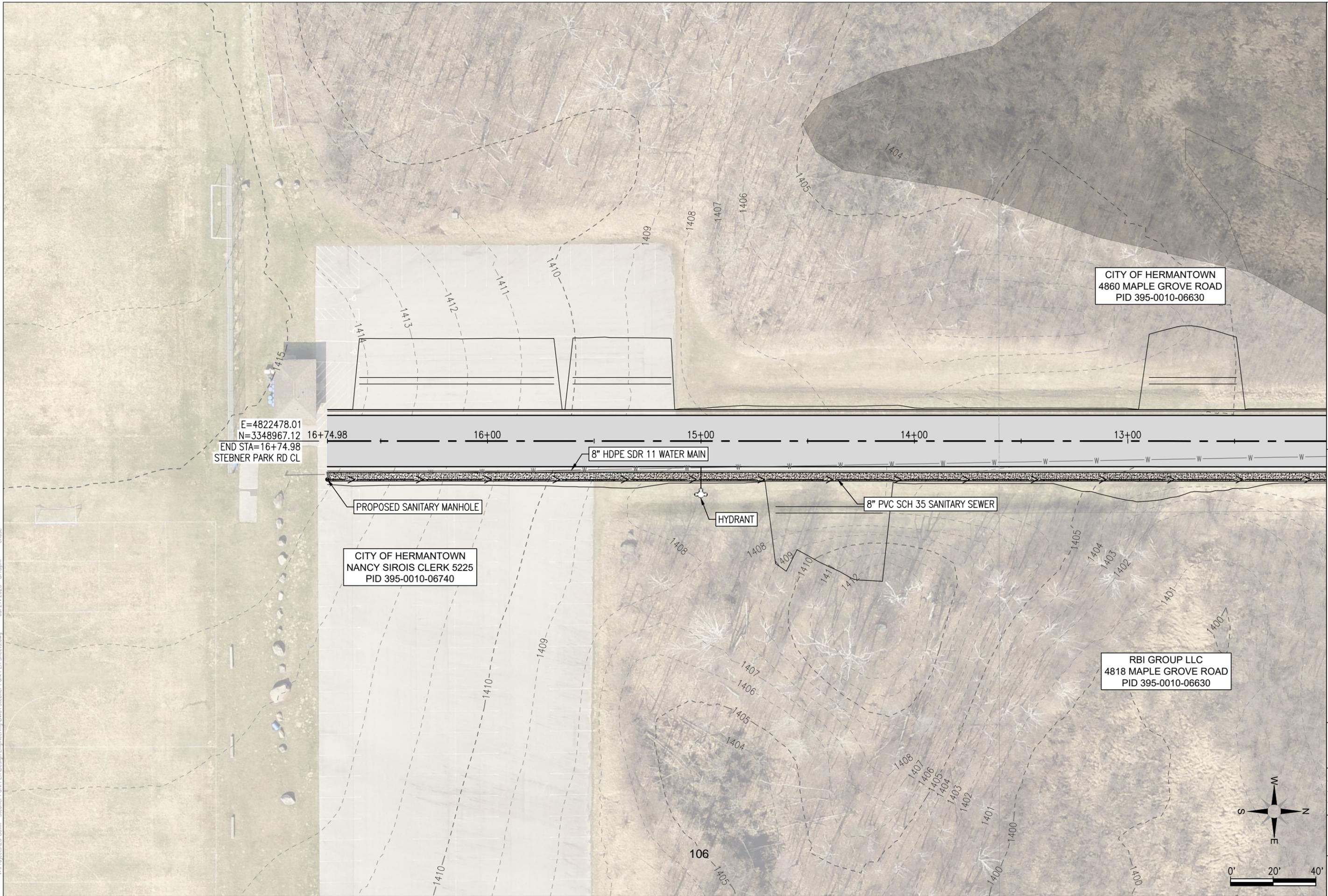
STEBNER PARK PER

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.
PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: DAVID G. BOLF, P.E. Lic. No: 40926
 XXXXX

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Proj:	XX-XXX
Date:	07/28/23
Drawn:	DRH
Checked:	TTP
SITE PLAN	
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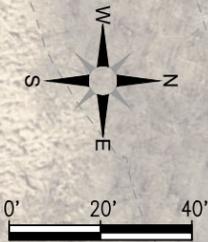


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CITY OF HERMANTOWN
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 PID 395-0010-06740

CITY OF HERMANTOWN
 4860 MAPLE GROVE ROAD
 PID 395-0010-06630

RBI GROUP LLC
 4818 MAPLE GROVE ROAD
 PID 395-0010-06630



STEBNER PARK PER

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.
PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: DAVID G. BOLF, P.E. Lic. No: 40926

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Proj: XX-XXX	
Date: 07/28/23	
Drawn: DRH	
Checked: TTP	
SITE PLAN	
Sheet Title	
Sheet Number	4



STEBNER PARK PER
 CITY OF HERMANTOWN

Sheet Title
24X36

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.
PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: DAVID G. BOLT, P.E. Lic. No. 4926

REVISIONS:

PROJECT: XX-XXX
 CHECKED: TTP
 DRAWN: DRH
 DATE: 07/28/23

Sheet Title
24X36

Sheet Number

August 2, 2023

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

Re: Okerstrom Rd - Sewer Improvement District No. 451

Dear John:

Attached is Pay Application #1 for the work associated with the Okerstrom Rd Project – Sewer Improvement District No. 451 from July 12th, 2023 through July 28, 2023. NCE and Veit have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #1 is **\$133,941.40**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount for pay application #1 is **\$6,697.07**.

NCE has reviewed the quantities through construction inspection and discussions with Veit representatives. I recommend payment in the amount of **\$127,244.33** be authorized at the August 7, 2023 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: Chase Ernste, E.I.T., Northland Consulting Engineers
Will Goldsworthy, Project Manager, Veit

Resolution No. 2023-115

**Resolution Approving Pay Request Number 1 For Sewer Improvement District 451 To Veit
In The Amount Of \$127,244.33**

WHEREAS, the City of Hermantown has contracted with Veit for Sewer Improvement District 451 (“Project”); and

WHEREAS, Veit has performed a portion of the agreed upon work in said Project; and

WHEREAS, Veit has submitted Pay Request No. 1 in the amount of \$127,244.33; 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. 1 provided that \$6,697.07 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. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to Veit the sum of \$127,244.33 which is the amount represented on Pay Request No. 1.

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 _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution has been duly passed and adopted August 7, 2023.



Contractor's Application for Payment

No. 1

Application Period:	July 12, 2023 through July 28, 2023	Application Date:	8/7/2023
To (Owner): City of Hermantown	Project: Okerstrom Rd Sewer Impr. District #451	From (Contractor): Veit	Via (Engineer): Northland Consulting Engineers, LLP
Owner's Contract Number: Sewer Improvement District #451	Contractor's Project Number:	Engineer Project Number: 22-8009	

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
TOTAL		
NET CHANGE BY CHANGE ORDER:		

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1		
2		
3		
4		
8. TOTALS		

1. ORIGINAL CONTRACT PRICE.....	\$	934,142.90
2. Net change by Change Orders.....	\$	0.00
3. Current Contract Price (Line 1 ± 2).....	\$	934,142.90
4. TOTAL COMPLETED AND STORED TO DATE		
See attached Pay Application Summary.....	\$	133,941.40
5. RETAINAGE:		
a. 5% X \$133,941.40 Work Completed.....	\$	133,941.40
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	6,697.07
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	127,244.33
7. LESS PREVIOUS PAYMENTS (Line 8).....	\$	
9. AMOUNT DUE THIS APPLICATION.....	\$	127,244.33
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$	806,898.57

Payment of: \$ 127,244.33

(Line 9 or other - attach explanation of the other amount)

Contractor's Certification	
<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(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;</p> <p>(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</p>	
<p>Contractor Signature - Veit & Company, Inc.</p>	
<p>By: Will Goldsworthy</p>	<p>Date:</p>
<p><small>Digitally signed by Will Goldsworthy DN: C=US, E=willgoldsworthy@veitusa.com, O=Veit, CN=Will Goldsworthy Date: 2023.08.01 11:47:54-05'00'</small></p>	

Recommended by:

_____ 8/1/2023
 David Bolf, P.E. - City Engineer (Date)

Approved by:

 John Mulder, City Administrator (Date)



Pay Application #1 - August 7th, 2023
City of Hermantown
Okerstrom Rd
Sewer Improvement District #451

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Veit Unit Price	Total Project	
						Completed Quantities	Completed Cost
BASE BID							
1	2021.501	MOBILIZATION	LS	1	\$ 54,000.00	1	\$54,000.00
2	2101.505	CLEARING	ACRE	0.71	\$ 6,700.00	0.65	\$4,355.00
3	2101.505	GRUBBING	ACRE	0.71	\$ 6,700.00	0.65	\$4,355.00
4	2104.502	REMOVE LIFT STATION	EACH	1	\$ 5,600.00	-	\$0.00
5	2104.502	SALVAGE SIGN TYPE C	EACH	1	\$ 45.00	-	\$0.00
6	2104.502	REMOVE MANHOLE	EACH	1	\$ 520.00	-	\$0.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	243	\$ 2.30	60	\$138.00
8	2104.503	REMOVE WATER SERVICE PIPE	LF	230	\$ 21.10	-	\$0.00
9	2104.503	REMOVE WATER MAIN	LF	825	\$ 16.00	-	\$0.00
10	2104.503	REMOVE PIPE CULVERTS	LF	122	\$ 16.00	-	\$0.00
11	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1875	\$ 27.00	-	\$0.00
12	2106.507	EXCAVATION - COMMON	CY	3374	\$ 13.00	-	\$0.00
13	2106.507	EXCAVATION - MUCK	CY	665	\$ 13.00	-	\$0.00
14	2106.507	GRANULAR EMBANKMENT (CV)	CY	665	\$ 26.00	-	\$0.00
15	2108.504	GEOTEXTILE FABRIC TYPE 5 (WOVEN)	SY	3550	\$ 1.10	-	\$0.00
16	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	1230	\$ 32.00	-	\$0.00
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (DRIVEWAYS)	CY	70	\$ 39.00	-	\$0.00
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	265	\$ 116.00	-	\$0.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (DRIVEWAYS)	TON	7.5	\$ 151.00	-	\$0.00
20	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	265	\$ 113.00	-	\$0.00
21	2411.507	GRANULAR BACKFILL (CV)	CY	290	\$ 22.50	-	\$0.00
22	2501.502	18" GS PIPE APRON	EACH	4	\$ 590.00	-	\$0.00
23	2501.502	24" GS PIPE APRON	EACH	2	\$ 690.00	-	\$0.00
24	2501.502	12" RC PIPE APRON	EACH	2	\$ 1,600.00	-	\$0.00
25	2501.502	18" RC PIPE APRON	EACH	2	\$ 1,750.00	-	\$0.00
26	2501.502	24" RC PIPE APRON	EACH	2	\$ 1,960.00	-	\$0.00
27	2501.503	12" RC PIPE CULVERT	LF	32	\$ 96.00	-	\$0.00
28	2501.503	12" CAS PIPE CULVERT	LF	68	\$ 59.00	-	\$0.00
29	2501.503	18" CAS PIPE CULVERT	LF	71	\$ 76.00	-	\$0.00
30	2501.503	24" CAS PIPE CULVERT	LF	35	\$ 89.00	-	\$0.00
31	2502.503	4" PERF PVC PIPE DRAIN	LF	1520	\$ 11.50	-	\$0.00
32	2503.503	12" RC PIPE SEWER CLASS III	LF	283	\$ 72.00	-	\$0.00
33	2503.503	18" RC PIPE SEWER CLASS III	LF	56	\$ 94.00	-	\$0.00
34	2503.503	24" RC PIPE SEWER CLASS III	LF	64	\$ 115.00	-	\$0.00
35	2503.503	8" PVC PIPE SEWER (SDR 35)	LF	1405	\$ 80.00	420	\$33,600.00
36	2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	1	\$ 1,400.00	-	\$0.00
37	2503.602	8"X4" PVC WYE	EACH	6	\$ 340.00	3	\$1,020.00
38	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 1,100.00	1	\$1,100.00
39	2503.602	SEWER TRACER BOX	EACH	6	\$ 200.00	-	\$0.00
40	2503.602	4" PIPE PLUG	EACH	1	\$ 195.00	-	\$0.00
41	2503.603	4" PVC SANITARY SERVICE PIPE (SCHEDULE 40)	LF	282	\$ 50.00	-	\$0.00
42	2504.601	TEMPORARY WATER SERVICE	LS	1	\$ 7,700.00	1	\$7,700.00
43	2504.602	CONNECT TO EXISTING WATER MAIN (WET TAP)	EACH	2	\$ 5,500.00	-	\$0.00
44	2504.602	HYDRANT ASSEMBLY	EACH	1	\$ 11,800.00	-	\$0.00
45	2504.602	8" GATE VALVE AND BOX	EACH	2	\$ 4,400.00	-	\$0.00
46	2504.602	8" X 1" TAPPING TEE W/ ELECTROFUSION SADDLE	EACH	6	\$ 750.00	-	\$0.00
47	2504.602	RECONNECT WATER SERVICE	EACH	6	\$ 520.00	-	\$0.00
48	2504.602	WATER TRACER BOX	EACH	6	\$ 200.00	-	\$0.00
49	2504.602	1" CURB STOP AND BOX	EACH	6	\$ 846.00	-	\$0.00
50	2504.603	1" HDPE SDR 11 SERVICE PIPE	LF	285	\$ 39.00	-	\$0.00
51	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1330	\$ 66.00	-	\$0.00
52	2504.604	3" POLYSTYRENE INSULATION	SY	8	\$ 36.00	-	\$0.00
53	2506.502	CASTING ASSEMBLY	EACH	10	\$ 720.00	-	\$0.00
54	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	LF	7	\$ 1,500.00	-	\$0.00
55	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LF	75.5	\$ 540.00	13.81	\$7,457.40
56	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LF	6	\$ 1,830.00	6	\$10,980.00
57	2506.602	SEAL MANHOLE	EACH	6	\$ 300.00	-	\$0.00
58	2506.603	CONSTRUCT 8" INSIDE DROP	LF	4.5	\$ 380.00	-	\$0.00
59	2511.511	RANDOM RIPRAP CLASS III	CY	40	\$ 100.00	-	\$0.00
60	2521.518	4" CONCRETE WALK	SF	2860	\$ 12.70	-	\$0.00
61	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LF	1510	\$ 45.50	-	\$0.00
62	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SY	72	\$ 133.00	-	\$0.00
63	2531.618	TRUNCATED DOMES	SF	12	\$ 91.00	-	\$0.00
64	2540.602	MAIL BOX	EACH	3	\$ 168.00	-	\$0.00
65	2557.502	VEHICULAR GATE-SINGLE	EACH	1	\$ 7,610.00	-	\$0.00
66	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,680.00	-	\$0.00
67	2564.502	INSTALL SIGN TYPE C	EACH	9	\$ 220.00	-	\$0.00
68	2564.518	SIGN PANELS TYPE C	SF	16	\$ 42.00	-	\$0.00
69	2573.502	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 3,300.00	1	\$3,300.00
70	2573.503	SILT FENCE, TYPE HI	LF	3900	\$ 4.80	420	\$2,016.00
71	2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$ 250.00	-	\$0.00
72	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	90	\$ 5.60	700	\$3,920.00
73	2574.508	FERTILIZER TYPE 1	POUNDS	155	\$ 1.70	-	\$0.00
74	2575.504	ROLLED EROSION PREVENTION CEGORY 20	SY	5100	\$ 2.30	-	\$0.00
75	2575.508	SEED MIXTURE 25-131	POUNDS	60	\$ 9.50	-	\$0.00
76	2575.508	SEED MIXTURE 34-171	POUNDS	5	\$ 95.00	-	\$0.00
77	2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LF	12	\$ 94.00	-	\$0.00

TOTAL AMOUNT EARNED	\$133,941.40
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August 1, 2023

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

Re: Haines Road Watermain Extension

Dear John:

Attached is Pay Application #2 for the work associated with the Haines road water main extension project from July 12, 2023, through August 1, 2023. NCE and KTM Paving agree that all major work under the contract has been completed. The amount of Pay Application #2 is **\$2,120.00**. This application is releasing all retainage for the project that was withheld from pay application #1.

NCE has reviewed the project with KTM paving throughout the duration of construction. Major work scope items have all been completed and the project is ready for final closeout. I recommend payment in the amount of **\$2,120.00** be authorized at the August 7, 2023 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: Trent Prigge, P.E., Northland Consulting Engineers
Alaina Dodaro, P.E., KTM Paving Inc.

Contractor's Application for Payment

Owner: <u>City of Hermantown</u>	Owner's Project No.: _____
Engineer: <u>Northland Consulting Engineers LLP</u>	Engineer's Project No.: <u>23-8003</u>
Contractor: <u>KTM Paving Inc.</u>	Contractor's Project No.: _____
Project: <u>Haines Road Watermain Extension</u>	
Contract: <u>Connection to City of Duluth Watermain near Anderson Road</u>	
Application No.: <u>2</u>	Application Date: <u>8/1/2023</u>
Application Period: From <u>7/12/2023</u> to <u>8/1/2023</u>	

1. Original Contract Price	\$ 42,400.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 42,400.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 42,400.00
5. Retainage	
a. <u>0%</u> X \$ 42,400.00 Work Completed	\$ -
b. <u>0%</u> X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 42,400.00
7. Less previous payments (Line 6 from prior application)	\$ 40,280.00
8. Amount due this application	\$ 2,120.00
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -

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: KTM Paving

Signature: [Signature] **Date:** 8/1/23

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>City Engineer</u>	Title: _____
Date: <u>8-1-2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Resolution No. 2023-116

Resolution Approving The Final Pay Request For The Haines Road Watermain Extension Project To KTM Paving Inc. In The Amount Of \$2,120.00

WHEREAS, the City of Hermantown has contracted with KTM Paving Inc. for Haines Road Watermain Extension (“Project”); and

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

WHEREAS, KTM Paving Inc. has submitted Final Pay Request in the amount of \$2,120.00; and

WHEREAS, Northland Consulting Engineers LLP has approved such Final Pay Request provided that all IC 134’s and paper work for the Project is submitted to the City of Hermantown.

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

1. Final Pay Request is hereby approved.
2. The City is hereby authorized and directed to pay to KTM Paving Inc. the sum of \$2,120.00.

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 _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution has been duly passed and adopted August 7, 2023.