



## **Hermantown City Council Meeting - Monday, October 16, 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](mailto: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, October 16, 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.

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### **City Council Meeting Monday, October 16, 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, October 16, 2023 at 4:30 p.m.  
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, October 16, 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.*

- A. Public Hearing to consider the proposed assessment for the construction of Ugstad and Arrowhead Reconditioning SP 202-101-014, Minn Project No: STBG 6922(198) ei: District No. 534 ("Project")

6. **COMMUNICATIONS**

- A. Correspondence 23-156 through 23-160 placed on file

[6](#)

7. **PRESENTATIONS**

A. **Quarterly Financial Report**

Kevin Orme, Director of Finance & Administration  
*(Pre-Agenda Only)*

[7](#)

B. **Hermantown Arena Design Update**

John Mulder, City Administrator  
*(Pre-Agenda Only)*

C. **Hermantown Road Bridge & Keene Creek Trail Update**

David Bolf, City Engineer  
*(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 October 2, 2023 City Council Continuation Minutes [9](#)
- B. **Accounts Payable** - Approve general city warrants from October 1, 2023 through October 15, 2023 in the amount of \$2,242,867.31 [14](#)

11. **ORDINANCES**

- A. **2023-09 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map Of The Northern 6.4 Acres of Parcels 395-0010-0782 And 395-0010-07840** [20](#)

*(second reading)  
(motion, roll call)*

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. **2023-146 Resolution Joining Statewide Volunteer Firefighter Pension Coverage For The Hermantown Fire Department Effective As Of January 1, 2024** [29](#)

*(motion, roll call)*

- B. **2023-147 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The Fire Services Transition Agreement Between the Hermantown Volunteer Fire Department And The City Of Hermantown** [32](#)

*(motion, roll call)*

- C. **2023-148 Resolution Receiving Bids And Approving Award Of Contract To Northstar Insulating Systems, Inc. For The Labor And Materials Necessary To Insulate The Attic Of The Administration In An Amount Not To Exceed \$150,000.00** [47](#)

*(motion, roll call)*

- D. **2023-149 Resolution Approving Change Orders Numbers 15 Through 16 For Road Improvement Project 534 (Ugstad & Arrowhead Roads)** [70](#)

*(motion, roll call)*

- E. **2023-150 Resolution Approving Pay Request Number 5 For Road Improvement District 534 To Ulland Brothers, Inc. In The Amount Of** [73](#)

**\$833,405.49**

*(motion, roll call)*

- F. **2023-151 Resolution Receiving Bids And Awarding Contract To Northern Interstate Construction, Inc. For 2023 Sewer Improvement District No. 544 (Stebner Park Improvement District - Sewer, Water, & Road) In The Amount Of \$344,170.00** [78](#)

*(motion, roll call)*

- G. **2023-152 Resolution Approving Pay Request Number 4 For Road Improvement District 538 To Ulland Brothers, Inc. In The Amount Of \$644,298.28** [95](#)

*(motion, roll call)*

13. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.05 Subd. 3 (b) to develop and consider an offer or counteroffer for the sale of real property for economic development















*(motion, roll call)*

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>
10/4/2023	23-156	Marianne Bohren, WLSSD	Corey Mathisen, MN Pollution Control Agency	Sanitary Sewer Ext. - Stebner Park	9/26/2023		
10/4/2023	23-157	Christine Clark, St. Louis County Public Works	John Mulder, City Administrator	Cooperative Agreement for 2024 Crack Seal	9/26/2023		
10/4/2023	23-158	Dale Siemsen, 4993 Thompson Rd.	City of Hermantown	Complaint	9/27/2023		
10/9/2023	23-159	Lauralin Kania, MN Pollution Control Agency	Adam Landwehr, 4845 Miller Trunk Hwy.	Petroleum Storage Tanks Release Investigation & Corrective Action	10/2/2023		
10/10/2023	23-160	Marianne Bohren, WLSSD	John Mulder, City Administrator	2024 Budget WLSSD	10/2/2023		

**City of Hermantown**  
**Select Departmental and Funds Expenditure Actual to Budget Report (Unaudited)**

		TARGET (Q3 2023 )	ACTUAL (Q3 2023)	PERCENT UNDER (OVER)
Administration & Finance		569,740	528,132	7%
Community Development		248,873	154,027	38%
Police Administration		2,428,556	2,316,714	5%
Fire Administration		422,726	440,273	(4%)
Street Dept. (Incl. Gen Eng)		600,347	667,823	(11%)
Parks		96,459	68,004	29%
Capital Equipment Transfer		551,250	551,250	0%
Facilities		247,423	256,384	(4%)
Other		284,292	248,019	13%
<b>General Fund Expenditure Total</b>		<b>5,449,664</b>	<b>5,230,627</b>	4%
Water		1,523,218	1,106,662	27%
Sewer		1,580,683	746,591	53%
Stormwater		507,074	284,377	44%
City Sales Tax Revenue		2,062,500	2,504,427	21%
Community Recreation Initiative Sales Tax Revenue			829,599	

Fire: Insurance and Legal Fees related to new formation

Street: Fuels, Lubricants, Uniforms, Salt, Contracted Services, Vehicle Maintenance, Payroll

Facilities: Maintenance, Contracted Services, Utilities



# City of Hermantown

As of 09/30/2023

## Cash/Investments per Fund

City Sales Tax Fund	10,943,049
Water Fund	5,742,794
Sewer Fund	6,505,662
General Fund	4,962,455
Other Funds	10,856,896
Total	<u>39,010,855</u>

## Who holds our money

4M	4,588,204
RBC	25,361,461
NBC	8,268,444
Pershing/Ehler's	792,746
Total	<u>39,010,855</u>

## How our money is invested

	<u>9/30/2023</u>	<u>6/30/2023</u>	<u>3/31/2023</u>	<u>12/31/2022</u>
Cash	4,268,444	2,666,490	1,930,713	7,132,594
Short Term Inv (Money Market)	4,588,204	1,170,575	3,692,594	3,759,722
Short Term Inv (CD)	4,000,000	2,000,000		
Inv - Bonds (Richard Lindgren)	792,746	1,541,999	0	0
Long Term Investment	25,361,461	28,463,991	27,835,339	26,560,590
Total	<u>39,010,855</u>	<u>35,843,055</u>	<u>33,458,646</u>	<u>37,452,906</u>

## Year(s) our Investments mature

2023	5,980,874
2024	6,744,049
2025	7,345,890
2026	4,051,860
2027 & Later	5,729,789
Total	<u>29,361,461</u>



**CITY OF HERMANTOWN  
CITY COUNCIL MEETING**  
Monday, October 2, 2023  
6:30 PM Central

**MEETING CONDUCTED IN PERSON & VIA ZOOM**

Mayor Wayne Boucher: Present  
Councilor John Geissler: Present  
Councilor Andy Hjelle: Present  
Councilor Ellie Jones: Present  
Councilor Brian LeBlanc: Present

**CITY STAFF:** Alissa Wentzlaff, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications & Community Engagement Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

**VISITORS:** 7

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**

Mayor Boucher formally congratulated Zach Graves on his first day as Statutory Fire Chief.

5. **PUBLIC HEARING**

A. Public Hearing On An Ordinance Amending The Fee Schedule For Licenses, Permits, And Fees Section 270 Of The Hermantown Code Of Ordinances

**B. 2023-08 An Ordinance Amending Hermantown Code Of Ordinances Section 270 - Fee Schedule**

*(second reading)*  
*(motion, roll call)*

Motion to approve 2023-08 An Ordinance Amending Hermantown Code Of Ordinances Section 270 - Fee Schedule. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea

Councilor John Geissler: Yea  
Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

6. **COMMUNICATIONS**

A. Correspondence 23-147 through 23-155 placed on file

7. **PRESENTATIONS**

A. **2024 Debt Service Budgets**

Kevin Orme, Director of Finance & Administration  
(Pre-Agenda Only)

B. **Highway 53 Business Park**

David Bolf, City Engineer  
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of September 18, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from September 16, 2023 through September 30, 2023 in the amount of \$1,034,666.99

Motion to approve the Consent Agenda. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

A. **2023-07 An Ordinance Amending Chapter 740, Hunting Deer By Bow And Arrow, Eliminating The "Earn A Buck" Requirement For The Hermantown**

**City Bow Hunt And Allowing The Use Of Crossbows**

*(second reading)*  
*(motion, roll call)*

Motion to approve 2023-07 An Ordinance Amending Chapter 740, Hunting Deer By Bow And Arrow, Eliminating The "Earn A Buck" Requirement For The Hermantown City Bow Hunt And Allowing The Use Of Crossbows. This motion, made by Councilor Ellie Jones and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle:     Yea  
Councilor Brian LeBlanc:    Yea  
Councilor Ellie Jones:       Yea  
Councilor John Geissler:     Yea  
Mayor Wayne Boucher:       Yea

Yea: 5, Nay: 0

**B. 2023-09 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map Of The Northern 6.4 Acres Of Parcels 395-0010-0782 And 395-0010-07840**

*(first reading)*

12. **RESOLUTIONS**

**A. 2023-142 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Environment Shoreland Overlay Area**

*(motion, roll call)*

Motion to approve 2023-142 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Environment Shoreland Overlay Area. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle:     Yea  
Councilor Brian LeBlanc:    Yea  
Councilor Ellie Jones:       Yea  
Councilor John Geissler:     Yea  
Mayor Wayne Boucher:       Yea

Yea: 5, Nay: 0

**B. 2023-143 Resolution Approving Memorandums Of Understanding (MOU's) And Authorizing And Directing Mayor And City Clerk To Execute And Deliver MOU's With International Union Of Operating Engineers Local 49 And AFSCME Local 66**

*(motion, roll call)*

Motion to approve 2023-143 Resolution Approving Memorandums Of Understanding (MOU's) And Authorizing And Directing Mayor And City Clerk To Execute And Deliver MOU's With International Union Of Operating Engineers Local 49 And AFSCME Local 66. This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Nay  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 1

**C. 2023-144 Resolution Awarding A Contract For Heat Tape Installation On The Governmental Services Building To Benson Electric In The Amount Of \$88,000**

*(motion, roll call)*

Motion to approve 2023-144 Resolution Awarding A Contract For Heat Tape Installation On The Governmental Services Building To Benson Electric In The Amount Of \$88,000. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

**D. 2023-145 Resolution Approving Pay Request Number 3 For Sewer Improvement District 451 To Veit In The Amount Of \$263,887.58**

*(motion, roll call)*

Motion to approve 2023-145 Resolution Approving Pay Request Number 3 For Sewer Improvement District 451 To Veit In The Amount Of \$263,887.58. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle:     Yea  
Councilor Brian LeBlanc:   Yea  
Councilor Ellie Jones:     Yea  
Councilor John Geissler:   Yea  
Mayor Wayne Boucher:     Yea

Yea: 5, Nay: 0

13.    **CLOSED SESSION**

14.    **RECESS**

Motion to recess at 6:49 p.m. This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle:     Yea  
Councilor Brian LeBlanc:   Yea  
Councilor Ellie Jones:     Yea  
Councilor John Geissler:   Yea  
Mayor Wayne Boucher:     Yea

Yea: 5, Nay: 0

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Mayor

ATTEST:

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City Clerk

**CITY OF HERMANTOWN**

CHECKS #70287-70330  
10/01/2023 - 10/15/2023

PAYROLL CHECKS

Electronic Checks - #-67310-67353 \$83,043.25

LIABILITY CHECKS

Electronic Checks - #-67354-67355 \$76,151.47

Electronic Checks - #-67305-67309 \$61,953.56

Checks - #70328-70329 \$2,278.70

**PAYROLL EXPENSE TOTAL \$223,426.98**

ACCOUNTS PAYABLE

Checks - #70287-70327 \$74,073.51

Checks - #70330 \$65.92

Electronic Payments #-99159-99175 \$1,945,300.90

**ACCOUNTS PAYABLE TOTAL \$2,019,440.33**

**TOTAL \$2,242,867.31**

10/6/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	2,856.82	-99175
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	78.23	-99175
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	8.69	-99175
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	36.97	-99175
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	27.61	-99175
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	38.66	-99175
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	90.80	-99175
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	44.18	-99175
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	278.62	-99175
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH #1	340.54	-99175
101	452200	Community Building	MN POWER	Community Bldg	565.12	-99174
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,253.47	-99174
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	2,080.08	-99174
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	131.25	-99174
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	21.62	-99174
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	24.14	-99174
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	109.54	-99174
605	431160	Street Lighting	MN POWER	Overhead St Lights	473.86	-99174
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	110.75	-99174
101	431901	City Garage	MN POWER	4971 Lightning Dr	328.11	-99174
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	196.87	-99174
605	431160	Street Lighting	MN POWER	Street Lights	739.71	-99174
602	494900	Sewer Administration and General	MN POWER	Sewer	570.57	-99174
605	431160	Street Lighting	MN POWER	Traffic Lights	922.38	-99174
605	431160	Street Lighting	MN POWER	Street Lights	359.39	-99174
275	452200	Community Building	MN POWER	EWC Garage	31.18	-99174
601	494400	Water Administration and General	MN POWER	Water	467.35	-99174
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	17,757.24	-99174
101	452100	Parks	MN POWER	Little Leagues	33.42	-99174
605	431160	Street Lighting	MN POWER	Street Lights	470.17	-99174
101	452100	Parks	MN POWER	Parks	568.35	-99174
605	431160	Street Lighting	MN POWER	Street Lights	386.96	-99174
240	432510	Trunk Sewer Construction	BRAUN INTERTEC CORPORATION	Okerstrom Road - Road and Util	967.50	-99173
409	419901	City Hall & Police Building Maintenance	BRAUN INTERTEC CORPORATION	Hermantown City Hall Design	7,748.00	-99173
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	Sanitary Sewer System Inspecti	1,877.00	-99173
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Roosevelt San Clean	3,000.00	-99172
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	San Clean Okerstrom/Johnson	3,125.00	-99172
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Sep 2023 -12	645.98	-99171



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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Sep 2023 -	187.36	-99171
603	441100	Storm Water	LHB INC	Hermantown Rocky Run Creek Bri	6,707.75	-99170
101	431100	Street Department	MID-STATE TRUCK SERVICE INC.	DOT Log Books	65.80	-99169
601	494300	Water Distribution	MN MUNICIPAL UTILITIES ASSN	2023 Annual Drug/Alco Testing	122.50	-99168
602	494500	Sewer Maintenance	MN MUNICIPAL UTILITIES ASSN	2023 Annual Drug/Alco Testing	122.50	-99168
602	494500	Sewer Maintenance	MN PUMP WORKS	3 E/One Outdoor Station Kit	23,047.00	-99167
602	494500	Sewer Maintenance	SJE-RHOMBUS, INC.	NEW PLC Programmers and memory	33,713.00	-99166
101	431100	Street Department	TOWMASTER	Brine system parts H-0	53.36	-99165
475	431150	Street Improvements	ULLAND BROTHERS INC	Richard Lindgren Street Improv	38,306.85	-99164
402	431150	Street Improvements	ULLAND BROTHERS INC	Ugstad Rd Improvements	1,748,581.78	-99164
601	494400	Water Administration and General	WEX HEALTH INC	3rd QTR VEBA 2023 B	208.34	-99163
101	419100	Community Development	WEX HEALTH INC	3rd QTR VEBA 2023 B	291.66	-99163
602	494900	Sewer Administration and General	WEX HEALTH INC	3rd QTR VEBA 2023 B	208.34	-99163
603	441100	Storm Water	WEX HEALTH INC	3rd QTR VEBA 2023 B	125.00	-99163
260	456101	Cable	WEX HEALTH INC	4th QTR VEBA 2023	37.50	-99162
101	414100	Elections	WEX HEALTH INC	4th QTR VEBA 2023	12.75	-99162
101	431901	City Garage	WEX HEALTH INC	4th QTR VEBA 2023	250.00	-99162
603	441100	Storm Water	WEX HEALTH INC	4th QTR VEBA 2023	1,943.75	-99162
101	452200	Community Building	WEX HEALTH INC	4th QTR VEBA 2023	125.00	-99162
101	424100	Building Inspection	WEX HEALTH INC	4th QTR VEBA 2023	1,437.50	-99162
230	465100	HEDA	WEX HEALTH INC	4th QTR VEBA 2023	187.75	-99162
101	490100	Cemetery	WEX HEALTH INC	4th QTR VEBA 2023	25.00	-99162
101	431100	Street Department	WEX HEALTH INC	4th QTR VEBA 2023	3,787.50	-99162
601	494300	Water Distribution	WEX HEALTH INC	4th QTR VEBA 2023	2,250.00	-99162
602	494900	Sewer Administration and General	WEX HEALTH INC	4th QTR VEBA 2023	1,150.00	-99162
601	494400	Water Administration and General	WEX HEALTH INC	4th QTR VEBA 2023	1,562.50	-99162
101	415300	Administration & Finance	WEX HEALTH INC	4th QTR VEBA 2023	3,968.25	-99162
101	419100	Community Development	WEX HEALTH INC	4th QTR VEBA 2023	1,687.50	-99162
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	4th QTR VEBA 2023	812.50	-99162
101	422901	Firehall #1 Maple Grove Road	WEX HEALTH INC	4th QTR VEBA 2023	250.00	-99162
602	494500	Sewer Maintenance	WEX HEALTH INC	4th QTR VEBA 2023	1,312.50	-99162
101	452100	Parks	WEX HEALTH INC	4th QTR VEBA 2023	250.00	-99162
101	421100	Police Administration	WEX HEALTH INC	4th QTR VEBA 2023	18,975.00	-99162
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Oct Inactives	1,459.60	-99161
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Oct Inactives	162.18	-99161
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	960.00	-99160
101	419100	Community Development	WEX HEALTH INC	Monthly Participant fee	4.93	-99159
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant fee	39.44	-99159

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant fee	90.32	-99159
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant fee	15.71	-99159
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant fee	15.71	-99159
101	431100	Street Department	WEX HEALTH INC	Monthly Participant fee	15.71	-99159
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant fee	4.93	-99159
101	431100	Street Department	A & S TRUCK AND TRAILER REPAIR	Break Can H-0	196.00	70287
601	494300	Water Distribution	ACME TOOLS	Vac Trailer Pressure Hose Nozz	71.98	70288
101	431901	City Garage	ACME TOOLS	Werner 12ft D-rung Straight La	392.99	70288
601	494300	Water Distribution	ACME TOOLS	Tools for H20 Breaks etc	194.37	70288
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309647	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309643	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309649	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309644	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309645	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309646	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309648	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309641	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309642	75.00	70289
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309610	75.00	70289
602	494500	Sewer Maintenance	BJONSKAAS, ARON	Reimburse Safety Boots	56.25	70290
601	494300	Water Distribution	BJONSKAAS, ARON	Reimburse Safety Boots	56.25	70290
101	431100	Street Department	BJONSKAAS, ARON	Reimburse Safety Boots	112.50	70290
101	431100	Street Department	BW DISTRIBUTING	Truck Wash Soap	330.98	70291
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70292
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	70292
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	70292
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70292
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70292
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	10.35	70292
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	288.82	70292
101	431100	Street Department	CINTAS CORPORATION	Uniforms	42.37	70292
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70292
240	433500	Water Improvements	CORE & MAIN LP	AMI- Sensus Annual RNI SAAS Fe	7,570.00	70293
101	415300	Administration & Finance	COSTCO MEMBERSHIP	Membership	180.00	70294
601	494400	Water Administration and General	CUSTOMER ELATION INC	08/29 - 09/25/23 Answering	32.09	70295
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	08/29 - 09/25/23 Answering	21.40	70295
101	419901	City Hall & Police Building Maintenance	DALCO	Cone Bowl Mop	197.56	70296
101	431100	Street Department	DULUTH READY MIX INC	Road Sand	2,935.29	70297

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	DULUTH TIRE	624 Repair Tire	168.00	70298
230	214500	Escrow Deposits Payable	EHLERS & ASSOCIATES INC	TX Increment Financing Dist. N	5,250.00	70299
460	465100	HEDA	EHLERS & ASSOCIATES INC	TIF Reporting - 2022 Reports	132.50	70299
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2023 Debt Study	3,047.50	70299
324	471000	Debt Service	EHLERS & ASSOCIATES INC	GO Tax Abatement Bonds, Series	3,750.00	70299
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Water parts for inventory	7,232.30	70300
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrant Ext PACER 18	2,504.00	70300
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Valve Setters & Anode Bags	1,999.56	70300
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hoses H-4 Spinner	602.28	70301
101	431100	Street Department	HERMANTOWN HYDRAULICS	H-4 Spinner Motor	346.15	70301
101	419100	Community Development	HERMANTOWN SERVICE CENTER INC	Public Hearing Planning & Zoni	57.75	70302
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update- Aug	2,230.00	70303
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C308	128.58	70304
101	431100	Street Department	INTEGRATED OFFICE SOLUTIONS	Batteries for H-8	311.90	70304
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C458	319.35	70304
601	494300	Water Distribution	LFAVE, CHRISTOPHER	Reimburse Safety Boots	65.81	70305
101	431100	Street Department	LFAVE, CHRISTOPHER	Reimburse Safety Boots	131.62	70305
602	494500	Sewer Maintenance	LFAVE, CHRISTOPHER	Reimburse Safety Boots	65.81	70305
101	421100	Police Administration	LSFT & ICAC TF	Phone Dump	550.00	70306
601	494300	Water Distribution	MAVO CONCRETE SAWING SERVICES, INC.	Sawcutting for watermain break	812.72	70307
601	494300	Water Distribution	MAVO CONCRETE SAWING SERVICES, INC.	Sawcutting for watermain break	26.25	70307
601	494300	Water Distribution	MENARD INC	Drill Bits for H20 Radio Insta	28.96	70308
602	494500	Sewer Maintenance	MENARD INC	Chain Links for LS	27.94	70308
101	431100	Street Department	MENARD INC	2x8s for side boards H-1	40.58	70308
101	431901	City Garage	MENARD INC	Packing Tape	8.29	70308
101	431901	City Garage	MENARD INC	Vacuum for office/ breakroom	112.79	70308
601	494300	Water Distribution	MENARD INC	Seed Mix for Hydrant Repairs	149.76	70308
101	419901	City Hall & Police Building Maintenance	MENARD INC	J-Trim	10.79	70308
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Testing Ugstad Rd	577.45	70309
603	441100	Storm Water	MN ENERGY RESOURCES CORP	Repair Nat Gas Service	382.06	70310
101	431100	Street Department	MORTON SALT, INC.	Road Salt	11,024.81	70311
101	421100	Police Administration	MOTOROLA SOLUTIONS, INC.	Watch Guard DVR Repair - SQD 1	365.00	70312
101	431100	Street Department	NAPA AUTO PARTS	DEF	350.07	70313
601	220100	Refund Payable	POYNTER, RODNEY OR NANCY	Refund Acct #0704-03	12.20	70314
101	431100	Street Department	SATHERS, LLC	Class 5- Crushed Material	254.80	70315
101	431100	Street Department	SATHERS, LLC	Class 5- Crushed Material	205.80	70315
601	220100	Refund Payable	SCHAEFER, WILLIAM	Refund Acct #0523-01	102.70	70316
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Resolution/Permit RB Holdings	92.00	70317

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Resolution JLG Enterprises	46.00	70317
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Agreement Krause, Peter H	46.00	70317
101	421100	Police Administration	TACTICAL SOLUTIONS	Radar Certifications	456.00	70318
601	494400	Water Administration and General	TASB, INC.	BoardBook Subscription 09/0123	888.89	70319
602	494900	Sewer Administration and General	TASB, INC.	BoardBook Subscription 09/0123	888.89	70319
101	415300	Administration & Finance	TASB, INC.	BoardBook Subscription 09/0123	1,777.78	70319
603	441100	Storm Water	TASB, INC.	BoardBook Subscription 09/0123	444.44	70319
601	494300	Water Distribution	TENET	E-Mat for Water Break Spots	117.32	70320
601	494300	Water Distribution	TENET	E-Mat for Water Break Spots	58.66	70320
101	421100	Police Administration	TROY'S BP AMOCO INC	Brakes - SQD 20	652.63	70321
101	421100	Police Administration	TROY'S BP AMOCO INC	Brakes - SQD 14	1,134.59	70321
603	441100	Storm Water	UNITED RENTALS (NORTH AMERICA) INC	Water Truck Rental- Street Swe	-170.00	70322
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Tower Rental	315.00	70322
101	431100	Street Department	UNITED RENTALS (NORTH AMERICA) INC	Water Truck Rental- Street Swe	-55.00	70322
101	321800	Contractors License/Permits	US CABLE COMMUNICATIONS, LLC	Refund for contractor permits	700.00	70323
601	494300	Water Distribution	WATER CONSERVATION SERVICE, INC	Water Leak Survey	6,259.00	70324
601	220100	Refund Payable	WEBB, BL	Refund Acct # 3007-01	34.76	70325
101	431100	Street Department	WHITE CAP, LP	PATCHER II 56700 CRAFTCO RENTAL	3,375.00	70326
101	421100	Police Administration	ZENITH AUTO GLASS	Windshield repair squad # 12	60.00	70327
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Oct Inactive - Rich	21.51	70330
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Oct Inactive - Volk	44.41	70330

Totals: 173 records printed

2,019,440.33



**CITY COUNCIL MEETING DATE:** October 16, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Zoning Map Amendment from P, Public to R-3 Residential

**RESOLUTION:**                       **ORDINANCE:** 2023-09                       **OTHER:**

**REQUESTED ACTION**

Conduct a second reading on the proposed amendment to the Hermantown Zoning Map by rezoning the northern 6.4 acres associated with parcels 395-0010-07820 and 395-0010-07840 from P, Public to R-3 Residential. This is the northern portion of the Union Cemetery property located at 3807 Getchell Road.

**DESCRIPTION OF REQUEST**

Requested is the proposed amendment to the Hermantown Zoning Map by rezoning the northern 6.4 acres associated with parcels 395-0010-07820 and 395-0010-07840 from P, Public to R-3 Residential. This is the northern portion of the Union Cemetery property located at 3807 Getchell Road. The purpose of the rezoning is to facilitate the sale of the property for future residential development.

A public hearing for this application was held on Tuesday, September 19, 2023. In addition to the applicant, there were three other members of the public present to speak on the application. Concerns expressed by the public included what plans there were for the property, the ability to develop the property if the land was gifted to the cemetery association and potential wetlands on the property. traffic generated by a future development and changes to the overall character of the area.

The Planning and Zoning Commission is a recommending body in the City Process. The Planning and Zoning Commission recommended to approve the rezoning on a 4-0 vote

**SITE DATA**

<b>Address:</b>	3807 Getchell Road (395-0010-07820 and 395-0010-07840)
<b>Comprehensive Plan:</b>	Concept Area 1: Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Existing and New Park Areas
<b>Current Zoning:</b>	P, Public
<b>Current Use:</b>	Vacant/undeveloped
<b>Lot Size:</b>	6.4 acres
<b>Wetlands:</b>	Yes, delineation performed but not yet reviewed
<b>Shoreland Overlay:</b>	No
<b>Airport Zoning:</b>	N/A



**ZONING PROCESS**

Union Cemetery Association (Applicant) is requesting a rezoning from P, Public to R-3, Residential. Applicant has stated the purpose of the rezoning is to facilitate the sale of the property for future residential development. Other than the cemetery property, the surrounding properties are zoned R-3, Residential.

Dimensional standards would change as follows:

Dimensional Standards	P	R-3
Height	50 feet	35 feet
Setbacks		
<i>Front</i>	35 feet	50 feet
<i>Side (abutting street)</i>	35 feet	10 feet
<i>Side</i>	15 feet	10 foot minimum, 25 foot aggregate
<i>Rear</i>	25 feet	40 feet
Minimum lot area	None	½ acre
Minimum lot width	None	100 feet
Maximum lot coverage	35%	35%

**COMPREHENSIVE PLAN**

The site is in Area 1 on the Hermantown Comprehensive Plan Concepts Map. The goal for Area 1 is to maintain suburban character, preserve critical natural features, phase residential development, and develop existing and new park areas. Suburban character includes residential development and is compatible with the uses of the adjacent properties.

**BACKGROUND**

Union Cemetery Association (Applicant) owns two parcels associated with the Union Cemetery; 395-0010-07820 and 395-0010-07840. The southern portion of both of these parcels contain the cemetery with the northern 6.4 acres of these parcels being vacant. The Applicant does not foresee the need for this northern portion of land and is seeking to rezone this portion of property in order to be marketed for residential development.

With the exception of the cemetery land to the south, the subject property is bordered by the R-3, Residential zoning district. Rezoning of this property would be in keeping with the surrounding zoning and land use.

**Land Subdivision**

Assuming the 6.4 acre parcel is rezoned, the Applicant will submit an application for an Administrative Parcel Split. The proposed subdivision/reconfiguration of parcels 395-0010-07820 and 395-0010-07840 will contain two parcels with the southern 6.8 acre of parcels 395-0010-07820 and 395-0010-07840 containing the cemetery and remaining a P, Public zoning and the northern 6.4 acres of the newly created parcel being rezoned to R-3 Residential and marketed for residential development.

### **Utilities**

There is public water and sanitary sewer within the Getchell Road right of way. Any future residential development will be required to connect to the public utilities and pay any applicable connection and availability fees. Utility connections are subject to the City staff approval of work within Getchell Road.

### **Wetlands**

A wetland delineation has been performed but has not been reviewed at the time of this staff report. From the wetland report, there is a wetland that bisects the property running north/south which will be reviewed by the Hermantown Technical Evaluation Panel prior to any development of the property. Any proposed wetland impacts in this area of the property require review and approval by the Hermantown Technical Evaluation Panel.

### **SUMMARY**

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 6.4 acre site is located in an area that has an existing residential character and rezoning of the parcel would be complementary to the area. Staff recommends approval of the rezoning based on the following Findings of Fact:

1. The Planning Commission of the City of Hermantown (“Planning Commission”) held a public hearing on the rezoning request on September 19, 2023 at which time all parties desiring to be heard were afforded the opportunity to be heard.
2. A rezoning to R-3, Residential is compatible with the surrounding uses as it mirrors the existing development patterns of the surrounding/abutting parcels.
3. A rezoning to R-3, Residential allows for the maximization of existing water and sanitary sewer infrastructure thus allowing for more development opportunities than can be realized under a P, Public zoning.
4. The subject parcels (395-0010-07820 and 395-0010-07840) will be administratively subdivided/reconfigured to create the new 6.4 acre parcel. Any future lot splits will require the payment of a \$1,100.00 park dedication fee and the subsequent \$300.00 application fee.
5. The Land falls within the City’s Urban Services Boundary. Sanitary sewer and water mains are within the adjacent right of way of Stebner Road.
6. The property is included in the suburban development concept area (Area 1) of the Comprehensive Plan within which residential development is currently allowed.

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

N/A

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## **ATTACHMENTS**

- Location Map
- Current and Proposed Zoning Maps
- Ordinance

**Ordinance No. 2023-09**

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE  
BY AMENDING THE OFFICIAL ZONING MAP OF  
THE NORTHERN 6.4 ACRES OF PARCELS 395-0010-07820 and 395-0010-07840**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that the northern 6.4 acres of Parcels 395-0010-07820 and 395-0010-07840 is zoned R-3, Residential. See Exhibit A for Legal Description.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone the northern 6.4 acres of Parcels 395-0010-07820 and 395-0010-07840 to R-3, Residential with the following Findings of Fact:

**Findings of Fact.**

1. The Planning Commission of the City of Hermantown (“Planning Commission”) held a public hearing on the rezoning request on September 19, 2023 at which time all parties desiring to be heard were afforded the opportunity to be heard.

2. A rezoning to R-3, Residential is compatible with the surrounding uses as it mirrors the existing development patterns of the surrounding/abutting parcels.

3. A rezoning to R-3, Residential allows for the maximization of existing water and sanitary sewer infrastructure thus allowing for more development opportunities than can be realized under a P, Public zoning.

4. The Land falls within the City’s Urban Services Boundary. Sanitary sewer and water mains are within the adjacent right of way of Stebner Road.

5. The property is included in the suburban development concept area (Area 1) of the Comprehensive Plan within which residential development is currently allowed.

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

Dated: \_\_\_\_\_ Mayor \_\_\_\_\_

Attest:

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

Adopted: \_\_\_\_\_

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

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

## Exhibit A – Legal Descriptions

### LEGAL DESCRIPTION OF PARCEL A

That part of the East Half of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter and that part of the East Half of the East Half of the Southeast Quarter of the Northwest Quarter lying Northerly of Hermantown Road in Section 26, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows: Commencing at the West Quarter corner of said Section 26; thence on an assumed bearing of North 89 degrees 36 minutes 33 seconds East, along the South line of the Northwest Quarter of said Section 26 for a distance of 2150.44 feet to the Southwest corner of said East Half of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter; thence continue South 89 degrees 36 minutes 33 seconds East, along the South line of the Northwest Quarter of said Section 26 for a distance of 165.42 feet; thence North 15 degrees 53 minutes 30 seconds West 50.51 feet to the center line of Hermantown Road, said point being the point of beginning of the parcel herein described; thence continue North 15 degrees 53 minutes 30 seconds West 58.85 feet; thence North 08 degrees 18 minutes 34 seconds West 85.39 feet; thence South 88 degrees 07 minutes 57 seconds West 47.27 feet; thence North 01 degrees 52 minutes 03 seconds West 152.80 feet; thence North 48 degrees 19 minutes 03 seconds West 55.80 feet; thence North 00 degrees 07 minutes 12 seconds West 382.96 feet to a line parallel with and distant 565.00 feet South of the North line of the Southeast Quarter of the Northwest Quarter of said Section 26; thence North 89 degrees 31 minutes 43 seconds East, along said parallel line 466.40 feet to the East line of said Southeast Quarter of the Northwest Quarter; thence South 00 degrees 06 minutes 28 seconds East, along said East line 637.47 feet to the center line of Hermantown Road; thence South 77 degrees 07 minutes 43 seconds West, along said center line 353.30 feet to the point of beginning.

Said Parcel A contains 297,286 square feet or 6.82 acres.

### LEGAL DESCRIPTION OF PARCEL B

That part of the East Half of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter and that part of the East Half of the East Half of the Southeast Quarter of the Northwest Quarter lying Northerly of Hermantown Road in Section 26, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows: Commencing at the West Quarter corner of said Section 26; thence on an assumed bearing of North 89 degrees 36 minutes 33 seconds East, along the South line of the Northwest Quarter of said Section 26 for a distance of 2150.44 feet to the Southwest corner of said East Half of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter; thence continue South 89 degrees 36 minutes 33 seconds East, along the South line of the Northwest Quarter of said Section 26 for a distance of 165.42 feet; thence North 15 degrees 53 minutes 30 seconds West 50.51 feet to the center line of Hermantown Road; thence continue North 15 degrees 53 minutes 30 seconds West 58.85 feet; thence North 08 degrees 18 minutes 34 seconds West 85.39 feet; thence South 88 degrees 07 minutes 57 seconds West 47.27 feet; thence North 01 degrees 52 minutes 03 seconds West 152.80 feet; thence North 48 degrees 19 minutes 03 seconds West 55.80 feet; thence North 00 degrees 07 minutes 12 seconds West 382.96 feet to a line parallel with and distant 565.00 feet South of the North line of the Southeast Quarter of the Northwest Quarter of said Section 26, said point being the point of beginning of the parcel herein described; thence North 89 degrees 31 minutes 43 seconds East, along said parallel line 466.40 feet to the East line of said Southeast Quarter of the Northwest Quarter; thence North 00 degrees 06 minutes 28 seconds West, along said East line 565.01 feet to the North line of the Southwest Quarter of the Northwest Quarter; thence South 89 degrees 31 minutes 43 seconds West, along said North line 496.84 feet to the West line of the East Half of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter; thence South 00 degrees 07 minutes 58 seconds East, along said West line 486.65 feet; thence North 89 degrees 52 minutes 48 seconds East 30.21 feet; thence South 00 degrees 07 minutes 12 seconds East 78.17 feet to the point of beginning.

Said Parcel B contains 278,280 square feet or 6.39 acres.

## Parcels

395-0010-07820

395-0010-07840

**Location Map**



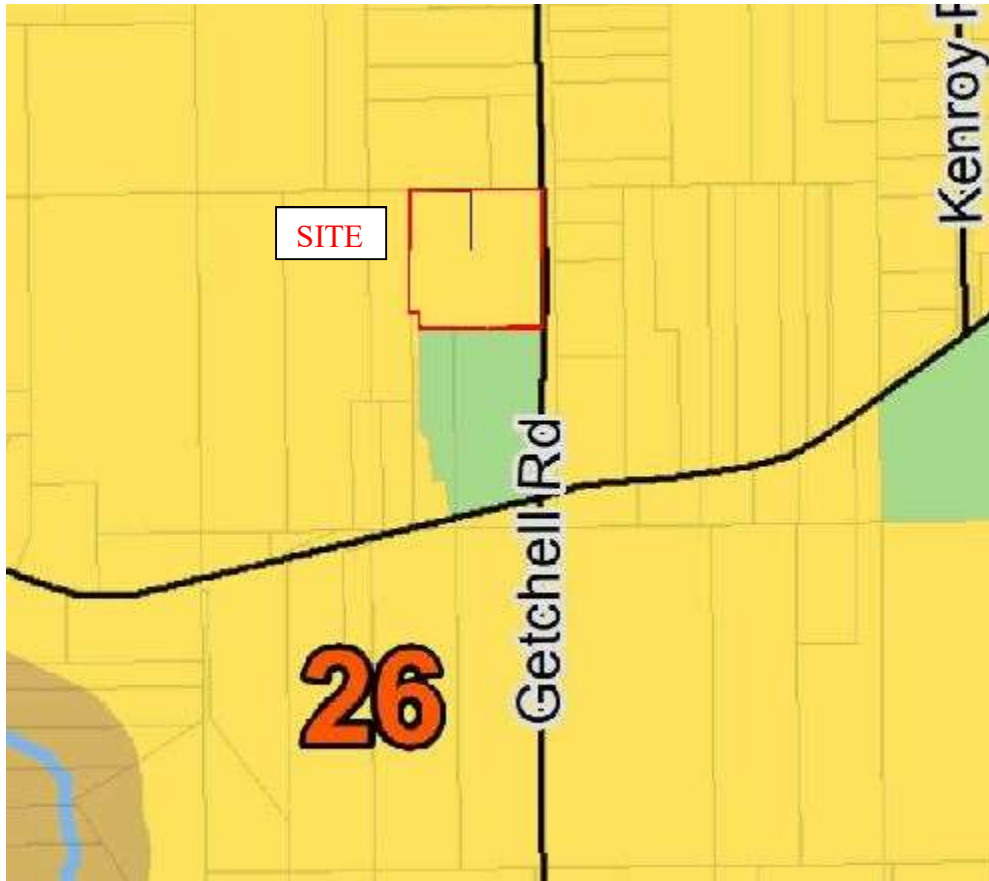
# Existing Zoning Map



## Hermantown Zoning Districts

-  HM-Hermantown Marketplace
-  BLM-Business/Light Manufacturing
-  C-General Commercial
-  C1-Office/Light Industrial
-  C1A-Sexually Oriented Uses
-  M2-Heavy Industrial
-  O-Conservation/Open Space
-  P-Public Facilities
-  PUD-Planned Unit Development
-  R1-Residential
-  R3-Residential
-  R3a-Multiple Family Dwellings
-  S1-Rural/Suburban

# Proposed Zoning Map



## Hermantown Zoning Districts

-  HM-Hermantown Marketplace
-  BLM-Business/Light Manufacturing
-  C-General Commercial
-  C1-Office/Light Industrial
-  C1A-Sexually Oriented Uses
-  M2-Heavy Industrial
-  O-Conservation/Open Space
-  P-Public Facilities
-  PUD-Planned Unit Development
-  R1-Residential
-  R3-Residential
-  R3a-Multiple Family Dwellings
-  S1-Rural/Suburban





**CITY COUNCIL MEETING DATE:** October 16, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Statewide Volunteer Firefighter Plan

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**RESOLUTION:** 2023-146     **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

Approve a resolution to join the statewide volunteer firefighter pension effective Jan. 1, 2024

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**BACKGROUND**

As part of the creation of the Public Safety Department and adding paid on-call firefighters to the City’s payroll, it is recommended that the City join the statewide firefighter’s pension coverage. This would allow the City to provide pension benefits to the paid on-call firefighters. This pension coverage would be very similar the pension coverage that members of the current Hermantown Volunteer Fire Department receive currently.

Pension coverage is an important benefit to provide the on-call firefighters and helps in the retention and recruitment efforts.

The City currently received State Fire Aid, this money will help fund the pension benefit. We expect that to continue.

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**SOURCE OF FUNDS (if applicable)**

State Fire Aid

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**ATTACHMENTS**

Resolution



**Resolution No. 2023-146**

**Resolution Joining Statewide Volunteer Firefighter Pension Coverage For The  
Hermantown Fire Department Effective As Of January 1, 2024**

WHEREAS, the City of Hermantown (“City”) is authorized to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS, the City has consented to and obtained a cost analysis for joining the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS, the City highly values the contributions of City Fire Department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner; and

WHEREAS, the City Council of the City of Hermantown has considered this matter and believes that it is in the best interests of the City of Hermantown to join the Statewide Volunteer Firefighter Plan.

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

1. The City hereby requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided by PERA effective January 1, 2024.

2. The City hereby approves coverage by PERA and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in a PERA cost analysis at the \$6,500.00 pension level per year of service with the vesting schedule beginning at forty percent (40%) after five (5) years of service, increasing by four percent (4%) each year until one hundred percent (100%) vesting is reached after twenty (20) years of service.

3. The final calculations of the required contributions to be made by City depend on several factors, including the benefit level approved, the actual composition of the volunteer firefighter roster as of January 1, 2024, and whether and in what amount 2024 Fire State Aid is distributed to the City.

4. The Mayor and City Clerk of the City of Hermantown are hereby authorized to execute all documents necessary to effectuate the intent of this Resolution.

5. The City Administrator of the City of Hermantown is hereby authorized and directed to work with the State Board of Investment to set up the Statewide Volunteer Firefighter (SVF) account.

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 October 16, 2023.



**CITY COUNCIL MEETING DATE:** October 16, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Hermantown Volunteer Firefighter Transition Agreement

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**RESOLUTION:** 2023-147     **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

Approve a transition agreement with the Hermantown Volunteer Fire Department.

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**BACKGROUND**

As we have made plans to create the Department of Public Safety, we have reached an agreement with the Hermantown Volunteer Fire Department regarding a number of issues as part of a Transition Agreement. This agreement outlines how and when the City will take over providing fire and emergency medical service and how and when assets will be transferred, and liabilities will be handled.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

Resolution  
Transition Agreement

**Resolution No. 2023-147**

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The Fire Services Transition Agreement Between The Hermantown Volunteer Fire Department And The City Of Hermantown**

WHEREAS, the Hermantown Volunteer Fire Department (“HVFD”) has provided residents of the City of Hermantown (“City”) fire services since 1951; and

WHEREAS, HVFD and City desire to transition the fire services provided by HVFD to a paid-on-call fire service created and operated under the City’s Department of Safety in an effort to create a more sustainable firefighting model to better serve the residents of City; and

WHEREAS, the terms of such transition are outlined in the proposed Fire Services Transition Agreement (“Agreement”) attached hereto as Exhibit A; and

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

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

1. The Agreement in substantially the form attached hereto as Exhibit A between HVFD and City is hereby approved.

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

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

The motion for the adoption 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 October 16, 2023.

**EXHIBIT A**  
**FIRE SERVICES TRANSITION AGREEMENT**

THIS FIRE SERVICES TRANSITION AGREEMENT (“Agreement”) is made effective as of the \_\_\_\_\_ day of October 2023 by and between the **City of Hermantown**, a Minnesota statutory city, (“City”) and **The Hermantown Volunteer Fire Department**, a Minnesota non-profit corporation, (“HVFD”) in response to the following situation:

A. HVFD has been protecting the residents of the Town of Herman and the City of Hermantown since 1951.

B. The original Hermantown fire hall was a one stall garage on the Hermantown school property, and the HVFD had eleven (11) members.

C. HVFD has continued to grow and innovate ever since its modest beginnings. HVFD now has three fire halls and an array of state-of-the-art firefighting apparatuses.

D. In 2022, HVFD conducted 3,800 hours of training for its members to stay up to date on all aspects of firefighting and emergency medical response.

E. HVFD has effectively and admirably protected the residents and structures of Hermantown for more than seven decades.

F. Hundreds of individuals have volunteered countless hours providing fire protection to the Hermantown community through HVFD.

G. The City of Hermantown has grown from 6,759 residents in 1980 to over 10,000 residents in 2022. The demand for firefighting services has grown with the increased population.

H. In 2022, there were 1,241 calls for service. Over 1,200 of those calls were for emergency medical services. This is a 12.5% increase over the calls for service in 2021 and in line with the call trend since 2004.

I. In 2022, HVFD started with twenty-five (25) members but was down to twenty-three (23) members by the end of the year. Five of the active members have twenty (20) years of service and are eligible for full retirement.

J. The calls for service have exceeded HVFD’s ability to recruit new members.

K. The parties recognize that the current firefighting model is not sustainable, and a change is needed.

L. HVFD is in the process of dissolving pursuant to Minnesota Statutes § 317A.701, et seq. and plans on transferring most of its assets to City as part of the dissolution process.

M. City is in the process of organizing a paid-on-call fire service as part of the soon to be created City of Hermantown Department of Public Safety.

N. The parties desire a smooth transition from the HVFD volunteer fire fighter model to the paid-on-call model.

O. The health, safety and welfare of the residents and protection of properties in the City of Hermantown is the priority for both City and HVFD.

NOW, THEREFORE, City and HVFD do mutually agree as follows:

**ARTICLE I**  
**Transition of HVFD**

1.1. **Transfer for Fire Services.** HVFD and City have an Agreement For Fire-Related Services (“Fire Services”), a copy of which is attached as Exhibit A and incorporated herein. HVFD has provided City notice of termination of the Fire Services, which will occur effective as of the Transition Date.

1.2. **Transfer of Fire Protection Responsibility.** On December 31, 2023, at 11:59 p.m., responsibility for the fire protection of the Hermantown community will formally shift from HVFD to City (“Transition Date”).

**ARTICLE II**  
**Inventory, Vehicles and Financial Accounts of HVFD**

2.1. **Inventory.** HVFD will create an inventory (“Inventory”) of all office equipment, firefighting equipment, safety equipment, training equipment, furniture, and other assets and personal property owned by HVFD (except Vehicles (defined below)) and provide the inventory to the City by October 25, 2023. HVFD will gather the Inventory and the parties will work together to execute all documents necessary to transfer ownership of the Inventory to City on or before the Transition Date. Any inventory acquired after the transfer will also be transferred to City.

2.2. **Vehicles.** Attached hereto as Exhibit B is an inventory of all trucks, vehicles, and other titled equipment (“Vehicles”) that are currently owned by HVFD as part of the Fire Services. The parties will execute all documents necessary to re-title the Vehicles into the name of City as of the Transition Date. Any vehicles acquired after the transfer will also be transferred to City. City will make sure the Vehicles are insured after the transfer of title.

2.3. **Accounts.** By November 1, 2023, HVFD will provide City with a list of all financial accounts (name of institution, type of account, account number, and most recent statement) and the account balances of all HVFD financial accounts (“Financial Accounts”). Subject to the excluded assets set forth in Section 2.4, the parties will work together to transfer the funds in the Financial Accounts to City on or before January 31, 2024, except that HVFD may hold back up to \$75,000 until March 1, 2024, from the funds transfer to pay costs and invoices received after the Transition Date. Any funds or accounts acquired or held after the transfer, except

as provided in Section 2.4, will be transferred to City. The parties will also cooperate in making sure HVFD has the cash and capital to continue to effectively provide Fire Services up to the Transition Date.

2.4. **Excluded Assets.** The assets being transferred by HVFD to City pursuant to this Agreement shall not include \$100,000 of HVFD's funds, which HVFD will transfer, in HVFD's sole and absolute discretion, to another organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

2.5. **"AS IS".** City acknowledges and agrees that, except as expressly specified in this Agreement, HVFD has not made, and HVFD hereby specifically disclaims any representation and warranty of any kind, oral or written, express or implied, or arising by operation of law, with respect to the Inventory, Vehicles, Financial Accounts, HVFD Records, Contracts, or anything else HVFD is transferring to City pursuant to this Agreement (collectively, "Transferred Assets"), including but not limited to any warranty or representation as to merchantability, fitness for a particular use, tax consequences, projections or value of any assets, governmental approvals, compliance with governmental laws or any other matter regarding the Transferred Assets. Except as expressly provided in this Agreement, City agrees to accept the Transferred Assets and acknowledges that the transfer of the Transferred Assets as provided for herein is made by HVFD on a "AS-IS", "WHERE IS", and with "ALL FAULTS" basis. The provisions of this Section shall survive any Closing hereunder.

### **ARTICLE III** **Obligations of HVFD**

3.1. **Records.** By November 1, 2023, HVFD will transfer copies of all files, policies, intellectual property, certifications, grants, tax depreciation detail schedules for assets, 2022 and 2023 Form 990s, and financial records, both paper and electronic, related to the Transferred Assets and Fire Services ("HVFD Records") to City. The HVFD Records will include all account information and passwords for electronic records and services. HVFD will transfer the HVFD Records to City on or before the Transition Date. Any records obtained or created after the transfer that relate to the Transferred Assets and Fire Services will also be transferred to City on the Transition Date. City agrees to transfer all files and records reasonably requested by HVFD related to this Agreement.

3.2. **Agreements.** Attached as Exhibit C is a list of all service contract agreements and fire service agreements ("Contracts") related to the Fire Services. HVFD will provide City with a copy of all the Contracts by November 1, 2023, and the parties will work together to transfer select Contracts to City and to terminate the remaining Contracts.

3.3. **Transition Expenses.** HVFD will transfer One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) from its long-range fund to City on October 25, 2023, to cover transition expenses.

3.4. **Liabilities.** By November 1, 2023, HVFD will provide City with a list of all of its current and known future liabilities as of October 1, 2023 (“**Liabilities List**”). HVFD will update the Liabilities List up to the Transition Date.

3.5. **Insurance.** HVFD will maintain insurance until the Transition Date and will have commercially reasonable tail insurance (including D&O tail insurance) for any claims thereafter in such amounts and with such coverages as HVFD deems necessary in its reasonable discretion.

3.6. **Budget.** HVFD will cooperate with City to prepare a budget and manage the costs of this Agreement. Each party will be responsible for its own costs related to this Agreement and the transactions contemplated hereunder.

#### **ARTICLE IV** **Obligations of City**

4.1. **Insurance.** City will be responsible for all insurance on the Transferred Assets after the Transition Date.

4.2. **Budget.** City will cooperate with HVFD to prepare a budget and manage the costs of this Agreement. Each party will be responsible for its own costs related to this Agreement and the transactions contemplated hereunder.

#### **ARTICLE V** **Employment Matters**

5.1. **Retirement Plans and Accounts.** HVFD will work with PERA to close out the Volunteer Firefighter Department Plan. City will create a new PERA retirement plan for the on-call firefighters. The parties will cooperate in regard to the closing and creation of the PERA retirement plans.

#### **ARTICLE VI** **Closing**

6.1 **Closing.** The physical closing of the transaction contemplated by this Agreement shall be held at such place as HVFD and City agree on January 4, 2024, or at such other date as the parties may mutually agree upon in writing. Such date is referred to herein as the “Closing” or “Closing Date.”

6.2 **HVFD Closing Deliverables.** HVFD agrees to deliver the following to City at or before the Closing:

6.2.1 A duly executed Quit Claim Bill of Sale, transferring HVFD’s right, title, and interest in the following to City, on an “AS-IS”, “WHERE IS”, and with “ALL FAULTS” basis without any representations or warranties:

6.2.1.1 The Inventory and all subsequently acquired personal property.



6.2.1.2 The Vehicles identified on Exhibit B and all subsequently acquired vehicles.

6.2.1.3 All HVFD Records and all subsequently acquired or created records related to the Transferred Assets and Fire Services.

6.2.2 Such documents as may be necessary to transfer the Financial Accounts (except as provided in Section 2.4) to City.

6.2.3 A current Liabilities List.

6.2.4 Certificates of Title of the Vehicles.

6.2.5 Certified resolutions of HVFD which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) names the officers of HVFD authorized to sign this Agreement and the documents to be delivered hereunder.

6.2.6 Such other documents as City may reasonably request for the purpose of assigning, transferring, granting, conveying and confirming to City or reducing to its possession any and all assets (unless excluded in this Agreement) related to the Fire Services.

**6.3 Documents Delivered by City.** City agrees to deliver the following documents, duly executed as appropriate, to HVFD at the Closing:

6.3.1 Such documents as may be necessary to transfer the Financial Accounts (except as provided in Section 2.4) to City.

6.3.2 Certified resolutions of City which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) names the officers of City authorized to sign this Agreement and the documents to be delivered hereunder.

6.3.3 Such other documents as HVFD reasonably may request to carry out the transactions contemplated under this Agreement.

**6.4 Further Documents and Assurances.** At any time and from time to time after the Transition Date, each party shall, upon request of the other party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each party to enjoy its rights and benefits hereunder. HVFD's obligations under this Section extend until the later of March 1, 2024, or HVFD's dissolution is complete pursuant to Minnesota Statutes § 317A.701, et seq.

**ARTICLE VII**  
**HVFD Dissolution**

The parties acknowledge that HVFD has commenced dissolution proceedings pursuant to Minnesota Statutes § 317A.701, et seq. As such, HVFD's obligations under this Agreement are subject to Minnesota Statutes, Chapter 317A. In the event of a conflict between Minnesota Statutes, Chapter 317A, and this Agreement, Minnesota Statutes, Chapter 317A shall control. Without limiting the generality of the foregoing, and notwithstanding anything else in this Agreement to the contrary:

7.1 HVFD will not transfer any assets to City hereunder until Minnesota Statutes § 317A.811, has been complied with.

7.2 As part of the dissolution process, HVFD will give notice to creditors under Minnesota Statutes § 317A.727. In relation thereto, the transactions contemplated hereunder will not occur until the later of: (1) the end of the 90-day period in Minnesota Statutes § 317A.727, subdivision 2(5); and, if applicable (ii) the longer of the periods described in Minnesota Statutes § 317A.729(2), has expired. During this time, HVFD can address any filed claims as it deems necessary in its sole discretion.

**ARTICLE VIII**  
**Release; Liability Limitations**

**8.1 Definitions.**

8.1.1 "*HVFD Released Parties*" means HVFD and its members, directors, officers, employees, agents, and representatives.

8.1.2 "*City Released Parties*" means City and its members, directors, officers, employees, agents, and representatives.

8.1.3 "*Claims*" means any and all claims, including but not limited to demands, lawsuits, and administrative complaints or charges, seeking relief of any kind, including but not limited to damages of any kind, equitable relief of any kind, attorney's fees, costs, disbursements, and expenses.

8.1.4 "*Harm*" means any and all losses, including but not limited to property damage, property loss, property theft, income loss, medical and other expenses, personal injury, personal illness, and death.

8.1.5 "*Released Matters*" means any matter related to the performance of fire (or other) services by HVFD or City, the operation of HVFD or City, the dissolution of HVFD, the Transferred Assets, and/or the transactions contemplated by this Agreement.

8.2 City hereby exculpates and releases the HVFD Released Parties from Claims by City (and anyone acting by or through City) against the HVFD Released Parties for Harm sustained by City (and anyone acting by or through City) related to or arising out of the Released Matters, including

if caused by the HVFD Released Parties' own ordinary negligence. This exculpatory release does not cover Claims by City against the HVFD Released Parties for Harm sustained by City related to or arising out of the Released Matters and caused by the HVFD Released Parties' own greater-than-ordinary negligence (for example, gross negligence) or by the HVFD Released Parties' own intentional, willful, or wanton acts.

8.2 HVFD hereby exculpates and releases the City Released Parties from Claims by HVFD (and anyone acting by or through HVFD) against the City Released Parties for Harm sustained by HVFD (and anyone acting by or through HVFD) related to or arising out of the Released Matters, including if caused by the City Released Parties' own ordinary negligence. This exculpatory release does not cover Claims by HVFD against the City Released Parties for Harm sustained by HVFD related to or arising out of the Released Matters and caused by the City Released Parties' own greater-than-ordinary negligence (for example, gross negligence) or by the City Released Parties' own intentional, willful, or wanton acts.

8.3 IN NO EVENT SHALL ANY OF THE HVFD RELEASED PARTIES OR CITY RELEASED PARTIES BE LIABLE TO ANYONE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY RELEASED MATTERS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

8.4 IN NO EVENT SHALL THE HVFD RELEASED PARTIES' OR CITY RELEASED PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY RELEASED MATTERS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED HVFD'S UNDISTRIBUTED ASSETS.

## **ARTICLE IX**

### **General**

9.1 **Independent Contractor Relationship.** The relationship between City and HVFD is that of an independent contractor and no person shall be deemed an employee, agent, partner, or joint venture of or with the other. Nothing in this Agreement shall be construed to create or constitute a partnership or joint venture between the Parties, or any other relationship between the Parties not expressly provided herein.

9.2 **Community Outreach.** The parties will coordinate and cooperate in informing the residents of Hermantown of the transition of the Hermantown fire service and the impact on local fire safety. Any such publicity will only occur after the mutual agreement of the parties.

9.3 **Notices.** All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed or sent to each party, at its address set forth

beside its name below or at such other address as may be designated by such party in written notice to each of the other parties.

With respect to HVFD:                   The Hermantown Volunteer Fire Department  
Attn: Chief Mike Marshall  
5105 Maple Grove Road  
Hermantown, Minnesota 55811  
Email: *mmarshall@hermantownmn.com*

With a copy to:                           Jacob K. Stonesifer  
Johnson, Killen & Seiler, P.A.  
230 West Superior Street, Suite 800  
Duluth, MN 55802  
Email: *jstonesifer@duluthlaw.com*

With respect to City:                   City of Hermantown  
Attn: John Mulder  
5105 Maple Grove Road  
Hermantown, Minnesota 55811  
Email: *jmulder@hermantownmn.com*

With a copy to:                           Gunnar B. Johnson  
Overom Law, PLLC  
802 Garfield Avenue, Ste 101  
Duluth, MN 55802  
Email: *gjohnson@overomlaw.com*

Any reference in this Agreement to “written notice” shall include notice by email, unless the context clearly requires otherwise, and any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and followed by personal or mail delivery of such correspondence and any attachments as may be requested by the recipient, and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

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

**9.5 Data Practices Act.** HVFD acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. HVFD must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by HVFD in accordance with this Agreement.

**9.6 Scanned Signatures and Counterparts.** This Agreement may be executed in counterparts and by different parties on different counterparts with the same effect as if the

signatures thereto were on the same instrument. Scanned signatures shall be deemed as valid as an original. This Agreement shall be effective and binding upon all parties hereto as of the date when all parties have executed a counterpart of this Agreement.

9.7 **Exhibits.** Each exhibit delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Agreement. The exhibits shall be completed within fifteen (15) days of the date of this Agreement in a manner acceptable to both City and HVFD.

9.8 **Successors and Assigns.** Neither HVFD nor City shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9.9 **Entire Agreement.** This Agreement, together with the exhibits and the related written agreements specifically referred to herein, represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

9.10 **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

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

9.12 **Benefit.** Except as specifically stated in Article VIII, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.13 **Survive Closing.** The terms and provisions of this Agreement shall not merge into any documentation to be provided by the HVFD to City hereunder but shall survive the Transition Date and delivery of such documents. However, such survival will cease as to HVFD upon its dissolution in accordance with Minnesota Statutes § 317A.701, et seq.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, City and HVFD have executed this Transition Agreement as of the date first above written.

**CITY:**

**City of Hermantown**

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

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

**HVFD:**

**The Hermantown Volunteer  
Fire Department**

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

**EXHIBIT A**  
**Fire Services**

**EXHIBIT B**  
**Vehicles**



**EXHIBIT C**  
**Fire Service Contracts**



**CITY COUNCIL MEETING DATE:** October 16<sup>th</sup>, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Award Attic Insulation Project to NorthStar Insulating

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**RESOLUTION:** 2023-148       **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

Approve contract with Northstar Insulating Systems to insulate the attic of the Government Services building.

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**BACKGROUND**

Ove the past 6-12 months, the City has been reviewing the problem of ice dams that occur on the Government Services Building. At the last meeting the Council approved in the insulation of heat tape. This proposal would add improved insulation to the attic, to prevent heat loss in the first place, which should reduce the amount of ice damming that might occur.

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**SOURCE OF FUNDS (if applicable)**

409-419900-319 Municipal Building Reserve

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**ATTACHMENTS**

Resolution  
Contract  
Proposal

**Resolution No. 2023-148**

**Resolution Receiving Bids And Approving Award Of Contract To Northstar Insulating Systems, Inc. For The Labor And Materials Necessary To Insulate The Attic Of The Administration In An Amount Not To Exceed \$150,000.00**

WHEREAS, the City of Hermantown (“City”) desires to have the roof and attic repaired in the building located at 5105 Maple Grove Road, commonly known as the Governmental Services Building, in Hermantown, Minnesota (“Project”); and

WHEREAS, Northstar Insulating Systems, Inc. (“Proposer”) submitted a proposal (“Proposal”) attached hereto as Exhibit A to perform the furnish the materials and install insulation in connection with the Project to City; and

WHEREAS, Braun Intertec Corporation (“Engineer”) and City reviewed the Proposal to confirm accuracy; and

WHEREAS, Engineer and City found the Proposal to be technically responsive to the specifications; and

WHEREAS, Engineer also investigated the experience, past record of performance and capacity of Proposer to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, Engineer and City staff have recommended that Proposer be awarded the contract for Project; and

WHEREAS, City desires to enter into a Construction Contract (“Contract”) as shown on Exhibit B attached hereto in which Proposer provides the services described in the Proposal to City pursuant to these terms of the Contract and the Proposal; and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the Contract for such improvement to Proposer and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown; and

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

1. The Proposal attached hereto as Exhibit A is hereby approved.
2. The form of Contract for the Project is attached hereto as Exhibit B, and the Mayor and City Clerk are hereby authorized to execute and deliver the Contract to Proposer for execution by it as soon as possible.

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 October 16, 2023.

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (“Construction Contract”) is dated the \_\_\_\_\_ day of October, 2023, by and between City of **Hermantown**, a Minnesota statutory city, (“City”), and **Northstar Insulating Systems, Inc.**, a Minnesota corporation (“Contractor”).

WITNESSETH:

WHEREAS, City desires to have the roof and attic repaired in the building located at 5105 Maple Grove Road, commonly known as the Governmental Services Building, in Hermantown, Minnesota (“Project”) and such Project is more particularly described in Plans, Specifications and Drawings (“Plans”) prepared by Braun Intertec Corporation (“Engineer”); and

WHEREAS, Contractor desires to furnish and install blown installation within the attic space above City Hall and above the emergency responder spaces, seal attic walls with spray foam installation and install vapor retarder in conjunction with the batt installation pursuant to Section 2.07 Division 07 – Thermal and Moisture Protection of the Plans in connection with such Project and perform the related work in accordance with its proposal (“Proposal”) made on October 5, 2023.

NOW, THEREFORE, City and Contractor, for the consideration hereinafter set forth, agree as follows:

### ARTICLE I SCOPE OF CONTRACT

1.1 The Contract. The Contract between the parties consists of this Construction Contract, and the items more specifically described on Exhibit A attached hereto all of which documents have been executed or approved in writing by both parties and are hereafter collectively called the “Contract Documents.” The provisions of this Construction Contract take precedence over any inconsistent provision in any of the other Contract Documents. This Contract constitutes the entire agreement between the parties and any previously existing contract concerning the work contemplated by the Contract Documents or otherwise is hereby revoked.

1.2 Work to be Performed. Contractor shall construct the Project in accordance with the Contract Documents (“Work”).

1.3 Identity of Engineer. The Plans have been prepared by Engineer. The Inspecting Engineer for the administration of the Construction Documents is the Engineer.

1.4 Master Drawings and Specifications. A master set of the Plans initialed by the parties hereto and by the Engineer have been placed on file with City Clerk of City, and such master set, as amended from time to time pursuant to Section 1.5 hereof, shall govern in all matters which arise with respect to the Plans.

1.5 Changes in Contract Documents. All changes in the Plans or any terms of the Contract Documents, or orders for extra work or changes by altering or adding to the Work must be approved by City and placed on file with City. Any changes in the Plans or orders for extra work, or changes by altering or adding to or eliminating any of such Work which will result in any net construction cost increase or decrease, or will change the Project design concept, may be affected only with the prior approval of City. For purposes of this Section 1.5, the net construction cost for any such changes shall include costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workers' compensation insurance, social security taxes, general liability insurance and other necessary approvals, job overhead and all other expenses directly connected with the construction of such changes, but excluding kickbacks, rebates, discounts, penalties or fines received or receivable, or paid or payable, in connection with such changes, and excluding any return on or cost of Contractor's working capital. No changes, additions or alterations may be made to this Construction Contract without the prior written approval of City. No compensation will be paid to Contractor for any change in the Contract Documents unless such change is approved prior to such change being made by City.

## **ARTICLE II TIME**

2.1 Commencement of the Work and Substantial Completion. The Work performed by Contractor will commence on October 23, 2023 and such Work shall be completed in accordance with the Contract Documents to the satisfaction of the Engineer and City within the periods set forth in the Contract Documents ("Required Completion Date"). The date by which the Work shall be completed may be extended by Change Order only with the prior approval of City. The Required Completion Date, as used herein, shall be the date that the Engineer and City determine in writing that the Work has been completed to City's satisfaction and as required by the Plans.

2.2 Guarantee, Special Guarantees, Assignment of Warranties and Latent Defect Guarantee. Contractor hereby agrees to correct any defects due to faulty materials or workmanship which exist within one (1) year from the Date of Completion at no expense to City. Notwithstanding anything contained herein to the contrary, Contractor makes the following additional special guarantees, and agrees to correct any defects in materials or workmanship in connection with the Project and Contractor shall assign to City all warranties received by Contractor on items incorporated in the Project, provided, however, that such assignment shall not release Contractor from the warranties and guarantees contained in this Section 2.2.

2.3 Responsibility for Heat, Utilities and Insurance. Contractor agrees to supply all heat, gas, electrical water and sewer services to the Project necessary to complete the Work in accordance with the Contract Documents, and to keep in effect from the inception of construction or such other time as City may require, the insurance required by Article VI of this Construction Contract.

2.4 Time of Completion of Work. The Work shall have been deemed to have been completed as of the date of the final inspection or reinspection, if, upon such inspection or

reinspection, City and Engineer find in writing that the Work is completed to City's and Engineer's satisfaction, and as required by the Plans and that no further portion of the Work remains to be done at the site. It is specifically agreed that completion shall be deemed to have occurred, if, in City's and Engineer's opinions, all portions of the Work have been completed on the site to City's and Engineer's satisfaction and as required by the Plans.

### **ARTICLE III CONTRACT SUM AND PAYMENTS**

3.1 Total Contract Sum. Subject to the provisions of Contract Documents, City shall pay to Contractor, for the performance of the Work hereunder, a total contract sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) ("Total Contract Sum"). Such total contract sum shall be increased or decreased by City only as provided in Section 1.5 hereof and otherwise as provided in the Contract Documents.

3.2 Application for Payment for Work. Not to exceed once each month after the commencement of the Work, Contractor shall make, on days to be reasonably designated by City, a monthly request to City for payment for Work done during the preceding month. This request will be prepared initially by the Engineer and approved by Contractor before being submitted to City. Upon written approval of City and the Engineer and compliance with the Contract Documents, Contractor shall be entitled to payment thereon in an amount equal to (a) the total value of classes of the Work acceptably completed, plus (b) the value of materials and equipment not incorporated in the Work, but delivered and suitably stored in a manner acceptable to City, less five percent ( 5%) thereof and less prior payments. Notwithstanding the above, no advances for materials stored on or off the site will be made unless Contractor shall have notified City of its intention to so store materials and shall have secured City's permission to do so prior to the delivery of such materials. Contractor agrees that no materials or equipment required by the Plans will be purchased under a conditional sales contract or with the use of any security agreement or other vendor's title or lien retention instrument. Contractor acknowledges and agrees that no payment will be made unless approved by City at a regular meeting thereof and that a request for payment must be made at least two weeks in advance of a regular meeting in order for it to be considered at such meeting. If payment is approved at such meeting, City will pay the amount approved to Contractor within 15 business days of such approval.

3.3 Retainage. For the purposes of this section, "substantial completion" shall mean the date when construction is sufficiently completed so that City can occupy or use the improvement for the intended purpose, consistent with Minn. Stat. §541.051, subd. 1(a).

3.3.1 Retainage Release Date. Retainage must be released no later than 60 days after substantial completion of the Work, subject to the terms of this Section 3.3. If City reduces the amount of retainage, Contractor must reduce retained for any subcontractors at the same rate.

3.3.2 Contractor must pay all remaining retainage to its subcontractors no later than ten (10) days after receiving payment of retainage from City, unless there is a dispute

about the work under a subcontract. If there is a dispute about the work under a subcontract, Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

3.3.3 Upon written request of a subcontractor, City shall notify the subcontractor of a progress payment, retainage payment or final payment made to Contractor.

3.4 Allowable Withholdings. Payments may be withheld or reduced by City, if in City's determination, the work is not proceeding in accordance with the Contract Documents.

3.4.1 After substantial completion, allowable withholdings are (1) 250% of the cost to correct or complete work known at the time of substantial completion, and (2) the greater of Five Hundred and No/100 Dollars (\$500.00) or one percent (1%) of the Total Contract Sum for "final paperwork." "Final paperwork" is defined as documents required to fulfill contractual obligations including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, and the withholding exemption certificate required by Minn. Stat. § 270C.66 and any other certificates required by applicable law. If any payment is withheld for these reasons, a written statement must be promptly provided to Contractor, including the amount and basis of withholding. Withheld funds must be paid within sixty (60) days after completion of the work or submission of final paperwork.

3.5 Retainage for Warranty Work Prohibited. Withholding retainage for warranty work is prohibited. This provision does not waive any rights to warranty claims.

3.6 Final Payment. The balance due Contractor hereunder, including the five percent (5%) retainage provided by Section 3.2 hereof, shall be payable after City, by resolution of its City Council, determines Contractor shall have obtained or caused to occur the following:

3.6.1 Completion of the Work, as defined in Section 2.1 and 2.4; and

3.6.2 Inspection and approval of the Work hereunder, by the Engineer; and

3.6.3 Final resolution of all claims for damages made with respect to work performed by Contractor under this Construction Contract, and

3.6.4 Approval by City of Contractor's final application for payment.

#### **ARTICLE IV RECEIPTS AND RELEASES OF LIENS**

4.1 Contractor's Affidavit and Acknowledgement of Payment. With each application for payment for work, Contractor shall furnish the names of each subcontractor utilized in connection with such Work and of each person furnishing labor or materials therefor, and the



amounts due or to become due to such subcontractors, laborers and persons for Work done and materials furnished to the date of the current application for payment, and certifying that all subcontractors, laborers and materialmen have been fully paid to the date covered by the last payment for Work done. Contractor shall attach to each request for payment acknowledgements of payment to the date of the current application for payment from all subcontractors and materialmen performing any portion of the Work covered such request for payment and waivers of lien to the date of the Current request for payment for Work performed by such subcontractors and Contractor and for which payment is requested. Concurrently with the final application for payment, Contractor shall submit an affidavit listing all subcontractors and materialmen and certifying that there are no outstanding liens, claims or demands with respect to the Project by subcontractors, materialmen, laborers, other employees or any other third persons. Contractor also shall furnish waivers or releases of liens from Contractor and all subcontractors and materialmen for all work performed and materials furnished hereunder.

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

## **ARTICLE V REQUIREMENTS OF CONTRACTOR**

5.1 Building Permits, Tools, Notices, Compliance with Laws, Etc. Contractor shall furnish, at its own expense, all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the Project. Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations of the National Board of Fire Underwriters, wherever applicable. Contractor shall notify immediately City of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to City upon its request.

5.2 Errors in Plans. If Contractor observes that the Plans are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall notify promptly the Engineer and City in writing, and any necessary changes shall be made as provided in the Contract Documents for changes in the Plans. If Contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective covenants, without giving notice to the Engineer and City, Contractor shall bear all cost arising therefrom, including the cost of correcting any such work.

5.3 Maintenance of Landscaping. In addition to the warranty for grass and landscaping provided in Section 2.2 herein, Contractor shall assume full responsibility for the maintenance of all grass and landscaping required by the Plans until the Date of Completion.

5.4 Representations of Contractor. Contractor represents and warrants to City that (a) Contractor is financially solvent, able to pay its debts as they mature and is possessed of sufficient working capital to complete this Construction Contract, that it is able to furnish the tools, materials, supplies, equipment and labor and is experienced in and competent to perform the Work, and that it is qualified to do the Work and is authorized to do business in the State of Minnesota, and (b) Contractor holds all licenses, permits or other special licenses necessary to perform the services included in this Construction Contract, as required by any applicable law. The warranties in this Contract shall not limit or exclude any other warranties, express or implied, which arise by operation of law or under any Contract Documents.

5.5 Completion Schedule. Contractor agrees that it will turn over to City, for use by City, the Project on the Date of Completion. Contractor also agrees that it will diligently complete the Project and will not unreasonably delay the completion of the Project.

5.6 Examination of Documents. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including any “technical data”.

5.7 Site Inspection. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.8 Familiar with Regulation. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

5.9 Subsurface Conditions. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site of the Work or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.10 Nature of Work Understood. Contractor is aware of the general nature of work to be performed by City and others at the site of the Work that relates to the Work as indicated in the Contract Documents.

5.11 Conflicts in Documents. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.12 Minnesota Contractors and Subcontractors. If a non-Minnesota Contractor or subcontractor enters into a Contract for this Project, and the total amount of the Contract for this Project is greater than \$50,000.00, the non-Minnesota Contractor or subcontractor will be required to file Form SD-E Minnesota Department of Revenue/Exemption from Surety Deposits for Non-Minnesota Contractors and provide any required surety deposit prior to executing the Contract for this Project. Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a. Contractor shall pay any subcontractor within ten days of Contractor's receipt of payment from City for undisputed services provided by the subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall pay the actual interest or \$10, whichever is greater, for an unpaid balance of \$100 or more. Contractor shall pay the subcontractor the actual interest for an unpaid balance of less than \$100.

5.13 Withholding Affidavit for Contractors. The successful bidder entering into a Contract with City will be required to file Form IC-134 with the State of Minnesota and provide City with a copy of the completed form certified by the State of Minnesota before final payment can be issued by City. Copies of completed Form IC-134 will be required from Contractor and all subcontractors supplying labor and materials for the Project.

5.14 Responsible Contractor. Contractor shall comply with the provisions of Minnesota Statutes §16C.285, commonly known as the Responsible Contractor Law.

## **ARTICLE VI INSURANCE**

Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this Section and such insurance has been approved by City, nor shall Contractor allow any subcontractor to commence work on any subcontract until the insurance required of the subcontractor has been obtained and approved.

6.1. Compensation Insurance. Contractor and each subcontractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not

otherwise protected. Contractor shall maintain “stop gap” coverage if Contractor obtains Workers’ Compensation coverage from any state fund if employer’s liability coverage is not available.

6.2. Contractor’s Commercial general liability and Property Damage Insurance and Vehicle Liability Insurance. Contractor shall procure and shall maintain during the term of the Contract Contractor’s Property Damage Insurance and Vehicle Liability Insurance and Contractor’s Commercial general liability Insurance in the amounts specified in Sections 6.7 and 6.8 below.

6.3. Subcontractor’s Commercial general liability and Property Damage Insurance and Vehicle Liability Insurance. Contractor shall either (1) require each subcontractor to procure and to maintain during the life of any subcontract, subcontractor’s Commercial general liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Section 6.7 and 6.8 below, or (2) insure the activities of the subcontractors in Contractor’s policy, specified in Section 2.2 above.

6.4. Scope of Insurance and Special Hazards. The insurance required under Section 2.2 hereof shall provide adequate protection for Contractor and the subcontractors, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Section 6.7 below.

6.5. Indemnification. Contractor shall indemnify and save harmless City from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys’ fees, and shall assume without expense to City, the defense of any such claims or actions. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, City may require Contractor to:

6.5.1. Furnish and pay for a surety bond, satisfactory to City, guaranteeing performance of the indemnity obligation; or

6.5.2. Furnish a written acceptance of tender of defense and indemnity from Contractor’s insurance company.

Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6.6. Proof of Insurance. Contractor shall furnish City with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement: “The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days

written notice or ten (10) days for non-payment of premium, has been received by City.” City is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide City with appropriate endorsements to its policy(ies) of insurance reflecting the status of City as an additional insured and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to City by the insurance company providing such insurance policy(ies) to Contractor. In addition, all policies shall contain a waiver of subrogation in favor of City. All policies shall apply on a “per project” basis. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following City’s written acceptance of the Contract.

6.7. Limits of Insurance:

Worker’s Compensation:	As required by Minnesota law with an “all states” endorsement	
Employer’s Liability	Per Occurrence	\$2,000,000.00
Independent Contractor’s protective coverage liability:		
Bodily Injury:	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Products and completed operations coverage to be kept in place for the duration of any contract guarantee period:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Premises and Operations:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Property Damage and Bodily Injury:	Per Occurrence	\$2,000,000.00
Products – Completed Operations	Per Occurrence	\$2,000,000.00
Fire Legal Liability	Each Occurrence	\$100,000.00
Medical Expense:		\$5,000.00
Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Bodily Injury	Per Occurrence	\$2,000,000.00

Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Property Damage	Per Occurrence	\$2,000,000.00
Comprehensive Automobile Liability		
		\$2,000,000.00
Combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles).		
Property Damage	Per Occurrence	\$2,000,000.00
"All Risk" Builder's Risk Insurance		Completed Value Form

6.8. Commercial general liability Insurance. Commercial general liability Insurance written on an "occurrence" basis under Commercial general liability Form with "Broad Form" property damage liability coverage, with the XCU exclusion removed, in limits specified in Section 6.7 above. Contractor shall require such liability coverage from all subcontractors unless they are insured under Contractor's policies. Certificates evidencing such coverage obtained by any subcontractor shall be provided to City and Engineer.

6.9. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Section, or required by law.

6.10. Commercial General Liability: The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

6.11. Claim Form. Contractor shall obtain and provide to City, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with City.

6.12. Primary Policies. All policies shall be primary and non-contributory.

6.13. Deductible Responsibilities. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.

6.14. Insurance Company Rating. Contractor shall maintain in effective all insurance coverages required under this Section at Contractor's sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by City in writing.

## **ARTICLE VII ASSIGNMENTS, SUBCONTRACTS AND TERMINATION**

7.1 Contract Not Assignable. This Construction Contract shall not be assignable by Contractor without the prior written consent of City.

7.2 Subcontracts. Contractor shall not subcontract all or any portion of the Work or obtain materials or equipment without the prior written consent of City and Engineer. Contractor shall provide to City and the Engineer at the preconstruction conference a list of subcontractors, materialmen and equipment suppliers proposed to be used by Contractor in connection with the performance of the Work, along with a copy of any subcontracts between Contractor and any subcontractor, materialmen or equipment supplier. Contractor shall submit to City and Engineer the names of the subcontractors to whom Contractor proposes to subcontract any part of the Work, or who will provide materials or equipment to perform the Work, together with such information as to the qualifications and ability of such proposed subcontractors to perform the Work or supply such materials or equipment satisfactorily as City or Engineer may request. Contractor shall not subcontract any Work to a subcontractor or purchase any materials or obtain any equipment from any person with regard to which Contractor has received written notice of objection from City or Engineer provided that such notice of objection must be received by Contractor within ten (10) days of the receipt by City or Engineer of such subcontractor's, materialmen's or equipment supplier's name and qualifications. City or Engineer may object to any subcontractor, materialmen or equipment supplier with or without cause. Contractor shall provide City and Engineer with a copy of the signed, final subcontract between Contractor and approved subcontractor, materialman or equipment supplier before any work, material or equipment is supplied by such person to the Project. Contractor shall not make any substitutions for any subcontractor, materialman or equipment supplier, or person or organization who has been accepted by City and the Engineer, unless the substitution is accepted in writing by City and the Engineer. Contractor shall be as fully responsible to City for the acts and omissions of Contractor's subcontractors, materialmen and equipment suppliers as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall cause and require provisions to be included in all subcontracts for any part of the Work or material or equipment, binding the subcontractors, materialmen and equipment suppliers to comply with the terms of the Contract Documents insofar as applicable to the Work of such subcontractors, the material or such materialmen, or the equipment supplied by such equipment suppliers. Without limiting the generality of the foregoing, any approved subcontractor, materialmen or equipment supplier shall provide City and the Engineer the following items before performing any work on the Project:

7.2.1 A Certificate of Insurance that satisfies the requirements of this Construction Contract.

7.2.2 An insurance claim form that satisfies the requirements of this Construction Contract.

7.2.3 A certified list of the names and addresses of all laborers and materialmen who will provide labor or material to subcontractor in connection with the performance of work by the subcontractor in connection with this Project.

7.3 Subcontractors to be Obligated to City. Contractor shall cause and require to be included in all subcontracts a provision for the benefit of City binding the subcontractors, materialmen and equipment suppliers to remain bound by the subcontracts in the event Contractor is replaced by another Contractor.

7.4 Disclosure of Materialmen and Equipment Supplies. Contractor shall disclose to City, prior to the preconstruction conference and thereafter within five (5) days after request by City, the names of all persons with whom Contractor desires to contract, from time to time, with respect to materials and equipment to be furnished for the Work hereunder. The provisions of Section 7.2 are applicable to such materialmen and equipment suppliers.

7.5 Prompt Payment to Subcontractors. Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a. Contractor shall pay any subcontractor within ten days of Contractor's receipt of payment from City for undisputed services provided by the subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall pay the actual interest or Ten and No/100 Dollars (\$10.00), whichever is greater, for an unpaid balance of One Hundred and No/100 Dollars (\$100.00) or more. Contractor shall pay the subcontractor the actual interest for an unpaid balance of less than One Hundred and No/100 Dollars (\$100.00).

## **ARTICLE VIII TERMINATION OF THE CONTRACT**

In the event that:

8.1 Contractor or any subcontractor, materialman or equipment supplier is adjudged a bankrupt;

8.2 Contractor or any subcontractor, materialman or equipment supplier makes a general assignment for the benefit of his creditors;

8.3 A receiver is appointed for Contractor or any subcontractor, materialman or equipment supplier;

8.4 Contractor or any subcontractor, materialman or equipment supplier refuses or fails to supply properly skilled workmen or proper materials sufficient to perform the Work in accordance with the Contract Documents, including particularly the time and scheduling provisions thereof;



8.5 Contractor or any subcontractor, materialman or equipment supplier incorporates defective, faulty or inferior workmanship or materials into the Work;

8.6 Contractor or any subcontractor, materialman or equipment supplier fails to make prompt payment to subcontractors or for materials or labor;

8.7 Contractor or any subcontractor, materialman or equipment supplier disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

8.8 Contractor or any subcontractor, materialman, or equipment supplier otherwise violates any provisions of the Contract Documents;

then City may terminate the employment of Contractor with respect to all or any part of the Project and take possession of the portion of the Project site for which the Contract was terminated and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and City may complete the Work by whatever method it may deem expedient. Any such termination of the employment of Contractor by City as aforesaid shall be without prejudice to any other right or remedy of City and shall be effective only after City shall have given Contractor three (3) days' written notice of City's intention to terminate the employment of Contractor in whole or in part.

In the event of the termination of the employment of Contractor pursuant to this Section, Contractor shall not be entitled to receive any further payment until the Work is completed. If the cost of completing the Work, including compensation for any additional services of the Engineer, exceed the unpaid balance of the Total Contract Sum, Contractor and Contractor's surety shall pay the amount of such excess cost to City.

## **ARTICLE IX DISPUTE RESOLUTION**

City Administrator, the Engineer and Contractor representation shall attempt to resolve any disagreements under this Construction Contract. If such efforts do not resolve such disagreement within thirty (30) calendar days, then City and Contractor shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System. If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then City and Contractor 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.

**ARTICLE X  
MISCELLANEOUS**

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

If to City	City of Hermantown Attn: John Mulder 5105 Maple Grove Road Hermantown, MN 55811 Email: <i>jmulder@hermantownmn.com</i>
With a copy to:	Gunnar B. Johnson Overom Law, PLLC 802 Garfield Avenue, Suite 101 Duluth, MN 55802 Email: <i>gjohnson@overomlaw.com</i>
And a copy to:	Braun Intertec Corporation Attn: Matt Anderson 11001 Hampshire Avenue S Minneapolis, MN 55438 Email: <i>MaAnderson@braunintertec.com</i>
If to Contractor:	Northstar Insulating Systems, Inc. Attn: Dave M. Mesojedec 3721 LaVaque Rd Hermantown, MN 55810 Email: <i>dave@northstar-insulating.com</i>

This provision does not affect or abrogate any notice that may be required to be given to the Engineer under the Contract Documents.

Any reference in this Construction Contract to “written notice” shall include notice by email, unless the context clearly requires otherwise, and any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and followed by personal or mail delivery of such correspondence and any attachments as may be requested by the recipient, and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

10.2 Captions. Captions to sections hereunder are included for reference convenience only and are not to be construed as affecting the meaning of any section or to have any legal effect whatsoever. Such captions are to be disregarded when interpreting this Construction Contract.

10.3 Interpretation. This Construction Contract shall be interpreted under and according to the laws of the State of Minnesota.

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

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have set their hands as of the day and year first above written.

**CITY:**

**City of Hermantown**

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

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

**CONTRACTOR:**

**Northstar Insulating Systems, Inc.**

By: \_\_\_\_\_  
Dave M. Mesojedec  
Its Chief Executive Officer

**EXHIBIT A**  
**PROPOSAL OF CONTRACTOR**



**NORTHSTAR**  
**INSULATING**

3721 Lavaque Road  
Hermantown, MN 55810

Phone 218-525-4637 fax 218-206-2925 [www.northstar-insulating.com](http://www.northstar-insulating.com)  
[dave@northstar-insulating.com](mailto:dave@northstar-insulating.com)

Proposal Submitted To:

Work To Be Performed At:

Name: City of Hermantown  
Address: 5150 Maple Grove oad  
Hermantown, MN 55811  
Phone #: 218-729-3610  
Fax#  
Cell# 218-721-8115  
email [aschminski@hermantownmn.com](mailto:aschminski@hermantownmn.com)

10/5/2023  
5150 Maple Grove oad  
Hermantown, MN 55811

We propose to furnish materials, labor, and clean up for the project of your Hermantown City Hall Attic Repairs

**Insulate the attic areas depicted by Braun Intertec by Project # B2306520 Dated September 8, 2023 where there is not an existing vapor barrier and whether permits with 3 inches of Closed Cell Foam With an R-value of 21**

**Insulate the attic areas depicted by Braun Intertec by Project # B2306520 Dated September 8, 2023 wherever there is an existing vapor barrier with 5.5 inches of Icynene™ LD-C-70 With an R-value of 22**

**Insulate the attic areas depicted by Braun Intertec by Project # B2306520 Dated September 8, 2023 with 5.5 inches of Fiberglass With an R-value of 21**

**This project is to not exceed \$150,000.00 with \$71,875.00 being the labor costs and \$78,125.00 in materials costs. All work completed as per Braun Interetec unless other adjacent issues are seen during the process and can be remedied easily while working in the same areas. The undersigned agrees that this is only treating part of the building and it may chase more pressure to other parts of the building not accessible. We will be using thermal imaging to assure we are getting to everything accesible from the attic space. Parking will need to be provided to within 300' of the workspace and access holes may need to be cut and will be the responsibility of the building owner to patch and finish once agreed upon for a location.**

**Existing insulation that is removed will be reused in the attic space if it is not compromised.**

NorthStar Insulating will remove existing insulation as needed per contract.

16.9 inches of Blown Fiberglass will be installed. with an R-value of 50

**Final Price: \$ 150,000.00**  
**50 % down payment \$ 75,000.00**  
**Balance due upon completion: \$ 75,000.00**

This proposal may be withdrawn if not accepted within 72 hours

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Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize the work to be done as specified and have read the notice below. Payments will be made as outlined above. You acknowledge your deposit is a nonrefundable guarantee to schedule work to be done and material to be purchased. You acknowledge the use of your project for marketing purposes for NorthStar Insulating Systems, Inc. with no financial considerations due to yourself or affected parties involved. Any additional safety training, safety meetings, or work needed to be completed prior to starting our work scope listed herein will be billed in addition to the bid price listed on this proposal.

Approximate Starting Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Signature \_\_\_\_\_

Thursday, October 5, 2023 NISI Inc. Authorized Signature \_\_\_Dave Mesojedec, CEO\_\_\_\_\_

**Contractor's Prelien Notice**

**(a) PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER;**

**(b) MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.**

Buyer specifically agrees that, in the event buyer fails to pay the remaining purchase price, interest will accrue at the rate of 18% per annum. Buyer further agrees that in the event Buyer does not provide payment when due, Buyer will pay all costs of collection, including legal expenses and reasonable attorney fees. Liability for attorney fees is not contingent upon the filing of a lawsuit. Northstar Insulating Systems, Inc. reserves the right to cancel this contract at any point and will return any money not applied to labor or materials already completed.

WARRANTIES: Seller specifically guarantees the labor will be of industry standard quality. The parties agree that the materials provided are manufactured by companies other than Seller and this Seller makes no warranties, express or implied, that extend beyond the words on the face of this agreement. SELLER SPECIFICALLY MAKES NO WARRANTIES CONCERNING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be liable for incidental or consequential damages. Seller shall not be responsible for delays caused by accident, fire, war, act of God, weather, labor difficulties, breakdown or damage to equipment or other causes not within Seller's control.

MODIFICATION: Any alterations or deviations from the above description of materials and services will result in extra costs over and above this estimate.

ADDITIONAL TERMS: In the event any provision of this agreement is unenforceable, such unenforceability shall not affect the validity of any other provision herein. The agreement shall be construed according the laws of the State of Minnesota and Buyer hereby consents to the personal jurisdiction of any Minnesota Court.

**EXHIBIT B**  
**PLANS**



**Resolution No. 2023-149**

**Resolution Approving Change Orders Numbers 15 Through 16 For Road Improvement Project 534 (Ugstad & Arrowhead Roads)**

WHEREAS, the City of Hermantown has contracted with Ulland Brothers Inc, for Road Improvement Project 534 (Ugstad & Arrowhead Roads) (“Project:”); and

WHEREAS, Ulland Brothers, Inc, have submitted Change Orders No. 15 through 16 for:

Change Order #	Descriptions	Cost
15	Valve Box and Water Main Repair	\$2,574.00
16	Relocated utility Century Link line	\$1,258.00
	<b>TOTAL</b>	<b>\$3,832.00</b>

WHEREAS, Ulland Brothers Inc, has recommended such Change Orders No. 15 through 16, and;

WHEREAS, the project engineer, (MSA Professional Services, Inc.), and the City Engineer, (Northland Consulting Engineers LLP) have approved such Change Orders No. 15 through 16, and;

WHEREAS, the City Administrator has reviewed the change orders and recommends their approval.

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

1. Change Orders No. 15 through 16 are hereby approved.

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

The motion for the adoption of such resolution was seconded by Councilor \_\_\_\_\_, 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 has been duly passed and adopted October 16, 2023.



STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. February 2018

SP	202-101-014, 202-104-012	MN Project No.:	6922(198)	Change Order No.	15
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Project Location	UGSTAD RD FROM MAPLE GROVE RD TO MILLER TRUNK HIGHWAY 194 (US 53) AND ARROWHEAD RD FROM 1300 FT WEST OF UGSTAD RD TO 800 FT EAST OF UGSTAD RD.		
Local Agency	CITY OF HERMANTOWN	Local Project No.	NA
Contractor	ULLAND BROTHERS, INC.	Contract No.	NA
Address/City/State/Zip	1634 Hwy. 210 Carlton, MN 55718		
<b>Total Change Order Amount \$</b>	<b>2,574.00</b>		

City requested repair of water main and/or hydrant valve boxes at the following locations within the project limits.

- Ugstad Rd & Arrowhead Rd intersection – 3 valve boxes
- Ugstad Rd and Hawk Circle intersection – 2 valve boxes
- Ugstad Rd and Falcon Dr intersection – 1 valve box
- Hydrant valve at STA 533+50 Ugstad Rd – 1 valve box
- Ugstad Rd main valve STA 551+60 – 1 valve box
- Arrowhead Rd at STA 89+25 – 1 valve box
- Arrowhead Rd at STA 89+60 – 1 valve box
- Arrowhead Rd at STA 93+40 – 1 valve box

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)

**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Non-Participating	2123.610	COMMON LABORERS	HOUR	\$87.00	22	\$1,914.00
Non-Participating	2136.610	TRACTOR MOUNTED BACKHOE	HOUR	\$165.00	4	\$660.00
<b>Net Change this Change Order</b>						<b>\$2,574.00</b>


**Due to this change, the contract time:** (check one)

( ) Is NOT changed       (x) May be revised as provided in MnDOT Specification 1806

( ) Is Increased by \_\_\_\_\_ Working Days       ( ) Is Increased by \_\_\_\_\_ Calendar Days

( ) Is Decreased by \_\_\_\_\_ Working Days       ( ) Is Decreased by \_\_\_\_\_ Calendar Days

Approved by Project Engineer:  Date: 10/8/23  
 Print Name: James Watters, PE Phone: 612-548-3152

Approved by City Engineer:  Date: 10/10/23  
 Print Name: David Bolf, PE – Hermantown City Engineer Phone: 218-727-5995

Approved by Contractor:  Date: 10/9/2023  
 Print Name: Ryan Swanson, PE – Ulland Brothers, Inc Phone: 218-966-9822

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: \_\_\_ Federal Funding    71 State Aid Funding    \_\_\_ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER


Rev. February 2018

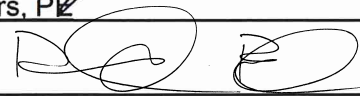
SP	202-101-014, 202-104-012	MN Project No.:	6922(198)	Change Order No.	16
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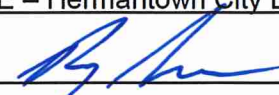
Project Location	UGSTAD RD FROM MAPLE GROVE RD TO MILLER TRUNK HIGHWAY 194 (US 53) AND ARROWHEAD RD FROM 1300 FT WEST OF UGSTAD RD TO 800 FT EAST OF UGSTAD RD.		
Local Agency	CITY OF HERMANTOWN	Local Project No.	NA
Contractor	ULLAND BROTHERS, INC.	Contract No.	NA
Address/City/State/Zip	1634 Hwy. 210 Carlton, MN 55718		
<b>Total Change Order Amount \$</b>	<b>1,258.00</b>		

During construction of the storm sewer system on Arrowhead Rd, contractor exposed and relocated a utility line owned by Centurylink/Lumen. This line was communicated to Centurylink/Lumen as needing to be potholed and checked against the project plans and a relocation plan/schedule provided on May 18, 2023. Centurylink was provided plans for comment during the design of the project in 2021 and 2022. Centurylink/Lumen was invited to a utility coordination meeting in March 2023 to discuss possible conflicts. Throughout construction of the project representatives from Centurylink/Lumen were repeatedly asked to attend the weekly construction meeting either in person or via video conference which were often not attended.

<b>Estimate Of Cost:</b> <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Non-Participating	2123.610	TRACTOR MOUNTED BACKHOE	HOUR	\$148.00	8.5	\$1,258.00
<b>Net Change this Change Order</b>						<b>\$1,258.00</b>
<b>Due to this change, the contract time:</b> <i>(check one)</i>						
<input type="checkbox"/> Is NOT changed		<input checked="" type="checkbox"/> May be revised as provided in MnDOT Specification 1806				
<input type="checkbox"/> Is Increased by _____ Working Days		<input type="checkbox"/> Is Increased by _____ Calendar Days				
<input type="checkbox"/> Is Decreased by _____ Working Days		<input type="checkbox"/> Is Decreased by _____ Calendar Days				

Approved by Project Engineer:  Date: 10/8/23  
 Print Name: James Watters, PE Phone: 612-548-3152

Approved by City Engineer:  Date: 10/10/23  
 Print Name: David Bolf, PE – Hermantown City Engineer Phone: 218-727-5995

Approved by Contractor:  Date: 10/9/2023  
 Print Name: Ryan Swanson, PE – Ulland Brothers, Inc Phone: 218-966-9822

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: \_\_\_ Federal Funding \_\_\_ State Aid Funding \_\_\_ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

**Resolution No. 2023-150**

**Resolution Approving Pay Request Number 5 For Road Improvement District 534 To Ulland Brothers, Inc. In The Amount Of \$833,405.49**

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc for Road Improvement District 534 (“Project”); and

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

WHEREAS, Ulland Brothers Inc has submitted Pay Request No. 5 in the amount of \$833,405.49; 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. 5 provided that \$218,755.46 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. 5 is hereby approved.
2. The City is hereby authorized and directed to pay to Ulland Brothers Inc the sum of \$833,405.49 which is the amount represented on Pay Request No. 5.

Councilor Hjelle introduced the foregoing resolution and moved its adoption.

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

Councilors Hjelle, LeBlanc, Jones, Geissler, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution has been duly passed and adopted October 16, 2023.





Contractor's Application for Payment No. 5

Application Period: 9/9/2023 to 10/6/2023; Application Date: 10/8/2023; To (Owner): City of Hermantown; Project: UGSTAD RD & W ARROWHEAD RD IMPROVEMENTS S.P. 202-101-014 & S.P. 202-104-012; Contract: SP 202-101-014, 202-104-012; Via (Engineer): MSA Professional Services, Inc.; Owner's Contract No.; Contractor's Project No.; Engineer's Project No.: 7994015

Application For Payment Change Order Summary

Table with columns: Number, Additions, Deductions. Includes a 'TOTALS' row showing a net change of \$261,903.48.

Summary table with 9 rows: 1. ORIGINAL CONTRACT PRICE (\$4,198,170.00); 2. Net change by Change Orders (\$261,903.48); 3. Current Contract Price (\$4,460,073.48); 4. TOTAL COMPLETED AND STORED TO DATE (\$4,375,509.26); 5. RETAINAGE (Total \$218,775.46); 6. AMOUNT ELIGIBLE TO DATE (\$4,156,733.79); 7. LESS PREVIOUS PAYMENTS (\$3,323,327.30); 8. AMOUNT DUE THIS APPLICATION (\$833,406.49); 9. BALANCE TO FINISH, PLUS RETAINAGE (\$303,339.69).

Contractor's Certification section containing three numbered paragraphs certifying payment history, title to work, and compliance with contract documents. Includes a signature line with a blue signature and a date stamp of 10/10/2023.

Payment and recommendation section. Includes two lines for 'Payment of: \$833,406.49' and 'is recommended by: James Watters, PE (Engineer) 10/08/2023'. A second line for 'is approved by: David Bolf, PE (City Engineer) 10/10/23'. A final line for 'Approved by: Funding or Financing Entity (if applicable) (Date)'.

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SP 202-101-014, 202-104-012											Application Number: 5				
Application Period: 9/9/2023 to 10/6/2023											Application Date: 10/8/2023				
A				B		C	D	E	F	G	H	I		J	
Item			Contract Information				Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)
Bid Item No.	Spec. Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed	Value of Work Installed to Date				
1		MOBILIZATION	1	LUMP SUM	\$24,996.80	\$24,996.80	1.0		\$0.00	1.0	\$24,996.80	\$0.00	\$24,996.80	100.0%	\$0.00
2		CLEARING AND GRUBBING	1	LUMP SUM	\$1,600.00	\$1,600.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,600.00
3		REMOVE CASTING	50	EACH	\$100.00	\$5,000.00	33	17	\$1,700.00	50	\$5,000.00	\$0.00	\$5,000.00	100.0%	\$0.00
4		REMOVE DRAINAGE STRUCTURE	19	EACH	\$400.00	\$7,600.00	21		\$0.00	21	\$8,400.00	\$0.00	\$8,400.00	110.5%	-\$800.00
5		REMOVE MAIL BOX SUPPORT	58	EACH	\$130.00	\$7,540.00	58		\$0.00	58	\$7,540.00	\$0.00	\$7,540.00	100.0%	\$0.00
6		REMOVE SIGN TYPE C	113	EACH	\$50.00	\$5,650.00	3	110	\$5,500.00	113	\$5,650.00	\$0.00	\$5,650.00	100.0%	\$0.00
7		SALVAGE PIPE APRON	2	EACH	\$600.00	\$1,200.00	1		\$0.00	1	\$600.00	\$0.00	\$600.00	50.0%	\$600.00
8		SALVAGE SIGN TYPE C	20	EACH	\$50.00	\$1,000.00		20	\$1,000.00	20	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
9		REMOVE BITUMINOUS CURB	605	LIN FT	\$3.00	\$1,815.00	419		\$0.00	419	\$1,257.00	\$0.00	\$1,257.00	69.3%	\$558.00
10		REMOVE CURB AND GUTTER	11,676	LIN FT	\$2.70	\$31,525.20	11859	39	\$105.30	11898	\$32,124.60	\$0.00	\$32,124.60	101.9%	-\$599.40
11		REMOVE PIPE CULVERTS	70	LIN FT	\$14.00	\$980.00	70		\$0.00	70	\$980.00	\$0.00	\$980.00	100.0%	\$0.00
12		REMOVE SEWER PIPE (STORM)	1,224	LIN FT	\$15.00	\$18,360.00	1140		\$0.00	1140	\$17,100.00	\$0.00	\$17,100.00	93.1%	\$1,260.00
13		REMOVE BITUMINOUS PAVEMENT	19,064	SQ YD	\$3.75	\$71,490.00	19250	305	\$1,143.75	19555	\$73,331.25	\$0.00	\$73,331.25	102.6%	-\$1,841.25
14		REMOVE CONCRETE WALK	3,725	SQ YD	\$11.00	\$40,975.00	4185	120	\$1,320.00	4305	\$47,355.00	\$0.00	\$47,355.00	115.6%	-\$6,380.00
15		GRANULAR EMBANKMENT (CV) (P)	670	CU YD	\$29.00	\$19,430.00	670		\$0.00	670	\$19,430.00	\$0.00	\$19,430.00	100.0%	\$0.00
16		COMMON EMBANKMENT (CV) (P)	4,075	CU YD	\$5.20	\$21,190.00	4075		\$0.00	4075	\$21,190.00	\$0.00	\$21,190.00	100.0%	\$0.00
17		EXCAVATION - COMMON (P)	16,540	CU YD	\$12.00	\$198,480.00	16540		\$0.00	16540	\$198,480.00	\$0.00	\$198,480.00	100.0%	\$0.00
18		SELECT GRANULAR EMBANKMENT MOD 7% (CV) (P)	7,165	CU YD	\$24.00	\$171,960.00	6091		\$0.00	6091	\$146,184.00	\$0.00	\$146,184.00	85.0%	\$25,776.00
19		HAUL & DISPOSE OF CONTAMINATED SOIL	25	CU YD	\$105.00	\$2,625.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$2,625.00
20		GEOTEXTILE FABRIC TYPE 5	17,405	SQ YD	\$3.20	\$55,696.00	17253	90	\$288.00	17343	\$55,497.60	\$0.00	\$55,497.60	99.6%	\$198.40
21		STREET SWEEPER (WITH PICKUP BROOM)	150	HOUR	\$205.00	\$30,750.00	6		\$0.00	6	\$1,230.00	\$0.00	\$1,230.00	4.0%	\$29,520.00
22		AGGREGATE BASE (CV) CLASS 5 (P)	7,545	CU YD	\$41.00	\$309,345.00	7372	173	\$7,093.00	7545	\$309,345.00	\$0.00	\$309,345.00	100.0%	\$0.00
23		AGGREGATE SURFACING (CV) CLASS 5 (P)	265	CU YD	\$95.00	\$25,175.00	102	93	\$8,835.00	195	\$18,525.00	\$0.00	\$18,525.00	73.6%	\$6,650.00
24		FULL DEPTH RECLAMATION	10,445	SQ YD	\$1.20	\$12,534.00	10445		\$0.00	10445	\$12,534.00	\$0.00	\$12,534.00	100.0%	\$0.00
25		HAUL FULL DEPTH RECLAMATION (LV)	430	CU YD	\$17.00	\$7,310.00	430		\$0.00	430	\$7,310.00	\$0.00	\$7,310.00	100.0%	\$0.00
26		MILL BITUMINOUS SURFACE (3.0")	23,670	SQ YD	\$2.50	\$59,175.00	23258		\$0.00	23258	\$58,145.00	\$0.00	\$58,145.00	98.3%	\$1,030.00
27		TYPE 12.5 BIT MIXTURE FOR PATCHING	900	SQ YD	\$29.50	\$26,550.00	345	212	\$6,254.00	557	\$16,431.50	\$0.00	\$16,431.50	61.9%	\$10,118.50
28		TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING	306	TON	\$355.00	\$108,630.00	186	119	\$42,245.00	305	\$108,275.00	\$0.00	\$108,275.00	99.7%	\$355.00
29		TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	4,220	TON	\$88.00	\$371,360.00	1348		\$0.00	1348	\$118,624.00	\$0.00	\$118,624.00	31.9%	\$252,736.00
30		TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	5,185	TON	\$94.00	\$487,390.00	1914	4896	\$460,224.00	6810	\$640,140.00	\$0.00	\$640,140.00	131.3%	-\$152,750.00
31		TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	1,885	TON	\$96.00	\$180,960.00	3038	282	\$27,072.00	3320	\$318,720.00	\$0.00	\$318,720.00	176.1%	-\$137,760.00
32		12" RC PIPE APRON	4	EACH	\$1,400.00	\$5,600.00	3		\$0.00	3	\$4,200.00	\$0.00	\$4,200.00	75.0%	\$1,400.00
33		15" RC PIPE APRON	7	EACH	\$1,500.00	\$10,500.00	7		\$0.00	7	\$10,500.00	\$0.00	\$10,500.00	100.0%	\$0.00
34		24" RC PIPE APRON	4	EACH	\$1,800.00	\$7,200.00	4		\$0.00	4	\$7,200.00	\$0.00	\$7,200.00	100.0%	\$0.00
35		30" RC PIPE APRON	2	EACH	\$2,300.00	\$4,600.00	2		\$0.00	2	\$4,600.00	\$0.00	\$4,600.00	100.0%	\$0.00
36		28" SPAN RC PIPE-ARCH APRON	7	EACH	\$2,000.00	\$14,000.00	7		\$0.00	7	\$14,000.00	\$0.00	\$14,000.00	100.0%	\$0.00
37		36" SPAN RC PIPE-ARCH APRON	4	EACH	\$2,800.00	\$11,200.00	4		\$0.00	4	\$11,200.00	\$0.00	\$11,200.00	100.0%	\$0.00
38		4" PERF PVC PIPE DRAIN	8,594	LIN FT	\$11.00	\$94,534.00	8176		\$0.00	8176	\$89,936.00	\$0.00	\$89,936.00	95.1%	\$4,598.00
39		12" RC PIPE SEWER DESIGN 3006	110	LIN FT	\$96.00	\$10,560.00	107		\$0.00	107	\$10,272.00	\$0.00	\$10,272.00	97.3%	\$288.00
40		15" RC PIPE SEWER DESIGN 3006	366	LIN FT	\$100.00	\$36,600.00	360		\$0.00	360	\$36,000.00	\$0.00	\$36,000.00	98.4%	\$600.00
41		18" RC PIPE SEWER DESIGN 3006	79	LIN FT	\$105.00	\$8,295.00	79		\$0.00	79	\$8,295.00	\$0.00	\$8,295.00	100.0%	\$0.00
42		24" RC PIPE SEWER DESIGN 3006	109	LIN FT	\$130.00	\$14,170.00	110		\$0.00	110	\$14,300.00	\$0.00	\$14,300.00	100.9%	-\$130.00
43		30" RC PIPE SEWER DESIGN 3006	16	LIN FT	\$190.00	\$3,040.00	16		\$0.00	16	\$3,040.00	\$0.00	\$3,040.00	100.0%	\$0.00
44		28" SPAN RC PIPE-ARCH SEWER CLASS IIA	575	LIN FT	\$170.00	\$97,750.00	564		\$0.00	564	\$95,880.00	\$0.00	\$95,880.00	98.1%	\$1,870.00
45		36" SPAN RC PIPE-ARCH SEWER CLASS IIA	187	LIN FT	\$220.00	\$41,140.00	191		\$0.00	191	\$42,020.00	\$0.00	\$42,020.00	102.1%	-\$880.00
46		CONNECT TO EXISTING STORM SEWER	6	EACH	\$2,300.00	\$13,800.00	6		\$0.00	6	\$13,800.00	\$0.00	\$13,800.00	100.0%	\$0.00
47		3" POLYSTYRENE INSULATION	100	SQ YD	\$36.00	\$3,600.00	22		\$0.00	22	\$792.00	\$0.00	\$792.00	22.0%	\$2,808.00
48		ADJUST VALVE BOX	21	EACH	\$500.00	\$10,500.00	6	13	\$6,500.00	19	\$9,500.00	\$0.00	\$9,500.00	90.5%	\$1,000.00
49		ADJUST CURB STOP	2	EACH	\$250.00	\$500.00		2	\$500.00	2	\$500.00	\$0.00	\$500.00	100.0%	\$0.00

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): SP 202-101-014, 202-104-012											Application Number: 5						
Application Period: 9/9/2023 to 10/6/2023											Application Date: 10/8/2023						
A					B	C	D	E	F	G	H	I		J			
Item					Contract Information			Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)	
Bid Item No.	Spec. Item No.	Description			Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed					Value of Work Installed to Date
50		CONNECT TO EXISTING WATER MAIN			2	EACH	\$6,000.00	\$12,000.00	1		\$0.00	1	\$6,000.00	\$0.00	\$6,000.00	50.0%	\$6,000.00
51		HYDRANT			5	EACH	\$11,000.00	\$55,000.00	5		\$0.00	5	\$55,000.00	\$0.00	\$55,000.00	100.0%	\$0.00
52		CASTING ASSEMBLY			51	EACH	\$830.00	\$42,330.00	31	19	\$15,770.00	50	\$41,500.00	\$0.00	\$41,500.00	98.0%	\$830.00
53		CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020			8	EACH	\$5,300.00	\$42,400.00	8		\$0.00	8	\$42,400.00	\$0.00	\$42,400.00	100.0%	\$0.00
54		CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020			11	EACH	\$7,100.00	\$78,100.00	10		\$0.00	10	\$71,000.00	\$0.00	\$71,000.00	90.9%	\$7,100.00
55		CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020			4	EACH	\$9,100.00	\$36,400.00	3		\$0.00	3	\$27,300.00	\$0.00	\$27,300.00	75.0%	\$9,100.00
56		CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020			1	EACH	\$11,900.00	\$11,900.00	2		\$0.00	2	\$23,800.00	\$0.00	\$23,800.00	200.0%	-\$11,900.00
57		CONSTRUCT DRAINAGE STRUCTURE DESIGN G			20	EACH	\$4,000.00	\$80,000.00	20		\$0.00	20	\$80,000.00	\$0.00	\$80,000.00	100.0%	\$0.00
58		CONSTRUCT DRAINAGE STRUCTURE DESIGN H			1	EACH	\$3,400.00	\$3,400.00	1		\$0.00	1	\$3,400.00	\$0.00	\$3,400.00	100.0%	\$0.00
59		RANDOM RIPRAP CLASS II			61	CU YD	\$69.00	\$4,209.00	31	6	\$379.50	37	\$2,518.50	\$0.00	\$2,518.50	59.8%	\$1,690.50
60		4" CONCRETE WALK			57,662	SQ FT	\$4.90	\$282,543.80	51294	9438	\$46,246.20	60732	\$297,586.80	\$0.00	\$297,586.80	105.3%	-\$15,043.00
61		6" CONCRETE WALK			7,742	SQ FT	\$9.50	\$73,549.00	3630	1924	\$18,278.00	5554	\$52,763.00	\$0.00	\$52,763.00	71.7%	\$20,786.00
62		DRILL AND GROUT REINF BAR (EPOXY COATED)			556	EACH	\$8.50	\$4,726.00	401	191	\$1,623.50	592	\$5,032.00	\$0.00	\$5,032.00	106.5%	-\$306.00
63		CONCRETE CURB AND GUTTER DESIGN S524			16,169	LIN FT	\$20.90	\$337,932.10	15838	756	\$15,789.95	16594	\$346,804.15	\$0.00	\$346,804.15	102.6%	-\$8,722.05
64		6" CONCRETE DRIVEWAY PAVEMENT			747	SQ YD	\$95.00	\$70,965.00	742	94	\$8,930.00	836	\$79,420.00	\$0.00	\$79,420.00	111.9%	-\$8,455.00
65		8" CONCRETE DRIVEWAY PAVEMENT			120	SQ YD	\$109.00	\$13,080.00	130		\$0.00	130	\$14,170.00	\$0.00	\$14,170.00	108.3%	-\$1,090.00
66		TRUNCATED DOMES			379	SQ FT	\$50.00	\$18,950.00	219	207	\$10,350.00	426	\$21,300.00	\$0.00	\$21,300.00	112.4%	-\$2,350.00
67		CONSTRUCT SURVEY MONUMENT			3	EACH	\$860.00	\$2,580.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$2,580.00
68		MAIL BOX SUPPORT			58	EACH	\$205.00	\$11,890.00	38	25	\$5,125.00	63	\$12,915.00	\$0.00	\$12,915.00	108.6%	-\$1,025.00
69		TRAFFIC CONTROL			1	LUMP SUM	\$28,900.00	\$28,900.00	0.75		\$0.00	0.75	\$21,675.00	\$0.00	\$21,675.00	75.0%	\$7,225.00
70		INSTALL SIGN TYPE C			16	EACH	\$250.00	\$4,000.00		16	\$4,000.00	16	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
71		SIGN PANELS TYPE C			260	SQ FT	\$96.00	\$24,960.00		260	\$24,960.00	260	\$24,960.00	\$0.00	\$24,960.00	100.0%	\$0.00
72		FLASHING BEACON SYSTEM			4	SYS	\$8,750.00	\$35,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$35,000.00
73		PEDESTRIAN CROSSWALK FLASHER SYSTEM			4	SYS	\$9,100.00	\$36,400.00		6	\$54,600.00	6	\$54,600.00	\$0.00	\$54,600.00	150.0%	-\$18,200.00
74		STABILIZED CONSTRUCTION EXIT			1	LUMP SUM	\$7,000.00	\$7,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$7,000.00
75		STORM DRAIN INLET PROTECTION			68	EACH	\$190.00	\$12,920.00	73		\$0.00	73	\$13,870.00	\$0.00	\$13,870.00	107.4%	-\$950.00
76		SILT FENCE, TYPE MS			8,305	LIN FT	\$2.50	\$20,762.50	8993		\$0.00	8993	\$22,482.50	\$0.00	\$22,482.50	108.3%	-\$1,720.00
77		COMMON TOPSOIL BORROW			1,214	CU YD	\$39.00	\$47,346.00	213	782	\$30,498.00	995	\$38,805.00	\$0.00	\$38,805.00	82.0%	\$8,541.00
78		FERTILIZER TYPE 3			802	LBS	\$1.00	\$802.00	88	291	\$291.00	379	\$379.00	\$0.00	\$379.00	47.3%	\$423.00
79		SODDING TYPE LAWN			1,915	SQ YD	\$12.20	\$23,363.00	2127		\$0.00	2127	\$25,949.40	\$0.00	\$25,949.40	111.1%	-\$2,586.40
80		ROLLED EROSION PREVENTION CATEGORY 25			10,610	SQ YD	\$2.05	\$21,750.50	2123	7036	\$14,423.80	9159	\$18,775.95	\$0.00	\$18,775.95	86.3%	\$2,974.55
81		SEEDING			2	ACRE	\$550.00	\$1,320.00	0.44	1.45	\$797.50	1.89	\$1,039.50	\$0.00	\$1,039.50	78.8%	\$280.50
82		SEED MIXTURE 25-141			173	LBS	\$10.00	\$1,730.00	26	86	\$860.00	112	\$1,120.00	\$0.00	\$1,120.00	64.7%	\$610.00
83		INTERIM PAVEMENT MARKING			27,210	LIN FT	\$0.30	\$8,163.00	2576	11827	\$3,548.10	14403	\$4,320.90	\$0.00	\$4,320.90	52.9%	\$3,842.10
84		4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN			13,005	LIN FT	\$1.05	\$13,655.25	12265		\$12,878.25	12265	\$12,878.25	\$0.00	\$12,878.25	94.3%	\$777.00
85		4" SOLID LINE MULTI-COMPONENT GROUND IN			26,159	LIN FT	\$0.55	\$14,387.45	24420		\$13,430.73	24420	\$13,430.73	\$0.00	\$13,430.73	93.4%	\$956.73
86		12" SOLID LINE MULTI-COMPONENT GROUND IN			210	LIN FT	\$12.30	\$2,583.00		251	\$3,087.30	251	\$3,087.30	\$0.00	\$3,087.30	119.5%	-\$504.30
87		24" SOLID LINE MULTI-COMPONENT GROUND IN			110	LIN FT	\$13.20	\$1,452.00		148	\$1,953.60	148	\$1,953.60	\$0.00	\$1,953.60	134.5%	-\$501.60
88		4" BROKEN LINE MULTI-COMPONENT GROUND IN			160	LIN FT	\$0.55	\$88.00		834	\$458.70	834	\$458.70	\$0.00	\$458.70	521.3%	-\$370.70
89		CROSSWALK MULTI-COMPONENT GROUND IN			462	SQ FT	\$12.30	\$5,682.60		630	\$7,749.00	630	\$7,749.00	\$0.00	\$7,749.00	136.4%	-\$2,066.40
90		PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN			656	SQ FT	\$12.30	\$8,068.80		656	\$8,068.80	656	\$8,068.80	\$0.00	\$8,068.80	100.0%	\$0.00
<b>Contract Totals</b>								<b>\$4,198,170.00</b>			<b>\$873,876.98</b>		<b>\$4,113,943.83</b>	<b>\$0.00</b>	<b>\$4,113,943.83</b>	<b>98.0%</b>	<b>\$84,226.18</b>

**CHANGE ORDERS**

1		SEDIMENT CONTROL LOG TYPE WOOD FIBER					\$	-			\$0.00						\$0.00
2		SAWING BIT PAVEMENT			5,300	LIN FT	\$1.25	\$ 6,625.00	6114		\$0.00	6114	\$7,642.50	\$0.00	\$7,642.50	115.4%	-\$1,017.50
3		ENTRANCE & UTILITIES FOR SCHOOL DISTRICT BUILDING					\$	-			\$0.00						\$0.00
		REMOVE CURB & GUTTER			60	LIN FT	\$2.70	\$ 162.00	60		\$0.00	60	\$162.00	\$0.00	\$162.00	100.0%	\$0.00
		REMOVE BITUMINOUS PAVEMENT			22	SQ YD	\$13.10	\$ 288.20	22		\$0.00	22	\$288.20	\$0.00	\$288.20	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SP 202-101-014, 202-104-012											Application Number: 5					
Application Period: 9/9/2023 to 10/6/2023											Application Date: 10/8/2023					
A				B	C	D	E	F	G	H	I		J			
Item				Contract Information			Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)	
Bid Item No.	Spec. Item No.	Description		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed					Value of Work Installed to Date
		EXCAVATION - COMMON (P)		94	CU YD	\$19.80	\$ 1,861.20	94		\$0.00	94	\$1,861.20	\$0.00	\$1,861.20	100.0%	\$0.00
		AGGREGATE BASE (CV) CLASS 5		48	CU YD	\$58.10	\$ 2,788.80		48	\$2,788.80	48	\$2,788.80	\$0.00	\$2,788.80	100.0%	\$0.00
		TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING		6	TON	\$360.00	\$ 2,160.00		6	\$2,160.00	6	\$2,160.00	\$0.00	\$2,160.00	100.0%	\$0.00
		WET TAP WITH 6" VALVE		1	EACH	\$8,300.00	\$ 8,300.00	1		\$0.00	0.54	\$4,482.00	\$0.00	\$4,482.00	54.0%	\$3,818.00
		WET TAP WITH HYDRANT		1	EACH	\$16,100.00	\$ 16,100.00	1		\$0.00	1	\$16,100.00	\$0.00	\$16,100.00	100.0%	\$0.00
		4" CONCRETE WALK		1,040	SQ FT	\$5.20	\$ 5,408.00		708	\$3,681.60	708	\$3,681.60	\$0.00	\$3,681.60	68.1%	\$1,726.40
		CONCRETE CURB & GUTTER DESIGN S524		60	LIN FT	\$22.00	\$ 1,320.00	60		\$0.00	60	\$1,320.00	\$0.00	\$1,320.00	100.0%	\$0.00
		6" CONCRETE DRIVEWAY PAVEMENT		55	SQ YD	\$102.00	\$ 5,610.00		37	\$3,753.60	37	\$3,753.60	\$0.00	\$3,753.60	66.9%	\$1,856.40
		SODDING TYPE LAWN		90	SQ YD	\$12.50	\$ 1,125.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,125.00
4		COMPACTION METHOD					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
5		EXCAVATION - COMMON (P) FOR UGSTAD RD SIDEWALK		559	CU YD	\$19.80	\$ 11,068.20	559		\$0.00	559	\$11,068.20	\$0.00	\$11,068.20	100.0%	\$0.00
6		SPECIAL PROVISION FOR TRIBAL EMPLOYMENT					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
7		DRIVEWAY CULVERTS					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		REMOVE PIPE APRON		1	CU YD	\$420.00	\$ 420.00	1		\$0.00	1	\$420.00	\$0.00	\$420.00	100.0%	\$0.00
		REMOVE PIPE CULVERT		108	CU YD	\$19.40	\$ 2,095.20	108		\$0.00	108	\$2,095.20	\$0.00	\$2,095.20	100.0%	\$0.00
		15" GS PIPE APRON		1	CU YD	\$875.00	\$ 875.00	1		\$0.00	1	\$875.00	\$0.00	\$875.00	100.0%	\$0.00
		12" CP PIPE CULVERT		108	CU YD	\$54.80	\$ 5,918.40	108		\$0.00	108	\$5,918.40	\$0.00	\$5,918.40	100.0%	\$0.00
8		UGSTAD RD PATCHING					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		MILL BITUMINOUS SURFACE (2.0")		5,200	SQ YD	\$2.65	\$ 13,780.00	5185		\$0.00	5185	\$13,740.25	\$0.00	\$13,740.25	99.7%	\$39.75
		TYPE SP 12.5 WEARING COURSE MIXTURE (2.C)		590	TON	\$103.00	\$ 60,770.00	660		\$0.00	660	\$67,980.00	\$0.00	\$67,980.00	111.9%	-\$7,210.00
9		CALCIUM CHLORIDE		2,300	GAL	\$1.44	\$ 3,312.00	2300		\$0.00	2300	\$3,312.00	\$0.00	\$3,312.00	100.0%	\$0.00
10		UGSTAD RD ADDITIONAL MILLING & PAVING					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		MILL BITUMINOUS SURFACE (2.0")		4,010	SY	\$2.52	\$ 10,105.20	4010		\$0.00	4010	\$10,105.20	\$0.00	\$10,105.20	100.0%	\$0.00
		TYPE SP 12.5 WEARING COURSE MIXTURE (3.C)		510	TON	\$98.00	\$ 49,980.00	510		\$0.00	510	\$49,980.00	\$0.00	\$49,980.00	100.0%	\$0.00
11		HYDRANT REMOVALS					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		REMOVE HYDRANT (IN LOCATION OF NEW HYDRANT)		4	EACH	\$420.00	\$ 1,680.00	4		\$0.00	4	\$1,680.00	\$0.00	\$1,680.00	100.0%	\$0.00
		REMOVE HYDRANT (IN LOCATION WITH NO PROPOSED HYDRANT)		1	EACH	\$2,970.00	\$ 2,970.00	1		\$0.00	1	\$2,970.00	\$0.00	\$2,970.00	100.0%	\$0.00
12		ARROWHEAD RD RESIDENTIAL SERVICES & DRIVEWAY					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		SANITARY SEWER SERVICE		1	EACH	\$10,360.00	\$ 10,360.00	1		\$0.00	1	\$10,360.00	\$0.00	\$10,360.00	100.0%	\$0.00
		WATER SERVICE SYSTEM		1	EACH	\$6,420.00	\$ 6,420.00	1		\$0.00	1	\$6,420.00	\$0.00	\$6,420.00	100.0%	\$0.00
		6" CONCRETE DRIVEWAY PAVEMENT		11	SY	\$117.28	\$ 1,290.08		11	\$1,290.08	11	\$1,290.08	\$0.00	\$1,290.08	100.0%	\$0.00
13		30" RC PIPE CULVERT EXTENSION					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		TRACTOR MOUNTED BACKHOE(245)		5	HOURL	\$187.00	\$ 935.00	5		\$0.00	5	\$935.00	\$0.00	\$935.00	100.0%	\$0.00
		COMMON LABORERS		8	HOURL	\$93.00	\$ 744.00	8		\$0.00	8	\$744.00	\$0.00	\$744.00	100.0%	\$0.00
		MACHINE TIME (DELIVERY OF PIPE)		2	HOURL	\$234.00	\$ 468.00	2		\$0.00	2	\$468.00	\$0.00	\$468.00	100.0%	\$0.00
		TRACTOR MOUNTED BACKHOE(345)		3	HOURL	\$226.00	\$ 678.00	3		\$0.00	3	\$678.00	\$0.00	\$678.00	100.0%	\$0.00
		3.0 CU YD FRONT END LOADER		1	HOURL	\$151.00	\$ 151.00	1		\$0.00	1	\$151.00	\$0.00	\$151.00	100.0%	\$0.00
		30" RC PIPE CULVERT		8	LIN FT	\$93.40	\$ 747.20	8		\$0.00	8	\$747.20	\$0.00	\$747.20	100.0%	\$0.00
14		UGSTAD RD - ICE ARENA WATER SERVICE, HYDRANT, PAVEMENT					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		REMOVE BITUMINOUS PAVEMENT		90	SQ YD	\$7.80	\$ 702.00	90		\$0.00	90	\$702.00	\$0.00	\$702.00	100.0%	\$0.00
		REMOVE CURB & GUTTER		50	LIN FT	\$2.70	\$ 135.00	50		\$0.00	50	\$135.00	\$0.00	\$135.00	100.0%	\$0.00
		WET TAP		1	EACH	\$3,790.00	\$ 3,790.00	1		\$0.00	1	\$3,790.00	\$0.00	\$3,790.00	100.0%	\$0.00
		6" WATERMAIN DUCTILE IRON (SERVICE)		40	LIN FT	\$118.00	\$ 4,720.00	40		\$0.00	40	\$4,720.00	\$0.00	\$4,720.00	100.0%	\$0.00
		INSTALL HYDRANT		1	EACH	\$1,830.00	\$ 1,830.00	1		\$0.00	1	\$1,830.00	\$0.00	\$1,830.00	100.0%	\$0.00
		GEOTEXTILE FABRIC TYPE 5		90	SQ YD	\$3.10	\$ 279.00	90		\$0.00	90	\$279.00	\$0.00	\$279.00	100.0%	\$0.00
		SELECT GRANULAR EMBANKMENT MOD 7% (CV)		30	CU YD	\$43.50	\$ 1,305.00	30		\$0.00	30	\$1,305.00	\$0.00	\$1,305.00	100.0%	\$0.00
		AGGREGATE BASE (CV) CLASS 5		25	CU YD	\$59.00	\$ 1,475.00	25		\$0.00	25	\$1,475.00	\$0.00	\$1,475.00	100.0%	\$0.00
		TYPE SP 12.5 WEARING COURSE MIXTURE		10	TON	\$108.00	\$ 1,080.00		10	\$1,080.00	10	\$1,080.00	\$0.00	\$1,080.00	100.0%	\$0.00
		ICE ARENA FRONTAGE ROAD		1	LUMP SUM	\$6,240.00	\$ 6,240.00		1	\$6,240.00	1	\$6,240.00	\$0.00	\$6,240.00	100.0%	\$0.00
15		WATER MAIN AND HYDRANT VALVE BOX REPAIRS					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		COMMON LABORERS		22	HOURL	\$87.00	\$ 1,914.00	22		\$1,914.00	22	\$1,914.00	\$0.00	\$1,914.00	100.0%	\$0.00
		TRACTOR MOUNTED BACKHOE		4	HOURL	\$165.00	\$ 660.00	4		\$660.00	4	\$660.00	\$0.00	\$660.00	100.0%	\$0.00
16		CENTURYLINK/LUMEN UTILITY RELOCATION					\$ -			\$0.00		\$0.00		\$0.00		\$0.00
		TRACTOR MOUNTED BACKHOE		8.5	HOURL	\$148.00	\$ 1,258.00		8.5	\$1,258.00	9	\$1,258.00	\$0.00	\$1,258.00	100.0%	\$0.00
Change Order Totals							\$261,903.48			\$24,826.08		\$261,565.43	\$0.00	\$261,565.43	99.9%	\$338.05
<b>TOTALS</b>							<b>\$4,460,073.48</b>			<b>\$898,703.06</b>		<b>\$4,375,509.26</b>	<b>\$0.00</b>	<b>\$4,375,509.26</b>	<b>98.1%</b>	<b>\$84,564.23</b>



**Resolution No. 2023-151**

**Resolution Receiving Bids And Awarding Contract To Northern Interstate Construction, Inc. For 2023 Sewer Improvement District No. 544 (Stebner Park Improvement District – Sewer, Water, & Road) In The Amount Of \$344,170.00**

WHEREAS, the City of Hermantown duly advertised for bids for 2023 Sewer Improvement District No. 544 (“Project”) within the City of Hermantown; and

WHEREAS, the City will finance the Project from Sales Tax funds; and

WHEREAS, bids on such Project were publicly opened and tabulated by the Consulting Engineer and City Clerk on October 12, 2023; and

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

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

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

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Northern Interstate Construction, Inc. (“Contractor”) be awarded the contract for 2023 Sewer Improvement District No. 544 (“Project”); and

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

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for 2023 Sewer Improvement District No. 544

2. The bid of Contractor is in the amount of \$344,170.00 for 2023 Sewer Improvement District No. 544 for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.

3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.

4. Upon execution of such contract by Contractor and its submission of a performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.

5. The City Clerk is hereby authorized and directed to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the next lowest bidder shall not be returned until a contract has been executed.

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 October 16, 2023.

**EXHIBIT A**

John Mulder  
City Administrator  
City of Hermantown  
5105 Maple Grove Rd,  
Hermantown, MN 55811  
Oct 12, 2023

**Re: Bid Recommendation for Stebner Park Utility Extension  
Sewer Improvement District 544**

---

Dear John,

This letter is regarding the bid opening for Stebner Park Utility Extension.

We have reviewed all the bids that were received on 10/12/2023 at the bid opening. Northern Interstate Construction, Inc. is the lowest responsible bidder for the project with a bid of \$344,170.00. We recommend awarding the contract for Stebner Park Utility Extension to Northern Interstate Construction, Inc.

Included as attachments to this letter are the bid abstract and the bid form received from Northern Interstate Construction, Inc.

Sincerely,



David Bolf, P.E.  
Northland Consulting Engineers  
102 South 21<sup>st</sup> Avenue West, Suite 1  
Duluth, MN 55806



# Stebner Park Utilities Bid Abstract

Date: 10/11/23

Item No.	Spec. No.	Item Description	Unit of Measure	Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost	Northern Interstate Unit Price	Northern Interstate Total Cost	KTM Unit Price	KTM Total Cost	Veit Unit Price	Veit Total Cost	Northland Unit Price	Northland Total Cost	TNT Unit Price	TNT Total Cost	Ulland Unit Price	Ulland Total Cost	USA Unit Price	USA Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 31,247.03	\$ 31,247.03	\$ 11,248.86	\$ 11,248.86	\$ 37,500.00	\$ 37,500.00	\$ 51,052.75	\$ 51,052.75	\$ 55,126.25	\$ 55,126.25	\$ 53,900.00	\$ 53,900.00	\$ 29,000.00	\$ 29,000.00
2	2101.505	CLEARING	ACRE	0.02	\$ 50,000.00	\$ 1,000.00	\$ 60,000.00	\$ 1,200.00	\$ 63,441.00	\$ 1,268.82	\$ 75,000.00	\$ 1,500.00	\$ 43,000.00	\$ 860.00	\$ 9,000.00	\$ 180.00	\$ 20,000.00	\$ 400.00	\$ 10,000.00	\$ 200.00
3	2101.505	GRUBBING	ACRE	0.02	\$ 50,000.00	\$ 1,000.00	\$ 60,000.00	\$ 1,200.00	\$ 22,204.50	\$ 444.09	\$ 75,000.00	\$ 1,500.00	\$ 45,000.00	\$ 900.00	\$ 30,000.00	\$ 600.00	\$ 17,000.00	\$ 340.00	\$ 10,000.00	\$ 200.00
4	2104.502	REMOVE LIFT STATION	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,919.67	\$ 5,919.67	\$ 5,900.00	\$ 5,900.00	\$ 4,000.00	\$ 4,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,200.00	\$ 2,200.00	\$ 4,000.00	\$ 4,000.00
5	2104.502	SALVAGE AND REINSTALL SIGN & POST	EACH	3	\$ 25.00	\$ 75.00	\$ 800.00	\$ 2,400.00	\$ 2,283.87	\$ 6,851.61	\$ 600.00	\$ 1,800.00	\$ 325.00	\$ 975.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00
6	2104.502	SALVAGE HYDRANT	EACH	1	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 5,211.28	\$ 5,211.28	\$ 3,400.00	\$ 3,400.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00
7	2104.503	SALVAGE AND REINSTALL METAL CULVERTS	LF	25	\$ 100.00	\$ 2,500.00	\$ 106.40	\$ 2,660.00	\$ 75.50	\$ 1,887.50	\$ 57.00	\$ 1,425.00	\$ 73.00	\$ 1,825.00	\$ 50.00	\$ 1,250.00	\$ 70.00	\$ 1,750.00	\$ 60.00	\$ 1,500.00
8	2104.503	REMOVE FENCE	LF	99	\$ 15.00	\$ 1,485.00	\$ 14.00	\$ 1,386.00	\$ 11.18	\$ 1,106.82	\$ 3.65	\$ 361.35	\$ 11.00	\$ 1,089.00	\$ 4.00	\$ 396.00	\$ 8.00	\$ 792.00	\$ 15.00	\$ 1,485.00
9	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	317	\$ 5.00	\$ 1,585.00	\$ 6.00	\$ 1,902.00	\$ 3.71	\$ 1,176.07	\$ 2.30	\$ 729.10	\$ 3.50	\$ 1,109.50	\$ 3.50	\$ 1,109.50	\$ 2.00	\$ 634.00	\$ 3.00	\$ 951.00
10	2104.503	REMOVE BITUMINOUS PAVEMENT	SY	369	\$ 10.00	\$ 3,690.00	\$ 11.25	\$ 4,151.25	\$ 5.58	\$ 2,059.02	\$ 3.00	\$ 1,107.00	\$ 5.75	\$ 2,121.75	\$ 5.00	\$ 1,845.00	\$ 5.50	\$ 2,029.50	\$ 4.00	\$ 1,476.00
11	2104.518	REMOVE CONCRETE SIDEWALK	SF	98	\$ 5.00	\$ 490.00	\$ 6.00	\$ 588.00	\$ 7.00	\$ 686.00	\$ 4.00	\$ 392.00	\$ 6.50	\$ 637.00	\$ 2.00	\$ 196.00	\$ 4.00	\$ 392.00	\$ 2.00	\$ 196.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	200	\$ 50.00	\$ 10,000.00	\$ 47.60	\$ 9,520.00	\$ 47.13	\$ 9,426.00	\$ 35.00	\$ 7,000.00	\$ 45.00	\$ 9,000.00	\$ 40.00	\$ 8,000.00	\$ 47.00	\$ 9,400.00	\$ 38.00	\$ 7,600.00
13	2503.503	8" PVC PIPE SEWER (SDR 35)	LF	1600	\$ 90.00	\$ 144,000.00	\$ 61.50	\$ 98,400.00	\$ 59.68	\$ 95,488.00	\$ 88.00	\$ 140,800.00	\$ 72.00	\$ 115,200.00	\$ 71.00	\$ 113,600.00	\$ 90.00	\$ 144,000.00	\$ 97.00	\$ 155,200.00
14	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 2,240.00	\$ 4,480.00	\$ 354.15	\$ 708.30	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,750.00	\$ 3,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00
15	2503.602	8"x4" PVC WYE	EACH	1	\$ 125.00	\$ 125.00	\$ 350.00	\$ 350.00	\$ 241.27	\$ 241.27	\$ 770.00	\$ 770.00	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00	\$ 375.00	\$ 375.00	\$ 400.00	\$ 400.00
16	2503.602	SEWER TRACER BOX	EACH	1	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ 44.80	\$ 44.80	\$ 310.00	\$ 310.00	\$ 250.00	\$ 250.00	\$ 130.00	\$ 130.00	\$ 225.00	\$ 225.00	\$ 150.00	\$ 150.00
17	2503.603	4" PVC SANITARY SERVICE PIPE (SCHEDULE 40)	LF	58	\$ 100.00	\$ 5,800.00	\$ 94.60	\$ 5,486.80	\$ 49.05	\$ 2,844.90	\$ 72.00	\$ 4,176.00	\$ 62.00	\$ 3,596.00	\$ 48.00	\$ 2,784.00	\$ 92.50	\$ 5,365.00	\$ 60.00	\$ 3,480.00
18	2504.602	8"x8" WET TAP	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,681.28	\$ 9,681.28	\$ 26,500.00	\$ 26,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,750.00	\$ 12,750.00	\$ 11,500.00	\$ 11,500.00	\$ 9,500.00	\$ 9,500.00
19	2504.602	HYDRANT ASSEMBLY	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 11,535.03	\$ 11,535.03	\$ 10,390.21	\$ 10,390.21	\$ 10,500.00	\$ 10,500.00	\$ 11,900.00	\$ 11,900.00	\$ 7,750.00	\$ 7,750.00	\$ 11,600.00	\$ 11,600.00	\$ 12,500.00	\$ 12,500.00
20	2504.602	6" GATE VALVE AND BOX	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 4,134.00	\$ 8,268.00	\$ 3,327.54	\$ 6,655.08	\$ 3,320.00	\$ 6,640.00	\$ 3,500.00	\$ 7,000.00	\$ 3,550.00	\$ 7,100.00	\$ 3,700.00	\$ 7,400.00	\$ 5,000.00	\$ 10,000.00
21	2504.602	8" GATE VALVE AND BOX	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 4,932.82	\$ 4,932.82	\$ 6,422.95	\$ 6,422.95	\$ 4,150.00	\$ 4,150.00	\$ 4,300.00	\$ 4,300.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00
22	2504.602	WATER TRACER BOX	EACH	2	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 84.45	\$ 168.90	\$ 145.00	\$ 290.00	\$ 250.00	\$ 500.00	\$ 130.00	\$ 260.00	\$ 225.00	\$ 450.00	\$ 150.00	\$ 300.00
23	2504.603	6" WATERMAIN HDPE	LF	4	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00	\$ 622.26	\$ 2,489.04	\$ 148.00	\$ 592.00	\$ 200.00	\$ 800.00	\$ 185.00	\$ 740.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
24	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1138	\$ 90.00	\$ 102,420.00	\$ 81.64	\$ 92,906.32	\$ 109.48	\$ 124,588.24	\$ 57.00	\$ 64,866.00	\$ 84.00	\$ 95,592.00	\$ 114.00	\$ 129,732.00	\$ 86.00	\$ 97,868.00	\$ 100.00	\$ 113,800.00
25	2506.502	CASTING ASSEMBLY	EACH	4	\$ 750.00	\$ 3,000.00	\$ 700.00	\$ 2,800.00	\$ 1,040.74	\$ 4,162.96	\$ 750.00	\$ 3,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,450.00	\$ 5,800.00	\$ 995.00	\$ 3,980.00	\$ 1,100.00	\$ 4,400.00
26	2506.503	CONST DRAINAGE STRUCTURE DESIGN 4007	LF	50	\$ 600.00	\$ 30,000.00	\$ 640.00	\$ 32,000.00	\$ 824.60	\$ 41,230.00	\$ 620.00	\$ 31,000.00	\$ 725.00	\$ 36,250.00	\$ 555.00	\$ 27,750.00	\$ 670.00	\$ 33,500.00	\$ 750.00	\$ 37,500.00
27	2506.602	SEAL MANHOLE	EACH	4	\$ 750.00	\$ 3,000.00	\$ 460.00	\$ 1,840.00	\$ 392.24	\$ 1,568.96	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 460.00	\$ 1,840.00	\$ 500.00	\$ 2,000.00
28	2563.601	TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,395.70	\$ 1,395.70	\$ 1,210.00	\$ 1,210.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00
29	2573.502	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,925.49	\$ 2,925.49	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 2,300.00	\$ 2,300.00	\$ 500.00	\$ 500.00
30	2573.503	SILT FENCE TYPE HI	LF	1553	\$ 5.00	\$ 7,765.00	\$ 2.75	\$ 4,270.75	\$ 6.08	\$ 9,442.24	\$ 4.50	\$ 6,988.50	\$ 4.25	\$ 6,602.25	\$ 3.50	\$ 5,435.50	\$ 4.25	\$ 6,602.25	\$ 4.50	\$ 6,988.50
31	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 120.54	\$ 241.08	\$ 231.00	\$ 462.00	\$ 220.00	\$ 440.00	\$ 120.00	\$ 240.00	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00
32	2574.508	FERTILIZER TYPE 1	POUNDS	125	\$ 10.00	\$ 1,250.00	\$ 10.00	\$ 1,250.00	\$ 4.42	\$ 552.50	\$ 1.10	\$ 137.50	\$ 1.05	\$ 131.25	\$ 2.65	\$ 331.25	\$ 1.05	\$ 131.25	\$ 2.00	\$ 250.00
33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	3030	\$ 3.00	\$ 9,090.00	\$ 2.00	\$ 6,060.00	\$ 2.76	\$ 8,362.80	\$ 2.15	\$ 6,514.50	\$ 2.05	\$ 6,211.50	\$ 2.35	\$ 7,120.50	\$ 2.25	\$ 6,817.50	\$ 2.25	\$ 6,817.50
34	2575.508	SEED MIXTURE 25-131	POUNDS	138	\$ 15.00	\$ 2,070.00	\$ 12.00	\$ 1,656.00	\$ 4.42	\$ 609.96	\$ 5.70	\$ 786.60	\$ 5.50	\$ 759.00	\$ 10.50	\$ 1,449.00	\$ 6.00	\$ 828.00	\$ 6.00	\$ 828.00

Engineers Estimate	\$ 395,370.00	Northern Inter	\$ 344,140.00	KTM	\$ 377,500.40	Veit	\$ 378,807.55	Northland	\$ 394,200.00	TNT	\$ 411,800.00	Ulland	\$ 419,217.50	USA	\$ 425,422.00
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Roadway Costs	\$ 70,931.03
Sanitary Sewer Costs	\$ 147,606.80
Water Costs	\$ 122,942.17
Storm Sewer Costs	\$ 2,660.00
<b>Total Low Bid</b>	<b>\$ 344,140.00</b>

**BID FORM**

<p><b>BID DATE: October 12<sup>th</sup>, 2023</b></p> <p><b>BID TIME: 10:00 A.M.</b></p> <p><b>LOCATION: Government Services Building, 5105 Maple Grove Road, Hermantown, MN 55811</b></p>
--

Proposal of: NORTHERN INTERSTATE CONSTRUCTION, INC.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as A CORPORATION.  
(Insert "a corporation", "a partnership", "a limited liability company" or "an individual" as applicable)

for City of Hermantown hereinafter called "OWNER". In compliance with your ADVERTISEMENT FOR BIDS and INSTRUCTIONS TO BIDDERS, Bidder hereby proposes to perform all WORK as specified in the CONTRACT DOCUMENTS in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the Unit Prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certified as to such Bidder's own organization, that this Bid has been arrived at independently, without consultation, communication, collusion or fraud, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor or with the Engineer or any representative of Owner.

Bidder hereby agrees to commence WORK under the Contract Documents on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the WORK in accordance with the following completion date schedule.

COMPLETION DATE SCHEDULE: Work shall be substantially completed within the listed number of consecutive calendar days from the date of NOTICE TO PROCEED or by Completion Date stated:

<b>Project Description</b>	<b>Completion Date</b>
Utilities Improvements	December 9 <sup>th</sup> , 2023

Bidder further agrees to pay as liquidated damages the sum of **\$1,500.00 dollars** for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDUM:

Number	Date
1	10/5/2023

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the bid booklet to perform and furnish all Work described in the bid booklet for the amounts listed below, which includes sales tax and all other applicable taxes and fees and within the time indicated in this Bid and the bid booklet and in accordance with the other terms and conditions of the bid booklet.

**Base Bid:** All work shown called out in the plans and specifications **AND** listed under Base Bid on the Statement of Estimated Quantities.

Total Base Bid
\$ 344,170.00

Accompanying this Bid is a BID BOND or certified check in an amount which is at least five percent (5%) of the Total Base Bid made payable to the OWNER and the same is subject to forfeiture in the event of default on the part of the Bidder or failure on the part of the Bidder to execute the Contract and provide the requested payment bond, performance bond, certificate of insurance and endorsement to insurance policy(ies) within the times as stated in the CONTRACT DOCUMENTS.

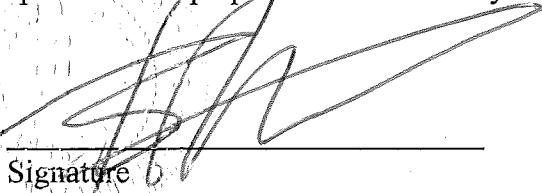
It is understood that Bids may not be withdrawn for a period of **One Hundred Twenty (120) days** from the date of the Bid opening. It is further understood that the OWNER reserves the right to retain the Bid Security until the Contract is executed between the OWNER and the successful Bidder.

In submitting this Bid, it is agreed that the OWNER retains the right to reject any and all Bids and to waive irregularities and informalities therein, and to adjourn any meetings to a later date for the purpose of further consideration of the Bids and taking action thereon, and to award the Contract to the Bidder that will serve the best interests of the OWNER.

**BID SUBMITTAL CHECKLIST**  
**(Check to Indicate Inclusion with Submittal)**

<input checked="" type="checkbox"/>	<b><u>Item to be Submitted</u></b>
<input type="checkbox"/>	Completed Bid Form
<input type="checkbox"/>	Completed Schedule of Prices
<input type="checkbox"/>	5% Bid Bond
<input type="checkbox"/>	Completed Responsible Contractor Verification Form
<input type="checkbox"/>	Completed Non-Collusion Affidavit

The undersigned, being familiar with all local conditions and having made all necessary field investigations and being familiar with all other factors affecting the conditions and cost for the WORK, hereby proposes to furnish all labor, materials, equipment, tools, skills and all else necessary to complete the WORK in accordance with the Contract Documents and the plans and specifications prepared for the work by Northland Consulting Engineers L.L.P.

  
 \_\_\_\_\_  
 Signature

BLAKE JOHNSON  
 \_\_\_\_\_  
 Printed Name

NORTHERN INTERSTATE  
 CONSTRUCTION, INC.  
 \_\_\_\_\_  
 Legal Name of Bidding Entity

WISCONSIN  
 \_\_\_\_\_  
 State of Incorporation or Organization

10/12/2023  
 \_\_\_\_\_  
 Date

PRESIDENT  
 \_\_\_\_\_  
 Title

PO BOX 57  
 7835 EAST BAYFIELD ROAD  
 \_\_\_\_\_  
 Street Address (Must be served by  
 U.S. Postal Service)

SOUTH RANGE, WI 54874  
 \_\_\_\_\_  
 City, State and Zip Code

715-398-7561  
 \_\_\_\_\_  
 Telephone Number

715-398-7585  
 \_\_\_\_\_  
 Facsimile Number

BLAKE@NORTHERNINTERSTATE.COM  
 \_\_\_\_\_  
 E-mail Address



# Stebner Park Bid Form

Date: 9/21/2023

Item No.	Spec. No.	Item Description	Unit of Measure	NCE Estimated Quantities	Bid Unit Price	Bid Total Cost
1	2021.501	MOBILIZATION	LS	1	\$31,247.03	\$ 31,247.03
2	2101.505	CLEARING	ACRE	0.02	\$60,000.00	\$ 1,200.00
3	2101.505	GRUBBING	ACRE	0.02	\$60,000.00	\$ 1,200.00
4	2104.502	REMOVE LIFT STATION	EACH	1	\$ 2,000.00	\$ 2,000.00
5	2104.502	SALVAGE AND REINSTALL SIGN & POST	EACH	3	\$ 800.00	\$ 2,400.00
6	2104.502	SALVAGE HYDRANT	EACH	1	\$ 1,100.00	\$ 1,100.00
7	2104.503	SALVAGE AND REINSTALL METAL CULVERTS	LF	25	\$ 106.40	\$ 2,660.00
8	2104.503	REMOVE FENCE	LF	99	\$ 14.00	\$ 1,386.00
9	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	317	\$ 6.00	\$ 1,902.00
10	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	369	\$ 11.25	\$ 4,151.25
11	2104.518	REMOVE CONCRETE SIDEWALK	SF	98	\$ 6.00	\$ 588.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	200	\$ 47.60	\$ 9,520.00
13	2503.503	8" PVC PIPE SEWER (SDR 35)	LF	1600	\$ 61.50	\$ 98,400.00
14	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 2,240.00	\$ 4,480.00
15	2503.602	8"X4" PVC WYE	EACH	1	\$ 350.00	\$ 350.00
16	2503.602	SEWER TRACER BOX	EACH	1	\$ 250.00	\$ 250.00
17	2503.603	4" PVC SANITARY SERVICE PIPE (SCHD 40)	LF	58	\$ 94.60	\$ 5,486.80
18	2504.602	8"X8" WET TAP	EACH	1	\$ 3,500.00	\$ 3,500.00
19	2504.602	HYDRANT ASSEMBLY	EACH	1	\$11,565.03	\$ 11,565.03
20	2504.602	6" GATE VALVE AND BOX	EACH	2	\$ 4,134.00	\$ 8,268.00
21	2504.602	8" GATE VALVE AND BOX	EACH	1	\$ 4,932.82	\$ 4,932.82
22	2504.602	WATER TRACER BOX	EACH	2	\$ 150.00	\$ 300.00
23	2504.603	6" WATERMAIN HDPE	LF	4	\$ 100.00	\$ 400.00
24	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1138	\$ 81.64	\$ 92,906.32
25	2506.502	CASTING ASSEMBLY	EACH	4	\$ 700.00	\$ 2,800.00
26	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LF	50	\$ 640.00	\$ 32,000.00
27	2506.602	SEAL MANHOLE	EACH	4	\$ 460.00	\$ 1,840.00
28	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,100.00	\$ 1,100.00
29	2573.502	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 2,500.00	\$ 2,500.00
30	2573.503	SILT FENCE; TYPE HI	LF	1553	\$ 2.75	\$ 4,270.75
31	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	\$ 250.00	\$ 500.00
32	2574.508	FERTILIZER TYPE 1	POUNDS	125	\$ 10.00	\$ 1,250.00
33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	3030	\$ 2.00	\$ 6,060.00
34	2575.508	SEED MIXTURE 25-131	POUNDS	138	\$ 12.00	\$ 1,656.00

Total Bid Price Written Out:

\$ 344,170.00

**NON-COLLUSION AFFIDAVIT**

The following Non-Collusion Affidavit shall be executed by the bidder:

State of Minnesota \_\_\_\_\_ )

) ss

County of ST. LOUIS \_\_\_\_\_ )

I, BLAKE JOHNSON, do state under penalty of  
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of \_\_\_\_\_

NORTHERN INTERSTATE CONSTRUCTION, INC.

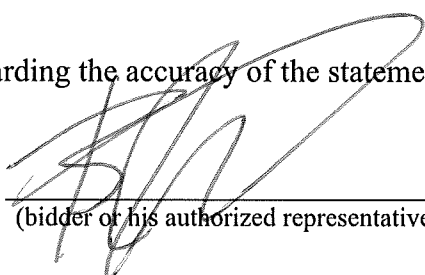
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:   
(bidder or his authorized representative)

## RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, BLAKE JOHNSON,  
(type or print name)

PRESIDENT certify that I am an owner or officer of the company  
(title)

and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

NORTHERN INTERSTATE CONSTRUCTION, INC.

(name of the person, partnership, or corporation submitting this proposal)

7835 EAST BAYFIELD ROAD, SOUTH RANGE, WI 54874

(business address)

Signed:   
(bidder or authorized representative)

Date: 10/12/2023

## ATTACHMENT A

### RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
  - a. is in compliance with workers' compensation and unemployment insurance requirements;
  - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
  - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
  - e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
  - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

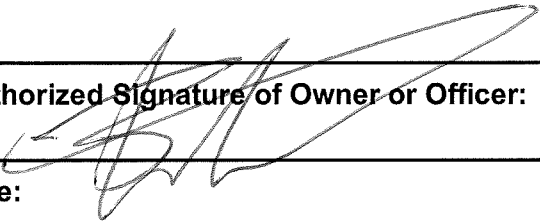
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) I have included Attachment A-1 with my company’s solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> BLAKE JOHNSON
<b>Title:</b> PRESIDENT	<b>Date:</b> 10/12/2023
<b>Company Name:</b> NORTHERN INTERSTATE CONSTRUCTION, INC.	



**Bid Bond**



**AIA Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

**NORTHERN INTERSTATE  
CONSTRUCTION, INC.  
7835 E Bayfield Rd  
South Range, WI 54874**

Bid Bond No. GR29343

**SURETY:**

*(Name, legal status and principal  
place of business)*

**Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134**

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**City of Hermantown  
5105 Maple Grove Rd  
Hermantown, MN 55811**

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

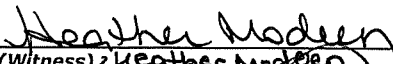
**Stebner Park Utility Extension (Sanitary Sewer Improvement District #544)**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of October, 2023

  
\_\_\_\_\_  
*(Witness) Heather Modden*

  
\_\_\_\_\_  
*(Witness) Karla K. Heffron*

**NORTHERN INTERSTATE CONSTRUCTION, INC.**  
*(Principal)* 

*(Title) Blake Johnson, President*  
**Granite Re, Inc.**  
*(Surety)* 

*(Title) Samuel Duchow, Attorney-in-Fact*

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**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU Its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

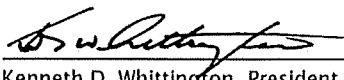
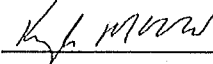
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

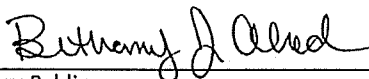


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



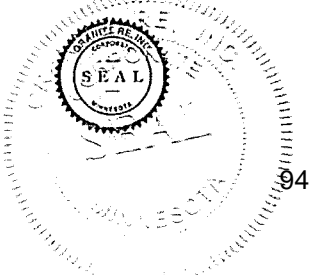
  
\_\_\_\_\_  
Notary Public

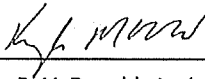
GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11 day of October, 2023.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

**Resolution No. 2023-152**

**Resolution Approving Pay Request Number 4 For Road Improvement District 538 To Ulland Brothers, Inc. In The Amount Of \$ \$644,298.28**

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for Road Improvement District 538 (“Project”); and

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

WHEREAS, Ulland Brothers, Inc. has submitted Pay Request No. 4 in the amount of \$ \$644,298.28; and

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

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 4 provided that \$35,263.12 as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

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

1. Pay Request No. 4 is hereby approved.
2. The City is hereby authorized and directed to pay to Ulland Brothers, Inc. the sum of \$ \$644,298.28 which is the amount represented on Pay Request No. 4.

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

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

Councilors \_\_\_\_\_, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution has been duly passed and adopted October 16, 2023.

October 13, 2023

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

Re: Richard Lindgren - Street Improvement District No. 538

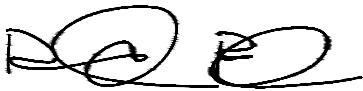
Dear John:

Attached is Pay Application #4 for the work associated with the Richard Lindgren Project – Street Improvement District No. 538 from September 8, 2023 through October 6, 2023. NCE and Ulland Brothers, Inc. have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #4 is **\$705,262.37**. The City will hold a 5% retainage of the completed construction through the duration of the project. retainage amount for pay application #4 is **\$35,263.12**. Stored material funds of **\$25,700.97** were withdrawn from the project. The city will hold **\$60,964.09**.

NCE has reviewed the quantities through construction inspection and discussions with Ulland Brothers, Inc. representatives. I recommend payment in the amount of **\$644,298.28** be authorized at the October 16, 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](mailto:david@nce-duluth.com)

CC: Chase Ernste, E.I.T., Northland Consulting Engineers  
Ryan Swanson, P.E., Ulland Brothers, Inc.

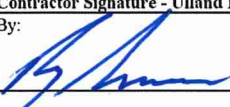
<b>Contractor's Application for Payment</b>			No. 4
Application Period:	September 8, 2023 through October 6, 2023	Application Date:	10/11/2023
To (Owner): City of Hermantown	Project: Richard-Lindgren Street Impr. District #538	From (Contractor): Ulland Brothers Inc.	Via (Engineer): Northland Consulting Engineers, LLP
Owner's Contract Number: Street Improvement District #538	Contractor's Project Number:	Engineer Project Number: 21-8006	

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	7/17/2023	\$381,674.40
2	8/21/2023	\$344,444.04
3	9/25/2023	\$38,306.85
4		
<b>8. TOTALS</b>		<b>\$764,425.29</b>

1. ORIGINAL CONTRACT PRICE.....	\$ <u>2,209,180.00</u>
2. Net change by Change Orders.....	\$ <u>0.00</u>
3. Current Contract Price (Line 1 ± 2).....	\$ <u>2,209,180.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	
See attached Pay Application Summary.....	\$ <u>1,482,866.91</u>
5. RETAINAGE:	
a. 5%     X                     \$1,482,866.91   Work Completed.....	\$ <u>74,143.35</u>
b. 0%     X                     Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ <u>74,143.35</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ <u>1,408,723.56</u>
7. LESS PREVIOUS PAYMENTS (Line 8 ).....	\$ <u>764,425.29</u>
9. AMOUNT DUE THIS APPLICATION.....	\$ <u>644,298.28</u>
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$ <u>800,456.44</u>

**Payment of:**           \$ 644,298.28  
(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 interest, or</p>	
Contractor Signature - Ulland Brothers Inc.	
By: 	Date: <u>10/11/2023</u>

Recommended by:

                     10/11/2023  
David Bolf, P.E. - City Engineer                     (Date)

Approved by:

\_\_\_\_\_  
John Mulder, City Administrator                     (Date)



**Pay Application #4 - October 11, 2023**  
**City of Hermantown - Richard Lindgren**  
**SAP 202-080-003**  
**Street Improvement District #538**

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Ulland Unit Price	Total Project	
						Completed Quantities	Completed Cost
<b>BASE BID</b>							
1	2021.501	MOBILIZATION	LS	1	\$ 40,397.10	0.9	\$36,357.39
2	2101.502	CLEARING	EACH	18	\$ 145.00	58	\$8,410.00
3	2101.502	GRUBBING	EACH	18	\$ 145.00	58	\$8,410.00
4	2101.505	CLEARING	ACRE	1	\$ 5,900.00	0.44	\$2,596.00
5	2101.505	GRUBBING	ACRE	1	\$ 8,700.00	0.44	\$3,828.00
6	2104.502	REMOVE CASTING	EACH	1	\$ 200.00	1	\$200.00
7	2104.502	REMOVE CONCRETE APRON	EACH	1	\$ 230.00	1	\$230.00
8	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	7	\$ 420.00	5	\$2,100.00
9	2104.502	REMOVE GATE VALVE AND BOX	EACH	1	\$ 1,300.00	1	\$1,300.00
10	2104.502	REMOVE HYDRANT	EACH	1	\$ 1,900.00	1	\$1,900.00
11	2104.502	REMOVE MAIL BOX SUPPORT	EACH	2	\$ 50.00	2	\$100.00
12	2104.502	REMOVE SIGN TYPE C	EACH	4	\$ 50.00	4	\$200.00
13	2104.503	REMOVE CURB AND GUTTER	L F	1612	\$ 4.60	1612	\$7,415.20
14	2104.503	REMOVE PIPE CULVERTS	L F	126	\$ 17.00	86	\$1,462.00
15	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	20	\$ 85.00	20	\$1,700.00
16	2104.503	REMOVE SEWER PIPE (STORM)	L F	726	\$ 16.00	541	\$8,656.00
17	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	666	\$ 1.90	323	\$613.70
18	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	262	\$ 8.20	100	\$820.00
19	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	4226	\$ 4.00	3243	\$12,972.00
20	2104.504	REMOVE CONCRETE PAVEMENT	S Y	37	\$ 20.00	0	\$0.00
21	2104.504	REMOVE CONCRETE WALK	S Y	538	\$ 12.00	350	\$4,200.00
22	2106.507	EXCAVATION - COMMON	C Y	8194	\$ 11.00	7737	\$85,107.00
23	2106.507	EXCAVATION - MUCK	C Y	6782.32	\$ 15.00	6782.32	\$101,734.80
24	2106.507	GRANULAR EMBANKMENT (CV)	C Y	7832.58	\$ 21.00	6782.32	\$142,428.72
25	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	C Y	5560.8	\$ 32.00	4660	\$149,120.00
26	2108.604	GEOTEXTILE FABRIC TYPE 5	S Y	9860	\$ 3.50	7822	\$27,377.00
27	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	106	\$ 50.00	0	\$0.00
28	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	2691	\$ 37.00	2000	\$74,000.00
29	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	2454	\$ 3.60	0	\$0.00
30	2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	104	\$ 10.00	0	\$0.00
31	2360.509	TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING	TON	56	\$ 210.00	0	\$0.00
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	1302	\$ 85.00	0	\$0.00
33	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	1268	\$ 81.00	0	\$0.00
34	2501.502	12" RC PIPE APRON	EACH	1	\$ 1,000.00	1	\$1,000.00
35	2501.502	15" RC PIPE APRON	EACH	1	\$ 1,100.00	1	\$1,100.00
36	2501.502	30" RC PIPE APRON	EACH	2	\$ 1,700.00	2	\$3,400.00
37	2501.502	12" CS PIPE APRON	EACH	2	\$ 400.00	2	\$800.00
38	2501.503	12" CS PIPE CULVERT	L F	40	\$ 50.00	40	\$2,000.00
39	2501.503	15" CP PIPE CULVERT	L F	24	\$ 50.00	24	\$1,200.00
40	2501.503	30" RC PIPE CULVERT DESIGN 3006 CLASS III	L F	72	\$ 220.00	72	\$15,840.00
41	2502.503	4" PERF PVC PIPE DRAIN	L F	2845	\$ 11.00	2845	\$31,295.00
42	2503.503	12" RC PIPE SEWER CLASS III	L F	1000	\$ 120.00	885	\$106,200.00
43	2503.503	15" RC PIPE SEWER CLASS III	L F	660	\$ 125.00	470	\$58,750.00
44	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 2,600.00	1	\$2,600.00
45	2504.602	6" GATE VALVE AND BOX	EACH	4	\$ 4,800.00	4	\$19,200.00
46	2504.602	8" GATE VALVE AND BOX	EACH	7	\$ 5,800.00	5	\$29,000.00
47	2504.602	ADJUST VALVE BOX	EACH	1	\$ 500.00	0	\$0.00
48	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	3	\$ 3,200.00	4	\$12,800.00
49	2504.602	HYDRANT ASSEMBLY	EACH	4	\$ 12,500.00	4	\$50,000.00
50	2504.602	WATER TRACER BOX	EACH	4	\$ 255.00	0	\$0.00
51	2504.603	6" HDPE SDR 11 SERVICE PIPE	LF	96	\$ 80.00	96	\$7,680.00
52	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1642	\$ 66.00	1642	\$108,372.00
53	2504.604	4" POLYSTYRENE INSULATION	S Y	4	\$ 100.00	0	\$0.00
54	2506.502	ADJUST FRAME AND RING CASTING	EACH	2	\$ 500.00	0	\$0.00
55	2506.502	CASTING ASSEMBLY	EACH	27	\$ 800.00	10	\$8,000.00
56	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	L F	25.4	\$ 830.00	25.4	\$21,082.00
57	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	L F	6.2	\$ 800.00	6.2	\$4,960.00
58	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	L F	49.7	\$ 800.00	42.4	\$33,920.00
59	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	L F	40.5	\$ 1,300.00	32.5	\$42,250.00
60	2506.601	INFILTRATION/FILTRATION SYSTEM	LS	1	\$ 156,000.00	1	\$156,000.00
61	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	5	\$ 2,100.00	2	\$4,200.00
62	2506.602	MANHOLE FRAME SEAL (EXTERNAL)	EACH	4	\$ 400.00	0	\$0.00
63	2506.602	MODIFY DRAINAGE STRUCTURE	EACH	2	\$ 2,700.00	0	\$0.00
64	2511.507	RANDOM RIPRAP CLASS II (FRACTURED)	C Y	16	\$ 75.00	0	\$0.00
65	2521.518	4" CONCRETE WALK	S F	16577	\$ 6.10	0	\$0.00
66	2521.518	6" CONCRETE WALK	S F	3150	\$ 9.50	0	\$0.00
67	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	L F	320	\$ 32.00	50	\$1,600.00
68	2531.503	CONCRETE CURB AND GUTTER DESIGN S524	L F	4719	\$ 22.50	2585	\$58,162.50
69	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	232	\$ 71.00	0	\$0.00
70	2531.618	TRUNCATED DOMES	S F	128	\$ 43.00	0	\$0.00
71	2540.602	MAIL BOX SUPPORT	EACH	2	\$ 100.00	0	\$0.00
72	2563.601	TRAFFIC CONTROL	LS	1	\$ 4,800.00	0.5	\$2,400.00
73	2564.518	SIGN PANELS TYPE C	S F	124.29	\$ 58.00	0	\$0.00
74	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,800.00	0.5	\$900.00
75	2573.502	STORM DRAIN INLET PROTECTION	EACH	39	\$ 195.00	0	\$0.00
76	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1293	\$ 4.30	1117	\$4,803.10
77	2573.503	SILT FENCE, TYPE HI	L F	3523	\$ 3.30	3065	\$10,114.50
78	2574.508	FERTILIZER TYPE 3	LB	356	\$ 1.00	0	\$0.00
79	2575.504	SODDING TYPE LAWN	S Y	1807	\$ 7.80	0	\$0.00
80	2575.505	RAPID STABILIZATION METHOD 2	ACRE	2.9	\$ 1,500.00	0	\$0.00
81	2575.505	SEEDING	ACRE	1.43	\$ 550.00	0	\$0.00
82	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	5005	\$ 2.00	0	\$0.00
83	2575.508	SEED MIXTURE 25-131	LB	315	\$ 9.00	0	\$0.00
84	2582.503	24" SOLID LINE PREFORM THERMO GROUND IN	L F	90	\$ 26.00	0	\$0.00
85	2582.503	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	L F	108	\$ 1.00	0	\$0.00
86	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	L F	2706	\$ 2.00	0	\$0.00
87	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	L F	5589	\$ 1.00	0	\$0.00
88	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	720	\$ 19.50	0	\$0.00

TOTAL AMOUNT EARNED	\$1,482,866.91
LESS PREVIOUS PAY APPLICATIONS	\$777,604.55
TOTAL PAY APPLICATION #3	\$705,262.37

Water Utility Fund	\$230,252.00
Storm Sewer	\$483,365.20
Sanitary Utility Fund	\$1,700.00
Participating Fund	\$767,549.71