



Hermantown City Council Meeting - Monday, April 1, 2024

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

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

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

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

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "City Council Meeting." It is important to note that all comments regarding this meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- Everyone has varying levels of comfort regarding remote technology, so grace and understanding are appreciated

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



AGENDA

Pre-Agenda Meeting Monday, April 1, 2024 at 4:30 p.m.

Council Chambers, City Hall - Hermantown Governmental Services Building

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

City Council Meeting Monday, April 1, 2024 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, April 1, 2024 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, April 1, 2024 at 6:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS**

Council Members may make announcements as needed.

5. **PUBLIC HEARING**

Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.

6. **COMMUNICATIONS**

A. Correspondence 24-32 through 24-37 placed on file

[5](#)

7. **PRESENTATIONS**

A. **Trunk Sewer System History**

John Mulder, City Administrator

(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 March 18, 2024 City Council Continuation Minutes

[6](#)

B. **Accounts Payable** - Approve general city warrants from March 16, 2024 through March 31, 2024 in the amount of \$642,509.67

[13](#)

11. **ORDINANCES**

- A. **2024-05 An Ordinance Amending And Restating Chapter 1020, Fire Code, Of The Hermantown City Code** [20](#)

(first reading)

12. **RESOLUTIONS**

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

- A. **2024-37 Resolution Approving Pay Request Number 8 For Road Improvement District 534 To Ulland Brothers, Inc In The Amount Of \$12,530.70** [38](#)

(motion, roll call)

- B. **2024-38 Resolution Approving Change Order Number 18 For Road Improvement Project 534 (Ugstad & Arrowhead Roads)** [45](#)

(motion, roll call)

- C. **2024-39 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Naming Rights Agreement For Hermantown Ice Arena Project** [49](#)

(motion, roll call)

- D. **2024-40 Resolution Authorizing The City Of Hermantown to Sponsor the Minnesota Department of Natural Resources for the Regional Trail Program Funding Request Associated With The Construction of Hermantown Community Connector Trail from Hermantown Road to Morris Thomas Road and Keene Creek Park to Stebner Road** [61](#)

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

2024 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
3/19/2024	24-32	Buckley Simmons	Eric Johnson, Comm. Dev. Dir	Resignation from the Planning & Zoning Commission	3/19/2024
3/20/2024	24-33	Eric Johnson, Comm. Dev. Dir.	Planning Commission	CIDP, Abdo Marketplace, LLC, 559x Miller Trunk Hwy.	3/19/2024
3/20/2024	24-34	Delores Levander, bobdeloreslevendar@gmail.com	Eric Johnson, Comm. Dev. Dir.	Vaux Rd. & Highway 53, Re: ABDO Marketplace LLC. for a Commercial Industrial Development Permit	3/20/2024
3/20/2024	24-35	Donald Cook, 4880 Miller Trunk Hwy., d1aone@aol.com	Mayor Wayne Boucher	Incident on 2/25/2024 involving Hermantown Police	3/20/2024
3/22/2024	24-36	Dale Siemsen	Mayor Wayne Boucher	Complaint	3/15/2024
3/22/2024	24-37	Kim Parmeter, Hermantown Chamber of Commerce	Mayor and City of Hermantown	Thank You Re: State of the Cities	3/21/2024

CITY OF HERMANTOWN

City Council Meeting

Monday, March 18, 2024

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: Absent

Councilor Brian LeBlanc: Present

CITY STAFF:

John Mulder, City Administrator; Alissa Wentzlaff, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Brandon Holmes, Building Official; Zach Graves, Fire Chief; Trish Crego, Utility & Infrastructure Director; Gunnar Johnson, City Attorney

VISITORS: 1

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS**

5. **PUBLIC HEARING**

6. **COMMUNICATIONS**

A. Correspondence 24-24 through 24-31 placed on file

7. **PRESENTATIONS**

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of March 4, 2024 City Council Continuation Minutes

- B. **Accounts Payable** - Approve general city warrants from March 1, 2024 through March 15, 2024 in the amount of \$449,541.95

Motion to the approve the Consent Agenda. 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: Absent
- Councilor John Geissler: Yea
- Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

11. **ORDINANCES**

- A. **2024-04 An Ordinance Amending Chapter 10, Housing And Buildings, Of The Hermantown City Code By Deleting The Optional Enforcement Provisions Adopted By The City Of Hermantown**

(second reading)
(motion, roll call)

Motion to approve 2024-04 An Ordinance Amending Chapter 10, Housing And Buildings, Of The Hermantown City Code By Deleting The Optional Enforcement Provisions Adopted By The City Of Hermantown. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 4, Nay: 0, Absent: 1

12. **RESOLUTIONS**

- A. **2024-31 Resolution Approving Preliminary Planned Unit Development For Stebner Road Development**

(motion, roll call)

Motion to approve 2024-31 Resolution Approving Preliminary Planned Unit Development For Stebner Road Development. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 4, Nay: 0, Absent: 1

B. 2024-32 Resolution Approving A Special Use Permit To Increase The Lot Coverage Of A Building In The Business Light Manufacturing Zoning District

(motion, roll call)

Motion to approve 2024-32 Resolution Approving A Special Use Permit To Increase The Lot Coverage Of A Building In The Business Light Manufacturing Zoning District. 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: Absent
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

C. 2024-33 Resolution Awarding Contract For A Knapheide A698 Aluminum Service Body In The Amount Of \$31,100.00

(motion, roll call)

Motion to approve 2024-33 Resolution Awarding Contract For A Knapheide A698 Aluminum Service Body In The Amount Of \$31,100.00. 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: Absent
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

D. **2024-34 Resolution Receiving Bids And Recommending The Award Of The Contract For A Microsurface Project On Various Paved Roads (CP 0004-778336 (Low) (Arrowhead Road)) Within The Hermantown Corporate Limits In The Amount Of \$248,096.47**

(motion, roll call)

Motion to approve 2024-34 Resolution Receiving Bids And Recommending The Award Of The Contract For A Microsurface Project On Various Paved Roads (CP 0004-778336 (Low) (Arrowhead Road)) Within The Hermantown Corporate Limits In The Amount Of \$248,096.47. 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: Absent
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

E. **2024-35 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Terch & Associates (Human Resources Consultant)**

(motion, roll call)

Motion to approve 2024-35 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Terch & Associates (Human Resources Consultant). 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: Absent
- Councilor John Geissler: Yea
- Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

F. **2024-36 Resolution Directing Preparation Of Preliminary Engineering Feasibility Report For The Road Improvement Of Lindahl Road In Cooperation With St. Louis County In Section 4**

(motion, roll call)

Motion to approve 2024-36 Resolution Directing Preparation Of Preliminary Engineering Feasibility Report For The Road Improvement Of Lindahl Road In Cooperation With St. Louis County In Section 4. 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: Absent
- Councilor John Geissler: Yea
- Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

13. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council meeting pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and 13D.05, Subd. 3(c)(3) to consider the acquisition of property rights associated with a proposed hockey arena located on property adjacent to the existing hockey arena in the City of Hermantown and

develop offers and counteroffers. Following this closed session, the council will re-convene in open session.

Motion to recess at 4:35 p.m. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and 13D.05, Subd. 3(c)(3) to consider the acquisition of property rights associated with a proposed hockey arena located on property adjacent to the existing hockey arena in the City of Hermantown and develop offers and counteroffers. Following this closed session, the Hermantown City Council will re-convene in open session. 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: Absent
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

Motion to reconvene into open sessions at 5:25 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 4, Nay: 0, Absent: 1

14. **RECESS**

Motion to recess at 6:50 p.m. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Absent

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

ATTEST:

City Clerk

Mayor

CITY OF HERMANTOWN

CHECKS #70778-70853
03/16/2024 - 03/31/2024

PAYROLL CHECKS

Electronic Checks - #-66565-66609 \$97,479.70

Electronic Checks - #-66534-66558 \$19,349.75

LIABILITY CHECKS

Electronic Checks - #-66559-66564 \$72,262.80

Electronic Checks - #-66531-66533 \$4,209.54

Checks - #70844-70853 \$5,307.85

PAYROLL EXPENSE TOTAL \$198,609.64

ACCOUNTS PAYABLE

Checks - #70778-70843 \$201,883.80

Electronic Payments #-98905-98928 \$242,016.23

ACCOUNTS PAYABLE TOTAL \$443,900.03

TOTAL \$642,509.67

3/28/2024

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	44.95	-98928
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,354.84	-98928
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	304.16	-98928
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	273.10	-98928
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	157.33	-98928
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.45	-98928
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	177.67	-98928
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Feb 24 Water Charges	73,308.17	-98927
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300&C3320	119.58	-98926
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica bizhubC308	96.00	-98925
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Participant/Cobra Fee - Dec	4.99	-98924
601	494400	Water Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Dec	14.93	-98924
101	422100	Fire Administration	WEX HEALTH INC	Participant/Cobra Fee - Dec	7.74	-98924
101	431100	Street Department	WEX HEALTH INC	Participant/Cobra Fee - Dec	14.93	-98924
101	419100	Community Development	WEX HEALTH INC	Participant/Cobra Fee - Dec	4.99	-98924
602	494900	Sewer Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Dec	14.93	-98924
101	415300	Administration & Finance	WEX HEALTH INC	Participant/Cobra Fee - Dec	37.17	-98924
101	421100	Police Administration	WEX HEALTH INC	Participant/Cobra Fee - Dec	89.82	-98924
101	422100	Fire Administration	NORTHEAST SERVICE COOPERATIVE	Employee Assistant Program - 0	87.20	-98923
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Feb 2024	6,843.50	-98922
401	431100	Street Department	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Up Fitted - 2024 GMC	1,351.51	-98921
401	431100	Street Department	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Up Fitted - 2024 GMC	1,351.51	-98921
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Feb 24 Locates	24.30	-98920
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Feb 24 Locates	16.20	-98920
101	431100	Street Department	H & L MESABI	Wear Guards - Plows	1,620.00	-98919
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	790.61	-98918
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	707.67	-98918
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	974.05	-98918
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Road Reconditioning - C	1,510.00	-98917
101	431901	City Garage	NORTHERN DOOR & HARDWARE INC	Keys	21.00	-98916
101	431100	Street Department	NORTHERN DOOR & HARDWARE INC	Keys	160.50	-98916
101	431100	Street Department	ACP CREATIVIT, LLC	Mar 2024 Maintenance	16.75	-98915
101	419901	City Hall & Police Building Maintenance	ACP CREATIVIT, LLC	Mar 2024 Maintenance	237.85	-98915
101	452200	Community Building	ACP CREATIVIT, LLC	Mar 2024 Maintenance	10.05	-98915
101	422901	Firehall #1 Maple Grove Road	ACP CREATIVIT, LLC	Mar 2024 Maintenance	70.35	-98915
101	421100	Police Administration	PER MAR SECURITY SERVICES INC 14	CCTV 4/01/2024 - 6/30/2024	95.58	-98914
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	Quarterly Postage Meter Lease	295.29	-98913
101	421100	Police Administration	SYMBOLARTS	PD Patches	1,679.00	-98912

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	VC3	Replacement Desktop - Receptio	656.00	-98911
602	494900	Sewer Administration and General	VC3	Replacement Desktop - Receptio	328.00	-98911
602	494900	Sewer Administration and General	VC3	APC Back-UPS	29.75	-98911
601	494400	Water Administration and General	VC3	APC Back-UPS	29.75	-98911
101	415300	Administration & Finance	VC3	APC Back-UPS	59.50	-98911
601	494400	Water Administration and General	VC3	Replacement Desktop - Receptio	328.00	-98911
601	494300	Water Distribution	WATER CONSERVATION SERVICE, INC	Leak Locates	1,113.81	-98910
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	48,473.00	-98909
240	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Stebner Park Utilities	13,607.50	-98908
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project	6,455.00	-98908
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Oak Ridge Dr. Sanitary Sewer E	120.00	-98908
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	RIP Meeting	380.00	-98908
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2374 Hage Storage	1,395.00	-98908
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Rd & Old Midway Rd	10,467.00	-98908
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	1,900.00	-98908
416	452100	Parks	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fichtner Park Improvements	48,169.50	-98908
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Proctor Trail Meeting	285.00	-98908
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Sports Dome Meeting	285.00	-98908
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	371.25	-98907
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Knox Box Acc	169.00	-98906
101	424100	Building Inspection	OVEROM LAW, PLLC	2024 Updates to Building Code	481.00	-98906
101	424100	Building Inspection	OVEROM LAW, PLLC	Amendment to Fire Code	302.00	-98906
101	424100	Building Inspection	OVEROM LAW, PLLC	Sarah Lane Nuisance Property (402.00	-98906
101	414100	Elections	OVEROM LAW, PLLC	Election Matters	494.00	-98906
101	424100	Building Inspection	OVEROM LAW, PLLC	Building Code Update	78.00	-98906
101	424100	Building Inspection	OVEROM LAW, PLLC	Miscellaneous Building Officia	559.00	-98906
101	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Peyton Acres Development Matte	96.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	Performance Development Group	416.00	-98906
101	422100	Fire Administration	OVEROM LAW, PLLC	Creation of New City Fire Dept	91.00	-98906
415	465200	Community Development	OVEROM LAW, PLLC	Schematic Design Development -	128.00	-98906
416	452100	Parks	OVEROM LAW, PLLC	Fichtner Playground Equipment	98.00	-98906
101	419100	Community Development	OVEROM LAW, PLLC	Benson Road Extension Agreeemen	542.00	-98906
415	465200	Community Development	OVEROM LAW, PLLC	Funding Agreement - Recreation	1,600.00	-98906
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	565.00	-98906
101	419100	Community Development	OVEROM LAW, PLLC	Airport Zoning Ordinance Admin	247.00	-98906
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Xcel Development	1,980.00	-98906
416	452100	Parks	OVEROM LAW, PLLC	Agreement with Sourcewell - Fi	687.00	-98906
260	456101	Cable	OVEROM LAW, PLLC	2023 Mediacom Franchise Renewa	91.00	-98906

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	544.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	Complaint Against City by Dale	149.00	-98906
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction	688.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	117.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	2023 Compensation Review	182.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Request	52.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	Deferrals of Assessments	39.00	-98906
412	419100	Community Development	OVEROM LAW, PLLC	Hermantown Trail Connector Eas	377.00	-98906
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,100.00	-98906
416	452100	Parks	OVEROM LAW, PLLC	Fichtner Field Park Improvemen	64.00	-98906
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Keyfob	187.50	-98905
401	431100	Street Department	ABS AUTO SOLUTIONS INC	Coating/Floor Mats/Flaps - H6	1,414.90	70778
601	494300	Water Distribution	ACME TOOLS	Tools - H25	396.99	70779
602	494500	Sewer Maintenance	ACME TOOLS	Tools - H25	396.98	70779
601	220100	Refund Payable	AERY	Sales Tax Refund	6,169.37	70780
101	414100	Elections	ALLISON, DAVID	Election Judge Training/Hours	126.00	70781
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	Feb 2024 Boarding	300.00	70782
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309846	75.00	70783
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Bolts	17.98	70784
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Screws	104.15	70784
245	415300	Administration & Finance	BAKER TILLY US, LLP	Classification & Compensation	977.50	70785
101	414100	Elections	BOSLEY, DAVID	Election Judge Training/Hours	213.00	70786
101	419901	City Hall & Police Building Maintenance	CAPITAL ONE TRADE CREDIT	Cone - Safety Equipment	35.98	70787
601	494300	Water Distribution	CAPITAL ONE TRADE CREDIT	Hose Nozzles	37.57	70787
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	37.33	70788
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	37.33	70788
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	37.34	70788
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 2/22/24-3/21/24	79.98	70789
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 2/28/24-3/27/24	79.98	70789
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	30.03	70790
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70790
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.99	70790
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70790
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	10.35	70790
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70790
101	431100	Street Department	CINTAS CORPORATION	Uniforms	42.98	70790
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70790
602	494500	Sewer Maintenance	CITY OF DULUTH	Sewer Agreement 2023	37,858.61	70791

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	GASB 96 SBITA	236.25	70792
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	GASB 96 SBITA	236.25	70792
603	441100	Storm Water	CLIFTONLARSONALLEN LLP	GASB 96 SBITA	157.50	70792
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	GASB 96 SBITA	945.00	70792
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Gaskets & Washers	38.00	70793
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Reducing Flange	5,111.05	70793
601	494300	Water Distribution	CORE & MAIN LP	Water Meters	16,273.89	70793
245	465100	HEDA	COSTIN GROUP MN	City Lobbyist	1,500.00	70794
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	02/13 - 03/11/24 Answering	23.13	70795
601	494400	Water Administration and General	CUSTOMER ELATION INC	02/13 - 03/11/24 Answering	34.70	70795
101	419901	City Hall & Police Building Maintenance	DALCO	Kleenex/Toilet Paper/Can Liner	483.30	70796
101	414100	Elections	DONALDSON, BEVERLY	Election Judge Training/Hours	102.00	70797
401	431100	Street Department	DSC COMMUNICATIONS	Install Radio - H5 & H27	977.58	70798
101	415300	Administration & Finance	DULUTH NEWS-TRIBUNE	Subscrpn 1 year Mar 2024-2025	196.80	70799
101	414100	Elections	ELECTION SYSTEMS & SOFTWARE	Thermal Paper Roll	51.38	70800
101	414100	Elections	FICHTNER, LORI	Election Judge Training/Hours	198.00	70801
101	414100	Elections	FLEMMING, DAVID	Election Judge Training/Hours	189.00	70802
101	414100	Elections	GARRISON, KANDISE	Election Judge Training/Hours	129.00	70803
101	414100	Elections	HARRISS, DONALD	Election PNP Training	12.00	70804
101	419901	City Hall & Police Building Maintenance	HEINBUCH, GREG	Pants	108.92	70805
101	431100	Street Department	HERMANTOWN HYDRAULICS	Sand Spinner Motor - H0	336.30	70806
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Minutes	74.25	70807
416	452100	Parks	HERMANTOWN STAR LLC	Fichtner Field Bids	330.00	70807
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Public Notice Flood Insurance	41.25	70807
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning & Zoni	74.25	70807
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Admin Assistant Ad	66.00	70807
101	414100	Elections	HERMANTOWN STAR LLC	Public Accuracy Test	20.63	70807
101	414100	Elections	HILL, JOLYNN	Election Judge Training/Hours	90.00	70808
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Feb 2024	50.00	70809
101	419100	Community Development	INNOVATIVE OFFICE SOLUTIONS, LLC	Name Plate - Matthew Fournier	20.32	70810
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Laminate Sheet/Highlighter/Rib	67.05	70810
101	419901	City Hall & Police Building Maintenance	INTERSTATE ALL BATTERY CENTER	Batteries	659.80	70811
101	414100	Elections	JENNISCH, SANDRA	Election Judge Training/Hours	186.00	70812
101	424100	Building Inspection	JERSEY CITY	Uniform Screen Printing	50.00	70813
101	421100	Police Administration	KOLAR	Wiper Blades	72.70	70814
101	414100	Elections	KORSCH, CHARLEY	Election Judge Training/Hours	120.00	70815
101	414100	Elections	KORSCH, MARYANNE	Election Judge Training/Hours	117.00	70816
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	204.88	70817

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	262.99	70817
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	289.98	70817
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	307.31	70817
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Car Wash PW	11.00	70817
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	950.90	70817
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	39.65	70817
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,131.17	70817
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CyldrRntSfEnvFee1/20-2/20/24	73.51	70818
101	419901	City Hall & Police Building Maintenance	MENARD INC	Safety Hinge	7.99	70819
101	431901	City Garage	MENARD INC	Sharpie/Highlighter/Pens/Stapl	11.69	70819
601	494300	Water Distribution	MENARD INC	Wire Nuts/Water Radio Install	22.48	70819
601	494300	Water Distribution	MENARD INC	Drill Bits/Screws - Water Radi	24.98	70819
601	494300	Water Distribution	MENARD INC	Pipe Hangers	55.60	70819
101	422100	Fire Administration	MENARD INC	Garden Hose	86.94	70819
101	419901	City Hall & Police Building Maintenance	MENARD INC	Bolt/Bulbs/Clock	26.27	70819
101	414100	Elections	MERRIER, PATRICIA	Election Judge Training/Hours	108.00	70820
101	421100	Police Administration	MN CHIEFS OF POLICE ASSN	2024 ETI Conference - Pfeiffer	550.00	70821
101	421100	Police Administration	MN CHIEFS OF POLICE ASSN	2024 ETI Conference - Crace	550.00	70821
101	421100	Police Administration	MN CHIEFS OF POLICE ASSN	2024 ETI Conference - Gunderso	550.00	70821
101	421100	Police Administration	MN CHIEFS OF POLICE ASSN	2024 ETI Conference - Esterbro	550.00	70821
101	421100	Police Administration	MN D.A.R.E. OFFICER'S ASSOCIATION	DARE Officer Training	1,450.00	70822
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,754.24	70823
101	422100	Fire Administration	MN OXYGEN COMPANY	Oxygen Cylinder Rental	226.74	70824
101	422100	Fire Administration	MN OXYGEN COMPANY	Oxygen Cylinder Rental	212.24	70824
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Mar 2024 Internet	360.00	70825
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Mar 2024 Internet	90.00	70825
101	419901	City Hall & Police Building Maintenance	MOTION INDUSTRIES INC	Socket HYD Hose Ends	32.49	70826
101	431100	Street Department	NAPA AUTO PARTS	Air Filters	0.97	70827
101	431100	Street Department	NAPA AUTO PARTS	Running Light Bulb	79.98	70827
101	414100	Elections	NESS, JUDY	Election Judge Training/Hours	132.00	70828
401	431100	Street Department	NORTH COUNTRY CHEVROLET	2024 GMC Sierra - 92167	51,086.99	70829
401	431100	Street Department	NORTH COUNTRY CHEVROLET	2024 GMC Sierra - 91005	49,152.59	70829
101	415300	Administration & Finance	ORME, KEVIN	Mileage CLA Conference	201.00	70830
101	414100	Elections	PAGANO, PAMELA	Election Judge Training/Hours	108.00	70831
602	494500	Sewer Maintenance	PLAWCS	Excess Volume 1/01/23-12/31/23	2,085.97	70832
101	414100	Elections	SANDSTROM, JEANETTE	Election Judge Training/Hours	132.00	70833
101	414100	Elections	SHOGREN, PATRICIA	Election Judge Training	49.00	70834
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Feb 2024	149.55	70835

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	STREICHER'S	Uniform - Kleive	170.00	70836
101	421100	Police Administration	STREICHER'S	Uniform - Hedin	249.99	70836
101	419901	City Hall & Police Building Maintenance	TODD SIGNS	Office Signs - CH Office/PD Of	450.00	70837
101	421100	Police Administration	TROY'S BP AMOCO INC	Vehicle Repair - SQD 19	431.86	70838
101	421100	Police Administration	TROY'S BP AMOCO INC	Diagnose Shake - SQD 20	74.10	70838
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 12	88.18	70838
101	422100	Fire Administration	TROY'S BP AMOCO INC	Oil Change - R4	112.96	70838
101	422100	Fire Administration	TROY'S BP AMOCO INC	Oil Change - R3	90.32	70838
101	421100	Police Administration	TROY'S BP AMOCO INC	Vehicle Repair - SQD 20	45.00	70838
101	422100	Fire Administration	TROY'S BP AMOCO INC	Oil Change - C1	83.57	70838
101	421100	Police Administration	TROY'S BP AMOCO INC	Tires - SQD 21	659.68	70838
101	422100	Fire Administration	TROY'S BP AMOCO INC	Oil Change - R1	85.32	70838
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Feb 2024 Bill Print	570.60	70839
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2024 Bill Print	570.60	70839
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2024 Bill Print	570.60	70839
101	414100	Elections	WENTZLAFF, ALISSA	Food Reimbursement - Election	63.03	70840
101	414100	Elections	WENTZLAFF, ALISSA	Mileage Reimbursement - Electi	30.08	70840
101	417200	Communications	WICKLUND, JOE	Mileage - SLC/Duluth Days	202.34	70841
101	414100	Elections	WIETMAN, KAMMI	Election Judge Training/Hours	132.00	70842
101	431100	Street Department	ZIEGLER INC	Coolant - Skid Steer	36.48	70843
101	431100	Street Department	ZIEGLER INC	Air Filter - Skid Steer	92.49	70843

Totals: 211 records printed

443,900.03



CITY COUNCIL MEETING DATE: April 1, 2024

TO: Mayor & City Council

FROM: Zachary Graves, Fire Chief

SUBJECT: Ordinance Amending and Restating Chapter 1020, Fire Code

RESOLUTION: **ORDINANCE:** 2024-05 **OTHER:**

REQUESTED ACTION

First Reading of an Ordinance amending and restating Chapter 1020 of the Fire Code.

BACKGROUND

With the hiring of a full time Fire Inspector, now is the time for the City to adopt the State Fire Code.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance

Ordinance No. 2024-__

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING AND RESTATING CHAPTER 1020, FIRE CODE,
OF THE HERMANTOWN CITY CODE**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to amend and restate Chapter 1020, Fire Code, in its entirety to accurately reflect updated statutory amendments in Chapter 1020 of the Hermantown City Code by adopting uniform fire safety standards set by the Minnesota State Fire Code. The primary purpose of the Minnesota State Fire Code is to provide minimum standards to safeguard life and limb, health, property and public welfare covered by the Hermantown Fire Code in the City of Hermantown.

Section 2. Amendment to Chapter 1020. Chapter 1020, Fire Code, is hereby amended and restated to read as shown on Exhibit A attached hereto.

Section 3. Amended and Inserted in the Code. After the restatement of Chapter 1020 made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

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

Dated the _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 1020 - Fire Code

1020.01- Scope.

~~1020.01.1. The purpose of these This Chapter establishes regulations shall be to adopt uniform fire safety standards governing the maintenance of buildings and premises; regulating the storage, use and handling of dangerous and hazardous materials, substances and processes; and regulating the maintenance of adequate egress facilities. These provisions shall be collectively adopted for the purpose of protecting the interests of the municipality as a whole against fire hazards. No inspections carried out in furtherance of this Section shall be for the purpose of assuring either the person inspected or third parties that any structure or property shall be free from all fire hazards. In particular, no inspection carried out pursuant to Section 1020.09 shall be construed as assuring that the day care center that is inspected shall be free from all fire hazards affecting or relating to structures, processes, premises and safeguards regarding all of the following:~~

~~1020.01.1 The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices.~~

~~1020.01.2 Conditions hazardous to life, property or public welfare in the occupancy of structures or premises.~~

~~1020.01.3 Fire hazards in the structure or on the premises from occupancy or operation.~~

~~1020.01.4 Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems.~~

~~1020.01.5 Conditions affecting the safety of fire fighters and emergency responders during emergency operations.~~

~~1020.01.2.01.6. This Section shall be collectively referred to as the Hermantown Fire Code.~~

~~1020.02. Minnesota State Fire Code Adopted. The Minnesota State Fire Code, established pursuant to Minnesota Administrative Rules Chapter 7511, as may be amended from time to time by the Minnesota Department of Public Safety, shall hereby be adopted as the Hermantown Fire Code for the City of Hermantown and shall be adopted into this Section, with the exception of the Optional Appendices described in Section 1020.02.1 unless specifically adopted by this Chapter.~~

1020.02.1. Optional Appendices. The following optional appendices identified in the most current edition of the Minnesota State Fire Code:

~~**1020.02.1020.02 Regulations and Standards Adopted by Reference.**~~ The following described material, one copy of each of which has been marked as the official copy and shall be on file in the office of the City Clerk, shall be hereby adopted, except as modified or amended by this section, as part of the Code:

1.1 Appendix B, Fire-Flow Requirements for Buildings.

~~**1020.02.1.**~~ 2003 Minnesota Uniform Fire Code (Uniform Fire Code);

~~**1020.02.2.**~~ 1997 National Fire Code (NFPA);

~~**1020.02.3.**~~ 1997 Life Safety Code; and

1020.02.1.2. Appendix C, Fire Hydrant Locations and Distribution.

1020.02.1.3. Appendix D, Fire Apparatus Access Roads.

~~**1020.02.1.4.**~~ 1997 Uniform Building Code (UBC). Appendix E, Hazard Categories.

1020.02.1.5. Appendix F, Hazard Ranking.

1020.02.1.6. Appendix G, Cryogenic Fluids—Weight and Volume Equivalents.

1020.02.1.7. Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions.

1020.02.1.8. Appendix I, Fire Protection Systems—Noncompliant Conditions.

1020.02.1.9. Appendix K, Construction Requirements for Existing Ambulatory Care Facilities.

1020.02.1.10. Appendix N, Indoor Trade Shows and Exhibitions.

1020.02.1.11. Appendix O, Fires or Barbecues on Balconies or Patios.

1020.03. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1020.03.1. “City Council” shall mean the City Council of the City.

1020.03.2. “Code” shall mean the Hermantown Fire Code.

1020.03.3. “Corporation counsel” shall mean the attorney for the City.

1020.03.4.- “Fire Chief” or “Chief” shall mean the Fire Chief of the Fire Department serving the City.

1020.03.5. “Jurisdiction” shall mean the City.

1020.04. Enforcement.

1020.04.1.- The Fire Chief or his or her duly authorized representative shall enforce the provisions of the ~~Hermantown Fire~~ Code.

1020.04.2.- The Fire Chief may designate such members of the Fire Department serving the City as ~~inspectors part of the Fire and Life Safety Division~~ as shall from time to time be necessary. The designation shall be confirmed by the City Council. ~~The Chief may recommend to the~~ The City Council the employment of Building Official is hereby designated as a technical ~~inspectors. Upon authorization officer. During the course of the duties as technical officer, the City Building Official may encounter fire and life safety deficiencies regulated by the City Council, the technical inspectors Code. The City Building Official is authorized to make initial inspections and issue deficiency corrective actions pursuant to the Code and shall be selected through an examination to determine their fitness for the position. The examination shall be open refer such matters to members and nonmembers of the~~ the Fire Chief. The City Building Official is also authorized to assist the Fire Department, ~~and appointments made by the Fire Chief and confirmed by the City Council shall be under with investigations to advise on the terms and conditions as specified in a written contract entered into at the time~~ structural soundness and fire and life safety capabilities of the appointment a structure.

1020.04.3.- All fees for permits required under the ~~Uniform Minnesota State~~ Fire Code, ~~the NFPA Code or~~ or any regulations of the State Fire Marshal that are adopted by this Section shall be collected by the City Clerk and deposited in the general fund of the City.

1020.04.4. ~~All occupancies requesting a temporary change to occupancy type and/or load shall apply for a temporary use permit. All temporary use permits shall require a Fire and Life Safety Division visit by a Fire Department designee.~~

~~1020~~-04.5. All permits issued under this Section shall be valid for such period ~~as shall be~~ designated on the permit.

1020.05. Bulk Storage of Liquefied Petroleum Gases.

1020.05.1- Bulk ~~Storage. New bulk~~ storage of facilities for liquefied petroleum gas shall ~~be allowed in comply with~~ the City only in M1 and M2 Zone Districts and only if

~~the property on which the facility is to be located shall abut on and shall be served by an adequate water supply for fire protection.~~National Fire =

~~1020.05.2~~ Protection ~~of Outside Above Ground Storage Tanks.~~Association, Liquefied Petroleum Gas Code (NFPA 58) and Minnesota Rules Chapter 7511.6012.

~~1020.05.2.1.~~ Storage tanks containing liquefied petroleum gases located within 25 feet of any driveway, parking lot or other area where motor vehicles may be driven shall be protected by a fenced enclosure. The fenced enclosure shall be located at least 24 inches from all sides of the storage tank and be constructed of noncombustible material at least 60 inches high, have an access gate not less than 36 inches wide and be posted with no smoking signs on all sides. Prior to the erection of the enclosure, the Fire Chief shall determine the suitability of the material proposed to be used for the construction of the enclosure and shall advise the owner of the property of his or her determination in writing.

~~1020.05.2.2.~~ Storage tanks containing liquefied petroleum gases located within ten feet of any driveway, parking lot or other area where motor vehicles may be driven shall be protected by guardrails of sufficient strength to withstand impact from a motor vehicle. The guardrail shall be located on all sides of the storage tank that could be struck by a motor vehicle. Prior to the erection of the guardrail, the Fire Chief shall determine the suitability of the materials proposed to be used for the construction of the guardrail and shall advise the owner of the property of his or her determination in writing.

~~1020.05.2.3.~~ All storage tanks containing liquefied petroleum gases shall be placed on reinforced concrete pads. The area of the concrete pad and an area 24 inches on each side of the pad shall be kept free of all vegetation and combustible material.

~~1020.05.2.4.~~ Alternate methods of protecting storage tanks containing liquefied petroleum gases may be approved by the Fire Chief provided that the alternate method shall provide the same degree of protection to the tanks as shall be provided by the methods prescribed by this section.

~~1020.05.2.5.~~ The provisions of this Section shall be applicable to all installations of storage tanks containing liquefied petroleum gases in the City. Installations in place on the effective date of this Section shall meet the requirements of this Section within six months of the effective date of the enactment of this code.

1020.06 Establishment of Districts.

~~1020.06.1.~~ With respect to the limits referred to in Section 3401 of the Uniform Fire Code, storage of flammable or combustible liquids in outside above ground tanks shall

be allowed only in M1 and M2 Zone Districts, and only if the property on which the tanks are to be located shall be served by an adequate water supply for fire protection.

~~1020.06.2.~~ With respect to the limits referred to in Section 3402 of the Uniform Fire Code, new bulk plants for flammable or combustible liquids shall be allowed only in M1 and M2 Zone Districts, and only if the property on which the plants are to be located shall be served by an adequate water supply for fire protection.

~~1020.07 Removal of Abandoned Underground Storage Tanks.~~

~~1020.07.1.~~ Any underground combustible liquid storage tank that has not been used for a period of one year shall be removed from the ground by the owner of the property within which the tank is located and the hole resulting from the removal properly filled within 30 days of a written order from the Fire Chief to the owner of the property directing that the tank be removed from the ground. For purposes of this section, the owner of the property shall be as shown on the most recent records of the St. Louis County Auditor.;

~~1020.07.2.~~ The removal of any tank ordered to be removed by the Fire Chief pursuant to this Section shall be accomplished in a manner approved by the Fire Chief. The Fire Chief shall, without limiting the generality of the foregoing, require:

~~1020.07.2.1.~~ That all flammable or combustible liquids be removed from the tank and from any connecting lines prior to the removal of the tank from the ground;

~~1020.07.2.2.~~ That all piping be disconnected at all tank openings;

~~1020.07.2.3.~~ That all connecting lines which are not to be used further be removed from the ground;

~~1020.07.2.4.~~ That all tank openings be capped or plugged;

~~1020.07.2.5.~~ That the tank shall be freed from gas vapors after its removal from the ground either on the property from which it is removed, if it can be safely done at that location, or at such other location that the Fire Chief determines that it would be safe to free the tank from the gas vapors; and

~~1020.07.2.6.~~ That any tank removed from the ground that is to be disposed of as junk be tested for flammable vapors, and if necessary, rendered gas free and a sufficient number of holes or openings be made in the tank to make it unfit for further use as a combustible liquid storage tank.

1020.08 Hydrants on Industrial, Commercial or Multi-Residential Property.

~~1020.0806.1.~~ Installation of fire hydrants shall be required on all property in zone districts allowing industrial, commercial and multiple residential uses that abut on and is served by a City waterline. The number and location of fire hydrants shall be determined in accordance with the ~~Uniform Fire Code, and with related sections of the NFPA Code, subject to the following:~~ Code.

~~1020.08.1.1.~~ There shall be fire hydrants placed at 300-foot intervals along the street right-of-way.

~~1020.08.1.2.~~ Additional hydrants shall be located in such a manner that the maximum length of hose line from any hydrant shall be 300 feet. Upon approval of fire protection plans and certified fire flow data, the Fire Chief may authorize a maximum hose line length of up to 500 feet.

~~1020.08.1.3.~~ For Group R-3 and Group U occupancies, the maximum hose length of hose line from any hydrant shall be 250 feet.

~~1020.08.1.4.~~ For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the Uniform Fire Code, the maximum hose length of hose line from any hydrant shall be 250 feet.

~~1020.08.2.~~ 1020.06.2. Duly authorized officers of the City may enter upon private property for the purpose of operating and maintaining fire hydrants.

~~1020.09 Day-Care Centers.~~

~~1020.09.1 Definitions.~~ For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~1020.09.1.1.~~ “Child” shall mean a person under 14 years of age.

~~1020.09.1.2.~~ “Day-care center” shall mean a licensed family day-care home, a licensed group family day-care program and a licensed group day-care center as those terms are defined in regulations DPW 2 and DPW 3 of the Minnesota Department of Welfare, as they may be amended from time to time.

~~1020.09.2 Inspections.~~

~~1020.09.2.1.~~ All day-care centers in the City shall be inspected by the Fire Chief or his or her designated representative upon the establishment of the day-care center and each year thereafter to determine whether the requirements of this Section shall be met. The operators of the day-care centers shall allow the

inspections to be made at reasonable times by the Fire Chief or his or her designated representatives.

~~1020.09.2.2. Day care centers in existence on the effective date of this Section shall be inspected within three months of the effective date of this Section by the Fire Chief or his or her designated representative, and annually thereafter. The operators of the day care centers shall allow the inspections to be made at reasonable times by the Chief or his or her designated representative.~~

~~1020.09.3 Reports of Inspectors.~~

~~1020.09.3.1. The Fire Chief or his or her designated representative shall provide the operators of the inspected day care center with a duplicate copy of the day care inspection format completed as appropriate to show where the day care center meets the minimal code provisions as well as where the day care center shall not meet minimal code requirements.~~

~~1020.09.3.2. The Fire Chief or his or her designated representative shall conduct exit interviews at the inspected day care center at the conclusion of every inspection to alert the operators of the day care center to problems discovered in the inspection. The exit interview shall inform the operator of the day care center of any violations of the Hermantown Fire Code that are discovered, the remedial measures to be taken by the operator to correct the violations and the time period in which the violations shall be corrected.~~

~~1020.09.3.3. The Fire Chief or his or her designated representative shall transpose all appropriate information to the appropriate State Fire Marshal standard inspection form and prepare an exit interview report form. A copy of the exit interview report form shall be signed by the Fire Chief or his or her designated representative and the operator of the day care center and a copy given to the operator of the day care center at the time of the exit interview.~~

~~1020.09.3.4. The Fire Chief or his or her designated representative shall thereafter transmit all pertinent information to the State Fire Marshal and the St. Louis County Social Services Department for further processing and filing. The State Department of Public Welfare and the St. Louis County Social Services Department shall be furnished a copy of the inspection form describing any violations of the Hermantown Fire Code that are discovered.~~

~~1020.09.4 Re-inspection. Upon the expiration of the time period for correcting any violations that are discovered, the Fire Chief or his or her designated representative shall re-inspect the premises of the day care center to determine whether the recommended remedial measures have been taken. A report of the determination of the Fire Chief or his or her designated representative shall be given to the operator of the day care center, the St. Louis County Social Services Department, the State Fire Marshal and the State Department of Public Welfare.~~

~~**1020.09.5 Enforcement.** Notwithstanding anything to the contrary contained in this section, the enforcement of the provisions of the Hermantown Fire Code with respect to day care centers shall be the ultimate responsibility of the State Department of Public Welfare and not the City. The Fire Chief or his or her designated representative shall refer any enforcement action against any day care center to the State Department of Public Welfare.~~

~~**1020.09A Fire Prevention Division.** There shall be hereby continued for and within the government of the City a Fire Prevention Division. The Fire Prevention Division shall be responsible for fire prevention duties including, but not limited to, Code enforcement, conduct of fire inspections, public relations or public information work, fire investigation, the keeping of fire records and any other activity that may have as its ultimate purpose the prevention of fire and the reduction of life and property losses from fire. The Fire Chief and the inspectors designated shall be members of and shall constitute the Fire Prevention Division.~~

~~**1020.10 Fire Code Appeal Board.**~~

~~**1020.10.1.** A Fire Code Appeal Board shall be hereby continued. The Board shall consist of five members to be appointed by resolution of the City Council. Members shall be appointed to serve for two years and thereafter until their successors are duly appointed and qualified. The City Attorney shall act as legal advisor to the Board. Any vacancy occurring in the membership of the Board shall be filled, for the unexpired term only, by resolution of the City Council.~~

~~**1020.10.2.** The members of the Fire Code Appeal Board shall reside in and be registered voters of the City and shall elect from among the appointed members a chairperson. One member shall be a member of the Planning and Zoning Commission of the City; one a member of the Board of Appeals and Adjustments of the City; one a member of the City Council of the City and two members shall be citizens experienced in real estate and/or the building trades. The members of the Board shall serve without pay.~~

~~**1020.10.3.** The Board shall meet at stated intervals, fixed by resolution of the Board, or at the call of the chairperson or of any two members of the Board.~~

~~**1020.10.4.** The Board shall adopt reasonable rules and regulations for the conduct of its business. It shall render any decisions and findings in writing to the Fire Chief with one duplicate copy to the appellant and another duplicate copy to the State Fire Marshal within 15 days of the decision.~~

~~**1020.10.5.** In special cases the Fire Code Appeal Board may interpret the provisions of the Hermantown Fire Code if it appears that the provisions shall not definitely cover the problem raised.~~

~~1020.10.6. On appeal or by request of the Fire Chief, the Fire Code Appeal Board may determine the appropriateness of alternate methods of construction or the use of alternate materials not specifically prescribed by the Hermantown Fire Code. The Board shall approve the method of construction or material only if reasonable proof shall be presented that the method or material shall be at least equivalent to Hermantown Fire Code standards in quality, strength, effectiveness, durability, fire resistance and safety.~~

~~1020.10.7. Upon any appeal being brought pursuant to Section 1020.11, the Board shall fix a day of hearing on the appeal and shall give written notice thereof, by mail or personal service, to the party bringing the appeal.~~

~~1020.10.8. The Fire Code Appeal Board shall make its decision on any matters properly presented to it by resolution adopted by the majority vote of all of the members voting thereon. The resolution of the Board in each such case shall describe the conditions under which relief shall be granted or variation permitted, and a complete report of the hearing held thereon by the Board, together with a copy of its resolution, shall be submitted to the City Council in each such instance for confirmation or disapproval. No such variation shall become effective unless confirmed by the City Council.~~

~~If and when any decision of the Board granting a variation is confirmed by the City Council, the variation so permitted shall apply to all buildings, installations or conditions where the facts are substantially the same as the facts relied upon by it to make its determination. A properly indexed record of all such variations permitted by decision of the Board, which shall be confirmed by the City Council, shall be kept in the office of the Fire Chief and open to public inspection.~~

~~1020.10.9. In cases where relief is denied or variation refused by the Board, a complete report of the hearing held thereon by the Board reciting its decision shall be submitted to the City Council in each instance. The City Council may at any time request that the chairperson of the Fire Code Appeal Board, or any member thereof selected by the chairperson, appear before the City Council to further explain the reasons for the action of the Board in any case.~~

~~1020.10.10. No member of the Fire Code Appeal Board shall pass upon any question in which he or she shall be personally interested.~~

~~1020.11 Appeals.~~

~~1020.11.1. Any person affected by any decision of the Fire Chief which is related to or made pursuant to this Section or the code may appeal therefrom to the Fire Code Appeal Board established by Section 1020.10. An appeal may be taken by the affected party serving the Fire Chief with written notice of intention to appeal the Fire Chief's decision within ten days after the affected party received knowledge or notice of the decision.~~

~~1020.11.2. The notice of appeal shall contain a complete statement of the matter in controversy, and, if from a refusal of a permit for use of alternate materials or type of construction, shall contain a guarantee of payment of all expenses of any tests made or ordered by the Fire Code Appeal Board. The notice shall be accompanied by a fee as set by the Fee Schedule, as it may be amended from time to time to be retained by the City.~~

~~1020.11.3. Any such appeal shall be subject to and shall be conducted in accordance with the provisions of Section 1020.10.~~

~~1020.11.4. A copy of any decision or finding of the Board relative to any appeal made pursuant to this Section shall be provided to the Fire Chief by the Board.~~

~~1020.12 **New Materials, Processes or Occupancies; Permits.** The Building Official, the Fire Chief and the Fire Inspector of the City shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require fire protection permits under the Hermantown Fire Code, in addition to those now enumerated in the Minnesota Uniform Fire Code or the NFPA Code. The Fire Chief shall post a list of the additional permits required in a conspicuous place in his or her office and distribute copies thereof to interested persons.~~

1020.13 07. Severability. In the event any clause or provision of this Section shall be determined to be illegal or unconstitutional, the determination shall not affect the validity of the remaining provisions of this section.

1020.14 08. Limitation of Liability. The City, the Fire Chief or his or her designated representative, and any employee charged with the enforcement of this section, shall not be liable for any damage that may occur to persons or property as a result of any act required of the Fire Chief, his or her designated representative or any employee herein or by reason of any act or omission of the Fire Chief, his or her designated representative or any such employee.

1020.15 09. Violations; Penalties.

~~1020.15.1. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions as provided this section.~~

~~1020.15.2. 1020.09.2.~~ When a person fails to eliminate a fire hazard as ordered by the Fire Chief, the Fire Chief may eliminate the hazard. Every person who fails to obey such an order shall be individually liable for the cost incurred by the ChiefCity in eliminating the hazard.

~~1020.1509.3.-~~ Where the Fire Chief eliminates such a hazard, the City shall have a lien upon the real property upon which the fire hazard existed, and upon the personal property which constituted the fire hazard.

~~1020.1509.4.-~~ The lien shall be in the amount of the cost of eliminating the hazard and shall attach to real property when a statement of claim therefrom is filed for record

with the County Recorder or Registrar of Titles of St. Louis County. The lien shall attach to personal property when a statement of the claim therefor is filed for record with the City Clerk.

1020.1509.5. It is further unlawful to give or make or cause to be given or made, an alarm of a fire without probable cause, or to neglect or refuse to obey any reasonable order of the Fire Chief or the Incident Commander at a fire, or to interfere with the Fire Department in the discharge of its duties.

~~1020.16 Fires or Barbecues on Balconies or Patios.~~

~~**1020.16.1.** In any structure containing two or more dwelling units, no person shall kindle, maintain, or cause any fire or open flame on (i) any balcony above ground level, or (ii) on any ground floor patio within 15 feet of the structure.~~

~~**1020.16.2.** No person shall store or use any fuel, barbecue, torch, or other similar heating or lighting chemical or device on (i) any balcony above ground level, or (ii) on any ground floor patio within 15 feet of the structure.~~

~~**1020.16.3.** Electrical or gas-fired barbecue grills that are permanently mounted and plumbed or wired to the building's gas supply or electrical system, and that maintain a minimum clearance of 18 inches on all sides, unless listed for lesser clearances, may be installed on balconies and patios when approved by the Fire Chief.~~

Ordinance No. 2024-__

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING AND RESTATING CHAPTER 1020, FIRE CODE,
OF THE HERMANTOWN CITY CODE**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to amend and restate Chapter 1020, Fire Code, in its entirety to accurately reflect updated statutory amendments in Chapter 1020 of the Hermantown City Code by adopting uniform fire safety standards set by the Minnesota State Fire Code. The primary purpose of the Minnesota State Fire Code is to provide minimum standards to safeguard life and limb, health, property and public welfare covered by the Hermantown Fire Code in the City of Hermantown.

Section 2. Amendment to Chapter 1020. Chapter 1020, Fire Code, is hereby amended and restated to read as shown on Exhibit A attached hereto.

Section 3. Amended and Inserted in the Code. After the restatement of Chapter 1020 made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

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

Dated the _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 1020 - Fire Code

1020.01. Scope. This Chapter establishes regulations affecting or relating to structures, processes, premises and safeguards regarding all of the following:

1020.01.1 The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices.

1020.01.2 Conditions hazardous to life, property or public welfare in the occupancy of structures or premises.

1020.01.3 Fire hazards in the structure or on the premises from occupancy or operation.

1020.01.4 Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems.

1020.01.5 Conditions affecting the safety of fire fighters and emergency responders during emergency operations.

1020.01.6. This Section shall be collectively referred to as the Hermantown Fire Code.

1020.02. Minnesota State Fire Code Adopted. The Minnesota State Fire Code, established pursuant to Minnesota Administrative Rules Chapter 7511, as may be amended from time to time by the Minnesota Department of Public Safety, shall hereby be adopted as the Hermantown Fire Code for the City of Hermantown and shall be adopted into this Section, with the exception of the Optional Appendices described in Section 1020.02.1 unless specifically adopted by this Chapter.

1020.02.1. Optional Appendices. The following optional appendices identified in the most current edition of the Minnesota State Fire Code:

1020.02.1.1 Appendix B, Fire-Flow Requirements for Buildings.

1020.02.1.2. Appendix C, Fire Hydrant Locations and Distribution.

1020.02.1.3. Appendix D, Fire Apparatus Access Roads.

1020.02.1.4. Appendix E, Hazard Categories.

1020.02.1.5. Appendix F, Hazard Ranking.

1020.02.1.6. Appendix G, Cryogenic Fluids—Weight and Volume Equivalents.

1020.02.1.7. Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions.

1020.02.1.8. Appendix I, Fire Protection Systems—Noncompliant Conditions.

1020.02.1.9. Appendix K, Construction Requirements for Existing Ambulatory Care Facilities.

1020.02.1.10. Appendix N, Indoor Trade Shows and Exhibitions.

1020.02.1.11. Appendix O, Fires or Barbecues on Balconies or Patios.

1020.03. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1020.03.1. “City Council” shall mean the City Council of the City.

1020.03.2. “Code” shall mean the Hermantown Fire Code.

1020.03.3. “Corporation counsel” shall mean the attorney for the City.

1020.03.4. “Fire Chief” or “Chief” shall mean the Fire Chief of the Fire Department serving the City.

1020.03.5. “Jurisdiction” shall mean the City.

1020.04. Enforcement.

1020.04.1. The Fire Chief or his or her duly authorized representative shall enforce the provisions of the Code.

1020.04.2. The Fire Chief may designate such members of the Fire Department serving the City as part of the Fire and Life Safety Division as shall from time to time be necessary. The designation shall be confirmed by the City Council. The City Building Official is hereby designated as a technical officer. During the course of the duties as technical officer, the City Building Official may encounter fire and life safety deficiencies regulated by the Code. The City Building Official is authorized to make initial inspections and issue deficiency corrective actions pursuant to the Code and shall refer such matters to the Fire Chief. The City Building Official is also authorized to assist the Fire Department with investigations to advise on the structural soundness and fire and life safety capabilities of a structure.

1020.04.3. All fees for permits required under the Minnesota State Fire Code or any regulations of the State Fire Marshal that are adopted by this Section shall be collected by the City Clerk and deposited in the general fund of the City.

1020.04.4. All occupancies requesting a temporary change to occupancy type and/or load shall apply for a temporary use permit. All temporary use permits shall require a Fire and Life Safety Division visit by a Fire Department designee.

1020.04.5. All permits issued under this Section shall be valid for such period designated on the permit.

1020.05. Bulk Storage of Liquefied Petroleum Gases.

1020.05.1 Bulk storage of facilities for liquefied petroleum gas shall comply with the National Fire Protection Association, Liquefied Petroleum Gas Code (NFPA 58) and Minnesota Rules Chapter 7511.6012.

1020.06. Hydrants on Industrial, Commercial or Multi-Residential Property.

1020.06.1. Installation of fire hydrants shall be required on all property in zone districts allowing industrial, commercial and multiple residential uses that abut on and is served by a City waterline. The number and location of fire hydrants shall be determined in accordance with the Code.

1020.06.2. Duly authorized officers of the City may enter upon private property for the purpose of operating and maintaining fire hydrants.

1020.07. Severability. In the event any clause or provision of this Section shall be determined to be illegal or unconstitutional, the determination shall not affect the validity of the remaining provisions of this section.

1020.08. Limitation of Liability. The City, the Fire Chief or his or her designated representative, and any employee charged with the enforcement of this section, shall not be liable for any damage that may occur to persons or property as a result of any act required of the Fire Chief, his or her designated representative or any employee herein or by reason of any act or omission of the Fire Chief, his or her designated representative or any such employee.

1020.09. Violations.

1020.09.2. When a person fails to eliminate a fire hazard as ordered by the Fire Chief, the Fire Chief may eliminate the hazard. Every person who fails to obey such an order shall be individually liable for the cost incurred by the City in eliminating the hazard.

1020.09.3. Where the Fire Chief eliminates such a hazard, the City shall have a lien upon the real property upon which the fire hazard existed, and upon the personal property which constituted the fire hazard.

1020.09.4. The lien shall be in the amount of the cost of eliminating the hazard and shall attach to real property when a statement of claim therefrom is filed for record with the County Recorder or Registrar of Titles of St. Louis County. The lien shall attach to personal property when a statement of the claim therefor is filed for record with the City Clerk.

1020.09.5. It is further unlawful to give or make or cause to be given or made, an alarm of a fire without probable cause, or to neglect or refuse to obey any reasonable order of the Fire Chief or the Incident Commander at a fire, or to interfere with the Fire Department in the discharge of its duties.



332 West Superior Street
Suite 600
Duluth, MN 55803

P (218) 722-3915
T (866) 452-9454
F (218) 722-4548

www.msa-ps.com

March 27, 2024

John Mulder – City Administrator
City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811

Re: Change Order #18 & Pay Application #8
SP 202-101-014, SP 202-104-012
Ugstad Rd & Arrowhead Rd Improvements

Dear Mr. Mulder,

Enclosed is the following document recommended for approval at the next council meeting.

1. Change Order #18 detailing the monetary deduction applied to the contract for Select Granular Embankment Mod 7% material not meeting gradation specifications. The monetary deduction was applied after consultation with MnDOT Grading and Base office.
2. Pay Application #8 in the amount of \$12,530.70 to Ulland Brothers, Inc, the project prime contractor. This amount is for:
 - a. The final quantity of Select Granular Embankment Mod 7% material remaining after the monetary deduct was applied.
 - b. The project is substantially complete with a few remaining punchlist items to be completed this spring. Value of retainage withheld still exceeds value of work left to complete.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "James A. Watters", written in a cursive style.

James Watters, PE
Project Manager

Resolution No. 2024-37

Resolution Approving Pay Request Number 8 For Road Improvement District 534 To Ulland Brothers, Inc In The Amount Of \$12,530.70

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.8 in the amount of \$12,530.70 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. 8 and determined the project is substantially complete with a few remaining punch list items to be completed this spring. Value of retainage withheld still exceeds value of work left to complete.

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. 8 is hereby approved.
2. The City is hereby authorized and directed to pay to Ulland Brothers Inc the sum of \$12,530.70 which is the amount represented on Pay Request No. 8.

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 April 1, 2024.



Contractor's Application for Payment No.

8

To (Owner): City of Hermantown	Application Period: 1/29/2024 to 3/21/2024	Application Date: 3/21/2024
Project: UGSTAD RD & W ARROWHEAD RD IMPROVEMENTS S.P. 202-101-014 & S.P. 202-104-012	From (Contractor): Ulland Brothers Inc.	Via (Engineer): MSA Professional Services, Inc.
Owner's Contract No.:	Contract: SP 202-101-014, 202-104-012	Engineer's Project No.: 7994015
	Contractor's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$0.00	
2	\$6,625.00	
3	\$45,123.20	
4	\$0.00	
5	\$11,068.20	
6	\$0.00	
7	\$9,308.60	
8	\$74,550.00	
9	\$3,312.00	
10	\$60,085.20	
11	\$4,650.00	
12	\$18,070.08	
13	\$3,723.20	
14	\$21,556.00	
15	\$2,574.00	
16	\$1,258.00	
17	\$16,416.00	
18		\$12,924.00
TOTALS	\$ 278,319.48	\$ 12,924.00
NET CHANGE BY CHANGE ORDERS	\$	265,395.48


1. ORIGINAL CONTRACT PRICE	\$	\$4,198,170.00
2. Net change by Change Orders	\$	\$265,395.48
3. Current Contract Price (Line 1 + 2)	\$	\$4,463,565.48
4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates)	\$	\$4,566,235.66
5. RETAINAGE:		
a. 2.5% X \$4,566,235.66 Work Completed	\$	\$114,155.89
b. 0% X \$0.00 Stored Material	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$114,155.89
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$4,452,079.76
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$4,439,549.06
8. AMOUNT DUE THIS APPLICATION	\$	\$12,530.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Column [G for LS] or [J for UP] total on Progress Estimates + Line 5.c above)	\$	\$11,485.72

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

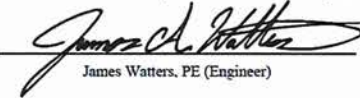
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

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

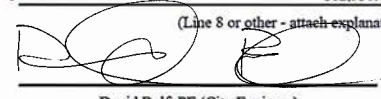
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By:  Date: 3/21/2024

Payment of: \$ 12,530.70
(Line 8 or other - attach explanation of the other amount)

is recommended by:  03/21/2024
James Watters, PE (Engineer) (Date)

Payment of: \$ 12,530.70
(Line 8 or other - attach explanation of the other amount)

is approved by:  3/26/24
David Bolf, PE (City Engineer) (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SP 202-101-014, 202-104-012												Application Number: 8			
Application Period: 1/29/2024 to 3/21/2024												Application Date: 3/21/2024			
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	1		\$0.00	1	\$1,600.00	\$0.00	\$1,600.00	100.0%	\$0.00
3		REMOVE CASTING	50	EACH	\$100.00	\$5,000.00	50		\$0.00	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	67		\$0.00	67	\$8,710.00	\$0.00	\$8,710.00	115.5%	-\$1,170.00
6		REMOVE SIGN TYPE C	113	EACH	\$50.00	\$5,650.00	113		\$0.00	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		\$0.00	20	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
9		REMOVE BITUMINOUS CURB	605	LN 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	LN FT	\$2.70	\$31,525.20	11898		\$0.00	11898	\$32,124.60	\$0.00	\$32,124.60	101.9%	-\$599.40
11		REMOVE PIPE CULVERTS	70	LN 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	LN 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	19555		\$0.00	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	4398		\$0.00	4398	\$48,378.00	\$0.00	\$48,378.00	118.1%	-\$7,403.00
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	1074	\$25,776.00	7165	\$171,960.00	\$0.00	\$171,960.00	100.0%	\$0.00
19		HAUL & DISPOSE OF CONTAMINATED SOIL	25	CU YD	\$105.00	\$2,625.00	0		\$0.00	0	\$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	17343		\$0.00	17343	\$55,497.60	\$0.00	\$55,497.60	99.6%	\$198.40
21		STREET SWEEPER (WITH PICKUP BROOM)	150	HOURL	\$205.00	\$30,750.00	92		\$0.00	92	\$18,860.00	\$0.00	\$18,860.00	61.3%	\$11,890.00
22		AGGREGATE BASE (CV) CLASS 5 (P)	7.545	CU YD	\$41.00	\$309,345.00	7545		\$0.00	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	268		\$0.00	268	\$25,412.50	\$0.00	\$25,412.50	100.9%	-\$237.50
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	557		\$0.00	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	305		\$0.00	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	6810		\$0.00	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	3980		\$0.00	3980	\$382,080.00	\$0.00	\$382,080.00	211.1%	-\$201,120.00
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	LN 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	LN 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	LN 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	LN 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	LN 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	LN 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	LN 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	LN 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	19		\$0.00	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		\$0.00	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: 8				
Application Period: 1/29/2024 to 3/21/2024											Application Date: 3/21/2024				
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	50		\$0.00	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	39		\$0.00	39	\$2,656.50	\$0.00	\$2,656.50	63.1%	\$1,552.50
60		4" CONCRETE WALK	57,662	SQ FT	\$4.90	\$282,543.80	60732		\$0.00	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	5554		\$0.00	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	592		\$0.00	592	\$5,032.00	\$0.00	\$5,032.00	106.5%	-\$306.00
63		CONCRETE CURB AND GUTTER DESIGN S524	16,169	LN FT	\$20.90	\$337,932.10	16594		\$0.00	16594	\$346,804.15	\$0.00	\$346,804.15	102.6%	-\$8,872.05
64		6" CONCRETE DRIVEWAY PAVEMENT	747	SQ YD	\$95.00	\$70,965.00	836		\$0.00	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	426		\$0.00	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		\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$2,580.00
68		MAIL BOX SUPPORT	58	EACH	\$205.00	\$11,890.00	67		\$0.00	67	\$13,735.00	\$0.00	\$13,735.00	115.5%	-\$1,845.00
69		TRAFFIC CONTROL	1	LUMP SUM	\$28,900.00	\$28,900.00	1.00		\$0.00	1.00	\$28,900.00	\$0.00	\$28,900.00	100.0%	\$0.00
70		INSTALL SIGN TYPE C	16	EACH	\$250.00	\$4,000.00	16		\$0.00	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	279		\$0.00	279	\$26,736.00	\$0.00	\$26,736.00	107.1%	-\$1,776.00
72		FLASHING BEACON SYSTEM	4	SYS	\$8,750.00	\$35,000.00	4		\$0.00	4	\$35,000.00	\$0.00	\$35,000.00	100.0%	\$0.00
73		PEDESTRIAN CROSSWALK FLASHER SYSTEM	4	SYS	\$9,100.00	\$36,400.00	6		\$0.00	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		\$0.00	0	\$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	LN 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	1346		\$0.00	1346	\$52,494.00	\$0.00	\$52,494.00	110.9%	-\$5,148.00
78		FERTILIZER TYPE 3	802	LBS	\$1.00	\$802.00	509		\$0.00	509	\$509.00	\$0.00	\$509.00	63.5%	\$293.00
79		SODDING TYPE LAWN	1,915	SQ YD	\$12.20	\$23,363.00	2445		\$0.00	2445	\$29,829.00	\$0.00	\$29,829.00	127.7%	-\$6,466.00
80		ROLLED EROSION PREVENTION CATEGORY 25	10,610	SQ YD	\$2.05	\$21,750.50	12275		\$0.00	12275	\$25,163.75	\$0.00	\$25,163.75	115.7%	-\$3,413.25
81		SEEDING	2	ACRE	\$550.00	\$1,320.00	2.54		\$0.00	2.54	\$1,397.00	\$0.00	\$1,397.00	105.8%	-\$77.00
82		SEED MIXTURE 25-141	173	LBS	\$10.00	\$1,730.00	151		\$0.00	151	\$1,505.00	\$0.00	\$1,505.00	87.0%	\$225.00
83		INTERIM PAVEMENT MARKING	27,210	LN FT	\$0.30	\$8,163.00	14403		\$0.00	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	LN FT	\$1.05	\$13,655.25	12265		\$0.00	12265	\$12,878.25	\$0.00	\$12,878.25	94.3%	\$777.00
85		4" SOLID LINE MULTI-COMPONENT GROUND IN	26,159	LN FT	\$0.55	\$14,387.45	24420		\$0.00	24420	\$13,430.73	\$0.00	\$13,430.73	93.4%	\$956.73
86		12" SOLID LINE MULTI-COMPONENT GROUND IN	210	LN FT	\$12.30	\$2,583.00	251		\$0.00	251	\$3,087.30	\$0.00	\$3,087.30	119.5%	-\$504.30
87		24" SOLID LINE MULTI-COMPONENT GROUND IN	110	LN FT	\$13.20	\$1,452.00	148		\$0.00	148	\$1,953.60	\$0.00	\$1,953.60	134.5%	-\$501.60
88		4" BROKEN LINE MULTI-COMPONENT GROUND IN	160	LN FT	\$0.55	\$88.00	834		\$0.00	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		\$0.00	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		\$0.00	656	\$8,068.80	\$0.00	\$8,068.80	100.0%	\$0.00
Contract Totals						\$4,198,170.00			\$25,776.00		\$4,301,178.23	\$0.00	\$4,301,178.23	102.5%	-\$103,008.22

CHANGE ORDERS

1		SEDIMENT CONTROL LOG TYPE WOOD FIBER				\$ -			\$0.00						\$0.00
2		SAWING BIT PAVEMENT	5,300	LN 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	LN 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: 8								
Application Period: 1/29/2024 to 3/21/2024											Application Date: 3/21/2024								
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		\$0.00	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		\$0.00	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		\$0.00	708	\$3,681.60	\$0.00	\$3,681.60	68.1%	\$1,726.40				
		CONCRETE CURB & GUTTER DESIGN 5524	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		\$0.00	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	\$177.28	\$ 1,950.08	11		\$0.00	11	\$1,950.08	\$0.00	\$1,950.08	100.0%	\$0.00				
13		30" RC PIPE CULVERT EXTENSION				\$ -			\$0.00		\$0.00		\$0.00		\$0.00				
		TRACTOR MOUNTED BACKHOE(245)	5	HOUR	\$187.00	\$ 935.00	5		\$0.00	5	\$935.00	\$0.00	\$935.00	100.0%	\$0.00				
		COMMON LABORERS	8	HOUR	\$93.00	\$ 744.00	8		\$0.00	8	\$744.00	\$0.00	\$744.00	100.0%	\$0.00				
		MACHINE TIME (DELIVERY OF PIPE)	2	HOUR	\$234.00	\$ 468.00	2		\$0.00	2	\$468.00	\$0.00	\$468.00	100.0%	\$0.00				
		TRACTOR MOUNTED BACKHOE(345)	3	HOUR	\$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	HOUR	\$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		\$0.00	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		\$0.00	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	HOUR	\$87.00	\$ 1,914.00	22		\$0.00	22	\$1,914.00	\$0.00	\$1,914.00	100.0%	\$0.00				
		TRACTOR MOUNTED BACKHOE	4	HOUR	\$165.00	\$ 660.00	4		\$0.00	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	HOUR	\$148.00	\$ 1,258.00	9		\$0.00	9	\$1,258.00	\$0.00	\$1,258.00	100.0%	\$0.00				
17		BITUMINOUS PAVEMENT DENSITY INCENTIVES				\$ -			\$0.00		\$0.00		\$0.00		\$0.00				
		SP 202-101-014 - UGSTAD RD	1	LUMP SUM	\$13,101.74	\$ 13,101.74	1		\$0.00	1	\$13,101.74	\$0.00	\$13,101.74	100.0%	\$0.00				
		SP 202-104-012 - ARROWHEAD RD	1	LUMP SUM	\$3,314.26	\$ 3,314.26	1		\$0.00	1	\$3,314.26	\$0.00	\$3,314.26	100.0%	\$0.00				
18		SELECT GRANULAR EMBANKMENT MOD 7% (CV) DEDUCT				\$ -			\$0.00		\$0.00		\$0.00		\$0.00				
		SP 202-101-014 - UGSTAD RD	-538.5	CU YD	\$24.00	\$ (12,924.00)	0		-\$38.5	-538.5	-\$12,924.00		-\$12,924.00						
Change Order Totals						\$265,395.48			-\$12,924.00		\$265,057.43	\$0.00	\$265,057.43	99.9%	\$338.05				

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SP 202-101-014, 202-104-012										Application Number: 8					
Application Period: 1/29/2024 to 3/21/2024										Application Date: 3/21/2024					
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
TOTALS						\$4,463,565.48			\$12,852.00		\$4,566,235.66	\$0.00	\$4,566,235.66	102.3%	-\$102,670.17



332 West Superior Street
Suite 600
Duluth, MN 55803

P (218) 722-3915
T (866) 452-9454
F (218) 722-4548

www.msa-ps.com

March 27, 2024

John Mulder – City Administrator
City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811

Re: Change Order #18 & Pay Application #8
SP 202-101-014, SP 202-104-012
Ugstad Rd & Arrowhead Rd Improvements

Dear Mr. Mulder,

Enclosed is the following document recommended for approval at the next council meeting.

1. Change Order #18 detailing the monetary deduction applied to the contract for Select Granular Embankment Mod 7% material not meeting gradation specifications. The monetary deduction was applied after consultation with MnDOT Grading and Base office.
2. Pay Application #8 in the amount of \$12,530.70 to Ulland Brothers, Inc, the project prime contractor. This amount is for:
 - a. The final quantity of Select Granular Embankment Mod 7% material remaining after the monetary deduct was applied.
 - b. The project is substantially complete with a few remaining punchlist items to be completed this spring. Value of retainage withheld still exceeds value of work left to complete.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "James A. Watters", written in a cursive style.

James Watters, PE
Project Manager

Resolution No. 2024-38

**Resolution Approving Change Orders Number 18 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 Order No. 18 for \$12,924.00;

WHEREAS, Ulland Brothers Inc, has recommended such Change Order No. 18, and;

WHEREAS, the project engineer, (MSA Professional Services, Inc.), and the City Engineer, (Northland Consulting Engineers LLP) have approved such Change Order No. 18, and;

WHEREAS, the City Administrator has reviewed the change order and recommends its approval.

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

1. Change Order No. 18 is 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 April 1, 2024.



SP	202-101-014, 202-104-012	MN Project No.:	6922(198)	Change Order No.	18
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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		
Total Change Order Amount \$	-\$12,924.00		

The Statement of Estimated Quantities designates 2106.507 Select Granular Embankment Mod 7% (CV) as a (P) Plan Quantity Item of 7,165 CY.

During construction, failing gradation tests were received at the locations listed below.

TEST #	DATE SAMPLED	STATION	OFFSET	%PASSING 200	% PASSING 200 REQUIRED BY SPEC	DIFFERENCE
1	6/27/2023	509+15	5' RT	11	≤ 7	4
2	7/7/2023	505+78	10' LT	8	≤ 7	1
3	7/11/2023	509+00	10' RT	11	≤ 7	4
4	7/20/2023	STOCKPILE		9	≤ 7	2
5	8/4/2023	510+80	4' LT	9	≤ 7	2
6	8/25/2023	511+21	17' LT	8	≤ 7	1

The quantity represented by the tests above equates to 3,590 CY and was used in the following station ranges

- STA 478+60 to 479+60
- STA 489+64 to 490+58
- STA 504+00 to 510+00
- STA 510+00 to 521+15

As per Standard Specification 1901, the Engineer has computed the subtraction to 2106.507 Select Granular Embankment Mod 7% (CV) required for the above failing tests to be 15% of the quantity of material represented above equaling 538.5 CY. This deduction is in accordance with current MnDOT Grading and Base guidance for monetary deductions on materials failing specification.

Computations supporting this change will remain in the Project Engineer's files.

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 \$
SP 202-101-014	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CY	\$24.00	-538.5	-\$12,924.00
Net Change this Change Order						-\$12,924.00
Due to this change, the contract time: (check one)						





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.	18
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<input checked="" type="checkbox"/> Is NOT changed	<input 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: 3/21/24
 Print Name: James Watters, PE Phone: 612-548-3152

Approved by City Engineer:  Date: 3/27/24
 Print Name: David Bolf, PE – Hermantown City Engineer Phone: 218-727-5995

Approved by Contractor:  Date: 3/21/2024
 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: _____



CITY COUNCIL MEETING DATE: April 1, 2024

TO: Mayor & City Council

FROM: Dept. Head

SUBJECT: Naming Agreement – Hermantown Arena

RESOLUTION: 2024-39 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a naming agreement for the Hermantown Arena.

BACKGROUND

The School District owns the current arena, and will continue ownership of the expanded arena. The City is building and funding the arena. The School District has approved a Naming Rights Agreement with Duluth Ford Liability Company to name the arena. The money will be paid directly to the City to help cover some of the costs.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Naming Rights Agreement

Resolution No. 2024-39

Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Naming Rights Agreement For Hermantown Ice Arena Project

WHEREAS, The Hermantown School District (ISD 700) is the owner of the existing Hermantown Ice Arena (“Arena”), which is located at 4309 Ugstad Road in the City of Hermantown.; and

WHEREAS, the City is following through on a strong community desire to have increased recreational opportunities, including an additional sheet of indoor ice to the current “Arena”.

WHEREAS the School Board has approved an agreement for naming rights as attached as Exhibit A, with Duluth Ford Limited Liability Company for the exclusive naming rights as set forth in the agreement,

WHEREAS, the City Council of the City and the School Board of the School District have dully considered this matter and believe that it is in the best interest of the community to work cooperatively on the “Arena)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Naming Agreement for Hermantown Ice Arena Project substantially in form of attached hereto between the Parties.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 1, 2024.

AGREEMENT FOR NAMING RIGHTS

This AGREEMENT FOR NAMING RIGHTS (“Agreement”) is entered into as of January 23, 2024, by and between Duluth Ford Limited Liability Company, a limited liability company under the laws of the State of Wyoming (“Company”) and the **City of Hermantown**, a municipal corporation (“City”), and the **Independent School District No. 700** (“School District”);

WHEREAS, School District owns and operates the Hermantown ice arena; and

WHEREAS, the City is following through on a strong community desire to have increased recreational opportunities, including adding an additional sheet of indoor ice to the current hockey arena; and

WHEREAS, it is known that the current single sheet of indoor ice is currently unable to support the full-scope of community members of all ages who wish to participate; and

WHEREAS, the limited space for indoor ice time in our community cannot support all of interested and developing youth hockey players which has resulted in Hermantown families having to drive to other arenas outside of the City and as far as other counties and states; and

WHEREAS, residents of the City believe that a second sheet of indoor ice and facility upgrades (“Project”) is an ongoing priority to better serve the community; and

WHEREAS, the residents of the City passed a local option sales tax referendum in November 2022 to provide \$10,840,000 in improvements to the Hermantown Hockey Arena including a second sheet of indoor ice with locker room improvements (the “Project”) located in Hermantown, Minnesota;

WHEREAS, the City Council of the City, the School Board of the School District have duly considered this matter and believes that it is in the best interest of the community to work cooperatively on the Project.

WHEREAS, the Project will be a collaboration among City, the School District, the Hermantown Area Hockey Association, and community partners like Company.

WHEREAS, City will lead the development of the Project and has approved entering into this Agreement with Company, the terms of which are expressed herein to grant to Company the exclusive naming rights and other benefits and rights as set forth herein for a period of twenty (20) years (the “Rights”), with respect to the Project, in exchange for the fees being paid by Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above stated Recitals are hereby incorporated herein.

2. Term. Company shall have naming rights, as described herein, for (a) the two ice rinks and (b) the Hermantown Hockey Arena improved as part of the Project, for twenty (20) years commencing with the date the Project is issued a certificate of completion. School District and City reserve the naming rights for all other subordinate portions of the Project.

3. Project Name. The official name of the Project will be Northstar Ford Arena, unless amended or changed in accordance with this Agreement, and the Project will be referred to as “Northstar Ford Arena” whenever referenced by School District and City. The parties will meet in good faith to determine the appropriate guidelines for usage of the name.

4. Exclusive Negotiation Right to Extension Term. Unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement, Company, School District, and the City agree to enter into negotiations for a ten (10) year extension of this Agreement during the one-year period prior to the end of the Term. The negotiation and resulting terms of the extension will be based on objective rates from comparable projects. Company will have the right of first refusal for naming rights at the end of the Term and shall negotiate in good faith with School District and City with respect to the purchase of the naming rights during that one-year period prior to the end of the Term. In the event the School District, City and Company do not reach an agreement to extend the naming rights past the Term, School District and City shall have no further obligation to Company, nor shall Company have any further obligation to the School District and City pursuant to this Agreement.

5. Specifics as to Rights. The specific rights accorded to Company, in consideration of the fee payment set forth in Section 5, are as follows:

5.1. The Project will be known as the “Northstar Ford Arena”. It will be so noted in all directives, signage, brochures, advertising, promoting, and marketing of the Project. There will be two exterior illuminated signs displaying the Company name, one located on the south wall of the Project and one located on the east wall of the Project as depicted in the Signage Plan with no other exterior signage of other sponsors.

5.2. The current existing ice sheet will be named “Ford”, with the new ice sheet named “NorthStar” as depicted in the signage plan referenced in Section 6 of this Agreement. This will be noted with signage at the entrances to each ice sheet as depicted in the signage plan. The School District logo(s) shall be at center ice of both sheets of ice (2). For the avoidance of doubt, it is contemplated that the design of the ice sheet arena name and School Hawk logo shall be similar in nature to the University of Minnesota-Duluth Bulldog log and Amsoil Arena logo set forth upon Exhibit A attached hereto.

5.3. Four dasher boards will be provided for each ice sheet for Company designated advertisement. Two of the dasher boards on each ice sheet will be located at the home team bench seating area and one dasher board will be located in each of the two corners that are viewable from the site that broadcasting equipment would be placed for video recording a game for television or internet broadcasting.

5.4. Company will be allowed to rent at no-cost, subordinate to the rights of the

current lessee of the Project facilities, the Hermantown Area Hockey Association, (“HAHA”) at mutually agreeable times up to three (3) dates annually for limited use of Project facilities for Company employee related gatherings or other Company social activities, pursuant to the standard form of facility rental agreement utilized by HAHA for such activities.

5.5. Company designated names will appear as a sponsor on each of the scoreboards within the Project (but not as the primary scoreboard sponsor).

5.6. Company will receive eight (8) season passes good at eligible school events, specifically not including MSHSL playoff events, occurring at the Project.

5.7. All signs, dasher boards, or other fixtures displaying the Company name shall be removed at the Company’s expense at the end of this Agreement, or any extension thereof.

6. Further Rights. The parties shall agree to a Signage Plan (“Signage Plan”), for the Project that includes signage on the exterior of the Project building, the entrance for each rink as described herein. The parties shall not unreasonably delay or withhold their approval of a Signage Plan. Company shall pay for the design, installation, and costs of the exterior signage and the interior signage for each rink entrance referenced in this Agreement. All other costs shall be the responsibility of the City. Any changes subsequent to the original decisions as to the location, design, and dimensions of any of the Rights may be proposed by Company, the School District or City and are subject to the approval of the other parties, not to be unreasonably withheld or delayed. The party requesting the change shall be responsible for additional costs incurred because of change.

7. Rights Fees.

7.1. In consideration of the rights and services provided by the City under the provisions of this Agreement, Company agrees to pay to the City the amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). Within thirty (30) days of execution of this Agreement, Company shall provide a payment of two hundred fifty thousand dollars (\$250,000.00) to the City (“Initial Payment”). The remaining amount of the fees shall be delivered in semi-annual installments beginning on the earlier of January 1st or July 1st, and then on those dates thereafter semi-annual payments for nine (9) years in the amount of Seventy-five Thousand and No/100 dollars (\$75,000.00).

7.2. Interest will accrue on any payment that is more than twenty (20) days late in the amount of five percent (5%) per annum.

8. Signage and Sponsorship Exclusivity. In addition to the naming rights granted herein, City agrees not to offer, grant, or sell the right to name any subordinate portion of the Project or to place any permanent or temporary signs, or allow for advertising pertaining to the Project to any third party whose primary business falls within the business category of sales of trucks and automobiles. In the event City proposes to sell subordinate naming rights to a third

party in the same business category, City agrees to submit to Company the identity of the third party for Company’s prior written approval, which may be withheld by Company at its sole discretion. City and School shall cause HAHA to ensure that no existing advertising contracts at the Project in the primary business category of sales of trucks and automobiles shall be renewed at the conclusion of the 2023-2024 high school hockey season.

9. Copyrights, Trademarks, Service Marks, Logo, and Similar Rights. During the term of this Agreement, the parties agree that Company will develop a graphic design incorporating the name to be used as the primary logo associated with the Project. Company may develop derivative graphic designs related to the primary logo to be issued periodically for ancillary marketing and promotional purposes pursuant to this Agreement. The City agrees not to take any action which will impair any of the copyrights, trademarks, service marks, logos, and similar rights of Company during the term of this Agreement. At all times, the School District will have exclusive rights of its logo, and Company shall not use the School District logo without express permission from the School District.

10. License to City. Company grants to City a non-transferable, non-exclusive, royalty-free license to the names, marks, and logos collectively referred to as the “Northstar Ford Marks.” Company owns or has licensed the right to use and to license the Northstar Ford Marks.

11. Assignment of Name. All parties have the right to assign its rights and responsibilities as set forth in this Agreement subject to the consent of the other parties but said consent shall not be unreasonably withheld.

12. Other Naming Rights. City intends, subject to the rights provided to Company herein, to offer sponsorship rights directly or through Project partners to donors to the Project for activities related to the Project or for component parts of the Project.

13. Data Practices. Company understands that the City is subject to the provisions of the Minnesota Government Data Practices Act.

14. Compliance. This Agreement is subject to the terms of, and each party hereby agrees to comply with all applicable laws, statutes, rules, regulations, decisions, and orders in the performance of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed and construed in accordance with laws in the State of Minnesota. Any action to enforce this Agreement shall be brought in the Courts of the state of Minnesota and the Parties shall be entitled to any and all remedies available at law, including but not limited to injunctive relief.

16. Termination and Suspension.

16.1. In the event that events or circumstances cause the entire facility to be shut down and unavailable for use for longer than ninety (90) days, e.g. a pandemic, Company agrees to continue to make payments of the rights fees herein and the City agrees that for whatever period of time the shutdown continues, the term of this Agreement shall be

extended, without further payment, for a period of time measured by the period of shutdown. Further, in the event that the entire facility closes, for financial or other reasons for a period of more than ninety (90) days, Company shall have the right to suspend payments during such period of closure and the Agreement shall be extended by the period of such closure.

16.2. The parties agree that Company may initiate a renegotiation of the amount payable hereunder if at any point the Project is no longer the primary location in which Hermantown youth hockey teams, including but not limited to the high school boys, play the majority of their home games. If the parties are unable to agree on an amount of reduction an arbitration of an appropriate reduction will be conducted in accordance with the Rules of the American Arbitration Association in effect for commercial disputes with the arbitration conducted within the city of Hermantown, Minnesota.

16.3. In addition to all other rights and remedies available under law, any party may cancel and terminate this Agreement, without liability to the other party, if the defaulting party repudiates, breaches, or otherwise fails to comply with any terms of this Agreement. If any party defaults hereunder, the aggrieved party shall serve a written notice on all parties specifying the nature of the default and demanding that the default be cured. If the defaulting party does not cure within thirty (30) days after receipt of the notice, the aggrieved party may avail itself of all remedies available under the law, including but not limited to, the aggrieved party may terminate this Agreement on a date certain designated in such notice, which date may not be less than sixty (60) days from the date of such notice.

17. Relationship of the Parties. The relationship of Company and the City is that of separate entities and nothing herein or in related documents or representation shall create or imply any relationship, agency, partnership, or joint venture. Each are engaged in separate and independent activities and neither shall state, represent, or imply any interest in each other or the business conducted by them.

18. Representations and Warranties. The parties represent they warrant to each other that they have the legal right and power to enter into this Agreement and that all necessary corporate or governmental approvals relating to this Agreement have been obtained. The parties agree that this Agreement has been duly authorized by resolution, attached as Exhibit B, and executed, and delivered by each of them and is a valid and binding obligation, enforceable against each of them in accordance with its terms.

19. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters provided for herein and supersedes any written or oral agreements, instruments, applications, promotional materials, brochures, or other representations made. No amendments or modifications of this Agreement shall be effective unless the amendment or modification is in writing signed by the Company, School District, and the City. The Parties understand and agree that the terms of this Agreement are contingent upon the execution of Donation Agreement between the Company and HAAA.

20. Notices. Unless otherwise provided herein, any notice, request, demand, waiver, or other communication required or permitted to be given under this agreement shall be provided by (i) certified mail (return receipt requested), or (ii) overnight courier to the receiving party at the address set forth below:

To the City: Attn: City Administrator
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

With a copy to: Attn: Gunnar Johnson
Overom Law
802 Garfield Avenue
Suite 101
Duluth, MN 55802

To the School District: Attn: Superintendent
Hermantown School District
4307 Ugstad Rd
Hermantown, MN 55811

With a copy to: Roy J. Christensen
Johnson, Killen, & Seiler, P.A.
230 W Superior Street, Ste 800
Duluth, MN 55802

To Company: Attn: Legal Department
1701 W Michigan Street
Duluth, MN 55806
legal@evergreenltd.com

With a copy to: Hanft Fride, P.A.
Attn: Brent Malvick, Attorney
1000 US Bank Place
130 West Superior Street
Duluth, Minnesota 55802

(Remainder of Page Intentionally Left Blank; Signature Page Follow)

(Signature Page of Naming Rights Agreement)

In Witness Whereof, the parties have executed this Agreement by their authorized representatives as of the date first set forth above.

CITY:


City of Hermantown,
a municipal corporation


By _____
Its Mayor

And By _____
Its City Clerk

SCHOOL DISTRICT

Independent School District No. 700

By: 
Its: Board Chair

And by: 
Its: Superintendent

COMPANY:

[insert name of Company above]

By _____
Its _____

EXHIBIT A
LOGO EXAMPLE

EXHIBIT B

PARTY AUTHORIZING RESOLUTIONS

1/17/2024

List for Northstar signage in lieu of a signage plan:

Northstar Ford Arena will be noted on all directives, signage, brochures, advertising, promoting and marketing of the project.

Two exterior illuminated signs displaying the company's name - one on the South wall of the project and on the East wall.

Signage to the entrance of each sheet of ice - the existing sheet will be named "Ford" and the new sheet will be named "Northstar".

The school logo(s) will be at center ice with "Northstar Ford" around the center circle.

Four dasher boards on each sheet of ice with Northstar Ford : Two at the home team seating area and one dasher board located in each of the two corners viewable from the site of the broadcasting equipment.

Company designed names will appear as a sponsor on each of the scoreboards (but not as primary sponsor)

Signage on exterior of the building and the entrances for each rink.



CITY COUNCIL MEETING DATE: April 1, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Local Trail Connections Program Grant from MNDNR

RESOLUTION: 2024-40 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a grant application for City of Hermantown Associated with The Construction of Hermantown Community Connector Trail from Hermantown Road to Morris Thomas Road and Keene Creek Park to Stebner Road.

BACKGROUND

The City applying for the Regional Trail Program funding available through MNDNR. These trail segments are for planned 2025 work on segments 3 and 4 will be .8-miles each of the City of Hermantown Connector Trail and connect our two largest parks together as well as bring the trail to the City’s southern edge near the intersection Stebner and Getchell Road.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Grant Overview

Resolution No. 2024-40

Resolution Authorizing The City Of Hermantown to Sponsor the Minnesota Department of Natural Resources for the Regional Trail Program Funding Request Associated With The Construction of Hermantown Community Connector Trail from Hermantown Road to Morris Thomas Road and Keene Creek Park to Stebner Road

BE IT RESOLVED by the city council of the City of Hermantown, Minnesota, as follows:

WHEREAS, the City of Hermantown has the legal authority to sponsor grant application made to the Minnesota Department of Natural Resources for the Regional Trail Program (STATE) for the accessible trail surface from Hermantown Road to Morris Thomas Road and Keene Creek Park to Stebner Road, known as trail Segments 3 and 4 as Part of The Hermantown Community Connector Trail System (PROJECT); and

WHEREAS, the City is fully aware of the information provided in the funding request, including any non-state match and any other long-term commitments as defined in the funding request including the funding of engineering, right of way acquisition, inspection, and other non-eligible costs, as well as eligible items in excess of the grant amount. The applicant understands this eligibility requirement; and

WHEREAS, that, if selected for funding by the STATE, the City shall act as a legal sponsor for the PROJECT as funded by the MN Department of Natural Resources and that the Utility and Infrastructure Director is hereby authorized to apply to the STATE for funding of this project on behalf of the City; and

WHEREAS, the City of Hermantown has not incurred any development costs; and

WHEREAS, that upon approval of its application by the STATE, the City may enter into an agreement with the STATE for the above referenced project, and that the City certifies that it will comply with all applicable laws and regulations as stated in the grant contract

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

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

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 1, 2024.



LOCAL TRAIL CONNECTIONS PROGRAM



2024 Program Manual

Revised 11/2023

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I. PROGRAM INTRODUCTION

This program is intended to accelerate local trail connections to planned and existing state trails and other public facilities, not to create significant new recreation trails. Its primary purpose is to complete connections between where people live (e.g., residential areas within cities, entire communities) and significant public resources (e.g., historical areas, open space, parks and/or other trails).

Grants are awarded for the acquisition and development of connecting trails and for removal of barriers that impede full access to these facilities. Historically, priority has been given to projects that seek to develop residential connections to state and regional facilities and to link existing trail systems.

The Local Trail Connections Program depends on local communities and their local government representatives to provide inspiration, planning and commitment, as well as the local matching financial requirement, to make these trail projects a reality. Local governments complete the acquisition and/or projects and are reimbursed for a portion of the acquisition and/or project actually completed.

The program was first funded in 1993 and has funded 280 trail projects statewide to date.

Contact Information:

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road, Box 39
Saint Paul, MN 55155

Daniel Golner, Grant Coordinator
Daniel.Golner@state.mn.us or (651) 259-5599

II. IMPORTANT ITEMS YOU NEED TO KNOW

A. How to Apply

- Anticipated funding available for FY 2025 is approximately \$1.1 million from “In Lieu Of” lottery proceeds. This funding is divided between three Park and Trail grant programs. This funding is subject to appropriation from the MN Legislature and signature of the Governor.
 - **All applications must be received electronically by March 29, 2024**
 - Applications are to be submitted electronically in a “.pdf” format by the due date above. Paper submission of applications are not accepted. To submit the application, email a pdf version of the application and attachments to Trailgrants.DNR@state.mn.us. This is the official submittal email box. Submitting to any other email will not be accepted. Format the entire application, including all attachments, as one pdf document with all pages 8 ½” by 11” in dimension. After submission, make sure you have received a confirmation email that your application has arrived in a useable format by the due date. **A confirmation email should arrive within one or two business days after you have submitted your application and after it is reviewed for readability.** Each email is opened to insure files are readable and then followed with a confirmation email. Applications submitted in an unusable format will NOT be considered for funding. If there are any questions about submitting the application, please contact program staff.
 - Grant awards will be announced by June 2024.
 - **Funds will first be available no earlier than July 1, 2024 to start the contracting process.** This means projects funded in this grant round will not have a contract in place before July 1st and thus cannot begin the project prior to this date (see B. Grant Timeline section).
 - All local units of government (typically cities, counties, and townships) are eligible to apply. Also, user groups and/or trail organizations may apply, but only in coordination with a local unit of government per legislation. Funding is only available to a local unit of government.
 - The maximum permissible request is \$250,000. The minimum is \$5,000.
 - These grants are 75/25 “cash match” reimbursement grants. That means the grantee must complete the project and fully pay for it, produce documentation that shows actual expenditures and proper procurement process has been followed. Then they will receive 75% of what was spent up to their grant award.
 - **Neither this funding source, nor the match can be used for in-house labor services and/or to meet existing payroll (see Section III, D. Non-eligible Reimbursement Costs for additional ineligible costs).**
 - Only contract services, materials, and supplies are reimbursable.
- All projects awarded through this grant round must be completed by **June 30, 2026** and immediately available for use to the general public for no less than 20 years.

- If land is purchased with these funds, it is required that a “Twenty-Year Easement for Recreational Trail Purposes” is attached to the deed. Also, the property must be appraised by a state certified appraiser and in accordance with DNR and Federal requirements. Please see land acquisition and appropriate land appraisal requirements in this manual.
- Trails must be at least 10’ wide.
- Applicants are required to design and construct their trail to meet ADA standards, unless it meets an ADA exemption. The applicant must site the exemption from ADA in the application for it to be considered, otherwise provide details and list design specifics in the ADA question of the application in how the project will meet ADA requirements. **Do not just state the trail project will be ADA compliant; this is an insufficient answer.**
- If your project is selected, the project will need to be evaluated for applicability of environmental review under [Minnesota Rules, Chapter 4410](#). The local unit of government listed in the application is considered the Responsible Governmental Unit (RGU). Mandatory EAW categories are described at Minnesota Rules, 4410.4300. Exemptions from environmental review are described at Minnesota Rules, 4410.4600. Verify if your project is or is not exempt.
- If your project is selected, the grantee will need to be evaluated for applicability of pre-award risk assessment under Minn. Stat. §16B.981 [Chapter 62-MN Laws - Article 7, Section 11](#).
- All facilities that are funded through this program also require a commitment from the applicant that the trail will be open and available for use, as well as maintained, for no less than twenty years and should be stated in their resolution.
- Each proposal must specifically and directly address each requirement and criterion to qualify and receive consideration. If one section of the application is not addressed, the application will not be reviewed for consideration.
- All pages and attached maps must be **8 1/2 X 11 inches ONLY** and in color.
- Read each question thoroughly to make sure each part of a question is answered. Do not answer a question inside the same box as the question. Use the blank box associated with each question for the response.
- When identifying recreation use for your project, make sure to only mark those uses that will actually use the trail.
- [Local Trail Connections](#) application.

B. Grant Timeline

Grant Application Timeline

December, 2023	→	Grant application materials available on the DNR website
March 8, 2024	→	Draft applications due if grant applicant seeks comments by Grant Coordinator (not required)
March 29, 2024	→	Grant application due date: Applications will NOT be accepted after this date.
March 29, 2024 - July 2024	→	Application review and selection process.
July 2024	→	Grant applicants are notified of the results. All grant applicants will be sent a letter if they are awarded a grant or not. Copy of the notification letter will also be sent to the applicant partner, if applicable. Awarded grantees then will follow the timeline below.

Awarded Grant Timeline

July 2024	→	Award letter received! Congratulations! Required documentation checklist also included with notification letter.
July 2024	→	Grantee must begin work on the required documentation checklist items. All items must be completed in order to receive a grant contract. Such items include: <ul style="list-style-type: none"> • Natural Heritage determination letter • SHPO Archeological Review determination letter • Water Wetland review • Land Certification • Environmental Quality Board determination letter • Environmental Assessment Statement completed
June 30, 2026	→	The project must be completed by 6/30/2026. Grant extensions past 6/30/2026 are not available because the funds expire 6/30/2026 per the legislation . The Grantee must plan accordingly to complete the project no later than 6/30/2026.