



Hermantown City Council Meeting - Monday, April 15, 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 15, 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 15, 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 15, 2024 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, April 15, 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 24-38 through 24-45 placed on file

[6](#)

7. **PRESENTATIONS**

A. **Public Safety Model Update - Fire**

James Crace, Public Safety Director

(Pre-Agenda Only)

[7](#)

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**

A. Motion to approve/deny the following Massage Establishment Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full:

Jin Dalsin, LLC 5338 Rose Road

B. Motion to approve/deny the following Massage Therapist Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full:

Mary Dalsin Jin Dalsin, LLC

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 April 1, 2024 City Council Continuation Minutes [11](#)
- B. **Accounts Payable** - Approve general city warrants from April 1, 2024 through April 15, 2024 in the amount of \$530,728.24 [16](#)

11. **ORDINANCES**

- A. **2024-05 An Ordinance Amending And Restating Chapter 1020, Fire Code, Of The Hermantown City Code** [24](#)

(second reading)
(motion, roll call)

12. **RESOLUTIONS**

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

- A. **2024-41 Resolution Receiving Bids And Awarding Contract to Kaski Inc., Inc For Fichtner Park Improvement Project In The Amount Of \$3,947,553.00** [30](#)

(motion, roll call)
- B. **2024-42 Resolution Approving Amendments To The Planned Unit Development For The Pillars Of Hermantown** [51](#)

(motion, roll call)
- C. **2024-43 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A G.O. Compliance And Temporary Construction Easement Agreement Between The City Of Hermantown And The Independent School District No. 700** [61](#)

(motion, roll call)
- D. **2024-44 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Arena Use Agreement Between the City of Hermantown And the Independent School District No. 700** [73](#)

(motion, roll call)
- E. **2024-45 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Funding Agreement For Hermantown Ice Arena Project** [90](#)

(motion, roll call)

- F. **2024-46 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Ray M. Hernesman And Gail K. Hernesman For The Hermantown Road Bridge BR-7724 And Road Improvement** [105](#)

(motion, roll call)

- G. **2024-47 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gloria Plucinak Nelson For The Hermantown Road Bridge BR-7724 And Road Improvement** [116](#)

(motion, roll call)

- H. **2024-48 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Cody Sorlie And Sara Schultz For The Hermantown Road Improvement** [126](#)

(motion, roll call)

- I. **2024-49 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) To Northland Constructors In The Amount Of \$3,884,400** [137](#)

(motion, roll call)

- J. **2024-50 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Materials Testing Services For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724)** [175](#)

(motion, roll call)

- K. **2024-51 Resolution for Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions SAP 202-597-001** [188](#)

(motion, roll call)

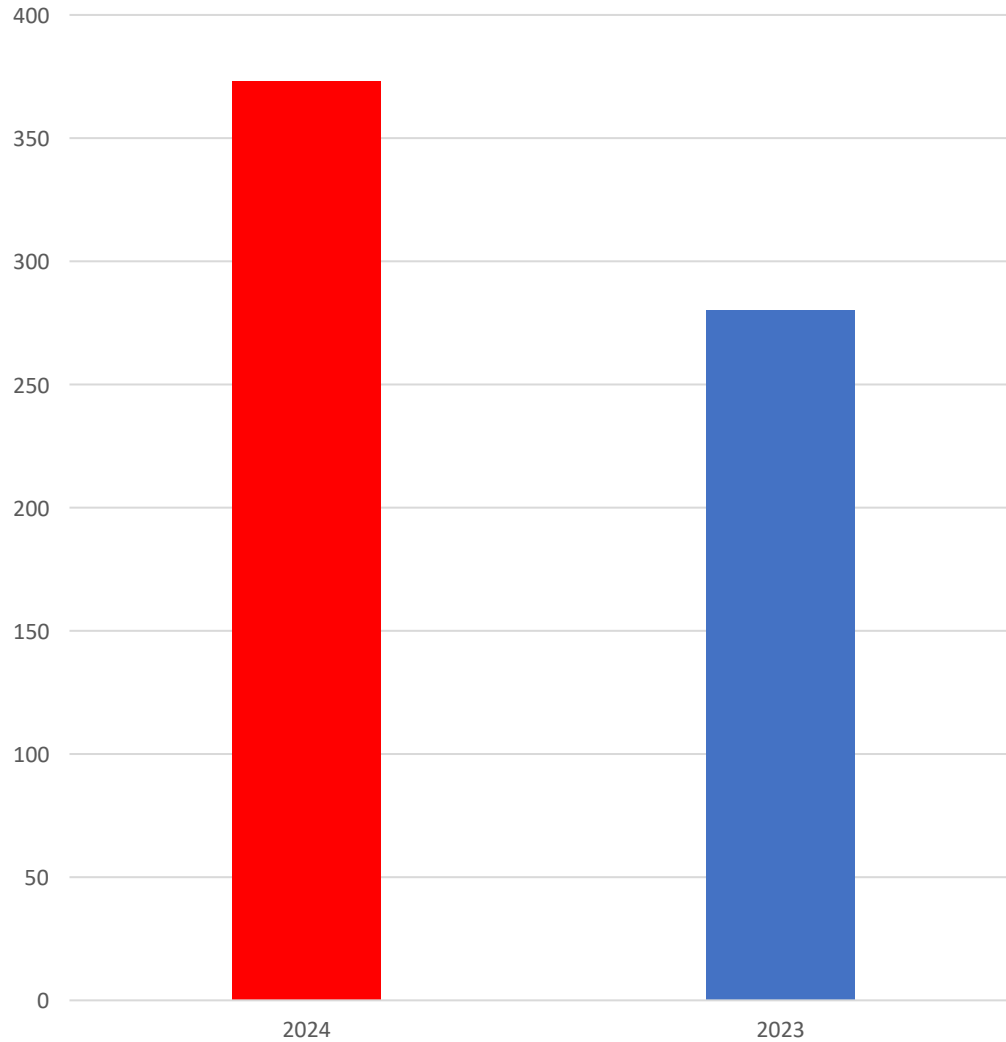
13. **CLOSED SESSION**

14. **RECESS**

2024 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
3/29/2024	24-38	Jim Benning, City of Duluth	Alissa Wentzlaff, City Clerk	Water Service Agreement	3/27/2024
3/29/2024	24-39	St. Louis County	City of Hermantown	2025 Valuation Notice 395-0010-07589	3/16/2024
4/2/2024	24-40	Robert Santos, United States Dept. of Commerce	John Mulder, City Administrator	2024 Annual Survey of Public Employment & Payroll	4/1/2024
4/2/2024	24-41	Marianne Bohren, WLSSD	Corey Mathisen, MN Pollution Control Agency	Sanitary Sewer Extension - Peyton Acres. Phase 2A	3/27/2024
4/3/2024	24-42	Carl & Therese Ball	Mayor Wayne Boucher	5486 Hermantown Rd.	4/3/2024
4/15/2024	24-43	Jeff Andrews, Business of Child Care	Joh Mulder, City Administrator	Child Care Economic Impact Report	4/11/2024
4/15/2024	24-44	Karen Guerndt	Mayor Wayne Boucher and City Council	Parcel ID 395-0010- 08270	4/11/2024
4/12/2024	2024-45	Keith Musolf, Iron Workers Local 512	Mayor Wayne Boucher	Fichtner Park	





- 93 More calls
- Response Time
 - 2023- 6:48
 - 2024- 5:53
- 15% quicker response time.

Annual Fire Situation Report - Summary

Basic Incident Type Code And Description (FD1.21)	Total Fires
111 - Building fire	4
114 - Chimney or flue fire, confined to chimney or flue	1
131 - Passenger vehicle fire	1
143 - Grass fire	4
321 - EMS call, excluding vehicle accident with injury	248
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	1
353 - Removal of victim(s) from stalled elevator	1
412 - Gas leak (natural gas or LPG)	2
424 - Carbon monoxide incident	2
444 - Power line down	1
520 - Water problem, other	1
522 - Water or steam leak	1
542 - Animal rescue	1
553 - Public service	1
554 - Assist invalid	63
611 - Dispatched and cancelled en route	16
6111 - EMS Dispatched and cancelled en route	1
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	1
736 - CO detector activation due to malfunction	2
744 - Detector activation, no fire - unintentional	13
911 - Citizen complaint	1
Total: 373	

Current Status of HFD



- 26 Members
 - 2- Full time
 - 20- Residents or live within 10 miles of City Hall
 - 2- Stay at fire hall nights they are scheduled (live outside 10 miles)
 - 2- Student Live-Ins (Fargo Air National Guard)

CITY OF HERMANTOWN

City Council Meeting

Monday, April 1, 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: Present

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; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 0

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**
 - A. Correspondence 24-32 through 24-37 placed on file
7. **PRESENTATIONS**
 - A. **Trunk Sewer System History**
John Mulder, City Administrator
(*Pre-Agenda Only*)
8. **PUBLIC DISCUSSION**
9. **MOTIONS**
10. **CONSENT AGENDA**

- A. **Minutes** - Approval or correction of March 18, 2024 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from March 16, 2024 through March 31, 2024 in the amount of \$642,509.67

Motion to the approve the Consent Agenda. This motion, made by Councilor Ellie Jones and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

- A. **2024-05 An Ordinance Amending And Restating Chapter 1020, Fire Code, Of The Hermantown City Code**

(first reading)

12. **RESOLUTIONS**

- 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**

(motion, roll call)

Motion to approve 2024-37 Resolution Approving Pay Request Number 8 For Road Improvement District 534 To Ulland Brothers, Inc In The Amount Of \$12,530.70. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

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

(motion, roll call)

Motion to approve 2024-38 Resolution Approving Change Order Number 18 For Road Improvement Project 534 (Ugstad & Arrowhead Roads). This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. 2024-39 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Naming Rights Agreement For Hermantown Ice Arena Project

(motion, roll call)

Motion to approve 2024-39 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Naming Rights Agreement For Hermantown Ice Arena Project. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

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**

(motion, roll call)

Motion to approve 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. 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: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 6:43 p.m. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #70854-70879
04/01/2024 - 04/15/2024

PAYROLL CHECKS

Electronic Checks - #-66483-66528 \$98,247.67

LIABILITY CHECKS

Electronic Checks - #-66477-66482 \$72,449.19

Electronic Checks - #-66529-66530 \$85,150.70

Checks - #70877-70878 \$2,554.93

PAYROLL EXPENSE TOTAL \$258,402.49

ACCOUNTS PAYABLE

Checks - #70854-70876 \$86,915.40

Checks - #70879-70881 \$7,227.42

Electronic Payments #-98888-98904 \$178,182.93

ACCOUNTS PAYABLE TOTAL \$272,325.75

TOTAL \$530,728.24

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	319.88	-98904
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	1,882.90	-98904
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	585.07	-98904
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	5,000.00	-98904
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	2,187.10	-98904
602	494900	Sewer Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Jan	14.96	-98903
601	494400	Water Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Jan	14.96	-98903
101	431100	Street Department	WEX HEALTH INC	Participant/Cobra Fee - Jan	14.96	-98903
101	422100	Fire Administration	WEX HEALTH INC	Participant/Cobra Fee - Jan	9.97	-98903
101	421100	Police Administration	WEX HEALTH INC	Participant/Cobra Fee - Jan	89.76	-98903
101	415300	Administration & Finance	WEX HEALTH INC	Participant/Cobra Fee - Jan	34.91	-98903
101	419100	Community Development	WEX HEALTH INC	Participant/Cobra Fee - Jan	4.99	-98903
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Participant/Cobra Fee - Jan	4.99	-98903
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	225.00	-98902
275	452200	Community Building	MN POWER	EWC Garage	5.96	-98902
605	431160	Street Lighting	MN POWER	Street Lights	501.27	-98902
605	431160	Street Lighting	MN POWER	Street Lights	818.82	-98902
605	431160	Street Lighting	MN POWER	Overhead St Lights	523.74	-98902
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	108.73	-98902
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	34.78	-98902
605	431160	Street Lighting	MN POWER	Street Lights	447.41	-98902
605	431160	Street Lighting	MN POWER	Street Lights	520.09	-98902
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	122.88	-98902
101	452200	Community Building	MN POWER	Community Bldg	670.52	-98902
605	431160	Street Lighting	MN POWER	Traffic Lights	969.68	-98902
101	431901	City Garage	MN POWER	4971 Lightning Dr	375.00	-98902
101	452100	Parks	MN POWER	Little Leagues	21.81	-98902
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	150.00	-98902
101	452100	Parks	MN POWER	Parks	237.03	-98902
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	24.92	-98902
601	494400	Water Administration and General	MN POWER	Water	853.37	-98902
602	494900	Sewer Administration and General	MN POWER	Sewer	844.30	-98902
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,995.40	-98902
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,121.00	-98902
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	12,053.88	-98902
101	422100	Fire Administration	FIRST BANKCARD	Jan First Bankcard Heinbuch	55.20	-98901
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bankcard Heinbuch	764.50	-98901
101	422100	Fire Administration	FIRST BANKCARD	Jan First Bankcard Graves	150.00	-98901

4/11/2024

Page 2

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	3.48	-98901
101	421100	Police Administration	FIRST BANKCARD	Jan First Bankcard Pernu	50.00	-98901
101	421100	Police Administration	FIRST BANKCARD	Jan First Bankcard Ross	65.00	-98901
101	421100	Police Administration	FIRST BANKCARD	Jan First Bankcard Pfeiffer	50.00	-98901
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bankcard Orme	395.90	-98901
101	421100	Police Administration	FIRST BANKCARD	Jan First Bankcard Pernu	204.58	-98901
275	452200	Community Building	FIRST BANKCARD	Jan First Bankcard Orme	714.53	-98901
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	13.62	-98901
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	71.07	-98901
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	9.08	-98901
101	431100	Street Department	FIRST BANKCARD	Jan First Bankcard Orme	22.70	-98901
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bankcard Orme	98.98	-98901
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bankcard Orme	40.98	-98901
101	431100	Street Department	FIRST BANKCARD	Jan First Bankcard Bjonskaas	41.78	-98901
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bankcard Heinbuch	57.00	-98901
601	494300	Water Distribution	FIRST BANKCARD	Jan First Bankcard Senst	277.76	-98901
101	431100	Street Department	FIRST BANKCARD	Jan First Bankcard Orme	118.45	-98901
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	47.38	-98901
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bankcard Orme	3.48	-98901
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bankcard Orme	163.92	-98901
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bankcard Heinbuch	39.87	-98901
251	421801	DARE & Police Liaison Fund	FIRST BANKCARD	Jan First Bankcard Crace	1,782.84	-98901
275	452200	Community Building	FIRST BANKCARD	Jan First Bankcard Orme	1,012.15	-98901
101	421100	Police Administration	FIRST BANKCARD	Jan First Bankcard Heinbuch	31.41	-98901
101	422100	Fire Administration	FIRST BANKCARD	Jan First Bankcard Graves	49.38	-98901
101	422100	Fire Administration	FIRST BANKCARD	Jan First Bankcard Graves	330.97	-98901
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bankcard Mulder	500.00	-98901
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bankcard Orme	10.45	-98901
415	465200	Community Development	BRAUN INTERTEC CORPORATION	Borings - Hermantown Ice Arena	4,020.38	-98900
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-98899
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	51,680.00	-98898
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Keyfobs	187.50	-98897
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Hanging Folders/Scissors/Hole	52.43	-98896
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Ribbon/Stamp/Glue	43.56	-98896
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Custom Stamp	43.95	-98896
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC 18	Tape	8.54	-98896
602	494900	Sewer Administration and General	VC3	Setup/Configure Laptop - PTime	88.20	-98895
101	415300	Administration & Finance	VC3	Maintenance Work - Wilson Prin	172.75	-98895

4/11/2024

Page 3

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	414100	Elections	VC3	Setup/Configure Laptop - PTime	176.40	-98895
101	415300	Administration & Finance	VC3	Setup/Configure Laptop - PTime	235.20	-98895
601	494400	Water Administration and General	VC3	Setup/Configure Laptop - PTime	88.20	-98895
101	424100	Building Inspection	VC3	Setup/Configure Laptop - BI	588.00	-98895
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Push Bar - SQD22	247.25	-98894
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins April Inactives	166.42	-98893
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins April Inactives	1,497.74	-98893
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Participant/Cobra Fee - Feb	9.86	-98892
101	415300	Administration & Finance	WEX HEALTH INC	Participant/Cobra Fee - Feb	34.51	-98892
101	421100	Police Administration	WEX HEALTH INC	Participant/Cobra Fee - Feb	88.72	-98892
101	422100	Fire Administration	WEX HEALTH INC	Participant/Cobra Fee - Feb	9.86	-98892
602	494900	Sewer Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Feb	14.79	-98892
601	494400	Water Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Feb	14.79	-98892
101	431100	Street Department	WEX HEALTH INC	Participant/Cobra Fee - Feb	14.79	-98892
101	419100	Community Development	WEX HEALTH INC	Participant/Cobra Fee - Feb	4.93	-98892
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	436.30	-98891
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	285.95	-98891
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	962.66	-98891
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	219.20	-98891
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	8.72	-98891
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	236.66	-98890
605	431160	Street Lighting	MN POWER	Street Lights	809.34	-98890
101	431901	City Garage	MN POWER	4971 Lightning Dr	394.44	-98890
101	452100	Parks	MN POWER	Little Leagues	21.77	-98890
605	431160	Street Lighting	MN POWER	Street Lights	441.90	-98890
101	452200	Community Building	MN POWER	Community Bldg	712.64	-98890
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	30.87	-98890
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	24.81	-98890
605	431160	Street Lighting	MN POWER	Traffic Lights	885.03	-98890
605	431160	Street Lighting	MN POWER	Street Lights	421.98	-98890
601	494400	Water Administration and General	MN POWER	Water	757.64	-98890
605	431160	Street Lighting	MN POWER	Overhead St Lights (33)	518.52	-98890
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	157.77	-98890
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	98.37	-98890
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	126.04	-98890
605	431160	Street Lighting	MN POWER	Street Lights	514.42	-98890
275	452200	Community Building	MN POWER	EWC Garage	23.21	-98890
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,835.47	-98890

4/11/2024

Page 4

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	11,181.98	-98890
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,870.87	-98890
101	452100	Parks	MN POWER	Parks	230.95	-98890
602	494900	Sewer Administration and General	MN POWER	Sewer	763.82	-98890
601	494300	Water Distribution	FIRST BANKCARD	Feb First Bankcard Senst	46.74	-98889
101	422100	Fire Administration	FIRST BANKCARD	Feb First Bankcard Graves	8.99	-98889
101	422100	Fire Administration	FIRST BANKCARD	Feb First Bankcard Graves	253.96	-98889
601	494400	Water Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	47.76	-98889
602	494900	Sewer Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	63.33	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Ross	125.81	-98889
601	494400	Water Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	8.70	-98889
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Feb First Bankcard Orme	99.98	-98889
602	494900	Sewer Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	3.48	-98889
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Feb First Bankcard Orme	39.98	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	10.45	-98889
101	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Senst	116.37	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Esterbrooks	27.49	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Mulder	499.00	-98889
601	494300	Water Distribution	FIRST BANKCARD	Feb First Bankcard Senst	864.28	-98889
101	362430	Refund & Reimbursement	FIRST BANKCARD	Feb First Bankcard Senst	-20.00	-98889
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Feb First Bankcard Orme	159.92	-98889
601	494400	Water Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	3.48	-98889
602	494900	Sewer Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	71.64	-98889
101	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Orme	21.75	-98889
602	494900	Sewer Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	13.05	-98889
101	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Orme	119.40	-98889
601	494400	Water Administration and General	FIRST BANKCARD	Feb First Bankcard Orme	63.33	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Enright	4.98	-98889
401	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Senst	1,842.79	-98889
275	452200	Community Building	FIRST BANKCARD	Feb First Bankcard Orme	1,012.15	-98889
275	452200	Community Building	FIRST BANKCARD	Feb First Bankcard Orme	701.62	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Gunderson	187.80	-98889
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Feb First Bankcard Orme	399.90	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Crace	29.40	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Gottschald	10.43	-98889
601	494300	Water Distribution	FIRST BANKCARD	Feb First Bankcard Senst	275.00	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Salo	369.99	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	102.55	-98889

4/11/2024

Page 5

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Heinbuch	72.64	-98889
603	441100	Storm Water	FIRST BANKCARD	Feb First Bankcard Orme	63.32	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Mulder	399.46	-98889
101	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Senst	253.00	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	510.45	-98889
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Heinbuch	32.95	-98889
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Heinbuch	38.98	-98889
230	465100	HEDA	WEX HEALTH INC	2nd QTR VEBA 2024	187.75	-98888
601	494400	Water Administration and General	WEX HEALTH INC	2nd QTR VEBA 2024	1,462.50	-98888
101	415300	Administration & Finance	WEX HEALTH INC	2nd QTR VEBA 2024	3,768.25	-98888
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	2nd QTR VEBA 2024	812.50	-98888
101	431901	City Garage	WEX HEALTH INC	2nd QTR VEBA 2024	250.00	-98888
601	494300	Water Distribution	WEX HEALTH INC	2nd QTR VEBA 2024	2,250.00	-98888
101	422100	Fire Administration	WEX HEALTH INC	2nd QTR VEBA 2024	2,500.00	-98888
101	452100	Parks	WEX HEALTH INC	2nd QTR VEBA 2024	250.00	-98888
101	421100	Police Administration	WEX HEALTH INC	2nd QTR VEBA 2024	19,600.00	-98888
101	422901	Firehall #1 Maple Grove Road	WEX HEALTH INC	2nd QTR VEBA 2024	250.00	-98888
101	452200	Community Building	WEX HEALTH INC	2nd QTR VEBA 2024	125.00	-98888
101	431100	Street Department	WEX HEALTH INC	2nd QTR VEBA 2024	3,787.50	-98888
101	419100	Community Development	WEX HEALTH INC	2nd QTR VEBA 2024	1,547.50	-98888
101	490100	Cemetery	WEX HEALTH INC	2nd QTR VEBA 2024	25.00	-98888
603	441100	Storm Water	WEX HEALTH INC	2nd QTR VEBA 2024	1,883.75	-98888
602	494900	Sewer Administration and General	WEX HEALTH INC	2nd QTR VEBA 2024	1,050.00	-98888
260	456101	Cable	WEX HEALTH INC	2nd QTR VEBA 2024	37.50	-98888
101	424100	Building Inspection	WEX HEALTH INC	2nd QTR VEBA 2024	1,437.50	-98888
101	414100	Elections	WEX HEALTH INC	2nd QTR VEBA 2024	12.75	-98888
602	494500	Sewer Maintenance	WEX HEALTH INC	2nd QTR VEBA 2024	1,312.50	-98888
101	421100	Police Administration	ANGEL ARMOR	Vest - Kleive & Hedin	3,565.00	70854
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309771	100.00	70855
603	441100	Storm Water	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309822	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309849	75.00	70855
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309771	100.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309814	75.00	70855
603	441100	Storm Water	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309821	75.00	70855
603	441100	Storm Water	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309863	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO. 21	O&E Report O-309850	75.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309817	75.00	70855
603	441100	Storm Water	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309861	75.00	70855

4/11/2024

Page 6

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309823	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309853	75.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309820	75.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309819	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309851	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309848	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309816	75.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309815	75.00	70855
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309869	75.00	70855
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309852	75.00	70855
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309818	75.00	70855
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2023 Audit	2,205.00	70856
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2023 Audit	8,820.00	70856
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2023 Audit	2,205.00	70856
603	441100	Storm Water	CLIFTONLARSONALLEN LLP	2023 Audit	1,470.00	70856
101	424100	Building Inspection	CLOUDPERMIT INC.	Permitting Software 3/24 -2/25	5,200.00	70857
101	415300	Administration & Finance	CUNNINGHAM, DANA	Lodging - Ehler's Conference	222.94	70858
101	422100	Fire Administration	DALCO	Vaccum Cord - FH	37.80	70859
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2023 Debt Study	427.50	70860
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Air Filter - SQD 17	113.80	70861
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Human Resources Services	49.50	70862
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning & Zoni	49.50	70862
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Feb	6,958.60	70863
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C308	92.07	70864
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C458	344.51	70864
101	411100	Council	JONES, ELLIE	Valet Parking, Food, Mileage -	296.99	70865
101	419901	City Hall & Police Building Maintenance	MENARD INC	Reducer Kit/Method Mineral	10.37	70866
101	421100	Police Administration	NORTH COUNTRY CHEVROLET	24 Chevy Silverodo - SDQ 13	49,764.60	70867
101	421100	Police Administration	SHEL/DON GROUP INC	Business Cards - Esterbrooks &	236.76	70868
101	422100	Fire Administration	SHERWIN WILLIAMS	Paint	29.48	70869
101	421100	Police Administration	STREICHER'S	Uniform - Kleive	79.99	70870
101	421100	Police Administration	STREICHER'S	Uniform - Hedin	159.98	70870
101	421100	Police Administration	SUN CONTROL OF MN	Window Tint - SQD 13	230.00	70871
101	422903	Firehall #3 Midway Road	SUPERIOR FUEL COMPANY	Propane FH #3	1,105.32	70872
101	422902	Firehall #2 Morris Thomas Road	SUPERIOR FUEL COMPANY	Propane FH #2	927.88	70872
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Feb 24	165.00	70873
101	419901	City Hall & Police Building Maintenance	TODD SIGNS	Office Signs - CH Office	250.00	70874
101	414100	Elections	TOWNSEND, LINDSAY	Election Supplies	39.20	70875

4/11/2024

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	TOWNSEND, LINDSAY	Office Supplies	27.25	70875
101	414100	Elections	WENTZLAFF, ALISSA	Mileage Reimbursement-MCFOA	206.36	70876
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	April Inactive - Volk	45.16	70879
101	421100	Police Administration	DEPARTMENT OF MOTOR VEHICLES	24 Yukon Tax & License-SQD 23	3,718.32	70880
101	421100	Police Administration	DEPARTMENT OF MOTOR VEHICLES	24 SilveradoTax&License-SQD13	3,463.94	70881

Totals: 233 records printed

272,325.75



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

Second 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. 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.



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Fichtner Park Improvement District No. 541 – Hermantown Rd

RESOLUTION: 2024-41 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Award Construction Bid provided by Kaski Inc. for Fichtner Park Improvement Project for \$3,947,553.00

BACKGROUND

The bid opening for the above-mentioned project was conducted on Tuesday, March 26, 2024 at 10:00 a.m. at City Hall. Sealed bids were received from seven contractors, with the low bidder being Kaski Inc. in the amount of \$3,947,553.00. The engineering estimate for the project is \$3,428,000.00.

It is recommended that the City award the construction contract for Fichtner Park Improvement Project to Kaski Inc. in the amount of \$3,947,553.00.

SOURCE OF FUNDS (if applicable)

2020 Community Recreation Initiative - 416-452100-530

ATTACHMENTS

- Resolution
- Abstract of Bids
- Letter of Recommendation & Bid

Resolution No. 2024-41

Resolution Receiving Bids And Awarding Contract to Kaski Inc., Inc For Fichtner Park Improvement Project In The Amount Of \$3,947,553.00

WHEREAS, the City of Hermantown duly advertised for bids for Fichtner Park Improvements Project (“Project”) within the City of Hermantown; and

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

WHEREAS, bids on such Project were publicly opened and tabulated by the Consulting Engineer and City Clerk on March 26, 2024; and

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

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

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

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Kaski Inc., (“Contractor”) be awarded the contract for Fichtner Park Improvement Project (“Project”); and

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

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for Fichtner Park Improvement

2. The bid of Contractor is in the amount of \$3,947,553 for Fichtner Park Improvement Project for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.

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

4. Upon execution of such contract by Contractor and its submission of a

performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.

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

Councilor ____introduced the foregoing resolution and moved its adoption.

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

Councilors _____ and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A

Bid Tabulation
Fichtner Park Improvements



Date: 3/26/2024

Time: 10:00 AM

NCE Project No. 23-8002

	Bidder	Bid Bond Present	Responsible contractor form	Non- Collusion Affidavit	Acknowledges addendums	Bid Amount
1	TNT Construction Group,LLC					
2	Casper Construction, Inc.					
3	Veit & Company, Inc.					
4	NORDIC Group					
5	Peterson Companies	x	x	x	x	\$4,528,000
6	KTM Paving					
7	Urban Companies					
8	KGM Contractors, Inc.					
9	Ulland Brothers Inc.					
10	Johnson Wilson Constructors, Inc.					
11	Sinnott Contracting, LLC					
12	Kaski Inc.	x	x	x	x	\$3,947,553
13	Rachel Contracting, LLC	x	x	x	x	\$4,304,427
Engineer's Estimate						\$3,428,000

John Mulder
City Administrator
City of Hermantown
5105 Maple Grove Rd,
Hermantown, MN 55811
April 9, 2024

Re: Bid Recommendation for Fichtner Park Improvements

Dear John,

This letter is regarding the bid opening for Fichtner Park Improvements.

We have reviewed all the bids that were received on 3/21/2024 at the bid opening. Kaski Inc is the lowest responsible bidder for the project with a bid of \$3,947,553.00. We recommend awarding the contract for Fichtner Park Improvements to Kaski Inc.

Included as attachments to this letter are the bid abstract and the bid form received from Kaski Inc.

Sincerely,



David Bolf, P.E.
City of Hermantown Engineering
Northland Consulting Engineers
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

Fichtner Park Improvements

Date: 3/21/24
 Time: 10:00 AM
 NCE Project No. 23-8002

						Bid Amount
	Bidder	Acknowledge nt of Addendums	Bid Bond Present	Responsible Contractor	Non- Collusion Affadavit	Total
1	Kaski Inc	X	X	X	X	\$3,947,553.00
2	Rachel Contracting LLC	X	X	X	X	\$4,304,427.00
3	Peterson Companies Inc	X	X	X	X	\$4,528,000.00

BID FORM

BID DATE: March 21st, 2024

BID TIME: 10:00 A.M.

LOCATION: Government Services Building, 5105 Maple Grove Road, Hermantown, MN 55811

Proposal of: Haski Inc.
(hereinafter called "Bidder"), organized and existing under the laws of the State of MN doing business as a corporation
(Insert "a corporation", "a partnership", "a limited liability company" or "an individual" as applicable)

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

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

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

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

Project Description	Completion Date
FICHTNER PARK FIELD IMPROVEMENTS	August 30 th , 2024

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

Bidder acknowledges receipt of the following ADDENDUM:

Number	Date
1	3-7-24
2	3-15-24
3	3-20-24
4	3-22-24

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

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

The City of Hermantown reserves the right to select a contractor based on either the base bid price or base bid price plus alternates, whichever is lower.

1. Civil Site Work Pertaining to Sheets C1.0 through C8.1	\$ 2,264,710. ⁰⁰
2. Landscape Site Work Pertaining to Sheets L1.0 through L1.7	\$ 369,673. ⁰⁰
3. Electrical Site Work	\$ 212,980. ⁰⁰
4. Buildings Pertaining to Sheets A1 through A7 including mechanical, plumbing, and electrical components of the buildings.	\$ 1,100,190. ⁰⁰
Lump Sum Bid Price for Base Bid	\$ 3,947,553. ⁰⁰
Add Alternate #1 – Shaping and Paving of old City Hall Parking Lot	\$ 69,826. ⁰⁰
Add Alternate #2 – Field 1 Sound System	\$ 24,200. ⁰⁰
Add Alternate #3 – Construction of a new slab foundation and garage.	\$ 50,000. ⁰⁰

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


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

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

BID SUBMITTAL CHECKLIST
(Check to Indicate Inclusion with Submittal)

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

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


 Signature
Steven Kaski
 Printed Name
Kaski Inc.
 Legal Name of Bidding Entity
MN
 State of Incorporation or Organization
3-26-24
 Date

President
 Title
2321 W 1st St.
 Street Address (Must be served by
 U.S. Postal Service)
Duluth, MN 55806
 City, State and Zip Code
218-729-7969
 Telephone Number
218-729-7984
 Facsimile Number
Steven@kaskiinc.com
 E-mail Address

RESPONSIBLE CONTRACTOR CERTIFICATE

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

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

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

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

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

By signing this statement, I, Steven Kaski,
(type or print name)
President
(title) certify that I am an owner or officer of the company
and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Kaski Inc.
(name of the person, partnership, or corporation submitting this proposal)
2321 W 1st St. Duluth, MN 55806
(business address)
Signed: [Signature] Date: 3-26-24
(bidder or authorized representative)

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

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

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


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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: 	Printed Name: Steven Kaski
Title: President	Date: 3-26-24
Company Name: Kaski Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Ulland paving	Cloquet
Neo Electrical	Hudson WI
Northwoods Sodding	Duluth MN
Century fence	Forest Lake, MN
A G o Brien	Hermantown MN



Document A310™ – 2010

Bond No. RB0094168

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kaski Inc.

2321 W 1st St.

Duluth, MN 55806

OWNER:

(Name, legal status and address)

City Of Hermantown

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project NO. 23-8002 - Fichtner Park Field Improvements

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

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

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

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

Signed and sealed this 12th day of March, 2024

Kaski Inc.
(Principal)  *(Seal)*

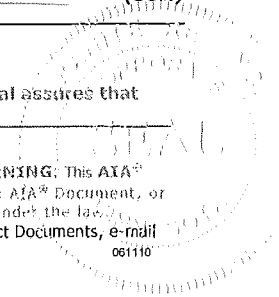
(Title)
Granite Re, Inc.
(Surety)  *(Seal)*

(Title) Attorney-in-Fact Troy Staples

(Witness)

(Witness)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

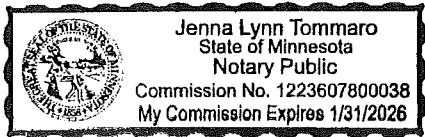
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of St. Louis)

On this 13th day of March, in the year 2024, before me personally come(s) Steven Kaski, to me known, who, being duly sworn, deposes and says that he/she is the President of the Kaski Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

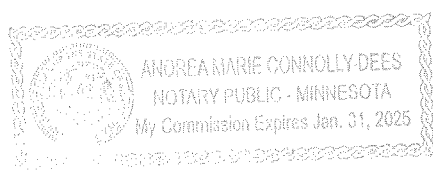
Jenna Tommaro
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 12th day of March, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Andrea Marie Connolly-Dees
48 Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Agency, Inc 803 Carlton Avenue Cloquet MN 55720	CONTACT NAME: Becky Haley	
	PHONE (A/C, No, Ext): 218-655-3358	FAX (A/C, No): 218-655-3358
E-MAIL ADDRESS: bhaley@reliablemn.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Western National Assurance		24465
INSURED Kaski, Inc 2321 W 1st Street Duluth MN 55806	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 700343638

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 1336579	3/10/2024	3/10/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1336519	3/10/2024	3/10/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1056064	3/10/2024	3/10/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 1040625	3/10/2024	3/10/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Builder's Risk Rented Equip Limit			CPP 1336579	3/10/2024	3/10/2025	Limit Limit	3,000,000 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Hermantown
5105 Maple Grove Road
Hermantown MN 55811

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rebecca Haley



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Planned Unit Development Amendment for the Pillars of Hermantown

RESOLUTION: 2024-42 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Amend the rear and side yard setbacks associated with the Planned Unit Development approval for The Pillars of Hermantown.

DESCRIPTION OF REQUEST:

Requested is an amendment to the rear yard setback to decrease the setback from 100 feet to 94.1 feet and the front yard setback from Lavaque Road from 233 feet to 215.8 feet.

BACKGROUND:

The Pillars of Hermantown Planned Unit Development (PUD) was approved by the City Council in April 2020 (2020-47). As part of the PUD process, building setbacks for the front, side and rear yards were set.

As part of Oppidan/KTJ 360 (Owner) closing on the project with their lenders, an as-built ALTA survey was performed of the site and building. The as-built survey identified that the rear of the building (north side) was constructed 94.1 feet from the north property line as opposed to 100 feet and the front yard setback from Lavaque Road was constructed at 215.8 feet as opposed to 233 feet, per the approved PUD. The shift of the building to the west accounts for a greater side yard setback on the east side of the property.

Upon conversation with the City Attorney, it was recommended that the City amend the PUD to reflect the built conditions of the building. Upon the acceptance of the resolution by the Owner, the City will record the amended PUD with St. Louis County so the amended rear yard setback is documented.

SUMMARY:

The proposed amendment to the Development Plan is consistent with the City’s development goals for residential housing in the affected area of the City. By amending the 2020 PUD to reflect the as-built conditions of the building it allows for the Owner to finalize their work with their lenders.

RECOMMENDATION:

Staff recommends approval of the amendment to the Planned Unit Development (PUD), subject to the following:

1. Oppidan/KTJ 360 to sign and accept the amended Planned Unit Development.
2. The City to record the amended Planned Unit Development with St. Louis County.



SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Location Map
2020 PUD Site Data
2024 ALTA Survey

Resolution No. 2024-42

Resolution Approving Amendments To The Planned Unit Development For The Pillars Of Hermantown

WHEREAS, in 2020, KTJ 360, LLC (“Developer”) submitted a plan to the City Council for a proposed construction of a 110 unit residential development (“Project”) with a legal description as follows:

Property ID: 395-0010-04120

S 1/2 OF W 1/2 OF SW 1/4 OF SW ¼ SECTION 14 TOWNSHIP 50 RANGE 15 ST. LOUIS COUNTY, MINNESOTA
; and

WHEREAS, the Planned Unit Development (“PUD”) for the Project was approved by the Hermantown City Council by Resolution No. 2020-47; and

WHEREAS, site specific setbacks were established with the approved PUD (Exhibit A);
and

WHEREAS, building and site construction for the Project was conducted from 2022-2024;
and

WHEREAS, upon completion of the building and site construction, an ALTA survey was conducted to verify building setbacks; and

WHEREAS, the rear yard setback and front yard setback from Lavaque Road were found to be less than the approved setbacks per the PUD; and

WHEREAS, in order to facilitate Developer finalizing documents with their lender, the approved PUD setbacks are proposed to be amended to reflect the ALTA survey setbacks (Exhibit B); and

WHEREAS, the City Council has reviewed the proposed amendments to the site data associated with the Project as shown on Exhibit A and Exhibit B attached hereto.

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

FINDINGS OF FACT

A. Resolution No. 2020-47 approved setbacks greater than the required setbacks in the R-3, Residential zoning district.

B. The amended setbacks continue to exceed the required setbacks in the R-3, Residential zoning district.

C. After further review and consideration, it was concluded that the Final PUD be amended to allow for setbacks that match the as-built conditions of the building.

ON THE BASIS OF THE FOREGOING FINDINGS OF FACT, the City Council of the City of Hermantown hereby resolves as follows:

1. The amendment to the setbacks for the Pillars of Hermantown Final PUD is hereby approved.

2. The City Clerk of the City of Hermantown is hereby authorized to record this Resolution against the Property.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A
2020 APPROVED PUD SITE DATA

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 233 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	100 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38'-10" to mid point of roofline
Maximum lot coverage	35%	9%

EXHIBIT B
2024 AMENDED PUD SITE DATA

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 215.8 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	94.1 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38'-10" to mid point of roofline
Maximum lot coverage	35%	9%

ACCEPTANCE OF RESOLUTION

KTJ 360, LLC (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation.

IN WITNESS WHEREAS, KTJ 360, LLC has executed this acceptance the ____ day of _____, 2024.

DEVELOPER:

KTJ 360, LLC

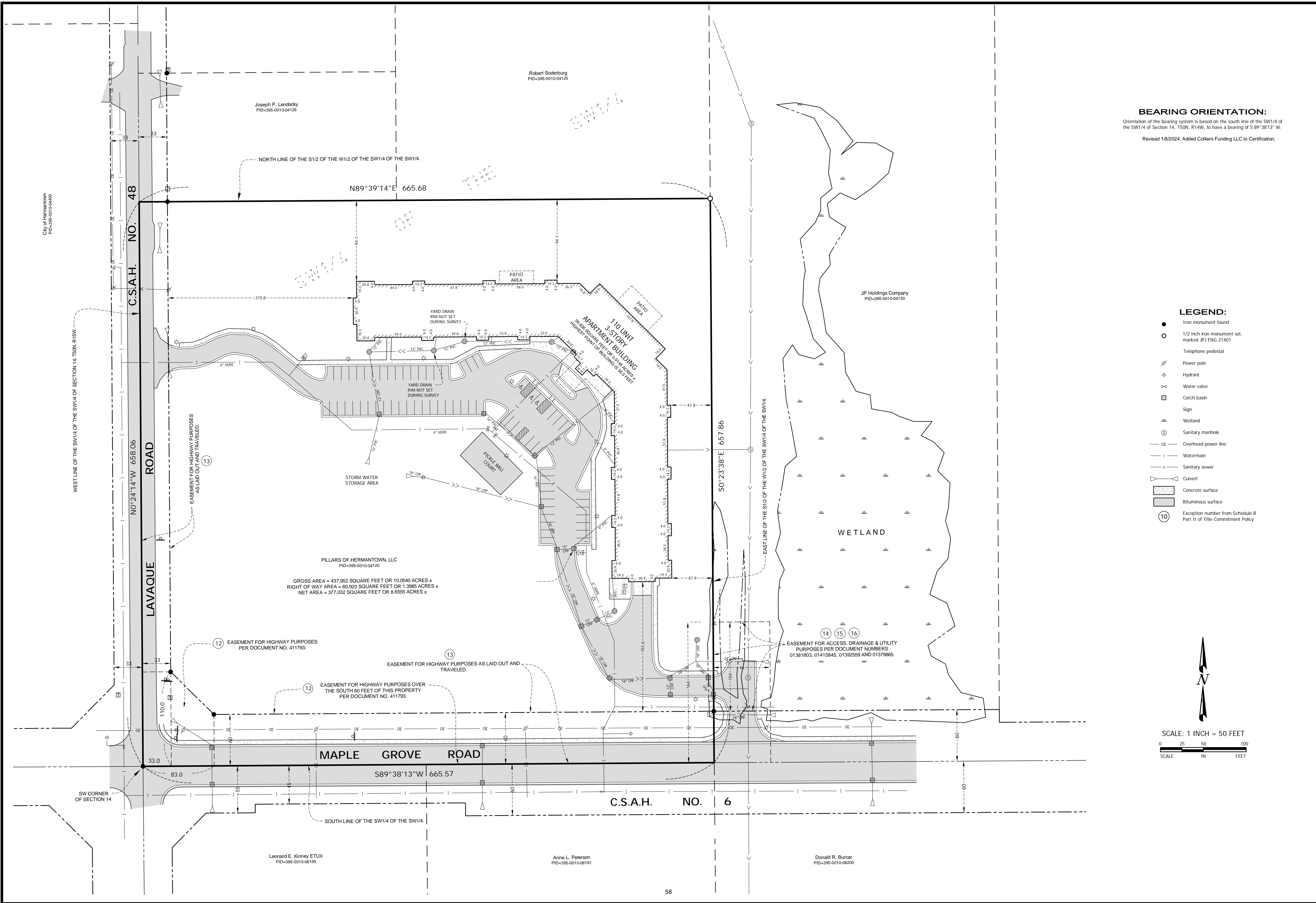
By _____
Its _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by KTJ 360, LLC.

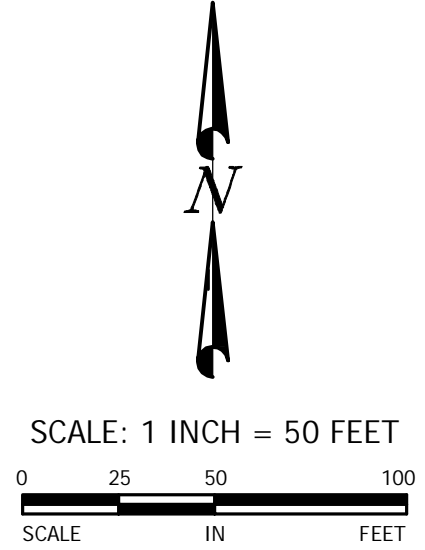
Notary Public

G:\Oppidan Investment Co 20-689 The Arbours Hermantown.dwg\700\2023 ALTA Survey Post Construction\20-689 Oppidan Alta Survey Post Construction.dwg 3/25/2024 9:38 AM



BEARING ORIENTATION:
 Orientation of the bearing system is based on the south line of the SW1/4 of the SW1/4 of Section 14, T50N, R14W, to have a bearing of S 89° 38' 13" W.
 Revised 1/8/2024: Added Colliers Funding LLC to Certification.

- LEGEND:**
- Iron monument found
 - 1/2 inch iron monument set, marked JPJ ENG 21401
 - Telephone pedestal
 - ⊗ Power pole
 - ⊕ Hydrant
 - ⊕ Water valve
 - ⊕ Catch basin
 - ⊕ Sign
 - ⊕ Wetland
 - ⊕ Sanitary manhole
 - OE — Overhead power line
 - W — Watermain
 - S — Sanitary sewer
 - C — Culvert
 - ▨ Concrete surface
 - ▨ Bituminous surface
 - ⑩ Exception number from Schedule B Part II of Title Commitment Policy



JPJ
 Engineering
 Land Surveying
 Site Development

JPJ ENGINEERING, INC
 425 Grant Street
 Hibbing, MN 55746
 (218) 262-5528

5670 Miller Trunk Hwy
 Duluth, MN 55811
 (218) 720-6219

www.jpjeng.com

REVISION DESCRIPTION

DATE	REVISION DESCRIPTION
1/09/2024	Added Colliers Funding, LLC to certification.
3/22/2024	Comments from Attorney.
3/25/2024	Revised address of property.

ALTA/NSPS LAND TITLE SURVEY
 For: Pillars of Hermantown, LLC.
 5097 Maple Grove Road, Hermantown, Minnesota 55811
 Part of the SW1/4 of the SW1/4 of Section 14, T50N, R14W, St. Louis County, Minnesota.

SURVEY BY: SRB
DRAWN BY: AJG
DESIGNED BY:
APPROVED BY: RMM
DATE: 12/06/2023
PROJECT NUMBER: 20-689
SHEET NUMBER: 2 OF 2

2020 Approved PUD Site Data

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 233 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	100 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38'-10" to mid point of roofline
Maximum lot coverage	35%	9%

2024 Amended PUD Site Data

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 215.8 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	94.1 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38'-10" to mid point of roofline
Maximum lot coverage	35%	9%



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Easement for Ice Arena

RESOLUTION: 2024-43 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve an easement with the School District for the ice arena.

BACKGROUND

In order for the City to use state bonding money to build the addition to the ice arena, the state of MN requires that the School District provide an easement (or ownership interest) in the property where the construction is to take place. This allows the School District to maintain ownership of the arena, but provides the necessary permission for the City to use state bonding money to build the addition.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Easement

Resolution No. 2024-43

Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A G.O. Compliance And Temporary Construction Easement Agreement Between The City Of Hermantown And The Independent School District No. 700

WHEREAS, the City is the recipient of a grant of a \$7.457 MM capital appropriation from the State of Minnesota to predesign, design, construct, furnish, and equip an expansion and improvements to the School District owned Hermantown Ice Arena, including adding a second sheet of indoor ice, locker rooms, dry land training area, ice plant, Zamboni room, and mezzanine, and renovating and reconfiguring existing space (the “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 public purpose of the Project is to increase recreational opportunities in the Hermantown community, to improve the school experience for District students, and as stated in the capital appropriation legislation;

WHEREAS, the intent of this Agreement is to give City a qualifying ownership interest in the Project as required by the Minnesota G.O. Compliance Law and the Commissioner of Management and Budget (“MMB”);

WHEREAS, District will manage, operate and own the Project to the fullest extent allowed by the Minnesota G.O. compliance requirements;

WHEREAS, City will have a Grant Agreement with MMB governing the total Project funding and the \$7.457 MM capital appropriation grant to City;

WHEREAS, the School District is willing to grant a temporary construction easement to the City for the Project over the Property owned by the School District on the terms and subject to the conditions more specifically set forth below;

WHEREAS, the School District is further willing to grant an easement to the City for a qualifying ownership interest in the Project for purposes of ensuring all terms and conditions required by State funding rules remain met for the Project.

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 a G.O. Compliance And Temporary Construction Easement Agreement between the City of Hermantown And the Independent School District No. 700 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:

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

(Top 3 inches reserved for recording data)

**G.O. COMPLIANCE AND TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT**

THIS G.O. COMPLIANCE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Easement”) is entered into as of the ____ day of April, 2024, by and between **Independent School District No. 700**, a public body under the laws of the State of Minnesota, (“School District” or “Grantor”) and **City of Hermantown**, a Minnesota statutory city, (“City” or “Grantee”).

RECITALS

WHEREAS, the City is the recipient of a grant of a \$7.457 MM capital appropriation from the State of Minnesota to predesign, design, construct, furnish, and equip an expansion and improvements to the School District owned Hermantown Ice Arena, including adding a second sheet of indoor ice, locker rooms, dry land training area, ice plant, Zamboni room, and mezzanine, and renovating and reconfiguring existing space (the “Project”);

WHEREAS, the School District is the owner of real property which includes the Hermantown Ice Area located in St. Louis County, legally described on Exhibit A, attached hereto (hereinafter, the “Property”);

WHEREAS, the School District and City have entered into a Joint Resolution of Intent to Upgrade the Hermantown Ice Arena between Independent School District 700 and the City of Hermantown, City Resolution No. 2023-124 and School Resolution No. ____, wherein the School District and City agree that it is in the best interest of the community to work cooperatively on the Project;

WHEREAS, the public purpose of the Project is to increase recreational opportunities in the Hermantown community, to improve the school experience for District students, and as stated in the capital appropriation legislation;

WHEREAS, the intent of this Agreement is to give City a qualifying ownership interest in the Project as required by the Minnesota G.O. Compliance Law and the Commissioner of Management and Budget (“MMB”);

WHEREAS, District will manage, operate and own the Project to the fullest extent allowed by the Minnesota G.O. compliance requirements;

WHEREAS, City will have a Grant Agreement with MMB governing the total Project funding and the \$7.457 MM capital appropriation grant to City;

WHEREAS, the School District is willing to grant a temporary construction easement to the City for the Project over the Property owned by the School District on the terms and subject to the conditions more specifically set forth below;

WHEREAS, the School District is further willing to grant an easement to the City for a qualifying ownership interest in the Project for purposes of ensuring all terms and conditions required by State funding rules remain met for the Project.

NOW THEREFORE, it is agreed by the parties as follows:

1. **Recitals.** The contents of the above Recitals are incorporated herein by reference.

2. **Grant of Easement.**

2.1. In consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged and in consideration of the promises, conditions, and covenants contained herein, Grantor hereby grants a temporary construction easement for the Project over, under, and through those lands situated in St. Louis County, Minnesota, legally described as provided in the attached Exhibit A, and more specifically the Ice Arena Property, as depicted in the attached Exhibit B, and further hereby grants to Grantee a non-exclusive G.O. Compliance easement to the Ice Arena Property for purposes of complying with the G.O. Compliance requirements for the use, occupation and operation of the Project.

2.2. This Easement Agreement is granted subject to and restricted by existing easements, reservation and restrictions, whether recorded or unrecorded.

3. **Term of Use.**

3.1. **Temporary Construction Easement.** The temporary construction easement hereby created and granted shall be subject to the terms and Exhibits set forth in Section 4 herein and continue until the later of December 31, 2024, or when the Project is turned over to School District (“Turn Over Date”), shall run with the land and shall bind the parties’ successors and assigns. The expiration date of this easement may be extended by mutual agreement, confirmed in writing, prior to the expiration date. Grantee shall use the Property only for construction purposes to and in compliance with the purposes, terms, and conditions as set forth in this Easement Agreement.

3.2. **G.O. Compliance Easement.** The easement hereby created and granted shall continue for a term commencing on the date hereof and continuing until the earlier of June 1, 2062, or 37.5 years after the Turn Over Date unless earlier terminated, shall be binding upon the parties’ successors and assigns, and shall run with the land. Grantee shall have a qualifying ownership interest in the Project for purposes of complying with Minnesota Statute § 16A.695 and the Commissioner’s Order on G.O. funding requirements related to the Project.

4. **Temporary Construction Easement.**

4.1. Grantee shall construct or cause to be constructed the Project, in substantial compliance with a budget, plans and specifications which Grantor has reviewed and approved. To the fullest extent allowed by the G.O. funding requirements, the Property, equipment, fixtures, and improvements shall at all times be owned, operated and maintained by Grantor, or its assigns. All warranties relating to the Project and rights of correction as against contractors shall be assigned by Grantee to Grantor on the Project Turn Over Date.

4.2. **Mechanics Liens.** The Grantee shall not have the power to subject nor shall it permit with whom it contracts to subject the Project to any mechanics' or materialmen's liens or other lien of any kind.

5. **Existing Utilities.** Grantee acknowledges that there may be other utilities located within the Ice Arena Property, and upon request, Grantor will assist in determining their location to prevent damage to or interference with any rights held by other easement holders, whether those rights are held under recorded or unrecorded easements.

6. **Amendment, Modification and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Easement Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the STATE OF MINNESOTA and the Commissioner of MMB, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

7. **Grantor's Right to Encumber.** Grantor may not create or allow any lien or encumbrance against the Easement Agreement, Grantor's ownership interest in the Easement Agreement, or Grantee's interest in the Easement Agreement, or mortgage or otherwise encumber its estate and interest in this Easement Agreement, without prior written consent of the STATE OF MINNESOTA and the Commissioner of MMB.

8. **Sale or Lease.** The Grantor's lands subject to this Easement Agreement remain subject to sale or lease by Grantor with the consent of the MMB Commissioner, but no such sale or lease by Grantor shall serve to revoke this easement unless otherwise terminated by Grantor in the manner provided in this Easement Agreement. In the event that the Grantee determines that this Easement is no longer usable or needed to carry out the Project, then Grantee shall sell the Grantee's interest in the Easement on the conditions that such sale is for fair market value upon terms authorized by law and approved by the Commissioner of Minnesota MMB in its reasonable discretion. For purposes of this Agreement, "fair market value" shall mean (I) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that any and all mortgage liens or encumbrances on the Easement being sold, which negatively affect the value of the Easement, will be released, or (II) the price bid by a purchaser under a public bid procedure after reasonable public notice with the proviso that any and all mortgage liens or encumbrances on the Easement, which negatively affect the value of the Easement, will be released at the time of acquisition by such purchaser.

9. **Compliance with Law.** The Parties shall comply with all laws, regulations and municipal ordinances affecting the Project or the areas in which they are situated.

10. **Liability.** This Easement shall not be construed as imposing liability on the Grantor for injury or damage to the person or property of the Grantee, or to any other persons or property, arising out of Grantee's use under this Easement Agreement. This Easement shall not be construed to impose liability on the Grantee for injury or damage to person or property of Grantor or to any other persons or property, arising out of Grantor's use of the Property. Grantor and Grantee agree that each will be responsible for their own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof. This clause shall not be construed to bar any legal remedies either party may have for the other party's failure to fulfill its obligations under this Easement.

11. **Grant Agreement Prevails.** Whenever there shall exist a conflict between the provisions of this Easement Agreement and that certain General Obligation Bond Proceeds Grant Agreement by and between Grantee and STATE OF MINNESOTA acting by and through its Department of Employment and Economic Development dated _____ ("Grant Agreement"), the Grant Agreement shall prevail. As a condition precedent to executing this Easement Agreement, Grantor shall separately certify in writing to Grantee Grantor's receipt and approval of the final form of Grant Agreement.

12. **Assignment.** This Easement shall not be assignable by the Grantee except upon written consent of the School District.

13. **Recording.** On or before ten (10) days after receipt of the executed Easement Agreement, Grantee shall file the Easement Agreement, or a memorandum thereof, for recording in the Office of the Registrar of Titles for St. Louis County, Minnesota and pay all costs associated with such recording. On or before ten (10) days after return receipt of the recorded Easement Agreement, Grantee shall provide Grantor a copy of such recorded Easement Agreement.

14. **Severability.** If any provision of this Easement Agreement is held invalid under any applicable statute or rule of law, whether now existing or hereinafter passed or adopted, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Easement Agreement are declared to be severable.

15. **Early Termination.** The Grant of Easement shall be automatically revoked and the Easements will be of no further force or effect if the City and District do not reach a written agreement on fully funding the Project costs – which shall include a guaranty by the City to pay for (i) any project cost overruns and (ii) funding shortage due to the failure of other parties to fund the project, and no obligation by the School to fund the Project – by May 1, 2024. The School shall send notice of such revocation in writing to the City and to MMB. If the Project is not constructed by December 15, 2025, the School District may revoke this Easement by sending notice of termination to the City and MMB. The Easement will be of no further force or effect once revoked.

IN WITNESS WHEREOF, Grantor has executed this Easement the day and year first above written.

GRANTOR:

Independent School District No. 700

By _____
Its _____

And By _____
Its _____

State of Minnesota, County of St. Louis

On this ____ day of _____, 2024, before me, a Notary Public within and for said County, personally appeared _____, the _____, of Independent School District No. 700 and _____, the _____, of Independent School District No. 700, and who executed the foregoing instrument as the free act and deed of Independent School District No. 700.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ **Notary Public** _____

My commission expires: _____
(month/day/year)

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantee has executed this Easement the day and year first above written.

GRANTEE:

City of Hermantown

By _____
Wayne Boucher, Its Mayor

And By _____
Alissa Wentzlaff, Its City Clerk

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)
Title (and Rank): _____ Notary Public
My commission expires: _____
(month/day/year)

[END OF SIGNATURES]

THIS INSTRUMENT WAS DRAFTED BY:
Johnson, Killen & Seiler, P.A.
230 W Superior St Ste 800
Duluth MN 55802
Phone 218-722-6331

EXHIBIT A
HERMANTOWN ICE ARENA PROPERTY OWNED BY GRANTOR

EXHIBIT B
G.O. COMPLIANCE EASEMENT PROPERTY



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: School Use Agreement for Ice Arena

RESOLUTION: 2024-44 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a use agreement with the School District for the ice arena.

BACKGROUND

Because the City intends to use state bonding money to build the addition to the ice arena while the School District maintains ownership of the building, the state of MN requires the City and the School District to have a use agreement on how the property will be used. The use agreement ensures that the facility will be used pursuant to the legislation that provided the bonding money.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Use Agreement

Resolution No. 2024-44

Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Arena Use Agreement Between the City of Hermantown And the Independent School District No. 700

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, Under the provisions contained in Minn. Stat. §§ 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19, (the “Capital Appropriation Legislation”), the State of Minnesota has allocated Seven Million Four Hundred Fifty-seven Thousand and No/100 Dollars (\$7,457,000.00) (the “Grant”) to be given to City for the Project, and

WHEREAS, the State of MN requires a use agreement to ensure that the facility is used pursuant to the Capital Appropriation as cited above, and.

WHEREAS the School Board has approved a use agreement for the ice arena as attached as Exhibit A,

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 have a use agreement for 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 Arena Use Agreement Between the City of Hermantown And the Independent School District No. 700 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:

Councilors , aye.

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

ARENA USE AGREEMENT
BETWEEN
CITY OF HERMANTOWN
AND
INDEPENDENT SCHOOL DISTRICT NO. 700

ARENA USE AGREEMENT

THIS ARENA USE AGREEMENT is made effective as of the ____ day of April, 2024 by and between the **City of Hermantown**, a Minnesota statutory City, (“City”) and **Independent School District No. 700**, a public body organized under the laws of the State of Minnesota, (“District”) in response to the following situation:

A. District is the owner of the Hermantown Ice Arena. City and District desire to memorialize their respective rights and duties pertaining to the use and operation of the improvements to the Hermantown Ice Arena, including adding a second sheet of indoor ice, locker rooms, dry land training area, ice plant, Zamboni room, mezzanine, and renovating and reconfiguring existing space (the “Project”) in the City of Hermantown, Minnesota.

B. City has constructed the Project in furtherance of the City’s program of public recreation to promote the health and wellness of the City.

C. The intent of this Agreement is to give the District as much control of the Project as permitted under the Capital Appropriation Legislation.

D. District is willing to assume responsibility for the operation of the Project following the completion of construction, subject to the limitations set forth herein.

E. Under the provisions contained in Minn. Stat. §§ 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19, (the “Capital Appropriation Legislation”), the State of Minnesota has allocated Seven Million Four Hundred Fifty-seven Thousand and No/100 Dollars (\$7,457,000.00) (the “Grant”) to be given to City for the Project. Further, the residents of the City passed a local option sales tax referendum in November, 2022 to provide \$10,840,000 in City funds to pay for the Project (“Sales Tax Funds”).

F. City may enter into lease or management agreements under Minnesota Statutes § 16A.695 for operation of the Project.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agrees as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

1.1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified:

1.1.1. “*Agreement*” shall mean this Arena Use Agreement.

1.1.2. “*Building*” shall mean the Hermantown Ice Arena located at 4309 Ugstad Road in Hermantown, Minnesota.

1.1.3. “*Capital Appropriation Legislation*” means the provisions contained in Minn. Stat. §§ 471.15-471.191 and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19.

1.1.4. “*Capital Maintenance and Repairs*” means the maintenance, repairs of the foundation, exterior walls, roof, windows, parking areas, sidewalks, plumbing, electrical, heating, air conditioning, fire control, ventilating systems, outdoor lighting, and mechanical elements.

1.1.5. “*City Representative*” means the City Administrator or any other person authorized to act on behalf of City under or with respect to this Agreement, as evidenced by a certificate confirming such authority executed by the Mayor and City Clerk.

1.1.6. “*City’s Statutory Authority*” refers to Minnesota Statutes §§ 412.211; 412.221, Subd. 3; 412.221, Subd. 32; 412.491; 471.15; 471.16; 471.17 and 471.191.

1.1.7. “*Commissioner*” shall mean the Commissioner of Minnesota Management and Budget.

1.1.8. “*Completion and Acceptance Certificate*” shall mean a certificate signed by the Architect, Construction Manager, District and City certifying Final Completion of the Project.

1.1.9. “*Completion Date*” is the date upon which a Completion and Acceptance Certificate is issued with respect to the construction of the Project.

1.1.10. “*Default*” or “*Event of Default*” means a default or defaults by either party under Article XII hereof.

1.1.11. “*Easement Agreement*” means the G.O. Compliance and Temporary Construction Easement Agreement entered into between District and City whereby the District grants an Easement to City for a qualifying ownership interest in the Project for purposes of ensuring all terms and conditions required by State funding rules remain met for the Project.

1.1.12. “*Governmental Program*” means an activity in the Project that is in furtherance of the City’s program of public recreation and in furtherance of City’s goal to promote the health and wellness in Hermantown pursuant to the City’s Statutory Authority.

1.1.13. “*Grant*” or “*State Bond Financing*” means grant of a State capital appropriation in the amount of Seven Million Four Hundred Fifty-seven Thousand and No/100 Dollars (\$7,457,000.00) approved for the Project by the State.

1.1.14. “*Grant Agreement*” means the State Grant Agreement entered into by the State of Minnesota and the City of Hermantown in connection with the Capital Appropriation Legislation which will partially fund the Project.

1.1.15. “*Improvements*” means the Building and building additions and improvements constructed and installed on the Land for which the Completion and Acceptance Certificate is issued, and any other improvements thereafter constructed or installed on the Land.

1.1.16. “*Land*” means the real property legally described on Exhibit A attached hereto upon which the Project is to be constructed.

1.1.17. “*Project*” means the improvements to the Hermantown Ice Arena, including adding a second sheet of indoor ice, locker rooms, , ice plant, Zamboni room, mezzanine, and renovating and reconfiguring existing space.

1.1.18. “*Project Area*” means the areas depicted on Exhibit B attached hereto.

1.1.19. “*Project Operations*” means the operational management and needs of the Project.

1.1.20. “*Statutory Authority*” means the provisions granted to the City contained in Minn. Stat. §§ 471.15-471.191.

1.1.21. “*State*” means the State of Minnesota.

1.1.22. “*State Bonds*” means the general obligation bonds authorized to be issued by the State under Article XI, Section 5(a) of the Minnesota Constitution to provide funds for the State Bond Financing.

1.1.23. “*State and Federal Law*” or “*Laws*” means the Constitution and laws of the State, and any or ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

1.2. **Exhibits.** The following Exhibits are attached and made a part of this Agreement.

1.2.1. Exhibit A: Land

1.2.2. Exhibit B: Project Area

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

2.1. **Representations, Covenants and Warranties of City.** City represents, covenants and warrants as follows:

2.1.1. City is a statutory City under the laws of the State.

2.1.2. City is authorized and empowered by Minnesota Statutes, including Minnesota Statutes §§ 471.15 to 471.91 pursuant to and Chapter 412, to construct the Project; to enter into this Agreement and perform the transactions contemplated hereby and thereby, and to carry out its obligations under this Agreement.

2.1.3. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City or its property is bound, or constitutes a Default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City, or upon the Project.

2.1.4. The officers of City executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of the City.

2.1.5. City will use its best efforts to cause the Project to be completed. The Project will be constructed in a good and workmanlike manner, will be constructed in accordance with the Project plans, specifications and timelines, will meet all applicable building codes, and will be approved for occupancy and operation by all officials having jurisdiction over the Project before the Completion and Acceptance Certificate is signed, Certificate of Occupancy is issued and the District commences its operations at the Project.

2.2. **Representations, Covenants and Warranties of District.** The District represents, covenants and warrants as follows:

2.2.1. District is a public body duly organized, existing and in good standing under the laws of the State.

2.2.2. The District has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby and thereby, and to carry out its obligations under this Agreement; is possessed of full power to perform its obligations under this Agreement and has duly authorized the execution and delivery of this Agreement.

2.2.3. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District or its property is bound, or constitutes a Default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project.

2.2.4. The officers of the District executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of the School Board or by other appropriate official action.

2.2.5. District represents that it has not relied on any statements made by City or any of its officers, agents, elected officials or consultants in making its determination to proceed with this Agreement.

2.3. **Capital Appropriation Legislation.** City and District acknowledge that, pursuant to the Capital Appropriation Legislation that the Project will be funded in part through the proceeds of a state grant in the amount of Grant made to City pursuant to the terms of the Grant Agreement.

ARTICLE III OWNERSHIP OF PROJECT

The ownership of the Land, Project, Improvements and replacement of any of the foregoing shall at all times be vested in District subject only to the provisions of this Agreement and the Easement Agreement.

It is specifically intended, understood and agreed by City and District that this Agreement is not a lease and the parties hereto agree that all interpretations and construction given to this Agreement shall be construed to accomplish the foregoing intent, understanding and agreement of the parties hereto.

ARTICLE IV TERM OF USE AND OPERATIONS AGREEMENT

4.1. **Term of Agreement.** This Agreement shall be and remain in effect with respect to the Project for a term commencing on the date hereof and continuing until September 1, 2061, unless earlier terminated pursuant to Section 4.2 hereof.

4.2. **Early Termination of Agreement.** The term of this Agreement will terminate prior to 37.5 years following substantial completion of the Project, upon the occurrence of the first of the following events:

4.2.1. An Event of Default by either party.

4.2.2. Exercise by a party of its rights to terminate this Agreement pursuant to a Default by the other party.

4.2.3. The agreement of City, District and Commissioner to terminate this Agreement.

4.2.4. -City and District do not reach a written agreement on fully funding the Project costs – which shall include a guaranty by the City to pay for (i) any project cost overruns and (ii) funding shortage due to the failure of other parties to fund the project, and no obligation by the School to fund the Project – by May 1, 2024.

ARTICLE V GENERAL MATTERS

5.1. **Operation.** District shall exercise due care in the use and operation of the Project Area and shall not use, operate or maintain the Project improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Agreement. District is responsible for the cost of operation of the Project and the Governmental Program.

5.2. **Oversight.** City will have oversight of the Governmental Program as reasonably requested by City. The oversight may include reviewing budgets, program evaluations, and operational updates by District or its Project manager to the extent required by Minnesota Statutes § 16A.695, Subd. 2(b) and Commissioner’s Order § 4.02(c).

5.3. **Project Revenue.** District shall be entitled to all revenue generated by the Project. District is not required to make any payments to City under this Agreement.

5.4. **Capital Maintenance and Repair.** District shall, at its own expense, perform Capital Maintenance and Repairs to the Project.

5.5. **Staffing.** District will provide, through any combination of its own employees and third party contracting, all staffing and management personnel required to properly operate the Project.

5.6. **District’s Additional Covenants.** District shall be responsible for the snowplowing and maintenance of the driveways and sidewalk and parking lots in the Project and on the Project Area. District will be solely responsible for the maintenance of the grounds and all exterior areas of the Project.

5.7. **Management of the District Operations.** District, during the terms hereof, agrees to provide management services with regard to the Project Operations. Such management services shall include the following:

5.7.1. Maintenance of books and accounts that reflect all records and expenditures incurred in connection with the management and operation of the Project Operations which books and accounts shall be available at all reasonable times to City for examination upon request.

5.7.2. To set reasonable and fair rules regarding the use of the Project Operations.

5.7.3. All other services that are reasonably necessary for the proper operation and management of the Project.

5.8. **Title.** During the term of this Agreement, legal title to the Project, including Inventory and Improvements and any and all repairs, replacements, substitutions and modifications to the Project shall be held by District.

5.9. **Purpose of this Agreement.** The purpose for which this Agreement is being entered is in order carry out the Governmental Program. This Agreement is being entered into in accordance with the provisions of the State Bond financed property, Minnesota Statute§ 16A.695, and rules, regulations, and orders issued pursuant thereto in order to carry out this public purpose and it is the intent of the parties that District shall implement the goals of City in serving the public purpose as herein provided.

5.10. **Liens.** District shall not, without the prior written consent of City and the Commissioner, create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Project, or Project Area or City's interest in the Easement Agreement in the Project or District's interest in this Agreement. City shall not, without the prior written consent of District, create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against any portion of the District's property.

ARTICLE VI INSURANCE

6.1. District Insurance. District shall obtain and maintain at its cost and expense commercially reasonable insurance covering the Project, including the following:

6.1.1. Comprehensive general liability insurance.

6.1.2. Worker's compensation insurance.

**ARTICLE VII
PAYMENT OF TAXES AND UTILITIES AND OTHER COSTS**

District shall pay, before any fine, penalty, interest or cost may be added or become due or be imposed for nonpayment thereof, all taxes, assessments, water and sewer rents, rates and charges, charges for public utilities, levies, licenses and permit fees and other governmental charges which may be assessed against the Project that are levied through normal operations of the Project.

**ARTICLE VIII
OPERATIONAL STANDARDS**

District shall operate the Project in accordance with the following operational standards:

8.1. **General.** The Project will be operated as an ice arena, public recreation facility, community space, or District related operations center in furtherance of the Governmental Program.

8.2. **Programs.** District shall within its sole and complete discretion establish the scheduling, supervision, recording, and reporting for program activities in the Project Operations.

8.3. **Repair, Replacement, Maintenance and Improvements.** District shall comply with all laws, regulations, ordinances relating to public entities for all purchases and make, execute or supervise all decisions concerning the routine day to day maintenance, repair and landscaping of the Project Operations. District shall comply with all applicable equal employment opportunity and non-discrimination laws, ordinances and regulations.

**ARTICLE IX
STATE GRANT REQUIREMENTS**

District shall at all times ensure that the use and operation with the Project complies with the provisions of that Grant Agreement to be entered into between City and the State of Minnesota with regard to the State Bond Financing and Grant Agreement.

**ARTICLE X
CITY RIGHT OF ENTRY**

Pursuant to City's Easement Agreement, District shall permit the City and its agents and employees to enter into and upon the Project Area for the purpose of inspecting the Project and fulfilling its obligations under this Agreement.

**ARTICLE XI
ABANDONMENT OF MANAGEMENT DUTIES**

District shall not abandon the Project at any time during the term of this Agreement.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

12.1. **Event of Default.** An Event of Default shall occur when a failure by a party to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of ninety (90) days after written notice specifying such failure and requesting that it be remedied has been given to the breaching party by the non-breaching party unless the non-breaching party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the non-breaching party will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the breaching party within the applicable period and diligently pursued until the Default is corrected.

12.2. **Remedies on Default.** Whenever any Event of Default or referred to herein shall have happened and be continuing with respect to the Project, the non-breaching party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Agreement or terminate this Agreement.

12.3. **No Remedy Exclusive.** No remedy herein conferred upon or reserved hereunder is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

14.2. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.3. **Amendments. Changes and Modifications.** This Agreement may be amended or any of its terms modified by written amendment authorized and executed by the City and District. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any Default of another party shall not affect or impair any right arising from any subsequent Default.

14.4. **Further Assurances and Corrective Instruments.** City and District agree that they will, if necessary, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or for carrying out the expressed intention of this Agreement.

14.5. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14.7. **Authorized Officers.** Whenever under the provisions of this Agreement the approval of the District or City is required, to take some action at the request of the other, such approval of such request shall be given for the District by the District Representative or for City by the City Representative and any party hereto shall be authorized to rely upon any such approval or request.

14.8. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

14.9. **Choice of Law.** All matters relating to the validity, construction, performance or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. Jurisdiction and venue for any proceedings in connection with this Agreement shall be in the District Court sitting in the City of Duluth, St. Louis County, Minnesota.

14.10. **Force Majeure.** The Parties shall be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any material causes beyond its reasonable control, including fire, storm, flood, pandemic, explosion, or war.

14.11. **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

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

14.13. **Audit.** City shall have the right to audit the District's books and records with respect to all components of the Project.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City has caused this Arena Use Agreement to be executed in its name by its duly authorized officers as of the date first above written.

CITY:

City of Hermantown

By _____
Wayne Boucher, Its Mayor

And By _____
Alissa Wentzlaff, Its City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, District has caused this Arena Use Agreement to be executed in its name by its duly authorized officers as of the date first above written.

DISTRICT:

Independent School District No. 700

By _____
Its _____

And By _____
Its _____

[END OF SIGNATURES]



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Funding Agreement for Ice Arena

RESOLUTION: 2024-45 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a funding agreement for the ice arena with the School District, Hermantown Area Hockey Association (HAHA), the Arena Board, and the Hermantown Arena Legacy Fund.

BACKGROUND

Because the City intends to use state bonding money to build the addition to the ice arena while the School District maintains ownership of the building, the state of MN requires the City and the School District to have a use agreement on how the property will be used. The use agreement ensures that the facility will be used pursuant to the legislation that provided the bonding money.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Funding Agreement

Resolution No. 2024-45

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

WHEREAS, **City of Hermantown**, a Minnesota statutory city, (“City”), **Independent School District No. 700**, a public body under the laws of the State of Minnesota, (“School”) **Hermantown Amateur Hockey Association**, a Minnesota nonprofit corporation, (“HAHA”), **Arena Legacy Fund**, a Minnesota nonprofit corporation (“Fund”), and the **Hermantown Arena Board, Inc.**, a Minnesota nonprofit corporation, (“Board”) (City, School, HAHA, Fund, and Board are collectively referred to as “Parties”) in response to the following situation:

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 Parties are commencing improvements to the Arena, including adding a second sheet of indoor ice, locker rooms, dryland training space, ice plant, Zamboni room, mezzanine, and renovating and reconfiguring existing space (the “Project”); and

WHEREAS, Parties hereto will benefit from the Project and desire to collaborate to generate and commit the funds necessary to complete the Project.

WHEREAS, The Parties have agreed to cooperate and assign responsibility pursuant to the terms of this Agreement.

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 Funding 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 15, 2024.

FUNDING AGREEMENT FOR HERMANTOWN ICE ARENA PROJECT

THIS FUNDING AGREEMENT (“Agreement”) is made effective as of the ____ day of April, 2024 (“Effective Date”) by and amongst the **City of Hermantown**, a Minnesota statutory city, (“City”), **Independent School District No. 700**, a public body under the laws of the State of Minnesota, (“School”) **Hermantown Amateur Hockey Association**, a Minnesota nonprofit corporation, (“HAHA”), **Arena Legacy Fund**, a Minnesota nonprofit corporation (“Fund”), and the **Hermantown Arena Board, Inc.**, a Minnesota nonprofit corporation, (“Board”) (City, School, HAHA, Fund, and Board are collectively referred to as “Parties”) in response to the following situation:

A. School is the owner of the existing Hermantown Ice Arena (“Arena”), which is located at 4309 Ugstad Road in the City of Hermantown.

B. Parties are commencing improvements to the Arena, including adding a second sheet of indoor ice, locker rooms, dryland training space, ice plant, Zamboni room, mezzanine, and renovating and reconfiguring existing space (the “Project”).

C. Parties hereto will benefit from the Project and desire to collaborate to generate and commit the funds necessary to complete the Project.

D. The Parties have agreed to cooperate and assign responsibility pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Project.**

1.1. City has hired Kraus Anderson Construction Company (“Construction Manager”) to manage the construction of the Project. City has hired Damberg Scott Gerzina Wagner Architects, Inc. d/b/a DSGW Architects (“Architect”) as the Project Architect.

1.2. A design team comprised of representatives from City, School, HAHA, Hermantown community members, Architect and Construction Manager has identified priority items for the Project and put together a schematic design (“Schematic Design”). A copy of the Schematic Design is attached as Exhibit A.

1.3. The Schematic Design does not include an over-ice scoreboard, spectator seats, enhanced dryland training space, extensive new parking, or a walking track.

1.4. Construction Manager has estimated that the cost of the Schematic Design is Twenty-Four Million Two Hundred Fifteen Thousand and No/100 Dollars (\$24,215,000.00) (“Project Price Estimate”). A copy of the Project Price Estimate is attached as Exhibit B.

1.5. On September 5, 2023, the City Council passed City Resolution No. 2023-124, Joint Resolution of Intent to Upgrade the Hermantown Ice Arena Between Independent School

District 700 and the City of Hermantown (“Joint Resolution”). The Joint Resolution is attached hereto as Exhibit C.

1.6. On January 2, 2024, the City Council of the City of Hermantown (“City Council”) passed City Resolution No. 2024-05, Resolution Authorizing DSGW to Provide Design Development Based on Funding for the Arena Project, which authorized Architect to move to the design development phase of the Project (“Authorization Resolution”). A copy of the Authorization Resolution is attached as Exhibit D.

1.7. The Authorization Resolution provided that the funding gap between the committed funding and the Project cost is Five Million Nine Hundred Eighteen Thousand and No/100 Dollars (\$5,918,000.00) million (“Funding Gap”). The Authorization Resolutions contemplates that the Funding Gap will be paid by the Parties (except the School) and not by the general City levy.

1.8. School shall has-not committed to pay any part of the Funding Gap except potential payments as provided herein pursuant to Section 5.10 herein.

2. **Current Project Timeline.** The current Project schedule is:

2.1. Schematic Design completion by January 2, 2024.

2.2. Design Development by March 15, 2024.

2.3. Bidding Package No. 1 by April 12, 2024.

2.4. Construction Documents by June 14, 2024.

2.5. Bidding Package No. 2 by June 10, 2024.

2.6. Construction Phase and Guaranteed Maximum Price by July 1, 2024.

2.7. Construction Phase will start by October 1, 2024 (“Commencement Date”)

2.8. Construction Substantial Completion by December 12, 2025 (“Completion Date”).

3. **Project Funding Plan.** Components of the Project’s funding are as follows:

3.1. **Capital Appropriation Legislation.** The Minnesota Legislature passed legislation contained in Minn. Stat. §§ 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19, (“Capital Appropriation Legislation”) whereby allocating Seven Million Four Hundred Seventy-Five Thousand and No/00 Dollars (\$7,475,000.00) (“Grant”) to be given to City for the Project.

3.2. **Community Recreation Initiative.** The Project is partially funding through a local option sales tax referendum which was passed by residents of the City in November of 2022 to provide Ten Million Eight Hundred Forty Thousand and No/100 Dollars (\$10,840,000.00) in City funds to pay for the Project (“Sales Tax Funds”).

3.3. **Funding Gap.** The Funding Gap will be funded as provided herein.

4. **City Obligations.** The City will:

4.1. Be responsible for administering the contracting, construction, and financial administration of the Project.

4.2. Contribute the Sales Tax Funds and Grant to the Project.

4.3. Enter into an Arena Use Agreement with School to facilitate the Grant (“Use Agreement”).

4.4. Enter into an G.O. Compliance and Temporary Construction Easement Agreement (“Easement”) with School whereby School grants to City a temporary construction easement and a permanent easement for a qualifying ownership interest in the Project pursuant to the terms and conditions of the Grant.

4.5. Bond for the revenue stream pledge to pay the portion of the Funding Gap that is subject to pledges payable over time. City will back the Project bonds with its general obligation bond taxing authority. In essence, City will pay the Project bonds for the Funding Gap with City funds if HAHA, Fund, or Board do not make payment(s) as set forth herein.

4.6. Guaranty the payment obligations of (i) HAHA under Section 6, (ii) the Fund under Section 7 and the Board under Section 8. If any of HAHA, the Fund, or the Board, fail to make a payment(s) as set forth herein, the City shall make such payments.

4.5.4.7. Guaranty payment of any cost overruns if the Project costs exceed the Funding Gap.

5. **School Obligations.** The School will:

5.1. Collaborate with City with respect to the ongoing planning, budgeting, and design of the Project.

5.2. Enter into the Use Agreement with City.

5.3. Enter into the Easement with City.

5.4. Retain ownership of the Arena and Project upon the Completion Date.

5.5. Approve all fundraising pledges for the Project Funding Gap. School will not engage in any fundraising, is not investigating the reliability of any fundraising pledge, and is

not warranting the reliability of any fundraising pledge by its approval. School will not unreasonably delay or deny [approval of](#) future proposed funding pledges.

5.6. Enter into a naming rights agreement with NorthStar Ford to make naming rights payments to City in the amount of total One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) and have a present value of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00).

5.7. Assign any Project successor or additional [Project](#) naming rights or [Project](#) fundraising pledge revenue to City to pay for the Funding Gap until such time as the City has retired the debt for the Project.

5.8. Approve the Project budget, funding plan, and Project schedule as described herein.

5.9. [School will not contribute any funds to \(i\) the Funding Gap or \(ii\) any project cost overruns, except School could potentially pay City funds toward the Funding Gap as set forth in Section 5.10 below.](#)

5.10. Pay the City any excess operating revenue [collected by the School](#) from the [Ice ArenaProject](#). It is acknowledged that the School currently does not collect any excess operating revenue from the [Ice Arena; such revenue is retrieved by HAHA for furthering Ice Arena obligations in HAHA's capacity as manager of the Ice ArenaProject](#). If the School [alters its agreement with HAHA \(or HAHA's successor, if any, as manager of the Ice Arena\) such that the School in the future](#) does receive excess operating revenue from the Project, School will pay that to City until the Funding Gap debt has been retired.

6. **HAHA Obligations.**

6.1. HAHA will contribute One Hundred Fourteen Thousand and No/100 Dollars (\$114,000.00) per year for twenty years toward the Project Funding Gap.

6.2. HAHA will pay City according to the payment schedule attached as [Exhibit E](#) ("HAHA Payment Schedule").

7. **Fund Obligations.**

7.1. Fund will contribute no less than a present value of Two Million One Hundred Twenty Thousand and No/100 Dollars (\$2,120,000.00) toward the Project Funding Gap . Once the Project Funding Gap is eliminated, Fund may choose to contribute its funds toward other purposes.

7.2. Fund is the sole group authorized to sell sponsorships, naming rights, or funding pledges for the Project. If Fund has naming rights or funding pledges for the Project

that are restricted by the donor for a specific use other than the Funding Gap (i.e. the seat campaign), the City must approve those pledges.

7.3. The obligations of Fund are corporate and not personal to the officers or directors of Fund.

7.4.

8. Board Obligations.

8.1. Board will contribute Seventy-six Thousand and No/100 Dollars (\$76,000.00) per year for twenty (20) years toward the Project Funding Gap.

8.2. Board will pay City according to the payment schedule attached as Exhibit F ("Board Payment Schedule").

8.3. Board will add representatives from City and School to its Board by the Commencement Date.

9. Recordkeeping. City hereby agrees:

9.1. To maintain appropriate records with respect to the activities performed by it under this Agreement.

9.2. To make such materials available at its office at all reasonable times for inspection by the Parties and copies thereof shall be furnished to Parties upon request.

10. **Notices.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the Parties may specify in writing:

If to City: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: City Administrator
Email: *jmulder@hermantownmn.com*

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

If to School: Hermantown School District
4307 Ugstad Rd
Hermantown, MN 55811
Attn: Superintendent
Email: *wwhitwam@isd700.org*

With a copy to: Roy J. Christensen
Johnson, Killen & Seiler, P.A.
230 West Superior Street, Suite 800
Duluth, MN 55802
Email: *rchristensen@duluthlaw.com*

If to HAHA: Hermantown Amateur Hockey Association
Attn: Marty Olson
4309 Ugstad Rd
Hermantown, MN 55811
Email: *molson@nbcbanking.com*

If to Fund: Arena Legacy Fund
Attn: Brent W. Malvick
c/o Hanft Fride Law Firm
1000 US Bank Place, 130 W Superior St
Duluth, MN 55802

Email: *bwm@hanftlaw.com*

If to Board: Hermantown Arena Board, Inc.
Attn: Jason Carlson
4309 Ugstad Rd.
Hermantown, MN 55811
Email: *Jasoncarlson@outlook.com*

If requested by recipient, any notice delivered by email shall be followed by personal or mail delivery of such correspondence and any attachments. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. **Sole Agreement.** This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the Parties, superseding any and all other agreements between the Parties and no verbal or other statements, inducements or representations have been made or relied upon by any of the Parties.

12. **Modification of Agreement.** No amendment, modification, termination or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by and on behalf of all of the Parties hereto.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

14. **Validity.** Any provision of this Agreement that is prohibited or unenforceable will be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or unenforceability of such provision of any other jurisdiction.

15. **Counterparts.** This Agreement may be executed in counterparts.

16. **Data Practices Act.** The Parties hereto acknowledge that City and School are subject to the provisions of the Minnesota Government Data Practices Act. All Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by any Party in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any party in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to all of the Parties hereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City has executed this Funding Agreement effective as of the day and year first above written.

CITY:

City of Hermantown

By _____
Its Mayor

And by _____
Its City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, School has executed this Funding Agreement effective as of the day and year first above written.

SCHOOL:

Independent School District No. 700

By _____
Its _____

And by _____
Its _____

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, HAHA has executed this Funding Agreement effective as of the day and year first above written.

HAHA:

Hermantown Amateur Hockey Association

By _____
Marty Olson, Its President

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Fund has executed this Funding Agreement effective as of the day and year first above written.

FUND:

Arena Legacy Fund

By _____
Its _____

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Board has executed this Funding Agreement effective as of the day and year first above written.

BOARD:

Hermantown Arena Board, Inc.

By _____
Jason Carlson, Its President

[END OF SIGNATURES]

EXHIBIT OUTLINE

EXHIBIT	DOCUMENT
Exhibit A	Schematic Design
Exhibit B	Project Price Estimate
Exhibit C	Joint Resolution
Exhibit D	Authorization Resolution
Exhibit E	HAHA Payment Schedule
Exhibit F	Board Payment Schedule

Resolution No. 2024-46

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Ray M. Hernesman And Gail K. Hernesman For The Hermantown Road Bridge BR-7724 And Road Improvement

WHEREAS, the City of Hermantown (“City”) desires to construct a new bridge and road improvements to a portion of Hermantown Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from Ray M. Hernesman and Gail K. Hernesman to construct the Project and Ray M. Hernesman and Gail K. Hernesman has executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Temporary Easement from Ray M. Hernesman and Gail K. Hernesman

RESOLUTION: 2024-46 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Easement from Ray M. Hernesman and Gail K. Hernesman. We hope to have this completed by Monday, April 15, 2024.

BACKGROUND

As you know, the City will be making improvements along Hermantown Road and Bridge in the summer of 2024 using a combination of Federal, State, and local funds. The City requested temporary easement along the roads on land owned by Ray M. Hernesman and Gail K. Hernesman. The City made an offer based upon an uncomplicated appraisal by SRF for that temporary easement and the Nelson's have accepted.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
Easement Agreement Ray M. Hernesman and Gail K. Hernesman

TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **Ray M. Hernesman and Gail K. Hernesman as Trustees of the Ray M. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors**, and **Ray M. Hernesman and Gail K. Hernesman as Trustees of the Gail K. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors**, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

C. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the roadway within the Temporary Easement area legally described on Exhibit B and depicted as Temporary Easement Area on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose

of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

3. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement area to substantially the same condition prior to Grantee's entry and to the Temporary Easement area.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR:

Gail K. Hernesman

By _____
Ray M. Hernesman, Its Trustee

And by _____
Gail K. Hernesman, Its Trustee

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

Personally came before me this _____ day of _____, 2024, the above-named Ray M. Hernesman and Gail K. Hernesman as Trustees of the Gail K. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

EXHIBIT A
Legal Description

South 424 1/2 feet of the West 1,020 feet of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4), Section Twenty (20), Township Fifty (50), Range Fifteen (15), EXCEPT 75/100 acres for road, and reserving to grantors an easement for ingress and egress over the East 33 feet thereof.

This property is Abstract.

PIN: 395-0010-05564

Property Address: 5577 Hermantown Road, Hermantown, MN 55810

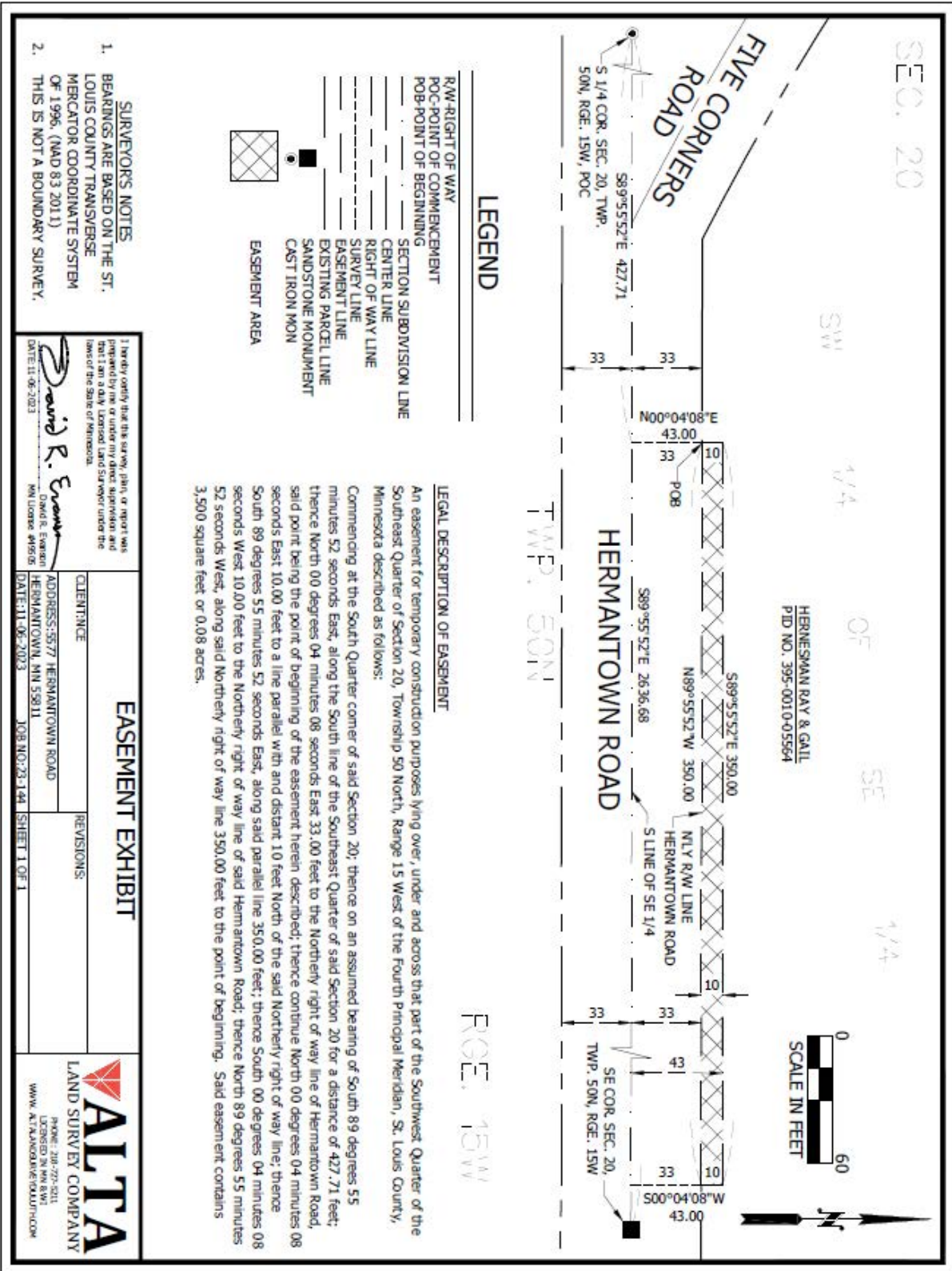
EXHIBIT B
Temporary Easement Legal Description

An easement for temporary construction purposes lying over, under and across that part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the South Quarter corner of said Section 20; thence on an assumed bearing of South 89 degrees 55 minutes 52 seconds East, along the South line of the Southeast Quarter of said Section 20 for a distance of 427.71 feet; thence North 00 degrees 04 minutes 08 seconds East 33.00 feet to the Northerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 04 minutes 08 seconds East 10.00 feet to a line parallel with and distant 10 feet North of the said Northerly right of way line; thence South 89 degrees 55 minutes 52 seconds East, along said parallel line 350.00 feet; thence South 00 degrees 04 minutes 08 seconds West 10.00 feet to the Northerly right of way line of said Hermantown Road; thence North 89 degrees 55 minutes 52 seconds West, along said Northerly right of way line 350.00 feet to the point of beginning.

Said easement contains 3,500 square feet or 0.08 acres.

EXHIBIT C
Easement Depiction



1. SURVEYOR'S NOTES
BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (MAD 83 2011)
2. THIS IS NOT A BOUNDARY SURVEY.

LEGEND

- R/W RIGHT OF WAY
- POB POINT OF BEGINNING
- SECTION SUBDIVISION LINE
- CENTER LINE
- RIGHT OF WAY LINE
- SURVEY LINE
- EASEMENT LINE
- EXISTING PARCEL LINE
- SANDSTONE MONUMENT
- CAST IRON MON
- EASEMENT AREA

LEGAL DESCRIPTION OF EASEMENT

An easement for temporary construction purposes lying over, under and across that part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the South Quarter corner of said Section 20; thence on an assumed bearing of South 89 degrees 55 minutes 52 seconds East, along the South line of the Southeast Quarter of said Section 20 for a distance of 427.71 feet; thence North 00 degrees 04 minutes 08 seconds East 33.00 feet to the Northernly right of way line of Hermantown Road; said point being the point of beginning of the easement herein described; thence continue North 00 degrees 04 minutes 08 seconds East 10.00 feet to a line parallel with and distant 10 feet North of the said Northernly right of way line; thence South 89 degrees 55 minutes 52 seconds East, along said parallel line 350.00 feet; thence South 00 degrees 04 minutes 08 seconds West 10.00 feet to the Northernly right of way line of said Hermantown Road; thence North 89 degrees 55 minutes 52 seconds West, along said Northernly right of way line 350.00 feet to the point of beginning. Said easement contains 3,500 square feet or 0.08 acres.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

David R. Evans
David R. Evans
State of Minnesota
Date: 11-06-2023

EASEMENT EXHIBIT

CLIENT/ENCE: ADDRESS: 5577 HERMANTOWN ROAD
HERMANTOWN, MN 55811

REVISIONS:

DATE: 11-06-2023 JOB NO: 23-144 SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 318-273-0311
LICENSED IN MN, WI
WWW.ALTA-SURVEYING.COM



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Temporary Easement from Gloria Nelson

RESOLUTION: 2024-47 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Easement from Gloria Nelson. We hope to have this completed by Monday, April 15, 2024.

BACKGROUND

As you know, the City will be making improvements along Hermantown Road and bridge in the summer of 2024 using a combination of Federal, State, and local funds. The City requested temporary easement along the roads on land owned by Gloria Nelson. The City made an offer based upon an uncomplicated appraisal by SRF for those easements and the Nelson's have accepted.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
Easement Agreement Nelson

Resolution No. 2024-47

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gloria Plucinak Nelson For The Hermantown Road Bridge BR-7724 And Road Improvement

WHEREAS, the City of Hermantown (“City”) desires to construct a new bridge and road improvements to a portion of Hermantown Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from Gloria Plucinak Nelson to construct the Project and Gloria Plucinak Nelson has executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye

And the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A

TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **Gloria Plucinak Nelson**, a single individual, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

C. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the roadway within the Temporary Easement area legally described on Exhibit B and depicted as Temporary Easement Area on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

3. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement area to substantially the same condition prior to Grantee's entry and to the Temporary Easement area.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Gloria Plucinak Nelson

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

This instrument was acknowledged before me on this _____ day of _____, 2024, by Gloria Plucinak Nelson, a single individual.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

EXHIBIT A
Legal Description

E'ly 524 ft. of W'ly 774 ft. of N'ly 416 ft. of NW1/4 of NE1/4, Section 29, Township 50, Range 15, formerly known as:

That part of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4), Section Twenty-nine (29), Township Fifty (50), Range Fifteen (15), described as follows: Beginning at a point 250 feet east of the Northwest corner of the above-described property on the Hermantown Road, Easterly from said point 524 feet on the Hermantown Road, thence Southerly 416 feet, thence Westerly 524 feet, thence Northerly 416 feet to the point of beginning.

This property is Abstract.

PIN: 395-0010-08642

Property Address: 5586 Hermantown Road, Hermantown, MN 55810

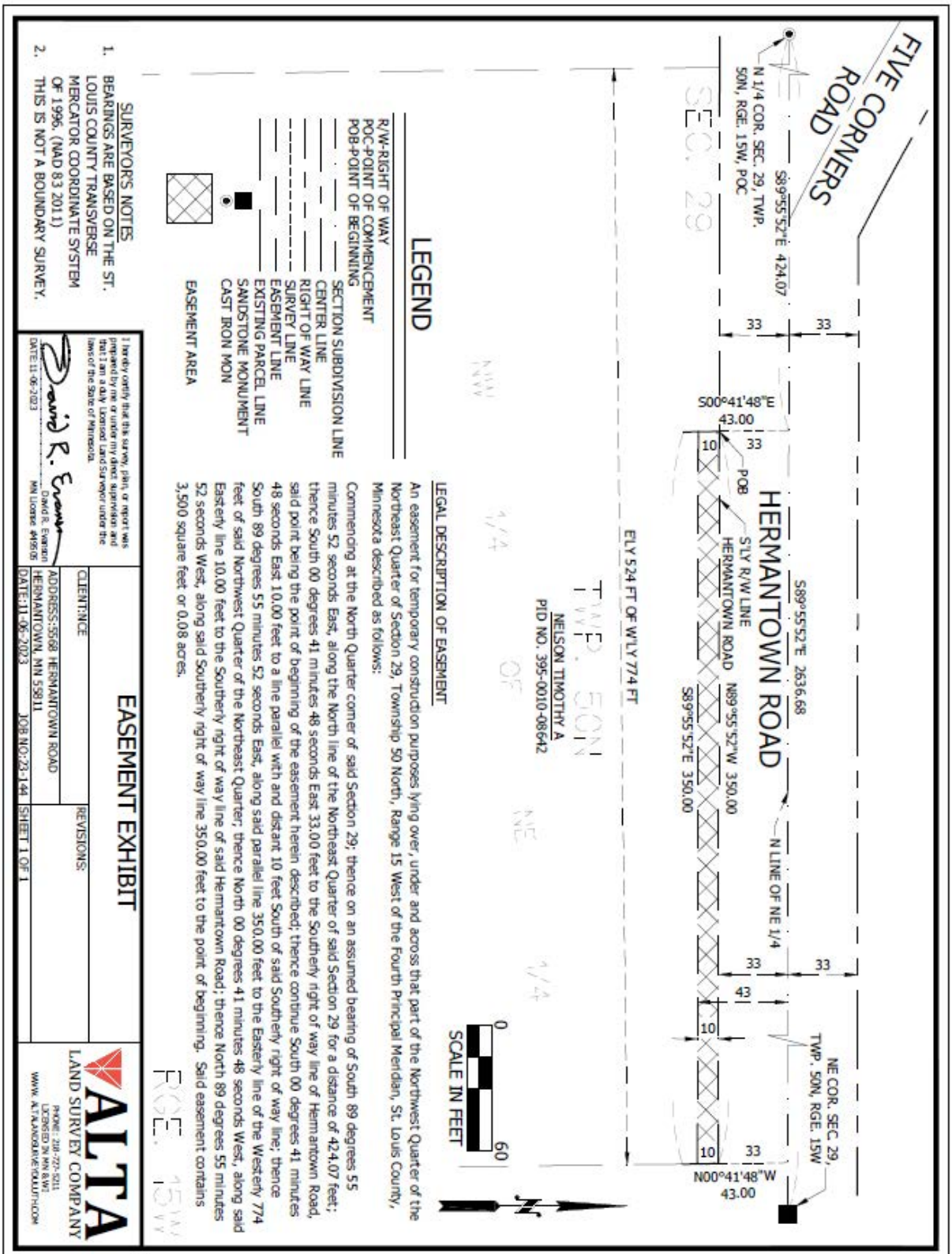
EXHIBIT B
Temporary Easement Legal Description

An easement for temporary construction purposes lying over, under and across that part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the North Quarter corner of said Section 29; thence on an assumed bearing of South 89 degrees 55 minutes 52 seconds East, along the North line of the Northeast Quarter of said Section 29 for a distance of 424.07 feet; thence South 00 degrees 41 minutes 48 seconds East 33.00 feet to the Southerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue South 00 degrees 41 minutes 48 seconds East 10.00 feet to a line parallel with and distant 10 feet South of said Southerly right of way line; thence South 89 degrees 55 minutes 52 seconds East, along said parallel line 350.00 feet to the Easterly line of the Westerly 774 feet of said Northwest Quarter of the Northeast Quarter; thence North 00 degrees 41 minutes 48 seconds West, along said Easterly line 10.00 feet to the Southerly right of way line of said Hermantown Road; thence North 89 degrees 55 minutes 52 seconds West, along said Southerly right of way line 350.00 feet to the point of beginning.

Said easement contains 3,500 square feet or 0.08 acres.

EXHIBIT C Easement Depiction





CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Easement from Cody Sorlie and Sara Schultz

RESOLUTION: 2024-48 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Easement from Cody Sorlie and Sara Schultz. We hope to have this completed by Monday, April 15, 2024.

BACKGROUND

As you know, the City will be making improvements along Hermantown Road in the summer of 2024 using a combination of Federal, State, and local funds. The City requested easements along the roads on land owned by Cody Sorlie and Sara Schultz. The City made an offer based upon an uncomplicated appraisal by SRF for those easements and the owners have accepted.

SOURCE OF FUNDS (if applicable)

475-431150-510	Proj.	541
----------------	-------	-----

ATTACHMENTS

Resolution
Easement Agreement Cody Sorlie and Sara Schultz

Resolution No. 2024-48

Resolution Authorizing and Directing Mayor and City Clerk To Execute an Acceptance of Easement Agreement to The City Of Hermantown from Cody Sorlie and Sara Schultz for The Hermantown Road Improvement

WHEREAS, the City of Hermantown (“City”) desires to construct a new bridge and road improvements to a portion of Hermantown Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from Cody Sorlie and Sara Schultz to construct the Project and from Cody Sorlie and Sara Schultz has executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye

And the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A

PERMANENT EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 12 day of April, 2024, between **Cody Sorlie**, a single individual, and **Sara Schultz**, a single individual, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway improvements on the Property (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for public purposes, including, but not limited to, the construction and maintenance of a roadway and public utilities or other public improvements, over, under, and across the property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted as proposed Permanent Easement Area on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants Grantee the Permanent Easement, for all public right-of-way purposes, including to construct and maintain a roadway on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent

Easement area as may be necessary to construct any roadway thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.


Cody Sorlie

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

This instrument was acknowledged before me on this 12th day of April, 2024, by Cody Sorlie, a single individual.




(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: 1/31/2025
(month/day/year)

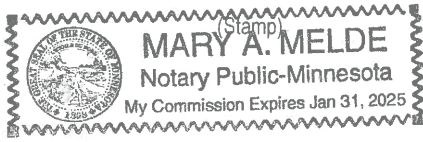
[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Sara Schultz / Sara Seelie
Sara Schultz

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

This instrument was acknowledged before me on this 12th day of April, 2024, by Sara Schultz, a single individual.



Mary A. Melde
(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: 1/31/2025
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue, Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

That part of said SW 1/4 of NW 1/4 of SECTION 20, TOWNSHIP 50 North of RANGE 15 West of the Fourth Principal Meridian, described as follows: Beginning at the SW corner of said SW 1/4 of NW 1/4, run East along the South line of said SW 1/4 – NW 1/4 for a distance of 314.03 feet to a point; thence run NWly at an angle of 108 degrees 31 minutes 01 seconds, to the left from the last described line, for a distance of 976.81 feet to the West line of said SW 1/4 – NW 1/4; thence South along said West line for a distance of 926.24 feet to the point of beginning containing approximately 3.33 acres.

This property is Torrens.

Parcel Identification No.: 395-0010-05460

Certificate of Title No. 352463.0

Property Address: 4002 Old Midway Road, Hermantown, MN 55810

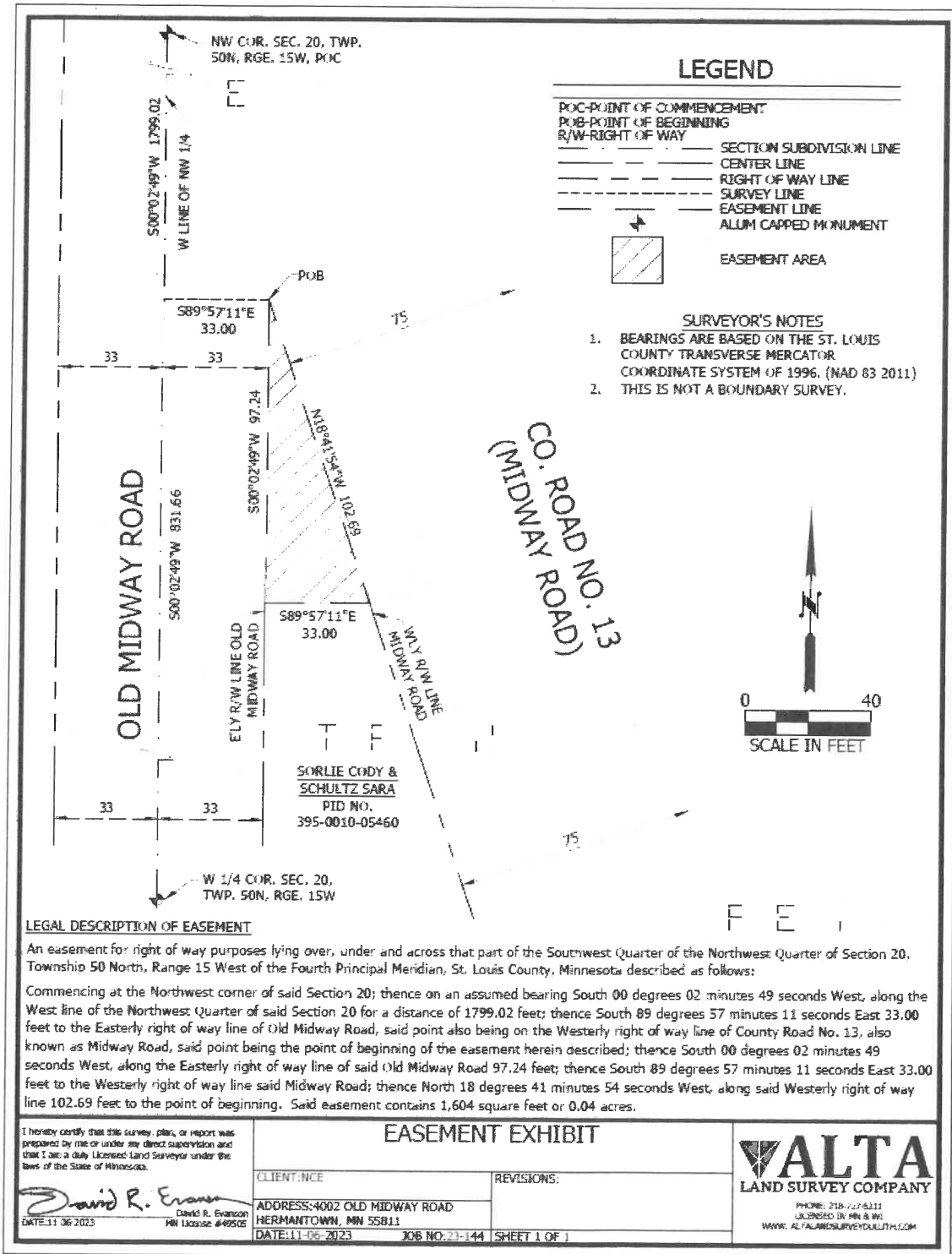
EXHIBIT B
Permanent Easement Legal Description

An easement for right of way purposes lying over, under and across that part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the Northwest corner of said Section 20; thence on an assumed bearing South 00 degrees 02 minutes 49 seconds West, along the West line of the Northwest Quarter of said Section 20 for a distance of 1799.02 feet; thence South 89 degrees 57 minutes 11 seconds East 33.00 feet to the Easterly right of way line of Old Midway Road, said point also being on the Westerly right of way line of County Road No. 13, also known as Midway Road, said point being the point of beginning of the easement herein described; thence South 00 degrees 02 minutes 49 seconds West, along the Easterly right of way line of said Old Midway Road 97.24 feet; thence South 89 degrees 57 minutes 11 seconds East 33.00 feet to the Westerly right of way line said Midway Road; thence North 18 degrees 41 minutes 54 seconds West, along said Westerly right of way line 102.69 feet to the point of beginning.

Said easement contains 1,604 square feet or 0.04 acres.

EXHIBIT C Easement Depiction





CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Road Improvement District No. 541 & 542 – Hermantown Rd

RESOLUTION: 2024-49 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Award Construction Bid provided by Northland Constructors of Duluth for Hermantown Rd and Bridge Improvement District No. 541 and 542 for \$3,884,400.00.

BACKGROUND

The bid opening for the above-mentioned project was conducted on Thursday, April 4, 2024 at 10:00 a.m. at City Hall. Sealed bids were received from seven contractors, with the low bidder being Northland Constructors of Duluth in the amount of \$3,884,400.00. The engineering estimate for the project is \$5,200,000.00.

It is recommended that the City award the construction contract for Road Improvement District No. 541 and 542 to Northland Constructors in the amount of \$3,884,400.00.

SOURCE OF FUNDS (if applicable)

Road Improvement Fund - 475-431150-530 Project 541 (Bonding, Special Assessments)
Bridge Improvements Fund - 603-441100-530 Project 542 (Bonding, Grant)

ATTACHMENTS

- Resolution
- Abstract of Bids
- Letter of Recommendation & Bid

Resolution No. 2024-49

Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) To Northland Constructors In The Amount Of \$3,884,400

WHEREAS, the City of Hermantown duly advertised for bids for Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724) (“Projects A and B”) within the City of Hermantown; and

WHEREAS, the City will finance the Project from road improvement funds; and

WHEREAS, bids on such Projects were publicly opened and tabulated by the Consulting Engineer and City Clerk on April 4, 2024; and

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

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

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

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Northland Constructors of Duluth. (“Contractor”) be awarded the contract for Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724) (“Projects”); and

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

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724)
2. The bid of Contractor is in the amount of \$3,884,400.00 for Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724) for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by

it.

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

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

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

EXHIBIT A

Hermantown Rd & Old Midway Rd Reconditioning (541)



Date: 4/4/24
Time: 10:00 AM

NCE Project No. 23-8007

	Bidder	Acknowledgement of Addendums	Bid Bond Present	Responsible Contractor	Non - Collusion Affidavit	Bid Amount		
						Project A	Project B	Total
1	Ulland Bros, Inc.	x	x	x	x	\$4,247,820.78	984,451.22	5,232,272.00
2	Northland Constructors	x	x	x	x	\$3,103,902.20	780,497.80	3,884,400.00
3	TNT Construction Group, LLC							
4	Casper Construction, Inc.							
5	Veit & Company, Inc.							
6	KTM Paving							
7	NORDIC Group							
8	Utility Systems of America							
9	KGM Contractors, Inc.	x	x	x	x	\$4,046,663.85	1,030,389	5,077,052.85
10	Sinnott Contracting, LLC.							
11	Kiminski Paving							
Engineer's Estimate						4,100,000	\$1,100,000.00	\$5,200,000.00

John Mulder
City Administrator
City of Hermantown
5105 Maple Grove Rd,
Hermantown, MN 55811
April 9, 2024

Re: Bid Recommendation for Hermantown Rd & Old Midway Rd Reconditioning

Dear John,

This letter is regarding the bid opening for Hermantown Road and Old Midway Road Reconditioning.

We have reviewed all the bids that were received on 4/4/2024 at the bid opening. Northland Constructors of Duluth, a division of Mathy Construction Co is the lowest responsible bidder for the project. The bid for Project A is \$3,103,902.20, Project B is \$780,497.80, with a total bid of \$3,884,400.00. We recommend awarding the contract for Hermantown Road and Old Midway Road Reconditioning to Northland Constructors of Duluth, a division of Mathy Construction Co.

Included as attachments to this letter are the bid abstract and the bid form received from Northland Constructors of Duluth, a division of Mathy Construction Co.

Sincerely,



David Bolf, P.E.
City of Hermantown Engineering
Northland Consulting Engineers
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

Bid Abstract

Project A

Date: 4/4/2024

Item No.	Note No.	Spec. No.	Item Description	Unit of Measure	Estimated Quantities		Total Estimated Quantities	NCE's Estimated Unit Price	NCE's Estimated Total Cost	Northland Unit Cost	Northland Total Cost	KGM Unit Cost	KGM Total Cost	Ulland Unit Cost	Ulland Total Cost
					Private	Public									
1		2021.501	MOBILIZATION	LS	1		1.0	\$126,500.00	\$126,500	\$ 36,327.90	\$ 36,327.90	\$ 159,000.00	\$ 159,000.00	\$ 249,156.03	\$ 249,156.03
2	1	2101.502	CLEARING	ACRE	1		0.8	\$15,000.00	\$12,000	\$ 4,650.00	\$ 3,720.00	\$ 6,000.00	\$ 4,800.00	\$ 14,000.00	\$ 11,200.00
3	1	2101.502	GRUBBING	ACRE	16		16.4	\$6,000.00	\$98,400	\$ 2,050.00	\$ 33,620.00	\$ 6,000.00	\$ 98,400.00	\$ 7,050.00	\$ 115,620.00
4		2104.502	REMOVE SIGN TYPE C	EACH	99		99.0	\$50.00	\$4,950	\$ 40.00	\$ 3,960.00	\$ 42.50	\$ 4,207.50	\$ 40.00	\$.
5	2	2104.503	REMOVE CULVERT PIPE	LF	3,127		3127.2	\$50.00	\$156,360	\$ 14.00	\$ 43,780.80	\$ 12.00	\$ 37,526.40	\$ 12.25	\$ 38,308.20
6	3	2104.503	SALVAGE CULVERT PIPE	LF	205		205.0	\$40.00	\$8,200	\$ 26.00	\$ 5,330.00	\$ 24.00	\$ 4,920.00	\$ 19.00	\$ 3,895.00
7		2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1,014		1013.9	\$3.00	\$3,042	\$ 2.00	\$ 2,027.80	\$ 2.10	\$ 2,129.19	\$ 2.65	\$ 2,686.84
8		2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	955		955.0	\$7.00	\$6,685	\$ 4.00	\$ 3,820.00	\$ 7.00	\$ 6,685.00	\$ 3.00	\$ 2,865.00
9	4	2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3,970		3970.0	\$10.00	\$39,700	\$ 28.00	\$ 111,160.00	\$ 28.00	\$ 111,160.00	\$ 32.00	\$ 127,040.00
10	4	2106.507	GRANULAR EMBANKMENT (CV)	CY	19,912		19912.0	\$20.00	\$398,240	\$ 18.00	\$ 358,416.00	\$ 36.75	\$ 731,766.00	\$ 20.00	\$ 398,240.00
11		2106.507	EXCAVATION - MUCK	CY	19,912		19912.0	\$10.00	\$199,120	\$ 6.00	\$ 119,472.00	\$ 17.00	\$ 338,504.00	\$ 14.50	\$ 288,724.00
12		2106.507	EXCAVATION - COMMON	CY	18,025		18025.0	\$10.00	\$180,250	\$ 10.00	\$ 180,250.00	\$ 12.50	\$ 225,312.50	\$ 22.50	\$ 405,562.50
13	4	2106.507	COMMON EMBANKMENT (CV)	CY	11,396		11396.0	\$8.00	\$91,168	\$ 8.00	\$ 91,168.00	\$ 4.50	\$ 51,282.00	\$ 12.50	\$ 142,450.00
14		2108.504	GEOTEXTILE FABRIC TYPE 5	SY	12,921		12921.0	\$5.00	\$64,605	\$ 1.75	\$ 22,611.75	\$ 3.35	\$ 43,285.35	\$ 2.50	\$ 32,302.50
15	4, 6	2118.507	AGGREGATE SURFACING (CV), CLASS 5	CY	1,348		1348.0	\$35.00	\$47,180	\$ 50.00	\$ 67,400.00	\$ 46.00	\$ 62,008.00	\$ 79.00	\$ 106,492.00
16		2211.507	AGGREGATE BASE (CV), CLASS 5	CY	7,316		7316.0	\$40.00	\$292,640	\$ 30.00	\$ 219,480.00	\$ 36.00	\$ 263,376.00	\$ 31.00	\$ 226,796.00
17		2215.504	FULL DEPTH RECLAMATION	SY	54,823		54823.0	\$2.00	\$109,646	\$ 2.20	\$ 120,610.60	\$ 1.25	\$ 68,528.75	\$ 0.70	\$ 38,376.10
18		2221.507	SHOULDER BASE AGGREGATE (CV), CLASS 5	CY	1,113		1113.0	\$40.00	\$44,520	\$ 40.00	\$ 44,520.00	\$ 36.00	\$ 40,068.00	\$ 60.00	\$ 66,780.00
19	7, 8	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6,551		6551.0	\$75.00	\$491,325	\$ 62.00	\$ 406,162.00	\$ 62.00	\$ 406,162.00	\$ 61.50	\$ 402,886.50
20	7, 8	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	6,551		6551.0	\$75.00	\$491,325	\$ 62.00	\$ 406,162.00	\$ 59.90	\$ 392,404.90	\$ 60.00	\$ 393,060.00
21	7, 8, 9	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3,B)	TON	166		166.0	\$150.00	\$24,900	\$ 225.00	\$ 37,350.00	\$ 190.00	\$ 31,540.00	\$ 290.00	\$ 48,140.00
22	10	2501.502	18" RC PIPE APRON	EACH	18		18.0	\$1,400.00	\$25,200	\$ 1,500.00	\$ 27,000.00	\$ 1,100.00	\$ 19,800.00	\$ 1,250.00	\$ 22,500.00
23	10	2501.502	24" RC PIPE APRON	EACH	6		6.0	\$1,600.00	\$9,600	\$ 1,630.00	\$ 9,780.00	\$ 1,200.00	\$ 7,200.00	\$ 1,650.00	\$ 9,900.00
24	10	2501.502	36" RC PIPE APRON	EACH	4		4.0	\$2,800.00	\$11,200	\$ 2,600.00	\$ 10,400.00	\$ 2,500.00	\$ 10,000.00	\$ 2,400.00	\$ 9,600.00
25	10	2501.503	18" RC PIPE CULVERT	LF	408		408.0	\$150.00	\$61,200	\$ 72.00	\$ 29,376.00	\$ 100.00	\$ 40,800.00	\$ 170.00	\$ 69,360.00
26	10	2501.503	24" RC PIPE CULVERT	LF	128		128.0	\$170.00	\$21,760	\$ 98.00	\$ 12,544.00	\$ 125.00	\$ 16,000.00	\$ 165.00	\$ 21,120.00
27	10	2501.503	36" RC PIPE CULVERT	LF	96		96.0	\$300.00	\$28,800	\$ 174.00	\$ 16,704.00	\$ 215.00	\$ 20,640.00	\$ 270.00	\$ 25,920.00
28	11	2501.503	15" CS PIPE CULVERT	LF	3,614		3614.0	\$50.00	\$180,700	\$ 33.00	\$ 119,262.00	\$ 61.00	\$ 220,454.00	\$ 74.00	\$ 267,436.00
29	19	2511.507	RANDOM RIPRAP CLASS II	CY	79		78.5	\$110.00	\$8,635	\$ 64.00	\$ 5,024.00	\$ 80.00	\$ 6,280.00	\$ 105.00	\$ 8,242.50
30		2540.602	MAIL BOX SUPPORT	EACH	87		87.0	\$200.00	\$17,400	\$ 180.00	\$ 15,660.00	\$ 200.00	\$ 17,400.00	\$ 180.00	\$ 15,660.00
31	12	2563.601	TRAFFIC CONTROL	LS	1		1.0	\$63,500.00	\$63,500	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00	\$ 8,084.28	\$ 8,084.28
32	13	2564.518	SIGN PANELS TYPE C	SF	292		292.3	\$100.00	\$29,230	\$ 89.00	\$ 26,014.70	\$ 95.00	\$ 27,768.50	\$ 89.00	\$ 26,014.70
33	14	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1		1.0	\$5,000.00	\$5,000	\$ 1,090.00	\$ 1,090.00	\$ 2,500.00	\$ 2,500.00	\$ 6,162.74	\$ 6,162.74
34		2573.502	CULVERT END CONTROL	EACH	13		13.0	\$150.00	\$1,950	\$ 255.00	\$ 3,315.00	\$ 320.00	\$ 4,160.00	\$ 255.00	\$ 3,315.00
35		2573.503	SILT FENCE, TYPE HI	LF	29,497		29497.0	\$5.00	\$147,485	\$ 3.50	\$ 103,239.50	\$ 4.76	\$ 140,405.72	\$ 3.51	\$ 103,534.47
36		2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	2,674		2674.0	\$5.00	\$13,370	\$ 3.65	\$ 9,760.10	\$ 4.90	\$ 13,102.60	\$ 3.65	\$ 9,760.10
37		2575.504	RAPID STABILIZATION METHOD 4	SY	62,998		62998.0	\$3.00	\$188,994	\$ 2.60	\$ 163,794.80	\$ 2.18	\$ 137,335.64	\$ 2.59	\$ 163,164.82
38			ITEM REMOVED												
39		2575.504	SODDING TYPE LAWN	SY	15,010		15010.0	\$12.00	\$180,120	\$ 7.55	\$ 113,325.50	\$ 8.60	\$ 129,086.00	\$ 14.61	\$ 219,296.10
40		2580.503	INTERIM PAVEMENT MARKING	LF	21,076		21076.0	\$0.25	\$5,269	\$ 0.15	\$ 3,161.40	\$ 0.15	\$ 3,161.40	\$ 0.29	\$ 6,112.04
41	16	2582.503	4" SOLID LINE PAINT (WR)	LF	45,484		45484.0	\$0.50	\$22,742	\$ 0.35	\$ 15,919.40	\$ 0.35	\$ 15,919.40	\$ 0.35	\$ 15,919.40
42	16	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	9,821		9821.0	\$1.00	\$9,821	\$ 0.70	\$ 6,874.70	\$ 0.75	\$ 7,365.75	\$ 0.70	\$ 6,874.70
43	16	2582.503	4" BROKEN LINE PAINT (WR)	LF	11,255		11255.0	\$0.50	\$5,628	\$ 0.15	\$ 1,688.25	\$ 0.15	\$ 1,688.25	\$ 0.15	\$ 1,688.25
44	16	2582.503	24" SOLID LINE PAINT GR IN (WR)	LF	120		120.0	\$10.00	\$1,200	\$ 43.00	\$ 5,160.00	\$ 45.00	\$ 5,400.00	\$ 43.00	\$ 5,160.00
45		2131.506	CALCIUM CHLORIDE SOLUTION	MGAL	22		22.0	\$2,000.00	\$44,000	\$ 1,500.00	\$ 33,000.00	\$ 1,575.00	\$ 34,650.00	\$ 1,500.00	\$ 33,000.00
46		2215.601	BASE STABILIZATION	GAL	1,582		1582.0	\$10.00	\$15,820	\$ 30.00	\$ 47,460.00	\$ 45.50	\$ 71,981.00	\$ 54.00	\$ 85,428.00

NCE's Total Estimate	\$3,944,859.20	Northland's Total Estimate	\$ 3,103,902.20	KGM's Total Estimate	\$ 4,046,663.85	Ulland's Total Estimate	\$ 4,243,833.77
-----------------------------	-----------------------	-----------------------------------	------------------------	-----------------------------	------------------------	--------------------------------	------------------------

Project B

Item No.	Note No.	Spec. No.	Item Description	Unit of Measure	Estimated Quantities		Total Estimated Quantities	LHB's Estimated Unit Price	LHB's Estimated Total Cost	Northland Unit Cost	Northland Total Cost	KGM Unit Cost	KGM Total Cost	Ulland Unit Cost	Ulland Total Cost
					SBB Part	SBB Non-Part									
1		2021.501	MOBILIZATION	LS	0.78	0.22	1	\$80,000	\$80,000	\$ 15,000.00	\$ 15,000.00	\$ 80,000.00	\$ 80,000.00	\$ 111,801.50	\$ 111,801.50
2		2101.501	CLEARING AND GRUBBING	LS		1	1	\$2,000	\$2,000	\$ 1,650.00	\$ 1,650.00	\$ 3,000.00	\$ 3,000.00	\$ 13,231.02	\$ 13,231.02
3		2104.502	REMOVE SIGN	EACH		6	6	\$300	\$1,800	\$ 40.00	\$ 240.00	\$ 42.50	\$ 255.00	\$ 40.00	\$ 240.00
4		2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF		48	48	\$15	\$720	\$ 2.00	\$ 96.00	\$ 2.50	\$ 120.00	\$ 2.70	\$ 129.60
5		2104.504	REMOVE BITUMINOUS PAVEMENT	SY		1160	1160	\$6	\$6,960	\$ 3.00	\$ 3,480.00	\$ 5.00	\$ 5,800.00	\$ 5.34	\$ 6,194.40
6		2104.507	REMOVE RIPRAP	CY		45	45	\$40	\$1,800	\$ 25.00	\$ 1,125.00	\$ 35.00	\$ 1,575.00	\$ 44.50	\$ 2,002.50
7		2106.507	EXCAVATION - COMMON	(P) CY		1173	1173	\$12	\$14,076	\$ 21.00	\$ 24,633.00	\$ 25.00	\$ 29,325.00	\$ 24.00	\$ 28,152.00
8		2106.507	SELECT GRANULAR EMBANKMENT MOD. 7% (CV)	(P) CY		1656	1656	\$30	\$49,680	\$ 35.00	\$ 57,960.00	\$ 38.50	\$ 63,756.00	\$ 40.00	\$ 66,240.00
9		2106.601	DEWATERING	LS	1		1	\$6,500	\$6,500	\$ 28,900.00	\$ 28,900.00	\$ 15,000.00	\$ 15,000.00	\$ 21,215.00	\$ 21,215.00
10		2211.507	AGGREGATE BASE (CV) CLASS 5	(P) CY		388	388	\$38	\$14,744	\$ 36.00	\$ 13,968.00	\$ 53.00	\$ 20,564.00	\$ 38.00	\$ 14,744.00
11		2401.503	TYPE S (TL-4) 36" BARRIER CONCRETE (3S52)	(P) LF	137		137	\$180	\$24,660	\$ 160.00	\$ 21,920.00	\$ 215.00	\$ 29,455.00	\$ 125.00	\$ 17,125.00
12		2401.507	STRUCTURE EXCAVATION CLASS R	CY	40		40	\$400	\$16,000	\$ 120.00	\$ 4,800.00	\$ 206.00	\$ 8,240.00	\$ 287.25	\$ 11,490.00
13		2401.507	STRUCTURAL CONCRETE (1P62)	CY	40		40	\$400	\$16,000	\$ 225.00	\$ 9,000.00	\$ 578.00	\$ 23,120.00	\$ 400.00	\$ 16,000.00
14		2401.507	STRUCTURAL CONCRETE (1G52)	(P) CY	122		122	\$1,000	\$122,000	\$ 520.00	\$ 63,440.00	\$ 840.00	\$ 102,480.00	\$ 550.00	\$ 67,100.00
15		2401.507	STRUCTURAL CONCRETE (3B52)	(P) CY	167		167	\$1,800	\$300,600	\$ 860.00	\$ 143,620.00	\$ 1,100.00	\$ 183,700.00	\$ 950.00	\$ 158,650.00
16		2401.508	REINFORCEMENT BARS	(P) LBS	7200		7200	\$2	\$12,600	\$ 1.40	\$ 10,080.00	\$ 1.60	\$ 11,520.00	\$ 1.25	\$ 9,000.00
17		2401.508	REINFORCEMENT BARS (EPOXY COATED)	(P) LBS	32910		32910	\$2	\$62,529	\$ 1.45	\$ 47,719.50	\$ 1.85	\$ 60,883.50	\$ 1.35	\$ 44,428.50
18		2401.508	REINFORCEMENT BARS (STAINLESS-75KSI)	(P) LBS	340		340	\$5	\$1,700	\$ 4.30	\$ 1,462.00	\$ 5.60	\$ 1,904.00	\$ 10.00	\$ 3,400.00
19		2401.518	BRIDGE SLAB CONCRETE (3YHPC-M)	(P) SF	1463		1463	\$45	\$66,835	\$ 75.00	\$ 109,725.00	\$ 68.00	\$ 99,484.00	\$ 80.00	\$ 117,040.00
20		2401.601	STRUCTURE EXCAVATION	LS	1		1	\$15,000	\$15,000	\$ 10,500.00	\$ 10,500.00	\$ 15,500.00	\$ 15,500.00	\$ 5,800.00	\$ 5,800.00
21		2401.601	SLOPE PREPARATION	LS	1		1	\$5,000	\$5,000	\$ 2,700.00	\$ 2,700.00	\$ 4,500.00	\$ 4,500.00	\$ 2,850.00	\$ 2,850.00
22		2402.502	BEARING ASSEMBLY	EACH	10		10	\$1,700	\$17,000	\$ 1,180.00	\$ 11,800.00	\$ 3,700.00	\$ 37,000.00	\$ 3,500.00	\$ 35,000.00
23		2405.503	PRESTRESSED CONCRETE BEAMS 14RB	(P) LF	191		191	\$350	\$66,850	\$ 375.00	\$ 71,625.00	\$ 475.00	\$ 90,725.00	\$ 450.00	\$ 85,950.00
24		2406.504	BRIDGE APPROACH PANELS	SY	135		135	\$350	\$47,250	\$ 260.00	\$ 35,100.00	\$ 370.00	\$ 49,950.00	\$ 350.00	\$ 47,250.00
25		2433.602	GROUTED REINFORCEMENT BARS	EACH	28		28	\$100	\$2,800	\$ 70.00	\$ 1,960.00	\$ 265.00	\$ 7,420.00	\$ 100.00	\$ 2,800.00
26		2442.501	REMOVE EXISTING BRIDGE	LS		1	1	\$90,000	\$90,000	\$ 34,800.00	\$ 34,800.00	\$ 15,000.00	\$ 15,000.00	\$ 14,400.00	\$ 14,400.00
27		2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	1		1	\$6,500	\$6,500	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
28		2511.504	GEOTEXTILE FILTER TYPE 7	SY	420		420	\$4	\$1,680	\$ 4.00	\$ 1,680.00	\$ 6.00	\$ 2,520.00	\$ 6.02	\$ 2,528.40
29		2511.507	RANDOM RIPRAP CLASS IV	CY	360		360	\$120	\$43,200	\$ 62.00	\$ 22,320.00	\$ 90.00	\$ 32,400.00	\$ 54.84	\$ 19,742.40
30		2563.601	TRAFFIC CONTROL SUPERVISOR	LS		1	1	\$1,000	\$1,000	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 3,958.54	\$ 3,958.54
31		2563.601	TRAFFIC CONTROL	LS	0.78	0.22	1	\$5,000	\$5,000	\$ 1,900.00	\$ 1,900.00	\$ 3,000.00	\$ 3,000.00	\$ 4,450.00	\$ 4,450.00
32		2564.602	OBJECT MARKER X4-4	EACH		4	4	\$200	\$800	\$ 185.00	\$ 740.00	\$ 200.00	\$ 800.00	\$ 185.00	\$ 740.00
33		2573.501	EROSION CONTROL SUPERVISOR	LS		1	1	\$1,500	\$1,500	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 3,958.54	\$ 3,958.54
34		2573.503	SILT FENCE, TYPE HI	LF		1170	1170	\$5	\$5,265	\$ 3.50	\$ 4,095.00	\$ 4.75	\$ 5,557.50	\$ 4.50	\$ 5,265.00
35		2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF		220	220	\$40	\$8,800	\$ 28.50	\$ 6,270.00	\$ 40.00	\$ 8,800.00	\$ 37.94	\$ 8,346.80
36		2574.507	COMMON TOPSOIL BORROW	CY		250	250	\$40	\$10,000	\$ 20.00	\$ 5,000.00	\$ 9.00	\$ 2,250.00	\$ 84.00	\$ 21,000.00
37		2575.501	TURF ESTABLISHMENT	LS		1	1	\$7,500	\$7,500	\$ 1,850.00	\$ 1,850.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
38		2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY		2246	2246	\$4	\$8,984	\$ 2.05	\$ 4,604.30	\$ 2.50	\$ 5,615.00	\$ 2.37	\$ 5,323.02
39		2575.523	RAPID STABILIZATION METHOD 3	MGAL		1.3	1.3	\$3,500.00	\$4,550	\$ 950.00	\$ 1,235.00	\$ 900.00	\$ 1,170.00	\$ 850.00	\$ 1,105.00

LHB's Total Estimate	\$1,148,883.00	Northland's Total Estimate	\$ 780,497.80	KGM's Total Estimate	\$ 1,030,389.00	Ulland's Total Estimate	\$ 984,451.22
----------------------	----------------	----------------------------	---------------	----------------------	-----------------	-------------------------	---------------

Engineer's Combined Total:	\$ 5,093,742.20	Northland's Combined Total	\$ 3,884,400.00	KGM's Combined Total	\$ 5,077,052.85	Ulland's Combined Total	\$ 5,228,284.99
----------------------------	-----------------	----------------------------	-----------------	----------------------	-----------------	-------------------------	-----------------

Roadway Cost	\$3,382,019
Storm Sewer Cost	\$503,020
Bridge Cost	\$917,204
Grading Cost	\$231,679

BID FORM

BID DATE: April 4th, 2024

BID TIME: 10:00 A.M.

LOCATION: Government Services Building, 5105 Maple Grove Road, Hermantown, MN 55811

Proposal of: Northland Constructors of Duluth, a division of Mathy Construction Co
(hereinafter called "Bidder"), organized and existing under the laws of the State of
Minnesota doing business as a corporation

(Insert "a corporation", "a partnership", "a limited liability company"
or "an individual" as applicable)

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

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

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

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

Project Description	Completion Date
Project A - Roadway Reconditioning	October 25 th , 2024
Project B - Bridge Reconstruction	August 15 th , 2024

Bidder further agrees to pay as liquidated damages the sum of **\$3,000.00 dollars** for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDUM:

Number	Date
1	March 26th, 2024
2	March 29th, 2024
3	April 2nd, 2024

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

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

	Base Bid
Project A	\$ 3,103,902.20
Project B	\$ 780,497.80
Total Base Bid	\$ 3,884,400.00

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

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

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

BID SUBMITTAL CHECKLIST
(Check to Indicate Inclusion with Submittal)

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

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



 Signature

Craig Ploetz

 Printed Name

Northland Constructors of Duluth,
 a division of Mathy Construction Co

 Legal Name of Bidding Entity

Minnesota

 State of Incorporation or Organization

April 4th, 2024

 Date

Vice President

 Title

4843 Rice Lake Rd

 Street Address (Must be served by
 U.S. Postal Service)

Duluth, MN 55803

 City, State and Zip Code

218-722-8170

 Telephone Number

 Facsimile Number

Craig.Ploetz@northlandconstructors.us

 E-mail Address

Hermantown Road and Old Midway Road Schedule of Prices

Date: 4/2/2024

Item No.	Spec. No.	Item Description	Unit of Measure	NCE Estimated Quantities	Bid Unit Price	Bid Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 36,327.90	\$ 36,327.90
2	2101.502	CLEARING	ACRE	0.8	\$ 4,650.00	\$ 3,720.00
3	2101.502	GRUBBING	ACRE	16.4	\$ 2,050.00	\$ 33,620.00
4	2104.502	REMOVE SIGN TYPE C	EACH	99	\$ 40.00	\$ 3,960.00
5	2104.503	REMOVE PIPE CULVERT	LF	3127.2	\$ 14.00	\$ 43,780.80
6	2104.503	SALVAGE PIPE CULVERT	LF	205	\$ 26.00	\$ 5,330.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1013.9	\$ 2.00	\$ 2,027.80
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	955	\$ 4.00	\$ 3,820.00
9	2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3970	\$ 28.00	\$ 111,160.00
10	2106.507	GRANULAR EMBANKMENT (CV)	CY	19912	\$ 18.00	\$ 358,416.00
11	2106.507	EXCAVATION - MUCK	CY	19912	\$ 6.00	\$ 119,472.00
12	2106.507	EXCAVATION - COMMON	CY	18025	\$ 10.00	\$ 180,250.00
13	2106.507	COMMON EMBANKMENT (CV)	CY	11396	\$ 8.00	\$ 91,168.00
14	2108.504	GEOTECTILE FABRIC TYPE 5	SY	12,921	\$ 1.75	\$ 22,611.75
15	2118.507	AGGREGATE SURFACING (CV), CLASS 5	CY	1,348	\$ 50.00	\$ 67,400.00
16	2211.507	AGGREGATE BASE (CV), CLASS 5	CY	7,316	\$ 30.00	\$ 219,480.00
17	2215.504	FULL DEPTH RECLAMATION	SY	54,823	\$ 2.20	\$ 120,610.60
18	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	1,113	\$ 40.00	\$ 44,520.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6,551	\$ 62.00	\$ 406,162.00
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	6,551	\$ 62.00	\$ 406,162.00
21	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3,B)	TON	166	\$ 225.00	\$ 37,350.00
22	2501.502	18" RC PIPE APRON	EACH	18	\$ 1,500.00	\$ 27,000.00
23	2501.502	24" RC PIPE APRON	EACH	6	\$ 1,630.00	\$ 9,780.00
24	2501.502	36" RC PIPE APRON	EACH	4	\$ 2,600.00	\$ 10,400.00
25	2501.503	18" RC PIPE CULVERT	LF	408	\$ 72.00	\$ 29,376.00
26	2501.503	24" RC PIPE CULVERT	LF	128	\$ 98.00	\$ 12,544.00
27	2501.503	36" RC PIPE CULVERT	LF	96	\$ 174.00	\$ 16,704.00
28	2501.503	15" CS PIPE CULVERT	LF	3,614	\$ 33.00	\$ 119,262.00
29	2511.507	RANDOM RIPRAP CLASS II	CY	78.5	\$ 64.00	\$ 5,024.00
30	2540.602	MAIL BOX SUPPORT	EACH	87	\$ 180.00	\$ 15,660.00
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,000.00	\$ 7,000.00
32	2564.518	SIGN PANELS TYPE C	SF	292.3	\$ 89.00	\$ 26,014.70
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,090.00	\$ 1,090.00
34	2573.502	CULVERT END CONTROL	EACH	13	\$ 255.00	\$ 3,315.00
35	2573.503	SILT FENCE, TYPE HI	LF	29,497	\$ 3.50	\$ 103,239.50
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	2,674	\$ 3.65	\$ 9,760.10
37	2575.604	RAPID STABILIZATION METHOD 4	SY	62,998	\$ 2.60	\$ 163,794.80
38	ITEM REMOVED					
39	2575.504	SODDING TYPE LAWN	SY	15,010	\$ 7.55	\$ 113,325.50
40	2580.503	INTERIM PAVEMENT MARKING	LF	21,076	\$ 0.15	\$ 3,161.40
41	2582.503	4" SOLID LINE PAINT (WR)	LF	45,484	\$ 0.35	\$ 15,919.40
42	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	9,821	\$ 0.70	\$ 6,874.70
43	2582.503	4" BROKEN LINE PAINT (WR)	LF	11,255	\$ 0.15	\$ 1,688.25
44	2582.503	24" SOLID LINE PAINT GR IN (WR)	LF	120	\$ 43.00	\$ 5,160.00
45	2131.506	CALCIUM CHLORIDE SOLUTION	MGAL	22	\$ 1,500.00	\$ 33,000.00
46	2215.601	BASE STABILIZATION	GAL	1,582	\$ 30.00	\$ 47,460.00

Project A Bid Price: \$ 3,103,902.20

Project A Bid Price Written Out: Three million one hundred three thousand nine hundred two dollars and twenty cents

Hermantown Rd - Bridge No.7724 Replacement Schedule of Prices

Date: 3/26/2024

Item No.	Spec. No.	Item Description	Unit of Measure	LHB Estimated Quantities	Bid Unit Price	Bid Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2	2101.501	CLEARING AND GRUBBING	LS	1	\$ 1,650.00	\$ 1,650.00
3	2104.502	REMOVE SIGN	EACH	6	\$ 40.00	\$ 240.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	48	\$ 2.00	\$ 96.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	1160	\$ 3.00	\$ 3,480.00
6	2104.507	REMOVE RIPRAP	CY	45	\$ 25.00	\$ 1,125.00
7	2106.507	EXCAVATION - COMMON (P)	CY	1173	\$ 21.00	\$ 24,633.00
8	2106.507	SELECT GRANULAR EMBANKMENT MOD. 7% (CV) (P)	CY	1656	\$ 35.00	\$ 57,960.00
9	2106.601	DEWATERING	LS	1	\$ 28,900.00	\$ 28,900.00
10	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CY	388	\$ 36.00	\$ 13,968.00
11	2401.503	TYPE S (TL-4) 36" BARRIER CONCRETE (3S52) (P)	LF	137	\$ 160.00	\$ 21,920.00
12	2401.507	STRUCTURE EXCAVATION CLASS R	CY	40	\$ 120.00	\$ 4,800.00
13	2401.507	STRUCTURAL CONCRETE (1P62)	CY	40	\$ 225.00	\$ 9,000.00
14	2401.507	STRUCTURAL CONCRETE (1G52) (P)	CY	122	\$ 520.00	\$ 63,440.00
15	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CY	167	\$ 860.00	\$ 143,620.00
16	2401.508	REINFORCEMENT BARS (P)	LBS	7200	\$ 1.40	\$ 10,080.00
17	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LBS	32910	\$ 1.45	\$ 47,719.50
18	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LBS	340	\$ 4.30	\$ 1,462.00
19	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SF	1463	\$ 75.00	\$ 109,725.00
20	2401.601	STRUCTURE EXCAVATION	LS	1	\$ 10,500.00	\$ 10,500.00
21	2401.601	SLOPE PREPARATION	LS	1	\$ 2,700.00	\$ 2,700.00
22	2402.502	BEARING ASSEMBLY	EACH	10	\$ 1,180.00	\$ 11,800.00
23	2405.503	PRESTRESSED CONCRETE BEAMS 14RB (P)	LF	191	\$ 375.00	\$ 71,625.00
24	2406.504	BRIDGE APPROACH PANELS	SY	135	\$ 260.00	\$ 35,100.00
25	2433.602	GROUTED REINFORCEMENT BARS	EACH	28	\$ 70.00	\$ 1,960.00
26	2442.501	REMOVE EXISTING BRIDGE	LS	1	\$ 34,800.00	\$ 34,800.00
27	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	1	\$ 2,500.00	\$ 2,500.00
28	2511.504	GEOTEXTILE FILTER TYPE 7	SY	420	\$ 4.00	\$ 1,680.00
29	2511.507	RANDOM RIPRAP CLASS IV	CY	360	\$ 62.00	\$ 22,320.00
30	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	1	\$ 500.00	\$ 500.00
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,900.00	\$ 1,900.00
32	2564.602	OBJECT MARKER X4-4	EACH	4	\$ 185.00	\$ 740.00
33	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$ 500.00	\$ 500.00
34	2573.503	SILT FENCE, TYPE HI	LF	1170	\$ 3.50	\$ 4,095.00
35	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	220	\$ 28.50	\$ 6,270.00
36	2574.507	COMMON TOPSOIL BORROW	CY	250	\$ 20.00	\$ 5,000.00
37	2575.501	TURF ESTABLISHMENT	LS	1	\$ 1,850.00	\$ 1,850.00
38	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	2246	\$ 2.05	\$ 4,604.30
39	2575.523	RAPID STABILIZATION METHOD 3	MGAL	1.3	\$ 950.00	\$ 1,235.00

Project B Bid Price: \$ 780,497.80

Project B Bid Price Written Out: Seven hundred eighty thousand four hundred ninety seven dollars and eighty cents

Combined Bid Price: \$ 3,884,400.00

Combined Bid Price Written Out: Three million eight hundred eighty four thousand four hundred dollars

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Northland Constructors of Duluth, a
division of Mathy Construction Company
4843 Rice Lake Road
Duluth, MN 55803

OWNER:

(Name, legal status and address)

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 North Franklin Street
Chicago, IL 60606

Mailing Address for Notices

Western Surety Company
151 North Franklin Street
Chicago, IL 60606

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

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

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

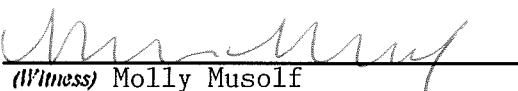
Hermantown Road and Old Midway Road and Bridge Reconstruction

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

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

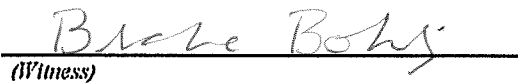
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 29th day of March, 2024.


(Witness) Molly Musolf

Northland Constructors of Duluth, a
division of Mathy Construction Company
(Principal) _____ (Seal)

By: 
(Title) Craig Ploetz, Vice President


(Witness)

Western Surety Company
(Surety) _____ (Seal)

By: 
(Title) Haley Pflug, Attorney-in-Fact

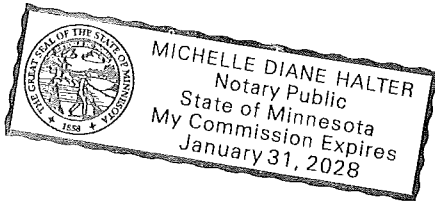


Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 29th day of March 2024, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Michelle Diane Halter
Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goedel, Michelle Halter, Kelly Nicole Enghauser, Blake S. Bohlig, Trisha Kasper, Haley Pflug, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

RESPONSIBLE CONTRACTOR CERTIFICATE

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

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

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

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

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

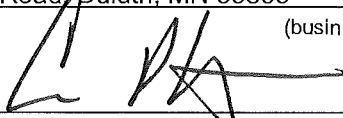
By signing this statement, I, Craig Ploetz _____ ,
(type or print name)

Vice President _____ certify that I am an owner or officer of the company
(title)

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

Northland Constructors of Duluth, a division of Mathy Construction Co _____
(name of the person, partnership, or corporation submitting this proposal)

4843 Rice Lake Road, Duluth, MN 55803 _____
(business address)

Signed:  _____
(bidder or authorized representative)

Date: 4/4/24 _____

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

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

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

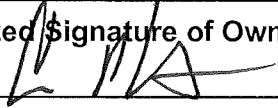
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: 	Printed Name: Craig Ploetz
Title: Vice President	Date: 4/4/24
Company Name: Northland Constructors of Duluth, a division of Mathy Construction Co	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Jake's Companies	Saginaw, MN
Erosion Control Specialists, Inc.	Esko, MN
E & J Rebar, Inc.	Ramsey, MN
Interstate Traffic Signs, Inc.	Walker, MN
Rainbow, Inc.	Minneapolis, MN
Century Traffic	Pewaukee, WI
Superior Diamond Concrete Cutting	Superior, WI
Short, Elliot, Hendrickson, Inc.	Chippewa Falls, WI
K O,Connor, LLC	Fairbault, MN

BID FORM

BID DATE: April 4th, 2024

BID TIME: 10:00 A.M.

LOCATION: Government Services Building, 5105 Maple Grove Road, Hermantown, MN 55811

Proposal of: Northland Constructors of Duluth, a division of Mathy Construction Co
(hereinafter called "Bidder"), organized and existing under the laws of the State of
Minnesota doing business as a corporation

(Insert "a corporation", "a partnership", "a limited liability company"
or "an individual" as applicable)

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

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

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

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

Project Description	Completion Date
Project A - Roadway Reconditioning	October 25 th , 2024
Project B - Bridge Reconstruction	August 15 th , 2024

Bidder further agrees to pay as liquidated damages the sum of **\$3,000.00 dollars** for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDUM:

Number	Date
1	March 26th, 2024
2	March 29th, 2024
3	April 2nd, 2024

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

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

	Base Bid
Project A	\$ 3,103,902.20
Project B	\$ 780,497.80
Total Base Bid	\$ 3,884,400.00

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

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

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

BID SUBMITTAL CHECKLIST
(Check to Indicate Inclusion with Submittal)

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

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



 Signature

Craig Ploetz

 Printed Name

Northland Constructors of Duluth,
 a division of Mathy Construction Co

 Legal Name of Bidding Entity

Minnesota

 State of Incorporation or Organization

April 4th, 2024

 Date

Vice President

 Title

4843 Rice Lake Rd

 Street Address (Must be served by
 U.S. Postal Service)

Duluth, MN 55803

 City, State and Zip Code

218-722-8170

 Telephone Number

 Facsimile Number

Craig.Ploetz@northlandconstructors.us

 E-mail Address

Hermantown Road and Old Midway Road Schedule of Prices

Date: 4/2/2024

Item No.	Spec. No.	Item Description	Unit of Measure	NCE Estimated Quantities	Bid Unit Price	Bid Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 36,327.90	\$ 36,327.90
2	2101.502	CLEARING	ACRE	0.8	\$ 4,650.00	\$ 3,720.00
3	2101.502	GRUBBING	ACRE	16.4	\$ 2,050.00	\$ 33,620.00
4	2104.502	REMOVE SIGN TYPE C	EACH	99	\$ 40.00	\$ 3,960.00
5	2104.503	REMOVE PIPE CULVERT	LF	3127.2	\$ 14.00	\$ 43,780.80
6	2104.503	SALVAGE PIPE CULVERT	LF	205	\$ 26.00	\$ 5,330.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1013.9	\$ 2.00	\$ 2,027.80
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	955	\$ 4.00	\$ 3,820.00
9	2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3970	\$ 28.00	\$ 111,160.00
10	2106.507	GRANULAR EMBANKMENT (CV)	CY	19912	\$ 18.00	\$ 358,416.00
11	2106.507	EXCAVATION - MUCK	CY	19912	\$ 6.00	\$ 119,472.00
12	2106.507	EXCAVATION - COMMON	CY	18025	\$ 10.00	\$ 180,250.00
13	2106.507	COMMON EMBANKMENT (CV)	CY	11396	\$ 8.00	\$ 91,168.00
14	2108.504	GEOTECTILE FABRIC TYPE 5	SY	12,921	\$ 1.75	\$ 22,611.75
15	2118.507	AGGREGATE SURFACING (CV), CLASS 5	CY	1,348	\$ 50.00	\$ 67,400.00
16	2211.507	AGGREGATE BASE (CV), CLASS 5	CY	7,316	\$ 30.00	\$ 219,480.00
17	2215.504	FULL DEPTH RECLAMATION	SY	54,823	\$ 2.20	\$ 120,610.60
18	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	1,113	\$ 40.00	\$ 44,520.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6,551	\$ 62.00	\$ 406,162.00
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	6,551	\$ 62.00	\$ 406,162.00
21	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3,B)	TON	166	\$ 225.00	\$ 37,350.00
22	2501.502	18" RC PIPE APRON	EACH	18	\$ 1,500.00	\$ 27,000.00
23	2501.502	24" RC PIPE APRON	EACH	6	\$ 1,630.00	\$ 9,780.00
24	2501.502	36" RC PIPE APRON	EACH	4	\$ 2,600.00	\$ 10,400.00
25	2501.503	18" RC PIPE CULVERT	LF	408	\$ 72.00	\$ 29,376.00
26	2501.503	24" RC PIPE CULVERT	LF	128	\$ 98.00	\$ 12,544.00
27	2501.503	36" RC PIPE CULVERT	LF	96	\$ 174.00	\$ 16,704.00
28	2501.503	15" CS PIPE CULVERT	LF	3,614	\$ 33.00	\$ 119,262.00
29	2511.507	RANDOM RIPRAP CLASS II	CY	78.5	\$ 64.00	\$ 5,024.00
30	2540.602	MAIL BOX SUPPORT	EACH	87	\$ 180.00	\$ 15,660.00
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,000.00	\$ 7,000.00
32	2564.518	SIGN PANELS TYPE C	SF	292.3	\$ 89.00	\$ 26,014.70
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,090.00	\$ 1,090.00
34	2573.502	CULVERT END CONTROL	EACH	13	\$ 255.00	\$ 3,315.00
35	2573.503	SILT FENCE, TYPE HI	LF	29,497	\$ 3.50	\$ 103,239.50
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	2,674	\$ 3.65	\$ 9,760.10
37	2575.604	RAPID STABILIZATION METHOD 4	SY	62,998	\$ 2.60	\$ 163,794.80
38	ITEM REMOVED					
39	2575.504	SODDING TYPE LAWN	SY	15,010	\$ 7.55	\$ 113,325.50
40	2580.503	INTERIM PAVEMENT MARKING	LF	21,076	\$ 0.15	\$ 3,161.40
41	2582.503	4" SOLID LINE PAINT (WR)	LF	45,484	\$ 0.35	\$ 15,919.40
42	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	9,821	\$ 0.70	\$ 6,874.70
43	2582.503	4" BROKEN LINE PAINT (WR)	LF	11,255	\$ 0.15	\$ 1,688.25
44	2582.503	24" SOLID LINE PAINT GR IN (WR)	LF	120	\$ 43.00	\$ 5,160.00
45	2131.506	CALCIUM CHLORIDE SOLUTION	MGAL	22	\$ 1,500.00	\$ 33,000.00
46	2215.601	BASE STABILIZATION	GAL	1,582	\$ 30.00	\$ 47,460.00

Project A Bid Price: \$ 3,103,902.20

Project A Bid Price Written Out: Three million one hundred three thousand nine hundred two dollars and twenty cents

Hermantown Rd - Bridge No.7724 Replacement Schedule of Prices

Date: 3/26/2024

Item No.	Spec. No.	Item Description	Unit of Measure	LHB Estimated Quantities	Bid Unit Price	Bid Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2	2101.501	CLEARING AND GRUBBING	LS	1	\$ 1,650.00	\$ 1,650.00
3	2104.502	REMOVE SIGN	EACH	6	\$ 40.00	\$ 240.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	48	\$ 2.00	\$ 96.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	1160	\$ 3.00	\$ 3,480.00
6	2104.507	REMOVE RIPRAP	CY	45	\$ 25.00	\$ 1,125.00
7	2106.507	EXCAVATION - COMMON (P)	CY	1173	\$ 21.00	\$ 24,633.00
8	2106.507	SELECT GRANULAR EMBANKMENT MOD. 7% (CV) (P)	CY	1656	\$ 35.00	\$ 57,960.00
9	2106.601	DEWATERING	LS	1	\$ 28,900.00	\$ 28,900.00
10	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CY	388	\$ 36.00	\$ 13,968.00
11	2401.503	TYPE S (TL-4) 36" BARRIER CONCRETE (3S52) (P)	LF	137	\$ 160.00	\$ 21,920.00
12	2401.507	STRUCTURE EXCAVATION CLASS R	CY	40	\$ 120.00	\$ 4,800.00
13	2401.507	STRUCTURAL CONCRETE (1P62)	CY	40	\$ 225.00	\$ 9,000.00
14	2401.507	STRUCTURAL CONCRETE (1G52) (P)	CY	122	\$ 520.00	\$ 63,440.00
15	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CY	167	\$ 860.00	\$ 143,620.00
16	2401.508	REINFORCEMENT BARS (P)	LBS	7200	\$ 1.40	\$ 10,080.00
17	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LBS	32910	\$ 1.45	\$ 47,719.50
18	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LBS	340	\$ 4.30	\$ 1,462.00
19	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SF	1463	\$ 75.00	\$ 109,725.00
20	2401.601	STRUCTURE EXCAVATION	LS	1	\$ 10,500.00	\$ 10,500.00
21	2401.601	SLOPE PREPARATION	LS	1	\$ 2,700.00	\$ 2,700.00
22	2402.502	BEARING ASSEMBLY	EACH	10	\$ 1,180.00	\$ 11,800.00
23	2405.503	PRESTRESSED CONCRETE BEAMS 14RB (P)	LF	191	\$ 375.00	\$ 71,625.00
24	2406.504	BRIDGE APPROACH PANELS	SY	135	\$ 260.00	\$ 35,100.00
25	2433.602	GROUTED REINFORCEMENT BARS	EACH	28	\$ 70.00	\$ 1,960.00
26	2442.501	REMOVE EXISTING BRIDGE	LS	1	\$ 34,800.00	\$ 34,800.00
27	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	1	\$ 2,500.00	\$ 2,500.00
28	2511.504	GEOTEXTILE FILTER TYPE 7	SY	420	\$ 4.00	\$ 1,680.00
29	2511.507	RANDOM RIPRAP CLASS IV	CY	360	\$ 62.00	\$ 22,320.00
30	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	1	\$ 500.00	\$ 500.00
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,900.00	\$ 1,900.00
32	2564.602	OBJECT MARKER X4-4	EACH	4	\$ 185.00	\$ 740.00
33	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$ 500.00	\$ 500.00
34	2573.503	SILT FENCE, TYPE HI	LF	1170	\$ 3.50	\$ 4,095.00
35	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	220	\$ 28.50	\$ 6,270.00
36	2574.507	COMMON TOPSOIL BORROW	CY	250	\$ 20.00	\$ 5,000.00
37	2575.501	TURF ESTABLISHMENT	LS	1	\$ 1,850.00	\$ 1,850.00
38	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	2246	\$ 2.05	\$ 4,604.30
39	2575.523	RAPID STABILIZATION METHOD 3	MGAL	1.3	\$ 950.00	\$ 1,235.00

Project B Bid Price: \$ 780,497.80

Project B Bid Price Written Out: Seven hundred eighty thousand four hundred ninety seven dollars and eighty cents

Combined Bid Price: \$ 3,884,400.00

Combined Bid Price Written Out: Three million eight hundred eighty four thousand four hundred dollars

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Northland Constructors of Duluth, a
division of Mathy Construction Company
4843 Rice Lake Road
Duluth, MN 55803

OWNER:

(Name, legal status and address)

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 North Franklin Street
Chicago, IL 60606

Mailing Address for Notices

Western Surety Company
151 North Franklin Street
Chicago, IL 60606

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

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

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

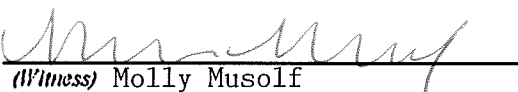
Hermantown Road and Old Midway Road and Bridge Reconstruction

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

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

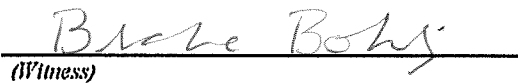
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 29th day of March, 2024.


(Witness) Molly Musolf

Northland Constructors of Duluth, a
division of Mathy Construction Company
(Principal) _____ (Seal)

By: 
(Title) Craig Ploetz, Vice President


(Witness)

Western Surety Company
(Surety) _____ (Seal)

By: 
(Title) Haley Pflug, Attorney-in-Fact

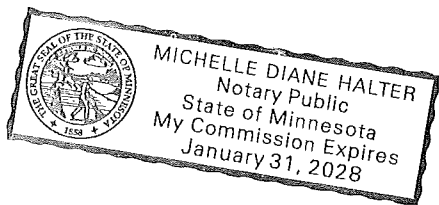


Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 29th day of March 2024, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Michelle Diane Halter
Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goedel, Michelle Halter, Kelly Nicole Enghauser, Blake S. Bohlig, Trisha Kasper, Haley Pflug, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

RESPONSIBLE CONTRACTOR CERTIFICATE

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

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

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

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

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


By signing this statement, I, Craig Ploetz _____ ,
(type or print name)

Vice President _____ certify that I am an owner or officer of the company
(title)

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

Northland Constructors of Duluth, a division of Mathy Construction Co _____
(name of the person, partnership, or corporation submitting this proposal)

4843 Rice Lake Road, Duluth, MN 55803 _____
(business address)

Signed:  _____ Date: 4/4/24 _____
(bidder or authorized representative)

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

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

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

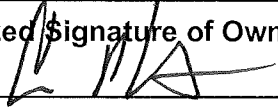
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: 	Printed Name: Craig Ploetz
Title: Vice President	Date: 4/4/24
Company Name: Northland Constructors of Duluth, a division of Mathy Construction Co	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Jake's Companies	Saginaw, MN
Erosion Control Specialists, Inc.	Esko, MN
E & J Rebar, Inc.	Ramsey, MN
Interstate Traffic Signs, Inc.	Walker, MN
Rainbow, Inc.	Minneapolis, MN
Century Traffic	Pewaukee, WI
Superior Diamond Concrete Cutting	Superior, WI
Short, Elliot, Hendrickson, Inc.	Chippewa Falls, WI
K O,Connor, LLC	Fairbault, MN

NON-COLLUSION AFFIDAVIT

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

State of Minnesota Duluth)
) ss

County of St. Louis)

I, Craig Ploetz, do state under penalty of
(name of person signing this affidavit)

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

(1) that I am the authorized representative of Northland Constructors of Duluth, a
division of Mathy Construction Co
(name of person, partnership or corporation submitting this proposal)

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

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

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

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

Signed: 
(bidder or his authorized representative)



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Material Testing – Improvements to Hermantown Road and Bridge

RESOLUTION: 2024-50 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve contract with Braun Intertec Corporation for Material Testing as part of the Improvements to Hermantown Road and Bridge Projects

BACKGROUND

The City will need a contract for material testing for the Improvements to Hermantown Road and Bridge Projects. The City has a Master Services Agreement with Braun Intertec Corporation for geo-technical and material testing.

SOURCE OF FUNDS (if applicable)

603-441100-319 Proj. 542
475-431150-319 Proj. 541

ATTACHMENTS

Resolution
Braun Proposal

Resolution No. 2024-50

Resolution Authorizing and Directing Mayor And City Clerk To Execute And Deliver An Agreement For Materials Testing Services For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724)

WHEREAS, the City of Hermantown (“City”) desires to obtain a Material Testing Services for Street Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724); and

WHEREAS, City and Braun Intertec Corporation desire to enter into an Agreement for Professional Services for Material Testing Services for Road Improvement District No. 551 and 542 (“Agreement”) as shown on Exhibit A attached hereto in which Braun Intertec Corporation provides Material Testing Services to the City not to exceed \$31,260 pursuant to the terms of the Agreement; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to Braun Intertec Corporation the Agreement for Material testing for Road Improvement 541 and 542 (Hermantown Road and Bridge 7724) substantially in the form attached hereto as Exhibit A.
2. The source of payment for the geotechnical services will be City Funds No. 475-431150-319 Project 541 and 603-441100-319 Project 542

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted on April 15, 2024.

EXHIBIT A

April 8, 2024

Proposal QTB194724/QTB194718

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

Re: Proposal for Construction Materials Testing Services
Hermantown Road and Old Midway Road Reconstruction
Construction of Bridge 69A90 - SAP 202-597-001
Hermantown, Minnesota

Dear Mr. Mulder:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for reconstruction of Hermantown Road and Old Midway Road, and construction of Bridge NO. 69A90 in Hermantown, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur. Our Duluth Office is located within 6 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

We have a history of completing projects with the City of Hermantown including working with you on projects such as Fichter Park, Stebner Park Roadway, and The Hermantown City Hall. We believe that our past reputation and record of performance should be considered when evaluating this proposal.

Our Understanding of Project

We understand the project will include reconstruction of Hermantown Road and Old Midway Road, which will include minor cuts and fills for grading, muck removal and backfill along a portion of the road, subgrade preparation, aggregate base placement and new bituminous pavement. The project will also include construction of Bridge 69A90. Replacement of culverts will also be part of this project.

These projects are City of Hermantown projects. Bridge 69A90 also includes state-aid funding. Projects constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's 2020 Standard Specifications for Construction. Bridge 69A90 is using the 2023 State Aid for Local Transportation (SALT) Schedule of Materials Control. Hermantown Road and Old Midway Road will follow the requirements of the City of Hermantown Schedule for Material Testing.

Personnel with MnDOT certifications must complete the monitoring and testing for the SAP portion of the project. Braun Intertec will perform the QA field testing and plant monitoring on these projects as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Northland Consulting Engineers, dated 3/7/2024 for Hermantown Road and Old Midway Road.
- Project plans and specifications prepared by City of Hermantown, dated 2/9/2024 for Bridge 69A90.

To our knowledge, no geotechnical report was prepared for this project.

Braun Intertec Project Personnel

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

Aggregate Production
Grading & Base I
Concrete Field Tester
Concrete Plant Tester
MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2023 Salt Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Scope of Services

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

Soil Related Services

- Perform nuclear gauge density tests on sub-grade, bridge abutment backfill, select granular, aggregate base, and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform Full Depth Reclaim Dynamic Cone Penetrometer (DCP) tests on full depth reclaim (FDR) materials.
- Perform moisture content tests at time of compaction on backfill and aggregate base.
- Perform gradation tests on, select granular borrow, full-depth reclaim, and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.

- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

Reporting and Project Management

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

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

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Copies of concrete plant certifications.

Basis of Scope of Work

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

- It will take 29 trips to complete the nuclear density gauge compaction testing on this project.
- Compaction testing on aggregate base and full depth reclaim materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with nine trips assumed.
- Seven sets of concrete tests will be required to complete the project.
- One coarse aggregate and one fine aggregate will be sampled for each ready-mix plant inspection.
- The ready-mix concrete for this project will come out of one ready mix plant.
- MnDOT will calibrate and certify the concrete plant.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$14,850** for the Approach Grading and Bridge NO. 69A90 and an estimated fee of **\$16,410** for Hermantown Road and Old Midway Road Reconditioning. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays

will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

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

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

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

Our services will be provided under the terms of the 2022-01-01 Master Services Agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

Attachments:

Project Proposal QTB194718
Project Proposal QTB194724

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB194718

Approach Grading and Bridge NO. 69A90 - SAP 202-597-001

Client: City of Hermantown David Bolf Hermantown Economic Development Authority 5105 Maple Grove Rd Hermantown, MN 55811	Work Site Address: Hermantown Road, East of CSAH 13 Hermantown, MN	Service Description: Construction Materials Testing
--	---	---

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$3,262.50
207	Compaction Testing - Nuclear	20.00	Hour	85.00	\$1,700.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Granular Borrow	5.00	Trips	4.00	20.00
1308	Nuclear moisture-density meter charge, per hour	20.00	Each	25.00	\$500.00
217	Compaction Testing - DCP's	1.50	Hour	85.00	\$127.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	1.00	Trips	1.50	1.50
209	Sample pick-up	2.00	Hour	85.00	\$170.00
1318	Moisture Density Relationship (Proctor)	1.00	Each	175.00	\$175.00
1162	Sieve Analysis with 200 wash, per sample	3.00	Each	145.00	\$435.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	85.00	\$85.00
1861	CMT Trip Charge	7.00	Each	10.00	\$70.00
Activity 1.2	Concrete Testing				\$8,592.50
261	Concrete Testing	17.50	Hour	85.00	\$1,487.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Piles	1.00	Trips	2.50	2.50
	Footings	2.00	Trips	2.50	5.00
	Abutments	2.00	Trips	2.50	5.00
	Bridge Deck	1.00	Trips	2.50	2.50
	Bridge Barriers	1.00	Trips	2.50	2.50
278	Concrete Cylinder Pick up	3.50	Hour	85.00	\$297.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	7.00	Trips	0.50	3.50
1364	Compressive strength of concrete cylinders, per specimen	21.00	Each	35.00	\$735.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Piles	1.00	Set	3.00	3.00
	Footings	2.00	Set	3.00	6.00
	Abutments	2.00	Set	3.00	6.00
	Bridge Deck	1.00	Set	3.00	3.00
	Bridge Barriers	1.00	Set	3.00	3.00
215	Concrete Ready Mix Plant Monitoring	29.00	Hour	105.00	\$3,045.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Piles	1.00	Trips	4.00	4.00
	Footings	2.00	Trips	4.00	8.00
	Abutments	2.00	Trips	4.00	8.00
	Bridge Deck	1.00	Trips	5.00	5.00
	Bridge Barrier	1.00	Trips	4.00	4.00
1162CO	Sieve Analysis, per sample	14.00	Each	145.00	\$2,030.00
226	Project Manager	5.25	Hour	150.00	\$787.50
1861	CMT Trip Charge	21.00	Each	10.00	\$210.00

185

Project Proposal

QTB194718

Approach Grading and Bridge NO. 69A90 - SAP 202-597-001

Activity 1.3	Project Management					
226	Project Manager	10.00	Hour	150.00		\$1,500.00
1230	MnDOT Final Report	1.00	Each	1,000.00		\$1,000.00
228	Senior Project Manager	1.00	Hour	175.00		\$175.00
238	Project Assistant	4.00	Hour	80.00		\$320.00
					Phase 1 Total:	\$14,850.00

Proposal Total:	\$14,850.00
------------------------	--------------------

Project Proposal

QTB194724

Hermantown Road and Old Midway Road Reconditioning

Client: City of Hermantown David Bolf Hermantown Economic Development Authority 5105 Maple Grove Rd Hermantown, MN 55811	Work Site Address: Hermantown Road Old Midway Road Hermantown, MN	Service Description: Construction Materials Testing
--	---	---

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$10,080.00
207	Compaction Testing - Nuclear	48.00	Hour	85.00	\$4,080.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities, Culverts	14.00	Trips	2.00	28.00
	Select Granular Borrow	2.00	Trips	2.00	4.00
	Aggregate Base	6.00	Trips	2.00	12.00
	Subgrade Preparation	2.00	Trips	2.00	4.00
1308	Nuclear moisture-density meter charge, per hour	48.00	Each	25.00	\$1,200.00
217	Compaction Testing - DCP's	16.00	Hour	85.00	\$1,360.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclaim	8.00	Trips	2.00	16.00
209	Sample pick-up	4.00	Hour	85.00	\$340.00
1318	Moisture Density Relationship (Proctor)	10.00	Each	180.00	\$1,800.00
1162	Sieve Analysis with 200 wash, per sample	5.00	Each	145.00	\$725.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	85.00	\$85.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	150.00	\$150.00
1861	CMT Trip Charge	34.00	Each	10.00	\$340.00
Activity 1.2	Pavement Testing				\$4,160.00
221	Mark and Observe Contractor Coring	12.00	Hour	105.00	\$1,260.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	2.00	Trips	6.00	12.00
1542	Thickness and Density of Bituminous Core	48.00	Each	60.00	\$2,880.00
1861	CMT Trip Charge	2.00	Each	10.00	\$20.00
Activity 1.3	Project Management				\$2,170.00
226	Project Manager	11.00	Hour	150.00	\$1,650.00
228	Senior Project Manager	1.00	Hour	180.00	\$180.00
238	Project Assistant	4.00	Hour	85.00	\$340.00
Phase 1 Total:					\$16,410.00

Proposal Total:	\$16,410.00
------------------------	--------------------



CITY COUNCIL MEETING DATE: April 15, 2024

TO: Mayor & City Council

FROM: Trish Crego, Infrastructure and Utility Director

SUBJECT: Accept Bridge Bonding – Hermantown Road

RESOLUTION: 2024-51 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a resolution accepting bridge bonding for the bridge over the Rocky Run river on Hermantown Road.

BACKGROUND

As part of the Road Improvement Project in 2024 to re-pave Hermantown Road between Ugstad and Hwy 2, the City plans on replacing the bridge over the Rocky Run River. The City hired LHB Engineers to design the bridge and that work is completed now. This request is to accept the state bridge bonding money to help finance that portion of the project. The plan is to reconstruct this summer.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Approval Letter

Resolution No. 2024-51

Resolution for Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions SAP 202-597-001

WHEREAS, the City of Hermantown has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. 69A90; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$900,004.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Hermantown does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

BE IT FURTHER RESOLVED that The City of Hermantown does hereby request authorization to replace, rehabilitate, or remove such bridges.

Councilor _____ introduced the foregoing resolution and moved its adoption as amended above.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

Local Bridge Replacement Program Grant Agreement
Grant Terms and Conditions
SAP 202-597-001
5/15/2024

WHEREAS, the **City of Hermantown** has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. **69A90**; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$900,004.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the **City of Hermantown** does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper *city officers* are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.