

CITY OF HERMANTOWN AGENDA

**Pre-Agenda Meeting Monday, April 6, 2026 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, April 6, 2026 at 6:30 pm
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. COMMUNICATIONS

A. Correspondence 26-19 through 26-37 placed on file

6. PUBLIC COMMENT

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. Speakers who wish to comment at this time or later on agenda items should be signed up prior to the start of the meeting. A sign-up sheet is available in the lobby prior to the meeting for verbal remarks. As always, written comments may be submitted to the City Clerk before the end of the meeting.

7. CONSENT AGENDA

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

A. **Minutes** - Approval or correction of March 16, 2026 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from March 16, 2026 through March 31, 2026 in the amount of \$925,530.76

8. 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. **2026-39 Resolution Receiving Bids And Awarding Contract To Gartner Refrigeration Company, For The Hermantown City Hall HVAC Upgrade Project In The Amount Of \$305,331.00**

(motion, roll call)

- B. **2026-40 Resolution Authorizing And Directing Mayor And City Clerk To Execute Amendment No. 1 To The Agreement For Geotechnical Services For Street Improvement District No. 547 Not To Exceed \$29,894 (Lightning Drive & Thunderchief Lane Including Sanitary Sewer Extension And Other Infrastructure Improvements In Section 14)**

(motion, roll call)

9. **RECESS**

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
3/16/2026	26-19	Jeffrey Hammerstrom, jstorm426@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	3/12/2026
3/16/2026	26-20	Brian Bergeron@bergerronbk@gmail.com	Wayne Boucher, Mayor, City Council, John Mulder, City Administrator, Chad Ronchetti, Econ. Dev. Dir., Eric Johnson, Comm. Dev. Dir. & Joe Wicklund, Asst. City Admin.	Data Center Survey	3/13/2026
3/16/2026	26-21	Minnesota Public Utilities Commission	City of Hermantown	Notice of Complete Application and Rescheduled Public Information and Scoping Meetings	3/16/2026
3/16/2026	26-22	Rebecca Gilbertson, rjfred2@gmail.com	Joe Wicklund, Asst. City Admin.	Oppose Resolution 2026-38 AUAR Oppose	3/16/2026
3/16/2026	26-23	Debra Thorstensen, dthorstensen@msn.com	Wayne Boucher, Mayor, City Council, Eric Johnson, Comm. Dev. Dir., John Mulder, City Administrator, & Joe Wicklund, Asst. City Admin.	Data Center	3/16/2026
3/16/2026	26-24	Mark Whitt, fuzzly2153@gmail.com	Joe Wicklund, Asst. City Admin.	Data Centers	3/16/2026
3/17/2026	26-25	Ryan Logan, Dir. of Planning & Zoning, St. Louis County	City of Hermantown	St. Louis County Board of Commissioners Public Hearing	3/12/2026
3/17/2026	26-26	Kim Parmeter, Pres. Hermantown Area Chamber of Commerce	Wayne Boucher, Mayor & City Council	Data Center	3/16/2026
3/17/2026	26-27	Patrick Malley, pat@duluthian.net	Alissa McClure, City Clerk	Data Center	3/16/2026
3/17/2026	26-28	Ashton, amieritz1@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	3/17/2026
3/19/2026	26-29	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	Jason Warner, SUB-A, 3971 Stebner Rd.	3/17/2026
3/19/2026	26-30	Jim Phillips, philljim56@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	3/18/2026
3/19/2026	26-31	Eric Johnson, Comm. Dev. Dir.	Board of Appeals & Adjustments	RB Holdings, LLC, VAR, 5102 Hermantown Rd.	3/18/2026
3/24/2026	26-32	Jobs for Minnesotans	Wayne Boucher, Mayor & City Council	Data Center, Fact Over Fears	3/16/2026
3/24/2026	26-33	Bob Kohlmeier, bkkohlmeier@yahoo.com	Joe Wicklund, Asst. City Admin.	Data Center	3/23/2026
3/24/2026	26-34	Alissa McClure, City Clerk	Wayne Boucher, Mayor & City Council	Procedures for Conducting the Local Board of Appeals and Equalization Meeting	3/23/2026
3/26/2026	26-35	Happy Hiker7654321, tlmcdonald01@gmail.com	Joe Wicklund, Asst. City Admin.	Data Center	3/24/2026
3/26/2026	26-36	Bob & Catherine Kohlmeierbkkohlmeier@yahoo.com	John Geissler, Councilor	Data Center	3/26/2026

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
3/27/2026	26-37	Bob & Catherine Kohlmeier, bkkohlmeier@yahoo.com	John Geissler, Councilor	Data Center	3/27/2026

CITY OF HERMANTOWN

City Council Meeting

Monday, March 16, 2026

6:30 PM Central

MEETING CONDUCTED IN PERSON

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

CITY STAFF: John Mulder, City Administrator; Eric Johnson, Community Development Director; Joe Wicklund, Assistant City Administrator; Chad Ronchetti, Economic Development Director; Jim Crace, Director of Public Safety; Zach Graves, Fire Chief; Trish Crego, Utility & Infrastructure Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 125

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

Councilor Geissler shared that he is excited to know the entity behind the proposed data center and acknowledged the news and information that came with the announcement. He stated that he, as an elected official of the City of Hermantown, did not sign an NDA on this project or any other projects.

5. **COMMUNICATIONS**

A. Correspondence 26-11 through 26-18 placed on file

6. **PRESENTATIONS**

A. **4th Quarter Financials**

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

B. **Fire Department Year – End Report**

Zach Graves, Fire Chief
(Pre-Agenda Only)

C. Minnesota Power Update – Google Electric Service Agreement

Frank Frederickson, VP, Minnesota Power

(Pre-Agenda Only)

7. PUBLIC COMMENT

Carol Walch, 4112 Meadow Parkway, Hermantown, MN – Stated that she is from a multigenerational family who originally helped to settle Hermantown. She spoke about Hermantown being known as the city of quality living and questioned it will still be true with the proposed data center. She questioned if the public was not made aware of the data center because they would not agree to it. She asked Council if they are not in their position because the residents of Hermantown voted for them. She stated she wonders who benefits from the agreement and reminded Council it's not too late to make it right.

Tim Resberg, 3646 Midway Road, Hermantown, MN – Shared that the main reason people are against the proposed data center is because the site is in a residential and rural area. He stated that he once had a Council member tell him the development is Business Light Manufacturing and it would be the size of the current Adolph Store. He shared concern of the project getting rid of homes and values of homes going down in the area. He stated to put the proposed data center in an industrial zone not a residential and rural area. He shared that Hermantown attracted individuals to live in a rural and residential area but now they do not care what happens to the people that did. He expressed that trades can still have work if it is rezoned in an industrial area.

Kyle Bukovich, 2284 E Foxboro Chaffey Road, Foxboro, WI – Spoke in support of the data center project. He stated that he is the President of International Brotherhood of Electrical Workers Local Union 242. He shared that this project is about local union jobs that will employ hundreds personal from Hermantown and the surrounding communities. He emphasized that the data centers require on going work that would provide employment for members and keep future apprenticeship opportunities in the area. He stated that building a data center is about providing families with sustaining wages and benefits, more money spent locally, and a stronger middle class in Hermantown. He acknowledged that any project comes with concerns but the regional building trade councils have a record of delivering safe, efficient, and environmentally responsible projects. He stated that growth without a plan is just sprawl and this project is a chance to bring lasting opportunity to local workers to keep Hermantown moving forward.

Emma Richtman, 5251 Chris Drive, Hermantown, MN – Spoke about known financial risks associated with hyperscale data centers regardless of specifics or parent company. She referenced a publication from the University of Michigan, and materials from a former VP at Microsoft that the short lifespans of AI data centers bring great risk to small cities and communities. She stated that trust in local government being lost for a 15-25-year lifespan data center and mystery promises. She asked Council what plans are in place when Google leaves and what requirements are there to remove building components as

data centers are built specific needs making it difficult for retrofitting them down the road. She questioned who is holding google accountable and what is presenting them from abandoning the project. She expressed concern about the City's ability to negotiate with Googles resources. She stated that a short life span means that the AI data center will be entirely exempt from owning any sales tax on computer equipment or software as well as getting depreciation rates that reduce property tax basis. She shared that tax revenue from Google will decline but residents have still not been told if there is a sales tax abatement clause for Google. She emphasized that tax abatement deals would only reduce tax revenue for Hermantown and centralizing it will bring financial risk to the area. She expressed to Council that they are prematurely relying on tax revenues from Google and if Google leaves residents will be forced to make up the revenue gap until a new buyer is found. She shared that regardless of Googles reputation and hyperscale data centers lifespans residents will be financially impacted.

Dawn Lapointe, 4731 Portland Road, Hermantown, MN – Thanked Council for service to community and acknowledged challenging time. She stated that this was her first time at the podium to speak. She shared that she has lived in Hermantown for 20 years and had thoughts of moving to the south west rural corner of the city but changes in zoning and threat of data centers have made it too risky to move to. She shared her concerns about the relationship Hermantown is in and how it is not just about the partners involved, but how the situation is affecting the community and straying from its intended future. She encouraged Council to review information with an open mind. She stated that residents would like to hear Councils honest thoughts on the project. She asked Council to not sell out resident's health, quality of life, and the natural beauty and resources in our area, for the hope of temporary construction jobs and a temporary economic boost.

Jackie Dolentz, 5842 Old Highway 2, Hermantown, MN – Thanked Council for service to the community during a difficult time. She asked the room of attendees to raise their hand if, they were a Hermantown resident, lived within 2-mile radius of proposed data center site, if they wanted to live next to the site during construction, and if wanted to live next to a data center. She asked Council if they would be willing to put this on the ballot to let the Hermantown residents vote on it come midterms.

Jeffery Donahue, 5540 Pine Hill Road, Duluth, MN – Spoke in opposition about building a hyperscale data center on the specific site. He expressed his frustration about the site for the data center being in a residential area next to people's homes. He emphasized to Council that if they want to do the right thing to do an EIS. He questioned why Council is not listening to the community that is telling them no. He shared that it is not about being against data centers but no data centers in a residential community. He shared that the data center with Google will lead to property value loss and lessen quality of life.

Noel Donahue, 5540 Pine Hill Road, Duluth, MN – Questioned why an EIS is not being done instead of an AUAR in regards to the proposed data center when the community is asking for an EIS. She stated that if an EIS comes back positively than community

members would not have anything to comment on. She expressed that she is not a resident of Hermantown but still would be affected by the downsides of a data center. She stated that Council voted to change the zoning to light industrial but would argue that a hyperscale data center of the proposed size does not match the zoning. She asked Council to reconsider what they are doing.

Jack Carlson, 8482 Swan Lake Road, Hermantown, MN – Stated that he is the President of the Duluth Building and Construction Trades Council. He shared that union members are forced to travel far away from their families to work. He emphasizes that projects like the data center allows the opportunity to stay home with families, provide a steady income, and good retirement. He shared that jobs provided by the project will allow construction opportunities for a young and upcoming workforce. He stated that their union builds projects with quality while usually on time and underbudget. He spoke about how creating local jobs would positively impact the local economy and expressed the need for forward progress. He asked that misinformation be put to rest and stated that people want to work on these projects.

Sarah Lofald, 5502 Hermantown Road, Hermantown, MN – Stated that Hermantown citizens are not against development and support union trades. She spoke in opposition of secrecy from city staff and elected officials and Council's abandonment of the Adolph neighborhood small area plan. She spoke in opposition to the City of Hermantown's relationship with Google. She expressed frustration with lack of information and answers from City staff regarding citizens' concerns. She shared that the people should have been involved from the beginning. She asked if Council will listen to the residents of Hermantown if they show up at a city council meeting and oppose the data center development.

Rich Hilton, 5502 Hermantown Road, Hermantown, MN – Shared that even though none of the City Councilors signed NDAs there were individuals who are sitting alongside Council that did. He shared that the reason a lot of them are there to oppose the data center is due to the City's lack of transparency, and citizen involvement. He expressed frustration with how changes in zoning happened and how the original AUAR submitted was not for a hyperscale data center. He emphasized that supporting this project supports secrecy in local government and corporations.

Dave Lislegard, 720 Arrowhead Street, Aurora, MN – Stated he is the Executive Director of Job for Minnesotans. He spoke in favor of the proposed data center and partnership with Google. He shared that experience as a Mayor, City Councilor, and State Representative leads him to believe in supporting opportunities like this project for the region. He expressed gratitude to Council and Google for resetting the process and doing so should build trust back. He stated the project matters to Minnesota's economy and wants a company like Google to come into the state to improve our lives. He shared he is looking forward to civil dialogue and engagement from both sides driven by fact and opportunity.

Rebecca Grandorf, 4198 Solway Road, Hermantown, MN – Spoke regarding concerns about a new AUAR. She stated that the reason the City is doing a new AUAR is because it was inadequate the first time. She expressed that an AUAR is being done because the design of the project will change over time and the AUAR can be shifted. She shares that her worst-case scenario from this project is a water pipeline going through her neighborhood with development being less than a block away from her home and farm. She expressed worry about how the development will affect her farm. She asked if the development changes and the new water supply though the pipeline doesn't fulfill the needs will there be drilling of wells and will there be a public comment period to ask her questions.

Nate Rickard, 4878 Trails End Drive, Hermantown, MN – Spoke in favor of the data center project as a member of the union trades. He shared that projects like this one create job opportunities in the region and give local trades work close to home. He shared that concerns residents have raised are valid but can be addressed with good planning solutions. He stated concerns can turn a bad project into a good one. He shared that this project would also generate tax revenue for services without raising taxes for residents. He stated that if done correctly the project should be something that helps Hermantown. He expressed that everyone in the room can agree on wanting something good for Hermantown and hopes to work together.

Joanne Bates, 5369 Morris Thomas Rd, Hermantown, MN – She shared that Council tells her not to worry about the hyperscale data center because Minnesota has good laws to protect residents. She expressed concern about data centers size and operation as well as developers creating workarounds to cause damage. She shared she first heard of hyperscale data centers in September 2025 when announced a proposed one would be 2.5 miles from her home. She stated their neighbor had sold their property and was not at liberty to discuss the sale. She shared that there was confusion after visiting neighbors and attending the October 6th council meeting. She stated that the Mayor promised they will not need to pay connection fees with new water lines coming through but voiced concern that her property value will go down as new owners would have to.

Eleanor Dolan, 806 North 23rd Avenue West, Duluth, MN – Spoke in opposition of the data center and shared that she lives 7 miles from proposed data center site. She asked Council to conduct a full environmental impact statement and not just an AUAR. She shared that the State is considering new regulations for hyperscale data centers and requested that the City takes the time to fully understand the projects. She stated that the project is not worth losing trust in government and the risks the community faces. She expressed concern that the need for jobs and affordability cannot be a quick fix with the proposed project. She stated she hopes to see a world where workers and neighbors can come together on projects that make the community a better place without corporations taking advantage.

Bob Kohlmeier, 5757 Saint Louis River Road, Hermantown, MN – Spoke in opposition of the data center. He asked if the whole City is under NDA as said by Economic Development Director Ronchetti. He expressed appreciation the questions Councilor Geissler is asking in meetings and wishes he could ask the same but is not given a public forum to do so. He shared that Councilors will not know how he feels until their home is affected by one of these projects. He stated to the Mayor that families in the Adolph area have been impacted by this proposed project and are now subjected to go through more uncertainty. He addressed a comment made by the Mayor regarding Google that lead to laughter at the State of the Cities and stated that to those effected it is not a laughing matter.

Karen Harmon, 5279 Arrowhead Road, Hermantown, MN – Shared questions regarding the proposed data center project. She shared feeling torn when learning Google is the owner of the proposed data center. She asked what the terms for the 5-million-dollar energy affordability and efficiently program is for residential customers. She stated that the information from Minnesota Power's pre-agenda presentation was informative but the information from states they were using to comparing Minnesota to was not clear. She asked why there were not comparisons made to other states on the great lakes and why comparisons were made with Texas who has an unregulated power grid.

Tom Bates 5569 Morris Thomas Road, Hermantown, MN – Spoke in opposition to the data center. He stated he was in unions for 30 years. He shared his idea to move the data center to the iron range that has plenty of water and room. He stated that international corporations such as Google and BlackRock do not have allegiance to the United States. He expressed concern that the project will cause Hermantown and Minnesota to lose tax money and costs in property values. He expressed concern for pollution and fine particulate being in the air from generators used in data centers. He stated that he doesn't think we have to lose on this one and can fight for a different location so everybody can win.

Hannah Ballavance, 5491 Hermantown Road, Hermantown, MN – Stated is a Hermantown resident of 28 years and raising her family here. She shared that she and her significant are union workers. She stated that her household is 100% in support of the data. She emphasized that it would provide stability for union individuals to raise families in Hermantown. She shared that many of the union members are having to travel, working overnights, or not work at all due to the lack of local work. She expressed that this project would supply work and economic growth in Hermantown.

Clarissa Ek, 3505 Solway Road, Hermantown, MN – Stated that the data center project will be in her back yard. She describes the surroundings near her home that would be affected if the data center would be there. She stated that she is not afraid and does not have the wrong facts as they are from residents across the country when data centers are built in their back yards. She shared the reason she would not have the facts is because they were hidden behind NDAs. She stated that this not about facts but about values and

that she values her home and children among other things. She expressed respect the want for local jobs and unions as she was a member of AFSCME but opposes the idea of a data center being built. She identifies members of Yes MN! executive committee and their associations. She stated that it is easy to say you would live next to a data center and construction if you are not the one being affected by it. She asked to not say you would want this in your back yard unless you are a home owner near the project.

Lynn Anderson, 4001 Getchell Road, Hermantown, MN – Shared that Council should think about the long-term impact of the data center project on the area. She stated that her home is 2-3 years old and purchased it because they saw on the City website that Hermantown is small country living next to accessible city life and amenities. She urged for an in-depth environmental study to rebuild credibility and sway residents that are deeply concerned. She shared that the jobs are for the short term to build the data center but they are staffed by 1-2 IT personnel often work remote, a job her brother use to have. She once again urged the Council to do a thorough environmental review.

Travis Drayna, 5757 Hermantown Road, Hermantown, MN – Stated that he lives within one mile of the proposed data center site. He shared that he is an aerospace engineer who worked at Los Alamos (Los Alamos National Laboratory) and that he is knowledgeable in computers, servers, and data centers. He asked if the new AUAR will replace and nullify the old AUAR completely or if the new AUAR results will be mixed with old one. He asked if the new AUAR will address waste water since the old one only considers domestic waste water and the new one can still get through on the exclusion. He questioned if the new AUAR will have the proper number for water usage and stated it should show what the new cooling technology is. He requested clarification on the turbines and diesels with Minnesota Power since the previous AUAR says it was not applicable, including estimated amount on site, fuel type, and if they will be equipped with particulate DEF capturing systems. He asked if the AUAR will address the noise that is generated by the cooling towers and downside power generation. He stated that cooling towers give off a low frequency hum and neighbors can currently hear the transformers that currently isn't under much load. He referenced how Los Alamos and others handle disposal of servers, and asked what the disposal plan is for a data center here. He asked when can residents expect their power bills to decrease and with revenue coming in can they expect a decrease in property taxes. He expressed that the revenue coming in should from the project should do something for the residents that live by it. He questioned why the decision doesn't get put to a vote by the people.

Cathy Kohlmeier, 5757 Saint Louis River Road, Hermantown, MN –She expressed that along with the added value of the data center project it will also have regionwide effects that are not positive. She questioned whether Minnesota Power will be able to continue providing electricity in a green way. She shared concerns about water quality with use of a closed loop system and if WLSSD is equipped to handle its contaminants. She stated that the space alone involved for a data center will be an eyesore for those in the residential

area. She expressed local concerns regarding noise, air quality, and lights. She urged Council to not to be in a race to the bottom but in a race to the top and to know what Google is contracting it for.

Ed Montgomery, 5713 Saint Louis River Road, Hermantown, MN – Referenced a survey that was in the news last week and stated that 3 of 4 constituents said they do not want a data center. He expressed to council that it is not too late to change this, and that other projects have been cancelled due to local leaders stopping it in 12 states. He stated that communities across the country are actively fighting data centers, and referenced the community members who have used their own time and money to fight this. He shared that bills have been filed to regulate and restrict data centers making their way through state legislators. He stated that there are other lawsuits in multiple states highlighting the legal and environmental risk to cities like Hermantown. He urged Council to find the courage to not allow this, as other local leaders have said no. He asked Council to do the right thing.

Sarah Winter, 3685 Birch Road, Hermantown, MN – Thanked Council and Mayor for service to the community and hard work in their role with a big thing like a proposed data center. She shared there has been much said in regards of how this data center will be different in regards to its environmental and economic affects. She expressed to Council that the claim of this data center being different should make them stop and think. She shared that she has family living near data centers dealing with the problems that this proposed data center says it won't cause. She shared that she is glad it's being considered to do a better AUAR and encouraged Council to question things. She stated that she moved to Hermantown because of the quiet rural values not a hyper scale data center. She shared support for growth in Hermantown but as it was stated previously in the Adolph Small Area Plan when the 2045 comprehensive plan was made. She urged to get a guarantee that this project will use local building trades.

Eric Enberg, 5425 Morris Thomas Road, Hermantown, MN – Spoke in regards to the proposed data center. He shared that low frequency sound is detrimental to human health. He stated he is not entirely opposed to the data center. He urged to not allow an air-cooled system but a water-cooled system as it is much quieter and can lend itself to district heating opportunities. He asked Council to consider passing an ordinance to claim the waste heat, and organize a task force for the coordination of a heat district with surrounding communities. He emphasized that this would be a huge for the region if done right. He recommended the union members work together on this with those in the community, stating that putting down a heating system would bring work for decades if done right and if they work together.

Brandon Parker, 621 Atlantic Ave, Duluth, MN – Shared that Minnesota Power presentation during pre-agenda shared no new details. He expressed concern that economic incentives are overriding concerns of community impact. He spoke in favor of an EIS over an AUAR. He shared that states are in the process of reviewing how data

centers are approved by banning NDAs, forcing EIS reviews, and moratorium on data center projects entirely. He asked Council why the project can't slow down when there's an overwhelming consensus against it. He expressed concerns about AI in regards to its effect on society, individuals, and its industry bubble. He expressed frustration that corporations are denying access to local government and signal union support to counter a grassroots campaign. He asked Council to reflect on why our communities should be involved in this project and to say no to the data center.

Brian Bergeron, 5164 County Lane, Hermantown, MN – Spoke in opposition to the proposed hyper scale data center. He stated that although large tech projects promise economic development and tax revenue the Hermantown project raises concerns about transparency and environmental impact to the area. He shared that the project is unprecedented for the community and the quiet rural area. He stated that the creation of jobs and expansion of local tax base will be short lived since hyperscale data centers are not large employers once construction is complete. He questioned Council about a stranded facility and if there was an off ramp to the project. He referenced a survey conducted in which results heavily show opposition to the project, especially the closer they lived to the proposed site. He spoke in regards of how dismissive it feels for Council to quickly vote after hours of testimony against the project have been given. He told Council that at a minimum a full and transparent EIS should occur before any further permits are granted. He expressed that serious discussion about whether this project belongs somewhere else would be even better.

8. **CONSENT AGENDA**

- A. **Minutes** - Approval or correction of March 2, 2026 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from March 1, 2026 through March 15, 2026 in the amount of \$854,197.34

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

Councilor John Geissler:	Yea
Councilor Andy Hjelle:	Yea
Councilor Brian LeBlanc:	Yea
Councilor Joseph Peterson:	Yea
Mayor Wayne Boucher:	Yea
Yea: 5, Nay: 0	

9. **RESOLUTIONS**

A. 2026-35 Resolution Authorizing The Director Of Finance & Administration To Amend Selected Budgets And Make Transfers

(motion, roll call)

Motion to approve 2026-35 Resolution Authorizing The Director Of Finance & Administration To Amend Selected Budgets And Make Transfers. This motion, made by Councilor Geissler and seconded by Councilor Hjelle, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

B. 2026-36 Resolution Establishing Procedures Relating To Compliance With Reimbursement Bond Regulations Under The Internal Revenue Code

(motion, roll call)

Motion to approve 2026-36 Resolution Establishing Procedures Relating To Compliance With Reimbursement Bond Regulations Under The Internal Revenue Code. This motion, made by Councilor Peterson and seconded by Councilor Geissler, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. 2026-37 Resolution Accepting Minnesota Department Of Employment And Economic Development Contamination Cleanup Grant And Authorizing The Mayor And City Clerk To Execute Subrecipient Agreement

(motion, roll call)

Motion to approve 2026-37 Resolution Accepting Minnesota Department Of Employment And Economic Development Contamination Cleanup Grant And

Authorizing The Mayor And City Clerk To Execute Subrecipient Agreement. This motion, made by Councilor Hjelle and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

D. **2026-38 Resolution Approving An Amendment To An Agreement For Consulting Services To Provide Review Of An Alternative Urban Areawide Review (AUAR) With Braun Intertec Corporation In An Amount Not To Exceed \$23,000.00**

(motion, roll call)

Councilor Geissler asked if the new AUAR would replace the current one. Economic Development Director Ronchetti confirmed the update will supersede and nullify the previous AUAR. The Mayor asked about opportunity for public comment during the five-year update and was told there would be an opportunity by Director Ronchetti. The Mayor also asked what the time limit of an EIS is, Director Ronchetti stated that to update it an EIS would require a 120-day minimum amendment process.

Emma Richtman, 5251 Chris Drive, Hermantown, MN – Stated that there is no trust in the new AUAR being sufficient due lack of transparency. She stated that doing an AUAR benefits the developer and Google as it allows for faster implementation and can lead to building before legislative efforts get passed. She shared that an EIS is necessary for the project. She expressed concern that as a resident it all feels so immediate and must spend her own time to make sure she's not being taken advantage of. She asked if public will have access to the master plan project so they can accurately comment during public period.

Sarah Lofald, 5502 Hermantown Road, Hermantown, MN – Shared emails acquired from a data request relating to early knowledge of data center project. She states that every change for this project including 2045 Comprehensive Plan, zoning language, area zoning, and the AUAR has been to support Googles massive data center. She expressed the AUAR should not continue since the land was rezoned in bad faith. She asked again if residents of Hermantown show up at a city council meeting to oppose the development by Google, will Council listen.

Pete Taylor, 4198 Solway Road, Hermantown, MN – Stated that improvement with transparency and public involvement are needed in the AUAR process. He

recommended that the City do more than the legal requirements for public involvement. He shared different ways the City could do so such as sending post cards, emails to previous commenters, and provide a press release all on or before day zero of the comment period.

Rachel Johnson, 5702 Oneida Street, Duluth, MN – Spoke in support of a reopened AUAR. She shared that the AUAR process meets same rigor as an environmental impact statement under Minnesota law. She explained that an AUAR requires updates and allows for more forward community planning. She stated that a reopened AUAR allows to run new analysis on resident concerns and multiple agencies, commissions, and tribal nations to go through and comment. She shared the agencies that will continue to monitor the project and project Minnesota Powers customers. She expressed that APEX knows why companies choose Northeast Minnesota and that the project is an opportunity to strengthen the region

Karen Harmon, 5279 W Arrowhead, Hermantown, MN – Spoke about concerns with transparency and how citizens have not been heard or informed. She asked why do an AUAR if it is the same as an EIS. She expressed concern about a potential indigenous cemetery on the land that has not been evaluated due to nobody being available to evaluate the land for remains. She stated that it should be followed up on to help with the 1854 treaty because they are our neighbors. She shared that it would be nice to have a voice to text at meeting for those with hearing difficulties as it is hard to understand Council. She stated that a lot of good information is passed at pre-agenda but it is not available on the website.

Jackie Dolentz, 5842 Old Hwy 2, Hermantown, MN – Asked Council to vote no on the data center project. She urged council to listen to residents and community members that are directly affected. She shared that the location is inappropriate and does not belong in the rural and residential area. She spoke on the hundreds of correspondence and people speaking at city council meetings. She stated the it is the worst kind of hubris that Council keeps plowing forward as residents are begging them to stop. She shared that the City using escrowed money should not matter as it is their time residents are paying for. She expressed that the AUAR is being completed because of input and feedback but the community still does not feel heard. She stated that not a person in this room wants to live next to a data center.

Sarah Winter, 3685 Birch Road, Hermantown, MN – Spoke about questions the average citizen has about the AUAR plan. She asked if building stops during a comment period or approval process if the impacts exceed the mitigation plan or does it continue. She asked if a neighbor notices an instance of something that exceeds the mitigation plan, what is the process for it to be reported and addressed. She stated that when she read the AUAR as an average citizen there was a left blank or had ditto marks. She expressed that she would love to see it fully filled out. She urged council to ask questions and not to trust the most comprehensive process answer whether it is

the most comprehensive process. She stated that this affects the communities lives significantly and has little trust in the statements being made.

Richard Hilton, 5502 Hermantown Road, Hermantown, MN – Stated that zoning changes were made to fit a heavy industrial facility into light industrial zoning without citizen input. He shares that the proposed data center should be under heavy industrial and that if it was an AUAR would not be able to be done and an EIS should be done instead. He expressed concern over the differences of an AUAR and EIS. He stated that if you want to know the real and true impacts of this actual data center an EIS needs to be done.

Clarissa Ek, 3505 Solway Road, Hermantown, MN – Shared that she doesn't understand the legality of going forward with a new AUAR while there is an active lawsuit involving the current AUAR. She expressed concern that Economic Development Director Ronchetti is not a lawyer but is going through state statute. She stated it is an unauthorized practice of law and should be done by a lawyer. She questioned how Council could responsibly vote on the resolution. She asked how it can be good for Hermantown that Council never votes no.

Councilor Geissler asked about notification for the 30-day review period, staff shared that updates will be posted on the city's website project page with associated press releases. Councilors Geissler and Leblanc had questions on public comments. Community Development Director Johnson explained that substantive comments are forwarded to consultants, and Braun Intertec determines which are addressed. Councilor Geissler confirmed legal consultation has occurred, in which Director Ronchetti assured Council that legal consultation has happened with multiple parties. Councilor LeBlanc wanted to know what changes would trigger a new comment period. Director Ronchetti and Johnson explained only changes that would increase or alter impacts in a significant way it would. Councilor Geissler asked if the current lawsuit determines an EIS must be done will the updated AUAR have to be thrown out which Director Ronchetti confirmed.

Motion to approve 2026-38 Resolution Approving An Amendment To An Agreement For Consulting Services To Provide Review Of An Alterative Urban Areawide Review (AUAR) With Braun Intertec Corporation In An Amount Not To Exceed \$23,000.00. This motion, made by Councilor Peterson and seconded by Councilor Hjelle, Carried.

Councilor John Geissler:	Yea
Councilor Andy Hjelle:	Yea
Councilor Brian LeBlanc:	Yea
Councilor Joseph Peterson:	Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

10. **RECESS**

Motion to recess at 9:03p.m. This motion, made by Councilor LeBlanc and seconded by Councilor Geissler, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #75951-73020
03/16/2026 - 03/31/2026

PAYROLL CHECKS

Electronic Checks - #-62724-62768	\$107,151.48
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Electronic Checks - #-62687-62717	\$23,591.20
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LIABILITY CHECKS

Electronic Checks - #-62718-62723	\$85,069.00
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Electronic Checks - #-62683-62686	\$5,443.64
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Checks - #72985-72989	\$4,734.00
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PAYROLL EXPENSE TOTAL	\$221,255.32
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ACCOUNTS PAYABLE

Checks - #72951-72984	\$162,678.56
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Checks - #72990-73020	\$45,465.11
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Electronic Payments #-97382-97448	\$496,131.77
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ACCOUNTS PAYABLE TOTAL	\$704,275.44
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TOTAL	\$925,530.76
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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	Hedin Sheepdog Guardian	256.25	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Mulder Amazon	83.52	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Senst Tamarack	615.55	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Orme EhlersTravel Meals	133.21	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Zero9 Holsters	1,299.80	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	77.76	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Mulder Delta	-723.99	-97448
601	212200	Credit Card Payable	FIRST BANKCARD	Senst Adobe	10.88	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Holmes DoubleTree Parking	65.42	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Holmes Booking.Com	286.77	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Crace MN Chiefs of Police Assn	602.55	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	29.99	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	246.63	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Salo Century Martial Arts	479.99	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Senst Safety Supplies USA	1,699.00	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Enright Fleet Farm	7.98	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch ICC	20.58	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Mulder LMC	250.00	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks MN Chiefs of Polic	602.55	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Gunderson MN Chiefs of Police	602.55	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Orme Westin Hotels	468.28	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Gunderson Domino's	228.31	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	78.64	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Gunderson Walmart	86.51	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	24.58	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	16.45	-97448
260	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Amazon	427.34	-97448
602	212200	Credit Card Payable	FIRST BANKCARD	Senst Adobe	10.88	-97448
602	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	5.48	-97448
601	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	5.48	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Apple	0.99	-97448
601	212200	Credit Card Payable	FIRST BANKCARD	Bjonskaas Best Buy	62.03	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	34.04	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer MN Colleges & Uni	150.00	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Sirchie	31.36	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Fire Safety USA	38.81	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	38.88	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Napa Auto Parts	22.95	-97448

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Amazon	449.87	-97448
601	212200	Credit Card Payable	FIRST BANKCARD	Senst Kwik Trip	4.79	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	23.62	-97448
601	212200	Credit Card Payable	FIRST BANKCARD	Senst Burger King	59.93	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks MN Chiefs of Polic	231.75	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Senst Amazon	1,306.74	-97448
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch ICC	12.03	-97448
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	151.62	-97447
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	403.65	-97447
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	411.85	-97447
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,577.20	-97447
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	215.92	-97447
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	159.84	-97447
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	48.70	-97447
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458 Feb 2	117.87	-97446
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300 & C33	119.58	-97446
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility 40%	152.06	-97445
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	446.72	-97445
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	177.00	-97445
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	1,199.37	-97445
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,299.40	-97445
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Gas Building Official	48.15	-97445
101	452100	Parks	KWIK TRIP EXTENDED NETWORK	Gas Park	61.03	-97445
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility 60%	228.10	-97445
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	116.19	-97445
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Car Wash BI	14.00	-97445
275	452200	Community Building	MEDIACOM	EWC - Line for Elevator	187.81	-97444
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	-97444
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	71.18	-97444
601	494400	Water Administration and General	MEDIACOM	Phone PW	9.18	-97444
601	494400	Water Administration and General	MEDIACOM	Internet PW	47.45	-97444
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.77	-97444
101	431100	Street Department	MEDIACOM	Phone PW	22.95	-97444
275	452200	Community Building	MEDIACOM	EWC - Telephone	514.48	-97444
260	456101	Cable	MEDIACOM	Internet for Cameras - Fichtne	150.00	-97444
275	452200	Community Building	MEDIACOM	EWC - Dedicated Internet	490.00	-97444
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	101.30	-97444
101	431100	Street Department	MEDIACOM	Internet PW	118.64	-97444

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	405.21	-97444
275	452200	Community Building	MEDIACOM	EWC - Cable TV	181.48	-97444
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	-97444
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	-97444
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	125.23	-97443
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - 01/	616.56	-97443
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - 01/	539.49	-97443
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - 01/	385.35	-97443
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	1,127.02	-97443
101	422902	Firehall #2 Morris Thomas Road	MN ENERGY RESOURCES CORP	Natural Gas FH2	367.70	-97442
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	3,194.91	-97441
101	452100	Parks	MN POWER	0606881181 Murphy House	34.64	-97441
101	452100	Parks	MN POWER	0606881181 Parks	189.59	-97441
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	402.66	-97441
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	483.92	-97441
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	11,067.88	-97441
602	494900	Sewer Administration and General	MN POWER	4995600000 4971 Lightning Dr	130.34	-97441
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	85.25	-97441
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	679.26	-97441
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	133.47	-97441
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	475.29	-97441
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	739.84	-97441
101	431901	City Garage	MN POWER	4995600000 4971 Lightning Dr	325.86	-97441
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	20.57	-97441
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	771.32	-97441
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	479.08	-97441
275	452200	Community Building	MN POWER	3481871314 EWC Garage	18.37	-97441
601	494400	Water Administration and General	MN POWER	3623400000 Water	1,161.35	-97441
601	494400	Water Administration and General	MN POWER	4995600000 4971 Lightning Dr	195.51	-97441
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	36.51	-97441
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	2,042.65	-97441
101	452200	Community Building	MN POWER	0606881181 Community Bldg	674.68	-97441
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97440
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97440
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97440
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	93.54	-97440
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97440
101	422100	Fire Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97440

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97440
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	36.14	-97440
101	422901	Firehall #1 Maple Grove Road	ACP CREATIVIT, LLC	Mar 2026 Maintenance	70.35	-97439
101	419901	City Hall & Police Building Maintenance	ACP CREATIVIT, LLC	Mar 2026 Maintenance	237.85	-97439
101	452200	Community Building	ACP CREATIVIT, LLC	Mar 2026 Maintenance	10.05	-97439
101	431100	Street Department	ACP CREATIVIT, LLC	Mar 2026 Maintenance	16.75	-97439
101	431100	Street Department	BFIRST INDUSTRIAL	Zip Ties & bolts	43.53	-97438
475	431150	Street Improvements	BOLTON & MENK, INC.	Hermantown/Lightning Dr Recons	18,062.50	-97437
602	494500	Sewer Maintenance	BRENT'S SEPTIC SERVICE LLC	Lift Station Pump - Ugstad Rd	450.00	-97436
101	417200	Communications	CIT	Firewall/Networking T&M Field	5.33	-97435
101	431100	Street Department	CIT	Sonicwall	258.73	-97435
101	413100	Mayor	CIT	Sonicwall	64.68	-97435
101	417200	Communications	CIT	CIT Managed Services	287.19	-97435
101	417200	Communications	CIT	Sonicwall	194.05	-97435
101	411100	Council	CIT	Firewall/Networking T&M Field	7.10	-97435
101	411100	Council	CIT	Sonicwall	258.73	-97435
101	411100	Council	CIT	CIT Managed Services	382.92	-97435
101	431100	Street Department	CIT	CIT Managed Services	382.92	-97435
101	422100	Fire Administration	CIT	CIT Managed Services	574.38	-97435
101	424100	Building Inspection	CIT	Sonicwall	129.37	-97435
101	424100	Building Inspection	CIT	CIT Managed Services	191.46	-97435
101	422100	Fire Administration	CIT	Sonicwall	388.10	-97435
101	413100	Mayor	CIT	Firewall/Networking T&M Field	1.78	-97435
101	419100	Community Development	CIT	Sonicwall	97.02	-97435
101	421100	Police Administration	CIT	Firewall/Networking T&M Field	51.56	-97435
101	422100	Fire Administration	CIT	Firewall/Networking T&M Field	10.67	-97435
101	415300	Administration & Finance	CIT	Firewall/Networking T&M Field	17.78	-97435
101	419100	Community Development	CIT	CIT Managed Services	143.60	-97435
101	421100	Police Administration	CIT	Sonicwall	1,875.79	-97435
602	494900	Sewer Administration and General	CIT	Sonicwall	64.68	-97435
101	421100	Police Administration	CIT	CIT Managed Services	2,776.17	-97435
602	494900	Sewer Administration and General	CIT	CIT Managed Services	95.73	-97435
101	419100	Community Development	CIT	Firewall/Networking T&M Field	2.67	-97435
601	494400	Water Administration and General	CIT	CIT Managed Services	143.60	-97435
101	415300	Administration & Finance	CIT	CIT Managed Services	957.30	-97435
101	413100	Mayor	CIT	CIT Managed Services	95.73	-97435
101	431100	Street Department	CIT	Firewall/Networking T&M Field	7.10	-97435
101	424100	Building Inspection	CIT	Firewall/Networking T&M Field	3.56	-97435

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	CIT	Firewall/Networking T&M Field	1.78	-97435
601	494400	Water Administration and General	CIT	Sonicwall	97.02	-97435
601	494400	Water Administration and General	CIT	Firewall/Networking T&M Field	2.67	-97435
101	415300	Administration & Finance	CIT	Sonicwall	646.83	-97435
101	422100	Fire Administration	CM2 SUPPLY	Oxygen Bottles Refilled	229.25	-97434
101	422100	Fire Administration	CM2 SUPPLY	Oxygen Bottles Refilled	199.77	-97433
101	421100	Police Administration	DRYER & PETERSON, P.C.	Prosecution Services Feb 2026	7,337.22	-97432
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilet - Fichtner Fie	85.00	-97431
101	421100	Police Administration	FAUL PSYCHOLOGICAL PLLC	Evaluation - Kostiuk, K	675.00	-97430
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Feb 26 Locates	34.83	-97429
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Feb 26 Locates	23.22	-97429
415	465200	Community Development	DSGW ARCHITECTS, INC.	Hermantown Arena	22,186.65	-97428
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Feb 2026-129	371.84	-97427
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Feb 2026 -	204.10	-97427
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	BDPI Applications - Feb 26	3,262.50	-97426
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,957.62	-97425
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,024.18	-97425
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	575.82	-97425
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,761.99	-97425
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	763.93	-97425
101	421100	Police Administration	KIESLER'S POLICE SUPPLY, INC.	Weapon	486.50	-97424
409	419901	City Hall & Police Building Maintenance	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Facility Condition Assessment	2,550.00	-97423
401	419901	City Hall & Police Building Maintenance	LHB INC	HVAC Design & Retrofit Monthly	1,563.00	-97422
603	441100	Storm Water	LHB INC	2025 Bridge Safety Inspection	1,213.25	-97422
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	Cylinder Rent/Safe Env fee 01/	67.66	-97421
101	431100	Street Department	LITTLE FALLS MACHINE, INC.	Plow Improvement Parts	4,625.25	-97420
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Hose Motor Grader	158.86	-97419
101	419901	City Hall & Police Building Maintenance	MENARD INC	Thermostat/Steel Core Pusher	49.97	-97418
101	431100	Street Department	MENARD INC	Temp Mailboxes & Posts	336.38	-97418
601	494300	Water Distribution	MENARD INC	Sand/Gravel Curb Stop Digout M	39.03	-97418
601	494300	Water Distribution	MENARD INC	Vac Trailer Parts	10.43	-97418
101	431901	City Garage	MENARD INC	Pipe Dope	23.98	-97417
101	419901	City Hall & Police Building Maintenance	MENARD INC	Heater Repair	44.52	-97417
101	431100	Street Department	MENARD INC	Temp Mailbox	99.80	-97417
101	419901	City Hall & Police Building Maintenance	NORTHERN DOOR & HARDWARE INC	Bathroom Stall Latch Repair	28.00	-97416
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hoses 624	141.70	-97415
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hoses 624	417.23	-97414

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hoses 624	190.59	-97414
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hoses 624	118.13	-97414
240	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Second Waterline Connection	195.00	-97413
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	3,315.00	-97413
475	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline - SLC Public Improvem	10,340.00	-97413
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lightning Drive - SID # 452	585.00	-97413
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	City Council Meetings	5,745.00	-97413
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Keene Creek Trail - Segment #3	8,562.50	-97413
475	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline Public Infrastructure	8,990.00	-97413
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project-seg 3	8,620.00	-97413
101	416100	City Attorney	OVEROM LAW, PLLC	2025 Construction Contract Upd	30.00	-97412
101	421100	Police Administration	OVEROM LAW, PLLC	Police Prosecution Procedure	75.00	-97412
101	424100	Building Inspection	OVEROM LAW, PLLC	Miscellaneous Building Officia	90.00	-97412
101	424100	Building Inspection	OVEROM LAW, PLLC	Maple Fields Tenants' Remedies	315.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	Fichtner Field Park Improvemen	180.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	Bankruptcy Claims	114.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	Green Acres Explosion	102.00	-97412
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	135.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	Department of Labor and Indust	555.00	-97412
475	431150	Street Improvements	OVEROM LAW, PLLC	Lighting Drive-Thunderchief Dr	1,786.50	-97412
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Development	1,458.00	-97412
240	433500	Water Improvements	OVEROM LAW, PLLC	Purchase of Willman Property -	288.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,300.00	-97412
101	416100	City Attorney	OVEROM LAW, PLLC	Fichtner Playground Warranty	222.00	-97412
475	433500	Water Improvements	OVEROM LAW, PLLC	Hawkline Infrastructure Develo	1,671.00	-97412
101	424100	Building Inspection	OVEROM LAW, PLLC	Point Superior Mobile Estates	1,485.00	-97412
101	419100	Community Development	OVEROM LAW, PLLC	2025 Oppidan Townhouse Dev	501.00	-97412
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Project Loon MCEA Litigation	288.00	-97412
412	419100	Community Development	OVEROM LAW, PLLC	Hermantown Trail Connector Eas	9.00	-97412
101	421100	Police Administration	OVEROM LAW, PLLC	Prosecution Contract Matters	45.00	-97412
101	422100	Fire Administration	PRO PRINT INC	EMS Reports	177.85	-97411
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-97410
275	490000	Miscellaneous Functions	RICK'S TREE & STUMP REMOVAL	Tree Removal - Ugstad & W Arro	750.00	-97409
415	465200	Community Development	INNOVATIVE OFFICE SOLUTIONS, LLC	Northstar Ford Arena Furniture	33,666.57	-97408
475	431150	Street Improvements	SRF CONSULTING GROUP, INC.	ROW Acquisitions	8,962.17	-97407
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Cleaning/Maintenance Chemicals	354.09	-97406
101	490000	Miscellaneous Functions	TERCH & ASSOCIATES CONSULTING, LLC	Feb 26 HR Services	393.75	-97405
601	494400	Water Administration and General	VMC LLC	GE agreement- Ordinance Review	232.50	-97404

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	WATER CONSERVATION SERVICE, INC	Leak Locates	208.60	-97403
602	494500	Sewer Maintenance	WLSSD	Feb Wastewater Charges 022826H	57,101.00	-97402
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Feb 2026 Water Charges	118,372.48	-97401
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300i	103.55	-97400
260	456101	Cable	MEDIACOM	Internet for Cameras - Fichtne	150.00	-97399
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - March	9,203.00	-97398
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - 02	259.22	-97398
101	421100	Police Administration	CIT	Advanced Email Encryption User	11.50	-97397
101	422100	Fire Administration	CIT	CIT Managed Services	668.00	-97397
101	424100	Building Inspection	CIT	Microsoft NCE Microsoft Defend	3.93	-97397
101	421100	Police Administration	CIT	Microsoft NCE Microsoft Defend	57.02	-97397
101	417200	Communications	CIT	Datto Siris 4 P10	91.24	-97397
101	411100	Council	CIT	Microsoft NCE Office 365	449.52	-97397
101	417200	Communications	CIT	Microsoft NCE Microsoft Defend	5.90	-97397
602	494900	Sewer Administration and General	CIT	Datto Siris 4 P10	30.41	-97397
602	494900	Sewer Administration and General	CIT	Microsoft NCE Microsoft Defend	1.97	-97397
101	417200	Communications	CIT	CIT Managed Services	334.00	-97397
602	494900	Sewer Administration and General	CIT	Advanced Email Encryption User	0.40	-97397
602	494900	Sewer Administration and General	CIT	CIT Managed Services	111.33	-97397
101	417200	Communications	CIT	Advanced Email Encryption User	1.19	-97397
602	494900	Sewer Administration and General	CIT	Microsoft NCE Office 365	112.38	-97397
101	417200	Communications	CIT	Microsoft NCE Office 365	337.14	-97397
101	419100	Community Development	CIT	Datto Siris 4 P10	45.62	-97397
101	419100	Community Development	CIT	Microsoft NCE Microsoft Defend	2.95	-97397
601	494400	Water Administration and General	CIT	Microsoft NCE Office 365	168.57	-97397
601	494400	Water Administration and General	CIT	Advanced Email Encryption User	0.60	-97397
101	431100	Street Department	CIT	Microsoft NCE Microsoft Defend	7.87	-97397
601	494400	Water Administration and General	CIT	Datto Siris 4 P10	45.62	-97397
101	431100	Street Department	CIT	CIT Managed Services	445.33	-97397
101	415300	Administration & Finance	CIT	Datto Siris 4 P10	304.12	-97397
101	419100	Community Development	CIT	Advanced Email Encryption User	0.60	-97397
601	494400	Water Administration and General	CIT	CIT Managed Services	167.00	-97397
101	419100	Community Development	CIT	CIT Managed Services	167.00	-97397
101	422100	Fire Administration	CIT	Advanced Email Encryption User	2.38	-97397
101	421100	Police Administration	CIT	Microsoft NCE Office 365	3,259.05	-97397
101	422100	Fire Administration	CIT	Microsoft NCE Office 365	674.29	-97397
101	421100	Police Administration	CIT	CIT Managed Services	3,228.67	-97397
101	419100	Community Development	CIT	Microsoft NCE Office 365	168.57	-97397

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	CIT	Microsoft NCE Microsoft Defend	2.95	-97397
101	411100	Council	CIT	Microsoft NCE Microsoft Defend	7.87	-97397
101	422100	Fire Administration	CIT	Microsoft NCE Microsoft Defend	11.80	-97397
101	413100	Mayor	CIT	Advanced Email Encryption User	0.40	-97397
101	424100	Building Inspection	CIT	CIT Managed Services	222.67	-97397
101	411100	Council	CIT	CIT Managed Services	445.33	-97397
101	431100	Street Department	CIT	Datto Siris 4 P10	121.65	-97397
101	421100	Police Administration	CIT	Datto Siris 4 P10	881.97	-97397
101	411100	Council	CIT	Datto Siris 4 P10	121.65	-97397
101	413100	Mayor	CIT	Microsoft NCE Office 365	112.38	-97397
101	431100	Street Department	CIT	Advanced Email Encryption User	1.59	-97397
101	415300	Administration & Finance	CIT	Advanced Email Encryption User	3.96	-97397
101	411100	Council	CIT	Advanced Email Encryption User	1.59	-97397
101	422100	Fire Administration	CIT	Datto Siris 4 P10	182.48	-97397
101	413100	Mayor	CIT	CIT Managed Services	111.33	-97397
101	431100	Street Department	CIT	Microsoft NCE Office 365	449.52	-97397
101	424100	Building Inspection	CIT	Microsoft NCE Office 365	224.76	-97397
101	415300	Administration & Finance	CIT	Microsoft NCE Microsoft Defend	19.67	-97397
101	424100	Building Inspection	CIT	Datto Siris 4 P10	60.83	-97397
101	424100	Building Inspection	CIT	Advanced Email Encryption User	0.79	-97397
101	413100	Mayor	CIT	Microsoft NCE Microsoft Defend	1.97	-97397
101	415300	Administration & Finance	CIT	CIT Managed Services	1,113.34	-97397
101	415300	Administration & Finance	CIT	Microsoft NCE Office 365	1,123.82	-97397
101	413100	Mayor	CIT	Datto Siris 4 P10	30.41	-97397
101	431100	Street Department	CRYSTEEL TRUCK EQUIPMENT	Brine Pump - H4	659.75	-97396
601	214500	Escrow Deposits Payable	VMC LLC	Hawks Circle ATT Upgrade	5,900.00	-97395
101	421100	Police Administration	DSC COMMUNICATIONS	Stubby Antennas	153.75	-97394
101	421100	Police Administration	DSC COMMUNICATIONS	Stubby Antennas	399.75	-97394
101	431100	Street Department	VIKING AUTOMATIC SPRINKLER COMPANY	Monitoring PW Annual Monitorin	600.00	-97393
230	465100	HEDA	FRYBERGER, BUCHANAN, SMITH & FREDERICK,	Legal Services - HEDA	2,000.00	-97392
101	431100	Street Department	TREVIPAY	Radiator Tester	170.99	-97391
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Paper/Glue/Note/Bandages/Tape	49.77	-97390
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Ribbon	4.29	-97390
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C458/C300i	297.15	-97389
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Wiper Blade - 624 Loader	106.55	-97388
101	422100	Fire Administration	MENARD INC	Zip Lock Bags	3.29	-97387
101	431901	City Garage	MENARD INC	Buckets	7.96	-97387
101	422100	Fire Administration	MENARD INC	Batteries	53.61	-97387

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	MENARD INC	Wire Nuts for Water Radios	15.48	-97387
601	494300	Water Distribution	MENARD INC	Caulk Gun	7.18	-97387
101	431100	Street Department	MENARD INC	Steamer Trailer Parts	71.71	-97387
101	431100	Street Department	MENARD INC	Steamer Repair	42.27	-97387
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hose Mtr. Grader	278.36	-97386
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Air Brake Fitting	23.45	-97386
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hose - H4	35.04	-97386
101	421100	Police Administration	PER MAR SECURITY SERVICES INC	CCTV 4/01/2026 - 6/30/2026	102.36	-97385
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	Quarterly Postage Meter Lease	295.29	-97384
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract through 03/	161.30	-97383
101	421100	Police Administration	SHRED-N-GO INC	Electronic Media Disposal	1,005.00	-97383
232	132700	Loan Receivable- HTF Loan	RELIABLE HERMANTOWN PROPERTIES, LLC	CMC Construction	48,377.00	-97382
101	431901	City Garage	A W KUETTEL & SONS INC	Install Overhead Door Flashing	2,160.00	72951
101	421100	Police Administration	ANGEL ARMOR	Bullet Resistent Vest	3,771.00	72952
230	465100	HEDA	ARCHITECTURE ADVANTAGE	HERMANTOWN HOUSING MODEL	2,355.00	72953
401	419901	City Hall & Police Building Maintenance	BUDGET BLINDS OF DULUTH	Training Room Blinds/Shades	4,762.50	72954
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	108.88	72955
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	108.88	72955
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	108.87	72955
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 02/22/25-03/21/25	86.99	72956
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72957
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	71.21	72957
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72957
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	103.85	72957
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	YR 2025 Audit Services	1,483.77	72958
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	YR 2025 Audit Services	1,498.99	72958
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	YR 2025 Audit Services	5,942.25	72958
601	494300	Water Distribution	CORE & MAIN LP	Meter Horn	1,500.00	72959
101	490000	Miscellaneous Functions	COSTIN GROUP MN	City Lobbyist	1,500.00	72960
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Vet - Bruno	145.65	72961
101	422100	Fire Administration	ESSENTIA HEALTH	Tests - On Call Firefighters	1,308.00	72962
101	422100	Fire Administration	ESSENTIA HEALTH	Tests - On Call Firefighters	1,417.00	72962
601	220100	Refund Payable	FREDLUND, GREGORY OR REBECCA	Refund Overpayment Acct1224-02	166.57	72963
101	415300	Administration & Finance	GOVT FINANCE OFFICERS ASSOCIATION	Budget Award Application Revie	495.00	72964
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Feb 17, 2026 Minutes	107.25	72965
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Feb 2026	85.00	72966
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	TP/Soap/Filter/Towels	302.62	72967
251	421100	Police Administration	INTOXIMETERS INC	Preliminary Breath Testing Dev	5,100.00	72968

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
415	465200	Community Development	KFI ENGINEERS	Northstar Ford Arena	1,624.00	72969
230	214500	Escrow Deposits Payable	KIMLEY-HORN AND ASSOCIATES, INC.	Adolph Utility Extension	19,707.48	72970
101	431100	Street Department	KOLAR	Vehicle Repair - 2024 GMC Sier	524.25	72971
101	421100	Police Administration	MILLS AFTERMARKET ACCESSORIES, INC.	Floor Liners	500.24	72972
412	419100	Community Development	MN DEPARTMENT OF NATURAL RESOURCES	Trail Keen Creek - Natural Her	120.00	72973
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Mar 2026 Internet	360.00	72974
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Mar 2026 Internet	90.00	72974
603	441100	Storm Water	MN TROUT UNLIMITED	Keen Creek Culvert	10,000.00	72975
101	431100	Street Department	NAPA AUTO PARTS	Switch	21.28	72976
601	494300	Water Distribution	NAPA AUTO PARTS	Truck Battery - H25	318.68	72976
101	391010	Sale of General Fixed Assets	NORTH COUNTRY CHEVROLET	Trade In 1FM5K8AR3JGB58588	-7,000.00	72977
101	391010	Sale of General Fixed Assets	NORTH COUNTRY CHEVROLET	Trade In 1GNSKDEC1KR249975	-5,000.00	72977
101	391010	Sale of General Fixed Assets	NORTH COUNTRY CHEVROLET	Trade In 1GNSK2EC1FR305150	-8,000.00	72977
101	421100	Police Administration	NORTH COUNTRY CHEVROLET	26 Chev Tahoe	55,013.92	72977
101	421100	Police Administration	NORTH COUNTRY CHEVROLET	26 Chev Tahoe	54,309.92	72977
101	431901	City Garage	OXYGEN SERVICE COMPANY	Acetylene Gas Bottle Rent	19.60	72978
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	999.00	72979
101	421100	Police Administration	SAVVY SNIPER LLC	Slings	285.15	72980
101	421100	Police Administration	STREICHER'S	Pepperball Supplies	501.00	72981
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 22	91.17	72982
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2026 Bill Print	605.40	72983
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2026 Bill Print	605.39	72983
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Feb 2026 Bill Print	605.39	72983
101	431100	Street Department	ZIEGLER INC	928 Fuel Lift Pump	1,660.42	72984
101	431100	Street Department	ABS AUTO SOLUTIONS INC	Spray in Box Liner Tool Cat	450.00	72990
101	422100	Fire Administration	ALEX AIR APPARATUS 2, LLC	Air Compressor Annual Service	1,033.07	72991
101	421100	Police Administration	ANGEL ARMOR	Bullet Resistent Vest	2,200.00	72992
101	421100	Police Administration	ANIMAL ALLIES HUMANE SOCIETY	Feb 2026 Boarding	3,690.00	72993
475	431150	Street Improvements	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-310514	150.00	72994
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	106.82	72995
101	431100	Street Department	BW DISTRIBUTING	Vehicle Wash - PW	319.98	72996
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72997
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	71.21	72997
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	74.98	72997
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72997
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	42.55	72997
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72997
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	18.11	72997

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	42.55	72997
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72997
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72997
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72997
101	415300	Administration & Finance	CIVICPLUS, LLC	CivicPlus Media Annual Fee	4,342.80	72998
603	441100	Storm Water	CIVICPLUS, LLC	CivicPlus Media Annual Fee	1,085.70	72998
601	494400	Water Administration and General	CIVICPLUS, LLC	CivicPlus Media Annual Fee	2,220.75	72998
602	494900	Sewer Administration and General	CIVICPLUS, LLC	CivicPlus Media Annual Fee	2,220.75	72998
101	424100	Building Inspection	CLOUDPERMIT INC.	Building Permitting & Code Enf	5,200.00	72999
601	494400	Water Administration and General	CUSTOMER ELATION INC	02/10/26 - 03/09/26 Answering	41.25	73000
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	02/10/26 - 03/09/26 Answering	27.50	73000
101	415300	Administration & Finance	DULUTH AREA CHAMBER OF COMMERCE	St. Louis Cty at Capital Spons	4,000.00	73001
101	411100	Council	DULUTH AREA CHAMBER OF COMMERCE	Breakfast - SLC Days - Hjelle	40.00	73001
326	471000	Debt Service	EHLERS & ASSOCIATES INC	Arbitrage Reporting	1,000.00	73002
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2025 Financial Management Plan	1,991.25	73002
101	421100	Police Administration	ESSENTIA HEALTH	Test - PD KostiuK, K	546.00	73003
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Mar 2, 2026 Minutes	66.00	73004
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA - Jason Warner	33.00	73004
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA - RB Holdings	33.00	73004
101	411100	Council	HJELLE, ANDREW	Mileage - SLC Days	217.50	73005
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	Bathroom Paper Towels	152.72	73006
101	421100	Police Administration	INTOXIMETERS INC	DryGas	240.00	73007
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	721.38	73008
101	431100	Street Department	NAPA AUTO PARTS	Return - Air Brake Parts	-83.08	73008
101	431100	Street Department	NAPA AUTO PARTS	Air Brake Parts	83.08	73008
230	465100	HEDA	NORTH SHORE DEVELOPMENT CO.	Consulting Services	825.00	73009
101	431100	Street Department	O'REILLY AUTO PARTS	Antifreeze - H1	300.94	73010
101	421100	Police Administration	OFFICE OF THE SECRETARY OF STATE	Notary Fee - Anna Johnson	120.00	73011
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	999.00	73012
101	421100	Police Administration	PETTY CASH	Compliance Checks	68.59	73013
101	421100	Police Administration	PETTY CASH	DMV - Tabs	16.25	73013
240	433500	Water Improvements	SHORT ELLIOTT HENDRICKSON INC	HERMT Water Meter Station	3,778.90	73014
101	421100	Police Administration	STREICHER'S	Duty Gear - KostiuK, K	125.00	73015
101	421100	Police Administration	STREICHER'S	PepperBall	53.00	73015
101	421100	Police Administration	STREICHER'S	Duty Gear - KostiuK, K	95.00	73015
101	421100	Police Administration	STREICHER'S	Duty Gear - KostiuK, K	18.00	73015
101	421100	Police Administration	STREICHER'S	Duty Gear - KostiuK, K	767.00	73015
101	421100	Police Administration	STREICHER'S	Duty Gear - KostiuK, K	12.00	73015

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	STREICHER'S	Duty Gear - Kostiuk, K	282.00	73015
101	421100	Police Administration	STREICHER'S	Duty Gear - Kostiuk, K	210.00	73015
101	421100	Police Administration	SUN CONTROL OF MN	2026 Chevy Tahoe Graphics Kit	1,600.00	73016
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Feb 26	181.91	73017
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - 24 GMC Yukon	115.39	73018
101	422100	Fire Administration	TROY'S SERVICE CENTER	Oil & Filter - Rescue 1	93.42	73018
101	421100	Police Administration	TROY'S SERVICE CENTER	Tire Repair - SQD 22	838.00	73018
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Tower Rental	780.00	73019
101	417200	Communications	WICKLUND, JOE	SLC Days Lunch/Mileage	223.79	73020
101	411100	Council	WICKLUND, JOE	SLC Days Hotel - Hjelle	203.51	73020
101	415300	Administration & Finance	WICKLUND, JOE	SLC Days Hotel - Mulder	192.52	73020
230	465100	HEDA	WICKLUND, JOE	SLC Days Hotel - Ronchetti	301.54	73020
101	415300	Administration & Finance	WICKLUND, JOE	LMC Lunch/Room/Parking - Mulde	230.26	73020
101	417200	Communications	WICKLUND, JOE	LMC Lunch/Room - Wicklund	189.21	73020
101	417200	Communications	WICKLUND, JOE	SLC Days Hotel - Wicklund	385.04	73020

Totals: 432 records printed

704,275.44



CITY COUNCIL MEETING DATE: April 06, 2026

TO: Mayor & City Council

FROM: Brandon Holmes – Building Official

SUBJECT: Award Construction Bid for HVAC Repairs and Upgrades

☒ **RESOLUTION:** 2026-39 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Award Construction Bid provided by Gartner Refrigeration for the City Hall HVAC project for \$305,331.00.

BACKGROUND

The bid opening for the above-mentioned project was conducted on Thursday, March 5th, 2026 at 10:00 a.m. in person. Bids were received from three contractors, with the low bidder Gartner Refrigeration in the amount of \$305,331.00. Staff estimation, combined with third-party assessments for project costs ranged from \$275,000 - \$300,000.

It is recommended that the City award the construction contract for the Hermantown City Hall HVAC upgrades in the amount of \$305,331.00.

SOURCE OF FUNDS (if applicable)

401-419901-520

ATTACHMENTS

Resolution
Engineers Recommendation and Bid Tab
Contract

Resolution No. 2026-39

**Resolution Receiving Bids And Awarding Contract To Gartner Refrigeration Company,
For The Hermantown City Hall HVAC Upgrade Project In The Amount Of \$305,331.00**

WHEREAS, the City of Hermantown duly advertised for bids for the Hermantown City Hall HVAC Upgrade (“Project”) within the City of Hermantown; and

WHEREAS, the City will finance the Project from Capital Improvement Funding; and

WHEREAS, bids on such Project were publicly opened and tabulated by The City Building Official and Utilities and Infrastructure Director on March 5th, 2026; and

WHEREAS, a Recommendation of Award letter and 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, Gartner Refrigeration Company, (“Contractor”) be awarded the contract for the Hermantown City Hall HVAC Upgrade (“Project”); and

WHEREAS, the City Council has reviewed the form Construction Contract attached hereto as Exhibit B; 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 the Hermantown City Hall HVAC Upgrade

2. The bid of Contractor is in the amount of \$305,331.00 for the Hermantown City Hall HVAC Upgrade for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.

3. The Construction Contract attached hereto as Exhibit B is hereby approved substantially in the form of, and the Mayor and City Clerk are authorized and directed to execute

said Contract on behalf of the City of Hermantown.

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 the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-39 is a true and correct copy of the Resolution as adopted by the City Council on the 6th day of April, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 7th day of April, 2026.

Alissa McClure, City Clerk

Brandon Holmes – Building Official
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Ryan K. Shore

[illegible]

HVAC systems Replacement of Hermantown Public Safety Building and Administrative Offices

Date: 5/5/26
Time: 10:00am



Hermantown Project No.

	Bidder	Acknowledgement of Addendums	Bid Bond Present	Responsible Contractor	Non-Collusion Affidavit	Bid Amount	
						Project	Total
1	Gantner	X	X	X		Sub AHS yes	292,594 ⁰⁰
2	Uhl	X	X	X			583,544 ⁰⁰
3	Stack	X	X	X			491,445 ⁰⁰
4							
8	-						
10							
11							
Engineer's Estimate						8275,000	

EXHIBIT B

CONSTRUCTION CONTRACT

Amended January 5, 2026

THIS AGREEMENT, dated the _____ day of _____, 20____, by and between the **City of Hermantown**, whose address is 5105 Maple Grove Road, Hermantown, Minnesota, 55811 (hereinafter called the “Owner”), and Gartner Refrigeration Company, whose address is 2331 W. Superior Street Duluth MN 55806 (hereinafter called the “Contractor”).

WITNESSETH:

WHEREAS, the Owner intends to perform the “Hermantown City Hall HVAC Upgrade” (“Project”) in St. Louis County, Minnesota, as more particularly described in plans, specifications, and drawings (“Plans/Drawings and Specifications”) prepared by LHB, (“Engineer”), and

WHEREAS, Contractor desires to construct such Project and perform the related work in accordance with its bid (“Bid”) made on the 5th day of March, 2026.

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

ARTICLE I SCOPE OF CONTRACT

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

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

1.3 Identity of Engineer. The Plans/Drawings and Specifications have been prepared by Engineer. The Inspecting Engineer/Architect for the administration of the Construction Documents is the Engineer.

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

1.5 Changes in Contract Documents. All changes in the Plans/Drawings and Specifications or any terms of the Contract Documents, or orders for extra work or changes by altering or adding to the Work (“Change Order”) must be approved by the City Council of Owner

and placed on file with the Owner. Any changes in the Plans/Drawings and Specifications or orders for extra work, or changes by altering or adding to or eliminating any of such Work which will result in any net construction cost increase or decrease, or will change the Project design concept, may be effected only with the prior approval of the City Council of Owner. For purposes of this Section 1.5, the net construction cost for any such changes shall include costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workers' compensation insurance, social security taxes, general liability insurance and other necessary approvals, job overhead and all other expenses directly connected with the construction of such changes, but excluding kickbacks, rebates, discounts, penalties or fines received or receivable, or paid or payable, in connection with such changes, and excluding any return on or cost of the Contractor's working capital. No changes, additions or alterations may be made to this Construction Contract without the prior written approval of the City Council of Owner. NO COMPENSATION WILL BE PAID TO CONTRACTOR FOR ANY CHANGE IN THE CONTRACT DOCUMENTS UNLESS SUCH CHANGE ORDER IS APPROVED PRIOR TO SUCH CHANGE BEING MADE BY THE CITY COUNCIL OF OWNER.

1.6 Payment for Changes. Charges or credits for work covered by a Change Order approved by the City Council of Owner under Section 1.5 hereof shall be determined by the unit bid prices contained in the Bid of Contractor. Contractor agrees that the provisions of this Section 1.6 are intended to be the provisions referred to under Section 1903 of the 2025 Edition of the Minnesota Department of Transportation Standard Specifications for Construction and the 2025 Supplement thereto (collectively "MNDOT Standard Specifications") and accordingly, the provisions of Section 1903 of the MNDOT Standard Specifications are not applicable. NO PAYMENT FOR ANY CHANGE WILL BE PAID TO CONTRACTOR UNLESS SUCH CHANGE ORDER IS APPROVED PRIOR TO SUCH CHANGE BEING MADE BY THE CITY COUNCIL OF OWNER.

ARTICLE II TIME

2.1 Commencement of the Work and Substantial Completion. The Work shall be completed in accordance with the Contract Documents to the satisfaction of the Engineer and the Owner on or before March 26th, 2027 ("Required Completion Date"). The date by which the Work shall be completed may be extended by Change Order only with the prior approval of the City Council of Owner.

The date of Completion as used herein shall be the date that the Engineer and the Owner determine in writing that the Work has been completed to the Owner's satisfaction and as required by the Specifications.

2.2 Guarantee, Special Guarantees, Assignment of Warranties, and Latent Defect Guarantee. The Contractor hereby agrees to correct any defects due to faulty materials or workmanship which exist within one (1) year from the Date of Completion at no expense to Owner. Notwithstanding anything contained herein to the contrary, the Contractor makes the following

additional special guarantees, and agrees to correct any defects in materials or workmanship in the following items during the period specified:

2.2.1 Contractor shall replace, at no expense to Owner, all grass or landscaping in the Project which become seriously diseased or die within two (2) years from the Date of Completion or planting, whichever last occurs.

2.2.2 The Contractor shall assign to the Owner all warranties received by the Contractor on items incorporated in the Project, provided, however, that such assignment shall not release Contractor from the warranties and guarantees contained in this Section 2.2.

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

2.4 Time of Completion of Work. The Work shall have been deemed to have been completed as of the date of the final inspection or reinspection, if, upon such inspection or reinspection, the Owner and Engineer find in writing that the Work is completed to the Owner's and Engineer's satisfaction, and as required by the Plans and Specifications and that no further portion of the Work remains to be done at the site. It is specifically agreed that completion shall be deemed to have occurred, if, in the Owner's and Engineer's opinions, all portions of the Work have been completed on the site to the Owner's and Engineer's satisfaction and as required by the Plans/Drawings and Specifications.

2.5 Liquidated Damages for Failure to Complete Construction. Contractor shall pay to Owner the sum of One Thousand Two Hundred Dollars (\$1,200.00) per calendar day as liquidated damages for each calendar day that the completion of the construction of the Project is delayed beyond the Required Completion Date. In addition, in such event, the Contractor shall pay within 15 days after being invoiced by Owner for such costs, all engineering costs and administrative costs, including attorneys' fees, incurred in connection with the administration and enforcement of this Contract and the Work after the Required Completion Date. Contractor acknowledges that Owner will incur substantial additional direct and indirect costs, including added traffic control costs, planning costs, road cleaning costs and costs of providing health and safety precautions and protections that are very difficult to quantify if Contractor does not complete Project strictly in accordance with the Plans/Drawings and Specifications as required by Section 2.1 hereof. Therefore, Contractor has agreed to pay liquidated damages in the aforesaid amount to the Owner if it does not fulfill its obligations to the Owner with respect to the construction of the Project by the Required Completion Date. Contractor agrees that the amount of liquidated damages has been determined as a result of good faith negotiations between Owner and Contractor and represents the parties' agreement with respect to the quantification of the damages to be sustained by the Owner as a result of a failure by Contractor to complete the Project by the Required Completion Date.

ARTICLE III

CONTRACT SUM AND PAYMENTS

3.1 Unit Price Contract. Subject to the provisions of Contract Documents and assuming the Engineer's estimates of quantities are the actual quantities, the Owner shall pay to the Contractor, for the performance of the Work hereunder, a total contract sum of amount Dollars (\$_____). Such total contract sum shall be increased or decreased by the Owner only as provided in Section 1.5 hereof, but may, by virtue of this Contract being a unit price contract, be increased or decreased to reflect actual quantities being more or less than the Engineer's estimate.

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

3.3 Retainage. "Substantial Completion" shall mean the date when construction is sufficiently completed so that the Owner can occupy or use the improvement for the intended purpose, consistent with Minn. Stat. §541.051, subd. 1(a). For streets, highways, and bridges, "Substantial Completion" is defined as the date when construction related traffic devices and ongoing inspections are no longer required.

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

3.3.2 Contractor must pay all remaining retainage to its subcontractors no later than ten (10) days after receiving payment of retainage from Owner, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

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

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

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

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

3.6 Construction Projects Funded State or Federal Aid. Notwithstanding anything to the contrary contained herein, the portion of a construction project funded by federal or state aid is only required to be paid when the federal or state aid has been received by Owner.

3.7 Final Payment. The balance due the Contractor hereunder, including the retainage provided by Section 3.2 hereof, shall be payable after the Owner, by resolution of the City Council, determines the Contractor shall have obtained or caused to occur the following:

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

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

3.7.3 Final resolution of all claims for damages made with respect to work performed by Contractor under this Agreement, and

3.7.4 Approval by the Owner of the Contractor's final application for payment.

ARTICLE IV RECEIPTS AND RELEASES OF LIENS

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

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

ARTICLE V REQUIREMENTS OF CONTRACTOR

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

5.2 Errors in Plans/Drawings and Specifications. If the Contractor observes that the Plans/Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall notify promptly the Engineer and the Owner in writing, and any necessary changes shall be made as provided in the Contract Documents for Change Orders in the Plans/Drawings and Specifications. If the Contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective

covenants, without giving notice to the Engineer and Owner, the Contractor shall bear all cost arising therefrom, including the cost of correcting any such work.

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

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

5.5 Soils. It is understood that Owner may have supplied Contractor with certain reports of soil test borings which have been made on the Project site. Contractor acknowledges that it has reviewed such reports and agrees that no allowances or adjustment will be made in the Total Contract Sum by reason of conditions below the surface of the ground which such reports disclose or which Contractor should reasonably discover upon reviewing the same. If no soil reports are provided by Owner, Contractor agrees that it will be responsible for determining on its own the soil condition of the Project and that no allowance or adjustment will be made in the Total Contract Sum by reason of conditions below the surface of the ground.

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

5.7 Examination of Documents. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including any "technical data".

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

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

5.10 Subsurface Conditions. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that such reports and drawings are not Contract Documents and

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

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

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

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

5.14 Withholding Affidavit for Contractors. Attached herein is a copy of the Minnesota Department of Revenue Withholding Affidavit for Contractors, Form IC-134. The successful bidder entering into a Contract with the Owner will be required to file Form IC-134 with the State of Minnesota and provide the Owner with a copy of the completed form certified by the State of Minnesota before final payment can be issued by the Owner.

Copies of completed Form IC-134 will be required from the Contractor and all subcontractors supplying labor and materials for the Project.

5.16 American Made Steel. In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410, the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

5.17 Repair of Streets. Contractor agrees to make repairs to public streets that may become damaged due to use of the road for hauling of materials, or due to the Contractor's construction practices. Contractor shall repair such damage in a manner as so that it is acceptable by the Owner engineer. Any pavement repairs shall be completed prior to final acceptance of any public improvements.

5.18 Responsible Contractor. Contractor shall comply with the provisions of Minn. Stat. § 16C.285, commonly known as the Responsible Contractor Law.

ARTICLE VI INSURANCE

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

- a) Compensation Insurance. The Contractor and each subcontractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the term of the Contract Contractor's Property Damage Insurance and Vehicle Liability Insurance and Contractor's Public Liability Insurance in the amounts specified in Paragraphs (g), (h) and (i) below.
- c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each subcontractor to procure and to maintain during the life of any subcontract, subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Paragraphs (g), (h) and (i) below, or (2) insure the activities of the subcontractors in Contractor's policy, specified in Paragraph (b) above.

- d) Scope of Insurance and Special Hazards. The insurance required under Paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and the subcontractors, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Paragraph (g) below.
- e) Indemnification. The Contractor shall indemnify and save harmless the Owner from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys' fees, and shall assume without expense to the Owner, the defense of any such claims or actions. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Owner, its agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

- i. Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

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

- f) Proof of Insurance. The Contractor shall furnish the Owner with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10) days for non-payment of premium, has been received by the Owner." Owner is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide Owner with appropriate endorsements to its policy(ies) of insurance reflecting the status of Owner as an additional insured and requiring that the foregoing notice of cancellation, material alteration or nonrenewal be provided to owner by the insurance company providing such insurance policy(ies) to Contractor. In addition, all policies shall contain a waiver of subrogation in favor of Owner. All policies shall apply on a "per project" basis. Contractor

agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following Owner's written acceptance of the Contract.

g) Limits of Insurance.

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

Comprehensive Automobile Liability		\$2,000,000.00
Combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles).		
Property Damage	Per Occurrence	\$2,000,000.00
“All Risk” Builder’s Risk Insurance		Completed Value Form

- h) Property Insurance. Contractor shall provide “All Risk” builder’s risk insurance under a completed value form on all work on the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the Contract, debris removal, architects’ and engineer’s fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed \$25,000.00 per occurrence. Said insurance shall be endorsed to provide consent for occupancy of the Project and shall be maintained in effect until permanent property coverage is in force. Such insurance shall be written in the names of Contractor, any subcontractor and Owner, as their interests may appear. Contractor, all subcontractors, and suppliers waive all rights against Owner for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.
- i) Public Liability Insurance. Public Liability Insurance written on an “occurrence” basis under Comprehensive General Liability Form with “Broad Form” property damage liability coverage, with the XCU exclusion removed, in limits specified in paragraph (g) above. Contractor shall require such liability coverage from all subcontractors unless they are insured under the Contractor’s policies. Certificates evidencing such coverage obtained by any subcontractor shall be provided to Owner and Engineer.
- j) General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this section, or required by law.
- k) Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from

pollution, explosion, collapse, underground property damage or work performed by subcontractors.

- l) Claim Form. Contractor shall obtain and provide to Owner, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with Owner.
- m) Primary Policies. All policies shall be primary and non-contributory.
- n) Deductible Responsibilities. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- o) Insurance Company Rating. Contractor shall maintain in effective all insurance coverages required under this section at Contractor's sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by Owner in writing.

ARTICLE VII

ASSIGNMENTS, SUBCONTRACTS, AND TERMINATION

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

7.2 Subcontracts. The Contractor shall not subcontract all or any portion of the Work or obtain materials or equipment without the prior written consent of the Owner and Engineer. The Contractor shall provide to Owner and the Engineer at the preconstruction conference a list of subcontractors, materialmen and equipment suppliers proposed to be used by Contractor in connection with the performance of the Work, along with a copy of any subcontracts between the Contractor and any subcontractor, materialmen or equipment supplier. The Contractor shall submit to the Owner and Engineer the names of the subcontractors to whom the Contractor proposes to subcontract any part of the Work, or who will provide materials or equipment to perform the Work, together with such information as to the qualifications and ability of such proposed subcontractors to perform the Work or supply such materials or equipment satisfactorily as the Owner or Engineer may request. The Contractor shall not subcontract any Work to a subcontractor or purchase any materials or obtain any equipment from any person with regard to which the Contractor has received written notice of objection from the Owner or Engineer provided that such notice of objection must be received by the Contractor within ten (10) days of the receipt by the Owner or Engineer of such subcontractor's, materialmen's or equipment supplier's name and qualifications. Owner or Engineer may object to any subcontractor, materialmen or equipment supplier with or without cause. Contractor shall provide the Owner and Engineer with a copy of the signed, final subcontract between Contractor and approved subcontractor, materialman or equipment supplier before any work, material or equipment is supplied by such person to the Project. The Contractor shall not make any substitutions for any subcontractor, materialman or equipment supplier, or person or organization who has been accepted by the Owner and the Engineer, unless the

substitution is accepted in writing by the Owner and the Engineer. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, materialmen and equipment suppliers as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall cause and require provisions to be included in all subcontracts for any part of the Work or material or equipment, binding the subcontractors, materialmen and equipment suppliers to comply with the terms of the Contract Documents insofar as applicable to the Work of such subcontractors, the material or such materialmen, or the equipment supplied by such equipment suppliers. Without limiting the generality of the foregoing, any approved subcontractor, materialmen or equipment supplier shall provide Owner and the Engineer the following items before performing any work on the Project.

7.2.1 A Certificate of Insurance that satisfies the requirements of this Agreement.

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

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

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

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

ARTICLE VIII TERMINATION OF THE CONTRACT

In the event that:

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

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

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

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

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

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

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

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

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

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

ARTICLE IX DISPUTE RESOLUTION

9.1 The City Administrator, the Engineer and the Contractor representation shall attempt to resolve any disagreements under this Agreement. If such efforts do not resolve such disagreement within thirty (30) calendar days, then the City and Contractor shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System. If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then the City and Contractor shall be entitled to take whatever action is necessary or appropriate to seek redress of any disagreements. The venue and jurisdiction for any such further proceedings shall be in the District Court for St. Louis County, Minnesota.

ARTICLE X MISCELLANEOUS

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

Owner: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

With a copy to: Gunnar Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55805

And a copy to: Northland Consulting Engineers
102 S. 21st Avenue West
Suite One
Duluth, MN 55806

Contractor: Gartner Refrigeration Company
2331 W. Superior Street
Duluth MN 55806

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

10.2 Actions on Behalf of the Parties. The following persons are authorized by the Owner and the Contractor to execute any and all instruments requiring their respective signatures and to act on their behalf with respect to all matters arising out of the Contract.

Owner: City Administrator only after authorization given by approving vote of the Hermantown City Council.

Contractor: Gartner Refrigeration Company

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

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

10.5 Government Data Practices. Contractor acknowledges that Owner is subject to the provisions of the Minnesota Government Data Practices Act.

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Owner in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by

Contractor in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08, apply to Contractor and Owner.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

OWNER:

City of Hermantown

By: _____
Its Mayor

By: _____
Its City Clerk

CONTRACTOR:

Gartner Refrigeration Company

By: _____
Its _____

EXHIBIT A

OTHER CONTRACT DOCUMENTS (S)

1. Plans/Drawings and Specifications attached hereto
2. Bid of Contractor

CITY COUNCIL MEETING DATE: April 6, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Geotechnical Services Additional Soil Burnings – Lightning Drive Project

☒ **RESOLUTION:** 2026-40 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve amended contract with Braun Intertec Geotechnical Services contract amendment for additional soil borings on the Lightning Drive Project.

BACKGROUND

Due to the unknown rock along the project corridor, the City needs to amend the contract for soil boring for Lightning Drive Project. Currently the city has a contract for soil borings with Braun Intertec. The agency will provide the labor, material, and equipment necessary to provide testing of the soils. The City has a Master Services Agreement with Braun Intertec and it is recommended that the City Council approve the amendment for \$29,894.00 for additional soil borings.

SOURCE OF FUNDS (if applicable)

475-431150-305 Proj. 547

ATTACHMENTS

Resolution
EPC Proposal
Braun Proposal

Resolution No. 2026-40

Resolution Authorizing And Directing Mayor And City Clerk To Execute Amendment No. 1 To The Agreement For Geotechnical Services For Street Improvement District No. 547 Not To Exceed \$29,894 (Lightning Drive & Thunderchief Lane Including Sanitary Sewer Extension And Other Infrastructure Improvements In Section 14)

WHEREAS, the City of Hermantown (“City”) desires to obtain Geotechnical Services for Street Improvement District No. 547 (Lightning Drive & Thunderchief Lane Including Sanitary Sewer Extension and Other Infrastructure Improvements In Section 14); and

WHEREAS, the City and Braun Intertec desire to amend the Agreement for Professional Additional Services for Geotechnical Services for Street Improvement District No. 547 (“Agreement”) as shown on Exhibit A attached hereto in which Braun Intertec provides Additional Geotechnical Services to the City not to exceed \$29,894 pursuant to the terms of the Agreement; and

WHEREAS, the City Council has duly considered the attached amendment to the Agreement for Geotechnical Services and believes that it is in the best interests of the City of Hermantown for it to accept the changes; and

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 amendment to Braun Intertec the Agreement for Geotechnical Report for Street Improvement District No. 547 (Road, Utility and Trail Improvements in section 14) substantially in the form attached hereto as Exhibit A.

2. The source of payment for the geotechnical services will be City Fund No 475-431150-319 Project 547.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted on April 6, 2026.

EXHIBIT A

March 30, 2026

Revised Proposal 10009319_001

Trish Crego

City of Hermantown

5105 Maple Grove Road

Hermantown, MN 55811

Re: Revised Proposal for Additional Subsurface Investigation and Geotechnical Evaluation
Lightning Drive Reconstruction
Lightning Drive, between Stebner Road to Lavaque Road, and Getchell Road,
between Maple Grove Road and Radar Road
Hermantown, Minnesota

Dear Ms. Crego:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete additional subsurface investigation for the Lightning Drive Reconstruction and a geotechnical evaluation for the Getchell Road Reconstruction project in Hermantown, Minnesota.

Task 1 – Lightning Drive

Project Information

We understand the City of Hermantown plans to reconstruct Lightning Drive between Stebner Road and Getchell Road and construct a new segment of trail between Getchell Road and Lavaque Road. As part of the construction, new sanitary sewer will be installed at a depth which is anticipated to require rock removal and the City of Hermantown plans to define the bedrock surface along the sewer alignment. This exploration will be in support of the previous geotechnical evaluation that we completed for the project.

Purpose

The purpose of our subsurface investigation will be to determine if soil borings encounter obstructions prior to the proposed sanitary sewer at the requested boring locations.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Site Access

Based on aerial photographs and our experience on the site, the site will require the use of our flotation-tire all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the boring locations. We have included tree clearing as part of our scope of services to access the boring locations west of Getchell Road.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We understand that Bolton & Menk, Inc., will survey and stake the exploration locations. We assume that they will provide us with the GPS coordinates and prepare a location sketch for inclusion in our report.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible for notifying us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Traffic Control

The exploration will require the crew to perform work within the roadways. Based on assumed traffic volume data, sight distances, and posted speed limits, we plan to provide signs and cones for traffic control through our work zones.

Borings

As requested, we propose to drill 42 flight auger borings for the project, extending them to a depth of 5 feet deeper than the proposed sanitary sewer or auger refusal, whichever is shallower. The borings will be performed at 50 foot intervals along the alignment. For the purpose of this proposal, we assume 630 feet of drilling will be completed.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.



MDH Notification

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a “Sealing Notification Form”, and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will assume 400 linear feet of borehole with grout, which assumes 20 borings achieve a depth of 20 feet.

The attached Project Proposal shows the fees associated with the sealing.

Upon backfilling or sealing boring locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Report

We will prepare a report including:

- A sketch showing the boring locations provided by Bolton & Menk, Inc.
- A summary of the subsurface profile, groundwater conditions, and any refusal depths encountered.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.



Task 2 – Getchell Road Reconstruction

Project Information

We understand this project will include the reconstruction of Getchell Road, between Maple Grove Road and Radar Road. The project will include new utility installation and reconstruction of the road surface with a planned traffic loading of 10 tons.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of road reconstruction.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, the site is accessible to our flotation-tire all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective boring locations, as selected by Northland Consulting Engineers, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.



Traffic Control

The exploration will require the crew to perform work within the roadways. Based on assumed traffic volume data, sight distances, and posted speed limits, we plan to provide signs and cones for traffic control through our work zones.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible for notifying us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 14 standard penetration test borings for the road reconstruction, extending them to 20 feet below grade. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, and consolidation settlement, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the MDH Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward a copy of the form for signature and increase our total fees by \$150.



Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 280 linear feet of borehole with grout. Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing boring locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 30 moisture content tests and 6 mechanical analyses (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the boring and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing utility and pavement subgrades, and the selection, placement, and compaction of fill.



- Recommended bituminous pavement design section thicknesses, based on assumed subgrade strength parameters, and provided traffic loading.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 4 weeks following receipt of written authorization
- Field exploration – 8 days on site to complete the work
- Report submittal – within 2 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for Task 1 on a time and materials basis for an estimated fee of **\$29,894**. We will furnish the services for Task 2 for a lump sum fee of **\$20,350**.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above scope of services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$425 per hour.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Service Agreement for Professional Services between the City of Hermantown and Braun Intertec Corporation. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mickale Endres at 507.514.0514 or MEndres@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Mickale L. Endres, PE
Senior Manager, Senior Engineer

Brandon K. Wright, PE
Senior Manager, Senior Engineer

Attachments:

Fee Estimate – Lightning Drive
MDH Notification Form

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10009319_001
Lightning Drive Reconstruction

Client:

City of Hermantown
 Trish Crego
 5105 Maple Grove Rd
 Duluth, Minnesota 55811-3698
 (218) 729-3613

Work Site Address:

Lightning Drive
 Hermantown, Minnesota 55811

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Exploration			
Subtask 1.1: Utility Clearance and Staking			\$785.00
Utility clearance and staking	4.00	190.00	\$760.00
Trip Charge	1.00	25.00	\$25.00
Subtask 1.2: Drilling Services			\$27,269.00
Flotation Tire Drilling Services, per hour	50.00	425.00	\$21,250.00
Sealing Records, each	1.00	91.00	\$91.00
Sealing Record Reporting	1.00	188.00	\$188.00
Bore hole abandonment, per foot	400.00	4.00	\$1,600.00
Subcontractor - Tree Clearing	1.00	4,140.00	\$4,140.00
Subtask 1.3: Engineering and Reporting			\$1,840.00
Project Assistant	1.00	95.00	\$95.00
Project Engineer	5.00	205.00	\$1,025.00
Senior Engineer	2.00	225.00	\$450.00
Project Control Specialist III	2.00	135.00	\$270.00
Task 1 Total:			\$29,894.00
Project Total			\$29,894.00



Minnesota Department of Health Well Sealing Notification Form

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

Project Name: _____

Site Address: _____

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS						Minnesota Unique Well No. or W-series No. (Leave blank if not known)		Minnesota Well and Boring Sealing No.	
Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.								H	
Well Management Section Fax Number: (651) 201-4599.						Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date _____		Print Cardholder Name _____	
☐ Well Sealing Notification (269)		Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter		Card Number _____		3-Digit Security Code (Printed on back side of card.) _____		Authorized Signature _____	
Check Well Type: ☐ Water-Supply Well ☐ Monitoring Well ☐ Other _____		County _____ Township Name _____		Township No. _____	Range No. _____	Section No. _____	Fraction (sm. → lg.) _____ 1/4 1/4 1/4		
WELL LOCATION		Well Location Address _____		City _____		State _____	Zip Code _____	Est. Depth _____	Casing Diameter _____
WELL OWNER		Well Owner Name (Print) _____				Daytime Telephone Number () _____			
		Well Owner Street Address _____				City _____		State _____	Zip Code _____
		Well Owner Signature _____						Date _____	
WELL CONTRACTOR		Well Contractor Company Name (Print) _____		Certified Rep. Signature _____			Date _____	Company License No. _____	
Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.									