

**CITY OF BIWABIK  
SPECIAL MEETING**

**AGENDA**

**MONDAY APRIL 27, 2020  
6:00 P.M. SPECIAL MEETING**

**BIWABIK CITY HALL\*  
321 N MAIN STREET  
BIWABIK, MN**

1. Call to Order/Roll Call/Approve Agenda
2. Council Discussion and Action Regarding the Operation of Vermilion Trail Campground
3. Approval of Needed Repairs at Biwabik Park Pavilion
4. Adjourn

\*Meeting held by electronic means pursuant to MN Statute 13D.021. Mayor and Council will participate by telephone.

**DATE:** April 27, 2020

**AGENDA ITEM:** Council Discussion and Action Regarding the Operation of Vermilion Trail Campground

**BACKGROUND:** Police Chief Ty Techar forwarded me some guidance that the Minnesota Chiefs of Police Association sent out after getting some clarification from the Governor's Office on how the Executive Order affects campgrounds.

The attached memo reiterates that campgrounds are closed to short term recreational camping but does allow some wiggle room on seasonal campsites and allows for campgrounds to potentially be used as workforce housing.

**Attachments:**

A. Guidance Document



### 'Tis the Season...for camping

Yesterday we fielded a question from Chief Dan Nylund from the Breitung Police Department about whether campgrounds were open to seasonal campers under the Governor's [Executive Order 20-38](#). The answer is yes.

Today, a somewhat similar -- yet different - question came from Mitch Johnsrud, Starbuck police chief. He wanted to know exactly *who* is considered a seasonal camper. Here's some great guidance on seasonal campers, campgrounds, campers and all things camping.

#### **Private and Public Campgrounds**

- All private and public campgrounds and dispersed camping sites are closed to **recreational** camping. This means that camp sites that are reserved for temporary or rotating use for purely recreational and short term purposes are not allowed. This closure **does not apply** to:
  - People who rely on their campsite as a primary residence, or that are seasonal renters and who maintain personal property at their site.
  - Camp sites used on a short term or temporary basis by people who require necessary shelter for the purposes of work or required social distancing.

#### **RV Resorts**

- People who rely on their campsite as a primary residence, or that are seasonal renters and who maintain personal property at their site, can continue to utilize the RV resort.
- Camp sites can be used on a short term or temporary basis by people who require necessary shelter for the purposes of work or required social distancing.
- Camp sites that are reserved for temporary or rotating use for purely recreational and short term purposes are not allowed.
- Communal amenities may not be open for use, except for the following that may be open provided social distancing and enhanced cleaning protocols are followed:
  - Bathrooms/shower buildings
  - Retail food stores
  - Laundry facilities
  - Fish cleaning stations and docks
- While people can visit RV resorts as outlined above, the Stay at Home Order continues to discourage unnecessary travel, and the Order asks people to remain close to their homes.
- RV resorts do not have to open if they are not comfortable doing so

**DATE:** April 13, 2020

**AGENDA ITEM:** Approval of Needed Repairs at Biwabik Park Pavilion

**BACKGROUND:** I recently had to call All Slopes Roofing to deal with some water leaking in through the Pavilion roof. The water was coming in around some of the venting over the kitchen area. That area has ice dams that build up because it is shielded from the sun and does not thaw quickly enough.

I asked All Slopes to provide a proposal to seal that area up to prevent this from happening.

The \$5,750 cost of this repair will prevent more damage that could cost much more to fix. This cost can be covered from the money that is due to the after the closing of the Biwabik Senior Citizens Center.

**Attachments:**

- A. Proposal form All Slopes

# All Slopes Roofing, LLC.

PO BOX 457  
Buhl, MN 55713  
License #:RR738997



## Statement of Work

Agreement to Perform Roofing Services for City of Biwabik (property address)

**Date:**  
04/16/2020

**Services Performed By:**  
All Slopes Roofing, LLC.  
PO BOX 457  
Buhl, MN 55713  
License #:RR738997

**Services Performed For:**  
Name: Jeff Jacobson  
Address: 100 5th ave N  
Biwabik MN 55708

Legal Description of the Property on which this agreement is subject to:

This Statement of Work (SOW) is issued between City of Biwabik ("Client") and All Slopes Roofing, LLC. (hereinafter known as "ASR" or "Contractor"), effective (date): 04/16/2020. This Statement of Work (hereinafter called the "SOW") is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. Any Change of Work Orders to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Change of Work Orders hereto, the terms of the body of this SOW shall prevail.

### Period of Performance

The Services shall commence on Mid May 2020, (tentative start date). If, in the event weather or uncontrollable forces hinder completion of work within this time frame, Contractor shall notify client immediately and new dates will be agreed upon.

Any dates that client does not want Contractor to perform work please note here. \_\_\_\_\_

\*\*\*\*Contractor will abide by the client's "do not work dates" so long as client understands that roof repair and construction is a weather permittable industry and contractor will need good weather to complete any repairs, roof construction, etc. and be in compliance with all MN State Building Codes. Client understands that any "do not work dates" may change the amount of time necessary to complete the job.

### Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

**Roofing Repairs:** Replace section of roof with 60 mil EPDM rubber, fully adhered with EPDM adhered a minnimum of 2-3 feet high on adjoining wall for entire length of roof

**Roof Lay-over:** Includes installation of new roof over current roof, clean up and disposal. All materials and labor will be included in the price. Any additional repairs will be brought to homeowners' attention and remedied over a Change of Work Order. Client understands MN State Building Code only allows a lay over on ONE layer of pre-existing roof. If there are more than one layer, a complete roof replacement is required.

**Complete Roof Replacement:** Includes tear off existing roof, repair of damaged sheathing, installation of new roofing system, clean up and disposal. All materials and labor will be included in the price. The price reflects only one layer of existing roof for tear off. In the event all or part of the roof has more than one layer an additional fee of up to \$25 per square may apply.

**Other work as follows:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

➤ **WOOD SHEATHING/REPLACEMENT:**

Any wood replacement up to \$200.00 (price includes materials and labor) or 64 square feet will be provided free of cost by All Slopes Roofing. Any wood sheathing/replacement above and beyond \$200.00 will be negotiated with client.

In the event that the roof sheathing is in need of complete replacement and homeowner/client can not or will not provide the funds necessary for re-sheathing All Slopes Labor warranty may be reduced or void.

\_\_\_\_ Other defined as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Deliverable Materials**

The total amount of materials will be based on \_\_\_\_\_ square footage of roof/property. Total costs include all materials needed for water proofing and attaching the chosen type of roofing to be applied, including but not limited to: fasteners (nails, plates, screws, staples, etc.), caulk, flashing, drip edge, valleys, underlayment, ice barrier and any sheathing needed. Type of roof:

\_\_\_\_ Asphalt shingles: Type chosen by client \_\_\_\_\_

\_\_\_\_ Metal Shingles: Type chosen by client \_\_\_\_\_

Flat roofing: Type chosen by client .060 mil EPDM (Fully Adhered)

\_\_\_\_ Other: \_\_\_\_\_

**Contractor Responsibilities**

Contractor will comply with all MN State Building Codes and any local building codes, whichever is stricter. Contractor will abide by all criteria as stated in this contract and will keep the client notified in the event there are any complications or issues not foreseen upon during the initial evaluation of the property.

**Client Responsibilities**

Client will allow Contractor complete access to the property where the work is to be performed. If the Contractor cannot access the property on a day that work was to be performed, client will be responsible for a \$50 fee for time, gas and effort for each day the Contractor could not access the property. Contractor will make reasonable effort in contacting client and getting access to the property before a fee will be placed.

**Fee Schedule**

This engagement will be conducted on a labor & materials basis. The total value for the Services pursuant to this SOW shall not exceed **\$5,750.00** unless otherwise agreed to by both parties via the Change of Work Order as outlined within. A Change of Work Order will be issued specifying the amended value. This figure is based on approximately \_\_\_\_\_ sq ft of roof/property.

\_\_\_\_ This is an insurance claim. Client's insurance company is \_\_\_\_\_.

\_\_\_\_ Client authorizes All Slopes Roofing LLC. the right to call above insurance company to verify approved insurance claim.

Insurance company's phone number: \_\_\_\_\_.

\_\_\_\_ Client will obtain, and deliver in writing, an approved insurance claim before any materials or work shall be performed.

\*\*\*In the event this is an insurance claim, All Slopes Roofing LLC. will provide all necessary documentation to insurance company in a timely matter.

<b>Total Due:</b>	<b>Down payment made today:</b>	<b>Total Amount due on date of completion:</b>
<b>\$5,750.00</b>	<b>\$2,875.00</b> (check/cash/credit)	<b>\$2,875.00</b>

## Completion Criteria

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Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contracted activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.

## Cancellation Rights/Lien disclosures (please have client initial if appropriate.)

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\_\_\_\_\_ This is a solicitation sale and Client understands that they have the right to cancel this contract within 72 hours. Client must notify contractor by phone and in writing. Written cancellations may be sent to the address of the contractor on page one of this agreement. Any emergency repairs completed during this time must still be paid for to the contractor by the client

\_\_\_\_\_ Client understands that they may **cancel this sale without any repercussions within 72 hours after you have been notified that your insurer has denied your claim to pay for the goods and services to be provided under this contract.** See attached "Notice of Cancellation" form for an explanation of this right. Client must notify contractor by phone and in writing.

This contract is serving the purpose of a bid and will be legally binding when signed and agreed upon by both parties.

Client understands that if payment is not made in full or as agreed upon in this contract the Contractor has the right to place a lien on the property within 120 days from the last date of work on the project.

## Change of Work Orders

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The following process will be followed if a change to this SOW is required:

- A Change of Work Order (CWO) will be the vehicle for communicating change. The CWO must describe the change, the rationale for the change, and the effect the change will have on the project.

## Warranties

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The following warranties will take effect upon the final completion date:

- Manufacturer's warranty is 20 years.
- Transferrable 2 year workmanship warranty in the result of an installation error. (Beginning the date of final completion.)
- The following will not be covered under any warranty:
  - "Acts of God" ex: wind, hail, lightning, etc.
  - If you bring in another contractor to do the repairs after the original labor, the workmanship warranty can be void.
  - Damage done by the homeowner, other contractors or anyone not employed by All Slopes Roofing, LLC.

## Signatures

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IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of (date): 04/16/2020.

Down payment made today: \_\_\_\_\_ Total due upon DATE OF COMPLETION: \_\_\_\_\_.

SIGNATURE OF CLIENT (S): \_\_\_\_\_

SIGNATURE FROM ALL SLOPES ROOFING LLC.: David Johnson License#: RR738997



"NOTICE OF CANCELLATION"

\*\*\* This cancellation is only applicable if you are making an insurance claim to pay for goods and services provided by All Slopes Roofing, LLC.

If your insurer denies your claim to pay for goods and services to be provided under this contract, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to All Slopes Roofing at PO BOX 395, Buhl, MN 55713 at any time **within 72 hours** after you have been notified that your claim has been denied. Please make sure to call All Slopes Roofing (218-966-3362) to notify them of cancellation and ensure materials are not purchased and delivered. If you cancel, any payments made by you under the contract will be returned within ten business days following receipt by the contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION *due to denial of insurance claim.*

\_\_\_\_\_ (date) \_\_\_\_\_ (Insured signature(s))