

18-164

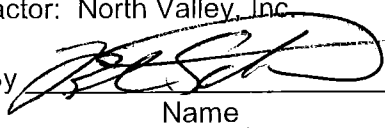
Pay Estimate Summary Sheet		
IP # 16-98 Central Park Parking Lot		
City of Ramsey		
<b>FINAL PAY ESTIMATE</b>		
Estimate no		<b>2</b>
TOTAL CONTRACT	\$	238,992.56
	\$	-
TOTAL CONTRACT	\$	238,992.56
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	\$	265,778.58
TOTAL WORK COMPLETED PLUS STORED MATERIALS	\$	265,778.58
	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$	265,778.58
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$	218,355.53
PAY CONTRACTOR PER ESTIMATE NO. 2	\$	47,423.05

OK over per Bruce  
 OK Am 7/17

Certificate for Final Payment


I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the amount for the Final Estimate, the provisions of M.S. 290.92 have been complied with and that all claims against me by reason of the contract have been paid or satisfactorily secured.

Contractor: North Valley, Inc.

By  President  
 Name Title

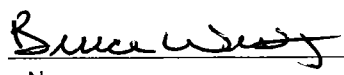
Date 7/14/18

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
 ENGINEER: CITY OF RAMSEY

By  Civil Engineer IV  
 Leonard Linton, PE

Date 7/13/18

APPROVED FOR PAYMENT:  
 OWNER: City of Ramsey

By  City Engineer 7/13/18  
 Name Title Date

IP # 16-98 Central Park Parking Lot  
PAY ESTIMATE

PAY ESTIMATE NO.

2

BASE BID	\$ 238,992.56	\$ 35,930.65	\$ 265,778.58
TOTAL BID	\$ 238,992.56	\$ 35,930.65	\$ 265,778.58

ITEM NO.	MNDOT NO.	ITEM DESCRIPTION	UNIT	CONTRACT AMOUNT			PAY THIS PERIOD		PAID TO DATE	
				ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	2021.501	MOBILIZATION	LS	1	\$ 3,215.00	\$ 3,215.00	0	\$ -	1	\$ 3,215.00
2	2101.502	CLEARING	TREE	10	\$ 455.46	\$ 4,554.60	3	\$ 1,366.38	13	\$ 5,920.98
3	2101.507	GRUBBING	TREE	10	\$ 455.46	\$ 4,554.60	3	\$ 1,366.38	13	\$ 5,920.98
4	2104.501	REMOVE SEWER PIPE - STORM	LF	30	\$ 37.51	\$ 1,125.30	0	\$ -	30	\$ 1,125.30
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	207	\$ 3.05	\$ 631.35	0	\$ -	150	\$ 457.50
6	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	44	\$ 3.75	\$ 165.00	48	\$ 180.00	92	\$ 345.00
7	2105.501	COMMON EXCAVATION (EV)	CY	383	\$ 20.27	\$ 7,763.41	0	\$ -	400	\$ 8,108.00
8	2105.511	CHANNEL AND POND EXCAVATION (EV)	CY	1322	\$ 17.15	\$ 22,672.30	0	\$ -	1300	\$ 22,295.00
9	2105.522	SELECT GRANULAR BORROW (CV)	CY	100	\$ 18.66	\$ 1,866.00	0	\$ -	0	\$ -
10	2105.601	UTILITY DEWATERING	LS	1	\$ 1.07	\$ 1.07	0	\$ -	0	\$ -
11	2105.604	GEOTEXTILE FABRIC TYPE IV	SY	70	\$ 3.22	\$ 225.40	0	\$ -	50	\$ 161.00
12	2211.503	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	645	\$ 39.41	\$ 25,419.45	19	\$ 748.79	659	\$ 25,971.19
13	2232.501	MILL BITUMINOUS PAVEMENT	SY	5	\$ 32.15	\$ 160.75	0	\$ -	5	\$ 160.75
14	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	197	\$ 3.73	\$ 734.81	0	\$ -	190	\$ 708.70
15	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (1.5")	TON	279	\$ 72.80	\$ 20,311.20	0	\$ -	349.29	\$ 25,428.31
16	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB240B) (2.5") BITUMINOUS TR	TON	149	\$ 77.00	\$ 11,473.00	0	\$ -	154.89	\$ 11,926.53
17	2360.502	TYPE 12.5 NON-WEARING COURSE MIXTURE (SPNWB330B) (2")	TON	466	\$ 63.25	\$ 29,474.50	0	\$ -	377.99	\$ 23,907.87
18	2411.507	CONCRETE INLET PAD	EA	2	\$ 375.09	\$ 750.18	0	\$ -	2	\$ 750.18
19	2451.607	ROCK BEDDING (CV)	CY	5	\$ 49.30	\$ 246.50	0	\$ -	4	\$ 197.20
20	2501.515	12" CS PIPE APRON	EA	2	\$ 176.83	\$ 353.66	0	\$ -	2	\$ 353.66
21	2501.515	15" RC PIPE APRON	EA	1	\$ 562.62	\$ 562.62	0	\$ -	1	\$ 562.62
22	2501.515	18" RC PIPE APRON	EA	1	\$ 643.00	\$ 643.00	0	\$ -	1	\$ 643.00
23	2501.602	TRASH GUARD FOR 12" CS PIPE APRON	EA	2	\$ 128.60	\$ 257.20	0	\$ -	2	\$ 257.20
24	2501.602	TRASH GUARD FOR 15" RC PIPE APRON	EA	1	\$ 482.25	\$ 482.25	0	\$ -	1	\$ 482.25
25	2501.602	TRASH GUARD FOR 18" RC PIPE APRON	EA	1	\$ 535.83	\$ 535.83	0	\$ -	1	\$ 535.83
26	2501.602	INLET STRUCTURE SPECIAL (RAIN GUARDIAN)	EA	2	\$ 1,071.67	\$ 2,143.34	0	\$ -	2	\$ 2,143.34
27	2503.541	15" RC PIPE SEWER, DESIGN 3006 CLASS III	LF	148	\$ 28.77	\$ 4,257.96	0	\$ -	146	\$ 4,200.42
28	2503.541	18" RC PIPE SEWER, DESIGN 3006 CLASS III	LF	62	\$ 35.37	\$ 2,192.94	0	\$ -	63	\$ 2,228.31
29	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	\$ 1,178.84	\$ 1,178.84	0	\$ -	1	\$ 1,178.84
30	2503.603	12" HDPE PIPE SEWER	LF	246	\$ 13.77	\$ 3,387.42	0	\$ -	237	\$ 3,263.49
31	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LF	25.4	\$ 573.34	\$ 14,562.84	0	\$ -	23	\$ 13,186.82
32	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2X3 CATCH BASIN	EA	2	\$ 2,137.97	\$ 4,275.94	0	\$ -	2	\$ 4,275.94
33	2506.516	CASTING ASSEMBLY	EA	7	\$ 519.76	\$ 3,638.32	3	\$ 1,559.28	7	\$ 3,638.32
34	2506.521	INSTALL CASTING	EA	7	\$ 401.87	\$ 2,813.09	3	\$ 1,205.61	7	\$ 2,813.09
35	2511.501	RANDOM RIP RAP CLASS III	CY	19	\$ 198.26	\$ 3,766.94	10.76	\$ 2,133.28	27.76	\$ 5,503.70
36	2521.501	6" CONCRETE WALK	SF	189	\$ 7.45	\$ 1,408.05	0	\$ -	195	\$ 1,452.75
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1344	\$ 17.09	\$ 22,968.96	0	\$ -	1350	\$ 23,071.50
38	2531.501	CONCRETE CURB & GUTTER DESIGN B618 (MODIFIED)	LF	144	\$ 21.38	\$ 3,078.72	0	\$ -	148	\$ 3,164.24

39	2531.604	CONCRETE DRAINAGE FLUME	SY	3	\$ 182.18	\$ 546.54	0	\$ -	3	\$ 546.54
40	2531.618	TRUNCATED DOMES	SF	60	\$ 53.58	\$ 3,214.80	0	\$ -	60	\$ 3,214.80
41	2535.501	BITUMINOUS CURB	LF	277	\$ 3.48	\$ 963.96	0	\$ -	277	\$ 963.96
42	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,607.50	\$ 1,607.50	0	\$ -	1	\$ 1,607.50
43	2573.502	SILT FENCE	LF	725	\$ 1.88	\$ 1,363.00	0	\$ -	626	\$ 1,176.88
44	2573.53	STORM DRAIN INLET PROTECTION	EA	7	\$ 198.26	\$ 1,387.82	3	\$ 594.78	7	\$ 1,387.82
45	2573.535	STABILIZED CONSTRUCTION EXIT	EA	1	\$ 535.83	\$ 535.83	0	\$ -	0	\$ -
46	2574.508	FERTILIZER TYPE 3	LB	175	\$ 0.96	\$ 168.00	200	\$ 192.00	375	\$ 360.00
47	2574.525	COMMON TOPSOIL BORROW (LV)	CY	290	\$ 28.08	\$ 8,143.20	664	\$ 18,645.12	954	\$ 26,788.32
48	2575.502	SEED MIXTURE 33-261	LB	25	\$ 30.01	\$ 750.25	10	\$ 300.10	35	\$ 1,050.35
49	2575.502	SEED MIXTURE 25-131	LB	95	\$ 5.36	\$ 509.20	155	\$ 830.80	250	\$ 1,340.00
50	2575.511	MULCH MATERIAL TYPE 1	YON	1.2	\$ 1,607.50	\$ 1,929.00	0.75	\$ 1,205.63	1.95	\$ 3,134.63
51	2575.519	DISK ANCHORING	ACRE	0.44	\$ 214.34	\$ 94.31	0	\$ -	0.44	\$ 94.31
52	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SY	2150	\$ 1.66	\$ 3,569.00	3375	\$ 5,602.50	5525	\$ 9,171.50
53	2575.605	SEEDING	ACRE	0.86	\$ 857.34	\$ 737.31	0	\$ -	0.86	\$ 737.31
54	2582.501	PAVT MSSG (HANDICAP SYMBOL) - EPOXY	EA	4	\$ 138.95	\$ 555.80	0	\$ -	3	\$ 416.85
55	2582.502	4" SOLID LINE WHITE - EPOXY	LF	1505	\$ 2.50	\$ 3,762.50	0	\$ -	1234	\$ 3,085.00
56	2582.502	4" BROKEN LINE YELLOW - EPOXY	LF	490	\$ 0.14	\$ 68.60	0	\$ -	490	\$ 68.60
57	2582.503	CROSSWALK MARKING - EPOXY	SF	240	\$ 5.14	\$ 1,233.60	0	\$ -	210	\$ 1,079.40

TOTAL BID

\$ 238,992.56

\$ 35,930.65

\$ 265,778.58



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number: 2-080-980-672  
 Submitted Date and Time: 16-Jul-2018 4:47:14 PM  
 Legal Name: NORTH VALLEY INC  
 Federal Employer ID: 41-1906523  
 User Who Submitted: northva  
 Type of Request Submitted: Contractor Affidavit

### Affidavit Summary

Affidavit Number: 1147183104  
 Minnesota ID: 3744649  
 Project Owner: CITY OF RAMSEY  
 Project Number: 16-98  
 Project Begin Date: 11-Apr-2017  
 Project End Date: 15-Jun-2017  
 Project Location: CENTRAL PARK PARKING LOT-RAMSEY  
 Project Amount: \$265,778.58

### Subcontractor Summary

Name	ID	Affidavit Number
SAFETY SIGNS LLC	5139558	1577132032
SCHMIDT CURB COMPANY INC	3605361	2004131840
AAA STRIPING SERVICE CO	6290097	1449353216
ZAK INDUSTRIES INC	9254906	1288986624

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	0-108-811-328
Submitted Date and Time:	10-Jul-2018 10:48:05 PM
Legal Name:	SCHMIDT CURB COMPANY INC
Federal Employer ID:	41-1555088
User Who Submitted:	Schmidt Curb
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	2004131840
Minnesota ID:	3605361
Project Owner:	CITY OF RAMSEY
Project Number:	16-72
Project Begin Date:	28-Apr-2017
Project End Date:	31-Jul-2017
Project Location:	CENTRAL PARK
Project Amount:	\$30,050.35
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9899, (toll-free) 800-657-3584, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number: 0-467-230-400  
Submitted Date and Time: 12-Jul-2018 12:52:06 PM  
Legal Name: AAA STRIPING SERVICE CO  
Federal Employer ID: 41-0997871  
User Who Submitted: Kelly Shirley  
Type of Request Submitted: Contractor Affidavit

### Affidavit Summary

Affidavit Number: 1449353216  
Minnesota ID: 6290097  
Project Owner: CITY OF RAMSEY  
Project Number: IP 16-98  
Project Begin Date: 07-Jun-2017  
Project End Date: 07-Jun-2017  
Project Location: CENTRAL PARK PARKING LOT- RAMSEY  
Project Amount: \$4,547.20  
Subcontractors: No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

# Web Confirmation

Welcome, Roger Zak

[Settings](#)

[Log Out](#)

[ZAK INDUSTRIES INC](#) | [I Want To](#) | [Contractor Affidavit](#) | [Web Confirmation](#)

## Contractor Affidavit Submitted



Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number: 0-847-349-440  
 Submitted Date and Time: 13-Jul-2018 7:39:41 AM  
 Legal Name: ZAK INDUSTRIES INC  
 Federal Employer ID: 26-1605885  
 User Who Submitted: zi3834  
 Type of Request Submitted: Contractor Affidavit

### Affidavit Summary

Affidavit Number: 1288986624  
 Minnesota ID: 9254906  
 Project Owner: CITY OF RAMSEY  
 Project Number: IP 1-98  
 Project Begin Date: 10-Apr-2017  
 Project End Date: 01-Jul-2017  
 Project Location: RAMSEY CENTRAL PARK  
 Project Amount: \$15,927.75  
 Subcontractors: No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.


### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

### How to View and Print this Request

You can see copies of your requests by going to your history, or by clicking the link below. To Print or email a copy of this confirmation page, click one of the buttons below.

[Click here to go to your History](#)

[Contact Us](#)
[About Us](#)
[Taxpayer Rights](#)
[Other Language](#)
[Privacy & Security](#)
[Use of Information](#)
[Link Policy](#)  
[Minnesota.gov](#)
[Fraud Alert](#)
[Site Help](#)
[Related Sites](#)
[Careers](#)




## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-812-192-960
Submitted Date and Time:	16-Jul-2018 11:42:04 AM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	sue blanchard
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	1577132032
Minnesota ID:	5139558
Project Owner:	CITY OF RAMSEY
Project Number:	NA
Project Begin Date:	01-Jul-2017
Project End Date:	15-Jul-2017
Project Location:	CENTRAL PARK RAMSEY
Project Amount:	\$1,250.00
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Bond No. 54-211405

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other \_\_\_\_\_

PROJECT: **Extend the Drive and Build a Parking Lot within Central Park in Central Ramsey, with City Improvement Project No. 16-98**  
(name, address)

TO: (Owner)  
**City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303**

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: **Construction**  
CONTRACT DATE: **10/11/2016**

CONTRACTOR:  
**North Valley, Inc.  
20015 Iguana Street NW  
Nowthen, MN 55330**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**United Fire & Casualty Company  
118 Second Ave SE  
Cedar Rapids, Iowa 52407** ,SURETY COMPANY

on bond of (here insert name and address of Contractor)  
**North Valley, Inc.  
20015 Iguana Street NW  
Nowthen, Minnesota 55330** ,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)  
**City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, Minnesota 55303** ,OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this **10th** day of **July,** **2018**

Surety Company  
**United Fire & Casualty Company**

*Melissa M. Nordin*  
Signature of Authorized Representative

Attest:  
(Seal):

*Holley Smith*

**Melissa M. Nordin - Attorney-In-Fact**  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TERRY STARKS, ALAN STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN, NAME ALEMDAR, JEFFREY SETTEM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

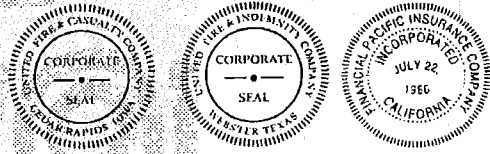
"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of November, 2017

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President



State of Iowa, County of Linn, ss:

On 17th day of November, 2017, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10TH day of JULY, 2018



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



20015 Iguana St. NW Ste 100  
Nowthen, MN 55330  
(763) 274-2580  
Fax # (763) 274-2584

July 10, 2018

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Re: Central Park Parking Lot Prj-Ramsey

This letter is stating that North Valley, Inc., contractor on the above referenced project, has had no claims against them for the Central Park Parking Lot-Ramsey project. All subcontractors and/or suppliers have been paid to date for performing work under the above referenced project.

If you should have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "BS", with a long horizontal flourish extending to the right.

Brad Schmidtbauer  
President

**THE LAW OFFICES OF DANIEL W. VOSS, PLLC**

3109 Hennepin Avenue South  
Minneapolis, Minnesota 55408  
Tel. 612-822-2152

Daniel W. Voss  
e-mail: [danvoss@voss-law.net](mailto:danvoss@voss-law.net)

January 2018

Mr. Brad Schmidtbauer  
President  
North Valley, Inc.  
20015 Iguana St. NW, Suite 100  
Nowthen, MN 55330

**RE:** Central Park Parking Lot-Ramsey

Dear Brad:

I am writing in regards to your inquiry regarding the need to obtain mechanic's lien waivers from the subcontractors that worked on the above referenced project.

A mechanic's lien cannot be legally filed and enforced against public lands. Simply put, public streets are not subject to mechanic's liens under the mechanic's-lien statute. *See Jordan v. Bd. of Educ.*, 38 Minn. 298, 39 Minn. 298, 299, 39 N.W. 801, 801-02 (1888); *Comstock & Davis, Inc. v. City of Eden Prairie*, 557 N.W.2d 213, 215 (Minn. App. 1997), *review denied* (Minn. Mar. 18, 1997) (recognizing that quintessentially public land is not lienable).

That is why there is a payment bond statute. The purpose of the payment-bond statute is to protect the interests of those performing "public work to which the mechanics' lien statute does not apply." *Wilcox Lumber Co. v. Sch. Dist. No. 268 of Otter Tail County*, 103 Minn. 43, 45, 114 N.W. 262, 263 (Minn. 1907);

The same policy that prohibits mechanic's liens on quintessentially public land prohibits liens on quintessentially public improvements as well. *See Burlington Mfg. v. Bd. of Courthouse & City Hall Commr's*, 67 Minn. 327, 327, 69 N.W. 1091, 1091 (1897) (holding that public buildings on public land are exempt from liens); *Jordan*, 39 Minn. at 299, 39 N.W. at 801-02 (holding that a public schoolhouse is not subject to a mechanic's lien). The rationale of the courts centers on the importance of protecting quintessentially public assets, land or otherwise, from forced sale.

The Central Park Parking Lot constructed for the City of Ramsey are of a quintessentially public nature. Hence, it would be unnecessary and pointless to obtain mechanic's lien waivers from NVI's subcontractors.

Should you have any further questions give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "D. W. Voss". The signature is fluid and cursive, with the first name "D." and last name "Voss" clearly distinguishable.

Daniel W. Voss, Esq.

DWV/ttf