**CITY OF HERMANTOWN**

**AGENDA**

**Preliminary Agenda Meeting Monday, November 21, 2016 @ 5:00 p.m. – Large Conference Room**

**City Council Continuation Meeting November 21, 2016 @ 6:30 p.m. – Council Chambers City Administrative Services Building**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed)*

5. **PUBLIC HEARING** – *(only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*

6. **COMMUNICATIONS**

7. **PRESENTATIONS** *(Department Heads may give reports if necessary)*

   John Mulder, City Administrator
   RE: 2017 City Council Meetings

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item.) The time limit is three minutes per person.)*

9. **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 so 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 the November 7, 2016 City Council Meeting

   B. **Accounts Payable** – Approve general city warrants from November 1, 2016 through November 14, 2016 in the amount of $245,426.10

10. **MOTIONS**

   A. Motion to approve/deny the new On Sale/Sunday Liquor License for Do North Pizza.

   (motion, roll call)

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

**11. ORDINANCES**

**A. 2016-58** An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (SW ¼ Of the SW ¼ Of the NE ¼ Of the SW ¼ of Section 5, Township 50, Range 15W)

Second Reading

(motion, roll call)

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

**A. 2016-143** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement For Snowplowing Services For Hermantown Community Schools, ISD 700

(motion, roll call)

**B. 2016-144** Resolution Amending Policy Implementing And Allowing Expenditures For An Employee Recognition Program And Other Public Purposes

(motion, roll call)

**C. 2016-145** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering Services With Short-Elliot-Hendrickson, Inc. (SEH) For Street Improvement District N0. 528-N Market Street And Loberg Avenue Reconstruction In An Amount Not To Exceed $123,637

(motion, roll call)

**D. 2016-146** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement With EPC Engineering & Testing For Street Improvement District No. 528-N (Market Street and Loberg Avenue)

(motion, roll call)

**13. RECESS**

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

City Council Agenda Process
**Dates for 2017**

| **Resolutions & Ordinances Ready** | **Packets Delivered** | **City Council Meeting Date** |
|---|---|---|
| 12/27/2016 | 12/29/2016 | 01/03/2017 |
| | | 01/16/2017 – Holiday |
| 01/10/2017 | 01/11/2017 | 01/17/2017 |
| 01/31/2017 | 02/02/2017 | 02/06/2017 |
| | | 02/20/2017 – Holiday |
| | | **– Work Session** |
| 02/28/2017 | 03/01/2017 | 03/06/2017 |
| 03/14/2017 | 03/15/2017 | 03/20/2017 |
| 03/28/2017 | 03/29/2017 | 04/03/2017 |
| 04/11/2017 | 04/12/3017 | 04/17/2017 |
| 04/25/2017 | 04/26/2017 | 05/01/2017 |
| 05/09/2017 | 05/10/2017 | 05/15/2017 |
| | | **– Work Session** |
| 05/30/2017 | 05/31/2017 | 06/05/2017 |
| 06/13/2017 | 06/14/2017 | 06/19/2017 |
| 06/27/2016 | 06/28/201 | 07/03/2017 |
| | | 07/05/2017 – Holiday |
| 07/11/2017 | 07/12/2017 | 07/17/2017 |
| 08/01/2017 | 08/02/2017 | 08/07/2017 |
| 08/15/2017 | 08/16/2017 | 08/21/2017 |
| | | **– Work Session** |
| | | 09/04/2017 – Holiday |
| 09/12/2017 | 09/13/2017 | 09/18/2017 |
| 09/26/2017 | 09/27/2017 | 10/02/2017 |
| 10/10/2017 | 10/11/2017 | 10/16/2017 |
| | | **– Work Session** |
| 10/31/2017 | 11/01/2017 | 11/06/2017 |
| 11/14/2017 | 11/15/2017 | 11/20/2071 |
| | | 11/23 & 24/2017 – Holiday |
| 11/28/2017 | 11/29/2017 | 12/04/2017 |
| 12/12/2017 | 12/13/2017 | 12/18/2017 |
| By Noon | On Web | |

Dates affected by Holidays are marked.
Possible dates for Work Sessions are **bold**

CITY OF HERMANTOWN
CITY COUNCIL MEETING
November 7, 2016
6:30 p.m.

**Pledge of Allegiance**

**ROLL CALL:** Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher

**CITY STAFF:** John Mulder, City Administrator; Debbie Lund, City Clerk; Kevin Orme, Finance Director; Eric Johnson, Community Development Director; Paul Senst, Public Works Director; Steve Overom, City Attorney

**ABSENT:** Jim Crace, Chief of Police

**VISITORS:** 7

**ANNOUNCEMENTS**

Mayor Boucher congratulated the Hermantown Girls Volleyball Team on going to State.

**COMMUNICATIONS**

Communications 2016-218 through and including 2016-228 were read and placed on file.

**PRESENTATIONS**

Kevin Orme, Finance Director – Kevin reviewed quarterly snapshot of our cash and investments and our performance in the financial income and expenditures. We have approximately 15 million in cash and investments spread out across six different financial institutions that are made up of 2.9 million in cash and 2.3 million in the money market and the rest in long term investments. Our third quarter performance as far as financials go, general fund we are a little bit over expenditures versus budget. If you take out our one-time $300,000 transfer that was approved earlier this year we are really close to budget about $80,000 over. We have had a few unplanned expenditures and hopefully by the end of the fourth quarter we will be right around our actual budgeted expenditures.

Mike Marshall & Jamie LaPage, Hermantown Volunteer Fire Department – Mr. LaPage gave an overview of the Hermantown Volunteer Fire Department Budget Submittal for 2017. The key areas of increased spending include new equipment, vehicle maintenance, payroll for administration costs and duty crew staffing. The requested contract value for 2017 is $477,000. The current contract with the city has been held at a constant price for the last 4 years at $375,000. This submittal is for an increase of $102,000 over the previous contract.

The Hermantown Volunteer Fire Department is not a city department and is under contract to the city to provide fire and emergency medical services.

**PUBLIC DISCUSSION**

Kathy Pykkonen, 5968 Fish Lake Shores Rd – I have been the secretary of Hermantown Youth Soccer for the last six years. I just wanted to say a couple of things about the gate and the initiative and our partnership and relationship with the city and how you serve our community and how we all serve the

community. Hermantown Youth Soccer over the years has always welcomed our public to the soccer complex, you will see people flying kites, walking dogs, kids running and other teams practicing on the fields. We have also diligently worked and served, volunteered to serve the 600 kids who play soccer in our association and that is a lot of kids in our Hermantown community. Raising and making sure we can pay ever year the over $20,000 that we pay towards our soccer complex and the field maintenance. I just want to say we thank you and want to continue to make sure that we have this valuable relationship the city, with all of you. I want to tell each and every one of you tonight all of our phone numbers are published on our web site, it is our personal cell phone numbers. That is how much we care about this complex and that's how much we care about the community. Thank you for your service to the community.

**CONSENT AGENDA**

Motion made by Councilor Peterson, seconded by Councilor Koski to approve the Consent Agenda which includes the following agenda items:

A. Approval of October 17, 2016 City Council Continuation Minutes
B. Approve general city warrants from October 16, 2016 through October 31, 2016 in the amount of $465,027.75
C. Resolution 2016-138 – Approve Pay Request Number 2 and Final Payment for Street District No. 527-N Reinke Road Culvert to A Plus Landscaping, LLC in the amount of $7,111.20
Resolution 2016-139 – Approving the 2017 Toward Zero Deaths Enforcement Grant Agreement
Resolution 2016-141 – Resolution Approving Pay Request No. 2 and Final Payment for Street District No. 526-N Ugstad Road Culverts to KGM Contractor's Inc. in the amount of $45,238.27

Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**ORDINANCES**

**2016-57** An Ordinance Amending Section 730 – Firearms And Other Dangerous Weapons Of The Hermantown City Code

The Second Reading was held on Ordinance 2016-57, An Ordinance Amending Section 730 – Firearms And Other Dangerous Weapons Of The Hermantown City Code.

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Ordinance 2016-57, An Ordinance Amending Section 730 – Firearms And Other Dangerous Weapons Of The Hermantown City Code. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2016-58** An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (SW ¼ Of The SW ¼ Of The NE ¼ Of The SW ¼ Of Section 5, Township 50, Range 15W)

The First Reading was held on Ordinance 2016-58, An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (SW ¼ Of The SW ¼ Of The NE ¼ Of The SW ¼ Of Section 5, Township 50, Range 15W).

**RESOLUTIONS**

**2016-89** Resolution Approving The Re-Location Of The Gates At Stebner Park

Motion made by Councilor Peterson, seconded by Councilor Geissler to table Resolution 2016-89, Resolution Approving The Re-Location Of The Gates At Stebner Park indefinitely with a plan to open a small section of the fencing adjacent to the gate for pedestrian traffic. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2016-136** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between St. Louis County And The City Of Hermantown To Install A Fiber Optic Interconnect System

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2016-136, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between St. Louis County And The City Of Hermantown To Install A Fiber Optic Interconnect System. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2016-137** Resolution Authorizing The City Of Hermantown To Provide Traffic Control To Duluth Airshow As Part Of The City's Sponsorship Of The Event

Motion made by Councilor Peterson, seconded by Councilor Koski to adopt Resolution 2016-137, Resolution Authorizing The City Of Hermantown To Provide Traffic Control To Duluth Airshow As Part Of The City's Sponsorship Of The Event. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2016-140** Resolution Closing The Munger Trail Fund And Approving The Transfer Of Funds To The General Fund

Motion made by Councilor Nelson, seconded by Councilor Koski to adopt Resolution 2016-140, Resolution Closing The Munger Trail Fund And Approving The Transfer Of Funds To The General Fund. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2016-142** Resolution Authorizing And Directing Mayor Approve Advocate Sponsorship For The City Of Hermantown To Attend The 2017 Duluth & St. Louis County At The Capitol Days

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 2016-142, Resolution Authorizing And Directing Mayor Approve Advocate Sponsorship For The City Of Hermantown To Attend The 2017 Duluth & St. Louis County At The Capitol Days. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Mayor Boucher thanked Xavior Witikko for running the video equipment.

Motion made by Councilor Nelson, seconded by Councilor Koski to recess meeting at 7:13 p.m. to Monday, November 14, 2016 at 4:00 p.m. to Canvass the General Election Results. Motion carried.

Mayor

ATTEST:

Clerk

**CITY OF HERMANTOWN**

CHECKS #60305 - 60354
11/1/2016 - 11/14/2016

PAYROLL CHECKS

| | |
|---|---|
| Electronic Checks - #77297 - 77333 | 55,527.28 |

LIABILITY CHECKS

| | |
|---|---|
| Electronic Checks - #77292 - 77296 | 44,208.35 |
| Printed Checks - #60305 | 709.54 |
| **PAYROLL EXPENSE TOTAL** | **$100,445.17** |

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ACCOUNTS PAYABLE

| | |
|---|---|
| Checks #60306 - 60353 | 144,980.93 |
| Check #60354 - Voided for Sprint ACH Direct Deposit | |
| **ACCOUNTS PAYABLE TOTAL** | **$144,980.93** |
| **TOTAL** | **$245,426.10** |

| Fund | Account | Department | Vendor Name | Description | Amount | |
|---|---|---|---|---|---|---|
| 101 | 419901 | City Hall & Police Building Maintenance | ABE ENVIRONMENTAL SYSTEMS INC | Repair Chiller | 582.00 | 60306 |
| 101 | 419901 | City Hall & Police Building Maintenance | AMERIPRIDE LINEN & APPAREL INC | Mats (CH) | 40.49 | 60307 |
| 602 | 494500 | Sewer Maintenance | AMERIPRIDE LINEN & APPAREL INC | Coveralls | 7.19 | 60307 |
| 101 | 431100 | Street Department | AMERIPRIDE LINEN & APPAREL INC | Coveralls | 14.34 | 60307 |
| 101 | 419901 | City Hall & Police Building Maintenance | AMERIPRIDE LINEN & APPAREL INC | Mats (Pub Saf) | 95.81 | 60307 |
| 101 | 419901 | City Hall & Police Building Maintenance | AMERIPRIDE LINEN & APPAREL INC | Coveralls | 2.40 | 60307 |
| 601 | 494300 | Water Distribution | AMERIPRIDE LINEN & APPAREL INC | Coveralls | 9.36 | 60307 |
| 101 | 431901 | City Garage | AMERIPRIDE LINEN & APPAREL INC | Supplies | 82.41 | 60307 |
| 101 | 419100 | Community Development | ANDERSON, NELS | Mileage/Pkg Reim/RSPT/GIS Conf | 37.00 | 60308 |
| 101 | 427100 | Poundmaster | ANIMAL ALLIES HUMANE SOCIETY | Oct. Boarding | 1,040.00 | 60309 |
| 101 | 419100 | Community Development | ARROWHEAD REGIONAL DEVELOPMENT COMMISSIO | 2016 Planning Assist/3rd Insta | 9,375.00 | 60310 |
| 101 | 452100 | Parks | BRENT'S SEPTIC SERVICE LLC | Portable Toilets/5 Sites/Final | 320.00 | 60311 |
| 101 | 431100 | Street Department | BROCK WHITE COMPANY, LLC | Rental Tar Kettle | 833.49 | 60312 |
| 602 | 494900 | Sewer Administration and General | CW TECHNOLOGY GROUP INC | Antivirus | 4.50 | 60313 |
| 101 | 424100 | Building Inspection | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 14.25 | 60313 |
| 602 | 494900 | Sewer Administration and General | CW TECHNOLOGY GROUP INC | CW Care | 124.77 | 60313 |
| 602 | 494900 | Sewer Administration and General | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 5.70 | 60313 |
| 101 | 424100 | Building Inspection | CW TECHNOLOGY GROUP INC | Antivirus | 1.50 | 60313 |
| 601 | 494400 | Water Administration and General | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 8.55 | 60313 |
| 101 | 413100 | Mayor | CW TECHNOLOGY GROUP INC | Antivirus | 1.50 | 60313 |
| 101 | 421100 | Police Administration | CW TECHNOLOGY GROUP INC | CW Care | 1,497.13 | 60313 |
| 101 | 424100 | Building Inspection | CW TECHNOLOGY GROUP INC | CW Care | 83.16 | 60313 |
| 101 | 419100 | Community Development | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 28.50 | 60313 |
| 101 | 431100 | Street Department | CW TECHNOLOGY GROUP INC | Disc. Recover Backup | 140.00 | 60313 |
| 601 | 494400 | Water Administration and General | CW TECHNOLOGY GROUP INC | Antivirus | 4.50 | 60313 |
| 101 | 415300 | Administration & Finance | CW TECHNOLOGY GROUP INC | Antivirus | 9.00 | 60313 |
| 601 | 494400 | Water Administration and General | CW TECHNOLOGY GROUP INC | CW Care | 124.77 | 60313 |
| 101 | 421100 | Police Administration | CW TECHNOLOGY GROUP INC | Antivirus | 27.00 | 60313 |
| 101 | 419100 | Community Development | CW TECHNOLOGY GROUP INC | Antivirus | 4.50 | 60313 |
| 101 | 415300 | Administration & Finance | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 85.50 | 60313 |
| 101 | 411100 | Council | CW TECHNOLOGY GROUP INC | Antivirus | 6.00 | 60313 |
| 101 | 415300 | Administration & Finance | CW TECHNOLOGY GROUP INC | CW Care | 831.76 | 60313 |
| 101 | 419100 | Community Development | CW TECHNOLOGY GROUP INC | CW Care | 249.53 | 60313 |
| 101 | 431100 | Street Department | CW TECHNOLOGY GROUP INC | CW Care | 332.70 | 60313 |
| 101 | 421100 | Police Administration | CW TECHNOLOGY GROUP INC | Speaker System | 66.45 | 60313 |

| Fund | Account | Department | Vendor Name | Description | Amount | Check # |
|---|---|---|---|---|---|---|
| 101 | 421100 | Police Administration | CW TECHNOLOGY GROUP INC | Comp. Gateway/Sonic Wall | 142.50 | 60313 |
| 101 | 431100 | Street Department | CW TECHNOLOGY GROUP INC | Antivirus | 1.50 | 60313 |
| 101 | 413100 | Mayor | CW TECHNOLOGY GROUP INC | CW Care | 83.18 | 60313 |
| 101 | 419901 | City Hall & Police Building Maintenance | DALCO | Restroom Supplies | 190.10 | 60314 |
| 101 | 419901 | City Hall & Police Building Maintenance | DALCO | Cleaning Supplies | 143.57 | 60314 |
| 101 | 452100 | Parks | DULUTH LAWN & SPORT | Repairs/Neils Front Deck | 297.25 | 60315 |
| 101 | 421100 | Police Administration | EMERGENCY AUTOMOTIVE TECHNOLOGIES | Vehicle Maintenance | 270.00 | 60316 |
| 101 | 422100 | Fire Administration | ESSENTIA HEALTH | FD Test/Lederer | 790.00 | 60317 |
| 101 | 422100 | Fire Administration | ESSENTIA HEALTH | FD Tests/ANick | 499.00 | 60317 |
| 601 | 494300 | Water Distribution | FERGUSON WATERWORKS #2516 | H20 Hydrant Parts | 36.40 | 60318 |
| 602 | 494500 | Sewer Maintenance | FERGUSON WATERWORKS #2516 | Grommets/Cable for Pump | 63.59 | 60318 |
| 601 | 494400 | Water Administration and General | GOPHER STATE ONE-CALL INC | Oct. Locate Requests | 158.94 | 60319 |
| 602 | 494900 | Sewer Administration and General | GOPHER STATE ONE-CALL INC | Oct. Locate Requests | 105.96 | 60319 |
| 101 | 431901 | City Garage | GRAYBAR ELECTRIC CO INC | Ext. Lights/LED Upgrade/PW | 606.27 | 60320 |
| 101 | 421100 | Police Administration | GREAT LAKES MOBIL LUBE EXPRESS | Vehicle Maintenance | 38.67 | 60321 |
| 101 | 421100 | Police Administration | GREAT LAKES MOBIL LUBE EXPRESS | Vehicle Maintenance | 38.67 | 60321 |
| 101 | 419901 | City Hall & Police Building Maintenance | HARTEL'S/DBJ DISPOSAL CO LLC | Recycling/Garbage Disposal | 219.60 | 60322 |
| 101 | 431901 | City Garage | HARTEL'S/DBJ DISPOSAL CO LLC | Yard Trash Disposal | 164.26 | 60322 |
| 101 | 411300 | Ordinance, Public Notice and Proceedings | HERMANTOWN STAR LLC | CC Minutes/9-19-16 | 107.25 | 60323 |
| 101 | 431100 | Street Department | INDUSTRIAL WELDORS & MACHINISTS INC | Fix Wing Plow | 210.00 | 60324 |
| 101 | 415300 | Administration & Finance | INTEGRATED OFFICE SOLUTIONS | Copy Overage/Sharp | 347.30 | 60325 |
| 101 | 415300 | Administration & Finance | INTEGRATED OFFICE SOLUTIONS | Copy Overage/Konica | 316.42 | 60325 |
| 101 | 431100 | Street Department | INTER CITY OIL CO INC | Diesel Fuel | 124.93 | 60326 |
| 101 | 431100 | Street Department | INTER CITY OIL CO INC | Diesel Fuel | 710.53 | 60326 |
| 101 | 431100 | Street Department | INTER CITY OIL CO INC | Diesel Fuel | 535.42 | 60326 |
| 101 | 431100 | Street Department | INTER CITY OIL CO INC | Diesel Fuel | 222.76 | 60326 |
| 101 | 431100 | Street Department | INTER CITY OIL CO INC | Diesel Fuel | 291.89 | 60326 |
| 602 | 494500 | Sewer Maintenance | LAFAVE, CHRISTOPHER | Meal Reimb/Training | 85.67 | 60327 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Jackson Estates 4th Addition | 857.50 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | 4941 Lightning Dr Matters | 90.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Menards Hermantown Plat | 84.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | MnDOT Marketplace Sign Permit | 670.00 | 60328 |
| 101 | 421100 | Police Administration | MAKI & OVEROM LTD | E-Citations | 15.00 | 60328 |
| 101 | 424100 | Building Inspection | MAKI & OVEROM LTD | Building Official Matters | 70.00 | 60328 |
| 601 | 494400 | Water Administration and General | MAKI & OVEROM LTD | Verizon Water Tower Lease | 42.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 City Garage Matters | 200.50 | 60328 |

| Fund | Account | Department | Vendor Name | Description | Amount | Check # |
|---|---|---|---|---|---|---|
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 Personnel Matters | 164.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Subdivision Amendments | 161.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | 2016 Airport Zoning Legislatio | 232.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 4255 Lavaque Road Matters | 103.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | BlaineBallavanceFiberOpticLine | 187.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Sales Tax Legislation | 223.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Employee Assistance Program | 28.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Snowmobile Ordinance Amend. | 203.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | General Matters/Retainer | 1,250.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 Soffit/Fascia Restoration | 114.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Data Practice Procedures | 166.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Kevin Kuklis Development | 317.50 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Records Retention | 25.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Kevin Kuklis Dev/Conf. Call | 7.92 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | McGiffert/Hoff Development | 26.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | GO CIP Bonds, Series 2016B | 290.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | ConstContr/InstrBidders/GenCon | 12.50 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Jackson Esates 4th/Postage | 6.68 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 Right of Way Ordinance | 136.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 I & I Ord. Amendment | 327.50 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Electr.DataStorage Ret. Policy | 244.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Surplus Property Donation | 28.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 Administrative Bldg | 33.00 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 Workers Comp Matters | 348.00 | 60328 |
| 601 | 494400 | Water Administration and General | MAKI & OVEROM LTD | AT&T Water Tower Lease | 60.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Kuklis/Heartwoods Dev. II | 56.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | 2016 Airport Leg/Postage | 1.86 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Data Practice Requests | 741.50 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Keene Creek Park Encroachment | 63.00 | 60328 |
| 230 | 416100 | City Attorney | MAKI & OVEROM LTD | 2016 HEDA Strategic Planning | 1,125.50 | 60328 |
| 101 | 416100 | City Attorney | MAKI & OVEROM LTD | Kar Kare FOG Violation | 61.00 | 60328 |
| 101 | 419100 | Community Development | MAKI & OVEROM LTD | Williams Mobile Home Park | 407.00 | 60328 |
| 461 | 465100 | HEDA | MAKI & OVEROM LTD | Fleet Farm Post Constr. Issues | 26.00 | 60328 |
| 251 | 421500 | Drug/Alcohol Fund | MAKI & OVEROM LTD | Forf/2006 Ford Taurus | 56.00 | 60328 |
| 101 | 421100 | Police Administration | MAKI & OVEROM LTD | Gun Permits | 184.00 | 60328 |
| 251 | 421500 | Drug/Alcohol Fund | MAKI & OVEROM LTD | Forf/2007 Jeep Liberty | 8.00 | 60328 |

| Fund | Account | Department | Vendor Name | Description | Amount | Check # |
|---|---|---|---|---|---|---|
| 251 | 421500 | Drug/Alcohol Fund | MAKI & OVEROM LTD | Forf/2008 GMC SUV | 40.00 | 60328 |
| 605 | 441100 | Storm Water | MAKI & OVEROM LTD | Stormwater Ordinance | 56.00 | 60328 |
| 101 | 422100 | Fire Administration | MAKI & OVEROM LTD | 2016 HVFD Matters | 42.00 | 60328 |
| 101 | 421100 | Police Administration | MAKI & OVEROM LTD | Prosecution Matters | 7,022.55 | 60328 |
| 101 | 421100 | Police Administration | MAKI & OVEROM LTD | Firearm Ordinance | 75.00 | 60328 |
| 461 | 465100 | HEDA | MAKI & OVEROM LTD | Mills Fleet Farm Project | 28.00 | 60328 |
| 101 | 431100 | Street Department | MENARD INC | Cleaning Supplies | 42.58 | 60329 |
| 101 | 431100 | Street Department | MENARD INC | Winterization | 3.89 | 60329 |
| 101 | 431100 | Street Department | MENARD INC | Photo Eye/Screwdriver | 31.92 | 60329 |
| 101 | 421100 | Police Administration | MENARD INC | Evidence Room Tape | 7.99 | 60329 |
| 101 | 419901 | City Hall & Police Building Maintenance | MENARD INC | Fertilizer/Gov't Serv. Bldg. | 9.98 | 60329 |
| 101 | 431100 | Street Department | MENARD INC | Sand Tubes/Ratchet Traps | 99.77 | 60329 |
| 101 | 452100 | Parks | MENARD INC | Winterization | 50.90 | 60329 |
| 101 | 421100 | Police Administration | METRO SALES INC | Copier Lease | 357.84 | 60330 |
| 101 | 421100 | Police Administration | METRO SALES INC | Copier Lease | 204.00 | 60330 |
| 402 | 431150 | Street Improvements | MN DEPT OF TRANSPORTATION | Testing/Stebner Rd. Proj 524 | 73.21 | 60331 |
| 601 | 494400 | Water Administration and General | MN ENERGY RESOURCES CORP | Natural Gas | 109.94 | 60332 |
| 602 | 494900 | Sewer Administration and General | MN ENERGY RESOURCES CORP | Natural Gas | 68.70 | 60332 |
| 101 | 431901 | City Garage | MN ENERGY RESOURCES CORP | Natural Gas | 96.19 | 60332 |
| 101 | 419901 | City Hall & Police Building Maintenance | MN ENERGY RESOURCES CORP | Natural Gas/CH/PD | 160.13 | 60332 |
| 101 | 419901 | City Hall & Police Building Maintenance | MN ENERGY RESOURCES CORP | Natural Gas/CH/PD | 442.51 | 60332 |
| 101 | 422901 | Firehall #1 Maple Grove Road | MN ENERGY RESOURCES CORP | Natural Gas/FH#1 | 540.86 | 60332 |
| 101 | 431901 | City Garage | MN ENERGY RESOURCES CORP | Natural Gas/Street | 16.78 | 60332 |
| 101 | 431901 | City Garage | MN ENERGY RESOURCES CORP | Natural Gas/Street | 29.83 | 60332 |
| 101 | 452200 | Community Building | MN ENERGY RESOURCES CORP | Natural Gas/Comm Bldg | 151.02 | 60332 |
| 602 | 494500 | Sewer Maintenance | MN POLLUTION CONTROL AGENCY | Coll. Sys. Oper. Cert./Durovec | 23.00 | 60333 |
| 461 | 465100 | HEDA | MN POWER | Market/Loberg Line Extension | 3,770.00 | 60334 |
| 602 | 494500 | Sewer Maintenance | MN RURAL WATER ASSN | City Assoc. Membership | 100.00 | 60335 |
| 601 | 494300 | Water Distribution | MN RURAL WATER ASSN | City Assoc. Membership | 150.00 | 60335 |
| 101 | 431100 | Street Department | NAPA AUTO PARTS | Plow Repairs | 54.28 | 60336 |
| 101 | 431100 | Street Department | NAPA AUTO PARTS | Maintenance Supplies | 82.67 | 60336 |
| 101 | 452100 | Parks | NAPA AUTO PARTS | Winterization | 9.69 | 60336 |
| 101 | 431100 | Street Department | NAPA AUTO PARTS | Oil Filters | 237.61 | 60336 |
| 101 | 421100 | Police Administration | NORTHERN BUSINESS PRODUCTS | Pens/Envelopes | 141.42 | 60337 |
| 101 | 414100 | Elections | NORTHERN BUSINESS PRODUCTS | Labels/Election | 84.49 | 60337 |
| 101 | 415300 | Administration & Finance | NORTHERN BUSINESS PRODUCTS | Toner/Fax Machine | 59.01 | 60337 |

| Fund | Account | Department | Vendor Name | Description | Amount | Check # |
|---|---|---|---|---|---|---|
| 101 | 421100 | Police Administration | NORTHERN BUSINESS PRODUCTS | Ink | 96.97 | 60337 |
| 101 | 421100 | Police Administration | NORTHERN BUSINESS PRODUCTS | Holder w/ clip | 69.13 | 60337 |
| 101 | 431100 | Street Department | NORTHERN STATES SUPPLY INC | Nuts/Washers | 4.24 | 60338 |
| 101 | 431100 | Street Department | NORTHERN STATES SUPPLY INC | Nuts | 16.12 | 60338 |
| 101 | 431100 | Street Department | NORTHLAND CONSTRUCTORS OF DULUTH, LLC | Pothole Mix | 391.51 | 60339 |
| 101 | 431130 | City Engineer | NORTHLAND CONSULTING ENGINEERS L.L.P. | Engineering Services | 4,526.00 | 60340 |
| 402 | 431130 | City Engineer | NORTHLAND CONSULTING ENGINEERS L.L.P. | Stebner Rd Proj 524 | 1,317.50 | 60340 |
| 401 | 431130 | City Engineer | NORTHLAND CONSULTING ENGINEERS L.L.P. | Midway River Culvert Proj 527 | 1,525.00 | 60340 |
| 101 | 431130 | City Engineer | NORTHLAND CONSULTING ENGINEERS L.L.P. | Jackson Estates | 697.50 | 60340 |
| 230 | 465100 | HEDA | NORTHSPAN GROUP INC | HEDA Facilitation | 1,051.50 | 60341 |
| 601 | 494300 | Water Distribution | NORTRAX/POWERPLAN | John Deere 135G Rental | 4,500.00 | 60342 |
| 602 | 494500 | Sewer Maintenance | PRO TIRE | Tires/Bob's Truck | 348.50 | 60343 |
| 101 | 431100 | Street Department | SAM'S CLUB DIRECT | Coffee/PT/PW | 46.70 | 60344 |
| 101 | 421100 | Police Administration | SAM'S CLUB DIRECT | Pens/Cups/DVD/Batt/PD | 133.20 | 60344 |
| 101 | 419901 | City Hall & Police Building Maintenance | SAM'S CLUB DIRECT | Copy Paper/CH | 55.96 | 60344 |
| 101 | 419901 | City Hall & Police Building Maintenance | SAM'S CLUB DIRECT | Coffee/PT/Creamer/CH | 74.22 | 60344 |
| 601 | 494400 | Water Administration and General | SELECT ACCOUNT | Oct. Select Account Fees | 1.56 | 60345 |
| 101 | 431100 | Street Department | SELECT ACCOUNT | Oct. Select Account Fees | 5.11 | 60345 |
| 101 | 415300 | Administration & Finance | SELECT ACCOUNT | Oct. Select Account Fees | 10.24 | 60345 |
| 602 | 494900 | Sewer Administration and General | SELECT ACCOUNT | Oct. Select Account Fees | 2.35 | 60345 |
| 101 | 419901 | City Hall & Police Building Maintenance | SELECT ACCOUNT | Oct. Select Account Fees | 2.11 | 60345 |
| 101 | 421100 | Police Administration | SELECT ACCOUNT | Oct. Select Account Fees | 22.88 | 60345 |
| 101 | 419100 | Community Development | SELECT ACCOUNT | Oct. Select Account Fees | 1.20 | 60345 |
| 402 | 431150 | Street Improvements | SHORT ELLIOTT HENDRICKSON INC | Stebner Rd Proj 524 | 27,794.12 | 60346 |
| 101 | 411300 | Ordinance, Public Notice and Proceedings | ST LOUIS COUNTY RECORDERS OFFICE | Ordinance | 46.00 | 60347 |
| 101 | 465200 | Community Development | ST LOUIS COUNTY RECORDERS OFFICE | Heartwoods Resolution | 46.00 | 60347 |
| 101 | 421100 | Police Administration | TRUAX PATIENT SERVICES | Narcan Kits | 375.00 | 60348 |
| 101 | 415300 | Administration & Finance | TUCKER, ARLENE | Reimbursed Health Insurance | 474.30 | 60349 |
| 101 | 214500 | Escrow Deposits Payable | U-HAUL CENTER OF DULUTH | Refund of Escrow Deposit | 20,125.00 | 60350 |
| 101 | 421100 | Police Administration | WIMACTEL INC | Police Payphone | 60.00 | 60351 |
| 602 | 494500 | Sewer Maintenance | WLSSD | Wastewater Charges | 34,095.00 | 60352 |
| 602 | 494500 | Sewer Maintenance | YOUNGREN, ALEX W | Meal/Mileage Reimb/Training | 247.90 | 60353 |

**Totals:** **175 records printed** **144,980.93**

City Council Agenda Report
November 21, 2016

Ordinance No. 2016-58
Agenda Item; **11-A**

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**DATE:** November 16, 2016 **Meeting Date:** **November 21, 2016**

**SUBJECT:** Cosgrove Rezoning – 56XX Hwy 194 **Agenda Item:** **11-C** **Ordinance 2016-58**

---

**REQUESTED ACTION**

Council to hold the first reading of an Ordinance Rezoning Property from O, Open to R-1, Single Family Residential.

---

**BACKGROUND**

The applicant has been contemplating building a home on this property for the last few years. The applicant has discussed how best to provide access to the SW corner of the property which is upland, in order to construct a single family home. The applicant has investigated access from Highway 194, however due to the extent of wetland in this area and a stream crossing access would prove difficult. The applicant then began exploring access to this upland site from the south, however to access the site the applicant would need to acquire an easement from the property owner immediately to the south. From discussions with staff, this proposed access seems more feasible than from Highway 194. The applicant is currently in the process of negotiating a 33 foot wide, 1300 foot length easement from the adjoining property owner. Prior to development of a driveway a wetland delineation will be required. Impacts to wetlands will have to be avoided or mitigated.

The Planning Commission held a public hearing on the application on October 18th, 2016. The applicant spoke and one person had a general question regarding how wetlands are filled in Hermantown. The Planning Commission recommended approval of the rezoning.

**Site Information:**

| | |
|---|---|
| **Parcel Size:** | 5 acres (rezoning), 40 acres total |
| **Legal Access:** | Hwy 194 |
| **Wetlands:** | Yes, not impacted by request |
| **Existing Zoning:** | O, Open |
| **Airport Overlay:** | None |
| **Shoreland Overlay:** | Yes |
| **Comprehensive Plan:** | Residential/Open |

**Description of Request**
Applicant owns a 40 acre parcel, 395-0010-01150, approximately 1300 feet east of the southeast intersection of Midway Road and Highway 194. The parcel is zoned O, Open and with the exception of the southwest corner of the property, consists of either wetland or shoreland overlay land. The applicant is requesting to rezone the 5 acre southwest corner which is primarily upland, of the property to R-1, Single Family Residential for the purpose of constructing one single family home.

**R-1 District Requirements**
1. The proposed rezoning will create a building site that exceeds the R-1, Residential minimum lot requirements of 2.5 acre with 200 feet of lot width. Although the proposed rezoning is for 5 acres, the applicant has indicated that he only wishes to construct one home on this site and by creating a 5 acre site it allows him flexibility in locating a house pad and subsequent septic system. Hermantown policy only allows one home per driveway so additional development of this property would require additional access. In addition, staff recommends that the proposed easement be limited to provide access for only one single family home. Staff has informed the applicant that the driveway must be setback at least ten feet from the neighboring property line.

**Summary**
Staff recommends approval of the rezoning based on the following findings:

1. The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance.

2. The proposed rezoning allows the applicant the ability to utilize an upland portion of his property while protecting the vast majority of the 40 acres and preserving the existing wetlands and shoreland overlay area in keeping with the City's Comprehensive Plan.

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**SOURCE OF FUNDS (if applicable)**
NA

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**ATTACHMENTS**
- Existing and Proposed Zoning Map of Site

Ordinance No. 2016-58

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE BY AMENDING THE OFFICIAL ZONING MAP (SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that the southerly 95 feet of the parcel described in Section 5 is zoned R-1, Single Family Residential.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone the property so that the southwestern 5 acres of the parcel legally described as the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter, Section 5, Township 50N, Range 15W, St. Louis County, Minnesota, comprising 5 acres, with the Property Identification Number 395-0010-01150, Hermantown, Minnesota, is zoned R-1, Single Family Residential.

Section 3. Effective Date. This amendment to Title 2 of the Hermantown Code that amends the Official Zoning Map shall be effective after adoption immediately upon (1) the publication of this Amendment to Title 2 of the Hermantown City Code once in the legal newspaper of the City of Hermantown and (2) the filing of this Amendment to Title 2 with the County Recorder of St. Louis County.

_____
Wayne Boucher, Mayor

Attest:

_____
Debbie Lund, City Clerk

Adopted: _____

Published: _____

Effective Date: _____

**Exhibit A. Existing and Proposed Zoning**

City Council Agenda Report
November 21, 2016

Resolution 2016-143
Agenda Item: 12-A

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

The City of Hermantown MINNESOTA

**DATE:** **November 16, 2016** **Meeting Date:** **11/21/16**

**SUBJECT:** **Snow Plowing Agreement with the Hermantown School District** **Agenda Item:** **Resolution 2016-143 12-A**

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**REQUESTED ACTION**

**Approve the proposed agreement between the City and the Hermantown School District for snow plowing on Hawk Circle**

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**BACKGROUND**

This is the first winter where a new Hawk Circle will be fully functional and supporting the new Middle and High School of the Hermantown School District. Hawk Circle is not a City street and therefore does not have an obligation to plow snow on it. However, we felt it was in the best interest of the public to provide snow plowing services on Hawk Circle.

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**SOURCE OF FUNDS (if applicable)**

n/a

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**ATTACHMENTS**

**Resolution & proposed agreement**

**Resolution No. 2016-143**

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR SNOWPLOWING SERVICES FOR HERMANTOWN COMMUNITY SCHOOLS, ISD 700**

WHEREAS, Hermantown Community Schools, ISD 700 ("School") utilizes Hawk Circle Drive for access to the Middle School; and

WHEREAS, Hawk Circle Drive has not been accepted and opened as a city street by the City of Hermantown ("City"); and

WHEREAS, because Hawk Circle Drive has not been accepted and opened as a city street, the City has no obligation to plow snow from Hawk Circle Drive during the winter months; and

WHEREAS, School desires to contract with City for snowplowing services for Hawk Circle Drive; and

WHEREAS, the City Attorney has prepared an Agreement for Snowplowing Services with respect to the matters set forth above and subject to certain conditions; and

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

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

1. The Agreement for Snowplowing Services substantially in the form of the one attached hereto as Exhibit A is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement for Snowplowing Services on behalf of the City.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

# EXHIBIT A
## Agreement for Snowplowing Services

**AGREEMENT FOR SNOWPLOWING SERVICES**
**FOR HERMANTOWN COMMUNITY SCHOOLS, ISD 700**
**FOR HAWK CIRCLE DRIVE**

THIS AGREEMENT FOR SNOWPLOWING SERVICES, made and entered into this _____ day of _____, 2016, by and between the **City of Hermantown**, Minnesota, hereinafter referred to as "City", and the undersigned **Hermantown Community Schools, ISD 700**, hereinafter referred to as "School", is in response to the following situation:

A. School utilizes Hawk Circle Drive for access to its Middle School ("Hawk Circle")

B. Hawk Circle has not been accepted and opened as a city street by the City.

C. Because Hawk Circle has not been accepted and opened by the City as a city street, the City has no obligation to maintain or repair it. The City also has no obligation to plow snow from Hawk Circle during the winter months.

D. School desires to contract with the City for snowplowing services for Hawk Circle.

E. The City has agreed to provide such snowplowing subject to the terms and conditions of this Agreement because Hawk Circle has been maintained free of obstacles and so as to allow City snowplow units easy maneuvering and safe passage while snowplowing the road.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## ARTICLE I
## SNOWPLOWING SERVICES

The City shall provide snowplowing services on Hawk Circle in accordance with terms and conditions of this Agreement at no cost to the School.

## ARTICLE II
## TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year, commencing November 15, 2016 and ending June 1, 2017.

## ARTICLE III
## NO OBLIGATION TO REPAIR OR MAINTAIN

Nothing contained herein shall be construed as obligating the City to repair or maintain Hawk Circle in any manner.

## ARTICLE IV
## SNOW REMOVAL GUIDELINES

4.1 **Times**. City will complete its snow removal of Hawk Circle, not including sidewalks, before 6:00 a.m. in the event of a snowfall. No City plowing equipment will be on School property from the hours of 7:00 a.m. through 3:30 p.m., Monday through Friday, unless clipping/benching the plow bank to the south side of Hawk Circle Drive.

4.2 **Snow Deposits**. The City will deposit the snow to the south of Hawk Circle. In the event that snow fall is less than two inches, then the plowed snow will be split between the north and south portions of Hawk Circle. School will deposit snow from its parking lots to the south of Hawk Circle. School WILL NOT deposit snow removed from parking lost or other locations on Hawk Circle.

4.3 **Sidewalks**. The City will only be responsible for initially clearing the sidewalks to the south of Hawk Circle.

4.4 **Sanding/Salting**. The City is not responsible for the application of sand or anti-icing chemicals.

4.5 **Snowfall**. For the purposes of this Agreement, the term "snowfall" shall mean at least two inches of snow.

## ARTICLE V
## WAIVER OF CLAIMS

School agrees to waive any and all claims against the City for damages to its property, both real and personal, which may be caused by the City, its equipment or its employees while snowplowing Hawk Circle.

## ARTICLE VI
## INDEMNIFICATION

School shall bear all loss, expense (including attorneys' fees) and damages in connection with, and agrees to indemnify and hold harmless the City, its agents, servants and employees from all claims, demands and judgments made or recovered against the City, its agents, servants and employees, because of bodily injuries, including death, at any time resulting there from,

and/or because of damages to property of the City or others (including loss of use) from any cause whatsoever, arising out of, incident to, or in connection with the performance of the snowplowing by the City pursuant to this Agreement.

## ARTICLE VII
## CITY'S DISCRETION TO PLOW

The City shall snowplow Hawk Circle on those days and at those times when, in the exercise of the City's discretion, the City determines that snowplowing is required. The City shall be under no obligation to snowplow when requested to do so by School.

## ARTICLE VIII
## BARRIERS/IMPEDIMENTS

School shall keep Hawk Circle free of all cars, other vehicles, obstacles and other impediments at times that Hawk Circle is being snowplowed by the City.

## ARTICLE IX
## TERMINATION

This Agreement may be terminated by either party at any time. The terminating party shall give written notice of its intent to terminate the Agreement. In the event of such termination, the City shall retain the amount paid to it hereunder prior to the date of termination.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement for Snowplowing Services as of the date first above written.

**CITY:**

**City of Hermantown**

By _____
Its Mayor

And By _____
Its City Clerk

**SCHOOL:**

**Hermantown Community Schools, ISD 700**

By _____
Its _____

And By _____
Its _____

City Council Agenda Report
November 21, 2016

Resolution 2016-144
Agenda Item: 12-B

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**DATE:** **November 16, 2016** **Meeting Date:** **11/21/16**

**SUBJECT:** **Public Purpose Policy - Volunteer Recognition** **Agenda Item:** **Resolution 2016-144 12-B**

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**REQUESTED ACTION**

**Approve the revised Employee Recognition & other Public Purpose policy**

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**BACKGROUND**

Earlier this year it was suggested that the City recognize members of the various Boards and Commissions. The City has had an employee recognition and public purpose policy since 2009. The amended policy also recognizes the public purpose of recognizing and rewarding volunteers, and authorizes the expenditure of public funds for that purpose.

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**SOURCE OF FUNDS (if applicable)**

n/a

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**ATTACHMENTS**

**Resolution & proposed revised policy**

| Handbook for the City of Hermantown | | |
|---|---|---|
| **Policy – Expenditure for Employee Recognition Program & Other Public Purpose** | | **Policy** |
| **Date Adopted R# 2009-76** | **Title: Employee Recognition & Other Public Purpose** | **Section: General Government** |
| **Revision Dates: R#2012-135 Nov 5, 2012** | | **Page:** 1 of 7 |

# CITY OF HERMANTOWN
# POLICY IMPLEMENTING AND ALLOWING EXPENDITURES FOR AN EMPLOYEE AND VOLUNTEER RECOGNITION PROGRAM AND OTHER PUBLIC PURPOSES

## POLICY

The Mayor and City Council, aware of the fact that public funds must be spent for public purposes pursuant to Minnesota Statutes and the laws of Minnesota which provide for the expenditure of public funds only when done for public purposes. The Mayor and City Council do believe that it is necessary and proper to provide for the funding of an employee and volunteer recognition program for City employees and volunteers. The City of Hermantown provides a number of services to the residents of the community. At the heart of those services are the employees and volunteers of the City of Hermantown who work to create, manage and deliver them around the clock, every day of the year. Because of that ongoing commitment to excellence, the City of Hermantown has ~~embarked on~~ created an Employee Recognition Program to thank and recognize employees and volunteers for their hard work, dedication and years of service.

To provide assistance and guidance in the implementation of the program, the City Council has adopted the following public purpose guidelines for use by the City Administrator, elected officials and appointed department heads to establish specific administrative policies and procedures that are consistent with these guidelines. This policy is designed to enhance productivity and foster excellence by maintaining a productive environment for City employees and volunteers.

*Definition: A public purpose expenditure is one which relates to the purpose for which the City of Hermantown exists and the duties and responsibilities of Hermantown, its elected and appointed officials, employees and other representatives.*

## PUBLIC PURPOSE

1. Training and development programs for the City of Hermantown employees and its official representatives serve a public purpose when those training and development programs are directly related to the performance of the employees and the officials job-related duties are directly related to the programs/services for which the City is responsible.

2. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by the City of Hermantown employees and its official representatives in connection with their actual work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Hermantown has responsibility.

3. Appropriate safety, wellness and health programs for the City of Hermantown employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Hermantown, including various costs associated with workers compensation and disability benefit claims, insurance premiums, and lost time from employee absences.

4. Public expenditures for food and refreshments associated with official City of Hermantown functions serve a public purpose when the provision of food or refreshments is an integral part of an official City of Hermantown function and the provision of food or refreshment is necessary to ensure meaningful participation by the participants. No purchase of alcoholic beverages is allowed.

5. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for the City of Hermantown to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and private sectors.

## SPECIFIC PROGRAMS AND EXPENDITURES

All expenditures for the City of Hermantown must be valid based upon the public purpose for which it is purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

### Employee Recognition Program

The City of Hermantown City Council recognizes the hard work and service performed by the employees of the City of Hermantown through a formal Employee Recognition Program. The City Council believes the benefits of attracting, retaining, and motivating employees through an Employee Recognition Program support employee job satisfaction, which in turn impacts cooperation and productivity. The result is to provide excellent public and customer service to better serve the interests of the citizens of the community.

The Employee Recognition Program is considered "additional compensation" for work performed by employees but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

Recognition will go to eligible employees based strictly on longevity and will in no way be connected to performance.

The Program will include:

1. The Mayor will recognize all 5-year increment anniversaries at the City Council meetings.

2. The Mayor will recognize in person and present certificates of recognition at City Council meetings for any employee with 20 years of service or more (5- year increments). Employees are encouraged to be recognized by the City Council but are not required to attend.

3. An employee will receive recognition for service at the City Employee Picnic or Employee Recognition Luncheon. New employees receive a City Logo tee shirt and employees completing 5, 10, 15, 20, 25, 30, and 35 years of service receive city identifiable clothing. The recognition year runs concurrently with the calendar year (January 1 to December 31 of the current year). In addition to city identifiable clothing, employees shall receive a "Certificate of Recognition" for the number of years being recognized. Recognition will be given are as follows:

| | |
|---|---|
| New Employee | Tee shirt with logo |
| 5 years | $ 25.00 value clothing with logo and certificate |
| 10 years | $ 50.00 value clothing with logo and certificate |
| 15 years | $ 75.00 value clothing with logo and certificate |
| 20 years | $100.00 value clothing with logo and certificate |
| 25 years | $125.00 value clothing with logo and certificate |
| 30 years | $150.00 value clothing with logo and certificate |
| 35 years | $175.00 value clothing with logo and certificate |
| Retirement | $200 value ~~watch~~ gift and plaque |

Recognition will go to all full-time and permanent part-time employees based strictly upon longevity and will in no way be connected to performance. This recognition will be based on "continuous" service with the City from the employee's initial start date whether it is part-time or full-time. The recognition will be based on the concept of peers honoring peers.

During the initial start-up of the program, it is not the intention of the City to provide recognition to each and every employee who has exceeded one of the threshold years identified above. Employees shall be first eligible for this program during the year they actually have worked one of the years identified above.

4. Retirement: The City will host and pay for a retirement dinner for Department Heads who retire from the City with at least 10 years of service to the City. This event would provide food and non-alcoholic beverages for employees and guests. The even would be after normal working hours and would be strictly voluntary. It would not be considered time worked.

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4.5. The City may also send flowers if one of the following occurs:

- Death of the employee ~~(if still working for the City)~~;

- Death of the employee if they left employment due to a health condition ~~and they were employed by the City at least three years;~~

~~5.~~6. The City may send ~~a card~~ flowers in the event of one of the following occurrences:

- Serious accident or illness to an immediate family member (spouse, parent/in-laws, child, grandparent or grandchild);
- Death of a former employee;
- Death of a former City employee's spouse, parent or child.
- Serious accident or illness to employee while still employed;
- Surgery;
- Birth of a child while employed by the City;
- Death of a family member while employed including spouse, parent/in-laws, child, grandparent or grandchild.

~~6.~~7. The City will provide a card and cake or comparable food item when a permanent City employee in good standing leaves City employment. **Formatted:** No underline

~~7.~~8. The City supports other events that are planned and paid for by employees. Examples of such events include the employee potluck dinners, golf and bowling tournaments.

~~8.~~9. The City supports recognition plaques in recognition of long-time service or retirement of City employees and/or City Councilors.

~~9.~~10. At his/her request, an employee or elected official may decline any of the recognition items. However, no substitutions will be made if recognition items are declined.

~~10.~~11. For purposes of this policy, retirement means permanent separation from the City of Hermantown by an employee who terminates employment in good standing, or the decision by an elected official to resign from his/her position or defeat in an election and the employee or elected official is then eligible to receive a retirement annuity from the Public Employees Retirement Association (PERA).

The cost of the elements of the Employee Recognition Program will be included as a separate line item in the City of Hermantown Budget. This line-item will be approved annually by the City Council as part of the overall budget approval process which includes a public hearing on the proposed budget.

**Employee Safety and Wellness Programs**

The City Council recognizes the importance of employee health and safety as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance program.

The Employee Safety Program is funded by the departmental budgets. The City supports programs created by the Safety Committee to promote and retain a safe work environment.

**Meeting Food/Meals**

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Council definition of public purpose expenditures in regards to food and meals.

1. Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda.

2. Meals and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues or are a part of an employee training. These meetings would also normally have a pre-planned agenda. These meetings could include new employee receptions to introduce new employees to existing employees, provide an orientation to the City, and promote teamwork and cooperation. This does not include routine staff meetings.

3. Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official city business when it is the only practical time to meet. Usually these meals involve meeting with City Council members, Committee/Commission members, or local business/fraternal organizations. Payment for fees relating to a special event, such as a Chamber of Commerce event may also be allowed where approved by the City Administrator and when attendance is deemed to meet the public purpose guidelines for community or customer outreach and marketing of the City.

4. During official meetings of the City Council, Council committees, advisory boards/commissions, and task forces.

5. Travel expenses for employees are outlined in the City of Hermantown Employee/Councilor Travel Policy.

6. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and where the department head deems appropriate as recognition of efforts above those normally required. Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to

duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Head to assure the delivery of quality emergency response service.

7. No purchase of alcoholic beverages is allowed.

The cost of these meals or fees is included in the departments' travel/conferences line-item in the City of Hermantown Annual Operating Budget. These line-items are approved annually by the City Council as part of the overall budget process which includes a public hearing on the proposed budget.

**Volunteer Recognition Program**

The City of Hermantown City Council recognizes the hard work and service performed by the volunteers of the City of Hermantown through a Volunteer Recognition Program. The City Council believes the benefits of attracting and retaining volunteers who serve on its various commissions and boards through a Volunteer Recognition Program support citizen participation within the governmental process. The result is to provide excellent public and customer service to better serve the interests of all citizens of the community.

The Program may include:

1. The City may provide certificates of appreciation for service as a volunteer member on one of the City's various commissions and boards.

2. The City may send a card once a year thanking the members for their service.

2.3. The City may host and pay for an Employee and Volunteer Appreciation party on an annual basis. This event would provide food and non-alcoholic beverages for employees, volunteers and thier guest. The even would be after normal working hours and would be strictly voluntary. It would not be considered time worked.

3.4. The City may recognize Hermantown youth involved in community programs, for example the Eagle Scout program.

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**Membership, Dues, and Donations**

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve or develop the City's resources and advantages and not personal interest or gain.

The cost of memberships/dues is included in the departments' dues & subscriptions line-item in the City of Hermantown Annual Operating Budget. These line-items are approved annually by the City Council as part of the overall budget approval process which includes a public hearing on the proposed budget.

**CONCLUSION**

The Hermantown City Council has determined that the above expenditures are valid expenditures and serve a public purpose.

Updated: October 15, 2012
November 16, 2016

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

The City of Hermantown MINNESOTA

**DATE:** November 16, 2016 **Meeting Date:** **11/21/16**

**SUBJECT:** **Contract for Engineering Services – Market Street & Loberg Avenue** **Agenda Item:** **Resolution 2016-145 12-D**

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**REQUESTED ACTION**

**Approve the Proposal from SEH for design and construction engineering services for the Market Street and Loberg Avenue Project.**

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**BACKGROUND**

At the City Council meeting on October 17, 2016, the City Council approved a request for proposal (RFP) for design and construction engineering services for the Market Street and Loberg Avenue Road Project schedule for 2017. (Resolution 2016-133)

The City received responses from the following firms: MSA; SEH; and TKDA.

The initial proposals were scored by a staff group consisting of Public Work Director Paul Senst, Community Development Director Eric Johnson, City Engineer David Bolf, and myself. Based on the review of the proposal the firms could earn 80 points.

The costs proposals were given a maximum of 20 points out of 100, with the lowest cost proposal getting 20 points. The total proposed cost for SEH was $123,637.

| | MSA | SEH | TKDA |
|---|---|---|---|
| Proposal Evaluation Score | 69.00 | 78.75 | 69.50 |
| Cost Score | 17.84 | 14.33 | 20.00 |
| Total Score | 86.84 | 93.08 | 89.50 |

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**SOURCE OF FUNDS (if applicable)**

The costs of the engineering services will be covered by Municipal State Aid

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**ATTACHMENTS**

**Resolution & Agreement**
**RFP Response & Cost Proposal**

**Resolution No. 2016-145**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR ENGINEERING SERVICES WITH SHORT, ELLIOT, HENDRICKSON, INC. (SEH) FOR STREET IMPROVEMENT DISTRICT NO. 528-N MARKET STREET AND LOBERG AVENUE RECONSTRUCTION IN AN AMOUNT NOT TO EXCEED $123,637**

WHEREAS, the City of Hermantown ("City") desires to obtain engineering services, construction administration, observation and staking related to the reconstruction of Street Improvement District No. 528-N Market Street And Loberg Avenue ("Project") within the City of Hermantown; and

WHEREAS, Short, Elliot, Hendrickson, Inc. (SEH) submitted a response to a Request for Proposal ("RFP") solicited by the City dated October 17, 2016 ("Proposal"); and

WHEREAS, City and SEH desire to enter into an Agreement for Engineering Services for Street Improvement District No. 528-N ("Agreement") as shown on Exhibit A attached hereto in which SEH provides engineering to City pursuant to these terms of the Agreement, the requirements of the RFP and the Proposal that has a total not to exceed contract amount of $123,637; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to SEH the Agreement for Engineering Services for Street Improvement District No. 528-N substantially in the form attached hereto as Exhibit A.

2. The source of payment for the consultant services will be City Fund No. 402-431150-305.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

**AGREEMENT FOR ENGINEERING SERVICES**
**FOR MARKET STREET/LOBERG AVENUE RECONSTRUCTION**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made effective as of the _____ day of _____, 2016 by and between the **City of Hermantown,** hereinafter referred to as "City", and **Short-Elliott-Hendrickson, Incorporated**, hereinafter referred to as "Engineer", in response to the following situation:

A. City desires to obtain design services, construction administration, observation and staking related to the reconstruction of Market Street and Loberg Avenue located within the City of Hermantown, Minnesota ("Project").

B. Engineer is willing to provide engineering services to City pursuant to these terms of this Agreement.

NOW, THEREFORE, City and the Engineer do mutually agree as follows:

1. Services to be Performed.

1.1 The primary contact person for services to be performed by Engineer shall be Matthew Bolf, PE.

1.2 The scope of services to be provided to City by Engineer is as set forth in Engineer's response to City's Request for Proposal dated November 8, 2016 ("RFP Response").

2. Personnel. Engineer will secure, at its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, City.

3. Assignability. Engineer shall not assign any interest in this Agreement, shall not contract with others to perform Engineer's services and shall not transfer any interest in this Agreement without the prior written approval of City.

4. Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.

5. Termination of Agreement. Either Engineer or City may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Engineer under this Agreement shall be delivered to City and Engineer shall be entitled to compensation for time expended and expenses incurred to the date of termination.

6. Independent Contractor. The relationship between the Engineer and City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer employee relationship between City and Engineer.

7. Standard of Performance and Insurance; Indemnity. All services to be performed by Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. Engineer shall obtain and maintain at his/her/its cost and expense:

7.1 Comprehensive general liability insurance that covers the engineering services performed by Engineer for City with a combined single limit of liability of at least One Million Dollars ($1,000,000.00).

7.2 Worker's compensation insurance covering all of Engineer's employees with coverages and limits of coverage required by law.

7.3 In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of $2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Engineer shall indemnify and hold harmless City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of its services hereunder.

Engineer certifies that Engineer is in compliance with all applicable worker's compensation laws, rules and regulations. None of Engineer's employees and agents will be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Engineer and any claims made by any third party as a consequence of any act or omission on the part of Engineer or any employee of Engineer are in no way City's obligation or responsibility. By signing this Agreement, Engineer certifies that Engineer is in compliance with these laws and regulations.

Engineer shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Engineer has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Engineer shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Engineer.

The Engineer shall require any subcontractor permitted by City under Section 3 hereof to perform work for Engineer on the Project to have in full force and effect the insurance coverage required of the Engineer under this Agreement before any subcontractor(s) begin(s) work on the Project. Engineer shall require any such subcontractor to provide to Engineer a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Engineer and City shall be named as additional insureds under such policies. The insurer will provide thirty (30) day written notice to City and Engineer, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Engineer, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and Engineer shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of City and Engineer as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City and Engineer by the insurance company providing such insurance policy(ies).

8. Compensation. Engineer shall be compensated for the services to be performed hereunder as set forth in the RFP Response subject to a total not to exceed amount of One hundred twenty-three thousand and six hundred thirty-seven ($123,637.00). Engineer shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

9. Recordkeeping. Engineer hereby agrees:

9.1 To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by it under this Agreement.

9.2 To make such materials available at its office at all reasonable times during the Agreement Term and for three (3) years from the date of final payment under

this Agreement for inspection by City and copies thereof shall be furnished to City upon request by City.

10. No Prohibited Interest. Engineer represents and warrants to City that no employee, officer or agent of City, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Engineer.

11. Confidentiality. Engineer agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

12 Intellectual Property Rights. For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data.

Project Materials do not include any materials that Engineer developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement.

All Project Materials are agreed by Engineer to be "works made for hire" as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Engineer hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to ARDC no matter what their status might be under federal law.

Engineer shall, at no cost to City, provide City with copies of all Project Materials on paper and in an electronic format acceptable to City.

Upon request by Engineer, City may authorize Engineer to use specified Project Materials to evidence Engineer's progress and capability. In all such uses of Project Materials by Engineer, reference shall be made to City and the Project and that the Project Materials are owned by City.

Engineer also acknowledges and agrees that all names and logos provided to Engineer by City for use in connection with the Project are and shall remain the sole and exclusive property of City.

13. Notices. Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Engineer, or to City at 5105 Maple Grove Road, Hermantown, Minnesota 55811.

14. Miscellaneous. This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and properly executed.

15. No Contractual Authority. Engineer shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

16. Data Practices Act. Engineer acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Engineer in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Engineer and City.

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

17. Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of Duluth, County of St. Louis, State of Minnesota.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

19. RFP Response. Engineer agrees to comply with the terms and provisions contained in the RFP Response.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, City and Engineer have executed this Agreement for Consulting Services as of the date first above written.

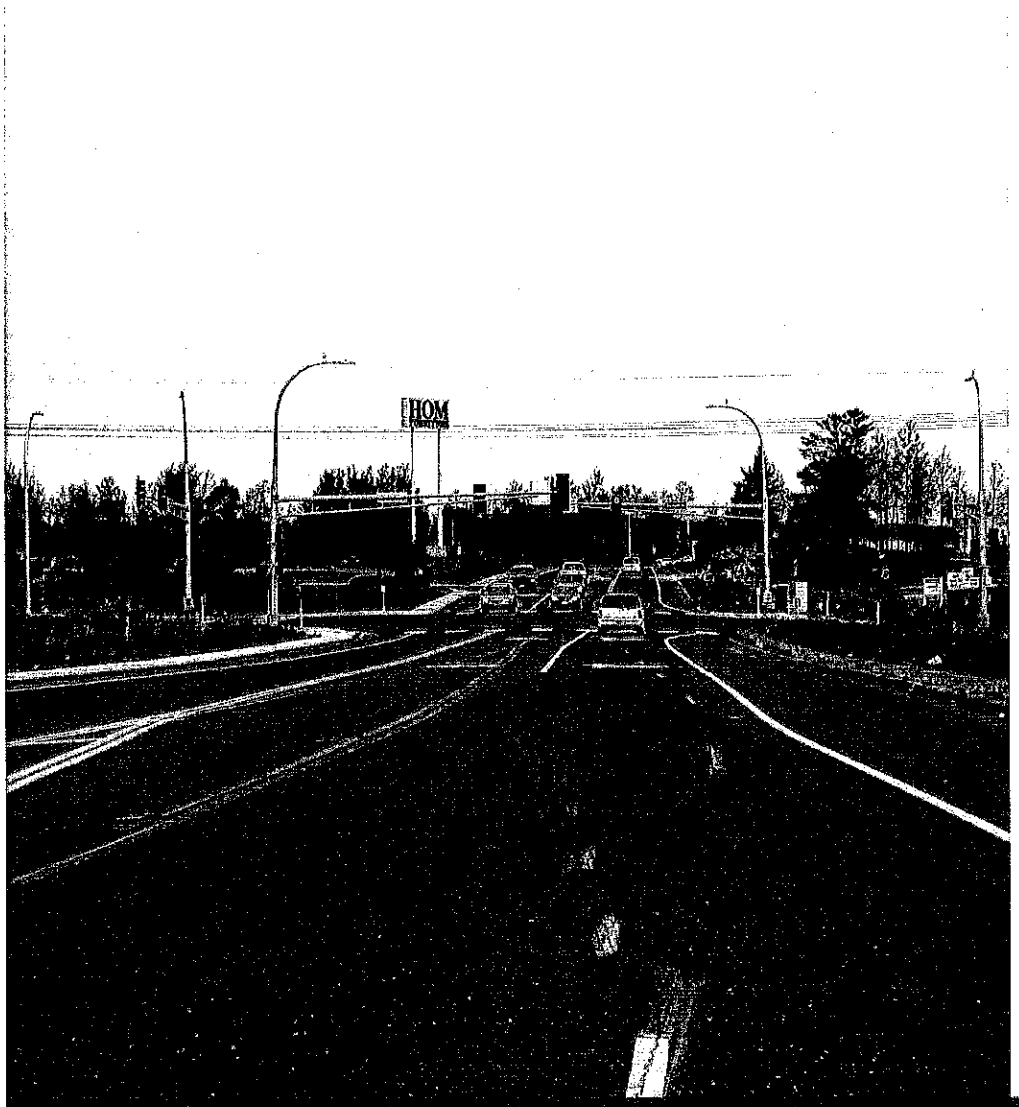
**CITY:**
**City of Hermantown**

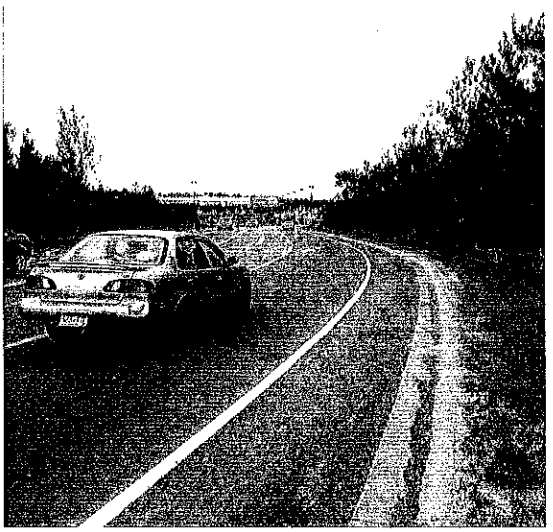
By _____
Its Mayor

And By _____
Its City Clerk

**ENGINEER:**
**Short-Elliott-Hendrickson, Incorporated**

By _____
Its _____





Proposal For Engineering Services

# Rehabilitation of Market Street & Loberg Road

City of Hermantown, Minnesota | November 8, 2016


Short Elliott Hendrickson Inc. (SEH®)
418 West Superior Street, Suite 200
Duluth, MN 55802-1512
Matthew J. Bolf, PE
218.279.3025 office
218.260.9551 cell
mbolf@sehinc.com


SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

SEH

Building a Better World
for All of Us®

November 8, 2016

RE: Proposal for Rehabilitation of Market Street
and Loberg Road
City of Hermantown
SEH No. HERMT 138839

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

Dear Mr. Mulder:

The Market Street and Loberg Road corridor is a very important and busy area for Hermantown. The outcome of a rehabilitation project in the area will be overall improvements as the corridor develops into a mixed use area, benefitting businesses and users alike. As the City of Hermantown chooses a consultant for this project, it will be crucial to start with a base of knowledge about the area and an understanding of the importance of communication and public involvement.

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit a proposal, and we look forward to the opportunity to work together with the City on this project. We have identified the following factors as critical to the success of the rehabilitation of Market Street and Loberg Road:

**There must be a plan for communication during construction and public involvement from the start.** Providing transparent communication throughout construction will be key to the success of this project. We will conduct regular site meetings and provide documentation that will keep the City, businesses and the public updated. We will work to understand upcoming events and the specific needs for parking and access, and we will reach out to emergency services and stakeholders to address these issues before public meetings. Ultimately, we will handle day-to-day communication so you don't have to, while still keeping you informed on the process.

**It will be crucial to balance the needs of stakeholders in the area with the requirements of the project.** There are a number of businesses in this busy area, making access during construction an important aspect of these efforts. We have communicated with you and put in the work to understand the expectations for the area and the potential challenges with access. We will develop a high quality traffic control and detour plan to maintain access and therefore meet the needs of businesses in the area.

**Knowledge of the State Aid process will keep reimbursements flowing.** Accurate cost estimates and project schedules will be key to minimize the impact to stakeholders and stay on track with the requirements for a Municipal State Aid project. I will lead a team that has experience with state and federal aid projects to keep these aspects on track and avoid surprises.

At SEH, we are excited at the prospect of partnering with the City of Hermantown on this project, and we are committed to working with you to make sure that "The City of Quality Living" continues to embody this motto. Please free to contact me with questions regarding our submittal at 218.279.3025 or mbolf@sehinc.com.

SEH acknowledges receipt of Addendum #1 dated November 2, 2016.

Respectfully submitted,

Matthew Bolf, PE
Principal

# GOALS AND OBJECTIVES

## Understanding the Project and Defining Success

The City of Hermantown's goal is to rehabilitate approximately 2,600 ft. of roadway on Market Street and Loberg Road between Trunk Highway 53 and Haines Road, including 1,200 ft. of new sidewalk along the west side of Loberg Road to Maple Grove Road and 1,250 ft. of new sidewalk on the north side of Market Street. The project will include bituminous mill and overlay, replacement/rehabilitation of catch basins and manholes, catch basin lead replacements, and curb and sidewalk replacement as needed along with new sidewalk and ADA upgrades. In addition, the City would like to improve the painted median between the two entrances into Walmart to limit U-turns in this area. The construction will be funded by a combination of City of Hermantown Municipal State Aid Street funds and City of Hermantown Utility funds and is scheduled to be completed in 2017. The City will team with a consultant to complete the preliminary and final design, cost estimates and cost control, construction administration, and construction observation and staking. We understand that the City will contract the geotechnical exploration and materials testing directly. SEH will coordinate and support these efforts.

Early understanding of the expectations of City staff will enable us to quickly prepare initial designs and cost estimates for review by staff, thereby flushing out any critical issues before public meetings occur. Once the City selects preferred alternatives that will appropriately match the available funding, SEH will fully develop the preliminary design for City staff review. SEH will then present the preliminary design with City staff at a public meeting. After revising the design per public comment and direction of City staff, SEH will develop plans and specifications that clearly define the schedule and controls for contractors, and that give the City power to enforce the schedule.

Balancing the needs of stakeholders with the demands of the project, we will develop comprehensive plans and specifications to define project staging, completion dates and liquidated damages for enforcement of the staging schedule, while allowing enough flexibility for the contractor to adjust the schedule due to weather and other unknown factors.

# QUALIFICATIONS

## Firm Overview

Since 1927, SEH has helped cities throughout the State of Minnesota build their roads and infrastructure; track project funding; meet compliance requirements; and plan their communities' futures. Because of our breadth of in-house technical disciplines, we are able to integrate an array of professional skills to address complex technical challenges. Integrating multiple in-house disciplines in a collaborative, solutions-based team structure enables us to develop complete project solutions. Our Minnesota employees include 455 engineers, planners, scientists and architects in 10 offices, including 119 professional engineers registered in Minnesota. In addition, our Minnesota roots give us solid relationships with the agencies and entities that affect many projects.

## State Aid Experience

The SEH team brings the City of Hermantown expertise in State Aid transportation design, pavement rehabilitation design, storm sewer design, ADA upgrades, comprehensive construction management and construction observation and staking. Our team prides itself on developing accurate cost estimates and project schedules that minimize impacts to key stakeholders. The following matrix illustrates our experience relative to the Market Street and Loberg Road Rehabilitation Municipal State Aid project.

| | State Aid Street Design | Project Management | Cost Estimating and Cost Control | Construction Management and Construction Inspection | Quality Control | Pavement Rehabilitation |
|---|---|---|---|---|---|---|
| Vinland Avenue & 27th Avenue West Mill and Overlay – Duluth, Minn. | • | • | • | • | • | • |
| Congdon Boulevard Reclamation – Duluth, Minn. | • | • | • | | • | • |
| Highway 53 Mall Area Street Reconstruction/Utility Replacement – Duluth, Minn. | • | • | • | | • | |
| 2015 Pavement Rehabilitation Project – Baxter, Minn. | • | • | • | • | • | • |
| Michigan Street Restoration/Reconstruction – Duluth, Minn. | • | • | • | • | • | • |
| County State Aid Highway 6 – Carlton County, Minn. | | | | • | • | • |

# ASSIGNED PERSONNEL

SEH has assembled a team of experts that have a proven track record of delivering street and utility reconstruction projects. SEH Project Manager Matt Bolf, PE, has 16 years of experience in design, construction and project management of similarly complex projects. He has worked for both the private and public sectors and will bring his unique understanding of public reconstruction projects to the team. Matt is supported by a strong team of design professionals with years of experience in all disciplines that will be needed on this project.

We have carefully selected a team of seasoned engineers and specialists to complement Matt and Project Inspector Tom Henry based on their unique abilities to meet the City of Hermantown's needs. The following organizational chart names each proposed team member, along with the responsibilities they will undertake on behalf of the City of Hermantown. Qualifications of our additional team members can be provided upon request.

City of Hermantown

Matt Bolf, PE
PROJECT MANAGER

John Krysiak, PE
LEAD ENGINEER/STATE AID

Tom Henry
PROJECT INSPECTOR

**ADDITIONAL PERSONNEL**

April Ryan, PE
WATER RESOURCES/ STORM SEWER

Tom Sohrweide, PE, PTOE
TRAFFIC ACCESS MANAGEMENT

Scott Hedlund, PE
PAVEMENT MILLING/ RECLAMATION

Chris Larsen, PLS
LAND SURVEY

## Project Manager

### Matt Bolf, PE

Matt is a passionate and client-centric leader with 16 years of experience in project management, preliminary and final design, cost estimating, detailed plan preparation, permitting, agency coordination, public involvement and construction engineering. Matt understands how to bring out the best in his teams; he sets high expectations for constructability and lasting, cost-efficient designs. On a daily basis, Matt works closely with government agencies, including MnDOT, Minnesota Department of Natural Resources (DNR) and USACE, as well as city and county staff. Upon selection, Matt will seamlessly integrate with the City of Hermantown's engineering and administrative staff – becoming a true extension of your internal team – to define what a successful project looks like to the City, proactively identify potential challenges, and develop a communication schedule/strategy that highlights meeting dates and communication methods between City staff and the SEH project team.

Matt has performed project management and State/Federal Aid design services on the following projects:

- Congdon Boulevard Reclamation – Duluth, Minn.
- Stebner Road Reconstruction – Hermantown, Minn.
- Vinland Street & 27th Avenue West Mill and Overlay – Duluth, Minn.

## Project Inspector

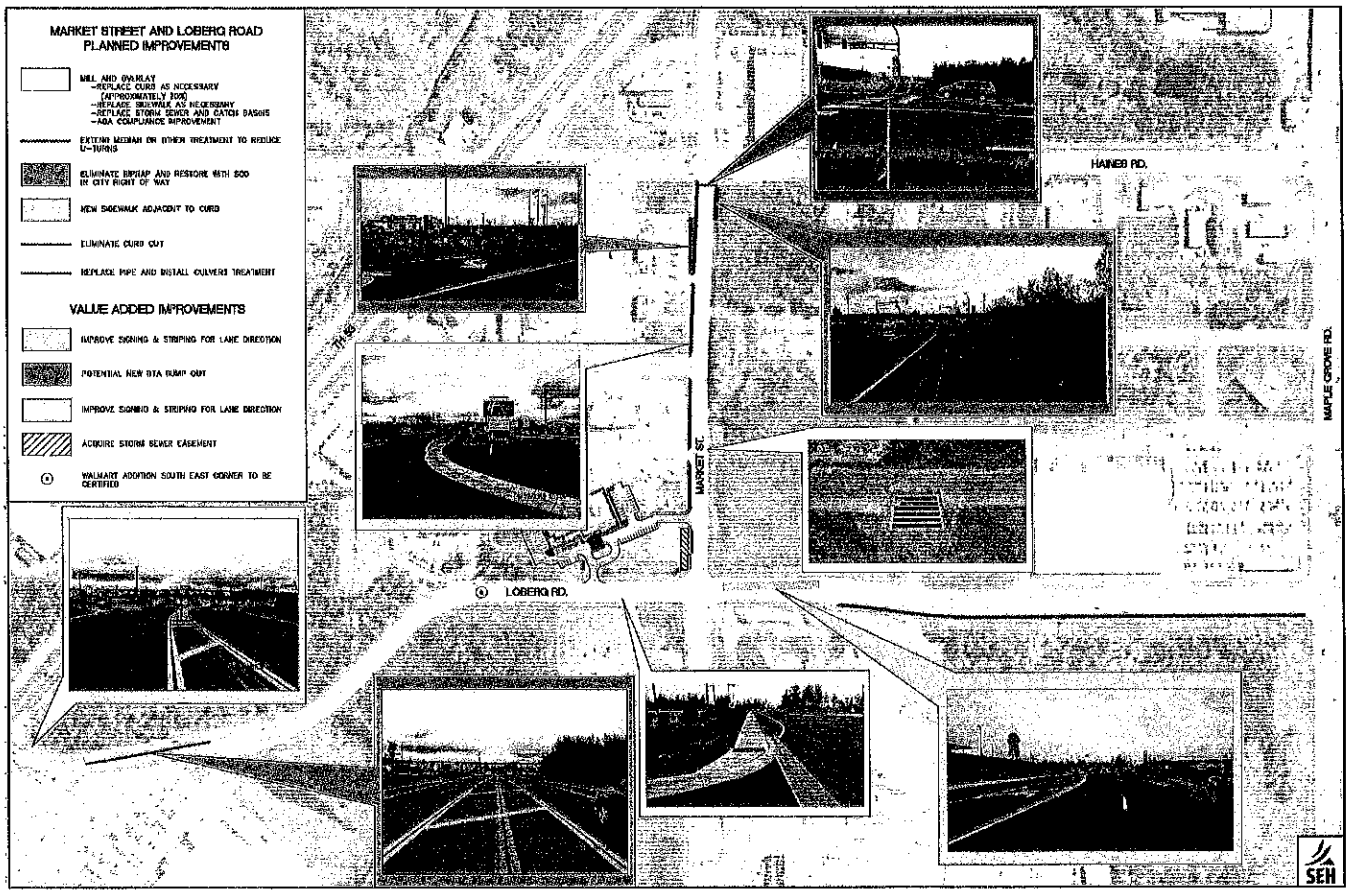
### Tom Henry

Tom is a driven and knowledgeable lead technician and project inspector, bringing more than three decades of civil design and construction administration experience. Tom's deep expertise as a construction inspector, survey technician, civil infrastructure design and draftsman will add tremendous value to the City of Hermantown and SEH project team. Over the past 29 years, he has led on-site inspection for numerous street and utility improvement projects throughout the State of Minnesota, undertaking tasks such as sanitary sewer, storm sewer, water main and new residential streets. Tom performed the onsite construction observation for numerous mill and overlay projects in 2016 for Carlton County.

Tom's similar experience includes the following street and utility projects:

- Carlton County CSAH 6 – 5,050 ft. mill and overlay, curb, sidewalk and ped ramp replacement. – Barnum, Minn.
- Carlton County CSAH 13 - 1,800 ft. of mill and overlay – Barnum, Minn.
- Carlton County CSAH 52 - 1,700 LF mill and overlay. – Barnum, Minn.

The SEH team's confidence in our ability to deliver this project in accordance with City and State Aid expectations is based in large part on the excellent working relationships our team members have established with the City of Hermantown and MnDOT State Aid staff, along with our proven ability to successfully meet project deadlines, as demonstrated recently by the Stebner Road reconstruction project led by Matt Bolf. Moreover, our team has already conducted a significant amount of reconnaissance in anticipation of this project, including field visits to the project and conversations with City staff. The Improvements Map on the following page reflects our understanding of the project along with proposed valued added work.



# WORK PLAN

**Project Management.** Delivering the Market Street & Loberg Road project on time, on budget, and with no surprises is what the City of Hermantown expects from the consultant they team with. Project Manager Matt Bolf will provide proactive coordination in the preparation of project schedule, budget, cost estimates, communications and bidding support to ensure that the project is delivered in line with the City's expectations.

**Public Participation and Involvement.** Public involvement will be an ongoing process throughout the life-cycle of this project and will include one public meeting. Matt is highly experienced in public presentations and understands how to use public forums to inform and engage the public in an effort to establish trust and rapport.

**Information Gathering.** During our kick-off meeting with the City of Hermantown, we will discuss the critical design, staging, schedule, budget, and communication items to help us define success on the project for all parties involved. At the conclusion of the City kick-off meeting, we will perform an initial site visit with City staff to review the desired improvements. During this site visit, we will mark out and survey all desired improvements. This will allow us to quantify the desired improvements and prepare a preliminary cost estimate prior to preliminary design. The preliminary estimate along with any recommendations will be provided to the City for review. Once reviewed, if it is found that the proposed improvements exceed the budget, we will provide recommendations for design or cost alternatives to bring the project within budget. This critical first step will allow the City to confidently move forward with a preliminary design that will match your desired scope and budget.

During this phase, we will also conduct a field survey that will supplement the aerial topography, point files and utility information provided by the City. We will verify tie-ins at street intersections, survey existing pedestrian ramps for ADA compliance and be sure that all storm sewer manholes and catch basins and their pipe inverts are available and correctly identified in the design.

Due to the planned catch basin and pipe replacement on this project, we will meet with all the local utility companies to apprise them of the upcoming work. We will hold a meeting during our information gathering task with all of the local utilities and the City of Hermantown. During this meeting, we will discuss any potential construction conflicts and any work that the other utilities may want to coordinate during this project. The published MnDOT utility coordination process will be followed throughout the project.

**Preliminary Engineering Design.** Information obtained during the Information Gathering task will be used to develop a preliminary layout of the project, including the replacement of the street, sidewalk and storm sewer collection systems, estimated construction limits and conceptual detour/staging plans. SEH will prepare design alternatives and cost estimates for cost discussions with City staff at the 30% and 60% design stage. These intermediate submittals will allow City staff to review progress, scope and construction budget.

**Streets.** Ultimately the City would like to recondition both Loberg Road and Market Street with a mill and overlay while keeping 80% or more of the existing curb and gutter in place, with the exception of the major intersections that have recently been improved. As stated above, our approach will be to start by identifying the worst areas of curb and gutter to be replaced and initially assume a 3 in. mill and overlay. Once these costs are identified and combined with the striping and other planned improvements, the amount of curb replacement and thickness of mill and overlay can be altered to keep the project within budget. The RFP states that the roadway shall be a 10 ton design; however, since this is a mill and overlay project, it may not be possible to meet a 10 ton design without subgrade corrections. It is assumed the City will not be performing any gravel or subgrade corrections to the street and the ultimate design will match the existing condition.

Walmart has two entrances on Loberg Road south of the Highway 53 intersection. The northerly intersection allows for a "right in right out" movement only while the south entrance allows movement in every direction. With the current concrete and painted median configuration, motorists are consistently turning south out of the north entrance and performing a U-Turn through the painted median. This has created an unsafe condition for motorists. As part of our work, we will study this area and provide recommendations on how to improve traffic control and therefore safety in the area. Our initial assessment would be to extend the concrete median south to the south entrance. We anticipate this would solve the problem by increasing the "back track" length a motorist would have to travel and because of the additional traffic conflict that would occur at the southerly entrance. Another option would be to close the "right out" option at the north entrance. This would improve safety for the City but may not be amenable to Walmart. Our senior traffic engineer Tom Sohrweide will review these two options along with others and present to City staff to allow you to make the most educated decision possible.

**Sidewalks.** The City would like to finish the sidewalk connection on the west side of Loberg Road from south of Lindgren Road to Maple Grove Road. It is anticipated this will

be a 5 ft. sidewalk adjacent to the curb to match the existing walk on Loberg Road. This sidewalk corridor is straight and relatively flat as it was previously graded during the construction of Loberg Road. This corridor has existing signs and one City hydrant that will likely need to be relocated to facilitate construction of the adjacent walk. We will collect topographic survey information in this area to accurately identify the grading necessary to construct the new walk, and identify the signs and hydrant that may need to be relocated.

In addition, the City would like to construct new sidewalk on the north side of Market Street from Loberg Road to Haines Road. This will require removing existing curb at the existing entrances for sidewalk and pedestrian ramp installation. SEH recently designed the Hermantown Clinic improvements on Market Street and included grading and pedestrian ramps in anticipation of a 5 ft. wide sidewalk that will be adjacent to the curb. On the east end of Market Street, it is assumed the City will want the riprap removed in the right-of-way at the Dairy Queen entrance to create a uniform look on the north side of Market Street.

Traffic Control. Having reviewed the site in-depth, we have developed a firm understanding of the level of traffic work required for the project in addition to the design tasks of signing, striping and traffic control.

Along with the need to maintain access along Market Street and Loberg Road, SEH will incorporate a staged traffic control plan that will also maintain the ambulance emergency routes. We will work with the City to develop a staging and detour plan that will maintain access to all business entrances and Market Street west of Loberg Road and Lindgren Road.

Storm Sewer. Although not a full reconstruction project, planning specific storm sewer replacements for both streets will help the City maximize their investment into this reconditioning project. Per the RFP, it is assumed all catch basins and leads will be replaced. This will be confirmed during our initial site walkthrough. Since the pipe conditions are not viewable from the surface, we are anticipating the City of Hermantown will televise (at a minimum) the catch basin leads and possibly the entire system. This information would be reviewed and combined with onsite observations to identify all the structure and in kind pipe replacements for the project. As with other proposed improvements, this information will be quantified and included in the preliminary cost estimate. Much like the Stebner Road project that SEH completed, all storm sewer improvements will be discussed with the City to look at overall scope and available budget prior to moving into preliminary and final design. This approach will help maximize the State Aid funding and overall life of both streets.

Since this is considered a maintenance and restoration project and not a reconstruction project, there will not be spread or sizing calculations needed or a formal MnDOT drainage report submitted. SEH will prepare a storm sewer memorandum that identifies the planned storm sewer replacements and summarizes our approach for the selected work.

Survey Monumentation. SEH is aware of one Public Land Survey System (PLSS) corner that will be affected by the project. The corner is located at the southeast corner of the Walmart Addition Plat. SEH crews will acquire survey records that document the location of the corner and gather all available field evidence to confirm the location of the current surface monument. Upon completion, a new corner monument will be set on surface at the correct corner position using the evidence we have observed and gathered.

Final Design and Bid Package Production. SEH will complete the final preparation of plans and specifications in accordance with City and State Aid standards and formats along with a 90% cost estimate. We will coordinate the Bid Package preparation with the City Attorney and Engineer to allow all parties to review City Contract Conditions, Insurance, Bonding, etc., to ensure requirements are being met. We will also assist the City of Hermantown with the advertisement for bid.

Bidding Assistance. In accordance with the RFP, SEH will provide bidding assistance during the bidding process, including answering contractor questions, meeting with City staff and attending the bid opening. SEH will prepare and facilitate a preconstruction conference with the selected contractor.

Quality Assurance/Quality Control (QA/QC). SEH will customize our companywide QA/QC review program to develop an ongoing QA/QC process, from memos and letters all the way through to the design, plans and specifications to help expedite City and State Aid staff review and approval to keep the project on schedule.

To accomplish this, SEH has developed procedures and tools to facilitate the completion and documentation of these reviews. Key quality control QC checks include:

- **Adequacy of design.** Independently check and verify all design documents and calculations
- **Plan form and content.** Utilize plan review checklists to verify that plans meet all City and State Aid requirements
- **Quantity calculations.** Two independent calculations completed, compared and rectified
- **Cost Estimates.** Current bid tabulations used to prepare estimates and Contractor verification for any non-standard items.

**Construction Administration, Observation, Staking.** SEH's onsite project inspector, Tom Henry, will be the project manager's agent at the site. He will serve as the City's representative at the project site and as the primary point of contact with the contractor. SEH will keep the City informed of the progress and ensure that the work is proceeding in accordance with the Contract Documents and MSAS requirements.

The specific construction administration duties to be provided by the SEH team will include:

- Arrange and conduct preconstruction meeting with the City, contractor, subcontractors and utilities
- Conduct weekly project meetings
- Conduct shop drawing review and approval
- Provide the City with a weekly progress report
- Contractor's Payroll and IC-134 Review
- Record keeping of daily construction conditions and contractor progress
- Measure and record pay items
- Coordinate with the City's material testing firm
- Change order review and recommendations
- Preparation of monthly pay vouchers
- Preparation of punch list items prior to final payment
- State Aid certification documents

**Construction Staking.** All staking performed by our survey crew will be coordinated by the project inspector as required by the contractor. Construction staking tasks include horizontal and vertical control for the storm sewer replacements, storm sewer stakes, curb and gutter and sidewalk stakes as needed, and miscellaneous staking such as removals, among others. SEH will establish and maintain field control throughout construction.

**Record Drawings.** SEH will prepare record drawings that will document the location and elevation of all new utility structures, including storm sewer manholes and catch basins. The record drawings will be created using AutoCAD and will be provided in hard and electronic formats.

## Value Added Services Not in Scope

There are several items not included in the RFP that the City of Hermantown may want to consider to add to the success of this project. Items our team have identified during our project exploration are discussed in our cost proposal.

## PROPOSED PROJECT SCHEDULE

| Task Number/Name | | 2016 | | 2017 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | N | D | J | F | M | A | M | J | J | A | S | O | N | D |
| 1.0 | Preliminary Design | | ■ | ■ | | | | | | | | | | | |
| 1.1 | Project Kickoff Meeting | | ● | | | | | | | | | | | | |
| 1.2 | Data Collection (topo, ROW, Utilities, Field Work) | | ● | | | | | | | | | | | | |
| 1.3 | Preliminary Scope and Cost Estimate/City Meeting | | ● | | | | | | | | | | | | |
| 1.4 | Revised Scope 30% Cost Est./Right-of-Way Needs (30%) | | | ● | | | | | | | | | | | |
| 1.5 | Public Meeting No. 1 | | | ● | | | | | | | | | | | |
| 2.0 | Final Design | | | ■ | ■ | ■ | | | | | | | | | |
| 2.1 | 60% Design/Cost Estimate | | | ● | | | | | | | | | | | |
| 2.2 | 90% Design/Cost Estimate | | | | ● | | | | | | | | | | |
| 2.4 | State Aid Plan Submittal | | | | | ● | | | | | | | | | |
| 3.0 | Right-of-Way/Access Coordination | | | ■ | ■ | | | | | | | | | | |
| 3.1 | Individual Business Owner Meetings | | | | ● | | | | | | | | | | |
| 3.2 | St. Louis County Coordination (Haines and Maple Grove connections) | | | ● | | | | | | | | | | | |
| 5.0 | Bidding | | | | | | ■ | ■ | | | | | | | |
| 5.1 | Advertise for Bids | | | | | | ● | | | | | | | | |
| 5.2 | Contract Award/City Council Meeting | | | | | | | ● | | | | | | | |
| 6.0 | Construction/Closeout | | | | | | | ■ | ■ | ■ | ■ | ■ | | | |
| 6.1 | Preconstruction Meeting | | | | | | | ● | | | | | | | |
| 6.2 | Substantial Completion | | | | | | | | | | ● | | | | |
| 6.3 | Final Completion | | | | | | | | | | ● | | | | |
| 6.4 | State Aid Document Closeout/Record Drawings | | | | | | | | | | | ● | | | |

SEH

**Client:** City of Hermantown, Minn.
**Project Name:** Market Street / Loberg Road Improvements
**SEH Project No.** HERMT P-138839
**Date Prepared:** November 8, 2016

| | Billing Title | Project Manager | Professional Engineer | Graduate Engineer | Technician | Registered Land Surveyor | Survey Crew Chief | Professional Engineer | Resident Project Representative | Accounting Rep | Admin Tech | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Employee Name | Bolf / Krysiak | Hedlund / Ryan | Yngsdal / Anderson | Orieside | Larsen | Survey Crew | Sohrweide | Henry | Austin | Hayes | |
| **Task #1 - Project Management** | | | | | | | | | | | | |
| 1.0 | Contract and General | 9 | | | | | | | | 8 | 2 | 19 |
| 1.1 | Meetings (Notice, Agenda, Materials, Minutes) | 21 | 2 | 20 | 10 | | | | 5 | | 10 | 68 |
| 1.2 | Project Correspondence | 4 | | | | | | | | | 4 | 8 |
| **Task #2 - Preliminary Engineering / Field Investigation** | | | | | | | | | | | | |
| 2.0 | Data Collection | 2 | | 9 | | | | | 5 | | | 16 |
| 2.1 | Field Investigation / Topographic Survey | 6 | | 10 | | 3 | 32 | | 4 | | | 55 |
| 2.2 | Preliminary Street and Utility Design | 2 | | 15 | 15 | | | 4 | | | | 36 |
| 2.3 | Cost Estimating | 3.5 | | 12 | 4 | | | | | | | 19.5 |
| **Task #3 - Final Design / Bid Documents** | | | | | | | | | | | | |
| 3.0 | Develop Construction Plans | 10 | 6 | 62 | 66 | | | 4 | 6 | | | 154 |
| 3.1 | Project Manual | 10 | 2 | | | | | | | | 10 | 22 |
| 3.2 | Agency Reviews/Submittals | 4 | | 12 | 18 | | | | | | | 34 |
| 3.3 | Bidding | 9 | | 4 | | | | | | | 10 | 23 |
| **Task #4 - Construction Services** | | | | | | | | | | | | |
| 4.0 | Preconstruction Activities | 4 | | | | | | | 10 | | 6 | 20 |
| 4.1 | Construction Administration | 18 | 12 | 14 | 6 | | | | 7 | | 9 | 66 |
| 4.2 | Construction Staking | | | 2 | | 2 | 24 | | | | | 28 |
| 4.3 | Construction Observation | | | | | | | | 480 | | | 480 |

# REFERENCES

The following projects and references illustrate our State Aid pavement rehabilitation experience similar to the Market Street and Loberg Road Rehabilitation Municipal State Aid project. Matt Bolf, John Krysiak, Tom Henry and Scott Hedlund managed these projects.

## Vinland Street & 27th Avenue West Mill and Overlay – City of Duluth, Minn.

**Features**
- 1.5 miles of a 2 in. mill and overlay
- Replacement of catch basins and leads as needed
- Replacement of curb and sidewalk as needed
- ADA upgrades at all intersections

**Services**
- Project management/agency coordination/State Aid
- Preliminary design and cost estimates
- Final design, plans and specifications
- Construction Administration and Inspection

**Reference**
Cari Pedersen, PE
Chief Engineer of Transportation
City of Duluth
218.730.5091
cpedersen@duluthmn.gov

## Congdon Boulevard Pavement Rehabilitation – City of Duluth, Minn.

**Features**
- 4.4 miles of milling and reclamation
- Culvert replacements
- Drainage/ditching improvements
- Reestablishment of correct superelevations

**Services**
- Project management/agency coordination/State Aid
- Project Memorandum
- Preliminary design and cost estimates
- Final design, plans and specifications
- Public Meetings

**Reference**
Cari Pedersen, PE
Chief Engineer of Transportation
City of Duluth
218.730.5091
cpedersen@duluthmn.gov

## Miller Trunk Highway (TH 53) Area Improvements (MnDOT District 1) – Duluth and Hermantown, St. Louis County, Minn.

**Features**
- Intersection and access improvements/ consolidation along TH 53
- New frontage/backage roads
- Extensive public involvement program that included coordination with local business owners
- Coordination with concurrent County and City improvements
- Resolution of complex environmental planning issues (wetlands, water quality) in study corridor

**Services**
- Alternatives development and analysis
- Traffic analysis
- Land access planning
- Preliminary and final design
- Environmental assessment
- Extensive public and resource agency involvement
- Wetland delineations

**Reference**
Roberta Dwyer, PE
Land Management
MnDOT District 1
218.725.2781
roberta.dwyer@state.mn.us

## 2015 Pavement Rehabilitation Project – City of Baxter, Minn.

**Features**
- 3.5 miles of roadway rehabilitation including full depth reclamation and mill and overlay
- Curb and gutter repairs and manhole rehabilitation
- Traffic signal upgrades
- ADA upgrades

**Services**
- Project management/agency coordination
- Feasibility Report
- Preliminary and final design
- Plan production and specifications
- Construction Administration

**Reference**
Trevor Walter, PE
Public Works Director/City Engineer
City of Baxter
218.454.5110
cityhall@baxtermn.gov

## County State Aid Highway 6 – Carlton County, Minn.

**Features**
- 5,050 ft. of mill and overlay on County Highway
- Replacement of curb and sidewalk as needed
- ADA upgrades at all intersections

**Services**
- Construction Administration and Inspection

**Reference**
Mike Tardy, PE
County Engineer
Carlton County
218.348.9150
mike.tardy@co.carlton.mn.us

**EXHIBIT A**

TENNESSEN WARNING
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider your proposal in response to a Request for Proposal.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your proposal may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows:_____

_____.

The undersigned has read this advisory and understands it.

Dated this 7th day of November, 2016.

Susan M. Mason, PE

Print Name

Susan M Mason Principal

Signature and Title (if signing on behalf of an entity)

## CITY ENGINEER PARTICIPATION IN RFP REVIEW

As noted elsewhere in this RFP, David Bolf, P.E., who is the City Engineer for the City of Hermantown, will participate in the review of RFP proposals.

David Bolf is the brother of Matt Bolf who works for Short Elliot Hendricksen, Inc., which is expected to submit a proposal.

David Bolf also previously worked for Salo Engineering, Inc., which is now Toltz, King, Duvall, Anderson and Associates, Incorporated.

David Bolf also has personal and professional relationships with other engineers who are expected to submit proposals.

David Bolf has consulted with the City Council of the City, the City Attorney of the City and the City Administration for the City and all have determined that he does not have an impermissible conflict of interest that would preclude him from fully participating in the RFP review process.

Notwithstanding the foregoing, the City desires to determine if its views are shared by Responders to the RFP. Accordingly, please check one of the boxes below and sign it and submit this form with your response to the RFP.

☑ The undersigned Responder consents to David Bolf participating in the RFP review process.

☐ The undersigned Responder objects to David Bolf participating in the RFP review process.

This page will not count against the ten (10) page maximum number of pages allowed for a proposal.

Susan M. Mason, PE

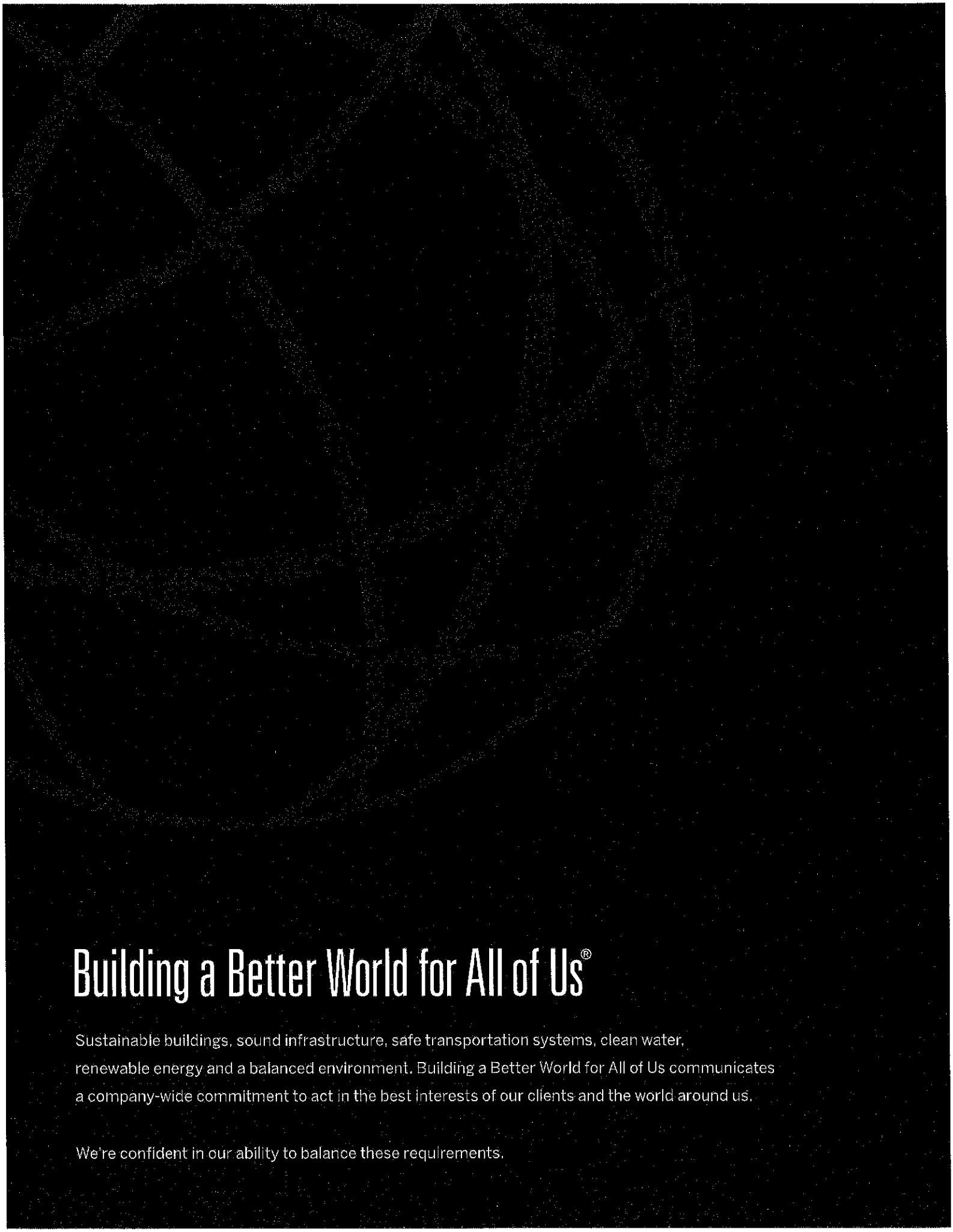
Name of Responder Short Elliott Hendrickson Inc.

Susan M Mason Principal

Signature and Title

November 7, 2016

Date


Building a Better World for All of Us®
Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.
We're confident in our ability to balance these requirements.

SEH

Building a Better World for All of Us®

November 8, 2016

RE: City of Hermantown, Minn.
Municipal State Aid Project Rehabilitation
of Market Street and Loberg Road
COST PROPOSAL
SEH No. HERMT P-138839

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

Dear Mr. Mulder:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the Municipal State Aid Project (Rehabilitation of Market Street and Loberg Road). This cost proposal is based on the scope of services outlined and discussed in our separate proposal.

| | |
|---|---|
| Design Services through Bidding | $48,772 |
| Construction Administration, Observation and Staking | $73,385 |
| Subtotal Design and Construction | $122,157 |
| Direct Expenses | $1,480 |
| TOTAL PROJECT COST | $123,637 |

The requested hourly rates with breakdown, as well as the breakdown of fee by task, are enclosed. The assumptions used to generate these costs are outlined as follows:

- Storm sewer structures and pipe will be replaced in kind.
- The City will provide geotechnical recommendations and material testing.
- No sanitary sewer or water main improvements are included.
- The City of Hermantown will televise the storm sewer to aid in defining needed improvements.
- Construction staking includes three mobilizations for storm staking, 1 mobilization for median staking and 1 mobilization for monument replacement.
- Catch basins to be clear of debris prior to survey.
- Topographic survey to be completed without substantial snow cover.

Per the Request for Proposal, we have assumed full-time onsite inspection for 12 weeks of construction (40 hours per week). Actual construction efforts will depend upon the final bidding documents, contractor and weather.

## VALUE ADDED SERVICES NOT IN SCOPE

As discussed in our proposal and shown in our improvements map, there are several items not included in the RFP that the City of Hermantown may want to consider to add to the success of this project. These items are outside our current scope and are not included in our Cost Proposal. The items our team have identified during our project exploration include:

### Striping Improvement on Loberg Road at Highway 53

The current striping on Loberg Road north of Market Street includes a continuous two way center turn lane that terminates at the south entrance into Walmart. North of the entrance is a painted median. In this area the drive lane widens until the intersection where it splits into a dedicated right and left turn lane. This condition results in confusion for motorists. Typically, in an area like this we would recommend defining and aligning the through lane with the heaviest use turning movement. If this could not be accomplished, advanced signing should be installed to inform motorists that left turn lane must turn left. For improved safety for the City and motorists, we would recommend improvements in this area. If desired, we would present options for the City to base their decision on.

### Striping Improvement on Loberg Road at Market Street

The current striping on Loberg Road north bound lanes is 2 lanes of traffic that get moved left at the Market Street intersection. Currently the centerline striping near the intersection ends and eventually continues as a dedicated left and through/right turn lane. The current condition is likely confusing for motorists with lack of in between striping, no advanced signing, and a crest curve not allowing visability. In situations such as this, the in place striping would typically either merge traffic into one lane prior to the dedicated left turn lane to shelter the left turn lane or continue the centerline striping to connect to the turn lane striping and provide advanced signing for the dedicated left turn lane. In order to control traffic for safety reasons, we would propose to modify the striping in this area for the benefit of the City and motorists. If desired, we would present options for the City to base their decision on.

### Drainage Easement at Hermantown Clinic

During our work at the Hermantown Clinic site, SEH identified the existing City ditch on the south side of the Clinic is on private property. This drainage way transports water from the catch basins on the east side of Loberg Road south and then east where it ultimately crosses Market Street to the south. The City is responsible for the maintenance of this ditch. The portion of the ditch running to the east is approximately 6 feet into private property. It may be in the City's best interest to acquire a drainage easement in this area to ensure future access for City maintenance.

### DTA Bus Stop Pullout at Haines Road

There is an existing DTA bus stop on east bound Market Street and the Haines Road intersection. The current stop is signed but does not allow for a bus to pull off the through lane of traffic. Since this is now a dedicated through/right turn lane, the City may want to consider adding a bus pullout in this area. Adding a pullout area would likely involve a wetland impact and possibly acquisition of a roadway easement.

### Certification of Walmart Addition Plat Corner

Since this is a subdivisional PLSS Corner, state statute does not require a Certificate of Location of Government Corner to be filed. However, since several recorded plats rely on this corner as an exterior boundary marker, documenting our actions will assure continuity in survey records which can have a direct effect on private property rights. We propose to create and file a corner certificate so that a permanent record

will be readily available through the County Recorder and County Surveyor. The resulting convenience in records access should help create efficiency in the form of reduced calls to the City of Hermantown for survey records requests.

If the City should choose to move forward with any of these Value Added services, we will meet to discuss the scope of this work and provide a separate estimate to complete.

Should additional services become necessary during the design of this project, they will be discussed as they arise. For this work, we will charge our standard hourly rates.

The terms of this cost proposal are valid for the length of this project.

By selecting SEH, the City of Hermantown can be confident knowing we will focus our energy and expertise on providing the highest quality of services that will ultimately result in a successful and exceptional outcome for the Market Street and Loberg Road project!

Respectfully submitted,

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Matt Bolf, PE
Prinicipal

sa
Attachments
c: File

s:\fjh\hermt\common\proposals\138839 hermt p-market st & loberg\hermt 138839 cost proposal final.docx

**Client:** City of Hermantown, Minn.
**Project Name:** Market Street / Loberg Road Improvements
**SEH Project No.** HERMT P-138839
**Date Prepared:** November 8, 2016

| | Billing Title | Project Manager | Professional Engineer | Graduate Engineer | Technician | Registered Land Surveyor | Survey Crew Chief | Professional Engineer | Resident Project Representative | Accounting Rep | Admin Tech | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Employee Name | Bolf / Krysiak | Hedlund / Ryan | Yngsdal / Anderson | Orleskie | Larsen | Survey Crew | Sohrweide | Henry | Austin | Hayes | EXPENSES | |
| Task #1 - Project Management | | | | | | | | | | | | | |
| 1.0 | Contract and General | | | | | | | | | | | | |
| | Develop Contract | 1 | | | | | | | | 1 | | | |
| | Create Project in Accounting System | | | | | | | | | 1 | 1 | | |
| | Develop Project Management Plan | 1 | | | | | | | | | | | |
| | Invoice Management (12 Months) | 3 | | | | | | | | 6 | | | |
| | St. Louis County Coordination | 4 | | | | | | | | | 1 | | |
| | Subtotal Hours | 9 | | | | | | | | 8 | 2 | | 19 |
| | Subtotal Labor Fees | $1,485.00 | | | | | | | | $760.00 | $160.00 | | $2,405.00 |
| 1.1 | Meetings (Notice, Agenda, Materials, Minutes) | | | | | | | | | | | | |
| | Kickoff meeting with City Staff | 4 | | 4 | | | | | 4 | | 1 | | |
| | Kickoff meeting with SEH Staff | 2 | 2 | 2 | 2 | | | | 1 | | | | |
| | Initial Costs & Alternatives Meeting | 2 | | 2 | | | | | | | 1 | | |
| | 30% Design Meeting | 2 | | 1 | 1 | | | | | | 1 | | |
| | 60% Design Meeting | 2 | | 1 | 1 | | | | | | 1 | | |
| | 90% Design Meeting | 2 | | 1 | 1 | | | | | | 1 | | |
| | Final design review meeting | 2 | | 1 | 1 | | | | | | 1 | | |
| | Public Meeting 1 - ASSUME 2 Exibits | 4 | | 4 | 4 | | | | | | 4 | | |
| | Utility Coordination Meeting | 1 | | 4 | | | | | | | | | |
| | Subtotal Hours | 21 | 2 | 20 | 10 | | | | 5 | | 10 | | 68 |
| | Subtotal Labor Fees | $3,465.00 | $270.00 | $1,900.00 | $800.00 | | | | $550.00 | | $800.00 | | $7,785.00 |
| 1.2 | Project Correspondence | | | | | | | | | | | | |
| | Written Client Updates | 4 | | | | | | | | | 4 | | |
| | Subtotal Hours | 4 | | | | | | | | | 4 | | 8 |
| | Subtotal Labor Fees | $660.00 | | | | | | | | | $320.00 | | $980.00 |
| | Task Hours Summary | 34 | 2 | 20 | 10 | | | | 5 | 8 | 16 | | 95 |
| | Task Labor Fee Summary | $5,610.00 | $270.00 | $1,900.00 | $800.00 | | | | $550.00 | $760.00 | $1,280.00 | | $11,170.00 |
| Task #2 - Preliminary Engineering / Field Investigation | | | | | | | | | | | | | |
| 2.0 | Data Collection | | | | | | | | | | | | |
| | Collect Data from Client / Review As-built | 1 | | 4 | | | | | 1 | | | | |
| | Review Previous Reports and Studies | | | | | | | | | | | | |
| | Review Geotechnical Reports | | | | | | | | | | | | |
| | Familiarize with Client Standards | | | | | | | | | | | | |
| | Collect Site Video Log | | | | | | | | 4 | | | | |
| | Utility One Call & Private Utility Maps | | | 4 | | | | | | | | | |
| | Review Geotechnical Reports | 1 | | 1 | | | | | | | | | |
| | Subtotal Hours | 2 | | 9 | | | | | 5 | | | | 16 |
| | Subtotal Labor Fees | $330.00 | | $855.00 | | | | | $550.00 | | | | $1,735.00 |

SEH

**Client:** City of Hermantown, Minn.
**Project Name:** Market Street / Loberg Road Improvements
**SEH Project No.** HERMT P-138839
**Date Prepared:** November 8, 2016

| | Billing Title | Project Manager | Professional Engineer | Graduate Engineer | Technician | Registered Land Surveyor | Survey Crew Chief | Professional Engineer | Resident Project Representative | Accounting Rep | Admin Tech | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Employee Name | Bolf / Krysiak | Hedlund / Ryan | Yngsdal / Anderson | Orleskie | Larsen | Survey Crew | Sohrweide | Henry | Austin | Hayes | EXPENSES | |
| 2.1 | Field Investigation / Topographic Survey | | | | | | | | | | | | |
| | Field Walk with City - identify desired improvements | 4 | | 4 | | | | | 4 | | | | |
| | Field Walk - modify improvements based on initial cost estimate | 2 | | 2 | | | | | | | | | |
| | Set Control / Tie in Monuments | | | 1 | | 1 | 8 | | | | | $20 | |
| | Topographic survey of identifed improvements | | | 2 | | 1 | 16 | | | | | $40 | |
| | Supplemental Topo | | | 1 | | 1 | 8 | | | | | $20 | |
| | Subtotal Hours | 6 | | 10 | | 3 | 32 | | 4 | | | 80 | 55 |
| | Subtotal Labor Fees | $990.00 | | $950.00 | | $420.00 | $3,680.00 | | $440.00 | | | $80 | $6,560.00 |
| | | | | | | | | | | | | | |
| 2.2 | Preliminary Street and Utility Design | | | | | | | | | | | | |
| | Reduce Survey Data into Basemap, Add Utility Data & Labels | | | 2 | 6 | | | | | | | | |
| | Typical Sections | 0.5 | | 2 | | | | | | | | | |
| | Establish Alignment | | | 1 | | | | | | | | | |
| | Create Final 2D Geometric Layout | 1 | | 2 | 7 | | | | | | | | |
| | Create Exisitng Pipe Networks (Storm) | | | 8 | | | | | | | | | |
| | Traffic Control & Median Design | 0.5 | | | 2 | | | 4 | | | | | |
| | Subtotal Hours | 2 | | 15 | 15 | | | 4 | | | | | 36 |
| | Subtotal Labor Fees | $330.00 | | $1,425.00 | $1,200.00 | | | $740.00 | | | | | $3,695.00 |
| | | | | | | | | | | | | | |
| 2.3 | Cost Estimating | | | | | | | | | | | | |
| | Prepare Initial Cost Estimate | 1 | | 2 | | | | | | | | | |
| | Prepare 30% Cost Estimate | 0.5 | | 2 | | | | | | | | | |
| | Prepare 60% Cost Estimate | 0.5 | | 4 | 4 | | | | | | | | |
| | Prepare 90% Cost Estimate | 0.5 | | 2 | | | | | | | | | |
| | Prepare Engineer's Estimate for State Aid Submittal | 1 | | 2 | | | | | | | | | |
| | | | | | | | | | | | | | |
| | Subtotal Hours | 3.5 | | 12 | 4 | | | | | | | | 19.5 |
| | Subtotal Labor Fees | $577.50 | | $1,140.00 | $520.00 | | | | | | | | $2,037.50 |
| | | | | | | | | | | | | | |
| | Task Hours Summary | 14 | | 46 | 19 | 3 | 32 | 4 | 9 | | | | 127 |
| | Task Labor Fee Summary | $2,227.50 | | $4,370.00 | $1,520.00 | $420.00 | $3,680.00 | $740.00 | $990.00 | | | $80.00 | $14,027.50 |
| | | | | | | | | | | | | | |
| Task #3 - Final Design / Bid Documents | | | | | | | | | | | | | |
| 3.0 | Develop Construction Plans | | | | | | | | | | | | |
| | Title Sheet | | | | 1 | | | | | | | | |
| | Sheet Orientation, Alignment & Survey Control | | | | 4 | | | | | | | | |
| | Estimated Quantities & Tabulations | 1 | | 12 | 12 | | | | | | | | |
| | Typical Sections | 1 | | 2 | 4 | | | | | | | | |
| | Traffic Control / Detour Plan | 1 | | 3 | 6 | | | 4 | | | | | |
| | Erosion Control (Design & Plans) | | | 5 | 5 | | | | | | | | |
| | Plan and Profile Sheets - Street and Storm (4 Sheets @ 30 Scale) | 1 | | 4 | 20 | | | | | | | | |
| | Storm Leads | | 2 | 2 | 4 | | | | | | | | |
| | Intersection & Ped Ramps Layouts | | | 22 | | | | | | | | | |
| | Pavement Markings/Signing (Design & Plans) | | | 6 | 6 | | | | | | | | |

SEH

**Client:** City of Hermantown, Minn.
**Project Name:** Market Street / Loberg Road Improvements
**SEH Project No.** HERMT P-138839
**Date Prepared:** November 8, 2016

| | Billing Title | Project Manager | Professional Engineer | Graduate Engineer | Technician | Registered Land Surveyor | Survey Crew Chief | Professional Engineer | Resident Project Representative | Accounting Rep | Admin Tech | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Employee Name | Bolf / Krysiak | Hedlund / Ryan | Yngsdal / Anderson | Orleskie | Larsen | Survey Crew | Sohrweide | Henry | Austin | Hayes | EXPENSES | |
| | Details/Standard Plates | | | | 4 | | | | | | | | |
| | QC Review (MnDOT Standards, etc.) | 4 | 4 | 4 | | | | | | | | | |
| | Constructability Review | | | | | | | | 4 | | | | |
| | Project site walkthrough plan review | 2 | | 2 | | | | | 2 | | | | |
| | Subtotal Hours | 10 | 6 | 62 | 66 | | | 4 | 6 | | | | 154 |
| | Subtotal Labor Fees | $1,650.00 | $810.00 | $5,890.00 | $5,280.00 | | | $740.00 | $660.00 | | | | $15,030.00 |
| 3.1 | Project Manual | | | | | | | | | | | | |
| | Contract forms and Conditions | 2 | | | | | | | | | 0.5 | | |
| | Supplementary conditions | 2 | | | | | | | | | 0.5 | | |
| | Special provisions | 2 | | | | | | | | | 4 | | |
| | Technical specifications | 2 | | | | | | | | | 4 | | |
| | Quality control review | 2 | 2 | | | | | | | | 1 | | |
| | Subtotal Hours | 10 | 2 | | | | | | | | 10 | | 22 |
| | Subtotal Labor Fees | $1,650.00 | $270.00 | | | | | | | | $800.00 | | $2,720.00 |
| 3.2 | Agency Reviews/Submittals | | | | | | | | | | | | |
| | 30% Review | | | 2 | 4 | | | | | | | | |
| | 60% Review | | | 2 | 4 | | | | | | | | |
| | 90% Review | | | 2 | 4 | | | | | | | | |
| | 100% Owner Review | | | 2 | 4 | | | | | | | | |
| | MnDOT Review | 2 | | | 2 | | | | | | | | |
| | MnDOT Plan Submittal Documents | 2 | | 4 | | | | | | | | | |
| | Subtotal Hours | 4 | | 12 | 18 | | | | | | | | 34 |
| | Subtotal Labor Fees | $660.00 | | $1,140.00 | $1,440.00 | | | | | | | | $3,240.00 |
| 3.3 | Bidding | | | | | | | | | | | | |
| | Prepare electronic bidding documents | 0.5 | | | | | | | | | 6 | | |
| | Respond to bid questions | 4 | | 2 | | | | | | | | | |
| | Prepare addenda | 2 | | | | | | | | | 2 | | |
| | Attend bid opening | 2 | | 2 | | | | | | | | | |
| | Prepare tabulation of bid | | | | | | | | | | 1 | | |
| | Prepare award recommendation letter | 0.5 | | | | | | | | | 1 | | |
| | Subtotal Hours | 9 | | 4 | | | | | | | 10 | | 23 |
| | Subtotal Labor Fees | $1,485.00 | | $380.00 | | | | | | | $800.00 | | $2,665.00 |
| | Task Hours Summary | 33 | 8 | 78 | 84 | | | 4 | 6 | | 20 | | 233 |
| | Task Labor Fee Summary | $5,445.00 | $1,080.00 | $7,410.00 | $6,720.00 | | | $740.00 | $660.00 | | $1,600.00 | | $23,655.00 |
| Task #4 - Construction Services | | | | | | | | | | | | | |
| 4.0 | Preconstruction Activities | | | | | | | | | | | | |
| | Preconstruction Meeting (Agenda, Attend, Minutes) | 2 | | | | | | | 2 | | 2 | | |
| | Review Shop Drawings | 2 | | | | | | | 4 | | | | |
| | Prepare Docs (Diaries, IRA's, Pay Apps, Weekly Update) | | | | | | | | 4 | | 4 | | |

SEH

**Client:** City of Hermantown, Minn.
**Project Name:** Market Street / Loberg Road Improvements
**SEH Project No.** HERMT P-138839
**Date Prepared:** November 8, 2016

| | Billing Title | Project Manager | Professional Engineer | Graduate Engineer | Technician | Registered Land Surveyor | Survey Crew Chief | Professional Engineer | Resident Project Representative | Accounting Rep | Admin Tech | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Employee Name | Bolf / Krysiak | Hedlund / Ryan | Yngsdal / Anderson | Orleskie | Larsen | Survey Crew | Sohrweide | Henry | Austin | Hayes | EXPENSES | |
| | Subtotal Hours | 4 | | | | | | | 10 | | 6 | | 20 |
| | Subtotal Labor Fees | $660.00 | | | | | | | $1,100.00 | | $480.00 | | $2,240.00 |
| | | | | | | | | | | | | | |
| 4.1 | Construction Administration | | | | | | | | | | | | |
| | Project Management (12 Weeks Construction) | 6 | | | | | | | | | | | |
| | Engineering Support | 4 | | 8 | 6 | | | | | | | | |
| | Weekly Construction Meetings & Minutes | 6 | | 6 | | | | | | | 6 | | |
| | Prepare & Review Payment Applications (ASSUME 3 TOTAL) | 1 | | | | | | | 3 | | 3 | | |
| | Material Testing Coordination | 1 | | | | | | | 4 | | | | |
| | Certified Payroll Review | | 12 | | | | | | | | | | |
| | Subtotal Hours | 18 | 12 | 14 | 6 | | | | 7 | | 9 | | 66 |
| | Subtotal Labor Fees | $2,970.00 | $1,620.00 | $1,330.00 | $480.00 | | | | $770.00 | | $720.00 | | $7,890.00 |
| | | | | | | | | | | | | | |
| 4.2 | Construction Staking | | | | | | | | | | | | |
| | Catch basins, median, ped ramps, monuments | | | 2 | | 2 | 24 | | | | | $100 | |
| | Subtotal Hours | | | 2 | | 2 | 24 | | | | | | 28 |
| | Subtotal Labor Fees | | | $190.00 | | $280.00 | $2,760.00 | | | | | $100 | $3,330.00 |
| | | | | | | | | | | | | | |
| 4.3 | Construction Observation | | | | | | | | | | | | |
| | Full time observation - ASSUME 12 Weeks @ 40 Hours / Week | | | | | | | | 480 | | | $1,200 | |
| | Subtotal Hours | | | | | | | | 480 | | | | 480 |
| | Subtotal Labor Fees | | | | | | | | $52,800.00 | | | $1,200 | $54,000.00 |
| | | | | | | | | | | | | | |
| 4.4 | Project Closeout | | | | | | | | | | | | |
| | Develop project punchlist | 4 | | | | | | | 4 | | | | |
| | Punchlist coordination | | | | | | | | 8 | | | | |
| | As-Built Survey | | | 1 | | | 8 | | | | | $100 | |
| | Complete as built drawings | 1 | | 4 | 8 | | | | | | | | |
| | Coordinate Final Payment Paperwork with Contractor | 4 | | | | | | | 4 | | | | |
| | Recommend Final Payment Letter | 1 | | | | | | | | | 1 | | |
| | MnDOT Closeout Paperwork | 4 | | | | | | | 8 | | 2 | | |
| | Subtotal Hours | 14 | | 5 | 8 | | 8 | | 24 | | 3 | | 62 |
| | Subtotal Labor Fees | $2,310.00 | | $475.00 | $640.00 | | $920.00 | | $2,640.00 | | $240.00 | $100 | $7,325.00 |
| | | | | | | | | | | | | | |
| | Task Hours Summary | 36 | 12 | 21 | 14 | 2 | 32 | | 521 | | 18 | | 656 |
| | Task Labor Fee Summary | $5,940.00 | $1,620.00 | $1,995.00 | $1,120.00 | $280.00 | $3,680.00 | | $57,310.00 | | $1,440.00 | $1,400 | $74,785.00 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROJECT HOURS SUMMARY | 116.5 | 22 | 165 | 127 | 5 | 64 | 8 | 541 | 8 | 54 | | 1,110.5 |
| PROJECT TOTAL FEE SUMMARY | $19,222.50 | $2,970.00 | $15,675.00 | $10,160.00 | $700.00 | $7,360.00 | $1,480.00 | $59,510.00 | $760.00 | $4,320.00 | $1,480.00 | $123,637.50 |

# SEH Hourly Billable Rate Range

| *Classification* | *Billable Rate* |
|---|---|
| **Office Staff** | |
| Project Manager/Sr. Engineer | $165.00 - $185.00 |
| Professional Engineer | $135.00 |
| Graduate Engineer | $95.00 |
| Senior Technician/RPR | $110.00 |
| Technician | $80.00 |
| Administrative Assistant | $80.00 |
| Accounting Rep | $95.00 |
| **Field Staff** | |
| Professional Land Surveyor | $140.00 |
| Senior Survey Crew Chief | $103.00 |
| **Equipment** | |
| Total Station with AutoLock | $20.00/hour |
| Survey Grade GPS | $25.00/hour |
| GeoXT/HR GPS | $15.00/hour |

City Council Agenda Report
November 21, 2016

Resolution 2016-146
Agenda Item: 12-D

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

The City of Hermantown MINNESOTA

**DATE:** **November 16, 2016** **Meeting Date:** **11/21/16**

**SUBJECT:** **Material Testing Contract – EPC** **Agenda Item:** **Resolution 2016-146 12- D**

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**REQUESTED ACTION**

**Approve agreement for material testing services for Stebner Road Project**

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**BACKGROUND**

Northland Consulting Engineers has reviewed all (4) Proposals received for Geotechnical Services & Material Testing for the Rehabilitation of Market Street & Loberg Road. After review all companies provided a complete proposal in response to the RFP. NCE recommends that Geotechnical Services and Material Testing be awarded to the low proposal from EPC at a cost of $5,785.00. EPC's proposal is attached. Complete results below.

| Geotechnical Proposal Results | EPC | Twin Ports | AET | Braun |
|---|---|---|---|---|
| Geotechnical Report | $ 2,480.00 | $3,000.00 | $ 3,900.00 | $ 4,845.00 |
| Construction Material Testing | $ 3,305.00 | $4,768.00 | $ 5,200.00 | $ 9,370.00 |
| **Total Proposal** | $ 5,785.00 | $7,768.00 | $ 9,100.00 | $14,215.00 |

This part of the quality assurance on this project. In the past, the material testing was done by the project engineer, but it was decided to have a separate contract for this process.

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**SOURCE OF FUNDS (if applicable)**

State & Federal Funds for the project

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**ATTACHMENTS**

**Project Proposal**

**Resolution No. 2016-146**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT WITH EPC ENGINEERING & TESTING FOR STREET IMPROVEMENT DISTRICT NO. 528-N (MARKET STREET AND LOBERG AVENUE)**

WHEREAS, the City of Hermantown ("City") desires to obtain a Material Testing Services for Street Improvement District No. 528-N (Market Street and Loberg Avenue); and

WHEREAS, City and EPC Engineering & Testing desire to enter into an Agreement for Professional Services for Material Testing Services for Street Improvement District No. 528-N ("Agreement") as shown on Exhibit A attached hereto in which EPC Engineering & Testing provides Material Testing Services to the City not to exceed $5,785 pursuant to the terms of the Agreement; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to EPC Engineering & Testing the Agreement for Geotechnical Report for Street Improvement District No. 528-N (Market Street and Loberg Avenue) substantially in the form attached hereto as Exhibit A.

2. The source of payment for the geotechnical services will be City Fund No. 402-431150-319.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

**EPC Engineering & Testing**
**Geotechnical • Environmental • Materials Engineering**
539 Garfield Avenue (218) 727-1239
Duluth, Minnesota 55802 (218) 727-1248 fax

November 11, 2016

City of Hermantown
c/o Northland Consulting Engineers
102 S. First Ave. W., #1
Duluth, MN 55806

Attn: Mr. David Bolf, PE – City Engineer

Re: Geotechnical Exploration and Construction Testing
Proposed Rehabilitation of Market St. and Loberg Rd
Hermantown, MN

Dear Mr.Bolf,

EPC Engineering & Testing (EPC) is pleased to respond to your Request for Proposal (RFP) for the above referenced project. Our proposal is based on the information provided in your e-mail communications from November 11, 2016 and EPC's subsequent site visit. It is our understanding you requesting a two phased proposal for both geotechnical investigation and subsequent material testing during construction, as described below.

## PHASE I – GEOTECHNICAL ENGINEERING INVESTIGATION

It is our understanding you are requesting five (5) SPT soil borings estimated to be 10 feet each. Laboratory testing will be performed on samples retrieved to assist with classification and to determine design parameters, and a preliminary (fax) and final geotechnical engineering report will be prepared in regard to the soils encountered and proposed roadway design section.

Proposed costs for Phase I of this project are as follows:

| | | |
|---|---|---|
| Drilling (5 borings, est. 50 feet total, all equipment) | $ | 750.00 |
| Traffic Control / Signage | $ | 200.00 |
| Testing (Moisture and Visual and Classification, hydrometer and Atterberg Limits) | $ | 530.00 |
| Geotechnical Engineering Report (L.S.) | $ | 700.00 |
| Mobilization (Rigs and crew for 1 day) | $ | 300.00 |
| **ESTIMATED TOTAL** | **$** | **2,480.00** |

EPC recommends that bedrock cores be considered to be performed to determine the identity of refusal material, if refusal depths/elevations are encountered and are deemed critical.

Currently, scheduling would permit EPC to perform the fieldwork for this project during the first or second week of December, 2016. Fieldwork is estimated to take 1 day. Verbal results could be available within the week and a final report in about two weeks, sooner if needed.

## PHASE II – CONSTRUCTION MATERIALS TESTING

EPC Engineering & Testing (EPC) is pleased to respond to the above referenced Request for Proposal (RFP). Following is a summarized list of prices estimated for the construction materials testing for the project. The quantities were estimated from information supplied by you in conjunction with our experience with construction materials testing in accordance with MnDOT Materials Control Schedule. The contractor's schedule could change the time required to complete a task. However, the unit rates presented will remain the same until the project is completed. The client is responsible to provide adequate notification for testing to be performed. We trust you will find the following in order.

**Testing of Concrete (based on 2016 SALT):**

| | | |
|---|---|---|
| Plant (batch ticket) Inspection (est. 3 hrs @ $75) | | $ 225.00 |
| Plant I Aggregate Gradation Testing (3) Coarse and Fine Aggregates) | | $ 540.00 |
| 6 tests/concrete pours including; slump, air, temp, 4 cylinders, & 1.5 hrs labor @ $ 125 per pour | | $ 750.00 |
| 24 compressive strength tests @ $ 18 each | | $ 432.00 |
| Concrete Cylinder Pick-up charge, if not on-site for other work; $ 43 each, est. 1 | | $ 43.00 |
| | Subtotal | $ 1,371.00 |

**Bituminous Pavement Testing (based on 2016 SALT):**

| | | |
|---|---|---|
| Core Density (assuming Specified Density) (est. 4 at $ 35 each) | | $ 140.00 |
| Labor to obtain Samples Mix and Cores (split w/contractor): Est. 5 hrs @ $75 hr | | $ 375.00 |
| | Subtotal | $ 515.00 |

**Mobilization:**

| | | |
|---|---|---|
| Est.10 local trips @ $ 43 each including; vehicle and mileage | | $ 430.00 |
| | Subtotal | $ 430.00 |

**Reporting:**

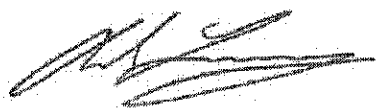
| | | |
|---|---|---|
| MnDOT Reporting and Project Management including:<br>(4 hrs Tech @ $ 75, 2 hrs Engineer @ $ 105) | | $ 510.00 |
| | Subtotal | $ 510.00 |
| | **CONSTRUCTION MATERIALS TOTAL** | **$ 3,305.00** |

The above total is an estimate. The actual total will be billed on a time and materials basis. The above total should be adequate for a project of this size and will not be exceeded without the approval of the client. Generally speaking, construction materials testing will usually amount to one-half to one percent of the total project cost of a normal building construction project (one to two percent for normal roadway construction).

The above rates (and the attached testing rates) are based on work being performed up to an 8-hour period from 7:00AM to 5:00PM, Monday through Friday. Over 8-hours and/or outside of this time period and all of Saturday would be charged at the applicable rate times 1.25. Sundays and holidays would be 1.5 times the rate.

We would like to thank you for considering EPC for this project. If you have any questions or comments please call.

Sincerely,
**EPC Engineering & Testing**



Chad R. Lowney, ICC
Senior Estimator
(218) 341-9142 (C)

Reviewed by,
Brian E. McVean
Senior Partner

Enclosure: Qualifications Statement

This proposal is subject to the General Conditions of Service, a copy of which is attached and hereto made a part of this proposal.

Upon acceptance of this proposal, along with the general conditions and terms of service, please sign and return one copy to us, for our records, as our authorization to proceed with this project.

Signed_____

Date_____

Printed
Name_____

Title_____

Company_____

BRAUN INTERTEC
The Science You Build On.

# Project Proposal

**QTB034067**

**MSAS 103 (Stebner Road) S.P. 202-103-009**

| Client: | Work Site Address: | Service Description: |
|---|---|---|
| City of Hermantown<br>John Mulder<br>5105 Maple Grove Road<br>Hermantown, MN 55811 | MSAS 103 (Stebner Road)<br>Hermantown, MN | Construction Materials Testing |

| | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| **Phase 1** | **MnDOT Testing** | | | | |
| **Activity 1.1** | **Soil Testing** | | | | **$9,395.00** |
| 217 | **Compaction Testing - Sandcone & DCP** | 60.00 | Hour | 70.00 | $4,200.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Utilities* — *10.00* — *Trips* — *2.00* — *20.00* | | | | |
| | *Select Granular Borrow* — *3.00* — *Trips* — *2.00* — *6.00* | | | | |
| | *Granular Borrow* — *1.00* — *Trips* — *2.00* — *2.00* | | | | |
| | *Aggregate Base* — *16.00* — *Trips* — *2.00* — *32.00* | | | | |
| 209 | **Sample pick-up** | 10.00 | Hour | 70.00 | $700.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Sample Pickups* — *10.00* — *Trips* — *1.00* — *10.00* | | | | |
| 1162 | **Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample** | 22.00 | Each | 135.00 | $2,970.00 |
| 1688 | **Percent crushed (ASTM D5821), per sample** | 1.00 | Each | 83.00 | $83.00 |
| 1861 | **CMT Trip Charge** | 30.00 | Each | 15.00 | $450.00 |
| 1152 | **Moisture content (ASTM D 2216), per sample** | 22.00 | Each | 16.00 | $352.00 |
| 265 | **Senior Engineer-Excavataion Observation** | 4.00 | Hour | 160.00 | $640.00 |
| **Activity 1.2** | **Concrete Testing** | | | | **$14,110.00** |
| 261 | **Concrete Testing** | 62.00 | Hour | 70.00 | $4,340.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Sidewalks* — *9.00* — *Trips* — *2.00* — *18.00* | | | | |
| | *Curb & Gutter* — *20.00* — *Trips* — *2.00* — *40.00* | | | | |
| | *Exterior Concrete & Driveway Aprons* — *2.00* — *Trips* — *2.00* — *4.00* | | | | |
| 1364 | **Compressive strength of concrete cylinders (ASTM C 39), per specimen** | 93.00 | Each | 25.00 | $2,325.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Sidewalks* — *9.00* — *Set* — *3.00* — *27.00* | | | | |
| | *Curb & Gutter* — *20.00* — *Set* — *3.00* — *60.00* | | | | |
| | *Exterior Concrete & Driveway Aprons* — *2.00* — *Set* — *3.00* — *6.00* | | | | |
| 1162 | **Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample** | 20.00 | Each | 135.00 | $2,700.00 |
| 215 | **Concrete Ready Mix Plant Monitoring** | 30.00 | Hour | 90.00 | $2,700.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Sidewalks* — *3.00* — *Trips* — *3.00* — *9.00* | | | | |
| | *Curb & Gutter* — *6.00* — *Trips* — *3.00* — *18.00* | | | | |
| | *Driveways* — *1.00* — *Trips* — *3.00* — *3.00* | | | | |
| 278 | **Concrete Cylinder Pick up** | 17.00 | Hour | 70.00 | $1,190.00 |
| | *Work Activity Detail* — *Qty* — *Units* — *Hrs/Unit* — *Extension* | | | | |
| | *Cylinder Pickup* — *17.00* — *Trips* — *1.00* — *17.00* | | | | |
| 1861 | **CMT Trip Charge** | 57.00 | Each | 15.00 | $855.00 |
| **Activity 1.3** | **Pavement Testing** | | | | **$11,015.00** |
| 1530 | **Asphalt Content (ASTM D 2172/6307), per sample** | 5.00 | Each | 150.00 | $750.00 |
| 1532 | **Extracted aggregate gradation (ASTM D 5444), per sample** | 5.00 | Each | 108.00 | $540.00 |

BRAUN INTERTEC
The Science You Build On.

# Project Proposal

**QTB034067**

**MSAS 103 (Stebner Road) S.P. 202-103-009**

| | | | | | | |
|---|---|---|---|---|---|---|
| | 1542 | **Thickness and density of pavement core (ASTM D 2726)** | | 40.00 Each | 53.00 | $2,120.00 |
| | 222 | **Bituminous Verification Testing** | | 60.00 Hour | 90.00 | $5,400.00 |
| | | *Work Activity Detail* | *Qty Units* | *Hrs/Unit* | *Extension* | |
| | | *Bituminous Plant Monitoring* | *5.00 Trips* | *8.00* | *40.00* | |
| | | *Mark Cores & Observe Contractor* | *5.00 Trips* | *4.00* | *20.00* | |
| | 1528 | **Rice specific gravity (ASTM D 2041), per sample** | | 5.00 Each | 83.00 | $415.00 |
| | 1705 | **Fine Aggregate Angularity (ASTM C1252), per sample** | | 5.00 Each | 80.00 | $400.00 |
| | 1568 | **Gyratory gravity (AASHTO T312), per sample** | | 5.00 Each | 180.00 | $900.00 |
| | 1688 | **Percent crushed (ASTM D5821), per sample** | | 5.00 Each | 83.00 | $415.00 |
| | 1861 | **CMT Trip Charge** | | 5.00 Each | 15.00 | $75.00 |
| **Activity 1.4** | | **Project Management, Engineering Review & Oversight** | | | | **$5,400.00** |
| | 226 | **Project Manager** | | 20.00 Hour | 150.00 | $3,000.00 |
| | 228 | **Senior Project Manager** | | 5.00 Hour | 160.00 | $800.00 |
| | 238 | **Project Assistant** | | 8.00 Hour | 75.00 | $600.00 |
| | 2227 | **Final report** | | 1.00 Each | 1,000.00 | $1,000.00 |
| | | | | | **Phase 1 Total:** | **$39,920.00** |

| | |
|---|---|
| Proposal Total: | $39,920.00 |

**CITY OF HERMANTOWN**

**AGENDA**

**Preliminary Agenda Meeting Monday, November 21, 2016 @ 5:00 p.m. – Large Conference Room**

**City Council Continuation Meeting November 21, 2016 @ 6:30 p.m. – Council Chambers City Administrative Services Building**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed)*

5. **PUBLIC HEARING** – *(only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*

6. **COMMUNICATIONS**

7. **PRESENTATIONS** *(Department Heads may give reports if necessary)*

   John Mulder, City Administrator
   RE: 2017 City Council Meetings

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item.) The time limit is three minutes per person.)*

9. **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 so 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 the November 7, 2016 City Council Meeting

   B. **Accounts Payable** – Approve general city warrants from November 1, 2016 through November 14, 2016 in the amount of $245,426.10

10. **MOTIONS**

   A. Motion to approve/deny the new On Sale/Sunday Liquor License for Do North Pizza.

   (motion, roll call)

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

**11. ORDINANCES**

**A. 2016-58** An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (SW ¼ Of the SW ¼ Of the NE ¼ Of the SW ¼ of Section 5, Township 50, Range 15W)

Second Reading

(motion, roll call)

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

**A. 2016-143** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement For Snowplowing Services For Hermantown Community Schools, ISD 700

(motion, roll call)

**B. 2016-144** Resolution Amending Policy Implementing And Allowing Expenditures For An Employee Recognition Program And Other Public Purposes

(motion, roll call)

**C. 2016-145** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering Services With Short-Elliot-Hendrickson, Inc. (SEH) For Street Improvement District N0. 528-N Market Street And Loberg Avenue Reconstruction In An Amount Not To Exceed $123,637

(motion, roll call)

**D. 2016-146** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement With EPC Engineering & Testing For Street Improvement District No. 528-N (Market Street and Loberg Avenue)

(motion, roll call)

**13. RECESS**

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

City Council Agenda Process
**Dates for 2017**

| **Resolutions & Ordinances Ready** | **Packets Delivered** | **City Council Meeting Date** |
|---|---|---|
| 12/27/2016 | 12/29/2016 | 01/03/2017 |
| | | 01/16/2017 – Holiday |
| 01/10/2017 | 01/11/2017 | 01/17/2017 |
| 01/31/2017 | 02/02/2017 | 02/06/2017 |
| | | 02/20/2017 – Holiday |
| | | **– Work Session** |
| 02/28/2017 | 03/01/2017 | 03/06/2017 |
| 03/14/2017 | 03/15/2017 | 03/20/2017 |
| 03/28/2017 | 03/29/2017 | 04/03/2017 |
| 04/11/2017 | 04/12/3017 | 04/17/2017 |
| 04/25/2017 | 04/26/2017 | 05/01/2017 |
| 05/09/2017 | 05/10/2017 | 05/15/2017 |
| | | **– Work Session** |
| 05/30/2017 | 05/31/2017 | 06/05/2017 |
| 06/13/2017 | 06/14/2017 | 06/19/2017 |
| 06/27/2016 | 06/28/201 | 07/03/2017 |
| | | 07/05/2017 – Holiday |
| 07/11/2017 | 07/12/2017 | 07/17/2017 |
| 08/01/2017 | 08/02/2017 | 08/07/2017 |
| 08/15/2017 | 08/16/2017 | 08/21/2017 |
| | | **– Work Session** |
| | | 09/04/2017 – Holiday |
| 09/12/2017 | 09/13/2017 | 09/18/2017 |
| 09/26/2017 | 09/27/2017 | 10/02/2017 |
| 10/10/2017 | 10/11/2017 | 10/16/2017 |
| | | **– Work Session** |
| 10/31/2017 | 11/01/2017 | 11/06/2017 |
| 11/14/2017 | 11/15/2017 | 11/20/2071 |
| | | 11/23 & 24/2017 – Holiday |
| 11/28/2017 | 11/29/2017 | 12/04/2017 |
| 12/12/2017 | 12/13/2017 | 12/18/2017 |
| By Noon | On Web | |

Dates affected by Holidays are marked.
Possible dates for Work Sessions are **bold**