



## **AGENDA**

### **Pre-Agenda Meeting Tuesday, February 18, 2020 at 4:30 p.m. Large Conference Room City Hall - Hermantown Governmental Services Building**

**Pre-agenda:** The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

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### **City Council Continuation Meeting February 18, 2020 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building**

#### **Invitation to participate:**

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

#### **Order of discussion**

- 1. Reading of the resolution title by Mayor**
- 2. Motion/Second**
- 3. Staff Explanation**
- 4. Initial Discussion by City Council**
- 5. Mayor invites public to speak to the motion (3 minute rule)**
- 6. Follow up staff explanation and/or discussion by City Council**
- 7. Call of the vote**

**CITY OF HERMANTOWN  
AGENDA**

**Pre-Agenda Meeting Tuesday, February 18, 2020 at 4:30 p.m.  
Large Conference Room  
Hermantown Governmental Services Building**

**City Council Continuation Meeting February 18, 2020 at 6:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
  - A. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*  
RE: [4<sup>th</sup> Quarter Financials](#)
  - B. Eric Johnson, Community Development Director *(Pre-Agenda Only)*  
RE: [Community Development Annual Report](#)
  - C. Paul Senst, Public Works Director *(Pre-Agenda Only)*  
RE: [Snowplowing Map Report](#)
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **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 [February 3, 2020 City Council Minutes](#)
  - B. **Accounts Payable** – Approve general city warrants from February 1, 2020 through February 15, 2020 in the amount of \$1,288,040.22  
  
(motion, roll call)

**10. MOTIONS**

Motion to appoint John Geissler to the Board of Adjustment of the Duluth International Airport Joint Airport Zoning Board.

(motion, roll call)

**11. ORDINANCES**

- A. **2020-02** An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 920, Public Sewers And Private Disposal Systems, By Adding A New Section 920.05.1A, Certificate Of Building Sewer Compliance

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. **2020-14** Resolution Receiving Bids And Awarding Contract For Section 24 Sewer Spur Improvement District No. 448 In The Amount Of \$4,209,784.30

(motion, roll call)

- B. **2020-21** Resolution Appointing Election Judges For The Presidential Nomination Primary Election Of March 3, 2020

(motion, roll call)

- C. **2020-22** Resolution Approving Pay Request Number 2 To George Bougalis & Sons, Co. In The Amount Of \$137,796.97

(motion, roll call)

- D. **2020-23** Resolution Authorizing A Summary Of An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 920, Public Sewers And Private Disposal Systems, By Adding A New Section 920.05.1A, Certificate Of Building Sewer Compliance

(motion, roll call)

- E. **2020-24** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A Master Services Agreement For Professional Services With Braun Intertec Corporation And Engineering Partners, Inc.

(motion, roll call)

- F. **2020-25** Resolution Receiving Bids And Awarding Contract For 2020 Road Improvement District No. 531 & No. 532 In The Amount Of \$2,314,800.00

(motion, roll call)

- G.**     **2020-26**     Resolution Approving Authorization For Professional Services For Construction Materials Testing Services By Braun Intertec Corporation

(motion, roll call)

- H.**     **2020-27**     Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Bray & Reed, Ltd. (Prosecuting Services)

(motion, roll call)

- I.**     **2020-28**     Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Independent School District No. 700

(motion, roll call)

- J.**     **2020-29**     Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With Hermantown Night Riders Snowmobile Club

(motion, roll call)

- K.**     **2020-30**     Resolution Authorizing The City Of Hermantown To Sponsor A Grant For The Purchase Of Snowmobile Equipment By The Hermantown Night Riders

(motion, roll call)

- 13.**     **RECESS**

**DATE: 2020**

**TO: City Council Members**

**FROM: John Mulder, City Administrator**

**RE: Correspondence**

In your packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall. You are provided with the summary so that you may request a full copy of any correspondence article of interest to you. Bonnie & I have copied only the correspondence that we believe to be of special interest.

JM

1/29/2020	20-26	CNA Surety	City of Hermantown	Banket Notary Errors & Ommissions Policy	1/23/2020
2/5/2020	20-27	Stacy Melcher, St. Louis County	Bonnie Engseth, City Clerk	Classification of State Tax Forfeited Land, Resolution #20-57, dated 1/28/2020	1/30/2020
2/11/2020	20-28	Marianne Bohren, WLSSD	John Mulder, City Administrator	2019 Wastewater reatment Year-End Adjustments	2/4/2020
2/11/2020	20-29	Nicky Whitaker, Walmart	Bonnie Engseth, City Clerk	Online Grocery Pickup	2/5/2020

# City of Hermantown

(As of 12/31/19)

## Cash/Investments per Fund

	<u>Fund</u>
240 City Sales Tax Fund	6,414,513
601 Water Fund	4,325,073
602 Sewer Fund	4,579,692
101 General Fund	3,841,722
235 Park Dedication	194,732
Other	503,889
Total	<u>19,859,621</u>

## Who holds our money

4M	5,588,327
RBC	9,081,677
Wells Fargo	5,673
TD Ameritrade (EWC & Rose Road bonding)	0
National Bank of Commerce	5,083,786
MBS	100,158
Total	<u>19,859,621</u>














## How our money is invested

	12/31/2019	12/31/2017	11/30/2015
Cash	5,083,786	4,339,810	8,677,550
Short Term Investment (Money Market)	5,588,327	1,911,204	1,820,749
Investment - EWC Bonds	0		
Long Term Investment	9,187,508	13,503,052	3,924,540
Total	<u>19,859,621</u>	<u>19,754,066</u>	<u>14,422,839</u>

## Year our Investments mature

2020	3,724,000
2021	2,980,000
2022 and later	2,483,508
Total	<u>9,187,508</u>

**City of Hermantown**  
**Select Departmental and Funds Expenditure Actual to Original Budget Report**

		TARGET (Q1-Q4 2019 )	ACTUAL (Q1-Q4 2019)	PERCENT (OVER) UNDER
Administration & Finance		610,786	574,538	6%
Community Development		281,476	210,435	25%
Police Administration		2,537,722	2,603,262	-3%
Fire Administration		516,000	516,000	0%
Street Dept. (Incl. Gen Eng)		723,795	925,530	-28%
Parks		126,723	97,114	23%
General Fund Capital Equipment		213,834	213,834	0%
Facilities		328,386	285,130	13%
Other		305,384	283,571	7%
<b>General Fund Expenditure Total</b>		<b>5,644,106</b>	<b>5,709,413</b>	<b>-1%</b>
Water		1,745,826	1,256,793	28%
Sewer		2,182,856	1,122,699	49%
Stormwater		300,000	262,989	12%
<b>Sales Tax Revenue</b>		2,950,000	3,093,501	5%





Planning & Zoning Commission  
and Community Development  
Department

# 2019 Hermantown Planning & Zoning Commission

Joseph Peterson, *Chair*

Mike Lundstrom, *Vice-Chair*

Chad Scott

Brent Malvick

Corey Kolquist

Tracy Lundeen

Valerie Ouellette

Kristi Schmidt, *Council Liaison*

## Summary of Applications

In 2019 the Planning Commission held public hearings on numerous applications. The applications are listed by type, and the projects are described in the paragraphs to follow.

<b>Applications Processed:</b>	25
Rezoning	2
Commercial Industrial Development Permit	2
Planned Unit Development Amendment	2
Preliminary and Final Plat	1
Wetland Replacement Plan	5
Ordinance/Zoning Text Amendment	5
Special Use Permits	8

## DEVELOPMENT & REDEVELOPMENT

Projects that came before the Planning & Zoning Commission in 2019 are briefly summarized below:

### PRELIMINARY AND FINAL PLAT

#### 5106 Hermantown Road – Clear Vision Builders

The subdivision of an existing 5.6 acre lot into 5 lots. One lot contains the existing home and 4 new building lots.

**Action Taken:**

Planning & Zoning Commission approved the plat contingent on 10 conditions.

**Result of Planning & Zoning Commission recommendation:**

The applicant is in the process of finalizing the construction plans and the Development Agreement.

### PLANNED UNIT DEVELOPMENTS

#### Engwall's Redevelopment – Sandy Hoff/Rod Saline

An application for a Preliminary Planned Unit Development (PUD) to construct 25 units/lots on the northern portion of the Engwall's property. The PUD proposed small lot single family residential units utilizing a shared green space and alleyway concept.

**Action Taken:**

Planning & Zoning Commission approved contingent on 8 conditions.

**Result of Planning & Zoning Commission recommendation:**

The application for the Preliminary Planned Unit Development received approval at the City Council. The applicant has until June 2020 to submit a Final Planned Unit development application. The developer has continued to review the project to determine its viability and could commence with the project upon the installation of sanitary sewer to the property.

The Arbours of Maple Grove – James Talago/Oppidan Development Company

An application for a Preliminary Planned Unit Development (PUD) in July 2019 and for a Final PUD in November 2019 to construct 137 units on a 10 acre site located at the NE quadrant of Maple Grove Road and Lavaque Road. The project consisted of a 103 unit senior living facility, 18 small lot single family lots and 4 – fourplex townhome units.

**Action Taken:**

Planning & Zoning Commission approved the preliminary PUD contingent on 8 conditions and the final PUD contingent on 8 conditions.

**Result of Planning & Zoning Commission recommendation:**

The application for the Preliminary Planned Unit Development received approval at the City Council, however the application for the Final PUD was denied by the City Council due to concerns about site density, traffic and building height. Oppidan Development Company has now resubmitted a scaled down version of the previous plan for consideration by the Planning and Zoning Commission in February 2020.

SPECIAL USE PERMIT

Community Learning Center – Hermantown Schools

An application for a Special Use Permit (SUP) to construct a 12,000 square foot Community Learning Center on the Hermantown Schools Campus. The building is located adjacent to the existing tennis courts and will be utilizing the existing parking lot for this facility.

**Action Taken:**

Planning & Zoning Commission approved contingent on 9 conditions

**Result of Planning & Zoning Commission recommendation:**

The application received approval at the City Council and the developer started work on the project in the summer of 2019 with the anticipated opening date of the facility being May 2020.

## CITY ORDINANCE TEXT AMENDMENTS

### Park Dedication Fees

City staff reviewed the manner and amount in which park dedication fees are levied while planning for future residential development that might occur in Hermantown and resulting parks and trails needs for the community. There were discrepancies based upon zoning districts on how residential developments were charged park dedication fees. The proposed changes to the ordinance removed the zoning district associated with the residential developments so all residential projects regardless of zoning district were charged equally. Staff proposed the following fees:

Development Type	Recommended
Single Family, Two Family, Three Family Residential Parcel/CIC Unit	\$1,100
Multi-family, 2+ bedroom units	\$800
Multi-family, 1 bedroom and studio	\$400
Per bedroom fee	\$150
Commercial and Industrial	\$1,100 per acre
Planned Unit Development	Proportional to Mix of Development

#### **Action Taken:**

Planning & Zoning Commission approved the request.

#### **Result of Planning & Zoning Commission recommendation:**

The City Ordinance text amendment received approval at the City Council and the new park dedication fees are now in effect.

### Massage Establishments

City staff researched and developed policies to prevent establishment of places that would engage in illegal activities under the guise of a legitimate business. The procedures and policies work to protect legitimate businesses in Hermantown, and also protect the public from those who would take advantage of that pro-business environment in our city. In addition, the zoning amendment established a specific use, Massage Establishments, and definition that matched the city's licensing definition.

#### **Action Taken:**

Planning & Zoning Commission approved the request.

**Result of Planning & Zoning Commission recommendation:**

The City Ordinance text amendment received approval at the City Council and the new ordinances are now in effect.

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**Pawn Shops**

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City staff researched and updated policies to mitigate potential negative effects of crime and lack of proper consumer protection that can result if pawnbrokers are not properly regulated. Staff recommended amendments to the City Code that improve licensing and consumer protections. The ordinance was paired with amendments to the zoning code creating a parallel definition and licensing procedure through zoning permits. These new procedures work to protect legitimate businesses in Hermantown, and also protect the public from those who would take advantage of that pro-business environment in our city.

**Action Taken:**

Planning & Zoning Commission approved the request.

**Result of Planning & Zoning Commission recommendation:**

The City Ordinance text amendment received approval at the City Council and the new ordinances are now in effect.

**ADDITIONAL APPLICATIONS**

- Staff issued a CIDP for the construction of an O-Reilly Auto parts store located at 503x Miller Trunk Hwy. This new business is expected to open in 2020.
- There were 8 Special Use Permit actions which included applications for oversized accessory structures, increase in building heights in the HM district and for a duplex in an R-3 zoning district.
- City staff has also started review of the City's sign ordinance for text amendments related to monument signs and building signage on multi-story buildings.

**Community Development Department**

In 2019 the Community Development Department processed 72 varying applications as well as spoke to multiple developers regarding housing and commercial development opportunities within the City. In addition, staff worked with Platinum Properties on a Zoning Certificate for a 10,500 square foot 3 story building which is the second of up to seven new buildings in this portion of the Hermantown Marketplace. There continues to be strong interest in housing

opportunities in the City with staff expecting multiple applications for varied housing style developments in 2020.

<b>Applications Processed:</b>	72
Rezoning	2
Commercial Industrial Development Permits	2
Planned Unit Development Amendment	2
Preliminary and Final Plat	1
Wetland Replacement Plan	5
Property Splits/Subdivisions	11
Wetland Delineations	14
Wetland Exemptions	1
Zoning Certificates	20
Erosion Control Permits	1
Ordinance/Zoning Text Amendments	5
Special Use Permits	8

CITY OF HERMANTOWN  
CITY COUNCIL MEETING  
February 3, 2020  
6:30 p.m.

**Pledge of Allegiance**

**ROLL CALL:** Councilors Geissler, Nelson, Schmidt, Mayor Boucher

**CITY STAFF:** John Mulder, City Administrator; Bonnie Engseth, City Clerk; Eric Johnson, Community Development Director; Kevin Orme, Director of Finance & Administration; Paul Senst, Public Works Director; Steve Overom, City Attorney

**ABSENT:** Councilor Peterson

**VISITORS:** 6

**ANNOUNCEMENTS**

**PUBLIC HEARING**

**COMMUNICATIONS**

Communications 2020-10 through and including 2020-25 were read and placed on file.

Communication 2020-25 from Lora Skarman, St. Louis County to Bonnie Engseth, City Clerk regarding Tentative Local Board of Appeal & Equalization Schedule

**PRESENTATIONS**

**PUBLIC DISCUSSION**

**CONSENT AGENDA**

Motion made by Councilor Schmidt, seconded by Councilor Nelson to approve the Consent Agenda which includes the following items:

- A. Approve January 21, 2020 City Council Continuation Minutes and January 27, 2020 Work Session Minutes
- B. Approve general city warrants from January 16, 2020 through January 31, 2020 in the amount of \$3,640,557.42

Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher, aye. Councilor Peterson, absent.  
Motion carried.

**MOTIONS**

Motion made by Councilor Nelson, seconded by Councilor Geissler to approve the Wine/Strong Beer Liquor License for Valentini's

Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher, aye. Councilor Peterson, absent.  
Motion carried.



## ORDINANCES

**2020-02**      An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 920, Public Sewers And Private Disposal Systems, By Adding A New Section 920.05.1A, Certificate Of Building Sewer Compliance

First Reading

## RESOLUTIONS

**2019-209**      Resolution Approving Preliminary Plat Of The Arbours At Maple Grove Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions

Motion made by Councilor Schmidt, seconded by Councilor Nelson to table indefinitely Resolution 2019-209, Resolution Approving Preliminary Plat Of The Arbours At Maple Grove Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions. Motion carried.

**2020-14**      Resolution Receiving Bids And Awarding Contract For Section 24 Trunk Sewer Spur Improvement District No. 448 In The Amount Of \$4,209,784.30

Motion made by Councilor Geissler, seconded by Councilor Nelson to table until February 18, 2020 Resolution 2020-14, Resolution Receiving Bids And Awarding Contract For Section 24 Trunk Sewer Spur Improvement District No. 448 In The Amount Of \$4,209,784.30. Motion carried.

**2020-17**      Resolution Approving Pay Request Number 19 For The Essentia Wellness Center To McGough Construction Co. LLC In The Amount Of \$671,805

Motion made by Councilor Geissler, seconded by Councilor Schmidt to adopt Resolution 2020-14, Resolution Approving Pay Request Number 19 For The Essentia Wellness Center To McGough Construction Co. LLC In The Amount Of \$671,805. Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher. Councilor Peterson, absent. Motion carried.

**2020-18**      Resolution Authorizing Director Of Finance & Administration To Amend Selected 2019 & 2020 Budgets And Make Transfers

Motion made by Councilor Nelson, seconded by Councilor Schmidt to adopt Resolution 2020-18, Resolution Authorizing Director Of Finance & Administration To Amend Selected 2019 & 2020 Budgets And Make Transfers. Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher. Councilor Peterson, absent. Motion carried.

**2020-19**      Resolution Awarding Contract For A 2020 Stanley 310 Tractor Mounted Hydraulic Jack Hammer To McCoy Construction & Forestry In The Amount Of \$18,665.00 Plus Applicable Taxes And Fees

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-11, Resolution Awarding Contract For A 2020 Stanley 310 Tractor Mounted Hydraulic Jack Hammer To McCoy Construction & Forestry In The Amount Of \$18,665.00 Plus Applicable Taxes And Fees. Roll Call: Councilors Geissler, Nelson, Schmidt, Mayor Boucher. Councilor Peterson, absent. Motion carried.

**2020-20**      Resolution Approving The Issuance Of Health Care Facilities Refunding Revenue Bonds  
By The Duluth Economic Development Authority To Refinance A Project Located In  
The City

Motion made by Councilor Nelson, seconded by Councilor Schmidt to adopt Resolution 2020-20,  
Resolution Approving The Issuance Of Health Care Facilities Refunding Revenue Bonds By The Duluth  
Economic Development Authority To Refinance A Project Located In The City. Roll Call: Councilors  
Geissler, Nelson, Schmidt, Mayor Boucher. Councilor Peterson, absent. Motion carried.

Motion made by Councilor Nelson, seconded by Councilor Schmidt to recess the meeting at 6:40 p.m.  
Motion carried.

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Mayor

ATTEST:

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Clerk

CITY OF HERMANTOWN

CHECKS #65481-65546  
02/01/2020-02/15/2020

PAYROLL CHECKS

Electronic Checks - #72598-72636 67,801.73

LIABILITY CHECKS

Electronic Checks - #72593-72597 51,384.31

Printed Checks- #65481-65482 5,586.10

**PAYROLL EXPENSE TOTAL \$124,772.14**

ACCOUNTS PAYABLE

Checks - #65483-65546 1,149,464.28

Electronic Payments - #99962-99964 13,803.80

**ACCOUNTS PAYABLE TOTAL \$1,163,268.08**

**TOTAL \$1,288,040.22**

CITY OF HERMANTOWN, MN 02/01/2020 to 02/18/2020  
 Check # is between 65481 and 65546 or Check # is between -99964 and -99962

2/12/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	2,740.34	-99964
101	421100	Police Administration	EMPOWER RETIREMENT	McMillan Sick time to HCSP	10,421.58	-99963
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	641.88	-99962
101	431901	City Garage	A/W KUETTEL & SONS INC	Fabricate 3 rail catch pans	1,708.00	65483
101	421100	Police Administration	ADVANCED ELECTRONIC DESIGN INC	Print mount	425.00	65484
101	421100	Police Administration	AT&T MOBILITY	Cell Phones (PW)	1,220.43	65485
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones (PW)	87.42	65485
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones (PW)	45.54	65485
602	494900	Sewer Administration and General	AT&T MOBILITY	Tablets (PW)	76.46	65485
101	431100	Street Department	AT&T MOBILITY	Cell Phones (PW)	174.71	65485
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones (PW)	58.75	65485
601	494400	Water Administration and General	AT&T MOBILITY	Tablets (PW)	35.23	65485
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones (PW)	131.13	65485
101	421100	Police Administration	AUTO CARE COLLISION CENTER	Squad Repair #16	1,308.75	65486
101	421100	Police Administration	AXON ENTERPRISE INC	Tasers	2,904.00	65487
411	419100	Community Development	BRAUN INTERTEC CORPORATION	EWC - Vapor Milligator	5,307.25	65488
101	421100	Police Administration	BRAY & REED LTD.	Legal Fees	6,750.00	65489
602	494500	Sewer Maintenance	BRENT'S SEPTIC SERVICE LLC	Pump Lift Station Ugstad	250.00	65490
475	431150	Street Improvements	CARLSON, ROBERT A AND BARBARA A	2020 RIP Easement	500.00	65491
101	431100	Street Department	CENTRAL PENSION FUND	Training per contract	48.37	65492
601	494300	Water Distribution	CENTRAL PENSION FUND	Training per contract	48.37	65492
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training per contract	48.36	65492
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2	60.95	65493
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	74.81	65493
101	431901	City Garage	GINTAS CORPORATION	Mats at PW	2.10	65494
101	431100	Street Department	GINTAS CORPORATION	Uniforms	10.80	65494
101	431901	City Garage	GINTAS CORPORATION	Mats at PW	20.59	65494
101	431100	Street Department	GINTAS CORPORATION	Uniforms	25.77	65494
101	431100	Street Department	GINTAS CORPORATION	Uniforms	10.80	65494
101	431901	City Garage	GINTAS CORPORATION	Supplies	1.83	65494
101	431901	City Garage	GINTAS CORPORATION	Supplies	20.33	65494
101	419901	City Hall & Police Building Maintenance	GINTAS CORPORATION	Mats at CH	8.88	65494
101	419901	City Hall & Police Building Maintenance	GINTAS CORPORATION	Mats at PD/PD	30.72	65494
101	431100	Street Department	GINTAS CORPORATION	Uniforms	44.78	65494
605	431160	Street Lighting	CITY OF DULUTH	Signal/St Light Maint #949	3,699.57	65495
101	418300	Administration & Finance	CLIFTONLARSONALLEN LLP	2019 Audit	6,600.00	65496
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2019 Audit	1,200.00	65496

CITY OF HERMANTOWN, MN 02/01/2020 to 02/15/2020  
 Check # is between 85481 and 88645 or Check # is between -89964 and -89962

2/12/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2019 Audit	1,200.00	85496
101	431100	Street Department	COMO LUBE & SUPPLIES INC	Motor Oil	613.95	85497
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Jan Answering	30.43	85498
601	494400	Water Administration and General	CUSTOMER ELATION INC	Jan Answering	45.64	85498
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-1.75	85499
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-1.75	85499
101	431100	Street Department	CW TECHNOLOGY GROUP INC	CW Care	339.09	85499
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-1.75	85499
275	452200	Community Building	CW TECHNOLOGY GROUP INC	EWC-CW Care Feb	655.00	85499
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-10.54	85499
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-0.59	85499
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-3.52	85499
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Backup Protect Cloud	558.00	85499
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	CW Care	508.82	85499
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-2.34	85499
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	CW Care	254.51	85499
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-0.69	85499
101	411100	Council	CW TECHNOLOGY GROUP INC	Duplicate Mailfilters CW55722	-2.34	85499
601	422100	Fire Administration	CW TECHNOLOGY GROUP INC	PD Video Server Relocation	221.25	85499
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	CW Care	254.51	85499
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	CW Care	1,865.30	85499
101	419100	Community Development	CW TECHNOLOGY GROUP INC	CW Care	254.51	85499
101	413100	Mayor	CW TECHNOLOGY GROUP INC	CW Care	82.73	85499
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	CW Care	82.73	85499
101	419901	City Hall & Police Building Maintenance	DALCO	Restroom Supplies	107.30	85500
101	419901	City Hall & Police Building Maintenance	BALCO	Vacuum Repair	239.48	85500
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Fix doors FH#1 and PD	720.00	88501
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Fix doors FH.#1 and PD	1,000.00	88501
611	452200	Community Building	DULUTH AREA FAMILY YMCA	EWC - FFE	20,900.10	85502
611	452200	Community Building	DULUTH AREA FAMILY YMCA	Citon Inv Computers & Hardware	19,110.00	85502
611	452200	Community Building	DULUTH LAWN & SPORT	EWC - John Deere Tractor	33,499.14	85503
101	421100	Police Administration	DVS RENEWAL	Vehicle Registration 479RXX	14.25	85504
101	431100	Street Department	FURTHER	Monthly Participant fee Jan/Feb	9.50	85505
101	419100	Community Development	FURTHER	Monthly Participant fee Jan/Feb	1.90	85505
601	494400	Water Administration and General	FURTHER	Monthly Participant fee Jan/Feb	7.84	85505
602	494900	Sewer Administration and General	FURTHER	Monthly Participant fee Jan/Feb	11.76	85505
101	415300	Administration & Finance	FURTHER	Monthly Participant fee Jan/Feb	23.20	85505

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 Check # is between 65481 and 65546 or Check # is between -99964 and -99962

2/12/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant fee Jan/Fe	6.80	65505
101	421100	Police Administration	FURTHER	Monthly Participant fee Jan/Fe	76.20	65505
602	494800	Sewer Administration and General	GOPHER STATE ONE-CALL INC.	Jan Locates	10.26	65508
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC.	Jan Locates	15.39	65508
101	415900	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica Jan	124.59	65507
101	419100	Community Development	GREATER MINNESOTA PARKS & TRAILS	Membership/Johnson	150.00	65508
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DAJ DISPOSAL CO LLC	Garbage/Recycling Jan	162.79	65509
101	431901	City Garage	HARTEL'S/DAJ DISPOSAL CO LLC	Yard Trash Disposal Jan	190.76	65509
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hoses for H0 rear	151.89	65510
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hoses for H4 front	47.43	65510
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hoses H4 under truck	202.39	65510
101	419100	Community Development	HERMANTOWN STAR LLC	P&Z hearing Talago	49.50	65511
101	419100	Community Development	HERMANTOWN STAR LLC	Maple Hill Rezoning	247.50	65511
101	431100	Street Department	HERMANTOWN STAR LLC	Adopted Budget	181.50	65511
475	431150	Street Improvements	HERMANTOWN STAR LLC	Bids 2020 RIP Hermantown (r)	297.00	65511
101	414100	Elections	HERMANTOWN STAR LLC	Voter Registration	24.75	65511
101	414100	Elections	HERMANTOWN STAR LLC	Absentee Ballots	24.75	65511
101	421100	Police Administration	HOLIDAY COMPANIES	Jan Car washes	10.00	65512
101	421100	Police Administration	INFOBUREAU SERVICES, INC.	Credit search Krapp	16.00	65513
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	276.07	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	438.07	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,023.98	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	716.47	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	785.47	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,290.02	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	689.75	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	629.32	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	864.87	65514
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,071.35	65514
101	421100	Police Administration	KOLAR	Vehicle Maint	1,189.44	65516
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street BG2389416	489.96	65516
002	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	99.85	65516
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	268.87	65516
001	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	149.46	65516
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	2,929.38	65516
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Washes PD	72.00	65516
001	452100	Parks	KWIK TRIP EXTENDED NETWORK	Gas Park	46.69	65510

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 Check # 1a between 65401 and 65546 or Check # 1b between -00964 and -00982

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	LAKE CITY TOWING	Tow Plow Truck HI	300.00	65517
475	431150	Street Improvements	LANGDON, JAMES M AND BONNIE E	2020 RIP Easement	500.00	65518
101	421100	Police Administration	LEAGUE OF MINNESOTA CITIES	2020 Patrol Subscriptions	1,350.00	65519
411	452200	Community Building	MCGOUGH CONSTRUCTION CO LLC	EWC #19	624,063.00	65520
411	452200	Community Building	MCGOUGH CONSTRUCTION CO LLC	EWC #18	26,399.00	65520
411	452200	Community Building	MCGOUGH CONSTRUCTION CO LLC	EWC #19	2,839.00	65520
411	452200	Community Building	MCGOUGH CONSTRUCTION CO LLC	EWC #18	126,885.00	65520
411	452200	Community Building	MCGOUGH CONSTRUCTION CO LLC	EWC #19	44,883.00	65520
275	452200	Community Building	MEDIAGOM	EWC - Dedicated Internet	490.00	65521
275	452200	Community Building	MEDIAGOM	EWC - Internet	362.40	65521
602	494500	Sewer Maintenance	MENARD INC	Arrow 2 bolts return	-3.14	65522
101	415300	Administration & Finance	MENARD INC	Toaster - CH	17.98	65522
602	494500	Sewer Maintenance	MENARD INC	Arrow 2 bolts	4.88	65522
101	421100	Police Administration	METRO SALES INC	Copier Lease	338.57	65523
101	462200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas	627.70	65524
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	224.97	65524
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	89.75	65524
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	160.89	65524
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	267.11	65524
101	431100	Street Department	NAPA AUTO PARTS	Oil Filters	32.16	65525
101	431100	Street Department	NAPA AUTO PARTS	Oil Drain Plug old serv trk	4.68	65525
101	431901	City Garage	NAPA AUTO PARTS	Jumpat Cables	43.29	65525
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	46.76	65525
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Pens, Staples	9.38	65526
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Folders	67.56	65526
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Mailing Labels	12.29	65526
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Waste Disposal Unit & Ink	66.00	65526
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Printer Ink	39.00	65526
101	421100	Police Administration	NORTHERN BUSINESS PRODUCTS	Insert Notary Stamp Ross	20.80	65526
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Staples	9.89	65526
240	494300	Water Distribution	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water Tower Reconditioning	325.00	65527
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Alexander, Johnson, Catts, Por	7,050.00	65527
602	494500	Sewer Maintenance	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd Lift Station	325.00	65527
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Sect 24 Trunk Sewer Spur	5,180.00	65527
101	431150	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	General Engineering	5,500.00	65527
250	465100	HEDA	NORTHSPAN GROUP INC	Northland Connection 2020	2,500.00	65528
101	419100	Community Development	RITNEY BOWEN PURCHASE POWER	Postage Meter 4745753	14.10	65529

CITY OF HERMANTOWN, MN 02/01/2020 to 02/15/2020  
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Fund	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	112.20	65529
101	414100	Elections	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	134.95	65529
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	146.55	65529
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	183.20	65529
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	28.70	65529
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	54.80	65529
602	494500	Sewer Maintenance	FLAWCS	Excess Volume 2019	2,115.81	65530
101	419901	City Hall & Police Building Maintenance	PROCTOR CANVAS PRODUCTS	Repair Flags	27.00	65531
230	466100	HEDA	REGENTS OF THE UNIVERSITY OF MINNESOTA	Research HAHA	2,676.00	65532
475	431150	Street Improvements	SEAFOLK FAMILY TRUST	2020 RIP Easement	500.00	65533
101	421100	Police Administration	SHELDON GROUP INC	Printing	191.65	65534
101	419901	City Hall & Police Building Maintenance	SHRED-N-GO INC	Shredding	93.31	65535
101	421100	Police Administration	SHRED-N-GO INC	Shredding	93.32	65535
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	LaVaque Byp/Hwy 53 Improvement	88,442.19	65536
475	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	Easement 2020 RIP Marocki	46.00	65537
101	421100	Police Administration	STREICHER'S	Ammo	1,176.48	65538
101	422901	Firehall #1 Maple Grove Road	TECLOGIX	Feb Maintenance	70.35	65539
101	452200	Community Building	TECLOGIX	Feb Maintenance	10.05	65539
101	431801	City Garage	TECLOGIX	Feb Maintenance	16.75	65539
101	419901	City Hall & Police Building Maintenance	TECLOGIX	Feb Maintenance	237.85	65539
602	494500	Sewer Maintenance	TKDA	Ugstad Rd Lift Station	2,202.59	65540
475	431150	Street Improvements	TKDA	Rd Reconstruct Proj Engineerin	10,255.34	65540
475	431150	Street Improvements	TKDA	Rd Reconstruct Proj Engineerin	10,505.37	65540
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease/Toshiba	145.57	65541
101	431100	Street Department	TWIN PORTS AERIAL SERVICES, INC	Maint on Scissor Lift	332.78	65542
251	421100	Police Administration	USA TOWING & RECOVERY	Towing DWI For ICR20011289	65.00	65543
101	421100	Police Administration	USA TOWING & RECOVERY	Tow Search War ICR20010723 929854	65.00	65543
602	494800	Sewer Administration and General	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	150.00	65544
601	494400	Water Administration and General	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	150.00	65544
101	415300	Administration & Finance	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	700.00	65544
602	494500	Sewer Maintenance	WLSSD	2019 Adjustment	2,202.00	65545
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges 8420	39,626.00	65545
101	431100	Street Department	ZIEGLER INC	Motor Grader	258.34	65546
101	431100	Street Department	ZIEGLER INC	Repair Drive Hose on MG	184.47	65546



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Totals: 162 records printed

3,163,260.05

**TO:** Mayor & City Council

**FROM:** Paul Senst, Public Works  
Director

**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** Ordinance for the  
Implementation of Point of  
Sale I & I Inspection

**Agenda Item:** 11-A

**Ordinance 2020-02**



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**REQUESTED ACTION**

**Second Reading of an Ordinance requiring an I & I Inspection Point of Sale on homes connected to city sewer sold in the City of Hermantown**

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**BACKGROUND**

The City of Hermantown needs to implement a lateral sanitary sewer inspection process per a WLSSD Ordinance that was passed by them in 2019. Staff feels this is best handled at point of sale for each residence. The inspection will be handled by a licensed plumber with video inspection equipment. Upon successful inspection, the property will receive a certificate for 10 years. A copy of the certificate will be tied to the City utility billing software. Exceptions to the sewer inspection are as follows:

1. Structures that were constructed ten years or less.
  2. Structures that have a sewer that was replaced, relined or installed within ten years.
  3. Structures not connected to the public sewer.
  4. The owner replaces or relines the sewer.
- 

**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Proposed Ordinance

**Ordinance No. 2020-02**

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN  
CODE OF ORDINANCES BY AMENDING SECTION 920,  
PUBLIC SEWERS AND PRIVATE DISPOSAL SYSTEMS, BY ADDING A NEW SECTION  
920.05.1A, CERTIFICATE OF BUILDING SEWER COMPLIANCE**

**Section 1.**     Purpose and Intent. The purpose and intent of this Ordinance is to protect the health, welfare and safety of the public and the environment by requiring the reduction of unpolluted water in the sanitary sewer system owned and operated by the City of Hermantown.

**Section 2.**     Addition to Section 920. Section 920, Public Sewers and Private Disposal Systems, of the City of Hermantown Code of Ordinances is hereby amended by adding a new Section 920.05.1A, Certificate of Building Sewer Compliance, to read as shown on Exhibit A attached hereto.

**Section 3.**     Amendment to be Inserted in Code. After the amendment made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

**Section 4.**     Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## EXHIBIT A

### **Section 920.05.1A, Certificate of Building Sewer Compliance**

**920.05.1A.1 Definitions.** All definitions set forth in Section 920.01 are applicable to this Section 920.05.1A. In addition, the following words and phrases when used in this Section 920.05.1A and when otherwise used in this Chapter shall have the meanings ascribed to them in this Section 920.05.1A unless the context clearly requires otherwise.

**920.05.1A.1.1** “Certificate of Building Sewer Compliance” means a certificate issued by the Superintendent to verify that a Building Sewer is not contributing any material amounts of unpolluted water to the Public Sewer through the Building Sewer.

**920.05.1A.1.2** “Correction Notice” means the written notice issued by the Superintendent to the Owner after review of an Inspection Report advising that the Owner’s Property is not in compliance with the requirements of this Section, and notifying the Owner of corrections to Owner’s Property needed to bring it into compliance in a timely manner.

**920.05.1A.1.3** “Inspection Report” means the report required to be provided to the Superintendent by the Owner pursuant to Sections 920.05.1A.4 of this Ordinance.

**920.05.1A.1.4** “New Use” means the development or redevelopment of a property for a different residential, business or industrial use evidenced by the requirement of a building permit issued by the Hermantown Building Official or by other official governmental actions for such use.

**920.05.1A.1.5** “Owner” means the person(s) or entities that own or hold the title to the Property served by the Public Sewer.

**920.05.1A.1.6** “Owner’s Property” means the Property owned by a person who owns Property served by the Public Sewer.

**920.05.1A.1.7** “Property” means the land served by a Building Sewer.

**920.05.1A.1.8** “Notice to Inspect” means the written notice sent to the Owner by the Superintendent, which requires the Owner to obtain an Inspection Report and file it with the Superintendent.

**920.05.1A.1.9** “Sump Pump” means the pump and discharging pipes designed to remove liquids from the Sump and discharge them away from the building foundation.

**920.05.1A.2 Certificate of Building Sewer Compliance.** If the Owner needs to obtain a Certificate of Building Sewer Compliance pursuant to Section 920.05.1A.3, the Owner shall complete an application for a Certificate of Building Sewer Compliance on a form prescribed by the Superintendent. At the time of application, the Owner shall pay the fees in the amount set from time to time by the City of Hermantown.

### **920.05.1A.3 Building Sewer – Mandatory Inspections and Testing.**

**920.05.1A.3.1 Events Requiring a Building Sewer Inspection.** Except as provided by Section 920.05.1A.3.2, an Owner, or if applicable, all multiple Owners of a common Building Sewer, shall have the Building Sewer cleaned and inspected at the Property Owner’s expense when any of the following events occur:

**920.05.1A.3.1.1** If the Superintendent sends the Owner a written Notice to Inspect for health and safety reasons, the Building Sewer must be cleaned and inspected not later than the 180th day after the date the Notice to Inspect is provided to the Owner.

**920.05.1A.3.1.2** Upon a determination by the Superintendent that the Owner of a structure with a new or existing connection to the Public Sewer must pay a Capacity Availability Fee as a result of a new use or anticipated wastewater flow increase calculated in accordance with the *WLSSD Capacity Availability Fee Procedures Manual* in effect at the time of the calculation.

**920.05.1A.3.1.3** Upon the proposed sale or the proposed transfer of title in Owner's Property, or substantial change in use in the Property, the Owner shall obtain a Building Sewer inspection.

**920.05.1A.3.1.4** Upon repair or replacement of any portion of a Building Sewer.

**920.05.1A.3.2** Exceptions. The following are exceptions to the Building Sewer inspection requirements provided in Sections 920.05.1A.3.1.1 through 920.05.1A.3.1.4:

**920.05.1A.3.2.1** Structures that were constructed ten (10) years or less prior to any event listed in Sections 920.05.1A.3.1.3;

**920.05.1A.3.2.2** Structures that have a Building Sewer that was replaced, relined or installed within ten (10) years prior to the event listed in Sections 920.05.1A.3.1.3;

**920.05.1A.3.2.3** Structures not connected to the Public Sewer; or

**920.05.1A.3.2.4** The Owner replaces or relines the Building Sewer upon the occurrence of one of the events in Sections 920.05.1A.3.1.1 through 920.05.1A.3.1.4 and provides evidence of such replacement or repair satisfactory to the Superintendent.

#### **920.05.1A.4 Building Sewer – Inspection Report – Requirements.**

**920.05.1A.4.1 Report Required.** If an Owner is required to have an inspection performed for the Building Sewer under Sections 920.05.1A.3.1.1 through 920.05.1A.3.1.4, or voluntarily has an inspection conducted for the Building Sewer, an Inspection Report must be provided to the Superintendent in the form set forth herein. The Inspection Report shall be prepared in a format acceptable to the Superintendent. An Inspection Report is not required if the Owner relines or replaces the entire Building Sewer after the inspection, and provides written evidence to the Superintendent proving that the relining or replacement was properly completed.

**920.05.1A.4.2 Inspection Report Standards.** The Building Sewer Inspection Report required by Section 920.05.1A shall be prepared in accordance with the following requirements and specifications.

**920.05.1A.4.2.1** The Inspection Report shall be prepared by a licensed plumber;

**920.05.1A.4.2.2** The Inspection Report shall identify all of the following:

**920.05.1A.4.2.2.1** Any and all defects that could allow unpolluted water into the Building Sewer or otherwise create a maintenance issue in the Public Sewer, including all of the inspection criteria listed in Section 920.05.1A.4.3.

**920.05.1A.4.2.2.2** Whether any connection, by pipes or otherwise, allows unpolluted water to enter the Building Sewer or Public Sewer.

**920.05.1A.4.2.2.3** Date of the inspection.

**920.05.1A.4.2.2.4** Name of the person conducting the inspection, the license number of such person and the business employing the person.

**920.05.1A.4.2.2.5** A certification that the inspection of the Building Sewer was conducted using televised video, or an alternate inspection method approved by the Superintendent.

**920.05.1A.4.2.2.6** A certification that no floor, roof, foundation and/or surface drains are physically connected to the Building Sewer.

**920.05.1A.4.2.2.7** A certification that the Building Sewer was thoroughly cleaned prior to the inspection.

**920.05.1A.4.2.2.8** If necessary, a recommended method for repair of the Building Sewer to eliminate any unpolluted water from entering into the Public Sewer.

**920.05.1A.4.3 Building Sewer Inspection Criteria.** A Property complies with the provisions of this Section 920.05.1A if the inspection verifies all of the following conditions:

**920.05.1A.4.3.1** The Building Sewer is free of roots, grease deposits, and other solids, which may impede or obstruct the transmission of sewage.

**920.05.1A.4.3.2** There are no improper or illegal connections to the Building Sewer such as sump pumps, down spouts or area drainage facilities.

**920.05.1A.4.3.3** All joints in the Building Sewer are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water and rain water.

**920.05.1A.4.3.4** The Building Sewer is free of structural defects, cracks, breaks, or missing portions and the grade is reasonably uniform without major sags or offsets.

**920.05.1A.5 Compliance and Expiration.**

**920.05.1A.5.1** Once a Certificate of Building Sewer Compliance is issued, that Building Sewer shall not require inspection for a period of ten (10) years from the date of issuance unless the Superintendent has reason to believe the Building Sewer is in a defective condition.

**920.05.1A.5.2** A Certificate of Building Sewer Compliance is valid to be used for the transfer of the Property.

**920.05.1A.6 Correction Notice.**

**920.05.1A.6.1** If an Inspection Report discloses that the use of the Property is not in accordance with the provisions of Section 920, a Correction Notice may be issued by the Superintendent requiring corrections to the Property to bring it in to compliance. The corrections must be completed within the time specified in the Correction Notice no later than 180 days from the date of the Correction Notice. Upon proof of satisfactory completion of the corrections, a Certificate of Building Sewer Compliance shall be issued.

**920.05.1A.6.2** A Correction Notice may be issued by the Superintendent permitting transfer of title of the Property if the following conditions are met:

**920.05.1A.6.2.1** An agreement by the Owner and transferee has been executed and, whereby the Owner and transferee agree to complete corrections to the Property necessary to bring it within compliance of the provisions of Section 920 within one hundred eighty (180) days of the transfer of Property, and

**920.05.1A.6.2.2** Security to ensure completion of any corrections to the Property must be deposited with the closing agent in the form of an escrow, or with the City of Hermantown when a closing agent is not involved, at the time of property transfer or closing. Security must be in an amount at least equal to 150% of the retail value of the work necessary for compliance as determined by the City Superintendent. The escrow must be fully maintained until a Certificate of Building Sewer Compliance is issued. If the City of Hermantown is escrowing the funds, upon completion of the repairs, the unused portion of the escrowed money shall be refunded to the Property buyer/transferee and/or seller/transferor in the proportions upon which they mutually agree. If a closing agent is used, the closing agent shall certify the escrow to the City of Hermantown along with a copy of the written agreement between the Property seller/transferor and the buyer/transferee regarding their mutual agreement as to responsibility for completion of the necessary repairs.

**920.05.1A.6.2.3** The Owner and any real estate agents involved in the transaction are responsible for disclosing the Correction Notice to the buyer/transferee and all other persons or entities involved in the transaction. Responsibility for repairing any non-conformance with the sanitary sewer service regulations runs with the land and is not only an obligation of the seller/transferor but is also an obligation of the buyer/transferee of the Property.

**920.05.1A.6.2.4** The Correction Notice is recorded with the County Recorder or Registrar of Titles Office, as the case may be.

**920.05.1A.7 Failure to Comply; Penalty.**

**920.05.1A.7.1** Owners not in compliance with this Section 920.05.1A will be charged a monthly surcharge in an amount established from time to time by the City Council.

**920.05.1A.7.2** A surcharge in an amount set by separate resolution of the City Council is hereby imposed and added to every sewer billing to Owners who are not in compliance with the provisions of this Section 920.05.1A. The surcharge shall be levied monthly on properties not complying with the provisions of this Section 920.05.1A. This charge shall cease when the Property has been inspected and a Certificate of Building Sewer Compliance is issued by the Superintendent.

**920.05.1A.7.3** The City may also enforce the terms of this Section 920.05.1A in any manner it deems appropriate as allowed by applicable law.

**920.05.1A.7.4** A violation of the provision of this Section 920.05.1A.7.4 is a misdemeanor.

**TO:** Mayor & City Council

**FROM:** David Bolf, City Engineer



**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** Section 24 Trunk Sewer Spur    **Agenda Item: 12-A**    **Resolution 2020-14**

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**REQUESTED ACTION**

**Award Construction Bid provided by Utility Systems of America for Section 24 Trunk Sewer Spur**

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**BACKGROUND**

The bid opening for the above-mentioned project was conducted on Thursday, October 24, 2019 at 10:00 a.m. at City Hall. Sealed bids were received from four (4) contractors, with the low bidder being Utility Systems of America, Inc. in the amount of \$4,209,784.30. The engineering estimate for the project was \$4,656,642.75.

The bid was good for 120 days and we are waiting for the Army Corp of Engineers permit. We hope to have that permit by Tuesday, February 18, 2020.

It is recommended that the City award the construction contract for the Section 24 Trunk Sewer Spur project to Utility Systems of America, Inc. in the amount of \$4,209,784.30.

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**SOURCE OF FUNDS (if applicable)**

Sales Tax

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**ATTACHMENTS**



**Resolution No. 2020-14**

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR  
SECTION 24 TRUNK SEWER SPUR IMPROVEMENT DISTRICT NO. 448  
IN THE AMOUNT OF \$4,209,784.30**

WHEREAS, the City of Hermantown duly advertised for bids for Section 24 Trunk Sewer Spur Improvement District No. 448 Maple Grove Road within the City of Hermantown; and

WHEREAS, the City will finance the Project from an issue of tax-exempt bonds; and

WHEREAS, bids on such project were publicly opened and tabulated by the Consulting Engineer and City Clerk on October 24, 2019; and

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

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

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

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Utility Systems of America, Inc. ("Contractor") be awarded the contract for Section 24 Trunk Sewer Spur Improvement District No. 448; and

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

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for Section 24 Trunk Sewer Spur Improvement District No. 448.
2. The bid of Contractor is in the amount of \$4,209,784.30 for Section 24 Trunk Sewer Spur Improvement District No. 448 for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.
4. Upon execution of such contract by Contractor and its submission of a performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.
5. The City Clerk is hereby authorized and directed to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the

next lowest bidder shall not be returned until a contract has been executed.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilor

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

**Resolution No. 2020-21**

**RESOLUTION APPOINTING ELECTION JUDGES FOR  
THE PRESIDENTIAL NOMINATION PRIMARY ELECTION OF MARCH 3, 2020**

BE IT RESOLVED by the City Council of the City of Hermantown as follows:

The persons named below are hereby appointed judges for the Presidential Nomination Primary Election to be held in the City of Hermantown, County of St. Louis, State of Minnesota, on Tuesday, March 3, 2020

The Clerk may make election judge appointments to fill vacancies should they occur. The following judges are appointed with substitutions as necessary:

Beverly Allison	Beverly Donaldson
Bonnie Frey	Donald Harriss
Darlene Hill	Sandra Jennisch
Joanne Johnson	Robin Johnson
David Marquard	Patricia Merrier
Carol Misiak	Judy Ness
Liz Shannon	Gene Shaw
Patricia Shogren	Karen Sirois
Joe Wicklund	

Councilor \_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

**Resolution No. 2020-22**

**RESOLUTION APPROVING PAY REQUEST NUMBER 2 TO  
GEORGE BOUGALIS & SONS, CO. IN THE AMOUNT OF \$137,796.97**

WHEREAS, the City of Hermantown has contracted with George Bougalis & Sons, Co. for Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449 (“Project”); and

WHEREAS, George Bougalis & Sons, Co. has performed a portion of the agreed upon work in said Project; and

WHEREAS, George Bougalis & Sons, Co. has submitted Pay Request No. 2 in the amount of \$137,796.97; and

WHEREAS, TKDA has approved such Pay Request No. 2 provided that \$8,751.40 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

1. Pay Request No. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to George Bougalis & Sons, Co. the sum of \$137,796.97 charged to 602-494500.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted February 18, 2020.



11 East Superior Street, Suite 420  
Duluth, MN 55802  
218.724.8578  
tkda.com

February 10, 2020

Mr. David Bolf, PE  
Hermantown City Engineer  
Northland Consulting Engineers  
102 South 21<sup>st</sup> Avenue West, Suite 1  
Duluth, MN 55806

RE: Ugstad Road Lift Station 3—Pay Application 2  
TKDA Project No. 17467.000

David,

As discussed at our onsite meeting on January 30, the Contractor for the above-referenced project has submitted Pay Application 2 for this project and has requested approval by City Council at its February 18, 2020 meeting.

I recommend that the City approve payment to George Bougalis and Sons Co. in the amount of \$137,796.97 as shown in Pay Application 2.

Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Goetzman'.

Jeff Goetzman, PE  
Project Manager

cc: John Mulder, City Administrator

**Contractor's Application for Payment No. 2**

Application Period: 1/1/2020 to 1/31/2020		Application Date: 2/3/2020
To (Owner): City of Hermantown	From (Contractor): George Bougalis & Sons Co.	Via (Engineer): TKDA
Project: Ugstad Road Lift Station #3 Replacement	Contract: Ugstad Road Lift Station #3 Replacement	
Owner's Contract No.: Hermantown Sanitary Sewer Improvement District #449	Contractor's Project No.: 3225	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
1	\$6,123.00		<b>1. ORIGINAL CONTRACT PRICE..... \$ 241,690.00</b>
			<b>2. Net change by Change Orders..... \$ 6,123.00</b>
			<b>3. Current Contract Price (Line 1 ± 2)..... \$ 247,813.00</b>
			<b>4. TOTAL COMPLETED AND STORED TO DATE</b>
			(Column F total on Progress Estimates)..... \$ 175,028.00
			<b>5. RETAINAGE:</b>
			a. 5% X \$175,028.00 Work Completed..... \$ 8,751.40
			b. 5% X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 8,751.40
			<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 166,276.60</b>
			<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 28,479.63</b>
			<b>8. AMOUNT DUE THIS APPLICATION..... \$ 137,796.97</b>
			<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>
			(Column G total on Progress Estimates + Line 5.c above)..... \$ 72,785.00
TOTALS	\$6,123.00		
NET CHANGE BY CHANGE ORDERS	\$6,123.00		

**Contractor's Certification**

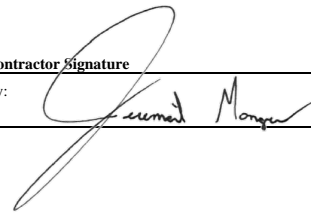
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

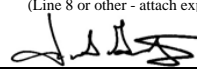
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

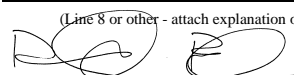
**Contractor Signature**

By:  Date: 02/10/2020

Payment of: \$ 137,796.97  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/10/2020  
(Engineer) (Date)

Payment of: \$ 137,796.97  
(Line 8 or other - attach explanation of the other amount)

is approved by:  2/10/20  
David Bolf, P.E. - City Engineer (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Ugstad Road Lift Station #3 Replacement						Application Number: 2					
Application Period: 1/1/2020 to 1/31/2020						Application Date: 2/3/2020					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	MOBILIZATION	1	LS	\$31,200.00	\$31,200.00	0.75	\$23,400.00		\$23,400.00	75.0%	\$7,800.00
2	CLEARING & GRUBBING	1	LS	\$405.00	\$405.00	1	\$405.00		\$405.00	100.0%	
3	REMOVE LIFT STATION	1	LS	\$3,250.00	\$3,250.00						\$3,250.00
4	GEOTEXTILE FABRIC TYPE 5	160	SY	\$3.00	\$480.00						\$480.00
5	EXCAVATION - COMMON (P)	10	CY	\$17.00	\$170.00	10	\$170.00		\$170.00	100.0%	
6	SELECT GRANULAR EMBANKMENT, MOD 7% (CV)	100	CY	\$21.00	\$2,100.00	30	\$630.00		\$630.00	30.0%	\$1,470.00
7	WOOD CHIPS	1	LS	\$2,000.00	\$2,000.00						\$2,000.00
8	AGGREGATE BASE (CV), CLASS 5	35	CY	\$45.00	\$1,575.00						\$1,575.00
9	8" PVC PIPE SEWER	10	LF	\$50.00	\$500.00						\$500.00
10	CONNECT TO EXISTING SANITARY SEWER	1	EA	\$1,200.00	\$1,200.00						\$1,200.00
11	CONNECT TO EXISTING FORCE MAIN	1	EA	\$1,200.00	\$1,200.00						\$1,200.00
12	4.0" HDPE FORCEMAIN	18	LF	\$35.00	\$630.00						\$630.00
13	LIFT STATION COMPLETE	1	LS	\$188,000.00	\$188,000.00	0.75	\$141,000.00		\$141,000.00	75.0%	\$47,000.00
14	SANITARY MANHOLE	9	LF	\$370.00	\$3,330.00						\$3,330.00
15	CASTING ASSEMBLY	1	EA	\$1,500.00	\$1,500.00						\$1,500.00
16	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
17	EROSION CONTROL	1	LS	\$600.00	\$600.00	0.5	\$300.00		\$300.00	50.0%	\$300.00
18	TURF ESTABLISHMENT	1	LS	\$550.00	\$550.00						\$550.00
<b>Change Orders</b>											
	CO #1 - Panel Upgrades & Time Extension	1	LS	\$6,123.00	\$6,123.00	1	\$6,123.00		\$6,123.00	100.0%	
<b>Totals</b>					<b>\$247,813.00</b>		<b>\$175,028.00</b>		<b>\$175,028.00</b>	70.6%	<b>\$72,785.00</b>

**Resolution No. 2020-23**

**RESOLUTION AUTHORIZING A SUMMARY  
OF AN ORDINANCE AMENDING HERMANTOWN CODE OF ORDINANCES BY  
AMENDING SECTION 920, PUBLIC SEWERS AND PRIVATE DISPOSAL SYSTEMS, BY  
ADDING A NEW SECTION 920.05.1A, CERTIFICATE OF BUILDING SEWER COMPLIANCE**

WHEREAS, the City Council has adopted Ordinance No. 2020-02, An Ordinance Amending Hermantown Code of Ordinances By Amending Section 920, Public Sewers And Private Disposal Systems, By Adding A New Section 920.05.1A, Certificate Of Building Sewer Compliance; and

WHEREAS, Minnesota Statutes Section 412.191, Subd. 4 (2017) authorizes the City Council to publish a summary of lengthy ordinances upon a four-fifths vote of its members; and

WHEREAS, the Ordinance is quite lengthy and detailed; and

WHEREAS, the City Council desires to publish a summary of the Ordinance; and

WHEREAS, a summary of the Ordinance has been prepared and attached hereto as **Exhibit A**; and

WHEREAS, a copy of the full text of the Ordinance is available for review at the Hermantown City Offices, 5105 Maple Grove Road, Hermantown, MN 55811 during regular business hours.

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

1. That a summary attached hereto as **Exhibit A** of the Ordinance be published in lieu of the publication of the entire Ordinance; and
2. The City Council hereby authorizes and directs the City Administrator to publish the summary attached hereto as **Exhibit A** once in the Hermantown Star.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.



**EXHIBIT A**

**SUMMARY OF ORDINANCE NO. 2020-02, AN ORDINANCE AMENDING  
HERMANTOWN CODE OF ORDINANCES BY AMENDING SECTION 920, PUBLIC SEWERS  
AND PRIVATE DISPOSAL SYSTEMS, BY ADDING A NEW SECTION 920.05.1A,  
CERTIFICATE OF BUILDING SEWER COMPLIANCE**

The following is the official summary of Ordinance No. 2020-02, An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 920, Public Sewers And Private Disposal Systems, By Adding A New Section 920.05.1A, Certificate Of Building Sewer Compliance. Ordinance No. 2020-02 was approved by the City Council of the City of Hermantown on February 18, 2020.

The purpose of this Ordinance is to protect the health, welfare and safety of the public and the environment by requiring the reduction of unpolluted water in the sanitary sewer system owned and operated by the City of Hermantown.

It will require inspection of the building sewer that is connected to a city sewer main for all structures over ten years old at the point of sale or transfer of title of owners property, or substantial change in use in the property.

The foregoing is a summary of a lengthy and detailed Ordinance. The full text of the Ordinance is on file in the office of the City Clerk of the City of Hermantown, 5105 Maple Grove Road, Hermantown, MN 55811, during regular business hours.

If there are any inconsistencies between this summary and the full text of the Ordinance, the terms of the full Ordinance shall govern.

The Ordinance is effective upon publication of this summary.

**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator  
**DATE:** February 11, 2020  
**SUBJECT:** Geo-Tech Proposals



**Meeting Date:** 2/18/20  
**Agenda Item: 12-E**      **Resolution 2020-24**

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**REQUESTED ACTION**

**Approve a Master services agreement for professional services with Braun Intertec and Engineering Partners**

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**BACKGROUND**

In 2017, the City entered into a Master Services Agreement with Braun Intetrec and Engineering Partners Inc, (EPC) for various geo-technical services. At the time we had proposals from several firms and selected Braun and EPC. As a project comes up, we ask each for a proposal for that particular project, based on that proposal we hire one or the other for the work. If the proposal is for less than \$10,000, we award that contract for the project administratively. If it exceeds, \$10,000, a recommendation is presented to the City Council for approval. It is recommended to enter a non-exclusive contract with Braun Intertec and EPC for various geo-technical services for the next three years.

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**SOURCE OF FUNDS (if applicable)**

The source of funds will vary based on the approved project

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**ATTACHMENTS**

Resolution  
Master Services Agreement

**Resolution No. 2020-24**

**RESOLUTION AUTHORIZING AND DIRECTING  
MAYOR AND CITY CLERK TO EXECUTE AND DELIVER  
A MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES  
WITH BRAUN INTERTEC CORPORATION AND ENGINEERING PARTNERS, INC.**

WHEREAS, the City of Hermantown (“City”) desires to obtain geotechnical and material testing services on a non-exclusive, project by project basis for the City; and

WHEREAS, Braun Intertec Corporation (“Braun Intertec”) submitted a proposal dated August 11, 2017 (“Proposal”) and Engineering Partners, Inc. (“EPC”) submitted a proposal dated August 11, 2017 (“Proposal”); and

WHEREAS, City and Braun Intertec and EPC entered into a Master Services Agreement for Professional Services (“Agreement”) as shown on Exhibit A attached hereto in which Braun Intertec and EPC shall be authorized to provide for geotechnical and material testing services on a non-exclusive, project by project basis pursuant to the Agreement; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to extend the Agreement 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 the Master Subscriber Agreement for Professional Services for geotechnical and material testing services substantially in the form attached hereto as Exhibit A.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

**EXHIBIT A**

**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL SERVICES**

**CITY OF HERMANTOWN  
AND  
BRAUN INTERTEC CORPORATION**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **City of Hermantown**, Minnesota, a statutory city under the laws of the State of Minnesota, hereinafter referred to as “City”, and **Braun Intertec Corporation**, a Minnesota corporation, d/b/a Braun Intertec, hereinafter referred to as “Consultant” in response to the following situation:

A. City desires to utilize Consultant’s geotechnical and material testing services on a non-exclusive, project by project basis in connection with City operations for the years 2020-2021.

B. Consultant has represented that it is qualified and willing to perform the services desired by the City.

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

1. Services to be Performed.

1.1. Consultant will provide, upon written request of the City in the form of a Request for Services or similar documentation (“RFS”), the services described in the RFS and in a written proposal (“Proposal”) provided by Consultant in response to the RFS. In the event of any conflict between an RFS and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

1.2. The City Administrator shall be responsible for administration of this Agreement. Upon receipt of an RFS from the City Administrator, Consultant shall prepare a Proposal for the services identified in the RFS. Consultant shall provide the identified services only upon approval of the Proposal by the City, and upon the receipt of an authorization to proceed from the City. The Authorization to Proceed shall be in the form of the one attached hereto as Exhibit A. City will not be obligated to pay for services performed that are not authorized and requested by the City Administrator.

2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of services set forth herein; and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Contract Period. This Agreement shall be effective as of the date first above written and shall continue until December 31, 2021 unless sooner terminated as provided in paragraph 4 hereof.

4. Termination of Contract. Either the Consultant or the 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 contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this contract shall be delivered to the City and Consultant shall be entitled to compensation for time expended to the date of termination and expenses incurred.

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

6. Standard of Performance and Insurance.

6.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

6.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). 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.

Consultant 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 his/her/its services hereunder.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant'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 Consultant and any claims made by

any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Consultant's comprehensive general liability policy. 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 of the Consultant's comprehensive general liability policy 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 Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to Consultant's comprehensive general liability policy 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 Consultant.

The Consultant shall require any subcontractor permitted by City to perform work for Consultant to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and City shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy 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 Consultant, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City and Consultant 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 subcontractor's comprehensive general liability policy.

7. Compensation. Consultant shall be compensated for the services to be performed hereunder in accordance with the Proposal approved by the City. Consultant shall submit to the 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.

8. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this contract, it will be faithful to City by not divulging,

disclosing or communicating to any perform, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by an 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.

9. Intellectual Property Rights. For the purposes of this contract, Project Materials means copyrights and all works developed in the performance of this contract, including, but not limited to, the finished product and any deliverables, including any software or data whether in written or electronic format. Project materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this contract. All Project Materials are agreed by Consultant 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, City hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under federal law. Consultant shall provide City with copies of all Project Materials. Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant’s progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City. Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use are and shall remain the sole and exclusive property of City.

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

If to City:	City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811 Attn: John Mulder, City Administrator
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If to Consultant:	Braun Intertec Corporation 4511 West 1st Street Suite 4 Duluth, MN 55807
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11. Miscellaneous. This contract constitutes the sole and complete agreement relating to the subject matter of this contract 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 property executed.

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



13. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Consultant 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 contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

14. 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.

15. 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.

16. Recordkeeping. Consultant hereby agrees:

16.1. 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 him under this Agreement.

16.2. To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by the City and copies thereof shall be furnished to City upon request by City.

16.3. That no employee, officer or agent of the 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 Consultant.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Consultant have executed this contract as of the date first above written.

**CITY:**

**City of Hermantown**

By \_\_\_\_\_  
Its Mayor

And By \_\_\_\_\_  
Its City Clerk

**CONSULTANT:**

**Braun Intertec Corporation**

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**

**CITY OF HERMANTOWN, MINNESOTA**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

TO: Braun Intertec Corporation (“Consultant”)

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Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated \_\_\_\_\_, 20\_\_, you are hereby authorized to proceed with the Professional Services described as follows:

\_\_\_\_\_  
[PROJECT NAME]

**I. PROJECT DESCRIPTION**

The City of Hermantown (“City”) has requested Consultant perform the following services:

- A. The services shown on the Request for Services attached hereto.
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**II. SERVICES TO BE PROVIDED**

Consultant has agreed to provide the following services:

- A. The services described on the Proposal attached hereto.
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**III. ADDITIONAL SERVICES**

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. \_\_\_\_\_

B. \_\_\_\_\_

**IV. PERIOD OF SERVICE**

Consultant’s services will be completed within \_\_\_\_\_ from the date of this Authorization.

**V. COMPENSATION**

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Agreement, in the [estimated][not to exceed] amount of \$\_\_\_\_\_.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Its Mayor

And by \_\_\_\_\_  
Its City Clerk

OR

Approved by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized City Representative

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Consultant Acceptance by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized Consultant Representative

**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL SERVICES**

**CITY OF HERMANTOWN  
AND  
ENGINEERING PARTNERS INC.**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **City of Hermantown**, Minnesota, a statutory city under the laws of the State of Minnesota, hereinafter referred to as “City”, and **Engineering Partners Inc.**, a Minnesota corporation, d/b/a EPC Engineering & Testing, hereinafter referred to as “Consultant” in response to the following situation:

- A. City desires to utilize Consultant’s geotechnical and material testing services on a non-exclusive, project by project basis in connection with City operations for the years 2020-2021.
- B. Consultant has represented that it is qualified and willing to perform the services desired by the City.

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

1. Services to be Performed.

1.1. Consultant will provide, upon written request of the City in the form of a Request for Services or similar documentation (“RFS”), the services described in the RFS and in a written proposal (“Proposal”) provided by Consultant in response to the RFS. In the event of any conflict between an RFS and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

1.2. The City Administrator shall be responsible for administration of this Agreement. Upon receipt of an RFS from the City Administrator, Consultant shall prepare a Proposal for the services identified in the RFS. Consultant shall provide the identified services only upon approval of the Proposal by the City, and upon the receipt of an authorization to proceed from the City. The Authorization to Proceed shall be in the form of the one attached hereto as Exhibit A. City will not be obligated to pay for services performed that are not authorized and requested by the City Administrator.

2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of services set forth herein; and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Contract Period. This Agreement shall be effective as of the date first above written and shall continue until December 31, 2021 unless sooner terminated as provided in paragraph 4 hereof.

4. Termination of Contract. Either the Consultant or the 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 contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this contract shall be delivered to the City and Consultant shall be entitled to compensation for time expended to the date of termination and expenses incurred.

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

6. Standard of Performance and Insurance.

6.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

6.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

6.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). 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.

Consultant 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 his/her/its services hereunder.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant'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 Consultant and any claims made by

any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Consultant's comprehensive general liability policy. 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 of the Consultant's comprehensive general liability policy 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 Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to Consultant's comprehensive general liability policy 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 Consultant.

The Consultant shall require any subcontractor permitted by City to perform work for Consultant to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and City shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy 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 Consultant, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City and Consultant 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 subcontractor's comprehensive general liability policy.

7. Compensation. Consultant shall be compensated for the services to be performed hereunder in accordance with the Proposal approved by the City. Consultant shall submit to the 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.

8. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this contract, 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 an 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.

9. Intellectual Property Rights. For the purposes of this contract, Project Materials means copyrights and all works developed in the performance of this contract, including, but not limited to, the finished product and any deliverables, including any software or data whether in written or electronic format. Project materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this contract. All Project Materials are agreed by Consultant 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, City hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under federal law. Consultant shall provide City with copies of all Project Materials. Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant’s progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City. Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use are and shall remain the sole and exclusive property of City.

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

If to City:	City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811 Attn: John Mulder, City Administrator
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If to Consultant:	Engineering Partners Inc. 539 Garfield Avenue Duluth, Minnesota 55802
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11. Miscellaneous. This contract constitutes the sole and complete agreement relating to the subject matter of this contract 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.

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



13. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Consultant 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 contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

14. 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.

15. 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.

16. Recordkeeping. Consultant hereby agrees:

16.1. 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 him under this Agreement.

16.2. To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by the City and copies thereof shall be furnished to City upon request by City.

16.3. That no employee, officer or agent of the 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 Consultant.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Consultant have executed this contract as of the date first above written.

**CITY:**

**City of Hermantown**

By \_\_\_\_\_  
Its Mayor

And By \_\_\_\_\_  
Its City Clerk

**CONSULTANT:**

**Engineering Partners Inc.**

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**

**CITY OF HERMANTOWN, MINNESOTA**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

TO: Engineering Partners Inc. (“Consultant”)

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Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated \_\_\_\_\_, 20\_\_, you are hereby authorized to proceed with the Professional Services described as follows:

\_\_\_\_\_  
[PROJECT NAME]

**I. PROJECT DESCRIPTION**

The City of Hermantown (“City”) has requested Consultant perform the following services:

- A. The services shown on the Request for Services attached hereto.
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**II. SERVICES TO BE PROVIDED**

Consultant has agreed to provide the following services:

- A. The services described on the Proposal attached hereto.
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**III. ADDITIONAL SERVICES**

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. \_\_\_\_\_

B. \_\_\_\_\_

**IV. PERIOD OF SERVICE**

Consultant’s services will be completed within \_\_\_\_\_ from the date of this Authorization.

**V. COMPENSATION**

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Agreement, in the [estimated][not to exceed] amount of \$\_\_\_\_\_.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Its Mayor

And by \_\_\_\_\_  
Its City Clerk

OR

Approved by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized City Representative

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Consultant Acceptance by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized Consultant Representative

**TO:** Mayor & City Council

**FROM:** David Bolf, City Engineer



**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** 2020 Road Improvement Plan    Agenda Item: 12-F    Resolution 2020-25

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**REQUESTED ACTION**

**Award Construction Bid provided by Ulland Brothers for 2020 Road Improvement Plan (Johnson, Portland, Alexander, Carlson & Hermantown Rd)**

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**BACKGROUND**

The bid opening for the above-mentioned project was conducted on Thursday, January 30, 2020 at 10:00 a.m. at City Hall. Sealed bids were received from four (4) contractors, with the low bidder being Ulland Brothers, Inc. in the amount of \$2,314,800.00. The engineering estimate for the project was \$2,096,075.13.

It is recommended that the City award the construction contract for the 2020 Road Improvement project to Ulland Brothers, Inc. in the amount of \$2,314.800.00.

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**SOURCE OF FUNDS (if applicable)**

Road Improvement Fund - 475-431150-550 (Bonding, Special Assessments, Water Fund)

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**ATTACHMENTS**

Abstract of Bids

Award Letter

**Resolution No. 2020-25**

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR  
2020 ROAD IMPROVEMENT DISTRICT NO. 531 & NO. 532  
IN THE AMOUNT OF \$2,314,800.00**

WHEREAS, the City of Hermantown duly advertised for bids for 2020 Road Improvement District No. 531 & No. 532 (“Project”) within the City of Hermantown; and

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

WHEREAS, bids on such Project were publicly opened and tabulated by the Consulting Engineer and City Clerk on January 20, 2020; and

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

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

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

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Ulland Brothers, Inc. (“Contractor”) be awarded the contract for 2020 Road Improvement District No. 531 & No. 532 (“Project”); and

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

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for 2020 Road Improvement District No. 531 & No. 532.
2. The bid of Contractor is in the amount of \$2,314,800.00 for 2020 Road Improvement District No. 531 & No. 532 for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.
4. Upon execution of such contract by Contractor and its submission of a performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.
5. The City Clerk is hereby authorized and directed to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the

next lowest bidder shall not be returned until a contract has been executed.

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

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilor

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

BID TABULATION  
HERMANTOWN STREET IMPROVEMENT DISTRICTS 531 & 532  
SAP 202-102-005

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE	ULLAND UNIT PRICE	ULLAND TOTAL PRICE	KTM UNIT PRICE	KTM TOTAL PRICE	NORTHLAND UNIT PRICE	NORTHLAND TOTAL PRICE	BOUGALIS UNIT PRICE	BOUGALIS TOTAL PRICE
1	MOBILIZATION	LUMP SUM	1	\$ 80,000.00	\$ 80,000.00	\$ 16,210.21	\$ 16,210.21	\$ 125,500.00	\$ 125,500.00	\$ 219,463.67	\$ 219,463.67	\$ 215,000.00	\$ 215,000.00
2	CLEARING & GRUBBING	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 16,470.26	\$ 16,470.26	\$ 10,000.00	\$ 10,000.00	\$ 6,875.00	\$ 6,875.00
3	CLEARING	TREE	80	\$ 500.00	\$ 40,000.00	\$ 250.00	\$ 20,000.00	\$ 200.00	\$ 16,000.00	\$ 185.00	\$ 14,800.00	\$ 430.00	\$ 34,400.00
4	GRUBBING	TREE	80	\$ 250.00	\$ 20,000.00	\$ 200.00	\$ 16,000.00	\$ 287.02	\$ 22,961.60	\$ 200.00	\$ 16,000.00	\$ 90.00	\$ 7,200.00
5	REMOVE SIGN TYPE SPECIAL	EACH	100	\$ 50.00	\$ 5,000.00	\$ 28.20	\$ 2,820.00	\$ 13.96	\$ 1,396.00	\$ 26.00	\$ 2,600.00	\$ 27.00	\$ 2,700.00
6	SALVAGE SIGN TYPE SPECIAL	EACH	2	\$ 100.00	\$ 200.00	\$ 56.40	\$ 112.80	\$ 13.96	\$ 27.92	\$ 78.00	\$ 156.00	\$ 79.00	\$ 158.00
7	SALVAGE SIGN TYPE C	EACH	2	\$ 100.00	\$ 200.00	\$ 56.40	\$ 112.80	\$ 177.64	\$ 355.28	\$ 135.00	\$ 270.00	\$ 53.00	\$ 106.00
8	REMOVE SIGN TYPE C	EACH	24	\$ 50.00	\$ 1,200.00	\$ 56.40	\$ 1,353.60	\$ 55.83	\$ 1,339.92	\$ 55.00	\$ 1,320.00	\$ 53.00	\$ 1,272.00
9	REMOVE MAIL BOX SUPPORT	EACH	100	\$ 50.00	\$ 5,000.00	\$ 50.50	\$ 5,050.00	\$ 69.78	\$ 6,978.00	\$ 55.00	\$ 5,500.00	\$ 53.00	\$ 5,300.00
10	REMOVE HYDRANT	EACH	3	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 868.01	\$ 2,604.03	\$ 550.00	\$ 1,650.00	\$ 480.00	\$ 1,440.00
11	REMOVE GATE VALVE AND BOX	EACH	14	\$ 200.00	\$ 2,800.00	\$ 300.00	\$ 4,200.00	\$ 502.00	\$ 7,028.00	\$ 200.00	\$ 2,800.00	\$ 210.00	\$ 2,940.00
12	REMOVE CURB STOP AND BOX	EACH	9	\$ 100.00	\$ 900.00	\$ 425.00	\$ 3,825.00	\$ 468.24	\$ 4,214.16	\$ 150.00	\$ 1,350.00	\$ 105.00	\$ 945.00
13	REMOVE PIPE CULVERTS	LIN FT	3004	\$ 5.00	\$ 15,020.00	\$ 17.00	\$ 51,068.00	\$ 8.00	\$ 24,032.00	\$ 15.00	\$ 45,060.00	\$ 6.00	\$ 18,024.00
14	REMOVE WATER MAIN	LIN FT	668	\$ 10.00	\$ 6,680.00	\$ 14.00	\$ 9,352.00	\$ 19.00	\$ 12,692.00	\$ 12.00	\$ 8,016.00	\$ 7.00	\$ 4,676.00
15	REMOVE WATER SERVICE	LIN FT	239	\$ 10.00	\$ 2,390.00	\$ 17.00	\$ 4,063.00	\$ 12.86	\$ 3,073.54	\$ 11.00	\$ 2,629.00	\$ 7.00	\$ 1,673.00
16	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	34	\$ 10.00	\$ 340.00	\$ 4.00	\$ 136.00	\$ 11.31	\$ 384.54	\$ 4.00	\$ 136.00	\$ 6.00	\$ 204.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1245	\$ 3.00	\$ 3,735.00	\$ 1.60	\$ 1,992.00	\$ 2.69	\$ 3,349.05	\$ 2.00	\$ 2,490.00	\$ 3.00	\$ 3,735.00
18	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2741	\$ 7.00	\$ 19,184.67	\$ 5.00	\$ 13,705.00	\$ 2.00	\$ 5,482.00	\$ 4.75	\$ 13,019.75	\$ 4.00	\$ 10,964.00
19	REMOVE BITUMINOUS PAVEMENT	SQ YD	8568	\$ 3.00	\$ 25,704.00	\$ 4.00	\$ 34,272.00	\$ 14.26	\$ 122,179.68	\$ 3.25	\$ 27,846.00	\$ 4.00	\$ 34,272.00
20	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	\$ 15.00	\$ 1,980.00	\$ 8.00	\$ 1,056.00	\$ 6.12	\$ 807.84	\$ 15.00	\$ 1,980.00	\$ 9.00	\$ 1,188.00
21	GEOTEXTILE FABRIC TYPE 5	SQ YD	22994	\$ 3.00	\$ 68,982.00	\$ 2.30	\$ 52,886.20	\$ 1.62	\$ 37,250.28	\$ 2.10	\$ 48,287.40	\$ 2.45	\$ 56,335.30
22	COMMON EXCAVATION (P)	CU YD	14708	\$ 15.00	\$ 220,620.00	\$ 24.00	\$ 352,992.00	\$ 20.50	\$ 301,514.00	\$ 17.50	\$ 257,390.00	\$ 16.00	\$ 235,328.00
23	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	7188	\$ 30.00	\$ 215,640.00	\$ 27.00	\$ 194,076.00	\$ 32.51	\$ 233,681.88	\$ 41.00	\$ 294,708.00	\$ 22.00	\$ 158,136.00
24	ROCK EXCAVATION	CU YD	50	\$ 150.00	\$ 7,500.00	\$ 280.00	\$ 14,000.00	\$ 295.19	\$ 14,759.50	\$ 150.00	\$ 7,500.00	\$ 225.00	\$ 11,250.00
25	AGGREGATE SURFACING (CV) CLASS 5	CU YD	934	\$ 30.00	\$ 28,020.00	\$ 51.00	\$ 47,634.00	\$ 40.18	\$ 37,528.12	\$ 60.00	\$ 56,040.00	\$ 55.00	\$ 51,370.00
26	AGGREGATE BASE (CV) CLASS 5	CU YD	2583	\$ 30.00	\$ 77,490.00	\$ 43.00	\$ 111,069.00	\$ 36.81	\$ 95,080.23	\$ 43.50	\$ 112,360.50	\$ 33.00	\$ 85,239.00
27	FULL DEPTH RECLAMATION	SQ YD	14129	\$ 2.50	\$ 35,322.50	\$ 1.50	\$ 21,193.50	\$ 4.63	\$ 65,417.27	\$ 2.00	\$ 28,258.00	\$ 1.00	\$ 14,129.00
28	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	1072	\$ 3.00	\$ 3,216.00	\$ 3.00	\$ 3,216.00	\$ 7.98	\$ 8,554.56	\$ 3.15	\$ 3,376.80	\$ 8.50	\$ 9,112.00
29	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	3220	\$ 75.00	\$ 241,500.00	\$ 77.00	\$ 247,940.00	\$ 121.18	\$ 390,199.60	\$ 78.00	\$ 251,160.00	\$ 110.00	\$ 354,200.00
30	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3:C)	TON	3602	\$ 75.00	\$ 270,150.00	\$ 85.00	\$ 306,150.00	\$ 120.80	\$ 435,121.60	\$ 72.00	\$ 259,344.00	\$ 110.00	\$ 396,220.00
31	15" RC PIPE APRON	EACH	16	\$ 600.00	\$ 9,600.00	\$ 960.00	\$ 15,360.00	\$ 930.04	\$ 14,880.64	\$ 1,000.00	\$ 16,000.00	\$ 740.00	\$ 11,840.00
32	24" RC PIPE APRON	EACH	4	\$ 1,100.00	\$ 4,400.00	\$ 1,100.00	\$ 4,400.00	\$ 1,544.15	\$ 6,176.60	\$ 1,200.00	\$ 4,800.00	\$ 950.00	\$ 3,800.00
33	30" RC PIPE APRON	EACH	2	\$ 1,200.00	\$ 2,400.00	\$ 1,300.00	\$ 2,600.00	\$ 1,733.84	\$ 3,467.68	\$ 1,650.00	\$ 3,300.00	\$ 1,300.00	\$ 2,600.00
34	36" RC PIPE APRON	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 1,700.00	\$ 3,400.00	\$ 2,248.87	\$ 4,497.74	\$ 2,150.00	\$ 4,300.00	\$ 1,825.00	\$ 3,650.00
35	44" SPAN RC PIPE APRON	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 2,100.00	\$ 4,200.00	\$ 3,223.72	\$ 6,447.44	\$ 2,400.00	\$ 4,800.00	\$ 2,050.00	\$ 4,100.00
36	15" RC PIPE CULVERT	LIN FT	340	\$ 50.00	\$ 17,000.00	\$ 93.00	\$ 31,620.00	\$ 120.17	\$ 40,857.80	\$ 85.00	\$ 28,900.00	\$ 64.00	\$ 21,760.00
37	24" RC PIPE CULVERT	LIN FT	97	\$ 60.00	\$ 5,820.00	\$ 110.00	\$ 10,670.00	\$ 125.00	\$ 12,125.00	\$ 105.00	\$ 10,185.00	\$ 82.00	\$ 7,954.00
38	30" RC PIPE CULVERT	LIN FT	48	\$ 75.00	\$ 3,600.00	\$ 142.00	\$ 6,816.00	\$ 150.00	\$ 7,200.00	\$ 135.00	\$ 6,480.00	\$ 118.00	\$ 5,664.00
39	36" RC PIPE CULVERT	LIN FT	56	\$ 100.00	\$ 5,600.00	\$ 176.00	\$ 9,856.00	\$ 203.32	\$ 11,385.92	\$ 180.00	\$ 10,080.00	\$ 148.00	\$ 8,288.00
40	44" SPAN RC PIPE CULVERT CL IIA	LIN FT	34	\$ 120.00	\$ 4,080.00	\$ 262.00	\$ 8,908.00	\$ 375.00	\$ 12,750.00	\$ 245.00	\$ 8,330.00	\$ 220.00	\$ 7,480.00
41	15" CS PIPE CULVERT	LIN FT	3745	\$ 40.00	\$ 149,799.64	\$ 38.00	\$ 142,310.00	\$ 40.97	\$ 153,432.65	\$ 28.00	\$ 104,860.00	\$ 42.00	\$ 157,290.00
42	18" CS PIPE CULVERT	LIN FT	62	\$ 42.00	\$ 2,587.33	\$ 43.00	\$ 2,666.00	\$ 101.43	\$ 6,288.66	\$ 38.00	\$ 2,356.00	\$ 46.00	\$ 2,852.00
43	SANITARY SEWER SPOT REPAIRS	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,606.73	\$ 2,606.73	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
44	TEMPORARY WATER SERVICE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00	\$ 13,500.00	\$ 13,500.00
45	CONNECT TO EXISTING WATER MAIN	EACH	14	\$ 500.00	\$ 7,000.00	\$ 1,900.00	\$ 26,800.00	\$ 1,186.91	\$ 16,616.74	\$ 900.00	\$ 12,600.00	\$ 3,500.00	\$ 49,000.00
46	RELOCATE HYDRANT & VALVE	EACH	12	\$ 1,500.00	\$ 18,000.00	\$ 2,900.00	\$ 34,800.00	\$ 2,325.36	\$ 27,904.32	\$ 2,200.00	\$ 26,400.00	\$ 3,500.00	\$ 42,000.00
47	HYDRANT	EACH	3	\$ 7,500.00	\$ 22,500.00	\$ 5,400.00	\$ 16,200.00	\$ 6,700.00	\$ 20,100.00	\$ 5,500.00	\$ 16,500.00	\$ 6,245.00	\$ 18,735.00
48	CURB STOP & BOX	EACH	8	\$ 500.00	\$ 4,000.00	\$ 965.00	\$ 7,720.00	\$ 1,615.19	\$ 12,921.52	\$ 500.00	\$ 4,000.00	\$ 380.00	\$ 3,040.00
49	6" GATE VALVE AND BOX	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 2,800.00	\$ 8,400.00	\$ 3,575.15	\$ 10,725.45	\$ 2,250.00	\$ 6,750.00	\$ 2,245.00	\$ 6,735.00
50	MAGNETIZED TRACER BOX	EACH	22	\$ 200.00	\$ 4,400.00	\$ 340.00	\$ 7,480.00	\$ 552.62	\$ 12,157.64	\$ 260.00	\$ 5,720.00	\$ 100.00	\$ 2,200.00
51	WATER SERVICE TAP & HOOKUP	EACH	8	\$ 500.00	\$ 4,000.00	\$ 1,120.00	\$ 8,960.00	\$ 3,150.00	\$ 25,200.00	\$ 1,350.00	\$ 10,800.00	\$ 650.00	\$ 5,200.00
52	8" HDPE WATER MAIN SDR 11	LIN FT	610	\$ 80.00	\$ 48,800.00	\$ 114.00	\$ 69,540.00	\$ 102.89	\$ 62,762.90	\$ 54.00	\$ 32,940.00	\$ 52.00	\$ 31,720.00
53	ADJUST FRAME AND RING CASTING	EACH	24	\$ 100.00	\$ 2,400.00	\$ 1,700.00	\$ 40,800.00	\$ 2,410.75	\$ 57,858.00	\$ 1,050.00	\$ 25,200.00	\$ 1,825.00	\$ 43,800.00
54	RANDOM RIPRAP CLASS III	CU YD	187	\$ 100.00	\$ 18,700.00	\$ 98.00	\$ 18,326.00	\$ 120.00	\$ 22,440.00	\$ 50.00	\$ 9,350.00	\$ 80.00	\$ 14,960.00
55	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	\$ 40.00	\$ 5,280.00	\$ 95.00	\$ 12,540.00	\$ 188.36	\$ 24,863.52	\$ 95.00	\$ 12,540.00	\$ 104.00	\$ 13,728.00
56	MAIL BOX SUPPORT	EACH	102	\$ 75.00	\$ 7,650.00	\$ 106.00	\$ 10,812.00	\$ 145.91	\$ 14,882.82	\$ 110.00	\$ 11,220.00	\$ 110.25	\$ 11,245.50
57	TRAFFIC CONTROL	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,709.68	\$ 5,709.68	\$ 17,000.00	\$ 17,000.00	\$ 4,800.00	\$ 4,800.00
58	INSTALL SIGN TYPE SPECIAL	EACH	2	\$ 200.00	\$ 400.00	\$ 225.00	\$ 450.00	\$ 35.53	\$ 71.06	\$ 315.00	\$ 630.00	\$ 315.00	\$ 630.00
59	SIGN PANELS TYPE SPECIAL	EACH	102	\$ 20.00	\$ 2,040.00	\$ 96.00	\$ 9,792.00	\$ 131.96	\$ 13,459.92	\$ 130.00	\$ 13,260.00	\$ 131.00	\$ 13,362.00
60	SIGN PANELS TYPE C	SQ FT	150	\$ 50.00	\$ 7,512.50	\$ 57.00	\$ 8,550.00	\$ 64.71	\$ 9,706.50	\$ 52.00	\$ 7,800.00	\$ 52.00	\$ 7,800.00
61	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00	\$ 500.00	\$ 500.00	\$ 1,150.00	\$ 1,150.00
62	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	18884	\$ 3.00	\$ 56,652.00	\$ 3.00	\$ 56,652.00	\$ 4.47	\$ 84,411.48	\$ 3.15	\$ 59,484.60	\$ 3.30	\$ 62,317.20
63	COMMON TOPSOIL BORROW	CU YD	3552	\$ 40.00	\$ 142,080.00	\$ 26.00	\$ 92,352.00	\$ 51.71	\$ 183,673.92	\$ 28.00	\$ 99,456.00	\$ 29.00	\$ 103,008.00
64	FERTILIZER TYPE 1 (20-10-20)	POUND	534	\$ 1.00	\$ 534.00	\$ 0.76	\$ 405.84	\$ 0.95	\$ 507.30	\$ 0.80	\$ 427.20	\$ 0.80	\$ 427.20
65	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	9920	\$ 2.50	\$ 24,800.00	\$ 1.70	\$ 16,864.00	\$ 2.11	\$ 20,931.20	\$ 1.80	\$ 17,856.00	\$ 2.00	\$ 19,840.00
66	SODDING TYPE LAWN	SQ YD	10278	\$ 2.00	\$ 20,556.00	\$ 6.00	\$ 61,668.00	\$ 8.44	\$ 86,746.32	\$ 6.10	\$ 62,695.80	\$ 7.00	\$ 71,946.00
67	SEEDING	ACRE	2	\$ 350.00	\$ 539.00	\$ 455.00	\$ 910.00	\$ 76.13	\$ 152.56	\$ 470.00	\$ 940.00	\$ 470.00	\$ 940.00
68	SEED MIXTURE 25-151	POUND	183	\$ 5.00	\$ 915.00	\$ 3.75	\$ 686.25	\$ 5.18	\$ 947.94	\$ 4.00	\$ 732.00	\$ 4.00	\$ 732.00
69	INTERIM PAVEMENT MARKING	LIN FT	7638	\$ 0.50	\$ 3,819.00	\$ 0.40	\$ 3,055.20	\$ 0.66	\$ 5,041.08	\$ 0.21	\$ 1,603.98	\$ 2.00	\$ 15,276.00
70	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	5092	\$ 1.50	\$ 7,638.00	\$ 0.90	\$ 4,582.80	\$ 1.71	\$ 8,707.32	\$ 0.65	\$ 3,309.80	\$ 0.75	\$ 3,819.00
71	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	2546	\$ 3.00	\$ 7,638.00	\$ 1.80	\$ 4,582.80	\$ 3.40	\$ 8,654.00	\$ 1.25	\$ 3,182.50	\$ 1.45	\$ 3,691.70
<b>TOTAL BID</b>					\$ 2,096,075.13		\$ 2,314,800.00		\$ 3,040,255.31				





11 East Superior Street, Suite 420  
Duluth, MN 55802  
218.724.8578  
tkda.com

February 7, 2020

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

Re: Street Improvement Districts 531 & 532, S.A.P. 202-102-005  
TKDA Project No. 17587.000

Dear Mr. Mulder and Council Members,

The bid opening for the above mentioned project was conducted Thursday, January 30, 2020 at 10:00 a.m. Sealed bids were received from four contractors, with the apparent low bidder Ulland Brothers, Inc. in the amount of \$2,314.800.00. The four bids received are as follows:

Ulland Brothers, Inc.	\$2,314.800.00
KTM Paving, Inc.	\$3,040,255.31 (corrected per unit price check)
George Bougalis and Sons, Inc	\$2,529,771.90
Northland Constructors of Duluth, Inc.	\$2,375,000.00

The engineer's estimate is \$2,096,075.13 and I recommend awarding the contract to Ulland Brothers, Inc in the amount of \$2,314.800.00.

If you have any questions, please feel free to contact me at 218.491.7387.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jon Loye'.

Jon Loye  
Project Engineer

**TO:** Mayor & City Council

**FROM:** David Bolf, City Engineer



**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** Geo-Tech Proposals

**Agenda Item:** 12-G

**Resolution 2020-26**

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**REQUESTED ACTION**

Accept the proposal for geo-technical and material testing services with Braun Interec for 2020 Road Improvement District No. 531 & No. 532 (Johnson, Portland, Alexander, Carlson & Hermantown Rd)

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**BACKGROUND**

It is recommended to accept the proposal from with Braun Intertec for geo-technical and material testing services for the 2020 Road Improvement Plan. This work would be done under the master services agreement for geo-technical services.

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**SOURCE OF FUNDS (if applicable)**

475-431150-550

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**ATTACHMENTS**

Resolution  
Authorization for Professional Services  
Proposal from Braun

**Resolution No. 2020-26**

**RESOLUTION APPROVING AUTHORIZATION FOR PROFESSIONAL SERVICES FOR  
CONSTRUCTION MATERIALS TESTING SERVICES BY BRAUN INTERTEC  
CORPORATION**

WHEREAS, the City of Hermantown (“City”) obtained a proposal from Braun Intertec Corporation (“Braun”) dated February 4, 2020 for construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota (“Project”); and

WHEREAS, such proposal (“Proposal”) is attached hereto as Exhibit B; and

WHEREAS, City has a Master Services Agreement dated \_\_\_\_\_, 2020 (“Master Services Agreement”) with Braun that would cover the services described in the Proposal; and

WHEREAS, the Master Services Agreement provides for the issuance of an Authorization for Professional Services upon acceptance of a Proposal; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City to approve an Authorization for Professional Services with Braun to provide the services described in the Proposal 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 Proposal attached hereto as Exhibit B is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Authorization for Professional Services substantially in the form attached hereto as Exhibit A.

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 February 18, 2020.

**EXHIBIT A**

**CITY OF HERMANTOWN, MINNESOTA**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

TO: Braun Intertec Corporation (“Consultant”)

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Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated \_\_\_\_\_, 20\_\_, you are hereby authorized to proceed with the Professional Services described in the Proposal attached hereto.

**I. PROJECT DESCRIPTION**

The City of Hermantown (“City”) has requested Consultant perform construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota.

**II. SERVICES TO BE PROVIDED**

Consultant has agreed to provide the services described in the Proposal attached hereto.

**A. ADDITIONAL SERVICES**

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. \_\_\_\_\_

B. \_\_\_\_\_

**III. PERIOD OF SERVICE**

Consultant’s services will be completed within \_\_\_\_\_ from the date of this Authorization.

**IV. COMPENSATION**

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Proposal, in a not to exceed the amount of \$16,820.00.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_ Attest \_\_\_\_\_  
Mayor City Clerk  
OR

Approved by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized City Representative

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Consultant Acceptance by \_\_\_\_\_, 20\_\_.  
Authorized Consultant Representative

**EXHIBIT B**

**PROJECT PROPOSAL**

February 4, 2020

Proposal QTB114377

Mr. David Bolf  
City of Hermantown  
5105 Maple Grove Road  
Hermantown, MN 55811

Re: Proposal for Construction Materials Testing Services  
City of Hermantown 2020 Street Improvements  
SAP 202-102-005  
Hermantown Road, Johnson Road, Portland Road, Alexander Road, and Carlson Road  
Hermantown, Minnesota

Dear Mr. Bolf:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2020 Street Improvements projects in Hermantown, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 10 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

## **Our Understanding of Project**

We understand this project will include the construction of pavement subgrade preparation, aggregate base placement, and new concrete driveways along with a new bituminous pavement or reclamation of existing pavements. Improvements to the sanitary, storm, and water main utilities will also be part of this

AA/EOE

project. Braun Intertec performed the geotechnical evaluations for the project. Our familiarity with the soil conditions on the project will be a good asset for the City of Hermantown.

This project is a City of Hermantown project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2018 Standard Specifications for construction. This project is using MnDOT's 2018 Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

### **Available Project Information**

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by TKDA, dated January 6, 2020.
- A geotechnical report prepared by Braun Intertec, dated October 15, 2019.

### **Braun Intertec Project Personnel**

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

- Aggregate Production
- Bituminous Street
- Grading & Base I
- Bituminous Plant I
- Concrete Field I
- MnDOT or ACI Strength Testing
- Concrete Plant



### **Accredited Laboratory**

In the 2018 Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the state. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

### **Scope of Services**

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

#### **Soil Related Services**

- Perform nuclear gauge density tests on subgrade corrections, granular embankment, aggregate base, and utility backfill materials.
- Perform moisture content tests at time of compaction on backfill materials.
- Perform gradation tests on coarse filter aggregate, granular bedding, granular backfill, select granular borrow, aggregate base, and FDR materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

#### **Concrete Field Testing Related Services**

- Sample and test the plastic concrete for slump, air content, temperature prior to placement.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

### **Bituminous Related Services**

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests.
- Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples which include Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity.
- Randomly determine and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT's specifications, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores.

### **Reporting and Project Management**

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

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

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.

- Weekly concrete reports.
- Concrete compressive strength results.
- Bituminous mix designs.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

## **Basis of Scope of Work**

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

- Compaction testing will be performed using the nuclear density method on subgrade corrections; a minimum of 2 tests will be conducted each trip with 3 trips assumed.
- Compaction testing will be performed using the nuclear density method on utility backfill and fill material; a minimum of 2 tests will be conducted each trip with 6 trips assumed.
- We understand compaction testing on granular materials will be performed using the nuclear density method; a minimum of 4 tests will be conducted each trip with 6 trips assumed.
- We understand compaction testing on aggregate base will be performed using the nuclear density method; a minimum of 2 tests will be conducted each trip with 6 trips assumed.

- We assume 1 set of concrete tests will be required to complete the project.
- We assume bituminous paving will be completed in 6 days for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

## **Cost and Invoicing**

We will furnish the services described herein for an estimated fee of \$16,820. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

## **Additional Services and Overtime**

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. You will be billed only for services provided on a time and material basis.

## General Remarks

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

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

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

Our services will be provided under the terms of the Master Services Agreement for Professional Services.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.263.8869 (mjohnson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Molly A. Johnson, PE  
Project Engineer



Joseph C. Butler, PE  
Business Unit Manager

Attachments:  
Cost Estimate Table

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

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**

<b>Client:</b> City of Hermantown David Bolf 5105 Maple Grove Road Hermantown, MN 55811  smaher@hermantownmn.com	<b>Work Site Address:</b> Hermantown Road, Johnson Road, Portland Road, Alexander Road, and Carlson Road Hermantown, MN 55811	<b>Service Description:</b> MNDOT QA Construction Materials Testing
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	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>MnDOT Testing</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$6,220.00</b>
207	Compaction Testing - Nuclear	42.00	Hour	65.00	\$2,730.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	6.00	Trips	2.00	12.00
	Granular Borrow	6.00	Trips	2.00	12.00
	Aggregate Base	6.00	Trips	2.00	12.00
	Subgrade Correction	3.00	Trips	2.00	6.00
1308	Nuclear moisture-density meter charge, per hour	42.00	Each	20.00	\$840.00
1861	CMT Trip Charge	27.00	Each	15.00	\$405.00
209	Sample pick-up	6.00	Hour	65.00	\$390.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-up	6.00	Trips	1.00	6.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	175.00	\$700.00
1162	Sieve Analysis with 200 wash, per sample	8.00	Each	135.00	\$1,080.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	75.00	\$75.00
<b>Activity 1.2</b>	<b>Concrete Testing</b>				<b>\$380.00</b>
261	Concrete Testing	3.00	Hour	65.00	\$195.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Exterior Concrete & Driveway Aprons	1.00	Trips	3.00	3.00
278	Concrete Cylinder Pick up	1.00	Hour	65.00	\$65.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	1.00	Trips	1.00	1.00
1861	CMT Trip Charge	2.00	Each	15.00	\$30.00
1364	Compressive strength of concrete cylinders, per specimen	3.00	Each	30.00	\$90.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Exterior Concrete & Driveway Aprons	1.00	Set	3.00	3.00
<b>Activity 1.3</b>	<b>Pavement Testing</b>				<b>\$8,850.00</b>
2689	MnDOT Bituminous Verification, per sample	6.00	Each	700.00	\$4,200.00
221	Bituminous Coring	24.00	Hour	65.00	\$1,560.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	6.00	Trips	4.00	24.00
1861	CMT Trip Charge	6.00	Each	15.00	\$90.00
1542	Thickness and Density of Bituminous Core	6.00	Each	50.00	\$300.00
222	Bituminous Verification Testing	36.00	Hour	75.00	\$2,700.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	6.00	Trips	6.00	36.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$1,370.00</b>
226	Project Manager	4.00	Hour	140.00	\$560.00
1230	MnDOT Final Report	1.00	Each	500.00	\$500.00



The Science You Build On.

# Project Proposal

QTB114377

City of Hermantown 2020 Street Improvement SAP 202-102-005

228	Senior Project Manager	1.00	Hour	160.00	\$160.00
238	Project Assistant	2.00	Hour	75.00	\$150.00
				<b>Phase 1 Total:</b>	<b>\$16,820.00</b>

<b>Proposal Total:</b>	<b>\$16,820.00</b>
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**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator  
**DATE:** February 12, 2020  
**SUBJECT:** Prosecuting Attorney Contract



**Meeting Date:** 2/18/20

**Agenda Item: 12-H**      **Resolution 2020-27**

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**REQUESTED ACTION**

**Approve contract with Bray & Reed, Ltd. for prosecuting attorney services for 2020.**

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**BACKGROUND**

The name of the firm has changed from Dryer, Reed, Peterson & Bray, Ltd. to Bray & Reed, Ltd. We are just updating the name change. All the services and fees remain the same.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

Agreement

**Resolution No. 2020-27**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO  
EXECUTE AND DELIVER AGREEMENT FOR PROFESSIONAL SERVICES WITH BRAY &  
REED, LTD.  
(PROSECUTING ATTORNEY SERVICES)**

WHEREAS, the City is in need of prosecuting attorney services during 2020; and

WHEREAS, an Agreement for Professional Services between the City of Hermantown and Bray & Reed, Ltd. ("Shawn B. Reed") with respect to such services is attached hereto; and

WHEREAS, the City Council has duly considered the attached Agreement for Professional Services and believes that it is in the best interests of the City of Hermantown for it to enter into such Agreement with Shawn B. Reed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Agreement for Professional Services attached hereto between the City of Hermantown and Shawn B. Reed.

Councilor \_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

**AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF HERMANTOWN  
(CITY PROSECUTING SERVICES- INDEPENDENT CONTRACTOR)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is by and between the **City of Hermantown**, Minnesota, a statutory city under the laws of the State of Minnesota, hereinafter referred to as “City”, and **Bray & Reed, Ltd.** in response to the following situation:

- A. Prosecuting attorney services will from time to time be needed by the City.
- B. The City desires that Shawn B. Reed of Bray & Reed, Ltd. provide such prosecuting attorney services to it as its City Prosecuting Attorney.

NOW, THEREFORE, the City and Bray & Reed, Ltd. do mutually agree as follows:

**1. Services to be Performed.**

1.1. The legal services to be performed shall be the responsibility of Shawn B. Reed of Bray & Reed, Ltd. Shawn B. Reed will be the person who will be responsible for the day-to-day prosecuting attorney services.

1.2. Shawn B. Reed shall provide legal services to the City as its City Prosecuting Attorney including the services described in Exhibit A attached hereto.

1.3. The City Administrator shall be responsible for the day-to-day administration of this Agreement.

**2. Personnel.** Bray & Reed, Ltd. will secure, at his own expense, all personnel required to perform the legal services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the City.

**3. Assignability.** Bray & Reed, Ltd. shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

**4. Contract Period.** This Agreement shall be effective as of \_\_\_\_\_ and shall continue until terminated as provided in paragraph 5 hereof.

**5. Termination of Contract.** Either Bray & Reed, Ltd. or the 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 contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by Bray & Reed, Ltd. under this contract shall be delivered to the City and Bray & Reed, Ltd. shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. **Independent Contractor.** The relationship between Bray & Reed, Ltd. and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer- employee relationship between the City and Bray & Reed, Ltd. or Shawn B. Reed.

7. **Standard of Performance and Insurance.** All services to be performed by Bray & Reed, Ltd. hereunder shall be performed in a skilled, professional and non-negligent manner. Bray & Reed, Ltd. shall obtain and maintain at its cost and expense professional liability insurance that covers the engineering services performed by it for the City with a combined single limit of liability of at least Two Million Hundred Thousand Dollars (\$2,000,000.00). Upon the execution hereof and thereafter, on the anniversary date of this Agreement, Bray & Reed, Ltd. shall provide the City with a certificate evidencing the existence of such insurance and shall provide City with evidence of such insurance at such other times as the City may request. Bray & Reed, Ltd. shall indemnify and hold harmless the City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his services hereunder.

8. **Appeals and Miscellaneous Prosecutions.** This Agreement covers the services of Shawn B. Reed in prosecuting police, sheriff's department and highway patrol related prosecutions of petty misdemeanors, misdemeanors and gross misdemeanors. Shawn B. Reed will also provide prosecuting services for various City ordinance violations, including fire code, building code and zoning code that are not covered by the preceding paragraph. Such services will be provided for the hourly rates set forth on Exhibit C attached hereto. Shawn B. Reed will also advise the Hermantown Police Department regarding Data Practices Act requirements, vehicle forfeitures and gun permits for the hourly rates set forth on Exhibit C attached hereto. Shawn B. Reed will also handle appeals from matters covered by this Agreement for the hourly rates set forth on Exhibit C attached hereto.

9. **Compensation.** Bray & Reed, Ltd. shall be compensated for the services to be performed hereunder as set forth in Exhibit B and Exhibit C. Bray & Reed, Ltd. shall submit to the 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.

10. **Record keeping.** Bray & Reed, Ltd. hereby agrees:

10.1. 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 him under this Agreement.

10.2. To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by the City and copies thereof shall be furnished to City upon request by City.

10.3. That no employee, officer or agent of the 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 Bray & Reed, Ltd.

11. **Miscellaneous.** Bray & Reed, Ltd. agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to the City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of the City or as required by any applicable law, rule, regulation or ordinance of the 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 the City, or parties contracting with the City.

12. **Work For Others.** Bray & Reed, Ltd. agrees not to accept any work from other clients where such work will be subject to review and/or approval by the City. This limitation is in addition to any limitations imposed on Bray & Reed, Ltd. by rules and statutes applicable to his work for the 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 Bray & Reed, Ltd., or to the City Clerk, 5105 Maple Grove Road, Hermantown, MN 55811.

14. **Entire Agreement.** This contract constitutes the sole and complete 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. Bray & Reed, Ltd. shall have no authority to enter into any contracts binding upon the City or to create any obligations on the part of the City.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Bray & Reed, Ltd. have executed this contract as of the date first above written.

**CITY:**

**City of Hermantown**

By \_\_\_\_\_  
Its Mayor

And by \_\_\_\_\_  
Its City Clerk

Dated: \_\_\_\_\_

**ATTORNEY:**

**Bray & Reed, Ltd.**

By \_\_\_\_\_  
Shawn B. Reed

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **SERVICES TO BE PERFORMED**

1. All police, sheriff's department and highway patrol related petty misdemeanors, misdemeanors and gross misdemeanors criminal prosecutions within the jurisdiction of Hermantown and not the responsibility of the St. Louis County Attorney's office.
2. Confer with Chief of Police and Police officers regarding current trends in law enforcement.
3. Coordinate activities as City Prosecuting Attorney with Victim Advocacy Groups and Court Administrator.
4. Attend arraignments and make bail motions on and for serious offenses.
5. Develop standard forms, practices and procedures for handling prosecution matters.
6. Handle vehicle forfeitures.
7. Advise the Hermantown Police Department with respect to Data Practices Act requirements made to the Hermantown Police Department.
8. Advise the Hermantown Police Department with respect to gun permits.

**EXHIBIT B**

The City shall pay the law firm the following monthly amounts for services described on Exhibit A:

\$6,750.00 / month

In addition to the foregoing fees, the City shall pay the City Prosecuting Attorney for long distance telephone, photocopying, fax and other out-of-pocket expenses incurred in connection with the performance of the services described on Exhibit A. There will be no add-on to these expenses; the amount billed to the City will be the actual amount of such out-of-pocket expenses.



**EXHIBIT C**

**HOURLY FEES FOR SERVICES DESCRIBED  
IN SECTION 8 OF ATTACHED AGREEMENT**

Attorney Time: \$90.00/hour  
Paralegal Time: \$50.00/hour

In addition to the foregoing fees, the City shall pay the City Prosecuting Attorneys for long distance telephone, photocopying, fax and other out-of-pocket expenses incurred in connection with the performance of the services described in Section 8 of the attached Agreement. There will be no add-on to these expenses; the amount billed to the City will be the actual amount of such out-of-pocket expenses.

**TO:** Mayor & City Council

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

**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** User Agreement with  
Hermantown School District

**Agenda Item: 12-I**

**Resolution 2020-28**



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**REQUESTED ACTION**

**Approve an agreement with the Hermantown School District for the use of athletic fields**

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**BACKGROUND**

A user agreement with the school district was approved in November of 2019. The school district wanted to include Rose Road Fields in the athletic agreement, so this is a revised agreement to include Rose Road Fields for high school softball games and practices.

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**SOURCE OF FUNDS (if applicable)**

n/a

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**ATTACHMENTS**

Agreement

**Resolution No. 2020-28**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND  
CITY CLERK TO EXECUTE AND DELIVER AGREEMENT FOR  
THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS WITH  
INDEPENDENT SCHOOL DISTRICT NO. 700**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, Independent School District No. 700 desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, Independent School District No. 700 desires to enter into the Agreement for a three-year term expiring on December 31, 2021 with the City.

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

1. A three-year Agreement with Independent School District No. 700 and Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement 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:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.

AGREEMENT FOR THE USE OF THE  
CITY OF HERMANTOWN ATHLETIC FIELDS

THIS AGREEMENT is made between the CITY OF HERMANTOWN (“City”) and INDEPENDENT SCHOOL DISTRICT NO. 700 (“School”) serving the Hermantown area, in order to fix the respective rights and duties of the City and the School with regard to the use of the City Athletic Fields

City at considerable expense has allocated land belonging to the City for use as athletic fields (“City Athletic Fields”). In order that this facility be a properly developed site for athletic events including baseball, softball and related sports, City has caused the area to be graded and has installed proper fields with markers, fencing, lights, and appropriate facilities for the staging of such events.

City and School are each a governmental unit responsible for the proper discharge of its duties and functions. It is necessary, therefore, that some record be made allocating rights and duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to School a license to use the City Athletic Fields at such times, scheduled a reasonable period in advance, as School may require the use of these facilities for practice or for the staging of school events, which Legion or VFW shall not be considered a school event. This license of usage includes the right to use the Fichtner Field-noted as field #1, the baseball field-noted as field #2, softball-noted as field #3, lights, parking area and all other facilities appurtenant to the City Athletic Fields. The City Superintendent shall be the sole judge with respect to the “usability” of the field.
2. In addition to the use of Fichtner Field, the City grants to School a license to use Rose Road field #2 for the purposes of its softball program.
3. School hereby agrees it will give reasonable advance notice of the scheduling of athletic practice and athletic events requiring the use of the City Athletic Fields, and does further agree that such usage, as it will make under this Agreement, will be done in a reasonable manner.

In consideration of this license for Five Thousand Dollars (\$5,000.00) and Four Thousand Six Hundred Dollars (\$4,600.00) for park maintenance, School agrees to pay the City the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) for the 2019-2021 years, payable on or before November 30, of each year (2018-2019) 2019-2020) (2020-2021).

4. City reserves the right to grant a license for the use of the City Athletic Fields, subject to the limitations (a) when a license is granted for use of the City athletic fields, the Park Board will inspect the area prior to and after such use (b) that other users shall be required to restore the City Athletic Fields to the same condition which existed prior to their usage, (c) parties other than School shall not be given license for use at any time while School is in session when School has scheduled usage of the City Athletic Fields and when the use of the City Athletic Fields by such other party will conflict with the usage scheduled by the School of the City Athletic Fields and (d) reasonable advance notice of the request of others to use the City Athletic Fields shall be given by City to School while School is in session.
5. Property installed by City on the City Athletic Fields shall be and remain the property of the City.
6. Except as School is permitted under law to make a grant or gift of the same, property installed by School for use in connection with City Athletic Fields shall be and remain the property of School including the maintenance thereof.
7. Maintenance of the City Athletic Fields shall be the responsibility of the City, however, the School also agrees to certain duties and functions in relationship to the use of the athletic fields. Listed below are the agreed responsibilities:

CITY MAINTENANCE ITEMS:

I. FICHTNER FIELD COMPLEX: Fields 1, 2 & 3

- (1) mowing;
- (2) necessary watering;
- (3) fertilization, as needed;
- (4) seeding, filling and grooming, when necessary;
- (5) weed control;
- (6) other routine maintenance items, which excludes dragging infields and chalking lines for games

SCHOOL DUTIES AND RESPONSIBILITIES:

- (1) Prepare field for school events and school games
- (2) Provide custodial services in order to maintain all of the buildings during and following school events;
- (3) Remove trash following school events.

8. Structural maintenance and structural repair of the facilities of the City Athletic Fields shall be the responsibility of the City. Such structural maintenance and structural repair shall include the following:
  - (1) major repair and maintenance of fields 1, 2, & 3
  - (2) repair and maintenance of backstops, fences and dugouts
  - (3) repair and maintenance of all scoreboards.
  
9. All of the athletic facilities at the City Athletic Fields shall be inspected by representatives of City and School semi-annually in April and in August. Following such inspection, the representatives conducting the inspection shall make recommendations to City and School as to any improvements or repairs that should be made to the athletic facilities at the City Athletic Fields.
  
10. The School cannot sublease, or grant use of the facilities, with the exception of Minnesota State High School League activities, without prior request and approval of the Park Board.
  
11. School shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and has a combined single limit of coverage of at least One Million Dollars Two Hundred Thousand (\$1,200,000). School shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be canceled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.
  
12. All receipts and disbursements in connection with athletic events sponsored by or performed pursuant to authority granted by School shall be for the account of School. All other receipts shall be for the account of City.
  
13. The cost of facilities and expenses, other than those, which School has agreed to assume, shall be for the account of City.

IN WITNESS WHEREOF, City and School have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF HERMANTOWN

INDEPENDENT SCHOOL DISTRICT  
NO. 700

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_ Mayor \_\_\_\_\_

Its \_\_\_\_\_

**TO:** Mayor & City Council  
**FROM:** Paul Senst, Public Works Director



**DATE:** February 11, 2020

**Meeting Date:** 2/18/20

**SUBJECT:** User Agreement with  
Hermantown Night Riders  
Snowmobile Club to groom  
Keene Creek Park trails

**Agenda Item:** 12-J

**Resolution 2020-29**

---

### **REQUESTED ACTION**

**Approve an agreement with the Hermantown Night Riders Snowmobile Club to groom Keene Creek Park trails with the City of Hermantown's grooming snowmobile**

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### **BACKGROUND**

The City of Hermantown was approached by the Hermantown Night Riders Snowmobile Club (Bart Porter) about helping the City groom the City's trails during the winter months at Keene Creek Park. The Club requested the use of the City grooming snowmobile to perform these operations. This will help the City keep up on trail grooming for the users of the park. This agreement is for the remainder of the 2020 winter and the 2020-21 winter and will be reviewed at the expiration of the agreement.

---

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

n/a

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### **ATTACHMENTS**

Trail Grooming Agreement

**Resolution No. 2020-29**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND  
CITY CLERK TO EXECUTE AND DELIVER AGREEMENT WITH  
HERMANTOWN NIGHT RIDERS SNOWMOBILE CLUB**

WHEREAS, the City of Hermantown owns property at Keene Creek Park; and

WHEREAS, the Hermantown Night Riders Snowmobile Club desires to maintain the snowmobile trail using the City snowmobile and trail groomer at Keene Creek Park; and

WHEREAS, the City requires that any party operating equipment on city property enters into an agreement governing such use; and

WHEREAS, Hermantown Night Riders Snowmobile Club desires to enter into the Agreement for a two-year term expiring on December 31, 2021 with the City.

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

1. A two-year Agreement with Hermantown Night Riders Snowmobile Club and Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement 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:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.



## TRAILING GROOMING LICENSE

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between **City of Hermantown**, a Minnesota statutory city, (“Licensor”) and **Hermantown Night Riders Snowmobile Club** (“Licensee”) in response to the following situation:

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

B. Licensee is a snowmobile club which developed and maintains fifty-nine (59) miles of Grant-In-Aid trail connecting the Munger Trail in the South, North to Fish Lake and the North Shore trail all of which runs through Duluth, Proctor, Hermantown, Rice Lake, and Fredenberg, Minnesota (“Snowmobile Trail”).

C. Licensee desires utilize the Groomer to groom the Snowmobile Trail on, over and across the Property which would increase Snowmobile Trail usage through the City of Hermantown and enhance enjoyment of the Snowmobile Trail by users.

D. Licensor is willing to grant Licensee permission to use a Groomer on, over and across Licensor’s Property pursuant to and subject to the terms of this License.

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

1. **Recitals.** The Recitals are included as a part hereof.
2. **Grant of License.** Licensor hereby grants and dedicates to Licensee a license to use a Groomer between December 1 and April 1 on, over and across Licensor’s Property in the locations shown on Exhibit B attached hereto.

3. **Term of License.** The term of this License shall be two (2) years from the date hereof and ending on \_\_\_\_\_, both dates inclusive, until either party gives the other party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. Licensee shall have the option to extend this License, upon the same terms, for an additional two (2) year term. The option hereby granted will be deemed to be exercised, unless Licensee notifies Licensor in writing not later than sixty (60) days prior to the expiration of the Initial Term of its decision not to exercise such option. Notwithstanding the foregoing, Licensor shall have the right to terminate this License Agreement at any time upon thirty (30) days written notice to Licensee.

4. **Benefit.** It is agreed that the License herein provided shall inure to the benefit of Licensor by providing a smooth, groomed snow surface that snowmobiles can safely travel on which will increase Snowmobile Trail usage by the community.

5. **Grooming Requirements.** The parties hereto agree that Licensee shall have the sole responsibility for use of the Groomer on the Snowmobile Trails, and Licensee covenants and agrees that:

5.1. Use of the Groomer is not permitted during the daylight hours of Saturday, Sunday or holidays and shall not occur during adverse weather conditions which would affect the safety of the operator of the Groomer and the Snowmobile Trail users.

5.2. All hazards that develop during grooming operations (holes, bumps, etc.) shall be removed immediately.

5.3. That the grooming shall be done in compliance with any Department of Natural Resources (DNR) rules and any local county zoning ordinances and in accordance with all other applicable statutes, rules and regulations relating to such acts and practices. Licensee shall be responsible for obtaining copies of the most recent guidelines.

5.4. At all times while this License is in effect, Licensee agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Licensor with respect to the timing, location and manner of the use of the Groomer on the Snowmobile Trails. Notwithstanding any other provision to the contrary, Licensee shall not be required to use the Groomer on the Property under this License. The parties agree that this License grants Licensee the right to use the Groomer on the Property as provided herein but does not impose any obligation on Licensee to do so.

5.5. The Groomer shall be kept at \_\_\_\_\_ and used only for grooming the portion of the trail on the Property.

6. **Repairs and Maintenance.** Licensee, at Licensee's sole cost and expense, shall (a) keep the Groomer in good repair, operating condition, appearance and working order in compliance with the manufacturer's recommendations and Licensee's standard practices (but in no event less than industry practices), (b) properly service all components of Groomer following the manufacturer's written operating and servicing procedures, (c) enter into and keep in full force and effect during the

term of this License Agreement a maintenance agreement covering the Groomer with the manufacturer, or a manufacturer-approved maintenance organization, to maintain, service and repair the Groomer, as otherwise required herein, (d) upon Licensor's request furnish Licensor with an executed copy of any such maintenance agreement, and (e) replace any part of the Groomer that becomes unfit or unavailable for use from any cause (whether or not such replacement is covered by a maintenance agreement) with a replacement part that, in Licensor's sole opinion, is of the same manufacture, value, remaining useful life and utility as the replaced part immediately preceding the replacement, assuming that such replaced part was in the condition required by this License Agreement. Replacement parts shall be free and clear of all liens and be fully subject to this License Agreement as if originally financed hereunder.

7. **Insurance.** Prior to use of the Groomer and Property for activities provided herein, Licensee, at its sole cost and expense, will procure, and will maintain during the term of this License, or any continued term of this License, insurance adequate to cover all liability herein assumed by Licensee and to protect Licensor and its councilors, officers, employees and agents with respect to losses arising out of the use of the Groomer and Property by Licensee its officers, councilors, employees, agents, contractors, suppliers, etc. The insurance policies will name Licensor its officers, councilors, employees and agents as Additional Insureds and will be endorsed to provide coverage to these Additional Insureds on a primary basis without seeking contribution from any other insurance available to Licensor.

8. **Execution of Documents.** All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this License, including, but not limited to, any additional DNR or county permit forms that may be required.

9. **Default.** In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this License.

10. **Successors and Assigns.** This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto. It is understood by the parties that Licensee's rights under the terms of this License are fully assignable without the consent of Licensor.

11. **Notices.** Any notice required or permitted to be given under this License will be in writing and deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Licensor:           City of Hermantown  
                                  Attn: City Administrator  
                                  5105 Maple Grove Rd  
                                  Hermantown, MN 55811

With a copy to:         Steven C. Overom  
                                  Overom Law  
                                  11 E. Superior Street  
                                  Suite 543

Duluth, MN 55802

If to Licensee: Hermantown Night Riders Snowmobile Club  
5186 Martin Road  
Duluth, MN 55811  
Attn: \_\_\_\_\_

With a copy to: [Name]  
[Address]  
[City, State Zip]

12. **Entire Agreement.** This License and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this License will be binding upon Licensor or Licensee unless reduced to writing and signed by them.

13. **Interpretation.** The laws of the State of Minnesota and all terms will govern this License and covenants will be interpreted in accordance herewith.

14. **Modifications.** Any amendments or modifications to this License must be in writing and signed by the parties.

15. **Relationship of Parties.** The relationship of the parties is that of independent contractors and in no way establishes an agency relationship.

[SIGNATURES APPEAR ON NEXT PAGE]





**EXHIBIT A**  
**Property Description**

The Northeast Quarter (NE1/4), Section Seven (7), Township Fifty-two (52) North, Range Eleven (11) West of the Fourth Principal Meridian.

**EXHIBIT B**  
**Areas to be Groomed**



**TO:** Mayor & City Council  
**FROM:** Eric Johnson, Community  
Development Director



**DATE:** February 12, 2020      **Meeting Date:** 02/18/20  
**SUBJECT:** Grant application to the MN      **Agenda Item: 12-K**      **Resolution 2020-30**  
DNR

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### **REQUESTED ACTION**

**Approve the City sponsoring a grant request to the Minnesota Department of Natural Resources (MNDNR) for the Hermantown Night Riders to purchase snow grooming equipment for the maintenance of their snowmobile trails.**

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### **BACKGROUND**

The Hermantown Night Rider snowmobile club contacted the Park Board requesting the City act as the sponsoring governmental unit for their grant application to the Minnesota Department of Natural Resources. The application requires a local unit of government be the applicant with an organization or club as a project partner. The Park Board unanimously recommended that the City act as a sponsor for this grant.

The snowmobile club is looking to purchase grooming equipment to maintain their 54 miles of snowmobile trails throughout Hermantown, Proctor and Duluth. This new equipment can be used to groom the snowmobile trail and the walking/cross country ski trails in Keene Creek Park. The snowmobile club has been grooming these trails for the past year.

The City is the grant applicant with the Hermantown Night Riders being a project partner for the grant. The request is for \$35,500 with the 25% required match of \$8,860 provided by the snowmobile club. City staff will coordinate the application with the snowmobile club and administer the grant.

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

Funds available through the Federal Recreation Trail Program  
Hermantown Night Riders

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### **ATTACHMENTS**

- Resolution Authorizing Application
- Draft Application

**Resolution No. 2020-30**

**RESOLUTION AUTHORIZING THE CITY OF HERMANTOWN TO SPONSOR A GRANT FOR THE PURCHASE OF SNOWMOBILE TRAIL MAINTENACE EQUIPMENT BY THE HERMANTOWN NIGHT RIDERS**

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

WHEREAS, the City of Hermantown has the legal authority to sponsor a grant funding request to Minnesota Department of Natural Resources (STATE) for an Equipment Grant (PROJECT), in order for the Hermantown Night Riders, project partner with the City, to purchase snowmobile trail maintenance equipment; and

WHEREAS, the City of Hermantown supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program; and

WHEREAS, the City of Hermantown and the Hermantown Night Riders recognizes the twenty-five (25) percent match requirement for the Federal Recreation Trail Program, and has secured the matching funds; and

WHEREAS, that, if selected for funding by the STATE, the City shall act as a legal sponsor for the PROJECT as funded by the MN Department of Natural Resources and that the City is hereby authorized to apply to the STATE for funding of this project on behalf of the City; and

WHEREAS, if the City of Hermantown is awarded a grant by the Minnesota Department of Natural Resources, the City of Hermantown agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Hermantown will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement; and

WHEREAS, the City of Hermantown has not incurred any development costs and the Hermantown Night Riders are responsible for any grant matches.

NOW, THEREFORE BE IT RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED that the application for a Trail Program Grant is hereby approved and the City Administrator is hereby authorized to execute and submit the application 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:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 18, 2020.



# FEDERAL RECREATIONAL TRAIL PROGRAM 2020 Trail Grant Application

## INSTRUCTIONS

**Delete this page before submitting Application**



**Before completing this application read and study the program manual, all information on the program website, and these instructions.**

**APPLICATION DUE DATE: February 28, 2020**

### COMPLETING THE APPLICATION:

- Carefully review the Project Eligibility section of the program manual to understand the different requirements and eligible expenditures and tips in the How To Apply section.
- Type all responses within the blank boxes associated with each question. Do not type your answers in the same box as the question. For location and site maps, you may insert these as separate pages immediately following each question and follow color coding system.
- Enter county Property (Parcel) Identification Number (PIN) of parcel(s) where project is located.
- Replace the sample resolution page with the actual approved resolution.
- DO NOT change the format of this document.
- Respond to all of the required questions and provide all required documents, including those outlined in the Attachment Checklist. Failure to complete the application appropriately will mean that the project will not be considered for funding.
- Please keep answers as brief and concise as possible, but thoroughly answer all parts of a question. Answers should focus on the project for which the funds will be utilized and less on future phases (if applicable) of your project.

### HOW TO SUBMIT THE APPLICATION:

Applications are to be submitted electronically in a “.pdf” format by the due date above. Paper submission of applications will no longer be accepted. To submit the application, email a pdf version of the application and attachments to [Trailgrants.DNR@state.mn.us](mailto:Trailgrants.DNR@state.mn.us). This is the official submittal email box. Submitting to any other email will not be accepted. Format the entire application, including all attachments, as one pdf document with all pages 8 ½” by 11” in dimension. **A confirmation email should arrive within one business day after you have submitted your application.** Each email is opened to insure the files are readable and then followed with a confirmation email. Applications submitted in an unusable format will NOT be considered for funding. If there are any questions about submitting the application please contact the program staff below.

### GENERAL INFORMATION:

This is a competitive grant program. Staff members are available to discuss your project or review application materials. You are encouraged to submit a draft application or materials by February 3, 2020 if you would like staff to provide comments. For assistance, please contact:

Daniel Golner, Grant Coordinator  
[daniel.golner@state.mn.us](mailto:daniel.golner@state.mn.us)  
(651) 259-5599



# FEDERAL RECREATIONAL TRAIL PROGRAM

## 2020 Trail Grant Application

Project #	
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### 1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	<b>City of Hermantown, Minnesota</b>
Contact Person:	
Contact Title:	
Mailing Address (include street address):	
Phone:	
Email address:	
<i>If the project has a trail club, organization, or project partner, please include below:</i>	
Organization/Club Name:	<b>Hermantown Night Riders</b>
Contact Person:	
Contact Title:	
Mailing Address (include street address):	5186 Martin Road Duluth, Minnesota 55811
Phone:	
Email address:	

### 2) GENERAL PROJECT INFORMATION:

Project Name:	<b>Keene Creek / Hermantown Night Riders</b>
Project Summary ( <u>30 words or less</u> ):	Grooming trails in Keene Creek Park for a multitude of uses. Support grooming and maintenance of 54 miles of trail system throughout Hermantown, Proctor, and Duluth.
Project Completion Date:	February 1, 2021
Trail Name:	Keene Creek, Hermantown Trail
Website with Trail Info:	<a href="http://www.snowmobileclub.net">www.snowmobileclub.net</a> Facebook: Hermantown Night Riders

### 3) FINANCIAL INFORMATION:

Grant Request:	\$35,433.18	Source of Cash Match (describe below in the box next to \$ amount):	Are match funds secured? (Yes/No)	Grant-in-Aid Funds (Yes/No)
Matching Funds (25% match required):	\$ 8,858.29		YES	
	\$			
	\$			
Total Project Cost:	\$	(Grant Request + Matching Funds must = Total Project Cost)		
If this project has received federal funding through the Enhancements Program or Transportation Alternative Program, please indicate which year the project is programmed for construction?			FFY:	

**4) PROJECT LOCATION:**

County Project is Located:	St. Louis County
State Legislative (House) District:	03A
State Senate District:	3
State House Representative: (name)	Rob Eckland
State Senator: (name)	Tom Bakk
Congressional District:	8th
PIN: Enter county Property (Parcel) Identification Number(s) of parcel where project is located:	

**5) MEASURABLE TARGETS/OUTCOMES FOR THIS PROJECT ONLY:**

It is required that measurable targets and outcomes be collected for your project. Complete the boxes below on the right with exactly how many miles of trail that will be acquired, newly developed or existing trail miles improved, along with the number of trailhead facilities, bridges, and/or culverts that will be developed or restored as part of just this project, not the whole trail. After the project is complete the measurable outcome will be compared with the target included.

Trail Miles to be Acquired:	
New Trail Miles to be Developed/Created:	
Existing Trail Miles to be Restored or Improved:	
Number of Trailhead Facilities to be Developed or Restored:	
Number of Trail Bridges/Culverts to be Developed or Restored:	
Existing Trail Miles to be Maintained:	

**6) RECREATIONAL USES FOR PROJECT:**

**6A)** Indicate the existing or proposed uses of the trail under primary use and the secondary recreation uses which will directly benefit from the proposed project:

Primary Use	Secondary Use	
x		Walking/Hiking
		Bicycling
	x	Mountain Bicycling
		Horseback Riding
	x	Cross-Country Skiing
		In-Line Skating
x		Snowmobiling
		ATV Riding
		Off-Highway Motorcycling
		Off-Road Vehicles (4x4, Jeep, etc.)
x		Other (specify):   Snowshoeing, Dog walking

**6B)** Describe/Justify how each of the above identified primary and/or secondary trail user groups will benefit from the project. Response required for each identified use above. Letters of support attached to this application for both primary and secondary usage strongly encouraged. See manual for secondary usage criteria.

**Primary Trail Usage- Walking/Hiking**  
Keene Creek Park has a sizeable network of trails throughout the park. Residents from Hermantown, Proctor, and Duluth heavily use this system, drawn by the terrain of rolling hills and the beautiful Keene Creek running through it. The park boasts trails that range from flat and easy, perfect for seniors, to steep trails for the more adventurous. It truly serves the entire

community. We are constantly maintaining the trails to keep the trails accessible and free of debris from brush and fallen trees.

The John Deere side-by-side will allow us to pull the SnoDozer 600, with walking trail setter, and produce a better trail throughout winter. Year-round trail maintenance would be made easier, faster, and more efficient by having equipment capable of pulling in trailers to haul off debris and to haul in materials when needed.

### **Primary Trail Usage- Snowmobiling**

The Keene Creek snowmobile trail was constructed by our volunteers over the last few years and is still work in process. This is a park-and-ride feeder trail to the Grant-in-Aid and state trail systems. Hermantown Night Rider volunteers have been grooming this with privately owned equipment for two years now. It is too small for our bigger groomers to come down as of yet. It is approx. 1.5 miles. This new trail connects riders to a convenient parking area that is closer to their homes and is large enough to accommodate many vehicles and trailers. This allows people to ride more often because many of the other park-and-rides are small and fill up quickly or require residents to trailer their machines across town. We have installed signage throughout the trail system and continue to work on widening the trail, clearing brush off the trail, and leveling the trail where needed. With this new access point and quality of our trails, we are seeing an increase in older sleds being registered and ridden on our entire trail system. The purchase of the Tundra Snow Dozer 600 trail groomer, and the John Deere side-by-side to pull it, will allow us to produce an even better trail, much quicker and more efficiently, further increasing trail use.

### **Primary Trail Usage- Snowshoeing**

We have a large number of snowshoe enthusiasts that use the trail system. They benefit from the maintenance and grooming of the trails in the same way as those mentioned above.

### **Primary Trail Usage-Dog Walking-**

We have many dog owners in the area and this is one of the only parks that have trails that welcome dogs. We groom an extra wide entrance to the trail system, providing an area that they can run and play. Many walkers and their pets use this area and the trails daily. Before we groomed this area, most of them walked on a single, narrow, foot carved path that was difficult and sometimes even dangerous for both the owners and their pets. Our groomed trails provide a safer and easier alternative. They benefit from the maintenance and grooming of the trails in the same way as those mentioned above.

### **Secondary Trail Usage- Mountain Biking**

Keene Creek Park trail system is used year-round by mountain biking enthusiasts. The terrain found on the trails provides trails for every level of skill and ability. They benefit from the maintenance and grooming of the trails in the same way as those mentioned above.

### **Secondary Trail Usage- Cross Country Skiing**

We have a several cross county skiers that use the trail system. Right now, they use the walking trails, as well as the snowmobile trails. The purchase of the SnoDozer 600 trail groomer, with its cross county trail setters, would enable the grooming of ski trails with a double indented path just for skiers. This would promote the expansion of our cross country ski usage by providing a better trail for them to use. This would provide trails designated for skiers, groomed especially for them. Existing walking trails would remain accessible to them as well. These designated ski trails would provide a safe place for cross country skiers to ski without needing to worry and watch for snowmobiles.

**6C)** Will this project provide year round trail use? If it is planned to provide year round use, outline which users indicated above will benefit and how the facility will be maintained for those uses.

Yes, with the purchase of the John Deere side-by-side and SnoDozer 600 trail groomer will allow us to provide year-round trail maintenance that would benefit ALL of the above mentioned users.

**7) PROJECT DESCRIPTION:**

Provide a description sufficient enough to understand the project. Indicate prominently whether this is primarily a new trail or facility development request, an enhancement to an existing trail or facility, or an acquisition. Make sure to include the design specifics of the project, such as the trail width (paved multi-use bicycle/pedestrian trails must be at least 10 feet wide). Include how this project will be immediately available for use by the general public. If this project is a phase of a larger project, very briefly describe how it fits into the larger plan, however, focus specifically on how the grant funds will be used for this project. Also, briefly explain why it is important for this project to be funded. Use the box below.

This is a request for funding to purchase equipment to better maintain all current trails and expand our new snowmobile trail. Keene Creek has a large network of trails in the park which have been groomed and maintained with privately owned equipment. This new equipment we are requesting will allow us to better maintain the trails, without needing to rely on private parties to donate the use of their equipment. The groomer we currently use is pulled behind a volunteer's snowmobile and is homemade and constructed of wood. While it does help to smooth the trail, the equipment requested will work better, quicker, and much more efficiently. The trail maintenance never ends as brush and trees are continually growing and falling. We truly believe with this equipment will result more users of the park and trail system because of the quality of the trails we will be able to provide.



**8) PROJECT COST BREAKDOWN:**

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the facility (linear feet, dimension of structures, number of components, etc.), the total estimated cost and the expected completion date for each for just this grant request. Include materials, landscaping, design/engineering services, contract service, etc. Add or delete rows in the text boxes below as appropriate. For acquisition projects, fill out the acquisition table below.

<b>Trail/Facility</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Expected Completion Date</b>
Keene Creek / Hermantown Night Riders	John Deere side-by-side two-passenger crossover utility vehicle for 4-season use. Includes a rear dump box, winch, enclosed heated cab, front and back lights, and includes snow tracks for winter and tires for summer	\$28,633.18	Feb 1, 2021
Keene Creek / Hermantown Night Riders	Tundra Trail Technologies SnoDozer 600 with cross country trail setters and walking trail setter	\$6,800.00	Feb 1 2021
<b>Total</b>		<b>\$</b>	

<b>ACQUISITION (if applicable):</b>			
<b>Description of Parcel</b>	<b>Acres or Miles of Trail</b>	<b>Reasonable Market Value Estimate</b>	<b>Expected Acquisition Date</b>
	<b>Total</b>	<b>\$</b>	

**9) PROJECT LOCATION MAP:**

It is important for reviewers to have an idea of where in the state and/or your region the project being proposed is located. This map must be 8 ½” X 11” in size **ONLY, in color**, and be able to show where the project is generally located within the state or region. Insert the map here.

#### **10) PROJECT SITE LEVEL MAP:**

It is also important for the reviewers to be able to see where the project is located within the context of a city, county, park, etc. This map must be 8 ½” X 11” in size **ONLY, in color**, and should be very effective at showing how the project fits within its specific context. The map must show existing trails/facilities, proposed trails/facilities as directly proposed as part of the project, and future trail/facility development/acquisition plans. **Color Coding:** Red: Boundary, including all contiguous lands currently owned by the applicant and managed for public recreation; Green: Existing facilities that will remain; Yellow: Acquisition and/or trail development accomplished with this grant; Blue: Future acquisition and/or development. Make sure to include a key to the map. A clear and high quality map is very important in explaining the project. Insert the map here.

**11) SITE AND PROJECT QUALITY:**

What considerations have been given to the needs of the intended trail user groups and are they appropriate for the location? What attractive features exist on site or within view of the proposed project that may bring in potential user groups to this project location? What other facilities (if any) are on site or within the trail corridor that enhances this project? Describe what attractive features exist on the site or within view. Use the box below.

**12) PROJECT READINESS:**

What is the current status of the project? Can the project begin immediately? What major activities must still be accomplished before the project can begin? Will the project be completed within the appropriation timelines? At a minimum, please reference land acquisition requirements, status of engineering/design, and relevant permits and approvals that have/have not been obtained for the project. Is there urgency to move ahead with this project now, and what consequences are looming if it is not funded? Use the box below.

**13) ACCESSIBILITY (ADA):**

All facilities that are developed, or portions thereof, using these funds must be accessible for persons with disabilities or be eligible for an exemption. The Americans with Disabilities Act (ADA) has developed guidelines for outdoor developed areas, buildings and facilities and is available at [www.access-board.gov](http://www.access-board.gov). Will the project facilitate and/or improve ADA access to existing trails or trail related facilities? Describe how the trail or facility is designed for use by persons of all abilities and takes into consideration ADA design standards. Do not just state the trail will be ADA compliant. If your project will not be ADA accessible, list the specific exemption permitted in ADA guidelines. Use the box below.

**14) CONNECTIVITY (If applicable):**

<p><b>14A)</b> Describe how the trail project will connect multiple destinations and/or communities. Use the box below.</p>		
<p><b>14B)</b> Does the trail project connect directly to an existing state or regional trail? Check all that apply to the right and describe in the box below if applicable.</p>	Connects to Designated and Existing State Trail:	
	Connects to Designated and Existing Regional Trail:	
<p><b>14C)</b> Does the trail project connect directly to an existing state park, state recreation area, regional park, high quality natural resource, local recreation area, or local park? Check all that apply to the right and describe in the box below if applicable.</p>	Connects Directly to a State Park or State Recreation Area:	
	Connects Directly to a Regional Park or Regional Recreation Area:	
	Connects Directly to a Local Park or Recreation Area:	
	Connects Directly to a High Quality Natural Resource (not included above):	
<p><b>14D)</b> Describe how the trail project contributes to the overall connectivity of the trail system in the area. Specifically, how well does the project connect existing trail networks or fill critical gaps within the trail system? How well does the project help promote connectivity among trail networks statewide? Use the box below.</p>		

**15) NATURAL RESOURCE IMPACT:**

Describe the potential impact to natural resources by the project and efforts to avoid or mitigate adverse effects. This includes considerations for trail design and construction practices, noise, odors, dust control measures, surface erosion, fish and wildlife populations, damage to wetlands or other ecologically sensitive natural resources, landscaping that includes native planting, and historical/archaeological sites. Also, demonstrate the compatibility of the proposed project with existing adjoining land uses. To the extent possible, all landscaping or plantings that are done in the project area must be native to Minnesota and preferably of the local ecotype, and describe below how this project will comply with this requirement.

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**16) COMMUNITY COMMITMENT TO TRAIL USE:**

Identify steps that your community has taken to improve the conditions for trail users accommodated by this proposed trail development or enhancement project. Examples would include safety education, enforcement, signing, fund raising, comprehensive barrier identification/removal, trail vehicle parking opportunities, etc.

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## ATTACHMENT CHECKLIST

<b>REQUIRED ATTACHMENTS (All attachments MUST be 8 ½ by 11 ONLY)</b>	
	<p><b>Attachment A – Required Certifications</b></p> <p>The first signature block is to be signed by the proper authority for the grant applicant. The specific manager of the facility that is being rehabilitated, enhanced or developed should sign the second section. If the proposed project will utilize public land that is not under the jurisdiction of the grant applicant, the proper authority must sign the final section in order to assure that they are both aware and supportive of the project.</p>
	<p><b>Attachment B – Resolution Supporting Application</b></p> <p>The application must be accompanied by either a copy of a resolution, council minutes or some other official documentation that demonstrates that the local unit of government supports the proposed project and the consequent application. The resolution does not need to have a specific form or specific language, as long as it satisfies what was outlined in the previous sentence. A sample resolution has been included. The sample resolution is a combination type resolution example. It shows support of the grant application (as required above), and if the project is awarded, it includes language required to support accepting the grant award, names the fiscal agent, and states that the facility or trail will be maintained for no less than twenty years. This combination resolution helps eliminate the need for an additional resolution for this project in the future, if awarded a grant. If the applicant is awarded, <u>all three items must be mentioned in the resolution in order to accept the grant.</u></p>
	<p><b>Attachment C – 20 Year Operations and Routine Maintenance Plan</b></p> <p>Outline how this project will be maintained after the grant is completed. How often will maintenance occur? What funding sources will be used to ensure that this project is available for public use for the next 20 years?</p>
<b>ADDITIONAL ATTACHMENTS (if applicable)</b>	
	<p><b>Attachment D – Letters of Support</b></p> <p>Letters of support are an important factor for reviewers when selecting projects. There should be an effort to solicit letters from specific groups that will derive a direct benefit from the project, especially from the primary and secondary user groups you identify in Question 6. The applicant is also welcome to provide letters of support from all other sources as well. There is no limit on how many letters may be submitted, and diversity is favorable.</p>
	<p><b>Attachment E – Transportation Funding Award Letter</b></p> <p>If this project is scheduled to receive Federal Transportation funds, then your local MnDOT district should have notified you in some manner. Please attach this notification and fill in the year in which you are scheduled to receive the funding under question 3.</p>
	<p><b>Attachment F – Grant-in-Aid Award Letter</b></p> <p>If the proposed project is also receiving funding from one of the DNR grant-in-aid programs (snowmobile, cross-country ski, all-terrain vehicle, off-highway motorcycle, or off-road vehicles), typically the recipients are notified by the DNR, Parks and Trails Area Supervisor with an award letter. Copy the letter and provide as attachment F if applicable.</p>

**Attachment A – REQUIRED CERTIFICATIONS**

Complete the Required Certifications form below with original signatures (see checklist for instructions)

**For Grant Applicants:**

“I hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge. I recognize that in the event of the proposed project being funded, this document will be used as an addendum to the agreement between the sponsoring unit of government and the state to guide project scope and reimbursement. I also acknowledge that all work must be completed by **June 30, 2021**, and no reimbursement will be sought for an in-house labor services and/or to meet existing payroll. I also preliminarily agree with plans to develop the proposed trail related project on land administered by my agency.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

**For Trail and Park Administrators (if applicable):**

“I substantially agree that the proposed trail related project will be mutually beneficial to the local community, as well as to the goals and purposes for which this recreation unit was established. I will cooperate in its provision if the project proposal should be funded.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

**For All Administrators of Public Lands Crossed/Utilized in the Proposed Linkage**

(Required only if the proposed project will utilize public land that is not under the jurisdiction of the grant applicant):

“I preliminarily agree with plans to develop the proposed trail related project on land administered by my agency, and I will cooperate in seeking more formal authorization in the event the project proposal is authorized for reimbursement.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	



**Attachment B – RESOLUTION SUPPORTING APPLICATION**

(See attachment checklist for instructions)

# **SAMPLE RESOLUTION**

**DELETE THIS PAGE AND REPLACE WITH ACTUAL RESOLUTION**

WHEREAS, the City of Sunnybrook supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to construct five (5) miles of paved trail for the Sunnybrook Recreational Trail System. The trail system is located within 30 acres of Sunnybrook Park, and

WHEREAS, the City of Sunnybrook recognizes that it has secured \$50,000 in local cash matching funds for this project and must provide a twenty-five percent (25%) cash match

NOW, THEREFORE, BE IT RESOLVED, if the City of Sunnybrook is awarded a grant by the Minnesota Department of Natural resources, the City of Sunnybrook agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Sunnybrook will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Sunnybrook names the fiscal agent for the City of Sunnybrook for this project as:

Jane Doe  
Director of Finance/Treasurer  
City of Sunnybrook  
87224 Happy Trails Avenue  
Sunnybrook, MN 26395

BE IT FURTHER RESOLVED, the City of Sunnybrook hereby assures the Sunnybrook Recreational Trail will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SUNNYBROOK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MARY DOE - MAYOR

ATTEST:

\_\_\_\_\_  
JOHN DOE - CITY CLERK