



Hermantown City Council Meeting – January 4, 2021

Because attendance at the regular meeting location is not feasible due to the health pandemic, Hermantown’s January 4, 2021, City Council Meeting, as well as Pre-Agenda Meeting, will be conducted remotely with no access to Council Chambers.

Both meetings will utilize the platform “Zoom” – which allows the public to view and/or hear the meeting from their phone or computer. A reminder that City Hall is still closed at this time due to the global health pandemic.

The 6:30 p.m. City Council Meeting will be available at:

<https://us02web.zoom.us/j/84235733200?pwd=bkFRbjN0dmtYMDBUTzBOdUIycTU5UT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 842-3573-3200 and the passcode of 824416.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title “January 4, 2021, Meeting.” It is important to note that all comments regarding the January 4, 2021, meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- It is a challenging situation for all of us, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available at:

<https://us02web.zoom.us/j/88172289358?pwd=UURIVkx4VFVEMU1GVVDIMbjBBSVBtQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number 881-7228-9358 and the password 741398. Public comment is not a factor in the pre-agenda meeting, but the public is invited to listen to this meeting.



AGENDA

Pre-Agenda Meeting Monday, January 4, 2021 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.

City Council Meeting January 4, 2021 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 Monday, January 4, 2021 at 4:30 p.m.
Large Conference Room
Hermantown Governmental Services Building**

**City Council Meeting January 4, 2021 at 6:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

OATH OF OFFICE

Mayor Boucher
Councilor Geissler
Councilor Hauschild

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.)*

A. Road Improvement District No. 539

6. COMMUNICATIONS

A. 20-193 John Mulder, City Administrator
TO: Mayor & City Council
RE: Road Imp. District No. 539

B. 20-194 Todd Hagen & Kristina Norquist, Ehlers
TO: John Mulder, City Administrator
RE: Residential Water Bills & Water Consumption

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

A. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: Community Recreation Initiative

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*

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

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 [December 21, 2020 City Council Continuation Minutes](#)
- B. Accounts Payable** – Approve general city warrants from December 16, 2020 through December 31, 2020 in the amount of \$ (will be available Jan. 4)
- C. Motions**
 - a. Appointment of Official Newspaper – Hermantown Star
 - b. Appointment of Depositories – Multi Bank Securities; Wells Fargo Securities, RBC Dain Rauscher; US Bank; PMA Financial Network, Inc.; National Bank of Commerce; 4-M Fund; TD Ameritrade Institutional (Custodian)/Ehlers Investment Partners (Advisor)
 - c. Appointment of Mayor Boucher as the city’s designated representative to the Hermantown Area Chamber of Commerce
 - d. Appointment of Mayor Boucher as City Representative on the Metropolitan Interstate Committee with John Mulder, City Administrator on the Technical Advisory Committee with David Bolf, City Engineer as alternate
 - e. Appointment of the following for a three-year term:

Planning & Zoning Commission
Joe Peterson

Park Board
Gene Shaw

Utility Commission
Rob McLachlan

D. Resolutions

- 2021-01** Resolution Appointing Councilor Geissler As Acting Mayor
- 2021-02** Resolution Appointing Council Ex Officio Members to The Board Of Appeals & Adjustments; Park Board; Planning & Zoning Commission; Utility Commission And Liaisons To The Fire Department and Airport Zoning Board

	<u>2020</u>	<u>2021</u>
Board of Appeals & Adjustments	Councilor Nelson	
Park Board	Councilor Peterson	
Planning & Zoning Commission	Mayor Boucher	
Utility Commission	Councilor Geissler	
Fire Department	Mayor Boucher	
Airport Zoning Board	Councilor Geissler	

2021-03 Resolution Authorizing And Directing Mayor Wayne Boucher And City Administrator John Mulder To Sign Checks And Drafts For The City Of Hermantown With Alternates Acting Mayor Geissler And Director Of Finance & Administration Kevin Orme

2021-04 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Northland Consulting Engineers, LLP (City Engineer Services)

2021-05 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Bray & Reed, Ltd. (Prosecuting Attorney Services)

(motion, roll call)

10. MOTIONS

11. ORDINANCES

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. 2021-06 Resolution Approving Additional Engineering Services By Northland Consulting Engineers For Construction Staking On The Section 24 Trail

(motion, roll call)

B. 2021-07 Resolution Approving Additional Engineering Services By Northland Consulting Engineers For Utility Relocation Along Morris Thomas Road

(motion, roll call)

C. 2021-08 Resolution Approving Wage Rates For Part-Time Employees In 2021

(motion, roll call)

D. 2021-09 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2020 Budgets And Make Transfers

(motion, roll call)

E. 2021-10 Resolution Approving Substantially Completed Final Plans & Specifications And Ordering Advertisement For Bids For Road Improvement District No. 537 (Lavaque Junction Road)

(motion, roll call)

F. 2021-11 Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For Road Improvement District No. 534 (Ugstad Road)

(motion, roll call)

- G. **2021-12** Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Consulting Services To Study Planned Unit Developments Within The R-3. Residential Zoning District

(motion, roll call)

13. **RECESS**

NOTICE OF PUBLIC HEARING ON
STREET IMPROVEMENT DISTRICT NO. 539
(Project 539)

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the Council Chambers of Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, January 4, 2021 to consider the Street Improvement District No. 539.

The City Council proposes to proceed in accordance with the provisions of Minnesota Statutes Chapter 429.011 to 429.111 of the Minnesota Statutes.

The area proposed to be assessed for such improvement is every piece and parcel of property benefited by such improvement, whether abutting thereon or not, based upon the benefits received by each piece and parcel.

The estimated cost of such improvement is \$236,798.00.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.
Authorized by the City Council.

Bonnie Engseth, City Clerk
City of Hermantown

DATE: 2021

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

12/16/2020	20-190	Eric Johnson, Community Development Director	Park Board	Keene Creek Trail Preliminary Engineering Report and Feasibility Study	11/11/2020
12/16/2020	20-191	Eric Johnson, Community Development Director	Planning & Zoning Commission	Triple J Holdings LLC of Duluth, 4703 Hermantown Rd.	12/15/2020
12/16/2020	20-192	Eric Johnson, Community Development Director	Planning & Zoning Commission	Six Month Moratorium on Multi-Story Residential Buildings in the R-3 Zone	12/15/2020
12/28/2020	20-193	John Mulder, City Administrator	Mayor & City Council	Road Imp. District No. 539	12/23/2020
12/29/2020	20-194	Todd Hagen & Kristina Norquist, Ehlers	John Mulder, City Administrator	Residential Water Bills & Water Consumption	12/22/2020

TO: Mayor & City Council
FROM: John Mulder, City Administrator



DATE: December 23, 2020 **Meeting Date:** 1/4/21
SUBJECT: Feasibility Report Road **Agenda Item: 6-A** **Correspondence 20-193**
Project 539

REQUESTED ACTION

Decline to order the public improvement known as Road Project 539

BACKGROUND

On December 7, 2020, the City Council accepted the Feasibility Report for the construction of a new road near intersection of Hwy 53 and Lavaque Road. While the City does have an easement at this location, the existing driveway does not meet city standards and has never been accepted as a City street. In the past, when developers or land owners wanted a new road, they bore the cost of the construction and then turned the road over to the ownership of the City for maintenance and long-term care.

City Staff met with the property owners on December 22nd and discussed the feasibility report and our expectation that they would have to bear the vast majority (if not all) the costs. We told them that we would not recommend building the road if they were not willing to pay the costs. The general consensus of the landowners was that the road improvement was not desired at this time and this cost.

We do have a public hearing scheduled, so the City Council should hold the hearing in case anyone wants to speak on the project, but at this time, staff is recommending that the City Council decline to order the improvement. Therefore, we have not prepared a resolution, and the project would die for a lack of any further action.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

MEMORANDUM

TO: John Mulder, City Administrator
FROM: Todd Hagen and Kristina Norquist
DATE: December 22, 2020
SUBJECT: Residential Water Bills and Water Consumption

We understand the City of Hermantown has received complaints from some of its residents that their water bills are higher than in prior years. In response the City asked Ehlers to review the City's 2020 residential water usage patterns compared to the rate study it completed in 2017 in order to confirm that the higher water bills are due to increased water consumption rather than a meter reading issue or some other explanation.

Background

In 2017 Ehlers completed a rate study using water consumption data from 2016. One of the goals of the rate study was to meet statutory requirements for instituting water conservation measures by implementing tiered water conservation rates. The rate structure that was adopted in 2018 and is in effect today is shown in the chart below along with the current 2020 residential water rates. In addition to the usage charges listed below there is a base fee of \$8.65 per month for all residential customers.

Tier	Consumption in Tier	Rate Per 1,000 gallons
Tier 1	Up to 2,500 gallons	\$7.84
Tier 2	2,501 to 4,500 gallons	\$9.02
Tier 3	4,501 gallons or more	\$9.92

The intended impact of the City's water conservation rate structure is to send a price signal to customers who use more water. As water consumption increases, the price per gallon increases.

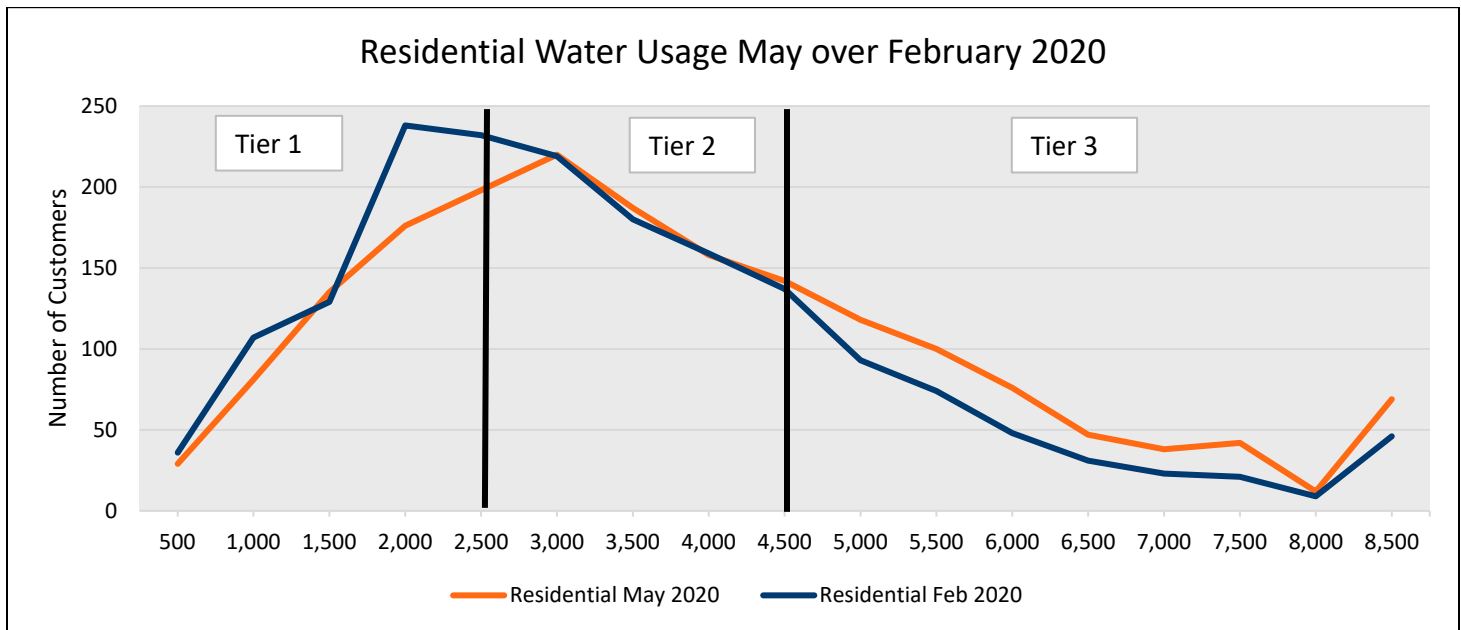
Ehlers Analysis

Ehlers and the City staff hypothesize that life changes prompted by the COVID-19 pandemic have resulted in higher water use among residential customers as families stay home instead of going to work and school. To test this theory, we compared residential water consumption between February 2020 (pre-pandemic) and May 2020 (during the stay-at-home orders).

The chart below shows that more water consumption occurred in Tiers 2 and 3 in May 2020 than in February 2020 or in 2016. This means that several residential customers were using more water in May 2020 than in prior periods.

Tier	Consumption in Tier	Rate Per 1,000 gallons	% of Total Consumption 2016	% of Total Consumption Feb 2020	% of Total Consumption in May 2020
Tier 1	Up to 2,500 gallons	\$7.84	64%	64%	60%
Tier 2	2,501 to 4,500 gallons	\$9.02	23%	23%	25%
Tier 3	4,501 gallons or more	\$9.92	13%	13%	15%

This impact can also be shown graphically. The graph below compares the number of customers who are billed in each tier between February and May 2020. The blue line represents February 2020 and the orange line represents May 2020. The graph shows that in May fewer customers had all of their water consumption billed at the lowest first tier rate. In May, more customers consumed over 4,500 gallons and had a portion of their water billed at the third and highest tier.



While the number of accounts whose water consumption “bumped” them into higher tiers is not significant, the impact to those individual accounts is fairly significant because of the tiered rate

structure. The following table shows the bills of sample customers who used more water in May than in February 2020.

Residential Impact Analysis		
	February 2020	May 2020
Sample Water Bill		
<u>Low User - Consumption:</u>	<u>1,000 gal.</u>	<u>1,200 gal.</u>
Base Fee (5/8 inch meter)	\$ 8.65	\$ 8.65
Usage Fee	7.84	9.41
Total Monthly Bill	<u>\$ 16.49</u>	<u>\$ 18.06</u>
\$ Increase		\$ 1.57
% Increase		2.38%
<u>Median User - Consumption:</u>	<u>3,700 gal.</u>	<u>5,500 gal.</u>
Base Fee (5/8 inch meter)	\$ 8.65	\$ 8.65
Usage Fee	30.42	47.56
Total Monthly Bill	<u>\$ 39.07</u>	<u>\$ 56.21</u>
\$ Increase		\$ 17.14
% Increase		10.96%
<u>High User - Consumption:</u>	<u>5,300 gal.</u>	<u>9,700 gal.</u>
Base Fee (5/8 inch meter)	\$ 8.65	\$ 8.65
Usage Fee	45.58	89.22
Total Monthly Bill	<u>\$ 54.23</u>	<u>\$ 97.87</u>
\$ Increase		\$ 43.65
% Increase		20.12%

Conclusion

We conclude that the increases in water bills are due to greater water consumption and the tiered rate structure that was implemented in 2018. The water conservation rates are working as intended by sending price signals to customers who use more water. Typically, water conservation rates are intended to discourage irrigation and other discretionary water consumption, but in this unusual year families who spend more time at home may also use more water and experience higher water bills as a result of the tiered rate structure.

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
December 21, 2020
6:30 p.m.

MEETING CONDUCTED VIA ZOOM

Pledge of Allegiance

ROLL CALL: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher

CITY STAFF: John Mulder, City Administrator; Bonnie Engseth, City Clerk; Eric Johnson, Community Development Director; Joe Wicklund, Communications Manager; Jim Crace, Chief of Police; Paul Senst, Public Works Director; Steve Overom, City Attorney; David Bolf, City Engineer

ABSENT:

VISITORS: 3

ANNOUNCEMENTS

Happy Holidays from the Mayor & City Council.

PUBLIC HEARING

COMMUNICATIONS

Communications 20-186 through and including 20-189 were read and placed on file.

Communication 20-187 from Brian Fritsinger, St. Louis County Deputy Administrator to John Mulder, City Administrator regarding Thank you

Communication 20-189 from Natalie Peterson, Duluth Airport Authority Dir. Of Comm. & Marketing to John Mulder & Joe Wicklund regarding Support Request

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve December 7, 2020 City Council Minutes
- B. Approve general city warrants from December 1, 2020 through December 15, 2020 in the amount of \$323,341.32
- C. Approve the following Tobacco License Renewal Applications effective from January 1, 2021 through December 31, 2021 contingent upon complete applications being received: Adolph Store, 3710 Midway Rd; Stokkes Liquor, 3706 Midway Rd; Chalet Lounge, 4833 Miller Trunk Hwy; Pure Pleasure/Dima Corp, 5193 Miller Trunk Hwy; Hermantown

General Store, 5105 Morris Thomas Rd; Express Lane #2323 Applegreen Midwest, 4221 Haines Rd; Holiday Stationstores LLC #190, 4795 Miller Trunk Hwy; Kwik Trip, Inc. #220, 4978 Miller Trunk Hwy; Kwik Trip, Inc. #216, 4805 Miller Trunk Hwy; Kwik Trip, Inc. #572, 4145 Haines Rd; Korner Store, 4704 Hermantown Rd; Midway Calumet, 5691 Hwy 2; Fleet Farm, 4165 Loberg Ave; Fleet Farm Fuel, 4181 Loberg Ave; Speedway #4602, 5601 Miller Trunk Hwy; Walmart Stores, Inc., 4740 Loberg Ave; Lake Effect Vapor, 4120 Richard Ave.

- D. Approve the following Massage Establishment License Renewal Applications effective from January 1, 2021 through December 31, 2021: Infinity Massage & Wellness LLC, 4897 Miller Trunk Hwy; Cookie Kilian Manual Therapy & Massage, 4891 Miller Trunk Hwy

- E. Approve the following Massage Therapist License Renewal Applications effective from January 1, 2021 through December 31, 2021 for Infinity Massage & Wellness LLC: Elizabeth Chiu; Andrea Elden; Olivia Engebretsen; Mandy Felknor; Amber Hunt; Anna Meintz; Lynn O'Connor; Suvi Persons; Alyssa Sarberg; Madisson Simmons; Sarma Stumbris; Jason Wade; Michelle Wall; Lauren Williams; Scott Armendariz; Gregory Bachinski; Taryn Isaacson; Nicole Moeller; Rebecca Morrow; Karla Ann Nelson; Olivia Warpula, & Cookie Kilian Manual Therapy & Massage: Cookie Kilian

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

MOTIONS

ORDINANCES

2020-08 An Ordinance Declaring A Temporary Moratorium On Certain Planned Unit Developments In An R-3 Zoning District Within The City Of Hermantown

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Ordinance 2020-08, An Ordinance Declaring A Temporary Moratorium On Certain Planned Unit Developments In An R-3 Zoning District Within The City Of Hermantown.

James Telego, Developer – He expressed some frustration regarding clear direction to landowners and development. He stated he would like the city to give more direction if Planning & Zoning denies applications.

Jess Bellefeville, Triple J Holdings - She stated she supports the city having more direction and better guidance for land use for future developments. She expressed concern that a moratorium might appear to send a message discouraging new developments. She stated that the city has a reputation for being pro-business and she wouldn't want that to change.

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

RESOLUTIONS

2020-171 Resolution Requesting A Free Conveyance Of A Tax-Forfeited Parcel For Public Right Of Way

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2020-171, Resolution Requesting A Free Conveyance Of A Tax-Forfeited Parcel For Public Right Of Way: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-172 Resolution Approving A Change From Communications & Community Engagement Manager To Communications & Community Engagement Director

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 2020-172, Resolution Approving A Change From Communications & Community Engagement Manager To Communications & Community Engagement Director. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-173 Resolution Supporting Duluth Airport Effects For Direct Flights To Denver Colorado

Motion made by Councilor Nelson, seconded by Councilor Hauschild to adopt Resolution 2020-173, Resolution Supporting Duluth Airport Efforts For Direct Flights To Denver Colorado. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, abstain. Motion carried.

2020-174 Resolution Approving A Special Use Permit For The Grading And Filling Within A Shoreland Overlay Zoning District

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2020-174, Resolution Approving A Special Use Permit For The Grading And Filling Within A Shoreland Overlay Zoning District.

Jess Bellefeville, Triple J Holdings – She is one of the owners and stated their business has grown over the years and hopes the council will approve this permit. She also thanked Eric Johnson for his work.

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

2020-175 Resolution Authorizing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From Hermantown Road (Engwall's) To Morris Thomas Road And The Keene Creek Trail Segment

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2020-175, Resolution Authorizing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From Hermantown Road (Engwall's) To Morris Thomas Road And The Keene Creek Trail Segment. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-176 Resolution Accepting Traffic Study And Directing Preparation Of Preliminary Engineering Feasibility Report For Road Improvement District No. 534 (Ugstad Road)

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2020-176, Resolution Accepting Traffic Study And Directing Preparation Of Preliminary Feasibility Report For Road Improvement District No. 534 (Ugstad Road). Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-177 Resolution Approving A Request For Proposals For Design And Construction Engineering For Road Improvement District No. 534 (Ugstad Road)

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2020-177, Resolution Approving A Request For Proposals For Design And Construction Engineering For Road Improvement District No. 534 (Ugstad Road). Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-178 Resolution Approving Authorization For Professional Services For Geotechnical Evaluation Services By Braun Intertec Corporation

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-178, Resolution Approving Authorization For Professional Services For Geotechnical Evaluation Services By Braun Intertec Corporation. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-179 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For 2021 Road Improvement Plan (Old Hwy 2)

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2020-179, Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For 2021 Road Improvement Plan (Old Hwy 2). Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-180 Resolution Receiving Preliminary Engineering Report And Ordering Improvement And Directing Preparation Of Final Plans & Specifications For Keene Creek Trail

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2020-180, Resolution Receiving Preliminary Engineering Report And Ordering Improvement And Directing Preparation Of Final Plans & Specifications For Keene Creek Trail. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-181 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Cooperative Agreement Between St. Louis County And The City Of Hermantown For 2021 Road Striping CP 0000-369585

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2020-181, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Cooperative Agreement Between St. Louis County And The City Of Hermantown For 2021 Road Striping CP 0000-369585. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-182 Resolution Awarding Contract For 2021 Ford F550 Chassis To Ford Of Hibbing In The Amount Of \$54,775.00 Plus Applicable Taxes And Fees

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2020-182, Resolution Awarding Contract For 2021 Ford F550 Chassis To Ford Of Hibbing In The Amount Of \$54,775.00 Plus Applicable Taxes And Fees. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2020-183 Resolution Approving Final Pay Request For 2020 Road Improvement District No. 531 & No. 532 To Ulland Brothers, Inc. In The Amount Of \$30,000.00

City Council Continuation Meeting

December 21, 2020

Page | 5

Motion made by Councilor Hauschild, seconded by Councilor Geissler to adopt Resolution 2020-183, Resolution Approving Final Pay Request For 2020 Road Improvement District No. 531 & No. 532 To Ulland Brothers, Inc. In The Amount Of \$30,000.00. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Hauschild, seconded by Councilor Peterson to recess the meeting at 7:18 p.m. to Motion carried.

Mayor

ATTEST:

Clerk

TO: Mayor & City Council
FROM: John Mulder, City Administrator



DATE: December 30, 2020 **Meeting Date:** 1/4/21
SUBJECT: 2021 Engineering Services **Agenda Item: 9-D** **Resolution 2021-04**

REQUESTED ACTION

Approve the City Engineer Contract for 2021

BACKGROUND

There are no proposed changes to the contract. Since there are no changes, we have put the item on the consent agenda, but the Council could ask to remove it from the consent agenda if they wish to discuss it. During 2020, we did change the rate for meetings from \$160 per hour to \$130 per hour, and that will continue in 2021.

Beginning in 2015, the City started hiring project engineers for public improvement projects that were estimated to be in excess of \$500,000. The rationale was that City Engineer would then provide oversight to the project engineer, and would avoid situation where the City Engineer may have a conflict about overseeing the construction of their own design. The impact of that has been that we now have two layers of engineering for those larger projects. This does increase the costs of the projects, but provides an additional layer of protection and oversight to the project. Here are just a couple of examples of projects where we have had to pay for two engineers on a project. This was particularly difficult this past year, with the road improvement project on Anderson, Johnson, Carlson etc. project.

Project	Project Engineer	Project Engineer Contract Amount	City Engineer Costs
Loberg Re-construction	Short Elliot Hendrickson	\$ 231,155.00	\$ 18,105.50
Stebner Re-construction	Short Elliot Hendrickson	\$ 375,525.00	\$ 26,264.00
Ugstad Road Lift Station	TKDA	\$ 42,900.00	\$ 8,667.00
Water tower Reconditioning	Short Elliot Hendrickson	\$ 82,300	\$ 2,790

In 2020, we did allow the City Engineer to submit proposals for projects over \$500,000. In the past, we have allowed the City Engineer to do some projects (Section 24 Sewer Trunkline as an example) without soliciting other proposals. A better alternative would to allow Northland Consulting Engineering to submit proposals in the same manner as potential consulting engineers.

It is recommended that the provision of hiring a project engineer stay in the contract, but allow the City Engineer to submit proposals (only with prior City Council approval) on some projects. We will clearly communicate this to all interested potential bidders if that is the case. If the City Engineer is also the project engineer, the City Administrator and Public Works Director will be responsible for signing off as the owner.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution No. 2021-04

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR
AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT
FOR PROFESSIONAL SERVICES WITH NORTHLAND CONSULTING ENGINEERS, LLP
(CITY ENGINEERING SERVICES)**

WHEREAS, the City is in need of engineering services during 2021; and

WHEREAS, an Agreement for Professional Services between the City of Hermantown and Northland Consulting Engineers, LLP 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 Northland Consulting Engineers, LLP

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 Northland Consulting Engineers, LLP.

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 January 4, 2021.

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

Dated: January _____, 2021

THIS AGREEMENT 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 NORTHLAND CONSULTING ENGINEERS, LLP, hereinafter referred to as "City Engineer" in response to the following situation:

- A. Engineering services will from time to time be needed by the City.
- B. The City desires that City Engineer provide such engineering services to it as its City Engineer.
- C. City Engineer is willing to provide such engineering services to the City as its City Engineer.

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

1. Services to be Performed.

1.1 The engineering services to be performed shall be the responsibility of David Bolf.

1.2 City Engineer shall provide engineering services to the City as its City Engineer including the services described in Exhibit A attached hereto.

1.3 City Engineer will prepare preliminary engineering reports for projects for which City intends to utilize the provisions of Chapter 429 of the Minnesota Statutes ("429 Projects"). City Engineer acknowledges that there are statutory required special rules that must be followed with respect to 429 Projects and agrees to follow such rules which are described on Exhibit B attached hereto.

1.4 The City Administrator shall be responsible for the day-to-day administration of this contract. City Engineer will perform services described on Exhibit A upon receipt of an email or other written communication from the City Administrator authorizing and requesting that the engineering services be performed. City will not be obligated to pay for engineering services performed by the City Engineer that are not authorized and requested by the City Administrator.

2. Personnel.

City Engineer will secure, at its own expense, all personnel required to perform the engineering services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the City.

3. Assignability.

City Engineer 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 January 1, 2021 and shall continue until December 31, 2021 unless sooner terminated as provided in paragraph 5 hereof.

5. Termination of Contract.

Either the City Engineer 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 City Engineer under this contract shall be delivered to the City and City Engineer shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. Independent Contractor.

The relationship between the City Engineer 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 City Engineer.

7. Standard of Performance and Insurance.

All services to be performed by the City Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. City Engineer shall obtain and maintain at their cost and expense:

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

7.2 Errors and omissions or equivalent insurance that covers the City Engineer services performed by City Engineer for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

7.3 Worker's compensation insurance covering City Engineer (if an individual) all of City Engineer's employees with overages and limits of coverage required by law.

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

City Engineer certifies that City Engineer is in compliance with all applicable worker's compensation laws, rules and regulations. Neither City Engineer (if an individual) nor City Engineer's employees and agents will be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of City Engineer and any claim made by any third party as a consequence of any act or omission on the part of City Engineer or any employee of City Engineer are in no way City's obligation or responsibility. By signing this Agreement, City Engineer certifies that City Engineer is in compliance with these laws and regulations.

City Engineer shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that City Engineer has the insurance required by this Agreement in full force and effect. City shall be named as additional insurance under the policy(ies) describes in Section 7.1 above. The insurer of all policies will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any policy(ies) or coverage evidenced by said certificates(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City Engineer shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy(ies).

City Engineer shall require any subcontractor permitted by City under Section 3 hereof to perform work for City to have in full force and effect the insurance coverage required of the City Engineer under this Agreement before any subcontractor(s) begin(s) work for the City Engineer or City. City Engineer shall require any such subcontractor to provide City Engineer and City a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. City Engineer and City shall be named as additional insured under such policies described in Section 7.1. The insurer of all policies will provide a thirty (30) written notice to City and City Engineer, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidences by said certificate(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City and City Engineer, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and City Engineer shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of City and City Engineer as an additional insured and requiring that the foregoing required notice of

cancellation material alteration or non-renewal be provided to City and City Engineer by the insurance company providing such insurance policy(ies).

8. Special Projects.

City Engineer and City may, by separate agreement, identify special projects for which the services of the City Engineer are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the City Engineer in connection with such special projects.

9. Compensation.

City Engineer shall be compensated for the services to be performed hereunder as set forth in Exhibit C. Engineer 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. Confidentiality.

City Engineer 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.

11. 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 City Engineer developed, acquired or otherwise owned or had a license to use prior to the date of this contract.

All Project Materials are agreed by City Engineer to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, City Engineer 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.

City Engineer shall provide City with copies of all Project Materials.

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

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

12. Notices.

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

13. 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.

14. No Contractual Authority.

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

15. Data Practices Act.

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

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

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If City Engineer receives a request to release the data referred to in this Section, City Engineer must immediately notify City and consult with City as to how City

Engineer should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if City Engineer denies access to the data, that City Engineer's response references the statutory basis upon which City Engineer relied. City Engineer does not have a duty to provide public data to the public if the public data is available from City.

16. 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.

17. 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.

18. Work For Others

City Engineer agrees to comply with the provisions of Rule 1805.0300 of the Minnesota Code of Agency Rules. A copy of such rule is attached hereto as Exhibit D.

City Engineer shall advise the Hermantown City Council in writing prior to accepting any work within the City of Hermantown and obtain the permission of the City Council prior to accepting any such work. If the City Council believes that the provisions of Rule 1805.0300 are applicable with respect to such proposed work, then City Engineer shall not accept the proposed work.

The following work has been identified as work that would violate the foregoing prohibitions and accordingly the City Engineer is prohibited from accepting such work within the City of Hermantown:

18.1 Any plat for another party within the City of Hermantown.

18.2 Any work for another party within the City of Hermantown that involves any road, waterline or sewerline that will be dedicated to the City of Hermantown.

18.3 Any civil engineering work for another party that is done in satisfaction of any conditions imposed on any permit issued the City of Hermantown.

18.4 Any civil engineering work for another party where such work is subject to inspection by the City of Hermantown.

18.5 Any civil engineering work for other clients within City if the City Engineer would be required to review the work performed for the other client.

19. Limitations on Work within the City

City Engineer will not be permitted to be the design or construction civil engineer for projects for the City with estimated costs that exceed \$500,000 unless specifically authorized in advance by the City Council. The City Engineer will assist the City in soliciting engineering proposals for the design and construction of projects that have estimated costs exceeding \$500,000.

20. Recordkeeping.

City Engineer hereby agrees:

20.1 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.

20.2 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.

20.3 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 City Engineer.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF HERMANTOWN, MINNESOTA

NORTHLAND CONSULTING
ENGINEERS, LLP

By _____
Its Mayor

By _____
Its _____

ATTEST:

Date: _____

By _____
Its City Clerk

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES
between
NORTHLAND CONSULTING ENGINEERS, LLP
and
CITY OF HERMANTOWN

The Services to be provided by City Engineer are as follows:

1. City Engineer shall be responsible for the implementation of the Minnesota State Aid program within the City of Hermantown. This will include the following:
 - 1.1 Update the needs reports each year.
 - 1.2 Make the required changes in the status maps.
 - 1.3 Make the annual bridge survey and send in the required reports.
 - 1.4 Keep up the "Highway" manuals and keep a proper file on all memos from Minnesota Department of Transportation St. Paul and Duluth.
 - 1.5 Review all mail from State Aid programs received by the City making the proper reply to those needing an answer. Copies of all response shall be provided to the City Clerk and Mayor.
 - 1.6 Attend all the meetings required to be attended by a City Engineer and the necessary meetings of the T.A.C. and the M.I.C., etc. that are held for the metropolitan area.
2. City Engineer shall prepare "minor" plans, which will include necessary overlays. It shall also supervise the construction and make up the partial and final estimates on these projects.
3. City Engineer shall review all proposed subdivision plats and write up its recommendations for any changes needed to protect the interests of the City. It will be expected to check the specifications for streets and utilities in proposed subdivisions inspect the work that is done in accordance with such specifications and make up a final acceptance report for the City Council.
4. City Engineer will be directly responsible to the Mayor and City Council and will act promptly to any reasonable requests made by them.
5. City Engineer will work with the City and other consultants for the City and provide and develop legal descriptions, plat plans and maps and other information as may from time to time be needed by the City.
6. City Engineer will attend City Council Meetings as directed by the Council.

7. City Engineer will provide the following general engineering services:
 - 7.1 Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment, infrastructure, assist with funding solutions.
 - 7.2 Assist in development and implementation of CIPs (capital improvement plans).
 - 7.3 Manage infrastructure issues for the City through proactive planning, monitoring, and operations and maintenance management.
 - 7.4 Develop and recommend policies and procedures for effective operation of the City consistent with city policies and relevant regulations, including recommendations for ordinance modifications, as directed.
 - 7.5 Formulate short- and long-range plans for design and constructing public works improvements, including streets, water, sanitary, storm sewer, parks, and buildings.
 - 7.6 Assist in implementing all water resource functions.
 - 7.7 Review land use applications and construction plans for private developments for consistency with current development best practices, engineering specifications, city policies and relevant laws, rules and regulations. Responsible for ensuring City Council actions are implemented according to approved specifications
 - 7.8 Update City street and utility maps and records
 - 7.9 Obtain proper approval and documentation from local, state, and federal authorities prior to implementing projects.
 - 7.10 Provide engineering services on projects and oversees project management for constructing municipal public works projects.
 - 7.11 Assist in planning, layout and design of City parks, trails and other recreational amenities.
 - 7.12 Provide professional engineering services in connection with the administration of the state and local stormwater laws, rules, ordinances and regulations
 - 7.13 Act as representation of the City on the MIC/TAC board if designated by the City
 - 7.14 Administer, manage and provide planning services with respect to the City's involvement in the Minnesota Stat Aid street program
 - 7.15 Provide legal descriptions for easements and other rights in land as needed from time to time by the City
 - 7.16 Perform such other services as the City may from time to time request
8. City Engineer will provide the following design and bidding services:
 - 8.1 Prepare plans and specifications for all public works projects as requested with the input of City staff. Present plans and specifications to the City Council for approval.
 - 8.2 Consults with state and federal agencies having jurisdictional authority over the project as warranted.
 - 8.3 Prepare and send Advertisements for Bids to the legal newspaper and the Construction Bulletin for solicitation of bids.
 - 8.4 Reproduce Contract Documents for bidding purposes.

- 8.5 Review the bids and prepare bid tabulation.
- 8.6 Evaluate bids, assist staff in preparing a recommendation to the City Council and assemble and award contracts.

9. City Engineer will provide the following project management/construction services:

- 9.1 Convene a pre-construction conference with staff, contractor, utility company representatives, etc.
- 9.2 Perform construction staking and surveying.
- 9.3 Provide construction observation during construction.
- 9.4 Prepare and maintain necessary documentation, including photographs and/or video if warranted, and a log of the contractor's progress.
- 9.5 Convene regular construction progress meetings, as required.
- 9.6 Prepare, review and recommend action for proposed change orders.
- 9.7 Review and recommend final acceptance by the City. Assist the City in ensuring that contractors have been paid and lien waivers have been acquired.
- 9.8 Provide as-built drawings upon conclusion of projects to the City.

10. City Engineer will provide the following engineering reports and technical correspondence:

10.1 Determine the need for preliminary studies, review all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including:

- 10.1.1 Feasibility reports
- 10.1.2 Prepare preliminary (and final) assessment rolls.
- 10.1.3 Plat review
- 10.1.4 Utility studies
- 10.1.5 Surface water system analysis and design
- 10.1.6 Capital Improvement Program studies
- 10.1.7 Prepare comments regarding reports, plans and studies of other agencies
- 10.1.8 Presents feasibility studies at public meetings.

10.2 City Engineer shall establish and maintain a library of the following records:

- 10.2.1 Permits and applications
- 10.2.2 Contract documents
- 10.2.3 Addenda
- 10.2.4 Copies of referenced standard specification
- 10.2.5 Project schedules
- 10.2.6 Shop drawings and submittals

- 10.2.7 Applicable correspondence
- 10.2.8 Records of pertinent telephone conversations
- 10.2.9 File memoranda, directives and change orders
- 10.2.10 Requests and recommendations for payment
- 10.2.11 Project budget and cost information
- 10.2.12 Diaries and logs
- 10.2.13 Records of noncompliance
- 10.2.14 Field test results
- 10.2.15 Materials testing reports
- 10.2.16 Record drawings
- 10.2.17 Project photographs
- 10.2.18 Project studies and reports
- 10.2.19 Project progress and meeting minutes
- 10.2.20 Other information as necessary or required

11. Participate in City meetings, including:

11.1 Internal and external meetings with City or other engineering firms involving engineering questions and issues.

11.2 Meet with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City Standards.

11.3 City Council meetings and work sessions, Planning & Zoning Commission meetings as requested, Utility Commission meetings as requested, and bi-weekly Four-Square meetings with City Staff and consultants, other City meetings as needed.

EXHIBIT B

RULES FOR 429 PROJECTS

1. Services to be Performed. City Engineer agrees that it will provide City with a Preliminary Engineering Report that advises City in a preliminary way as to whether the proposed 429 Project is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement. The report must also include the estimated cost of the improvement as recommended.

2. Fees. City agreement to compensate City Engineer for the services referred to in paragraph 1 above for fees and expenses for as set forth in Exhibit B-1 attached hereto.

The compensation to the City Engineer for the preparation of requested Preliminary Engineering Reports is and will be based on the following facts.

- 2.1 The time and labor required.
- 2.2 The experience and knowledge of the preparer.
- 2.3 The complexity and novelty of the problems involved.
- 2.4 The extent of the responsibility assumed.

The compensation to the City Engineer for Preliminary Engineering Reports will not and is not based on percentage of the estimated cost of the improvements.

3. Content of Preliminary Engineering Report. No Preliminary Engineering Report is to be prepared except pursuant to a Resolution approved by the Hermantown City Council calling for the preparation of a preliminary engineering report. Pursuant to Minnesota Statutes Section 429.031

The Preliminary Engineering Report must state that it was prepared in accordance with Minnesota Statutes Section 429.031. Specifically the report must advise the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective and feasible and as to whether it should be best made as proposed or in connection with some other improvement.

The report must also include the estimated cost of the improvement as recommended.

EXHIBIT B-1

429 PROJECTS PRELIMINARY ENGINEERING REPORTS

Hourly rates are as follows:

Professional Engineer	\$130.00
Project Engineer	\$110.00
Surveyor	\$105.00
Technician/Inspector	\$ 80.00
Clerical/Office Manager	\$ 50.00

EXHIBIT C

FEE SCHEDULE

Professional Engineer	\$130.00
Project Engineer	\$110.00
Surveyor	\$105.00
Technician/Inspector	\$80.00
Clerical/Office Manager	\$50.00

The hourly rate for the City Engineer will be \$130.00 for hours spent in meetings which will include: City Council Meetings, Staff Meetings, Utility Commission meetings, MIC/TAC Meetings and other meetings.

EXHIBIT D

1805.300 **CONFLICT OF INTEREST.**

Subp. 1. **Employment.** A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest.

Subp. 2. **Compensation.** A licensee shall not accept compensations for services relating or pertaining to the same project from more than one party unless there is a unity of interest between or among the parties to the project and unless the licensee makes full disclosure and obtains the express consent of all parties from whom compensation will be received.

Subp. 3. **Gifts.** A licensee shall not, directly or indirectly, solicit or accept any compensation, gratuity, or item of value from contractors, their agents, or other persons dealing with the client or employer in connection with the work for which the licensee has been retained without the knowledge and approval of the client or the employer.

Resolution No. 2021-05

**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 2021; 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 January 4, 2021.

**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 January 1, 2021 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: John Mulder, City Administrator



DATE: December 23, 2020 **Meeting Date:** 1/4/21
SUBJECT: Additional Engineer Fees – **Agenda Item: 12-A** **Resolution 2021-06**
Section 24 Trail Construction
Staking

REQUESTED ACTION

Approve payment of additional fees to City Engineer of \$17,000 for work related to construction staking for the Section 24 Trail.

BACKGROUND

Back in 2017 Northland Consulting Engineers (NCE) submitted a proposal for both NCE and Subconsultants costs for the trunk sewer project. At that time there was no trail associated with the project. Then in 2019, the trail project was added to the trunk spur plan set. Fees were included for the topo survey for the design, but the construction staking was not included.

The 2017 Contract includes \$25,000 for construction staking of the trunk sewer. To date NCE has invoiced and has been paid \$34,047 in staking for the trail and trunk sewer. ALTA and NCE's estimate of \$12,000 of the staking is attributed to the trail.

Therefore: \$34,047 - \$12,000 = \$22,047 is into the trunk line, so about \$3k remains.

As stated earlier, with \$12,000 to date on the trail and an estimate of \$5,000 next year to finish the trail for a total of \$17,000 in staking for the trail. NCE has staked the clearing limits, then the culverts and ditches, then the centerline and lastly the blue tops before the paving.

NCE is asking to amend NCE's contract for the construction engineering of the trail to include the cost of \$17,000 for construction staking.

SOURCE OF FUNDS (if applicable)

Grant money

ATTACHMENTS

Resolution No. 2021-06

RESOLUTION APPROVING ADDITIONAL ENGINEERING SERVICES BY NORTHLAND CONSULTING ENGINEERS FOR CONSTRUCTION STAKING ON THE SECTION 24 TRAIL

WHEREAS, the City of Hermantown has a contract with Northland Consulting Engineers for engineering services for Section 24 Trunk Sewer and Trail, (“Project”) and

WHEREAS, Northland Consulting Engineers is providing the design and construction engineering for the “Project”, and

WHEREAS, the original contract did not include fees for construction staking for the trail, and

WHEREAS, staff met with representatives from Northland Consulting Engineers to discuss the fee and find a mutual satisfactory resolution of the request; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hermantown accept the proposal from Northland Consulting Engineers for construction staking for the Section 24 trail in the amount of \$17,000.00.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed and authorized to sign a contract amendment for the services.

Councilor ____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolutions 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 January 4, 2021.

TO: Mayor & City Council
FROM: John Mulder, City Administrator



DATE: December 23, 2020 **Meeting Date:** 1/4/21
SUBJECT: Additional Engineer Fees – **Agenda Item: 12-B** **Resolution 2021-07**
Morris Thomas Utilities

REQUESTED ACTION

Approve payment of additional fees of \$3,150 to City Engineer for work related to re-location of utilities along Morris Thomas

BACKGROUND

Originally, the City had planned to relocate and replace various fire hydrants in 2021 as part of the St Louis County project on Morris Thomas Road. That information was provided to St. Louis County to be included in their plan set.

The original estimate was for the relocation of water and sewer under the box culvert. Since then, we added the hydrants, details and schedules. The Department of Natural Resources (DNR) is requiring a new license to cross Keene creek. The original estimate was \$4,750. The City Engineer has estimated the hydrant work and the permit work to be \$3,150. The City Engineer is requesting an amendment to their scope and fee from \$4,750 to \$7,900.

SOURCE OF FUNDS (if applicable)

Water and Sewer Funds

ATTACHMENTS

Resolution No. 2021-07

RESOLUTION APPROVING ADDITIONAL ENGINEERING SERVICES BY NORTHLAND CONSULTING ENGINEERS FOR UTILITY RELOCATION ALONG MORRIS THOMAS

WHEREAS, the St. Louis County will be completing road improvements on Morris Thomas in 2021, and the City of Hermantown wishes to make improvements to the water main and hydrants at the same time. and

WHEREAS, the County's plans also require the City to re-locate a water and sewer main under Keene Creek to accommodate the County's improved culvert, and

WHEREAS, Northland Consulting Engineers provided an original estimate of \$4,750.00 for design engineering for the re-location of the water and sewer main, and

WHEREAS, Northland Consulting Engineers. had not included the costs for the new water main and hydrants in their original estimate and

WHEREAS, Northland Consulting Engineers estimates an additional \$3,150.00 in fees to design the water main and hydrant improvements; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hermantown accept the proposal from Northland Consulting Engineers for additional design engineering in the amount of \$3,150.00.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed and authorized to sign a contract amendment for the services.

Councilor ____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolutions 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 January 4, 2021.

Resolution No. 2021-08

RESOLUTION APPROVING WAGE RATES FOR PART TIME EMPLOYEES IN 2021

WHEREAS, the City of Hermantown has several part-time employees; and

WHEREAS, these employees are not covered by a labor agreement; and

WHEREAS, the City Administrator recommends a pay increase of 3.00% consistent with the wage increase of other non-represented employees; and

WHEREAS, the wage rates listed below are effective January 1, 2021 through December 31, 2021.

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

	<u>Position</u>	<u>Hours</u>	<u>Schedule</u>	<u>2020 Rate</u>	<u>2021 Rate</u>
Custodian	1	520+	Avg. 15 hrs/wk	13.22	13.62
PW Seasonal Help	2	500	Varies	10.32	10.63
PW Seasonal Help	2	500	Varies	12.33	12.70
If previously employed by the City of Hermantown for more than 5 years					
	1	500	Varies	13.84	14.26

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 of:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 4, 2021.

TO: Mayor & City Council

FROM: Kevin Orme, Director of
Finance & Administration

DATE: December 28, 2020

Meeting Date: 1/4/21

SUBJECT: 2020 Budget Amendments & Transfers **Agenda Item: 12-D** **Resolution 2021-09**



REQUESTED ACTION

Approve amending items in the 2020 budget per our policy and approve transfers between funds.

BACKGROUND

After reviewing the 2020 budget to actual numbers and our Budget Amendment Policy, I am recommending the following budget amendments for 2020. In addition, I am recommending the below actual transfers between funds as of 12/31/20.

2020 Budget Amendments -

- Fund 101-General Fund - Increase the budget for the below items by the below amount:
 1. COVID CARES Act - \$450,000. Cares Act expenditures that was reimbursed by federal CARES dollars (101-492100)
- Fund 601 – Water Fund: Increase Improvements budget (Account 601-494300-530) by \$210,000 for road improvements to Portland, Carlson, Johnson, Alexander Roads as part of 2020 Road Improvement Plan
- Fund 602 – Sewer Fund: Increase lift stations budget (Account 602-432550-590) by \$225,000 for the Ugstad Road lift station. This item was originally budgeted in 2019.
- Fund 603 – Stormwater Fund:
 1. Increase Improvements budget (Account 603-441100-530) by \$120,000 for the Okerstrom road culverts. This item was originally budgeted in 2019.
 2. Increase engineer budget (Account 603-441100-305) by \$15,000 for the Okerstrom road culverts. This item was originally budgeted in 2019.
- Fund 319 – 2010A GO Bonds –
 1. Increase Bond Principal by \$1,435,000 (Account 319-471000-601) to account for the refunding of the bonds.
 2. Increase fiscal agent fees (Account 319-471000-620) by \$32,000 to account for the refunding of the bonds.
- Fund 327 - 2020B GO Bonds –
 1. Increase transfers in budget (Account 392010) by \$90,300 per Ehler’s Debt Study
 2. Increase bond interest in budget (Account 327-471000-611) by \$23,000 for first debt payment
- Fund 240 – Sales Tax: Increase transfers out budget (Account 240-413200-720) by 90,300 per Ehler’s Debt Study

Transfers between funds –

- Transfer the remaining cash balance from Fund 319 2010A GO Bonds to Fund 326 2020A GO Bonds. The 2010A Bonds were refunded as part of our 2020A Bond issue so this will transfer the 12/31/20 cash balance in Fund 319 to the new Fund 326. Fund 319 will then be closed.
- Transfer \$90,300 from Fund 240 Sales Tax to Fund 327 2020B GO Bonds. When the 2020 budget was done in 2019 the timing of the 2020 bonds being issued was unknown. Because the 2020B Bonds were issued earlier than anticipated in 2020, a first bond payment was made in 2020 which needs to be paid by sales tax. Ehler's included this in their updated version of our Debt Study in 2020.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution No. 2021-09

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATION TO AMEND SELECTED 2020 BUDGETS AND MAKE TRANSFERS

WHEREAS, the City completed several projects and had expenditures during 2020 that were not anticipated in the 2020 Budget, and

WHEREAS, the City did not anticipate a 2019 capital item to be purchased in 2020, and

WHEREAS, the City Administrator has reviewed the 2020 General Fund Budget for 2020 as it relates to the City's Budget Amendment Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk hereby authorize the Director of Finance & Administration to amend the 2020 Budget and authorize transfers as follows:

2020 Budget Amendments -

- Fund 101-General Fund - Increase the budget for the below items by the below amount:
 1. COVID CARES Act - \$450,000. Cares Act expenditures that was reimbursed by federal CARES dollars (101-492100)
- Fund 601 – Water Fund: Increase Improvements budget (Account 601-494300-530) by \$210,000 for road improvements to Portland, Carlson, Johnson, Alexander Roads as part of 2020 Road Improvement Plan
- Fund 602 – Sewer Fund: Increase lift stations budget (Account 602-432550-590) by \$225,000 for the Ugstad Road lift station. This item was originally budgeted in 2019.
- Fund 603 – Stormwater Fund:
 1. Increase Improvements budget (Account 603-441100-530) by \$120,000 for the Okerstrom road culverts. This item was originally budgeted in 2019.
 2. Increase engineer budget (Account 603-441100-305) by \$15,000 for the Okerstrom road culverts. This item was originally budgeted in 2019.
- Fund 319 – 2010A GO Bonds –
 1. Increase Bond Principal by \$1,435,000 (Account 319-471000-601) to account for the refunding of the bonds.
 2. Increase fiscal agent fees (Account 319-471000-620) by \$32,000 to account for the refunding of the bonds.
- Fund 327 - 2020B GO Bonds –
 1. Increase transfers in budget (Account 392010) by \$90,300 per Ehler's Debt Study
 2. Increase bond interest in budget (Account 327-471000-611) by \$23,000 for first debt payment
- Fund 240 – Sales Tax: Increase transfers out budget (Account 240-413200-720) by 90,300 per Ehler's Debt Study

Transfers between funds –

- Transfer the remaining cash balance from Fund 319 2010A GO Bonds to Fund 326 2020A GO Bonds. The 2010A Bonds were refunded as part of our 2020A Bond issue so this will transfer the 12/31/20 cash balance in Fund 319 to the new Fund 326. Fund 319 will then be closed.
- Transfer \$90,300 from Fund 240 Sales Tax to Fund 327 2020B GO Bonds. When the 2020 budget was done in 2019 the timing of the 2020 bonds being issued was unknown. Because the 2020B Bonds were issued earlier than anticipated in 2020, a first bond payment was made in 2020 which needs to be paid by sales tax. Ehler’s included this in their updated version of our Debt Study in 2020.

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 January 4, 2021.

TO: Mayor & City Council

FROM: John Mulder, City
Administrator



DATE: December 23, 2020

Meeting Date: 1/4/21

SUBJECT: Road Improvement District
No. 537 (Lavaque Jct Rd)

Agenda Item: 12-E

Resolution 2021-10

REQUESTED ACTION

Approve substantially completed final plans and specifications and ordering advertisement for bids for Road Improvement District No. 537 (Lavaque Jct Rd)

BACKGROUND

The final plans and specifications for Road Improvement District 547 (Lavaque Jct Rd) will be completed in the next 10 days. We are asking for City Council approval in advance so that we can advertise on Jan 21, Jan 28 & Feb 4, 2021. The timing of the second meeting in January being on a Tuesday, complicates the advertising schedule, so we are requesting authorization to advertise at this time. We hope to award the bid in February so we can begin tree removal and other utility coordination (telephone and electric) in March and April. The full plans will be completed prior to the date of the first ad. The timeline is as follows:

1/4/21	90% plans and specs; CC authorizes advertisement of project
1/15/21	100% plans and specs complete
1/21/21	first advertisement
1/28/21	second advertisement
2/4/21	third advertisement
2/11/21	Open Bids
2/16/21	CC awards bid
2/22/21	contracts, bonds and insurance in place
3/1/21	clear trees
4/5/21	utility relocations start
5/17/21	road reconstruction starts
5/28/21	Utility relocates are complete
9/18/21	construction complete
10/1/21	draft of final pay estimate
10/4/21	Public assessment hearing at CC meeting
10/8/21	record drawings, final project documentation and final pay estimate are completed

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Advertisement for Bids

Resolution No. 2021-10

RESOLUTION APPROVING SUBSTANTIALLY COMPLETED PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR ROAD IMPROVEMENT DISTRICT NO. 537 (LAVAQUE JUNCTION ROAD)

WHEREAS, Northland Consulting Engineers, LLC, the Project Engineer hired by the City has prepared plans and specifications for sewer extension for Road Improvement District No. 537 “Project”); and

WHEREAS, such the substantially completed plans and specifications have been presented to the City Council; and

WHEREAS, the final plans for the Project will be completed by January 15, 2021 and submitted for consideration by the City Council on January 19, 2021 prior to the first official advertisement on January 21, 2021

WHEREAS, the City Council has reviewed the substantially completed plans and specifications and believes it to be in the best interest of the City of Hermantown to approve the substantially completed plans and specifications; and

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

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for construction of the Project; and

WHEREAS, the City Council believes that it is in the best interest of the City of Hermantown that such bids be advertised for at the earliest possible time.

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

1. The substantially completed plans and specifications prepared by Northland Consulting Engineers, LLC are hereby approved and ordered placed on file in the office of the City Clerk.
2. The final plans for the Project will be completed by January 15, 2021 and presented for consideration by the City Council on January 19, 2021 and upon approval by the City Council they will be placed on file in the office of the City Clerk as provided for in the advertisement for the Project.
3. WHEREAS, 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.
4. The City Clerk is hereby directed to file the substantially completed plans and specifications in the permanent records of the City.

5. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper an advertisement for bids for Road Improvement District No. 537 in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on **January 21, 2021, January 28, 2021** and **February 4, 2021**.

6. Such advertisement shall specify the work to be done, shall state that the bids will be publicly opened and tabulated by the Consulting Engineer and the City Clerk on **Thursday, February 11, 2021, at 10:00 a.m.**, that the tabulated bids will be considered at the City Council meeting on **February 16, 2021 at 6:30 p.m.**, and shall state that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Hermantown for five percent (5%) of the amount bid.

7. The advertisement for bids to be published shall be substantially in the form of the one 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 January 4, 2021.

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, February 11, 2021** for the reconstruction of Lavaque Junction. The project takes place in the City of Hermantown in accordance with the plans and specifications on file in the office of the City Clerk, the Duluth Builders Exchange, Minnesota Builders Exchange and QuestCDN. Major work items include: construction of a water main extension; replacement of fire hydrants; bituminous pavement reclamation; roadway reconstruction; ditching; driveway culverts; bituminous paving; aggregate base; ledge rock removal.

A mandatory pre-bid meeting will be held at 10:00 a.m. on Thursday, January 28, 2021 and will be held via virtual teleconference. All bidders must request a meeting invite by contacting the City Engineer, David Bolf, P.E. at 218-727-5995 or david@nce-duluth.com.

All bids shall be made on the proposal form contained in the specifications and shall be accompanied by a cashier's check, bid bond or certified check payable to the order of the City of Hermantown for not less than five percent (5%) of the amount bid.

Digital image copies of the Bidding Documents are available QuestCDN. These documents may be downloaded by selecting this project from the PROJECT BID INFORMATION on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

Bids shall be mailed or delivered to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement or summary as to the work for which the bid is made.

The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the City Clerk and the City Engineer at **10:00 a.m. Local Time, Thursday, February 11, 2021** at the Hermantown Government Services Building. **Because of COVID, the bid opening will not be a public meeting for bidders to attend. A bid abstract will be prepared and sent to all bidders via email by the end of the day of the opening.** Any questions regarding the project should be directed to the City Engineer, David Bolf, P.E. at 218-727-5995 or david@nce-duluth.com.

Authorized by the City Council.

BONNIE ENGSETH, CLERK
City of Hermantown

TO: Mayor & City Council
FROM: John Mulder, City Administrator



DATE: December 23, 2020 **Meeting Date:** 1/4/21
SUBJECT: Feasibility Study – Road **Agenda Item: 12-F** **Resolution 2021-11**
Improvement District 534 –
Ugstad Road

REQUESTED ACTION

Accept the Preliminary Feasibility Report for Road Improvement District No. 534 Ugstad Road and call for the Public Hearing for February 1, 2021.

BACKGROUND

The City has done some preliminary work on the Ugstad Road project, including the traffic study of the intersection of Arrowhead and Ugstad Roads. We are currently seeking proposals for the design and construction engineering for the project. In December, the City Council requested the City Engineer to complete a preliminary feasibility report. This one of the required steps in the road improvement process since it is the intention of assessing property owners along this project. The City Council should accept the report and call for a public hearing on the improvement to be held on February 1, 2021.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Draft Feasibility Report

Resolution No. 2021-11

**RESOLUTION RECEIVING PRELIMINARY ENGINEERING
REPORT AND CALLING FOR PUBLIC HEARING FOR ROAD IMPROVEMENT DISTRICT
NO. 534 (UGSTAD ROAD)**

WHEREAS, pursuant to Resolution 2020-176 of the Council adopted on December 21, 2020 a preliminary engineering report (“Report”) has been prepared by Northland Consulting Engineers, LLP with reference to the Road Improvement District No. 534 (Ugstad Road) (“Project”) and this Report was received by the Council on January 4, 2021; and

WHEREAS, the City Council has been advised by Northland Consulting Engineers, LLP, the consulting engineer for such project in the Report that the Project is feasible and should best be made as proposed; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown that further consideration be given to the construction of Road Improvement District No. 534 (Ugstad Road) in the City of Hermantown; and

WHEREAS, Chapter 429 of the Minnesota Statutes provides that no such improvement shall be made until the City Council shall have a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating the time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed in accordance with the law.

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

1. The Council will consider the improvement of such road in accordance with the Report and the assessment abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$3,649,910.00
2. A public hearing on the proposed improvements will be held **February 1, 2021 at 6:30 p.m.** in the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota.
3. The notice of hearing attached hereto is approved and the City Clerk is hereby authorized and directed to cause such notice to be published twice in the official newspaper, once on **January 14, 2021** and once on **January 21, 2021**.
4. The City Clerk is further authorized and directed to mail such notice to the owner of each parcel of land within the area proposed to be assessed as described in such notice no later than **January 6, 2021**. For purpose of giving such mailed notice, owners shall be those shown to be such on the records of the St. Louis County Auditor. As to properties not listed on the records of the St. Louis County Auditor, the City Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Councilor ___ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such motion 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 January 4, 2021.

NOTICE OF PUBLIC HEARING ON
ROAD IMPROVEMENT DISTRICT NO. 534
(UGSTAD ROAD)

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the Council Chambers of Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, February 1, 2021 to consider Road Improvement District No. 534 (Ugstad Road).

The City Council proposes to proceed in accordance with the provisions of Minnesota Statutes Chapter 429.011 to 429.111 of the Minnesota Statutes.

The area proposed to be assessed for such improvement is every piece and parcel of property benefited by such improvement, whether abutting thereon or not, based upon the benefits received by each piece and parcel.

The estimated cost of such improvement is \$3,649,910.00.

Proposed assessment: \$9,750.00 per parcel

Such persons desired to be heard with reference to the proposed improvements will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.

Authorized by the City Council.

Bonnie Engseth, City Clerk
City of Hermantown

CITY OF HERMANTOWN

**PRELIMINARY ENGINEERING REPORT
AND
FEASIBILITY STUDY**

Prepared: December 29, 2020

**STREET IMPROVEMENT DISTRICT #534
SP 202-101-014**

**MSAS 101 (Ugstad Road) from CSAH 6 (Maple Grove Road) to TH 53 (Miller
Trunk HWY) & MSAS 104 (Arrowhead Road) 1,300' west and 400' east of MSAS
101**

NCE JOB NO. 20-8018

RECOMMENDED: _____

Hermantown City Engineer

Date

LEGAL BASIS FOR REPORT

This report is prepared pursuant to a Resolution No. 2020-176 approved by the Hermantown City Council calling for the preparation of a preliminary engineering report, pursuant to Minnesota Statutes Section 429.031.

This report is prepared in accordance with said Section 429.031. Specifically, this report hereby advises the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement.

This report also includes the estimated cost of the improvements as recommended.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is based on the following factors:

1. The time and labor required.
2. The experience and knowledge of the preparer.
3. The complexity and novelty of the problems involved.
4. The extent of the responsibilities assumed.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is not based on a percentage of the estimated cost of the improvement.

PURPOSE

The purpose of this report is to determine the necessity, cost effectiveness, and economic feasibility for reconstruction Ugstad Road from Maple Grove Road to HWY 53 and Arrowhead Road from Hawk Circle Drive to Thielke Circle. The total length of the scheduled reconstruction is 12,260 LF.

DISCUSSION

As part of the 2015 Citywide Road Inventory and Financial Management Plan (adopted May 2019) the City of Hermantown recognized the need to evaluate, budget and repair Ugstad Road from Maple Grove Road to HWY 53. The project includes intersection improvements at Ugstad and Arrowhead Road, which will reconstruct approximately 1,700 LF of Arrowhead Road. (Hawk Circle Drive to Thielke Circle)

A public information meeting will be held in January 21, 2021 at 5:00pm via Zoom.

EXISTING CONDITIONS

NCE has reviewed the road segment that is being investigated for feasibility. This review started in 2015 when the road inventory carefully reviewed the condition of each road segment in the City. Roads were ranked 1-5, with 1 being new condition and 5 being failing condition. We then developed the improvement strategies for each condition rating. These strategies include chip seal, mill & overlay, reclaim & overlay and full reconstruction. Public Works and the City Engineer, focused on the "4s & 5s" to develop a 10 Year Road Improvement Plan.

The Ugstad and Arrowhead Road intersection is a heavily traveled intersection in Hermantown, MN. Surrounding the intersection are the Hermantown Public Schools, Hermantown Hockey Facilities, Early Childhood Family Education and the newly constructed Essentia Wellness Center. Each of these facilities generate significant traffic volumes when in use. At AM and PM peak hours this intersection sees extreme backups, causing slow travel and safety concerns, resulting in a level of service (LOS) F. The newly created traffic generated by the Essentia Wellness Center has added to the congestion.

Road Condition

80% of the current road is in poor/failing condition. For the purposes of this study Lavaque Junction has been split into (4) segments based on its existing condition. Segments are listed from west to east. Segment 1 is in the best condition. Segment 1 was reconstructed when the trunk sewer was built along Lavaque Junction in 2007. The bituminous is in fair condition along this segment. Segment 2 is a narrow (20’ wide) section with failing bituminous. Segment 3 is likely failing due to the underlying bedrock while Segment 4 is likely failing due to the underlying wood corduroy. On top of the failing bituminous the ditching and driveway culverts are in need of improvement. The ditching is either overgrown or has filled in with sediment over time. Without the proper drainage the road section is holding water which expedites the deterioration of the bituminous pavement.

Existing Conditions - Street Improvement District #534					
Segment	Road Name	Road Length	Road Width	ROW Width	Road Condition
1	Ugstad Road	3,950’	30’	66’	Bituminous - Fair
2	Ugstad Road	1,290’	30’-48’	66’	Bituminous - Fair
3	Ugstad Road	1,480’	40’	66’	Bituminous - Fair
4	Ugstad Road	2,860	44’	66’	Bituminous - Fair
5	Ugstad Road	900’	44’	66’	Bituminous - Fair
6	Arrowhead Road	1,700	36’-54’	66’	Bituminous - Fair
7	Arrowhead Road	400’	32’-42’	66’	Bituminous - Fair

DESIGN

The City of Hermantown is proposing intersection improvements at Ugstad and Arrowhead Road. There are various improvements strategies that would improve the level of service significantly based on the traffic study prepared by SRF in 2015 and more recently by SEH which was just completed in December of 2020. Improvements are also proposed at the Ugstad and Hawk Circle intersection. These improvements will allow for vehicles to flow without stopping when making a left turn maneuver. The left turn to enter and exit at this location create backups when vehicles have to stop and wait for passing traffic. At times these backups extend back to the Ugstad and Arrowhead Road intersection. The project will also improve the road surface for the roadways leading into the intersection.

As part of the project additional improvements will also be constructed at the intersection of Hawk Circle Drive and Ugstad Road. The improvements at Hawk Circle and Ugstad will work to move vehicles in and out of the school by improving left turn maneuvers and ways to keep thru traffic moving. The improvements will minimize the chance of a full stop condition while waiting for passing vehicles in the current configuration.

The intersection improvements will also benefit the Essentia Wellness Center and Hermantown Hockey Arena. The added traffic generation will be able to move safer and more efficiently through the area. Other users of the intersection will be less impacted by wait times while utilizing these roads.

Road Improvements

Ugstad and Arrowhead Road and all intersections will be built to State Aid Rules – Chapter 8820.9946 – “Urban Reconditioning Projects.”

The table below summarizes the road segments to be improved as part of the Street Improvement District.

Proposed Construction - Street Improvement District #534					
Segment	Road Name	Road Length	Road Width	ROW Width	Improvement Strategy
1	Ugstad Road	3,950'	30'	66'	3" Mill & Overlay – 5' Sidewalk on east side
2	Ugstad Road	1,290'	30'-48'	66'	3" Mill & Overlay – 10' Paved trail on west side
3	Ugstad Road	1,480'	40'	66'	Reconstruct with added shared center left turn lane and right turn lane into Hawk Circle Drive -10' paved trail on west side
4	Ugstad Road	2,860	44'	66'	Reclaim & Overlay - 10' Paved trail on west side
5	Ugstad Road	900'	44'	66'	3" Mill & Overlay – 10' Paved trail on west side
6	Arrowhead Road	1,700	36'-54'	66'	3" Mill & Overlay – add left turn lane @ Hawk Circle
7	Arrowhead Road	400'	32'-42'	66'	3" Mill & Overlay – increase length of right turn lane

Reconditioning: Ugstad Road and Arrowhead Road are proposed as varies types of reconditioning. Both Roads and all intersection will be built to State Aid Rules – Chapter 8820.9946Urban Reconditioning Projects. This will entail a 2' sub cut of existing roadway materials, removal of unsuitable soils, and a full rebuild of the 2' section:

Minimum Typical Roadway Section Full Reconstruction – Geotechnical Engineer to make final recommendation

Munger Trail Connector

As part of this project, a portion of the Munger Trail Connector will be constructed. The Munger Trail Connector will run from the Hermantown Schools through Keene Creek Park. This will ultimately connect to the Munger Trail in Duluth providing a multi-use trail, open to walkers, bikers and other non-motorized users. A goal of this project and the overall trail project in general is to create a safe route for students and faculty to access the schools. The trail and connecting walkways will provide safe access to the school as well as safe access to the Wellness Center, Early Childhood Family Education facility and hockey facilities.

Site Evaluation

Further study of the underlying conditions and drainage characteristics within the right of way will need to be performed prior to final design of the plans.

Soils Investigation: Braun Intertec has been selected by way of RFP to complete a geotechnical evaluation. Soil borings will be completed every 400 lineal feet along the centerline of the roadway.

Wetland Permitting: A wetland delineation will be required within the right of way throughout the length of the project. If required, the project will need to mitigate any disturbed wetlands that are above and beyond the allowed wetland de minimis exemption. Credits from the wetland roadway bank may be an option.

Right-of-Way: Additional ROW will need to be obtained to accommodate addition of turn lanes and multi-use trail.

CONCLUSION

Northland Consulting Engineers believes the improvements above are beneficial to the City of Hermantown. The improvements to roadways will be a major benefit allowing for improved travel along Ugstad Road and Arrowhead Road. Below is a summary of the projected cost for the improvements to the Street Improvement District.

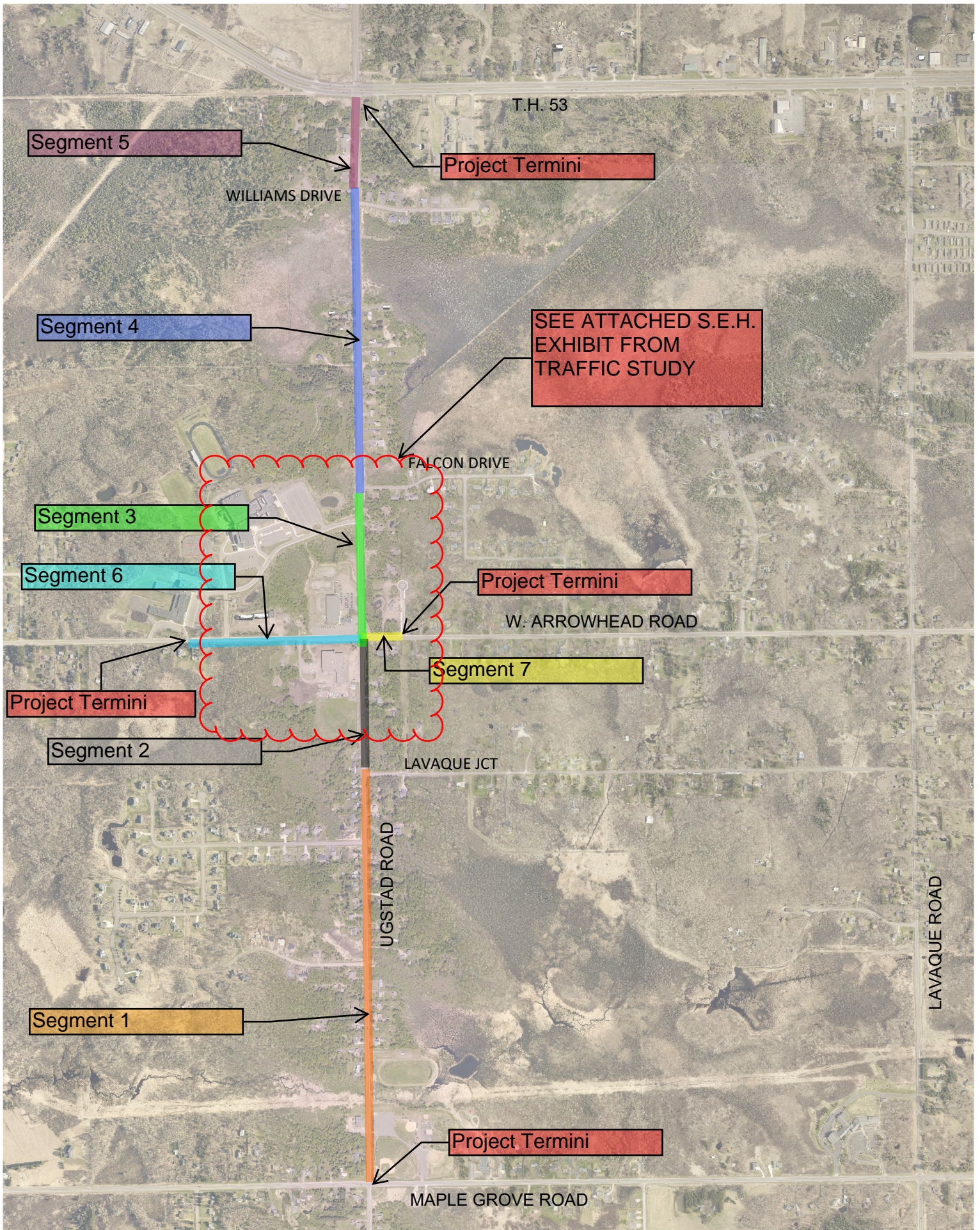
PROJECTED COSTS

Estimated Construction Costs:

Street Improvement District #534 – Ugstad Road	\$2,861,040.00
Design Engineering (8%)	\$228,883.20
Construction Engineering (8%)	\$228,883.20
Wetland Permitting	\$10,000.00
Geotechnical Evaluation	\$20,000.00
Easement Acquisition	\$10,000.00
Legal Proceedings	\$5,000.00
Contingency (10%)	\$286,104.00
Estimated Total Project Costs	\$3,649,910.40

Projected Project Funding for Construction & Soft Costs

Stormwater Utility Fund	\$0.00
Water Utility Fund	\$0.00
Assessments (75 x \$9,750)	\$731,250.00
Local Funding	\$150,000.00
Federal Funding	\$1,480,000.00
State Funding	\$1,288,660.00
Estimated Total Project Funding	\$3,649,910.00



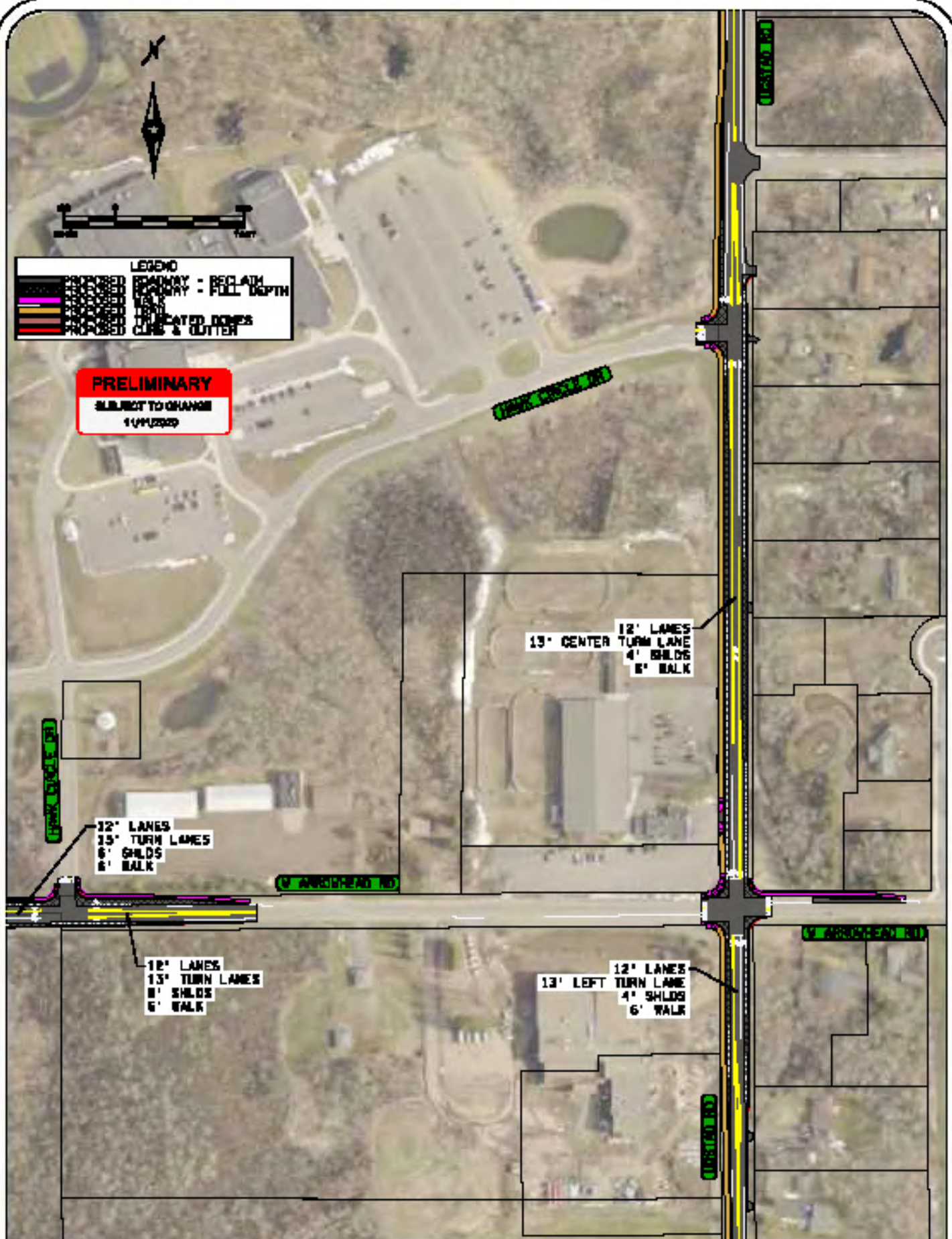
UGSTAD & ARROWHEAD ROAD -
REHABILITATION AND TURN LANE PROJECT



LEGEND

	ROADWAY - RECLAIM
	ROADWAY - FULL DEPTH
	UNPAVED AREAS
	UNPAVED DRIVEWAYS
	UNPAVED CURBS & GUTTER

PRELIMINARY
SUBJECT TO CHANGE
11/14/2020



13' CENTER TURN LANE
12' LANES
4' SHOULDS
6' WALK

12' LANES
13' TURN LANES
6' SHOULDS
6' WALK

12' LANES
13' TURN LANES
6' SHOULDS
6' WALK

13' LEFT TURN LANE
12' LANES
4' SHOULDS
6' WALK



PHONE: 612-490-2000
3838 WADSWORTH CENTER DR.
ST. PAUL, MN 55110

CONCEPT LAYOUT
UGSTAD RD & ARROWHEAD RD

ALTERNATIVE 2



Item No.	Item Description	Unit of Measure	Estimated Quantities	Unit Unit Price	Total Cost
1	MOBILIZATION	LS	1	\$50,000.00	\$ 50,000.00
2	CLEARING	ACRE	2.50	\$7,000.00	\$ 17,500.00
3	GRUBBING	ACRE	2.50	\$7,000.00	\$ 17,500.00
4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	350	\$6.00	\$ 2,100.00
5	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	100	\$6.00	\$ 600.00
6	REMOVE BITUMINOUS PAVEMENT	SY	7,000	\$5.00	\$ 35,000.00
7	MILL BITUMINOUS PAVEMENT	SY	36,000	\$3.00	\$ 108,000.00
8	RECLAIM BITUMINOUS	SY	12,700	\$5.00	\$ 63,500.00
9	GEOTEXTILE FABRIC TYPE V	SY	5,000	\$3.00	\$ 15,000.00
10	COMMON EXCAVATION	CY	8,500	\$15.00	\$ 127,500.00
11	SELECT GRANULAR BORROW MOD 7% (CV)	CY	6,000	\$22.00	\$ 132,000.00
12	AGGREGATE BASE (CV), CLASS 5	CY	2,500	\$28.00	\$ 70,000.00
13	SHOULDER BASE AGGREGATE (CV), CLASS 5	CY	260	\$30.00	\$ 7,800.00
14	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6,500	\$85.00	\$ 552,500.00
15	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	6,500	\$75.00	\$ 487,500.00
16	12IN (CAS) PIPE CULVERT	LF	720	\$40.00	\$ 28,800.00
17	36IN (RC) PIPE APRON	EACH	16	\$1,500.00	\$ 24,000.00
18	36IN (RC) PIPE CULVERT	LF	300	\$150.00	\$ 45,000.00
19	MAILBOX SUPPORT	EACH	90	\$250.00	\$ 22,500.00
20	INSTALL SIGN TYPE C	EACH	90	\$300.00	\$ 27,000.00
21	SIGN PANELS TYPE C	SF	180	\$15.00	\$ 2,700.00
22	TRAFFIC CONTROL	LS	1	\$15,000.00	\$ 15,000.00
23	4" SIDEWALK	SF	30,250	\$4.00	\$ 121,000.00
24	STABILIZED CONSTRUCTION EXIT	LS	2	\$500.00	\$ 1,000.00
25	STORM DRAIN INLET PROTECTION	EACH	90	\$250.00	\$ 22,500.00
26	SILT FENCE, TYPE HI	LF	10,600	\$3.00	\$ 31,800.00
27	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	LF	80	\$3.00	\$ 240.00
28	COMMON TOPSOIL BORROW	CY	600	\$50.00	\$ 30,000.00
29	FERTILIZER TYPE 1	POUNDS	600	\$5.00	\$ 3,000.00
30	EROSION CONTROL BLANKET, CATEGORY 6	SY	9,800	\$4.00	\$ 39,200.00
31	SOD, TYPE LAWN	SY	12,500	\$6.00	\$ 75,000.00
32	SEED, MIXTURE 25-131	POUNDS	600	\$6.00	\$ 3,600.00
33	HYDRAULIC BONDED FIBER MATRIX	POUNDS	2,500	\$6.00	\$ 15,000.00
34	RAPID STABILIZATION METHOD 3	MGAL	2.0	\$5,000.00	\$ 10,000.00
35	4" SOLID DOUBLE LINE PAINT (YELLOW)	LF	21,000	\$0.20	\$ 4,200.00
36	MULTIUSE TRAIL	LF	6,530	\$100.00	\$ 653,000.00

ENGINEERS ESTIMATE	\$ 2,861,040.00
--------------------	------------------------

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



DATE: December 29, 2020 **Meeting Date:** 1/4/21
SUBJECT: Consultant recommendation for moratorium study **Agenda Item: 12-G** **Resolution 2021-12**

REQUESTED ACTION

Approve a resolution authorizing the Mayor and Clerk to sign the consulting contract with ARDC Planning

DESCRIPTION OF REQUEST:

The City enacted a 6 month moratorium on residential developments having more than three (3) units per acre with a maximum of four (4) dwelling units per building within the R-3, Residential zoning district at the December 21, 2020 meeting. City staff has contacted two planning consultant firms to provide proposals to conduct a study of the City’s PUD ordinance as it applies to R-3, Residential zoning districts.

The City received proposals from HKGI and the ARDC. Both companies have assisted the City with planning and recreation studies in the past. Both proposals will rely on City staff assistance in the interviewing of stakeholders and meeting coordination. In addition, each firm proposes to finish their work within the 6 month moratorium period which expires on June 21, 2021.

Based upon review of project proposals, discussions with the consultants, review of timelines and budgets, City staff is recommending that the City Council approve ARDC Planning as the consultant to conduct the moratorium study for the proposed fee of \$7,866.00.

SOURCE OF FUNDS (if applicable)

Community Development – 101-419100

ATTACHMENTS

- Agreement for Professional Services
- ARDC Proposal
- HKGI Proposal letter and Attachment A
- Consultant Comparison

Resolution No. 2021-12

RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR CONSULTING SERVICES TO STUDY PLANNED UNIT DEVELOPMENTS WITHIN THE R-3, RESIDENTIAL ZONING DISTRICT

WHEREAS, the City of Hermantown (“City”) desires to obtain consultant services for the purposes of studying Planned Unit Developments (PUD) in the R-3, Residential zoning district; and

WHEREAS, ARDC Planning (“ARDC”) submitted a response to the City’s request for consulting services solicited by the City; and

WHEREAS, City and ARDC desire to enter into an Agreement for Consulting Services to study Planned Unit Developments within the R-3, Residential zoning district (“Agreement”) as shown on Exhibit A attached hereto in which ARDC provides consulting services to City pursuant to these terms of the Agreement; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to ARDC the Agreement for Consulting Services to study Planned Unit Developments within the R-3, Residential zoning district 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 January 4, 2021.

EXHIBIT A
AGREEMENT FOR CONSULTING SERVICES
FOR CONSULTING SERVICES FOR THE STUDY OF PLANNED UNIT
DEVELOPMENTS IN THE R-3, RESIDENTIAL ZONING DISTRICT

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the ____ day of _____, 2021 by and between the **City of Hermantown**, hereinafter referred to as “City”, and **ARDC Planning**, hereinafter referred to as “Consultant”, in response to the following situation:

A. City desires to obtain pre-design services for the Arrowhead Regional Health and Wellness Center (“Project”).

B. Consultant submitted a submitted a response to the City’s request for consulting services solicited by the City; and

C. Consultant is willing to provide consulting services to City pursuant to the terms of this Agreement.

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

1. Services to be Performed.

1.1 The scope of services to be provided to City by Consultant is as set forth in the Proposal.

1.2 The principal contact person for Consultant is Josh Bergstad.

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

3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of City. The subcontractors identified in the Proposal are hereby approved.

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

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

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

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

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

7.2 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 One Million Dollars (\$1,000,000.00).

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

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 policy(ies). The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant

shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by City under Section 3 hereof to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant and City 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 thirty (30) day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Consultant, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to its policy(ies) 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 and Consultant by the insurance company providing such insurance policy(ies).

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in the Proposal. Consultant shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. The Consultant's compensation shall not exceed \$7,866.00 and shall be based on actual hours spent in the performance of Consultant's services.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

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

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

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

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, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to the 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 in connection with the Project are and shall remain the sole and exclusive property of City.

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

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

15. No Contractual Authority. 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.

16. 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 Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. 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. Consultant'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.

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

CITY:
City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

CONSULTANT:
ARDC Planning

By _____
Its _____

City of Hermantown Planned Unit Development Review Project Proposal

12/28/2020

Contact

Josh Bergstad
Principal Planner
P: 218-529-7516
E: jbergstad@ardc.org

Introduction

This project involves a review of the City of Hermantown's use of Planned Unit Development (PUD) to help the City decide the parameters on how and when to use PUD to help achieve community development goals. City staff will conduct a stakeholder engagement process to understand the range of views on the use of PUD and provide those findings to ARDC.

ARDC will conduct a best practice review of literature and peer communities, evaluation of Hermantown's existing process, and recommendations for changes. The Planning and Zoning Commission and community stakeholders will be engaged throughout the process.

The City of Hermantown has passed a partial moratorium on planned unit development that expires in June. The proposed timeline and process reflects the need to balance thoroughness and speed.

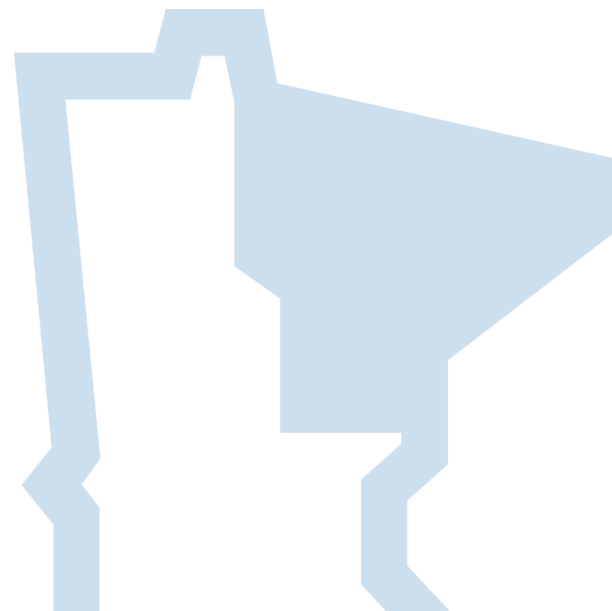
Scope of Work

Task 1 – Develop Understanding

ARDC will work with City Staff to identify questions the City wants answered using the findings of the City's stakeholder engagement.

Task 2 – Best Practices Review

ARDC will perform a literature review of PUD best practices. A group of peer communities in Minnesota will be selected with input from City Staff. ARDC will



review PUD usage by the peer communities with a focus on the issues identified in Task 1 and how PUD relates to planning and zoning overall. ARDC will prepare a memorandum on the findings.

Task 3 – Evaluate Hermantown Ordinance

ARDC will review Hermantown’s current PUD ordinance against the issues identified in Task 1 and the findings of Task 2. ARDC will prepare a written memorandum on the findings.

ARDC will present a summary of Tasks 2 and 3 to the Planning and Zoning Commission and community stakeholders.

Task 4 – Develop Recommendations

ARDC will develop a range of potential recommendations for changes to the PUD process that will help meet the City’s community development goals.

ARDC will present the research completed in Tasks 1 through 4 to the Planning and Zoning Commission and community stakeholders. ARDC will facilitate a discussion to confirm or revise the findings and allow participants to ask questions and make comments.

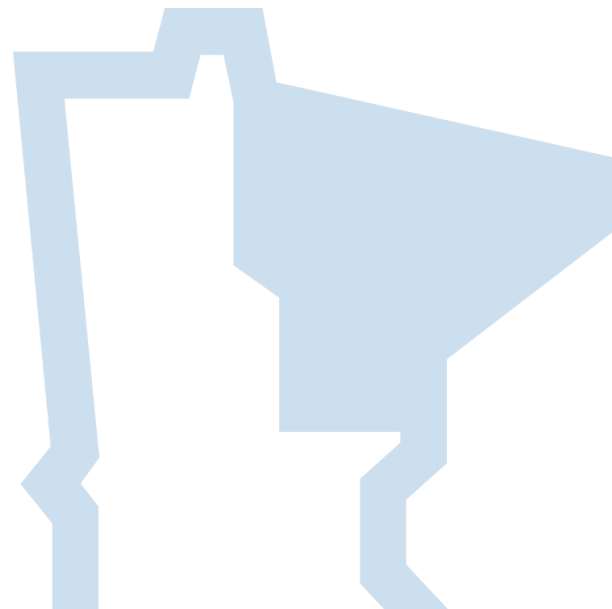
Task 5 – Report Development and Adoption

ARDC will prepare a Planned Unit Development Use report. The report will include recommended changes to the PUD Ordinance and use policy.

This proposal does not include a drafting or adopting an updated PUD ordinance. Those tasks could be achieved with a follow-on agreement.

ARDC recommends that the report be brought to the Planning and Zoning Commission for a public hearing and a recommendation on action to the City Council.

ARDC will present the report to the Planning and Zoning Commission and, if desired, to the City Council.



Deliverables

- Best Practices Memorandum
- Local Evaluation Memorandum
- Recommendations Memorandum
- Planned Unit Development Use Report

Timeline

Task	Jan	Feb	Mar	Apr	May	Jun
Task 1- Develop Understanding						
Task 2 - Best Practices Review						
Task 3 - Evaluate Hermantown Ordinance						
Task 4 - Develop Recommendations						
Task 5 - Report Development and Adoption						
P&Z/Stakeholders Meeting						
Council Meeting						

Costs

Task	Hours	Cost
Task 1- Develop Understanding	5	\$365
Task 2 - Best Practices Review	32	\$1,755
Task 3 - Evaluate Hermantown Ordinance	32	\$1,755
Task 4 - Develop Recommendations	32	\$1,755
Task 5 - Report Development and Adoption	32	\$1,755
P&Z/Stakeholders Meeting	7	\$371
Council Meeting	2	\$110
Total, Not to Exceed	142	\$7,866

Josh Bergstad, Principal Planner, will serve as project manager.

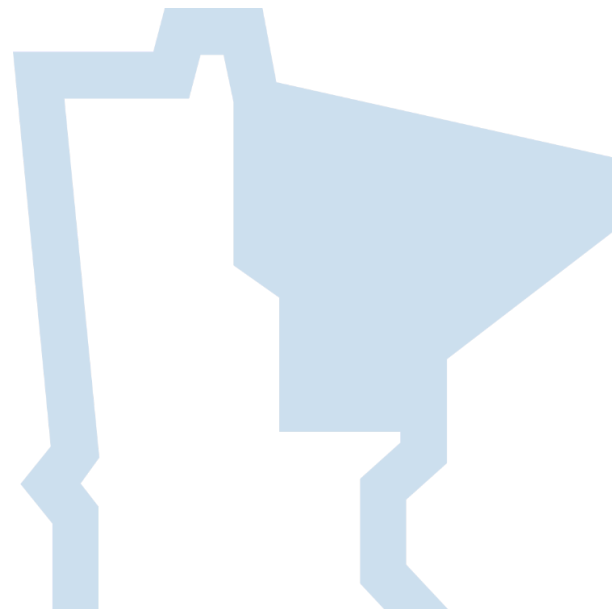
Justin Otsea, Senior Planner, will support research, evaluation, recommendation development, and report writing.

Andy Hubley, Director, will support provide support and review of the project tasks.

ARDC-Client Responsibilities

ARDC and the City of Hermantown agree to work together on:

- Hermantown will provide ARDC with Stakeholder input collected prior to project start
- Setting meeting locations, dates, and times, and development of agendas
- Promoting meetings
- Providing ARDC with all pertinent past plans and community development information
- Upload updates, announcements, documents, and other related materials to the City Website (ARDC will not create a project webpage on its website)
- Reviewing documents in a prompt fashion
- Providing ARDC with any data, GIS files, or other information that exists that can assist ARDC



December 29, 2020

Mr. Eric Johnson
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Re: Proposed Planning Services for a Study of Planned Unit Developments in the R-3 Residential Zoning District

Dear Mr. Johnson:

On behalf of the Hoisington Koegler Group (HKGi), I have put together an outline for a proposed planning process, as well as estimated costs, to assist the City of Hermantown in a study of Planned Unit Developments (PUDs) in the R-3 Residential Zoning District. This proposed planning process is based on my phone conversation with you, my cursory review of the City's current PUD regulations relevant to multi-family dwellings, and HKGi's breadth of experience with assisting other cities with similar zoning studies. HKGi understands the challenges that cities often experience as communities and the housing market strive to expand the range of housing options within or near developed residential areas. As the City considers putting in place a temporary moratorium on new PUDs for multi-family dwellings in the R-3 zoning district, HKGi is well positioned to bring the needed expertise and resources to assist the city in navigating this challenging and important issue.

Project Understanding

It is our understanding that the City has experienced challenges with the review and approval process of recent development proposals for multi-family dwellings in residential zoning districts. While multi-family dwellings are not permitted uses in the residential districts, the City's Planned Unit Development (PUD) ordinance does allow multi-family dwellings in any zoning district. However, community members have voiced concerns about the height and density of these buildings not being compatible with existing residential development. These concerns have resulted in the City's denial of such development proposals. The City is now considering a six-month moratorium on any development proposals for multi-story residential structures in the R-3 zoning district in order to study how other communities view and regulate these types of projects. This zoning study will need to evaluate the PUD ordinance to identify needed updates to improve the clarity and predictability of multi-family dwelling regulations. It is also our understanding that community engagement and input will be important for this project.

Potential Planning Process

Here is our proposed planning process for this study:

Task 1 Evaluate existing conditions and regulations

- 1.1 Kickoff meeting with staff & task force
- 1.2 Review relevant planning cases
- 1.3 Evaluate the planned unit development (PUD) ordinance

- 1.4 Mapping analysis (in collaboration with staff)
 - Existing land uses
 - Existing residential zoning districts (R-3, R-3a, R-2)
 - Vacant/developable land by zoning district
 - Property access to public utilities (existing and planned)
- 1.5 Meeting with staff & task force
- 1.6 Assist staff with identifying community concerns with/needs for multiple family dwellings (survey, focus groups)
- 1.7 Summarize issues and opportunities

Task 2 Explore alternative solutions

- 1.1 Identify where development of multiple family dwellings may be appropriate
- 1.2 Identify alternative PUD changes
- 1.3 Meeting with staff & task force
- 1.4 Assist staff with evaluating alternative solutions with community (survey, focus groups)
- 1.5 City Council/Planning Commission work session
- 1.6 Summarize pros and cons of alternatives

Task 3 Determine preferred solution

- 1.1 Converge on preferred PUD changes approach
- 1.2 Meeting with staff & task force
- 1.3 Prepare draft PUD amendments
- 1.4 Meeting with staff & task force
- 1.5 Open house for public input (in-person or virtual)
- 1.6 Prepare recommended PUD amendments

Task 4 Facilitate implementation of PUD amendments

- 4.1 Planning Commission review meeting and public hearing
- 4.2 Prepare final PUD amendments
- 4.3 City Council meeting and adoption

Estimated Costs and Schedule

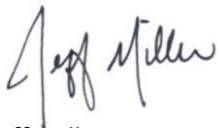
Based on this proposed planning process, we estimate that our consultant fees and expenses would likely be in the \$23,000 to \$27,000 range. These fees will depend upon gaining a clear understanding of the City's needs/desires for the level of engagement with the community and stakeholder groups.

We anticipate a schedule to complete this type of study within a 6-month time frame.

- Zoning Ordinance Update; New Zoning Districts & Standards - Shoreview, MN
- Mixed Use Zoning District Update - Mound, MN
- New Town Center Zoning District and Design Guidelines - Eden Prairie, MN
- Zoning Ordinance Update; Design Guidelines - Greenville, WI
- Zoning Ordinance Update - Kasson, MN
- West Side Flats Design Guidelines - Saint Paul

We genuinely appreciate the opportunity to collaborate with you on the scope of this PUD study. HKGI's previous experience working in Hermantown on the Munger Trail Spur Master Plan and the Hermantown Marketplace District provides us with familiarity with the community's character and values. We are more than happy to discuss this letter proposal in more detail as you determine the project's work scope and budget. Please contact me at 612.720.8311 or jmiller@hkgi.com at any time. I very much look forward to speaking with you further about this important community project.

Sincerely,

A handwritten signature in dark ink that reads "Jeff Miller".

Jeff Miller, AICP
Associate | Urban Planner

A handwritten signature in dark ink that reads "Brad Scheib".

Brad Scheib, AICP
Vice President | Urban Planner

Attachment A

Work Program & Fee Schedule

Task 1 Evaluate existing conditions and regulations	\$5,450
1.1 Kickoff meeting with staff & task force	
1.2 Review relevant planning cases	
1.3 Evaluate the planned unit development (PUD) ordinance	
1.4 Mapping analysis (in collaboration with staff)	
• Existing land uses	
• Existing residential zoning districts (R-3, R-3a, R-2)	
• Vacant/developable land by zoning district	
• Property access to public utilities (existing and planned)	
1.5 Meeting with staff & task force	
1.6 Assist staff with identifying community concerns with/needs for multiple family dwellings (survey, focus groups)	
1.7 Summarize issues and opportunities	
Task 2 Explore alternative solutions	\$7,900
2.1 Identify where development of multiple family dwellings may be appropriate	
2.2 Identify alternative PUD changes	
2.3 Meeting with staff & task force	
2.4 Assist staff with evaluating alternative solutions with community (survey, focus groups)	
2.5 City Council/Planning Commission work session	
2.6 Summarize pros and cons of alternatives	
Task 3 Determine preferred solution	\$8,850
3.1 Converge on preferred PUD changes approach	
3.2 Meeting with staff & task force	
3.3 Prepare draft PUD amendments	
3.4 Meeting with staff & task force	
3.5 Open house for public input (in-person or virtual)	
3.6 Prepare recommended PUD amendments	
Task 4 Facilitate implementation of PUD amendments	\$2,800
4.1 Planning Commission review meeting and public hearing	
4.2 Prepare final PUD amendments	
4.3 City Council meeting and adoption	
Labor Fees	\$25,000
Reimbursable Expenses	\$2,000
Total Costs	\$27,000

TASK	ARDC	HKGI
KICKOFF MEETING	NO	YES
REVIEW PAST PLANNING CASES	NO	YES
EVALUATE PUD ORDINANCE	YES	YES
WORK WITH STAFF TO DISCUSS STAKEHOLDER QUESTIONS	YES	NO
RESIDENTIAL ZONE MAPPING	NO	YES
STAFF MEETINGS	YES - 2	YES - 3
TASK FORCE/STAKEHOLDER MEETING	YES - 1	YES - 3
PEER COMMUNITY PUD STUDY	YES	NO
COMMUNITY SURVEY	NO	YES
WORK WITH STAFF TO IDENTIFY COMMUNITY CONCERNS	YES	YES
IDENTIFY PUD LOCATIONS	NO	YES
IDENTIFY CHANGES TO PUD	YES	YES
EVALUATE ALTERNATIVE SOLUTIONS	YES	YES
COUNCIL/P&Z WORK SESSION	NO	YES
DRAFT PUD	YES	YES
OPEN HOUSE	NO	YES
P&Z MEETING	YES	YES
DRAFTING OF FINAL PUD	NO	YES
CITY COUNCIL MEETING	YES	YES
REIMBURSABLES	NO	YES - \$2,000
LABOR FEES	\$7,866.00	\$25,000.00
NOT TO EXCEED CONTRACT	\$7,866.00	\$27,000.00