



Hermantown City Council Meeting – March 1, 2021

Because of attendance limitations at the regular meeting location due to the health pandemic, Hermantown’s March 1, 2021, City Council Meeting, as well as Pre-Agenda Meeting, will be conducted both remotely and with limited 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. Interested parties can also choose to attend the City Council Meeting in person at City Hall, but only ten (10) members of the public will be allowed in Council Chambers at any time. Masks and distancing guidelines, per Minnesota Department of Health, will be required.

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

<https://us02web.zoom.us/j/89178873273?pwd=V2tQTHZDbjQ2SU5iQzdOOXI2Y3ZlZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 891-7887-3273 and the passcode of 827076.

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 “March 1, 2021, Meeting.” It is important to note that all comments regarding the March 1, 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/83534982441?pwd=bTZPckNYdnBRUmdVa3ZWQks5VUNwZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number 835-3498-2441 and the password 397380. 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, March 1, 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 March 1, 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, March 1, 2021 at 4:30 p.m.
Large Conference Room
Hermantown Governmental Services Building**

**City Council Meeting March 1, 2021 at 6:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
 - A. **21-31** John Mulder, City Administrator
TO: Mayor & City Council
RE: Liquor License Fees
 - B. **21-32** David Bolf, City Engineer
TO: City Council
RE: Lindahl Road Bridge Removal Direction
 - C. **21-33** John Mulder, City Administrator
TO: Mayor & City Council
RE: Legal Services
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
RE: [Sales Tax Report](#)
 - B. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
RE: [4th Quarter Financials](#)
 - C. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: Community Recreation Initiative Survey Update
 - D. Mike Marshall, Fire Chief *(Pre-Agenda Only)*
RE: [Fire Department Annual Report](#)

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
- A. **Minutes** - Approval or correction of [February 16, 2021 City Council Continuation Minutes](#)
- B. **Accounts Payable** – Approve general city warrants from February 16, 2021 through February 28, 2021 in the amount of \$427,549.76

10. **MOTIONS**

- A. Motion to appoint _____ to the HEDA Commission for a three-year term effective immediately.

(motion, roll call)

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. **2021-27** Resolution Establishing Procedures Relation To Compliance With Reimbursement Bond Regulations Under The Internal Revenue Code

(motion, roll call)

- B. **2021-28** Resolution Approving An Amendment To The City Handbook Regarding Engineering Policy

(motion, roll call)

- C. **2021-29** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between The Hermantown Volunteer Fire Department, Inc. And The City Of Hermantown For The Calendar Year 2021

(motion, roll call)

- D. **2021-30** Resolution Awarding Contract For 2021 Ford F550 Truck Body, Crane & Accessories To ABM Equipment & Supply In The Amount Of \$114,783.91 Plus Taxes & Fees

(motion, roll call)

- E. **2021-31** Resolution Approving Policy For Approvals And Denials Of Land Use And Development Applications

(motion, roll call)

F. **2021-32** Resolution Approving Right Of Entry Agreement

(motion, roll call)

G. **2021-33** Resolution Approving Preliminary And Final Planned Unit Development For A-Lign Properties LLC

(motion, roll call)

H. **2021-34** Resolution Approving Final Plans & Specifications And Ordering Advertisement For Bids For Keene Creek Park Trail

(motion, roll call)

13. **RECESS**

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

2/10/2021	21-24	Robert Smude, Minnesota Department of Health	Bonnie Engseth, City Clerk	Lavaque Junction Plan Review Approval	1/8/2021
2/11/2021	21-25	Mike Marshall, Fire Chief	Wayne Boucher, Mayor	HVFD 2020 Annual Report	2/1/2021
2/16/2021	21-26	Paul Sens, Public Works Director	Bruce Becker	Dale Eguene & Nora Erna Nystrom	2/10/2021
2/19/2021	21-27	Wayne Boucher, Mayor	Mary Beth Caruso, FEMA, Region V	Floor Risk Review Meeting 2/22/2021 @ 2:00 pm	2/12/2021
2/22/2021	21-28	Eric Johnson, Community Development Director	Planning & Zoning Commission	Preliminary and Final PUD, A-lign Properties, LLC, 508x Hermantown Rd.	2/18/2021
2/22/2021	21-29	Eric Johnson, Community Development Director	Planning & Zoning Commission	Variance, Dustin & Holly Melin, Lavaque Rd.	2/18/2021
2/22/2021	21-30	Eric Johnson, Community Development Director	Planning & Zoning Commission	Subdivision, Dustin & Holly Melin, Lavaque Rd.	2/18/2021
2/24/2021	21-31	John Mulder, City Administrator	Wayne Boucher, Mayor & City Councilors	Liquor License Fees	2/23/2021
2/24/2021	21-32	David Bolf, City Engineer	City Council	Lindahl Road Bridge Removal Direction	1/22/2021
2/24/2021	21-33	John Mulder, City Administrator	Mayor & City Council	Legal Services	2/24/2021

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



DATE: February 23, 2021 **Meeting Date:** 3/1/21
SUBJECT: Liquor License Fees **Agenda Item: 6-A** **Correspondence 21-31**

REQUESTED ACTION

Provide direction related to liquor license fees for 2021-2022 license year.

BACKGROUND

During our last pre-agenda meeting we discussed an e-mail from the AAD Shrine regarding liquor license fees and the possibility of refunding or reducing them due to COVID.

Liquor licenses run from July 1st to June 30th. We do not pro-rate fees if an applicant opens later in the year. The fee is a fixed cost for each license, due to our costs for investigation and related work to issue the license.

- . The City did take several actions related to liquor licenses, during the renewal period of May-June of 2020
- Gave license holders the option to pay the fee in installments as opposed to the whole amount at the beginning of the period.
 - Waived the 2020-2021 renewals fees for two license holders who opened in the beginning of 2020 after having paid the full amount for the 2019-2020 license year.

Liquor license holders were impacted during the July 2019 to June 2020 license year for 4 months to varying degrees (closure, limited to outdoor seating, limited capacity). Those limits varied and we do not have a good record of the full impact. Certainly, business may have been down simply because people were less inclined to go out during the early months of the pandemic.

In addition, liquor license holders have been restricted to varying degrees for the same reasons stated above from July 2020 to date.

As we discussed at the pre-agenda meeting on February 16th, it was recommended that any action taken would be to provide a credit on the renewal as opposed to sending checks out for refunds.

The table below shows the fees paid by each license holder for the 2020-2021 year. The total revenue was just over \$43,000.

On Sale Liquor Licensees	2020/2021 Fee	
AAD Temple	\$4,155.00	Incl. Sunday/Dance
Beacon Sports Bar	\$4,155.00	Incl. Sunday/Dance
Chalet Lounge	\$3,655.00	Incl. Sunday
Fosters Sports Bar & Grill	\$3,655.00	Incl. Sunday
Maya Authentic Mexican Restaurant	\$3,655.00	Incl. Sunday
McKenzies Bar & Grill	\$3,655.00	Incl. Sunday
Outback Steakhouse	\$3,655.00	Incl. Sunday
Skyline Lounge	\$3,655.00	Incl. Sunday
The Social House	\$3,655.00	Incl. Sunday
Valentini's	\$3,655.00	Incl. Sunday

Wine/Strong Beer Licensees	2020/2021 Fee	
China Star	\$1,150.00	
Do North Pizzeria	\$1,355.00	Incl. Sunday
Sammys Pizza of Hermantown	\$1,355.00	Incl. Sunday
The King of Creams	\$1,355.00	Incl. Sunday
Yellow Bike Coffee	\$1,150.00	
	<u>\$43,915.00</u>	

On Sale Intox. Liquor- \$3,450.00
Sunday - \$205.00
Dance - \$500.00
Wine/Strong Beer - \$1,150.00

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

To: Hermantown City Council

From: David Bolf – City Engineer

Date: January 11, 2021 **Update January 22, 2021**

Meeting Date: January 19, 2021 **Update for February 1, 2021**

Subject: Lindahl Road Bridge Removal Direction

Requested Action: Direct City Staff & Engineer of Desired Direction

Background:

This memo update is in response to the January 19th City Council meeting where the council collectively decided they did not want to keep the Lindahl Road bridge while closing the road with hammer heads on either end. The DNR has stated that if the bridge is removed, and road closed, the existing roadbed between closures would also have to be removed as well. This would connect the adjacent wetlands to its historic condition. Attached is the updated cost estimate to remove the roadbed as described, approximate length being 335 FT.

The Lindahl Road Bridge (State Bridge # 88790) crossing the Midway River has been identified as being in a structurally deficient state prior to 2011. Through previous feasibility studies, discussions with City Staff, public input, and ultimately Council decision it has been decided to eliminate the Lindahl Road bridge creating two dead end hammer heads.

As discussion and planning have progressed, NCE has noticed an opportunity to continue with the plan to dead end Lindahl Road in the same location as previously planned but leave the bridge intact. Permanent road closure signs & barricades would be installed at each end of Lindahl Road creating a legal compliant fire turn around and ensure vehicle traffic does not use the bridge. Below are the PRO's and CON's to this path.

Pros:

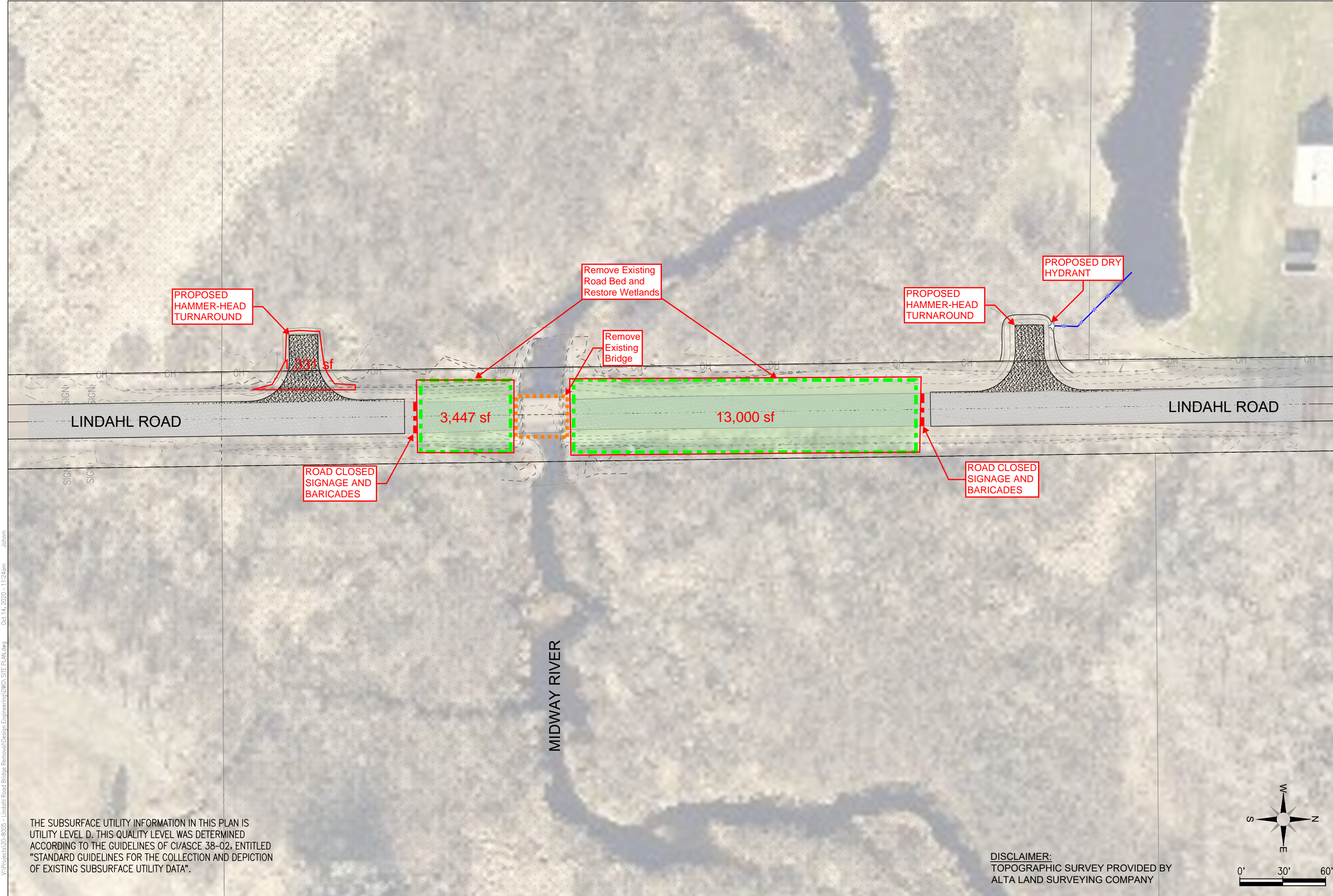
- Cost savings of not removing bridge
- Maintained pedestrian access across river
- Eliminates the need for DNR permitting
 - DNR has told us they want the entire road bed removed to connect the wetlands. My estimate is about \$40k additional to do this.

Cons:

- Annual inspection still necessary (minimal compared to active bridge)
 - Further degradation of bridge - Removal at a future date
-

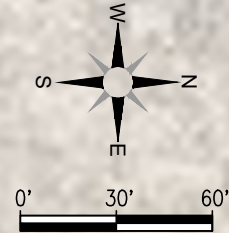
Attachments:

- Memo Exhibit



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

DISCLAIMER:
TOPOGRAPHIC SURVEY PROVIDED BY
ALTA LAND SURVEYING COMPANY



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf
Lic. No: 40926
XX/XX/XX

revision	
Proj: 20-8005	
Date: 10/14/20	
Drawn: JFM	
Checked: TPD	
SITE PLAN	
Sheet Title	
Sheet Number	5

V:\Projects\20-8005 - Lindahl Road Bridge Removal\Design\Engineering\DWG SITE PLAN.dwg Oct 14, 2020 - 11:24am jdbmm



Engineer's Preliminary Cost Estimate - Lindahl Road Bridge Reconstruction

Date: 10/30/2019

Item No.	Note No.	Item Description	Unit of Measure	Estimated Quantities	Unit Price	Total Price
1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2		TEMPORARY STREAM DIVERSION SYSTEM & DEWATERING	LS	1	\$ 15,000.00	\$ 15,000.00
3		DEMOLITION OF EXISTING BRIDGE	LS	1	\$ 30,000.00	\$ 30,000.00
4		16'x8' BOX CULVERT (INCLUSIVE)	LS	1	\$ 250,000.00	\$ 250,000.00
5		EROSION CONTROL & TURF ESTABLISHMENT	LS	1	\$ 5,000.00	\$ 5,000.00
6		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
Construction Sub-Total						\$ 320,000.00

NCE Design Fee (8%)	\$ 25,600.00
NCE Constriction Administration (8%)	\$ 25,600.00
Alta Topo Survey	\$ 4,500.00
WSP Wetland Services	\$ 5,000.00
Construction Contingency (10%)	\$ 32,000.00
Administration & Permits (5%)	\$ 16,000.00
Total Project Cost	\$ 428,700.00



Engineer's Preliminary Cost Estimate - Lindahl Road Bridge Removal

Date: 10/30/2019

Item No.	Note No.	Item Description	Unit of Measure	Estimated Quantities	Unit Price	Total Price
1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2		TEMPORARY STREAM DIVERSION SYSTEM & DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3		DEMOLITION OF EXISTING BRIDGE	LS	1	\$ 30,000.00	\$ 30,000.00
4		HAMMER-HEAD TURNAROUND	LS	2	\$ 15,000.00	\$ 30,000.00
5		EROSION CONTROL & TURF ESTABLISHMENT	LS	1	\$ 5,000.00	\$ 5,000.00
6		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
Construction Sub-Total						\$ 90,000.00

NCE Design Fee (8%)	\$ 7,200.00
NCE Constriction Administration (8%)	\$ 7,200.00
Alta Topo Survey	\$ 4,500.00
ROW Acquisition Services	\$ 1,000.00
WSP Wetland Services	\$ 5,000.00
Construction Contingency (10%)	\$ 9,000.00
Administration & Permits (5%)	\$ 4,500.00
Total Project Cost	\$ 128,400.00



Engineer's Preliminary Cost Estimate - Lindahl Road Close Bridge

Date: 1/22/2021

Item No.	Note No.	Item Description	Unit of Measure	Estimated Quantities	Unit Price	Total Price
1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2		TEMPORARY STREAM DIVERSION SYSTEM & DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3		DEMOLITION OF EXISTING BRIDGE	LS	4	\$ 30,000.00	\$ 30,000.00
4		HAMMER-HEAD TURNAROUND	LS	2	\$ 15,000.00	\$ 30,000.00
5		EROSION CONTROL & TURF ESTABLISHMENT	LS	1	\$ 5,000.00	\$ 5,000.00
6		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
Construction Sub-Total						\$ 60,000.00

NCE Design Fee (8%)	\$ 4,800.00
NCE Constriction Administration (8%)	\$ 4,800.00
Alta Topo Survey	\$ 4,500.00
ROW Acquisition Services	\$ 1,000.00
WSP Wetland Services	\$ 5,000.00
Construction Contingency (10%)	\$ 6,000.00
Administration & Permits (5%)	\$ 3,000.00
Total Project Cost	\$ 89,100.00



Engineer's Preliminary Cost Estimate - Lindahl Road Bridge Removal & Road Bed

Date: 1/22/2021

Item No.	Note No.	Item Description	Unit of Measure	Estimated Quantities	Unit Price	Total Price
1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2		TEMPORARY STREAM DIVERSION SYSTEM & DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3		DEMOLITION OF EXISTING BRIDGE	LS	1	\$ 30,000.00	\$ 30,000.00
4		HAMMER-HEAD TURNAROUND	LS	2	\$ 15,000.00	\$ 30,000.00
5		COMMON EXCAVATION	CY	1,265	\$ 15.00	\$ 18,975.00
6		HYDRAULIC BONDED FIBER MATRIX	LB	1,750	\$ 1.70	\$ 2,975.00
7		SEEDING (34-361 RIPARIAN NORTHEAST)	LB	16	\$ 100.00	\$ 1,600.00
8		EROSION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
9		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
Construction Sub-Total						\$ 113,550.00

NCE Design Fee (8%)	\$ 9,084.00
NCE Constriction Administration (8%)	\$ 9,084.00
Alta Topo Survey	\$ 4,500.00
ROW Acquisition Services	\$ 1,000.00
WSP Wetland Services	\$ 5,000.00
Construction Contingency (10%)	\$ 11,355.00
Administration & Permits (5%)	\$ 5,677.50
Total Project Cost	\$ 159,250.50

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



DATE: February 24, 2021 **Meeting Date:** 3/1/21
SUBJECT: Legal Services **Agenda Item: 6-C** **Correspondence 21-33**

REQUESTED ACTION

Provide feedback on a draft RFP for legal services

BACKGROUND

At the City Council work session on January 25th, the Council discussed various options regarding the transition to a new City Attorney. I committed to drafting a Request for Proposal with the intent of trying to identify the City’s needs, but also to focus our discussion on a specific path forward. Here are the main issues to address in developing that path forward:

Legal Services - Civil Matters and Prosecution Services: We currently have two separate firms providing legal services. Steve Overom provides the civil side, and Shawn Reed of Bray & Reed, Ltd provides the prosecution services. At this time, we are not required, nor is it necessary to make a transition for the prosecution services. The draft RFP does ask for proposals for those services. The two services do not need to be provided by the same firm. If we proceed with seeking proposals, we could simply take out this section and seek only proposals for the City Attorney civil matters.

Staff Attorney or Consultant Services: We have talked about the possibility of putting a full-time attorney on staff as opposed to engaging a firm. There are some pros and cons to either of these two approaches. We can discuss this at length if the Council desires. However, if we were to pursue hiring a full-time attorney on staff, it only makes sense to then include both the civil matters and the prosecution. There simply is not enough work to hire an attorney to just do one or the other. In addition, hiring a city attorney on staff will require some additional administrative support as the current administrative staff will not be able to take on the workload.

Process: While we have created an RFP, I believe that our efforts should be directed at specific firms/individuals we are interested in talking with directly, as opposed to simply putting it out on the open market. This RFP would be the basis of our discussion with those firms/individuals.

Transition Period: Regardless of the direction the City proceeds, we would propose a transition period where the City would retain the services of Steve Overom for a pre-determined time. The details would be worked out between the City and Steve Overom. One scenario that I imagine, would be to keep Mr. Overom on for all of 2022 in a limited capacity that would include attendance at our staff meetings (Four Square) twice a month, and perhaps assigning certain development projects/agreements for him to oversee. This would be extremely valuable in terms of passing on institutional knowledge and assisting the new attorney to be successful going forward. This is a fortunate situation, as many cities simply change firms and the

files are passed on to the new firm. The details would need to be discussed between Mr. Overom, the new attorney(s) and the City Council.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

RFP will be mailed out separately.

TO: Mayor & City Council
FROM: Kevin Orme, Director of
Finance & Administration
DATE: February 17, 2021
SUBJECT: Sales Tax



Meeting Date: 3/1/21
Agenda Item: 7-A
Presentation

REQUESTED ACTION

Informational Only

BACKGROUND

There has been recent discussion on sales tax. This memo and the following attachments attempt to update and educate on sales tax. Please find following this memo three attachments:

- Copy of 2018 Qtr 3 Chart of the Quarter. During our research we found out that we are collecting sales tax from businesses whose primary location is outside Hermantown. In addition, we are collecting sales tax from internet-based companies. This is in contrast to what some people might surmise so we wanted to reiterate those facts we discovered in 2018. At this point we do not have recent data in detail but could update the figures at some point in time if it is desired.
- Summary of Sales Tax Disclosure rules – Annual training is required and no sales tax information can be shared where any taxpayer can be identified. There is also a limit on how often you can ask for detailed data.
- Monthly graph of 2020 sales tax receipts – We had a really good year in sales tax despite the pandemic. As you can see, the month of August was by far the highest month...we think the highest month ever.

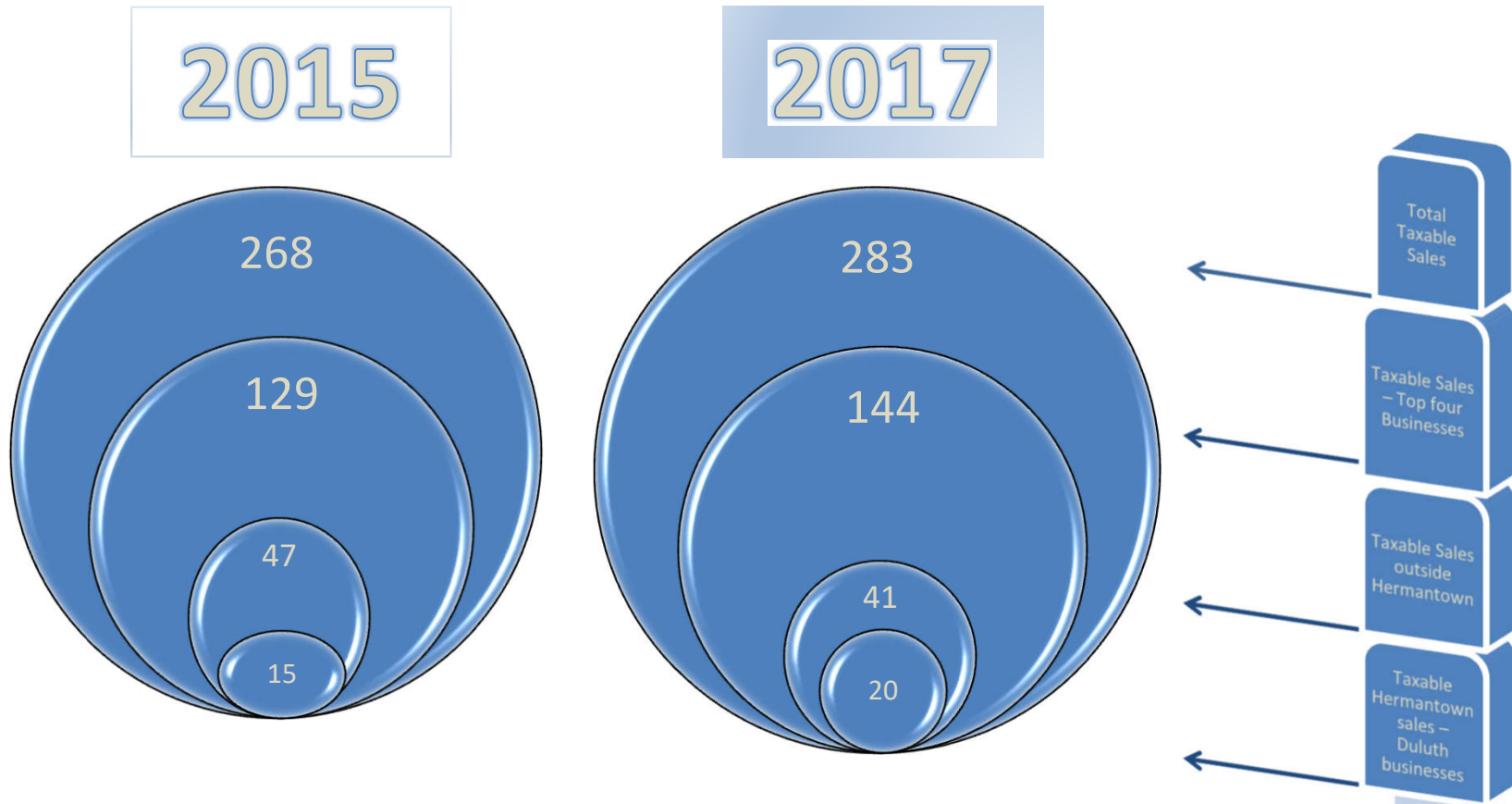
SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Bonus Chart of the Qtr – 3rd Qtr 2018

(Guess the topic and meaning of the related values in the circles)

(Below numbers in millions)



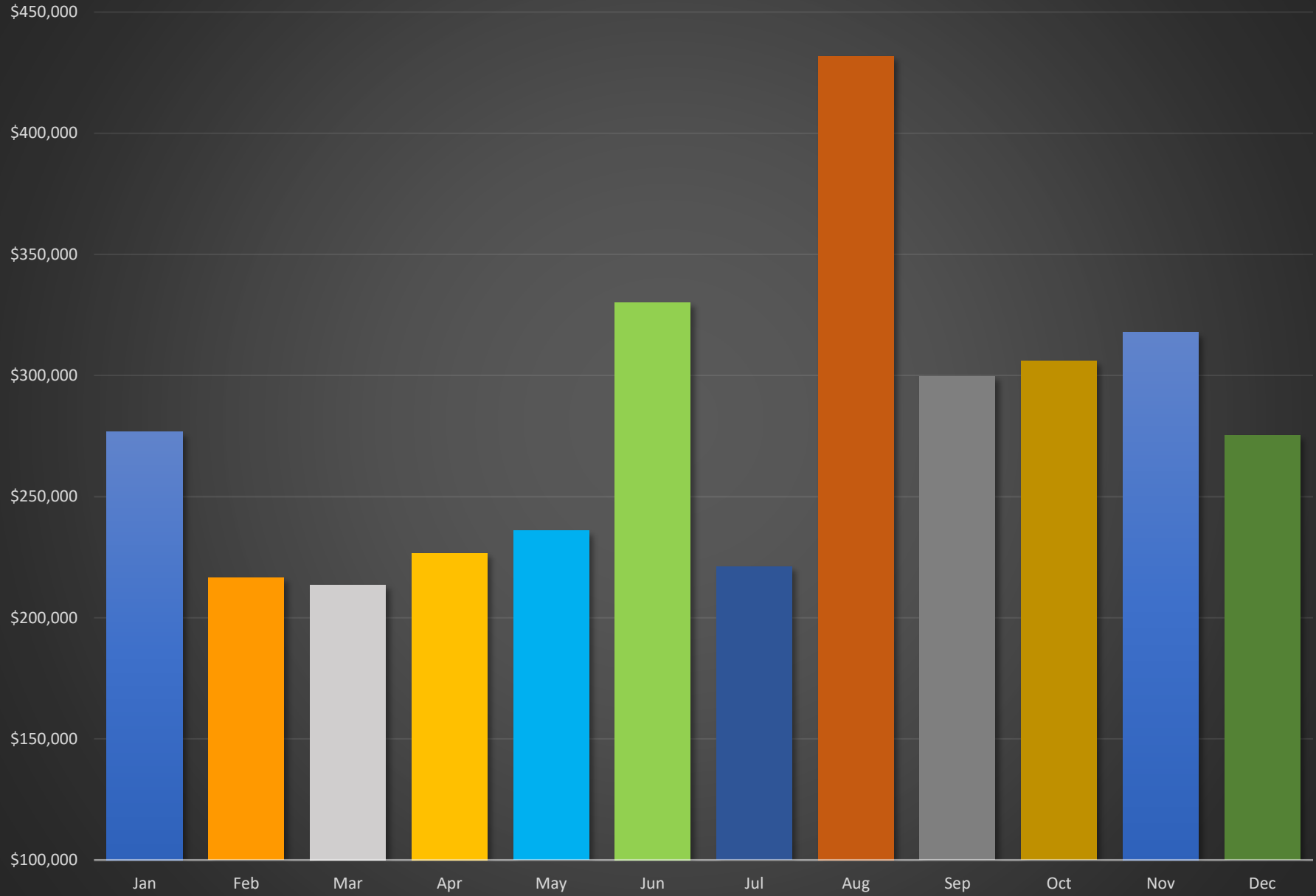
Conclusions

- We are collecting sales tax from businesses whose primary location is outside Hermantown
- We are collecting sales tax from internet based companies
- Top four businesses generate half of taxable sales

Sales Tax Disclosure Rules

- Annual training is required by the State of Minnesota
- Data is not public and must not be disclosed (Minnesota Statutes 270B.02 Subd. 1 and M.S. 13.03 Subd. 4(c) and (d))
- Disclosure will result in civil or criminal penalties
- Disclosure includes sharing data where taxpayers can be identified

Hermantown Sales Tax 2020



City of Hermantown

(As of 12/31/2020)
Preliminary & Unaudited

Cash/Investments per Fund

	Fund	
240 City Sales Tax Fund		8,158,049
601 Water Fund		4,864,955
602 Sewer Fund		4,812,318
101 General Fund		4,440,407
235 Park Dedication		208,559
Other		8,781,171
Total		<u>31,265,459</u>

Who holds our money

4M	8,530,098
RBC	13,796,597
Wells Fargo	5,987
TD Ameritrade	1,471,845
National Bank of Commerce	7,460,932
MBS	0
Total	<u>31,265,459</u>

How our money is invested














	12/31/2020	12/31/2019
Cash	7,460,932	5,083,786
Short Term Investment (Money Market)	8,531,872	5,588,327
Investment - Section 24 and Road Plan	1,471,845	0
Long Term Investment	13,800,810	9,187,508
Total	<u>31,265,459</u>	19,859,621

Year our Investments mature

2021	2,508,399
2022	4,027,206
2023	6,484,874
2024 and later	779,952
Total	<u>13,800,810</u>

City of Hermantown

Select Departmental and Funds Expenditure Actual to Original Budget Report

		TARGET (Q1-Q4 2020)	ACTUAL (Q1-Q4 2020)	PERCENT UNDER (OVER)
Administration & Finance		616,877	565,878	8%
Community Development		304,388	193,079	37%
Police Administration		2,765,771	2,583,618	7%
Fire Administration		516,000	516,000	0%
Street Dept. (Incl. Gen Eng)		748,154	712,138	5%
Parks		128,047	62,282	51%
Capital Equipment Transfer		377,121	377,121	0%
Facilities		327,999	287,104	12%
Other		348,763	303,812	13%
General Fund Expenditure Total		6,133,120	5,601,031	9%
Water		1,831,746	1,730,549	6%
Sewer		1,847,692	1,542,798	17%
Stormwater		407,784	590,882	-45%
Sales Tax Revenue		2,980,000	3,351,435	12%

Does not include CARES money paid

Stormwater - Okerstrom Rd culverts budgeted in 2019

Findings

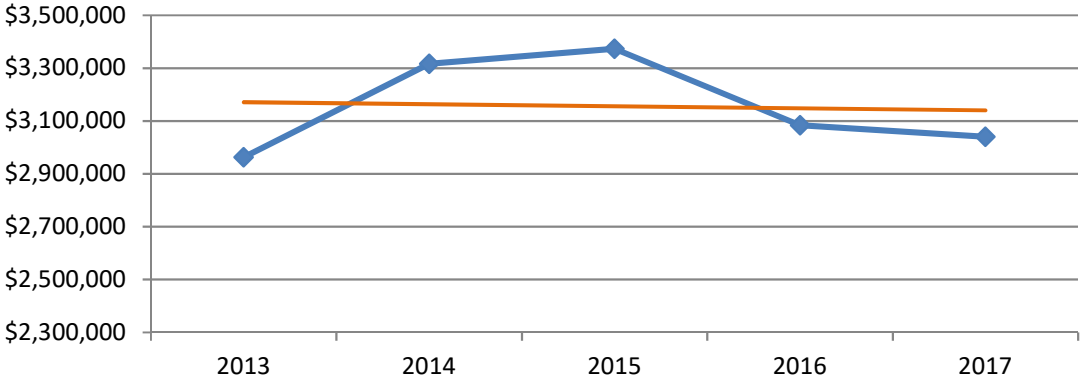
From Ehler's report presented to
Council January 2019

1. Currently Hermantown is on a sustainable track to finance City needs
2. General Fund reserves at current level of approximately 60% is healthy and maintained through additional levy dollars
 - (OSA guideline is **35% to 50%**)
 - **S&P prefers 70% reserves**
3. Should consider raising the HEDA Fund levy
 - Current balance is not sufficient for redevelopment-economic development
4. Park Dedication Fund balance may not be sufficient
 - Future park needs should be analyzed

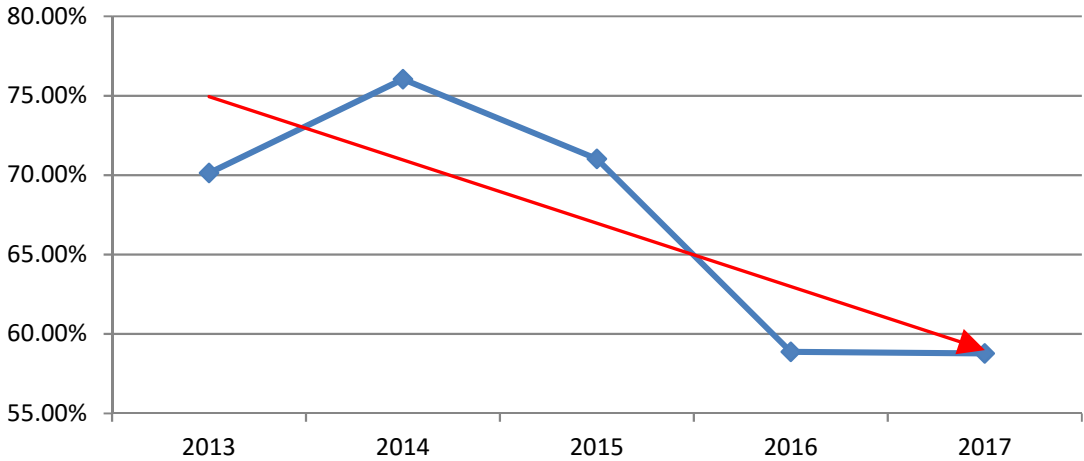


Bonus Chart of the Qtr – March 2018

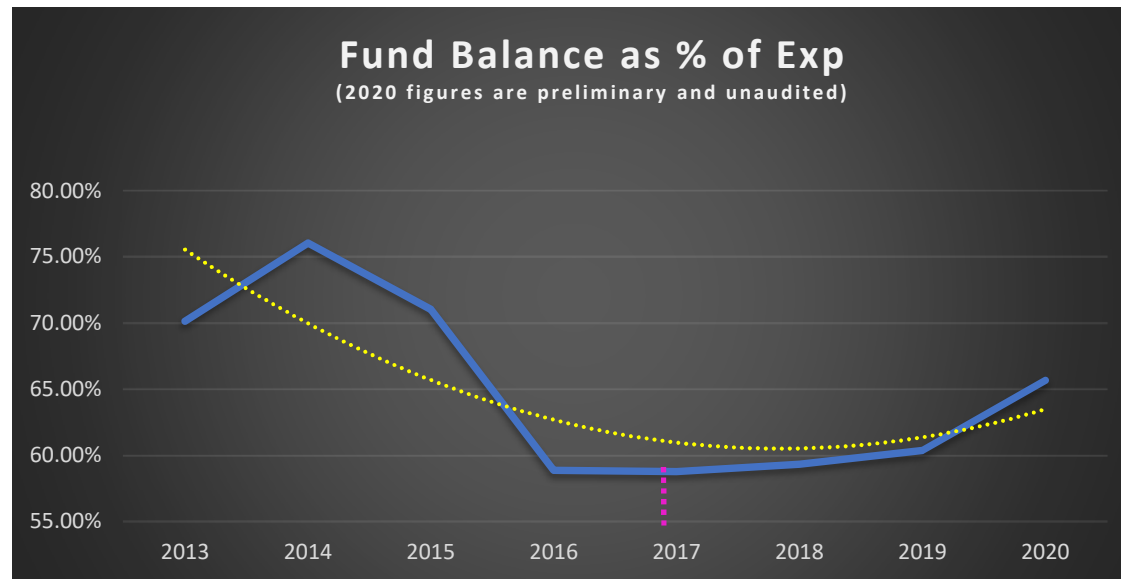
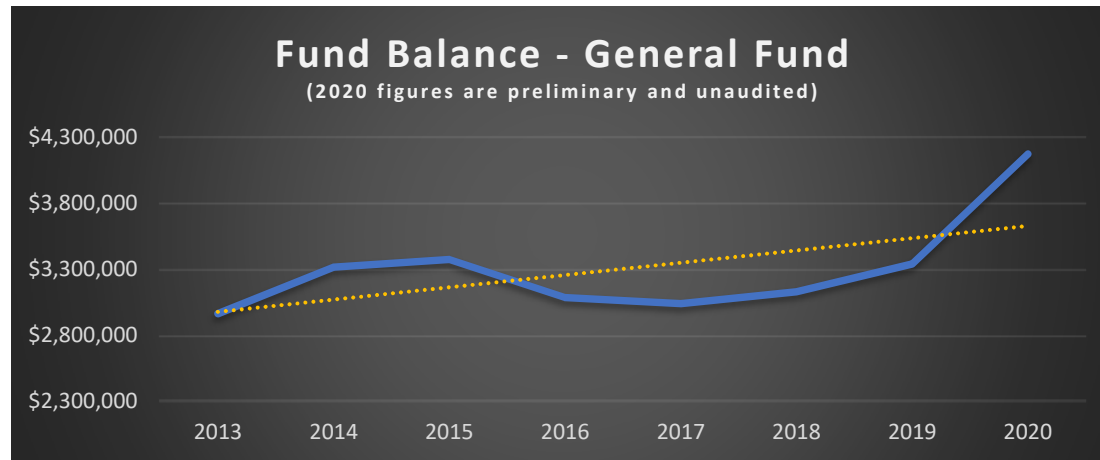
Fund Balance - General Fund



Fund Balance as % of Exp



Bonus Chart of the Qtr – December 2020





Hermantown Volunteer Fire Department

Hermantown, MN, 2-28-2021

Mayor Wayne Boucher
Hermantown City Council
5111 Maple Grove Road,
Hermantown, MN 55811

Re: HVFD 2020 Annual Report

Dear Mr. Boucher and City Council Members:

Enclosed you will find the Hermantown Volunteer Fire Department's Annual Report for 2020 for your review. Once again, it was a busy year for our department, with a total of 1,074 dispatched calls and a total of 8,367 volunteer hours logged.

On behalf of our department, I would like to thank the city council for your continued support of our Fire and EMS First Responder efforts over the past year. Please let me know if you have any questions or if you would like additional information. We look forward to working with you this year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Marshall', is written over a light blue horizontal line.

Mike Marshall Fire Chief Hermantown Volunteer Fire Department

5111 Maple Grove Road
Hermantown, MN 55811
218-729-3661 Office Phone
218-590-8891 Cell Phone
MMARSHALL@hermantownmn.com

Attachment: **HVFD 2020 Annual Report**

cc: MM/File

2020 HERMANTOWN VOLUNTEER FIRE DEPARTMENT ANNUAL REPORT



2/28/2021

Providing Quality Fire and Emergency Medical Service to the Hermantown, MN Community

The Hermantown Volunteer Fire Department (HVFD) consists of 27 members. They are highly trained in Fire, Rescue, and Emergency, Medical Services.



HVFD 2020 Annual Report



Our History

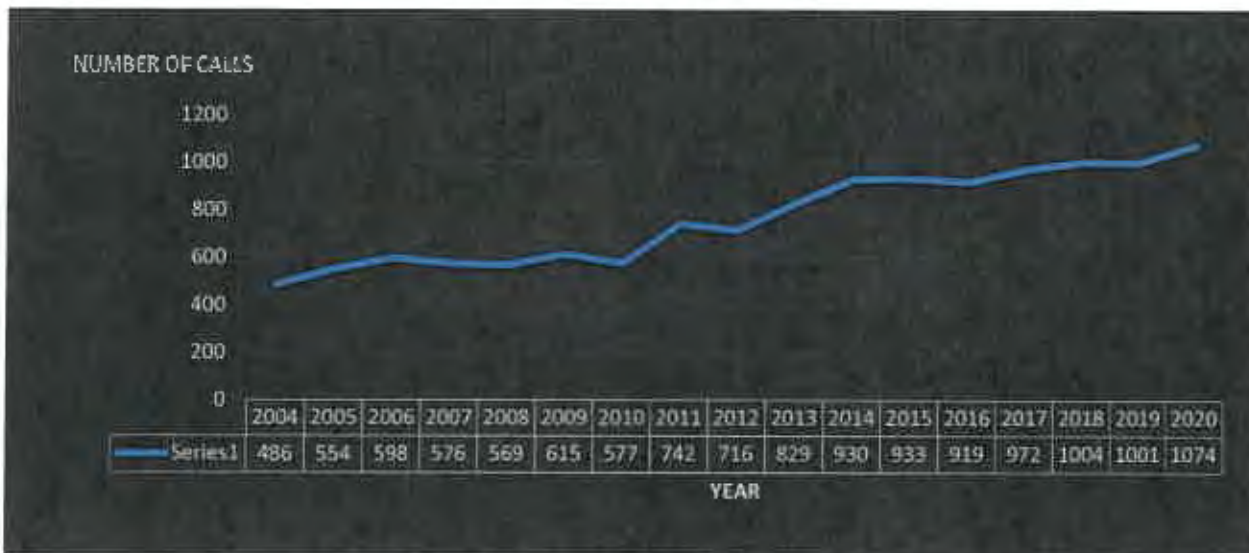
On July 25, 1951, the Hermantown Volunteer Fire Department was formed and held its first meeting. The first meeting consisted of 11 new members. The first fire hall was a one stall garage on Hermantown School property. In the early years of the department, community members would call the fire department number and the school janitor would answer the phone, gather pertinent information, and then set off an alarm to alert community members to relinquish their phone lines so he could start making calls to the firefighters and have them respond to the fire hall.

The volunteer fire department was created by several community members taking loans out on their own homes. That money was then used to purchase apparatus and equipment. The department owns its own equipment and contracts its services to the City of Hermantown. When the township of Hermantown was incorporated into a city in 1976 one of the key reasons this occurred was because of the fully functional and compliant fire department.

About Us

The Hermantown Volunteer Fire Department is a private, non-profit corporation that provides life safety and fire suppression support to the residents and businesses of the City of Hermantown. HVFD is committed to maintaining a fire department for the purpose of providing medical services, keeping the public fire conscious and to protect life and property from destruction by fire, disaster, and hazardous materials.

Response History 2004 to 2020



Total Number of Calls Answered

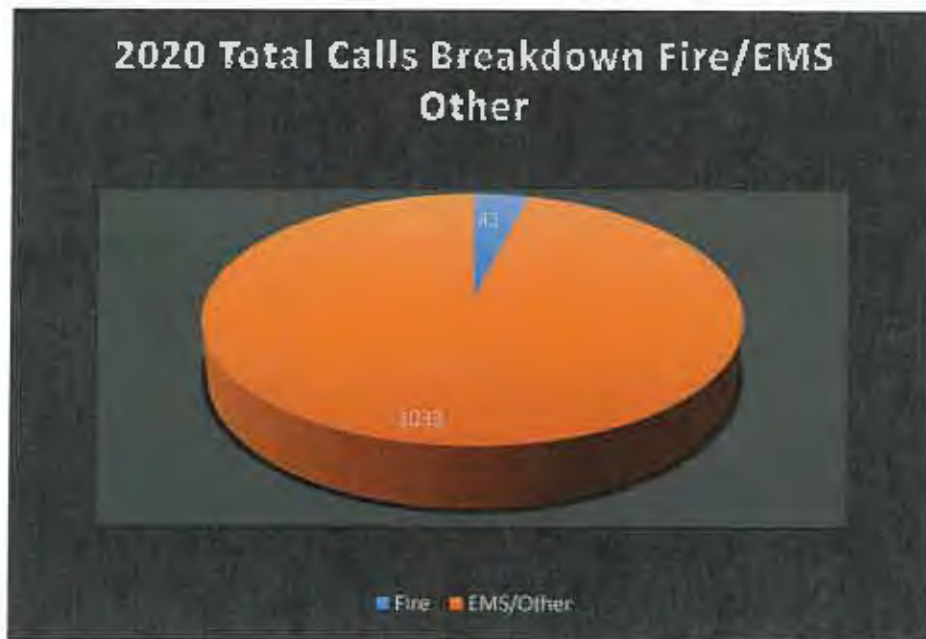


HVFD 2020 Annual Report



2020 Calls for Service Breakdown

The total number of responses for the HVFD have been on the rise since 2004. This year the department responded to 1,074 calls. This is a record number of calls for the department. These included medical emergencies, fires, car accidents gas leaks and other incidents within and outside the community.



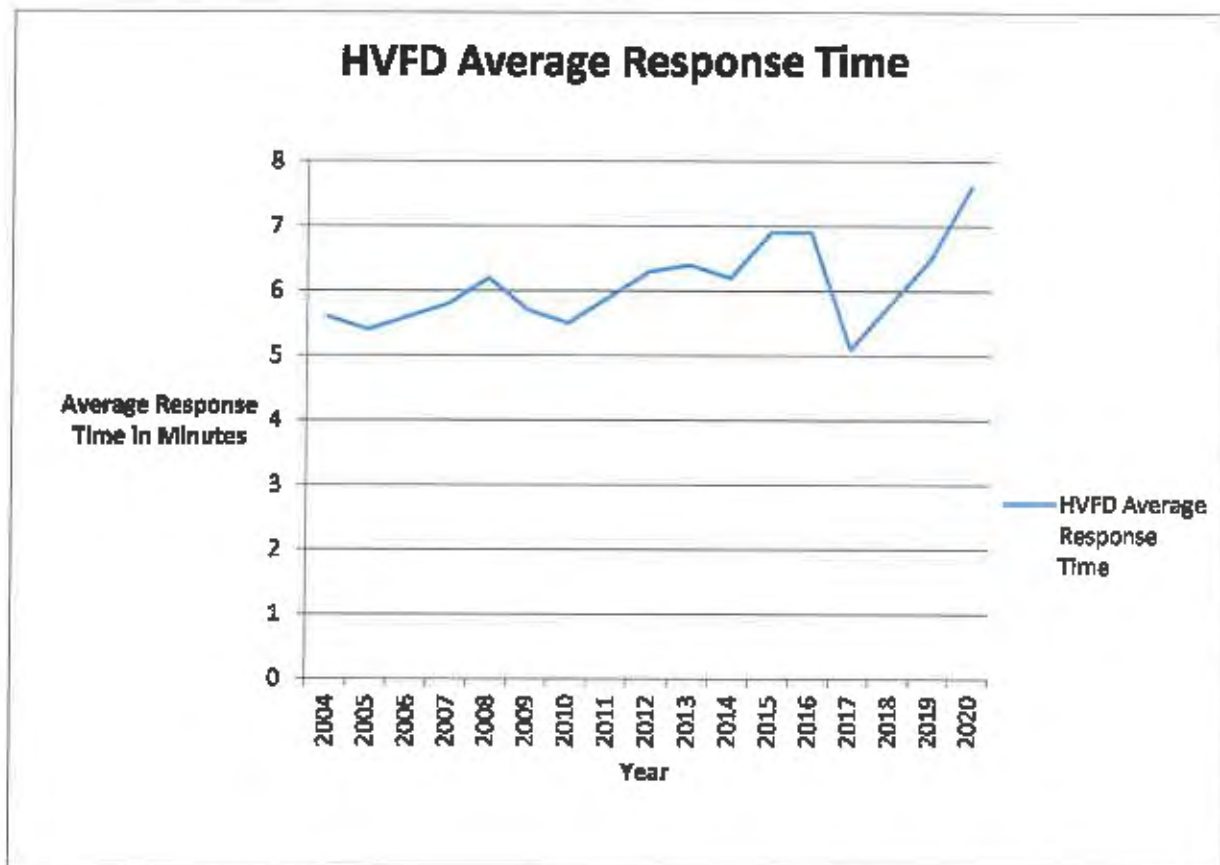
The 1,074 Calls the department answered in 2020 were for 41 Fire responses and 1,033 Emergency medical calls and other service rescue related calls. Any 911 call that does not result in a fire or medical emergency is classified as "other" as a type of call by the Minnesota state fire data tracking system. The department supports surrounding communities in both fire and medical calls, several of these calls were for mutual aid to neighboring townships and departments. This call level of 1,074 was an increase in 73 total calls (7.3%) from the year 2019 to 2020. The total response time average was 7.6 minutes for all calls and all units on scene. In 2019 the response time was 6.5 minutes, in 2020 there was a 16% increase which is directly influenced by the amount of Mutual aid calls to neighboring areas in 2020. With the implementation of daytime duty crew in Hermantown starting in 2017, 50% of all of the 911 calls have occurred during the duty crew staffing hours. Mutual aid calls supporting the surrounding cities and townships were 17 calls with 60 vehicle units dispatched in the year 2020. The majority of those calls are for fire response and take longer to get on scene due to the limited speed of large fire apparatus and longer distances traveled.



HVFD 2020 Annual Report



The year 2020 was a year filled with many medical issues and responses for the COVID – 19 Virus Pandemic. The spread of this virus caused lockdown actions and the controls of both state and federal government to restrict the spread of the virus. Use of effective Masks, Gowns, Face Shields and other PPE was required as protocol on medical calls where the virus was known or suspected. Decontamination chemicals and chemical fogging machines were procured under CARES grant protocol to maintain the equipment as ready and available at all times for the department. Testing of personnel for COVID -19 and minimizing access to the fire stations was a key factor in preventing spread of the virus within the department staff. We have been able to maintain available staffing at all times during the Pandemic.

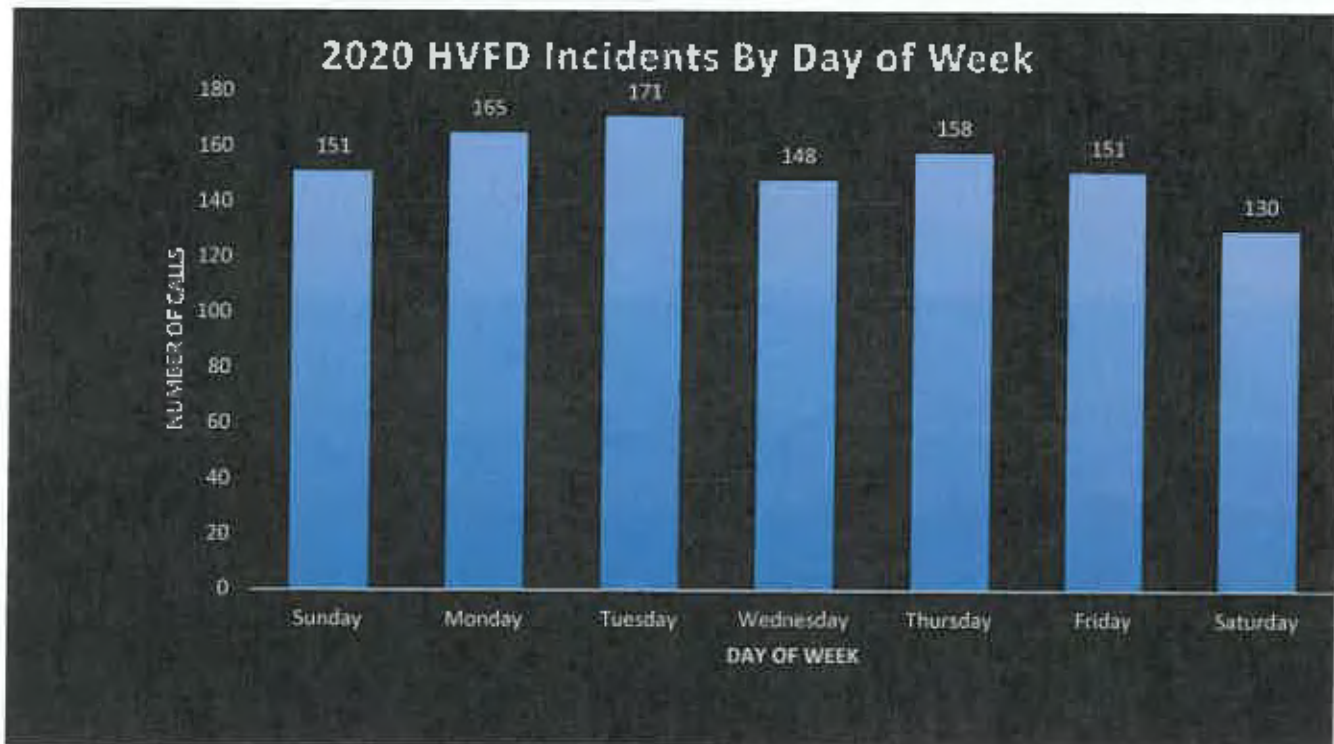
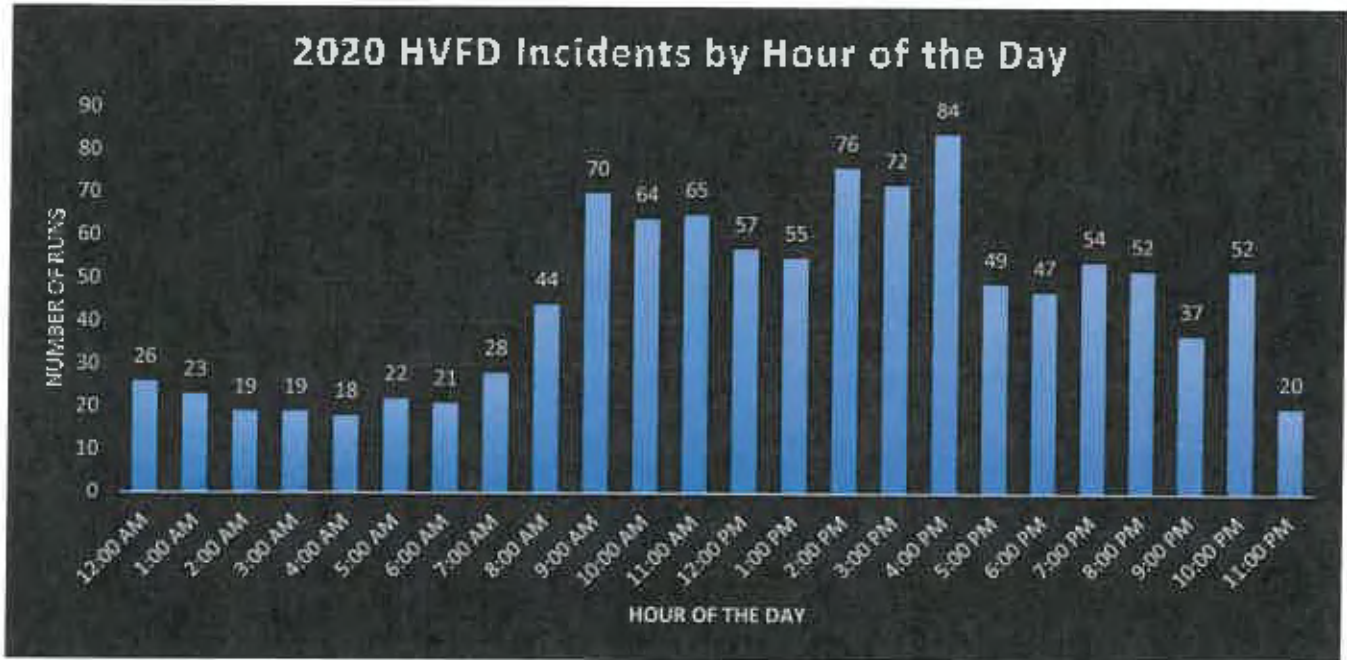




HVFD 2020 Annual Report



2020 Run Data

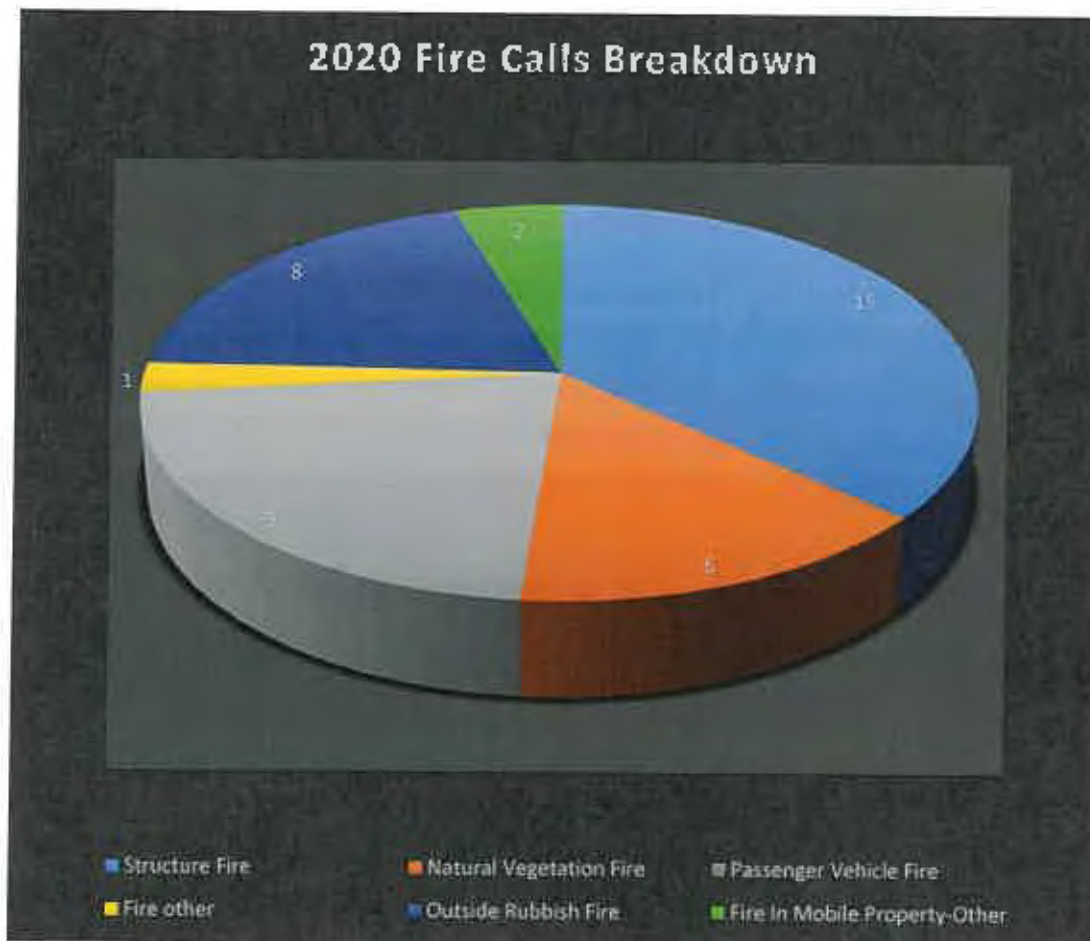




HVFD 2020 Annual Report



2020 Fire Calls Breakdown



The 41 fire calls answered in 2020 included 15 Structure Fires, 6 Natural Vegetation -Brush Fires, 9 Passenger vehicle fires, 2 mobile property vehicle fires, 8 outdoor rubbish fires, and 1 Fire Classified as Other. There were 0 fatalities due to fires in the city of Hermantown In 2020. The most notable fires in the Hermantown City limits were one garage fire which destroyed the garage, one House fire which damaged the attic and interior bedroom walls, mobile equipment and several brush fires.



HVFD 2020 Annual Report



Fire Response Photos



Fire Response at Garage Fire on Copley Road



Illegal Burn Morris Thomas Road



Electrical Damage Response Maple Grove Road



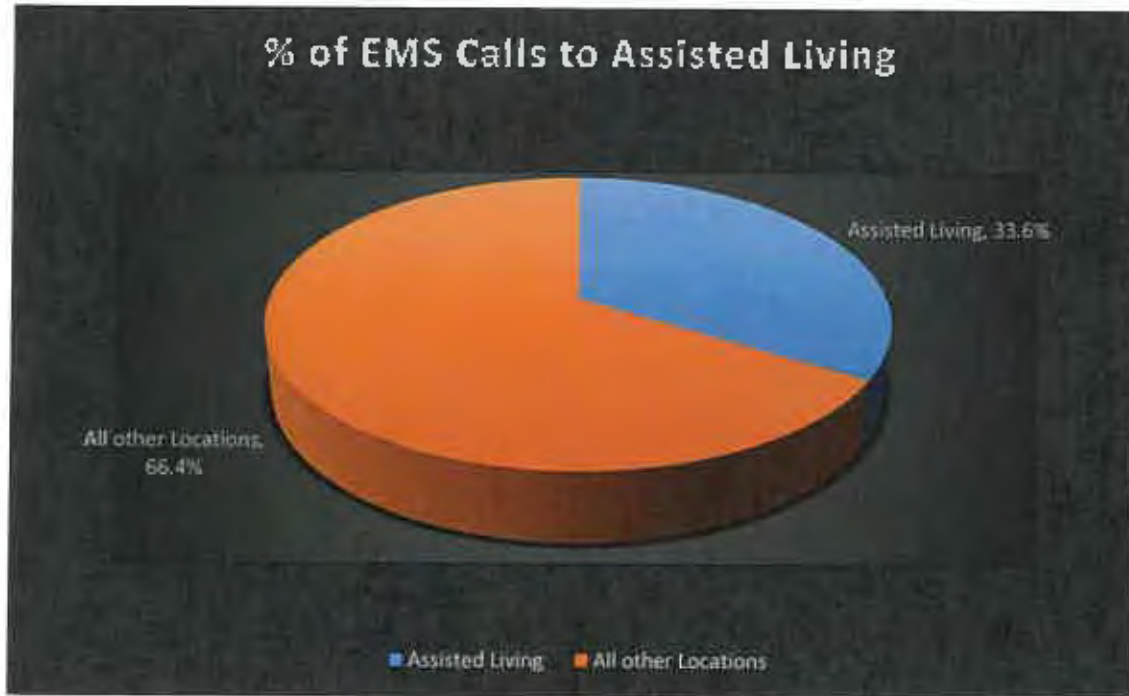
Vehicle Accident Response Lavaque Road



HVFD 2020 Annual Report



2020 EMS Calls Breakdown



There were 1,033 Emergency Medical Service (EMS) or other calls answered in 2020. EMS/Rescue calls make up 878 of this group. Many of these EMS calls, 295 were at assisted living facilities within the city limits of Hermantown, MN. That is 33.6% of the 878 medical only calls were made to assisted living facilities in 2020. An additional 37 of the medical only calls (4.2% of the total of EMS calls) were made to the Essentia and Saint Lukes medical clinics within the city. A total of 37.8% of all of the medical calls in Hermantown last year were to licensed medical facilities.



HVFD 2020 Annual Report



Medical Response Photos



10-52 Response Arrowhead Road and HWY 53



10-52 Response Motorcycle Crash HWY 53

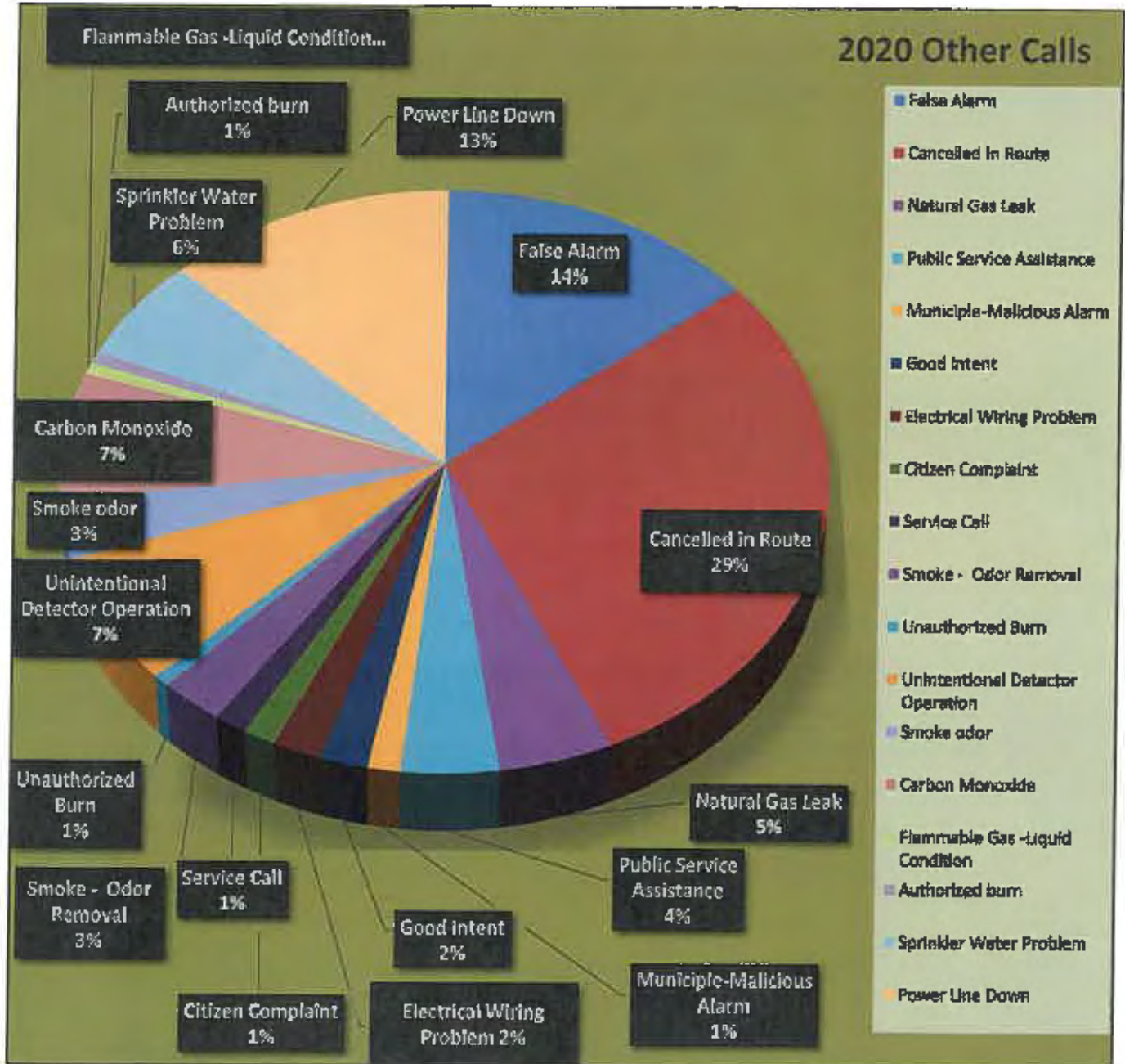


HVFD 2020 Annual Report



2020 Other Calls Breakdown

The other calls total 155 items and are spread across 18 different areas shown in the graph. A dry spring season, fuel leaks from vehicles and a number of natural gas leak events occurred during this year. The classification of these calls is determined by the primary response to each situation.





HVFD 2020 Annual Report



Apparatus

All current department apparatus as of the close of year 2020 are shown here.

Ladder 1



2003 E-One HP 75

Utility Truck 1



2007 Ford F350 Super Duty

Tanker 1



1993 Freightliner

Engine 2



2016 E-One Rescue Pumper



HVFD 2020 Annual Report



Rescue 2



2005 Chevy Yukon XL

Engine 1



2010 Sutphen Pumper

Engine 3



2013 US Tanker

Rescue 3



2017 Chevy Tahoe

Rescue 4



2011 Ford F-250 Pickup

Rescue 1



2018 Chevy Tahoe



HVFD 2020 Annual Report



Rescue 5



2019 Chevy Tahoe

2020 Equipment Testing and Maintenance Information

Apparatus

Service was performed to pumps and engines on Engine 1, Ladder 1, Engine 2, and Engine 3 in 2020 for operating hour requirements and general repairs.

Engine 1 Charging connection Power Plug In replaced.

Ladder 1 new electronic Siren and amplifier.

Engine 2 pump discharge gauge replaced.

Routine weekly and monthly maintenance was performed on all apparatus during the year to confirm everything in good working order and in service.

Additional Equipment Maintenance

In April, all department portable fire extinguishers were tested in accordance with NFPA 10 all tags updated and extinguisher placed in service.

In July, the department annual ladder testing was performed in accordance with NFPA 1932 and all records updated.

In August, the department annual hose testing was completed per NFPA 1962.

In January SCBA masks were flow tested in accordance with NFPA 1981.



HVFD 2020 Annual Report



PPE Wear and Vehicle Decontamination 2020



COVID -19 PPE Inventory and Storage



Ladder Testing 2020



Fire Hose Testing 2020



HVFD 2020 Annual Report



2020 Training Information

HVFD Monthly Training Sessions

Total of 435 hours.

January	SCBA- Fit Test, Familiarization, Egress and MAYDAY procedures
February	CPR & AED
March	COVID 19 Response Procedures
April	COVID 19 EXCEPTION
May	
June	
July	
August	Trauma Kinetics & MCI
September	Life Link III, Ventilation Trainer, Live Fire Trailer, & Auto Extraction
October	Driver Training – Canceled
November	Fire Dept. Communications
December	EMS Continuing Education

HVFD Emergency Medical Responder/Technicians

2 Members became National Registered EMTs and 1 member became an EMR
Total of 500 Hours.

HVFD Individuals Continuing Education

Members completed daily and monthly assignments through the HVFD Training Plan.
Total of 460 Hours.

HVFD Firefighter I/II & Officer Certifications

1 Member completed Firefighter I/II. Total of 120 Hours.
8 Members completed Preparation, Strategy & Tactics, and Decision Making for Initial Company Officers. Total of 288 Hours.

HVFD Community Education & Support

Members taught fire prevention, fire safety, conducted tours for business/schools, and performed 6 birthday visits, 2 childcare tours, and 2 car seat installation sessions.
Total of 20 Hours

Total hours of HVFD Training conducted In 2020 1,823 hours



HVFD 2020 Annual Report



Auto Extrication Training



Roof Ventilation Training





HVFD 2020 Annual Report



2020 Membership information

The department had 24 active members at the beginning of the year 2020.

2 new persons joined the department as a probationary member in 2020.

1 member completed probationary status and became full time members in 2020.

No members retired in 2020.

2 members left the department in 2020.

1 member deployed on active duty military orders in 2020.

There are currently 27 active members at the end of the year 2020.

Statistics

At this time there are 6 members on the department with over 20 years of service and qualified for full retirement.

There are 5 members with greater than 10 years of service time but less than 20 years.

There are 5 members with more than 5 years of service time and less than 10 years total service time.

There are 9 members with less than 5 years of total service time.

There are currently 5 probationary members on the department.



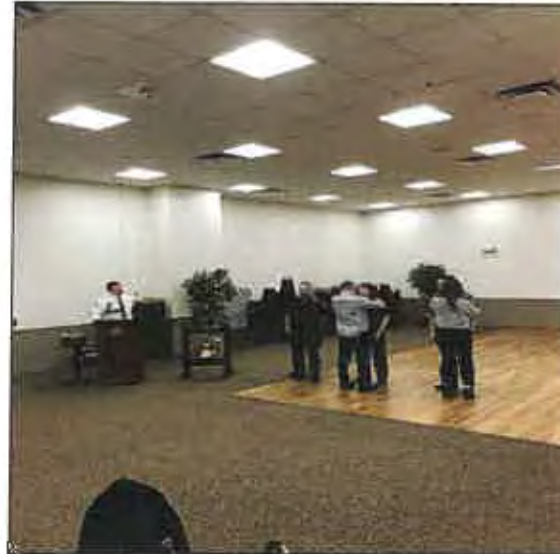
HVFD 2020 Annual Report



Membership Photos



New Members Receive Badges January 2020



Badge pinning Ceremony 2020

2020 Fire Awareness and Community Outreach

- Provided on-site medical responders for home football games at Hermantown High School.
- Provided ladder truck and support for the Police members fallen in line of service caravan in Canal Park.
- Participated in many local parades and birthday dive by celebrations in the community during the year.
- Provided donations to two families in Hermantown for Christmas gifts.



HVFD 2020 Annual Report



Fire Awareness and Community Photos



Birthday Drive by in June 2020



Birthday Parade April 2020



Police Memorial Caravan Canal Park May 2020



Local Parade Sugar Maple Drive May 2020



HVFD 2020 Annual Report



Annual Summary for the HVFD

Members

Total Number of Active Members: 27
2020 Retired Members: 0
Members Eligible to Retire In 2020*: 6
Paramedics: 1
EMTs: 13
First Responders: 27
Probationary: 5
Medical Only: 0
Associate Members: 0
12% increase in membership from Jan. to Dec.

Total Volunteer Hours Recorded

Business Meeting Hours: 194
Activity Report Hours: 2,820
Call Hours: 3,530
Training Hours: 1,823
Total = 8,367
.1% Decrease in volunteer hours in 2020 from 2019

Overall Average Response Time:
7.8 minutes

*20 Years of Service full retirement vesting

Call Summary

Total Dispatches: 1,074
Rescue & Emergency Medical Services: 878
Fire: 41
Overpressure Rupture-Explosion: 0
Hazardous Condition: 56
False Alarm - Malfunction: 33
Good Intent Call: 3
Service Calls: 2

7.3% increase in call volume in 2020 from 2019

Mutual Aid Calls

Mutual Aid Given: 17
Mutual Aid Received: 11

Average Attendance Per Call

Number of members on Scene: 3.2



HVFD 2020 Annual Report



Additional HVFD 2020 Annual Report Summary Discussion

Successes In 2020

The department answered all of its calls in a busy year of both fire and emergency medical service requirements. The addition of a Monday through Friday daytime duty crew in 2017 has reduced the department call response time by an overall average of approximately 2 minutes. Response time to calls during the day for the duty crew averages 4.9 minutes. This is a major step in providing top quality care and response to the community. The COVID-19 pandemic required additional efforts in scheduling and testing of the members to ensure enough people would always be available during the crisis to respond. The Department equipment was kept in service and the operational availability of each hall was maintained at 100% by rotating vehicles and planning maintenance among the apparatus. Training and qualifications were maintained and met for all members in the year 2020.

Opportunities In 2020

The department has been limited in its ability to interact with the public this year due to the COVID-19 pandemic. Our time has been focused on drive by parades for birthdays and anniversaries. The department's efforts have been focused on utilizing the CARES grant funds to purchase and place in service multiple devices for chemical cleaning, air respirator isolation equipment, gowns and face shields that can keep the department capable of responding with fully decontaminated gear after each call. Most of the open houses and community events in 2020 were cancelled.

Challenges In 2020

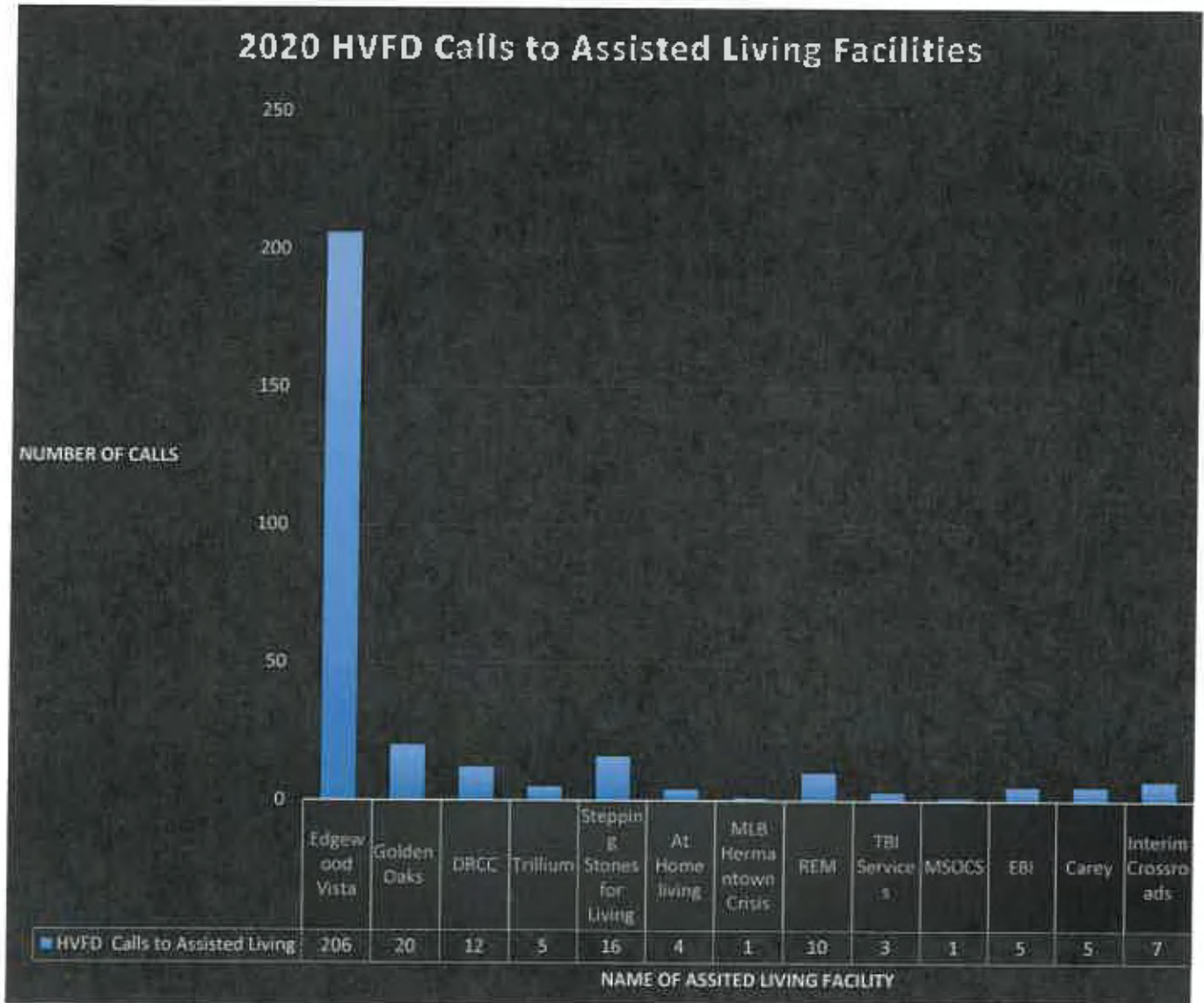
The department faces increases in emergency medical calls each year. The largest portion of them to assisted living facilities and medical clinics. There are now numerous times each month where we have multiple calls occurring at the same time of the day. As we evaluate our performance, a plan to extend duty crew hour ranges and timing is the next logical step to the highest call hours of the day. Adding housed members living at Hall 1 as dormitory live in personnel, to provide more coverage was started in 2020 utilizing qualified students and firefighters who are members of the department. The chart on the next page details the facilities we service in Hermantown and the number of total calls to each in 2020. Our department answered more calls in 2020 than the four surrounding departments combined (Proctor, Grand Lake, Solway and Canosia). Although, we did this with the same number of staff as any one of the other departments, and this continues to put a strain on our members. The training the department performed in 2020 was made in a remote learning environments and social distancing to minimize exposure risk of spreading the COVID-19 virus.



HVFD 2020 Annual Report



2020 Run Data for Assisted Living Facilities In Hermantown





HVFD 2020 Annual Report



Appendix 1 Minnesota State Fire Report Data:

NFIRS Run Data Report - Alarm to Arrival
This Report Doesnot include Times Greater Than 30 Minutes

Response Times	Number of Incidents	Percent of Total
1 - 2.0 Minutes	8	0.78%
2 - 3.0 Minutes	34	3.38%
3 - 4.0 Minutes	30	2.97%
4 - 5.0 Minutes	164	16.19%
5 - 6.0 Minutes	171	16.78%
6 - 7.0 Minutes	126	12.38%
7 - 8.0 Minutes	120	11.83%
8 - 9.0 Minutes	100	9.90%
9 - 10.0 Minutes	60	5.93%
10 - 11.0 Minutes	63	6.27%
11 - 12.0 Minutes	33	3.24%
12 - 13.0 Minutes	19	1.88%
13 - 14.0 Minutes	12	1.18%
14 - 15.0 Minutes	7	0.69%
15 - 16.0 Minutes	9	0.78%
16 - 17.0 Minutes	5	0.49%
17 - 18.0 Minutes	1	0.10%
18 - 19.0 Minutes	3	0.29%
19 - 20.0 Minutes	3	0.29%
20 - 22.0 Minutes	1	0.10%
23 - 24.0 Minutes	2	0.20%
25 - 37.0 Minutes	1	0.10%
	Total: 1,020	Total: 100.00%

95% Fractile responses

Description
This Report Doesnot include Times Greater Than 30 Minutes



HVFD 2020 Annual Report



2020 Incident Type Report (Summary) updated

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	0.02%				
111 - Building fire	8	0.74%	1,100.00	1,100.00	2,200.00	51.16%
112 - Fires in structure other than in a building	1	0.02%				
113 - Cooking fire, confined to container	5	0.25%	0.00	500.00	500.00	11.83%
114 - Chimney or flue fire, confined to chimney or flue	3	0.25%	0.00	0.00	0.00	0.00%
118 - Trash or rubbish fire, contained	2	0.10%	0.00	0.00	0.00	0.00%
130 - Mobile property (vehicular) fire, other	2	0.10%	1,100.00	0.00	1,100.00	25.56%
131 - Passenger vehicle fire	9	0.84%	300.00	200.00	500.00	11.83%
140 - Natural vegetation fire, other	1	0.02%				
141 - Forest, woods or wildland fire	2	0.10%	0.00	0.00	0.00	0.00%
142 - Brush or brush-and-grass mixture fire	3	0.25%	0.00	0.00	0.00	0.00%
150 - Outside rubbish fire, other	1	0.02%				
151 - Outside rubbish, trash or waste fire	1	0.02%				
159 - Construction or demolition landfill fire	3	0.25%				
161 - Outside storage fire	1	0.02%	0.00	0.00	0.00	0.00%
Total: 41		Total: 3.62%	Total: 2,500.00	Total: 1,800.00	Total: 4,300.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	25	2.33%				
320 - Emergency medical service, other	1	0.02%				
321 - EMS call, excluding vehicle accident with injury	616	75.98%				
322 - Motor vehicle accident with injuries	39	2.70%				
324 - Motor vehicle accident with no injuries	4	0.37%				
340 - Search for lost person, other	1	0.02%				
341 - Search for person on land	1	0.02%				
360 - Water & ice-related rescue, other	1	0.02%				
Total: 679		Total: 81.75%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%



HVFD 2020 Annual Report



NFIRS Run Data Report - Mutual Aid Given Summary

Basic Incident Type Code And Description (FD1.21)	Number of Incidents
Basic Aid Given Their Fire Department ID (FD1.22): (None)	
100 - Fire, other	1
111 - Building fire	3
114 - Chimney or flue fire, confined to chimney or flue	1
140 - Natural vegetation fire, other	1
301 - EMS call, excluding vehicle accident with injury	7
411 - Dispatched and enroute en route	2
851 - Smoke score, color of smoke	1
	Total: 16
Basic Aid Given Their Fire Department ID (FD1.22): 02432	
181 - Passenger vehicle fire	1
	Total: 1
	Total: 17

NFIRS Run Data Report - Mutual Aid Received Summary

Basic Incident Type Code And Description (FD1.21)	Number of Incidents
111 - Building fire	2
141 - Forest, woods or wildland fire	1
142 - Brush or brush-and-grass mixture fire	1
301 - EMS call, excluding vehicle accident with injury	3
302 - Motor vehicle accident with injuries	2
341 - Search for person on land	1
851 - Smoke score, color of smoke	1
	Total: 11



HVFD 2020 Annual Report



NFIRS Run Data Report - Average Non-Transport Call PSAP to Alarm

Apparatus Resource Vehicle Call Sign	Total Incidents	Total Call Time	Average Call Time
Brush Truck	4		
Engine 1	101		
Engine 2	38		
Engine 3	8		
Ladder 1	10		
POV	509		
Rescue 1	530		
Rescue 2	44		
Rescue 3	94		
Rescue 4	33		
Rescue 5	227		
Tanker 1	2		

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
February 16, 2021
6:30 p.m.

MEETING CONDUCTED IN PERSON & 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; Steve Overom, City Attorney

ABSENT:

VISITORS: 1

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 21-13 through and including 21-23 were read and placed on file.

Communication 21-19 from MN Employment & Economic Development to Mediacom regarding MN Border to Border Broadband Development Grant

Communication 21-20 from Paul Vizanko, AAD Shriners to Natalie Peterson, City Councilor regarding Liquor License Fees

Communication 21-23 from MN Dept. of Transportation to Steven Hanke, Deputy City Attorney, City of Duluth regarding Duluth Int'l Airport Zoning Ordinance

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve February 1, 2021 City Council Minutes
- B. Approve general city warrants from February 1, 2021 through February 15, 2021 in the amount of \$387,237.86

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

MOTIONS

Motion made by Councilor Peterson, seconded by Councilor Geissler to approve the 3.2 Malt Liquor License for I Mart Stores, 4221 Haines Rd. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye.

Motion made by Councilor Geissler, seconded by Councilor Peterson to approve the Tobacco License for I Mart Stores, 4221 Haines Rd. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye.

ORDINANCES

RESOLUTIONS

2021-22 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering Services With A Total Not To Exceed Contract Amount Of \$266,927 For Road Improvement District No. 534 (Ugstad Road) With MSA Professional Services, Inc.

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2021-22, Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering Services With A Total Not To Exceed Contract Amount Of \$266,927 For Road Improvement District No. 534 (Ugstad Road) With MSA Professional Services, Inc. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-23 Resolution Approving An Extension Of The Final Planned Unit Development Plan For The Pillars Of Hermantown

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2021-23, Resolution Approving An Extension Of The Final Planned Unit Development Plan For The Pillars Of Hermantown. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-24 Resolution Awarding Contract For 2021 John Deere 624L High Lift Loader To McCoy Construction & Forestry Not To Exceed \$109,329 And Authorizing The Disposal Of Surplus City Property

Motion made by Councilor Hauschild, seconded by Councilor Nelson to adopt Resolution 2021-24, Resolution Awarding Contract For 2021 John Deere 624L High Lift Loader To McCoy Construction & Forestry Not To Exceed \$109,329 And Authorizing The Disposal Of City Property. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-25 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 537 (Lavaque Junction Road) In The Amount Of \$1,353,290.00

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2021-25, Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 537 (Lavaque Junction Road) In The Amount Of \$1,353,290.00. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-26 Resolution Receiving Bids And Recommending The Award Of The Contract For 2021 Road Improvement District No. 536 In The Amount Of \$451,173.82

Motion made by Councilor Hauschild, seconded by Councilor Peterson to adopt Resolution 2021-26, Resolution Receiving Bids And Recommending The Award Of The Contract For 2021 Road Improvement District No. 536 In The Amount Of \$451,173.82. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Nelson, seconded by Councilor Geissler to recess the meeting at 6:47 p.m. to Motion carried.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #67057-#67113
02/16/2021-02/28/2021

PAYROLL CHECKS

Electronic Checks - #71072-71116 72,602.95

LIABILITY CHECKS

Electronic Checks - #71065-71071 \$57,337.51

Checks #67104-67111 \$73,258.84

PAYROLL EXPENSE TOTAL \$203,199.30

ACCOUNTS PAYABLE

Checks - #67057-67103 \$221,136.92

Checks - #67112-67113 \$2,243.05

Electronic Payments -#99887-#99888 \$970.49

ACCOUNTS PAYABLE TOTAL \$224,350.46

TOTAL \$427,549.76

CITY OF HERMANTOWN, MN 02/16/2021-02/28/2021
Check # is between 67057 and 67113 or Check # is between -99888 and -99887

2/24/2021

Page 1

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	494.70	-99888
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	475.79	-99887
101	431100	Street Department	A W KUETTEL & SONS INC	Fabricate Hose Brackets for ex	379.00	67057
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	Jan Boarding	190.00	67058
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,364.31	67059
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones Mulder	49.93	67059
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	167.47	67059
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	45.10	67059
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	162.62	67059
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	157.85	67059
101	415300	Administration & Finance	BAKER TILLY US, LLP	Compensation Review-Commun Dir	270.00	67060
101	431100	Street Department	BLUE TARP FINANCIAL	Tool Box for Motor grader	53.56	67061
101	431100	Street Department	BLUE TARP FINANCIAL	Tool Box for Motor grader	53.55	67061
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services January	4,500.00	67062
101	431901	City Garage	CINTAS CORPORATION	Supplies	13.50	67063
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.42	67063
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	67063
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67063
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67063
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	67063
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67063
101	431901	City Garage	CINTAS CORPORATION	Supplies	29.75	67063
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.42	67063
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67063
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	67063
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67063
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67063
101	431100	Street Department	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	258.88	67064
101	424100	Building Inspection	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	64.86	67064
101	413100	Mayor	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	64.86	67064
602	494900	Sewer Administration and General	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	194.30	67064
101	419100	Community Development	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	194.30	67064
101	421100	Police Administration	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	1,424.20	67064
101	415300	Administration & Finance	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	388.30	67064
601	494400	Water Administration and General	CITIES DIGITAL INC	Laserfiche Cloud 4/9/21-4/8/22	194.30	67064
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Jan Water Charges	63,119.01	67065
101	431100	Street Department	CRYTEEL TRUCK EQUIPMENT	H4 Hydraulic Coil for Hyd Cont	67.00	67066
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Feb Answering	21.44	67067

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	CUSTOMER ELATION INC	Feb Answering	32.15	67067
401	431100	Street Department	DEERE CREDIT INC	Motor Grader Lease 0073560	60,969.50	67068
101	431100	Street Department	DSC COMMUNICATIONS	Antenna for 2 way radio JD Tra	35.55	67069
101	415300	Administration & Finance	DULUTH NEWS-TRIBUNE	Subscription Renewal/ 6 mos	90.88	67070
101	431100	Street Department	DULUTH TIRE	Balance and Mount Tire	148.00	67071
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	H2O Break Repair Bands	2,368.39	67072
101	415300	Administration & Finance	FURTHER	Monthly Particip Fee Jan/Feb	20.60	67073
101	421100	Police Administration	FURTHER	Monthly Particip Fee Jan/Feb	68.60	67073
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Particip Fee Jan/Feb	5.50	67073
101	419100	Community Development	FURTHER	Monthly Particip Fee Jan/Feb	1.60	67073
602	494900	Sewer Administration and General	FURTHER	Monthly Particip Fee Jan/Feb	10.86	67073
601	494400	Water Administration and General	FURTHER	Monthly Particip Fee Jan/Feb	7.24	67073
101	431100	Street Department	FURTHER	Monthly Particip Fee Jan/Feb	8.00	67073
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica Feb	96.00	67074
101	431100	Street Department	H & L MESABI	Plow Corner savers	450.00	67075
101	431100	Street Department	H & L MESABI	Carbide Tipped Cutting Edge fo	4,202.48	67075
101	431100	Street Department	HERMANTOWN RADIATOR REPAIR	Axle on H5	723.79	67076
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Brakes/Rotors Squad 16	591.97	67077
101	421100	Police Administration	JOHNSON FITNESS & WELLNESS	Octane XT-one Elliptical	1,113.75	67078
101	415300	Administration & Finance	JOHNSON FITNESS & WELLNESS	Octane XT-one Elliptical	1,113.75	67078
101	431100	Street Department	JOHNSON FRAME & AXLE	Front end Alignment H8	65.00	67079
275	452200	Community Building	MEDIACOM	EWC - Telephone	456.79	67080
275	452200	Community Building	MEDIACOM	EWC - Cable TV	158.46	67080
101	431100	Street Department	MENARD INC	Wire Crimping Tool	13.46	67081
101	431100	Street Department	MENARD INC	Spray Paint Mailbox repair	24.55	67081
101	422901	Firehall #1 Maple Grove Road	MENARD INC	Parts for Cord Reel FH #1	6.95	67081
101	431100	Street Department	MENARD INC	Cap Screw	1.24	67081
101	431100	Street Department	MENARD INC	U Bolt Motorgrader tool box	12.96	67081
101	431901	City Garage	MENARD INC	Soldering Iron	29.53	67081
101	431901	City Garage	MENARD INC	Ice Melt - PW	4.99	67081
101	431100	Street Department	MIKE'S SIGNS	Motor Grader Lettering	100.00	67082
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,827.00	67083
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	6,603.94	67084
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	1,010.84	67084
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	1,099.90	67084
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	149.48	67084
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	899.91	67084
101	415300	Administration & Finance	MN GFOA	Kevin Orme Membership Renewal	70.00	67085

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422901	Firehall #1 Maple Grove Road	MN POWER	Electricity CH/PD/FD	1,528.89	67086
601	494400	Water Administration and General	MN POWER	Electricity 4971 Lighting Dr	159.89	67086
101	431901	City Garage	MN POWER	Electricity 4971 Lighting Dr	266.48	67086
101	419901	City Hall & Police Building Maintenance	MN POWER	Electricity CH/PD/FD	2,391.35	67086
602	494900	Sewer Administration and General	MN POWER	Electricity 4971 Lighting Dr	106.59	67086
101	452100	Parks	MN POWER	Electricity Little Leagues	19.94	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	444.28	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	17.60	67086
101	422903	Firehall #3 Midway Road	MN POWER	Electricity FH #3	102.34	67086
101	452200	Community Building	MN POWER	Electricity 5028 Miller Trk hw	244.50	67086
601	494400	Water Administration and General	MN POWER	Electricity - Water	889.50	67086
101	452200	Community Building	MN POWER	Electricity Comm Bldg	538.55	67086
101	422902	Firehall #2 Morris Thomas Road	MN POWER	Electricity FH #2	116.39	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	348.07	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	420.90	67086
275	452200	Community Building	MN POWER	Electricity EWC - Jan	7,978.82	67086
101	452100	Parks	MN POWER	Electricity Parks	171.67	67086
275	452200	Community Building	MN POWER	Electricity EWC Garage -Jan	189.82	67086
602	494900	Sewer Administration and General	MN POWER	Electricity Sewer	609.73	67086
101	431901	City Garage	MN POWER	Electricity Maple Gr Garage	19.38	67086
605	431160	Street Lighting	MN POWER	Electricity Traffic Lights	738.83	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	628.61	67086
605	431160	Street Lighting	MN POWER	Electricity Street Lights	344.31	67086
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Feb Internet	131.04	67087
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Feb Internet	524.16	67087
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Safety Lights for Motor Grader	170.85	67088
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Safety Lights for Motor Grader	170.85	67088
101	431901	City Garage	NORTHERN STATES SUPPLY INC	Nuts/Bolts/Wire connectors	114.33	67089
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	63.00	67090
235	452100	Parks	OVEROM LAW, PLLC	Grant Agreement for Trails	21.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Mediacom Expansion	5.00	67090
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Sale of 5028 Miller trk	1,237.50	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Broadband Expansion	411.50	67090
101	421100	Police Administration	OVEROM LAW, PLLC	25 mph Issues	352.00	67090
101	419100	Community Development	OVEROM LAW, PLLC	CIC Commercial Development	75.00	67090
101	419100	Community Development	OVEROM LAW, PLLC	Zoning Application Denial Proc	187.00	67090
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	84.00	67090
101	419100	Community Development	OVEROM LAW, PLLC	Moratorium on Multifamily R-3	119.00	67090

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	67090
475	431150	Street Improvements	OVEROM LAW, PLLC	Lavaque Jct St Improvement	353.00	67090
475	431150	Street Improvements	OVEROM LAW, PLLC	2020 Street Project	511.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Request	245.00	67090
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	1,503.00	67090
275	452200	Community Building	OVEROM LAW, PLLC	EWC	215.00	67090
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	28.00	67090
603	441100	Storm Water	OVEROM LAW, PLLC	Stormwater Ordinance	63.00	67090
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	21.00	67090
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	21.00	67090
101	419100	Community Development	OVEROM LAW, PLLC	Oppidan Development	360.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Engineering Contract form Deve	320.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Motorgrade Lease Matters	704.50	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Blasting Claim	320.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	2021-2022 CIP	28.00	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Purchasing Policy Matters	91.50	67090
601	494400	Water Administration and General	OVEROM LAW, PLLC	Water and Sewer Applications	428.50	67090
101	416100	City Attorney	OVEROM LAW, PLLC	Naming Rights Policies	419.00	67090
101	431100	Street Department	PRAXAIR DISTRIBUTION INC	Cylinder Rent/Safe Env fee	47.83	67091
101	431100	Street Department	PRO TIRE	Floor Liners 1 ton	99.99	67092
603	441100	Storm Water	RSPT C/O S ST LOUIS SWCD	2021 RSPT membership	1,100.00	67093
101	421100	Police Administration	SCOTT COUNTY SHERIFF'S OFFICE	XTS 2500 portables and XTL2500	450.00	67094
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution January	277.20	67095
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	Swan Lake Rd 50% Engineering/a	15,550.00	67096
101	452100	Parks	ST LOUIS COUNTY AUDITOR	Keene Creek Park Signing	900.00	67097
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution December	229.08	67098
603	441100	Storm Water	ST LOUIS COUNTY RECORDERS OFFICE	Stormwater Certificate WKK Inc	46.00	67099
101	419901	City Hall & Police Building Maintenance	TRAVELERS	Ins - Preschool Bldg Miller Tr	156.00	67100
101	421100	Police Administration	TROY'S BP AMOCO INC	Repairs Squad 12 2015 Ford Ex	7,941.78	67101
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Set up fee and 1 month billing	902.43	67102
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Set up fee and 1 month billing	902.43	67102
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Set up fee and 1 month billing	902.44	67102
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator February	625.00	67103
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins Mar Inactives McMilla	4.05	67112
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins March Inactives	850.30	67113
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins March Inactives	1,388.70	67113

Totals: 150 records printed

224,350.46

TO: Mayor & City Council
FROM: Kevin Orme, Finance Director



DATE: February 17, 2021 **Meeting Date:** 3/1/21
SUBJECT: Bond Reimbursement **Agenda Item: 12-A** **Resolution 2021-27**
Compliance

REQUESTED ACTION

Approve again Procedure Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Service Code

BACKGROUND

We are issuing new bonds, Series 2021A for the 2021 Road Improvement Plan. There is a blanket resolution that allows us to reimburse ourselves prior expenditures out of the proceeds of subsequently issued bonds. Hermantown previously passed this resolution (Resolution 2018-35 and Resolution 2020-34). Our municipal bond advisors, Ehlers, recommend we pass this resolution again with this new bond issue.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution No. 2021-27

**RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Finance Director to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Councilor ____ introduced the forgoing 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 duly passed and adopted March 1, 2021.

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



DATE: February 24, 2021 **Meeting Date:** 3/1/21
SUBJECT: City Engineer Services Policy **Agenda Item: 12-B** **Resolution 2021-28**

REQUESTED ACTION

Approve an updated policy in the city handbook regarding city engineering services

BACKGROUND

At the City Council work session on January 25, 2021, the City Council discussed the process of hiring consultant engineers for various projects. The Council asked that a policy statement be prepared to clarify when and how the City would allow the City Engineer to submit proposals for certain projects. The Council also discussed the role the City Engineer when they were also the project engineer in terms of approving pay requests and change orders. This policy clarifies two major points:

1. When the City issues a Request for Proposals for a project engineer (RFP), it will communicate up front to all potential vendors whether the City Engineer will be allowed to submit a proposal or not, and that the City Engineer would not be involved in the selection process in those circumstances.
2. The City Administrator will sign off as the owner on all pay requests and change order and make recommendations to the City Council. In those instances where the City Engineer also serves as a project engineer, the review of those items will be conducted by the City Administrator and the Public Works Director.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Handbook Section

Resolution No. 2021-28

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY HANDBOOK
REGARDING ENGINEERING POLICY**

WHEREAS, the City of Hermantown contracts with Northland Consulting Engineers to serve as the “City Engineer”, and

WHEREAS, the contract for City Engineer services outlines various limitations on the work to be conducted by the City Engineer, and.

WHEREAS, per the contract, the City hires an outside consultant engineer for various projects and therefore it is important to communicate guidelines and expectations regarding this the process for hiring consultant engineers and the role of the City Engineer in that process; and

WHEREAS, City Staff has prepared a written policy to reflect the city’s current practices; and

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

1. The City Council approves the engineering policy as shown on 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 March 1, 2021.

EXHIBIT A

Handbook for the City of Hermantown		
X Policy		Procedure
Date Adopted DRAFT 2/10/21	Title: City Engineer Services	Section: Public Works
Revision Dates:		Page: 1 of 3

Purpose: To clarify the role of the City Engineer in engineering work within the City limits. Some of these provisions can also be found in the City Engineer’s contract.

Background: 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.

Having a project engineer also requires the City to prepare separate Requests for Proposals (RFP’s) for the larger projects. While this does increase the costs of the projects, it also provides an additional layer of protection and oversight to the project.

Scope of services: The scope of services for the City Engineer is found in the contract for services between the City Engineer and the City of Hermantown.

Oversight & Supervision: The City Administrator shall be responsible for the day-to-day administration of this contract. City Engineer will perform services described in the contract 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. (2021 contract)

Supervision Details

Consultant Engineers Led Projects: All pay requests and change orders will be reviewed by the City Engineer. The City Administrator sign off as the Owner’s representative and will make a recommendation to the City Council regarding any necessary action, including approvals.

City Engineer Led Projects: All pay requests and change orders will be reviewed by the City Administrator and the Public Works Director. The City Administrator will sign off as the Owner’s representative and will make a recommendation to the City Council regarding any necessary action, including approvals.

Work For Others: The City Engineer is prohibited from performing services for other clients within Hermantown if the City Engineer would be required to review the work performed for the other client without the prior approval of the City, which must be provided by an action of the City Council. Provisions of the contract as stated below provide additional guidance on this matter.

Handbook for the City of Hermantown		
X Policy		Procedure
Date Adopted DRAFT 2/10/21	Title: City Engineer Services	Section: Public Works
Revision Dates:		Page: 2 of 3

City Engineer agrees to comply with the provisions of Rule 1805.0300 of the Minnesota Code of Agency Rules as stated below

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.

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:

- 1. Any plat for another party within the City of Hermantown.

- 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.

- 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.

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

Handbook for the City of Hermantown		
X Policy		Procedure
Date Adopted DRAFT 2/10/21	Title: City Engineer Services	Section: Public Works
Revision Dates:		Page: 3 of 3

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.

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.

For projects over \$500,000 the City may follow one of options below:

- a. The City Council may contract directly with the City Engineer for projects over \$500,000 when it believes it is in the best interest of the City that the City Engineer provide the service.
- b. The City Council may permit the City Engineer to respond to a Request for Proposal (RFP) prepared by the City Administrator or designee for engineering projects over \$500,000. In such cases, that will be clearly communicated in the RFP. If that is the case the City Engineer will **NOT** assist in reviewing the responses and making a recommendation.
- c. The City Council may specifically prohibit the City Engineer from submitting a response to an RFP. In such cases that will be clearly communicated in the RFP. If that is the case the City Engineer will assist in reviewing the responses and making a recommendation.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: February 24, 2021
SUBJECT: Fire Dept Contract



Meeting Date: 3/1/21
Agenda Item: 12-C **Resolution 2021-29**

REQUESTED ACTION

Approve the proposed Fire Department Contract

BACKGROUND

The City has had an annual contract with the Hermantown Volunteer Fire Department for years. The Fire Department is not a City department but a separate nonprofit entity.

The proposed contract is a combination of a model contract from the League of Minnesota Cities and the model contract the City uses for independent contractors and is similar to the one we began using in 2017.

The Fire Department had requested a significant increase, but due to concerns about the overall tax rate increase and in keeping with the City's financial management plan, the contract dollar amount is included in the 2021 budget and was increase by 1%. The contract amount for 2021 is \$521,160. The City did however provide \$176,540 in CARES funds in 2020 which was not budgeted to help off-set COVID related expenses.

The contract has been discussed with Fire Chief Mike Marshall

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Proposed Contract

Resolution No. 2021-29

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK
TO EXECUTE AND DELIVER AN AGREEMENT BETWEEN THE HERMANTOWN
VOLUNTEER FIRE DEPARTMENT, INC.
AND THE CITY OF HERMANTOWN FOR THE CALENDAR YEAR 2021**

WHEREAS, the Hermantown Volunteer Fire Department, Inc. (“Department”) desires to furnish fire protection to all property within the City; and

WHEREAS, the City desires that the Department provide such services to the City; and

WHEREAS, the City Attorney has prepared an Agreement with respect to the matters set forth above, and

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

1. The Agreement between the City and Department attached hereto is hereby approved.
2. The Mayor and City Clerk are herein authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

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 March 1, 2021.

AGREEMENT FOR FIRE-RELATED SERVICES

THIS AGREEMENT FOR FIRE-RELATED SERVICES (“Agreement”) is made effective as of the ____ day of _____, 2021 by and between the **City of Hermantown**, hereinafter referred to as “City”, and **Hermantown Fire Department, Inc.**, a Minnesota non-profit corporation, hereinafter referred to as “Department”, in response to the following situation:

- A. City desires to obtain fire-related services.
- B. Department is willing to provide fire-related services to City pursuant to these terms of this Agreement.

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

1. **Fire-Related Services.** Department agrees to provide City with the following fire-related services (“Services”):

(Check all those that apply)

- | | |
|---|--|
| <input type="checkbox"/> Structural Firefighting <ul style="list-style-type: none"><input type="checkbox"/> External Structural Firefighting<input type="checkbox"/> Interior Structural Firefighting | <input type="checkbox"/> Emergency Medical Services <ul style="list-style-type: none"><input type="checkbox"/> Fire Scenes<input type="checkbox"/> Rescue Scenes |
| <input type="checkbox"/> Grass/Forest Firefighting | <input type="checkbox"/> General Medicals |
| <input type="checkbox"/> General Firefighting <ul style="list-style-type: none"><input type="checkbox"/> Vehicles & Equipment<input type="checkbox"/> Carbon Monoxide Calls<input type="checkbox"/> Other Non-Structural Firefighting | Level of Emergency Medical Response <ul style="list-style-type: none"><input type="checkbox"/> First Responder<input type="checkbox"/> Emergency Medical Technician |
| <input type="checkbox"/> Rescue <ul style="list-style-type: none"><input type="checkbox"/> Vehicle & Equipment Extrication<input type="checkbox"/> General Search & Rescue | <input type="checkbox"/> Hazardous Materials Response

Level of Hazardous Materials Response <ul style="list-style-type: none"><input type="checkbox"/> First Responder, Awareness |
| <input type="checkbox"/> Disaster Response | |

The Services indicated above are further explained, or limited, as follows:

1.1. **Allocation of Resources.** The parties understand the Department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the Department under the circumstances of a given situation. Failure to provide Services because of poor weather conditions or other conditions beyond the control of Department shall not be deemed a breach of this Agreement.

1.2. **No Guarantee.** The parties understand and agree Department will endeavor to reasonably provide the Services indicated above given the circumstances, but Department makes no guarantees that the Services it actually provides in a given situation will meet any particular criteria or standard. The Department and its officers, employees and volunteer shall not be liable to the City or any other person for failure to furnish assistance under this agreement.

2. **Payment.** City agrees to pay Department \$521,160 per calendar year (“Payment Amount”) for Services during the Term. Department shall provide City a written claim for one-fourth ($\frac{1}{4}$) the Payment Amount on each January 1, April 1, July 1, and October 1 during the term of this Agreement.

3. **Annual Meeting of Parties.** Department and City shall hold at least one joint meeting during the Term of this Agreement at least sixty (60) days before October 1 of each year to discuss the Payment Amount for the following year, discuss City’s satisfaction with the Services provided during the year, future level of Services and to discuss such other issues as either party deems relevant to this Agreement. The financial terms and the level of Services provided under this Agreement will be reviewed annually and appropriate adjustments made upon mutual agreement of the City and Department. The meeting shall be held separately from any regular Department or City meeting and shall be attended by at least a quorum of each party’s governing body. The meeting shall be open to the public.

4. **Emergency Service Charge.** City, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including any of the Services, within City. Department shall have no right to, or interest in, any service fees collected by City. If the City imposes an emergency service charge it shall provide Department a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Department shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide the City with the information it collected. Notwithstanding the foregoing the Department retains the right to all funds billed to and collected from the Minnesota Department of Natural Resources for any grass fire fighting services provided to that entity.

5. **Service Territory.** Department shall provide Services as indicated in this Agreement within the entire city limits of City. The identified area shall constitute the City’s Service Territory for the purposes of this Agreement.

6. **Term.** This Agreement shall commence on January 1, 2021 and shall expire on December 31, 2021 unless terminated earlier as provided herein.

7. **Equipment.** If the Department disbands or discontinues providing fire-related services to the residents of the City of Hermantown, State law will determine the disposition of the firefighting equipment.

8. **Department’s Responsibilities.** In addition to any other obligations described herein, Department shall:

8.1. Provide the Services described herein to City’s Service Territory.

8.2. Develop a detailed annual operational budget for the Department for each year during the term of this Agreement and present it to City before the annual meeting provided for in Section 3 along with sufficient information to explain the items included in the budget figures.

8.3. Upon City's request, provide City access to financial and cost data related to the Department for five years prior to the current service year.

8.4. Disclose to City any proposed action Department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Department's ability to provide the Services indicated above.

8.5. Promptly disclose to City any information Department can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8.6. Keep and maintain in good order, at its own expense, the necessary fire/rescue/first responder apparatus and equipment for Services required to be provided for under this Agreement.

8.7. Accept the annual compensation agreed upon by both parties as full payment for the operational activities and Services to be performed by the Department hereunder.

8.8. Have the Fire Chief or his/her designated representative when possible at such meetings of the City Council to report on the activities of the Department as requested by the City Administrator, Mayor or City Council.

8.9. Provide the City with a copy of the equipment list which is filed with the State of Minnesota, and with a copy of its annual federal tax return (Form 990) filed for the Department at the time they are filed with the IRS.

8.10. Comply with Minnesota Charitable Contributions Law (Chapter 309 of the Minnesota State Statutes).

8.11. Consult with City and its Emergency Management Director in the development of emergency management plans and strategies.

8.12. Agree that if the Department provides compensation to its members then no member of the Department who is an employee of the City will provide services to the Department that would cause his/her combined hours worked for the City and Department to cause the member to be eligible for overtime pay from the City under applicable federal or state law.

8.13. Manage the operations of the Department in such manner so that the amount payable by the City pursuant to Section 2 hereof is sufficient for the conduct of the operations of the Department. The Department acknowledges that the City establishes its budget on an annual basis and that the City will not consider any request for additional compensation from the Department during the term of this Agreement. Department agrees to provide the Services required herein and to not advise the City that it has "run out of money" and will have to

discontinue certain Services or reduce certain Services unless the City provides additional compensation to it during the term of this Agreement.

8.14. Agree that if the Department compensates its members, to comply with all applicable federal and state laws dealing with payments to employees, including without limitation the Fair Labor Standards Act, and indemnify, defend and hold harmless the City from any claims, demands or obligations relating to any compensation to members of the Department.

8.15. Pay any amount City is required to pay to the Public Employees Retirement Association (“PERA”) with respect to any member of the Department. If City is obligated to pay any amount to PERA on behalf of any member of the Department, then such payment will reduce, dollar for dollar, the Payment Amount due to Department until the amount City is obligated to pay PERA is repaid in full to City.

9. **City’s Responsibilities.** In addition to any other obligations described herein, City shall:

9.1. Promptly pay Department the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount if the Agreement is terminated early.

9.2. Present a budget and levy proposal to the City Council during the term of this Agreement seeking authority to levy funds as needed to pay the “Payment Amount.”

9.3. Promptly disclose to Department any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

9.4. Lease three (3) fire stations to the Department pursuant to the Lease Agreements between the City and Department.

9.5. Allow the Department to retain any compensation paid by insurance carriers or anyone else for Services. Any such compensation will be over and above the amounts payable by the City in this Agreement.

It is understood and agreed City shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, FLSA, FMLA, or any other employment related issues. It is further agreed City has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Services described herein.

10. **Standard of Performance and Insurance; Indemnity.** All Services to be performed by Department hereunder shall be performed in a skilled, professional and non-negligent manner. Department shall obtain and maintain at its cost and expense:

10.1. Commercial general liability insurance that covers the Department services performed by Department for City with a per occurrence limit/general aggregate limit of

liability equal to or greater than the maximum liability to municipalities as set forth in Minnesota Statutes § 466.04, Subd. 1, as amended (“City Liability Limits”).

10.2. Inland marine, automobile and property insurance providing coverage with coverage equal to or greater than the City Liability Limits and that provides replacement coverage for property damage.

10.3. Errors and omissions or equivalent insurance that covers the Services performed by Department for City with liability limits equal to or greater than the City Liability Limits.

10.4. Worker’s compensation insurance covering Department (if an individual) all of Department’s employees with coverages and limits of coverage required by law.

10.5. Employment practices insurance coverage with liability limits equal to or greater than the City Liability Limits.

Department 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 Services hereunder.

Department certifies that Department is in compliance with all applicable worker’s compensation laws, employment laws and employment related tax laws, rules and regulations. Department’s employees and agents will not be considered City employees. Any claims that may arise under any worker’s compensation laws on behalf of any employee of Department and any claims made by any third party as a consequence of any act or omission on the part of Department or any employee of Department are in no way City’s obligation or responsibility. By signing this Agreement, Department certifies that Department is in compliance with these laws and regulations.

Department shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Department has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under the policies providing the insurance to provide the required coverages under Sections 10.1, 10.2 and 10.3 above (“Indemnity Coverage”). 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. Department 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 Department.

11. **Indemnification.** Department agrees to defend and indemnify City against any claims brought or actions filed against City or any officer, employee, or volunteer of City for injury to, death of, or damage to the property of any third person or persons, arising from Department’s performance of the Services under this Agreement. The intent of this subdivision is to impose on Department the absolute duty to defend and indemnify City for claims arising out of the performance of this Agreement. The purpose of creating this duty to defend and indemnify is to simplify the

defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This Agreement contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both Department and City.

14. **Subcontracting & Assignment.** Department shall not subcontract or assign any portion of this Agreement to another without prior written permission from City. Services provided to City pursuant to a mutual aid agreement Department has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of City so long as Department remains primarily responsible for providing fire services to City's Service Territory.

15. **Termination.** This Agreement may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a one hundred eight (180) day written notice of termination on the other party. This Agreement shall terminate one hundred eight (180) days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If City fails to pay for the Services according to the schedule established herein, Department may terminate this agreement one hundred eight (180) days from the date of personal service of written termination notice. Notice to Department shall be served on the Fire Chief of Department and notice to City shall be served on the City Administrator or City Clerk. This Agreement will automatically terminate if all of the leases between Department and City terminate.

16. **Service Agreement.** This is an agreement for Services. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement

18. **Recordkeeping.** Department hereby agrees:

18.1. 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.

18.2. To make such materials available at its office at all reasonable times during the term of the Agreement 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.

19. **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 Department developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement.

All Project Materials are agreed by Department 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 Cityship and copyright and/or patent. In addition, Department 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.

Department shall provide City with copies of all Project Materials

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

20. **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 Department, or to City at 5105 Maple Grove Road, Hermantown, Minnesota 55811.

21. **Prior Agreement.** 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.

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

23. **Data Practices Act.** Department acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Department 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 Department in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Department and City.

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

24. **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.

25. **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.

26. **Legal Representation.** At the request of City, Maki & Overom has drafted this Agreement. City and Department acknowledge that Maki & Overom has previously represented the Department on other matters, but is representing only the City in connection with this Agreement. Department and City recognize that their interests under this Agreement may now or hereafter be adverse to, or in conflict with, the interests of each other. Department acknowledges that it has been advised by City's counsel that it has the right to seek the advice of independent counsel and has had the opportunity to seek such advice. Department acknowledges that it has received no representations from City's counsel about the legal and tax consequences of this Agreement, has been advised by City's counsel that the Agreement may have legal and tax consequences and has had the opportunity to seek independent tax counsel. Department and City hereby consent to the representation by Maki & Overom of City in connection with the preparation and execution of this Agreement, and Department and City hereby agree that at no time will such representation be construed, claimed, or deemed to be a breach of any fiduciary relationship, a conflict of interest, or a violation of any other obligation of any party.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Department have executed this Agreement for Fire-Related Services as of the date first above written.

CITY:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

DEPARTMENT:

Hermantown Fire Department, Inc.

By _____
Its _____

TO: Mayor & City Council

FROM: Paul Senst, Public Works
Director

DATE: February 23, 2021

Meeting Date: 3/1/21

SUBJECT: Purchase of Ford F550 Truck Body, Crane & Accessories
Agenda Item: 12-D **Resolution 2021-30**



REQUESTED ACTION

Award Purchase of Ford F550 truck body, crane & accessories

BACKGROUND

Council approved the purchase of a 2021 Ford F550 Chassis from Ford of Hibbing on December 21, 2020. (Res. 2020-182) as part of the 2021 Capital Improvement Plan. The truck body, crane and accessories are now scheduled to be installed for this unit.

This unit will replace a 24-year old truck and will assist in the service of our sanitary sewer lift stations, hydrant repairs, water main breaks, road sign installation, park maintenance and multiple other tasks.

This equipment is a purchase from ABM Equipment & Supply as part of the State of Minnesota State Bid process.

SOURCE OF FUNDS (if applicable)

601-494300-544

ATTACHMENTS

ABM Equipment & Supply Quote

Resolution No. 2021-30

RESOLUTION AWARDING CONTRACT FOR 2021 FORD F550 TRUCK BODY, CRANE & ACCESSORIES TO ABM EQUIPMENT & SUPPLY IN THE AMOUNT OF \$114,783.91 PLUS APPLICABLE TAXES AND FEES

WHEREAS, the City of Hermantown purchased a 2021 Ford F550 Chassis; and

WHEREAS, as part of the purchase of the 2021 Ford F550 Chassis the installation of the truck body, crane and accessories are needed; and

WHEREAS, the truck body, crane and accessories desired by the City is available on the "State Contract;" and

WHEREAS, the truck body, crane and accessories will be purchased from ABM Equipment & Supply; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the truck body, crane and accessories to ABM Equipment & Supply.

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

1. ABM Equipment & Supply is hereby determined to be able to provide the truck body, crane and accessories to the City pursuant to the State Contract.
2. The price of \$114,783.91 for the truck body, crane and accessories in accordance with the State Contract is hereby accepted.
3. Per the CIP the funds for the payment of the truck body, crane and accessories will be paid from Fund No. 601 and expensed to 601-494300-544.

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 March 1, 2021.



333 2nd STREET NE
HOPKINS, MN 55343-8337
952-938-5451
800-229-5451
FAX 952-938-0159
www.abmequip.com

Custom Truck Equipment for the Utility, Construction, Municipal and Refuse Industries

Quotation # 020121-031-01

February 12, 2021

Paul Senst
City of Hermantown
4971 Lightning Drive
Hermantown, MN 55811

Dear Paul,

In response to your request for a quote on a service body, crane and accessories to be installed on your 2021 Ford F-550 chassis, I am pleased to offer you the following:

Service Body Contract # 184013

	<u>Price</u>
87894 Stellar TMAX1-11 Aluminum Mechanic Body. Aluminum side packs, aluminum doors, steel crane compartment. All compartments raised to 52", flush front bulkhead, torsion box understructure with isolated crane compartment, exterior DOT light package, Master-Lock system, 22"D x 52"H side packs, 133" long, 21" step bumper with thru compartment, (6) recessed cargo tie-downs, (2) rear mounted grab handles, dual-seal automotive type compartment weather seal, rubber fenderettes, overlapped doors on SS1V / CS1V, overlapped doors on horizontal compartments, 12" fold down aluminum tailgate (painted black), 2 & 3-point stainless steel compression latches, stainless steel "Billet Style" hinges, spring loaded door stops, weld on receiver hitch, prime painted, undercoated.	\$24,610.00
13257 Mounting kit for TMAX1-11 - 84" CA, F450/F550	\$400.00
<u>CS1V (In front of divider)</u>	
13716A Heavy duty aluminum drawer set, 33"H x 34"W x 18"D, 3-3", 3-5", 1-7" (incl. 2.5" riser)	\$2,060.00
<u>CS1V (To the rear of the divider)</u>	
29266A Heavy duty aluminum drawer set, 33"H x 14"W x 18"D, 3-3", 3-5", 1-7" (incl. 2.5" riser)	\$1,960.00
<u>SS / CS Horiz</u>	
72894 Shelf with (3) dividers 52.44" W x 19.00" D - SS	(2 @ \$176 ea) \$352.00
23378A Heavy duty aluminum drawer set, 11" H x 48" W x 18" D, 3-3" (incl. 2.5" riser) - CS	\$1,210.00

SS Rear

72869 Shelf with (3) dividers 24.38" W x 19.00" D (3 @ \$110 ea) \$330.00

SS1V

ENGX Heavy duty aluminum drawer set, 33"H x 28" W x 18" D, 5-5",
2-7" (incl. 2.5" riser) \$2,030.00

SS2V

72865 Shelf with (3) dividers 21" W x 19.00" D (3 @ \$110 ea) \$330.00

Paint Options

9447 Paint mechanic body white (std. color), 13' to 18', single stage, non-metallic \$1,850.00

Bed Liner Options

36317 Spray on bed liner for load bed walls and floor - Black \$1,080.00

36315 Spray on bed liner for work bench - Black \$390.00

63571 Spray on bed liner for inside of tailgate - Black \$110.00

Body Mounted Options

21402 Gate assembly, welder, mech 48.50" W \$650.00

75725 Aluminum Rock Guard Kit - TMAX V2 - ARSD 50" \$510.00

63473 Grab handle - mounts to rear side pack and workbench bumper - Easily accessible
from ground \$210.00

5327 E-Track system for TMAX body loadbed \$750.00

Bumper Mounted Options

22876 Trailer plug - 7-pin (flat) - Only for chassis equipped to handle RV / Electric brakes
from factory \$250.00

59719 Vise mounting plate - receiver workbench mount \$160.00

17978 Vise, 6.5" - Wilton Mechanics, 1765 \$880.00

78970 Step, slide out for TMAX mechanics work bench bumper \$220.00

Misc. Backup camera mounted as close to hitch as possible with protective casing around back
side of camera in tailshelf storage area \$382.50

Interior Lights (Must pick one)

75739 LED Compartment Light Kit - TMAX 1-11, TMAX 2-11 \$1,070.00

Work Lights

74311 LED Flood Light Assembly one (1) near boom support, one (1) SS behind compressor,
one (1) on each rear tailgate box, two (2) mounted to integral rail (6 @ \$110 ea) \$660.00

Safety Lights / Equipment Options

63890 Back up alarm - ECCO 107 Db \$190.00

5305 ICC safety kit consisting of rechargeable 2.5# fire extinguisher and reflector kit \$180.00

65252 Strobe light kit - Led Amber (2 lights - LINZ6A) - for mounting to vertical body or truck
surface (front grille). \$340.00

79659 Strobe light kit - LED Amber (2 lights - LINZ6A) - for mounting to vertical body or
truck surface (rear of body only). INSTALLED \$340.00

Stabilizers

53136 Stabilizer, hydraulic out/hydraulic down for installation in bumper, painted black -TMAX 1 body ONLY \$4,920.00

Chassis Options

72766 Weld on cut out for DEF/second fuel fill for TMAX-1 V2 \$100.00

1.9.27 Furnish and install rear mud flap (set) \$159.00

1.22.6 5585 CA LED Amber mini lightbar wired to OEM upfitter switch and to control bank in C4 \$552.00

1.22.7 ACARI 3rd brake mini light bar mount \$457.00

1.23.29 Labor charge for custom modification:
Flip up sliding top with single fold up rear door, painted white (40 hours @ \$115/hr) \$4,600.00

Misc. 113582X – Cord reel 120V triple tap 45 ft 12/3. Installed \$806.25

Misc. 113843X – Light kit amber mini strobe skirt mount inst – Qty 3 \$1,012.50

Misc. 93210X – Truck upfitter switches control package. For TMAX body with crane and compressor for chassis equipped with five or more switches. Installed. \$1,396.88

Misc. 90063X – Docking station re-location kit to body for CDT/CDTplus \$309.38

Misc. 98572X – Crane boom tip light – gravity rotating – Double LED Trilliant Light \$656.25

TOTAL \$58,473.76

Crane Contract # 175221

2.1 94707S - Stellar 6521 Telescopic Crane - V2 - 35,000 ft/lb rated, 6,000 lb maximum capacity - 2 Hydraulic Extensions to 21' - PTO Hydraulic with CDT equipped proportional radio remote control \$22,123.00

2.16 23380 - Boom support painted black - adjustable \$380.00

2.9 Add leaf springs to crane side of chassis at rear \$798.00

TOTAL \$23,301.00

Air Compressor Contract # 174518

Hose & Plumbing Options

3.3.1	½" x 50' spring rewind hose reel to exit rear of body C/S	\$1,037.00
3.3.4	¾" FLR	\$352.00
66308X	Air outlet kit direct tank supply – installed on rear of body next to the ½" air line exit from body	\$384.50
	TOTAL	<u>\$ 1,773.50</u>

Other Items

57727X	– ENPAK A60 Mechanics Series, SIDEPACK Mount, Open Center, w/Inverter, Block Heater, up to 20 GPM oil flow, up to 60 CFM air @ 100 PSI, 2400 watt 120V Pure Sine Power w/Inverter, 6000 watt Generator. Includes 1-220V outlet, 1-110V outlet, and 3-110V pure sine outlet. Includes 20 Gallon Hydraulic Oil Reservoir	\$26,456.25
66792X	– Diesel Fuel Tap Kit – Medium Duty Chassis (saddle fuel tanks). Installed	\$150.00
88426X	– ENPAK A60 mounting bars for aluminum bodies. Installed	\$281.25
56415X	– 25 gallon air tank kit (1-10 gallon, 1-15 gallon) for installation on 2011 and later Ford DRW diesel trucks. Installed	\$2,203.15
	Heater for Loadbed & prep chassis for heater	\$2,145.00
	TOTAL	<u>\$31,235.65</u>
	GRAND TOTAL	<u>\$114,783.91</u>

Thank you for considering ABM Equipment & Supply. I hope with the enclosed that you will be able to place this business with us. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Ron Zimmer

Ron Zimmer
President

TO: Mayor & City Council

FROM: Eric Johnson, Community
Development Director

DATE: February 24, 2021

Meeting Date: 3/1/21



SUBJECT: Approvals & Denials of Land Use & Development Applications Policy
Agenda Item: 12-E **Resolution 2021-31**

REQUESTED ACTION

Approve a policy in the city handbook regarding procedures for approvals and denials of applications

BACKGROUND

City staff has been reviewing the procedure process for the review of land use and development applications and the subsequent approval and denial procedures. The attached policy draws from the City Ordinance, Minnesota State Statutes and information from the League of Minnesota Cities. The policy outlines the role and responsibilities of the Planning and Zoning Commission, Board of Appeals and the City Council in the review and approval/denial of these applications. This policy clarifies four major points:

1. The role of the Planning and Zoning Commission to approve/deny applications for Variances, CIDP and Flag Lot Splits.
2. The role of the Planning and Zoning Commission to recommend actions of approval/denial of applications for SUP, PUD, Plat, Wetland Replacement Plans and Rezonings to the City Council.
3. The requirement of a member of a body to state their reasons for opposing an application request should the request be denied by a body.
4. The requirement of any body to provide a written statement in the case of the denial of an application request.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Handbook Section

Resolution No. 2021-31

RESOLUTION APPROVING POLICY FOR APPROVALS AND DENIALS OF LAND USE AND DEVELOPMENT APPLICATIONS

WHEREAS, the City of Hermantown has enacted comprehensive land use planning in accordance with the Statutes of the State of Minnesota; and

WHEREAS, the City of Hermantown receives and reviews applications for land use and development projects; and

WHEREAS, the Legislature of the State of Minnesota has enacted legislation that imposes certain requirements on the issuance of approvals and denials of applications; and

WHEREAS, the City Council of the City of Hermantown desires to comply with the requirements of Chapter 462 of the Minnesota Statutes; and

WHEREAS, City Staff has prepared a written policy to reflect the city's current practices; and

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

1. The City Council approves the Policy for Approvals and Denials of Land Use & Development Applications as shown on 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 March 1, 2021.

EXHIBIT A

Handbook for the City of Hermantown			
✓ Policy		□ Procedure	
Date Adopted 03/X/2021 – Res. 2021-	Title: Policy for Approvals and Denials of Land Use & Development Applications	Section: Planning & Land Use	
Revision Dates:		Page: 1 of 3	

PURPOSE:

To establish administrative procedures for approval or denial of land use and/or development applications.

- ⌘ The City of Hermantown has enacted comprehensive land use planning regulations in accordance with the Statutes of the State of Minnesota, and
- ⌘ The Legislature of the State of Minnesota has enacted legislation that imposes certain requirements on the issuance of approvals and denials of applications, and
- ⌘ The City Council of the City of Hermantown desires to comply with the requirements of Chapter 462.

POLICY:

1. The responsibility of the Planning and Zoning Commission is to hear and review original applications and renewal applications and submit reports and offer recommendations thereon to the City Council.
2. Planning and Zoning Commission reviews and **approves/denies** Variance, CIDP, and Flag Lot Splits.
3. The Commission reviews and **recommends** SUP, Plat, PUD, Wetland Replacement, and Rezoning applications to the City Council:

APPLICATION	BOARD OF APPEALS	PLANNING AND ZONING		CITY COUNCIL
TYPE	APPROVALS/ACTION	APPROVALS/ACTION	RECOMMENDATIONS	APPROVALS/ACTION
VARIANCE	X	X *		
CIDP		X		
FLAG LOT SPLITS		X		
SUP			X	X
PLAT			X	X
PUD			X	X
WETLAND REPLACEMENT			X	X
REZONINGS			X	X

* VARIANCES MAY BE HEARD AND APPROVED BY PLANNING AND ZONING WHEN PART OF ADDITIONAL APPLICATIONS FOR THE SAME PROJECT.

Handbook for the City of Hermantown		
<input checked="" type="checkbox"/> Policy		<input type="checkbox"/> Procedure
Date Adopted 03/1/2021 – Res. 2021-31	Title: Policy for Approvals and Denials of Land Use & Development Applications	Section: Planning & Land Use
Revision Dates:		Page: 2 of 3

4. The Commission may vote to recommend denial of an application to the City Council. In this case, the application goes to the City Council with a recommendation to deny. The City Council may vote to uphold the decision of the Planning and Zoning Commission or vote to overturn the Planning and Zoning Commission’s recommendation and in turn approve the application. Decisions of the City Council shall be final immediately.

5. When a vote on a resolution or properly made motion to approve a request fails for any reason, the failure shall constitute a denial of the request. Those voting against the motion must state on the record the reasons why they oppose the request. A failure to approve a resolution or motion does not preclude an immediate submission of a same or similar request.

6. If a body denies a request, it must provide the applicant in writing a statement of the reasons for the denial. If the written statement is not adopted at the same time as the denial, it must be adopted at the next meeting following the denial of the request but before the expiration of the time allowed for making a decision. The written statement must be consistent with the reasons stated in the record at the time of the denial. The written statement must be provided to the applicant upon adoption.

7. Within ten days after the City Council has made its decision, the Zoning Officer shall notify the applicant of an approval or denial. Such decisions will be put in writing and those reasons for approval or denial be adopted within the statutory timeframe.

8. For applications which the Planning and Zoning Commission takes action in the form of approvals or denials (Variance, CIDP, Flag Lot Splits), decisions may be appealed by any person aggrieved by any decision, or any taxpayer, officer, department, board or bureau of the City of Hermantown. Such appeal is forwarded to the Board of Appeals and Adjustments (Board).

9. Such appeal shall be taken within ten days after the decision by filing a notice of such appeal on forms provided by the Zoning Officer. Such notice of appeal shall be filed with the City Clerk along with such fee as shall from time to time be prescribed by resolution of the City Council. No action shall be taken on such appeal until the required fee shall be paid.

10. Upon receipt of such notice of appeal, the Board shall fix a date for a public hearing on the appeal within 30 days after such application is received by the City Clerk. Notice of such public hearing shall be mailed at least ten days before the date of the hearing to each affected property owner and to the owners of property situated wholly or partly within

Handbook for the City of Hermantown		
<input checked="" type="checkbox"/> Policy		<input type="checkbox"/> Procedure
Date Adopted 03/1/2021 – Res. 2021-31	Title: Policy for Approvals and Denials of Land Use & Development Applications	Section: Planning & Land Use
Revision Dates:		Page: 3 of 3

350 feet of the property which is the subject matter of the appeal. A notice of such public hearing shall also be published in the official newspaper at least ten days before the day of the hearing. For purposes of giving mailed notice, owners shall be those shown to be such on the records of the St. Louis County Auditor. The failure to give mailed notice to individual property owners, or defects in the notice, shall not invalidate the proceedings, provided a bona fide attempt to comply with the notice provisions set forth herein has been made.

11. The Board shall make its decision on any matters properly presented to it by resolution adopted by majority vote of all of the members voting thereon. Such resolution shall contain a written statement of the factual basis and reasons supporting the decision of the Board.

12. All decisions of the Board shall be subject to appeal to the City Council. Within ten days after the Board has made its decision, the Zoning Officer shall notify the applicant of the decision of the Board and of the applicant's right to appeal. Within ten days thereafter, the applicant, Zoning Official, or any person aggrieved by such decision may file with the City Clerk a written request that such decision be appealed to the City Council.

13. The City Council may, but shall not be required to, hold a public hearing on such appeal. It may hold as many public meetings with the appellant as it may deem necessary to properly evaluate the appeal.

14. The City Council shall make its decision on any appeal by resolution adopted by majority vote of all of the members voting thereon. Such resolution shall contain a written statement of the factual basis and reasons supporting the decision of the Council and a positive finding that the decision is consistent with the spirit and intent of the Comprehensive Plan and with the provisions of this code.

15. Decisions of any agent of the City or of the Board hereunder shall not be final until any appeal period specified hereunder shall have expired. No action shall be taken by any party in reliance on any such decision of the Board or any agent of the City until it shall be final. Decisions of the City Council shall be final immediately.

TO: Mayor & City Council

FROM: Eric Johnson, Community
Development Director

DATE: February 24, 2021

Meeting Date: 3/1/21

SUBJECT: Right of Entry Agreement

Agenda Item: 12-F

Resolution 2021-32



REQUESTED ACTION

Approve a Right of Entry Agreement between the City and EPC Engineering and Testing

BACKGROUND

City staff has been discussing a potential R-3 residential plat with the owners of a property located in the northeast intersection of Okerstrom Road and Morris Thomas Road. This property abuts two City owned parcels of land; parcel 395-0195-00040 is identified as Outlot A of the Valleyview Division plat with the other parcel being identified as Carlson Road on the same plat.

There may be the possibility of the City entering into an agreement to sell/swap Outlot A for a portion of the owner's land. This sale/swap could serve multiple purposes:

- Providing additional lots for the potential development within Outlot A.
- Providing a second means of ingress/egress for the development through the construction of Carlson Road.
- The acquisition of land for the construction of the trail extension from Keene Creek Park northwards towards the existing trail terminus at the Engwall property.

Before any further discussion, the property owner has asked for the ability to access the City owned parcels in order to conduct geotechnical work as well as perform wetland analysis. The City Attorney has drafted a Right of Entry Agreement between the City and the owners consultant, EPC Engineering and Testing, which will allow the consultant to enter the property and perform their work.

Should a formal request be made by the property owner for the City's parcels, City staff will bring the request before the City Council for their review and action.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Location Map

Plat Map

Right of Entry Agreement

Resolution No. 2021-32

RESOLUTION APPROVING RIGHT OF ENTRY AGREEMENT

WHEREAS, the City of Hermantown owns certain lands, and

WHEREAS, the owner and developer of adjacent land wishes to inspect the physical condition, including but not necessarily limited to the stability of soils of their land and the adjacent city owned land; and

WHEREAS, the City of Hermantown is willing to allow the owner and landowner, and/or their consultant enter City owned land to conduct their physical inspection; and

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

1. The City Council approves the Right of Entry Agreement as shown on Exhibit A.

Councilor ____ introduced the foregoing resolution and moved its adoption.

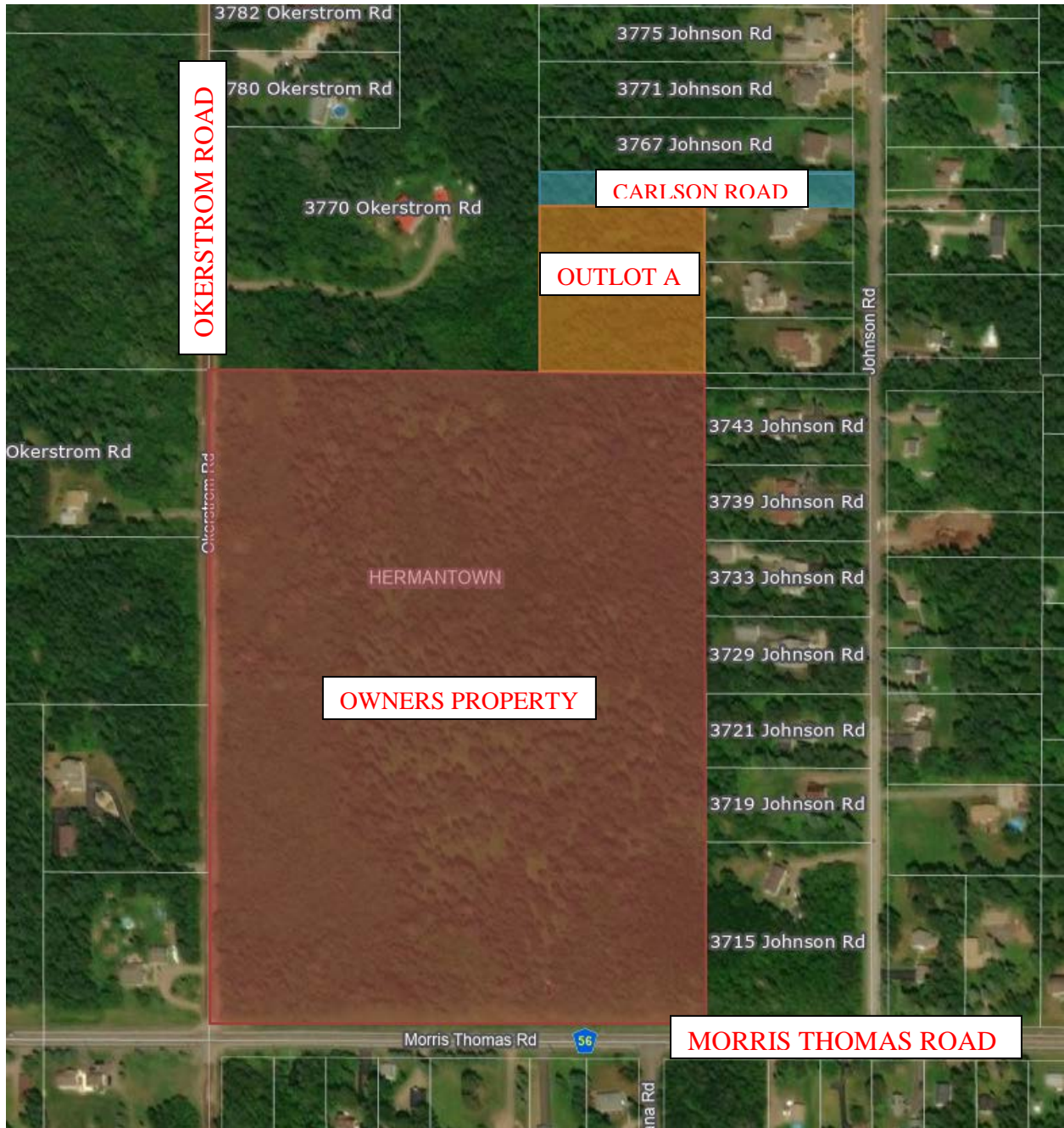
The motion for the adoption of such resolution was seconded by Councilor ____ and upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

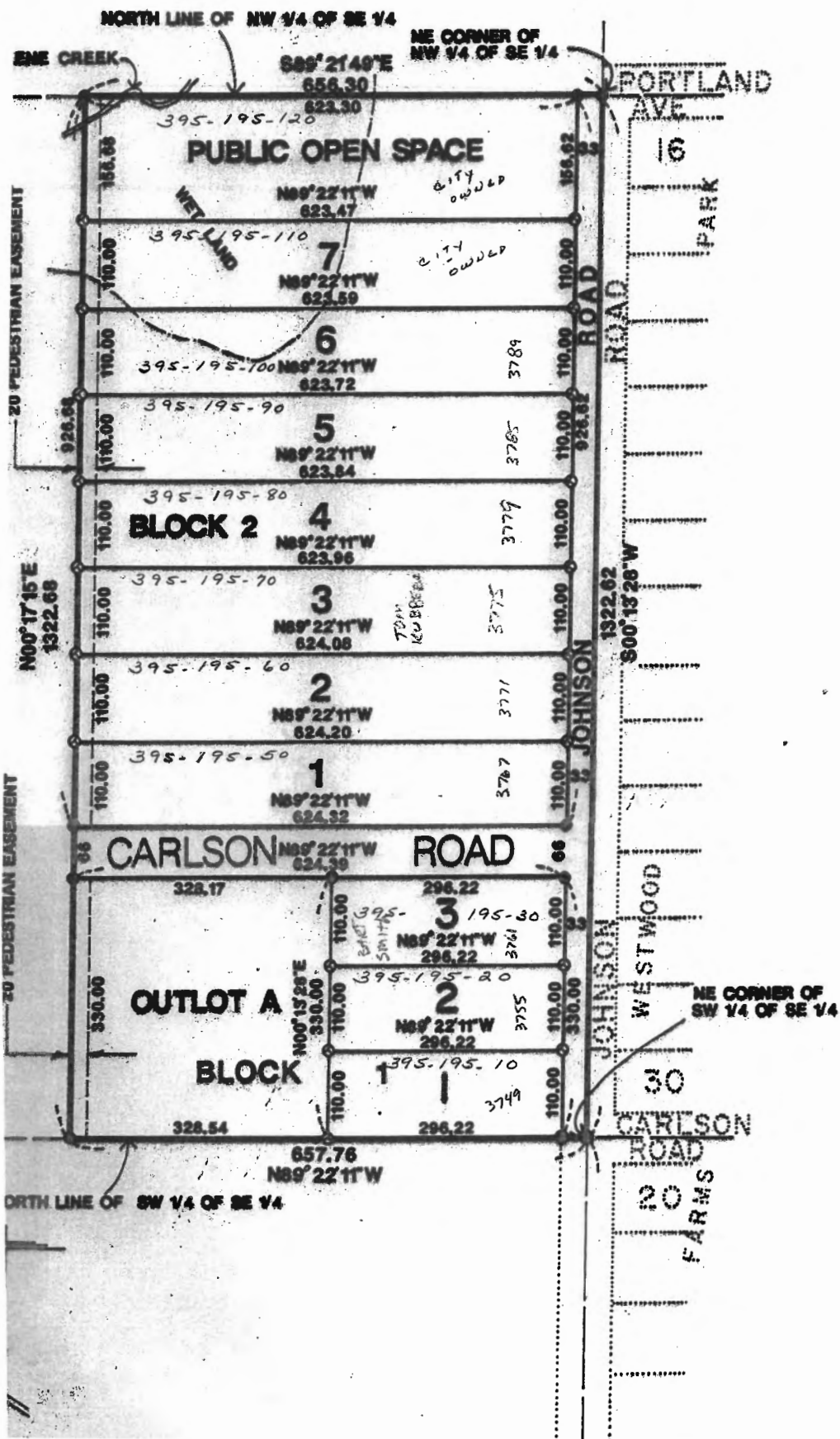
WHEREUPON, such resolution was declared duly passed and adopted March 1, 2021.

Location Map



PLAT OF
VALLEYVIEW DIVISION

LOCATED IN THE E 1/2 OF NW 1/4 OF SE 1/4,
 SECTION 25, T.50N., R.15W.
 OF THE FOURTH PRINCIPAL MERIDIAN



RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT (this “**License**”) is made as of this ____ day _____, 2021, by and between the **City of Hermantown**, a Minnesota statutory city, (“**City**”) and _____ (“**Licensee**”).

1. **Grant of Right of Entry.**

1.1. On and subject to the terms hereof, City grants to Licensee the right to inspect the physical condition of the real estate legally described on Exhibit A attached hereto (“**Premises**”), including, without limitation, performing or procuring one or more geological or geotechnical studies of the physical composition and stability of the soils on the Premises, any underground structures on the Premises and otherwise determining the suitability of the Premises for the development of buildings and structures (the “**Investigations**”).

1.2. This License and the rights granted hereunder are (i) “in gross” and personal to the Licensee and do not create either (a) any interest in the Premises or any other of City’s property or (b) any rights, appurtenant or otherwise, in any other property, (ii) revocable, (iii) non-exclusive, (iv) non-assignable, and (v) subject to all third parties’ rights in and to the Premises. City reserves all right, title, and interest in and to the Premises and all appurtenances thereto not specifically granted herein.

2. **Term and Termination.** Licensee’s right to use the Premises shall begin at 12:01 AM on _____, 2021, and shall terminate at 11:59 PM on _____, 2021. Notwithstanding the foregoing, City reserves the right to immediately terminate this License and Licensee’s right to use the Premises at any time and for any reason.

3. **Licensee’s Covenants.** Licensee covenants to City and agrees as follows: (a) Licensee’s use of the Premises shall comply with all applicable federal, state, or local laws, rules, regulations, ordinances, and permits; (b) Licensee shall obtain, at its/their sole expense and provide City with copies of, all required permits for its/their activities on the Premises; (c) Licensee shall not grant, create, or suffer any lien, claim, encumbrance, restriction, or other charge to be placed on the Premises or any other property City; (d) any equipment Licensee may place on the Premises and any portion of the Premises altered by Licensee shall be maintained in a safe, neat, and orderly condition so as to protect life and property and so as not to create any public or private nuisance or damage or injury to any persons or property; (e) Licensee shall require any person or entity who it engages to perform the Investigations to agree to be bound by the terms of this Right of entry agreement; and (f) upon the expiration hereof, Licensee shall restore the Premises to substantially the same condition as they existed prior to the date hereof.

4. **Insurance.** Throughout the term hereof, at least one of Licensee shall, at its cost and expense, maintain (and prior to using the Premises, the Licensee carrying insurance shall provide City proof of) insurance coverage with liability limits of at least \$1,000,000.00 per occurrence. The obligations in this Section shall survive the expiration or termination hereof as to all matters occurring during the term hereof.

5. **Indemnification; Defense.**

5.1. Licensee agrees to and does indemnify, defend, and hold harmless City and its officers, employees, agents, and representatives, and each of their heirs, personal representatives, successors, and assigns (each, an “**Indemnified Party**”) from and against any and all losses, damages, liabilities, deficiencies, costs, and expenses of any nature whatsoever (including attorney’s fees and defense, investigation, discovery, court, and other costs) suffered by any Indemnified Party (each, a “**Loss**”), including those resulting from any claims, demands, actions, causes of action, or other legal or administrative proceedings at law or in equity against any Indemnified Party (each, a “**Claim**”), arising from or relating to any of the following (i) personal injury (including illness, disease, or death, including workers’ compensation Claims), property damage, or loss of use, maintenance, cure, profit, or wages arising from or relating to the use of the Premises by Licensee or any person or entity Licensee brings or permits upon the Premises (each, a “**Licensed Party**”), including any Claim by a Licensed Party, in all cases irrespective of whether any Loss or Claim is caused or alleged to be caused by the sole, contributory, or concurrent negligence of an Indemnified Party; (ii) Licensee’s breach of any representation, warranty, or covenant herein; and (iii) violation of any applicable law, rule, regulation, ordinance, or permit relating to the Premises or any of Licensed Party’s activities thereon (all of the foregoing, the “**Indemnified Matters**”).

5.2. In defending any Claim, the Indemnified Party shall have the right to approve or disapprove of (i) Licensee’s counsel for any such matter, and in the event Licensee’s counsel chosen is unacceptable to the Indemnified Party, the Indemnified Party may engage its own counsel at Licensee’s sole cost and expense to represent the Indemnified Party in such matter, (ii) defenses, counterclaims, or cross claims by or on behalf of the Indemnified Party, and (iii) whether or not to settle any such matter.

5.3. The terms of this Section shall survive the expiration or termination hereof.

6. **Miscellaneous.**

6.1. **Notices.** Notices hereunder shall be given by hand delivery or by overnight mail, postage prepaid, as addressed below and shall be effective when received. Either party may change its notice address by written notice to the other party of such change. Notice made via email may satisfy the requirements in this Section only if the receiving party waives in reply email the personal, overnight, or certified mail delivery requirements of this Section. Except as otherwise provided in this Agreement, a notice is effective only (i) on receipt by the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.

If to City:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: City Administrator

With a copy to:

Steven C. Overom
Overom Law, PLLC
11 E. Superior Street
Suite 543
Duluth, MN 55802

If to the Licensee:

Licensee Name
[address]
[city, state zip]

6.2. **Construction; Venue.** This License shall be governed by and performed in accordance with the laws of Minnesota. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for Lake County, Minnesota for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

6.3. **Recordation.** Neither party shall be permitted to record this License in the official records of any jurisdiction, including the jurisdiction in which the Premises are located.

[Remainder of Page Intentionally Blank]

SIGNATURE PAGE TO RIGHT OF ENTRY AGREEMENT:

IN WITNESS WHEREOF, the parties have executed this License as of the date above.

CITY:

City of Hermantown

By: _____
Its Mayor

By: _____
Its City Clerk

LICENSEE:

Licensee Name

By _____
Its _____

EXHIBIT A
Legal Description

395-0195-00040

Outlot A, Valleyview Division
Section 25, Township 50, Range 15

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



DATE: February 23, 2021 **Meeting Date:** 3/1/21
SUBJECT: Preliminary and Final PUD for a Three-Townhome Development **Agenda Item: 12-G** **Resolution 2021-33**

REQUESTED ACTION

Approve a Preliminary and Final Planned Unit Development (PUD) for construction of a three townhome (6 total units) development in a R-3, Residential zoning district

DESCRIPTION OF REQUEST

Applicant is requesting approval of a Preliminary and Final Planned Unit Development (PUD) for construction of a three townhome (6 total units) development at 508x Hermantown Road. The property is located in an R-3 zoning district.

SITE INFORMATION:

Parcel Size: 4.1 acres
Legal Access: 508x Hermantown Road
Wetlands: Yes, delineation approved in 2020; no proposed impacts
Existing Zoning: R-3, Residential
Airport Overlay: None
Shoreland Overlay: None
Comprehensive Plan: Suburban

Development Details

The applicant is proposing to construct three townhomes (6 units total) on an existing 4.1 acre lot with the property being subdivided into three parcels ranging in size from 1.24 to 1.61 acres in size. The proposed building locations are situated as to utilize an existing upland portion of the property on which to build.

The Planning and Zoning Commission held a public hearing on February 18, 2021. One member of the public asked about the setbacks of the buildings from his property line as well as distance of the proposed driveway in relation to his. The Planning and Zoning Commission recommended approval of the application to the City Council by a vote of 5-2.

PUD Process:

The City's zoning regulations governing PUD's require that each PUD obtain preliminary and final approval. At the City's discretion, the preliminary and final PUD approvals may be processed concurrently. The City determined that preliminary and final review is appropriate in this case as the project scale and density is less than that which is allowed in an R-3 zoning district.

The proposed project is an example of a conservation subdivision which allows for the protection of open space or environmentally-sensitive lands, or in this case existing wetlands. By positioning the proposed

buildings and locating them on upland on the property, the applicant is able to preserve approximately 1.6 acres of wetland on the property.

The PUD review and approval process include a public hearing by the Planning Commission and a recommendation to the City Council. A PUD order will be issued by the City setting project specific development standards. Following completion of the development contract the applicant will be granted final Zoning approval and can begin construction, pending approval of the associated building permits.

A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.

Per Section 1105 of the Planned Unit Development section of the Zoning Ordinance, it requires that a PUD must provide public benefits to the surrounding neighborhood and to the city above and beyond what can be reasonably achieved by application of the zoning provisions applicable to the underlying zoning district. The nature and scale of public benefit shall be determined by the City and include, but not be limited to:

- 1.1 Preservation and enhancement of natural systems and resources, topography, vegetation, and other natural features. – This project creates a conservation neighborhood. By locating the three townhomes and utilizing the upland portion of the property, it allows for the preservation of 1.6 acres of wetland area.
- 1.2 Provision of a variety of housing and community types. – The project proposes to add a housing product that is in limited supply throughout the City.

Zoning Analysis:

The property is zoned R-3, Residential. The applicant has applied for a Planned Unit Development (PUD) for the property. A PUD is a permitted use in an R-3 zone district. Section 11 of the zoning ordinance explains that: ‘A PUD is intended to encourage a more efficient and creative use of land and development, more efficient and effective use of streets, utilities and public services; protection of natural resources; and more efficient and effective provision of recreational, public and open space than can be achieved through conventional development procedures.

The underlying R-3, Residential zoning district allows for condominiums, townhomes and duplexes assuming they meet greater lot width, lot area and side yard setbacks than a standard single family home. In addition, the ordinance requires that these structures are a minimum of 200 feet from the nearest condominiums, townhomes or duplex. Approval of these type of structures is handled as a Special Use Permit. The dimensional make-up of this property could allow for 3 townhome units (6 units total) and still meet the required setbacks, lot size and required 200 foot distance requirement, however there would be significant wetland impacts required to accomplish this.

Under current R-3, Residential zoning, the applicant could file for an administrative lot split to subdivide the property into three parcels. Then through a Special Use Permit the applicant could pursue three individual condominiums, townhomes or duplexes (6 total units). The applicant has instead requested a PUD for the 3 townhomes (6 units total) in order to locate the buildings in order to preserve on-site wetlands. The applicant is requesting less development with this PUD than could be accomplished with standard R-3 zoning which could allow up to 8 single family residential lots.

Setbacks

City Code allows a PUD to have standards that meet the City's goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The proposed project is for three townhome units (6 units total) and the design meets the underlying front and rear yard setback requirements of the R-3 zoning district. The applicant is proposing a minimum 20' foot side yard setback. This exceeds the minimum side yard setback associated with single family construction under the R-3 zoning ordinance, however it is less than the 40' side yard setback for standalone duplex/townhome construction. The PUD allows for the setting of site specific setbacks.

Plat

The applicant is proposing to divide the property into three lots. This property split can be accomplished by way of an Administrative Lot Split. Should the applicant wish to further subdivide the lots into a corresponding lot for each unit, then a plat will need to be provided by a registered land surveyor for the subdivision.

Utilities

The applicant will connect each residential unit to City sewer and water systems. Water and sewer are available along Hermantown Road with these units having an availability fee associated with them. The townhome building fronting Lavaque Road will require the extension of public sewer and water approximately 270 feet to the north from Hermantown Road. The applicant will provide engineered plans for utility extensions/connections prior to beginning such work on the site. Detailed plans for the utility extensions/connections will be reviewed and approved by the City Engineer prior to issuance of the building permits. The utility work will be designed and built to City standards/specifications and turned over to the City upon recommendation of acceptance by the City Engineer.

The applicant is proposing to provide individual utility services to each unit as this allows for the potential sale of the units.

There is an existing utility easement running from Hermantown Road to the property located at 3810 Lavaque Road. The location of the townhome building and proposed driveway on Tract B do not conflict with this easement.

Stormwater

The applicant is proposing the creation of three individual lots on which to build the townhome buildings. Each lot is responsible for its own erosion control measures per Section 1060 of the City's Zoning Ordinance. Post construction stormwater treatment per Section 1080 of the City's Zoning Ordinance is not required as each lot is proposing less than 15,000 square feet of impervious surface area.

Access

Each townhome building has a shared driveway to the respective City/County streets. The shared driveway then flairs out to provide individual driveway surfaces to each townhome unit.

Wetlands

A wetland delineation was performed in the fall of 2020. The proposed townhome locations are located on upland portions of the property with no wetland impacts being proposed as part of the project.

Park Dedication Fees

The developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of PUD approval.

Summary

Staff recommends approval of the Preliminary and Final PUD based on the findings of this report and the following conditions

1. The proposed development plan meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through siting of the buildings in order to protect wetlands.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. If applicant chooses to sell an individual townhome unit, the property will need to be subdivided by way of a plat or CIC plat.
5. Prior to issuance of a building permit:
 - a. All necessary permits shall be obtained
 - b. Developer shall obtain a Stormwater Certificate and submit the required cash escrow or letter of credit.
6. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
7. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
8. Provide construction documents prepared by a licensed engineer for the utility extension of the water and sanitary sewer service for City Engineer review and approval. Such utilities are to meet City standards and be located within an easement with the utilities and easement being dedicated to the City of Hermantown upon acceptance by the City Engineer.
9. The applicant shall describe best management methods that will be used to demarcate and protect wetlands that are located on site, including physically signing boundaries and providing electronic and GIS information to City documenting the wetland boundaries.
10. The developer shall comply with the following conditions during construction:
 - a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
 - b. Loud equipment shall be kept as far as possible from adjacent residences.
 - c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
 - d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
 - e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.

- f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.
11. Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:
 - a. All exterior building improvements shall be completed.
 - b. All disturbed areas on the site shall be seeded or sodded.
12. The developer shall pay a park dedication fee of \$1,100 per lot/unit in lieu of dedicated park land. This fee will be paid at the time of PUD approval. Bedroom fees of \$150/bedroom shall be paid at time of building permit application.
13. Each housing unit will have a two car attached garage and the driveway aprons for each unit shall have a Permanent Hard Surface.
14. The applicant shall sign a consent form assenting to all conditions of this approval.
15. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

ATTACHMENTS:

- Location Map
- Preliminary Site Plan
- Building Elevations Examples

Resolution No. 2021-33

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT
FOR A-LIGN PROPERTIES LLC**

WHEREAS, A-Lign Properties LLC (Applicant) has submitted a complete application (Application) for a preliminary and final Planned Unit Development (PUD) to allow construction of three townhome buildings on parcel 395-0010-07812; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the preliminary and final PUD on February 18, 2021 following notice as required by the City's Zoning Code; and

WHEREAS, following the public hearing on the preliminary and final PUD, the Hermantown Planning Commission recommend on a 5-2 vote that the City Council approve the preliminary and final PUD; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the preliminary and final PUD be approved, subject to certain conditions being met.

NOW THEREFORE, BE IT RESOLVED after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Final Planned Unit Development.

A. FINDINGS OF FACT

1. The proposed development plan meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through siting of the buildings in order to protect wetlands.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. If applicant chooses to sell an individual townhome unit, the property will need to be subdivided by way of a plat or CIC plat.
5. The tract of land ("Land") affected by the Plan is legally described on **Exhibit A** attached hereto and is under unified control and scheduled to be developed as one lot.
6. The Plan includes provisions for the preservation of natural amenities.
7. The Plan appears to harmonize with both existing and proposed development in the area surrounding the project site.

8. The Plan is comprised of at least two and one half (2 ½) acres of contiguous land.
9. The Plan includes residential uses.
10. Maps were provided with the Plan and contained the following:
 - 10.1 The existing topographic character of the land.
 - 10.2 A composite of all natural amenities of the site including steep slopes, drainage ways plus marshes, ponds and lakes.
 - 10.3 The size of the site and proposed uses of the land to be developed together with an identification of off-site land uses.
 - 10.4 The density of land use to be allocated to the overall development.
11. The Plan includes the following:
 - 11.1 A statement of the ownership of all land involved in the Planned Unit Development.
 - 11.2 An explanation of the general character of the planned development.
 - 11.3 A general indication of the expected time schedule of development.
12. The approval of the Final Development Plan is subject to the following modifications/conditions:
 - 12.1 The Developer will cause all buildings within the development to be constructed in accordance with all applicable building and fire codes.
 - 12.2 Each housing unit will have a two car attached garage and the driveway aprons for each unit shall have a Permanent Hard Surface.
 - 12.3 In order to insure that the spirit and intent of the Hermantown Zoning Code is met modifications must be made to the Plan and conditions imposed on the development proposed by the Plan.
 - 12.4 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
 - 12.5 Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
 - 12.6 Provide construction documents prepared by a licensed engineer for the utility extension of the water and sanitary sewer service for City Engineer review and approval. Such utilities are to meet City standards and be located within an easement with the utilities and easement being dedicated to the City of Hermantown upon acceptance by the City Engineer.

- 12.7 The applicant shall describe best management methods that will be used to demarcate and protect wetlands that are located on site, including physically signing boundaries and providing electronic and GIS information to City documenting the wetland boundaries.
- 12.8 The developer shall comply with the following conditions during construction:
- a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
 - b. Loud equipment shall be kept as far as possible from adjacent residences.
 - c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
 - d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
 - e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
 - f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.
- 12.9 Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:
- a. All exterior building improvements shall be completed.
 - b. All disturbed areas on the site shall be seeded or sodded.
- 12.10 The applicant shall sign a consent form assenting to all conditions of this approval.
- 12.11 The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
13. To accomplish the complex review process for approval of the Plan, the dates and deadlines of Chapter 11, "Planned Unit Developments" were reviewed and requirements met by the Developer.
14. The approval given by this Resolution is not effective until Developer executes and delivers an acceptance of the terms and provisions of this Resolution.
15. The developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per unit with an additional \$150 per bedroom fee will be paid at the time of application for each building permit. This will satisfy the requirements of Hermantown City Code Section 565.14.
16. A Final PUD Order consistent with the provisions of this resolution will be prepared by staff and the Mayor and City Clerk are authorized to execute the Final PUD Order.
17. Developer must pay all costs and expenses incurred by the City, including attorney's fees, planner fees and out of pocket costs incurred by the City.

CONCLUSION

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. The Final PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing and community types in the community.
3. The Developer will have one year from the date of the Final PUD approval to enter into a Development Agreement with the City.
4. Developer to submit preliminary and final construction documents (water, sanitary sewer, etc.) according to City standards and coordinated with the City Engineer as part of the Final PUD process.
5. Installation of water and sanitary sewer shall require the developer to enter into an agreement with the City governing the terms of such work. All utility plans shall be approved by the City Engineer. The City/Developer agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City is prepared to accept as complete the new public infrastructure. All drainage and utility easements shall have associated easements. The developer shall enter into a Development Agreement with the City for all public utilities.
6. The developer shall pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per unit will be paid at time of Final PUD approval with an additional \$150 per bedroom fee will be paid at the time of application for each building permit.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
9. The approval made by this resolution extends only to the Project as defined in this resolution.

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 March 1, 2021

LEGAL DESCRIPTION

All that part of the Northwest Quarter of the Southwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota, which lies North of the centerline of Hermantown Road and being described using the following points of reference, to-wit and described below:

Point A – A point on the North line of said NW1/4 of SW1/4 located 356.2 feet east of the Northwest corner of said NW1/4 of SW1/4;

Point B – A point on the North line of said NW1/4 of SW1/4 being the point of intersection of the boundary line, between the E1/2 of SW1/4 of NW1/4 and the W1/2 of SW1/4 of NW1/4 in said Section 26, with the South line of said SW1/4 of NW1/4;

Point C – A point on the North line of said NW1/4 of SW1/4 located 829 feet East of the Northwest corner of said NW1/4 of SW1/4;

Point D – A point on the centerline of Hermantown Road located due south of said Point C;

Point E – A point on the centerline of Hermantown Road located due south of Point A;

Point F – A point on the centerline of Hermantown Road located equidistant between points D and E.

Commencing at said Point "B"; thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, between said Point "B" and Point "A", a distance of 228.82 feet to the actual point of beginning of the tract of land herein described; thence South 15 degrees 30 minutes 30 seconds West a distance of 67.45 feet to the intersection of a line drawn between Point "E" and Point "F"; thence northwesterly to said Point "E"; thence northerly to said Point "A"; thence easterly to said point of beginning.

AND ALSO

The South 385.00 feet of the West Half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota, EXCEPT the following two described tracts:

EXCEPTION 1: That part thereof conveyed to the Town of Herman by a Deed recorded in Book 641 of Deeds, page 554 shown at Entry Number 61 hereof.

EXCEPTION 2: Beginning at the southeast corner of said West Half of the Southwest Quarter of the Northwest Quarter; thence northerly, along the east line of said West Half of the Southwest Quarter of the Northwest Quarter, a distance of 385.00 feet to the intersection with the north line of the South 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, along last described north line, a distance of 77.35 feet; thence South 22 degrees 21 minutes 54 seconds West a distance of 347.01 feet; thence South 15 degrees 30 minutes 30 seconds West a distance of 67.59 feet to the south line of said West Half of the Southwest Quarter of the Northwest Quarter; thence easterly, along last described south line, a distance of 228.82 feet to said point of beginning.

Subject to a 30.00 foot wide easement for utility purposes over, under and across that part of the West Half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota. The centerline of said 30.00 foot wide easement is described as follows:

Commencing at the intersection of the west line of said West Half of the Southwest Quarter of the Northwest Quarter and the north line of the South 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, along last described north line, a distance of 225.86 feet to the actual point of beginning of the said easement centerline herein described; thence South 19 degrees 54 minutes 47 seconds West a distance of 75.28 feet; thence South 06 degrees 40 minutes 12 seconds West a distance of 142.89 feet; thence South 18 degrees 02 minutes 30 seconds East a distance of 74.91 feet; thence South 33 degrees 23 minutes 29 seconds West a distance of 40.25 feet, more or less, to the northerly right-of-way line of Hermantown Road and there said easement centerline terminating.

Also subject to an easement for Lavaque Road along the westerly side thereof Hermantown Road along the southerly side thereof and any other easements of record, if any.

Parcel: 395-0010-07812

Location Map



SURVEY FOR: KASKI INC.—STEVEN KASKI
 2321 WEST 1ST STREET
 DULUTH, MN 55806

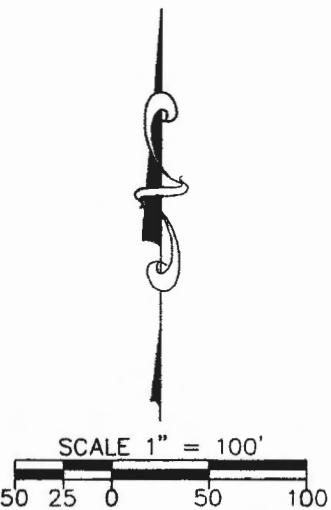
SURVEY OF: SKETCH MAP OF THREE PROPOSED TRACTS LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 50, RANGE 15, ST. LOUIS COUNTY, MINNESOTA.

STRAIGHTLINE SURVEYING, INC.

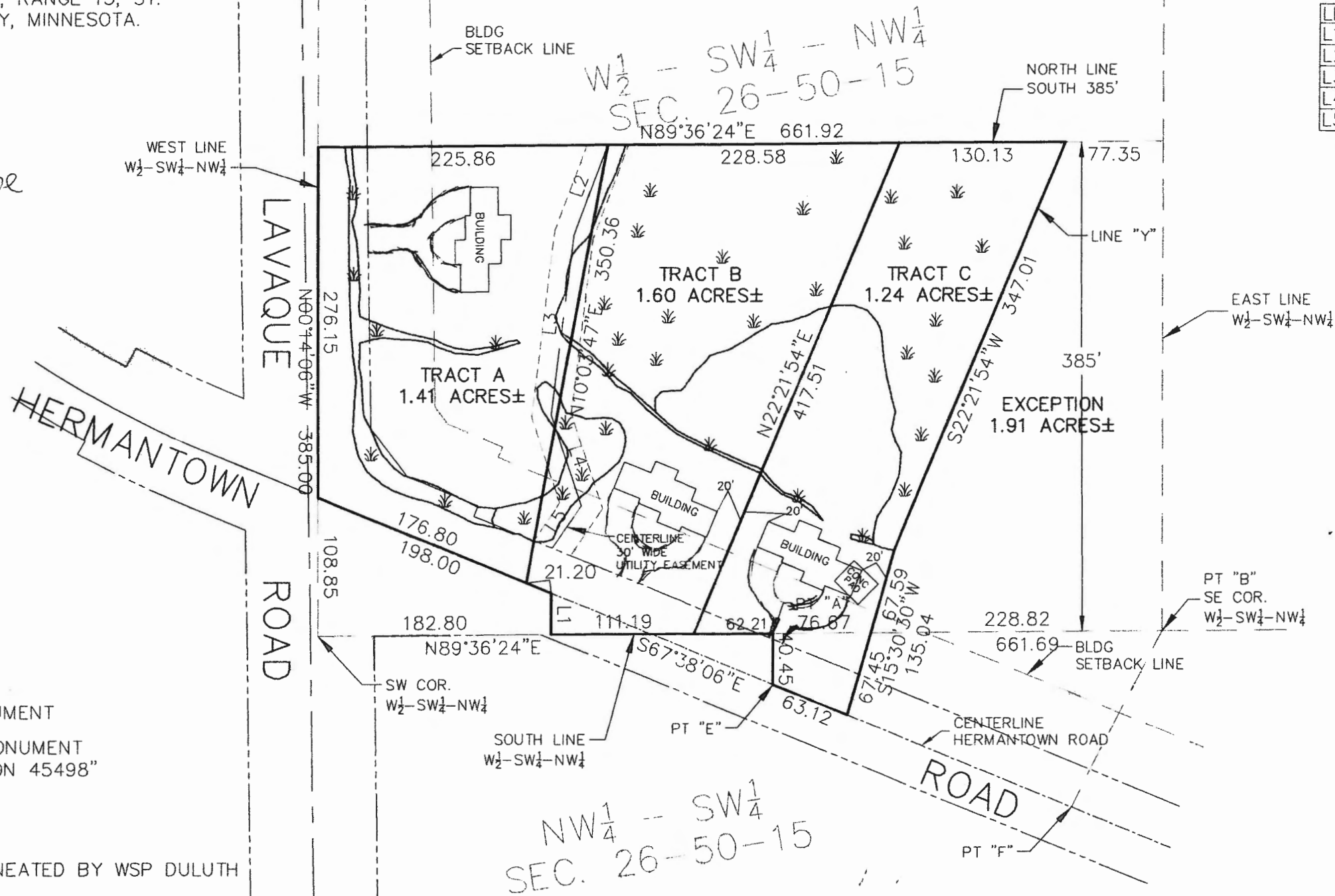
P.O. Box 510, 500 Foltz Blvd Telephone: (218)-485-4811
 Moose Lake, MN 55767 Fax: (218)-485-4811
 E-MAIL: banderson@straightlinesurveying.com

LINE	BEARING	DISTANCE
L1	S00°14'06"E	32.25
L2	S19°54'47"W	75.28
L3	S06°40'12"W	142.89
L4	S18°02'30"E	74.91
L5	S33°23'29"W	40.25

24' Entrance
 on each side



- DENOTES FOUND IRON MONUMENT
- DENOTES 1/2" IRON REBAR MONUMENT SET AND CAPPED "ANDERSON 45498"
- × DENOTES 60d SPIKE SET
- △ DENOTES "MAG" NAIL SET
- ☼ DENOTES WETLAND AS DELINEATED BY WSP DULUTH



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Benjamin H. Anderson
 Benjamin H. Anderson

45498
 License No.

11-16-2020
 Date

2020-281
 Job No.

NONE
 Book No.



FRONT VIEW



REAR VIEW

REVISION TABLE			
NUMBER	DATE	REVIEWED BY	DESCRIPTION

PAGE TITLE

DRAWINGS PROVIDED BY:

DATE:

2/8/2021

SCALE:

SHEET:

P-1

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



DATE: February 24, 2021 **Meeting Date:** 3/1/21
SUBJECT: Keene Creek Park Trail – Accept **Agenda Item: 12-H** **Resolution 2021-34**
Plans & Specs & Advertise for
Bids

REQUESTED ACTION

Approve final plans and specifications and order advertisement for bids for Keene Creek Park Trail

BACKGROUND

The council approved the engineer to prepare a feasibility report July 20, 2020 for a trail connection between Morris Thomas Road and Keene Creek Park. (Res. 2020-99). The report was received and the engineer was directed to prepare final plans and specifications on December 21, 2020. (Res. 2020-180).

Advertise	March 4, 11, and 18 th
Bid Opening	March 25 th
Award Contract	April 5 th
Begin Construction	ASAP after April 5 th
Construction Complete	June 30, 2021

The final plans and specifications will be on file with the City Clerk.

SOURCE OF FUNDS (if applicable)

Park Dedication
GMPTC Grant

ATTACHMENTS

Resolution No. 2021-34

**RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR KEENE CREEK PARK TRAIL**

WHEREAS, Northland Consulting Engineers LLP prepared final plans and specifications for providing a trail connection between Morris Thomas Road and Keene Creek Park (“Project”); and

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

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

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for construction of the improvements described in such final plans and specifications; 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 final plans and specifications prepared by Northland Consulting Engineers LLP are hereby approved and ordered placed on file in the office of the City Clerk.
2. The City Clerk is hereby directed to file such final plans and specifications in the permanent records of the City.
3. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper, and in the Construction Bulletin an advertisement for bids for Keene Creek Park Trail in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on **March 4, 2021, March 11, 2021, and March 18, 2021** and published in the Construction Bulletin.
4. 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, March 25, 2021, at 10:00 a.m.**, that the tabulated bids will be considered at the City Council meeting on **April 5, 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.
5. The notice 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 March 1, 2021.

EXHIBIT A

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, March 25, 2021** for the construction of Keene Creek Park Trail. 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, Minnesota Builders Exchange, and QuestCDN (Quest eBidDoc™ #7564873). Major work items include: construction of a bituminous paved trail approximately 2,300 LF, clearing & grubbing, culverts, and concrete pad.

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 (Quest eBidDoc™ #7564873). 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, 5105 Maple Grove Road, Hermantown, MN 55811. 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, March 25, 2021** at the Hermantown Government Services Building. **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