



Hermantown City Council Work Session– March 29, 2021

Because of attendance limitations at the regular meeting location due to the health pandemic, Hermantown’s March 29, 2021, City Council Work Session will be conducted both remotely and with limited access to Council Chambers.

We will utilize the platform “Zoom” – which allows the public to view and/or hear the meeting from their phone or computer.

The 4:30 p.m. City Council Work Session will be available at:

Join Zoom Meeting

<https://us02web.zoom.us/j/86570754560?pwd=VS93bGpDb0tDVHo4RXEremYwRG5sQT09>

Meeting ID: 865 7075 4560

Passcode: 104257

One tap mobile

+13126266799,,86570754560#,,,,*104257# US (Chicago)

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

There is no public comment scheduled during a work session but the public is invited to listen to this meeting.

**CITY COUNCIL
WORK SESSION AGENDA
Conducted via Zoom**

MONDAY, March 29, 2021 at 4:30 P.M.

DISCUSSION ITEMS

1. City Council Priorities Review - Attachment
2. Update on Community Recreations Initiative
(Including more in-depth survey results)
3. Broadband Attachment
4. Naming Rights
5. Legal Services RFP – Timing Attachment
6. Recess

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



DATE: March 23, 2021 **Meeting Date:** 3/29/21

SUBJECT: Council Priorities **Agenda Item: 1-** **Discussion-**

REQUESTED ACTION

No action required – Discussion and possible further direction.

BACKGROUND

On January 25, 2021, the City Council had a work session where you identified some projects and issues that you hoped to see address during the next two to four years (the remainder of your term of office). The City Council listed 16 items. You were then asked (forced) to pick your top 4 in order.

I have tabulated those results in the Exhibit 1 below.

The list does have some overlap (for example: the Community Recreation Initiative, Trails as part of the Community Recreation, and the 3 components). However, clearly that was the most important item from the City Council.

Also, the items listed vary from being very specific (exempt seasonal agricultural watering from sewer charge) to general broad policy issues (public safety resources and affordable housing). Also this list included every item identified by individual council members. The purpose of forcing you to rank the items was to get a sense of what items were important to all of the Council members. While we will attempt to address as many issues we can over the next 4 years, but all of this will have to fit into all of the other day to day work.

I have started a status report (Exhibit 2). In this report, I listed a couple of actual steps that have been taken or planned. In some cases, I listed a general idea/timeframe to address some issues. This status report in in no way intended to be an exhaustive report on the status of each item.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Exhibit 1

**City Council Priority Planning
 January 25, 2021**

	Total Votes Cast	Total Vote Value	Average Score
Community Rec int. bonding and sales tax	4	16	3.2
Broadband	4	11	2.2
Zip code – as it relates to Sales Tax	3	6	1.2
Comp community strategic plan (heavy community involvement)	2	6	1.2
Trails as part of the Community Recreation	1	4	0.8
LGA dollars – change formula	3	3	0.6
Recruit business proactively	2	3	0.6
RE-start Advance Hermantown – create new destiny drivers	1	1	0.2
3 components (Ice Arena, Trials, Fichtner Park)		0	0
Hermantown Dog Park		0	0
Blandin Leadership Program		0	0
Housing – PUD, different options/standards for developers		0	0
Exempt seasonal agriculture watering from sewer charges (swimming pool)		0	0
Public safety resources		0	0
Water/Sewer extensions		0	0
Affordable housing		0	0

Exhibit 2

**2021 Priorities Update
 3/25/2021**

Topic	Score	Status
Community Rec int. bonding and sales tax (3 components Ice Arena, Trials, Fichtner Park)	3.2	3/1/21 – Survey completed 3/19/21 – Included in House Tax Division Report (Ice Arena & Trials only -excluded improvements to Fichtner Park) 3/25/21 – Hearing before Senate Tax Committee
Broadband	2.2	3/29/01 – Council to review draft policy and grant agreement for Mediacom “Field of Dreams” project 3/29/21 – Council to review proposal to create Task Force through 12/31/24 to develop strategy and make recommendations on how to improve service to “unserved” or “underserved” areas
Zip code – as it relates to Sales Tax	1.2	3/1/21 – Sales Tax Report presented to City Council. Reviewed chart and data from 3 rd qtr 2018 which showed we are collecting sales tax from businesses whose primary location is outside Hermantown. In addition, we are collecting sales tax from internet-based companies. We will provide some additional history of the City’s past attempts for you in the near future.
Comp community strategic plan (heavy community involvement)	1.2	2 nd Qtr 2021 – Lets develop a budget impact and identify possible consultants to assist in the planning effort for 2022
Trails as part of the Community Recreation	0.8	6/30/21 - Segment from Stebner/Maple Grove intersection to Hermantown Road at Engwalls to be completed (grant funded – no additional local taxes)

Topic	Score	Status
		6/30/21 - Segment from Morris Thomas to Parking lot in Keene Creek Park to be completed (grant funded – no additional local taxes)
LGA dollars – change formula	0.6	
Recruit business proactively	0.6	3/25/21 – Begin discussion of HEDA Strategic Plan
RE-start Advance Hermantown – create new destiny drivers	0.2	
Hermantown Dog Park	0	Identify project in Capital Improvement Plan – How might this fit into the larger Park Master Plan and desire to upgrade Fichtner Park
Blandin Leadership Program	0	
Housing – PUD, different options/standards for developers	0	4/6/21 – Planning Commission work session to discuss survey results and initial review of how other communities handle these types of situations. 6/30/21 - PUD Study to be completed
Exempt seasonal agriculture watering from sewer charges (swimming pool)	0	
Public safety resources	0	We will be reviewing the status and future of the City’s financial plan in the 2 nd and 3 rd quarters
Water/Sewer extensions	0	Work Session in 3 rd qtr – discuss options – direct City Engineer to prepare feasibility reports on specific targeted areas as directed by City Council. The report will help us understand where the City might maximize the return on the investment and where the greatest need is. We should also review status of revenue vs obligations on existing sale tax. This could potentially help inform and shape a comprehensive plan.
Affordable housing	0	This could perhaps be part of a larger discussion as part of HEDA’s strategic plan or the City’s comprehensive plan.

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



DATE: March 24, 2021 **Meeting Date:** 3/29/21

SUBJECT: Broadband Policy **Agenda Item: 2-** **Discussion -**

REQUESTED ACTION

No specific action at this time – discuss and provide any additional direction

BACKGROUND

We began drafting this policy based on the Mediacom “Field of Dreams” state broadband grant to expand improved internet service in the western portion of the city.

The immediate goal of this policy is to provide the legal and political base to consider and approve a grant to Mediacom for its proposed broadband expansion in the Midway Road area of the City. The second goal of this policy is to create a task force to study the broadband issues in the city and figure out a way to address the issues. The grant amounts and criteria can and will be changed as the result of the activities of the task force but we need them in order to do the grant to Mediacom.

With the passage of the American Rescue Act which will provide some additional one-time revenue from the Federal Government, staff is recommending that the City use a significant portion of that money to advance the City Council’s priority of improved internet.

A primary task of the Task Force would be to develop a better understanding of the levels of service of internet speeds and providers. The task force would also be charged with looking a strategies to expand internet services using providers. The task force would also make recommendations related to grants that the City could provide to assist in that expansion. It is intended that this task force would remain in place until December 31, 2024.

I am attaching a draft grant agreement that we will be asking you to consider/approve on April 5th for the Mediacom expansion project. While the particulars would change, this would be model for future grants by the City.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Broadband Policy
Draft Grant Agreement

**CITY OF HERMANTOWN
BROADBAND POLICY**

1. **Introduction.** The City of Hermantown recognizes that the State of Minnesota has by Minnesota Statutes § 237.012, a copy of which is attached hereto, established broadband goals for the State of Minnesota (“Broadband Goals”). The City Council of the City of Hermantown desires to assist the State in reaching the Broadband Goals by:

1.1. Providing grants to assist with broadband infrastructure acquisition and installation costs.

1.2. By creating a Hermantown Broadband Task Force to inventory existing broadband infrastructure and existing broadband providers in Hermantown, identify areas within the City of Hermantown that are underserved or unserved by broadband and create a strategy for providing broadband service to underserved and unserved areas.

2. Broadband Task Force

2.1. Creation.

2.1.1. **Task Force Creation and Duration.** A Hermantown Broadband Task Force is hereby created. The term of the Broadband Task Force shall end on December 31, 2024, unless the term is extended by resolution of the Hermantown City Council.

2.1.2. **Membership.** The Broadband Task Force shall consist of seven (7) members. The members must live within the City of Hermantown. Members shall be appointed by the Council following nomination by the Mayor, provided that at least one (1) City Councilor or Mayor shall be a member of the Broadband Task Force. The City Councilor or Mayor member of the Broadband Task Force shall have the right to vote. The City Councilor or Mayor member shall be appointed by the Mayor. A Chairperson and the Secretary of the Broadband Task Force shall be chosen from and by the Broadband Task Force annually to serve for one year. Members, other than the City Councilor or Mayor member, may be removed by a majority vote of the City Council. The City Council may remove any member, other than the City Councilor or Mayor member, for good cause. For purposes of this section, “good cause” shall include failure to regularly attend meetings of the Broadband Task Force or the failure to live in the City of Hermantown.

2.1.3. **Terms.** Members of the Broadband Task Force, except a City Councilor or Mayor, shall be appointed for a term expiring on December 31, 2024. Any vacancy occurring in the membership of the Broadband Task Force, other than a City Councilor or Mayor member, shall be filled, for the unexpired term only, by the City Council upon the nomination of the Mayor. The terms of the City Councilor or Mayor member shall be until his/her successor is appointed or his/her term as City Councilor or Mayor expires, whichever is shorter.

2.1.4. **Compensation.** Members of the Broadband Task Force shall serve without pay. Mileage and expenses shall be reimbursed according to existing City of Hermantown policy.

- 2.1.5. **Legal Counsel.** The City Attorney shall act as the legal adviser to the Broadband Task Force.
- 2.1.6. **Meetings.** All meetings of the Broadband Task Force shall be open to the public, unless any meeting or portion thereof may be closed pursuant to the Minnesota Open Meeting Law, as it may be amended from time to time. The Broadband Task Force shall make available to the public attending the meeting any materials required by law. The Broadband Task Force shall make and keep minutes of its meetings identifying the time, location, and members present. The Broadband Task Force shall make and keep records of any votes or decisions or any other official actions.
- 2.1.7. **Quorum.** No action of the Broadband Task Force may be taken without a quorum. For purposes of this section, “quorum” shall mean a majority of the members of the Broadband Task Force.
- 2.1.8. **Rules and Procedures.** The Broadband Task Force shall adopt rules and procedures for the conduct of business, and amend such rules and procedures, as it becomes necessary.
- 2.1.9. **Reports/Applicable Law.** The Broadband Task Force shall submit an annual report to the City Council in December, detailing the Broadband Task Force’s activities. In exercising its authority, the Broadband Task Force shall proceed in accordance with applicable Hermantown Ordinances, State or Federal Law.
- 2.2. **Jurisdiction and Duties.** The Broadband Task Force shall be charged with the following duties:
 - 2.2.1. Inventory existing broadband infrastructure.
 - 2.2.2. Inventory existing broadband providers.
 - 2.2.3. Identify areas within the City of Hermantown that are underserved or unserved by broadband.
 - 2.2.4. Create a strategy for providing broadband service to underserved or unserved areas of the City of Hermantown.
 - 2.2.5. Subject to the approval by the City Council, apply for and accept grants to provide funds to enable it to perform its duties. Any grant agreement must be approved by the City Council.
 - 2.2.6. Make recommendations for modifications to the Grant Program described in Section 4 hereof that are needed from time-to-time.
3. **Funding.** The City Council hereby creates the Broadband Task Force Account within the City of Hermantown and hereby transfers Fifty Thousand and No/100 Dollars (\$50,000.00) to such account for use by the Broadband Task Force in performing its duties. All expenditures from the Broadband Task Force Account are subject to all rules governing expenditures by the City of Hermantown and are subject to approval by the City Council.

4. **Grant Program.**

- 4.1. **Authority.** The City of Hermantown is authorized by Minnesota Statutes § 412.221, Subd. 32, to provide benefits for residents, trade and commerce and pursuant to Minnesota Statutes § 412.221, enter into such contracts as may be deemed necessary if desirable to provide such benefits.
- 4.2. **Grant Program.** The City of Hermantown shall provide broadband infrastructure grants in the amount up to Forty Thousand and No/100 Dollars (\$40,000.00) (“Hermantown Broadband Grants”) per applicant. Notwithstanding the foregoing, the maximum number of grants provided by the City of Hermantown under this Section 4 shall not exceed five (5) and the aggregate amount of grants provided by the City of Hermantown under this Section 4 shall not exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00).
- 4.3. **Purpose and Intent.** The purpose and intent of the Hermantown Broadband Grants is to provide funds to be used as a match required to obtain a Border to the Border Broadband Development Grant (“State Grant”) from the Department of Employment and Economic Development’s office of Broadband Development for the construction of broadband infrastructure within the City of Hermantown.
- 4.4. **Maximum Grant.** The maximum Grant to a provider receiving a Grant is limited to Two Hundred and No/100 Dollars (\$200.00) per person who is able to be served by the infrastructure constructed with the proceeds of the Grant up to a maximum Forty thousand and no/100 Dollars (\$40,000.00)
- 4.5. **Distribution.** The Hermantown Broadband Grants will be distributed after the project funded by the State Grant is fully completed.
- 4.6. **Grant Recipient Requirements.** The Grant recipient must demonstrate that it has the financial and technical capability to construct the Project to be funded with the State Grant and provide the internet service to the individuals or businesses who will be able to be served by the broadband infrastructure.
- 4.7. **Grant Agreement.** The Hermantown Broadband Grant recipient will enter into a Grant Agreement with respect to the Hermantown Broadband Grant that includes provisions required by law and that incorporates the required terms of this policy.
- 4.8. **Amendment.** This Grant Program may be amended from time-to-time to reflect the needs and resources available in and to the City of Hermantown from time-to-time.

237.012 BROADBAND GOALS.

Subdivision 1. Universal access and high-speed goal.

It is a state goal that:

(1) no later than 2022, all Minnesota businesses and homes have access to high-speed broadband that provides minimum download speeds of at least 25 megabits per second and minimum upload speeds of at least three megabits per second; and

(2) no later than 2026, all Minnesota businesses and homes have access to at least one provider of broadband with download speeds of at least 100 megabits per second and upload speeds of at least 20 megabits per second.

Subd. 2. State broadband leadership position.

It is a goal of the state that by 2022 and thereafter, the state be in:

(1) the top five states of the United States for broadband speed universally accessible to residents and businesses;

(2) the top five states for broadband access; and

(3) the top 15 when compared to countries globally for broadband penetration.

Subd. 3.

[Repealed, [2013 c 85 art 3 s 28](#)]

History:

[2010 c 277 s 1](#); [2016 c 189 art 5 s 9](#)

GRANT CONTRACT AGREEMENT

Mediacom Minnesota LLC

Grant No.: _____

\$ _____

THIS GRANT CONTRACT AGREEMENT is made effective this ____ day of _____, 2021 between the City of Hermantown, a Minnesota statutory city, ("City") and Mediacom Minnesota LLC, 1504 2nd Street SE, PO Box 110, Waseca, MN 56093 ("Grantee") in response to the following situation:

A. Under Minn. Stat. § 412.221, Subd. 2 and 32, the City is empowered to enter into this grant contract agreement to assist broadband providers with eligible infrastructure acquisition and installation costs.

B. City desires to promote the expansion of access to broadband service to all areas of the City and to incent deployment of broadband infrastructure to unserved and underserved areas of the City.

C. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the City.

Grant Contract Agreement

1. Term of Grant Contract Agreement.

1.1. **Effective Date.** The date the City obtains all required signatures on this Grant Contract Agreement.

1.2. **Expiration Date.** _____, 20__, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. Government Data Practices; 10. Intellectual Property Rights; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2. Grantee's Duties.

2.1. **Duties, Deliverables, and Completion Dates.** The Grantee will perform the duties outlined in Exhibit A, which is attached and incorporated into this grant contract agreement. These exhibits are attached and incorporated into this grant contract agreement:

- EXHIBIT A – Grantee's Duties
- EXHIBIT A-1 – Project Area
- EXHIBIT B – Approved Budget
- EXHIBIT C – Project Timetable

2.2. **Provisions for Contracts and Sub-grants.**

2.2.1. **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable City and federal laws.

2.2.2. **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are timely paid for their work that is satisfactorily completed.

3. **Time.** The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4. **Consideration and Payment.**

4.1. **Consideration.** The City will pay for all services performed by the Grantee under this grant contract agreement as follows:

4.1.1. **Compensation.** The Grantee will be paid \$_____ for services performed upon the final completion of the Project.

4.1.2. **Total Obligation.** The total obligation of the City for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$_____.

5. **Conditions of Payment.** All services provided by the Grantee under this grant contract agreement must be performed to the City's satisfaction, as determined at the sole discretion of the City's Authorized Representative and in accordance with all applicable federal, City, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the City to be unsatisfactory or performed in violation of federal, City, or local law. Payment will be made within thirty (30) days of receipt by City of a Certificate of Completion in the form of the one attached hereto as Exhibit E.

6. **Authorized Representative.**

6.1. The City's Authorized Representative is John Mulder, 5105 Maple Grove Rd, Hermantown, MN 55811, 218-729-3600, jmulder@hermantownmn.com or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the City's Authorized Representative will certify acceptance on each invoiced reimbursement request submitted for payment.

6.2. The Grantee's Authorized Representative is _____,
_____ and phone: _____,
_____@_____.com. If the Grantee's Authorized Representative

changes at any time during this grant contract agreement, the Grantee must immediately notify the City.

7. Assignment, Amendments, Waiver, and Grant Contract Agreement Complete.

7.1. **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the City, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2. **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

7.3. **Waiver.** If the City fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the City's right to enforce it.

7.4. **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the City and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8. **Liability.** The Grantee must indemnify, save, and hold the City, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the City, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees.

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

10. **Intellectual Property Rights.** For the purposes of this grant contract agreement, Project Materials means copyrights and all works developed in the performance of this grant contract 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 Grantee developed, acquired or otherwise owned or had a license to use prior to the date of this grant contract agreement. All Project Materials are agreed by Grantee to be "works made for hire" as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Grantee 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. Grantee shall provide City with copies of all Project Materials. Upon request by Grantee, City may authorize Grantee to use specified Project Materials to evidence Grantee's progress and capability. In all such uses of Project Materials by Grantee, reference shall be made to City and the Project and that the Project Materials are owned by City. Grantee also acknowledges and agrees that all names and logos provided to Grantee by City for use in connection with the Project are and shall remain the sole and exclusive property of City.

11. **Workers Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered City employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence.

12. **Standard of Performance and Insurance; Indemnity.** All services to be performed by Grantee hereunder shall be performed in a skilled, professional and non-negligent manner. Grantee shall obtain and maintain at his/her/its cost and expense Commercial general liability insurance that covers the Grantee services performed by Grantee for City with a per occurrence limit/general aggregate limit of liability of at least Two Million Dollars (\$2,000,000.00).

Grantee shall deliver to City, concurrent with the execution of this grant contract agreement, one or more certificate(s) of insurance evidencing that Grantee has the insurance required by this grant contract agreement in full force and effect. City shall be named as additional insured under such Grantee's commercial general liability policy. The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any 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. Grantee 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 Grantee.

13. **Publicity and Endorsement.**

13.1. **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the City as the sponsoring agency and must not be released without prior written approval from the City's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by City grant appropriation must publicly credit the City of Minnesota, including on the grantee's website when practicable.

13.2. **Endorsement.** The Grantee must not claim that the City endorses its products or services.

14. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out

of this grant contract agreement, or its breach, must be in St. Louis County District Court sitting in Duluth, Minnesota.

15. **Termination.**

15.1. **Termination by the City.** The City may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** The City may immediately terminate this grant contract agreement if the City finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The City may take action to protect the interests of the City of Hermantown, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the City, to federal and City tax agencies and City personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and City tax laws which could result in action requiring the Grantee to file City tax returns and pay delinquent City tax liabilities, if any.

17. **Accounting.** For all expenditures of funds made pursuant to this grant contract agreement, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Grantee have executed this Grant Contract Agreement as of the date first above written.

CITY:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

GRANTEE:

[Name]

By _____
Its _____

EXHIBIT A
GRANTEE'S DUTIES

The Grantee will:

1. Administer the project in accordance with the requirements of the Minnesota Border-to-Border Broadband Development Grant Agreement (“State Grant Agreement”) dated _____. Mediacom Minnesota LLC is expected to invest \$1,249,503.00 in overall eligible expenditures in the partial St. Louis County in Northland Minnesota, including the \$_____ match of City grant funds.
2. Acquire, construct, install broadband infrastructure and provide access to broadband service to ___ passings in the City of Hermantown as outlined in Mediacom Minnesota LLC’s Broadband Grant Application for the State Grant Agreement at or above 25 Mbps download and at least 3 Mbps upload speeds at retail prices stated in the State Grant Application, with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload. The project area includes an area within the City of Hermantown identified on Exhibit A-1. Construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of both “middle mile” and “last mile” infrastructure; equipment (including fiber); and installation and testing of the broadband service.
3. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement. Accounting methods must be in accordance with generally accepted accounting principles.
4. Complete the project in accordance with the approved budget within the time frames specified in this grant contract agreement. See Exhibit B for Budget and Exhibit C for Timetable.
5. Promptly notify the City of any proposed material change in the scope of the project, budget or completion date, which must be approved by the City, prior to implementation.
6. Have on file the necessary documentation to show that all project funds have been used for the items stated in the application.
7. Adhere to all other requirements of this State Grant Agreement and the City grant contract agreement.

EXHIBIT A-1
PROJECT AREA

EXHIBIT B
APPROVED BUDGET

Sources and Uses of Broadband Grant Funds and Match for the Project

Project Budget					
Use of Funds (Activity-Category)	Amount	Source of Funds (City Grant/Local Match)		Percent Match City/Local	Date Funds Committed
		City	Local		
Labor Costs	\$ 872,123.00	\$ 436,061.00	\$ 436,062.00	50/50	Upon Grant Award
Material Costs	\$ 310,598.00	\$ 155,299.00	\$ 155,299.00	50/50	Upon Grant Award
Installation Costs	\$ 66,782.00	\$ 33,391.00	\$ 33,391.00	50/50	Upon Grant Award
TOTAL	\$ 1,249,503.00				
Sources of Funding		Amount	% of Project		
State Grant Request	\$		___%		
Mediacom Investment	\$		___%		
City of Hermantown Grant	\$		___%		

EXHIBIT C
PROJECT TIMETABLE

Name of Applicant: Mediacom Minnesota LLC		
Name of Project: Field of Dreams – Hermantown, MN		
Overall Timeline for Project:	Start Date: (month/year)	Complete: (month/year)
	March 2021	December 2022
Individual Milestones for Project: Include all planning, procurement, construction, installation, testing and customer turn-up activities	Est. Start Date (month/year)	Est. Complete Date (month/year)
Walk-out, FTTH Design, and Material Procurement.	March 2021	December 2021
Construction, Installation and splicing, turnup, testing and customer installation.	May 2022	December 2022

EXHIBIT D
CONFLICT OF INTEREST DISCLOSURE FORM

This form gives grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant.

All grant applicants must complete and sign a conflict-of-interest disclosure form.

- Neither my grant organization nor I have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- My grant organization or I have an ACTUAL or POTENTIAL conflict of interest. (Please describe below):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name

Signature

Organization

Date

EXHIBIT E
CERTIFICATE OF COMPLETION

Date of Issuance: _____, 20__

This Certificate of Completion is made with reference to the following facts:

_____ (hereinafter the “Grantee”) entered into a Grant Contract Agreement (hereinafter referred to as “Grant Contract Agreement”) with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the “City”), with respect to the expansion of broadband services by Grantee in the City.

The undersigned parties hereby certify that the following facts and representations are true and correct:

1. The expansion of broadband services described on Exhibit A of the Grant Contract Agreement have been completed strictly in accordance with the Grant Agreement Contract. The date of completion is hereby established as of _____, 20__.
2. All capitalized terms when used herein shall have the meaning given them in the Grant Contract Agreement.

[Grantee Name]

By _____
Its _____

[Grantee’s Engineer]

By _____
Its _____

City of Hermantown

**Legal Services
Request for Proposals**

June xx, 2021

TENTATIVE SCHEDULE

City Council Approval of RFP	June 7, 2021
Distribute/Advertise RFP's	
RFP Submittal Deadline	July 8, 2021
Staff Review of Proposals	July
Staff Interviews	July
City Council Interviews	August
City Council Approval	September
Start	As negotiated.

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1. INTRODUCTION

The City of Hermantown is requesting proposals for legal services from firms experienced in municipal law. Proposals shall include general municipal representation on civil matters.

This request has been prepared by the City of Hermantown to retain the services of legal consultants for general legal services

CITY INFORMATION

The City of Hermantown is located in northeastern Minnesota near the shores of Lake Superior. Situated adjacent to the City of Duluth, in St. Louis County, the community of Hermantown has the advantage of being close to major shopping (Miller Hill Mall) and entertainment facilities of a larger city, while maintaining a rural setting. This advantage has served the community well with its thriving economy, quality educational system and growing population, while helping provide a quality of life unequalled elsewhere in this region.

The city's estimated population is 9,539 (2017 Estimate).

1. City Organization - The City of Hermantown is as a statutory, Plan A City and has a Council/Administrator form of government. The City provides a full array of municipal services and general administrative functions.
2. City Council - The Hermantown City Council is the final review and approval authority regarding all contracts, payments, plans, improvements, policies, procedures, and other business of the City. The City Council, composed of four members and the Mayor, is the legislative and policy making body of the City. The Mayor, who presides over City Council meetings, is elected at large for a four-year term. The Councilmembers are also elected at large for four-year terms. The current composition of the City Council is as follows:

Name	Title	Term Expires
Wayne Boucher	Mayor	December 31, 2024
John Geissler	Councilmember	December 31, 2024
Gloria Nelson	Councilmember	December 31, 2022
Natalie Peterson	Councilmember	December 31, 2022
Grant Hauschild	Councilmember	December 31, 2024

3. City Council meetings are held on the first and third Monday's of each month. Planning Commission meetings are held the third Tuesday of each month. The Hermantown Economic Development Authority (HEDA) meetings are on the fourth Thursday of the month.
4. City Administrator - The City Administrator reviews and coordinates all matters coming before the City Council. He is responsible for the implementation of Council direction and the coordination and management of City departments on a daily basis.

5. City Staff - The City Administrator implements Council direction through the Department Directors.

2. INSTRUCTIONS FOR PROPOSERS

- A. All legal firms may submit a proposal for one or both of the legal positions. However, if a firm wishes to submit a proposal for both of the legal positions, it must do so separately. A single proposal addressing more than one position will not be accepted. One proposal must be submitted for each legal service position.
- B. All proposals must be sent as a PDF document via email to John Mulder, City Administrator, jmulder@hermantownmn.com. Questions about the proposal and RFP process may also be directed to Mr. Mulder.
- C. The City is requesting all proposals be submitted via email; thus, no paper copies of the proposal(s) need to be printed or mailed to the City.
- D. To ensure fairness and uniformity, firms submitting responses should contact only Mr. Mulder with questions, concerns, or comments.
- E. All proposals must be received no later than 4:00 p.m. on **Thursday, July 8, 2021**.

3. PUBLIC RECORDS AND PROPRIETARY MATERIAL

Respondents are required to complete the attached Form of Consent for Release of Response Data (Exhibit "A"). Respondents should be aware that any records they submit to the City, or that are used by the City even if the respondents possess the records may be public records. The City will promptly disclose public records upon request unless a statute exempts them from disclosure. Proponents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. *Exemptions, including those for trade secrets and "valuable formula," are narrow and specific. Proponents should clearly mark any record they believe is exempt from disclosure.*

Upon receipt of a request for public disclosure, the City will notify the proponent of any public disclosure request for the proponent's submittal. If the proponent believes its records are exempt from disclosure, it is the proponent's sole responsibility to pursue a lawsuit to enjoin disclosure. It is the proponent's discretionary decision whether to file such a lawsuit. However, if the proponent does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

4. PROPOSAL CONTENT

- A. Title Page:
Show the RFP subject, the name of the firm, local address, telephone number, email, website, name of contact person and the date.

B. Table of Contents:

Include a clear identification of the material by section and page number.

C. Description and overview of Professional Legal Services:

Proposal shall include:

1. A brief background and history of the Firm.
2. The areas of expertise and general services available.
3. The general qualifications of the firm as related to municipal law services.
4. The proposal should address each of the activities outlined in the scope of work. The proposal should expand upon each item and set forth the firm's approach/ability to carry out each activity.
5. The name, experience and qualifications of the person or persons who will be responsible for fulfilling the obligations to the City, including a brief resume for each.
6. The qualifications and resumes of other professional staff that will be responsible for providing professional legal services for which the City will be charged.
7. The availability of the aforementioned staff.
8. List and describe any previous or current experience in municipal legal services, specify activities performed, and the name of a person and a telephone number who may be contacted at the municipality.
9. Other background or experience which may be helpful in evaluating your proposal. Background or experience in the areas of land use regulation, general and public contracting, annexation, real estate, labor relations, public employment, and municipally related litigation will be of special interest in evaluating proposals.
10. A list of previous or current activities performed for the City of Hermantown.
11. Define any potential conflicts of interest the firm may have providing services to the City.
12. Describe your research capabilities, and the references that you utilize.
13. Detail your capability to maintain a proper response time for legal reports and memos as well as inquiries and questions from the City submitted by telephone or e-mail.
14. Provide a detailed description and explanation of all fees and/or charges that may arise for provided municipal legal services. How are increases in fees and charges communicated to the City? As the City is also interested in exploring fee arrangements other than an hourly rate, indicate what alternate billing arrangements you would be willing to consider and under what circumstances they would be most appropriate.

15. Office(s) location.

16. Professional Liability (E&O) Insurance.

**Please note that when the contract is negotiated with the successful bidder, there may be other provisions required with regard to professional liability insurance.*

Bidder is required to maintain insurance protecting it from all claims the Bidder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Bidder's professional services required under the contract.

Contractor is required to carry the following limits:

- \$2,000,000 – per claim or event
- \$4,000,000 – annual aggregate
- Any deductible will be the sole responsibility of the Bidder and may not exceed \$50,000 without the written approval of the City.
- The retroactive or prior acts date of such coverage shall not be after the effective date of the contract and the Bidder shall maintain such insurance for a period of at least (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Bidder to fulfill this requirement.

D. Firm Qualifications: Provide the names and telephone numbers of three client references the City may contact. Municipal references are required. If the firm has represented any Minnesota municipalities or governmental agencies from 2015 through the present, state the name of that agency, and the name, title, and telephone number of a reference at that agency whom the City may contact. If the firm has represented such an entity but does not wish the City to contact the entity, list the name of the municipality or agency, and state your reasons why no contact is requested.

E. Fees

Identify in your proposal which of the following billing options you will offer:

1. The retainer fee to be charged for general governmental services and the items covered by the retainer. Also, state separately the rate for any firm cost items to be billed (i.e. photocopying, Westlaw, or Lexis fees, etc.)
2. Your proposal for the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing the legal services to the City of Hermantown covered by your proposal. For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g., phone calls, correspondence, personal conference. Also state separately the rate for any firm cost items to be billed (i.e., photocopying, Westlaw or Lexis fees, etc.)

Under option b, the City requires detailed monthly billing statements which shall include, but are not limited to the following items:

1. Itemizes the date of services.
2. Identifies the attorney and/or support personnel providing the services.
3. Lists time spent for each service or activity by tenths of an hour.
4. Provides a detailed description of the services performed, including a clear identification of the subject of the service, such as a file number, address, or other clear identifying information.
5. States the fees for those services.
6. Organizes billing for general corporate work by department, type of services, and/or project.
7. Itemizes all associated costs and expenses related to the services performed.

If another billing format will be proposed, please describe that format and provide a sample.

5. **SCOPE OF WORK:**

City Attorney/General Legal Services

SERVICES TO BE PERFORMED

- A. Attend and be prepared to give legal and parliamentary advice at two regular meetings and when needed at special meetings of the City Council Agenda sessions each month.
- B. Prepare for and attend two daytime preliminary agenda work session meetings per month.
- C. Attend City Committee and Commission meetings when necessary to the extent of current practices.
- D. Advise the City Council, Mayor, City Administrator and City Clerk as to construction of statutes and other principals of law pertaining to cities.
- E. Draft City Ordinances and Resolutions.
- F. Review contracts proposed to be entered into by the City when such contracts are prepared by the other party.
- G. Confer with the Mayor, City Clerk, Planning Consultant and City Administrator for routine City matters.
- H. Expend up to 25 hours per year in preparing standard forms and developing practices and procedures for routine matters.

Scope of Work: General Legal Services/City Attorney

- a. Legal Action: The City Attorney's office is involved in any civil action brought against the City that is not covered by liability insurance. These primarily have to do with actions being brought as a result of action of the Planning Commission and City Council whereby a developer or applicant requests the court that the action be overturned. Other civil

actions include condemnation for street and utility right-of-way, actions being brought either by or against the City regarding nuisance issues, and injunctions brought for or against the City where Hermantown's liability insurance carrier defends the claims.

b. Advisor to the City Council, Committees and Staff: The City Attorney also acts as advisor to the City Council and their advisory committees, such as the Planning Commission, the Park Board, Utility Commission and other committees and staff. These functions include attending and reviewing minutes for the Regular City Council meetings and Planning Commission meetings and attending other committee meetings as are requested by the City Administrator or City Council. These activities include the preparation of opinions on miscellaneous legal issues including zoning, platting, the issuance of permits, procedural matters dealing with operation of the City Council and Planning Commission and other committees.

c. Improvement and Redevelopment Projects: The City Attorney's office is involved in assistance with improvement projects including sanitary sewer, water, storm sewer and street improvements. These functions include the acquisition and negotiation for all easements for street and utility purposes including condemnation where necessary, assistance in assessment issues including the preparation of assessment rolls and advising the Council in assessment hearings and other proceedings. In addition, the firm will handle all assessment appeals to the District Court and prepare and assemble transcripts for all General Obligation bond issues in cooperation with bond counsel for the City. The firm will also provide counsel on matters of economic development activities including development, redevelopment, enforcement, and property and real estate law and acquisitions.

d. Miscellaneous Legal Issues: In addition, the City Attorney's office is involved in areas such as ordinance drafting, preparation of documents including development agreements and planned unit development agreements, preparation of agreements of a miscellaneous nature, review of transcripts for industrial revenue and tax exempt mortgage financing, negotiation for the acquisition, sale or transfer of title to personal property and land acquisition of easements by the City for miscellaneous purposes including parks, general advice to the City regarding building permits, zoning, platting, assistance with insurance issues, property maintenance and code enforcement, employee relations, etc.

6. PROPOSAL EVALUATION AND CONTRACT AWARD

- A. The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.
- B. Based upon the evaluation, the City Administrator will recommend to the City Council the selection of the firm(s) judged to be the most responsive and responsible proposer for each position. The City Council may choose to conduct interviews of those firms they deem fit. The actual selection of the firm(s) and contract awards will be made by the City Council.

- C. The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.
- D. The City of Hermantown reserves the right to reject any and all proposals or to request additional information from any or all proposers.
- E. It is anticipated that the City will establish a relationship with a selected firm for a minimum of three (3) years. A contract for one year with annual renewals is expected. Each party may terminate the contract with 90-day notice.

7. LEGAL SERVICES CONTRACT EXECUTION

A. Contract Negotiations –

Notwithstanding a contract award, the City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and the proposer(s), to whom the contract(s) is recommended to be awarded, be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another proposer or reject all of the proposals. Upon completion of negotiations agreeable to the City and proposer, a contract shall be executed.

B. Contract Ethics –

1. No elected official or employee of the City who exercises any responsibilities in the review, approval or implementation of the proposal or contract shall participate in any decision which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee or Council person or for any City employee or Council person to solicit, demand, accept or agree to accept from another person or firm, a gratuity or an offer of employment whenever a consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm(s) shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
4. The firm(s) shall not accept any client or project which, by nature, places it in an ethical conflict with its representation of the City of Hermantown.

Exhibit A
REQUEST FOR PROPOSAL (RFP)

FORM OF CONSENT FOR RELEASE OF RESPONSE DATA

_____, 2021

City of Hermantown City Clerk
5105 Maple Grove Road
Hermantown, MN 55811

Re: Request for Proposal: Attorney Services

Consent for Release of Response of Data

_____, on behalf of _____,
hereby consents to the release of its proposal in response to the Request for Proposals for Attorney Services and waives any claims it may have under Minnesota Statutes Section 13.08 against the City of Stillwater for making such information public. The foregoing consent and waiver does not extend to financial statements, if any, submitted under separate confidential cover. Such information provided under separate cover may be public data, but will be treated by the City consistent with Minnesota Statutes Chapter 13.

Signature

Printed Name

Title

Exhibit B

REQUEST FOR PROPOSAL (RFP) PROPOSED FEES

OPTION “A” – RETAINER + HOURLY FEES:

RETAINER – Please quote a retainer fee to be charged for legal services and the items noted herein that are to be covered by the retainer. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.). Clearly note any “retainer” items listed above that your firm would not provide as part of the retainer duties and prefer to bill on an hourly basis. Please be specific.

HOURLY BILLING – Please quote the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing legal services to the City of Hermantown covered by your proposal that fall outside the duties covered by the Retainer. For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference.

	2021	2022	2023
Retainer fee (monthly amount)			
Hourly Rate for Primary Attorney			
Hourly Rate for Other Attorneys (Please name):			
Hourly Rate for Support Personnel (Name or title):			
Itemized fees (please describe):			
Minimum increments of time billed for each service (list):			

Feel free to attach additional sheets to note:

- Any “retainer” items that will not be provided as part of the retainer fee but rather billed on an hourly basis
- Description of other costs items, if needed
- Any other items related to fees that you feel are pertinent in the consideration of your proposal

OPTION "B" – HOURLY FEES ONLY:

HOURLY BILLING – Please quote the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing legal services to the City of Hermantown covered by your proposal. For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.).

	2021	2022	2023
Hourly Rate for Primary Attorney			
Hourly Rate for Other Attorneys (Please name):			
Hourly Rate for Support Personnel (Name or title):			
Itemized fees (please describe):			
Minimum increments of time billed for each service (list):			

Feel free to attach additional sheets to note:

- Description of other costs items, if needed
- Any other items related to fees that you feel are pertinent in the consideration of your proposal