



Hermantown City Council Meeting – May 3, 2021

Because of attendance limitations at the regular meeting location due to the health pandemic, Hermantown's May 3, 2021, City Council Meeting will be conducted both remotely and with limited access to Council Chambers.

The City Council meeting 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 the Minnesota Department of Health, will be required.

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

<https://us02web.zoom.us/j/87460127015?pwd=L3RvQXFvWHdpbjRNNmU2TGtwYURpQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 874-6012-7015 and the passcode of 254286.

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 "May 3, 2021, Meeting." It is important to note that all comments regarding the May 3, 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 in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting. Attendees of the Pre-Agenda Meeting should expect to follow social distancing and mask guidelines.



AGENDA

Pre-Agenda Meeting Monday, May 3, 2021 at 4:30 p.m. Council Chambers 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 May 3, 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, May 3, 2021 at 4:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

**City Council Meeting May 3, 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. **21-66** Kevin Orme, Director of Finance & Administration
TO: Mayor & City Council
RE: Health Insurance
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: [Airport Zoning Update](#)
 - B. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: [Updated Five-Year Road Improvement Plan](#)
 - C. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: [New City Position](#)
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 [April 19, 2021 City Council Continuation Minutes](#)

- B. Accounts Payable** – Approve general city warrants from April 16, 2021 through April 30, 2021 in the amount of \$413,502.31

(motion, roll call)

10. MOTIONS

11. ORDINANCES

- A. 2021-03** An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 850, Speed Limits

Second Reading

(motion, roll call)

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

- A. 2021-54** Resolution Approving The Grant Between City Of Hermantown And Western Lake Superior Sanitary District

(motion, roll call)

- B. 2021-55** Resolution Authorizing And Directing Mayor And City Clerk To Execute Addendum To Engineering Contract For Road Improvement District No. 534 (Ugstad Road)

(motion, roll call)

- C. 2021-56** Resolution Approving Pay Request Number 1 For Road Improvement District No. 537 (Lavaque Junction Road) To Ulland Brothers, Inc. In The Amount Of \$38,462.73

(motion, roll call)

- D. 2021-57** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District

(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

4/15/2021	21-54	Elaine Mundle, 3989 Reinke Rd.	Bonnie Engseth, City Clerk	Appeal market value of property - 395-0010-05945	4/10/2021
4/19/2021	21-55	Russell & Lori Dahlen, 3549 Getchell Rd.	Bonnie Engseth, City Clerk	Appeal market value of property - 395-0014-00282	4/9/2021
4/19/2021	21-56	JTC Storage, 4688 Vaux Rd.	Bonnie Engseth, City Clerk	Appeal market value of property - 395-0101-00090	4/14/2021
4/19/2021	21-57	Terry Ulshafer, 5831 Highway 194	Bonnie Engseth, City Clerk	Appeal market value of property - 395-0077-00080	4/19/2021
4/20/2021	21-58	Shannon Reed, 5630 Rose Rd.	Bonnie Engseth, City Clerk	Appeal market value of property - 395-0010-02340	4/14/2021
4/21/2021	21-59	Derek Strom, 5853 Hwy. 194	Bonnie Engseth, City Clerk	Appeal market value of property 395-0077-00110	4/20/2021
4/21/2021	21-60	Eric Johnson, Community Development Director	Planning & Zoning Commission	SUB - Brad Johnson, 5233 Maple Grove Rd.	4/20/2021
4/21/2021	21-61	Eric Johnson, Community Development Director	Planning & Zoning Commission	SUB - Heather & Greg Hiner, 5273 Arrowhead Rd.	4/20/2021
4/21/2021	21-62	Eric Johnson, Community Development Director	Planning & Zoning Commission	PUD Review Updated	4/20/2021
4/21/2021	21-63	Eric Johnson, Community Development Director	Planning & Zoning Commission	Airport Zoning Discussion Power Point Presentation	4/20/2021
4/21/2021	21-64	Shannon Jackson, St. Louis County	Eric Johnson, Community Development Director	Conveyance of State Tax Forfeited Land - 395-0010-03121	4/20/2021
4/26/2021	21-65	Bonnie Engseth, City Clerk	Anne Fure, 3650 Getchell Rd.	Appeal market value of property - 395-0073-00180 DENIED	4/26/2021
4/28/2021	21-66	Kevin Orme, Director of Finance & Administration	Mayor & City Council	Health Insurance	4/28/2021

City Council Agenda Report
May 3, 2021

Communications
Agenda Item: 6-A

TO: Mayor & City Council

FROM: Kevin Orme, Director of
Finance & Administration

DATE: April 28, 2021

SUBJECT: Health Insurance



Meeting Date: 5/3/21

Agenda Item: 6-A **Communications**

REQUESTED ACTION
Informational Only

BACKGROUND

The City has been part of the Northeast Service Cooperative for some time and have been really pleased with this partnership. The Northeast Service Cooperative is part of the Minnesota Healthcare Consortium and recently went through an eight-month RFP. The following two pages describe the process they went through. At the end of this process, the Minnesota Healthcare Consortium selected a new health insurance provider effective January 1, 2022. This has been communicated to all it's members in several meetings now. Their plan is to have minimal impact during the transition period. The City will be communicating this change to our employees shortly.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

NESC Info

**CCOGA Advisory Committee
Special Meeting
Thursday, March 4, 2021
1:00 p.m. via Zoom**



Present: Suzi Ruper, NESC; Brett Skyles, Itasca County; Cammie Young, Lake Country Power; Jennifer Champa, Marsh and McLennan Agency; Emily Celley, AEOA; Jim Weikum, Arrowhead Library System; John Berklich, NESC & Hibbing School District; Keith Harvey, Scenic Rivers; Mick Giblin, MMA; Nancee Strgar, Virginia Public Utilities; Shannon Douvier, AFSCME 65; Paul Brinkman, NESC; Jeanette Mellesmoen, NESC; Sharon Haavisto (recorder), NESC; Aaron Undeland, Range Reliable

Welcome and Introductions

Cammie Young called the meeting and welcomed everyone. Introductions were done.

Carrier RFP Update

Paul Brinkman provided an update on the carrier RFP process. The Minnesota Healthcare Consortium Board of Directors met yesterday (March 3, 2021) and took action on the selection of a carrier. This process and the pools continue to be member focused. In the last four years, we have received this message from our groups: do a better job of balancing quality and cost for group health plans.

Paul Brinkman provided some examples of changes that MHC has undergone recently including a new arrangement with Further and the improved benefits as a result.

Jeanette Mellesmoen shared a five-page PowerPoint document on her screen. Background information about the eight-month process was shared. It is a statutory requirement that MHC engage in an RFP process every four years for medical claims administration, pharmacy benefits management services, and stop loss reinsurance. The report included the medical administration RFP background, the process, and next steps. A new part of the finalist process was a medical and pharmacy claims analysis.

MHC engaged Holmes Murphy & Associates and Kinney & Larson, LLP, to lead this process along with a designated RFP Committee.

The RFP process began in July 2020, and the process was explained in detail which included several meetings to align goals and objectives, drafting an RFP, contacting potential bidders, holding pre-RFP meetings, releasing the RFP and relevant data with a due date of December 11, 2020.

Five proposals were received and three finalists were selected (Medica, United Healthcare and BCBS MN) using a technical evaluation and scoring process. A medical and pharmacy claims analysis and a provider network disruption analysis were conducted as well as a detailed review and assessment of the pharmacy contracts. Best and final offers were received on February 12, 2021.

Once the final offers were in and reviews completed, the RFP Committee and the MHC Management Committee aligned on a recommendation for the MHC Board. During the March 3, 2021, MHC Board of

Directors meeting, the results of the evaluation process, including scorecards from the technical evaluations and finalist meetings, were shared in addition to a detailed review of the financials.

The MHC Board of Directors voted to enter into negotiations with Medica for a statewide administrative services agreement for a 1/1/22 effective date.

Nothing is changing today or tomorrow. The goal of the new agreement is quality, affordability, and to improve wellness.

What does that mean for groups? Groups will be able to keep same plan design, if desired, seek care at local clinics and hospitals, pick up prescriptions at local pharmacies, or do pharmacy mail order. NESC will continue to be your key contact, access to Further continues, there will be a long-term four-year commitment from the new carrier with a new logo on medical cards. Every four years we have to test the market and do an RFP.

An opportunity to ask questions was provided. Discussion was held on rates with new carrier, when announcement is public (immediately), small group pool plans, Sharecare, wellness programs, renewal process, runout period with BCBS, and transition process. NESC staff is available to attend any staff meetings to answer questions.

MOTION: It was moved by Brett Skyles, seconded by Emily Celley, to accept the report as presented. Motion passed.

Next Meeting

The next meeting is Thursday, April 15, 2021, at 2:00 p.m. via Zoom.

Adjournment

MOTION: It was moved by John Berklich, seconded by Brett Skyles, to adjourn the meeting. Motion passed. Meeting adjourned at 1:27 p.m.

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



DATE: April 27, 2021 **Meeting Date:** 5/3/21

SUBJECT: Airport Zoning **Agenda Item: 7-A** **Presentations**

REQUESTED ACTION

Provide direction relative to revised Airport Zoning Code

BACKGROUND

Timeline

In November 2020, the Joint Airport Zoning Board (JAZB) made a formal application to MN DOT for a Custom Zoning Ordinance. In February, 2021 MN DOT responded stating their objections that the proposed zoning ordinance did not provide a reasonable level of safety. JAZB Representatives (Don Monaco, Mark Papko, and RS&H) met with MN DOT representatives to discuss their objections. MN DOT recommended the following:

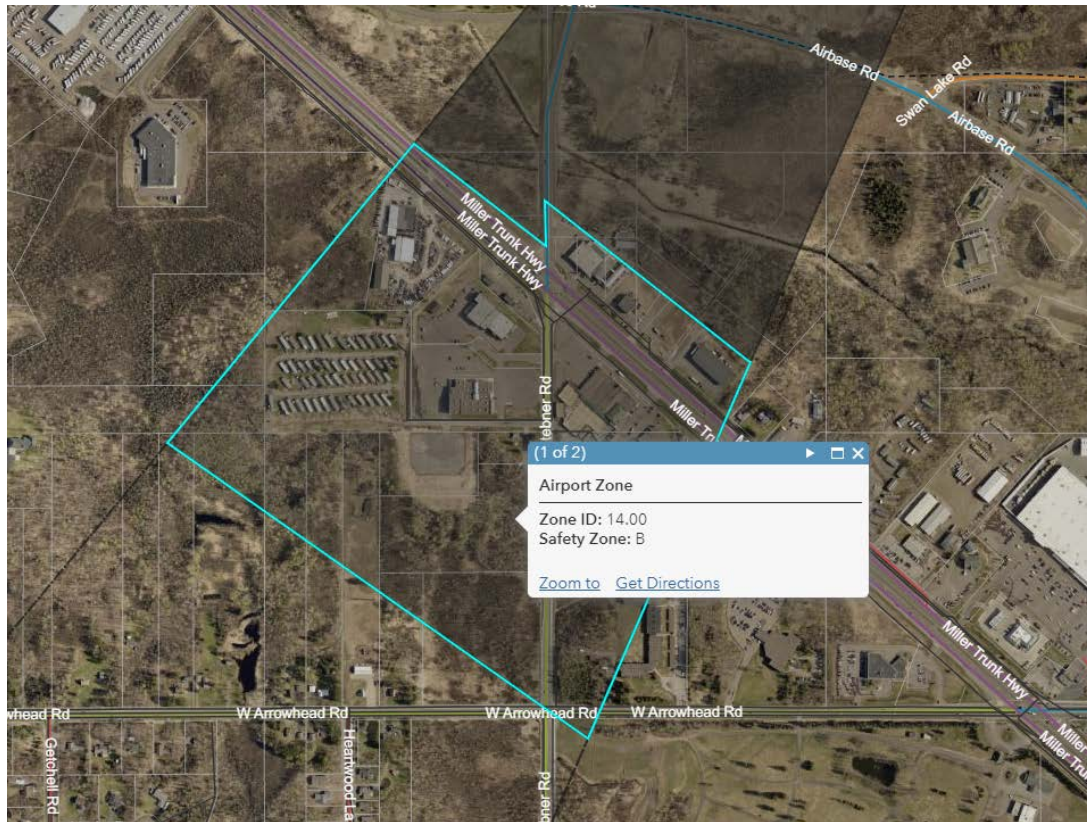
- Hermantown and Rice Lake should review their allowed land uses and zoning ordinances related to runway 3/21.
- Specifically, are there land uses pertaining to vulnerable populations which could be prohibited in the direct vicinity/path of runway 3/21. This would apply to new applications only.
- Incorporate an intermediate zone between zones 1 and 3 in order to protect vulnerable populations associated with runway 3/21.

Current Status

Staff reviewed the current shape, districts, and uses of the airport zones. Currently there is a B Zone, but it only has the restrictions found in the C zone. B Zone with C Zone exceptions- outlined shaded area S. of Hwy 53. Within that overlay there both C-Commercial and R-3 Residential zoning districts. Of the 36 Parcels in the that area, none currently appearing to include vulnerable populations.

Uses within those (C-Commercial and R-3 Residential) districts that may have what would be considered vulnerable populations include:

- Childcare or daycare centers;
- Church or synagogue;
- State licensed residential care facilities and housing with service establishments serving 6 or fewer persons;
- State licensed adult daycare facility serving 12 or fewer persons;
- State licensed group family daycare facility serving 12 or fewer children;
- Public or private hospital;
- Public or private school



Planning & Zoning Commission

Staff presented the same information to the Planning & Zoning on April 20th. There was little input from the members of Planning & Zoning members. The only questions were related to future re-use of properties. Any current use would be allowed to continue.

Zoning Recommendation

On April 19th the City Council reviewed three different options for a response to MN DOT's suggestions and the consensus seemed to be to provide new restrictions with the current B zone. Based on that discussion staff recommends two considerations:

- **No overnight or residential care facilities for vulnerable populations. This would preclude a hospital, but not medical clinics.**
- **No gathering places of minors such as child care facilities or public/private schools.**

The uses that are currently allowed but would be prohibited in the proposed future zoning code would include:

- State licensed residential care facilities and housing with service establishments serving 6 or fewer persons;
- State licensed adult daycare facility serving 12 or fewer persons;
- State licensed group family daycare facility serving 12 or fewer children;
- Public or private hospital;
- Childcare or daycare centers;
- Public or private school

Indemnification

The City of Rice Lake adopted a resolution (attached) on August 24, 2020 requesting the DAA agree to defend and indemnify the City of Rice Lake. Staff recommends that the City of Hermantown make the same request.

Timeline Going forward

If City Council concurs with the recommendation above, staff would us the following schedule to prepare a revision to the zoning code:

- May 6, 2021 Update to JAZB
- May/June 2021 Staff work on ordinance change pending MN DOT stamp of approval
- Planning and Zoning Commission Public Hearing on ordinance change
- City Council first reading of ordinance change
- City Council second reading of ordinance change

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

City of Rice Lake Resolution



RESOLUTION #20-26

A RESOLUTION REQUESTING THE DULUTH INTERNATIONAL AIRPORT AUTHORITY DEFEND AND INDEMNIFY THE CITY OF RICE LAKE AGAINST CLAIMS RELATED TO IMPLEMENTATION OF THE JOINT AIRPORT ZONING BOARD ZONING ORDINANCE

WHEREAS, the Duluth Airport Authority (“DAA”), and the City of Duluth, City of Hermantown, City of Rice Lake, Saint Louis County, and Canosia Township (collectively “the Entities”) are all of the members of the Duluth International Airport Joint Airport Zoning Board (“the JAZB”) formed pursuant to the authority of Minn. Stat. § 360.063; and

WHEREAS, In 1988 the JAZB adopted the Duluth International Airport Zoning Ordinance (“the Ordinance”) to govern land use and the permitted height of structures, vegetation and other potential obstacles in areas proximate to the Duluth International Airport (“the Airport”) and under the approach and departure paths for flights to and from the Airport; and

WHEREAS, Under the provisions of the Ordinance, the City of Duluth is designated as the Chief Zoning Administrator who is responsible for administering and enforcing the Ordinance for lands located within each respective Entity; and

WHEREAS, In connection with runway construction at the Airport and with other changes made at the Airport since 1988, the JAZB is considering certain amendments to the Ordinance (“the Amendments”) that, if formally proposed by the JAZB, must be approved by the Commissioner of the Minnesota Department of Transportation (“the Commissioner”) and adopted by the JAZB before they become effective; and

WHEREAS, If the Amendments are adopted by the JAZB and approved by the Commissioner, DAA desires that each of the Entities amend its respective comprehensive plan and zoning code to require compliance with the Ordinance as amended by the Amendments (“Amended JAZB Ordinance”) and to include the Amended JAZB Ordinance as part of its zoning code. DAA also desires that an employee of each Entity act as the Zoning Administrator to administer and enforce the Amended JAZB Ordinance within its respective boundaries; and

WHEREAS, The City of Rice Lake desires to be protected against possible legal liability that may arise from its adoption and administration of a comprehensive plan and zoning ordinance that incorporates the Amended JAZB Ordinance; and

WHEREAS, Implementation of the Amended JAZB Ordinance will benefit the DAA as it will improve the safety for airplanes flying into and out of the Airport, thereby making it more desirable for passengers and airlines to use the Airport; and

WHEREAS, Implementation of the Amended JAZB Ordinance will benefit the DAA as it will reduce the risk of airplane crashes occurring by limiting the height of buildings within the runway approach zones, thereby reducing potential liability of the DAA from claims arising from such an airplane crash; and

WHEREAS, Implementation of the Amended JAZB Ordinance will benefit the DAA as it will likely reduce the potential liability of the DAA should a crash occur within the area governed by the JAZB Ordinance as the limitation on building height will likely result in less people being within a building that may be damaged by an airplane crash.

NOW, THEREFORE, the City of Rice Lake hereby resolves to:

1. Request that the DAA agree to defend and indemnify the City of Rice Lake from any and all claims that may arise as a result of Rice Lake's adoption and administration of the Amended JAZB Ordinance.
2. Request that DAA consider the attached Indemnification And Cooperation Agreement Regarding The Duluth International Airport Joint Airport Zoning Board And The Duluth International Airport Zoning Ordinance as a model defense and indemnification agreement to be executed by DAA and the City of Rice Lake.

APPROVED by the City Council of the City of Rice Lake, Minnesota, this 24th day of August, 2020.

City of Rice Lake

John Werner, Mayor

Toni Blomdahl, Clerk-Treasurer

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



DATE: April 28, 2021

Meeting Date: 5/3/21

SUBJECT: Road Improvement Program **Agenda Item: 7-B** **Presentations**

REQUESTED ACTION

No action necessary – Informational purposes only

BACKGROUND

On March 4, 2021, City Staff met with the Public Works Staff of St. Louis County to discuss long term road improvement planning. Since then, City Staff met to review the City’s Five-Year Road Improvement Plan. Attached is a spreadsheet showing the road improvement projects in the 5-year plan. Also attached is a list of the County’s and MN DOT’s projects. I have included a map of the County’s projects and diagrams for the two MN DOT projects.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

City 5-year Road Improvement Projects
List of St. Louis County & MN DOT projects
Map of St. Louis County projects
MN DOT diagrams

Capital Project Name	Road Section	Project Description	Year
Lindahl Rd Bridge		Stormwater	2021
Lindgren and Richard Ave	Loberg to Haines	Full Reconstruction	2022
Lightning Dr and Thunderchief and Get	Stebner - W to Getchell Road	Full Reconstruction	2022
Lavaque Junction Rd	Ugstad-Lavaque	Chip Seal	2022
Ugstad Rd.	Ugstad Super Project	Full Reconstruction	2022
Lindgren Rd and Richard	Loberg-Haines	Chip Seal	2023
Old Midway	Midway-Midway	Reclaim & Overlay	2023
Hermantown Rd	Midway-Ugstad	Reclaim & Overlay	2023
Red Cedar St	Getchell - W 0.524 miles	Chip Seal	2023
Willow Place	Red Cedar - N 0.597 miles	Chip Seal	2023
Hermantown Rd	HWY 2-Midway	Reclaim & Overlay	2023
Hermantown Rd Bridge	Near Five Corners Road	Stormwater	2023
Stebner Road	Maple Grove Road to TH 53	Chip Seal	2023
Stebner	Morris Thomas-Maple Grove	Mill & Overlay	2024
Creekwood Place	Trails End - N 0.4 miles	Chip Seal	2024
Stebner	Morris Thomas-Hermantown	Chip Seal	2024
Trails End Dr	Getchell-Trailwood	Chip Seal	2024
Trailwood St	Stebner-Trails End	Chip Seal	2024
Misty Morning Dr	Maple Grove - S 0.259 miles	Reclaim & Overlay	2025
Getchell Road	Maple Grove to Anderson Road	Full Reconstruction	2025
Cedar Ridge Dr	Grouse Ridge - E 1.103 miles	Chip Seal	2025
Getchell Rd	Arrowhead-Trails End	Chip Seal	2025
Grouse Ridge Dr	Arrowhead - N 0.363 miles	Chip Seal	2025
Marko Dr	Getchell - E 0.393 miles	Chip Seal	2025
Roosevelt Dr	Ugstad - W 0.287 miles	Chip Seal	2025
Heartwood Ln	Arrowhead - S 2.72 miles	Chip Seal	2025
Sterling Pond Pl	Greystone - S 0.06 miles	Chip Seal	2025
Thompson Rd	Lavaque-Getchell	Reclaim & Overlay	2026
Westwood Rd	Arrowhead - S 0.122 miles	Reclaim & Overlay	2026
Birch Valley Rd	Arrowhead - S 0.466 miles	Reclaim & Overlay	2026
Getchell Rd	Stebner-Morris Thomas	Reclaim & Overlay	2026
Jonan	E and W of Getchell	Full Reconstruction	2026
Maribe Dr	Getchell - E 0.159 miles	Reclaim & Overlay	2026
Adrian Ln	Stebner - E 1.004 miles	Crack Seal	2026
Anderson Rd	Stebner-Haines	Chip Seal	2026
Dahl Rd	Arrowhead - N 0.546 miles	Full Reconstruction	2026
Eagle Dr	Kingswood-Falcon	Full Reconstruction	2026
Getchell Rd	Hermantown-Anderson	Mill & Overlay	2026
Jamie Dr	Joshua - N 0.97 miles	Reclaim & Overlay	2026
Joey	Dahl Rd - E of	Chip Seal	2026
Joshua Ln	Dahl Rd - W 1.18 miles	Chip Seal	2026
Kingswood Ln	Rebecca-Eagle	Reclaim & Overlay	2026
Rebecca Rd	Arrowhead-Kingswood	Mill & Overlay	2026

Capital Project Name	Road Section	Project Description	Year
Ridge Circle	Terrace - S 0.261 miles	Mill & Overlay	2026
Shelby Rd	Getchell-Stebner	Chip Seal	2026
Woodridge Dr	Stebner - E 0.308 miles	Reclaim & Overlay	2026
Silver Leaf St	Lavaque-Sugar Maple	Chip Seal	2026
Timber Hill Ct	Sugar Maple - E 0.181 miles	Chip Seal	2026
Twin Pines St	Ugstad - E 0.144 miles	Reclaim & Overlay	2026
Wildrose Trail	Getchell - W 0.083 miles	Chip Seal	2026

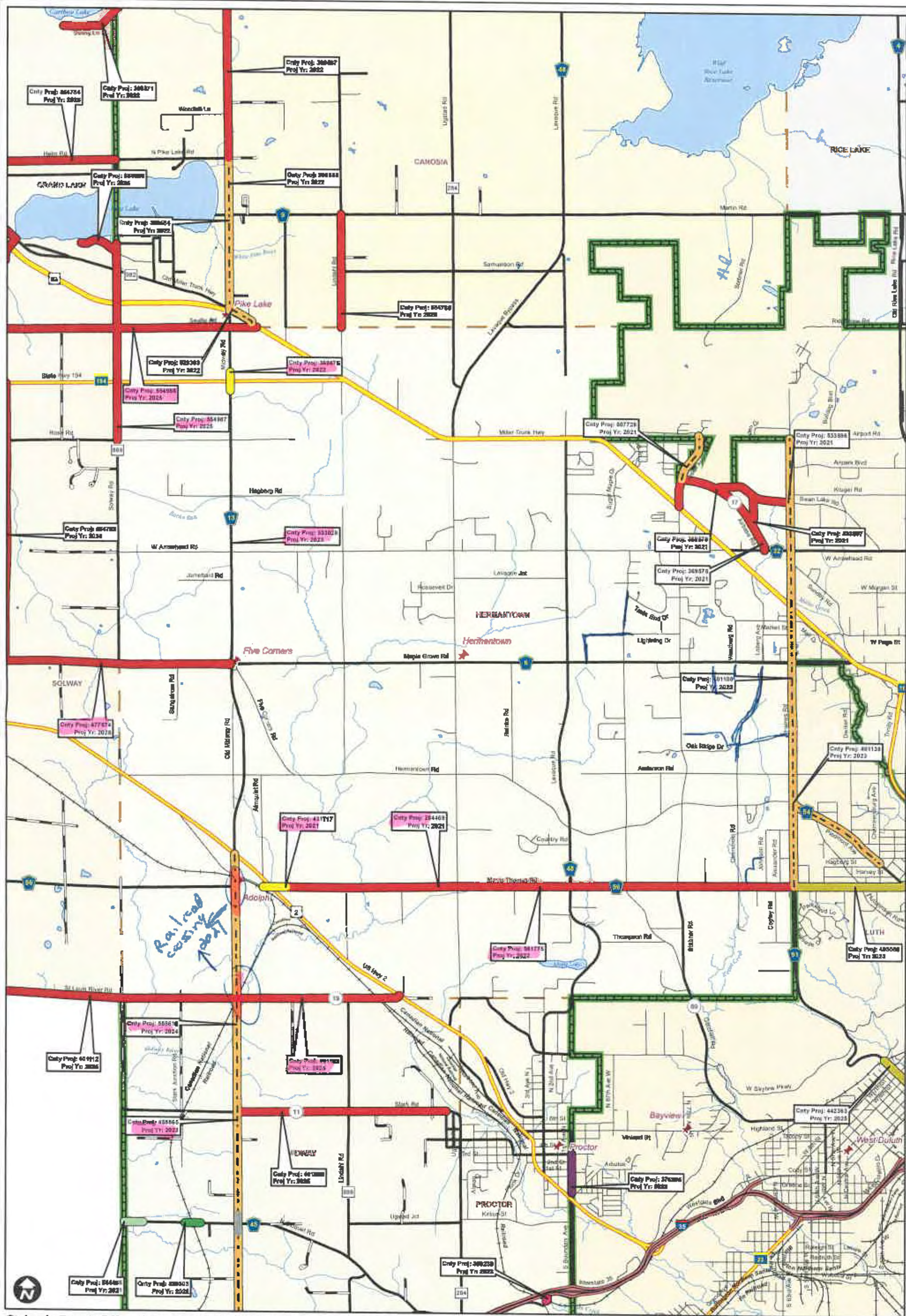
**St Louis County
2021-2025 Road Improvement Plan
as of 3/4/2021**

Year	Project Number	Road	From	To	Description
2021		Midway			Railroda Crossings @ Adolph & St. Louis River Road
2021	431717	Morris Thomas			Intersection at Hwy 2
2021	284469	Morris Thomas	Hwy 2	Haines	Reclaim & Overlay
2021	various	Sundby/Aribase Road			Reclaim & Overlay
2022	581775	Morris Thomas	Hwy 2	Haines	Chip Seal
2022	369675	Midway	Hwy 194		Roundabout w/ MNDOT

MNDOT Projects

2022	Hwy 194	Solway	Hwy 53	Mill & Overlay, roundabout,
2022	Hwy 194	Hwy53		Reduced conflict Intersection (J-Turn)

2023	458865	Midway	Hwy 2	St Louis River Road	Mill & Overlay
2023	533028	Midway	Arrowhead		Turn lanes
2023		Haines	Aiprort	Morris Thomas	Mill & Overlay
2024	555610	Midway	Hwy 2	St Louis River Road	Chlp Seal
2025	401103	St Louls River Road	Solway	Hwy 2	Reclaim & Overlay
2025	477574	Maple Grove	Solway	Midway	Reclaim & Overlay
2025	554988	Seville Road	Solway	Hwy 53	Reclaim & Overlay
2025	554987	Solway	Rose	Seville	Reclaim & Overlay



St. Louis County 5 Year CIP: Road & Bridge Construction for 2021 - 2025

City of Hermantown

0 0.5 1 2 Miles

Map Components

- 5 Year CIP: Road & Bridge Construction
- Bridge Construction
- Bridge Renewal
- City/State
- County
- Roadway
- Interstate Improvement
- Interstate Construction

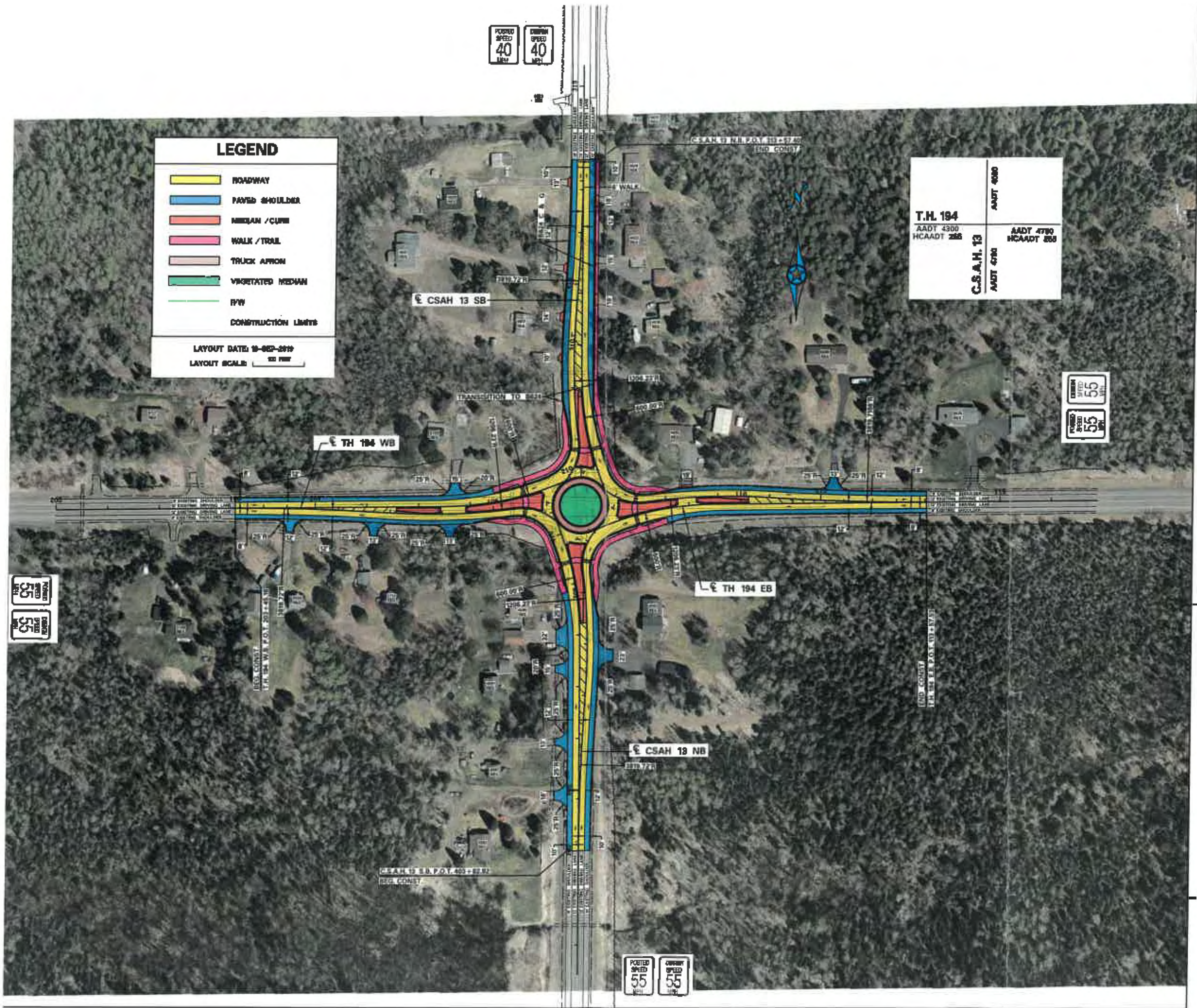
- State
- County
- City
- Neighborhood
- Water
- Water
- Water
- Water
- Water

- Interstate
- US State Highway
- County Road - Paved
- County Road - Unpaved
- Local Road/Highway
- Water
- Water
- Water
- Water

- Interstate
- US State Highway
- County Road - Paved
- County Road - Unpaved
- Local Road/Highway
- Water
- Water
- Water
- Water

- City/State
- County
- City
- Neighborhood
- Water
- Water
- Water
- Water





LEGEND

- ROADWAY
- PAVED SHOULDER
- MEDIAN / CURB
- WALK / TRAIL
- TRUCK APRON
- VEGETATED MEDIAN
- RW
- CONSTRUCTION LIMITS

LAYOUT DATE: 10-06-2019
 LAYOUT SCALE: 1:1000

T.H. 194		AADT 4300	
C.S.A.H. 13		AADT 4790	
AADT 268		NCAADT 268	
AADT 4000		NCAADT 268	

POSTED SPEED 55
 ADVISORY SPEED 55

LIMITED SPEED 55
 POSTED SPEED 55

POSTED SPEED 55
 ADVISORY SPEED 55

CSAH 13 SB

TH 194 WB

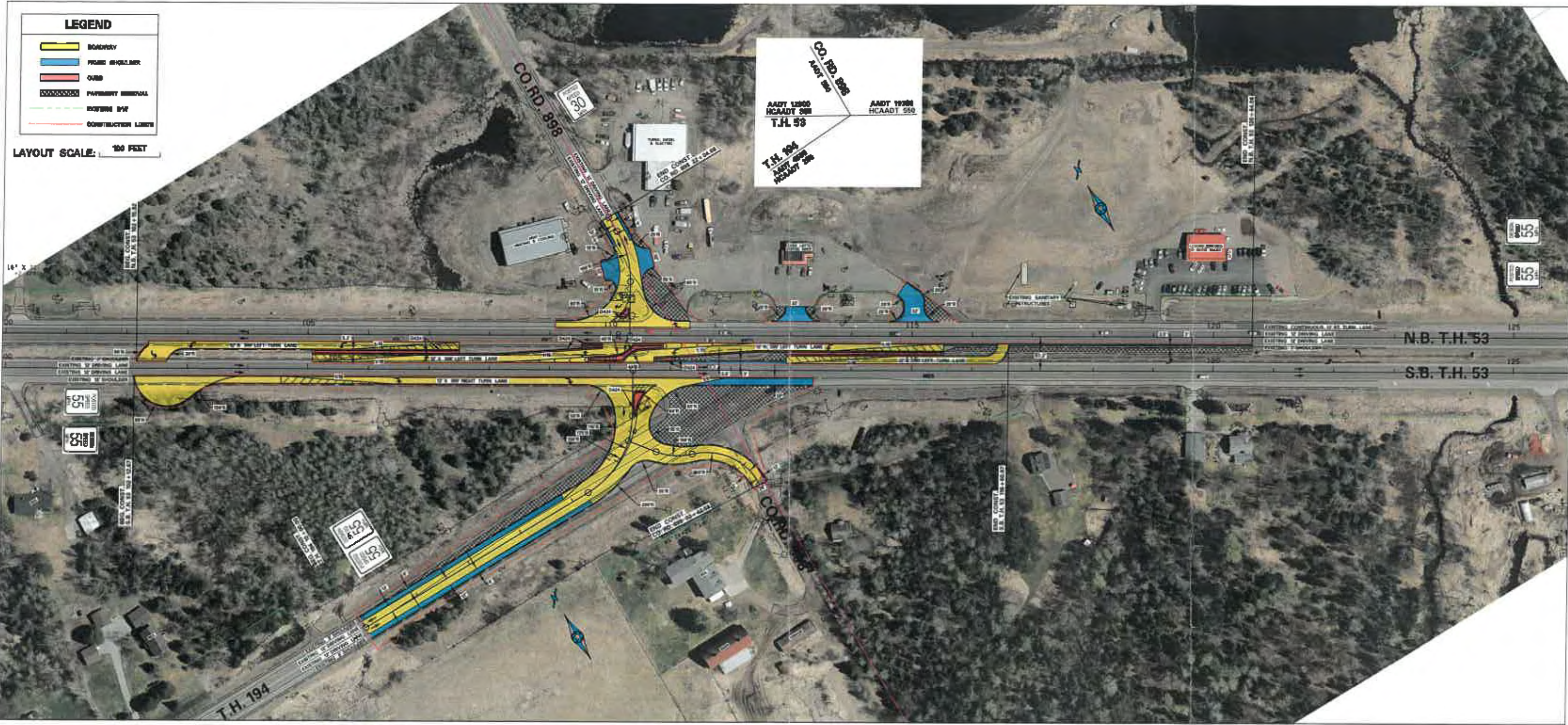
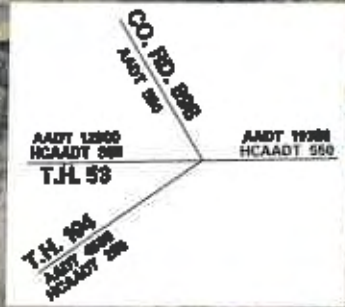
TH 194 EB

CSAH 13 NB

LEGEND

- ROADWAY
- PAVED SHOULDER
- CURB
- PAYMENT INTERVAL
- EXISTING D/W
- CONSTRUCTION LIMITS

LAYOUT SCALE: 100 FEET



N.B. T.H. 53
S.B. T.H. 53

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



DATE: April 28, 2021 **Meeting Date:** 5/3/21

SUBJECT: Duties for a New Position **Agenda Item: 6-C** **Presentations**

REQUESTED ACTION

No specific action – but looking for direction from City Council on possible new position

BACKGROUND

Following the Closed Session, the City Council asked that I provide a list of possible duties for a new position. Attached is that list. I have reviewed that list with Department Heads. My desire is for someone to lead in the area of utilities and infrastructure planning and administration. Over the past several years, the City had taken a more proactive approach by developing a road improvement program and planning infrastructure improvements (for example – Section 24 sewer project). In addition, the requirements related to Stormwater Management and the MS4. This list is just for those efforts and doesn't even include the possibility having a more pro-active economic development effort.

SOURCE OF FUNDS (if applicable)

Possible Funding Sources:

- Cost savings from paying City Engineer
 - General Fund – money saved from contract with ARDC
 - General Fund – money that has been held in budget from GIS Technician
-

ATTACHMENTS

List of Duties

New Position – DRAFT Job Duties List 4/20/2021

Manages the City’s Road Improvement Plan	Who currently is responsible
<ul style="list-style-type: none"> • Prepares RFP for engineers 	City Admin/ City Eng
<ul style="list-style-type: none"> • Requests quotes for Geo tech work 	City Engineer
<ul style="list-style-type: none"> • Reviews affected properties for assessments/generates mailing lists. 	
Leads and manages efforts on petitions for sewer & water improvements	City Admin
Works with City Engineer to develop and maintain a utility improvement & expansion plan. – currently rely on petitions – try to coordinate with road improvement program.	??? City Engineer
Leads efforts to track and record City Public infrastructure assets using GIS database, must have a working knowledge of GIS to maintain City’s use of this tool	ARDC -contract; Admin by Community Development Director
Provides staff support for the Utility Commission	City Admin; Utility Billing Clerk; PW Director, Dir of Finance and Admin
Administers the City right of way plan (this includes the development of a comprehensive Right of Way ordinance) by processing and coordinating work in the right of way by private individuals, and private utilities.	No one; ???
Administration of Water tower leases	City Admin
Represent the City the Metropolitan Interstate Committee’s (MIC) Transportation Advisory Committee (TAC)	City Admin – previously City Eng, but switched to try to reduce costs
Leads & manages City’s assessment database/record keeping of paid and payable assessments.	No one – Utility Billing Clerk
Coordinates overall Stormwater Utility and MS4 program compliance, including inspections, enforcement of erosion control, stormwater training,	Comm Dev, City Eng
Easement Acquisitions	City Eng – Communications Director
Broadband expansion	City Admin
Researches policy issues; evaluates and directs efforts to improve City operations; leads efforts on assigned City Council Priority Projects and other projects as assigned by the City Administrator	Varies – No one – City Admin

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
April 19, 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; Kevin Orme, Director of Finance & Administration; Eric Johnson, Community Development Director; Joe Wicklund, Communications Director; Jim Crace, Steve Overom, City Attorney; David Bolf, City Engineer

ABSENT:

VISITORS: 1

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 21-50 through and including 21-53 were read and placed on file.

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve April 5, 2021 City Council Minutes
- B. Approve general city warrants from April 1, 2021 through April 15, 2021 in the amount of \$392,349.31

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

MOTIONS

ORDINANCES

2021-03 An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 850, Speed Limits

First Reading

RESOLUTIONS

2021-50 Resolution Approving An Addition To The City Handbook – Broadband Policy

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2021-50, Resolution Approving An Addition To The City Handbook – Broadband Policy. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-51 Resolution Approving An Amendment To The City Handbook Regarding Residential Road Improvement Program Special Assessment Policy

Motion made by Mayor Boucher, seconded by Councilor Peterson to adopt Resolution 2021-51, Resolution Approving An Amendment To The City Handbook Regarding Residential Road Improvement Program Special Assessment Policy. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-52 Resolution Approving Change Order Number 6 For Sewer Improvement District No. 448

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2021-52, Resolution Approving Change Order Number 6 For Sewer Improvement District No. 448. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2021-53 Resolution Providing For The Issuance, Sale And Delivery Of \$3,860,000 General Obligation Improvement And Refunding Bonds, Series 2021A, And Awarding The Sale Thereof

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2021-53, Resolution Providing For The Issuance, Sale And Delivery Of \$4,035,000 General Obligation Improvement And Refunding Bonds, Series 2021A, And Awarding The Sale Thereof. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Motion made by Mayor Boucher, seconded by Councilor Peterson to recess the meeting at 6:46 p.m. to Motion carried.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #67257-#67317

04/16/2021-04/30/2021

PAYROLL CHECKS

Electronic Checks - #70886-70924 73,430.63

Electronic Checks - #70873- #70879 3,210.68

LIABILITY CHECKS

Electronic Checks - #70880-70885 \$59,756.77

Electronic Checks - #70870-70872 \$619.04

Checks - #67308-67314 \$74,502.44

Check - #67317 \$120.50

PAYROLL EXPENSE TOTAL \$211,640.06

ACCOUNTS PAYABLE

Checks - #67257-67307 \$198,443.17

Checks - \$67315-67316 \$2,243.05

Electronic Payments -#99876-#99877 \$1,176.03

ACCOUNTS PAYABLE TOTAL \$201,862.25

TOTAL \$413,502.31

CITY OF HERMANTOWN, MN 04/16/2021-04/30/2021
 Check # is between 67257 and 67317 or Check # is between -99877 and -99876

4/27/2021

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	709.93	-99877
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	466.10	-99876
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308594 O&E Jowon Brand	75.00	67257
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phone Mulder	49.93	67258
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	157.85	67258
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	45.10	67258
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	163.20	67258
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	168.33	67258
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,364.31	67258
101	431100	Street Department	BLUE TARP FINANCIAL	Pressure Washer Parts	15.98	67259
475	431150	Street Improvements	BRAUN INTERTEC CORPORATION	Geotech eval Lavaque Jct rd	1,858.75	67260
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services March	4,500.00	67261
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services February	4,500.00	67261
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Pump Holding Tank Rose Rd Ball	175.00	67262
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2 Mar 28-Apr 27	69.98	67263
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67264
101	431901	City Garage	CINTAS CORPORATION	Supplies	29.75	67264
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67264
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.41	67264
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67264
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinet	170.39	67264
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	67264
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.41	67264
101	431100	Street Department	CINTAS CORPORATION	Uniforms	64.39	67264
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67264
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Mar Water Charges	67,893.73	67265
601	494300	Water Distribution	CORE & MAIN LP	Water Meters	4,749.65	67266
601	494300	Water Distribution	CORE & MAIN LP	Setters/Check Valves	3,129.17	67266
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.00	67267
601	494400	Water Administration and General	CUSTOMER ELATION INC	Apr Answering	27.45	67268
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Apr Answering	18.30	67268
101	431100	Street Department	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring PW Bldg Apr-Mar	600.00	67269
601	494300	Water Distribution	FERGUSON ENTERPRISES INC	Wire for Water Meters	100.26	67270

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant Fee Apr	2.75	67271
101	415300	Administration & Finance	FURTHER	Monthly Participant Fee Apr	10.30	67271
101	419100	Community Development	FURTHER	Monthly Participant Fee Apr	0.80	67271
601	494400	Water Administration and General	FURTHER	Monthly Participant Fee Apr	3.62	67271
101	421100	Police Administration	FURTHER	Monthly Participant Fee Apr	34.70	67271
602	494900	Sewer Administration and General	FURTHER	Monthly Participant Fee Apr	5.43	67271
101	431100	Street Department	FURTHER	Monthly Participant Fee Apr	4.00	67271
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Mar Locates	30.76	67272
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Mar Locates	46.14	67272
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Clean &Video for 2022 Rd Proje	14,890.50	67273
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica Apr	96.00	67274
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling March	240.30	67275
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Mar	165.76	67275
236	465300	Hermantown Wetland	HASBARGEN, BRUCE	Wetland Credits	14,069.88	67276
101	431100	Street Department	HERMANTOWN STAR LLC	Ad Seasonal Employment PW	74.25	67277
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	61.88	67277
101	421100	Police Administration	HOLIDAY COMPANIES	March Car Washes	45.00	67278
101	415300	Administration & Finance	ICMA - INT'L CITY/COUNTY MANAGEMENT ASSO	ICMA Membership Mulder	1,052.98	67279
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	680.97	67280
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	571.95	67280
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	647.00	67280
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	85.03	67281
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	155.33	67281
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	480.58	67281
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	2,979.79	67281
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Washes PD	113.99	67281
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	320.38	67281
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	GPS Link for security	1,231.40	67282
275	452200	Community Building	MEDIACOM	EWC - Telephone	457.55	67283
275	452200	Community Building	MEDIACOM	EWC - Cable TV - April	158.46	67283
101	431901	City Garage	MENARD INC	Light Socket	28.23	67284
101	431901	City Garage	MENARD INC	Light Fixture Parts	14.95	67284
101	421100	Police Administration	MILLER MALL CAR WASH INC	Car Wash PD	12.95	67285
236	465300	Hermantown Wetland	MN BOARD OF WATER & SOIL RESOURCES	Wetland Credits Keene Creek Pa	255.74	67286
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	157.95	67287
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	5,526.20	67287
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	551.94	67287
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	556.99	67287

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	680.76	67287
602	494500	Sewer Maintenance	MN PUMP WORKS	E/One Outdoor Station Kits	18,092.00	67288
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Apr Internet	524.16	67289
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Apr Internet	131.04	67289
101	431100	Street Department	NAPA AUTO PARTS	Oil & Air Filters for all equi	860.04	67290
101	431100	Street Department	NAPA AUTO PARTS	Sander Light H4	20.88	67290
101	431100	Street Department	NAPA AUTO PARTS	Air Filters	628.36	67290
101	431100	Street Department	NAPA AUTO PARTS	Hitch for New H7 1 ton	74.68	67290
101	431100	Street Department	NAPA AUTO PARTS	Air Filters	53.11	67290
101	431100	Street Department	NAPA AUTO PARTS	Filter	13.44	67290
101	431100	Street Department	NAPA AUTO PARTS	Trailer Light Relay - Heavy Tr	15.98	67290
602	494500	Sewer Maintenance	NAPA AUTO PARTS	Filters for Gen Set	159.00	67290
101	421100	Police Administration	NORTHERN BUSINESS PRODUCTS	Ink Cartridges PD	87.48	67291
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Printer Ink	117.00	67291
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Post its, Paper, File Folders	49.10	67291
101	452100	Parks	NORTHERN DOOR & HARDWARE INC	Padlocks for Parks (Stebner)	29.00	67292
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Drill Bits	36.18	67293
101	452100	Parks	NORTHLAND LAWN & SPORT INC	JD Big Mower Repairs	2,527.25	67294
230	465100	HEDA	NORTHSPAN GROUP INC	Strategic Planning HEDA	1,220.00	67295
101	419100	Community Development	OVEROM LAW, PLLC	Oppidan Development	645.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	3954 Midway Road Nuisance Prop	77.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Special Assessment Policy	21.00	67296
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Section 24 Eminent Domain Matt	98.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	HVFD General Matters	21.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	2020 Street Project	567.00	67296
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	105.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance	77.00	67296
475	431150	Street Improvements	OVEROM LAW, PLLC	Lavaque Jct St Improvement	154.00	67296
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	77.00	67296
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Private Sewer Agreements	33.00	67296
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Sale of 5028 Miller Trk t	1,211.50	67296
101	419100	Community Development	OVEROM LAW, PLLC	Zierden Okerstrom Road Develp m	5.00	67296
275	452200	Community Building	OVEROM LAW, PLLC	EWC	1,575.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals	378.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Keene Creek Stream Bed Restore	28.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Naming Rights Policies	147.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Broadband Expansion	738.50	67296

CITY OF HERMANTOWN, MN 04/16/2021-04/30/2021
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4/27/2021

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	OVEROM LAW, PLLC	Stauber Market Development	5.00	67296
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	240.00	67296
101	419100	Community Development	OVEROM LAW, PLLC	Zoning Application Denial Proc	63.00	67296
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	930.00	67296
101	421100	Police Administration	OVEROM LAW, PLLC	Alcoholic Beverage Code Matter	175.00	67296
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	21.00	67296
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	Quarterly Postage Meter Lease	269.13	67297
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	184.10	67298
101	452100	Parks	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	10.27	67298
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	102.82	67298
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	318.93	67298
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	41.95	67298
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	20.96	67298
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	27.97	67298
101	431901	City Garage	PRAXAIR DISTRIBUTION INC	Air for Torches	169.54	67299
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	2021 Striping	13,323.75	67300
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws	29.10	67301
101	422902	Firehall #2 Morris Thomas Road	SUPERIOR FUEL COMPANY	Propane FH #2	799.01	67302
101	422901	Firehall #1 Maple Grove Road	UHL COMPANY INC	Replace Valve Actuators FH #1	2,730.00	67303
101	422901	Firehall #1 Maple Grove Road	UHL COMPANY INC	FH#1 Install CO & NO2 Gas Dete	4,500.00	67303
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	March Bill Print	652.71	67304
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	March Bill Print	652.71	67304
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	March Bill Print	652.71	67304
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator April	625.00	67305
236	465300	Hermantown Wetland	WSP	Keene Creek Wetland Replacemen	3,000.00	67306
601	494300	Water Distribution	YOUNGREN, ALEX W	Reimburse Safety Boots	50.00	67307
602	494500	Sewer Maintenance	YOUNGREN, ALEX W	Reimburse Safety Boots	50.00	67307
101	431100	Street Department	YOUNGREN, ALEX W	Reimburse Safety Boots	100.00	67307
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins May Inactives - McMil	4.05	67315
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins May Inactives	850.30	67316
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins May Inactives	1,388.70	67316

Totals: 145 records printed

201,862.25

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: April 28, 2021
SUBJECT: Ordinance – Speed Limits



Meeting Date: 5/3/21
Agenda Item: 11-A **Ordinance 2021-03**

REQUESTED ACTION
Second reading of Ordinance

BACKGROUND

In 2019, the State of MN gave Cities the authority to set speed limits other than the limit set by the State. The process to change speed limits requires the City to conduct some kind of study to warrant the change, and not simply based on individual or neighborhood requests. The second reading states that speed limits will only be changed when during the reconstruction of the road as part of the Road Improvement Program, the engineered designs of the road necessitates a change in the speed limit.

In the design process of the reconstruction Lavaque Junction Road, David Bolf, the City Engineer, recommended a design that necessitated reducing the speed from the typical standard of 30 miles per hour (MPH) to 25 MPH. This was done based on engineering standards related to installing a water line and the slope of the hill on a bedrock formation.

The City will undoubtedly receive requests for reduced speed limits on other streets. The recommendation for Lavaque Junction Road is based solely on the engineering standards and the constructability of that specific road with its existing conditions.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Ordinance No. 2021-03

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN
CODE OF ORDINANCES BY ADDING A NEW SECTION 850, SPEED LIMITS**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to establish rules and regulations pertaining to speed limits in urban and residential areas to support the City’s traffic goals of zero deaths and severe injuries caused by speeding ensuring the safety of the City’s residents and visitors in consistent, understandable, reasonable, and appropriate manner.

Section 2. Addition to Chapter 8. Chapter 8, Traffic Regulations, of the City of Hermantown Code of Ordinances is hereby amended by adding a new Section 850, Speed Limits, to read as shown on Exhibit A attached hereto.

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

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

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 850 – Speed Limits

850.1 Purpose. It is the goal of the City of Hermantown to ensure the safety and well-being of its residents and visitors by establishing rules and regulations pertaining to speed limits in residential and urban areas.

850.2 State Traffic Laws Adopted. Except as otherwise specifically provided in this Code, the current and future statutory provisions of Minnesota Statutes § 169.14 describing and defining regulations with respect to vehicles and traffic, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a term of imprisonment, are adopted and by reference made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any current or future statute incorporated herein by reference is required or prohibited by this Section. Any future additions, amendments, revisions or modification of the current or future statutes incorporated herein or of Minnesota Statutes § 169.14 are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State.

850.3 Authority to Set Speed Limits. The City Council may establish speed limits for City streets under the City's jurisdiction in accordance with the provisions set forth at Minn. Statutes § 169.14. ~~The procedures relied upon to set speed limits pursuant to this Section shall be kept by the City Clerk and updated as needed.~~ The City Council will review changing the speed limits only when the City is reconstructing the street as part of its Road Improvement Program and when the engineering design of the road warrants a change to the speed limit.

850.4 Posting of Speed Limits. Any speed limit established by the City Council pursuant to Section 850.3 shall be effective when appropriate signs giving notice thereof are erected on such street.

850.5 Particular Speed Limits Designated. No person shall operate any motor vehicle at speeds in excess on the following speed limits on the roads in the City of Hermantown, to wit:

850.5.1 Twenty-five (25) miles per hour speed zone:

850.5.1.1 Lavaque Junction Road beginning at Lavaque Road intersection and ending at Ugstad Road intersection.

850.6 Violation. It shall be unlawful and, unless otherwise declared in this Section 850 with respect to particular offenses, and it shall be a petty misdemeanor for any person to do any act forbidden or fail to perform any act required in this Section 850.

850.6.1 Administrative Penalties. Administrative penalties in the amounts as determined from time to time by resolution of the City Council or City ordinance and set forth in the City's Fine Schedule shall be imposed on the driver of the vehicle cited by the Hermantown Police Department for violations of this Section 850 of the Hermantown Code.

850.6.1 Misdemeanor Prosecution. Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this section in addition to any administrative penalty, suspension or revocation.

850.6.1 Continued Violation. Each violation, and every day that violation occurs or continues, shall constitute a separate offense.

850.6.1 Failure to Pay. A failure to pay an administrative penalty imposed by operation of this Section 850 within the time limit set for the payment of such fine shall be grounds for the suspension of the licensee's license until the administrative penalty is paid.

TO: Mayor & City Council

FROM: Paul Senst, Public Works
Director

DATE: April 28, 2021

Meeting Date: 5/3/21

SUBJECT: WLSSD Grant Agreement

Agenda Item: 12-A

Resolution 2021-54



REQUESTED ACTION

Approve a WLSSD Grant Agreement for GIS data collection and GPS coordinates

BACKGROUND

On March 15, 2021, Council approved a Western Lane Superior Sanitary District (WLSSD) grant application. (Resolution 2021-40). WLSSD has offered a grant opportunity for local units of government to plan and implement certain projects within their boundaries. One of the grant categories is GIS Data Collection. The awarded grant is for \$10,000 with a 25% match from the local unit of government. The grant agreement, prepared by Public Works Director Paul Senst, is to hire a seasonal GIS technician to collect exact GPS points on the center of each sanitary manhole, force-main valve pit, flushing station, and individual low-pressure force-main house shutoff at the ROW line.

The data will allow the City to map its infrastructure in order to better respond to emergencies and work with engineers on improvements and/or additions to the system.

The grant has been awarded by WLSSD, the City will hire a seasonal worker dedicated to collecting the data points.

SOURCE OF FUNDS (if applicable)

601-494300-101

602-494500-101

May require a budget adjustment but unclear at this time.

ATTACHMENTS

Grant Agreement

Resolution No. 2021-54

**RESOLUTION APPROVING THE GRANT BETWEEN CITY OF
HERMANTOWN AND WESTERN LAKE SUPERIOR SANITARY DISTRICT**

WHEREAS, The Western Lake Superior Sanitary District (WLSSD) Wastewater Services Planning Grant is intended to allow eligible units of government, cities and towns to participate in the planning and implementation of certain wastewater projects within their boundaries; and

WHEREAS, The City of Hermantown desires to obtain GPS points on various parts of the sanitary sewer infrastructure in order to better manage the system; and

WHEREAS, GIS Data Collection is one of the eligible categories identified as WLSSD planning priorities; and

WHEREAS, the City Council approved a grant application by approving Resolution 2021-40 on March 15, 2021, and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant as stated in Exhibit A.

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

1. The Mayor is hereby authorized to execute and deliver the Agreement 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 May 3, 2021.

EXHIBIT A

WLSSD WASTEWATER SERVICES PLANNING GRANT AGREEMENT

Date of Agreement: April 27, 2021
Grantee: City of Hermantown
Total Amount of Grant: \$10,000.00
Award Date: April 27, 2021
Grant Period: April 27, 2021 to April 26, 2022

This Grant is awarded by the Western Lake Superior Sanitary District (“Grantor” or “WLSSD”) to **City of Hermantown** (“Grantee”) subject to the following terms and conditions:

1. **Purpose.** This Grant must be used for the purpose described in Grantee’s wastewater services planning grant application (“Project”), which is incorporated herein by reference and attached as **Exhibit A**. The grant funds may not be expended for any other purpose without WLSSD’s prior written approval. Grantee accepts responsibility for complying with this Agreement’s terms and conditions and will exercise full control over the Grant and expenditure of Grant funds.

2. **Liability.** As between Grantor and Grantee, Grantee is solely responsible for payment of any and all costs of the Project, including but not limited to payment of any contractors, purchase of any materials and any other costs associated with the Project, and Grantee shall hold Grantor harmless from payment of such costs.

3. **Payment.** Grantor will issue payment of the grant award after receipt of written verification that the Project is complete. After completion of the Project, Grantee shall submit to Grantor copies of any contracts for services on the Project, copies of any receipts and invoices related to the Project, and any other documents requested by Grantor concerning expenditure of funds for the Project.

4. **Indemnification.** The Grantee must indemnify, save, and hold the Grantor, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the Grantor, arising from the performance of this grant Agreement and Project by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Grantor’s failure to fulfill its obligations under this grant Agreement.

5. **Worker’s 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 WLSSD 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 of any act or omission on the part of these employees are in no way WLSSD’s obligation or responsibility.

6. **Document Retention.** Grantee shall retain for auditing purposes all financial records, supporting documents, logs, and correspondence related to the project for at least 7 years following issuance of the grant.

7. **Nondiscrimination.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract. The Grantee may neither assign nor transfer any rights or obligations under this grant Agreement without the prior consent of the Grantor and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

8. **Amendment.** Any amendment to this grant 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 Agreement, or their successors in office.

9. **Non-waiver.** If the Grantor fails to enforce any provision of this grant Agreement, that failure does not waive the provision or its right to enforce it.

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

11. **Reservation.** WLSSD reserves the right to discontinue, modify or withhold any payments to be made under this Grant Agreement if in the sole discretion of the WLSSD Executive Director such action is reasonable or necessary.

I certify my authority to execute this Agreement on behalf of Grantee.

City of Hermantown

Date: _____

By: _____
Its: Mayor

Attest: _____
City Clerk

- **Any GIS Shapefiles created as a result of this grant must be shared with WLSSD**

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: April 28, 2021
SUBJECT: Addendum to MSA Contract



Meeting Date: 5/3/21
Agenda Item: 12-B **Resolution 2021-55**

REQUESTED ACTION

Approve amended Engineering Contract with MSA for Road Improvement District No. 534 (Ugstad Road)

BACKGROUND

The 2022 Ugstad Road project includes the intersections of Ugstad Road at Truman and Roosevelt. The City Engineer and Public Works Director have asked MSA to provide additional design services to improve those intersections.

MSA provided the attached proposed amendment to the Engineering Contract for the Ugstad Road project for that additional work.

SOURCE OF FUNDS (if applicable)

402-431150-305

ATTACHMENTS

MSA Request

Resolution No. 2021-55

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE
ADDENDUM TO ENGINEERING CONTRACT FOR ROAD IMPROVEMENT DISTRICT NO.
534 (UGSTAD ROAD)**

WHEREAS, the City of Hermantown (“City” and “Owner”) entered into an Engineering Contract with MSA Professional Services, Inc. (“Contractor”) on the 16th day of February, 2021 for the engineering for Road Improvement District No. 534 (Ugstad Road) (“Project”); and

WHEREAS, the City of Hermantown and Contractor have identified issues with regard to the engineering of the “Project” and have developed what City and Contractor believes is a mutually acceptable solution to the issues which are set forth in the Addendum; and

WHEREAS, such changes to construction contract are described on Exhibit A, a copy of which is attached hereto; and

WHEREAS, the City Council has given due consideration to such Addendum to Engineering Contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown, Addendum to Engineering Contract for Road Improvement Project District No. 534 (Ugstad Road).

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 on May 3, 2021.

EXHIBIT A

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Hermantown**
Engineer: **MSA Professional Services**
Project: **S.P. 202-101-014**
Effective Date of Owner-Engineer Agreement: **February 16, 2021**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The City Engineer and Public Works Director requested additional design services for the intersections of Truman/Ugstad and Roosevelt/Ugstad. Each intersection design has an added cost of \$7,500.00, for a total amended cost of \$15,000.00.

Agreement Summary: See attached Exhibit for location and description of work.

Original agreement amount: **\$ 266,927.00**
Net change for prior amendments: **\$ None**
This amendment amount: **\$ 15,000.00**
Adjusted Agreement amount: **\$ 281,927.00**
Change in time for services (days or date, as applicable): **None**

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **May 4, 2021**.

Owner

City Clerk

By: _____
(Individual's signature)

Date: _____

Engineer
Sean M Spromberg

MSA Professional Services

By: _____
(Individual's signature)

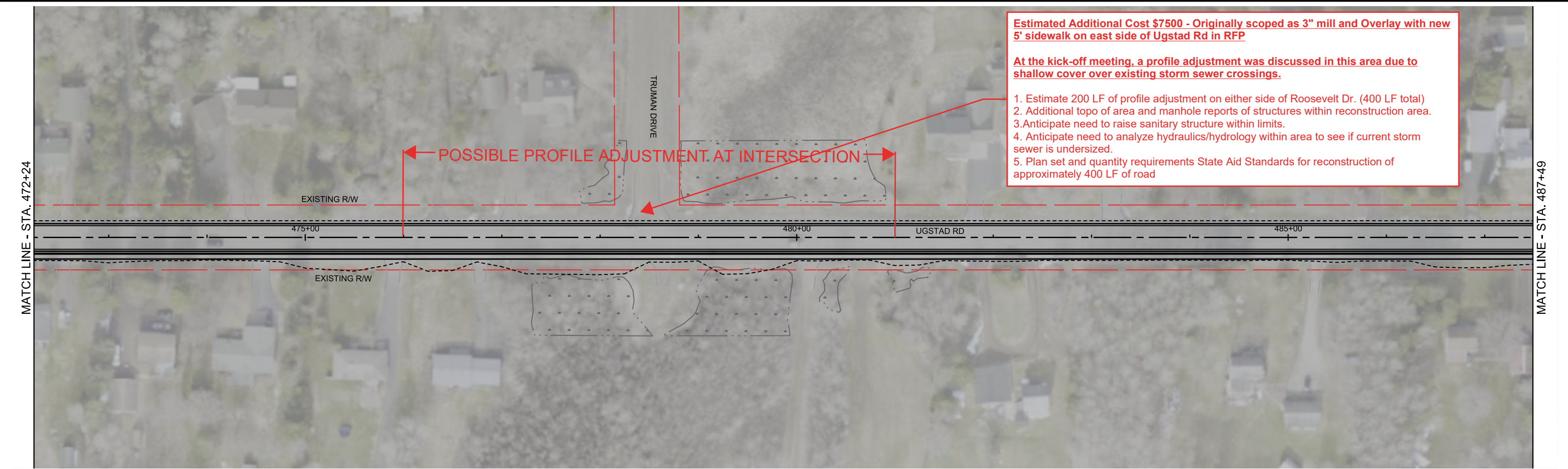
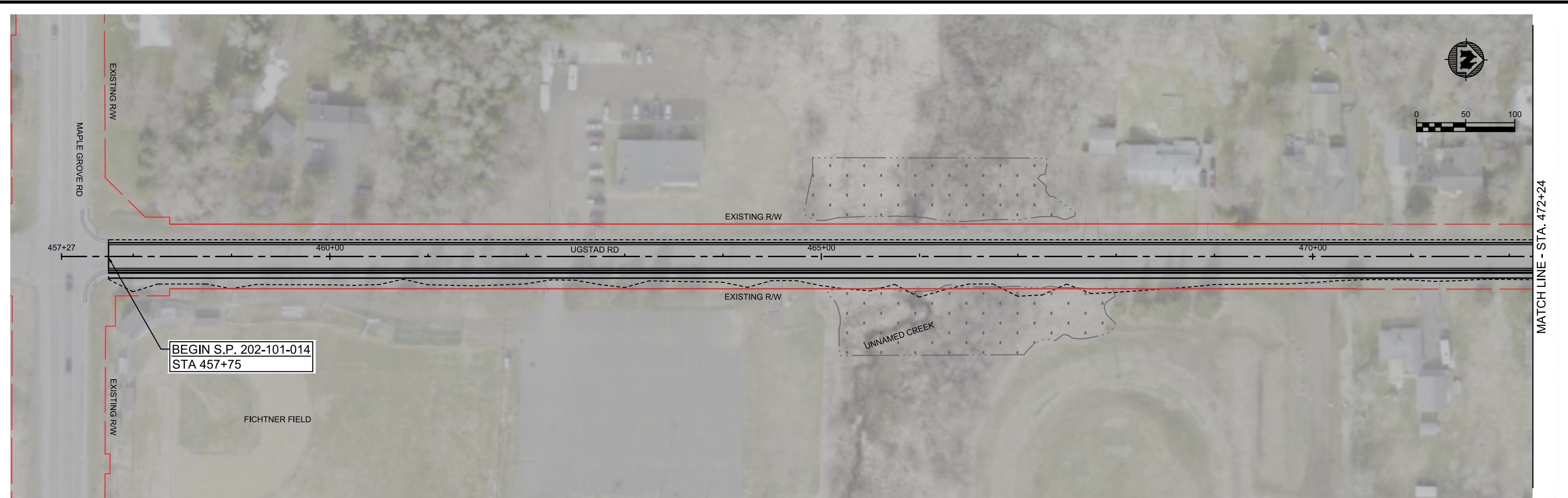
Date: **4/27/2021**

Owner

Mayor

By: _____
(individual's signature)

Date: _____



NO.	DATE	REVISION	BY
DRAWN BY:	INIT	.	.
DESIGNED BY:	INIT	.	.
CHECKED BY:	INIT	.	.

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION 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

MSA

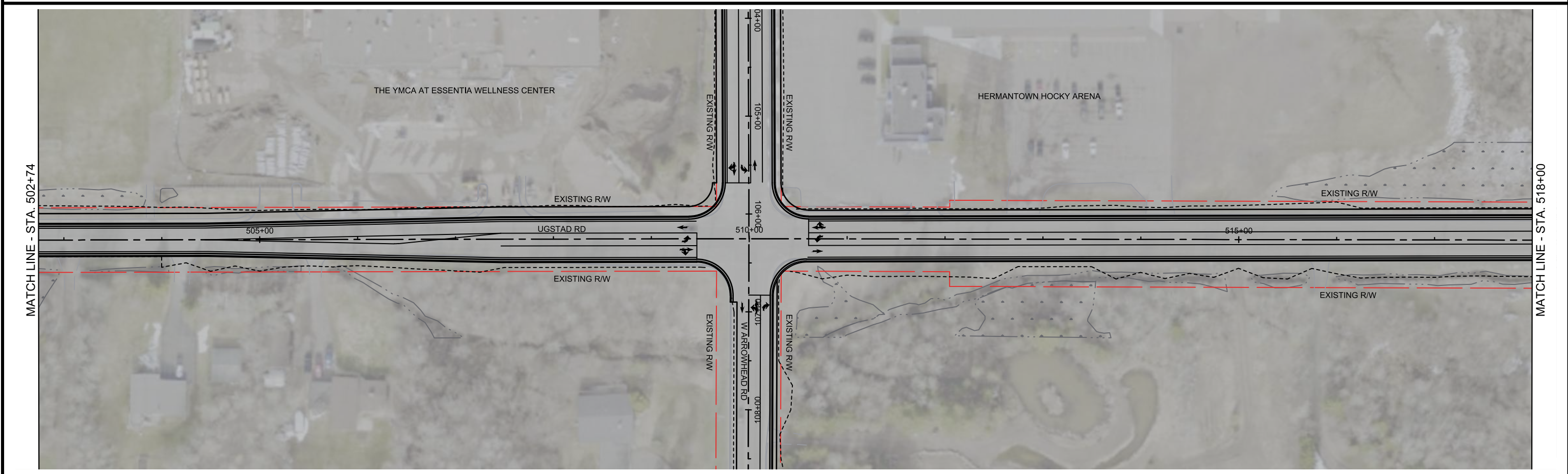
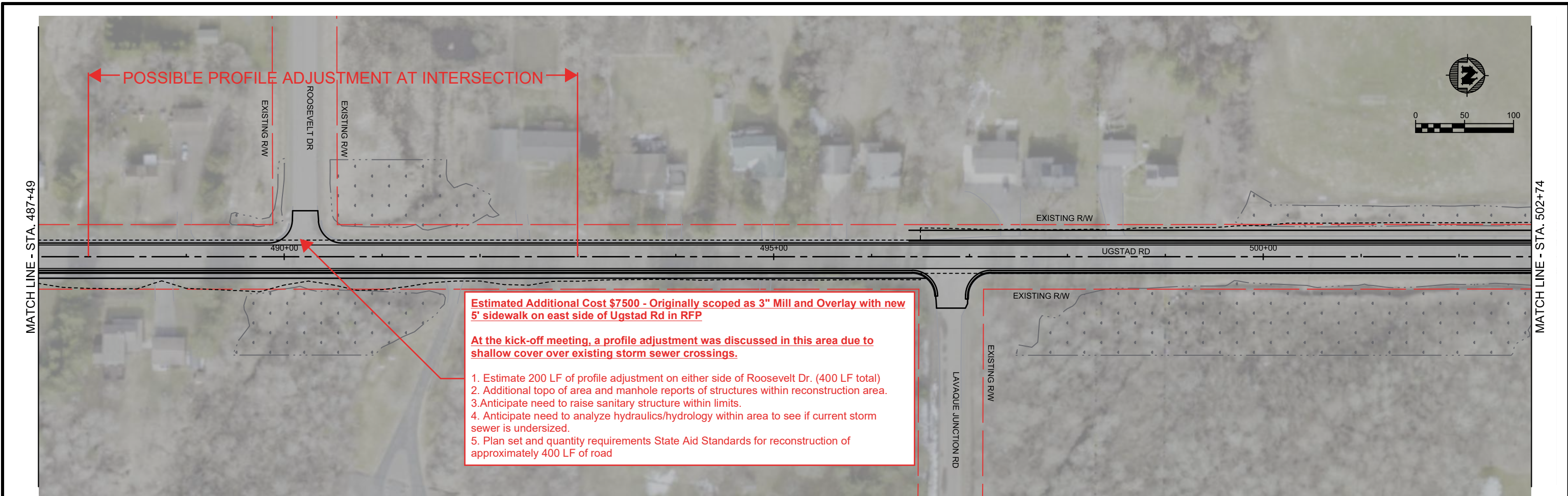
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL

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UGSTAD RD & ARROWHEAD RD IMPROVEMENTS
CITY OF HERMANTOWN
ST. LOUIS COUNTY

CONSTRUCTION PLAN

MSA 07994009
S.P. 202-101-014, S.P.
202-101-012



NO.	DATE	REVISION	BY
INIT	.	.	.
INIT	.	.	.
INIT	.	.	.

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION 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

63657
License No.

MSA

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UGSTAD RD & ARROWHEAD RD IMPROVEMENTS
CITY OF HERMANTOWN
ST. LOUIS COUNTY

CONSTRUCTION PLAN

MSA 07994009
S.P. 202-101-014, S.P.
202-101-012

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



DATE: April 28, 2021 **Meeting Date:** 5/3/21
SUBJECT: Road Improvement District **Agenda Item: 12-C** **Resolution 2021-56**
 No. 537 (Lavaque Jct. Rd.)

REQUESTED ACTION

Approve Pay Application #1 to Ulland Brothers for the construction related to the Lavaque Jct Rd. project – Road Improvement District No. 537.

BACKGROUND

Attached is Pay Application #1 for the work associated with the Lavaque Jct. Rd. Project – Road Improvement District No. 537 from March 15, 2021 through April 23, 2021. NCE and Ulland Brothers, Inc. have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #1 is **\$40,487.08**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount for pay application #1 is **\$2,024.35**.

NCE has reviewed the quantities through construction inspection and discussions with Ulland Brothers, Inc. representatives. I recommend payment in the amount of **\$38,462.73** be authorized at the May 3, 2021 City Council Meeting.

SOURCE OF FUNDS (if applicable)

475-431150-530 Proj. 537

ATTACHMENTS

Pay Application #1

Resolution No. 2021-56

RESOLUTION APPROVING PAY REQUEST NUMBER 1 FOR ROAD IMPROVEMENT DISTRICT NO. 537 (LAVAQUE JUNCTION ROAD) TO ULLAND BROTHERS, INC. IN THE AMOUNT OF \$38,462.73

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for construction of Road Improvement District No. 537 (Lavaque Junction Road) (“Project”); and

WHEREAS, Ulland Brothers, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Ulland Brothers, Inc. has submitted Pay Request No. 1 in the amount of \$38,462.73; and

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed; and

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 1 provided that \$2,024.35 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

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

1. Pay Request No. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to Ulland Brothers, Inc. the sum of \$38,462.73 which is the amount represented on Pay Request No. 1.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted May 3, 2021.

April 27, 2021

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

Re: Lavaque Junction - Street Improvement District No. 537

Dear John:

Attached is Pay Application #1 for the work associated with the Lavaque Junction Project – Street Improvement District No. 537 from March 15, 2021 through April 23, 2021. NCE and Ulland Brothers, Inc. have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #1 is **\$40,487.08**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount for pay application #1 is **\$2,024.35**.

NCE has reviewed the quantities through construction inspection and discussions with Ulland Brothers, Inc. representatives. I recommend payment in the amount of **\$38,462.73** be authorized at the May 3, 2021 City Council Meeting.

Please contact me with any questions you may have.

Thank you,



David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Bonnie Engseth, City of Hermantown
Trent Prigge, P.E., Northland Consulting Engineers
Ryan Swanson, P.E., Ulland Brothers, Inc.

Contractor's Application for Payment

No. 1

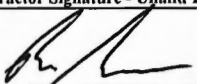
Application Period:	March 15, 2021 through April 23, 2021	Application Date:	4/27/2021
To (Owner):	City of Hermantown	From (Contractor):	Ulland Brothers Inc.
Project:	Lavaque Junction Street Impr. District #537	Via (Engineer):	Northland Consulting Engineers, LLP
Owner's Contract Number:	Street Improvement District #537	Contractor's Project Number:	
		Engineer Project Number:	20-8014

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
TOTAL		
NET CHANGE BY CHANGE ORDER:		

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1		
2		
3		
4		
8. TOTALS		


1. ORIGINAL CONTRACT PRICE.....	\$	<u>1,353,290.00</u>
2. Net change by Change Orders.....	\$	<u>0.00</u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>1,353,290.00</u>
4. TOTAL COMPLETED AND STORED TO DATE		
See attached Pay Application Summary.....	\$	<u>40,487.08</u>
5. RETAINAGE:		
a. 5% X \$40,487.08 Work Completed.....	\$	<u>2,024.35</u>
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	<u>2,024.35</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>38,462.73</u>
7. LESS PREVIOUS PAYMENTS (Line 8).....	\$	
9. AMOUNT DUE THIS APPLICATION.....	\$	<u>38,462.73</u>
10. BALANCE TO FINISH, PLUS RETAINAGE		
(Line 3 - 4 + Line 5.c above).....	\$	<u>1,314,827.27</u>

Payment of: \$ 38,462.73
(Line 9 or other - attach explanation of the other amount)

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security	
Contractor Signature - Ulland Brothers Inc.	
By: 	Date: 4-27-2021

Ryan Swenson, P.E.

Recommended by:

 4/27/2021
David Bolf, P.E. - City Engineer (Date)

Approved by:

John Mulder, City Administrator (Date)



Pay Application #1 - April 27, 2021
City of Hermantown
Lavaque Junction
Street Improvement District #537

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Ulland Unit Price	Total Project	
						Completed Quantities	Completed Cost
BASE BID							
1	2021.501	MOBILIZATION	LS	1	\$24,174.15	0.5	\$12,087.08
							\$0.00
2	2101.501	CLEARING AND GRUBBING	LS	1	\$16,000.00	0.8	\$12,800.00
3	2101.524	CLEARING	TREE	35	\$400.00	35	\$14,000.00
4	2101.524	GRUBBING	TREE	35	\$170.00	0	\$0.00
5	2104.502	REMOVE SIGN TYPE C	EACH	38	\$40.00	0	\$0.00
6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	35	\$35.00	0	\$0.00
7	2104.502	REMOVE HYDRANT	EACH	5	\$800.00	0	\$0.00
8	2104.502	SALVAGE HYDRANT	EACH	1	\$1,200.00	0	\$0.00
9	2104.502	SALVAGE PIPE APRON	EACH	1	\$200.00	0	\$0.00
10	2104.503	REMOVE PIPE CULVERTS	LF	896	\$11.00	0	\$0.00
11	2104.503	REMOVE WATER SERVICE PIPE	LF	46	\$9.00	0	\$0.00
12	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	370	\$2.00	0	\$0.00
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	12	\$3.00	0	\$0.00
14	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	9,852	\$1.80	0	\$0.00
15	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	800	\$6.00	0	\$0.00
16	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	12	\$39.00	0	\$0.00
17	2104.618	SALVAGE BRICK PAVERS	SF	455	\$8.30	0	\$0.00
18	2105.601	WETLAND RESTORATION	LS	1	\$2,500.00	0	\$0.00
19	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	8,143	\$12.00	0	\$0.00
20	2106.504	GEOTEXTILE FABRIC TYPE 5	SY	22,429	\$2.50	0	\$0.00
21	2106.507	COMMON EXCAVATION	CY	14,776	\$10.80	0	\$0.00
22	2106.507	MUCK EXCAVATION	CY	5,500	\$10.70	0	\$0.00
23	2106.507	GRANULAR BORROW (CV)	CY	5,500	\$16.00	0	\$0.00
24	2130.523	WATER	MGAL	52	\$35.00	0	\$0.00
25	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	3,910	\$30.00	0	\$0.00
26	2211.507	AGGREGATE BASE (CV) CLASS 5 DRIVEWAY	CY	164	\$75.00	0	\$0.00
27	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	395	\$45.00	0	\$0.00
28	2215.504	FULL DEPTH RECLAMATION	SY	2,462	\$4.20	0	\$0.00
29	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	1,616	\$60.00	0	\$0.00
30	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	1,616	\$58.00	0	\$0.00
31	2360.609	TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING	TON	127	\$185.00	0	\$0.00
32	2401.507	STRUCTURE EXCAVATION CLASS R	CY	70	\$300.00	0	\$0.00
33	2411.507	GRANULAR BACKFILL (CV)	CY	140	\$26.00	0	\$0.00
34	2451.507	COARSE FILTER AGGREGATE (CV)	CY	82	\$31.00	0	\$0.00
35	2501.502	24" RC PIPE APRON	EACH	4	\$800.00	0	\$0.00
36	2501.503	36" RC PIPE APRON	EACH	1	\$200.00	0	\$0.00
37	2501.503	24" RC PIPE CULVERT	LF	88	\$90.00	0	\$0.00
38	2501.503	36" RC PIPE CULVERT	LF	8	\$72.00	0	\$0.00
39	2501.503	12" CS PIPE CULVERT	LF	34	\$31.00	0	\$0.00
40	2501.503	15" CS PIPE CULVERT	LF	1,258	\$31.00	0	\$0.00
41	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2	\$2,200.00	0	\$0.00
42	2504.602	RELOCATE HYDRANT	EACH	1	\$1,600.00	0	\$0.00
43	2504.602	HYDRANT	EACH	9	\$7,300.00	0	\$0.00
44	2504.602	8" GATE VALVE AND BOX	EACH	3	\$3,000.00	0	\$0.00
45	2504.602	1" CURB STOP AND BOX	EACH	1	\$400.00	0	\$0.00
46	2504.602	1" CORPORATION STOP	EACH	1	\$400.00	0	\$0.00
47	2504.603	1" TYPE K COPPER PIPE	LF	54	\$28.00	0	\$0.00
48	2504.603	HYDRANT RISER	LF	10	\$1,000.00	0	\$0.00
49	2504.603	6" WATERMAIN HDPE SDR-11	LF	30	\$71.00	0	\$0.00
50	2504.603	6" WATERMAIN DUCTILE IRON CL-53	LF	49	\$90.00	0	\$0.00
51	2504.603	8" WATERMAIN HDPE SDR-11	LF	1,289	\$47.00	0	\$0.00
52	2504.604	4" POLYSTYRENE INSULATION	SY	67	\$60.00	0	\$0.00
53	2506.502	ADJUST FRAME AND RING CASTING	EACH	11	\$400.00	0	\$0.00
54	2506.502	MANHOLE FRAME SEAL (EXTERNAL)	EACH	11	\$450.00	0	\$0.00
55	2511.507	RANDOM RIPRAP CLASS II	CY	11	\$68.00	0	\$0.00

56	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	12	\$145.00	0	\$0.00
57	2540.602	MAIL BOX SUPPORT	EACH	39	\$125.00	0	\$0.00
58	2540.618	INSTALL BRICK PAVERS	SF	300	\$18.00	0	\$0.00
59	2563.601	TRAFFIC CONTROL	LS	1	\$2,000.00	0.8	\$1,600.00
60	2564.502	INSTALL SIGN PANEL TYPE C	EACH	45	\$125.00	0	\$0.00
61	2564.518	SIGN PANELS TYPE C	SF	54	\$36.00	0	\$0.00
62	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$2,000.00	0	\$0.00
63	2573.501	STABILIZED CONSTRUCTION EXIT	LS	2	\$1,200.00	0	\$0.00
64	2573.502	CULVERT END CONTROLS	EACH	45	\$235.00	0	\$0.00
65	2573.503	SILT FENCE, TYPE HI	LF	1,095	\$3.05	0	\$0.00
66	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	410	\$2.90	0	\$0.00
67	2574.507	COMMON TOPSOIL BORROW	CY	1,400	\$26.00	0	\$0.00
68	2574.508	FERTILIZER TYPE 1	POUND	254	\$1.00	0	\$0.00
69	2575.504	EROSION CONTROL BLANKET CATEGORY 3N	SY	6,121	\$1.60	0	\$0.00
70	2575.504	SODDING TYPE LAWN	SY	12,366	\$4.80	0	\$0.00
71	2575.505	SEEDING	ACRE	1.27	\$90.00	0	\$0.00
72	2575.508	SEED MIXTURE 25-131 (UPLAND)	POUND	96	\$3.10	0	\$0.00
73	2575.508	SEED MIXTURE 34-371 (WETLAND)	POUND	57	\$82.00	0	\$0.00
74	2582.503	4" SOLID LINE PAINT (WR)	LF	10,496	\$0.25	0	\$0.00
75	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	5,248	\$0.50	0	\$0.00
76	2582.503	24" SOLID LINE PAINT (WR)	LF	30	\$5.00	0	\$0.00

TOTAL AMOUNT EARNED
\$40,487.08

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



DATE: April 27, 2021 **Meeting Date:** 5/3/21
SUBJECT: License Agreement for **Agenda Item: 12-D** **Resolution 2021-57**
Keene Creek Stream
Restoration

REQUESTED ACTION

Approve a License Agreement for Keene Creek Stream Restoration

BACKGROUND

In June 2020, The City entered into a license agreement with the South St. Louis Soil and Water Conservation District (SWCD) for the purpose of restoring damage and scouring of the Keene Creek stream bank which was damaged in the 2012 flood event and have continued to worsen with time.

Due to COVID issues, the project was not conducted in 2020 but instead is proposed to start in mid May 2021. The project scope is the same as before, however after additional site review, the contractor and the SWCD are requesting that the work zone south of the Keene Creek Park parking lot be closed to the public from May 15 to July 2, 2021. They are concerned about safety issues between park trail users and equipment within the work zone. The work zone will be secured with orange fencing and signage.

This proposed closure of the work zone is consistent with the work zone closure associated with the trail work that is currently ongoing from Stebner Park to Hermantown Road.

This request was discussed with the Hermantown Park Board, who supported the closure for public safety purposes.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS:

- License Agreement

Resolution No. 2021-57

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND
CITY CLERK TO EXECUTE AND DELIVER THE LICENSE AGREEMENT WITH SOUTH
ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT**

WHEREAS, the City of Hermantown (“City”) owns property in St. Louis County, Minnesota described as Keene Creek (“Premises”); and

WHEREAS, the South St. Louis Soil and Water Conservation District (SWCD) desire to access the Premises for a stream restoration project (Project); and

WHEREAS, a form of the proposed License Agreement to allow access is attached hereto as Exhibit A; and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the License Agreement as shown on the Exhibit A and require such License Agreement be entered into.

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

1. The License Agreement attached hereto as Exhibit A is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the License 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 May 3, 2021.

EXHIBIT A

**KEENE CREEK
LICENSE AGREEMENT
BETWEEN CITY OF HERMANTOWN AND
SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT**

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT, a political subdivision of the state of Minnesota ("Conservation District"), and the CITY OF HERMANTOWN, a municipal corporation created and existing under the laws of the State of Minnesota ("City").

The parties acknowledge the following:

A. City is the apparent owner of certain real property in St. Louis County, Minnesota, legally described as follows (the "Property"):

Parcel Number: 395-0014-00700, Northeast Quarter of Southwest Quarter (NE ¼ of SW ¼) and Southeast Quarter of Northwest (SE ¼ of NW ¼), Section Thirty-Six (36), Township Fifty (50) North, Range Fifteen (15) West.

B. A portion of Keene Creek runs through the Property and sustained damage in the June 2012 flood event.

C. Conservation District wishes to undertake, at no cost to City, a flood recovery project for the portion of Keene Creek that crosses the Property in order to: (i) create a stable stream channel with the appropriate pattern, profile, and dimensions; (ii) reconnect the stream channel to the floodplain; (iii) establish trout habitat; and (iv) repair damage, including erosion, that occurred as a result of the 2012 flood for the designated section of Keene Creek shown on Page 3 of the attached Exhibit B (collectively, the "Project"). The design and scope of the Project includes moving the stream channel away from the valley walls; adding trout habitat; grade control structures, such as boulder riffles and J-hooks; and re-aligning the stream channel so that it is stable and can carry its sediment load efficiently without eroding or aggrading. The Project is intended to prevent Keene Creek from continuing to scour the eroding banks, which leads to increased sediment into the creek. An overview plan of the Project is shown/described on Page 3 of the attached Exhibit B.

D. Conservation District and City desire to enter into this Agreement to allow Conservation District to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **THE LICENSE.**

A. Subject to the terms and conditions set forth herein, City grants to Conservation District a non-exclusive license to enter and occupy the portion of the Property outlined in red on Exhibit A (the "Licensed Premises") for the purpose of completing the Project. Conservation District may only stage materials and equipment in the portion of the Licensed Premises indicated on Exhibit A.

B. Conservation District acknowledges and understands the following:

- the Property is public property, and the cooperation of all users and coordination of activities is required, including ingress and egress and use of amenities and related improvements.
- City's Community Development Director (the "Manager") shall ultimately determine the appropriate use of the Property and shall decide any disputes between Conservation District and any other users of the Property.

C. In the interest of public safety, the work zone south of the Keene Creek parking lot extending 1,700 feet to the south will be closed to the public from May 15th to July 2nd 2021. The work zone will be secured with orange fencing and will include signage.

2. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on May 6th, 2021, and shall continue through December 30, 2021, unless earlier terminated as permitted by this Agreement (the "Term").

3. LICENSE FEE. Conservation District shall have the use of the Licensed Premises at no cost. The parties agree that the benefit to the Property and the public benefit of the Project shall be considered adequate consideration. The Project shall be completed by Conservation District at no cost to City.

4. LIMITED USE. The Licensed Premises will only be used to work on the Project and for no other purpose. The work to be performed on the Licensed Premises is summarized as follows and is subject to the stated requirements:

- (a) Transportation, access, and staging for equipment, tools, and materials;
- (b) Conservation District shall use the existing trail for access to Keene Creek;
- (b) In-stream excavation and grading, including moving and re-shaping the channel to create a stable pattern, profile, and dimension as shown on Exhibit B;
- (c) Installation of stream grade control structures made out of natural materials such as boulders or logs;
- (d) Seeding and re-vegetation of the riparian zone with native trees and grasses; and
- (e) Restoring all disturbed areas with erosion control blanket and seeding.

The exact plans for the Project are described on the attached Exhibit B. Any activities not approved by the Manager may be grounds for termination of this Agreement.

5. UTILITIES. Conservation District agrees to follow all notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) regarding determination of underground utilities and notification of property owners. Failure to abide by the notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) shall be grounds for immediate termination of this Agreement.

6. ADDITIONAL AUTHORIZATION. Conservation District acknowledges that this Agreement only provides a license to use the Licensed Premises to complete its Project. Conservation District also acknowledges that it is responsible to obtain written permission from all other owners claiming a right, title, or interest in the real property affected by the Project. Conservation District shall obtain the proper permits, licenses, or other permissions needed from various local, state, and/or federal agencies and entities to execute the Project.

7. INTENTIONALLY OMITTED.

8. TERMINATION.

A. City may terminate this Agreement with or without cause by providing at least seven (7) calendar days' written notice to Conservation District.

B. City may terminate this Agreement immediately on notice to Conservation District if City believes in good faith that the health, welfare, or safety of occupants or neighbors of the Property would be placed in immediate jeopardy by the continuation of this Agreement.

9. CITY WARRANTY. City makes no representation that the Licensed Premises is suitable for any particular purpose or specific uses and Conservation District accepts the Licensed Premises in "as is" condition without representations or warranties of any kind. City makes no warranties that it actually owns or has an interest in the Property.

10. MAINTENANCE AND RESTORATION.

A. The Project utilizes Natural Channel Design methodology, which, by design, may result in some shifting and settling of the stream channel and in-stream structures. However, Conservation District agrees to exercise reasonable care and best practices in performance of the Project. By June 1st, 2022, Conservation District shall provide a narrative report of the outcome of the Project and an as-built drawing to City showing the alignment and improvements to Keene Creek. Conservation District is not obligated to finance or undertake further improvements once the Project is completed, except that Conservation District shall inspect and maintain vegetation and trees within the Licensed Premises for three years after completion of the Project to monitor and ensure the re-establishment of said vegetation and trees.

B. Prior to expiration of the Term, Conservation District shall restore the Licensed Premises to the equivalent of its original condition at the time of execution of this Agreement or better, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the Licensed Premises by Conservation District, its employees, servants, agents, contractors, invitees, and licensees.

C. Conservation District shall not make any alterations or improvements to the Licensed Premises that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. Conservation District agrees to pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Premises by Conservation District, its employees, servants, agents, contractors, invitees, and licensees during the Term.

11. HOLD HARMLESS. Conservation District agrees to defend, indemnify, and save harmless City, and its officers, agents, servants, and employees from any and all liens, judgments, claims including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of City by reason of death or injury to person or persons or the loss or damage to any property of City's or any cause of action arising out of or in connection with or relating to Conservation District's use or occupancy of the Licensed Premises except those claims, causes of action, liabilities or damages relating to or arising from or based upon the negligence, willful acts or omission of City and its officers, agents, servants or employees. On ten days' written notice from City, Conservation District will appear and defend all lawsuits against City growing out of such injuries or damages using counsel acceptable to City. Notwithstanding anything to the contrary contained herein, City and Conservation District shall each be responsible for their own respective acts and the results thereof and shall not be responsible for the acts of the other party. City's liability is governed by Minnesota Statutes Chapter 466 other applicable law.

12. INSURANCE. During the Term, Conservation District shall have such coverage as will protect Conservation District and City against risk of loss or damage to the Licensed Premises and any other property of City permanently located or exclusively used at the Property and against claims that may arise or result from the use of the Licensed Premises during the Term. Conservation District shall procure and maintain continuously in force Public Liability and Automobile Insurance written on an “occurrence” basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. Conservation District shall provide City with Certificate(s) of Insurance evidencing the required insurance coverage, with 30-day notice of cancellation, non-renewal, or material change provisions included. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect Conservation District’s interests and liabilities. The required insurance policies must be in form and substance that is acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require Conservation District to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

13. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting Conservation District or Conservation District personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. Conservation District and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers’ Compensation Act of the State of Minnesota on behalf of Conservation District’s employees or agents while so engaged, shall in no way be the responsibility of City.

14. ASSIGNMENT. Conservation District shall not in any way assign or transfer its rights or interests under this Agreement. However, Conservation District may hire contractors to work on the Project. Any contractor hired by Conservation District shall procure the proper insurance coverages as described in Section 12 above and provide proof of coverage to City prior to conducting any work on the Licensed Premises. Conservation District shall remain primarily responsible for all work performed by any contractor or subcontractor.

15. LAWS, RULES AND REGULATIONS.

A. Conservation District agrees to conduct its activities related to the Licensed Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Conservation District shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

B. Conservation District agrees to procure, at Conservation District's expense, all licenses and permits necessary for carrying out its obligations under this Agreement and completing the Project, including but not limited to DNR public waters, fill, erosion control, and shoreland permits.

16. RECORDS RETENTION. Conservation District agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

17. GOVERNMENT DATA PRACTICES. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. Conservation District shall comply with Minn. Stat. § 13.05, Subd. 11. Conservation District agrees to hold City, its officers, and employees harmless from any claims resulting from Conservation District's failure to comply with this law.

18. WAIVER. The waiver by City or Conservation District of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.

19. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

20. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between Conservation District and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

21. NOTICES. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

South St Louis Soil and Water Conservation District Attn: Ann Thompson 215 North 1st Ave. E., Room 301 Duluth, Minnesota, 55802	City of Hermantown Attn: Community Development Director 5105 Maple Grove Road Hermantown, Minnesota, 55811
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or to such other persons or addresses as the parties may designate to each other in writing from time to time.

22. COMPLIANCE WITH AGREEMENT. The rights of Conservation District to use the Licensed Premises are subject to Conservation District's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

23. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

24. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

25. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so,

and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

26. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF copy which shall be considered an original and shall be binding and enforceable against such party.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date as indicated below.

CITY OF HERMANTOWN, MINNESOTA

SOUTH ST LOUIS SOIL AND WATER
CONSERVATION DISTRICT

By: _____
Mayor

By: _____

ATTEST:

Printed Name: _____

City Clerk

Title: _____

Dated: _____

Dated: _____

EXHIBIT B

