



## **Hermantown City Council Meeting – May 17, 2021**

Because of attendance limitations at the regular meeting location due to the health pandemic, Hermantown's May 17, 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/81933771067?pwd=MVFJMFJJKmFzWjhpMzJLRlRjVm1LQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 819-3377-1067 and the passcode of 361053.

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](mailto:jwicklund@hermantownmn.com) up to 3:30 p.m. the day of the meeting with the e-mail title "May 17, 2021, Meeting." It is important to note that all comments regarding the May 17, 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 17, 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 Continuation Meeting May 17, 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 17, 2021 at 4:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

**City Council Continuation Meeting May 17, 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**
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
  - A. Christopher G. Knopik, CPA, CFE, & Lance Lauinger, CPA Director, State and Local Government, CLA CliftonLarsonAllen LLP *(Pre-Agenda Only)*  
RE: 2020 Audit
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 [May 3, 2021 City Council Minutes](#) & [May 10, 2021 Special Meeting Minutes](#)
  - B. **Accounts Payable** – Approve general city warrants from May 1, 2021 through May 15, 2021 in the amount of \$319,939.39  
  
(motion, roll call)
10. **MOTIONS**

**11. ORDINANCES**

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

- A. **2021-58**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A First Amendment To The Development Agreement With KTJ 360, LLC

(motion, roll call)

- B. **2021-59**      Resolution Approving A Grant Contract Agreement Between The City Of Hermantown And Mediacom Minnesota LLC And Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Such Grant Agreement On Behalf Of The City Of Hermantown

(motion, roll call)

- C. **2021-60**      Resolution Approving A Request For Proposals For Design, Inspection And Construction Engineering Services For Hwy 53 Water Tower Reconditioning

(motion, roll call)

**13. RECESS**

CITY OF HERMANTOWN  
CITY COUNCIL MEETING  
May 3, 2021  
6:30 p.m.

## **MEETING CONDUCTED IN PERSON & VIA ZOOM**

### **Pledge of Allegiance**

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

**CITY STAFF:** John Mulder, City Administrator; Bonnie Engseth, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications Director; Steve Overom, City Attorney

**ABSENT:**

**VISITORS:** 1

### **ANNOUNCEMENTS**

Mayor Boucher thanked Sergeant Bill Marsolek for his years of service and congratulated him on his retirement and congratulated Jon Pernu on his promotion to Sergeant and the 3 new police officers who were officially sworn in this evening.

### **PUBLIC HEARING**

### **COMMUNICATIONS**

Communications 21-54 through and including 21-66 were read and placed on file.

Communication 21-66 from Kevin Orme, Director of Finance & Administration to Mayor & City Council regarding Health Insurance

### **PRESENTATIONS**

### **PUBLIC DISCUSSION**

### **CONSENT AGENDA**

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

- A. Approve April 19, 2021 City Council Continuation Minutes
- B. Approve general city warrants from April 16, 2021 through April 30, 2021 in the amount of \$413,502.31

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

Second Reading

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Ordinance 2021-03, An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 850, Speed Limits. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

## RESOLUTIONS

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

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2021-54, Resolution Approving The Grant Between City Of Hermantown And Western Lake Superior Sanitary District. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

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

Motion made by Councilor Hauschild, seconded by Councilor Peterson to adopt Resolution 2021-55, Resolution Authorizing And Directing Mayor And City Clerk To Execute An Addendum To Engineering Contract For Road Improvement District No. 534 (Ugstad Road). Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**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 made by Councilor Nelson, seconded by Councilor Geissler to adopt Resolution 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. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**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 made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 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. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

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

---

Mayor

ATTEST:

---

Clerk

**CITY COUNCIL  
SPECIAL MEETING  
Via Zoom**

**Monday, May 10, 2021 at 6:30 P.M.**

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

**ABSENT:** Councilor Geissler

**CITY STAFF:** John Mulder, City Administrator; Eric Johnson, Community Development Director; Joe Wicklund, Communications Director; Steve Overom, City Attorney

**OTHERS:**

**CLOSED SESSION**

Motion made by Councilor Peterson, seconded by Councilor Nelson to go into a closed session of the Hermantown City Council pursuant to Minnesota Statutes Section 13D.05 Subd 3 (c) (3) to develop and consider an offer or counteroffer for the purchase of real property located in the Hermantown Marketplace within the City of Hermantown. Motion carried

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

---

Mayor

ATTEST:

---

Clerk



**CITY OF HERMANTOWN**

CHECKS #67318-#67357  
05/1/2021-05/15/2021

PAYROLL CHECKS

Electronic Checks - #70829-70868 69,874.84

LIABILITY CHECKS

Electronic Checks - #70824-70828 \$54,281.96

Check - #67318 \$974.45

**PAYROLL EXPENSE TOTAL \$125,131.25**

ACCOUNTS PAYABLE

Checks - #67319-67357 \$192,026.43

Electronic Payments -#99874-#99875 \$2,781.71

**ACCOUNTS PAYABLE TOTAL \$194,808.14**

**TOTAL \$319,939.39**

**CITY OF HERMANTOWN, MN 05/01/2021-05/15/2021**  
**Check # is between 67318 and 67357 or Check # is between -99875 and -99874**

5/11/2021

Page 1

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	887.89	-99875
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,893.82	-99874
101	421100	Police Administration	APPLIED CONCEPTS INC	Cables	332.00	67319
275	452200	Community Building	BRAUN INTERTEC CORPORATION	EWC RAP/CCP Implementation	260.00	67320
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Pump Holding Tank Rose Rd Ball	350.00	67321
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	43.32	67322
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	43.33	67322
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	43.33	67322
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	79.98	67323
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	67324
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67324
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.41	67324
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.41	67324
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67324
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	67324
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67324
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinet	175.22	67324
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67324
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	67324
101	431901	City Garage	CINTAS CORPORATION	Supplies	29.75	67324
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2020 Audit	2,520.00	67325
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2020 Audit	11,760.00	67325
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2020 Audit	2,520.00	67325
101	419100	Community Development	COMMISSIONER OF REVENUE	Tax Forfeited Land Conveyance	250.00	67326
601	494300	Water Distribution	CORE & MAIN LP	Chargers for H2O meter reader	142.84	67327
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Radios	15,984.00	67327
101	431100	Street Department	DULUTH LAWN & SPORT	Riding Mower Parts	47.46	67328
101	421100	Police Administration	DULUTH NEWS-TRIBUNE	Newspaper PD 52 wks	298.88	67329
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Keyboard swap Squad 20	45.00	67330
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 19	51.84	67331
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change 214 Explorer EKL080	38.67	67331
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 18	52.69	67331
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 21	74.37	67331
101	431100	Street Department	H & L MESABI	Plow Cutting Edges for Trucks	3,206.00	67332
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	66.00	67333
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Notice Property Assessments-LB	132.00	67333
601	494400	Water Administration and General	HERMANTOWN STAR LLC	Drinking Water Report	387.75	67333
101	431100	Street Department	HERMANTOWN STAR LLC	Ordinance 2021-02 Updated Rd I	66.00	67333

CITY OF HERMANTOWN, MN 05/01/2021-05/15/2021  
 Check # is between 67318 and 67357 or Check # is between -99875 and -99874

5/11/2021

Page 2

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z B Johnson S	66.00	67333
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Alc Beverage Lic Fee Ordinance	132.00	67333
230	465100	HEDA	ICS	Hermantown Recreation Initiati	2,400.00	67334
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica	207.38	67335
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Toshiba	42.89	67335
101	421100	Police Administration	KIESLER'S POLICE SUPPLY, INC.	Firearm	429.00	67336
603	441100	Storm Water	LEAGUE OF MINNESOTA CITIES	MN Cities Stormwater Coalition	640.00	67337
603	441100	Storm Water	MACQUEEN EQUIPMENT, LLC	Street Sweeper Rental 4/8/21-5	14,000.00	67338
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	67339
601	494400	Water Administration and General	MEDIACOM	Internet PW	45.38	67339
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	67339
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	68.07	67339
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	99.06	67339
101	431100	Street Department	MEDIACOM	Internet PW	113.45	67339
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	396.26	67339
601	494400	Water Administration and General	MEDIACOM	Phone PW	9.06	67339
101	431100	Street Department	MEDIACOM	Phone PW	22.64	67339
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.59	67339
275	452200	Community Building	MEDIACOM	EWC - Line for Elevator	184.27	67339
101	452100	Parks	MENARD INC	Paper towel holder - rose rd b	8.58	67340
101	431901	City Garage	MENARD INC	Batteries	29.98	67340
601	494300	Water Distribution	MENARD INC	One Call Marking Paint	1,003.80	67340
602	494500	Sewer Maintenance	MENARD INC	One Call Marking Paint	253.36	67340
601	494300	Water Distribution	MENARD INC	One Call Marking Paint	253.37	67340
602	494500	Sewer Maintenance	MENARD INC	One Call Marking Paint	1,003.80	67340
101	421100	Police Administration	METRO SALES INC	Copier Lease	339.84	67341
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	39.56	67342
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	180.69	67342
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	158.11	67342
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	112.93	67342
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	356.04	67342
275	452200	Community Building	MN POLLUTION CONTROL AGENCY	EWC- VIC Reimbursements	62.50	67343
101	422902	Firehall #2 Morris Thomas Road	MN POWER	Electricity FH #2	102.90	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	273.95	67344
602	494900	Sewer Administration and General	MN POWER	Electricity Sewer	488.37	67344
602	494900	Sewer Administration and General	MN POWER	Electricity PW	98.80	67344
101	452100	Parks	MN POWER	Electricity Little Leagues	16.71	67344
605	431160	Street Lighting	MN POWER	Electricity Traffic Lights	637.11	67344

**CITY OF HERMANTOWN, MN 05/01/2021-05/15/2021**  
**Check # is between 67318 and 67357 or Check # is between -99875 and -99874**

5/11/2021

Page 3

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	452200	Community Building	MN POWER	Electricity Ethan Allen bldg	193.18	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	341.93	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	417.60	67344
601	494400	Water Administration and General	MN POWER	Electricity Water	620.79	67344
101	419901	City Hall & Police Building Maintenance	MN POWER	Electricity CH	1,973.19	67344
101	422903	Firehall #3 Midway Road	MN POWER	Electricity FH #3	73.01	67344
275	452200	Community Building	MN POWER	Electricity EWC	8,713.92	67344
101	431901	City Garage	MN POWER	Electricity PW	247.00	67344
275	452200	Community Building	MN POWER	Electricity EWC Garage -Mar	110.60	67344
101	431901	City Garage	MN POWER	Electricity Maple Gr Garage	24.39	67344
101	452100	Parks	MN POWER	Electricity Parks	164.73	67344
101	452200	Community Building	MN POWER	Electricity Comm Bldg	467.13	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	626.09	67344
601	494400	Water Administration and General	MN POWER	Electricity PW	148.20	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	16.36	67344
605	431160	Street Lighting	MN POWER	Electricity Street Lights	414.08	67344
101	422901	Firehall #1 Maple Grove Road	MN POWER	Electricity FH #1	1,261.54	67344
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Rd Reconditioning MSA P	38,358.37	67345
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts	38.04	67346
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts/Washers	80.28	67346
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Lock Nuts	23.68	67346
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lavaque Junction Rd Reconstruc	4,345.00	67347
603	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2327 MS4 Review	910.00	67347
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Old Hwy 2 Reclamation	975.00	67347
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2313 - MSA	130.00	67347
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Keene Creek Trail	1,490.00	67347
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	4 Square,Preagenda,Council mtg	1,040.00	67347
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2331 FMP Map Update	390.00	67347
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trunk Sewer Spur Se	3,745.00	67347
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	715.00	67347
601	494300	Water Distribution	PRO PRINT INC	2,500 Utility Dept Door Hanger	485.08	67348
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Misc supplies	90.92	67349
101	421100	Police Administration	SAM'S CLUB DIRECT	Misc supplies	15.48	67349
101	421100	Police Administration	SHEL/DON GROUP INC	Business Cards New Officer	84.04	67350
101	421100	Police Administration	ST LOUIS COUNTY AUDITOR	2021 Shield Fee 16 @\$531.92	8,510.72	67351
101	421100	Police Administration	ST LOUIS COUNTY AUDITOR	2021 Emert Fee 12@\$274.95	3,299.40	67351
101	421100	Police Administration	ST LOUIS COUNTY AUDITOR	2021 MDC Fee 13@\$420	5,460.00	67351
101	419100	Community Development	ST LOUIS COUNTY AUDITOR	Tax Forfeited Land Conveyance	322.65	67352

CITY OF HERMANTOWN, MN 05/01/2021-05/15/2021  
 Check # is between 67318 and 67357 or Check # is between -99875 and -99874

5/11/2021

Page 4

Fund	Account	Department	Vendor Name	Description	Amount	Check #
603	441100	Storm Water	ST LOUIS COUNTY RECORDERS OFFICE	Stormwater Certificate EDSA St	46.00	67353
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Permit Triple J Holdings	46.00	67353
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease Toshiba	145.57	67354
101	431100	Street Department	TOWMASTER	Pump for H0 Brine System	701.73	67355
101	452100	Parks	UNITED RENTALS (NORTH AMERICA) INC	Concrete Vibrator Rental	96.00	67356
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	42,613.00	67357
602	494500	Sewer Maintenance	WLSSD	2020 Adjustment	-1,587.00	67357
<b>Totals:</b>					<b>121 records printed</b>	<b>194,808.14</b>

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



**DATE:** May 10, 2021                      **Meeting Date:** 5/17/21  
**SUBJECT:** First Amendment to the                      **Agenda Item: 12-A**                      **Resolution 2021-58**  
Development Agreement – The  
Pillars of Hermantown

---

**REQUESTED ACTION**

**Approve an amendment to the Development Agreement between KTJ 360, LLC and City of Hermantown for the Pillars of Hermantown.**

---

**DESCRIPTION OF REQUEST**

Requested is approval of an amendment to the Development Agreement between KTJ 360, LLC (Developer) and the City of Hermantown (City) for the Pillars of Hermantown. The amendment includes the following items:

- Outlines the responsibilities of the Developer regarding the payment of the public watermain to the Pillars property;
  - Amends the required payment date of the park dedication associated with the project;
  - Identifies an amount for the letter of credit associated with the landscape installation and completion date of said landscaping;
  - Identifies an amount for the letter of credit associated with the stormwater improvements and completion date of said improvements.
- 

**SOURCE OF FUNDS (if applicable)**

---

**ATTACHMENTS**

First Amendment of Development Agreement  
Agreement of Assessment

**Resolution No. 2021-58**

**RESOLUTION AUTHORIZING AND DIRECTING  
THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER  
A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH KTJ 360, LLC**

WHEREAS, KTJ 360, LLC (“Developer”) owns property located within the City of Hermantown;  
and

WHEREAS, Developer entered into a Development Agreement (“Agreement”) with the City of Hermantown (“City”) on May 5, 2020 which was recorded on June 8, 2020 with the Recorder’s Office of St. Louis County, Minnesota as Document No. 1381803 to construct a Planned Unit Development (“Project”); and

WHEREAS, Developer has requested a First Amendment to the Agreement to amend certain phases of the payment schedule to reflect the present status of the construction schedule; and

WHEREAS, the City Attorney has prepared a First Amendment to Development Agreement (“First Amendment”) with respect to the Developer’s request; and

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

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

1. The First Amendment substantially in the form of the one attached hereto as Exhibit A is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the First Amendment on behalf of the City.

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

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was duly passed and adopted May 17, 2021.





[TOP THREE INCHES RESERVED FOR RECORDING DATA]

---

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF HERMANTOWN AND  
KTJ 360, LLC**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **City of Hermantown** (“City”) and **KTJ 360, LLC** a Minnesota limited liability company, (“Developer”) in response to the following situation:

A. City and Developer entered into a Development Agreement (“Agreement”) dated May 1, 2020 and recorded on June 8, 2020 in the Office of the St. Louis County Recorder as Document No. 01381803 for the development of a multi-unit residential facility in the City of Hermantown (“Project”).

B. City and Developer desire to amend the terms of the Agreement as provided for by this First Amendment.

NOW THEREFORE, City and Developer hereby agree to amend the Agreement as follows:

1. **Amendment to Section 4.1.3.** Section 4.1.3 of the Agreement is hereby amended to read as follows:

“4.1.3 Developer agrees to pay the sum of Sixty-six Thousand One Hundred Ninety and No/100 Dollars (\$66,190.00) for the extension of the watermain from Maple Grove Road to the south property line of the Land pursuant to the terms of the Agreement of Assessment attached hereto as Exhibit A.”

2. **Amendment to Section 4.1.5.** Section 4.1.5 of the Development Agreement is hereby amended to read as follows:

“4.1.5 Developer shall pay all required park dedication fees prior to the issuance of a building permit for the Project.”

3. **Amendment to Section 13.1.9.** Section 13.1.9 of the Development Agreement is hereby amended to read as follows:

“13.1.9 Developer has planted all of the landscape in accordance with the Approved Site Plan or an irrevocable letter of credit in the amount of \$140,000.00 representing the estimate of the cost of materials and installation is provided to City to ensure the completion of all landscaping. The letter of credit must be irrevocable and in form and substance acceptable to the City Administrator and City Attorney. Notwithstanding anything to the contrary contained herein, the landscaping shall, in all events, be completed by June 30, 2024.”

4. **Amendment to Section 13.1.11.** Section 13.1.11 of the Development Agreement is hereby amended to read as follows:

“13.1.11 The Stormwater Certificate and all Stormwater Improvements required by the Stormwater Certificate have been completed or an irrevocable letter of credit in the amount of \$224,000.00 representing the estimate of the cost of construction of all Stormwater Improvements required by the Stormwater Certificate is provided to City to ensure the completion of all Stormwater Improvements required by the Stormwater Certificate. The letter of credit must be irrevocable and in form and substance acceptable to the City Administrator and City Attorney. Notwithstanding anything to the contrary contained herein, the Stormwater Improvements shall, in all events, be completed by June 30, 2024.”

5. Except as amended by this First Amendment to Development Agreement, the remaining terms and provisions of the Agreement remain in full force and effect.

6. All capitalized terms when used in this First Amendment to Development Agreement shall have the meanings given to them in the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]





**AGREEMENT OF ASSESSMENT**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the **City of Hermantown**, State of Minnesota, hereinafter referred to as the “City,” and **KTJ 360, LLC**, a Minnesota limited liability company, hereinafter referred to as “Owner,” whether one or more, in response to the following situation:

A. City has constructed a watermain (“Water Main”) that serves property owned by Owner located in the City of Hermantown, St. Louis County, Minnesota legally described on Exhibit A attached hereto (“Owner’s Property”).

B. The City incurred a cost of Sixty-six Thousand One Hundred Ninety and No/100 Dollars (\$66,190.00) (“Water Main Cost”) to construct the Water Main.

C. Owner’s Property has been benefitted by the construction of the Water Main.

D. City is authorized to impose a water availability charge on Owner’s Property to cover the Water Main Cost pursuant to Minnesota Statutes § 444.075.

E. Owner agreed to pay the Water Main Cost pursuant to Section 4.1.3 of that certain Development Agreement (“Development Agreement”) dated May 5, 2020 between Owner and City on the date of the execution of the Development Agreement.

F. Owner has requested additional time to pay the Water Main Cost and City is willing to grant Owner’s request pursuant to the terms of this Agreement.

NOW, THEREFORE, Owner and City hereby agree as follows:

1. Owner reaffirms Owner’s obligation to pay the Water Main Cost.

2. Owner agrees to pay the Water Main Cost as follows:

2.1. Thirteen Thousand Two Hundred Thirty-eight and No/100 Dollars (\$13,238.00) in cash upon the execution hereof.

2.2. The remaining balance of Fifty-two Thousand Nine Hundred Fifty-two and No/100 Dollars (\$52,952.00) shall be payable in equal annual installments, including principal and interest, extending over a period of ten (10) years, with interest at the rate of four percent (4%) per annum, from and after the date hereof in an amount annually required to pay the principal over such period at such interest rate. The first of such installments is to be paid with the general taxes for 2021, collectible with such taxes during 2022. Owner may at any time prior to December 31, 2021, pay the entire remaining balance without interest, to the Hermantown City Clerk. Owner may at any time thereafter pay to the Hermantown City Clerk the entire amount remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Any such payment must be made

before November 15 or interest will be charged through December 31 of the succeeding year.

3. This Agreement is made pursuant to the provisions of Minnesota Statutes § 444.075, including, without limitation, Minnesota Statutes § 444.075, Subd. 3, Subd. 3d and Subd. 3e.

4. This Agreement will be filed for record with the appropriate St. Louis County land title recording office to reflect the fact that this Agreement is binding upon Owner and the heirs, successors and assigns of Owner and “runs with the land.”

5. This Agreement shall be governed by the laws of the State of Minnesota.

6. Owner understands and agrees not to apply for deferral of the Water Main Cost and that the City will not grant or approve any deferral of the Water Main Cost.

7. Owner shall pay to City’s utility department all applicable water and sewer hook-up charges prior to obtaining a building permit for any developer on Owner’s Property (“Owner’s Development”).


8. The terms and provisions of the Development Agreement and First Amendment to the Development Agreement of even date herewith shall continue in full force and effect.



IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on the date first above-written.

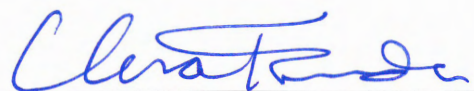
**OWNER:**

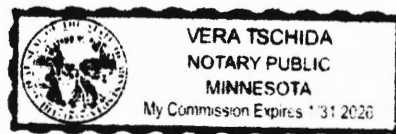
**KTJ 360, LLC**

By   
Its Vice President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ~~ST. LOUIS~~ )  
  HENNEPIN

On this 6 day of May, 2021, before me, a notary public within and for said County, personally appeared David Scott, the Vice President of KTJ 360, LLC, who executed the foregoing instrument and acknowledged that they executed the same on behalf of KTJ 360, LLC.

  
Notary Public



IN WITNESS WHEREOF, City has caused this Agreement to be executed on the date first above-written.

CITY OF HERMANTOWN

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

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

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
Steven C. Overom  
Overom Law, PLLC  
11 E. Superior Street  
Ste 543  
Duluth, MN 55802



**EXHIBIT A**  
**Legal Description**

South Half of the West Half of Southwest Quarter of Southwest Quarter (S 1/2 of W 1/2 of SW ¼ of SW ¼) Section 14, Township 50 North Range 15.

This is Abstract property.

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



**DATE:** May 12, 2021                      **Meeting Date:** 5/17/21  
**SUBJECT:** Mediacom Grant                      **Agenda Item: 12-B**                      **Resolution 2021-59**

---

**REQUESTED ACTION**

**Approve a grant contract agreement with Mediacom to assist in the development and extension of broadband infrastructure**

---

**BACKGROUND**

Mediacom recently receive notice that they had received a state grant of \$624,752 to provide internet service to over 200 homes in unserved and underserved areas in Hermantown. Mediacom will be investing \$585,253 in the projects. The grant agreement would provide \$39,499 from the City to assist Mediacom in this project. The work is expected to be completed December 2022.

---

**SOURCE OF FUNDS (if applicable)**

Cable TV Fund - 230-465100-319

---

**ATTACHMENTS**

Grant Contract Agreement

**Resolution No. 2021-59**

**RESOLUTION APPROVING A GRANT CONTRACT AGREEMENT BETWEEN  
THE CITY OF HERMANTOWN AND MEDIACOM MINNESOTA LLC  
AND AUTHORIZING AND DIRECTING THE MAYOR AND  
CITY CLERK TO EXECUTE AND DELIVER SUCH GRANT AGREEMENT ON BEHALF OF  
THE CITY OF HERMANTOWN**

WHEREAS, the City of Hermantown (“City”) desires to the promote access to broadband services within the City and to encourage implementation of broadband infrastructure to unserved and/or underserved areas of the City (“Project”); and

WHEREAS, the City is authorized and empowered by Minn. Stat. § 412.221, Subd. 2 and 32 to enter into a grant contract agreement to assist broadband providers with eligible infrastructure acquisition and installation costs; and

WHEREAS, to further the interests of the City and its residents, City desires to enter into a Grant Contract Agreement (“Grant Agreement”) with Mediacom Minnesota LLC (“Mediacom”) to assist in the development and deployment of broadband infrastructure; and

WHEREAS, a form of a Grant Contract Agreement is attached hereto as Exhibit A which outlines the terms and provisions acceptable to the City and Mediacom for the utilization of such Grant; and

WHEREAS, the City Council has reviewed the Grant Agreement and believes that it is in the best interests of the City of Hermantown to approve the Grant Agreement substantially in the form of the one attached hereto and authorize and direct the Mayor and City Clerk to execute and deliver the Grant Agreement on behalf of the City of Hermantown.

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

1. The Grant Agreement substantially in the form of the one attached hereto as Exhibit A between the State of Minnesota and the City of Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Grant Agreement substantially in the form attached hereto on behalf of the City.

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

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 17, 2021.

EXHIBIT A

**GRANT CONTRACT AGREEMENT  
Mediacom Minnesota LLC  
\$39,499.00**

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

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

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

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

**Grant Contract Agreement**

**1. Term of Grant Contract Agreement.**

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

1.2. **Expiration Date.** December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

**2. Grantee's Duties.**

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

- EXHIBIT A – Grantee's Duties
- EXHIBIT A-1 – Hermantown Properties Passed
- EXHIBIT B – Approved Budget
- EXHIBIT C – Project Timetable
- EXHIBIT D – Conflict of Interest Form

EXHIBIT E – Certificate of Completion

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

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

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

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

**4. Consideration and Payment.**

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

**4.1.1. Grant.** The Grantee will be paid \$39,499.00 for the items identified on Exhibit B attached hereto upon the final completion of the Project.

**4.1.2. Total Obligation.** The total obligation of the City for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$39,499.00.

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

**6. Authorized Representative.**

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

**6.2.** The Grantee's Authorized Representative is Jason Janesich, Area Director of Operations, Mediacom Minnesota LLC, 3150 E. Beltline, Suite 2, Hibbing, MN 55746 and phone: 507-461-3030(c), [jjanesich@mediacomcc.com](mailto:jjanesich@mediacomcc.com). If the Grantee's Authorized

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

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

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

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

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

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

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

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

10. **Intellectual Property Rights.** For the purposes of this grant contract agreement, Project Materials means copyrights and all works developed in the performance of this grant contract agreement, including, but not limited to, the finished product and any deliverables, including any software or data. Project Materials do not include any materials that Grantee developed, acquired or otherwise owned or had a license to use prior to the date of this grant contract agreement. All Project Materials are agreed by Grantee to be "works made for hire" as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Grantee hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under

federal law. Grantee shall provide City with copies of all Project Materials. Upon request by Grantee, City may authorize Grantee to use specified Project Materials to evidence Grantee's progress and capability. In all such uses of Project Materials by Grantee, reference shall be made to City and the Project and that the Project Materials are owned by City. Grantee also acknowledges and agrees that all names and logos provided to Grantee by City for use in connection with the Project are and shall remain the sole and exclusive property of City.

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

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

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

13. **Publicity and Endorsement.**

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

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

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

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

15. **Termination.**

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

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

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

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

[SIGNATURES APPEAR ON NEXT PAGE]



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

**CITY:**

**City of Hermantown**

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

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

**GRANTEE:**

**Mediacom Minnesota LLC**

By  \_\_\_\_\_  
Bill Jensen

Its Group Vice President

**EXHIBIT A**  
**GRANTEE'S DUTIES**

The Grantee will:

1. Administer the project in accordance with the requirements of the Minnesota Border-to-Border Broadband Development Grant Agreement (“State Grant Agreement”) dated \_\_\_\_\_. Mediacom Minnesota LLC is expected to invest \$1,249,503.00 in overall eligible expenditures in the partial St. Louis County in Northland Minnesota, including the \$39,499.00 match of City grant funds.
2. Acquire, construct, install broadband infrastructure and provide access to broadband service to passings in the City of Hermantown as outlined in Mediacom Minnesota LLC’s Broadband Grant Application for the State Grant Agreement at or above 25 Mbps download and at least 3 Mbps upload speeds at retail prices stated in the State Grant Application, with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload. The project area includes an area within the City of Hermantown identified on Exhibit A-1. Construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of both “middle mile” and “last mile” infrastructure; equipment (including fiber); and installation and testing of the broadband service.
3. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement. Accounting methods must be in accordance with generally accepted accounting principles.
4. Complete the project in accordance with the approved budget within the time frames specified in this grant contract agreement. See Exhibit B for Budget and Exhibit C for Timetable.
5. Promptly notify the City of any proposed material change in the scope of the project, budget or completion date, which must be approved by the City, prior to implementation.
6. Have on file the necessary documentation to show that all project funds have been used for the items stated in the application.
7. Adhere to all other requirements of this State Grant Agreement and the City grant contract agreement.







**EXHIBIT B**  
**APPROVED BUDGET**

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

Use of Funds (Activity-Category)	Amount	State Source of Funds (Grant/Mediacom Match/City Match)			Percent Match Local	Date Funds Committed
		State	Mediacom	City		
Labor Costs	\$ 872,123.00	\$ 436,061.00	\$ 408,493.00	\$ 27,569.00	50/50	Upon Grant Award
Material Costs	\$ 310,598.00	\$ 155,299.00	\$ 145,480.00	\$ 9,819.00	50/50	Upon Grant Award
Installation Costs	\$ 66,782.00	\$ 33,391.00	\$ 31,280.00	\$ 2,111.00	50/50	Upon Grant Award
<b>TOTAL</b>	<b>\$ 1,249,503.00</b>					
<b>Sources of Funding</b>	<b>Amount</b>	<b>% of Project</b>				
State Grant Request	\$624,752.00	50%				
Mediacom Investment	\$585,253.00	46.8388%				
City of Hermantown Grant	\$39,499.00	3.1612%				



**EXHIBIT C**  
**PROJECT TIMETABLE**

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

**EXHIBIT D**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

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

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

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

Mediacom Minnesota, LLC

Bill Jensen  
Printed name

By [Signature]  
Its Group Vice President

5/10/21  
Date



**EXHIBIT E**  
**CERTIFICATE OF COMPLETION**

Date of Issuance: \_\_\_\_\_, 20\_\_

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

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

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

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

**Mediacom Minnesota, LLC**

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

**[Grantee’s Engineer]**

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



**Resolution No. 2020-60**

**RESOLUTION APPROVING A REQUEST FOR PROPOSALS FOR DESIGN, INSPECTION  
AND CONSTRUCTION ENGINEERING SERVICES FOR HWY 53 WATER TOWER  
RECONDITIONING**

WHEREAS, the City of Hermantown (“City”) desires to obtain design, inspection, and construction engineering services with respect to Hwy 53 Water Tower Reconditioning (“Project”); and

WHEREAS, City Staff has prepared a Request for Proposals (RFP) for engineering services for the “Project” and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Request for Proposals as shown on Exhibit A attached hereto and authorize and direct the City Administrator to advertise and seek proposals per the RFP.

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

1. The Request for Proposals is approved, and
2. The City Administrator is hereby authorized and directed to advertise and seek proposals for design, inspection, and construction engineering services for Hwy 53 Water Tower Reconditioning substantially in the form attached hereto as Exhibit A.

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

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 17, 2021.

**EXHIBIT A**

**REQUEST FOR PROPOSAL  
CITY OF HERMANTOWN, MN**

**May 17, 2021**

**WATER TOWER RECONDITIONING**

**Hwy 53 Water Tower**

## **PROJECT OVERVIEW**

The City of Hermantown is interested in retaining an Engineering "Consultant" to provide design and Construction Engineering services for the reconditioning of a 600,000 gallon elevated water tank, scheduled for construction in 2022.

The Hwy. 53 tank is located at 5270 Miller Trunk Hwy. near the new AERY housing facility in Hermantown, MN. The reservoir was constructed in 2001. The reservoir is scheduled for a complete rehabilitation of the interior and exterior coatings as well as structural repairs in 2022.

Manufacturer: CB& I Constructors, Inc.

Type: Steel

Capacity: 600,000 Gallons

Diameter: 58 Feet

Height to Overflow: 80 Feet

Tank Access: Roof Manway

Existing Coating: Unknown

The City is committed to providing the following:

1. Previous evaluation report from May 2016 prepared by SEH.
2. Assistance in obtaining other related information in City files pertaining to the project if needed.

## **PROJECT SCOPE**

### **A. Design / Construction Services:**

1. Pre-design
  - a. Meeting with City to confirm intent to follow/alter the recommendations prescribed and identify final project scope.
  - b. Establish overall project requirements and objectives related to contractor procurement and schedule.
  - c. Provide engineers estimate that will be used for bidding.
2. Specifications and Contract Documents
  - a. Prepare drawings and specifications, including technical sections as related to facility surface preparation and coating application (Specifying systems in accordance with AWWA D102), and structural modifications
  - b. Meet with City staff to review plans and specifications prior to final completion.
  - c. Complete and submit permit application and specification to the Minnesota Department of Health
3. Bidding Administration as coordinated with City of Hermantown
  - a. Preparing bid form & provide responses to bidder questions
  - b. Review bids and prepare letter of award recommendation
4. Construction Management
  - a. Manage, coordinate and administer the project
  - b. Submittal review and approval
  - c. Pay Applications and contract changes
  - d. Liaison with City representative
  - e. Warranty administration
5. Construction Observation/Inspection Services

- a. Full time inspector assigned to project with NACE Level 1 and AWS welding certification. (Full time is defined as 40 hours per week).
  - b. Preconstruction meeting to define roles, scope and expectations.
  - c. Monitor and approve structural repairs and modifications for conformance to specifications.
  - d. Inspection of abrasive blasting media and equipment and insure no contamination occurs from moisture or oil.
  - e. Monitor paint removal and disposal.
  - f. Monitor coating mixing and application.
  - g. Approve surface preparation samples.
  - h. Submit daily and weekly inspection reports to ensure adherence to construction schedule.
  - i. Coordinate and review testing of materials.
  - j. Develop punch list and ensure resolution.
  - k. Approve final inspection, substantial completion and project acceptance.
6. Schedule: Construction anytime April through September, 2022 construction calendar.

## **PROPOSAL CONTENTS**

### **Your submission must include the following:**

1. **Title Page** – Show the proposal subject, the name of the proposer's firm, address, name of the primary contact person, telephone number, e-mail address and the date.
2. **Design Familiarity** – The Consultant selected will be required to demonstrate and provide proof of competency in the following areas:
  - a. Project Staff must include a Protective Coatings Specialist certified by the Society for Protective Coatings and/or a Certified Coatings Inspector – Level 3 by the National Association of Corrosion Engineers that will oversee project. Inspector must also be NWS certified with at least 3 years of field experience.
  - b. Vendor shall have similar experience on at least 5 (5) elevated water storage tank coating/reconditioning projects. These projects should be within the last five (5) years. Vendor Project Manager shall have at least five (5) years' experience working directly on tank coating/reconditioning projects.
3. **Identification and Qualification of Assigned Personnel**
  - a. Project Manager – The name of the person who will be responsible for the management and administration of engineering services with the City together with a resume describing that person's experience and qualifications.
  - b. Project Inspector – The name of the person who will be responsible for the construction inspection with a resume describing that person's experience and qualifications.
4. **Project Work Plan** – A work plan describing your approach to the project and description of your approach
5. **References** – A listing of names, addresses and telephone numbers of at least three (3) references for whom the respondent has performed similar projects for in the past 5 years.
6. **Fee** – Provide cost proposal for services as identified in the above scope.

## **SELECTION**

The City has a review committee comprised of staff members and the City Engineer. The intent of the selection process is to review the proposals and make an award based upon the qualifications as described herein. Proposals will be evaluated on the "Best Value" basis with 80% qualifications and 20% cost consideration.

## **PROJECT COMPLETION DATES**

- May 20<sup>th</sup>, 2021 City Solicits Engineering Services
- June 10<sup>th</sup>, 2021 Proposals Due 2:00 pm CST
- June 15<sup>th</sup>, 2021 Selection Complete
- June 21<sup>st</sup>, 2021 City Council Awards Contract to Consultant
- June 22<sup>nd</sup>, 2021 Notice to Proceed
- Nov. Dec. 2021 Bidding
- August 31, 2022 Construction Complete

## **PROPOSAL SUBMITTAL**

Proposers are required to email the proposal to the City Administrator on or before **Thursday June 10<sup>th</sup> 2021, 2:00 CST**. Proposals received after the deadline will not be considered.

Proposals are to be sent to: John Mulder  
City Administrator City of Hermantown  
5105 Maple Grove Road Hermantown, MN 55811  
Email: [jmulder@hermantownmn.com](mailto:jmulder@hermantownmn.com)

RFP Questions:  
Paul Senst – City of Hermantown Public Works Director  
Phone: 218.729-3640  
Email: [psenst@hermantownmn.com](mailto:psenst@hermantownmn.com)

## **INSTRUCTIONS TO PROPOSERS**

Any questions on the RFP must be submitted to Paul Senst by email ([psenst@hermantownmn.com](mailto:psenst@hermantownmn.com)). An email response will be provided to all proposers.

The proposal shall be limited to a **maximum of 5 pages**, which includes cover letter, printed on one side, including all supporting documentation. Additional material, other than that requested by the City of Hermantown, will be disregarded.

## CITY ENGINEER PARTICIPATION IN RFP REVIEW

As noted elsewhere in this RFP, David Bolf, P.E., who is the City Engineer for the City of Hermantown, will participate in the review of RFP proposals.

David Bolf is the brother of Matt Bolf who works for Short Elliot Hendricksen, Inc., which is expected to submit a proposal.

David Bolf also previously worked for Salo Engineering, Inc., which is now Toltz, King, Duvall, Anderson and Associates, Incorporated.

David Bolf also has personal and professional relationships with other engineers who are expected to submit proposals.

David Bolf has consulted with the City Council of the City, the City Attorney of the City and the City Administration for the City and all have determined that he does not have an impermissible conflict of interest that would preclude him from fully participating in the RFP review process.

Notwithstanding the foregoing, the City desires to determine if its views are shared by Responders to the RFP. Accordingly, please check one of the boxes below and sign it and submit this form with your response to the RFP.

- The undersigned Responder consents to David Bolf participating in the RFP review process.
- The undersigned Responder objects to David Bolf participating in the RFP review process.

This page will not count against the ten (10) page maximum number of pages allowed for a proposal.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date



**EXHIBIT A**  
**TENNESSEN WARNING**  
**Data Practices Advisory**

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider your proposal in response to a Request for Proposal.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your proposal may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows:\_\_\_\_\_

\_\_\_\_\_.

The undersigned has read this advisory and understands it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title (if signing on behalf of an entity)

## EXHIBIT B

### Standard Municipal/Government Entity Consultant Agreement Insurance Requirements

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

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

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

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

1.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

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

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

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

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

premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Owner shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing subcontractor's comprehensive general liability policy.