



## **Hermantown City Council Meeting – July 19, 2021**

Because of attendance considerations at the regular meeting location due to the health pandemic, Hermantown's July 19, 2021, City Council Meeting will be conducted both remotely and with in-person 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. Current Minnesota Department of Health guidelines regarding the health pandemic will be observed during this meeting.

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

<https://us02web.zoom.us/j/89817127757?pwd=Zm1lU041VWZ2ZWw5d25RdHdKRG1Mz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 898-1712-7757 and the passcode of 532408.

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 "July 19, 2021, Meeting." It is important to note that all comments regarding the July 6, 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 the current social distancing and mask guidelines.



## **AGENDA**

### **Pre-Agenda Meeting Monday, July 19, 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.

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### **City Council Continuation Meeting July 19, 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, July 19, 2021 at 4:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

**City Council Continuation Meeting July 19, 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. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*  
RE: [2<sup>nd</sup> Quarter Financials](#)
  - B. Joe Wicklund, Communication Director *(Pre-Agenda Only)*  
RE: [EWC Overview – Annual Report](#)
  - C. John Mulder, City Administrator *(Pre-Agenda Only)*  
RE: Trunk Sewer Planning
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 [July 6, 2021 City Council Minutes](#)
  - B. **Accounts Payable** – Approve general city warrants from July 1, 2021 through July 15, 2021 in the amount of \$1,343,171.76  
  
(motion, roll call)

**10. MOTIONS**

- A. Motion to approve/deny Massage Establishment License Application for the following effective January 1, 2021 through December 31, 2021:

Divine Intentions, LLC, 4897 Miller Trunk Hwy

- B. Motion to approve/deny Massage Therapist License Application for the following effective January 1, 2021 through December 31, 2021:

Divine Intentions, LLC: Racheal Pecchia

**11. ORDINANCES**

- A. **2021-04** An Ordinance Amending Section 1000, State Building Code, Of The Hermantown Code Of Ordinances

First Reading

- 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. **2021-84** Resolution Authorizing A Request For Proposals For Professional Services With Bolton & Menk, Inc. For Reconditioning Miller Trunk Hwy Water Tower

(motion, roll call)

- B. **2021-85** Resolution Approving Pay Request Number 2 For Keene Creek Park Trail To Veit & Company, Inc. In The Amount Of \$101,700.83

(motion, roll call)

- C. **2021-86** Resolution Of The City Of Hermantown Lifting Local Emergency

(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

7/2/2021	21-107	Megan Pike, 3729 Johnson Rd.	Wayne Boucher, Mayor & City Council	Carlson Road Extension	7/1/2021
7/12/2021	21-108	Mary Robison, MN Dept. of Natural Resources	City of Hermantown	Continuation of State Contract Performance	6/25/2021
7/12/2021	21-109	Wayne Waslaski, MN Dept. of Administration	City of Hermantown	Continuation of State Operations	6/20/2021
7/12/2021	21-110	Residents of Okerstrom, Johnson & N Morris Thomas Roads	Eric Johnson, Comm. Dev. Dir.	Updated Petition to Stop Proposed Access Road for PUD by Zierden Construction	7/12/2021
7/12/2021	21-111	Amanda Pederson, 4701 Portland Rd.	Eric Johnson, Comm. Dev. Dir.	Carlson Road Extension	7/6/2021
7/12/2021	21-112	Laura Kleffman, Hermantown Summer Softball	Eric Johnson, Comm. Dev. Dir.	Hermantown Fields	7/6/2021
7/12/2021	21-113	Tony Marino, 3760 Johnson Rd.	Eric Johnson, Comm. Dev. Dir. & Joe Wicklund, Communications & Community Engagement	Keene Creek Subdivision / Carlson Rd. Easement	7/11/2021

# City of Hermantown

(As of 06/30/2021)

## Cash/Investments per Fund

### Fund

240 City Sales Tax Fund	10,288,601
601 Water Fund	4,988,767
602 Sewer Fund	5,282,186
101 General Fund	1,862,995
235 Park Dedication	342,240
Other	7,115,171
Total	<u>29,879,961</u>

## Who holds our money

4M	6,576,209
RBC	16,218,756
Wells Fargo	5,989
TD Ameritrade	2,349,897
National Bank of Commerce	4,729,110
Total	<u>29,879,961</u>

## How our money is invested














	6/30/2021	3/31/2021	12/31/2020	11/30/2015
Cash	4,729,110	4,797,921	7,460,932	8,677,550
Short Term Investment (Money Market)	6,578,759	9,795,498	8,531,872	1,820,749
Investment - Section 24 and Road Plan	2,349,897	991,182	1,471,845	
Long Term Investment	16,222,195	13,013,298	13,800,810	3,924,540
Total	<u>29,879,961</u>	<u>28,597,899</u>	<u>31,265,459</u>	<u>14,422,839</u>

## Year our Investments mature

2021	997,425
2022	4,453,997
2023	8,217,079
2024 and later	2,557,224
Total	<u>16,222,195</u>

## City of Hermantown

### Select Departmental and Funds Expenditure Actual to Budget Report

		TARGET (Q2 2021 )	ACTUAL (Q2 2021)	PERCENT UNDER (OVER)
Administration & Finance		329,441	298,422	9%
Community Development		126,854	90,326	29%
Police Administration		1,491,711	1,375,854	8%
Fire Administration		260,580	260,580	0%
Street Dept. (Incl. Gen Eng)		376,643	319,166	15%
Parks		64,606	83,769	-30%
Capital Equipment Transfer		171,500	-	100%
Facilities		166,847	173,034	-4%
Other		155,920	137,725	12%
<b>General Fund Expenditure Total</b>		<b>3,144,101</b>	<b>2,738,876</b>	<b>13%</b>
Water		1,034,269	728,617	30%
Sewer		925,361	455,082	51%
Stormwater		243,106	55,068	77%
<b>Sales Tax Revenue</b>		<b>1,370,417</b>	<b>1,678,617</b>	<b>22%</b>

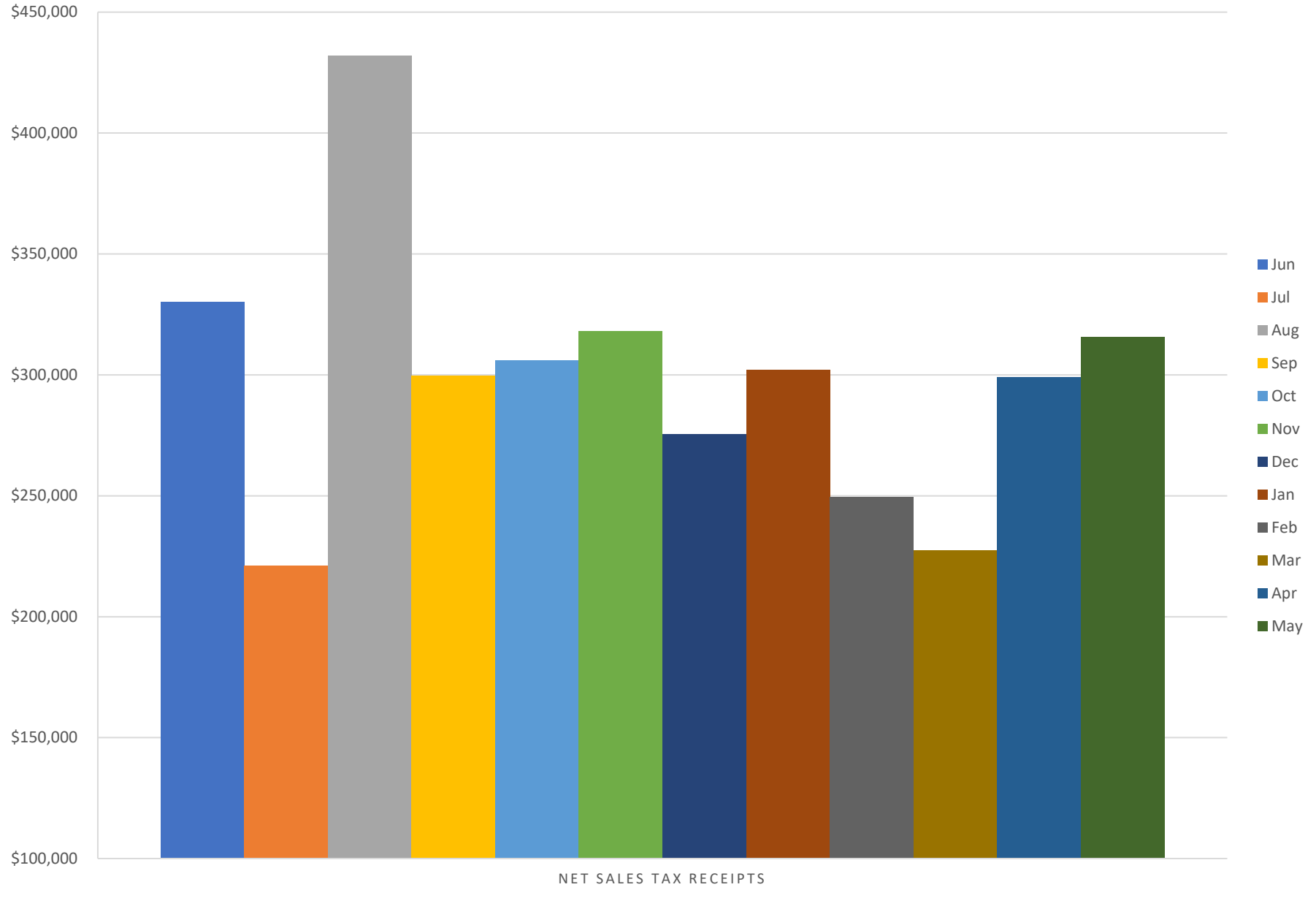
Sales tax Revenue is five months actual and budget

Parks - Red due to Reimbursed Tree Grant expenditures and \$13,000+ Batting Cages

Facilities - Red due to unexpected Firehall repairs at all 3 Firehalls



# HERMANTOWN SALES TAX JUN 2020-MAY 2021



**TO:** Mayor & City Council  
**FROM:** Joe Wicklund, Communications  
Director



**DATE:** July 14, 2021

**Meeting Date:** 7/19/21

**SUBJECT:** EWC Overview – Annual  
Report

**Agenda Item: 7-B**

**Presentation**

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## **REQUESTED ACTION**

### **Information Only**

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## **BACKGROUND**

The purpose of this presentation not only provides an overview of where things stand for the Essentia Wellness Center, but also helps meet important reporting requirements with the state of Minnesota.

It has been a challenging year for the EWC due to the COVID-19 pandemic, but the resilience and creativity of the partners within the building have made for successes within the challenge. Jeremy Katuchba, from the YMCA, will cover both building information (in the Y's role as building manager) and information on the YMCA's efforts during this unprecedented time. There will be additional information on Essentia, Community Education, and other entities within the building during the last year.

Overall, it has remained a positive year despite the challenges. Some of this is buoyed by success pre-pandemic, but it is also driven by key efforts during the most challenging times of the health crisis.

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## **SOURCE OF FUNDS (if applicable)**

N/A

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## **ATTACHMENTS**

None

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

## MEETING CONDUCTED IN PERSON & VIA ZOOM

### Pledge of Allegiance

**ROLL CALL:** Councilors Geissler, Hauschild, Nelson, 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, Chief of Police; Steve Overom, City Attorney; David Bolf, City Engineer

**ABSENT:** Councilor Peterson

**VISITORS:** 45

### ANNOUNCEMENTS

### PUBLIC HEARING

### COMMUNICATIONS

Communications 21-79 through and including 21-106 were read and placed on file.

Communication 21-79 from Residents to Eric Johnson, Comm. Dev. Dir. regarding Petition to Stop Proposed Access Road for PUD by Zierden Construction

Communication 21-92 from Janet & John Janson, 3743 Johnson Rd. to City Council regarding Zierden Development

Communication 21-93 from Residents from PZ Mtg (Zoom Chat) to City Council regarding Zierden Development

Communication 21-94 from St. Louis County Public Works Dept. to Residents/Property Owners regarding resurfacing on Morris Thomas Rd.

Communication 21-100 from Jim Crace, Chief of Police to Eric Johnson, Comm. Dev. Dir. regarding Keene Creek Trail Subdivision – Road Access

Communication 21-101 from St. Louis County to Jim Crace, Chief of Police regarding Thank You

Communication 21-102 from James & Bonnie Langdon, 3733 Johnson Rd. to Mayor & City Council regarding Carlson Road Extension

Communication 21-103 from Jake Perry, 3779 Johnson Rd. to Mayor & City Council regarding Carlson Road Extension

Communication 21-104 from Gerald Marceski, 3739 Johnson Rd. to Mayor & City Council regarding Carlson Road Extension

Communication 21-105 from Jason Christoff, 3760 Alexander Rd. to Mayor & City Council regarding Carlson Road Extension

Communication 21-106 from Bart Smith, 3761 Johnson Rd. to Mayor & City Council regarding Carlson Road Extension

## **PRESENTATIONS**

## **PUBLIC DISCUSSION**

## **CONSENT AGENDA**

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

- A. Approve June 21, 2021 City Council Continuation Minutes
- B. Approve general city warrants from June 16, 2021 through June 31, 2021 in the amount of \$454,214.81

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

## **MOTIONS**

## **ORDINANCES**

## **RESOLUTIONS**

**2021-76**      Resolution Consenting To An Assignment Of The Special Use Permit Granted To David Kolquist And Amending Resolution No. 2005-95

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2021-76, Resolution Consenting To An Assignment Of The Special Use Permit Granted To David Kolquist And Amending Resolution No. 2005-95. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

**2021-77**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With Shaine W. Stokke

Motion made by Councilor Nelson, seconded by Councilor Hauschild to adopt Resolution 2021-77, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With Shaine W. Stokke. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

**2021-78**      Resolution Approving Preliminary Planned Unit Development For The Keene Creek Trail Subdivision Development

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2021-78, Resolution Approving Preliminary Planned Unit Development For The Keene Creek Trail Subdivision Development.

The following people spoke mainly against the Carlson Road access to the new development. The main issue was the safety of the residents on Johnson Road & Portland Road due to the potential of increased traffic into their neighborhood from the new access road from the development.

Lisa Smith, 3761 Johnson Rd.

Dean Bjorlin, 3750 Johnson Rd.

Tony Marino, 3760 Johnson Rd.

Bart Smith, 3761 Johnson Rd.

Steve Leppala, 4749 Portland Rd.

Georgeann Kuberra, 3775 Johnson Rd.

Janet Janson, 3743 Johnson Rd.

Kevin O'Brien, 3759 Alexander Rd.

Rochelle Cleary, 3782 Okerstrom Rd.

Jake Perry, 3779 Johnson Rd.

Jim Samberg, 3789 Johnson Rd.

Jay Zierden, 4571 Martin Rd. & Darren Weets, 1990 W. Shell Lake Rd. – They are the developers of this project and stated that they have a good plan for this 33 acres of land in Hermantown and that the City has guided them through this process.

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

**2021-79**      Resolution Approving Preliminary Plat Of Keene Creek Trail Subdivision And Imposing Conditions On Submittal Of The Final Plat

Motion made by Councilor Hauschild, seconded by Councilor Nelson to adopt Resolution 2021-79, Resolution Approving Preliminary Plat Of Keene Creek Trail Subdivision And Imposing Conditions On Submittal Of The Final Plat.

The following people spoke against the Carlson Road access to this development citing safety concerns for potential increased traffic in the neighborhood. They suggested the possibility of the Carlson Road access being an emergency only access.

Sam Clark, 4337 Lavaque Rd.

Tony Marino, 3760 Johnson Rd.

Lisa Smith, 3761 Johnson Rd.

Steve Leppala, 4749 Portland Rd.

Jake Perry, 3779 Johnson Rd.

Jim Samberg, 3789 Johnson Rd.

Susan Maquire, 3770 Okerstrom Rd.

Joel Hopps, 3785 Johnson Rd.

Jennifer Pilon, 3749 Johnson Rd.

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

**2021-80**      Resolution Approving Pay Request Number 3 For Road Improvement District No. 537 (Lavaque Junction Road) To Ulland Brothers, Inc. In The Amount Of \$275,049.98

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2021-80, Resolution Approving Pay Request Number 3 For Road Improvement District No. 537 (Lavaque Junction Road) To Ulland Brothers, Inc. In The Amount Of \$275,049.98. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

**2021-81**      Resolution Approving Final Pay Request For Old Hwy 2 To Sinnott Contracting, LLC In The Amount Of \$15,700.25

Motion made by Councilor Nelson, seconded by Councilor Geissler to adopt Resolution 2021-81, Resolution Approving Final Pay Request For Old Hwy 2 To Sinnott Contracting, LLC In The Amount Of \$15,700.25. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

**2021-82**      Resolution Approving Change Order Number 1 For Keene Creek Park Trail

Motion made by Councilor Hauschild, seconded by Councilor Geissler to adopt Resolution 2021-82, Resolution Approving Change Order Number 1 For Keene Creek Park Trail. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

**2021-83**      Resolution Approving Pay Request Number 12 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$278,948.17

Motion made by Councilor Nelson, seconded by Councilor Hauschild to adopt Resolution 2021-83, Resolution Approving Pay Request Number 12 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$278,948.17. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

Motion made by Councilor Hauschild, seconded by Councilor Nelson to recess the meeting at 8:26 p.m. Motion carried.

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Mayor

ATTEST:

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Clerk

**CITY OF HERMANTOWN**

CHECKS #67590-67644  
07/01/2021-07/15/2021

PAYROLL CHECKS

Electronic Checks - #-70583 - -70642 88,163.57

LIABILITY CHECKS

Electronic Checks - #-70578 - -70582 \$60,658.64

**PAYROLL EXPENSE TOTAL \$148,822.21**

ACCOUNTS PAYABLE

Checks - #67590-67644 \$583,175.41

Electronic Payments -#99860-99862 \$55,738.68

Electronic Payments - #99858 \$1,437.31

TD Ameritrade #21111 & 21123 \$553,998.15

**ACCOUNTS PAYABLE TOTAL \$1,194,349.55**

**TOTAL \$1,343,171.76**

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	414100	Elections	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	18.75	-99862
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	3,281.25	-99862
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	1,250.00	-99862
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	20,000.00	-99862
101	424100	Building Inspection	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	1,437.50	-99862
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	3,787.50	-99862
101	431901	City Garage	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	187.50	-99862
101	452100	Parks	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	250.00	-99862
260	456101	Cable	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	37.50	-99862
230	465100	HEDA	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	193.75	-99862
101	490100	Cemetery	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	25.00	-99862
601	494300	Water Distribution	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	2,875.00	-99862
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	1,075.00	-99862
602	494500	Sewer Maintenance	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	1,687.50	-99862
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	737.50	-99862
603	441100	Storm Water	FURTHER ELECTRONIC PAYMENTS	3rd Quarter VEBA	1,906.25	-99862
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	222.28	-99861
101	419901	City Hall & Police Building Maintenance	EMPOWER RETIREMENT	Vatne Sick to HCSP	10,898.16	-99860
101	422901	Firehall #1 Maple Grove Road	EMPOWER RETIREMENT	Vatne Sick to HCSP	3,353.28	-99860
101	431901	City Garage	EMPOWER RETIREMENT	Vatne Sick to HCSP	838.32	-99860
101	452200	Community Building	EMPOWER RETIREMENT	Vatne Sick to HCSP	1,676.64	-99860
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,437.31	-99858
240	432510	Trunk Sewer Construction	UTILITY SYSTEMS OF AMERICA, INC.	Trunk Sewer Spur- Munger Spur	278,948.17	21111
475	431150	Street Improvements	ULLAND BROTHERS INC	Lavaque Junction Rd Reconstruc	275,049.98	21123
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308734 O&E Charles & Jacquel	75.00	67590
602	494500	Sewer Maintenance	ASDCO CONSTRUCTION SUPPLY	Manhole Rings	290.00	67591
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets PW	479.13	67592
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	45.12	67592
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,422.42	67592
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	157.92	67592
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	168.38	67592
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	163.22	67592
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Portable Toilets	975.00	67593
101	452100	Parks	BSN SPORTS	Surface Mount Benches for Rose	959.98	67594
101	431901	City Garage	CAPITAL ONE TRADE CREDIT	Trimmer Parts	98.95	67595
101	452100	Parks	CAPITAL ONE TRADE CREDIT	Limit Stop for Trimmer	27.99	67595
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	73.25	67596
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	36.63	67596



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Fund	Account	Department	Vendor Name	Description	Amount	Check #
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	36.62	67596
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2 Jun 28-Jul 27	69.98	67597
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	79.98	67597
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	67598
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	67598
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67598
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.41	67598
101	431100	Street Department	CINTAS CORPORATION	Uniforms	45.40	67598
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67598
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67598
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67598
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinet	172.77	67598
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	67598
101	431901	City Garage	CINTAS CORPORATION	Supplies	29.75	67598
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.00	67599
601	494400	Water Administration and General	CUSTOMER ELATION INC	June/July Answering	29.25	67600
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	June/July Answering	19.50	67600
101	411100	Council	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	16.07	67601
101	413100	Mayor	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	279.49	67601
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Set Up/Configure 4 Replacement	517.50	67601
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	3,347.42	67601
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Recycling Networking Equipment	18.75	67601
101	419100	Community Development	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	837.30	67601
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Workstation Disk Encryption Pr	72.00	67601
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	6,119.82	67601
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Set Up/Configure 4 Replacement	1,035.00	67601
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Recycling Networking Equipment	37.50	67601
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	279.49	67601
101	431100	Street Department	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	1,115.61	67601
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Set Up/Configure 4 Replacement	103.50	67601
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Set Up/Configure 4 Replacement	207.00	67601
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Recycling Networking Equipment	9.75	67601
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	837.30	67601
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Recycling Networking Equipment	9.00	67601
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	CW Care/Backup Protect Cloud J	837.30	67601
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Set Up/Configure 4 Replacement	207.00	67601
275	452200	Community Building	CW TECHNOLOGY GROUP INC	EWC -CW Care - July-Sept	2,640.00	67601
101	419901	City Hall & Police Building Maintenance	DALCO	Vacuum Repair City Hall	72.28	67602

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	452100	Parks	DULUTH LAWN CARE INC	Fertilize & Weed Treatment 2nd	4,821.25	67603
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Splight Rmvl/Reinstall 2015 F	90.00	67604
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Tablet Dock Swap Squad 21	90.00	67604
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Trouble Shoot Radar Squad 21	225.00	67604
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Credit Memo Radar Rpr Squad 21	-225.00	67604
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Credit Memo Radar Rpr Squad 21	-112.50	67604
240	432510	Trunk Sewer Construction	EPC ENGINEERING & TESTING LLC	Con testing- Trunk Sewer 448	860.00	67605
601	494300	Water Distribution	FERGUSON ENTERPRISES INC	Top Nut H2O Valve	191.37	67606
601	494300	Water Distribution	FERGUSON ENTERPRISES INC	H2O Value Top Nuts	941.50	67606
601	494300	Water Distribution	FERGUSON ENTERPRISES INC	H2O Valve Top Nuts	85.50	67606
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	H2O Vlv Bx Ext Haines RD	2,135.94	67607
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Valve Box Parts	396.55	67607
101	415300	Administration & Finance	FURTHER	Monthly Participant Fee July	9.50	67608
101	419100	Community Development	FURTHER	Monthly Participant Fee July	0.80	67608
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant Fee July	2.75	67608
101	421100	Police Administration	FURTHER	Monthly Participant Fee July	33.90	67608
101	431100	Street Department	FURTHER	Monthly Participant Fee July	4.00	67608
601	494400	Water Administration and General	FURTHER	Monthly Participant Fee July	3.62	67608
602	494900	Sewer Administration and General	FURTHER	Monthly Participant Fee July	5.43	67608
101	421100	Police Administration	GALLS, LLC - DBA UNIFORMS UNLIMITED	Uniforms	86.93	67609
101	421100	Police Administration	GALLS, LLC - DBA UNIFORMS UNLIMITED	Uniforms	500.80	67609
101	411100	Council	GLENWOOD SIGNS & AWARDS INC	Brass Plates - Former Mayors	30.00	67610
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	June Locates	181.44	67611
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	June Locates	120.96	67611
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 16	111.72	67612
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 21	85.38	67612
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 17	85.38	67612
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling June	462.08	67613
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal June	165.76	67613
101	419901	City Hall & Police Building Maintenance	HEINBUCH, GREG	Worktunes/Safety Glasses	75.72	67614
101	415300	Administration & Finance	HERMANTOWN STAR LLC	RFP Cvl Legal Serv 6/17 & 6/24	90.75	67615
101	422100	Fire Administration	HERMANTOWN VOLUNTEER FIRE DEPT	Qtrly Fire Protect Qtr 3 2021	130,290.00	67616
101	421100	Police Administration	HOLIDAY COMPANIES	June Car Washes	35.00	67617
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,650.71	67618
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	506.37	67618
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	512.13	67618
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,066.31	67618
101	431100	Street Department	JAKE'S COMPANIES LLC	Road CaCl	33,708.15	67619

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	Sheave	30.56	67620
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	Belt/Tee Cap	16.45	67620
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Fuel	94.35	67621
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash	239.00	67621
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Fuel	3,929.08	67621
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Car Wash	10.00	67621
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Fuel	725.04	67621
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Fuel	540.58	67621
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Fuel	360.38	67621
101	431100	Street Department	MAVO CONCRETE SAWING SERVICES, INC.	Saw Cutting Various Locations	592.26	67622
275	452200	Community Building	MEDIACOM	EWC-dedicated internet 3 month	1,470.00	67623
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	67623
101	419901	City Hall & Police Building Maintenance	MENARD INC	Tools	31.43	67624
101	431100	Street Department	MENARD INC	PVC Border Heavy Haul Trailer	12.83	67624
101	431100	Street Department	MENARD INC	Hose Clamp	19.72	67624
101	431100	Street Department	MENARD INC	Tamper for Pot Holes	34.98	67624
101	431901	City Garage	MENARD INC	H2O Filter for Shop Frig	47.37	67624
101	452100	Parks	MENARD INC	Pool Noodles Rose Road Field	8.97	67624
101	452100	Parks	MENARD INC	Credit PVC Parts- Sprinklers	-8.49	67624
101	452100	Parks	MENARD INC	PVC parts sprinklers	10.78	67624
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2017 Ford Explor	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2020 Chevrolet T	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2014 Ford Explor	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2018 Chevrolet S	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2014 Dodge Charg	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2019 Chevrolet T	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2018 Ford Explor	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2015 Dodge	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2019 Ford Explor	100.00	67625
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details 2015 Chevrolet T	100.00	67625
101	431100	Street Department	NAPA AUTO PARTS	Oil Filter 2020 F350	87.67	67626
101	431100	Street Department	NAPA AUTO PARTS	Canister Purge Valve H-26	45.98	67626
101	431100	Street Department	NAPA AUTO PARTS	Grease Cartridge	55.80	67626
101	452100	Parks	NAPA AUTO PARTS	2" Ball & Receiver	23.02	67626
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Bus Card, Paper, USB, Marker	73.36	67627
101	415300	Administration & Finance	NORTHERN BUSINESS PRODUCTS	Sub Regs Met - Cty Clrk Stamp	30.69	67627
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Cable Ties	12.46	67628
240	432510	Trunk Sewer Construction	NORTHWOODS PROPERTIES INC	Sewer Trnk Line 448 Easement	300,000.00	67629

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	O'REILLY FIRST CALL	Hitch Receiver for H3	52.99	67630
602	372710	Sewer Permits	P&R COMPANIES	Overpayment for Stool Fee	7,715.00	67631
101	421100	Police Administration	PAPER ROLL PRODUCTS	Paper for Squads	106.50	67632
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	Pstg Meter Lease 4/30-7/29/21	269.13	67633
101	431100	Street Department	POMP'S TIRE SERVICE INC	Tire on JD Tractor	806.72	67634
101	431100	Street Department	PRAXAIR DISTRIBUTION INC	Cyl Rent, S&E Fee, Track Fee	47.83	67635
601	494300	Water Distribution	SATHERS, LLC	Class 5 - Crushed Material	567.00	67636
101	421100	Police Administration	SHRED-N-GO INC	Shredding	157.47	67637
475	431150	Street Improvements	SINNOTT CONTRACTING	Old Hwy 2 Reclamation	15,700.25	67638
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL	City Admin Building Repairs	1,713.82	67639
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	July Maintenance	237.85	67640
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	July Maintenance	70.35	67640
101	431100	Street Department	TELCOLOGIX	July Maintenance	16.75	67640
101	452200	Community Building	TELCOLOGIX	July Maintenance	10.05	67640
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease Toshiba	145.57	67641
101	415300	Administration & Finance	UNITED STATES TREASURY	Patient Centered Outcome Fee	305.90	67642
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator July	625.00	67643
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	41,026.00	67644

Totals: 170 records printed

1,194,349.55

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



**DATE:** July 14, 2021                      **Meeting Date:** 7/19/21  
**SUBJECT:** Ordinance – Amend Building Code Language      **Agenda Item: 11-A**      **Ordinance 2021-04**

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**REQUESTED ACTION**

**First Reading of an ordinance amending Chapter 10 – State Building Code**

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**BACKGROUND**

Recent changes in MN statues required the city to update Chapter10 – Building Code of the City of Hermantown code of ordinances. Most of these changes are dealing with statutory references.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

Marked copy of the proposed ordinance

**Ordinance No. 2021-04**

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING SECTION 1000, STATE BUILDING CODE,  
OF THE HERMANTOWN CODE OF ORDINANCES**

**Section 1. Purpose and Intent.** The purpose and intent of this Ordinance is to update statutory amendments to Chapter 10, Section 1000 of the Hermantown Code of Ordinances adopting the State Building Code. The primary purpose of the Minnesota State Building Code is to provide minimum standards to safeguard life and limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all structures and equipment specifically covered by the code of the City of Hermantown.

**Section 2. Adoption of Amendments to Section 1000.** The City Council hereby adopts the amendments to Section 1000, State Building Code, of the Hermantown City Code of Ordinances as shown on Exhibit A attached hereto.

**Section 3. Amended and Inserted in the 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## EXHIBIT A

### Section 1000 - State Building Code

**1000.01 State Building Code Adopted.** The Minnesota State Building Code, established pursuant to M.S. ~~Sections 16B.59 through 16B.75~~Chapter 326B, as they may be amended from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit, and published ~~in Minnesota Rules Chapters 1300 through 1370, as they may be amended from time to time, and incorporating the Minnesota Plumbing Code and the Minnesota Energy Code, Chapters 4715 and 7670 respectively of Minnesota Rules, as they may be amended from time to time~~, shall be hereby adopted as the Building Code for the City of Hermantown, and shall be incorporated into this section with the exception of the optional chapters, unless specifically adopted in this ordinance. as if set out in full subject to the following specifications:

**~~1000.01.1 Mandatory Enforcement Provisions.~~** ~~The following chapters of Minnesota Rules, as they may be amended from time to time, shall be enforced and administered without change by the City as mandatory provisions of the Minnesota State Building Code:~~

~~1000.01.1.1. Chapter 1300, Minnesota State Building Code;~~

~~1000.01.1.2. Chapter 1301, Building Official Certification;~~

~~1000.01.1.3. Chapter 1302, Construction Approvals;~~

~~1000.01.1.4. Chapter 1305, Amendments to the Uniform Building Code (UBC); adoption of the 1997 Uniform Building Code. The adoption of this chapter specifically includes UBC Appendix Chapters: 3, Division I, Detention and Correctional Facilities; 12, Division II, Sound Transmission Control; and 29, Minimum Plumbing Fixtures. The adoption of optional UBC Appendix chapters under Section 1305.0020 shall be as indicated in 1000.02.2 Adoption of International Building Codes;~~

~~1000.01.1.5. Chapter 1306, Special Fire Protection Systems;~~

~~1000.01.1.6. Chapter 1307, Elevators and Related Devices;~~

~~1000.01.1.7. Chapter 1315, Electrical Code (Adoption of 1993 National Electrical Code (NEC));~~

~~1000.01.1.8. Chapter 1325, Solar Energy Systems Chapter 1322, Residential Energy Code;~~

~~1000.01.1.9. Chapter 1323, Commercial Energy Code~~

~~1000.01.1.910.~~ Chapter 1330, Fallout Shelters;

~~1000.01.1.110.~~ Chapter 1335, Flood proofing; except Sections 1335.0600 through 1335.1200 which shall be optional and shall be enforced as adopted in 1000.02.2;

~~1000.01.1.1112.~~ Chapter 1340, Facilities for the Handicapped; ~~Chapter 1341,~~ Accessibility for Buildings and Facilities;

~~1000.01.1.123.~~ Chapter 1346, Uniform Mechanical and Fuel Gas Codes;

~~1000.01.1.134.~~ Chapter 1350, Manufactured Homes;

~~1000.01.1.1415.~~ Chapter 1360, Prefabricated Buildings;

~~1000.01.1.15.~~ Chapter 1365, Snow Loads;

~~1000.01.1.16.~~ Chapter 1370, Storm Shelters Manufactured Park Storm Shelter Design;  
and

~~1000.01.1.17.~~ Chapter 47154, Minnesota Plumbing Code; and.

~~1000.01.1.18.~~ Chapter 7670, Minnesota Energy Code.

## **1000.02 Option Enforcement Provisions Adopted.**

**1000.02.1.** The following optional provisions identified in the most current edition of the Minnesota State Building code are hereby adopted and incorporated by reference as part of the building code for the City of Hermantown chapters of Minnesota Rules, as they may be amended from time to time, representing optional provisions of the Minnesota State Building Code, as provided in Chapter 1300.29000060, as it may be amended from time to time, shall be hereby adopted by the City without change and shall be enforced and administered by the City as a part of the State Building Code for the City:

**1000.02.1.1.** Chapter 1306, Special Fire Protection Systems; and

**1000.02.1.2.** 2018 IBC Appendix Chapter J – Grading.

~~1000.02.1.2.~~ Chapter 1310, Building Security; and

~~1000.02.1.32.~~ Chapter 1335, Flood proofing; Sections 1335.0600 through 1335.1200.

**1000.02.2.** The following Appendix Chapters of the 1997 Uniform Building Code, as they may be amended from time to time, representing optional provisions of the Minnesota State Building Code as provided in Section 1305.0020 0011 of Minnesota Rules, as it may be amended from time to time, shall be hereby adopted by the City and shall be enforced and administered by the City without change, except to the extent that the city may adopt revised fee schedules and bonding requirements under UBC



~~Appendix Chapter 33, as it may be amended from time to time, as a part of the State Building Code for the city;~~

~~1000.02.2.1. UBC Appendix Chapter 3, Division III, Requirements for Group R, Division 3 Occupancies;~~

~~1000.02.2.2. UBC Appendix Chapter 15, Reroofing;~~

~~1000.02.2.3. UBC Appendix Chapter 19, Protection of Residential Concrete Exposed to Freezing and Thawing;~~

~~1000.02.2.4. UBC Appendix Chapter 31, Division II, Membrane Structures; and~~

~~1000.02.2.5. UBC Appendix Chapter 33, Excavation and Grading.~~

**1000.02 Application, Administration and Enforcement.** The application, administration and enforcement of the Minnesota State Building Code in the City shall be in accordance with M.S. Chapter [46B.326B](#), as it may be amended from time to time, and Minnesota Rules Chapters 1300 and 1305, as they may be amended from time to time. The City Council, pursuant to M.S. Section [46B.65326B.133](#), as it may be amended from time to time, shall appoint a building official who shall attend to all aspects of Building Code administration. Additional members of a City Building Department shall be authorized by the City Council as needed. Organization of the Building Department shall be as established by Chapter 1 of the 1997 Uniform Building Code, as amended by Minnesota Rules. The Minnesota State Building Code shall be enforced within the incorporated limits of the City, and within the exterritorial limits permitted by M.S. Section [46B.62326B.121, Subd. 2\(d\)](#), as it may be amended from time to time.

**1000.03 Permits, Inspections and Fees.** Permits shall be issued, inspections conducted and fees collected as provided for in M.S. Section [46B.62 326B.153](#), as it may be amended from time to time, Chapter 1 of the 1997 UBC, as it may be amended from time to time, ~~and Minnesota Rules 1305.0106 and 1305.017, as they may be amended from time to time.~~

**1000.04 Surcharge.** In addition to the permit fee required under ~~section 1000.03 above~~[Minnesota Rules Chapter 1300](#), the applicant for a building permit shall pay a surcharge to be remitted to the Minnesota Department of Administration as prescribed by M.S. Section [46B.70326B.148](#), as it may be amended from time to time.

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



**DATE:** July 14, 2021                      **Meeting Date:** 7/19/21

**SUBJECT:** Engineering Services – Water      **Agenda Item: 12-A**      **Resolution 2021-84**  
Tower Re-conditioning

**REQUESTED ACTION**

**Approve the resolution authorizing the Mayor and Clerk to sign and enter an agreement for Engineering services to recondition the Miller Trunk Hwy Water Tower.**

**BACKGROUND**

As part of the City’s capital improvement program, the City Plans to recondition and paint the Miller Trunk Hwy Water tower in 2022. We received proposals from four engineering firms with expertise on this type of project.

Bolton & Menk	\$ 41,700
MSA	\$ 53,100
SEH	\$ 87,845
JPJ Engineering.	\$114,500

On Thursday, July 8<sup>th</sup> staff (David Bolf, Paul Senst, & myself) interviewed all four firms. Bolton & Menk and SEH clearly were the best two firms during the interview process. We believe MSA did not include the complete re-conditioning of the interior and exterior of the tower because they only included 7 weeks of construction. Following the interviews, staff asked Bolton & Menk to review their proposal to ensure their scope included a complete re-condition of the interior dry area and the exterior. We did that for two reasons: 1. We believe that work is necessary on the water tower, and 2. We wanted to ensure that the proposal was complete and consistent with what we understood was what other firms had included in their proposals. This allowed us to make a more accurate comparisons to the other proposals.

Bolton & Menk updated their proposal to \$62,500 and now includes 10 weeks of construction observation/inspection versus 6 weeks in the original proposal.

Staff believes the proposal from Bolton & Menk is consistent with our expectations and best meets the needs of the City.

**SOURCE OF FUNDS (if applicable)**

Sales Tax – 240-433200-305 Project 318

**ATTACHMENTS**

- Proposal
- E-mail dated 7/9/2021
- Engineering Contract

**Resolution No. 2021-84**

**RESOLUTION AUTHORIZING A REQUEST FOR PROPOSALS  
FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. FOR RECONDITIONING  
MILLER TRUNK HWY WATER TOWER**

WHEREAS, the City of Hermantown (“City”) desires Reconditioning of Miller Trunk Hwy Water Tower (“Project”); and

WHEREAS, Bolton & Menk, Inc. submitted a proposal dated June 10, 2021 (“Proposal”); and

WHEREAS, City and Bolton & Menk, Inc. desire to enter into professional Services as shown on the Request for Proposals attached hereto; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Request for Proposals.

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

1. The City of Hermantown is hereby authorized for commissioning services with Bolton & Menk 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 July 19, 2021.



**BOLTON  
& MENK**

Real People. Real Solutions.

4960 Miller Trunk Highway  
Suite 350  
Hermantown, MN 55811

Ph: (218) 729-5939  
Bolton-Menk.com

June 10, 2021

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

**RE: Proposal for Hwy 53 Water Tower Reconditioning**

Dear Mr. Mulder:

Water storage can be taken for granted; however, there are important factors involved in properly maintaining a water storage tank. The Hwy 53 Water Tower is nearing its coating life cycle and requires a reconditioning to maintain the storage tank's structural integrity and quality drinking water supply. Since the structure is located in a residential area, a reconditioning will also improve its aesthetics. Bolton & Menk looks forward to designing a reconditioning solution that maintains the City of Hermantown's water quality and structure safety, improves your water assets and infrastructure, provides for future community growth, and continues to put operational efficiency front and center. We understand what needs to be accomplished for the successful project completion.

**Industry-Leading Technical Expertise** – We put great emphasis on maintaining compliance with AWWA, NACE, ASTM, AWS, OSHA, the Minnesota Department of Health, and other organizations committed to improving water quality. Jamie Connor, our certified protective coatings and welding specialist, is certified NACE Level III and is also an AWS-CWI who has extensive experience working on various elevated water tanks. Along with Jamie, our entire project team has a long history of successful projects and extensive experience relating to elevated tank and water system engineering work.

**A Commitment to Keeping our Promises** – We stake our reputation on the quality of your project. As project manager, I'll take ownership of decisions, issues, and concerns. This team will do what it takes to get the job done well, including resolving unforeseen conditions, reacting to concerns from Hermantown stakeholders, and being proactive while looking ahead for potential problems. When you choose Bolton & Menk, you can trust we will work tirelessly to find not only the right solution for the Hwy 53 Water Tower, but also one that complements Hermantown's future.

**A Consultant Who Watches Your Bottom Line** – We understand Hermantown is watching its bottom line. While engineering fees are a small part of the total project cost, engineering design profoundly influences how projects are constructed, used, and maintained. With thoughtful engineering, Bolton & Menk has reduced risk, shortened project timelines, provided sustainable projects, and saved millions for our clients. We are creative problem solvers, which means we work to find the right solution at the right budget.

We are excited at the opportunity to complete the Hwy 53 Water Tower Reconditioning project. I will personally serve as your lead client contact and project manager. Please contact me at 612-499-0533 or [Brian.Guldan@bolton-menk.com](mailto:Brian.Guldan@bolton-menk.com) if you have any questions regarding our proposal.

Respectfully submitted,  
**Bolton & Menk, Inc.**

Brian J. Guldan, PE  
Principal Environmental Engineer

## DESIGN FAMILIARITY

Each year, the direct cost of corrosion in the United States exceeds \$250 billion. Its impacts are widespread. A proactive approach to extend the life of your protective coatings system can slow down or even stop the rate of corrosion. Bolton & Menk completed the following water tower reconditioning projects of similar size and scope to the Hwy 53 Water Tower Reconditioning project. We can provide detailed project write-ups if requested.

- 1 MG Elevated Storage Tank Rehabilitation and Maintenance Upgrade, City of Blaine, MN
- 500,000 Gallon Elevated Storage Tank Rehabilitation and Maintenance Upgrade, City of Columbia Heights, MN
- 500,000 Gallon Elevated Storage Tank Rehabilitation and Maintenance Upgrade, City of Edina, MN
- 500,000 Gallon Elevated Storage Tank Rehabilitation and Maintenance Upgrade, City of Saint Peter, MN
- 600,000 Gallon Elevated Storage Tank Rehabilitation and Maintenance Upgrade, City of Winsted, MN



## IDENTIFICATION AND QUALIFICATION OF ASSIGNED PERSONNEL

Bolton & Menk has assembled a highly motivated and experienced group of professionals for the Hwy 53 Water Tower Reconditioning project. Our team values and understands the importance of achieving a vision that can be supported by stakeholders and efficiently implemented. Our team project manager, Brian Guldán, will be supported by key individuals and support staff. Our team is 100 percent available and committed to completing this project. You have our commitment that staff highlighted in this proposal will indeed be performing and overseeing the work they have been identified to lead. Project team member bios are included on the following pages of this section. Full résumés of all staff can be provided upon request.



**Brian Guldán, PE**  
Project Manager

Brian will be the main client contact for the city. He will work closely with Jamie to ensure proper resources are available for the team to complete the project on time and on budget.

Brian is responsible for a broad range of environmental engineering projects including wastewater treatment facilities, wastewater lift stations, water treatment facilities,

wells and well houses, and water booster stations. He began his career in 2004 and since that time has worked closely with clients from the early planning phases, through design and construction, and ultimately facility startup. Brian is devoted to long-lasting relationships with his clients through mutual trust and open communication. He enjoys talking to our clients about the issues surrounding their water and wastewater infrastructure and helping educate them on possible solutions.



**Kris Swanson, PE**  
Principal-in-Charge

Kris will ensure the project has the personnel and resources to skillfully accomplish the work plan within the agreed upon schedule. He will monitor progress, schedule, and budget and work closely with Brian and Jamie to ensure critical issues are addressed in a timely manner.

Since beginning as an environmental engineer in 2000, Kris has been driven to be one of the best in the industry. Kris leads the greater Minnesota and Iowa environmental work group and has in-depth experience in all phases of water and wastewater system design and management. He has led some of the firm's most advanced and first-of-their-kind water treatment projects. He enjoys getting to know his clients and implementing complex projects to bring their goals and visions to fruition.



**Jamie Connor**  
Protective Coatings and Welding Specialist

Using his more than 32 years of experience and NACE coating and AWS welding inspection certification, Jamie will provide expertise in coating and welding assessment, evaluation, and application. He will also provide guidance and leadership to other NACE and tower inspectors.

Jamie is a protective coatings and welding specialist who began his career in 1988. His responsibilities include performing both shop and field observations, testing, inspections and facility audits, administering training and performance qualifications, and examining both protective coatings and various metal products. Jamie's duties also include shop and field fabrication/erection/coating observations and testing of structural steel components of buildings, fracture critical bridges, high mast transmission poles, overhead sign structures, and light poles. Jamie served on the committee to develop the Bridge Component Standard for the American Institute of Steel Construction.

He is passionate about executing successful projects for his clients according to their plans, specifications, and requirements—all while maintaining thorough project communication.



**Bryan Olds**  
Coatings Specialist

Bryan will assist Jamie with the tower reconditioning services.

Bryan is a coatings specialist with Bolton & Menk. He started his career in 2015 and has experience inspecting water tower and storage tanks; wastewater facilities; oil and natural gas pipelines, refineries, and pumping stations; and architectural fire proofing and CFRP concrete strengthening special inspections. He is certified in NACE CIP Levels 1 and 2 and OSHA 30 Safety Training and Multiple Energy U Operator Qualifications in Coating and Cathodic Protection. **Bryan completed the rehabilitation of the 150,000-gallon water tower in Hermantown in 2019.**



**Jason Fisher, PE**  
Local Client Contact

Jason is a project manager in our Hermantown location and can be available on a moment's notice to address any project needs that arise.

Jason is a project manager who began his engineering career in 1998. Prior to joining Bolton & Menk, Jason served as the full-time city engineer and director of public works for the City of Chisholm and general manager of Hibbing Public Utilities. He has worked on all phases of municipal infrastructure including planning, preliminary and final design, and construction. His experience includes implementing projects containing state and federal funding, in addition to local project funding through the Chapter 429 process. He is especially skilled at connecting with residents that will be impacted by the project. He understands the needs of municipalities and is focused on helping them accomplish their objectives.



# PROJECT UNDERSTANDING

The following represents our understanding of the overall project scope based on the water tank evaluation completed in the spring of 2016. It is our understanding that the intent is to recondition the Hwy 53 Water Tower to maintain the structural integrity and extend the useful life of the tower.

## Interior Wet Structural

1. Observe and report any unidentified repairs or necessary improvements

coatings system using abrasive blast to prepare the surfaces to a SSPC-SP-6 "Commercial Blast" and state-of-the-art coatings

## Interior Wet Coating

1. Remove and replace the interior-wet coatings with AWWA-approved protective coatings system using abrasive blast to prepare the surfaces to a SSPC-SP-10 "Near White Metal Blast" and state-of-the-art coatings

## Exterior Structural

1. Provide and install new 30-inch roof access manway to interior wet
2. Provide and install new 30-inch painters exhaust access manway to interior wet
3. Modify overflow pipe and replace screen
4. Replace tank pressure manway gaskets
5. Repair and replace missing and damaged mortar and grout

## Interior Dry Structural

1. Replace any missing and/or broken light bulbs and fixtures
2. Observe and report any unidentified repairs or necessary improvements

## Exterior Coating

1. Provide pressure wash and any necessary "spot" repair; provide an overcoat system and logo

## Interior Dry Coating

1. Remove and replace existing coatings of dry riser pipe and tank bottom, valve room piping, and any necessary "spots" of corrosion for the remaining surfaces of the interior-dry coatings with AWWA-approved protective

## Site and Environmental Considerations

1. Comply with Minnesota Rules for air quality and control of dust and fugitive emissions

# PROJECT WORK PLAN

We have developed a project work plan to implement reconditioning of the Hwy 53 Water Tower in a timely and cost-effective manner. The following presents a summary of the key activities in successfully completing this important project.

## Pre-Design Services

1. Conduct kickoff meeting with the city to confirm project intent and identify final project scope
2. Conduct a review of the water tank evaluation to ensure all necessary rehabilitation items and recommended upgrades have been identified

## Bidding Services

1. Prepare bid form and answer bidder questions
2. Evaluate bids and provide award recommendation

## Design Services

1. Prepare specifications and bidding documents to complete the identified scope of work
2. Review plans and specifications with city staff
3. Prepare engineers estimate for planning purposes
4. Submit documentation to Minnesota Department of Health

## Construction Services

1. Provide construction engineering services - meetings, coordination with city staff and the contractor, submittal review, and pay application processing
2. Provide construction observation and inspection to ensure project is completed according to contract documents and all applicable quality standards
3. Contract administration from project pre-construction through warranty period



# REFERENCES

Past performance serves as a great indicator of future performance. Our clients tell us we are doing a great job, and they will tell you, too!



**Gregg Randahl, Assistant Utilities Superintendent**  
City of Bloomington

P: 952-563-8774

E: grandahl@bloomingtonmn.gov



**Brian Olson, P.E., Public Works Director**

City of Edina

P: 952-826-0311

E: bolson@edinamn.gov



**Jon Haukaas, Director of Public Works**

City of Blaine

P: 763-784-6700

E: jhaukaas@blainemn.gov

# FEE

We propose a not-to-exceed fixed fee of \$10,500 for the design and bidding of the tank rehabilitation. In recognition of our commitment to growing our relationship with the City of Hermantown, this fee includes a new client discount of \$3,500 for selecting Bolton & Menk.

We propose an hourly not-to-exceed fee of \$31,200 for construction related services. This amount is based on a 6-week construction duration and will not be exceeded without prior authorization from the City of Hermantown.

Task	Not-to-Exceed Fee
I. Design Services	\$10,500
II. Bidding Services - Lump Sum	
III. Construction Services (full-time inspection - 240 inspection hours) - Hourly Not-to-Exceed	\$31,200
<b>Total</b>	<b>\$41,700</b>

## Let Us Help You Protect Your Investment.



## 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.

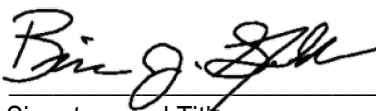
David Bolf has consulted with the City Council of the City, the City Attorney of the City and the City Administration for the City and all have determined that he does not have an impermissible conflict of interest that would preclude him from fully participating in the RFP review process.

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.

Brian Guldan, PE  
Name of Responder

 Principal Environmental Engineer  
Signature and Title

June 9, 2021  
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:\_\_\_\_\_

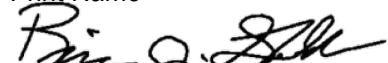
\_\_\_\_\_.

The undersigned has read this advisory and understands it.

Dated this 9 day of June, 2021.

Brian Guldan, PE

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

 Principal Environmental Engineer

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

**From:** [Brian Guldán](#)  
**To:** [CH-John Mulder](#)  
**Subject:** Water Tower Proposal - Hermantown  
**Date:** Friday, July 09, 2021 8:49:28 AM

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**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John,

Thanks for the follow up call yesterday. As we discussed on the phone, the City is looking for a complete recondition with removal and replacement of all coatings for the Hwy 53 tower. This includes both interior and exterior, wet and dry locations. This scope of work is different than what we included in our proposal. Based on the above scope of work, we need to adjust the duration of the project which will affect our construction services fee listed on page 5 of our proposal. To complete the reconditioning as noted above, we anticipate a 10-week construction duration (our original proposal had a 6-week construction duration). Based on full time inspection at 40 hours per week, our new construction services hourly not-to-exceed fee would be \$52,000. The lump sum design and bidding fee would not be affected. Below is a summary of the revised fees.

Lump Sum Design and Bidding Services -	\$10,500
Construction Services (400 inspection hours)-	\$52,000
Total-	\$62,500

Please let me know if you have any questions or need further clarification.

Thanks!

**Brian J Guldán P.E.**

Principal Environmental Engineer

**Bolton & Menk, Inc.**

7533 Sunwood Drive NW

Suite 206

Ramsey, MN 55303-5119

Phone: 763-433-2851 ext. 2658

Mobile: 612-499-0533

Brian.Guldán@bolton-menk.com

[Bolton-Menk.com](http://Bolton-Menk.com)

**AGREEMENT FOR ENGINEERING SERVICES  
FOR MILLER TRUNK HWY WATER TOWER RECONDITIONING  
PROJECT 318**

THIS AGREEMENT FOR ENGINEERING SERVICES (“Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **City of Hermantown**, hereinafter referred to as “City”, and Bolton & Menk, Inc. hereinafter referred to as “Engineer”, in response to the following situation:

- A. City desires to obtain design and construction engineering services for Miller Trunk Hwy Water Tower Reconditioning (“Project”).
- B. Engineer is willing to provide engineering services to City pursuant to these terms of this Agreement.

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

**1. Services to be Performed.**

1.1. The primary contact person for services to be performed by Engineer shall be Brian Guldán.

1.2. The scope of services to be provided to City by Consultant is as set forth on Exhibit A attached hereto.

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

**3. Assignability.** Engineer shall not assign any interest in this Agreement, shall not contract with others to perform Engineer’s services and shall not transfer any interest in this Agreement without the prior written approval of City.

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

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

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

7. **Standard of Performance and Insurance; Indemnity.**

7.1. **Standards of Performance.**

7.1.1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily exercised by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

7.1.2. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Engineer. Owner acknowledges Engineer will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Engineer shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Engineer's services do not include review or evaluation of the Owner's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

7.1.3. When requested, the Engineer will provide an Opinion of Probable Construction Cost. Engineer's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as a professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator or negotiate additional services and fees with Engineer.

7.2. **Insurance and Indemnity.** All services to be performed by Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. Engineer shall obtain and maintain at his/her/its cost and expense:

7.2.1. Commercial general liability insurance that covers the engineering services performed by Engineer for Owner with a limit of liability of at least One

Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

7.2.2. Automobile liability insurance that covers the engineering services performed by Engineer for Owner with a limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

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

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

Engineer 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.

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

Engineer shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Engineer has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under the Engineer's commercial general liability policy and automobile 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 policies required to be maintained by Engineer and 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 such policy or coverage evidenced by said certificate(s) for nonpayment of premium. Engineer shall provide Owner with appropriate endorsements to Engineer's commercial general liability policy and automobile 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 Engineer.

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

8. **Compensation.** Engineer shall be compensated for the services to be performed hereunder as set forth in the RFP Response subject to a total not to exceed amount of One Hundred Eighty-six Thousand Eight Hundred and No/100 Dollars (\$186,800.00). Engineer shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

9. **Recordkeeping.** Engineer hereby agrees:

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

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

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

11. **Confidentiality.** Engineer agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not

divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

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

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

The City shall have the sole and exclusive right, title and interest, including all rights to ownership of all Project Materials upon completion of the work and payment in full all monies due to the Engineer.

Engineer shall, at no cost to City, provide City with copies of all Project Materials o in a format at acceptable to City.

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

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

Engineer shall have no liability related to the use by City of any Project Materials by City that are not in connection with the performance of services by Engineer.

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

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

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



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

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

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

19. **RFP Response.** Engineer agrees to comply with the terms and provisions contained in the RFP Response.

**[SIGNATURES APPEAR ON NEXT PAGE]**

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

**CITY:**  
**City of Hermantown**

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

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

**ENGINEER:**

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

**EXHIBIT A**

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



**DATE:** July 14, 2021

**Meeting Date:** 7/19/21

**SUBJECT:** Keene Creek Park Trail

**Agenda Item:** 12-B

**Resolution 2021-85**

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**REQUESTED ACTION**

**Approve Pay Application #2 to Veit & Company for the construction related to the Keene Creek Park Trail project**

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**BACKGROUND**

Attached is Pay Application #2 for the work associated with the Keene Creek Park Trail project from May 29, 2021 through July 2, 2021. NCE and Veit & Company, Inc. have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #2 is **\$123,121.52**.

NCE has reviewed the quantities through construction inspection and discussions with Veit & Company, Inc. representatives. I recommend payment in the amount of **\$123,121.52** be authorized at the July 19, 2021 City Council Meeting.

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**SOURCE OF FUNDS (if applicable)**

412-419100-530

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**ATTACHMENTS**

Pay Application #2

**Resolution No. 2021-85**

**RESOLUTION APPROVING PAY REQUEST NUMBER 2 FOR KEENE CREEK PARK TRAIL TO VEIT & COMPANY, INC. IN THE AMOUNT OF \$123,121.52**

WHEREAS, the City of Hermantown has contracted with Veit & Company, Inc. for construction of Keene Creek Park Trail (“Project”); and

WHEREAS, Veit & Company, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Veit & Company, Inc. has submitted Pay Request No. 2 in the amount of \$123,121.52; 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. 2 provided that \$14,019.41 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. 2 is hereby approved.
2. The City is hereby authorized and directed to pay to Veit & Company, Inc. the sum of \$123,121.52 which is the amount represented on Pay Request No. 2.

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 July 19, 2021.

**Contractor's Application for Payment**

No. 2

Application Period:	May 29, 2021 through July 9, 2021	Application Date:	7/13/2021
To (Owner):	City of Hermantown	From (Contractor):	Veit and Company Inc.
Owner's Contract Number:	Contractor's Project Number:	Engineer Project Number:	21-8001
	Project Keene Creek Trail	Via (Engineer):	Northland Consulting Engineers, LLP

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$ 50,329.57	
2		
3		
4		
<b>TOTAL</b>	<b>\$50,329.57</b>	
NET CHANGE BY CHANGE ORDER:		<b>\$50,329.57</b>

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1	6/1/2021	143,247.18
2		
3		
4		
<b>8. TOTALS</b>		<b>\$143,247.18</b>

1. ORIGINAL CONTRACT PRICE.....	\$	<u>286,778.53</u>
2. Net change by Change Orders.....	\$	<u>50,329.57</u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>337,108.10</u>
4. TOTAL COMPLETED AND STORED TO DATE		
See attached Pay Application Summary.....	\$	<u>280,388.10</u>
5. RETAINAGE:		
a. 5% X \$280,388.10 Work Completed.....	\$	<u>14,019.41</u>
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	<u>14,019.41</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>266,368.70</u>
7. LESS PREVIOUS PAYMENTS (Line 8 ).....	\$	<u>143,247.18</u>
9. AMOUNT DUE THIS APPLICATION.....	\$	<u>123,121.52</u>
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$	<u>70,739.41</u>

**Payment of:** \$ 123,121.52

(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 interest, or encumbrances); and	
<b>Contractor Signature - Veit and Company Inc.</b>	
By:	Date: <u>7/13/21</u>

Recommended by:



7/13/2021

David Bolf, P.E. - City Engineer (Date)

Approved by:

\_\_\_\_\_  
John Mulder, City Administrator (Date)



**Pay Application #2 - July 13, 2021**  
**City of Hermantown**  
**Keene Creek Trail**

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Veit Unit Price	Total Project	
						Completed Quantities	Completed Cost
<b>BASE BID</b>							
1	2021.501	MOBILIZATION	LS	1	\$31,000.00	1	\$31,000.00
2	2101.501	CLEARING AND GRUBBING	LS	1	\$12,500.00	1	\$12,500.00
3	2101.524	CLEARING	TREE	6	\$300.00	6	\$1,800.00
4	2101.524	GRUBBING	TREE	6	\$150.00	6	\$900.00
5	2104.503	REMOVE METAL CULVERT	LF	32	\$18.00	32	\$576.00
6	2105.507	COMMON EXCAVATION (CV)	CY	1730	\$16.00	1730	\$27,680.00
7	2105.504	GEOTEXTILE FABRIC TYPE 5	SY	5200	\$1.05	5200	\$5,460.00
8	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3000	\$25.00	3000	\$75,000.00
9	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	1600	\$35.00	1600	\$56,000.00
10	2301.504	CONCRETE PAVEMENT 6"	SY	67	\$93.00	67	\$6,231.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;B)	TON	440	\$100.00	0	\$0.00
12	2511.507	RANDOM RIPRAP CLASS II	CY	85	\$50.00	85	\$4,250.00
13	2501.503	12" CP PIPE CULVERT	LF	45	\$24.00	45	\$1,080.00
14	2501.503	18" CP PIPE CULVERT	LF	115	\$36.00	115	\$4,140.00
15	2501.502	12" GS PIPE APRON	EACH	4	\$282.00	4	\$1,128.00
16	2501.502	18" GS PIPE APRON	EACH	8	\$354.00	8	\$2,832.00
17	2557.503	WIRE FENCE DESIGN SPECIAL VINYL COATED	LF	0	\$32.00	0	\$0.00
18	2557.502	VEHICULAR GATE	EACH	2	\$4,650.00	0	\$0.00
19	2563.601	TRAFFIC CONTROL	LS	1	\$1,650.00	1	\$1,650.00
20	2564.502	INSTALL SIGN TYPE C	EACH	12	\$285.00	0	\$0.00
21	2573.501	STABILIZED CONSTRUCTION EXIT	LS	2	\$1,180.00	2	\$2,360.00
22	2573.503	SILT FENCE; TYPE HI	LF	4720	\$3.75	4720	\$17,700.00
23	2573.503	FILTER BERM TYPE 4	LF	0	\$3.30	0	\$0.00
24	2575.504	SODDING TYPE LAWN	SY	0	\$14.25	0	\$0.00
25	2575.505	SEEDING	ACRE	1	\$343.00	1.00	\$343.00
26	2575.508	SEED MIXTURE 36-311 (UPLAND)	LB	5	\$36.00	65	\$2,340.00
27	2575.508	SEED MIXTURE 34-361 (WETLAND)	LB	12	\$47.50	12	\$570.00
28	2575.605	MULCH MATERIAL TYPE 1	ACRE	1	\$2,300.00	1.00	\$2,300.00
29	CO #1	SOIL CORRECTION, SEPTIC, EXPLORATORY DIG & RIP RAP	LUMP SUM	1	\$22,548.10	1.00	\$22,548.10

<b>TOTAL AMOUNT EARNED</b>
<b>\$280,388.10</b>

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



**DATE:** July 14, 2021      **Meeting Date:** 7/19/21  
**SUBJECT:** Emergency Order Lifted      **Agenda Item: 12-C**      **Resolution 2021-86**

**REQUESTED ACTION**

**Approve resolution lifting the local emergency related to the pandemic**

**BACKGROUND**

Governor Walz ended the state-wide emergency on July 1, 2021. It is recommended that the City Council adopt the attached resolution related to the local emergency which it had declared on April 6, 2020. This is primarily a procedurally matter at this time, as we have been meeting in person for a number of weeks.

The COVID emergency forced the City to hold virtual meetings and do more work remotely. As we did this, we realized that some of those changes have proven beneficial in how we operate. For example, using a zoom call for meeting allows residents to engage in new ways.

There are some new rules regarding the medical exception for attending meetings remotely that still remain. Basically, the medical exception allows an elected official to participate from a remote location without making the location “open and accessible” to the public due to medical reasons. There is a cap on the medical exception of three time per year, and it runs for 60 days after the removal of the State emergency, which is August 30, 2021.

There is one other exception beyond the COVID emergency and the “medical exception” to allow the use of interactive technology. MN Stats. 13D.02. This exception is often used when an elected official wants to attend a meeting but is on a business or vacation trip. The remote participation is allowed if the person can be heard and seen, at least one of the members of the body is at the regular meeting location, all votes are made via roll call, the place where the member is participating remotely is open and accessible to the public, and the notice says where the remote member is participating.

In practical terms, we will continue use Zoom for our meetings to allow the public to view and be engaged. Also, we are now using this technology to record our meetings. This of course could put us in a little bit of an awkward position where the public could view a meeting, but a member of the board/council, would not be allowed to participate unless we met all of the conditions listed above (e.g. notice of their location, their location be open to the public, etc.)

I am inclined to simply make it a “rule” of the City of Hermantown (with the Council’s backing of course) that members of boards will not be allowed to participate as a board member remotely after August 30<sup>th</sup>.

In the alternative of that, members of the Boards/Commissions or the City Council would have to provide a specific location, and ensure that location was open to the public to participate, and, of course they would have to do that before the agenda goes out (usually the Wednesday before the meeting).

**SOURCE OF FUNDS (if applicable)**

N/A

**ATTACHMENTS**



**Resolution No. 2021-86**

**RESOLUTION OF THE CITY OF HERMANTOWN  
LIFTING LOCAL EMERGENCY**

WHEREAS, the City of Hermantown (“City”) declared that the Novel Coronavirus Disease 2019, commonly known as “COVID-19,” contributed a local emergency in Resolution No. 2020-42 on April 6, 2020; and

WHEREAS, Governor Tim Walz ended the statewide COVID-19 emergency on July 1, 2021; and

WHEREAS, the Mayor and the City Council have determined that the state of local emergency has ended in the City and it is now prudent to lift the local emergency declared on April 6, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hermantown, Minnesota that the local emergency declared on April 6, 2020, is hereby lifted.

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 July 19, 2021.