



## **Hermantown City Council Meeting – Meeting on 1<sup>st</sup> Mon, 2022**

Because of attendance considerations at the regular meeting location due to the health pandemic, Hermantown's upcoming, 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/84196996052?pwd=Mm5Wb0k2VWFkWFJsVy9GL0l1O2cyZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 841-9699-6052 and the passcode of 075854.

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 "City Council Meeting." It is important to note that all comments regarding this 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, 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, January 3, 2022 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 Meeting January 3, 2022 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, January 3, 2022 at 4:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

**City Council Meeting January 1, 2022 at 6:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
  - A. **21-213** MN Dept of Employment and Economic Development  
TO: Mayor Wayne Boucher  
RE: Grant Awards – Contamination and Cleanup and Investigation Grant Program
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
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 December 20, 2021 City Council Continuation Minutes
  - A. **Accounts Payable** – Approve general city warrants from December 16, 2021 through December 31, 2021 in the amount of \$618,678.61
  - C. **Motions**
    - a. Appointment of Official Newspaper – Hermantown Star

- b. Appointment of Depositories – Multi Bank Securities; Wells Fargo Securities, RBC Dain Rauscher; US Bank; PMA Financial Network, Inc.; National Bank of Commerce; 4-M Fund; TD Ameritrade Institutional (Custodian)/Ehlers Investment Partners (Advisor)
- c. Appointment of Mayor Boucher as the city’s designated representative to the Hermantown Area Chamber of Commerce
- d. Appointment of Mayor Boucher as City Representative on the Metropolitan Interstate Committee with John Mulder, City Administrator on the Technical Advisory Committee with David Bolf, City Engineer as alternate
- e. Appointment of the following for a three-year term:

**Planning & Zoning Commission**

Corey Kolquist

**Park Board**

Dwight Morrison  
 Kelly Tasky  
 Jim Sonneson

**Utility Commission**

William Berg

**Board of Appeals & Adjustments**

Gerald Wallace

**D. Resolutions**

**2022-01**      Resolution Appointing Councilor Geissler As Acting Mayor (title only)

**2022-02**      Resolution Appointing Council Ex Officio Members to The Board Of Appeals & Adjustments; Park Board; Planning & Zoning Commission; Utility Commission And Liaisons To The Fire Department and Airport Zoning Board (title only)

**2021**

**2022**

Board of Appeals & Adjustments	Councilor Nelson
Park Board	Councilor Peterson
Planning & Zoning Commission	Councilor Geissler
Utility Commission	Councilor Hauschild
Fire Department	Mayor Boucher
Airport Zoning Board	Councilor Geissler

**2022-03**      Resolution Authorizing And Directing Mayor Wayne Boucher And City Administrator John Mulder To Sign Checks And Drafts For The City Of Hermantown With Alternates Acting Mayor Geissler And Director Of Finance & Administration Kevin Orme (title only)

(motion, roll call)

**10. MOTIONS**

**11. ORDINANCES**

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

- A. 2022-04**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Northland Consulting Engineers, LLP (City Engineer Services)

(motion, roll call)

- B. 2022-05**      Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With Law Enforcement Labor Services Local 47 ("LELS") For The Period Of January 1, 2022 Through December 31, 2024

(motion, roll call)

- C. 2022-06**      Resolution Approving Wage Rates For Part Time Employees In 2022

(motion, roll call)

- D. 2022-07**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Hermantown Youth Baseball Association

(motion, roll call)

- E. 2022-08**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Hermantown Youth Softball Association

(motion, roll call)

- F. 2022-09**      Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Veterans Of Foreign Wars/American Legion Baseball

(motion, roll call)

**13. RECESS**

**DATE: 2022**

**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. I have copied only the correspondence that we believe to be of special interest.

JM

12/17/2021	21-213	Steve Grove, MN Employment & Economic Dev.	Wayne Boucher, Mayor	Contamination Cleanup & Investigation Grant Program	12/17/2021
12/28/2021	21-214	Stacy Melcher, St. Louis Cty, Land & Minerals Dept.	City of Hermantown	Classification of State Tax Forefeited Land	12/21/2021
12/28/2021	21-215	St. Louis County Board of Cty Commissioners	City of Hermantown	395-0010-04850 & 395-0070- 00180	12/14/2021
12/28/2021	21-216	Christine Clark, St. Louis County Public Works Dept.	John Mulder, City Administrator	Cooperative Agreement - Keene Creek LOMR	12/15/2021



# **m** EMPLOYMENT AND ECONOMIC DEVELOPMENT

December 17, 2021

*ccvd 12/17/21*

The Honorable Wayne Boucher  
Mayor, City of Hermantown  
5105 Maple Grove Road  
Hermantown, MN 55811

Sent via email to: [mayorboucher@hermantownmn.com](mailto:mayorboucher@hermantownmn.com)

**RE: Grant Awards – Contamination Cleanup and Investigation Grant Program**

Dear Mayor Boucher:

The Department of Employment and Economic Development is pleased to announce the recent awards from the Contamination Cleanup Grant Program. Following is a list of the projects selected for funding along with the grant amounts.

GRANTEE	PROJECT	GRANT AWARD
Albert Lea, City of	Blazing Star Apartments	\$50,000
Fridley HRA	Willows Bend Senior Living	\$91,000
Hermantown EDA	Hwy. 53 Business Park	\$50,000
Pine City, City of	Mill Site	\$56,655
St. Joseph EDA	JR Mobile Site	\$18,750
St. Louis Park EDA	Beltline Station	\$418,547
St. Paul, City of	176 South Robert Street	\$695,023
St. Paul, City of	City School	\$180,945
	Total	\$1,560,920

The Contamination Cleanup Grant Program continues to be a very popular program that is over-subscribed with funding requests. We are very proud of this program and the positive effects it has on communities. We are pleased to partner with our grantees to revitalize areas and provide opportunities for job creation and tax base increases that help our communities and State thrive.

Congratulations to the above grant recipients! They can be proud of a job well done!

For additional information, contact Kristin Lukes, Brownfields and Redevelopment Director at 651-259-7451.

Regards,



Steve Grove  
Commissioner

C: Senator Thomas Bakk  
Representative Mary Murphy



CITY OF HERMANTOWN  
CITY COUNCIL CONTINUATION MEETING  
December 20, 2021  
6:30 p.m.

## MEETING CONDUCTED IN PERSON & VIA ZOOM

### Pledge of Allegiance

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

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

### ABSENT:

**VISITORS:** 1

### ANNOUNCEMENTS

### PUBLIC HEARING

### COMMUNICATIONS

Communications 21-205 through and including 21-212 were read and placed on file.

Communication 21-211 from Shannon Sweeny to John Mulder regarding Planning and Zoning Commission Resignation.

### PRESENTATIONS

### PUBLIC DISCUSSION

### CONSENT AGENDA

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

- A. Approve December 6, 2021 City Council Minutes
- B. Approve general city warrants from December 1, 2021 through December 15, 2021 in the amount of \$552,915.31.
- C. Motion to approve/deny the following Tobacco License Renewal Applications effective January 1, 2022 through December 31, 2022 contingent upon complete applications being received:

Adolph Store	3710 Midway Rd.
Stokkes Liquor	3706 Midway Rd.
Chalet Lounge	4833 Miller Trunk Hwy
Pure Pleasure/Dima Corp	5193 Miller Trunk Hwy
Holiday Stationstores LLC #190	4795 Miller Trunk Hwy
I Mart Stores	4221 Haines Rd.

Kwik Trip, Inc. #220	4978 Miller Trunk Hwy
Kwik Trip, Inc. #216	4805 Miller Trunk Hwy
Kwik Trip, Inc. #572	4145 Haines Rd.
Korner Store	4704 Hermantown Rd.
Midway Calumet	5691 Hwy 2
Fleet Farm	4165 Loberg Ave.
Fleet Farm Fuel	4181 Loberg Ave.
Speedway #4602	5601 Miller Trunk Hwy
Walmart Stores, Inc.	4740 Loberg Ave.
Lake Effect Vapor	4120 Richard Ave.

- D.** Motion to approve/deny Massage Establishment License Renewal Applications for the following effective January 1, 2022 through December 31, 2022:

Cookie Kilian Manual Therapy & Massage	4891 Miller Trunk Hwy
Divine Intentions LLC	4897 Miller Trunk Hwy
The Well Co.	4897 Miller Trunk Hwy

- E.** Motion to approve/deny Massage Therapist License Renewal Applications for the following effective January 1, 2022 through December 31, 2022 contingent upon complete applications being received:

Cookie Killian	Killian, Cookie
Divine Intentions	Pecchia, Racheal
The Well Co.	Dehnhoff, Josephine
The Well Co.	Easterday, Mary
The Well Co.	Eastvold, Amanda
The Well Co.	Finifrock, Hannah
The Well Co.	Greyhawk, Chelsie
The Well Co.	Hammond, Miala
The Well Co.	Harder, Megan
The Well Co.	Kedrowski, Abigale
The Well Co.	Nace, Megan
The Well Co.	Roseth, Melanie
The Well Co.	Schmitz, Tyler
The Well Co.	Maebane, Shalanda

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

## **MOTIONS**

## **ORDINANCES**

**2021-10**      An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 850.5, Particular Speed Limits Designated

Motion made by Councilor Nelson, seconded by Councilor Hauschild to adopt Ordinance 2021-10 An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 850.5, Particular Speed Limits Designated

## **RESOLUTIONS**

**2021-165**      Resolution Reestablishing Unchanged Precincts And Polling Places For The City Of Hermantown

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2021-165 Resolution Reestablishing Unchanged Precincts And Polling Places For The City Of Hermantown. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2021-166**      Resolution Receiving Preliminary Engineering Feasibility Report And Calling Public Hearing For Local Road Improvements To Portions Of Richard Avenue And Lindgren Road

Motion made by Councilor Hauschild, seconded by Councilor Geissler to adopt Resolution 2021-166 Resolution Receiving Preliminary Engineering Feasibility Report And Calling Public Hearing For Local Road Improvements To Portions Of Richard Avenue And Lindgren Road. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2021-167**      Resolution Authorizing And Directing Mayor And City Clerk To Execute Addendum To Engineering Contract For Road Improvement District No. 538 (Richard Avenue, Lindgren Road, Eeve Drive & A Frontage Road)

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2021-167 Resolution Authorizing And Directing Mayor And City Clerk To Execute Addendum To Engineering Contract For Road Improvement District No. 538 (Richard Avenue, Lindgren Road, Eeve Drive & A Frontage Road). Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2021-168**      Resolution Authorizing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From Okerstrom/Portland Roads To Morris Thomas Road And The Keene Creek Trail Segment

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2021-168 Resolution Authorizing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Construction Of An Accessible Trail From Okerstrom/Portland Roads To Morris Thomas Road And The Keene Creek Trail Segment. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2021-169**      Resolution Authorizing And Directing The Preparation And Issuance Of Preliminary Acquisition Notices And Offer Of Just Compensation In Connection With The Project Known As The Ugstad Road And Arrowhead Road Improvements

Motion made by Councilor Hauschild, seconded by Councilor Geissler to adopt Resolution 2021-169 Resolution Authorizing And Directing The Preparation And Issuance Of Preliminary Acquisition Notices And Offer Of Just Compensation In Connection With The Project Known As The Ugstad Road And

City Council Continuation Meeting

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

**13. RECESS**

Motion made by Councilor Geissler, seconded by Councilor Peterson to recess the meeting at 6:43 p.m. Motion carried.

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Mayor

ATTEST:

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Acting City Clerk

**CITY OF HERMANTOWN**

CHECKS #68264-68314  
12/15/2021-12/31/2021

PAYROLL CHECKS

Electronic Checks - #69955-69997 \$77,282.45

Electronic Checks - #69948 \$2,261.64

Electronic Checks - #69893-69942 \$87,448.82

LIABILITY CHECKS

Electronic Checks - #69949-69954 \$61,294.28

Electronic Checks - #69945-69947 \$1,557.97

Electronic Checks - #69887-69892 \$63,859.17

Check - #68264-68268 \$4,338.50

Check - #68312-68314 \$2,867.44

**PAYROLL EXPENSE TOTAL \$300,910.27**

ACCOUNTS PAYABLE

Check - #68270-68311 \$139,141.49

Check - #21127 \$150,000.79

Electronic Payments -#-99823-99826 \$28,626.06

**ACCOUNTS PAYABLE TOTAL \$317,768.34**

**TOTAL \$618,678.61**

12/29/2021

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	8.93	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Esterbrook	159.29	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Gunderson	309.61	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Ross	175.00	-99826
101	431100	Street Department	FIRST BANKCARD	Nov First Bank Card Orme	113.45	-99826
602	494900	Sewer Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	13.39	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Sorensen	65.07	-99826
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Nov First Bank Card Heinbuch	69.99	-99826
101	431100	Street Department	FIRST BANKCARD	Nov First Bank Card Orme	22.32	-99826
230	465100	HEDA	FIRST BANKCARD	Nov First Bank Card Mulder	82.73	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Crace	431.97	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Sorensen	70.90	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Orme	206.88	-99826
601	494400	Water Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	45.38	-99826
602	494900	Sewer Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	68.07	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Orme	39.66	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Mulder	162.46	-99826
275	452200	Community Building	FIRST BANKCARD	Nov First Bank Card Orme	1,003.35	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Ross	123.98	-99826
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Nov First Bank Card Orme	45.38	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Mulder	130.48	-99826
275	452200	Community Building	FIRST BANKCARD	Nov First Bank Card Orme	636.23	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Crace	17.95	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Ross	24.03	-99826
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Nov First Bank Card Heinbuch	18.88	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Ross	55.17	-99826
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Nov First Bank Card Orme	90.00	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Gunderson	414.74	-99826
601	494400	Water Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	3.25	-99826
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Nov First Bank Card Orme	370.79	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Mulder	100.80	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Sorensen	153.87	-99826
601	494300	Water Distribution	FIRST BANKCARD	Nov First Bank Card Bjonskaas	12.52	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Leibel	84.90	-99826
101	421100	Police Administration	FIRST BANKCARD	Nov First Bank Card Esterbrook	505.72	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Sens	23.23	-99826
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Nov First Bank Card Orme	92.70	-99826
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Nov First Bank Card Orme	181.52	-99826

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	FIRST BANKCARD	Nov First Bank Card Orme	3.25	-99826
101	415300	Administration & Finance	FIRST BANKCARD	Nov First Bank Card Orme	99.74	-99826
101	431901	City Garage	FIRST BANKCARD	Nov First Bank Card Heinbuch	447.14	-99826
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	221.35	-99825
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	348.31	-99824
275	452200	Community Building	MN POWER	3481871314 EWC Garage	206.55	-99824
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	666.29	-99824
101	452100	Parks	MN POWER	0606881181 Parks	171.53	-99824
101	452200	Community Building	MN POWER	0606881181 Community Bldg	436.99	-99824
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	840.76	-99824
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	25.65	-99824
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	9,441.03	-99824
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	103.97	-99824
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	846.90	-99824
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	1,424.62	-99824
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	2,228.25	-99824
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	88.13	-99824
101	431901	City Garage	MN POWER	4971 Lightning Dr	274.66	-99824
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	583.51	-99824
101	452100	Parks	MN POWER	7463700000 Little Leagues	17.17	-99824
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	334.56	-99824
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	16.39	-99824
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	109.86	-99824
601	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	164.79	-99824
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	1,278.93	-99824
101	421100	Police Administration	EMPOWER RETIREMENT	Cops 10hr Comp to HCSP	2,111.14	-99823
475	431150	Street Improvements	ULLAND BROTHERS INC	Lavaque Junction Rd Reconstruc	150,000.79	21127
601	494300	Water Distribution	BJONSKAAS, ARON	Per Diem Dinner	40.00	68270
230	465100	HEDA	BRAUN INTERTEC CORPORATION	HWY 53 Business Park Developme	11,653.75	68271
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	FOG Inspections	703.75	68271
101	431100	Street Department	BW DISTRIBUTING	Brake Cleaner/Dry Lube/Wax	80.24	68272
101	431901	City Garage	BW DISTRIBUTING	Brake Cleaner/Dry Lube/Wax	240.73	68272
101	419901	City Hall & Police Building Maintenance	CAPITAL ONE TRADE CREDIT	Snowplow Snowpusher	125.90	68273
101	431901	City Garage	CINTAS CORPORATION	Supplies	15.00	68274
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.66	68274
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	7.00	68274
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	168.51	68274
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.66	68274



Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68274
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	25.48	68274
101	431901	City Garage	CINTAS CORPORATION	Supplies	30.00	68274
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68274
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68274
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68274
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	November Water Charges	64,135.72	68275
251	421801	DARE & Police Liaison Fund	CREATIVE PRODUCT SOURCING INC - DARE	Dare T-Shirts	1,241.51	68276
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Nov23 - Dec20 Answering	19.93	68277
601	494400	Water Administration and General	CUSTOMER ELATION INC	Nov23 - Dec20 Answering	29.90	68277
101	421100	Police Administration	DAKOTA COUNTY FINANCIAL SERVICES	eBriefing and eForms fees	1,719.50	68278
101	419901	City Hall & Police Building Maintenance	DALCO	Paper Products/Can Liners	149.48	68279
101	419901	City Hall & Police Building Maintenance	DALCO	Carpet Care	16.09	68279
101	431901	City Garage	DOORCO, INC.	Door Repair PW#1	157.00	68280
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Door Repair PD Garage	181.00	68280
315	471000	Debt Service	EHLERS & ASSOCIATES INC	Arbitrage Report - Go Capital	1,000.00	68281
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Light Stick Squad 17	57.50	68282
475	431150	Street Improvements	EPC ENGINEERING & TESTING LLC	Geo Exploration-Lindgren/Richa	7,950.00	68283
101	419901	City Hall & Police Building Maintenance	GREAT LAKES PIPE SERVICE INC	Clean Drain Lines PD	675.00	68284
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	LS Cleaning-Lt. 1, Ug 3, Ug 1	1,400.00	68284
240	433200	Water Tower	HERMANTOWN STAR LLC	HWY 53 Tower Recon Bids	297.00	68285
601	494300	Water Distribution	LFAVE, CHRISTOPHER	Training Per Diem Lunch	37.70	68286
603	441100	Storm Water	LHB INC	Hermantown Bridge 7724 Assessm	550.00	68287
602	494500	Sewer Maintenance	LIFTPRO	Hook for H-21	107.14	68288
601	220100	Refund Payable	LYNCH, MICHAEL	Overpayment Acct 0360-02	25.77	68289
101	431901	City Garage	MENARD INC	Tool Set H-5/Safety Light Bulb	44.23	68290
101	431100	Street Department	MENARD INC	Trailer light/Wiring Harness-H	63.96	68290
101	431901	City Garage	MENARD INC	Wash Hose Fittings	49.95	68290
601	494300	Water Distribution	MENARD INC	Sledge Hammer/Pry Bar Set	51.97	68290
602	494500	Sewer Maintenance	MILLER, ROBERT	Mileage/Breakfast/Lunch-Reimbu	288.67	68291
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	272.58	68292
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	10,510.67	68292
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	425.78	68292
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	486.60	68292
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	1,478.96	68292
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	1,837.09	68292
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	1,503.08	68292
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	946.88	68292

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	105.21	68292
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	304.13	68292
101	419901	City Hall & Police Building Maintenance	MOTION INDUSTRIES INC	AHU1/AHU2-Belts/Sheave	1,477.91	68293
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Rd Reconditioning MSA P	2,975.50	68294
101	431100	Street Department	NAPA AUTO PARTS	Signal Lights	30.08	68295
101	431100	Street Department	NAPA AUTO PARTS	Battery Chargers	62.94	68295
101	431100	Street Department	NAPA AUTO PARTS	Safety/Strobe Light - H5	86.74	68295
101	431901	City Garage	NAPA AUTO PARTS	Circuit Tester/Electric Probe	58.01	68295
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Safety Lights - H2	227.80	68296
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Heated Mirrors-H2 & H3	68.60	68296
601	494300	Water Distribution	NORTHERN STATES SUPPLY INC	Safety Glasses	148.00	68297
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Cut Off Wheels	157.61	68297
101	431901	City Garage	NORTHERN STATES SUPPLY INC	Nuts/Bolts	31.04	68297
230	465100	HEDA	OVEROM LAW, PLLC	2021 Recreation Facility	810.00	68298
235	452100	Parks	OVEROM LAW, PLLC	Grant Agreement for Trails	238.00	68298
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	28.00	68298
230	465100	HEDA	OVEROM LAW, PLLC	Gopher News Matter	90.00	68298
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Andy Gamache Claim - 4061 Hain	170.03	68298
101	419100	Community Development	OVEROM LAW, PLLC	Radar Road - Getchell Road - K	270.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	A-Lign Properties Development	156.00	68298
475	431150	Street Improvements	OVEROM LAW, PLLC	Lavaque Junction Assessment Ob	793.50	68298
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	270.00	68298
101	421100	Police Administration	OVEROM LAW, PLLC	Police Enterprise Records Mana	153.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance	252.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	Naming Rights Policies	105.00	68298
101	421100	Police Administration	OVEROM LAW, PLLC	E-Citations	22.50	68298
230	465100	HEDA	OVEROM LAW, PLLC	Marketplace Anchor Project	390.00	68298
402	431150	Street Improvements	OVEROM LAW, PLLC	Sundby Road Objections	462.00	68298
402	431150	Street Improvements	OVEROM LAW, PLLC	Ugstad Road Easement Acquisiti	1,898.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Red Hawk Tail Addition - BMAX	240.00	68298
101	421100	Police Administration	OVEROM LAW, PLLC	Excessive Consumption of Polic	27.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	Marino Data Request	486.00	68298
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Long Range Sewer Plan	56.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	2,055.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Shoreland Management Ordinance	217.00	68298
603	441100	Storm Water	OVEROM LAW, PLLC	Long Range Sewer Plan	56.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Tallego 2021 Apartment Project	842.50	68298
101	419100	Community Development	OVEROM LAW, PLLC	Keene Creek Snowmobile Easemen	558.00	68298

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	Wrecker Service Quotes	74.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals and Adju	196.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Talago/Bullyan Matters	24.00	68298
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	297.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	Speed Limit Matters	27.00	68298
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	203.00	68298
245	416100	City Attorney	OVEROM LAW, PLLC	COVID-19 Issues	12.50	68298
240	433200	Water Tower	OVEROM LAW, PLLC	Water Tower Painting Project	420.00	68298
475	431150	Street Improvements	OVEROM LAW, PLLC	Lavaque Junction Street Improv	171.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Equipment Grant - Hermantown N	74.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	Purchasing Policy Matters	194.00	68298
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	42.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	5350 Miller Trunk Hwy - Mini S	18.00	68298
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	42.00	68298
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Sewer Availability Charge	42.00	68298
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	68298
275	452200	Community Building	OVEROM LAW, PLLC	EWC	745.00	68298
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	352.00	68298
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	21.00	68298
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	BI	35.00	68299
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Police	245.00	68299
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	PZ	105.00	68299
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Utility	70.00	68299
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Clerk	144.00	68299
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Utility	105.00	68299
602	494500	Sewer Maintenance	QUALITY FLOW SYSTEMS INC	Heater with Thermostat	413.22	68300
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract	123.15	68301
601	220100	Refund Payable	SKUZA, ROBERT & HOLLI	Overpayment Acct 0193-02	23.68	68302
101	415300	Administration & Finance	ST LOUIS COUNTY AUDITOR	2022 TINT	649.08	68303
475	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	Special Assessments-Lavaque JC	793.00	68304
101	452100	Parks	STONE RIVER WILDLIFE CONTROL	Beaver Removal Fichtner Park	285.00	68305
230	465100	HEDA	STORY NORTH PRODUCTIONS	Video Production & Photos	2,695.00	68306
101	422902	Firehall #2 Morris Thomas Road	SUPERIOR FUEL COMPANY	Propane FH #2	910.34	68307
101	321110	On Sale Liquor Licenses	VALENTINI'S	Refund Liquor Licenses-paid 2x	840.54	68308
101	321140	Sunday Licenses	VALENTINI'S	Refund Liquor Licenses-paid 2x	61.48	68308
101	431901	City Garage	VIKING INDUSTRIAL CENTER	Winer Gloves	42.30	68309
601	220100	Refund Payable	WENTZLAFF, PAT	Overpayment Acct 0441-02	42.00	68310
101	431100	Street Department	ZIEGLER INC	Engine Coolant 928 Loader	59.56	68311

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Totals: 190 records printed

317,768.34

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



**DATE:** December 29, 2021      **Meeting Date:** 1/3/22  
**SUBJECT:** 2022 Engineering Services      **Agenda Item: 9-D**      **Resolution 2022-04**

**REQUESTED ACTION**

**Approve the City Engineer Contract for 2022**

**BACKGROUND**

David Bolf of Northland Consulting Engineers has been the City Engineer since 2015. The contract remains unchanged except for the new hourly rates and the addition of an Engineer In Training (EIT) classification.

Professional Engineer	<del>\$130.00</del>	<u>\$160.00</u>
Project Engineer	<del>\$110.00</del>	<u>\$140.00</u>
<u>Engineer, EIT</u>		<u>\$120.00</u>
Surveyor	\$105.00	
Technician/Inspector	<del>\$80.00</del>	<u>\$85.00</u>
Clerical/Office Manager	\$50.00	

The current rates have been in effect since the beginning of 2019. Prior to 2019, the rates had not increased for 4 years.2015-2018.

**SOURCE OF FUNDS (if applicable)**

**ATTACHMENTS**

**Resolution  
Contract**

**Resolution No. 2022-04**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR  
AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT  
FOR PROFESSIONAL SERVICES WITH NORTHLAND CONSULTING ENGINEERS, LLP  
(CITY ENGINEERING SERVICES)**

WHEREAS, the City is in need of engineering services during 2022; and

WHEREAS, an Agreement for Professional Services between the City of Hermantown and Northland Consulting Engineers, LLP with respect to such services is attached hereto; and

WHEREAS, the City Council has duly considered the attached Agreement for Professional Services and believes that it is in the best interests of the City of Hermantown for it to enter into such Agreement with Northland Consulting Engineers, LLP

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Agreement for Professional Services attached hereto between the City of Hermantown and Northland Consulting Engineers, LLP.

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 January 3, 2022.

AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF HERMANTOWN  
(CITY ENGINEER SERVICES - INDEPENDENT CONTRACTOR)

Dated: January \_\_\_\_\_, 2022

THIS AGREEMENT is by and between the CITY OF HERMANTOWN, MINNESOTA, a statutory city under the laws of the State of Minnesota, hereinafter referred to as "City", and NORTHLAND CONSULTING ENGINEERS, LLP, hereinafter referred to as "City Engineer" in response to the following situation:

- A. Engineering services will from time to time be needed by the City.
- B. The City desires that City Engineer provide such engineering services to it as its City Engineer.
- C. City Engineer is willing to provide such engineering services to the City as its City Engineer.

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

1. Services to be Performed.

1.1 The engineering services to be performed shall be the responsibility of David Bolf.

1.2 City Engineer shall provide engineering services to the City as its City Engineer including the services described in Exhibit A attached hereto.

1.3 City Engineer will prepare preliminary engineering reports for projects for which City intends to utilize the provisions of Chapter 429 of the Minnesota Statutes ("429 Projects"). City Engineer acknowledges that there are statutory required special rules that must be followed with respect to 429 Projects and agrees to follow such rules which are described on Exhibit B attached hereto.

1.4 The City Administrator shall be responsible for the day-to-day administration of this contract. City Engineer will perform services described on Exhibit A upon receipt of an email or other written communication from the City Administrator authorizing and requesting that the engineering services be performed. City will not be obligated to pay for engineering services performed by the City Engineer that are not authorized and requested by the City Administrator.



2. Personnel.

City Engineer will secure, at its own expense, all personnel required to perform the engineering services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the City.

3. Assignability.

City Engineer shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

4. Contract Period.

This Agreement shall be effective as of January 1, 2022 and shall continue until December 31, 2022 unless sooner terminated as provided in paragraph 5 hereof.

5. Termination of Contract.

Either the City Engineer or the 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 contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the City Engineer under this contract shall be delivered to the City and City Engineer shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. Independent Contractor.

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

7. Standard of Performance and Insurance.

All services to be performed by the City Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. City Engineer shall obtain and maintain at their cost and expense:

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

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

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

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

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

City Engineer shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that City Engineer has the insurance required by this Agreement in full force and effect. City shall be named as additional insurance under the policy(ies) describes in Section 7.1 above. The insurer of all policies will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City Engineer shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy(ies).

City Engineer shall require any subcontractor permitted by City under Section 3 hereof to perform work for City to have in full force and effect the insurance coverage required of the City Engineer under this Agreement before any subcontractor(s) begin(s) work for the City Engineer or City. City Engineer shall require any such subcontractor to provide City Engineer and City a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. City Engineer and City shall be named as additional insured under such policies described in Section 7.1. The insurer of all policies will provide a thirty (30) written notice to City and City Engineer, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidences by said certificate(s) for any cause, except for nonpayment of premium. The insurer of all policies will provide at least ten (10) days prior written notice to City and City Engineer, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and City Engineer shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of City and City Engineer as an additional insured and requiring that the foregoing required notice of

cancellation material alteration or non-renewal be provided to City and City Engineer by the insurance company providing such insurance policy(ies).

8. Special Projects.

City Engineer and City may, by separate agreement, identify special projects for which the services of the City Engineer are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the City Engineer in connection with such special projects.

9. Compensation.

City Engineer shall be compensated for the services to be performed hereunder as set forth in Exhibit C. Engineer shall submit to the 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.

10. Confidentiality.

City Engineer agrees that, at all times, both during the term of this Agreement and after the termination of this contract, 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 an 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.

11. Intellectual Property Rights.

For the purposes of this contract, Project Materials means copyrights and all works developed in the performance of this contract, including, but not limited to, the finished product and any deliverables, including any software or data whether in written or electronic format.

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

All Project Materials are agreed by City Engineer to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, City Engineer hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under federal law.

City Engineer shall provide City with copies of all Project Materials.

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

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

12. Notices.

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

13. Miscellaneous.

This contract constitutes the sole and complete agreement relating to the subject matter of this contract 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 property executed.

14. No Contractual Authority.

City 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.

15. Data Practices Act.

City Engineer acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

City 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 contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by City Engineer in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to City Engineer and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If City Engineer receives a request to release the data referred to in this Section, City Engineer must immediately notify City and consult with City as to how City

Engineer should respond to the request. City's response shall comply with applicable law, including that the response is timely and, if City Engineer denies access to the data, that City Engineer's response references the statutory basis upon which City Engineer relied. City Engineer does not have a duty to provide public data to the public if the public data is available from City.

16. 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.

17. 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.

18. Work For Others

City Engineer agrees to comply with the provisions of Rule 1805.0300 of the Minnesota Code of Agency Rules. A copy of such rule is attached hereto as Exhibit D.

City Engineer shall advise the Hermantown City Council in writing prior to accepting any work within the City of Hermantown and obtain the permission of the City Council prior to accepting any such work. If the City Council believes that the provisions of Rule 1805.0300 are applicable with respect to such proposed work, then City Engineer shall not accept the proposed work.

The following work has been identified as work that would violate the foregoing prohibitions and accordingly the City Engineer is prohibited from accepting such work within the City of Hermantown:

18.1 Any plat for another party within the City of Hermantown.

18.2 Any work for another party within the City of Hermantown that involves any road, waterline or sewerline that will be dedicated to the City of Hermantown.

18.3 Any civil engineering work for another party that is done in satisfaction of any conditions imposed on any permit issued the City of Hermantown.

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

18.5 Any civil engineering work for other clients within City if the City Engineer would be required to review the work performed for the other client.

19. Limitations on Work within the City

City Engineer will not be permitted to be the design or construction civil engineer for projects for the City with estimated costs that exceed \$500,000 unless specifically authorized in advance by the City Council. The City Engineer will assist the City in soliciting engineering proposals for the design and construction of projects that have estimated costs exceeding \$500,000.

20. Recordkeeping.

City Engineer hereby agrees:

20.1 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 him under this Agreement.

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

20.3 That no employee, officer or agent of the 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 City Engineer.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the City and the City Engineer have executed this contract as of the date first above written.

CITY OF HERMANTOWN, MINNESOTA

NORTHLAND CONSULTING  
ENGINEERS, LLP

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

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

ATTEST:

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

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



## EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES  
between  
NORTHLAND CONSULTING ENGINEERS, LLP  
and  
CITY OF HERMANTOWN

The Services to be provided by City Engineer are as follows:

1. City Engineer shall be responsible for the implementation of the Minnesota State Aid program within the City of Hermantown. This will include the following:
  - 1.1 Update the needs reports each year.
  - 1.2 Make the required changes in the status maps.
  - 1.3 Make the annual bridge survey and send in the required reports.
  - 1.4 Keep up the "Highway" manuals and keep a proper file on all memos from Minnesota Department of Transportation St. Paul and Duluth.
  - 1.5 Review all mail from State Aid programs received by the City making the proper reply to those needing an answer. Copies of all response shall be provided to the City Clerk and Mayor.
  - 1.6 Attend all the meetings required to be attended by a City Engineer and the necessary meetings of the T.A.C. and the M.I.C., etc. that are held for the metropolitan area.
2. City Engineer shall prepare "minor" plans, which will include necessary overlays. It shall also supervise the construction and make up the partial and final estimates on these projects.
3. City Engineer shall review all proposed subdivision plats and write up its recommendations for any changes needed to protect the interests of the City. It will be expected to check the specifications for streets and utilities in proposed subdivisions inspect the work that is done in accordance with such specifications and make up a final acceptance report for the City Council.
4. City Engineer will be directly responsible to the Mayor and City Council and will act promptly to any reasonable requests made by them.
5. City Engineer will work with the City and other consultants for the City and provide and develop legal descriptions, plat plans and maps and other information as may from time to time be needed by the City.
6. City Engineer will attend City Council Meetings as directed by the Council.

7. City Engineer will provide the following general engineering services:
  - 7.1 Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment, infrastructure, assist with funding solutions.
  - 7.2 Assist in development and implementation of CIPs (capital improvement plans).
  - 7.3 Manage infrastructure issues for the City through proactive planning, monitoring, and operations and maintenance management.
  - 7.4 Develop and recommend policies and procedures for effective operation of the City consistent with city policies and relevant regulations, including recommendations for ordinance modifications, as directed.
  - 7.5 Formulate short- and long-range plans for design and constructing public works improvements, including streets, water, sanitary, storm sewer, parks, and buildings.
  - 7.6 Assist in implementing all water resource functions.
  - 7.7 Review land use applications and construction plans for private developments for consistency with current development best practices, engineering specifications, city policies and relevant laws, rules and regulations. Responsible for ensuring City Council actions are implemented according to approved specifications
  - 7.8 Update City street and utility maps and records
  - 7.9 Obtain proper approval and documentation from local, state, and federal authorities prior to implementing projects.
  - 7.10 Provide engineering services on projects and oversees project management for constructing municipal public works projects.
  - 7.11 Assist in planning, layout and design of City parks, trails and other recreational amenities.
  - 7.12 Provide professional engineering services in connection with the administration of the state and local stormwater laws, rules, ordinances and regulations
  - 7.13 Act as representation of the City on the MIC/TAC board if designated by the City
  - 7.14 Administer, manage and provide planning services with respect to the City's involvement in the Minnesota Stat Aid street program
  - 7.15 Provide legal descriptions for easements and other rights in land as needed from time to time by the City
  - 7.16 Perform such other services as the City may from time to time request
8. City Engineer will provide the following design and bidding services:
  - 8.1 Prepare plans and specifications for all public works projects as requested with the input of City staff. Present plans and specifications to the City Council for approval.
  - 8.2 Consults with state and federal agencies having jurisdictional authority over the project as warranted.
  - 8.3 Prepare and send Advertisements for Bids to the legal newspaper and the Construction Bulletin for solicitation of bids.
  - 8.4 Reproduce Contract Documents for bidding purposes.

- 8.5 Review the bids and prepare bid tabulation.
- 8.6 Evaluate bids, assist staff in preparing a recommendation to the City Council and assemble and award contracts.

9. City Engineer will provide the following project management/construction services:

- 9.1 Convene a pre-construction conference with staff, contractor, utility company representatives, etc.
- 9.2 Perform construction staking and surveying.
- 9.3 Provide construction observation during construction.
- 9.4 Prepare and maintain necessary documentation, including photographs and/or video if warranted, and a log of the contractor's progress.
- 9.5 Convene regular construction progress meetings, as required.
- 9.6 Prepare, review and recommend action for proposed change orders.
- 9.7 Review and recommend final acceptance by the City. Assist the City in ensuring that contractors have been paid and lien waivers have been acquired.
- 9.8 Provide as-built drawings upon conclusion of projects to the City.

10. City Engineer will provide the following engineering reports and technical correspondence:

10.1 Determine the need for preliminary studies, review all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including:

- 10.1.1 Feasibility reports
- 10.1.2 Prepare preliminary (and final) assessment rolls.
- 10.1.3 Plat review
- 10.1.4 Utility studies
- 10.1.5 Surface water system analysis and design
- 10.1.6 Capital Improvement Program studies
- 10.1.7 Prepare comments regarding reports, plans and studies of other agencies
- 10.1.8 Presents feasibility studies at public meetings.

10.2 City Engineer shall establish and maintain a library of the following records:

- 10.2.1 Permits and applications
- 10.2.2 Contract documents
- 10.2.3 Addenda
- 10.2.4 Copies of referenced standard specification
- 10.2.5 Project schedules
- 10.2.6 Shop drawings and submittals

- 10.2.7 Applicable correspondence
- 10.2.8 Records of pertinent telephone conversations
- 10.2.9 File memoranda, directives and change orders
- 10.2.10 Requests and recommendations for payment
- 10.2.11 Project budget and cost information
- 10.2.12 Diaries and logs
- 10.2.13 Records of noncompliance
- 10.2.14 Field test results
- 10.2.15 Materials testing reports
- 10.2.16 Record drawings
- 10.2.17 Project photographs
- 10.2.18 Project studies and reports
- 10.2.19 Project progress and meeting minutes
- 10.2.20 Other information as necessary or required

11. Participate in City meetings, including:

11.1 Internal and external meetings with City or other engineering firms involving engineering questions and issues.

11.2 Meet with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City Standards.

11.3 City Council meetings and work sessions, Planning & Zoning Commission meetings as requested, Utility Commission meetings as requested, and monthly Fast Track meetings with City Staff and consultants, other City meetings as needed.

## EXHIBIT B

### RULES FOR 429 PROJECTS

1. Services to be Performed. City Engineer agrees that it will provide City with a Preliminary Engineering Report that advises City in a preliminary way as to whether the proposed 429 Project is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement. The report must also include the estimated cost of the improvement as recommended.

2. Fees. City agreement to compensate City Engineer for the services referred to in paragraph 1 above for fees and expenses for as set forth in Exhibit B-1 attached hereto.

The compensation to the City Engineer for the preparation of requested Preliminary Engineering Reports is and will be based on the following facts.

- 2.1 The time and labor required.
- 2.2 The experience and knowledge of the preparer.
- 2.3 The complexity and novelty of the problems involved.
- 2.4 The extent of the responsibility assumed.

The compensation to the City Engineer for Preliminary Engineering Reports will not and is not based on percentage of the estimated cost of the improvements.

3. Content of Preliminary Engineering Report. No Preliminary Engineering Report is to be prepared except pursuant to a Resolution approved by the Hermantown City Council calling for the preparation of a preliminary engineering report. Pursuant to Minnesota Statutes Section 429.031

The Preliminary Engineering Report must state that it was prepared in accordance with Minnesota Statutes Section 429.031. Specifically the report must advise the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective and feasible and as to whether it should be best made as proposed or in connection with some other improvement.

The report must also include the estimated cost of the improvement as recommended.

**EXHIBIT B-1**

429 PROJECTS PRELIMINARY ENGINEERING REPORTS

Hourly rates are as follows:

Professional Engineer	<del>\$130.00</del>	<u>\$160.00</u>
Project Engineer	<del>\$110.00</del>	<u>\$140.00</u>
<u>Engineer, EIT</u>		<u>\$120.00</u>
Surveyor	\$105.00	
Technician/Inspector	<del>\$ 80.00</del>	<u>\$85</u>
Clerical/Office Manager	\$ 50.00	

**EXHIBIT C**

FEE SCHEDULE

Professional Engineer	<del>\$130.00</del>	<u>\$160.00</u>
Project Engineer	<del>\$110.00</del>	<u>\$140.00</u>
<u>Engineer, EIT</u>		<u>\$120.00</u>
Surveyor	\$105.00	
Technician/Inspector	<del>\$80.00</del>	<u>\$85.00</u>
Clerical/Office Manager	\$50.00	

The hourly rate for the City Engineer will be \$160.00 for hours spent in meetings which will include: City Council Meetings, Staff Meetings, Utility Commission meetings, MIC/TAC Meetings and other meetings.

## EXHIBIT D

### 1805.300      **CONFLICT OF INTEREST.**

Subp. 1. **Employment.** A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest.

Subp. 2. **Compensation.** A licensee shall not accept compensations for services relating or pertaining to the same project from more than one party unless there is a unity of interest between or among the parties to the project and unless the licensee makes full disclosure and obtains the express consent of all parties from whom compensation will be received.

Subp. 3. **Gifts.** A licensee shall not, directly or indirectly, solicit or accept any compensation, gratuity, or item of value from contractors, their agents, or other persons dealing with the client or employer in connection with the work for which the licensee has been retained without the knowledge and approval of the client or the employer.



**Resolution No. 2022-05**

**RESOLUTION APPROVING TENTATIVE AGREEMENT AND AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT WITH LAW ENFORCEMENT LABOR SERVICES LOCAL 47 (“LELS”) FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

WHEREAS, the Labor agreement between the Law Enforcement Labor Services Local 47 (LELS) and the City of Hermantown expires on December 31, 2021; and

WHEREAS, representatives from LELS and the City of Hermantown have met on three occasions to negotiate a successor labor agreement; and

WHEREAS, representatives from LELS Local 47 and the City of Hermantown have reached the tentative agreement on the attached document.

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

1. The City Council approves the tentative Agreement authorizing the Mayor and City Clerk to Execute and Deliver Agreement with LELS Local 47 for the Period of January 1, 2021 through December 31, 2024.

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 January 3, 2022.

**REVISED**  
**Tentative Agreements between**  
**the City of Hermantown and**  
**L.E.L.S. Local #47**  
**December 22, 2021**

**ARTICLE 11 DISCIPLINE**

~~**Section 5.** Discharges will be preceded by a five (5) calendar day suspension without pay.~~

Renumber remaining sections

**ARTICLE 20 OVERTIME**

**Overtime (Article 20): Comp-time carryover:**

Section 1: Language addition/change:

~~Any compensatory time off unclaimed at the conclusion of any calendar year will be paid to the employee at their rate of pay in effect o December 1<sup>st</sup> of any year.~~

Employees may carry-over a maximum of 40 hours of compensatory time into the next year. Any unpaid compensatory time over 40 hours on December 1 of the calendar year will be paid to the employee at their rate of pay as of December 1 of the current year.

**ARTICLE 21 SICK LEAVE**

~~**Section 6.** Any employee who is at the maximum accumulation of sick leave and who is credited for sick leave during a year in excess of the maximum sick leave of five hundred sixty (560) hours shall, as of December 31 of the year in question, have twenty five percent (25%) of such excess credit towards sick leave deposited in the employees State of Minnesota Health Care Savings Plan at the employees December 31 wage rate of the year in question.~~

Effective 1/1/18 the above paragraph will be amended to read:

**ARTICLE 27 NIGHT DIFFERENTIAL**

~~Effective Jan 1, 2019, a Night Differential of eighty cents (\$0.80) per hour will be paid for hours worked between 6pm and 6am~~

~~Effective Jan 1, 2020, a Night Differential of ninety cents (\$0.90) per hour will be paid for hours worked between 6pm and 6am~~

## ARTICLE 32 TERMINATION

1. Duration: -year contract 1/1/2022-12/31/2024

### Appendix C:

- i. General Wage Increase:  
1/1/2022: 3.75%;  
1/1/2023: 3.25%;  
1/1/2024: 3.25%

### Additional items

#### Article 21

**Section 1.** Full-time employees shall earn paid vacation based on the table below. Newly hired employees become eligible to use vacation upon completion of the field training officer (FTO) be entitled to a paid vacation based upon service in the prior year and shall become eligible for vacation pay only upon completion of one (1) year's continuous service.

~~Annual leave shall be earned as follows:~~

During the 1st year of employment	3.36 hours/mo.
During the 2nd through 4th year of employment	6.64 hours/mo.
During the 5th through 9th year of employment	10.00 hours/mo.
During the 10th through 14th year of employment	13.36 hours/mo.
During the 15th through 19th year of employment	16.67 hours/mo.
During and after the 20th year of employment	20.00 hours/mo

#### Article 23

**Section 1.** All employees will accumulate sick leave at the rate of eight (8) hours per month ~~Upon the completion of the probationary period an employee will be credited with forty-eight (48) hours of sick leave and will continue to accumulate sick leave at the rate of one (1) day per month to a maximum of 560 hours. Such additional accumulation shall be at the rate of eight (8) hours per month.~~ In the event of excessive utilization of the sick leave provisions contained herein, the employee, upon request of the City, shall be required to furnish a doctor's certificate

Tentative Agreement between  
The City of Hermantown  
And LELS Local 47  
Police Dept.  
December 22, 2021  
Page 3

of illness. It is the responsibility of the employee to immediately notify their supervisor if he or she is unable to report for their normally scheduled tour of work. In the event of abuse of this Section, same shall be subject to the grievance provisions of this Contract.

Additional agreement on 12/22/21

### **ARTICLE 31 UNIFORMS**

**Section 1.** When a full-time employee is employed by the City of Hermantown, the employee shall be furnished, without charge, a uniform and appropriate equipment relating thereto, in accordance with Appendix B of this Agreement. In the event unusual activity takes place which necessitates replacement of that uniform or related equipment, including clothing, it shall be replaced, without charge, to the employee, i.e. a shirt torn in a fight or accident, prescription eyeglasses, wedding bands (replaced or repaired). In the event personal equipment, i.e. watches, rings, non-prescription sunglasses, etc. have to be replaced due to unusual activity, these items shall be replaced upon receipt of a purchase voucher. Such reimbursement shall not exceed the actual cost of each item to a maximum of fifty dollars (\$50) per incident. Said fifty-dollar (\$50) limit shall not apply to the replacement of wedding rings. It is further understood that the initial uniform and equipment issue will suffice for the first anniversary year of employment, and employment, Effective the first pay period in January following the first anniversary year of employment, a lump sum payment of ~~four hundred dollars (\$400)~~ five hundred dollars (\$500), payable on the first payday following January 1 and July 1 shall be made.

**Resolution No. 2022-06**

**RESOLUTION APPROVING WAGE RATES FOR PART TIME EMPLOYEES IN 2022**

WHEREAS, the City of Hermantown has several part-time employees; and

WHEREAS, these employees are not covered by a labor agreement; and

WHEREAS, the City Administrator recommends a pay increase of 3.75% consistent with the wage increase of other non-represented employees; and

WHEREAS, the wage rates listed below are effective January 1, 2022 through December 31, 2022.

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

	<u>Position</u>	<u>Hours</u>	<u>Schedule</u>	<u>2021 Rate</u>	<u>2022 Rate</u>
<b>Custodian</b>	1	520+	Avg. 15 hrs/wk	16.62	17.24
<b>PW Seasonal Help</b>	2	500	Varies	10.63	11.03
<b>PW Seasonal Help</b>	2	500	Varies	12.70	13.18
If previously employed by the City of Hermantown for more than 5 years					
	1	500	Varies	14.26	14.79

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 of:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 3, 2022.

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



**DATE:** December 22, 2021      **Meeting Date:** 01/03/2022  
**SUBJECT:** User Group Agreements      **Agenda Item: 12-D, E, & F**      **Resolution 2022-07, 08, 09**

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**REQUESTED ACTION**

**Approval of park user agreements with Hermantown Youth Softball, Hermantown Youth Baseball and VFW Baseball associations.**

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**BACKGROUND**

The City enters into user agreements with five park users (Youth Soccer, Youth Baseball, Youth Softball, VFW Baseball and the Hermantown School District). The following users have reviewed and accepted the agreements for the 2022-24 time period; Hermantown Youth Softball and Baseball and VFW Baseball.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

**Resolution – Hermantown Youth Baseball**  
**Resolution – Hermantown Youth Softball**  
**Resolution – Hermantown VFW Baseball**

**Resolution No. 2022-07**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS WITH HERMANTOWN YOUTH BASEBALL ASSOCIATION**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Hermantown Youth Baseball Association desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Hermantown Youth Baseball Association desires to enter into the Agreement for a three year term expiring on December 31, 2024with the City.

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

1. A three year Agreement with the Hermantown Youth Baseball Association and Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement on behalf of the City.

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

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

Councilors \_\_\_\_\_, aye.

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 3, 2022.

## AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS

THIS AGREEMENT is made between the CITY OF HERMANTOWN (“City”) and Hermantown Youth Baseball (“User”) with regard to the use of the City Athletic Fields.

City at considerable expense has allocated land belonging to the City for use as athletic fields (“City Athletic Fields”).

City and User desire to allocate duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to User a license to use the City Athletic Fields described on Exhibit A attached hereto (“Field”) at such times as are specified on Exhibit A attached hereto. This license of usage includes the right to use the Field, lights, parking area, concession stand and all other facilities appurtenant to the Fields.

2. The term of this License shall expire on December 31, 2024.

3. Property installed by City on the City Athletic Fields shall be and remain the property of the City.

4. No property may be installed by User on the City Athletic Fields without the prior written approval by City. Property installed by User for use in connection with City Athletic Fields shall be and remain the property of City.

5. Maintenance of the City Athletic Fields shall be the responsibility of City except the User shall be responsible for restoration of fields following usage by it. Maintenance, which is the responsibility of the User, shall include the following:

a. custodial services in order to clean and maintain any buildings during and following use by User;

b. trash and litter clean up and proper disposal in containers provided by the City following use by User;

c. payment of the fee set from time to time by the City for each day that the lights are utilized at the Field

d. operating any concession stand utilized by User in accordance with all applicable codes and regulations

e. maintaining the cleanliness of any concession stand utilized by User in accordance with all applicable codes and regulations.



f. The City will be responsible for weekly grass mowing on all Fields covered by this agreement. The User will be responsible for dragging, marking, or chalking the fields.

6. User shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and with a combined single limit of coverage of at least one million, two hundred thousand Dollars (\$1,200,000.00). User shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be cancelled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.

7. All receipts and disbursements from or related to the use of the City Athletic Fields shall be for the account of the City except as specifically noted on Exhibit B attached hereto or except as specifically agreed to in writing by the City.

8. User may not assign, sublease, sublicense or otherwise grant any rights to the use of the City Athletic Fields without prior written consent of the City.

IN WITNESS WHEREOF, City and User have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this 14<sup>th</sup> day of December, 2021.

CITY OF HERMANTOWN

USER:

Michael Fop / Hermantown Baseball

By \_\_\_\_\_

By \_\_\_\_\_

Its Mayor

Its \_\_\_\_\_

And By \_\_\_\_\_

Its Clerk

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**HERMANTOWN YOUTH BASEBALL**

**EXHIBIT A**

FACILITY COVERED BY THIS AGREEMENT: Fichtner Fields 1, 2, 3, & 4

TIME PERIOD:

*First* scheduled game or practice: May 15

*Last* scheduled game or practice: August 31<sup>st</sup>

FACILITY COVERED BY THIS AGREEMENT: Keene Creek Park

TIME PERIOD:

*First* scheduled game or practice: MAY 15

*Last* scheduled game or practice: August 31<sup>st</sup>

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**HERMANTOWN YOUTH BASEBALL**  
**EXHIBIT B**

No Restrictions.

**Resolution No. 2022-08**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS WITH HERMANTOWN YOUTH SOFTBALL ASSOCIATION**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Hermantown Youth Softball Association desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Hermantown Youth Softball Association desires to enter into the Agreement for a three year term expiring on December 31, 2024 with the City.

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

1. A three year Agreement with the Hermantown Youth Softball Association and Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement on behalf of the City.

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

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

Councilors \_\_\_\_\_, aye.

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 3, 2022.

**AGREEMENT FOR THE USE OF THE  
CITY OF HERMANTOWN ATHLETIC FIELDS**

THIS AGREEMENT is made between the CITY OF HERMANTOWN ("City") and Hermantown Softball Association ("User") with regard to the use of the City Athletic Fields.

City at considerable expense has allocated land belonging to the City for use as athletic fields ("City Athletic Fields").

City and User desire to allocate duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to User a license to use the City Athletic Fields described on Exhibit A attached hereto ("Field") at such times as are specified on Exhibit A attached hereto. This license of usage includes the right to use the Field, parking area, concession stand and all other facilities appurtenant to the Fields.

2. The term of this License shall expire on December 31, 2024.

3. Property installed by City on the City Athletic Fields shall be and remain the property of the City.

4. No property may be installed by User on the City Athletic Fields without the prior written approval by City. Property installed by User for use in connection with City Athletic Fields shall be and remain the property of City.

5. Maintenance of the City Athletic Fields shall be the responsibility of City except the User shall be responsible for restoration of fields following usage by it. Maintenance, which is the responsibility of the User, shall include the following:

a. custodial services in order to clean and maintain any buildings during and following use by User;

b. trash and litter clean up and proper disposal in containers provided by the City following use by User;

c. payment of the fee set from time to time by the City for each day that the lights are utilized at the Field

d. operating any concession stand utilized by User in accordance with all applicable codes and regulations

e. maintaining the cleanliness of any concession stand utilized by User in accordance with all applicable codes and regulations.

f. The City will be responsible for weekly grass mowing on all Fields covered by this agreement. The User will be responsible for dragging, marking, or chalking the fields.

6. User shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and with a combined single limit of coverage of at least one million, two-hundred thousand Dollars (\$1,200,000.00). User shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be cancelled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.

7. All receipts and disbursements from or related to the use of the City Athletic Fields shall be for the account of the City except as specifically noted on Exhibit B attached hereto or except as specifically agreed to in writing by the City.

8. User may not assign, sublease, sublicense or otherwise grant any rights to the use of the City Athletic Fields without prior written consent of the City.

IN WITNESS WHEREOF, City and User have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this 20<sup>th</sup> day of December, 2021.

CITY OF HERMANTOWN

USER:

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

Hermantown Summer Softball Association  
By John Wick Jonathan Wiksich  
Its President

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

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**HERMANTOWN SOFTBALL ASSOCIATION**

**EXHIBIT A**

**FACILITY COVERED BY THIS AGREEMENT:** Rose Road Fields 1 & 2 & 3

**TIME PERIOD:**

*First* scheduled game or practice: March 1

*Last* scheduled game or practice: October 31

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**HERMANTOWN SOFTBALL ASSOCIATION**  
**EXHIBIT B**

No Restrictions.



**Resolution No. 2022-09**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS WITH VETERANS OF FOREIGN WARS/AMERICAN LEGION BASEBALL**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Veterans of Foreign Wars/American Legion Baseball desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Veterans of Foreign Wars/American Legion Baseball desires to enter into the Agreement for a three year term expiring on December 31, 2024with the City.

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

1. A three year Agreement with the Veterans of Foreign Wars/American Legion Baseball and Hermantown is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement on behalf of the City.

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

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

Councilors \_\_\_\_\_, aye.

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted January 3, 2022.

**AGREEMENT FOR THE USE OF THE  
CITY OF HERMANTOWN ATHLETIC FIELDS**

THIS AGREEMENT is made between the CITY OF HERMANTOWN ("City") and Veterans of Foreign Wars/American Legion ("User") with regard to the use of the City Athletic Fields.

City at considerable expense has allocated land belonging to the City for use as athletic fields ("City Athletic Fields").

City and User desire to allocate duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to User a license to use the City Athletic Fields described on Exhibit A attached hereto ("Field") at such times as are specified on Exhibit A attached hereto. This license of usage includes the right to use the Field, lights, parking area, concession stand and all other facilities appurtenant to the Fields.

2. The term of this License shall expire on December 31, 2024.

3. Property installed by City on the City Athletic Fields shall be and remain the property of the City.

4. No property may be installed by User on the City Athletic Fields without the prior written approval by City. Property installed by User for use in connection with City Athletic Fields shall be and remain the property of City.

5. Maintenance of the City Athletic Fields shall be the responsibility of City except the User shall be responsible for restoration of fields following usage by it. Maintenance, which is the responsibility of the User, shall include the following:

a. custodial services in order to clean and maintain any buildings during and following use by User;

b. trash and litter clean up and proper disposal in containers provided by the City following use by User;

c. payment of the fee set from time to time by the City for each day that the lights are utilized at the Field

d. operating any concession stand utilized by User in accordance with all applicable codes and regulations

e. maintaining the cleanliness of any concession stand utilized by User in accordance with all applicable codes and regulations.

f. The City will be responsible for weekly grass mowing on all Fields covered by this agreement. The User will be responsible for dragging, mowing, marking, or chalking the fields/infields..

6. User shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and with a combined single limit of coverage of at least one million, two hundred thousand Dollars (\$1,200,000.00). User shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be cancelled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.

7. All receipts and disbursements from or related to the use of the City Athletic Fields shall be for the account of the City except as specifically noted on Exhibit B attached hereto or except as specifically agreed to in writing by the City.

8. User may not assign, sublease, sublicense or otherwise grant any rights to the use of the City Athletic Fields without prior written consent of the City.

IN WITNESS WHEREOF, City and User have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this 22<sup>nd</sup> day of December, 2021.

CITY OF HERMANTOWN

USER:

B. F. / -

By \_\_\_\_\_

By \_\_\_\_\_

Its Mayor

Its \_\_\_\_\_

And By \_\_\_\_\_

Its Clerk

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**VETERANS OF FOREIGN WARS/AMERICAN LEGION**  
**EXHIBIT A**

**FACILITY COVERED BY THIS AGREEMENT:** Fichtner Field 1

**TIME PERIOD:**

*First* scheduled game or practice: April 1<sup>st</sup> 2022

*Last* scheduled game or practice: TBD

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**VETERANS OF FOREIGN WARS/AMERICAN LEGION**  
**EXHIBIT B**

No Restrictions.