



## **Hermantown City Council Meeting – March 7th, 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=Mm5Wb0k2VWFkWFJsVy9GL0l1Q2cyZz09>

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, March 7, 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 March 7, 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, March 7, 2022 at 4:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

**City Council Meeting March 7, 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. Correspondence** 22-23 through 22-27 placed on file
  - B. 22-26** John Mulder, City Administrator  
TO: Mayor & City Council  
RE: 2021 Wastewater Treatment Year-End Adjustments
  - C. 22-27** Paul Senst, Public Works Director  
TO: Mayor & City Council  
RE: Upcoming St. Louis County Road Projects for 2022-2025
- 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 February 22, 2022 City Council Continuation Minutes
- B. **Accounts Payable** – Approve general city warrants from February 16, 2022 through February 28, 2022 in the amount of \$419,854.99

10. **MOTIONS**

11. **ORDINANCES**

- A. **2022-02**      An Ordinance Of The City Of Hermantown, Minnesota, Amending The City Code, Section 210, Council, To Increase The Salaries Of The Mayor And Council Members.

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. **2022-29**      Resolution Approving Requests For Proposals (“RFP”) For Consulting Engineer For The Preparation Of A Water Distribution Evaluation And Modeling Report

(motion, roll call)

- B. **2022-30**      Resolution Approving An Amendment To The City Handbook Regarding A Sewer Availability Policy

(motion, roll call)

- C. **2022-31**      Resolution Approving Requests For Proposals (“RFP”) For Construction Manager At Risk For The Hermantown Recreation Initiative Area

(motion, roll call)

- D. **2022-32**      Resolution Approving Preliminary And Final Plat Of Crystal Estates And Imposing Conditions On The Final Plat

(motion, roll call)

**E.**     **2022-33**     Resolution Reestablishing Precincts And Polling Places For The City Of Hermantown

(motion, roll call)

**13.    RECESS**

**Date:** March 2, 2022  
**To:** City Council  
**From:** John Mulder, City Administrator  
**RE:** Correspondence

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In your agenda 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 included in the agenda packet only the correspondence that we believe to be of special interest.

## 2022 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
2/16/2022	22-23	Eric Johnson, Comm. Dev. Dir.	Park Board	GMRPTC - Outdoors Small Grant Fund	2/1/2022
2/16/2022	22-24	Eric Johnson, Comm. Dev. Dir.	Planning Commission	SUB-P A-lign Properties, 508X Hermantown Rd.	2/15/2022
2/18/2022	22-25	Jackie Dolentz, City Clerk	Mayor, City Council & City Staff	Redistricting Plans	2/17/2022
2/24/2022	22-26	Marianne Bohren, WLSSD	John Mulder, City Administrator	2021 Wastewater Treatment Year-End Adjustments	2/16/0222
3/1/2022	22-27	Paul Senst, Public Works Director	Mayor, City Council	SLC Road Projects for 202220258	3/1/2022



2626 Courtland Street  
Duluth, MN 55806-1894  
phone 218.722.3336  
fax 218.727.7471  
www.wlssd.com

22-26

rec'd  
2/23/22

**WLSSD**

## Western Lake Superior Sanitary District

February 16, 2022

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

Subject: 2021 Wastewater Treatment Year-End Adjustments

Dear Mr. Mulder:

At the close of each year, we notify our wastewater treatment users of the year-end adjustment based on the actual flow and load data, and treatment costs.

For 2021, the WLSSD Board has approved total wastewater charges of \$27,515,879 as shown in the attached comparison of billed (budget) to required charges (actual) for 2021. Each wastewater user will receive additional charges or credits based upon their actual flows and loads as compared to budget. This amount will be spread evenly over the 12-month period in 2022.

Attached is a table summarizing the 2021 billing as compared to the 2021 required actual. For Hermantown the total year-end adjustment for 2021 is a credit of \$7,152 and will be included as a \$596/month credit on your 2022 monthly billing.

Please contact me at 740-4805 if you have any questions.

Sincerely,

Marianne Bohren  
Executive Director

Attachment



**2021 Year End Adj**

	BILLED 2021	REQUIRED 2021	YEAR-END ADJUSTMENT
DULUTH	9,397,598	9,498,785	\$101,187
CLOQUET	1,006,748	816,609	(\$190,139)
PROCTOR	327,748	304,908	(\$22,840)
HERMANTOWN	511,351	504,199	(\$7,152)
ESKO	146,702	142,403	(\$4,299)
SCANLON	116,873	101,917	(\$14,956)
CARLTON	113,973	111,976	(\$1,997)
RICE LAKE	52,159	47,629	(\$4,529)
TWIN LAKE	92,756	51,638	(\$41,119)
PIKE LAKE	77,323	69,099	(\$8,224)
KNIFE RIVER	\$20,354	17,645	(\$2,709)
OLIVER	17,194	14,805	(\$2,390)
THOMSON	9,371	7,892	(\$1,478)
WRENSHALL	22,163	21,881	(\$282)
JAY COOKE	2,759	3,093	\$334
MIDWAY	5,050	5,827	\$777
MPCA LANDFILL	11,827	10,015	(\$1,811)
UNUSED	-	-	\$0
DULUTH/NORTH SHORE	49,443	47,208	(\$2,235)
MUNICIPALITIES SUBTOTAL	11,981,391	11,777,529	(\$203,862)
SAPPI	13,583,834	13,850,195	\$266,361
GEORGIA PACIFIC	32,088	32,088	\$0
VERSO	383,627	386,465	\$2,838
USG	644,750	631,343	(\$13,407)
ST PAPER 1	722,428	674,263	(\$48,165)
SPECIALTY MINERALS	167,761	163,996	(\$3,765)
INDUSTRIES SUBTOTAL	15,534,488	\$15,738,350	\$203,862
TOTAL DISTRICT	\$27,515,879	\$27,515,879	(\$0)

**2021 Year End Adj  
Wastewater Unit Costs**

<u>VOLUME</u>	<u>BUDGET 2021</u>	<u>REQUIRED 2021</u>	<u>% CHANGE</u>
FLOW (MGD)	32.53	31.57	-2.95%
BOD (LBS/DAY)	61,299	66,365	8.26%
SUSPENDED SOLIDS (LBS/DAY)	36,951	49,364	33.59%
 <u>O &amp; M UNIT COSTS</u>			
FLOW (COST/1000 GAL)	\$0.5957	\$0.6968	16.97%
PEAK FLOW	\$0.0435	\$0.0317	-27.20%
BOD (COST/LB)	\$0.2030	\$0.2155	6.20%
SUSPENDED SOLIDS (COST/LB)	\$0.3349	\$0.2903	-13.31%
 <u>O &amp; M + DEBT SERVICE UNIT COSTS</u>			
FLOW (COST/1000 GAL)	\$0.8019	\$0.9020	12.48%
PEAK FLOW	\$0.0990	\$0.0786	-20.56%
BOD (COST/LB)	\$0.2539	\$0.2721	7.18%
SUSPENDED SOLIDS (COST/LB)	\$0.3968	\$0.3509	-11.56%
DOMESTIC EQUIV (COST/1000GAL)	\$1.9862	\$2.0198	1.69%

Eastern Lake Superior Sanitary District  
 Billing Detail  
 21 Year End Adj

Line No.	Class of Service	Budget Basis	Operating Expenses, based on Actual Flows and Loads				TOTAL	Debt Svc - based on Allocated Flows and Loads				TOTAL		
			Flow	Excess FI	BOD	TSS		FLOW	PEAK FLOW	TOTAL FLOW	BOD		TSS	TOTAL
Municipalities: Duluth-														
1	Duluth	Budget	\$2,590,871	\$670,592	\$1,112,233	\$2,025,034	\$6,398,730	\$1,286,450	\$949,570	\$2,236,020	\$366,132	\$497,902	\$3,100,054	\$9,498,785
2	Cloquet	Budget	\$217,983	\$19,092	\$100,697	\$199,218	\$536,990	\$103,779	\$72,427	\$176,205	\$39,962	\$63,451	\$279,618	\$816,609
3	Proctor	Budget	\$87,412	\$21,885	\$35,559	\$58,494	\$203,350	\$44,898	\$29,359	\$74,256	\$12,464	\$14,838	\$101,558	\$304,908
4	Hermantown	Budget	\$152,596	\$17,718	\$79,299	\$104,590	\$354,203	\$51,434	\$37,393	\$88,827	\$29,386	\$31,783	\$149,996	\$504,199
5	Esko	Budget	\$38,988	\$7,718	\$20,690	\$32,320	\$99,716	\$16,670	\$11,165	\$27,835	\$6,586	\$8,266	\$42,687	\$142,403
6	Scanlon	DE	\$32,096	\$3,244	\$16,521	\$22,253	\$74,114	\$9,848	\$9,119	\$18,966	\$4,534	\$4,303	\$27,803	\$101,917
7	Carlton	Budget	\$35,784	\$5,366	\$12,587	\$19,392	\$73,129	\$20,142	\$11,562	\$31,704	\$3,198	\$3,946	\$38,847	\$111,976
8	Rice Lake	DE	\$13,072	\$2,004	\$6,766	\$9,113	\$30,955	\$6,544	\$4,831	\$11,374	\$2,641	\$2,659	\$16,674	\$47,629
9	Twin Lake	Budget	\$7,375	\$2,295	\$9,519	\$11,444	\$30,634	\$6,413	\$4,790	\$11,203	\$4,932	\$4,868	\$21,003	\$51,638
10	Pike Lake	DE	\$20,422	\$2,827	\$10,542	\$14,200	\$47,991	\$8,263	\$5,868	\$14,131	\$3,526	\$3,452	\$21,109	\$69,099
11	Knife River	DE	\$4,680	\$1,227	\$2,439	\$3,285	\$11,630	\$1,883	\$2,257	\$4,140	\$924	\$951	\$6,015	\$17,645
12	Oliver	DE	\$4,400	\$373	\$2,281	\$3,073	\$10,128	\$1,783	\$1,266	\$3,049	\$820	\$808	\$4,677	\$14,805
13	Thomson	DE	\$2,009	\$91	\$1,023	\$1,378	\$4,501	\$1,332	\$931	\$2,263	\$569	\$559	\$3,392	\$7,892
14	Wrenshall	DE	\$6,180	\$1,101	\$3,225	\$4,345	\$14,851	\$2,799	\$1,728	\$4,527	\$1,273	\$1,230	\$7,030	\$21,881
15	Jay Cooke	DE	\$560	\$324	\$315	\$424	\$1,622	\$474	\$395	\$869	\$280	\$322	\$1,471	\$3,093
16	Midway	DE	\$1,094	\$36	\$787	\$742	\$2,658	\$1,456	\$806	\$2,261	\$415	\$492	\$3,169	\$5,827
17	MPCA Landfill	DE	\$381	\$165	\$262	\$354	\$1,163	\$3,889	\$1,515	\$5,404	\$1,929	\$1,520	\$8,852	\$10,015
18	Unused	DE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
19	North Shore	DE	\$12,564	\$2,895	\$6,451	\$8,689	\$30,599	\$5,912	\$5,200	\$11,112	\$2,692	\$2,805	\$16,609	\$47,208
21	Totals-Municipalities		\$3,228,467	\$758,954	\$1,421,196	\$2,518,347	\$7,926,964	\$1,573,965	\$1,150,181	\$2,724,146	\$482,263	\$644,156	\$3,850,565	\$11,777,529
Industrials-														
22	Georgia Pacific		\$0	\$0	\$0	\$0	\$0	\$6,797	\$2,718	\$9,515	\$17,745	\$4,829	\$32,088	\$32,088
23	Sappi		\$4,524,335	\$88,633	\$3,669,316	\$2,492,879	\$10,775,163	\$1,150,907	\$385,994	\$1,536,901	\$1,095,733	\$442,398	\$3,075,032	\$13,850,195
24	ST Paper 1		\$67,067	\$33,630	\$573	\$1,888	\$103,157	\$166,213	\$117,653	\$283,866	\$242,636	\$44,604	\$571,106	\$674,263
25	USG		\$124,060	\$8,915	\$129,097	\$178,025	\$440,097	\$45,045	\$20,181	\$65,226	\$51,362	\$74,658	\$191,246	\$631,343
26	VERSO		\$30,204	(\$1,373)	\$230	\$1,100	\$30,161	\$118,028	\$47,643	\$165,671	\$166,573	\$24,059	\$356,304	\$386,465
27	Specialty Minerals		\$56,028	\$1,463	\$472	\$38,678	\$96,641	\$21,611	\$8,637	\$30,247	\$202	\$36,906	\$67,355	\$163,996
28	Totals-Industrials		\$4,801,694	\$131,267	\$3,799,688	\$2,712,570	\$11,445,219	\$1,508,601	\$582,825	\$2,091,427	\$1,574,251	\$627,453	\$4,293,131	\$15,738,350
30	Totals-All Users		\$8,030,161	\$890,221	\$5,220,884	\$5,230,917	\$19,372,183	\$3,082,567	\$1,733,006	\$4,815,573	\$2,056,514	\$1,271,609	\$8,143,696	\$27,515,879

Table 5  
 USER'S WASTEWATER FLOW AND STRENGTH CHARACTERISTICS  
 Flow and Strength Characteristics  
 Western Lake Superior Sanitary District  
 2021 Year End Adj

Line No.	Class of Service	Billing Basis	Notes	Base Flow		Peak Flow		BOD		TSS	
				Actual (Mgd)	Allocated (Mgd)	Actual (Mgd)	Allocated (Mgd)	Actual (Lbs./Day)	Allocated (Lbs./Day)	Actual (Lbs./Day)	Allocated (Lbs./Day)
<b>Municipalities:</b>											
1	Duluth	Budget		10.187	17.325	68.185	68.185	14,138	15,500	19,110	23,000
2	Cloquet	Budget		0.857	1.470	2.508	5.500	1,280	2,010	1,880	3,450
3	Proctor	Budget		0.344	0.604	2.237	2.237	452	592	552	700
4	Hermantown	Budget		0.600	0.760	2.132	3.800	1,008	1,600	987	1,600
5	Esko	Budget		0.153	0.240	0.821	1.000	263	320	305	420
6	Scanlon	DE		0.126	0.160	0.407	1.000	210	262	210	262
7	Carlton	Budget		0.141	0.270	0.605	0.760	160	160	183	205
8	Rice Lake	DE		0.051	0.080	0.225	0.360	86	125	86	125
9	Twin Lake	Budget		0.029	0.090	0.228	0.400	121	280	108	280
10	Pike Lake	DE		0.080	0.110	0.325	0.450	134	185	134	185
11	Knife River	DE		0.018	0.027	0.125	0.134	31	46	31	46
12	Oliver	DE		0.017	0.024	0.050	0.100	29	41	29	41
13	Thomson	DE		0.008	0.015	0.016	0.060	13	24	13	24
14	Wrenshall	DE		0.024	0.042	0.120	0.150	41	69	41	69
15	Jay Cooke	DE		0.002	0.005	0.030	0.030	4	8	4	8
16	Midway	DE		0.004	0.004	0.007	0.007	10	10	7	8
17	MPCA Landfill	DE		0.002	0.042	0.016	0.040	3	70	3	70
18	Unused	DE		0.000	0.000	0.000	0.000	0	0	0	0
19	North Shore	DE		0.049	0.075	0.300	0.310	82	125	82	125
20	Totals-Municipalities			12.694	21.343	78.334	84.523	18,065	21,427	23,765	30,618
<b>Industrials:</b>											
21	VERSO	Budget		0.119	0.000	0.000	0.000	3	0	10	0
22	SAPPI	Budget		17.790	17.790	25.455	25.455	46,642	56,000	23,525	25,000
23	ST Paper 1	Budget		0.264	0.500	3.172	8.000	7	50	18	25
24	USG	Budget		0.488	0.580	1.259	1.259	1,641	2,000	1,680	2,800
25	Specialty	Budget		0.220	0.240	0.347	0.500	6	8	365	1,400
26	Totals-Industrials			18.880	19.110	30.233	35.214	48,299	58,058	25,598	29,225
27	Totals-All Users			31.574	40.453	108.567	119.737	66,365	79,485	49,364	59,843

BOD, and TSS strengths are computed using the District's standard domestic equivalent strengths. Formula: Flow x Strength(Mg/l) x 8.34.  
 2022-02-03 Standard domestic equivalent strengths for the District are: BOD-200 Mg/1000 Gal, TSS-200 Mg/1000 Gal.

**TO:** City Council Members

**FROM:** Paul Sens  
Public Works Director



**DATE:** March 1<sup>st</sup>, 2022

**Meeting Date:** 03/07/2022

**SUBJECT:** Upcoming SLC Road Projects  
for 2022-2025

**Agenda Item:** 6-C

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**REQUESTED ACTION**

None- Information only

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**BACKGROUND**

Public Works, City Engineer and City Administrator had a meeting on 2/9/22 to discuss their plans for road work within Hermantown in the next 5 years. Attached is a list of this 5 year look ahead from St. Louis County.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

SLC Upcoming Road Project Work List for 2022-2025

## ST LOUIS COUNTY UPCOMING ROAD PROJECTS

2022-2025

- ICE study at Midway Road / TH 2 with MnDOT
- 2022 Chip Seal on Morris Thomas from TH 2 to Haines Road in 2022
- 2023 Chip Seal on Lavaque Road from Morris Thomas Road to TH 53
- 2023 Haines Road mill / overlay from Morris Thomas to Airport Road, municipal consent spring 2022 ADA signal upgrades, bus pads, longer right turn lane southbound Haines at Arrowhead
- 2023 Midway Road turn lanes at Arrowhead, municipal consent spring 2022
- 2023 Midway Road turn lanes at Stark Road, Midway Township
- 2023 Morris Thomas Road reconstruction (2022 City of Duluth Utilities)
- 2023 Piedmont Mill / overlay from Haines to Chambersburg
- 2025 Lindahl Road reclaim / overlay
- TBD Bridge over the railroad tracks and realignment of Midway Road in Adolph

CITY OF HERMANTOWN  
CITY COUNCIL MEETING  
February 22, 2022  
6:30 p.m.

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

### **PLEDGE OF ALLEGIANCE**

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

**CITY STAFF:** John Mulder, City Administrator; Jackie Dolentz, City Clerk; Joe Wicklund, Communications Manager; Gunnar Johnson, City Attorney

**ABSENT:** Councilors Nelson, Peterson

**VISITORS:** 3

### **ANNOUNCEMENTS**

Two City Councilors absent due to the travel and the weather.

Mayor Boucher wished good luck to the Mirage Girls' Hockey Team at tomorrow's game at the Xcel Energy Center.

### **PUBLIC HEARING**

### **COMMUNICATIONS**

Communications 22-13 through and including 22-22 were read and placed on file.

### **PRESENTATIONS**

### **PUBLIC DISCUSSION**

### **CONSENT AGENDA**

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

- A. Approve February 7, 2022 City Council Continuation Minutes
- B. Approve general city warrants from February 1, 2022 through February 15, 2022 in the amount of \$441,222.56

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

### **MOTIONS**

Motion made by Councilor Geissler, seconded by Councilor Hauschild, to approve the On Sale/Sunday Intoxicating Liquor License for Skyline Lounge, 4894 Miller Trunk Hwy, contingent upon all paperwork

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

## **ORDINANCES**

**2022-01**      An Ordinance Amending Section 220, City Administrator, Of The Hermantown City Code By Modifying The City Administrator's Ability To Sign For Purchase Orders For Set Limits

Second Reading

Motion made by Councilor Hauschild, seconded by Councilor Geissler, to adopt Ordinance 2022-01, An Ordinance Amending Section 220, City Administrator, Of The Hermantown City Code By Modifying The City Administrator's Ability To Sign For Purchase Orders For Set Limits. Roll Call: Councilors Geissler, Hauschild, Mayor Boucher, aye. Councilors Nelson and Peterson, absent. Motion carried.

**2022-02**      An Ordinance Of The City Of Hermantown, Minnesota, Amending The City Code, Section 210, Council, To Increase The Salaries Of The Mayor And Council Members.

First Reading

Motion made by Councilor Geissler, seconded by Councilor Hauschild, to table Ordinance 2022-01, An Ordinance Amending Section 220, City Administrator, Of The Hermantown City Code By Modifying The City Administrator's Ability To Sign For Purchase Orders For Set Limits. Motion carried on a voice vote.

## **RESOLUTIONS**

**2022-26**      Resolution To Approve Shared Sanitary Sewer Relocation Costs Between The City Of Hermantown And MNDOT Associated With Construction Along And Adjacent To Hwy 53 And Hwy 194 Under State Project Number 6916-113 (T.H. 53)

Motion made by Councilor Hauschild, seconded by Councilor Geissler, to adopt Resolution 2022-26 Resolution To Approve Shared Sanitary Sewer Relocation Costs Between The City Of Hermantown And MNDOT Associated With Construction Along And Adjacent To Hwy 53 And Hwy 194 Under State Project Number 6916-113 (T.H. 53). Roll Call: Councilors Geissler, Hauschild, Mayor Boucher, aye. Councilors Nelson and Peterson, absent. Motion carried.

**2022-27**      Resolution Approving A Request For Proposals For Purchase Of An Advanced Metering Infrastructure For Water Meters

Motion made by Councilor Hauschild, seconded by Councilor Geissler, to adopt Resolution 2022-27 Resolution Approving A Request For Proposals For Purchase Of An Advanced Metering Infrastructure For Water Meters. Roll Call: Councilors Geissler, Hauschild, Mayor Boucher, aye. Councilors Nelson and Peterson, absent. Motion carried.

**2022-28**      Resolution Approving Pay Request Number 16 And Change Order Number 9 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$25,688.00



City Council Continuation Meeting

February 22, 2022

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Motion made by Councilor Geissler, seconded by Councilor Hauschild, to adopt Resolution 2022-28 Resolution Approving Pay Request Number 16 And Change Order Number 9 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$25,688.00. Roll Call: Councilors Geissler, Hauschild, Mayor Boucher, aye. Councilors Nelson and Peterson, absent. Motion carried.

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

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Mayor

ATTEST:

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City Clerk

**CITY OF HERMANTOWN**

CHECKS #68473-68524  
02/16/2022-02/28/2022

PAYROLL CHECKS

Electronic Checks - #69666-69714 \$76,370.79

LIABILITY CHECKS

Electronic Checks - #69660-69665 \$56,136.92

Check - #68519-68524 \$4,457.84

**PAYROLL EXPENSE TOTAL \$136,965.55**

ACCOUNTS PAYABLE

Check - #68473-68518 \$220,139.36

Check - #22115 \$25,688.00

Electronic Payments #-99796-99802 \$37,062.08

**ACCOUNTS PAYABLE TOTAL \$282,889.44**

**TOTAL \$419,854.99**

2/24/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	59.68	-99802
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	59.68	-99802
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	19.86	-99802
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Support for Tyler RMS Switch O	9,056.25	-99802
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	79.54	-99802
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	59.68	-99802
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	377.82	-99802
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	119.34	-99802
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	19.86	-99802
101	411100	Council	CW TECHNOLOGY GROUP INC	Datto Siris 4 Pro-Replacement/	79.54	-99802
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	6' HDMI Cable-Mary's Monitor	34.79	-99801
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Nov Locates	12.00	-99800
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Nov Locates	18.00	-99800
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Jan 22 Locates	14.58	-99799
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Jan 22 Locates	9.72	-99799
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	176.62	-99798
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	132.46	-99798
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,366.28	-99798
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets PW	100.93	-99798
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	44.16	-99798
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	176.62	-99798
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	706.55	-99797
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,224.88	-99797
101	419901	City Hall & Police Building Maintenance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	0.80	-99797
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	2.05	-99797
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	2.75	-99797
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	960.70	-99797
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	31.95	-99797
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	3.62	-99797
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	5.43	-99797
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 02/22	15.80	-99797
101	452100	Parks	MN POWER	7463700000 Little Leagues	19.69	-99796
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	402.52	-99796
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	11,265.81	-99796
275	452200	Community Building	MN POWER	3481871314 EWC Garage	391.93	-99796
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	831.99	-99796
101	452100	Parks	MN POWER	0606881181 Parks	192.31	-99796
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	761.50	-99796

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	493.50	-99796
101	452200	Community Building	MN POWER	0606881181 Community Bldg	583.49	-99796
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	401.40	-99796
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	745.16	-99796
601	494400	Water Administration and General	MN POWER	3623400000 Water	88.77	-99796
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	2,683.96	-99796
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	1,715.98	-99796
101	431901	City Garage	MN POWER	4995600000 4971 Lightning Dr	359.67	-99796
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	18.78	-99796
602	494900	Sewer Administration and General	MN POWER	4995600000 4971 Lightning Dr	143.87	-99796
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	142.98	-99796
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	117.97	-99796
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	28.08	-99796
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	484.98	-99796
601	494400	Water Administration and General	MN POWER	4995600000 4971 Lightning Dr	215.80	-99796
240	432510	Trunk Sewer Construction	UTILITY SYSTEMS OF AMERICA, INC.	Trunk Sewer Spur- Mungler Spur	25,688.00	22115
101	431100	Street Department	A W KUETTEL & SONS INC	Aluminum Pieces for sander	141.00	68473
101	431100	Street Department	BJONSKAAS, ARON	LED Headlight - H4	34.35	68474
101	431901	City Garage	CAPITAL ONE TRADE CREDIT	Drum Dollies/Tape Measure/Weld	154.96	68475
601	494300	Water Distribution	CAPITAL ONE TRADE CREDIT	Vac Trailer Hose Clamps	35.97	68475
601	494300	Water Distribution	CAPITAL ONE TRADE CREDIT	Rope & Hydrant Pumps	30.48	68475
101	431901	City Garage	CAPITAL ONE TRADE CREDIT	Drum Dollies	125.98	68475
101	431901	City Garage	CAPITAL ONE TRADE CREDIT	Gorilla Glue & Tape	74.57	68475
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	51.86	68476
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	51.86	68476
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	51.86	68476
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH#2 1/28/22-2/27/22	79.98	68477
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68478
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68478
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68478
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68478
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68478
101	431100	Street Department	CINTAS CORPORATION	Uniforms	57.76	68478
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68478
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.76	68478
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68478
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	104.35	68478
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	11.08	68478

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494500	Sewer Maintenance	CITY OF DULUTH	Sewer Agreement	31,366.21	68479
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	January Water Charges	67,311.98	68480
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Software Support	2,500.00	68481
601	494300	Water Distribution	CORE & MAIN LP	Water Meters and Setters	745.13	68481
230	465100	HEDA	CREATIVE ARCADE	Annual Plugin License Fee	79.35	68482
251	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Tuuko - Vet	101.50	68483
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Jan18 - Feb14 Answering	20.22	68484
601	494400	Water Administration and General	CUSTOMER ELATION INC	Jan18 - Feb14 Answering	30.33	68484
101	431100	Street Department	DIAMOND MOWERS LLC	ROW Mower Parts	151.52	68485
101	415300	Administration & Finance	DULUTH NEWS-TRIBUNE	Sub Renewal/1 YR 3/22-3/23	178.76	68486
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2021 Outstanding Indebtedness	390.00	68487
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2021 Outstanding Indebtedness	390.00	68487
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2022 Financial Management Plan	637.50	68487
101	414100	Elections	ELECTION SYSTEMS & SOFTWARE	Thermal Paper Roll	57.19	68488
101	414100	Elections	ELECTION SYSTEMS & SOFTWARE	Touch Screen Cleaning Kit	44.08	68488
601	494400	Water Administration and General	FORUM COMMUNICATIONS	Utility&Infrastructure Manager	473.00	68489
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 17	85.38	68490
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica Feb	96.00	68491
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	RplcBrks/WhlBrngs/TieRd14Ford	600.00	68492
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Repair Water Pump/Fill Cooling	341.25	68492
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Budget Summary	396.00	68493
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	33.00	68493
101	421100	Police Administration	HOLIDAY COMPANIES	Jan Car Washes	10.00	68494
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	562.50	68495
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Moistener	0.58	68496
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Binders/Pens	68.09	68496
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,205.31	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	620.82	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	474.27	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,126.60	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,010.10	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	793.72	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,068.38	68497
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	594.02	68497
101	431100	Street Department	INTERSTATE ALL BATTERY CENTER	Batteries - 928G Loader	291.90	68498
230	465100	HEDA	JOHNSON, ERIC	Ehlers Conference Expenses	213.43	68499
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	66.50	68500
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	510.34	68500

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	273.00	68500
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	294.38	68500
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	340.23	68500
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,306.88	68500
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CylRent/SafeEnvfee 12/21-01/22	49.66	68501
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Service-Nitrogen-Hammer JD 310	139.32	68502
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Hyd Filter JD 310	79.45	68502
101	431100	Street Department	MENARD INC	Index Cards, Tongue Jack for M	38.75	68503
101	431901	City Garage	MENARD INC	Power Cord End	29.78	68503
101	431901	City Garage	MENARD INC	Light Fixture Ends	39.03	68503
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Rd Reconditioning MSA P	16,906.65	68504
101	431100	Street Department	NAPA AUTO PARTS	Wiper Blades/Washer Fluids	58.95	68505
101	431100	Street Department	NAPA AUTO PARTS	Motor Oil	9.08	68505
101	431100	Street Department	NAPA AUTO PARTS	Battery Disconnect/Headlight B	48.98	68505
101	431100	Street Department	NAPA AUTO PARTS	DEF	522.00	68505
101	431100	Street Department	NAPA AUTO PARTS	Blades	76.92	68505
101	421100	Police Administration	NLEAC	2021 Dues	75.00	68506
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts	7.46	68507
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nylock Nuts	47.51	68507
230	465100	HEDA	NORTHSPAN GROUP INC	Data Analysis	492.00	68508
230	465100	HEDA	NORTHSPAN GROUP INC	Strategic Planning HEDA	1,750.00	68508
101	415300	Administration & Finance	ORME, KEVIN	Ehler's Conference Expenses	217.71	68509
101	419100	Community Development	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	84.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	1,036.00	68510
101	421100	Police Administration	OVEROM LAW, PLLC	PD Enterprise Records Manageme	198.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	A-Lign Properties Development	355.00	68510
402	431150	Street Improvements	OVEROM LAW, PLLC	Ugstad Road Easement Acquisiti	525.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance Updates	172.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	56.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	2021 Recreation Facility	4,570.50	68510
230	465100	HEDA	OVEROM LAW, PLLC	Marketplace Anchor Project	952.00	68510
101	421100	Police Administration	OVEROM LAW, PLLC	PD Use of Force Policy	346.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	HEDA: Misc. and Contracts	327.50	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Safe Routes to School Grant Ma	220.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	City Council Pay Increase	141.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Tallego 2021 Apartment Project	84.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Lightning Strike Insurance Cla	77.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	Gopher News Matter	197.00	68510

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	Ordinance Amending PO for Rout	111.50	68510
101	419100	Community Development	OVEROM LAW, PLLC	P&R Apartments Proj (Aery)	756.00	68510
601	494400	Water Administration and General	OVEROM LAW, PLLC	Verizon Water Tower Lease	38.00	68510
603	441100	Storm Water	OVEROM LAW, PLLC	Ugstad Road Culvert Project	33.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Construction contract, Instruc	726.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Tobacco Licensing	38.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Naming Rights Policies	181.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Equipment Grant - Hermantown N	22.00	68510
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Sewer Availability Charge	517.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Oppidan Development	42.00	68510
245	416100	City Attorney	OVEROM LAW, PLLC	COVID-19 Issues	121.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Clear Vision Development	60.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	196.00	68510
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	229.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	840.00	68510
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Buisness Subsidy Policy	44.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	154.00	68510
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	708.50	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance	396.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals and Adju	154.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,900.00	68510
101	416100	City Attorney	OVEROM LAW, PLLC	Andy Gamache Claim - 4061 Hain	433.00	68510
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline - Sec 24	609.00	68510
101	419100	Community Development	OVEROM LAW, PLLC	Keene Creek Plat Matters	321.00	68510
101	421100	Police Administration	OVEROM LAW, PLLC	PD FLSA Matters	148.00	68510
101	421100	Police Administration	PERNU, JONATHON	Reimburse Meals at Training	26.93	68511
602	494500	Sewer Maintenance	SJE-RHOMBUS, INC.	SCADA Monitoring Jan-March 202	1,264.50	68512
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Jan 2022	342.36	68513
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	Ugstad RD/HWY 53 Intersection	1,804.94	68513
402	431150	Street Improvements	ST LOUIS COUNTY AUDITOR	CP 0000-430506	2,234.24	68513
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Miner-SUP	92.00	68514
475	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	Bloom-Assess Deferral	92.00	68514
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Miller Creek Prop Inv-SUP	92.00	68514
475	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	Letchworth-Assess Deferral	92.00	68514
475	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	MacDonell-Assess Deferral	92.00	68514
230	465100	HEDA	STORY NORTH PRODUCTIONS	Video Production	5,100.00	68515
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Jan 2022 Bill Print	508.03	68516
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Jan 2022 Bill Print	508.04	68516

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Jan 2022 Bill Print	508.04	68516
602	494900	Sewer Administration and General	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	150.00	68517
101	415300	Administration & Finance	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	700.00	68517
601	494400	Water Administration and General	VAN IWAARDEN ASSOCIATES INC	GASB 75 Actuarial Eval	150.00	68517
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	47,632.00	68518
<b>Totals:</b>					<b>195 records printed</b>	<b>282,889.44</b>



**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator  
**DATE:** February 16, 2022  
**SUBJECT:** Mayor/City Council  
Compensation



**Meeting Date:** 03/07/2022

**Agenda Item:** 11-A

**Ordinance:** 2022-02

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### REQUESTED ACTION

First reading of an ordinance changing the compensation for the Mayor and City Council members.

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### BACKGROUND

It has been suggested that we review the compensation of the Mayor and City Council. Attached is a memo from the City Attorney describing the process.

City	Mayor	Council	Notes
Proctor	\$600 per month	\$400 per month	
Virginia	\$500 per month	\$300 per month	they get \$200 per month for a meeting attendance fee
Hibbing	\$900 per month	\$600 per month	
Cloquet	\$500 per month	\$400 per month	the mayor gets an extra \$300 and the council an extra \$200 for meeting fees
Rice Lake	\$75 per meeting;	\$65 per meeting	
Hermantown	\$800 per month	\$600 per month	

The last time compensation for the Council and Mayor was changed was effective on January 1, 2015. If we applied the same percentage increases as the employees, the Mayor's compensation would be \$939, and the City Council's would have increased to \$705.

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### SOURCE OF FUNDS (if applicable)

101-411100-103

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### ATTACHMENTS

Memo from City Attorney on process.

# Overom Law

Attorneys at Law

**Attorneys**  
Steven C. Overom † \*  
Ryenne E. Overom  
Gunnar B. Johnson

**Paralegal**  
Aurora D. Kothe

**Writer's Contact Information:**

Direct: 218-625-8460  
Mobile: 218-391-0798  
soverom@overomlaw.com

\* ALSO ADMITTED IN WISCONSIN

† BOARD CERTIFIED REAL PROPERTY LAW SPECIALIST

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## HERMANTOWN CITY CODE, CHAPTER 210

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TO: City of Hermantown  
FROM: Gunnar B. Johnson  
SUBJECT: City Councilor Pay  
DATE: December 27, 2021

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### *What is the process for adjusting the pay of the Hermantown City Council members?*

Under Hermantown City Code § 210.01.2, each Councilor is paid \$600 per month.

Under Minnesota Statute § 415.11, the council of a city of the third class (greater than 10,000 population) may adjust the council salaries by ordinance in an amount it deems reasonable. The change in salary cannot take place until after the next municipal election.

Minnesota Statute § 415.11, subd. 2. The ordinance changing the council salaries should specify the date the change will take effect.

The process for changing the mayor's pay is the same.

***Attachments: Hermantown City Code § 210.01.2 & Minnesota Statute § 415.11***

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**DULUTH OFFICE**  
11 E SUPERIOR ST • SUITE 543  
DULUTH, MN 55802

**MINNEAPOLIS OFFICE**  
2725 EVEREST LANE N  
MINNEAPOLIS, MN 55447

**WISCONSIN OFFICE**  
50005 POINT O' PINES RD  
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*City Councilor Pay Memo*

*Page 2 of 3*

## **HERMANTOWN CITY CODE § 210.01.2**

### **“210.01.2 Council members.**

**210.01.2.1.** Each Council member of the City shall be entitled to receive compensation for his or her services as a Council member, as provided in this section. Council members’ compensation shall be paid \$600 per month. Subject to the preceding sentence and 210.01.2.2 hereof.

**210.01.2.2** In addition to the amounts payable under 210.10.2.1 hereof, each Council member shall be entitled to \$50 for four hours of attendance at a single mediation session, or \$100 for more than four hours of attendance at a single mediation session.”

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*City Councilor Pay Memo*

*Page 3 of 3*

## MINNESOTA STATUTE § 415.11

### “415.11 SECOND TO FOURTH CLASS CITIES; GOVERNING BODY SALARIES.

§

#### Subdivision 1. **Set by ordinance.**

Notwithstanding the provisions of any general or special law, charter, or ordinance, the governing body of any statutory or home rule charter city of the second, third or fourth class may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer of such city, in such amount as they deem reasonable.

#### Subd. 2. **After next election.**

No change in salary shall take effect until after the next succeeding municipal election.

#### Subd. 3. **Temporary reductions.**

Notwithstanding subdivision 2 or a charter provision to the contrary, the governing body may enact an ordinance to take effect before the next succeeding municipal election that reduces the salaries of the members of the governing body. The ordinance shall be in effect for 12 months, unless another period of time is specified in the ordinance, after which the salary of the members reverts to the salary in effect immediately before the ordinance was enacted.”

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Ordinance No. 2022-02

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE OF THE CITY OF HERMANTOWN, MINNESOTA,  
AMENDING THE CITY CODE, SECTION 210, COUNCIL,  
TO INCREASE THE SALARIES OF THE MAYOR AND COUNCIL MEMBERS.**

**Section 1.** Purpose and Intent. The purpose and intent of this Ordinance is to update the City Code by amending the compensation for elected officials to an amount that is comparable to neighboring cities and jurisdictions.

**Section 2.** Amendment to Section 210. Section 210, Council, of the Hermantown City Code is hereby amended to read as follows:

**“210.01.1. Mayor.**

**210.01.1.1.** The Mayor of the City of Hermantown shall be entitled to receive the sum of ~~\$800~~ \$\_\_\_\_\_ per month as compensation for his or her services as Mayor.

**210.01.1.2.** If the Mayor attends any mediation sessions, he or she shall be entitled to payment of \$50 if four hours or less shall be spent at any single mediation session, or \$100 if more than four hours shall be spent at any single mediation session.

**210.01.2. Council members.**

**210.01.2.1.** Each Council member of the City shall be entitled to receive compensation for his or her services as a Council member, as provided in this section. Council members' compensation shall be paid ~~\$600~~ \$\_\_\_\_\_ per month. Subject to the preceding sentence and 210.01.2.2 hereof.

**210.01.2.2.** In addition to the amounts payable under 210.10.2.1 hereof, each Council member shall be entitled to \$50 for four hours of attendance at a single mediation session, or \$100 for more than four hours of attendance at a single mediation session.

**210.01.3. Reimbursements.** The Mayor and the Council members shall be entitled to reimbursement for expenses incurred by the Mayor or Council members in connection with the performance of his or her official duties as Council member or Mayor. Requests for reimbursements should be made on a form provided by the City and should be accompanied by itemized receipts. Mileage reimbursement shall be made in an amount equal to an amount established by the Internal Revenue Service (IRS). No reimbursement shall be

made for insurance charges related to the business use of the Mayor's or any Council member's automobile.

**210.01.3.1 Reimbursement for phone and internet.** In lieu of reimbursement for cell phones and internet, the Mayor and each Council member will receive an additional stipend of \$35 per month.”

**Section 3.** Statutory Authority. The provisions of this Ordinance are authorized by Minnesota Statutes Section § 415.11.

**Section 4.** 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 5.** Effective Date. This Ordinance shall be effective after (a) its passage; (b) approval by the Mayor; (c) publication once in the legal newspaper of the City of Hermantown; and (d) ~~the next municipal election on November 8, 2022~~ January 1, 2023.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

**TO:** City Council Members  
**FROM:** Paul Sens,  
Public Works Director



**DATE:** February 28<sup>th</sup>, 2022

**Meeting Date:** 03/07/2022

**SUBJECT:** Water System Modeling

**Agenda Item:** 12-A

**Resolution:** 2022-29

---

### **REQUESTED ACTION**

Approve Public Works and City Engineer to move forward with an RFP for Water system modeling.

---

### **BACKGROUND**

The City of Hermantown has grown over the last 20 years, as reflected by our recent census. This RFP will help the City be proactive in determining what scenarios, such as large developments which may use a lot of water, would affect our storage needs and if two water towers will be enough to meet future needs.

---

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

240-494300-319

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### **ATTACHMENTS**

Request for Proposal – Water Distribution System Evaluation and Modeling

**Resolution No. 2022-29**

**RESOLUTION APPROVING REQUESTS FOR PROPOSALS (“RFP”)  
FOR CONSULTING ENGINEER FOR THE PREPARATION OF A WATER  
DISTRIBUTION EVALUATION AND MODELING REPORT**

WHEREAS, the City Engineer and Public Works Director have prepared the Request for Proposals (“RFP”) attached hereto as Exhibit A seeking qualified firms with background and experience to prepare a water distribution evaluation and modeling report for the City of the Hermantown water distribution system. and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City of Hermantown to approve the RFP as proposed.

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

1. The RFP substantially in the form of the one attached hereto is hereby approved.
2. The City Administrator is hereby authorized and directed to take the necessary steps to solicit proposals with respect to the RFP.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 7, 2022.



**EXHIBIT A**



5105 Maple Grove Road Hermantown, Minnesota 55811  
Phone: 218-729-3600 / Fax: 218-729-3620  
Website: [www.hermantownmn.com](http://www.hermantownmn.com)

## **REQUEST FOR PROPOSAL**

### **WATER DISTRIBUTION SYSTEM EVALUATION AND MODELING**

### **CITY OF HERMANTOWN, MN**

**February 28, 2022**

**Proposals Due: March 31, 2022 by 10:00 am CST**

## **PROJECT OVERVIEW**

The City of Hermantown is interested in retaining an Engineering "Consultant" to provide field data collection, modeling, and provide recommendations for improvement to its water distribution system.

The City of Hermantown owns and maintains 65 miles of watermain within the city. Complete services are desired to review existing water main infrastructure, gather design data, gather static and residual pressure data, complete water distribution system model, and provide a comprehensive report with recommendations for improvement. Project deliverables will include a fully accessible water distribution system model utilizing the software Open Flows WaterCAD and a comprehensive report with recommendations for improvement.

The City is committed to providing the following:

1. Existing Maps of Watermains (PDF, CAD, and GIS)
2. Existing Map of Fire Hydrants and any existing Flow Data.
3. Water usage and billing data.
4. Assistance in obtaining other related information in City files pertaining to the project if needed.

## **PROJECT SCOPE**

The Consulting Engineering Services include the following:

1. Initial Site Visit and Consultations
  - a. The Consultant shall meet with City of Hermantown representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, and gather data from the City engineering files. Additional consultations shall, where necessary, clarify the technical requirements and objectives of the contract and may be in the form of letters and/or telephone conversations.
  - b. The Consultant shall provide documentation of meetings and data provided.
  - c. The Consultant shall ascertain the applicability of information provided, review data for completeness, and notify the City of any additional data required. It shall be the responsibility of the Consultant to determine, by site inspection procedures, the reliability of all the drawings and information which they choose as reference.
2. Data Collection

The Consultant shall perform all necessary data collection as needed to provide an accurate model of the water distribution system. This includes but is not limited to verifying existing data, testing to determine static and residual pressure, and determining the demand on the distribution system. Flow testing will be done with the assistance of the Hermantown Public Works Department. Upon completion of this task the Consultant will provide a narrative discussing project progress and challenges.

3. Water Distribution System Modeling

The Consultant shall model the water distribution system in its entirety based on data provided by the city and the Consultants own data collection. The water distribution system will be modeled using OpenFlows WaterCAD software. The model shall contain the booster/meter station and water towers. The model must be calibrated by verifying pressure at a minimum of ten (10) locations spaced throughout the water distribution system.

4. Report and Recommendations

The Consultant shall provide a comprehensive report to present their findings and describe their process to completion of the water distribution system model. Discussion topics shall include but not be limited to description of the overall system, data collection process and applicability, water distribution system modeling, calibration of the model, and prioritized recommendations for future improvements. Report shall also highlight water storage systems and a potential extension of the water main along Trunk Highway 53. Report shall include supporting documentation including maps and tabulations of areas of concern.

## **PROPOSAL CONTENTS**

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

1. Title Page - Show the proposal subject, the name of the proposer's firm, address, name of the primary contact person, telephone number, e-mail address and the date.
2. A restatement of the goals, objectives, and project tasks to demonstrate Consultants understanding of project.
3. Identification and Qualification of Firm and Assigned Personnel  
Identify personnel to conduct the project and detail their training and work experience.
  - a. Firm – Provide a firm overview and relevant experience
  - b. Project Manager - The name of the person who will be responsible for the management and administration of engineering services with the City together with a resume describing that person's experience and qualifications.
4. A detailed work plan identifying the work tasks associated with the collection of data, preparation of the distribution system model, and preparation of the report. The work plan shall also identify the deliverables at key milestones in the Project as well as any other services to be provided by the City. The City staff intends to be actively involved with the Project, and a maximum of four (4) status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.
5. A listing of names, addresses and telephone numbers of at least three (3) references for whom the respondent has performed similar water distribution system modeling.

6. Provide, in separate document, the cost proposal, clearly marked identified by the file name' along with the responder's official business name and address. Terms of the proposal as stated must be valid for the project length of time. The responder must include a "not to exceed" total project cost, as well as subtotals for a) production of the model and the report and b) hourly fee to update model in the future, along with the following information:
  - A breakdown of the hours by task for each employee
  - Identification of anticipated direct expenses
  - Identification of any assumption made while developing this cost proposal
  - Identification of any cost information related to additional services or tasks
  - Include this in the cost proposal, but identify it as additional costs and do not make it part of the total project cost
  - Responder must have the cost proposal signed in ink by an authorized member of the firm. The responder must not include any cost information within the body of the RFP technical proposal response.
7. Prior to entering into an agreement with the city, the Consultant shall furnish proof that it has met all legal requirements for transacting business in the State of Minnesota.
8. Disclosures and Assurances
  - a. Applicant Authority – Assurance that the signatory making representations in the proposal on behalf of the proposer has the authority to do so.
  - b. Insurance Coverage – Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.
  - c. Insurance requirements or Errors and Omissions: (as included per attached) See **Exhibit B**.

### **DESIGN FAMILIARITY**

The Consultant selected will be required to demonstrate and provide proof of competency in the following areas:

- Collection of relevant data to support the creation of the water distribution system model.
- Water distribution system modeling
- Field Calibration of the model and Quality Control

The following additional qualifications and provisions of the Consultant are also required:

A Professional Engineer (registered in the State of Minnesota with experience in engineering, and preparation of water distribution system models).

## **FEES AND EXPENSES REIMBURSEMENT**

The proposal shall state, not to exceed, the fee based on the total estimated hourly rates included in the proposal. Include any subconsultant costs. Also, to be included is an itemized breakdown of specific tasks for all services proposed by the Consultant in response to the City's Request for Proposal. The proposal should also include a schedule of hourly billing rates for each employee who may be involved in the project. Include rates of miscellaneous charges, such as copies and mileage.

## **SELECTION**

The City has a review committee comprised of staff members and the City Engineer. The intent of the selection process is to review the proposals and <https://hermantownmn.maps.arcgis.com/apps/webappviewer/index.html?id=4cc07a64d5fb4a48a6d4b0cf696212e1> make an award based upon the qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which the proposals will be judged are as follows:

- |  |            |
|--|------------|
| • Goals & Objectives                   | 10%        |
| • Experience                           | 20%        |
| • Knowledge of Hermantown requirements | 10%        |
| • Work Plan/Schedule                   | 20%        |
| • <u>Project Cost</u>                  | <u>40%</u> |

Proposals will be evaluated on the "Best Value" basis with 60% qualifications and 40% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded. The City of Hermantown anticipates that the evaluation and selection will be made by **Friday, April 15, 2022**.

The City reserves the right to reject proposals, in whole or in part, that do not comply with the provisions of this RFP. The Proposer must also provide a completed Tennessee warning in the form attached hereto as **Exhibit A**, along with its proposal.

## **PROJECT COMPLETION DATES**

- |                   |   |
|-------------------|---|
| • March 8, 2022   | City Solicits Engineering Services                      |
| • March 31, 2022  | Proposals Due 10:00 am CST                              |
| • April 12, 2022  | Selection Complete                                      |
| • April 18, 2022  | City Council Awards Contract to Consultant              |
| • May 2022        | Contract prepared, signed, and Notice to Proceed        |
| • July 8, 2022    | Complete Data Collection and Provide Progress Narrative |
| • August 15, 2022 | Submit Report and Model to the City                     |

## **PROPOSAL SUBMITTAL**

Proposers are required to e-mail a copy of the proposal to the City Administrator at [jmulder@hermantownmn.com](mailto:jmulder@hermantownmn.com) on or before **Thursday, March 31, 2022 by 10:00am CST**. Proposals received after the deadline will not be considered. An official authorized to bind the Proposer must sign the proposal. By submitting a proposal, the Proposer agrees and accepts the terms and conditions of this RFP.

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

RFP Questions  
David Bolf, P.E. – City Engineer  
[david@nce-duluth.com](mailto:david@nce-duluth.com)  
Northland Consulting Engineers, LLP  
102 South 21<sup>st</sup> Avenue West, Suite 1  
Duluth, MN 55806

### **INSTRUCTIONS TO PROPOSERS**

Any questions on the RFP must be submitted to David Bolf by email ([david@nce-duluth.com](mailto:david@nce-duluth.com)) and must be received no later than **3:00 p.m. on Thursday, March 24, 2022**. An email response will be provided to all proposers to whom the City sent a copy of this RFP and other proposers who have contacted the City by that date, by noon on **Monday, March 28, 2022**.

The proposal shall be limited to a **maximum of 10 pages**, which includes cover letter, printed on one side, including all supporting documentation. Additional material, other than that requested by the City of Hermantown, will be disregarded.

The City will review the proposals and may schedule interviews for any proposer selected for an interview.

Proposers are prohibited from contacting any representative of the City Council regarding this proposal.

## **CITY ENGINEER PARTICIPATION IN RFP REVIEW**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



**EXHIBIT A**

TENNESSEN WARNING  
Data Practices Advisory

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

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

You are not legally required to provide this information.

You may refuse to provide this information.

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

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

\_\_\_\_\_.

The undersigned has read this advisory and understands it.

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

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

## **EXHIBIT B**

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

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

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

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

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

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

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

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

Consultant shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30)

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

The Consultant shall require any subcontractor permitted by Owner to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and Owner shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to Owner and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Owner shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing subcontractor's comprehensive general liability policy.

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator



**DATE:** March 1, 2022

**Meeting Date:** 03/07/2022

**SUBJECT:** Sewer Availability Charges

**Agenda Item:** 12-B

**Resolution:** 2022-30

---

## REQUESTED ACTION

Approve a Handbook section for a Sewer Availability Charges Policy

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## BACKGROUND

Since the completion of the Section 24 Sewer Trunk line, City staff has been reviewing costs of portions of the Trunkline and the benefit that affected property owners receive because of the City's efforts. This led us to review the value and benefit of the system to individuals who might wish to connect, but have not previously paid an assessment.

The attached policy addresses the individual benefit of the City's sewer infrastructure to property owners, creating a greater level of equity between those who might have paid for the sewer mains through an assessment or through the purchase price of the lot in a subdivision and those who were not assessed but now want to connect to the system. It also addresses those specific situations where the City has intentionally built infrastructure for future development that benefits specific adjoining property owners.

### Specific Highlights:

- Increases individual connections to Trunkline from \$2,500 to \$10,000.
- Creates \$10,000 availability charge to lots that are created after an assessment was set in cases where the City built the main through an assessment/petition process.
- Creates \$10,000 availability charge for lots that were not part of an original plat.
- Creates a method for setting the availabilities for trunk sewer lines spurs built by the City.

If approved, Staff would present specific resolutions creating availabilities for trunk sewer spurs from the Section 24 trunk line in the near future.

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## SOURCE OF FUNDS (if applicable)

N/A

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## ATTACHMENTS

Handbook Section – Sewer Availability Charges

**Resolution No. 2022-30**

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY HANDBOOK REGARDING A SEWER AVAILABILITY POLICY**

WHEREAS, the City of Hermantown owns a sanitary sewer system and allows connections to that system under certain circumstances; and

WHEREAS, the goal of the sewer availability charges policy is to provide revenue to care for the overall system, recognizing the value of the sewers to the affected property owners, and

WHEREAS, the attached policy will clarify and communicate the cost to connect to the City's sanitary sewer system, and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the attached sewer availability charges policy and authorize the use by Hermantown Administrative staff.

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

1. The City Council approves the "Sewer Availability Charges Policy" as shown on 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:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 7, 2022.

<b>Handbook for the City of Hermantown</b>		
<b>X Policy – Resolution 2022-xx</b>		<b>Procedure</b>
<b>Date Adopted</b>	<b>Title: Sewer Availability Charges</b>	<b>Section: Public Works</b>
<b>Revision Dates:</b>		<b>Page: 1 of 3</b>

**Purpose:** The purpose of this policy is to establish availability charges to the City Sewer. Availability charges are intended to provide revenue to the City to care for the overall sanitary sewer system by recognizing the value of the sewer to the affected property owner.

### Definitions

**Trunk Sewer:** A major sewer line built by the City with the intent of opening up an area for sewer, but not intended for individual service connections that receive wastewater flows from collector sewers (mains). A trunk sewer carries wastewater via a direct connection to the Bayview metering station. The trunk sewer line is built by the City using a competitive bid process to provide sewer to an unsewered area funded by City Sales Tax Revenue.

**Trunk Sewer Spurs:** Sewer mains connected to a segment of a trunk line built by the City with the intention of serving as a sewer main in the future. Usually built at the same time as a segment of trunk line. Trunk sewer spurs are built by the City off of the trunk sewer to provide future sewer to an unsewered area.

**Sewer Mains:** Collector pipes built with the specific intent of allowing individual service lines to be connected to them. Sewer mains are typically built by developers to provide sewer to newly created lots and are meant to have individual service lines connected to it from the homes on those lots. A sewer main could also be built by the City through a competitive bid process in response to a petition from existing homeowners.

**Service lines:** Lines connecting a residence or business to a sewer main. The pipe is meant only to serve one building.

### Connections to Trunk Sewer

- Individual residential connections** to the trunk sewer are discouraged. However, in certain circumstances they may be the best alternative as determined solely by the City. In those cases, the availability charge will be \$10,000 for single family, twin homes, or triplexes.
- Commercial or multifamily connections.** For commercial or multifamily housing units (greater than triplexes), the availability charge will be one-half (½) of the WLSSD Capacity Allocation Fee (CAF).

<b>Handbook for the City of Hermantown</b>		
<b>X Policy – Resolution 2022-xx</b>		<b>Procedure</b>
<b>Date Adopted</b>	<b>Title: Sewer Availability Charges</b>	<b>Section: Public Works</b>
<b>Revision Dates:</b>		<b>Page: 2 of 3</b>

### **Connections to Trunk Sewer Spurs**

In cases where the City builds a trunk sewer spur off the trunk sewer, the City will calculate the availability charge using a formula based on the total project’s costs and linear feet of the trunk sewer spur connected during that construction (total project costs / total linear feet = cost per foot). The cost per foot times the linear feet of the city-built trunk sewer spur will be the availability charge to connect to that trunk sewer spur.

Each time the City constructs a sewer main off the trunk sewer, it will calculate the availability charge for that sewer main. The City may charge the entire availability charge to the developer or may determine a prorated share if it is anticipated that several users will benefit from the trunk sewer spur. The City Council will set the availability charge for that trunk sewer spur by resolution based on Resolution 2013-06.

### **Connection of the system**

The City sewer mains have generally been funded by either developers or assessments.

**Developer Built:** In the case where a developer has built a sewer main and then turned it over to the City, the costs of those sewer mains were born by the developer and passed on to the individuals buying the platted lots as part of the purchase of the lots. Developers will not be charged an availability charge when they build a new sewer main or extend an existing sewer main for multiple lots provided they turnover ownership of the sewer main upon completion and passed an inspection by the City Engineer. If the City incurred costs to provide a stub to the end of a right of way for a future sewer main, the developer will have to pay the costs of that stub.

The original lots in a platted subdivision will be not be assessed or charged an availability charge. However, if any lot is further subdivided, the new lot(s) will be charged an availability charge of \$10,000.

**Assessed Properties:** In cases, where the City builds a sewer main through the assessment process, the City will establish availabilities at the time of the assessment hearing.

**Future Connections:** Every connection to the system will have an availability charge of \$10,000 except in the following conditions:

- a. Each original lot in a subdivision: Original lots created through the subdivision process will not have an availability charge.

<b>Handbook for the City of Hermantown</b>		
<b>X Policy – Resolution 2022-xx</b>		<b>Procedure</b>
<b>Date Adopted</b>	<b>Title: Sewer Availability Charges</b>	<b>Section: Public Works</b>
<b>Revision Dates:</b>		<b>Page: 3 of 3</b>

- b. Each assessed lot: In cases where a lot has been assessed for the cost of a sewer main but has not yet connected; the initial connection will have no charge.
- c. Lots with specific availabilities listed in the resolution at the time of creating the original assessment or availability.



**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator



**DATE:** March 2, 2022

**Meeting Date:** 03/07/22

**SUBJECT:** RFP – Construction Manager At Risk

**Agenda Item:** 12-C

**Resolution:** 2022-31

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## REQUESTED ACTION

Approve a Request for Proposal (RFP) for a Construction Manager at Risk for the Ice Arena project.

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## BACKGROUND

On February 7, 2022, the City Council directed staff to prepare an RFP for a construction manager at risk for the ice arena project. Attached is the proposed RFP.

The RFP is requesting proposals for construction management (and related architectural services) for just the ice arena. The recommendation is that the City use the City Engineer for services related to improvements at Fichtner Park and the Hermantown Connector Trail.

The RFP envisions a two-part contract. The first part would last until the sales tax referendum, and the second part would be contingent upon the successful passage of increased sales tax.

The proposed time frame is tight, and staff will be prepared to provide a copy of the RFP to a list of known possible providers immediately after approval.

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## SOURCE OF FUNDS (if applicable)

General Fund 101-456101-319 Project 600

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## ATTACHMENTS

Request for Proposal

**Resolution No. 2022-31**

**RESOLUTION APPROVING REQUESTS FOR PROPOSALS (“RFP”)  
FOR CONSTRUCTION MANAGER AT RISK FOR THE  
HERMANTOWN RECREATION INITIATIVE AREA**

WHEREAS, the City Administrator and City Attorney have prepared the Request for Proposals (“RFP”) attached hereto as Exhibit A seeking qualified firms with background and experience working as a Construction Manager at Risk (“CMAR”) for the Hermantown Recreation Initiative Arena (the “Project”); and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City of Hermantown to approve the RFP as proposed.

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

1. The RFP substantially in the form of the one attached hereto is hereby approved.
2. The City Administrator is hereby authorized and directed to take the necessary steps to solicit proposals with respect to the RFP.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 7, 2022.

**EXHIBIT A**



[www.hermantownmn.com](http://www.hermantownmn.com)

REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER AT RISK  
HERMANTOWN RECREATION  
INITIATIVE ARENA

**CONSTRUCTION MANAGER AT RISK FOR  
HERMANTOWN RECREATION  
INITIATIVE ARENA**

**REQUIREMENTS  
PERFORMANCE BOND  
PAYMENT BOND  
PROJECT LABOR AGREEMENT**

ISSUED March 8, 2022

**PROPOSALS DUE THURSDAY, April 7, 2022 AT 4:30 PM**

**SUBMIT TO**

**CITY OF HERMANTOWN  
ATTN: John Mulder  
5105 Maple Grove Road  
Hermantown, MN 55811**

**PART 1 - GENERAL INFORMATION**

**1.1. Project Overview.** The City of Hermantown (the “City”) is seeking to select a Construction Manager at Risk (“CMAR”) for the Hermantown Recreation Initiative Arena (the “Project”).

Phase I of the Project will be to develop a strategic plan for the Project that will provide drawings of the Arena, a site plan and detailed summary of the features of the Arena and a site plan with projected costs of the Arena (“Base Arena”) that provides a minimum of six (6) locker rooms, ice making plant , a bleacher area for up to three hundred (300) spectators, lobby and connected mezzanine and Zamboni room. The proposal should also identify optional enhancement features (“Options”) that can be added to the Base Arena and include the projected costs for each of the Options. Proposer is also required to answer questions about the Base Arena and Options until November 9, 2022.

Phase II of the Project will be the design, development and construction of the Arena for youth and community hockey.

Phase II of the Project is estimated to cost \$15 million and the City is hoping to obtain funding for the Project through a local sales tax (“Sales Tax”) of one-half percent (0.5%) that is subject to approval at a referendum on November 8, 2022, contributions and assistance from the State of Minnesota. Contractor will be expected to comply with all requirements related to tax-exempt bonds issued to the City for the Project and related to any other funding received by the City from the State for Phase II.

The CMAR will be required to enter into a Project Labor Agreement (“PLA”) in the form of the one attached hereto with the Duluth Building Trades as Exhibit 1.1 – Project Labor Agreement and all contractors selected to perform work on the Project will be required to execute an Agreement to be Bound to the PLA.

**1.2. RFP Schedule.** The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal conference at 10:00 am at 5105 Maple Grove Road, Hermantown, MN 55811	3/15/22
Deadline to submit Questions via email to <a href="mailto:jmulder@hermantownmn.com">jmulder@hermantownmn.com</a>	3/18/22
Answers to questions will be posted to the City website no later than this date.	3/23/22

Proposals must be received by the City by 4:30 PM on this date.	4/7/22
Interviews	4/11-4/15/22
Selection	4/18/22

- 1.3. **Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals (“Proposal or Proposals”) or cancel this RFP, at any time prior to the time a contract is fully executed, for any reason. The City is not liable for any costs the proposer (“Proposer”) incurs in preparation and submission of its Proposal, in participating in the RFP process or in anticipation of award of the contract.
- 1.4. **Pre-proposal Conference.** The City will hold a Pre-Proposal conference as specified in the RFP Schedule. Interested proposers are encouraged to attend.
- 1.5. **Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Facilities Manager at [jmulder@hermantownmn.com](mailto:jmulder@hermantownmn.com) **no later than** the date indicated on the RFP Schedule. Answers to the questions will be posted as an Addendum to the RFP.
- 1.6. **Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the Proposal response date or respond to questions, the City will post an addendum to its website. It is the Proposer’s responsibility to periodically check the website for any new information
- 1.7. **Proposals.** To be considered, hard copies of Proposals must arrive at the City on or before the time and date specified in the RFP Schedule. Please submit one (1) paper copy of a detailed narrative response to this RFP (“Technical Submittal”) and one (1) paper copy of the Proposer’s schedule of fees for the various items set forth in Part 2 (“Cost Submittal”). **The Cost Submittal should be in a separate sealed envelope.** The City will not accept Proposals via email or facsimile transmission. Late Proposals will be not be accepted or considered.

Proposals must be signed by an authorized official of the Proposal. If the official signs the Proposal Cover Sheet attached as Exhibit 1.7.1 – Proposal Cover Sheet, this requirement will be met. Proposals must remain valid for at least 60 days.

All materials submitted in response to this RFP will become property of the City and will become public record. The Tennesen Warning attached hereto as Exhibit 1.7.2 - Tennesen Warning must be included with any Proposal.

**1.8. Term of Contract.** The term of Phase I of the contract will begin once the contract is fully executed and is anticipated to end on **November 8, 2022**. The term of the contract for Phase II of the Project will begin, if at all, on the date following the passage of the referendum approving the sales tax for the funding for Phase II of the Project. The selected CMAR shall not start the performance of any work nor shall the City be liable to pay the selected Proposer for any service or work performed or expenses incurred before the contract is executed.

**1.9. Mandatory Disclosures.** By submitting a Proposal, each Proposer understands, represents, and acknowledges that:

**1.9.1.** The Proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the RFP, designed to limit independent bidding or competition, and that the contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.

**1.9.2.** Proposer has no conflict of interest with the City or in any matter related to the Proposal. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the Project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom Proposer is currently, or have been, employed and which may be affected.

**1.9.3.** Proposer is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.

**1.9.4.** Proposer is either organized under Minnesota law or has a Certificate of City from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**1.10. Notification of Selection.** Proposers whose Proposals are not selected will be notified in writing.

## **PART 2 - PROPOSAL REQUIREMENTS**

Proposals shall include a cover letter, background and experience of the Proposer and Proposer's consultants, resumes for all individuals who will be working on the Project for CMAR and the consultants, a proposed work plan with a timeline, and at least three references from similar projects.

Proposals shall identify the professional consultants ("Consultants") with whom CMAR will contract with to provide architectural services, engineering services and other professional services required for ~~Phase II~~ of the Project. The Consultants are subject to approval by the City. The Consultants are required to obtain and maintain insurance coverages covering the risks and with the limits as set forth in Part 6 of this Proposal. The City must be named as an additional insured on all insurance provided by the Consultants. The Proposer shall specify the fees that will be paid to the Consultants engaged by Proposer.

The Proposer's cost submittal shall be in a separate sealed envelope from the technical Proposal, and shall be broken down into the following components:

**2.1. Phase I of the Project.**

**2.1.1.** Firm, fixed fee for Phase I services, as identified in Section 1.1 and this Section 2.1.

**2.1.2.** Coordination and development of contractual relationships amongst City, Independent School District No. 700 ("School"), Hermantown Amateur Hockey Association ("HAHA").

**2.1.3.** Collaboration with the City, School and HAHA regarding the funding sources for Phase II, including State bonding and contributions.

**2.1.4.** Hold at least 4 public engagement meetings related to the Community Recreation Initiative.

**2.1.5.** Assist the City with educational efforts related to the Community Recreation Initiative.

**2.1.6.** Provide a timeline of tasks to be performed and the time frame for each task.

~~2.1.3.~~**2.1.7.** Assist in legislative efforts in obtaining any related approvals.

**2.2. Phase II of the Project.**

**2.2.1.** Firm, fixed fee for Preconstruction Phase Services, including any Construction Manager consultants and subcontractors, including all hourly billing rates and other employee-related costs.

**2.2.2.** Fee for providing construction phase services (state whether Proposer is proposing a lump sum percentage of cost of the work or other method)

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**2.2.3.** Fee for providing purchasing agent services. (state whether Proposer is proposing a lump sum percentage of cost of purchased materials or other methods)

**2.2.4.** Fee for changes in the work or changes in the purchased materials.

**2.2.5.** Rental rates for Construction Manager owned equipment.

**2.2.6.** Total not to exceed fees payable to Consultants for Phase II.

The Proposal shall identify at what point a Guaranteed Maximum Price will be provided and the mechanism by which a Guaranteed Maximum Price will be determined.

The Guaranteed Maximum Price shall include purchased materials.

Identify Proposer's supervisory and administrative personnel whose services are included in the fees set forth in Sections 2.2.1 through 2.2.4 above. Include all supervisory and administrative personnel whose services are not included in the fees set forth above and include an itemized sheet showing the supervisory and administrative personnel billing rates if they are not included in the fees set forth in Sections 2.2.1 through 2.2.4 above.

Provide a field staff billing rate schedule regarding any work not included in the fees set forth in Sections 2.1 through 2.4 above.

Provide an itemization of all general condition requirements that CMAR will charge as Costs of Work, including builder's risk insurance, other insurance required under the general conditions, including building permits, testing services and payment and performance bonds.

The cost of Proposer providing builder's risk insurance must be separately identified. City reserves the right to delete builder's risk insurance from the general condition requirements to be performed by Proposer.

An itemization of all costs for debris removal, rental charges for temporary facilities, machinery, tools and equipment and consumables and other such costs.

An itemization of all permits, structural and environmental tests, surveys and reports that Proposer will require City to provide.

The determination of whether City or Proposer will obtain the building permit for the Project will be determined at the time of award of the Contract for CMAR Services.

Identify all members of the Project team ("Project Team") for the development, administration and construction of the Project, including all of the Consultants.

### **PART 3 – CRITERIA FOR SELECTION**

The Proposals will be reviewed by City staff. The intent of the selection process is to review Proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which Proposals will be judged are:

Qualifications of the Company & Personnel	30%
Understanding/Approach to the CMAR Process	20%
Work Plan/Schedule	20%
References	10%
Cost	20%

#### **PART 4 – WORK STATEMENT**

- 4.1. Objectives.** Phase II of this Project will minimally result in the construction and development of the Base Arena as defined in Section 1.1 and such Options as are determined to be added with available funding.

The current budget for the Project is estimated at \$15 million. It is expected that the successful Proposer and Consultants will become an integral member of the Project Team and maintain an integrative approach throughout the Project life cycle.

- 4.2. Certification.** The awarded Proposer will be issued a standard form of Agreement between Owner and Construction Manager as Contractor where the basis of payment is the Cost of the Work plus a fee with a guaranteed maximum price using AIA Document A-133 2019 as the basis for the contract, the first page of the form of such document is attached hereto as Exhibit 4.3.1 – AIA Document A-133 2019 as modified by an Addendum provided by City that incorporates the provisions of the accepted Proposal, this RFP and other required matters. The form of the Project Labor Agreement to be utilized by the CMAR as shown on Exhibit 1.1 – Project Labor Agreement attached hereto.

- 4.3. Proposer’s Proof of Insurance.** The proposing firm shall furnish a draft contract, using the AIA form described in Section 4.2 as the basis, with their proposal and will be required to provide proof of insurance for the insurance required by Part 6.

- 4.4. Tasks.** The selected firm, including its Consultants, shall be qualified to provide the following range of services including but not limited to:

##### **4.4.1. Pre-Construction Phase**

- 4.4.1.1. Assist the City and Project Team in review of design of the Project as described in the Project Overview Section 1 of this RFP and make recommendations as necessary.
- 4.4.1.2. Work with the City, to develop and coordinate a master schedule and update as necessary.
- 4.4.1.3. Schedule and attend Project Team meetings.
- 4.4.1.4. Prepare cost estimates to confirm owner's budget at the following milestones:
  - 4.4.1.4.1. The completion of Schematic Design 30% design development drawings
  - 4.4.1.4.2. The completion of Design Development 60% design development drawings
  - 4.4.1.4.3. 90% of construction documents design development drawings
- 4.4.1.5. Provide technical review of the design documents prior to issuance for bidding.
- 4.4.1.6. Provide for construction phasing and scheduling that will minimize interruption to City operations.
- 4.4.1.7. Advise City on ways to gain efficiencies in delivery of the Project, including phased construction elements.
- 4.4.1.8. Provide long-lead procurement studies and initiate procurement of long-lead items.
- 4.4.1.9. Assist in permitting for the Project.
- 4.4.1.10. Review all subcontractor and vendor bids with the City and make recommendations for award in compliance with State of Minnesota and City of Hermantown purchasing policies.
- 4.4.1.11. Provide a Guaranteed Maximum Price proposal for City's review and approval at the time specified in the Proposal.
- 4.4.1.12. Provide other services as proposed or required by City.

**4.4.2. Construction Phase**

- 4.4.2.1. Provide a full-time Project superintendent for the duration of the Project. The City requires the same Project superintendent for the duration of the Project.
- 4.4.2.2. Coordinate with the City to facilitate weekly construction meetings with the City and entire project team at the site and to furnish meeting minutes.
- 4.4.2.3. Schedule and manage site operations.
- 4.4.2.4. Provide quality controls.
- 4.4.2.5. Provide regular contract and budget updates throughout construction of the Project.
- 4.4.2.6. Coordinate, maintain and update the schedule during the Project.
- 4.4.2.7. Maintain a safe work site for all Project participants.
- 4.4.2.8. Assist in all aspects of construction Project management, including coordination with the Consultants and the entire Project Team.
- 4.4.2.9. Provide other services as proposed or required by City.

**4.4.3. Contract Awarding.**

The construction of the Project is subject to Minnesota Statutes, § 471.345 that contracts awarded for Work for the construction of the Project will be solicited, bid and awarded as required by law and pursuant to a bidding process ("Bidding Process") developed by the City, Architect and Construction Manager ("Contract Bidding Process"). City shall then enter into contracts ("Construction Contracts") with the successful bidders ("Construction Contractors") and subsequently assign the Construction Contracts to the Construction Manager and Construction Manager shall accept the assignment. After assignment, the Construction Manager shall have a direct contractual relationship with the Construction Contractors and the Construction Contractors shall be considered subcontractors to Construction Manager. Such designation does not, however, change the status of the Construction Manager as a Construction Manager only.

**4.4.4. Purchasing.**

Construction Manager and City also intend to cause the purchase of certain materials to be made in a manner that allows the purchase of such

materials to be exempt from the payment of sales tax ("City Purchased Materials"). The Construction Manager will purchase tax-exempt materials as defined at the time that the Guaranteed Maximum Price Proposal is provided as the City's Purchasing Agent in accordance with an owner purchased materials bidding process ("Materials Bidding Process") developed by City and Construction Manager. The City Purchased Materials will be bid and awarded in accordance with the Materials Bidding Process. City will award contracts for the purchase of portions of the City Purchased Materials to vendors. After award by City, of a contract for a portion of the City Purchased Materials, City will assign its right to enter into a vendor purchasing agent agreement with the vendor of such materials to Construction Manager. Construction Manager will then enter into a purchase agreement with the vendor.

#### **4.4.5. Post-Construction Phase**

- 4.4.5.1.** Work with the City and the Project Team to completely close out the project.
- 4.4.5.2.** Work with the City and the Project Team to complete building as-built drawings and compile operation and maintenance manuals and warranties and deliver to the City.

Provide other services as proposed or required by City.

#### **PART 5 – ADDITIONAL REQUIREMENTS**

The following conditions shall be included by reference in the final terms of the contract let by the City:

- 5.1.** All work will be performed in a safe, workmanlike manner.
- 5.2.** No tradesmen, laborers, mechanics or apprentice trainees employed directly upon the project work site by the contractor shall be permitted or required to work at a rate of pay less than the "prevailing wage rate", as appropriate, for the area where the construction work is being done, which rate is defined as the basic hourly rate plus fringe benefits prevailing in the City of Hermantown as determined by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act, as amended.
- 5.3.** No such employee shall be permitted to be required to work more than eight (8) hours in any work day or forty (40) hours in any work week, unless he is paid at a rate of at least one and one-half times the basic hourly rate for all hours in excess of eight (8) per day or forty (40) per week, and unless he received fringe benefits that are at least equal to those in the prevailing wage rate.
- 5.4.** Employees on City projects shall be paid at least weekly. Fringe benefits shall be

paid either in cash or to an employee benefit plan that has been approved by the U.S. Department of Labor.

- 5.5. All labor and materials connected with the contract shall be obtained locally as far as possible and practicable.

## **PART 6 - CONTRACTOR'S INSURANCE**

Proposer shall not commence work under the CMAR Contract until the Proposer has obtained all the insurance required under this Part 6 and such insurance has been approved by the City, nor shall Proposer allow any Consultants or subcontractor to commence work on any consulting contract or any subcontract until the insurance required of the subcontractor or Consultants has been obtained and approved. For the purposes of the following provisions of Part 6, whenever the term "Contractor" is used it shall mean the Proposer selected as CMAR.

- 6.1. Compensation Insurance: The Contractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- 6.2. Contractor's Commercial general liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the term of the Contract Contractor's Property Damage Insurance and Vehicle Liability Insurance and Contractor's Commercial general liability Insurance in the amounts specified in Section 6.7 and coverages as set forth in Section 6.7 below.
- 6.3. Professional Liability Insurance. Contractor shall maintain a professional liability insurance policy with limits as set forth in Section 6.7 below. Said policy need not name the City as an additional insured. It shall be Contractor's responsibility to pay any retention or deductible for the professional liability insurance. Contractor agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of the CMAR Contract.
- 6.4. Scope of Insurance and Special Hazards: The insurance required under this Section 6.4 hereof shall provide adequate protection for the Contractor, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Section 6.7 below.

**6.5. Indemnification.** The Contractor shall indemnify and save harmless the City from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys' fees, and shall assume without expense to the City, the defense of any such claims or actions. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of City, its agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

**6.5.1.** Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

**6.5.2.** Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

**6.6. Proof of Insurance:** The Contractor shall furnish the City with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10) days for non-payment of premium, has been received by the City." City is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide City with appropriate endorsements to its policy(ies) of insurance reflecting the status of City as an additional insured and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to City by the insurance company providing such insurance policy(ies) to Contractor. In addition, all policies shall contain a waiver of subrogation in favor of City. All policies shall apply on a "per project" basis. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following City's written acceptance of the Contract.

**6.7. Limits of Insurance:**

Worker's Compensation:	As required by Minnesota law with an "all states" endorsement	
Employer's Liability	Per Occurrence	\$2,000,000.00
Independent Contractor's protective coverage liability:		
Bodily Injury:	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Products and completed operations coverage to be kept in place for the duration of any contract guarantee period:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Premises and Operations:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Property Damage and Bodily Injury:	Per Occurrence	\$2,000,000.00
Products – Completed Operations	Per Occurrence	\$2,000,000.00
Fire Legal Liability	Each Occurrence	\$100,000.00
Medical Expense:		\$5,000.00
Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Property Damage	Per Occurrence	\$2,000,000.00
Comprehensive Automobile Liability		\$2,000,000.00
Combined single limit each accident (shall include coverage for all owned, hired and		



non-owed vehicles).

Property Damage	Per Occurrence	\$2,000,000.00
E & O Insurance		\$2,000,000.00
Builder's Risk (note: may be deleted by City)	Completed value form	
Umbrella covering all above risks		\$5,000,000.00

- 6.8. Commercial General Liability: The Commercial General Liability Policy shall be written on an "occurrence basis" on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent with "broad form" damage liability coverage with the XCU exclusion removed in limits specified in Section 6.7 above. Such insurance shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and proteanyone employed by Contractor or by anyone for whose acts any of them may be liable.
- 6.9. Claim Form: Contractor shall obtain and provide to City, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with City.
- 6.10. Primary Policies. All policies shall be primary and non-contributory.
- 6.11. Deductible Responsibilities. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- 6.12. Insurance Company Rating. Contractor shall maintain in effective all insurance coverages required under this section at Contractor's sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by City in writing.

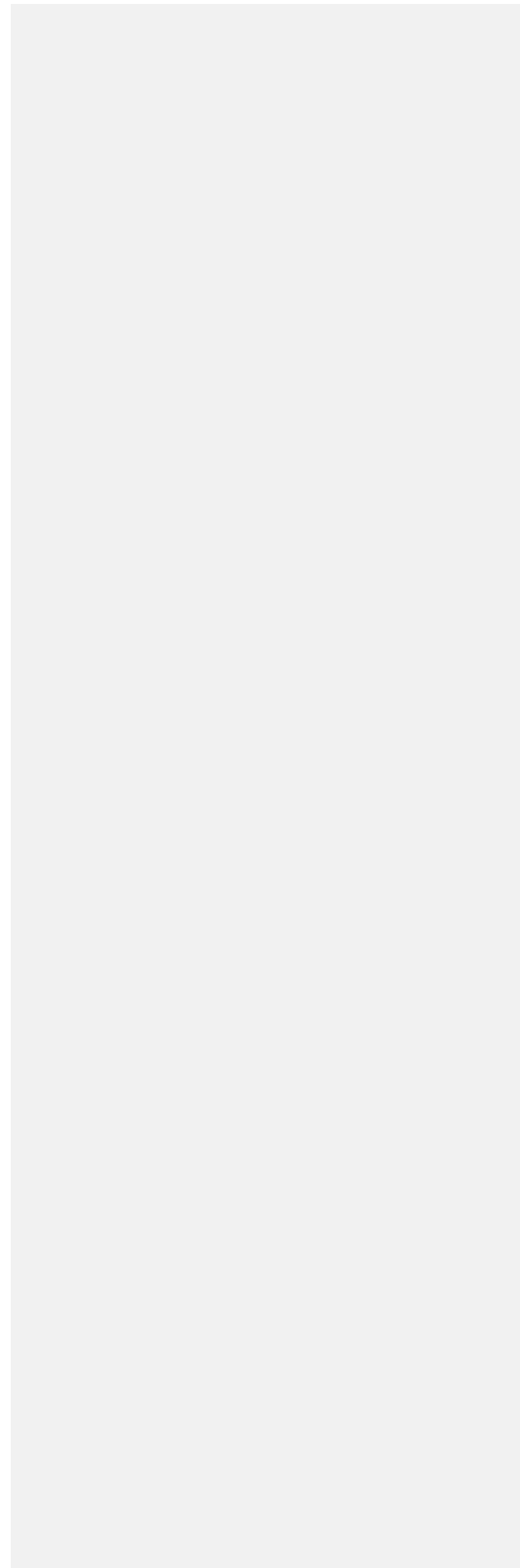
**PART 7 - SPECIAL CONDITIONS**

- 7.1. Liability and Indemnity: It is agreed that the employees and officers of the City shall not be personally liable or responsible in any manner to the CMAR, sub-contractors, suppliers, laborers, or to any other person or persons for any claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of this contract the performance and completion of the work.
- 7.2. CMAR to Indemnify: It is agreed that the CMAR shall indemnify and hold harmless the City from any and all loss or damages sustained, and from any and all liability

for injury to any persons and damage to any property incurred by the City by reason of any act or omission of the CMAR, its agents or employees, in connection with the performance of this contract, unless the same shall be due to the negligence of the City, its agents or employees.

- 7.3. CMAR Warranty. CMAR shall warranty and guarantee all work and materials furnished for any project as required herein for a period of one (1) year from the date of completion and the Project shall, in every respect, conform to all applicable laws, regulations and codes.
- 7.4. Compliance with Applicable Law: The CMAR shall conform to all rules and regulations of OSHA and state and local authorities as they apply to services provided pursuant to the Contract for CMAR Services. CMAR covenants and agrees to also comply with all applicable laws and regulations in performing the contract, including but not limited to applicable equal opportunity of employment provisions.

**EXHIBIT 1.1- PROJECT LABOR AGREEMENT**



## PROJECT LABOR AGREEMENT

### ARTICLE I PURPOSE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and by and between \_\_\_\_\_, its successors or assigns (hereinafter "Project Contractor") and the Duluth Building and Construction Trade Council, on behalf of its affiliated local unions described on Exhibit A attached hereto, hereinafter called the "Union or collectively "Unions," with respect to the construction of the \_\_\_\_\_, hereinafter "Project".

It is understood by the parties to this Agreement that it is the policy of the City of Hermantown, Minnesota (hereinafter the "Owner") that the construction work on the Project covered by this Agreement shall be contracted to contractors who agree to be bound by the terms of this Agreement by execution of the "Agreement to be Bound" in the form attached hereto as Exhibit B. Project Contractor shall monitor compliance with this Agreement by all subcontractors who, through the execution of this Agreement, have become bound hereto.

The term "Contractor" or "Contractors" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to \_\_\_\_\_ [name of Project Contractor] alone is intended, the term "Project Contractor" is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

**ARTICLE II  
SCOPE OF AGREEMENT**

**Section 1.** This Project Labor Agreement (“PLA”) shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: \_\_\_\_\_.

**Section 2.** It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the “Agreement to be Bound” form attached as Exhibit B prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this Project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the US/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Labor Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area or national agreement.

**Section 3.** Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

**Section 4.** This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

**Section 5.** The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

**Section 6.** As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or

Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

**Section 7.** It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

**Section 8.** It is understood that the liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Project Contractor or any Contractor.

**Section 9.** The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures (which shall not contain a preference for local or in-state labor) and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as attached as Schedule A for work on the Project for each craft employed by the Contractor. The Contractor shall be required to pay the greater of the total package of wages and benefits as set forth in the Local Area Labor Agreements attached as Schedule A or the wages and benefits required by any applicable state or federal prevailing wage law. All employees covered by this Agreement shall be classified in accordance with the work performed. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

**Section 10.** The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

**Section 11.** All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

### **ARTICLE III UNION RECOGNITION AND ACCESS**

**Section 1.** Subject to the last sentence of Section 2 of Article II and the last two sentences of Section 9 of Article II, Contractors recognize the signatory Unions as the sole and exclusive

bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

**Section 2.** Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

#### **ARTICLE IV REFERRAL OF EMPLOYEES**

Applicants, for the various classifications covered by this Agreement required by the Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State Laws.

#### **ARTICLE V MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or the applicable local area agreements, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause.

#### **ARTICLE VI WORK STOPPAGES AND LOCKOUTS**

**Section 1.** During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

**Section 2.** The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

**Section 3.** The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to

cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

**Section 4.** Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the Court.

## **ARTICLE VII DISPUTES AND GRIEVANCES**

**Section 1.** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

**Section 2.** The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

**Section 3.** Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.** (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7)



working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.** The Business Manager or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

**Step 3.** (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the City to make decisions only on issues presented to him or her, and he or she shall not have City to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 4.** The Project Contractor shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps.

## **ARTICLE VIII JURISDICTIONAL DISPUTES**

**Section 1.** The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 2.** All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 4.** Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor will be advised in advance of all such conferences and may participate if they wish.

#### **ARTICLE IX SUBCONTRACTING**

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

#### **ARTICLE X HELMETS TO HARDHATS**

**Section 1.** The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

**Section 2.** The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

#### **ARTICLE XI LABOR HARMONY CLAUSE**

The Project Contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The Project Contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work for the Project.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the Project throughout the construction of the Project is a material element of this PLA. Failure by the Project Contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the PLA which will subject the violating contractor to all rights and remedies the Project Contractor may have, including without limitation the right to terminate the contract of Contractor.

## **ARTICLE XII NO DISCRIMINATION**

**Section 1.** Contractors and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

**Section 2.** Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

**Section 3.** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE XIII SAVINGS AND SEPARABILITY**

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractors and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

## **ARTICLE XIV DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective \_\_\_\_\_, 2022 and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final

acceptance from the Owner's representative. Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractors agree that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the Project commences shall continue it in effect with each said Union so long as the Contractor remains on the Project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

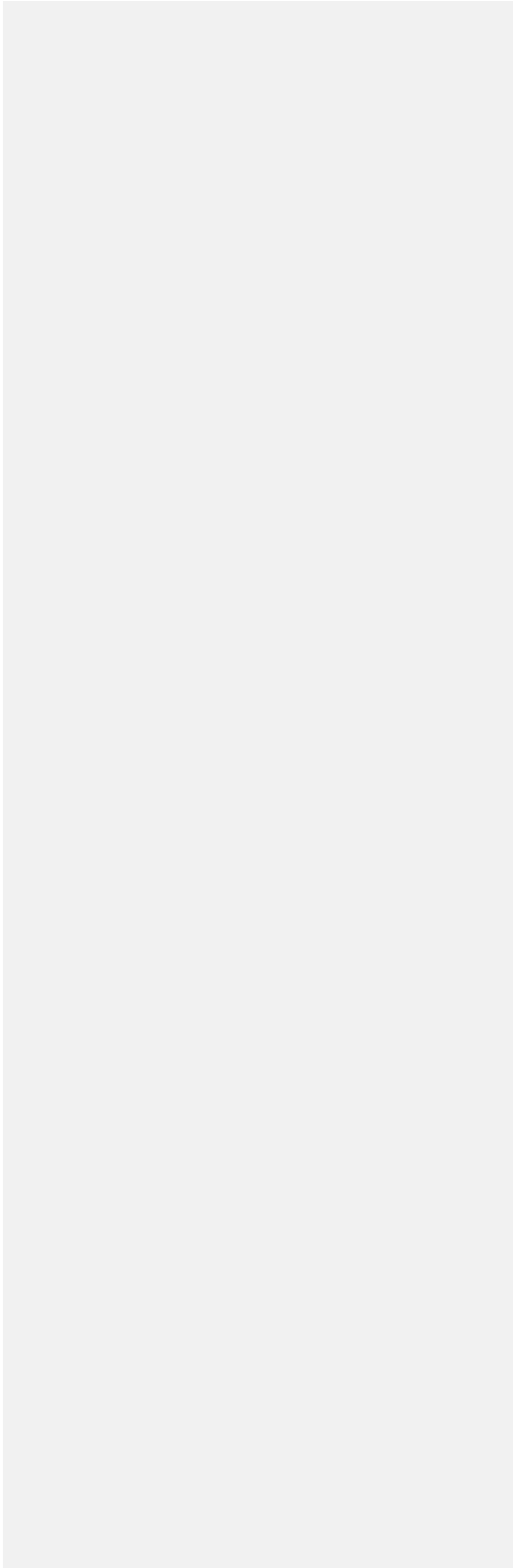
IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

DULUTH BUILDING &  
CONSTRUCTION TRADES COUNCIL

PROJECT CONTRACTOR

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

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



**EXHIBIT A**

ACCEPTED BY:

- A-1 Asbestos Workers Local
- A-2 Boilermakers Local
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361
- A-5 Cements Masons/Plasterers Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242
- A-8 Iron Workers Local 512
- A-9 Laborers Local 1091
- A-10 Millwrights Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346

**EXHIBIT B**

**AGREEMENT TO BE BOUND**

**PROJECT LABOR AGREEMENT**

The undersigned Contractor agrees that it has reviewed a copy of the Project Labor Agreement for the \_\_\_\_\_ Project located in \_\_\_\_\_, Minnesota with the Duluth Building and Construction Trades Council and further agrees to become a party to and bound to the foregoing Agreement.

This form is to be completed by subcontractor and submitted to the Contractor who shall retain and submit to the Duluth Building and Construction Trades Council upon request.

Attest:

Signed for the subcontractor:

Dated:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

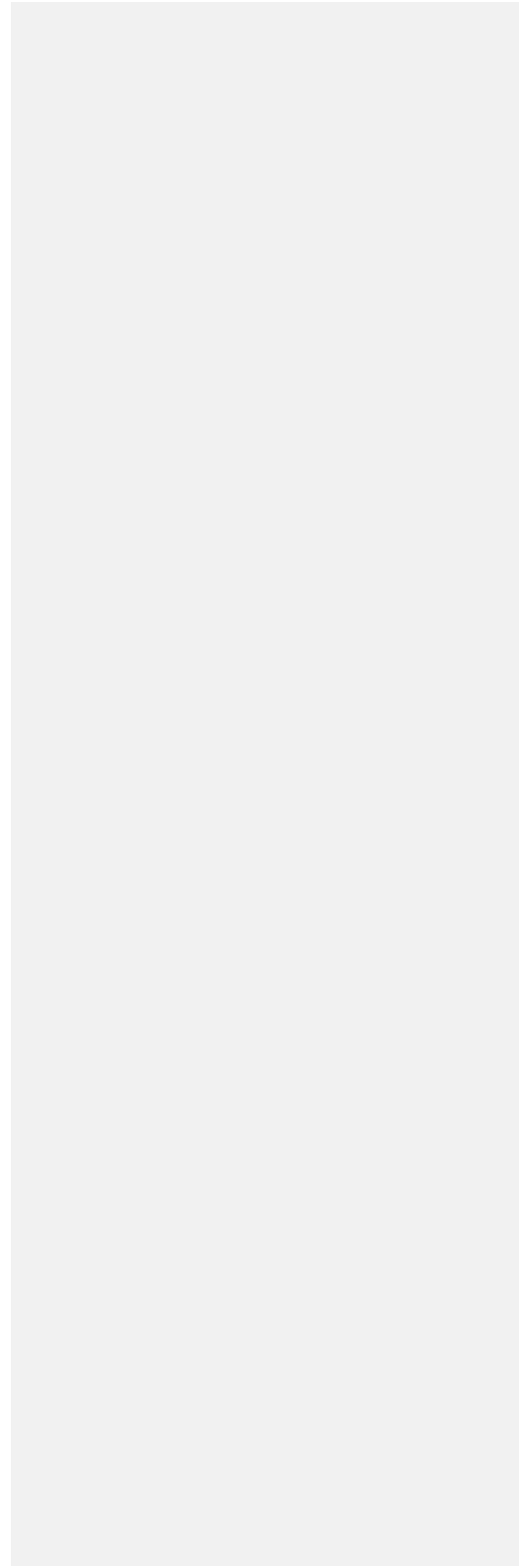
\_\_\_\_\_  
Phone No., Job Site and/or Office

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**EXHIBIT 1.7.1 - PROPOSAL COVER SHEET**  
**City of Hermantown**  
**Hermantown Recreation Initiative**





<b>Proposer Information:</b>	
Proposer Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	

**EXHIBIT 1.7.2**  
**TENNESSEN WARNING**

**CITY OF HERMANTOWN**  
**DATA PRACTICES RIGHTS ADVISORY/TENNESSEN WARNING**

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 to provide Construction Management At Risk services.

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 request or application may not be considered, or it may be denied.

Other persons or entities may be authorized by law to receive this information including City legal counsel, representatives of the State of Minnesota, City Finance Director and others as required by a court order t

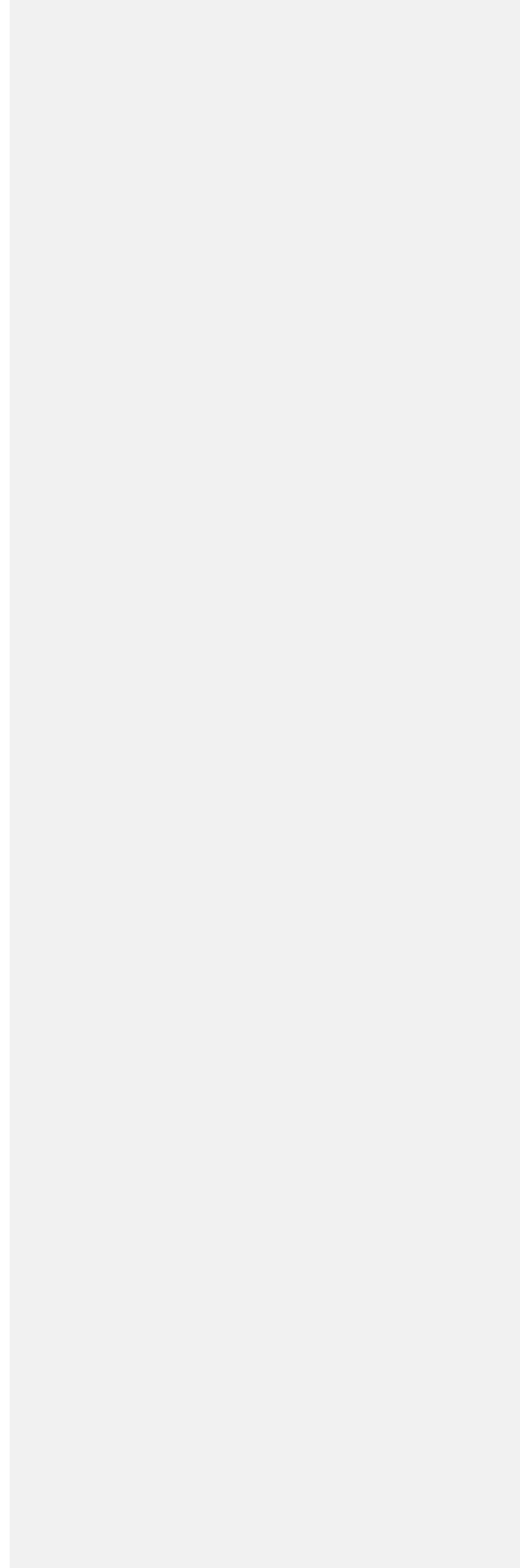
The undersigned has read this advisory and understands it.

\_\_\_\_\_  
Applicant Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

**EXHIBIT 4.3.1 - AIA DOCUMENT A-133 2019**





# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019

## *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month, and year.)*

BETWEEN the Owner:  
*(Name, legal status, address, and other information)*

and the Construction Manager:  
*(Name, legal status, address, and other information)*

for the following Project:  
*(Name, location, and detailed description)*

The Architect:  
*(Name, legal status, address, and other information)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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



**DATE:** February 28, 2022

**Meeting Date:** 03/07/2022

**SUBJECT:** Preliminary and Final Plat for a 6-  
lot subdivision in a R-3 zoning  
district

**Agenda Item:** 12-D

**Resolution:** 2022-32

---

## REQUESTED ACTION

Approval of a Preliminary and Final Plat for the subdivision of a 4.1 acre parcel into 6 residential lots. The property is located at 508x Hermantown Road and is in a R-3 zoning district.

---

## SITE INFORMATION:

Parcel Size: 4.1 acres total  
Legal Access: 508x Hermantown Road  
Wetlands: Yes, delineated in 2020 – No impacts  
Existing Zoning: R-3, Residential  
Airport Overlay: No  
Shoreland Overlay: No  
Comprehensive Plan: Suburban

## BACKGROUND

The applicant has been in the process of constructing three two-family homes (6 units total) on an existing 4.1 acre lot. To date, the two buildings along Hermantown Road have been built with the structure along Lavaque Road being planned for later in 2022. The applicant is now proposing to subdivide the 4.1 acre parcel into 6 total lots (1 for each unit) with lot sizes ranging from 0.51 to 1 acre in size. The project received preliminary and final PUD approval in March 2021.

A public hearing for this application was held on Tuesday, February 15, 2022. There were no members of the public who spoke regarding the application. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

## ZONING ANALYSIS

The property is zoned R-3, Residential. The applicant applied for a Planned Unit Development (PUD) for the property in February 2021 for the construction of three two-family structures (6 units total). The PUD was approved in March 2021 by the City Council.

### Setbacks

City Code allows a PUD to have standards that meet the City's goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The project consists of three two-family structures (6 units total) and the design meets the underlying front and rear yard setback requirements of the R-3 zoning district. The approved PUD allowed a minimum 20' foot side yard setback as the PUD allows for the setting of site specific setbacks.

### Plat

The applicant is proposing to divide the property into six lots to reflect the dividing wall of each two-family home structure. The lots range in size from 0.51 to 1.0 acres in size.

### Stormwater

The applicant is proposing the creation of six individual lots on which to build the two-family home units. Each lot is responsible for its own erosion control measures per Section 1060 of the City's Zoning Ordinance. Post construction stormwater treatment per Section 1080 of the City's Zoning Ordinance is not required as each lot is proposing less than 15,000 square feet of impervious surface area.

### Access

Each two-family building has a shared driveway to the respective City streets. The shared driveway then flairs out to provide individual driveway surfaces to each unit.

### Wetlands

A wetland delineation was performed in the fall of 2020. The proposed structure locations are located on upland portions of the property with no wetland impacts being proposed as part of the project.

### Park Dedication Fees

The developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of Plat approval.

### **Summary**

Staff recommends approval of the Preliminary and Final Plat based on the following findings and conditions:

1. The proposed preliminary plat meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The preliminary plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.

3. The lots will be served by public water and sewer which will be constructed by the applicant. The applicant/builder will be responsible for the construction costs and any connection of availability fees.
4. The applicant has entered into a Utility Extension Agreement with the City in order to extend utilities along Lavaque Road within the existing right of way.
5. The preliminary and final Plat hereby approved is hereby expressly subject to the following conditions:
  - a. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
  - b. Trees and brush cannot be burned on the Land, but may be chipped and shredded.
  - c. Erosion control measures must be in place prior to any construction on the Final Plat.
  - d. The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
  - e. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
6. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final Plat approval. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
7. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
8. The title of the land underlying the plat shall be approved by the City Attorney.
9. The previously approved PUD allowed for site specific lot sizes and setbacks. The proposed plat meets the setbacks approved as part of the PUD.
10. The Applicant shall sign a consent form assenting to all conditions of this approval.
11. The Applicant is responsible for payment of all City Engineer and City Attorney fees incurred by the City in the review and approval of the plat/project.
12. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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**SOURCE OF FUNDS (if applicable)**

N/A



**ATTACHMENTS**

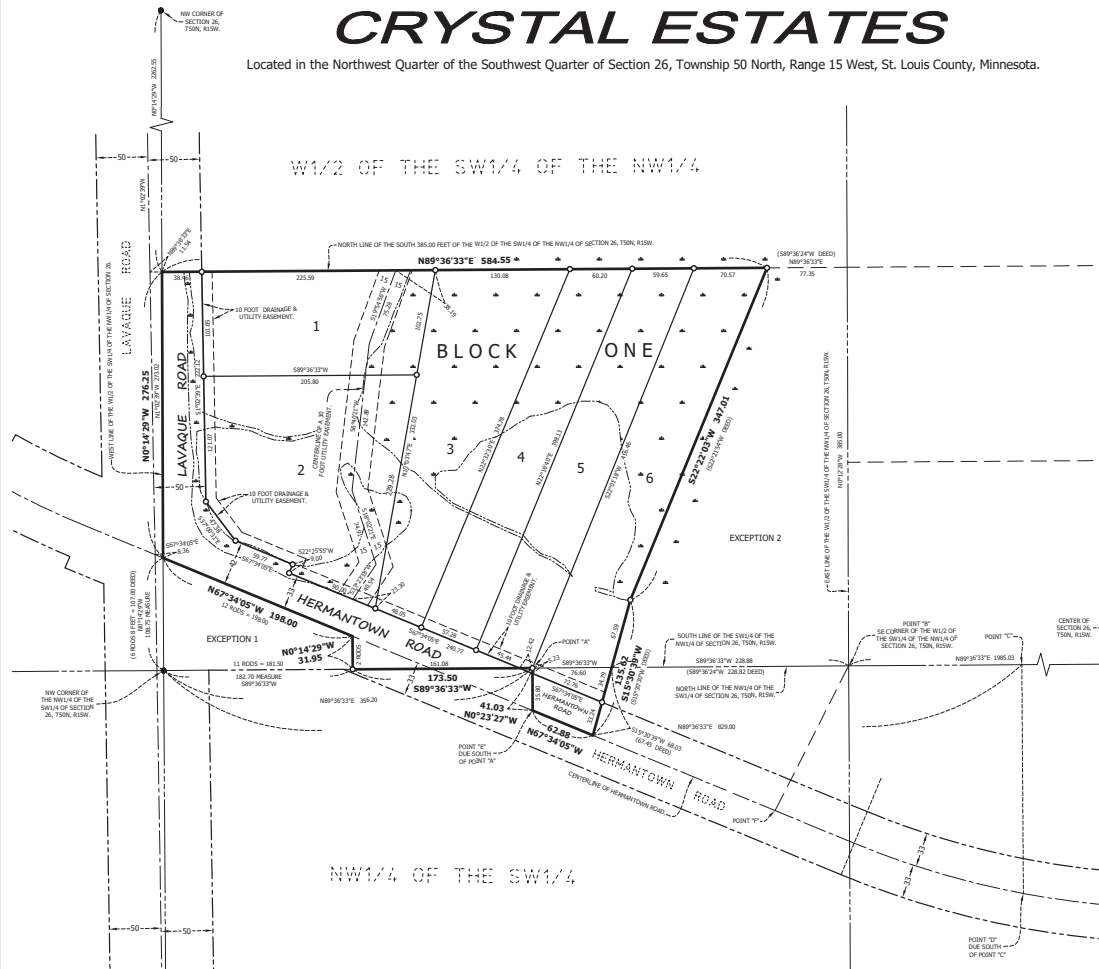
- Location Map
- Preliminary Plat
- Resolution

**Location Map**

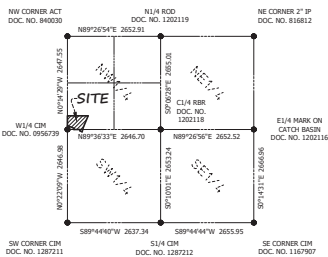


# CRYSTAL ESTATES

Located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota.



### LOCATION MAP:



### BEARINGS:

Bearings are based on the south line of W1/2 of the SW1/4 of the NW1/4 of Section 26, Township 50 North, Range 15 West, to bears S 89°36'33" W.

### LEGEND:

- Denotes iron monument found
- Denotes 1/2 inch iron monument set, marked "R1 ENG 21401" unless otherwise indicated
- ▭ Denotes wet land delineated by Northeast Technical Services, Inc., see wet land delineation report 19952A, dated October 2020.

SCALE: 1 INCH = 60 FEET



KNOW ALL PERSONS BY THESE PRESENTS, That A-Lign Properties, LLC, a Minnesota limited liability company, owner of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter, Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota, which lies north of the centerline of Hermantown Road and being described using the following points of reference, to-wit and described below:

- Point A - A point on the north line of said NW1/4 of SW1/4 located 356.20 feet east of the northwest corner of said NW1/4 of SW1/4
- Point B - A point on the north line of said SW1/4 of NW1/4 being the point of intersection of the boundary line, between the E1/2 of SW1/4 of NW1/4 and the W1/2 of SW1/4 of NW1/4 in said Section 26, with the south line of said SW1/4 of NW1/4;
- Point C - A point on the north line of said NW1/4 of SW1/4 located 829.00 feet east of the northwest corner of said NW1/4 of SW1/4
- Point D - A point on the centerline of Hermantown Road located due south of said Point C;
- Point E - A point on the centerline of Hermantown Road located due south of Point A;
- Point F - A point on the centerline of Hermantown Road located equidistant between points D and E.

Commencing at said Point "B", thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, between said Point "B" and Point "A", a distance of 228.82 feet to the actual point of beginning of the tract of land herein described; thence South 15 degrees 30 minutes 30 seconds West a distance of 67.45 feet to the intersection of a line drawn between Point "E" and Point "F", thence northwesterly to said Point "E", thence northerly to said Point "A", thence easterly to said point of beginning.

AND ALSO

The south 385.00 feet of the West Half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota,

EXCEPT the following two described tracts:

EXCEPTION 1: That part thereof conveyed to the Town of Herman by a Deed recorded in Book 641 of Deeds, page 554, described as follows: Commencing at the southwest corner of Southwest Quarter of Northwest Quarter of Section 26, Township 50 North, Range 15 West; thence running due north 6 rods, 8 feet to the center of the Hermantown Road; thence 12 rods along center of Hermantown Road; thence south 2 rods, thence west 11 rods to the point of beginning.

EXCEPTION 2: Beginning at the southeast corner of said West Half of the Southwest Quarter of the Northwest Quarter; thence northerly, along the east line of said West Half of the Southwest Quarter of the Northwest Quarter, a distance of 385.00 feet to the intersection with the north line of the south 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, along last described north line, a distance of 77.35 feet; thence South 22 degrees 21 minutes 24 seconds West, a distance of 347.01 feet; thence South 15 degrees 30 minutes 30 seconds West, a distance of 67.59 feet to the south line of said West Half of the Southwest Quarter of the Northwest Quarter; thence easterly, along last described south line, a distance of 228.82 feet to said point of beginning.

Has caused the same to be surveyed and platted as CRYSTAL ESTATES and does hereby dedicate to the public for public use the public roads and the drainage and utility easements as created by this plat.

In witness whereof said A-Lign Properties, LLC, a Minnesota limited liability company, have caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Steven W. Koski, Owner

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Steven W. Koski, Owner of A-Lign Properties, LLC, a Minnesota limited liability company.

Notary Public \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**  
I, Randy M. Morton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data, dimensions, labels and symbols are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined by Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Randy M. Morton, PLS Minnesota License No. 21401

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Randy M. Morton, Minnesota License Number 21401.

Notary Public \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY COUNCIL OF HERMANTOWN  
We do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Hermantown approved this plat.

Mayor

City Clerk

ST. LOUIS COUNTY SURVEYOR  
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subdivision 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Nick C. Stewart  
St. Louis County Surveyor

ST. LOUIS COUNTY AUDITOR  
Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, and to Minnesota Statutes, Section 272.12, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid; there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Nancy Nilsen  
St. Louis County Auditor

ST. LOUIS COUNTY RECORDER  
I hereby certify that this plat of CRYSTAL ESTATES was filed in this office of the County Recorder for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., as Document No. \_\_\_\_\_.

Wendy Leivitt  
St. Louis County Recorder



**Resolution No. 2022-32**

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF CRYSTAL ESTATES  
AND IMPOSING CONDITIONS ON THE FINAL PLAT**

WHEREAS, A-Lign Properties, LLC (Applicant) has requested a preliminary and final plat for Crystal Estates comprised of 6 lots on the overall property described in Exhibit A, in an R-3 zoning district; and

WHEREAS, the Hermantown Planning and Zoning Commission recommended the approval of the preliminary and final plat following a public hearing on February 15, 2022; and

WHEREAS, upon the satisfaction of the conditions set forth herein, the final plat will satisfy the requirements of the Hermantown Zoning Code; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the final plat be approved, subject to certain conditions being met.

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

1. The final plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
2. The preliminary and final plat of Crystal Estates is hereby approved.
3. The lots will be served by public water and sewer which will be constructed by the applicant. The applicant will be responsible for any connection or availability fees.
4. The applicant has entered into a Utility Extension Agreement with the City in order to extend utilities along Lavaque Road within the existing right of way.
5. The preliminary and final Plat hereby approved is hereby expressly subject to the following conditions:
  - a. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
  - b. Trees and brush cannot be burned on the Land, but may be chipped and shredded.
  - c. Erosion control measures must be in place prior to any construction on the Final Plat.
  - d. The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
  - e. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.

6. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final Plat approval. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
7. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
8. The title of the land underlying the plat shall be approved by the City Attorney.
9. The previously approved PUD allowed for site specific lot sizes and setbacks. The proposed plat meets the setbacks approved as part of the PUD.
10. The Applicant shall sign a consent form assenting to all conditions of this approval.
11. The Applicant is responsible for payment of all City Engineer and City Attorney fees incurred by the City in the review and approval of the plat/project.
12. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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

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

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 7, 2022.



## EXHIBIT "A"

All that part of the Northwest Quarter of the Southwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota, which lies North of the centerline of Hermantown Road and being described using the following points of reference, to-wit and described below:

Point A - A point on the North line of said NW1/4 of SW1/4 located 356.2 feet east of the Northwest corner of said NW1/4 of SW1/4;

Point B - A point on the North line of said SW1/4 of NW1/4 being the point of intersection of the boundary line, between the E1/2 of SW1/4 of NW1/4 and the W1/2 of SW1/4 of NW1/4 in said Section 26, with the South line of said SW1/4 of NW1/4;

Point C - A point on the North line of said NW1/4 of SW1/4 located 829 feet East of the Northwest corner of said NW1/4 of SW1/4;

Point D - A point on the centerline of Hermantown Road located due south of said Point C;

Point E - A point on the centerline of Hermantown Road located due south of Point A;

Point F - A point on the centerline of Hermantown Road located equidistant between points D and E.

Commencing at said Point "B"; thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, between said Point "B" and Point "A", a distance of 228.82 feet to the actual point of beginning of the tract of land herein described; thence South 15 degrees 30 minutes 30 seconds West a distance of 67.45 feet to the intersection of a line drawn between Point "E" and Point "F"; thence northwesterly to said Point "E"; thence northerly to said Point "A"; thence easterly to said point of beginning.

AND ALSO

The South 385.00 feet of the West Half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota,

EXCEPT the following two described tracts:

EXCEPTION 1: That part thereof conveyed to the Town of Herman by a Deed recorded in Book 641 of Deeds, page 554, described as follows: Commencing at the Southwest corner of Southwest Quarter of Northwest Quarter of Section 26, Township 50, Range 15, thence running due north 6 rods, 8 feet to the Center of the Hermantown Road, thence 12 rods along center of Hermantown Road, thence south 2 rods, thence west 11 rods to the point of beginning.

EXCEPTION 2: Beginning at the southeast corner of said West Half of the Southwest Quarter of the Northwest Quarter; thence northerly, along the east line of said West Half of the Southwest Quarter of the Northwest Quarter, a distance of 385.00 feet to the intersection with the north line of the South 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds West, along last described north line, a distance of 77.35 feet; thence South 22 degrees 21 minutes 54 seconds West a distance of 347.01 feet; thence South 15 degrees 30 minutes 30 seconds West a distance of 67.59 feet to the south line of said West Half of the Southwest Quarter of the Northwest Quarter; thence easterly, along last described south line, a distance of 228.82 feet to said point of beginning.

SUBJECT TO a 30.00-foot-wide easement for utility purposes over, under and across that part of the West Half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50, Range 15, St Louis County, Minnesota. The centerline of said 30.00-foot-wide easement is described as follows:

Commencing at the intersection of the west line of said West Half of the Southwest Quarter of the Northwest Quarter and the north line of the South 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, along last described north line, a distance of 225.86 feet to the actual point of beginning of the said easement centerline herein described; thence South 19 degrees 54 minutes 47 seconds West a distance of 75.28 feet; thence South 06 degrees 40 minutes 12 seconds West a distance of 142.89 feet; thence South 18 degrees 02 minutes 30 seconds East a distance of 74.91 feet; thence South 33 degrees 23 minutes 29 seconds West a distance of 40.25 feet, more or less, to the northerly right-of-way line of Hermantown Road and there said easement centerline terminating.

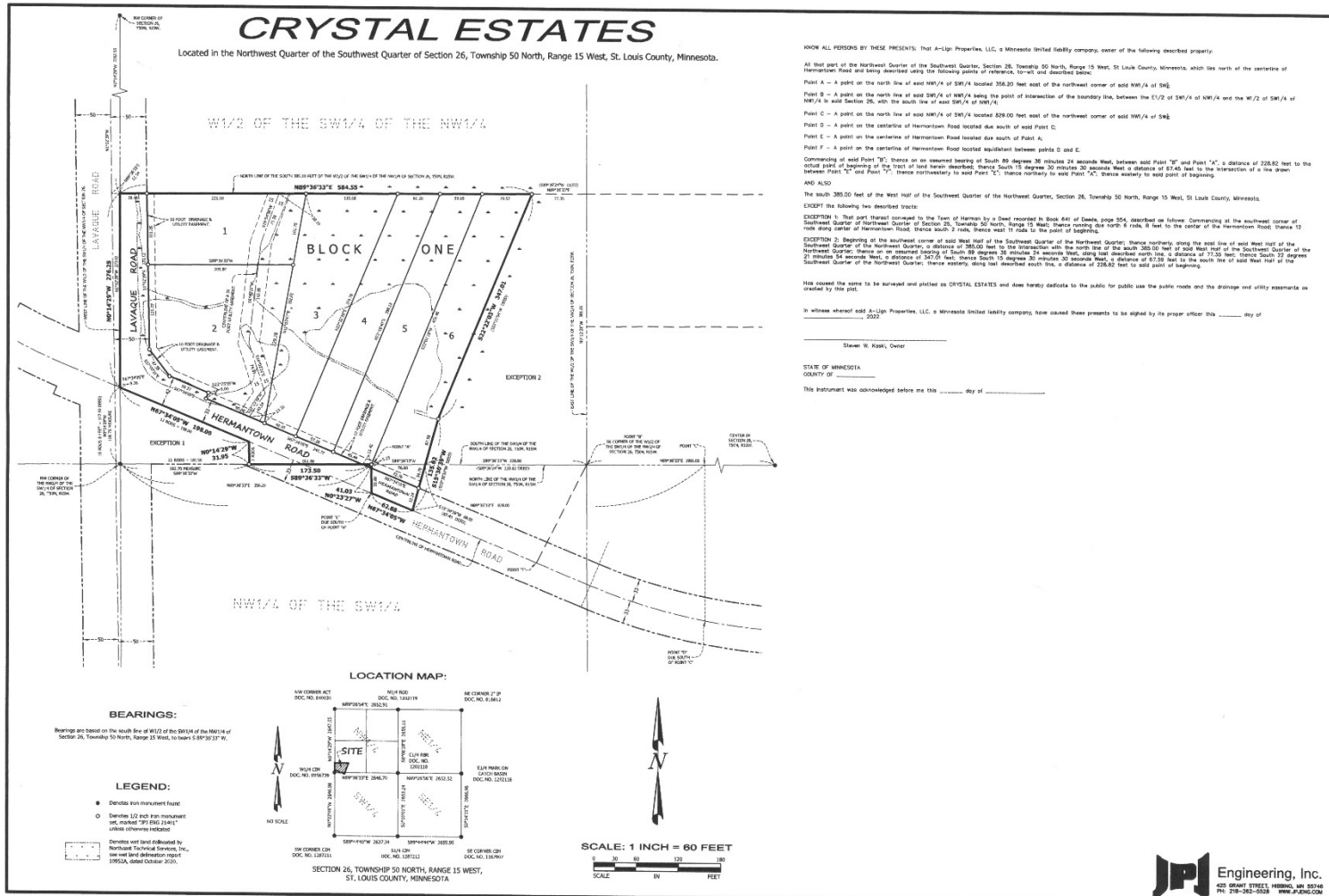
ALSO SUBJECT TO an easement for Lavaque Road along the westerly side thereof Hermantown Road along the southerly side thereof and any other easements of record, if any.

Abstract Property.

Parcel: 395-0010-07813

# CRYSTAL ESTATES

Located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota.



KNOW ALL PERSONS BY THESE PRESENTS, That A-Light Properties, LLC, a Minnesota limited liability company, owner of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter, Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota, which lies north of the centerline of Hermantown Road and being described using the following points of reference, to-wit: and described as follows:

Point A - A point on the north line of said NW1/4 of SW1/4 located 356.20 feet east of the northwest corner of said NW1/4 of SW1/4.

Point B - A point on the north line of said SW1/4 of NW1/4 being the point of intersection of the boundary line, between the E1/2 of SW1/4 of NW1/4 and the W1/2 of SW1/4 of NW1/4 in said Section 26, with the south line of said SW1/4 of NW1/4.

Point C - A point on the north line of said NW1/4 of SW1/4 located 829.00 feet east of the northwest corner of said NW1/4 of SW1/4.

Point D - A point on the centerline of Hermantown Road located due south of said Point C.

Point E - A point on the centerline of Hermantown Road located due north of Point A.

Point F - A point on the centerline of Hermantown Road located equidistant between points C and E.

Commencing at said Point "F", thence on an assumed bearing of South 89 degrees 30 minutes 24 seconds West, between said Point "F" and Point "A", a distance of 228.82 feet to the actual point of beginning of the tract of land herein described, thence South 15 degrees 30 minutes 30 seconds West a distance of 87.40 feet to the intersection of a line drawn between Point "F" and Point "A", thence northwesterly to said Point "C", thence northerly to said Point "A", thence westerly to said point of beginning.

AND ALSO:

The south 385.00 feet of the west half of the Southwest Quarter of the Northwest Quarter, Section 26, Township 50 North, Range 15 West, St. Louis County, Minnesota.

EXCEPT the following two described tracts:

EXCEPTION 1: That part thereof conveyed to the Trust of Hanson by a Deed recorded in Book 641 of Deeds, page 254, described as follows: Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 26, Township 50 North, Range 15 West, thence easterly due north 6 rods, 8 feet to the center of the Hermantown Road, thence 12 rods along center of Hermantown Road, thence south 2 rods, thence west 11 rods to the point of beginning.

EXCEPTION 2: Beginning at the southeast corner of said West Half of the Southwest Quarter of the Northwest Quarter, thence northerly, along the east line of said West Half of the Southwest Quarter, to the northwest corner, a distance of 385.00 feet, to the intersection with the north line of the south 385.00 feet of said West Half of the Southwest Quarter of the Northwest Quarter, thence on an assumed bearing of South 89 degrees 30 minutes 24 seconds West, along east described north line, a distance of 171.35 feet, thence South 77 degrees 51 minutes 51 seconds West, a distance of 347.01 feet, thence South 15 degrees 30 minutes 30 seconds West, a distance of 87.39 feet to the south line of said West Half of the Southwest Quarter of the Northwest Quarter, thence westerly, along east described north line, a distance of 228.82 feet to said point of beginning.

This conveyance seems to be surveyed and plotted as CRYSTAL ESTATES and does hereby dedicate to the public for public use the public roads and the drainage and utility easements as created by this plat.

In witness whereof said A-Light Properties, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Stacey W. Kapp, Owner

STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**EXHIBIT B**





**TO:** Mayor & City Council

**FROM:** Jackie Dolentz, City Clerk

**DATE:** March 2, 2022

**Meeting Date:** 03/07/22

**SUBJECT:** Redistricting

**Agenda Item:** 12-E

**Resolution:** 2022-33



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## REQUESTED ACTION

Approve the resolution that reestablishes precincts and polling places for the City of Hermantown.

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## BACKGROUND

Redistricting is the process of redrawing the boundaries of election districts to ensure that the people of each district are equally represented. It is typically done in the United States every ten years, after the completion of the decennial Census. City governments must reestablish all precincts after state redistricting.

Minnesota statute requires the Hermantown reestablishes its precinct boundaries within 50 days of when the legislature has been redistricted.

There are no changes to the precincts or boundaries for Hermantown; this resolution reestablishes our current locations.

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## SOURCE OF FUNDS (if applicable)

N/A

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## ATTACHMENTS

Resolution 2022-33

**Resolution No. 2022-33**

**RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES  
FOR THE CITY OF HERMANTOWN**

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, subd. 3 (d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hermantown, County of St. Louis, State of Minnesota hereby reestablishes the boundaries of the voting precincts and polling places as follows:

**Precinct 1: Government Administrative Services Building, 5105 Maple Grove Road**  
Precinct boundaries are Ugstad Road, Seville Road, Haines Road and Maple Grove Road

**Precinct 2: Grace Lutheran Church, 5454 Miller Trunk Highway**  
Precinct boundaries are Solway Road, Seville Road, Ugstad Road and St. Louis River Road

**Precinct 3: Salem Lutheran Church, 4715 Hermantown Road**  
Precinct boundaries are Ugstad Road, Maple Grove Road, Haines Road and St. Louis River Road

Attachment A to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling place.

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:

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 7, 2022.

# HERMANTOWN



Precinct 1  
Gov't Services Building  
5105 Maple Grove Road



Precinct 2  
Grace Lutheran Church  
5454 Miller Trunk Hwy



Precinct 3  
Salem Lutheran Church  
4715 Hermantown Road

## Hermantown Precinct Map

**Precinct 2**

Ugstad Road

**Precinct 1**

Maple Grove Road

**Precinct 3**

Additional voting questions?

Contact City Hall  
218-729-3600