



Hermantown City Council Meeting – April 18, 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/89427926114?pwd=VERySW5HSWNpeGtGcG43NWZtcnVBQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 894-2792-6114 and the passcode of 614195.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "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, April 18, 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.

City Council Meeting April 18, 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, April 18, 2022 at 4:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

**City Council Meeting April 18, 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 22-37 through 22-40 placed on file
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. Mike Marshall, Fire Chief *(Pre-Agenda Only)*
RE: [HVFD 2021 Annual Report](#)
 - B. John Mulder, City Administrator *(Pre-Agenda Only)*
RE: 2023 Road Improvement Plan
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. [Minutes](#) - Approval or correction of April 4, 2022 City Council Continuation Minutes
 - B. [Accounts Payable](#) – Approve general city warrants from April 1, 2022 through April 15, 2022 in the amount of \$435,413.74

10. MOTIONS

11. ORDINANCES

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

- A. **2022-50** Resolution Authorizing And Directing The City Administrator To Negotiate The Terms Of An Agreement For A Construction Manager At Risk (CMAR) Contract Between The City Of Hermantown And Kraus-Anderson Construction Company

(motion, roll call)

- B. **2022-51** Resolution Authorizing A Contract For Professional Services With Short Elliot Hendrickson, Inc. For Water Distribution System Evaluation And Modeling In The Amount Of \$25,470

(motion, roll call)

- C. **2022-52** Resolution Approving Requests For Proposals ("RFP") For Consultant Services To Prepare An Updated Comprehensive Plan

(motion, roll call)

- D. **2022-53** Resolution Approving The 2022 City Of Hermantown Standard Specifications For Construction

(motion, roll call)

14. RECESS



Hermantown Volunteer Fire Department

Hermantown, MN, 2-28-2022

Mayor Wayne Boucher
Hermantown City Council
5111 Maple Grove Road,
Hermantown, MN 55811

Re: HVFD 2021 Annual Report

Dear Mr. Boucher and City Council Members:

Enclosed you will find the Hermantown Volunteer Fire Department's Annual Report for 2021 for your review. Once again, it was a busy year for our department, with a total of 1,103 dispatched calls and a total of 6,183 volunteer hours logged.

On behalf of our department, I would like to thank the city council for your continued support of our Fire and EMS First Responder efforts over the past year. Please let me know if you have any questions or if you would like additional information. We look forward to working with you this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Marshall".

Mike Marshall Fire Chief Hermantown Volunteer Fire Department

5111 Maple Grove Road
Hermantown, MN 55811
218-729-3661 Office Phone
218-590-8891 Cell Phone
MMARSHALL@hermantownmn.com

Attachment: **HVFD 2021 Annual Report**

cc: MM/File

2021 HERMANTOWN VOLUNTEER FIRE DEPARTMENT ANNUAL REPORT



2/28/2022

Providing Quality Fire and Emergency Medical Service to the Hermantown , MN Community

The Hermantown Volunteer Fire Department (HVFD) consists of 25 members. They are highly trained in Fire, Rescue, and Emergency, Medical Services.



HVFD 2021 Annual Report



Our History

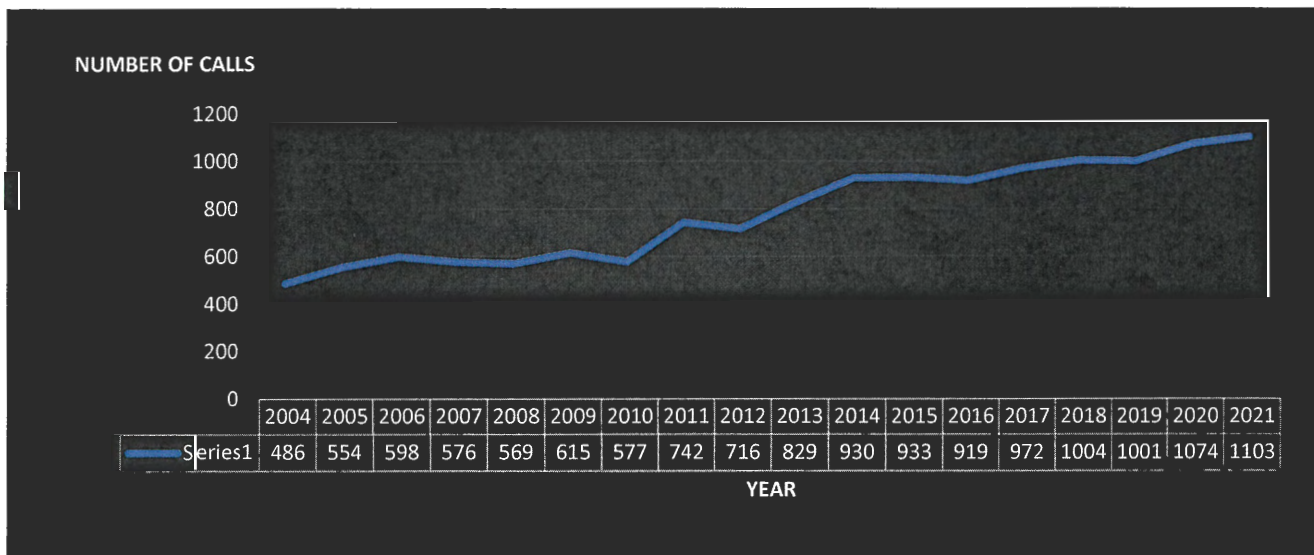
On July 25, 1951, the Hermantown Volunteer Fire Department was formed and held its first meeting. The first meeting consisted of 11 new members. The first fire hall was a one stall garage on Hermantown School property. In the early years of the department, community members would call the fire department number and the school janitor would answer the phone, gather pertinent information, and then set off an alarm to alert community members to relinquish their phone lines so he could start making calls to the firefighters and have them respond to the fire hall.

The volunteer fire department was created by several community members taking loans out on their own homes. That money was then used to purchase apparatus and equipment. The department owns its own equipment and contracts its services to the City of Hermantown. When the township of Hermantown was incorporated into a city in 1976 one of the key reasons this occurred was because of the fully functional and compliant fire department.

About Us

The Hermantown Volunteer Fire Department is a private, non-profit corporation that provides life safety and fire suppression support to the residents and businesses of the City of Hermantown. HVFD is committed to maintaining a fire department for the purpose of providing medical services, keeping the public fire conscious and to protect life and property from destruction by fire, disaster, and hazardous materials.

Response History 2004 to 2021



Total Number of Calls Answered

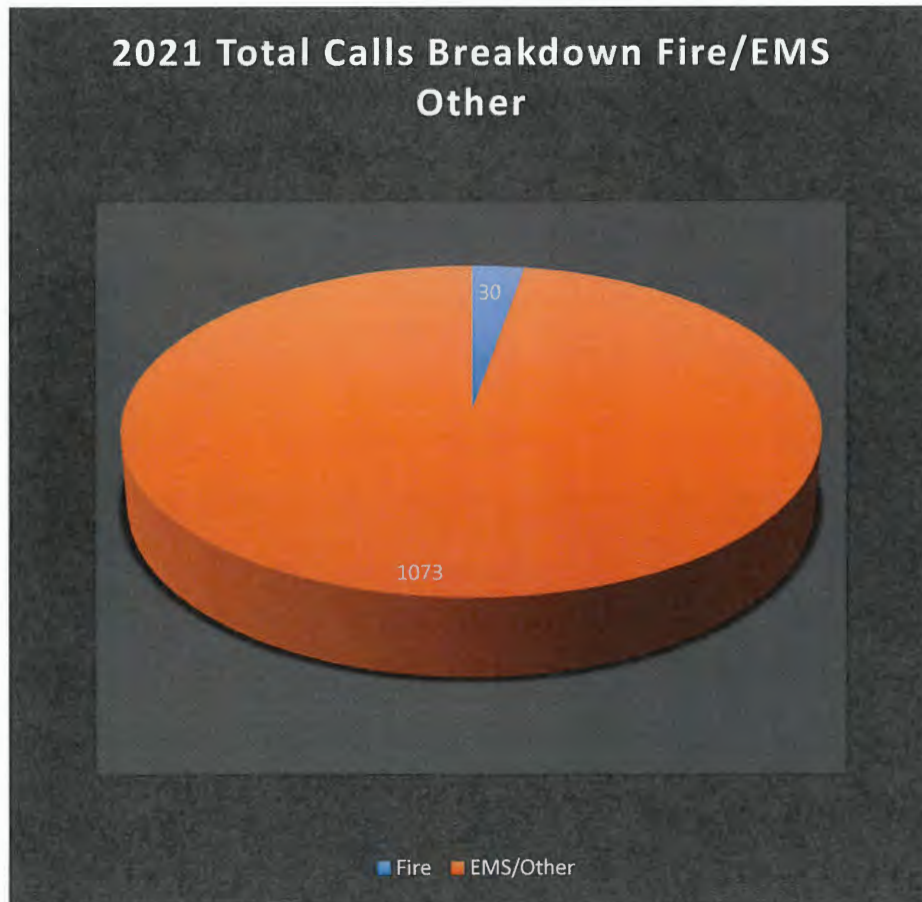


HVFD 2021 Annual Report



2021 Calls for Service Breakdown

The total number of responses for the HVFD have been on the rise since 2004. This year the department responded to 1,103 calls. This is a record number of calls for the department. These included medical emergencies, fires, car accidents gas leaks and other incidents within and outside the community.



The 1,103 Calls the department answered in 2021 were for 30 Fire responses and 1,073 Emergency medical calls and other service rescue related calls. Any 911 call that does not result in a fire or medical emergency is classified as "other" as a type of call by the Minnesota state fire data tracking system. The department supports surrounding communities in both fire and medical calls, several of these calls were for mutual aid to neighboring townships and departments. This call level of 1,103 was an increase in 29 total calls (2.7%) from the year 2020 to 2021. The total response time average was 8.3 minutes for all calls and all units on scene.

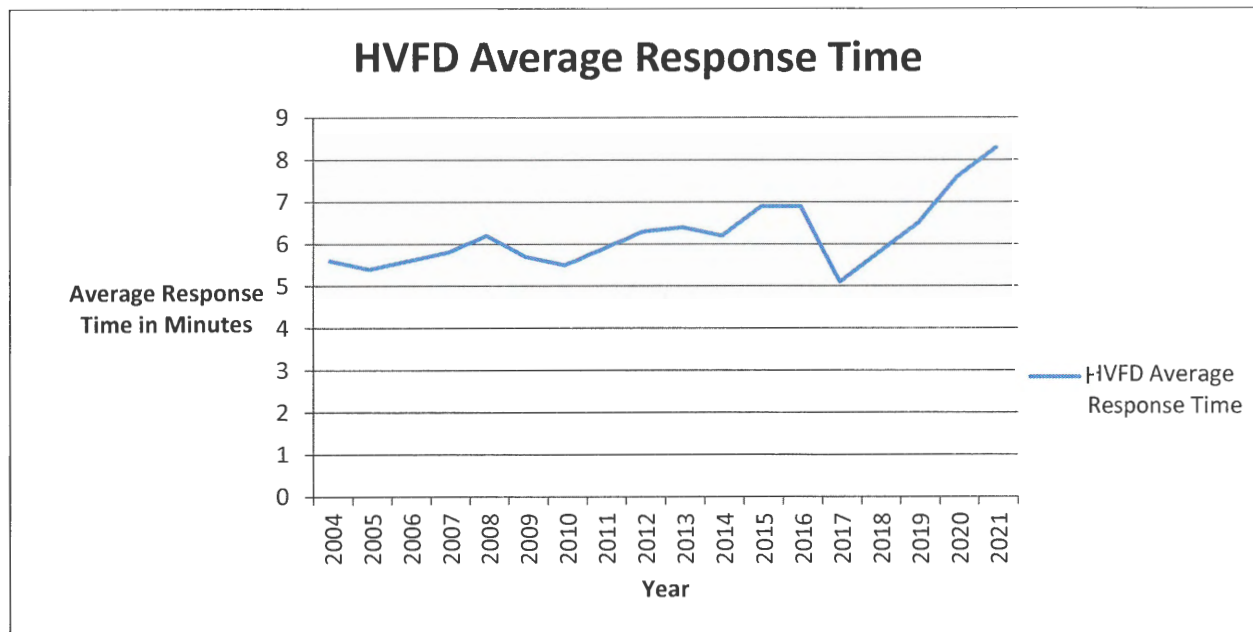


HVFD 2021 Annual Report



In 2020 the response time was 7.6 minutes, in 2021 there was a 9.2% increase which is directly influenced by the amount of Mutual aid calls to neighboring areas in 2021. With the implementation of daytime duty crew in Hermantown starting in 2017, 50% of all of the 911 calls have occurred during the duty crew staffing hours. Mutual aid calls supporting the surrounding cities and townships were 21 calls with 60 vehicle units dispatched in the year 2021. The majority of those calls are for fire response and take longer to get on scene due to the limited speed of large fire apparatus and longer distances traveled.

The year 2021 was a year filled with many medical issues and responses for the COVID – 19 Virus Pandemic. The spread of this virus and the variants such as Delta and Omicron caused lockdown actions and the controls of both state and federal government to restrict the spread of the virus. Use of effective Masks, Gowns, Face Shields and other PPE was required as protocol on medical calls where the virus was known or suspected. Decontamination chemicals and chemical fogging machines were used to maintain the equipment and the fire station spaces as ready and available at all times for the department. Testing of personnel for COVID -19 and minimizing access to the fire stations was a key factor in preventing spread of the virus within the department staff. During the year only one member contracted the COVID virus. We have been able to maintain available staffing at all times during the Pandemic.



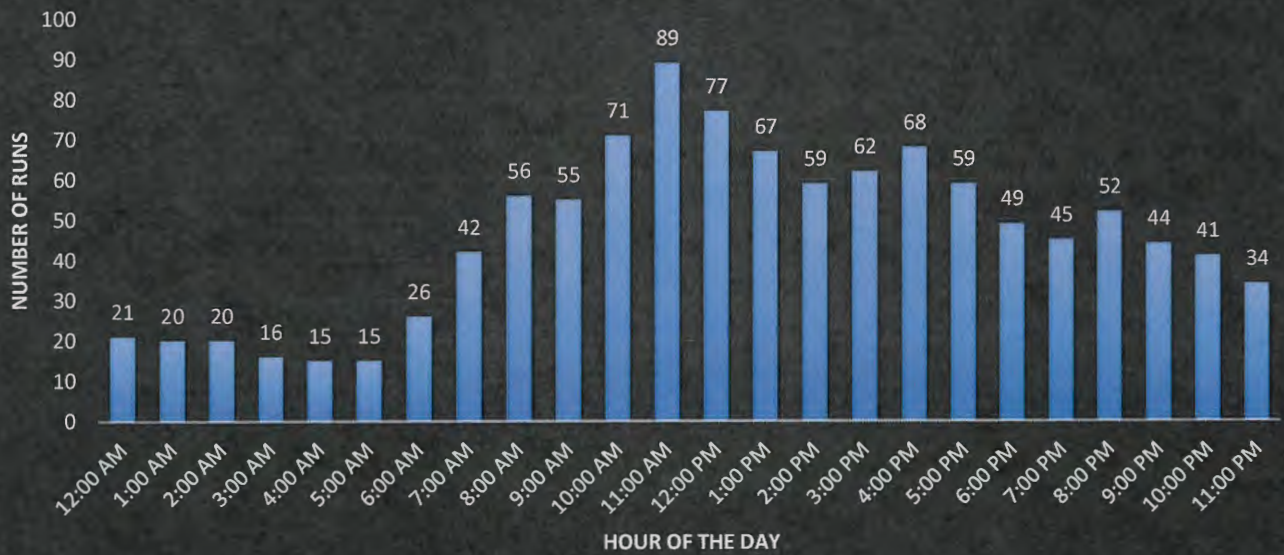


HVFD 2021 Annual Report

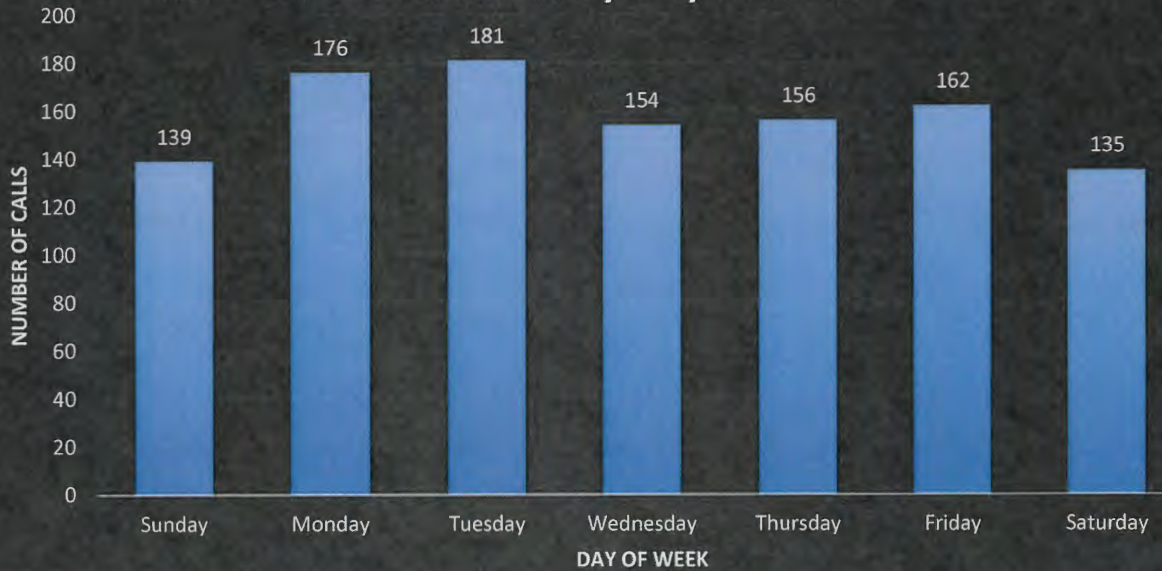


2021 Run Data

2021 HVFD Incidents by Hour of the Day



2021 HVFD Incidents By Day of Week

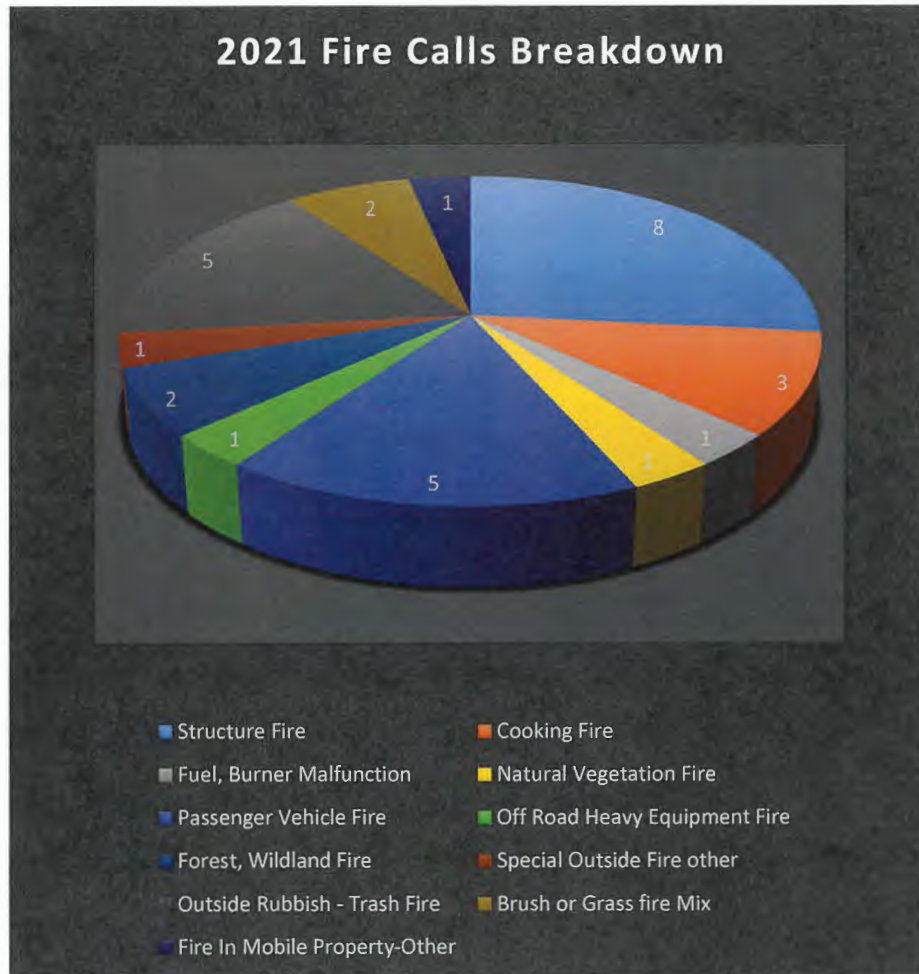




HVFD 2021 Annual Report



2021 Fire Calls Breakdown



The 30 fire calls answered in 2021 included 8 Structure Fires, 1 Natural Vegetation – Fire other, 5 Passenger vehicle fires, 1 mobile property vehicle fires, 5 outdoor rubbish fires, 3 cooking fires, 1 fuel burner malfunction, 1 off road –heavy vehicle fire, 2 forest-Wildland fires, 1 Brush grass Mixture fire, and 1 Fire Classified as Other. There were 0 fatalities due to fires in the city of Hermantown in 2021. The most notable fires HVFD responded to were in Proctor, MN for a railyard transformer fire and a hotel heater unit fire. Also, the department performed Wildland fire fighting duties supporting the State Forestry Department on the Greenwood fire in Lake County, MN.



HVFD 2021 Annual Report



Fire Response Photos



Fire Response House Fire in Solway



Fire Response reflash of Solway House Fire



Vehicle Fire Response HWY 53



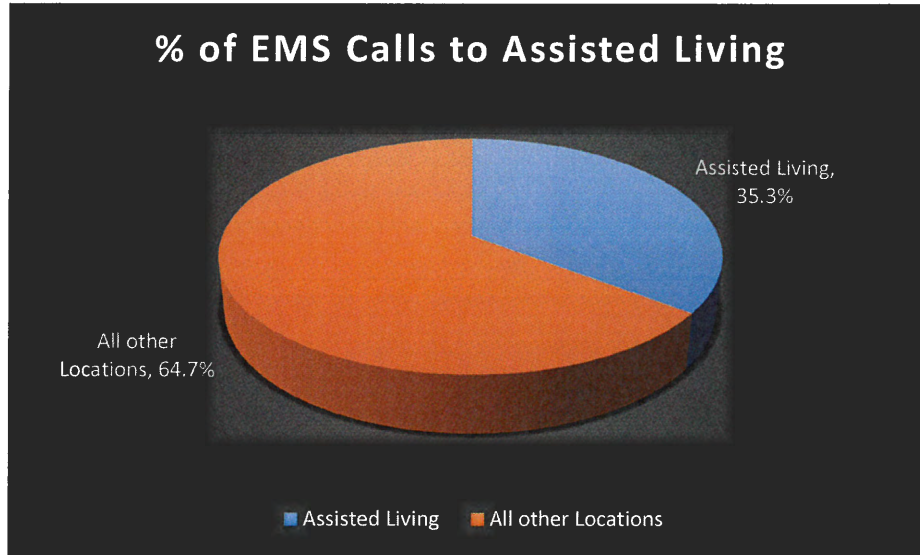
Vehicle Accident Response Maple Grove Road



HVFD 2021 Annual Report



2021 EMS Calls Breakdown



There were 1,073 Emergency Medical Service (EMS) or other calls answered in 2021. EMS/Rescue calls make up 900 of this group. Those break down into 896 EMS medical calls and 4 Rescue/Search/Extraction calls. Many of these EMS calls, 318 were at assisted living facilities within the city limits of Hermantown, MN. That is 35.3% of the 900 EMS calls were made to assisted living facilities in 2021. An additional 41 of the medical only calls (4.5% of the total of EMS calls) were made to the Essentia and Saint Luke's medical clinics within the city. A total of 39.9% of all of the medical calls in Hermantown last year were to licensed medical facilities.



HVFD 2021 Annual Report



Medical Response Photos



10-52 Response Extrication Ugstad Road and HWY 53



10-52 Response Maple Grove and Haines Road

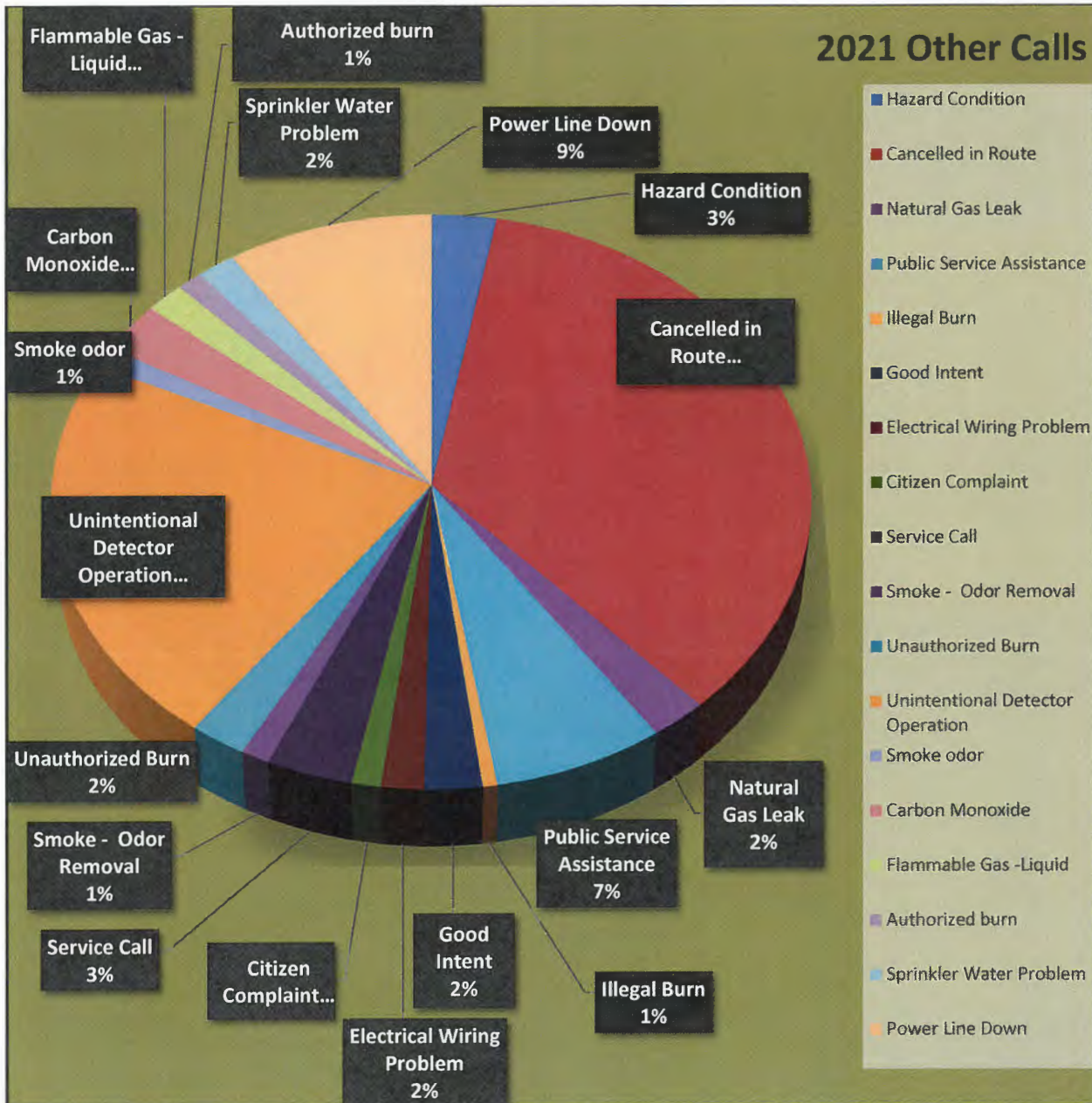


HVFD 2021 Annual Report



2021 Other Calls Breakdown

The other calls total 173 items and are spread across 18 different areas shown in the graph. A dry spring season, fuel leaks from vehicles and a number of natural gas leak events occurred during this year. The classification of these calls is determined by the primary response to each situation.





HVFD 2021 Annual Report



Apparatus

All current department apparatus as of the close of year 2021 are shown here.

Ladder 1



2003 E-One HP 75 Aerial Pumper

Utility Truck 1



2007 Ford F350 Super Duty Brush Rig

Tanker 1



2013 US Tanker 2000 Gallon

Engine 2



2016 E-One Rescue Pumper



HVFD 2021 Annual Report



Rescue 2



2019 Chevy Tahoe

Engine 1



2010 Sutphen Pumper

Engine 3



2021 E-One Pumper 2,500 Gallon

Rescue 3



2017 Chevy Tahoe

Rescue 4



2011 Ford F-250 Pickup

Rescue 1



2018 Chevy Tahoe



HVFD 2021 Annual Report



2021 Equipment Testing and Maintenance Information

Apparatus

Service was performed to pumps and engines on Engine 1, Ladder 1, Engine 2, and Engine 3 (Tanker 1) in 2021 for operating hour requirements and general repairs.

Engine 1 - 2.5 inch discharge ball valve replaced.

Engine 1 hose bed cover repaired.

Ladder 1 fuel gauge sensor replaced.

Engine 2 Upper hose bed Stairs added.

Engine 3 Upper hose bed stairs added

Routine weekly and monthly maintenance was performed on all apparatus during the year to confirm everything in good working order and in service.

Additional Equipment Maintenance

In April, all department portable fire extinguishers were tested in accordance with NFPA 10 all tags updated and extinguisher placed in service.

In August, the department annual ladder testing was performed in accordance with NFPA 1932 and all records updated.

In August, the department annual hose testing was completed per NFPA 1962.

In January SCBA masks were flow tested in accordance with NFPA 1981.

In December 2021 the SCBA Air Compressor was serviced to have new air filters and check valves cleaned.



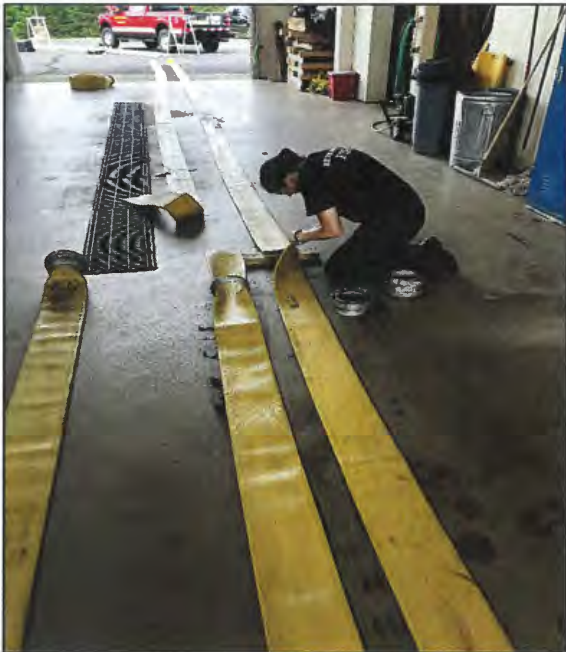
HVFD 2021 Annual Report



PPE Wear and Vehicle Decontamination 2021



COVID -19 PPE Inventory and Storage



Hose Repair 2021



Fire Hose Testing 2021

2021 Training Information



HVFD 2021 Annual Report



HVFD Monthly Training Sessions

Total of 352 hours.

January	First Responder Health & Wellness
February	MN Snowmobile Safety Course
March	Firefighter Search and RIT
April	HazMat Ops Refresher
May	N/A
June	WildLand and Weather
July	N/A
August	EMS Trauma
September	Fire Apparatus Drivers Training
October	Fire Apparatus Drafting and Operations
November	NFPA 1500 Bloodborne Pathogens Safety
December	EMS Continuing Education

HVFD Emergency Medical Responder/Technicians

Members completed 40 hour refresher course for National Registered EMTs
Total of 400 hours

HVFD Individuals Continuing Education

Members completed daily and monthly assignments through the HVFD Training Plan.
Total of 300.5 Hours.

HVFD Firefighter I/II & Officer Certifications

N/A

HVFD Community Education & Support

Members taught fire prevention, fire safety, conducted tours for business/schools, and performed numerous birthday visits, 5 childcare tours, and 5 car seat installation sessions.

Total of 30 Hours

Total hours of HVFD Training conducted in 2021 1082.5 hours



HVFD 2021 Annual Report



Fire Fighter Access Training



SCBA Turnout Gear Training





HVFD 2021 Annual Report



2021 Membership information

The department had 25 active members at the beginning of the year 2021.

2 new persons joined the department as a probationary member in 2021.

2 members completed probationary status and became full time members in 2021.

No members retired in 2021.

4 members left the department in 2021.

3 member deployed on active duty military orders in 2021.

There are currently 22 active members at the end of the year 2021.

Statistics

At this time there are 6 members on the department with over 20 years of service and qualified for full retirement.

There is 1 member with greater than 10 years of service time but less than 20 years.

There are 4 members with more than 5 years of service time and less than 10 years total service time.

There are 11 members with less than 5 years of total service time.

There are currently 5 probationary members on the department.



HVFD 2021 Annual Report



2021 Fire Awareness and Community Outreach

- Provided on-site medical responders for home football games at Hermantown High School.
- Provided ladder truck and support for the Duluth Police Service Dog in line of service death caravan on I-35.
- Participated in many local parades and birthday drive by celebrations in the community during the year.
- Participated in the national night out event at the city center Fire hall 1.
- Provided fire safety training to the students at the Hermantown elementary school on site for the public safety day.
- Provided traffic control and medical staff for the 5k race on St. Patricks day on Arrowhead and Stebner Road.
- Cub Scouts Hall 1 fire tour and badge training in November.
- Provided donations to two families in Hermantown for Christmas gifts.

Fire Awareness and Community Photos



Kindergarten Visit April 2021



National Night Out August 2021



HVFD 2021 Annual Report



Bike Training Elementary School May 2021



St Patrick's Day 5K March 2021



HVFD 2021 Annual Report



Annual Summary for the HVFD

Members

Total Number of Active Members: 22
2021 Retired Members: 0
Members Eligible to Retire in 2021*: 6
Paramedics: 2
EMTs: 13
First Responders: 22
Probationary: 5
Medical Only: 0
Associate Members: 0
18% Decrease in membership from Jan. to Dec.

Total Volunteer Hours Recorded

Business Meeting Hours: 216
Activity Report Hours: 685
Call Hours: 3,480
Training Hours: 1,802
Total = 6,183
15% Decrease in volunteer hours in 2021 from 2020 Due to COVID Restrictions

Overall Average Response Time:

8.3 minutes

Call Summary

Total Dispatches: **1,103**
Rescue & Emergency Medical Services: 900
Fire: 30
Hazardous Condition: 37
False Alarm – False Call: 43
Good Intent Call: 69
Service Calls: 24

2.7% increase in call volume in 2021 from 2020

Mutual Aid Calls

Mutual Aid Given: 21
Mutual Aid Received: 6

Average Attendance Per Call

Number of members on Scene: 3.1

*20 Years of Service full retirement vesting



HVFD 2021 Annual Report



Additional HVFD 2021 Annual Report Summary Discussion

Successes in 2021

The department answered all but 2 of its 911 calls in a busy year of both fire and emergency medical service requirements. Mutual aid was utilized to support the department on the unanswered calls. The addition of a Monday through Friday daytime duty crew in 2017 has reduced the department call response time by an overall average of approximately 1.5 minutes. Response time to calls during the day for the duty crew averages 5.2 minutes. This is a major step in providing top quality care and response to the community. The COVID -19 pandemic required additional efforts in scheduling and testing of the members to ensure enough people would always be available during the crisis to respond. The Department equipment was kept in service and the operational availability of each hall was maintained at 100% by rotating vehicles and planning maintenance among the apparatus. Training and qualifications were maintained and met for all members in the year 2021.

Opportunities in 2021

The department has been limited in its ability to interact with the public this year due to the COVID -19 pandemic. Our time has been focused on drive by parades for birthdays and anniversaries. The national night out event was held at the Hermantown city hall in August with HVFD providing fire tours and demonstrations. The department added 1 new Fire engine, number 3, to its inventory and retired the 1991 tanker which was sold to another department. The department's efforts have been focused on procuring, masks, gowns and face shields that can keep the department capable of responding with fully decontaminated gear after each call. Additional personnel have been housed at hall 1 this year as rotational housing, as members of HVFD while in training as students at the Air national Guard base. Most of the open houses and community events in 2021 were cancelled.

Challenges in 2021

The department continues to face increases in emergency medical calls each year. The largest portion of them to assisted living facilities and medical clinics. There are now numerous times each month where we have multiple calls occurring at the same time of the day. As we evaluate our performance, a plan to extend duty crew hour ranges and timing is the next logical step for the highest call hours of the day. Budget discussions held with the city this year focused on this as a key point to continued service levels. The chart on the next page details the facilities we service in Hermantown and the number of total calls to each in 2021. Our department answered more calls in 2021 than the four surrounding departments combined (Proctor, Grand Lake, Solway and Canosia). Although, we did this with the same number of staff as any one of the other departments, and this continues to put a strain on our members.

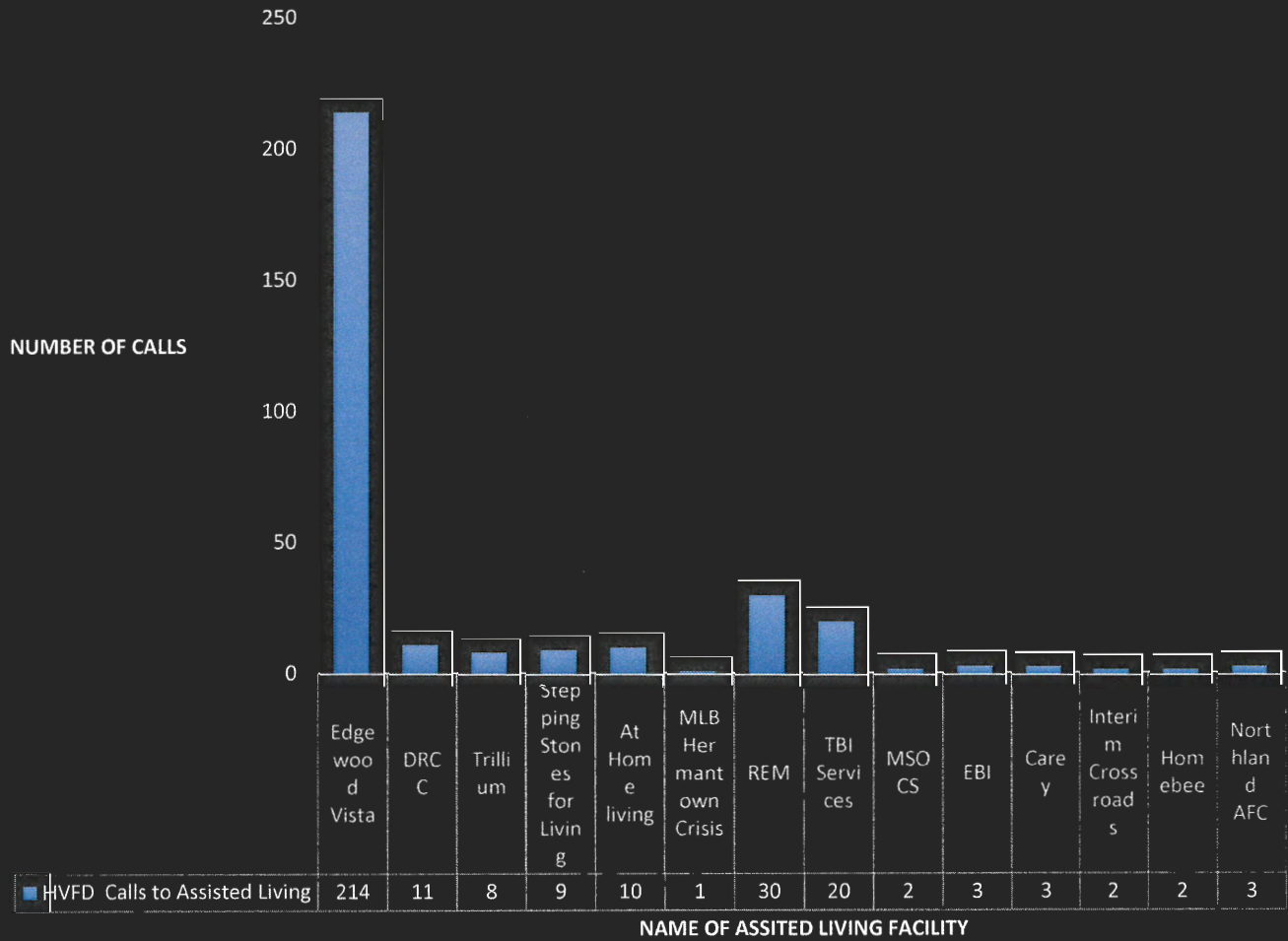


HVFD 2021 Annual Report



2021 Run Data for Assisted Living Facilities in Hermantown

2021 HVFD Calls to Assisted Living Facilities





HVFD 2021 Annual Report



Appendix 1: Minnesota State Fire Report Data:

NFIRS Run Data Report - Alarm to Arrival

This Report Doesn't Include Times Greater Than 90 Minutes

Response Times	Number of Incidents	Percent of Total
1 - 2.0 Minutes	16	1.56%
2 - 3.0 Minutes	19	1.85%
3 - 4.0 Minutes	57	5.54%
4 - 5.0 Minutes	112	10.89%
5 - 6.0 Minutes	146	14.20%
6 - 7.0 Minutes	154	14.98%
7 - 8.0 Minutes	104	10.12%
8 - 9.0 Minutes	98	9.53%
9 - 10.0 Minutes	98	9.53%
10 - 11.0 Minutes	66	6.42%
11 - 12.0 Minutes	49	4.77%
12 - 13.0 Minutes	38	3.70%
13 - 14.0 Minutes	28	2.72%
14 - 15.0 Minutes	13	1.26%
15 - 16.0 Minutes	12	1.17%
16 - 17.0 Minutes	5	0.49%
17 - 18.0 Minutes	5	0.49%
18 - 19.0 Minutes	3	0.29%
19 - 20.0 Minutes	1	0.10%
23 - 24.0 Minutes	2	0.19%
25 - 26.0 Minutes	1	0.10%
27 - 28.0 Minutes	1	0.10%
	Total: 1,028	Total: 100.00%

95% Fractile responses

Description

This Report Doesn't Include Times Greater Than 90 Minutes



HVFD 2021 Annual Report



Annual Fire Situation Report Summary

Eds nrslasupat

Annual Fire Situation Report - Summary

Basic Incident Type Code And Description (FD1.21)	Total Fires
111 - Building fire	6
113 - Cooking fire, confined to container	3
116 - Fuel burner/boiler malfunction, fire confined	1
118 - Trash or rubbish fire, contained	5
130 - Mobile property (vehicle) fire, other	1
131 - Passenger vehicle fire	5
138 - Off-road vehicle or heavy equipment fire	1
140 - Natural vegetation fire, other	1
141 - Forest, woods or wildland fire	2
142 - Brush or brush-and-grass mixture fire	2
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	13
321 - EMS call, excluding vehicle accident with injury	638
322 - Motor vehicle accident with injuries	37
324 - Motor vehicle accident with no injuries	8
341 - Search for person on land	4
400 - Hazardous condition, other	5
411 - Gasoline or other flammable liquid spill	3
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	5
440 - Electrical wiring/equipment problem, other	3
444 - Power line down	16
480 - Attempted burning, illegal action, other	1
512 - Ring or jewelry removal	1
522 - Water or steam leak	2
531 - Smoke or odor removal	2
550 - Public service assistance, other	12
553 - Public service	3
561 - Unauthorized burning	4
611 - Dispatched and cancelled en route	59
6111 - EMS Dispatched and cancelled en route	2
622 - No incident found on arrival at dispatch address	4
631 - Authorized controlled burning	2
651 - Smoke scare, odor of smoke	2
731 - Sprinkler activation due to malfunction	2
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	4
741 - Sprinkler activation, no fire - unintentional	1
744 - Detector activation, no fire - unintentional	33
745 - Alarm system activation, no fire - unintentional	2
Total:	1,103

Report Filters

Basic Incident Date Time is between '1/1/2021 12:00 AM' and '12/31/2021 11:59 PM'



HVFD 2021 Annual Report



Elite malfirereport

Annual Alarm Report - Summary

Basic Incident Type Category (FD1.21)	Total Alarms
1 - Fire	30
3 - Rescue & Emergency Medical Service Incident	900
4 - Hazardous Condition (No Fire)	37
5 - Service Call	24
6 - Good Intent Call	69
7 - False Alarm & False Call	43
	Total: 1,103

NFIRS Run Data Report - Average Non- Transport Call PSAP to Alarm

Apparatus Resource Vehicle Call Sign	Total Incidents	Total Call Time	Average Call Time
Brush Truck	13		
Engine 1	36		
Engine 2	19		
Engine 3	58		
Ladder 1	9		
POV	678		
Rescue 1	630		
Rescue 2	292		
Rescue 3	118		
Rescue 4	26		
Tanker 1	8		



HVFD 2021 Annual Report



NFIRS Run Data Report - Mutual Aid Given Summary	
Basic Incident Type Code And Description (FD1.21)	Number of Incidents
Basic Aid Given Their Fire Department ID (FD1.23): (None)	
111 - Building fire	5
311 - Medical assist, assist EMS crew	1
321 - EMS call, excluding vehicle accident with injury	9
322 - Motor vehicle accident with injuries	1
341 - Search for person on land	2
622 - No incident found on arrival at dispatch address	1
736 - CO detector activation due to malfunction	1
	Total: 20
Basic Aid Given Their Fire Department ID (FD1.23): 69149	
160 - Special outside fire, other	1
	Total: 1
	Total: 21

NFIRS Run Data Report - Mutual Aid Received Summary	
Basic Incident Type Code And Description (FD1.21)	Number of Incidents
131 - Passenger vehicle fire	1
141 - Forest, woods or wildland fire	1
142 - Brush or brush-and-grass mixture fire	1
321 - EMS call, excluding vehicle accident with injury	2
440 - Electrical wiring/equipment problem, other	1
	Total: 6

Date: April 13, 2022
To: City Council
From: John Mulder, City Administrator
RE: Correspondence

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>
3/28/2022	22-37	Mike Marshall, Fire Chief	Mayor & City Council	HVFD 2021 Annual Report	3/28/2022
3/31/2022	22-38	Scott Fahlsing, 4973 Marko Dr.	Park Board	Thank You	3/31/2022
3/31/2022	22-39	Amy Hadiaris, MN Pollution Control Agency	John Mulder, City Administrator	4289 Ugstad Rd., Approval of RAP Implementation Report	3/31/2022
4/8/2022	22-40	Don & Cindy Burcar, 5050 Maple Grove Rd.	Jackie Dolentz, City Clerk	Appeal market value of property 395-0010-06200	4/7/2022

CITY OF HERMANTOWN
CITY COUNCIL MEETING
April 4, 2022
6:30 p.m.

MEETING CONDUCTED IN PERSON & VIA ZOOM

PLEDGE OF ALLEGIANCE

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

CITY STAFF: John Mulder, City Administrator; Jackie Dolentz, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications Manager; Kevin Orme, Finance Director; Paul Sens, Public Works Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

ABSENT: Geissler

VISITORS: 6

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 22-31 through and including 22-36 were read and placed on file.

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve March 21, 2022 City Council Continuation Minutes
- B. Approve general city warrants from March 16, 2022 through March 31, 2022 in the amount of \$288,835.64

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

MOTIONS

ORDINANCES

2022-03 An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Modifying The Rules Governing The Perimeter Of The Exterior Licensed Space

Second Reading

Motion made by Councilor Hauschild, seconded by Councilor Peterson, to adopt Ordinance 2022-03, An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Modifying The Rules Governing The Perimeter Of The Exterior Licensed Space. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-04 An Ordinance Amending Section 1020, Design Standards, Of The Hermantown Zoning Code

Second Reading

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Ordinance 2022-04, An Ordinance Amending Section 1020, Design Standards, Of The Hermantown Zoning Code. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

RESOLUTIONS

2022-37 Resolution Authorizing The Director Of Finance & Administration To Make 2021 Transfers Between Funds

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to amend and adopt Resolution 2022-37 Resolution Authorizing The Director Of Finance & Administration To Make 2021 Transfers Between Funds. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-38 A Resolution To Elect The Standard Allowance Available Under The Revenue Loss Provision Of The Coronavirus Local Fiscal Recovery Fund Established Under The American Rescue Plan Act

Motion made by Councilor Nelson, seconded by Councilor Peterson, to adopt Resolution 2022-38 A Resolution To Elect The Standard Allowance Available Under The Revenue Loss Provision Of The Coronavirus Local Fiscal Recovery Fund Established Under The American Rescue Plan Act. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-39 Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 3741 Getchell Road And Imposing Conditions Thereon

Motion made by Councilor Hauschild, seconded by Councilor Peterson, to adopt Resolution 2022-39, Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 3741 Getchell Road And Imposing Conditions Thereon.

Adam Lilyquist, 3741 Getchell Road, spoke to the City Council in favor of this resolution.

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

2022-40 Resolution Approving An Extension Of The Final Planned Unit Development Plan For Engwall's Redevelopment

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to adopt Resolution 2022-40, Resolution Approving An Extension Of The Final Planned Unit Development Plan For Engwall's Redevelopment. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-41 Resolution Approving An Extension Of The Final Planned Unit Development Plan For The Pillars Of Hermantown

Motion made by Councilor Nelson, seconded by Councilor Peterson, to adopt Resolution 2022-41, Resolution Approving An Extension Of The Final Planned Unit Development Plan For The Pillars Of Hermantown. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-42 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Utility Service Agreement With Titan Premier, LLC

Motion made by Councilor Hauschild, seconded by Councilor Nelson, to adopt Resolution 2022-42, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Utility Service Agreement With Titan Premier, LLC. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-43 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering & Park Planning Services With A Total Not To Exceed Contract Amount Of \$19,650.00 For Park Improvements At Fichtner Park With Northland Consulting Engineers

Motion made by Councilor Peterson, seconded by Councilor Nelson, to adopt Resolution 2022-43, Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Engineering & Park Planning Services With A Total Not To Exceed Contract Amount Of \$19,650.00 For Park Improvements At Fichtner Park With Northland Consulting Engineers. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-44 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With The Hermantown Youth Soccer Association

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to adopt Resolution 2022-44, Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With The Hermantown Youth Soccer Association. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-45 Resolution Receiving Bids And Awarding Contract For Purchase Of An Advanced Metering Infrastructure For Water Meters In The Amount Of \$408,620

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Resolution 2022-45, Resolution Receiving Bids And Awarding Contract For Purchase Of An Advanced Metering Infrastructure For Water Meters In The Amount Of \$408,620. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-46 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gethsemane Covenant Church Of Hermantown For The Ugstad Road And Arrowhead Road Improvement

Motion made by Councilor Peterson, seconded by Councilor Nelson, to adopt Resolution 2022-46, Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gethsemane Covenant Church Of Hermantown For The Ugstad Road And Arrowhead Road Improvement. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-47 Resolution Approving The Employment Of Adam Schminski As The Certified Building Official

Motion made by Councilor Nelson, seconded by Councilor Peterson, to adopt Resolution 2022-47, Resolution Approving The Employment Of Adam Schminski As The Certified Building Official. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-48 Resolution Approving A Financial Conflict Of Interest Policy For Purchases With Federal Funds To The City Handbook

Motion made by Councilor Hauschild, seconded by Councilor Peterson, to adopt Resolution 2022-48, Resolution Approving A Financial Conflict Of Interest Policy For Purchases With Federal Funds To The City Handbook. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2022-49 Resolution Approving Wage Increase For The City Administrator

Motion made by Councilor Peterson, seconded by Councilor Nelson, to adopt Resolution 2022-49, Resolution Approving Wage Increase For The City Administrator. Roll Call: Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

Motion made by Councilor Nelson, seconded by Peterson, to recess the meeting at 6:57 p.m. Motion carried.

Mayor

ATTEST:

City Clerk

CITY OF HERMANTOWN

CHECKS #68607-68639
04/01/2022-04/15/2022

PAYROLL CHECKS

Electronic Checks - #69518-69558 \$72,535.13

LIABILITY CHECKS

Electronic Checks - #69559-69560 \$77,118.36

Electronic Checks - #69514-69518 \$55,661.76

Check - #68607-68610 \$5,375.40

PAYROLL EXPENSE TOTAL \$210,690.65

ACCOUNTS PAYABLE

Check - #68611-68639 \$177,400.72

Electronic Payments #-99781-99785 \$47,322.37

ACCOUNTS PAYABLE TOTAL \$224,723.09

TOTAL \$435,413.74

4/13/2022

Page 1

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,122.02	-99785
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica March	96.00	-99784
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins April-Inactives	1,396.06	-99783
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins April-Inactives	873.65	-99783
101	414100	Elections	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	25.50	-99782
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	4,367.75	-99782
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	1,250.00	-99782
101	419901	City Hall & Police Building Maintenance	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	812.50	-99782
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	21,250.00	-99782
101	422901	Firehall #1 Maple Grove Road	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	250.00	-99782
101	424100	Building Inspection	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	1,437.50	-99782
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	3,787.50	-99782
101	431901	City Garage	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	250.00	-99782
101	452100	Parks	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	250.00	-99782
260	456101	Cable	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	37.50	-99782
230	465100	HEDA	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	200.50	-99782
101	490100	Cemetery	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	25.00	-99782
601	494300	Water Distribution	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	2,875.00	-99782
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	1,250.00	-99782
602	494500	Sewer Maintenance	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	1,687.50	-99782
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	837.50	-99782
101	452200	Community Building	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	125.00	-99782
603	441100	Storm Water	FURTHER ELECTRONIC PAYMENTS	2nd Qtr VEBA 2022	2,006.25	-99782
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,109.64	-99781
101	362430	Refund & Reimbursement	A-LIGN PROPERTIES	Overpayment of Legal/Eng Fees	195.00	68611
230	465100	HEDA	BOUCHER, WAYNE	Duluth/St. Louis County Days	482.40	68612
230	465100	HEDA	BOUCHER, WAYNE	Duluth/St. Louis County Days	211.67	68612
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	79.98	68613
101	415300	Administration & Finance	CUNNINGHAM, DANA	Ehler's Conference Mileage	175.50	68614
101	415300	Administration & Finance	DOLENTZ, JACKIE	MCFOA Conference Meals/Mileage	231.89	68615
101	421100	Police Administration	DVS RENEWAL	2018 Ford XPL	14.25	68616
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 19	56.91	68617
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ordinance 2022-01 Purch Policy	74.25	68618
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	33.00	68618
240	433500	Water Improvements	HERMANTOWN STAR LLC	Water Meter Bids	280.50	68618
101	422100	Fire Administration	HERMANTOWN VOLUNTEER FIRE DEPT	2nd QTR Fire Protection	134,198.75	68619
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	406.25	68620
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Folders/Highlighters	52.06	68621

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	White Glass Marker Board	285.25	68621
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Speakers	20.17	68621
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Envelopes	21.11	68621
101	421100	Police Administration	KOLAR	Vehicle Repair 20 Chev Tahoe	41.74	68622
101	419901	City Hall & Police Building Maintenance	MENARD INC	Brush/Primer	27.37	68623
101	419901	City Hall & Police Building Maintenance	MENARD INC	Bowl Cleaners/Clock/Spackle	122.98	68623
101	421100	Police Administration	METRO SALES INC	Copier Lease	334.55	68624
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Vatne Life Insurance-Inactive	5.31	68625
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Feb Internet	360.00	68626
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Feb Internet	90.00	68626
601	220100	Refund Payable	NELSON, ROBERT	Refund Utility Acct#1020-01	23.00	68627
101	421100	Police Administration	NEXTEC SYSTEMS	Training AV Replacement-PD	8,917.23	68628
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	480.00	68629
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2350 402 Reconciliation	480.00	68629
475	431100	Street Department	NORTHLAND CONSULTING ENGINEERS L.L.P.	10 Year RIP	160.00	68629
101	431100	Street Department	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2313 MSA	85.00	68629
240	433200	Water Tower	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water Tower RFP	420.00	68629
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Richard Lindgren - SAP 202-080	5,858.00	68629
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	1,760.00	68629
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Road Feasibility St	3,800.00	68629
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2337 DUWAC Meeting	320.00	68629
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2339 Keen Creek LOMR	80.00	68629
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Pre-Agenda, City Council, Four	2,240.00	68629
101	421100	Police Administration	NORTHSTAR FORD	Recalls/Repair Power Seat/Batt	807.57	68630
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	QRTLY Meter Jan 30-April 29	269.13	68631
601	220100	Refund Payable	POOLE, MOLLY	Overpayment Acct#0451-03	18.59	68632
101	431100	Street Department	SENST, PAUL	Reimburse Safety Boots	100.00	68633
601	494300	Water Distribution	SENST, PAUL	Reimburse Safety Boots	50.00	68633
602	494500	Sewer Maintenance	SENST, PAUL	Reimburse Safety Boots	50.00	68633
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract	117.30	68634
101	414100	Elections	ST LOUIS COUNTY AUDITOR	Election Equip Maintenance	435.00	68635
230	465100	HEDA	STORY NORTH PRODUCTIONS	Video Production	11,900.00	68636
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease Toshiba	145.57	68637
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 12	59.52	68638
230	465100	HEDA	WICKLUND, JOE	Reimburse Hotel/Food/Mileage-S	1,023.92	68639

Totals: 73 records printed

224,723.09

TO: Mayor & City Council

FROM: John Mulder, City Administrator



DATE: April 13, 2022

Meeting Date: 04/08/2022

SUBJECT: Construction Manager – Ice
Arena

Agenda Item: 12-A

Resolution: 2022-50

REQUESTED ACTION

Approve a resolution authorizing the negotiations with a firm to be the construction manager at risk for the Ice Arena conditioned upon the passage of the sales tax referendum.

BACKGROUND

On March 7, 2022, the City Council approved a Request for Proposals (RFP) for a construction manager at risk for the ice arena portion of the Community Recreation Initiative. The RFP was sent out to five local firms, three of them responded with proposals by the deadline of April 7th. The three firms were ICS with JLG Ice; Kraus Anderson with DSGW Architects; and Johnson Wilson with the 292 Group.

All three firms were invited to interviews that were held on Tuesday, April 12, 2022. The interview panel included: Mayor Boucher, Dave Huttel, Jesse Stokke, Tim Peterson, and myself. Following the interviews, we had a brief discussion, but decided to wait until Friday morning April 15th, to discuss it more and develop a recommendation.

SOURCE OF FUNDS (if applicable)

General Fund

ATTACHMENTS

Resolution No. 2022-50

**RESOLUTION AUTHORIZING AND DIRECTING
THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS OF AN
AGREEMENT FOR A CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT
BETWEEN THE CITY OF HERMANTOWN AND KRAUS-ANDERSON
CONSTRUCTION COMPANY**

WHEREAS, the City of Hermantown (“City”) solicited proposals for a contract for a Construction Manager at Risk (“CMAR”) for the construction of a hockey arena (“Arena”) in connection with the Hermantown Community Recreation Initiative; and

WHEREAS, proposals were received from Kraus-Anderson Construction Company, Johnson Wilson Constructors and ICS; and

WHEREAS, the proposals were reviewed by the City Administrator and the proposers were interviewed by a panel (“Interview Panel”) that included representatives of the Independent School District No. 700, Hermantown Amateur Hockey Association, City and the community; and

WHEREAS, the Interview Panel recommended that Kraus-Anderson Construction Company be selected for the City with whom to negotiate a CMAR Contract; and

WHEREAS, the City Administrator concurs with the recommendation of the Interview Panel.

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

1. Kraus-Anderson Construction Company is hereby selected as the party with whom the City Administrator will negotiate the terms and provisions of a CMAR Contract.
2. The CMAR Contract negotiated by the City Administrator will be presented to the City Council for final approval.

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 April 18, 2022.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: April 7, 2021
SUBJECT: Water Distribution System
Evaluation and Modeling



Meeting Date: 04/18/2022

Agenda Item: 12-B

Resolution: 2022-51

REQUESTED ACTION

Approve Short Elliot Hendrickson, Inc.'s proposal to provide engineering services for the Water Distribution System Evaluation and Modeling project.

BACKGROUND

We have reviewed all the proposals that were received on March 24, 2022. Short Elliot Hendrickson, Inc. had the best knowledge of the scope of the project and scored the highest of the proposals received. They also had the lowest submitted project fee of \$25,470.00. We recommend awarding the contract for the Water Distribution System Evaluation and Modeling to Short Elliot Hendrickson, Inc.

SOURCE OF FUNDS (if applicable)

240-494300-319

ATTACHMENTS

Professional Services Agreement

Resolution No. 2022-51

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SHORT ELLIOT HENDRICKSON, INC. FOR WATER DISTRIBUTION SYSTEM EVALUATION AND MODELING IN THE AMOUNT OF \$25,470

WHEREAS, the City of Hermantown (“City”) desires to have a water distribution evaluation and modeling report created (“Project”); and

WHEREAS, Short Elliot Hendrickson, Inc. submitted a proposal dated March 31, 2022 (“Proposal”) in the amount of \$25,470; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Proposal; and

WHEREAS, City and Short Elliot Hendrickson, Inc. desire to enter into a Professional Services Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota that the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Professional Services Agreement with Short Elliot Hendrickson, Inc. substantially in the form of the one attached hereto as **Exhibit A**.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 18, 2022.

EXHIBIT A

**AGREEMENT FOR CONSULTING SERVICES
FOR THE STUDY OF WATER DISTRIBUTION SYSTEM EVALUATION AND
MODELING**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the ____ day of _____, 2022 by and between the **City of Hermantown**, hereinafter referred to as “City”, and **Short-Elliott-Hendrickson, Incorporated**, hereinafter referred to as “Consultant”, in response to the following situation:

A. City desires to obtain consultant services for the Water Distribution System Evaluation and Modeling (“Project”).

B. Consultant submitted a response to the City’s request for consulting services solicited by the City; and

C. Consultant is willing to provide consulting services to City pursuant to the terms of this Agreement.

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

1. Services to be Performed.

1.1 The scope of Engineering Services to be provided to City by Consultant is as set forth in Consultant’s response to the RFP dated March 31, 2022 (“RFP Response”), a copy of which is attached hereto as Exhibit A.

1.2 The principal contact person for Consultant is Chad Katzenberger.

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

3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of City. The subcontractors identified in the Proposal are hereby approved.

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

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

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

7. 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:

7.1 Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

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

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

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 City 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 City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, 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. City shall be named as additional insured under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant

shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Consultant.

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

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in the attached Exhibit A. Consultant shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. The Consultant's compensation shall not exceed \$25,470.00 and shall be based on actual hours spent in the performance of Consultant's services.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

11. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

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

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

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

Consultant shall provide City with copies of all Project Materials

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

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

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

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

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

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

Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. Consultant's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

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

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

19. City Engineer Relationship. David Bolf is the City Engineer and the brother of Matt Bolf who works for Consultant. David Bolf has advised the City that he will not receive any personal financial benefit from this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]


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

CITY:
City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

CONSULTANT:
Short-Elliott-Hendrickson, Inc.

By  _____
Its Principal

TO: Mayor & City Council

FROM: John Mulder, City Administrator



DATE: April 13, 2022

Meeting Date: 04/18/2022

SUBJECT: RFP – Comprehensive Plan

Agenda Item: 12-C

Resolution: 2022-52

REQUESTED ACTION

Approve a Request for Proposals to hire a consultant to develop an updated Comprehensive Plan.

BACKGROUND

The City's current comprehensive plan dates back to 2000 and needs to be updated considering the growth of the City over the past 20 years, and the projected growth in the coming years. The attached RFP was developed in order to hire a consulting firm to assist the City in this process. It is anticipated that this process will take 18 to 24 months and it will imperative that we fully engage the residents in this process. This time frame would have the City Council making the selection of the firm on June 6, 2022.

SOURCE OF FUNDS (if applicable)

245-419100-219 American Rescue Funds – Community Development

ATTACHMENTS

Resolution No. 2022-52

**RESOLUTION APPROVING REQUESTS FOR PROPOSALS (“RFP”)
FOR CONSULTANT SERVICES TO PREPARE AN UPDATED COMPREHENSIVE
PLAN**

WHEREAS, the Community Development Director and City Administrator have prepared the Request for Proposals (“RFP”) attached hereto as Exhibit A seeking qualified consulting firms to prepare an updated Comprehensive Plan for the City of Hermantown 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 April 18, 2022.

EXHIBIT A



REQUEST FOR PROPOSAL
CITY OF HERMANTOWN, MN

April 18, 2022

COMPREHENSIVE PLAN UPDATE

PROPOSALS DUE THURSDAY, May 13, 2022 AT 2:00 PM

SUBMIT TO

eric.johnson@hermantownmn.com

Eric Johnson

Community Development Director

City of Hermantown

5105 Maple Grove Road

Hermantown, MN 55811

SECTION 1. GENERAL INFORMATION

This document is a Request for Proposals (RFP) for consultant services to update the Comprehensive Plan for the City of Hermantown, Minnesota.

The purpose of this Request for Proposals (RFP) is for the City of Hermantown (City) to solicit proposals from qualified planning firms/consultants to develop a new and uniquely formatted community-wide comprehensive plan. The area to be considered in this comprehensive plan update will include the City's corporate boundary area. The comprehensive plan will serve as the guiding document for growth and development regarding land use, zoning, utility construction, economic development, traffic management, recreation, capital budgeting, provision of municipal services and facilities, housing, and community engagement.

Hermantown's last comprehensive development plan was completed in 2000 and has become outdated in dealing with current issues related to a growing community. It is the City's desire that there be significant and meaningful community participation in preparation of the plan and that the consulting team includes substantial opportunities for citizen participation in the planning process.

The City Council committed to a new Comprehensive Plan with the allocation of funds in the FY2021 and anticipated 2022 budgets.

Specific information on City water and sanitary sewer services, Highway 53 Corridor planning study, Adolph Small Area Plan and the City's Parks and Trails Master Plan can be found on the City's website www.hermantownmn.com.

The planning firm selected by the City will provide consultation, technical services, citizen surveys, mapping, agency coordination and citizen participation and complying with planning statutes of the State of Minnesota.

All firms who receive or download this RFP are requested to register their name and email address by sending an email to eric.johnson@hermantownmn.com. Any revisions or corrections to this RFP after posting will be communicated to those registered. Failure to register may result in nonparticipation of the RFP process. A proposal will not be considered if it fails to include all requested information as detailed in this original RFP and any subsequent modifications.

Any requests for additional information needed for the preparation of the proposal should be directed to Eric Johnson, Community Development Director at 218-729-3618, or eric.johnson@hermantownmn.com. All questions must be received before 1:00 p.m., May 4, 2022. Questions received after that time will not be addressed.

Submittal of Proposal

Please provide one (1) electronic (PDF) copy of the proposal for the evaluation process. Address submittals to:

eric.johnson@hermantownmn.com

Eric Johnson
Community Development Director
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Submittals will be accepted until 2:00 p.m. on May 13, 2022.

SECTION 2. COMMUNITY BACKGROUND

The City of Hermantown was originally formed as a township in 1867 and became a City in 1976. A mayor and a four-member city council govern it. The mayor and council employ a City Administrator to direct the day to day operations of city government.

Departments of the city include: Police, Public Works, Communications, Finance and Planning/Community Development. The City has a volunteer fire department and utilizes a consultant for the roll of City Engineer. Planning services are provided by the Community Development Director, Eric Johnson.

The City has a seven member Planning and Zoning Commission, a five member Zoning Board of Appeals and Adjustments and a 7 member Hermantown Economic Development Association (HEDA).

The 2020 estimated population is 10,221, an increase of 8.5% since the 2010 Census. The city generally adds 30 single-family houses per year. Growth has been continuous in Hermantown over the last several decades, including 51% growth since a 6,761 population in the 1990 Census. Since 2018, the City has been receiving inquiries from developers for multi-family housing sites.

More information on the City of Hermantown can be found on the city website and related links at www.hermantownmn.com

SECTION 3: OVERALL SCOPE OF SERVICES

The final scope of services will be developed in collaboration with the selected firm. Components of the Plan, at a minimum, will include:

1. Participatory Process – Develop, coordinate and conduct an in depth public process to encourage citizen input. The interaction and participation of residents, business leaders, elected officials, and administration is critical for the development and success of the plan. A participation program shall be developed to incorporate local knowledge and experience.

2. Background – Provide and analyze the historical background of development in the city. Include current conditions and trends as well as emerging issues that have long-term implications.

3. Assumptions – Analyze the assumed effects of external forces (physical, social, economic, and political) on the future of the local community. Issues and forecasts of local and regional growth will be included.

4. Vision/Overview of the Plan – Provide a vision or alternative visions of the long-term future design and character of the community. The vision will represent interests of a broad range of citizens rather than a few special-interest groups. Cost/benefit implications of each alternative shall be included.

5. Planning Elements – Include discussion on land use, transportation, community facilities, utilities, natural resources, parks and open space, image and opportunities, etc.

6. Short and Long Term goals – Discuss and illustrate the potential short and long term impacts of the plan on the community.

7. Implementation/Action Steps – Develop a list of strategies and implementation measures to accomplish the goals and objectives of the plan.

SECTION 4: CITY PRIORITIES:

In addition to the components identified above, the following issues are priorities of the City of Hermantown, and shall be addressed in the Comprehensive Plan:

Enhance quality of life and support land values

- The City revised its Planned Unit Development (PUD) zoning ordinance in 2021. Utilize the adopted ordinance to help identify strategies to facilitate development while minimizing any potential impacts or conflicts to existing residential neighborhoods.
- The City of Hermantown completed a Park and Trails Master Plan in 2018. The Comprehensive plan shall incorporate this plan.
- The City has numerous wetland areas, associated open space and streams. The Comprehensive Plan will address ways to facilitate development while conserving and protecting these wetland and streams.
- Identify methods to maximize land values while conserving or preserving critical or important natural areas.
- The City maintains the sanitary and water infrastructure. Evaluate opportunities for expansion of the existing service area to facilitate growth and development.

Support Economic Development

- The City has access to three state highways. State Highway 53 (Miller Trunk Highway) along the northern portion of the City, Highway 194 running along the northern portion of the City and State Highway 2 along the south. The roadway infrastructure provides

proximity to northern lakes, the Iron Range of Minnesota, the City of Duluth and Interstate 35. Identify strategies to maximize these assets.

- The City desires to increase land available for job growth, primarily light industrial and business park. Identify appropriate opportunities, while also identifying market constraints to this growth.
- The City's Economic Development Authority (HEDA) has been updating their Strategic Plan since 2020. Aligning land use plans to the HEDA's strategic plan is important to ensure that available land is used for the highest and best use in relation to the HEDA's long-term economic diversification and stability.
- Identify public investments and city standards required to support the desired community image and associated development goals.

Evaluate Adequacy and Relevance of existing ordinances

- Review current city ordinances and policies in relationship to achieving the desired outcomes envisioned by the Comprehensive Plan. Outline strategies for accomplishing consistency.

Housing

- The City is primarily comprised of larger lot, single family residential homes ranging in size from ½ acre to 20+ acres. The three existing residential zoning districts identify minimum lot sizes of ½ acre, 2.5 acres and 5 acres respectively. In the last three years there has been increasing interest in developers looking for other housing options (small lot residential, twinhomes and apartments).
- Forecast appropriate housing levels to include these varying housing types along with opportunities for affordable housing.
- Forecast how Hermantown will be affected by various age groups within the population, in terms of housing demand and services.

Other

- The City abuts the Duluth International Airport along its northern boundary. The City belongs to the Joint Airport Zoning Board (JAZB). An airport zoning ordinance has been prepared by JAZB with specific sections of the ordinance incorporated into the City's zoning ordinance. Utilize the adopted ordinance(s) to help identify strategies to facilitate development while minimizing any long-term, negative impacts.

SECTION 5: PROPOSAL

The proposal submittal shall contain only the information requested below.

Proposal Format

The submittal should follow the Table of Contents listed below:

1. General Information
2. Project Understanding
3. Project Approach
4. Proposed Project Team and Experience
5. Schedule
6. Any Additional Information as Needed
7. Total Consultant Cost

A brief description of each section is as follows:

1. General Information Provide general information and a brief history of the consultant's firm. Include similar information on key subconsultants, if any, proposed for the project.
2. Project Understanding Include a summary of the consultant's understanding of this project.
3. Project Approach Provide specific approaches, methods, and assumptions that will be utilized to accomplish each work item as listed in Section 3.
4. Proposed Project Team and Experience
 - Identify key team members and describe their specific roles on the project.
 - Include key team members from sub-consultant firms, if any.
 - Describe relevant experience and provide information on at least three (3) reference projects completed in the last six (6) years. Provide references and contact information.
 - Include one-page resumes only for key members of the project team.
 - Include specific descriptions of proposed team members' roles on reference projects.
5. Schedule Provide a proposed schedule from initiation to final completion. The schedule should include a list of key tasks within each phase, key milestones and approximate dates, and deliverables.
6. Additional Information Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.
7. Total Consultant Cost The consultant shall break out the cost as follows:
 - a. Proposed costs for each scope of work as listed in Section 3.
 - b. Hourly rates for all consultant employees on the project. The rates shall be the agreed upon costs for any additional services requested by the city, above what is detailed in the RFP.

- c. Reimbursable costs including detail of service or item and applicable charge per unit.
- d. Not to Exceed cost for the project.

Proposals that do not include a ‘Not to Exceed’ cost will be disregarded. It is the responsibility of the proposing firm to accurately predict the amount of time they will need to spend on the project.

SECTION 6: CONSULTANT SELECTION

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

Activity	Date
Deadline to submit Questions via email to jmulder@hermantownmn.com	5/4/22
Answers to questions will be posted to the City website no later than this date.	5/9/22
Proposals must be received by the City by 2:00 PM on this date.	5/13/22
Interviews	5/23-5/27/22
Selection	6/6/22

Ranking Criteria

1. Project Approach and Organization – Maximum of 50 points

- How will the consultants assigned to the project develop the Comprehensive Plan?
- Description of approach to prepare the plan.
- How will services be performed?
- What do they propose as a scope of services?
- How do they plan to facilitate, encourage and implement public participation?
- How much time will be budgeted for interaction with community stakeholders?

2. Related Experience – Maximum of 25 points

- Demonstration of personal and leadership skills necessary to navigate the project through the social and political issues that surround a project of this nature?
- Description of a proven track record in successfully completing similar projects on time and within budget? Successful experience of both the firm itself and the individual team members will be considered.

- What experience do the consultants assigned to the project have with community/public planning process?
- What direct experience do the consultants assigned to the project have involving research and assessment and developing strategies and action plans, as it relates to communities of similar size and nature?
- What direct experience do the consultants assigned to the project have working with diverse stakeholders in the development of community/neighborhood plans or initiatives?

3. Schedule - Maximum of 10 points

- What will be the proposed project schedule and the staffing plan that will facilitate completion of the plan in a timely manner? How many on-site visits/meetings are planned?
- Please provide an estimated time schedule for this proposal, which shows the amount of time per category and the total amount of time necessary to complete this project. The time schedule should demonstrate the firm's ability to proceed immediately and without delay.

4. Cost - Maximum of 15 points

- Demonstration of successful previous budget performance and experience in meeting project budgets.
- Description of approach to budgeting and bidding.
- Presentation of firm's best offer; firm "not to exceed"

City staff will evaluate, and rank all submitted proposals and will recommend the most qualified firms to the City Council. The decision will be based on a combination including, but not limited to, ranking, presentation of materials and other qualifications.

Once authorized to proceed, the “most qualified” consulting firm will be expected to immediately assist in developing a final scope of services and contractual agreement with respect to the following:

If, for any reason a firm is not able to commence the services in their proposal within 30 days of the award, the city reserves the right to contract with another qualified firm.

The city reserves the right to waive any irregularity in any submittal or reject any or all proposals.

SECTION 7: CONTRACT TERMS AND CONDITIONS

Upon selection of a consultant, an Agreement or Contract for Services shall be entered into by the city and consultant. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis with the following conditions. The contract will be amended as appropriate for each successive phase.

1. Deletion of specific components, such as individual project meetings, will be at the discretion of the city. Services are to be billed to the city on a monthly basis with a detailed invoice of tasks, time, rates and respective amounts as well as reasonable reimbursable expenses. Payment or reimbursement shall be made based on actual hours worked on the various tasks required for the project plus necessary subcontractor work (as applicable) and out of pocket expenses. Billing in excess of 'not to exceed' amount will not be compensated unless a contract extension has been approved in advance by the City Council.

2. The city shall retain ownership of all documents, plans, maps, reports and data prepared under this proposal. In addition to being provided hard copy and digital documents throughout the project, the consultant shall supply the city with a fully scanned (Laserfiche) file upon project completion.

3. If, for any reason, the consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the city reserves the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed to that point at the discretion of the City Council.

4. The consultant shall not assign or transfer any interest in the contract without prior written consent of the city.

SECTION 8: MISCELLANEOUS PROVISIONS:

Rejection Rights:

The City reserves the right to reject all proposals, to select more than one Proposer to give presentations to the City if so desired by the City, or to select one and enter into further negotiations with that party. The criteria set forth in this Request for Proposal shall be utilized in selecting a Proposer to provide planning services.

Formal Agreement:

The City will require a formal agreement to effectuate any Proposal. The agreement will include, but is not limited to, the following: the time within which the services will be performed; the Proposer's and City's responsibilities and the compensation.

Cost of Response Preparation:

Submitting a proposal shall create no relationship or duty on the part of the City. There is no expressed or implied obligation for the City to reimburse Proposer for any expenses incurred in preparing proposals in response to this RFP.

Independent Contractor:

Submitting a proposal shall create no relationship or duty on the part of the City. There is no expressed or implied obligation for the City to reimburse Proposer for any expenses incurred in preparing proposals in response to this RFP.

Minnesota Government Data Practices Act:

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

Proposer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Proposer in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Proposer and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Proposer receives a request to release the data referred to in this Section, Proposer must immediately notify City and consult with City as to how Proposer should respond to the request. Proposer's response shall comply with applicable law, including that the response is timely and, if Proposer denies access to the data, that Proposer's response references the statutory basis upon which Proposer relied. Proposer does not have a duty to provide public data to the public if the public data is available from City.

Minnesota Laws Apply:

The Proposer agrees that this document and the discussions/negotiations shall be governed by the laws of the State of Minnesota

The Proposer agrees to at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, and local government which may in any manner affect the preparation of proposals or the performance of any agreement(s).

Insurance Requirements:

Insurance requirements or Errors and Omissions: (as included per Exhibit B)

PROPOSALS MUST BE RECEIVED PRIOR TO 2:00 p.m. ON MAY 13, 2022. LATE SUBMITTALS WILL NOT BE CONSIDERED

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: April 12, 2021
SUBJECT: 2022 City of Hermantown
Standard Specifications for
Construction



Meeting Date: 04/18/202

Agenda Item: 12-D **Resolution:** 2022-53

REQUESTED ACTION

Approve the 2022 City of Hermantown Standard Specifications for Construction as updated by Northland Consulting Engineer's.

BACKGROUND

In conjunction with the City of Hermantown Public Works department we have updated the 2017 specifications based on current engineering and construction practices. If approved the 2022 City of Hermantown Standard Specifications for Construction will be used to design and construct future projects within the City of Hermantown

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

2022 City of Hermantown Standard Specifications for Construction

Resolution No. 2022-53

RESOLUTION APPROVING THE 2022 CITY OF HERMANTOWN STANDARD SPECIFICATIONS FOR CONSTRUCTION

WHEREAS, the City of Hermantown utilizes Construction Standards which are used for the design and construction of projects within the City limits; and

WHEREAS, these standards have not been updated since 2017; and

WHEREAS, the City Engineer, in conjunction with the Public Works Department, has updated the City of Hermantown Standard Specifications for Construction based on current engineering and construction practices;

WHEREAS, the City Engineer has attached a summary of changes to reflect the substantive updates to the Construction Standards.

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

1. The City Council approves the 2022 City of Hermantown Standard Specifications for Construction 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 April 18, 2022.

EXHIBIT A



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2022

CITY OF HERMANTOWN STANDARD SPECIFICATIONS FOR CONSTRUCTION

**Public Works Department
Hermantown, MN
April 19, 2022**

CITY APPROVAL



4/19/22

APPROVED

CITY ENGINEER

DATE



4/19/22

APPROVED

PUBLIC WORKS DIRECTOR

DATE

CITY OF HERMANTOWN

2022 STANDARD SPECIFICATIONS FOR CONSTRUCTION

SUMMARY OF CHANGES SINCE 2017 EDITION

OVERVIEW

Northland Consulting Engineers, LLP was tasked by the Hermantown City Council to update the existing 2017 Standard Specifications for Construction. Since adopting the 2017 Standard Specifications for Construction many changes have occurred in the engineering field. The 2017 edition referenced the Minnesota Department of Transportation (MNDOT) Standard Specifications 2016 Edition. MNDOT has since issued editions in both years 2018 and 2020. Along with changes to the MNDOT specifications, both the public works department and city engineer have considered updates to the standards since 2017. Most updates are based on city preferred methods but also include current engineering and construction practices.

SUMMARY OF CHANGES

While many changes have been made throughout the specification to add clarification and remove contradictions, below is a list of the more considerable changes within the 2022 Edition:

1. Updated governing specifications to be the latest 2020 MNDOT Standard Specifications for Construction.
2. Updated references within the document to the 2020 MNDOT Standard Specifications for Construction.
3. Updated the water main specification to make the use of high-density polyethylene pipe the city standard for new construction in lieu of ductile iron.
4. Added city standards within the watermain main specification for polystyrene insulation and fire hydrant markers.
5. Added a new specification section 2503/2504 TRACER WIRE FOR WATER AND SEWER to this edition.
6. Minor modifications to Appendix A – Standard Detail Drawings
7. Updated Appendix C – General Conditions to the current edition.

This is a summary of the most significant changes between the 2017 and 2022 edition of the standard specifications. Both the city engineer, and public works director have worked together along with input from other city employees and contractors during construction.