



Hermantown City Council Meeting – April 6, 2020

Because attendance at the regular meeting location is not feasible due to the health pandemic, Hermantown's April 6, 2020 City Council Meeting, as well as the Pre-Agenda Meeting, will be conducted remotely.

Both meetings will utilize the platform "freeconference.com" - which allows the public to view and/or hear the meeting from their phone or computer.

The 6:30 p.m. City Council Meeting will be available at: www.hello.freeconference.com/conf/call/3117807 and/or by calling the number (717) 275-8940 and utilizing the pin number 311-7807.

Public comment may be possible, but difficult, during the 6:30 p.m. 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 "April 6, 2020 Meeting." It is important to note that all comments regarding the April 6, 2020 meeting are public data.

A few important tips regarding the freeconference.com platform:

- Google Chrome seems to be the easiest web browser to utilize
- You may encounter a message noting the conference is full - simply hang up/close your window and attempt again
- There are a great deal of cities and communities holding meetings in this manner, so the site/number itself can become overwhelmed at times
- It is a new situation for all of us, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available at: www.hello.freeconference.com/conf/call/3117807 and/or by calling the number (641) 426-1600 and utilizing the pin number 311-7807. Public comment is not a factor in the pre-agenda meeting, even in the traditional meeting setting, but the public is invited to listen to this meeting.



AGENDA

Pre-Agenda Meeting Monday, April 6, 2020 at 4:30 p.m. Large Conference Room 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 6, 2020 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 6, 2020 at 4:30 p.m.
Large Conference Room
Hermantown Governmental Services Building**

**City Council Meeting April 6, 2020 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. **2020-43** Josh Bergstad, City Planner
TO: Planning & Zoning Commission
RE: Planning Commissioner Virtual Training
 - B. **2020-44** Brian & Sheri Bergeron, 5124 Country Ln
TO: Planning & Zoning Commission Members
RE: Kevin Kuklis/Titan Premier Flag Lot, 3755 Lavaque Rd.
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. **Minutes** - Approval or correction of [March 16, 2020 City Council Continuation Minutes](#) and [March 30, 2020 Work Session Minutes](#)
 - B. **Accounts Payable** – Approve general city warrants from March 16, 2020 through March 31, 2020 in the amount of \$325,930.81

(motion, roll call)

10. MOTIONS

11. ORDINANCES

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

A. 2020-42 Resolution Declaring Local Emergency

(motion, roll call)

B. 2020-43 Resolution Approving Pay Request Number 21 For The Essentia Wellness Center To McGough Construction Co. LLC In The Amount Of \$40,206.00

(motion, roll call)

C. 2020-44 Resolution Approving A Flag Lot Subdivision Of 3755 Lavaque Road And Authorizing City Staff To Execute Such Subdivision Upon The Satisfaction Of Certain Conditions

(motion, roll call)

D. 2020-45 Resolution Approving Cooperative Agreement With St. Louis County Project No. CP 0056-284469/SP 069-656-018 Reclaim & Overlay With Utility Improvements On Morris Thomas Road Within The City Of Hermantown Corporate Limits

(motion, roll call)

E. 2020-46 Resolution Approving Authorization For Professional Services For Construction Materials Testing Services By EPC Engineering & Testing

(motion, roll call)

F. 2020-47 Resolution Approving Final Planned Unit Development For The Pillars Of Hermantown Development

(motion, roll call)

G. 2020-48 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With KTJ 360, LLC

(motion, roll call)

H. 2020-49 Resolution Approving Preliminary Plat Of Peyton Acres And Imposing Conditions On Submittal And Approval Of The Final Plat

(motion, roll call)

I. 2020-50 Resolution Approving Pay Request No. 1 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$455,588.49

(motion, roll call)

13. RECESS

DATE: 2020

TO: City Council Members

FROM: John Mulder, City Administrator

RE: Correspondence

In your packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall. You are provided with the summary so that you may request a full copy of any correspondence article of interest to you. Bonnie & I have copied only the correspondence that we believe to be of special interest.

JM

3/11/2020	20-37	Eric Johnson, Community Development Director	Board of Appeals & Adjustments	Kelly Collins, 4186 Jefferson Dr.	3/10/2020
3/12/2020	20-38	Marianne Bohren, WLSSD	Minnesota Pollution Control Agency	Discharge Monitoring Report	3/11/2020
3/18/2020	20-39	Eric Johnson, Community Development Director	Planning & Zoning Commission	Kevin Kuklis SUB at 3755 Lavaque Rd.	3/17/2020
3/18/2020	20-40	Eric Johnson, Community Development Director	Planning & Zoning Commission	Oppidan Development Company PUD at 5097 Maple Grove Rd.	3/17/2020
3/18/2020	20-41	Eric Johnson, Community Development Director	Planning & Zoning Commission	JLG Enterprises, SUB Payton Acres 1-A & 1- B	3/17/2020
3/18/2020	20-42	Eric Johnson, Community Development Director	Planning & Zoning Commission	P&R Properties, CIDP at 5289 Miller Trunk Hwy.	3/17/2020
3/24/2020	20-43	Josh Bergstad, City Planer	Planning & Zoning Commission	Email re: Planning Commissioner Virtual Training	3/17/2020
3/27/2020	20-44	Brian & Sheri Bergeron, 5124 Country Ln.	Planning & Zoning Commission Members	Kevin Kuklis/Titan Premier Flag Lot, 3755 Lavaque Rd.	3/23/2020

Josh Bergstad

From: GTS Educational Events <events@mngts.org>
Sent: Tuesday, March 17, 2020 10:45 AM
To: Josh Bergstad
Subject: March and April Land Use Trainings are now VIRTUAL only!

UPDATE: March and April Land Use trainings are now available only virtually.

GTS Educational Events is proceeding with safety as a top priority. Consequently, the upcoming Land Use trainings on March 26 and April 16 will be virtual trainings only. We are eliminating the in-person attendance option. Please contact gts@mngts.org with any questions.

Register NOW for our virtual trainings!

"Your Role as Planning Commissioner"



A little about the course...

As a Planning Commission member, you contribute hours of unpaid time to your community. Have you discovered that serving in this capacity is a bit more challenging than anticipated? This workshop will focus on what you need to know to be successful in this important position. You'll learn practical tips that can make the difference between results and regrets.

Join us in person or from your computer at one of the options below!

Registration closes one day before the course at noon - be sure to sign up before!

Next week!

March 26, 2020



Date: March 26th, 2020
Time: 5:00 PM - 8:00 PM
Cost: \$50.00

All virtual log-in information will be sent to registrants 1-2 days prior to the workshop.

Your Role as Planning Commissioner

[Learn More & Register](#)

Presenter: Molly Just
AICP, Senior Planner

If that doesn't work in your schedule, check out this at a later date :

April 16, 2020



Your Role as Planning Commissioner

[Learn More & Register](#)

Presenter: Erin Perdu
AICP, Community

Date: April 16, 2020
Time: 4:00 PM - 7:00 PM
Cost: \$50.00

Planning & Economic
 Development

All virtual log-in information will be sent to registrants 1-2 days prior to the workshop.

About the Land Use Training and Educational Program

The goal of the Land Use training series is to ensure economic vitality, and environmental and public health for all communities by engaging and informing a diverse group of public, private and civic stakeholders regarding ongoing and emerging land use issues.

From basic to advanced core content, to special and emerging topics, the Land Use Training and Education Program is designed to provide an opportunity for anyone who works in or is impacted by land use planning and zoning to engage in conversations and collaborative learning that will drive toward equitable and sustainable land use outcomes. Workshops include practical content, opportunities for in-depth study, and hands-on application as well as handouts and reference materials. Presenters have extensive backgrounds in their discipline areas.

More 2020 trainings to come!

LEARN MORE

Special Thanks to Our 2020 Sponsor!





GTS Educational Events | 1380 Energy Lane, Ste. 206, St. Paul, MN 55108

[Unsubscribe jbergstad@ardc.org](mailto:jbergstad@ardc.org)

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Sent by events@mngts.org in collaboration with



Try email marketing for free today!

March 23rd, 2020

Planning and Zoning Commission Members
C/O City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Re:

An application by Kevin Kuklis/Titan Premier LLC for a Subdivision to create a 100-foot-wide parcel of 0.60 acres and a 1.65-acre lot accessed by way of a flag lot of 30-foot width at 3755 Lavaque Road. The property is located in an R-3 zoning district.

Dear Members,

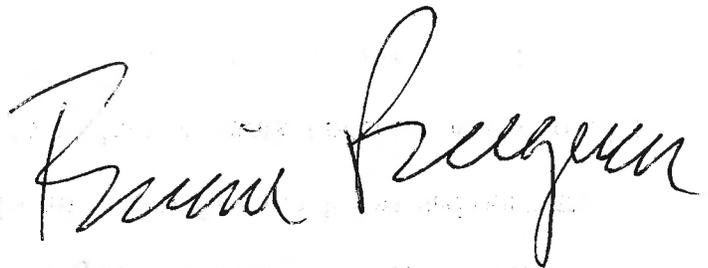
We are writing to give input regarding Mr Kuklis' plans for the above mentioned parcel.

Ideally, we would love to see that piece of land go undeveloped. We live in Country Acres, one of the earlier developments in Hermantown. As such, it was laid out with much larger lots than is common in more recent developments. I encourage you to drive through our neighborhood and get a feel for the spacing. It is somewhat unique in Hermantown, and we would appreciate the city making efforts to preserve our current environment. If developed, we would request that Mr. Kuklis avoid high density housing that has become the norm in Hermantown. We are asking that the housing density that characterizes Country Acres be maintained in the areas that surround our properties.

Best Regards,



Brian and Sheri Bergeron
5164 Country Lane



CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
March 16, 2020
6:30 p.m.

Pledge of Allegiance

ROLL CALL: Councilors Geissler, Schmidt, Mayor Boucher

CITY STAFF: John Mulder, City Administrator; Bonnie Engseth, City Clerk; Kevin Orme, Director of Finance & Administration; Jim Crace, Chief of Police; Joe Wicklund, Communications Manager; Steve Overom, City Attorney

ABSENT: Councilor Nelson, Peterson

VISITORS: 2

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 2020-35 through and including 2020-36 were read and placed on file.

PRESENTATIONS

PUBLIC DISCUSSION

Keith Harries, 5632 W. Arrowhead Rd. – He is concerned about the condition of the road surface and safety due to decreased weight restrictions and increased traffic on the Arrowhead Road.

CONSENT AGENDA

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

- A. Approve March 2, 2020 City Council Minutes and March 5, 2020 Work Session Minutes
- B. Approve general city warrants from March 1, 2020 through March 15, 2020 in the amount of \$307,139.01

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

MOTIONS

ORDINANCES

2020-03 An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 240 – City Finances

Second Reading

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Ordinance 2020-03, An Ordinance Amending Hermantown Code Of Ordinances By Amending Section 240 – City Finances. Roll Call: Councilors Geissler, Schmidt, Mayor Boucher, aye. Councilor Nelson, Peterson, absent. Motion carried.

RESOLUTIONS

2020-38 Resolution Providing For The Sale Of \$3,765,000 General Obligation Improvement And Refunding Bonds, Series 2020A

Motion made by Councilor Geissler, seconded by Councilor Schmidt to adopt Resolution 2020-38, Resolution Providing For The Sale Of \$3,765,000 General Obligation Improvement And Refunding Bonds, Series 2020A. Roll Call: Councilors Geissler, Schmidt, Mayor Boucher, aye. Councilor Nelson, Peterson, absent. Motion carried.

2020-39 Resolution Providing For The Sale Of \$4,115,000 General Obligation Sewage Disposal System Bonds, Series 2020B

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2020-39, Resolution Providing For The Sale of \$4,115,000 General Obligation Sewage Disposal System Bonds, Series 2020B. Roll Call: Councilors Geissler, Schmidt, Mayor Boucher, aye. Councilor Nelson, Peterson, absent. Motion carried.

2020-40 Resolution Authorizing The City To Enter Into A Credit Enhancement Program Agreement With The Minnesota Public Facilities Authority

Motion made by Councilor Geissler, seconded by Councilor Schmidt to adopt Resolution 2020-40, Resolution Authorizing The City To Enter Into A Credit Enhancement Program Agreement With The Minnesota Public Facilities Authority. Roll Call: Councilors Geissler, Schmidt, Mayor Boucher, aye. Councilor Nelson, Peterson, absent. Motion carried.

2020-41 Resolution Awarding Contract For A Traffic Study For The Ugstad Road & Arrowhead Road Corridor

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2020-41, Resolution Awarding Contract For A Traffic Study For The Ugstad Road & Arrowhead Road Corridor. Roll Call: Councilors Geissler, Schmidt, Mayor Boucher, aye. Councilor Nelson, Peterson, absent. Motion carried.

Motion made by Councilor Geissler, seconded by Councilor Schmidt to recess the meeting at 6:49 p.m. Motion carried.

Mayor

ATTEST:

Clerk

**CITY COUNCIL
WORK SESSION
LARGE CONFERENCE ROOM**

Monday, March 30, 2020 at 4:45 P.M.

MEETING CONDUCTED VIA CONFERENCE CALL

ROLL CALL: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher

ABSENT:

CITY STAFF: John Mulder, City Administrator; Joe Wicklund, Communications Manager; Eric Johnson, Community Development Director, Kevin Orme, Director of Finance & Administration, Steve Overom, City Attorney

OTHERS: Jeff Schiltz, Troy Fath; Jim Crace; Marty Olson; Dave Huttel

DISCUSSION ITEMS

1. Community Recreation Initiative (Fichtner Park, Trails, Ice Arena)

Update on Status at the Legislature: John Mulder updated the City Council on the status of the project with the Legislature. The Legislature is currently in recess and legislators are working remotely. They are being called in for floor votes on an as needed basis and have identified 3 priorities: COVID related aid packages, Bonding bill, and items that have bi-partisan support. John Mulder reported that he had talked to Representative Mary Murphy about the legislative process and status of the tax bill. There is still a chance that a tax bill would be taken up, but it was unclear if the various sales tax proposals would be included in the bill. The City's proposal received a hearing in a committee in the House. A hearing was scheduled for a committee in the Senate, but it was cancelled due the coronavirus. It has not been rescheduled at this time.

John Mulder asked the question whether the City Council wanted to continue with this project in 2020, given the coronavirus. City Council members reiterated that they felt this was a community need and that we should continue our efforts.

Legislative Efforts: The City Council requested that we reach out to Senator Bakk's office to get his reaction to the status of the bill. The City did send a one-page summary to the Duluth Chamber of Commerce to include with their overall packet for Duluth/St. Louis County Days. The Council stated that the City should follow up with phone calls and e-mails to the Senate and House Committee members to keep the issue in front of them.

Timeline: The City Council requested that John Mulder prepare a timeline for the referendum indicating the end of the legislative session and the deadline for approving the ballot question(s).

Naming Rights Packet: The City Council requested that John Mulder prepare a packet for the City Council to review regarding the potential for naming rights. John Mulder stated that he had some sample policies from school districts, the information used by the Y for the capital campaign, and some sample naming agreements. This project would be different from the Wellness Center because the City sent out RFP's for a health partner in the Wellness Center, and the naming rights came out of that proposal. In this case, we would more likely just be looking to sell the naming rights.

School Partnership: John Mulder stated that he had met the new school superintendent and had mentioned the project, but had not discussed it detail. The parameters of that partnership need continued discussion (For example: ownership of both rinks or just one? Land ownership? Possible land swaps?). The Council asked that these discussions continue.

Field & Trails Plans: The Council asked if the youth baseball group has been involved or if any advocates for trails had provided any comments. At this point, neither of those two groups have been actively involved. The Council asked that staff reach out to them to get their input and involvement.

Scope of Work for a Consultant: The Council felt that the City should consider hiring a consultant to coordinate the work on the project. John Mulder expressed concerns that hiring a consultant now should not tie the hands of the City regarding the selection of how a future building may be built. We had lengthy and at times somewhat heated discussions about whether to use a general contractor or a construction management firm for the Wellness Center. That discussion and decision has not been made at this point, and John felt it was important that those options remain open. If the City were to embark on a building project, then we would have to award some large contracts for professional services and we should not tie our hands at this point. The City did hire Mark McShane to assist with the Wellness Center project without going through an RFP process.

The City Council directed John Mulder to meet with Jeff Schiltz to draft a scope of work for a possible consultant.

2. **Recess:** The meeting recessed at approximately 6:15 p.m.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #65666-#65714
03/16/2020 -03/31/2020

PAYROLL CHECKS

Electronic Checks - #724423-72468 \$71,810.44

LIABILITY CHECKS

Electronic Checks - #72416-72422 \$55,596.40

Printed Checks- #65704-65712 \$69,229.62

PAYROLL EXPENSE TOTAL \$196,636.46

ACCOUNTS PAYABLE

Checks - #65666 \$91.00

Checks - #65667-65703 \$120,947.78

Checks - #65713-65714 \$2,140.50

Electronic Payments - #99951-#99955 \$6,115.07

ACCOUNTS PAYABLE TOTAL \$129,294.35

TOTAL \$325,930.81

CITY OF HERMANTOWN, MN 03/16/2020-03/31/2020
Check # is between 65666 and 65714 or Check # is between -99955 and -99951

3/31/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	452100	Parks	FURTHER ELECTRONIC PAYMENTS	LaFave VEBA qtr 1 sing to fam	125.00	-99955
101	490100	Cemetery	FURTHER ELECTRONIC PAYMENTS	LaFave VEBA qtr 1 sing to fam	6.25	-99955
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	LaFave VEBA qtr 1 sing to fam	462.50	-99955
101	431901	City Garage	FURTHER ELECTRONIC PAYMENTS	LaFave VEBA qtr 1 sing to fam	31.25	-99955
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Johnson	495.00	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Johnson	35.11	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Esterbrooks	90.17	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	29.32	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	352.78	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Gunderson	31.49	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Mulder	80.00	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Ross	199.60	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Pernu	70.00	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Pernu	19.99	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Sorensen	140.96	-99954
101	424100	Building Inspection	FIRST BANKCARD	Feb First Bankcard Orme	85.00	-99954
101	431100	Street Department	FIRST BANKCARD	Feb First Bankcard Senst	453.54	-99954
101	413100	Mayor	FIRST BANKCARD	Feb First Bankcard Orme	39.96	-99954
101	411100	Council	FIRST BANKCARD	Feb First Bankcard Orme	159.93	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Volk	52.95	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Crace	12.95	-99954
602	494500	Sewer Maintenance	FIRST BANKCARD	Feb First Bankcard Senst	250.00	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Kneisl	60.00	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Enright	3.98	-99954
602	494500	Sewer Maintenance	FIRST BANKCARD	Feb First Bankcard Bjonskaas	50.61	-99954
101	421100	Police Administration	FIRST BANKCARD	Feb First Bankcard Esterbrooks	106.71	-99954
230	465100	HEDA	FIRST BANKCARD	Feb First Bankcard Orme	297.44	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	240.00	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Senst	25.23	-99954
101	415300	Administration & Finance	FIRST BANKCARD	Feb First Bankcard Orme	70.00	-99954
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	609.34	-99953
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	580.36	-99952
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	847.65	-99951
275	452200	Community Building	TRAVELERS	EWC-Tractor Ins 7/19-7/21/20	91.00	65666
602	432550	Sewer Lift Stations	ASDCO CONSTRUCTION SUPPLY	Insulation Ugstad Rd Lift stat	664.80	65667
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones (PW)	45.54	65668
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones (PW)	46.24	65668

CITY OF HERMANTOWN, MN 03/16/2020-03/31/2020
Check # is between 65666 and 65714 or Check # is between -99955 and -99951

3/31/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	AT&T MOBILITY	Cell Phones (PW)	160.44	65668
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones (PW)	128.28	65668
602	494900	Sewer Administration and General	AT&T MOBILITY	Tablets (PW)	76.46	65668
101	421100	Police Administration	AT&T MOBILITY	Cell Phones (PD)	1,220.43	65668
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones (PW)	85.52	65668
601	494400	Water Administration and General	AT&T MOBILITY	Tablets (PW)	38.23	65668
602	494500	Sewer Maintenance	BORDER STATES ELECTRIC SUPPLY	Scrubs/Cable Ties	59.20	65669
101	413100	Mayor	BOUCHER, WAYNE	Hotel- Legislature-Sales tax	127.77	65670
101	413100	Mayor	BOUCHER, WAYNE	Mileage- Legislature sales tax	171.35	65670
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2 March	74.81	65671
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	65672
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at PD/FD	30.72	65672
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.77	65672
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	65672
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65672
101	431901	City Garage	CINTAS CORPORATION	Supplies	20.33	65672
101	431100	Street Department	CINTAS CORPORATION	Uniforms	130.77	65672
101	452100	Parks	CINTAS CORPORATION	Medicine Cabinet	58.23	65672
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Feb Water Charges	49,983.48	65673
601	494300	Water Distribution	CORE & MAIN LP	Water Meters	9,937.40	65674
101	422901	Firehall #1 Maple Grove Road	DALCO	Toilet Paper/Disinfectant	67.56	65675
101	419901	City Hall & Police Building Maintenance	DALCO	Toilet Paper/Disinfectant	135.12	65675
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Veh Maint Squad 17	52.69	65676
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 15	52.69	65676
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Lift Station Oak Ridge Clearin	1,625.00	65677
411	419100	Community Development	HALLBERG ENGINEERING, INC.	EWC	650.00	65678
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Veh Maint	79.66	65679
602	494900	Sewer Administration and General	HERMANTOWN STAR LLC	I&I Ordinance	66.00	65680
101	419100	Community Development	HERMANTOWN STAR LLC	PH P&Z	63.75	65680
101	419100	Community Development	HERMANTOWN STAR LLC	PH BAA	33.00	65680
101	414100	Elections	HERMANTOWN STAR LLC	Public Accuracy Test	20.63	65680
275	452200	Community Building	MEDIACOM	EWC Telephone	509.09	65681
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet Govt Serv	163.92	65681
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Telephone Govt Serv	373.41	65681
275	452200	Community Building	MEDIACOM	EWC Cable TV	173.50	65681
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Telephone FH#1	93.35	65681
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FH#1	40.98	65681

CITY OF HERMANTOWN, MN 03/16/2020-03/31/2020
Check # is between 65666 and 65714 or Check # is between -99955 and -99951

3/31/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	414100	Elections	MENARD INC	Voting Booth Lights	45.43	65682
602	494500	Sewer Maintenance	MENARD INC	Ipad Charger	19.99	65682
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas - Comm Bldg	147.02	65683
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas - EWC	6,580.22	65683
411	419100	Community Development	MN POLLUTION CONTROL AGENCY	EWC-Petroleum Brownfields Reim	250.00	65684
605	431160	Street Lighting	MN POWER	Electricity-Street Lights	479.28	65685
101	431901	City Garage	MN POWER	Electricity-Lightning Dr	458.69	65685
101	422903	Firehall #3 Midway Road	MN POWER	Electricity-FH#3	76.31	65685
601	494400	Water Administration and General	MN POWER	Electricity-Lightning Dr	275.21	65685
101	452100	Parks	MN POWER	Electricity-Little League	19.30	65685
101	431901	City Garage	MN POWER	Electricity-City Garage	18.24	65685
602	494900	Sewer Administration and General	MN POWER	Electricity-Lightning Dr	183.47	65685
275	452200	Community Building	MN POWER	Electricity-EWC	9,186.71	65685
101	422902	Firehall #2 Morris Thomas Road	MN POWER	Electricity-FH#2	90.20	65685
101	422901	Firehall #1 Maple Grove Road	MN POWER	Electricity-FH #1	1,306.64	65685
605	431160	Street Lighting	MN POWER	Electricity-St Lights- Roundab	18.14	65685
605	431160	Street Lighting	MN POWER	Electricity-Street Lights	298.66	65685
101	419901	City Hall & Police Building Maintenance	MN POWER	Electricity-CH/PD	2,043.72	65685
605	431160	Street Lighting	MN POWER	Electricity-Street Lights	339.05	65685
101	452200	Community Building	MN POWER	Electricity-Comm Bldg	1,137.42	65685
602	494900	Sewer Administration and General	MN POWER	Electricity-Sewer	642.31	65685
605	431160	Street Lighting	MN POWER	Electricity-Traffic Lights	693.15	65685
605	431160	Street Lighting	MN POWER	Electricity-Street Lights	336.76	65685
605	431160	Street Lighting	MN POWER	Electricity-Street Lights	324.26	65685
101	452100	Parks	MN POWER	Electricity-Parks	194.01	65685
601	494400	Water Administration and General	MN POWER	Electricity-Water	594.02	65685
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Internet	131.04	65686
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Internet	524.16	65686
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hoses, Fittings	261.14	65687
101	431901	City Garage	NORTHERN STATES SUPPLY INC	Washers, Bolts, Drill Bits	60.81	65688
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	2020 General Engineering	780.00	65689
602	494900	Sewer Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	GIS Org Mtg	240.00	65689
605	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	2020 General Engineering	195.00	65689
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	2020 General Engineering	4,525.00	65689
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	2020 General Engineering	565.00	65689
101	422902	Firehall #2 Morris Thomas Road	OFFERSEN, CHAD	Gutters FH #2	450.00	65690
101	422903	Firehall #3 Midway Road	OFFERSEN, CHAD	Gutters FH #3	450.00	65690

CITY OF HERMANTOWN, MN 03/16/2020-03/31/2020
Check # is between 65666 and 65714 or Check # is between -99955 and -99951

3/31/2020

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
411	452200	Community Building	OFFERSEN, CHAD	Gutters-EWC Garage	1,390.00	65690
101	431901	City Garage	OFFERSEN, CHAD	Gutters City Garage	885.00	65690
101	421100	Police Administration	PER MAR SECURITY SERVICES INC	CCTV	78.66	65691
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	182.45	65692
101	452100	Parks	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	3.00	65692
101	414100	Elections	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	110.55	65692
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	102.70	65692
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753 BAA	12.00	65692
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	118.75	65692
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	65.06	65692
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	97.59	65692
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Postage Meter 4745753	13.40	65692
101	431100	Street Department	PRAXAIR DISTRIBUTION INC	Cylinder Rent/Saf Env Fee	28.57	65693
230	465100	HEDA	SHEL/DON GROUP INC	St Louis Cty Days Prints	99.06	65694
240	432510	Trunk Sewer Construction	ST LOUIS COUNTY RECORDERS OFFICE	Easement Sect 24 sewer Godmare	46.00	65695
240	432510	Trunk Sewer Construction	ST LOUIS COUNTY RECORDERS OFFICE	Easement Sect 24 sewer Kallos	46.00	65695
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws	85.50	65696
101	421100	Police Administration	STREICHER'S	Bullet Proof Vest	1,116.00	65697
101	421100	Police Administration	STREICHER'S	Credit Battaglia return	-48.99	65697
101	421100	Police Administration	STREICHER'S	Vest Carrier	112.00	65697
101	422903	Firehall #3 Midway Road	SUPERIOR FUEL COMPANY	Propane FH#3	818.47	65698
475	431150	Street Improvements	TKDA	Rd Reconstruction Project	2,054.32	65699
402	431150	Street Improvements	TKDA	Rd Reconstruction Project	2,591.90	65699
602	432550	Sewer Lift Stations	TKDA	Ugstad Rd Lift Station	3,868.71	65699
101	421100	Police Administration	USA TOWING & RECOVERY	Tow Search Warr-ICR20023074	85.00	65700
602	494500	Sewer Maintenance	WIIKWAIBAAN ININI INC	Fix Oak Ridge Lift Stations	4,863.70	65701
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator	625.00	65702
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	56.07	65703
101	431100	Street Department	MEDIACOM	Internet PW	93.45	65703
602	494900	Sewer Administration and General	MEDIACOM	Telephone PW	13.12	65703
101	431100	Street Department	MEDIACOM	Telephone PW	21.87	65703
601	494400	Water Administration and General	MEDIACOM	Internet PW	37.38	65703
601	494400	Water Administration and General	MEDIACOM	Telephone PW	8.75	65703
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins Inactives Apr McMilla	4.50	65713
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives April	811.20	65714
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives April	1,324.80	65714

Totals: 147 records printed

129,294.35

Resolution No. 2020-42

RESOLUTION DECLARING LOCAL EMERGENCY

WHEREAS, Novel Coronavirus Disease 2019, commonly known as “COVID-19,” which is a respiratory disease that can result in serious injury or death, is spreading globally and has been identified by the World Health Organization (“WHO”) as a pandemic; and

WHEREAS, on March 13, 2020, President Donald Trump declared that the COVID-19 outbreak in the United States constitutes a National Emergency; and

WHEREAS, COVID-19 has been confirmed to exist and be spreading within the State of Minnesota; and

WHEREAS, on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize any and all necessary resources to be used in support of the COVID-19 response; and

WHEREAS, Minn. Stat. § 12.29 authorizes the Mayor of the City of Hermantown to declare a local emergency, and further provides that the state of local emergency may not be continued for a period in excess of three days except by or with the consent of the City Council of the City of Hermantown;

WHEREAS, the United States Center for Disease Control (“CDC”) and Minnesota Department of Health (“MDH”) have advised that aggressive community mitigation strategies are necessary to slow the transmission of COVID-19, reduce illness and deaths, and limit the economic impacts of the outbreak; and

WHEREAS, the COVID-19 pandemic is an unforeseen, present, sudden, and unexpected situation, which requires immediate action to be taken to prevent damage to the health, safety, and welfare of the citizens of the City of Hermantown; and

WHEREAS, the necessary resources to respond to and recover from this pandemic will likely exceed those resources available within the City, and additional resources may be needed from St. Louis County, and state and federal sources.

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

1. By signing this Resolution, Mayor Wayne Boucher declares that the COVID-19 pandemic constitutes a local emergency within the City of Hermantown, effective March _____, 2020, with all the powers and responsibilities attending thereto as provided, Minn. Stat. Ch. 12, and Minn. Stat. Ch. 13D and as otherwise provided for the City of Hermantown’s City Code.

2. The City Council, by adopting this Resolution, agrees with the Mayor’s declaration of a local emergency within the City of Hermantown and hereby extends such state of local emergency until such time as this resolution is rescinded by the City Council.

3. The Mayor and City Council hereby direct City staff to review City ordinances, regulatory requirements, operations, practices, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Hermantown.

4. The Mayor and City Council hereby direct City staff to operate and support the response to this incident, under the direction and coordination of the City Administrator, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained while best protecting the health, safety and welfare of the public and the City's employees.

5. The Mayor and City Council hereby directs the City's City Administrator and other appropriate City staff to request and coordinate appropriate aid and resources from surrounding jurisdictions, St. Louis County, the State of Minnesota, and the Federal government, as needed.

6. The City Council hereby authorizes the City Administrator to declare pursuant to Minn. Stat. § 13D.021, that in-person meetings of the City Council and its subcommittees, Planning Commission, and other advisory boards and commissions of the City of Hermantown are not practical or prudent due to the COVID-19 health pandemic and the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, Chapter 12, and thereafter direct that meetings of the City Council and its subcommittees, Planning Commission, and other advisory boards and commissions of the City shall be conducted by telephone or other electronic means, and thereafter direct City Staff to take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minn. Stat. § 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other advisory commission to resume in-person meetings.

7. The Mayor and City Council hereby orders that this declaration be given prompt and general publicity and that it be filed promptly by the City Clerk.

Councilor ___ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2020.

Resolution No. 2020-43

RESOLUTION APPROVING PAY REQUEST NUMBER 21 FOR THE ESSENTIA WELLNESS CENTER TO MCGOUGH CONSTRUCTION CO. LLC IN THE AMOUNT OF \$40,206.00

WHEREAS, the City of Hermantown has contracted with McGough Construction Co. LLC for construction management services for the Essentia Wellness Center (“Project”); and

WHEREAS, McGough Construction Co. LLC has performed a portion of the agreed upon work in said Project; and

WHEREAS, McGough Construction Co. LLC has submitted separate Pay Request No. 21 for Labor & Services, and Tax Exempt material as shown below, and

Project Number	Item	Amount
859801	Labor & Services	37,220
859802	Tax Exempt Material	2,986
	Total	40,206

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed,

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

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

1. Pay Request No. 21 is hereby approved.
2. The City is hereby authorized and directed to pay to McGough Construction Co LLC the sum of \$40,206.00 which is the amount represented on Pay Request No. 21 for both Labor & Services, and Tax Exempt material.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted April 6, 2020.

APPLICATION AND CERTIFICATE FOR PAYMENT

Facsimile of AIA Document G702

TO : **CITY OF HERMANTOWN**
 5105 Maple Grove Rd
 Hermantown, MN 55811

Project: **HERMANTOWN-ESSENTIA HEALTH REGIONAL** Application Number: **22**
 Period from: **2/1/2020**
 to: **2/29/2020**

ATTN: John Mulder
 jmulder@hermantown.com

Contractor: **McGough Construction Co, LLC** Project Number: **100079.001/859801**
 2737 Fairview Avenue Nor **INVOICE NUMBER 010727**
 St. Paul, MN 55113 Contract Date: **3/1/2018**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders previous approved by Owner			
TOTAL			
Number	Date Approved		
1		\$42,364	
2		\$3,065	
3		(\$600,000)	
TOTALS		(554,571)	\$0
Net Change by Change Orders		\$	(554,571)

The undersigned Contractor certifies that to the best of his knowledge, information & belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by him for Work for which previous Certificates for Payment were issued & payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **McGough Construction**

By: *Melissa Svoboda* 2/29/2020
 Melissa Svoboda, Project Accounting Supervisor



In accordance with the Contract Documents, based on on-site observations & the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information & belief, the quality of the Work is in accordance with the Contract Documents, & that the Contractor is entitled to the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, Facsimile of AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	<u>\$13,903,890</u>
Net change by Change Orders	<u>(554,571)</u>
CONTRACT SUM TO DATE	<u>\$13,349,319</u>
TOTAL COMPLETED & STORED TO DATE	<u>12,563,993</u>
RETAINAGE TO DATE	<u>\$0</u>
TOTAL EARNED LESS RETAINAGE	<u>\$12,563,993</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$12,526,773</u>
CURRENT PAYMENT DUE	<u>\$37,220</u>

State of: MINNESOTA
 Subscribed and sworn to before me this
 Notary Public
 My Commission expires: January 31, 2022 *Andrea Rekow*

AMOUNT CERTIFIED..... \$37,220

ARCHITECT *Sam D. King* Date: **03/11/2020**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor herein. Issuance, payment and acceptance of payment are without prejudice to any Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 22
 APPLICATION DATE: 2/1/2020
 PERIOD TO: 2/29/2020

PROJECT:
 HERMANTOWN-ESSENTIA HEALTH REGIONAL WELLNESS CNETER

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
1	George Bougalis and Sons, Co.	1,808,425	1,808,425			1,808,425	100%		
2	Wells Concrete	472,968	472,969			472,969	100%	(1)	
3	Brent's Biffies	7,000	6,363			6,363	91%	637	
4	A-1 Fence Company	23,220	23,220			23,220	100%	0	
5	Home Mender, Inc.	868,311	868,311			868,311	100%		
6	The Jamar Company	921,236	920,952			920,952	100%	284	
7	Briese Iron Works, Inc.								
8	St. Germain's Glass Inc.	286,158	286,158			286,158	100%		
9	Otis Elevator Company	101,050	101,050			101,050	100%	(0)	
10	A.G. O'Brien Plumbing and Heating Co.	118,880	118,880			118,880	100%		
11	Holden Electrical Co., Inc.	860,410	854,591	5,819		860,410	100%		
12	Northern Industrial Erectors, Inc.	286,218	286,218			286,218	100%		
13	A.G. O'Brien Plumbing and Heating Co.	1,459,194	1,456,307	2,887		1,459,194	100%	0	
14	LHB (Survey Services)	5,530	5,530			5,530	100%		
15	Olympic	866,159	866,159			866,159	100%		
16	Aqua Logic	681,176	681,176			681,176	100%		
17	Bedrock Flint	84,364	84,364			84,364	100%		
18	Universal Forest Products	70,919	70,919			70,919	100%		
19	Johnsons Carpet	321,557	321,557			321,557	100%		
20	Intercon Group Inc.	293,579	292,659			292,659	100%	920	
21	Swanson & Youngdale, Inc.	141,172	139,509	1,663		141,172	100%		
23	Twin City Acoustics Inc.	58,840	58,840			58,840	100%		
24	DoorCo Inc.	5,000	5,000			5,000	100%		
25	Anderson Ladd	69,787	69,787			69,787	100%		
23	Belanger Inc.	3,900	3,900			3,900	100%		
24	Hufcor, Inc.	7,310	7,310			7,310	100%		
25	Peterson Companies, Inc.	88,385	88,385			88,385	100%		
Page-1 (Continued on Next Page)		9,910,748	9,898,539	10,369		9,908,908	100%	1,840	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

HERMANTOWN-ESSENTIA HEALTH REGIONAL WELLNESS CNETER

APPLICATION NUMBER: 22

APPLICATION DATE: 2/1/2020

PERIOD TO: 2/29/2020

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
26	TriMark Hockenbergs	9,670	9,670			9,670	100%	589,448	
27	Summit Signs	7,705	7,705			7,705	100%		
28	Prime Construction	39,676	39,676			39,676	100%		
29	TBD Tax - Exempt Transfer	589,448							
30									
31	McGOUGH								
32	Project Staff	741,699	733,838	5,233		739,070	100%	2,629	
33	Labor	329,478	318,763			318,763	97%	10,714	
34	Insurance & Taxes	133,762	133,493			133,493	100%	269	
35	Materials	178,358	177,784	575		178,358	100%	(0)	
36	Equip. Small Tools	100,672	100,587	85		100,672	100%	(0)	
37	Weather Conditons	146,754	146,754			146,754	100%	(0)	
38									
39	Builders Risk	16,914	16,914			16,914	100%		
40	Performance Bond	104,279	104,279			104,279	100%		
41	Subcontractor Default Insurance	167,765	167,765			167,765	100%		
42	General Liability Insurance	217,755	197,688	20,067		217,755	100%	0	
43									
44	Construction Contingency	500,000						500,000	
45	Construction Contingency Approved								
46	Potential Savings	270,729							
46	Approved COs	(600,000)						(600,000)	
46									
46	CM Fee	483,907	473,319	892		474,211	98%	9,696	
	Page-2	13,349,319	12,526,774	37,220		12,563,994	94%	514,596	

APPLICATION AND CERTIFICATE FOR PAYMENT

Facsimile of AIA Document G702

TO : CITY OF HERMANTOWN
5105 Maple Grove Rd
Hermantown, MN 55811

Project: HERMANTOWN-ESSENTIA
HEALTH REGIONAL WELLNESS
TAX EXEMPT

Application Number: 21
Period from: 2/1/2020
to: 2/29/2020

ATTN: John Mulder
jmulder@hermantown.com

Contractor: McGough Construction Co, LLC
2737 Fairview Avenue North
St. Paul, MN 55113

Project Number: 100079.002/
859802
INVOICE NUMBER: 010729
Contract Date: 3/1/2018

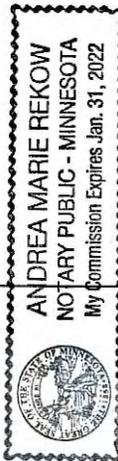
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders previously approved by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Number	Date Approved		
1		\$84,577	
2		\$4,755	
3		\$600,000	
TOTALS		689,332	\$0
Net Change by Change Orders		\$ 689,332	

The undersigned Contractor certifies that to the best of his knowledge, information & belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by him for Work for which previous Certificates for Payment were issued & payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: McGough Construction

By: Melissa Svoboda 2/29/2020
Melissa Svoboda, Project Accounting Supervisor



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations & the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information & belief, the quality of the Work is in accordance with the Contract Documents, & that the Contractor is entitled to the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, Facsimile of AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	<u>\$8,087,000</u>
Net change by Change Orders	<u>689,332</u>
CONTRACT SUM TO DATE	<u>\$8,776,332</u>
TOTAL COMPLETED & STORED TO DATE	<u>\$8,766,509</u>
RETAINAGE TO DATE	<u>\$0</u>
TOTAL EARNED LESS RETAINAGE	<u>\$8,766,509</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>8,763,523</u>
CURRENT PAYMENT DUE	<u>\$2,986</u>

State of: MINNESOTA
Subscribed and sworn to before me this
Notary Public
My Commission expires: January 31, 2022

Andrea Rekow

AMOUNT CERTIFIED..... \$2,986

ARCHITECT Paul D. King **Date:** 03/11/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21
 APPLICATION DATE: 2/1/2020
 PERIOD TO: 2/29/2020
 ARCHITECT'S PROJECT NO: 859802

PROJECT:
 HERMANTOWN-ESSENTIA HEALTH REGIONAL WELLNESS CENTER

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	George Bougalis and Sons, Co.	543,747	543,747			543,747	100%		
2	Wells Concrete	932,279	932,279			932,279	100%		
3	Brent's Biffies								
4	A-1 Fence Company								
5	Home Mender, Inc.	366,822	366,822			366,822	100%		
6	The Jamar Company	522,198	522,198			522,198	100%		
7	Briese Iron Works, Inc.	629,326	629,327			629,327	100%	(1)	
8	St. Germain's Glass Inc.	242,836	242,836			242,836	100%		
9	Otis Elevator Company	77,965	77,965			77,965	100%	0	
10	A.G. O'Brien Plumbing and Heating Co.	29,800	29,800			29,800	100%		
11	Holden Electrical Co., Inc.	996,244	995,699	545		996,244	100%		
12	Northern Industrial Erectors, Inc.								
13	A.G. O'Brien Plumbing and Heating Co.	1,707,152	1,704,711	2,441		1,707,152	100%	(0)	
14	LHB (Survey Services)								
15	Olympic	191,542	191,542			191,542	100%		
16	Aqua Logic	979,331	979,331			979,331	100%		
17	Bedrock Flint	22,575	22,575			22,575	100%		
18	Universal Forest Products	168,764	168,764			168,764	100%		
19	Northern Door & Hardware	200,604	200,604			200,604	100%		
20	Johnsons Carpet	403,642	403,642			403,642	100%		
21	Intercon Group Inc.	124,142	124,142			124,142	100%		
22	Swanson & Youngdale Inc.	49,763	49,763			49,763	100%		
23	Twin City Acoustics Inc.	82,344	82,344			82,344	100%		
24	DoorCo Inc.	20,950	20,950			20,950	100%		
25	Anderson Ladd	114,420	114,420			114,420	100%		
26	Belganger Inc.	29,424	29,424			29,424	100%		
27	Hufcor, Inc.	37,083	37,083			37,083	100%		
28	Peterson Companies, Inc.	50,933	50,933			50,933	100%		
		8,523,886	8,520,900	2,986		8,523,886	100%	(1)	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21

PROJECT:

APPLICATION DATE: 02/01/20

PERIOD TO: 2/29/2020

ARCHITECT'S PROJECT NO: 859802

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
26	TriMark Hockenbergs	68,830	68,830			68,830	100%		
27	Bartley Sales Company, Inc.	149,308	149,308			149,308	100%		
28	Summit Signs	24,485	24,485			24,485	100%		
29	<i>Prime Construction</i>								
30	Approved COs (In above line items)	600,000							
31	TBD Labor/Equipment/TM Transfer	(589,448)						(589,448)	
34									
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SUBTOTALS PAGE 3		8,777,061	8,763,523	2,986		8,766,509	100%	(589,448)	

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



DATE: March 26, 2020 **Meeting Date:** 4/6/20
SUBJECT: Subdivision of an R-3 zoned **Agenda Item: 12-C** **Resolution 2020-44**
property to create a flag lot

REQUESTED ACTION

Council to approve a subdivision of the R-3 zoned property located at 3755 Lavaque Road for the purpose of creating a flag lot.

DESCRIPTION OF REQUEST

The property owner owns a 2.24 acre property at 3755 Lavaque Road. The property has a lot dimension of 130' x 750'. There is an existing structure on the located on the property which will be demolished.

The property owner proposes to create a new flag lot along the northern border of the existing property. The property owner is proposing a 30 foot 'pole/driveway' connection to Lavaque Road for a distance of 258 feet with the 'flag' portion of the lot being approximately 130' x 492'. The proposed lot sizes for the two total parcels are:

- Parcel B-1: 100' x 258' / 25,800 sf. or 0.6 acres
- Parcel B-2: 30' x 258' and 130' x 492' / 71,700 or 1.64 acres

The property owner intends to demolish the existing structure on the property and create the second lot. Both the parent lot and newly created flag lot will be marketed as residential building lots. The property owner has discussed this proposal with the City Utility Clerk as well as Public Works in order to verify that utilities are available and that a new driveway cut would be permitted.

This application was heard at the March 17, 2020 Planning and Zoning Commission meeting. There were two members of the public present and one who spoke regarding where the future home would be located on the property. The Planning and Zoning Commission unanimously recommended the project be forwarded to the City Council for the April 6, 2020 meeting.

SITE INFORMATION:

Parcel Size:	2.24 acres
Legal Access:	Lavaque Road
Wetlands:	Yes, western 50' of property
Existing Zoning:	R-3, Residential
Minimum Lot Area:	0.5 acres (city services are available)
Airport Overlay:	No
Shoreland Overlay:	No
Comprehensive Plan:	Residential

BACKGROUND:

The City updated its regulations covering splitting of land and subdivisions in 2016. The update to the regulations created a process to allow flag lots in residential zoning districts. A flag lot is defined as a lot containing an area shaped like a “flag” which is the portion of the lot where all structures are to be located and an area shaped like a “pole” which is the portion of the lot where the vehicular access between the flag and its adjoining road shall be located. The regulations set ten standards for flag lots in Hermantown. These are listed in the Findings section. Flag lots require a public hearing by the Planning Commission and approval by the City Council.

Administrative approvals and Flag Lot approvals require a certificate of survey, resulting legal descriptions, and review of any assessments. In addition, the City charges a fee in lieu of land dedication of \$1,100 for parks and recreation for every new residential lot created.

The existing lot/property utilizes City water and sanitary sewer services. As part of the flag lot project, the property owner will need to complete the hook up new City services and pay the associated City and WLSSD hookup fees. The new flag lot will also be required to utilize City sanitary sewer and water services.

Wetlands on the property were delineated in 2018 and approved by the Hermantown TEP in 2019. The delineation shows a wetland on the western 50 feet of the property. Any future building plans for residential construction will need to occur within the upland areas of both the parent property and created flag lot.

There is an existing water line and sanitary sewer within the right of way of Lavaque Road. The property owner will need to submit for the proper required permits and pay any applicable connection fees in order to utilize these existing utility services.

FINDINGS:

Staff recommends the following findings of fact regarding the flag lot split application:

- 1. The resulting lots do not violate any provision of the Hermantown Zoning Regulations, Comprehensive Plan, or any other local ordinance.** The lot exceeds minimum standards in the R-3, Residential District, maintains the suburban residential development pattern identified in the Comprehensive Plan, and has access to water and sewer.
- 2. The width of the flag lot at the front yard setback line must meet the lot width requirements of the Hermantown Zoning Regulations.** The lot is 130’ wide at the front yard setback line which exceeds the requirement of 100’.
- 3. The pole portion of a flag lot shall not exceed 500 feet.** The pole is 258’ feet long.
- 4. The pole portion of a flag lot must have a minimum width of 30 feet, be of uniform width, be a platted part of the flag lot, and connect to a public street. The driveway shall be set back a minimum of 10 feet from the neighboring property that was not used to create the flag lot and five feet from the mother property.** The pole is 30’ wide. Approval of building permits will be conditioned on siting of the driveway to meet setback standards defined in Section 1010.04.04 of the Hermantown Zoning Regulations.
- 5. The pole portion of the flag lot will not be included in calculating the minimum lot area.** The lot area without the “pole” is 1.25 acres which exceeds the ½ acre minimum lot size of the R-3, Residential zoning district.
- 6. Only one flag lot may be created from an existing/mother property.** The city will record that no further flag lots can be created from PIN # 395-0010-08331.

7. **Must be used exclusively for single family dwelling and accessory uses.** The intended use of the new developable lot is for single family residential. The City will only issue building or zoning permits for single family residential and related uses.
8. **The City must determine that the creation of the flag lot will not interfere with future development of roads or interior lands.** This lot and the abutting ones are part of an infill development. The property to the north and west have already been platted and the property to the south contains a single-family home.
9. **The City must determine that the flag lot provides adequate accessibility of emergency responders.** The proposed pole meets minimum width and is less than the maximum length. Both standards were developed with emergency response vehicles in mind.
10. **All flag lots must display an address at their closest point of access to a public street for emergency responders.** The applicant will have to assent to displaying 911 addressing in a visible location at the entrance of the driveway.

RECOMMENDATION:

Staff recommends approval of the creation of a 130' by 492' flag lot with a 30' by 258' pole abutting Maple Grove Road with the following conditions:

1. Adopt the stated Findings of Fact and other content of this report as the required findings identified in Section 1010.04.11.6 of the Hermantown Zoning Regulations.
2. Prior to recording of the flag lot the property owner shall pay a fee in lieu of land dedication for parks and recreation of \$1,100.
3. Prior to issuance of a City land alteration permit for site work on the flag lot the property owner of the land alteration permit will provide a site plan depicting the driveway and flag the location of the driveway for inspection to confirm that it meets setback requirements listed Section 1010.04 of the Hermantown Zoning Regulations.
4. The new flag lot will be required to utilize City sanitary sewer and water services and pay all applicable fees.
5. The property owner will be required to demolish the existing structure on the property.
6. The property owner shall sign a consent form assenting to all conditions of this approval.
7. The property owner shall pay an administrative fine of \$750 per violation of any condition of this approval.

ATTACHMENTS

- Location Map
- Proposed Survey and Legal Descriptions

Administrative Subdivision For:

Titan Premier LLC property:

3755 Lavaque Rd., Hermantown, MN
 LOCATED IN PART OF SEC. 27 TWP. 50 RGE. 15
 ST LOUIS COUNTY, MN

Entire Property Legal Description

The North 130.00 feet of the South 230.00 feet of the East 750.00 feet of the South-half of the South-half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 50, Range 15, St. Louis County, Minnesota,

Property Identification Number: 395-0010-08331

Total Site Area = 97,500 sq.ft. or 2.238 Acres. (Includes Right-of-way)
 Right-of-way = 4,290 sq.ft. or 0.098 Acres.

Parcel Split Descriptions:

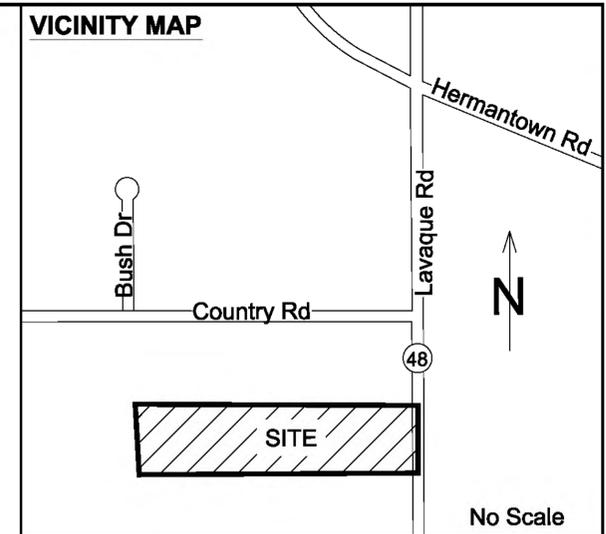
PARCEL B-1

The North 130.00 feet of the South 230.00 feet of the East 750.00 feet of the South-half of the South-half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 50, Range 15, St. Louis County, Minnesota,
 EXCEPT

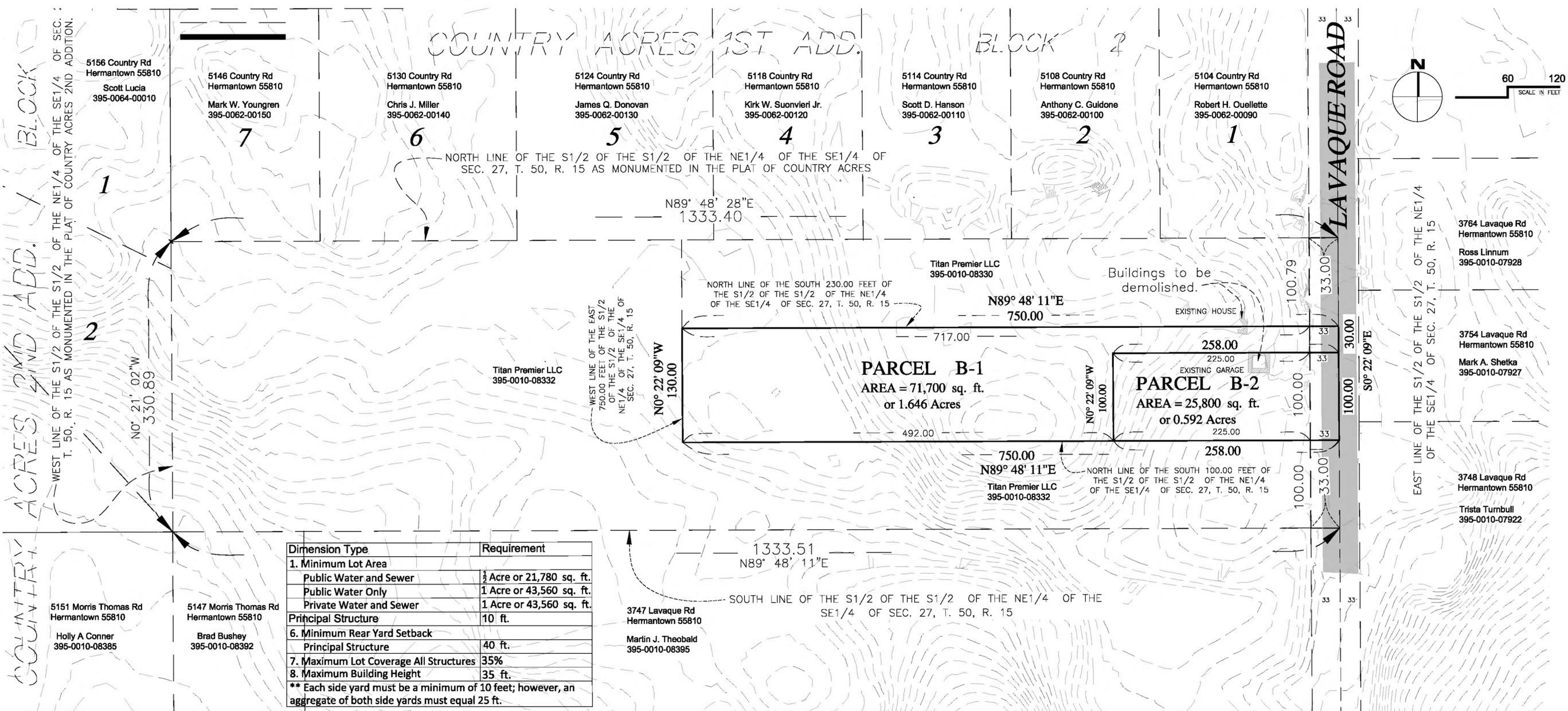
The South 100.00 feet of the East 258.00 feet thereof.

PARCEL B-2

The South 100.00 feet of the North 130.00 feet of the South 230.00 feet of the East 258.00 feet of the South-half of the South-half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 50, Range 15, St. Louis County, Minnesota.



ZONED R-3 RESIDENTIAL
 FEMA FLOOD MAP: 27070800098
 EFFECTIVE DATE: 11/18/1981
 ZONE C - AREA OF MINIMAL FLOODING



Dimension Type	Requirement
1. Minimum Lot Area	
Public Water and Sewer	1/2 Acre or 21,780 sq. ft.
Public Water Only	1 Acre or 43,560 sq. ft.
Private Water and Sewer	1 Acre or 43,560 sq. ft.
Principal Structure	10 ft.
6. Minimum Rear Yard Setback	
Principal Structure	40 ft.
7. Maximum Lot Coverage All Structures	35%
8. Maximum Building Height	35 ft.
** Each side yard must be a minimum of 10 feet; however, an aggregate of both side yards must equal 25 ft.	

AMI
 Consulting Engineers P.A.
 3640 TALMAGE CIR. VADNAIS HEIGHTS
 651.344.8783 - amiengineers.com
 SUPERIOR - IRON RANGE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
 NAME: RON ALWIN
 SIGNATURE: [Signature]
 LIC. NO.: 17165
 DATE: 1/20/2020

REV. BY:	DESCRIPTION

REV.	DATE

ADMINISTRATIVE SUBDIVISION
 OF:
 3755 LAVAGUE ROAD
 HERMANTOWN, MN
 FOR TITAN PREMIER LLC
 11125 WESTMEIER RD
 #925 HOUSTON TX 77042

JOB No: 181258
 DATE: 1.20.2020
 DRAWN BY: MTL & RPA
 DESIGNED BY: -
 SHEET:
1 OF 1

Resolution 2020-44

**RESOLUTION APPROVING A FLAG LOT SUBDIVISION OF
3755 LAVAQUE ROAD AND AUTHORIZING CITY STAFF TO EXECUTE SUCH
SUBDIVISION UPON THE SATISFACTION OF CERTAIN CONDITIONS**

WHEREAS, Survey documents ("Survey") of the flag lot subdivision have been submitted to the City;
and

WHEREAS, Kevin Kuklis/Titan Premier LLC ("Applicant") has requested that the City Council approve the flag lot subdivision creating one (1) new conforming lot from the existing 3755 Lavaque Road property; and

WHEREAS, The Hermantown Planning and Zoning Commission has recommended the approval of the flag lot subdivision; and

WHEREAS, The City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the flag lot subdivision be approved, subject to the satisfaction of certain conditions; and

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

1. The flag lot subdivision is hereby approved.
2. City Staff are hereby authorized and directed to execute the flag lot subdivision on behalf of the City of Hermantown when City Staff determine that all of the following items have been satisfied:
 - 2.1. Prior to issuance of a City land alteration permit for site work on the flag lot, the applicant of the land alteration permit will provide a site plan depicting the driveway and flag the location of the driveway for inspection to confirm that it meets setback requirements listed in Section 1010.04 of the Hermantown Zoning Regulations.
 - 2.2. Prior to recording of the flag lot the applicant shall pay a fee in lieu of land dedication for parks and recreation of \$1,100.
 - 2.2 The new flag lot will be required to utilize City sanitary sewer and water services for the newly created flag lot and pay all applicable fees.
 - 2.3 The applicant will be required to demolish the existing structure on the property.
 - 2.4 The applicant shall sign a consent form assenting to all conditions of this approval.
 - 2.5 No further flag lot splits will be allowed for the subject property. In addition, the applicants consent to a 911 sign being installed at the driveway entrance of the newly created flag lot.
 - 2.6 The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2020.

EXHIBIT A

North 130.00 feet of South 230.00 feet of East 750.00 feet of the S1/2 of S1/2 of NE1/4 of SE1/4 of Section 27, Township 50, Range 15.

TO: Mayor & City Council

FROM: Paul Senst, Public Works
Director

DATE: March 30, 2020

Meeting Date: 4/6/20

SUBJECT: Cooperative Agreement –
Morris Thomas Rd.

Agenda Item: 12-D

Resolution 2020-45



REQUESTED ACTION

Approve a Cooperative Agreement with St. Louis County for reclaim and overlay with utility improvements on Morris Thomas Rd.

BACKGROUND

The St. Louis County (SLC) Highway Department is going to be reconstructing Morris Thomas Road from Hwy 2 East to Haines Road in 2021. As part of the plan, we have asked SLC if it would be possible to have some work engineered and performed as part of their contract.

When SLC fully reconstructs their roads, they do not want the road disturbed for at least 7 years, unless it's an emergency case. This road has been widened over the years and we now need to move the hydrants back to protect them. They are some of the oldest in the City. We would like to replace 12-13 hydrants and hydrant valves and relocate these hydrants as far back in the right of way as possible to minimize the damage to the hydrants. The budget for this work is approximately \$75,000 - 100,000 plus SLC fees for construction administration.

SOURCE OF FUNDS (if applicable)

601-494300-472 & 2021 CIP

ATTACHMENTS

Cooperative Agreement

Resolution No. 2020-45

RESOLUTION APPROVING COOPERATIVE AGREEMENT WITH ST. LOUIS COUNTY PROJECT NO. CP 0056-284469/SP 069-656-018 RECLAIM & OVERLAY WITH UTILITY IMPROVEMENTS ON MORRIS THOMAS ROAD WITHIN THE CITY OF HERMANTOWN CORPORATE LIMITS

WHEREAS, the County intends to undertake a reclaim and overlay project on Morris Thomas Road (CSAH 56) between Trunk Highway 2 and Haines Road (CSAH 91), known as project CP 0056-284469/SP 069-656-018, scheduled for construction in 2021 (hereinafter the “County Project”); and

WHEREAS, the City of Hermantown has proposed improvements to their water utility system (hereinafter the “City Project”) in conjunction with the construction of the County Project by the County; and

WHEREAS, it is justified and mutually beneficial for the City and County to combine the County Project and City Project to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, the County will advertise, bid, and enter into a contract with the low bidder for construction of the County Project and City Project (hereinafter the “Contract”)

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

1. The Cooperative Agreement between St. Louis County and the City of Hermantown is hereby approved by the City of Hermantown.
2. The funds for the City Project will be paid from Water Fund 601.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2020.

St. Louis County
Morris Thomas Road
St. Louis County Proj. No. CP 0056-284469 / SP 069-656-018

COOPERATIVE
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF HERMANTOWN
TO

Perform a reclaim and overlay with utility improvements on Morris Thomas Road (CSAH 56), in Hermantown, St. Louis County, Minnesota.

CP 0056-284469

Prepared by the St. Louis County Highway Engineering Division

THIS AGREEMENT is made and entered into by and between the County of St. Louis, a duly organized county within the State of Minnesota, hereinafter referred to as the “County”, and the City of Hermantown, hereinafter referred to as the “City”, a municipal corporation of St. Louis County, Minnesota.

WHEREAS the County intends to undertake a reclaim and overlay project on Morris Thomas Road (CSAH 56) between Trunk Highway 2 and Haines Road (CSAH 91), known as project CP 0056-284469 / SP 069-656-018, scheduled for construction in 2021 (hereinafter the “County Project”); and

WHEREAS, the City of Hermantown has proposed improvements to their water utility system (hereinafter the “City Project”) in conjunction with the construction of the County Project by the County; and

WHEREAS, it is justified and mutually beneficial for the City and County to combine the County Project and City Project to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, the County will advertise, bid, and enter into a contract with the low bidder for construction of the County Project and City Project (hereinafter the “Contract”)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County shall prepare plans and specifications for the Contract. The County shall include the plans and specifications in the proposed bid package, from which the costs for the proposed City Project will be determined by the bid prices in accordance with the terms of the Contract and upon written approval of such costs by the

City. The County shall perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items in accordance with State Aid standards. The County shall perform contract administration at no cost to the City.

2. The County and City shall perform, by contract, the construction work provided for in the Plan, with the construction costs of County Project covered by the County and the construction costs of the City Project covered by the City. The County, shall prepare bid documents by compiling pay items from the County Project and City Project, and shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications. After contract letting, and prior to contract award, the County will provide the City with an abstract of all bids received. The City will promptly review bid information. The County must obtain the concurrence of the City prior to awarding the contract.

3. All further costs for change orders, work orders and supplemental agreements shall be covered by the respective owner of the work.

4. Any field changes related to the City Project shall be authorized by the City prior to the work occurring.

5. The County shall take all actions necessary to prepare the project for construction, including, but not limited to obtaining any and all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.

6. In the event that the City takes any action that results in lost time or efficiency, or a delay of completion of the County's construction of the County roads, the

City shall bear the full financial responsibility for any claims or causes of action arising therefrom.

7. Each party designates an Authorized Representative for the purpose of administering this Agreement. A party's authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

a. For the County:

Steve Krasaway, P.E.
Public Works Department / Resident Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3841

b. For the City:

John Mulder
City Administrator
5105 Maple Grove Road
Hermantown, MN 55811
(218) 729-3600
jmulder@hermantownmn.com

8. The County will submit invoices to the City concurrently with copies of the payments made to the Contractor for the City Project. The City shall pay the County invoices within 35 days of receipt. The City shall make final payment within 35 days of receipt of the final contract quantities for the City Project.

9. This Agreement may be terminated only as follows:

a. At any time by mutual agreement of the parties;

- b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by end of the 30 day notice period. In the event of such termination, the County and City shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

10. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other party and all of their employees and agents from any and all claims, demands actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the work provided herein.

11. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County, and not the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.

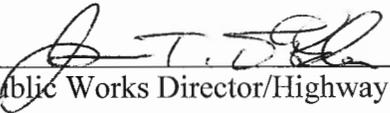
12. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City, and not the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any claims made by any

third parties as a consequence of any act of said employees, shall be the sole obligation of the City.

13. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a.

COUNTY OF ST. LOUIS

Chair of the County Board

By 
Public Works Director/Highway Engineer

Dated _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
County Attorney
Damion No.

CITY OF HERMANTOWN

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: February 11, 2020 Resolution No. 20-63
Offered by Commissioner: Nelson

Agreement with City of Hermantown for Construction on Morris Thomas Road

RESOLVED, That the St. Louis County Board authorizes an agreement, and any amendments approved by the County Attorney, with the City of Hermantown for the construction on County State Aid Highway 56, CP 0056-284469/SP 069-656-019, whereby the City of Hermantown will pay the "City of Hermantown Non-Participating" local share items listed in the Plan. The funds from the City of Hermantown for project CP 0056-284469/SP 069-656-019 will be receipted into Fund 220, Agency 220532, Object 551503.

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Boyle, McDonald, Musolf, Nelson and Chair Jugovich – 6
Nays – None
Absent – Commissioner Olson – 1

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of February, A.D. 2020, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 11th day of February, A.D., 2020.

NANCY NILSEN, COUNTY AUDITOR

By


Clerk of the County Board/Deputy Auditor

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: March 30, 2020
SUBJECT: Geo-Tech Proposals



Meeting Date: 4/6/20
Agenda Item: 12-E **Resolution 2020-46**

REQUESTED ACTION

Accept the proposal for construction materials testing services with EPC Engineering & Testing for the Trunk Sewer Spur and Munger Trail Spur

BACKGROUND

In 2018, the City contracted with EPC Engineering and Testing to conduct soil borings for the Section 24 Sewer Trunkline and Trail project under the Master Services agreement at the time. Since then the City Council approved extending the Master Service Agreement and awarded a construction bid for the Section 24 Trunkline and Trail project.

It is recommended to accept the proposal from with EPC Engineering & Testing for construction materials testing services for the Trunk Sewer Spur and Munger Trail Spur. This work would be done under the master services agreement.

SOURCE OF FUNDS (if applicable)

Sales Tax

ATTACHMENTS

Resolution
Proposal from EPC

Resolution No. 2020-46

RESOLUTION APPROVING AUTHORIZATION FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MATERIALS TESTING SERVICES BY EPC ENGINEERING & TESTING

WHEREAS, the City of Hermantown (“City”) obtained a proposal from EPC Engineering & Testing (“EPC”) dated February 14, 2020 for construction materials testing services for the Trunk Sewer Spur and Munger Trail Spur project in Hermantown, Minnesota (“Project”); and

WHEREAS, such proposal (“Proposal”) is attached hereto as Exhibit B; and

WHEREAS, City has a Master Services Agreement dated February 24, 2020 (“Master Services Agreement”) with EPC that would cover the services described in the Proposal; and

WHEREAS, the Master Services Agreement provides for the issuance of an Authorization for Professional Services upon acceptance of a Proposal; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City to approve an Authorization for Professional Services with EPC to provide the services described in the Proposal and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown.

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

1. The Proposal attached hereto as Exhibit B is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Authorization for Professional Services substantially in the form attached hereto as Exhibit A.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2020.

EXHIBIT A

CITY OF HERMANTOWN, MINNESOTA

AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: EPC Engineering & Testing (“Consultant”)

Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated February 24, 2020, you are hereby authorized to proceed with the Professional Services described in the Proposal attached hereto.

I. PROJECT DESCRIPTION

The City of Hermantown (“City”) has requested Consultant perform construction materials testing services for the Trunk Sewer Spur and Munger Trail Spur in Hermantown, Minnesota.

II. SERVICES TO BE PROVIDED

Consultant has agreed to provide the services described in the Proposal attached hereto.

A. ADDITIONAL SERVICES

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. _____

B. _____

III. PERIOD OF SERVICE

Consultant’s services will be completed within _____ from the date of this Authorization.

IV. COMPENSATION

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Proposal, in a not to exceed the amount of \$24,915.00.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a _____ meeting of the _____ on _____, 20__.

By _____ Attest _____
Mayor City Clerk

OR

Approved by _____, _____, 20__.
Authorized City Representative

Consultant Acceptance by _____, 20__.
Authorized Consultant Representative

EXHIBIT B

PROJECT PROPOSAL

EPC Engineering & Testing
Geotechnical • Environmental • Materials Engineering

539 Garfield Avenue
Duluth, Minnesota 55802

(218) 727-1239
(218) 727-1248 fax

February 14, 2020

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

C/O
Northland Consulting Engineers
102 South 21st Ave W, Suite 1
Duluth, MN 55806

Attn: Adam Zwak, P.E.

Re: Construction Materials Testing
Trunk Sewer Spur and Munger Trail Spur
City of Hermantown

Dear Mr. Zwak,

EPC Engineering & Testing (EPC) is pleased to respond to the above referenced Request for Proposal (RFP). Following is a summarized list of prices estimated for the materials testing of the proposed project referenced above. The quantities were estimated from the information you provided and our experience with construction materials testing. The contractor's schedule could change the time required to complete a task. However, the unit rates presented will remain the same until the project is completed. The client is responsible to provide adequate notification for testing to be performed. We trust you will find the following in order.

Testing of Soils:

Excavation Observation: Estimated 15 hours @ \$85 per hour	\$ 1,275.00
Labor to compensate for density testing: est. 35hours @ \$85 per hour	\$ 2,975.00
Sampling Soils (est. 15 hours @ \$ 85 per hour)	\$ 1,275.00
Gradations 15 @ \$ 115 Each (Cl 7B @ \$ 145 each)	\$ 1,725.00
Proctors: 10 Modified/Standard @ \$ 130 each	\$ 1,300.00
Rock Corrections: 8 @ \$83 each	\$ 664.00
Clay Soil Prep for Proctor: Est. 5 @ \$ 150 each	\$ 750.00
Nuclear Density Tests: 250 @ \$ 20 each; est. 5 per hour	\$ <u>5,000.00</u>
Subtotal	\$ 14,964.00

Testing of Concrete:

Plant (batch ticket) Inspection (2 hours @ \$ 85 / hour)	\$	170.00
Plant I Aggregate Gradation Testing (1 Coarse Agg, 1 Fine Agg @ \$ 83 ea)	\$	166.00
5 Tests/Concrete Pours (including exterior flatwork/curb/decking/paving); including slump, air, temp, 4 cylinders, & 1.5 hours labor @ \$ 135 per pour	\$	675.00
20 Compressive Strength Tests @ \$ 20 each	\$	400.00
Concrete Cyl. Pick-up Charge (if not on-site for other work); \$ 45 each, est. 1	\$	<u>45.00</u>
Subtotal	\$	1,456.00

Bituminous Pavement Testing:

Labor to obtain Samples (split w/contractor): Est. 3 hours @ \$85 hour	\$	255.00
Gyratory Analysis; including air voids and Extraction/Gradation Est. 1 @ \$700 each	\$	700.00
Core Density (est. 0 at \$ 50 each)	\$	<u>0.00</u>
Subtotal	\$	955.00

Mobilization:

Est. 82 Trips @ \$ 45 each including (labor if out-of-town), vehicle and mileage	\$	<u>3,690.00</u>
Subtotal	\$	3,690.00

Reporting:

Reporting and Project Management; including (25 hours Tech @ \$ 85, 15 hours Engineer @ \$ 115)	\$	<u>3,850.00</u>
Subtotal	\$	3,850.00

CONSTRUCTION MATERIALS TOTAL \$ 24,915.00

The above total is an estimate. The actual total will be billed on a time and materials basis. The above total should be adequate for a project of this size and will not be exceeded without the approval of the client.

The above rates (and the attached testing rates) are based on work being performed up to an 8-hour period from 7:00AM to 5:00PM, Monday through Friday. Over 8-hours and/or outside of this time period and all of Saturday would be charged at the applicable rate times 1.25. Sundays and holidays would be 1.5 times the rate.

Unless otherwise directed we request that the concrete supplier receive concrete test reports (from EPC), as they are required to provide the results for other projects with the same mix design(s).

We would like to thank you for considering EPC for this project. If you have any questions or comments please call.

Sincerely,
EPC Engineering & Testing

Chad Lowney, Sr. Tech.
Project Manager
(218) 727-1239

This proposal is subject to the General Conditions of Service, a copy of which is attached and hereto made a part of this proposal. Upon acceptance of this proposal, along with the general conditions and terms of service, please sign and return one copy to us, for our records, as our authorization to proceed with this project.

Signed _____

Date _____

Printed Name _____

Title _____

Company _____

Address _____

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



DATE: March 31, 2020 **Meeting Date:** 4/6/20
SUBJECT: Final PUD – The Pillars of Hermantown **Agenda Item: 12-F** **Resolution 2020-47**

REQUESTED ACTION

Council to approve a Final Planned Unit Development Plan for a 110 unit/lot residential development.

BACKGROUND

Applicant is requesting approval of a Final Planned Unit Development (PUD) Plan, to construct a 110-unit, three story senior living building on 10 acres in the R-3 Zoning District at 5097 Maple Grove Road. The proposed development is proposed to contain 110 units total.

SITE INFORMATION: 10 acres
Legal Access: Maple Grove Road and Lavaque Road
Wetlands: Yes – on adjacent 10 acre parcel. Have been delineated
Existing Zoning: R -3 Single Family Residential
Airport Overlay: C Zone, structure height restrictions only
Shoreland Overlay: No
Comprehensive Plan: Residential

Background:

The City was first approached in February 2019 with a proposed project which included a senior living facility, 16 townhomes and 18 single family homes. This prior application with its associated development plans was reviewed by staff and presented to the Planning Commission in July 2019 for Preliminary PUD approval and in November for Final PUD approval. The Project was forwarded to the City Council in December and was heard at both December and January City Council meetings. The City Council ultimately denied the Project as previously proposed.

The Applicant has revisited the Project and is now proposing The Pillars of Hermantown a 110-unit, senior living, three story building. The site is currently undeveloped with rolling topography and a mixture of trees and open grassland area. There are no wetlands on the property and the site has access from Maple Grove Road to the south and Lavaque Road to the west. The adjacent 10-acre parcel to the east which will be used for site access does have wetlands present. These wetlands have been reviewed and approved delineation wise and will need to have a wetland impact application submitted.

The Preliminary PUD application was heard at the February 11, 2020 Planning and Zoning Commission meeting. There were approximately 15 members of the public present, of which two of whom spoke. The Planning and Zoning Commission recommended 5-1 that the project be forwarded to the City Council where it was unanimously approved at the March 2, 2020 meeting.

The Final PUD application was heard at the March 17, 2020 Planning and Zoning Commission meeting. There were approximately 8 members of the public present, of which three of whom spoke. The Planning and Zoning Commission recommended 5-1 that the project be forwarded to the City Council for the April 6, 2020 meeting.

The 110-unit, three story senior building consists of independent, assisted living and memory care units and has a footprint of approximately 39,000 square feet for a total of approximately 116,000 square feet in size. The building is proposed to have 72 surface parking spaces and 62 underground spaces.

Before starting the design process, Oppidan hired a third-party source to conduct a market study to determine demand for senior residential units on this site. Using this information, Oppidan and Ebenezer worked together to design a building to fit this demand.

Included within the proposed community are several amenity spaces with potential to include heated, underground parking, a pub, theater and chapel room, fitness center, salon, a library and outdoor activity spaces.

Of the 100 units, approximately 20 would be designed specific to Memory Care residents. This area of the building will be secured to provide a safe community home for the residents and prevent residents from wandering away and will be staffed to handle higher care levels. This space will include separate dining and community space, as well as a private courtyard. Memory Care residents do not have access to vehicles and therefore do not have any impact on area traffic.

Ebenezer staffs 'awake' caregivers at their facilities 24/7, 365 days a year to help care for residents, and address emergencies. In addition to these services the Project is closely located to the Hermantown Volunteer Fire Department with the entrance to the project site being approximately 1,500 feet from the Maple Grove driveway access of the HVFD.

PUD Process:

The City's zoning regulations governing PUD's require that each PUD obtain preliminary and final approval. At the City's discretion, the preliminary and final PUD approvals may be processed concurrently. The City determined that a split review process was appropriate in this case as it provides two public hearings for the public to provide comments related to the project.

The PUD review and approval process include a public hearing by the Planning Commission and a recommendation to the City Council. Following preliminary approval by the City Council, the Applicant has one year to file for a Final PUD. At the time of Final PUD approval, the Applicant will then be required to enter into a development contract with the City to govern certain aspects of the site development, including payments for utility connections. A Final PUD order will be approved by the City setting Project specific development standards. Following completion of the development contract the Applicant will be granted final Zoning approval and can begin construction, pending approval the associated building permits.

Per Section 1105 of the Planned Unit Development section of the Zoning Ordinance, it requires that a PUD must provide public benefits to the surrounding neighborhood and to the city above and beyond what can be reasonably achieved by application of the zoning provisions applicable to the underlying zoning district. The nature and scale of public benefit shall be determined by the City and include, but not be limited to:

Preservation and enhancement of natural systems and resources, topography, vegetation, and other natural features. – This project allows for development of a property which has minimal impediments (good access, no wetlands, minimal adjacent properties). There are no existing structures or wetlands on this 10-acre site. There is a vegetated berm located on the south and west sides of the property along Maple Grove Road and Lavaque Road, respectively. The proposed senior living community will sit in the NE corner of the site which allows for the majority of the berm to remain as is, creating a buffer between the proposed development and the roadway.

The topography in this portion of the site allows for relatively easy access into the underground parking garage with access under the north-south wing of the building. As much foliage as possible will be preserved to provide additional screening and greenspace for residents. Proposed landscaping plans will fit accordingly within City guidelines.

- 1.2 Provision of recreational amenities including trails and parks. – The Project proposes green space as well as undeveloped land as part of the development. The Project has an interior sidewalk which connects to the existing sidewalk along Maple Grove Road. In the future, the City is planning construction of the Hermantown Community Connector Trail, a 2.15 mile trail from the Government Services Complex (City Hall) to the Essentia Wellness Center/Hermantown School Campus. This proposed trail would connect to the existing sidewalk located at the NW intersection of Maple Grove and Lavaque Road.
- 1.3 Provisions of pedestrian and non-motorized travel facilities. - Internal sidewalk system which connects to the public right of way and sidewalk described above.
- 1.4 Use of design, landscape, or architectural features to create pleasing environment or other special development features. This is accomplished by requiring the use of approved building materials and green space/undeveloped land.
- 1.5 Provision of a variety of housing and community types. – The project proposes to add needed senior housing to the community.

Zoning Analysis:

The property is zoned R-3, Residential. The applicant has applied for a Planned Unit Development (PUD) for the property. A PUD is a permitted use in an R-3 zone district. Section 11 of the zoning ordinance explains that: ‘A PUD is intended to encourage a more efficient and creative use of land and development, more efficient and effective use of streets, utilities and public services; protection of natural resources; and more efficient and effective provision of recreational, public and open space than can be achieved through conventional development procedures.

This Project is in close proximity to the City’s administrative services complex and will be a natural and complementary extension of a higher density institutional service use of the property near the intersection of Maple Grove Road and Lavaque Road.

Setbacks

City Code allows a PUD to have standards that meet the City’s goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The proposed project has the following setbacks and building height:

Typical setback standards in the R-3 Zoning District for single family residential homes and proposed setbacks are shown in Table 1:

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 233 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	100 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38’ -10” to mid point of roofline
Maximum lot coverage	35%	9%

Stormwater

The Applicant is proposing that the stormwater for the Project be directed towards a main storm basin located in the western, center portion of the site. The stormwater plans will be further reviewed at the time of the final construction drawings. The Applicant will be required to engage an engineer to prepare an erosion and sediment control plan for construction and post-construction control of run-off. Bio-rolls, silt fencing and other Best Management Practices will be required in order to control runoff during construction.

Utilities

The Applicant will connect the senior building to City sewer and water systems. The Applicant will provide engineered plans for utility connections prior to beginning such work on the site. Detailed plans for the utility connections will be reviewed and approved by the City Engineer prior to issuance of the building permits.

The proposed Project would be constructed solely with private funds, as the Applicant has not requested any City assistance for the project. Previously, the City engaged a contractor to install water service to this property in association with the Maple Grove roadway improvement project in mid-2019. The cost of this service extension to the south property line of the site was \$66,190.00. As part of the

Development Agreement, the Applicant will be responsible to repay the City this amount either at time of platting or as an assessment to the property.

Driveway, Parking, and Traffic

The Applicant plans to construct a 28-foot-wide asphalt roadway with curb and gutter from Maple Grove Road along the existing sanitary sewer line immediately to the east of this 10 acre site. This roadway would be privately constructed and maintained, however it may be deeded to the City at a future date. From this roadway, the Applicant will construct a private drive which will connect to the underground parking and parking lot for the facility. This drive would then connect to Lavaque Road which allows for access to the property from two County Roads.

The Project will include Code compliant, senior-friendly sidewalks which will be provided to allow for resident's easy access to the parking lots and any outdoor amenity spaces. This sidewalk will also connect the senior building to the existing sidewalk system along Maple Grove Road.

The proposed parking for residents will be located in the underground parking garage which will hold approximately 62 stalls. Additional staff, visitor and resident parking has been proposed directly outside the main entrance and provides approximately another 72 stalls. Per the Applicant, this is adequate parking as several residents of senior communities do not transport themselves, many times opting to use the community owned bus. The proposed parking lot will be buffered through a combination of landscape plantings and by preserving a portion of the natural landscape, shielding much of the site from neighbors.

Vic Lund, Traffic Engineer with St. Louis County advised City Staff that the County performed an intersection control evaluation (ICE) study of Maple Grove Road and Lavaque Road in 2013. At that time, the traffic volumes did not warrant a traffic signal in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MUTCD).

The Property Owner engaged Vernon Swing a Professional Engineer specializing in traffic engineering to conduct a traffic study which took place in July and August 2019. The study was forwarded to Vic Lund, who concurred with the report and stated that a permit for full driveway access on Maple Grove Road and Lavaque Road would be approved upon receiving an application. This study has since been updated to only include the senior living facility as this is the proposed use on the site.

Vic Lund is of the opinion that the intersection of Maple Grove Road and Lavaque Road does not currently warrant a traffic signal. However, this intersection may warrant something in the future such as a traffic signal or roundabout. In order to provide a definitive analysis, he traffic will need to be recounted at the intersection and perform a signal warrant analysis.

Lastly, the intersection of Maple Grove Road and Lavaque Road is an entirely County-owned intersection and therefore St. Louis County is responsible to ensure this intersection is performing safely and efficiently while also looking out for future needs. St. Louis County has already reviewed the trip generation study of this proposed development and did not have any concerns about the additional traffic it may add and has indicated that it will issue access permits when requested.

Park Dedication Fees

The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. Park dedication fees will be paid according to the following schedule. Payments are due at the time of approval of the Final PUD or as agreed to in the development contract.

Development Type	Recommended
Multi-family, 2+ bedroom units	\$800
Multi-family, 1 bedroom and studio	\$400
Per bedroom fee	\$150
Planned Unit Development	Proportional to Mix of Development

Ownership Structure:

Oppidan Investment Company will own the community and has entered into an agreement with Ebenezer Management Services to manage the community. Ebenezer is wholly owned by Fairview Health Services and brings a wealth of experience and awareness to the aging population from both a caring living experience to necessary healthcare provisions. This will be the seventh community partnership between Oppidan and Ebenezer.

The proposed Pillars of Hermantown Senior living Community will enhance the local economy via job creation and tax expenses. New property taxes will be generated as a result of this development. This will also create the equivalent of more than 35 full time, permanent jobs. Both part-time and full-time positions exist at various wage rates and skill levels including skilled nursing, housekeeping, culinary and dining assistants and professional management.

Stormwater Utility Fees:

The Stormwater Facility Fee for the senior living facility will be calculated as a non-residential (greater than 4 units) use and subject to \$7.00/9,100 square feet of impervious surface. A stormwater fee of approximately \$420/year after credits will be required to be paid by the Project under current rates.

Summary

Staff recommends approval of 110 unit/lot Final PUD based on the findings of this report and the following:

1. The Final PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The Final PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing types in the community.
3. The Final PUD hereby approved is hereby expressly subject to the following conditions:
 - 3.1 That the Final PUD will be constructed as described in the plans accompanying the Application and the conditions contained herein and the Development Agreement.
 - 3.2 The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.
 - 3.3 Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection to see that the terms of this permit are met.

- 3.4 Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
- 3.5 Trees and brush cannot be burned or buried on the Land, but may be chipped and shredded.
- 3.6 An MPCA Stormwater Permit and erosion control measures must be in place prior to any construction on the Final PUD.
- 3.7 All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the entity that owns the utility.
- 3.8 The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
- 3.9 Dimensional requirements of lots, setbacks, and rights-of-way shall be according to the site plan submitted with the Application and table 1 below.

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
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Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38’-10” to mid point of roofline
Maximum lot coverage	35%	9%

- 3.10 The Applicant will have one year from the date of the Final PUD approval to enter into a Development Agreement with the City.

- 3.11 The Applicant shall sign a consent form assenting to all conditions of this Resolution.
- 3.12 Property Owner will provide for the ongoing maintenance of the drives, parking lots, landscaping features and other improvements constructed as part of the Final PUD and also provide for snow removal, salting, sanding, and other such work within the development at Applicants cost and expense.
- 3.13 No separate frontage on a public roadway will be required for any building constructed in the Land. The frontage of the Land on Maple Grove Road and Lavaque Road will satisfy the road frontage requirements for all buildings on the Land.
- 3.14 The Applicant is required to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, drives, parking lots etc.) according to City standards and coordinated with the City Engineer which will be incorporated into the Development Agreement for the Final PUD.
- 3.15 The Applicant shall pay park dedication fees according to the following schedule. Payments are due at the time set forth in the future Development Agreement.

Development Type	Recommended
Multi-family, 2+ bedroom units	\$800
Multi-family, 1 bedroom and studio	\$400
Per bedroom fee	\$150
Planned Unit Development	Proportional to Mix of Development

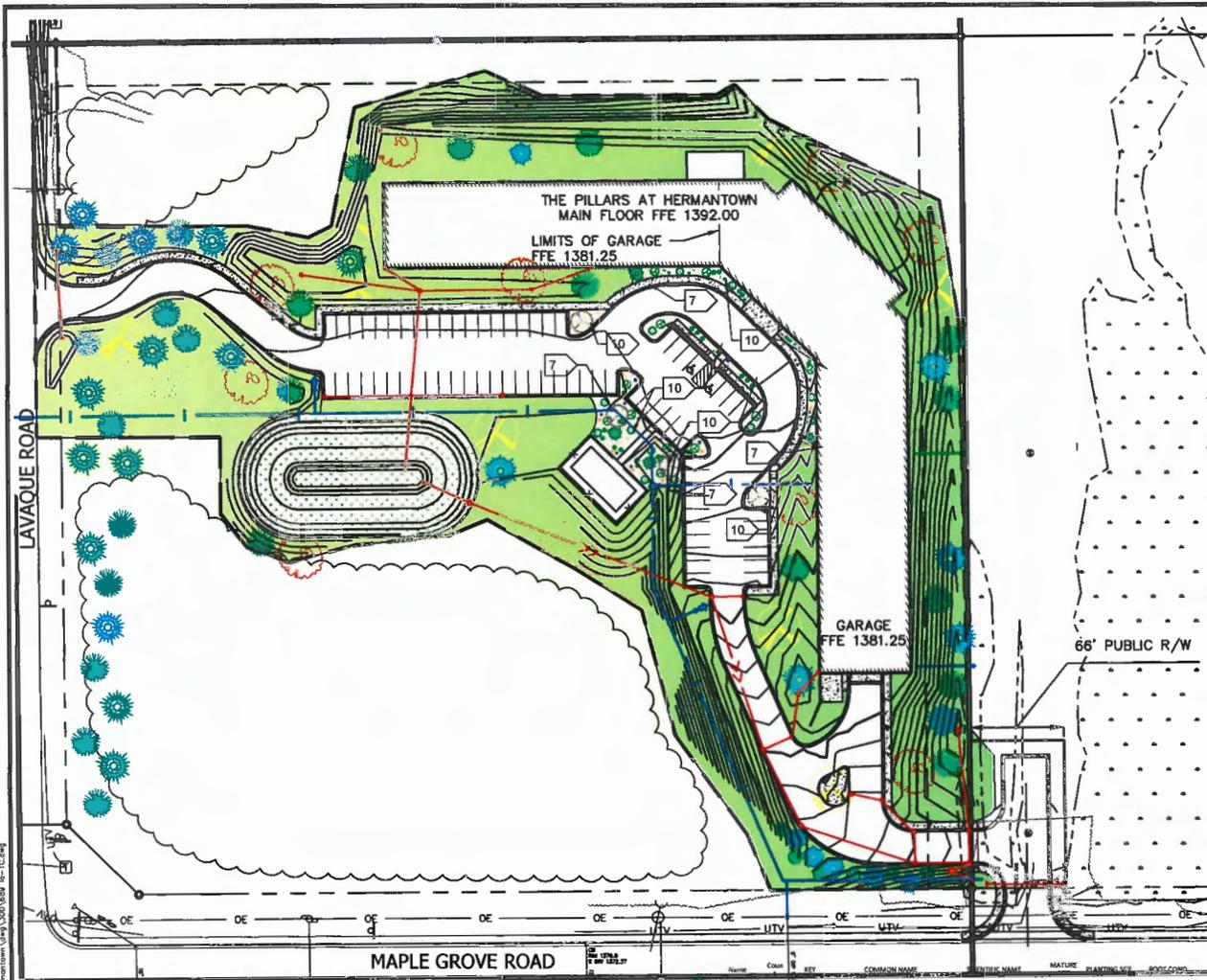
4. The City Council hereby approves and adopts the additional Findings of Fact set forth on Exhibit B attached hereto.
5. The approval given by this Resolution is not effective until Applicant executes and delivers an acceptance of the terms and provisions of this Resolution.
6. The approval made by this resolution only extends to the Final PUD as defined in this resolution.
7. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this Resolution.

ATTACHMENTS:

- Location Map
- Graphic Site/Landscape Plan
- Senior Facility Building Elevation

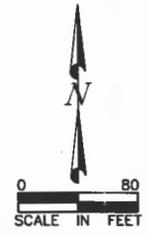
Location Map





Call 48 Hours before digging
GOPHER STATE ONE CALL
 Twin Cities Area 651-454-0002
 MN. Toll Free 1-800-252-1166

- LEGEND**
- : EXISTING VEGETATIVE SCREEN
 - : EVERGREEN TREE
 - : DECIDUOUS TREE
 - : DECORATIVE ROCK AREA
 - : TURF AREA
 - : MULCH AREA
 - : NATIVE SEED AREA
 - : UTILITY SCREEN
 - : FOUNDATION PLANTING
 - : PROPERTY LINE



LANDSCAPE NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
2. COORDINATE INSTALLATION WITH CONTRACTORS PERFORMING RELATED WORK.
3. SEED MIXTURES SHALL BE AS DEFINED IN CURRENT MNDOT SEEDING MANUAL. NATIVE SEEDS SHALL BE OF MINNESOTA (OR AS SPECIFIED) ORIGIN AND CERTIFIED BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCA). PROVIDE VERIFYING DOCUMENTATION TO THE OWNER 30 DAYS MINIMUM PRIOR TO INSTALLATION.
4. PLANT MATERIAL SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE OF HARDY STOCK, FREE FROM DISEASE, INFESTATION, DAMAGE, AND DISFIGURATION. FOR DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE SCHEDULE AND THE NUMBER SHOWN ON THE DRAWING, THE DRAWING SHALL GOVERN.
5. PLANTING SOIL SHALL CONSIST OF 4 PARTS TOPSOIL TO 1 PART PEAT HUMUS, WITH 3 POUNDS OF COMMERCIAL FERTILIZER ADDED PER CUBIC YARD.
6. SPREAD A MINIMUM OF 6 INCHES OF TOPSOIL AND SEED/SOD ALL TURF AREAS DISTURBED BY CONSTRUCTION.
7. EDGE SHRUB BEDS WITH 6-INCH BLACK VINYL EDGING (BLACK DIAMOND OR APPROVED EQUAL) EXCEPT WHERE ADJACENT TO CURBING, WALKS OR BUILDINGS.
8. PLACE PLANTS ACCORDING TO LAYOUT WITH PROPER NOMINAL SPACING.
9. SEE DETAILS FOR DEPTH OF PLANTING SOIL.
10. INSTALL 4 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN PERENNIAL BED AREAS

JPI
 Engineering
 Land Surveying
 Site Development
 JPI ENGINEERING, INC
 425 Grant Street
 Hibbing, MN 55746
 (218) 262-5528
 5670 Miller Trunk Hwy
 Duluth, MN 55811
 (218) 720-6219
 www.jpjeng.com

THE PILLARS
 AT HERMANTOWN
 HERMANTOWN

LANDSCAPE PLAN

REVISION DATE:	DESCRIPTION:

SURVEYED	DRS
DESIGNED	SC
DRAWN	TSC
CHECKED	JPI

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
PRELIMINARY
 JOHN P. JAMNICK, PE

DATE _____ LIC. NO. _____19907_____

20-688 PROJECT NO. **LS4**

NOTE:
 ANY PUBLIC UTILITIES SHOWN ON THIS PLAN ARE ONLY APPROXIMATE IN DEPTH AND LOCATION AND MUST BE VERIFIED BY THE CONTRACTOR.
 OTHER UTILITIES MAY EXIST AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SUCH.
NOTE:
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

Symbol	Common Name	Latin Name	Maturity	Planting Size	Spots/Container
	WHITE PINE	PAULS STROBUS	50'H x 40'W	8"	888
	NORTH STAR SPRUCE	PRINUS NORTH STAR	12'H x 4'W	#3	CONTAINER
	FAT ALBERT COLORADO SPRUCE	PICEA PUNGENS 'FAT ALBERT'	30'H x 35'W	6"	888
	FALL FIESTA SUGAR MAPLE	ACER SACCARINUM 'FALL FIESTA'	30'H x 35'W	2.5" CAL.	888
	DAKOTA PINNACLE BIRCH	BETULA PLATYPHYLLA 'YARDO'	35'H x 30'W	2.5" CAL.	888
	GLOR GLADIATOR CRABAPPLE	MALUS ADOBUNGENS 'GLADIATOR'	30'H x 30'W	6"	CONTAINER
	DWARF NORWAY SPRUCE	PICEA ABIES 'ELEGIANS'	3'H x 6'W	4"	CONTAINER
	WINE AND ROSES WEGGELA	WEIGELA FLORIDA 'ALEXANDRIA'	9'H x 5'W	6"	CONTAINER
	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'SUNK FOREVER'	5'H x 2'W	18"	CONTAINER
	BLACK EYED SUSAN	RUDBECKIA 'GOLDSTURM'	3.5'H x 1.5'W	12"	CONTAINER
	GAYFATHER	Liatris spicata 'FLORITAN VIOLET'	3'H x 2'W	12"	CONTAINER

Mar. 13, 2020 11:12am
 C:\p\jpi\Investment_CA\20-688 The Pillars Hermantown\Jury\2000\688 LS-TC.dwg

Resolution No. 2020-47

**RESOLUTION APPROVING FINAL PLANNED UNIT DEVELOPMENT FOR THE
PILLARS OF HERMANTOWN DEVELOPMENT**

WHEREAS, KTJ 360, LLC (“Applicant”) submitted an application (“Application”) for a Final Planned Unit Development (“Preliminary PUD”) to allow for construction of approximately 110 new residential units (“Project”) on a site located at 5097 Maple Grove Road in the City of Hermantown; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the Preliminary Planned Unit Development (“Preliminary PUD”) on February 11, 2020 following notice as required by the City’s Zoning Code; and

WHEREAS, following the public hearing on the Preliminary PUD, the Hermantown Planning and Zoning Commission recommended by a 5-1 vote that the City Council approve the Preliminary PUD at its meeting on March 2, 2020; and

WHEREAS, the City Council duly considered the Preliminary PUD at its meeting on March 2, 2020 and by a unanimous vote approved the Preliminary PUD; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the Final Planned Unit Development (“Final PUD”) on March 17, 2020 following notice as required by the City’s Zoning Code; and

WHEREAS, following the public hearing on the Final PUD, the Hermantown Planning and Zoning Commission recommended by a 5-1 vote that the City Council approve the Final PUD at its meeting on April 6, 2020; and

WHEREAS, the City Council provided opportunity for public comments regarding the Final PUD for it to consider at its meeting on April 6, 2020; and

WHEREAS, after due consideration of the entire City file, the testimony at the public hearing conducted by the Hermantown Planning and Zoning Commission and all other relevant matters the City Council hereby makes the following findings of fact related to the Final PUD.

A. FINDINGS OF FACT

1. Applicant made application for the Final PUD which is to be located within the City of Hermantown.
2. Applicant has advised the City that the Final PUD is located on the Land owned by Applicant has been granted and on easements that will be granted to Applicant if a Final PUD is approved for the Project.
3. Applicant or its transferees will be the user or potential user of the PUD.
4. The fee required to be submitted with the Final PUD application has been paid.
5. The Planning and Zoning Commission held a public hearing on the Final PUD following notice as required by ordinances of the City of Hermantown.

6. The Planning and Zoning Commission of the City of Hermantown submitted its report and recommendation on the Final PUD to the City Council within the time period set forth in the ordinances of the City of Hermantown.

7. The City Council considered the Final PUD after receiving the report and recommendation of the Planning and Zoning Commission.

8. The City Council allowed public comments on the Final PUD on April 6, 2020 in the following ways: : solicited public comments for a set period of time in advance of the April 6, 2020 meeting via e-mail and telephone and advertising for the public comment period in a way that aligns with other public meetings.

9. The Final PUD is consistent with the Hermantown Comprehensive Plan and is a permitted use in the R-3 Zone District in which it is located.

10. The tract of land (“Land”) affected by the Final PUD is legally described on **Exhibit A** attached hereto and the easements that will be utilized for the Project are identified on **Exhibit B** attached hereto.

11. The Final PUD includes provisions for the preservation and creation of natural amenities.

12. The Final PUD allows for natural systems, resources, topography, vegetation and other natural features to be preserved and enhanced to the extent possible.

13. The Final PUD is located on more than two and one half (2 ½) acres of contiguous land.

14. The Final PUD includes residential uses.

15. The Final PUD provides a public benefit with the following:

15.1. Pedestrian and non-motorized travel facilities through its internal sidewalk system which connects to a public right of way and public sidewalks.

15.2. Utilization of design, landscape and architectural features to create a pleasing environment by its use of different and quality building materials and green space.

15.3. Significant additional tax base.

16. Maps were provided with the Final PUD Plan and contained the following:

16.1. The existing topographic character of the Land.

16.2. A composite of all natural amenities of the site.

16.3. The size of the site and proposed uses of the Land to be developed together with an identification of off-site Land uses.

16.4. The density of land use to be allocated to the overall development.

- 16.5. The approximate location of thoroughfares.
- 16.6. The location of open space.
17. The Final PUD includes the following:
 - 17.1. A statement of the ownership of all Land and easements involved in the Final PUD.
 - 17.2. An explanation of the general character of the Final PUD.
 - 17.3. A general indication of the expected time schedule of the Final PUD.
 - 17.4. A statement describing the ultimate ownership and maintenance of all parts of the Project including drives, parking lots, structures and open space. These will also be addressed in a Development Agreement(s) for development as a condition to the approval of the Final PUD.
 - 17.5. A statement describing how all necessary governmental services will be provided for the Project. These will also be addressed in a Development Agreement(s) for development as a condition to the approval of the Final PUD.
18. The approval of the Final PUD is subject to the following modifications/conditions:
 - 18.1. The Applicant will have one year from the date of the Final PUD approval to enter into a Development Agreement with the City.
 - 18.2. The Applicant will provide for the ongoing maintenance of the stormwater improvements, parking and driveways, landscaping features and other improvements constructed as part of the Final PUD and also provide for snow removal, salting, sanding, and other such work within the drive surfaces at Applicant's cost and expense.
 - 18.3. No separate frontage on a public roadway will be required for any building constructed in the Land. The frontage of the Land on Maple Grove Road and Lavaque Road will satisfy the road frontage requirements for all buildings on the Land.
 - 18.4. The Applicant is required to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, drives, parking, landscaping, etc.) according to City standards and coordinated with the City Engineer which will be incorporated into the Development Agreement for the Final PUD.
 - 18.5. Installation of water and sanitary sewer by Applicant will be covered by a Development Agreement with the City. All utility plans shall be approved by the City Engineer. The Development Agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City accepts as complete the new public infrastructure. All drainage and utility systems shall have associated easements. The Applicant shall enter into a Development Agreement before the start of the construction of any portion of the Project.
 - 18.6. The Applicant shall pay park dedication fees according to the following schedule. Payments are due at the time set forth in the Development Agreement.

The 110 unit senior building will be \$51,600 at time of Final PUD approval broken down as follows:

91 – 1 bedroom/studios: \$36,400 (\$400/unit)

19 – 2 bedroom units: \$15,200 (\$800/unit)

There will be approximately 110 bedrooms total at \$150/bedroom: \$16,500, which will be paid as set forth in the Development Agreement.

Total approximate park dedication: **\$68,100**

19. The City Council hereby approves and adopts the additional Findings of Fact set forth on **Exhibit C** attached hereto.

20. The approval given by this Resolution is not effective until Applicant executes and delivers an acceptance of the terms and provisions of this Resolution.

21. The approval made by this resolution only extends to the Final PUD as defined in this resolution.

B. CONCLUSIONS

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. The Final PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.

2. The Final PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing types in the community.

3. The Final PUD hereby approved is hereby expressly subject to the following conditions:

3.1. That the Final PUD will be constructed as described in the plans accompanying the Application and the conditions contained herein and the Development Agreement.

3.2. The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.

3.3. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection to see that the terms of this permit are met.

3.4. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.

3.5. Trees and brush cannot be burned or buried on the Land, but may be chipped and shredded.

3.6. An MPCA Stormwater Permit and erosion control measures must be in place prior to any construction commences on the Project.

3.7. All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the entity that owns the utility.

3.8. The Applicant shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site as set forth in the Stormwater Certificate issued for the Project.

3.9. Dimensional requirements of lots, setbacks, and rights-of-way shall be according to the site plan submitted with the Application and table 1 below.

Table 1. R-3 Residential Requirements	R-3 Requirement	The Pillars of Hermantown
Minimum lot area	½ acre	10 acre site
Minimum lot width (at setback line)	100 feet	580 feet minimum – Maple Grove Road 544 feet minimum – Lavaque Road
Minimum front yard	50 feet from public ROW	150 feet minimum – Maple Grove Road ROW 233 feet minimum – Lavaque Road ROW
Minimum side yard	10 feet, 25 feet aggregate	32 feet minimum from eastern property line
Minimum rear yard Main structure	40 feet	100 feet
Minimum rear yard Accessory structure	10 feet	N/A
Minimum side yard Accessory structure	10 feet	N/A
Roadway ROW width	66 feet	N/A – private driveway
Building height	35 feet to mid point of roofline	38’-10” to mid point of roofline
Maximum lot coverage	35%	9%

3.10. The Applicant will have one year from the date of the Final PUD approval to enter into a Development Agreement with the City.

3.11. The Applicant shall sign a consent form assenting to all conditions of this Resolution.

3.12. The Applicant will provide for the ongoing maintenance of the drives, parking lots, landscaping features, stormwater improvements and other improvements constructed as part of the Final PUD and also provide for snow removal, salting, sanding, and other such work within the development at Applicants cost and expense.

3.13. No separate frontage on a public roadway will be required for any building constructed in the Land. The frontage of the Land on Maple Grove Road and Lavaque Road will satisfy the road frontage requirements for all buildings on the Land.

3.14. The Applicant is required to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, drives, parking lots etc.) according to City standards and coordinated with the City Engineer which will be incorporated into the Development Agreement for the Final PUD.

3.15. The Applicant shall pay park dedication fees according to the following schedule. Payments are due at the time set forth in the Development Agreement.

Development Type	Recommended
Multi-family, 2+ bedroom units	\$800
Multi-family, 1 bedroom and studio	\$400
Per bedroom fee	\$150
Planned Unit Development	Proportional to Mix of Development

4. The approval given by this Resolution is not effective until Applicant executes and delivers an acceptance of the terms and provisions of this Resolution.

5. The approval made by this resolution only extends to the Final PUD as defined in this resolution.

6. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this Resolution.

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 duly passed and adopted April 6, 2020.

EXHIBIT A

South half of West half of Southwest Quarter of Southwest Quarter (S1/2 of W1/2 of SW1/4 of SW1/4),
Section Fourteen (14), Township Fifty (50), Range Fifteen (15).

EXHIBIT B
EASEMENTS

10.19 Easements. At or prior to Closing, Seller shall use its best efforts to cause the following easements, in form and substance acceptable to Purchaser, to be duly executed and acknowledged, and delivered to Purchaser in recordable form for recordation at Closing, granting to Purchaser for the benefit of the Property and burdening the property that is located immediately adjacent to the Property on the east and labeled “Adjacent Property” on Exhibit A (the “Adjacent Property”):

(A) Access Drive Easement. A permanent, non-exclusive access drive easement providing for the construction of a permanent access drive serving the Property between the eastern boundary of the Property and Maple Grove Road (the “Access Drive”, and said easement, the “Access Drive Easement”). The parties anticipate that the Access Drive will be generally in the location depicted on Exhibit B, attached hereto. The parties anticipate that Purchaser will construct the Access Drive after Closing and agree that the cost of constructing the Access Drive shall be borne equally by Purchase and Seller, except that Seller’s share of such cost shall not exceed twenty thousand dollars.

(B) Construction and Grading Easements. Construction and grading easements which permit Purchaser to use the Adjacent Property for construction activities and staging for Purchaser’s construction of its improvements on the Property, and permitting Purchaser to grade the Property and portions of the Adjacent Property in a manner consistent with the grading plans for the project approved by the City of Hermantown (the “Construction and Grading Easements”).

(C) Permanent Utility Easements. Permanent utility easements which permit Purchaser to construct, install and/or connect to, and maintain utilities serving the Property (the “Permanent Utility Easements”).

Seller acknowledges and agrees that the delivery to Purchaser of the Permanent Utility Easements, the Construction and Grading Easements, and the Access Drive Easement are conditions precedent to Purchaser’s obligation to close and consummate this Agreement under Article 5. Without limiting Purchaser’s other rights and remedies hereunder, if such conditions are not satisfied on or before the Closing Date, Purchaser may terminate this Agreement and upon such termination the Additional Earnest Money and all interest thereon shall be returned to Purchaser.

The provisions of this Section 10.19 shall survive the Closing and shall not be merged into the Deed.

EXHIBIT A – THE PROPERTY

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 15 WEST, ST. LOUIS COUNTY, MINNESOTA,

AS OUTLINED AND LABELED “THE PROPERTY” BELOW:



EXHIBIT B

ANTICIPATED LOCATION OF ACCESS DRIVE

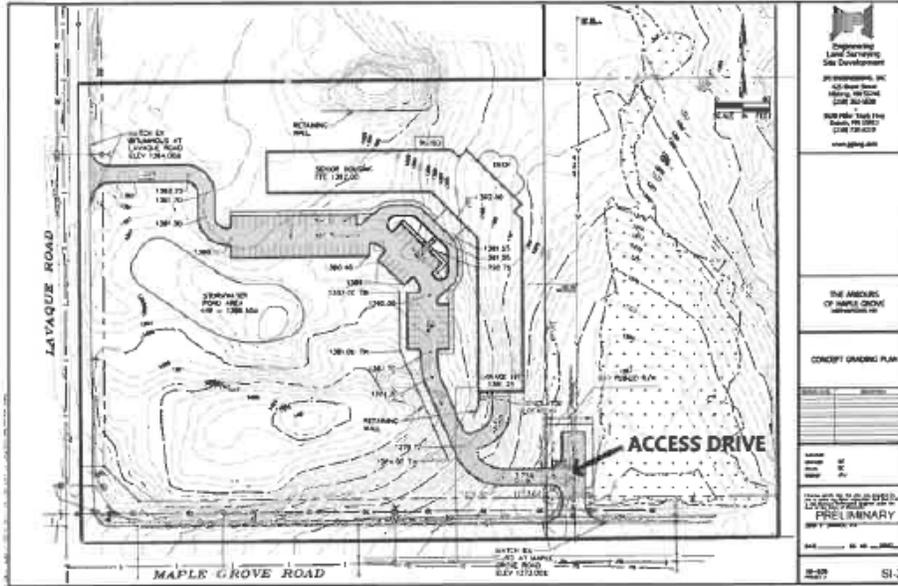


EXHIBIT C
Findings of Fact Related to Final PUD
For KTJ 360, LLC
(“The Pillars of Hermantown”)

Certain information has been provided to the City Council through public testimony and by staff research and investigation. Based upon such information, these facts are hereby found and made as part of the City Council’s consideration of an application for a Final PUD for The Pillars of Hermantown Project.

1. Notices of Planning and Zoning public hearing were mailed to property owners 1000 feet from the Land’s boundary. Mailed notices were sent out to 27 property owners on January 30, 2020 for the hearing on the Preliminary PUD and on March 5, 2020 for the hearing on the Final PUD. Notice of the Planning and Zoning hearing related to this application were posted in the Hermantown Star in the January 30, 2020 issue for the hearing on the Preliminary PUD and on March 5, 2020 for the hearing on Final PUD. Applicant posted a notice sign on the Land fifteen (15) days prior to the hearing in February 2020 and again in March 2020.

2. Property Owner/Applicant and its predecessor and City Staff have been discussing this Project since February, 2019. The City has followed the required procedures associated with applications for planned unit developments. During this process, Property Owner/Applicant has made multiple, material modifications to the concept and plans based on City Staff comments. The Applicant further revised the plans in February 2020 to only propose the senior living facility. Property Owner/Applicant has followed the City review and approval process in regards to submissions to City Staff, applications to Planning and Zoning and City Council. The procedures and process set forth in Chapter 11 of the City Code were followed.

3. A final site plan that is drawn to scale showing the location of all structures including their placement, size and type as well as drives, parking areas and stall arrangement, pedestrian facilities, parking calculations, designed outdoor recreation areas, and common areas has been provided to the City.

4. A landscape plan that shows the location, size and species of plant materials and all nonvegetative landscape features was provided to City and incorporated into the Approved Site Plan.

5. Building plans at a level of detail sufficient to allow parking calculations to be made and building elevation drawings showing architectural details and proposed building materials was provided to City.

6. Any other information which the City requested to fully present the intention and character of the Project was provided.

7. The Land is zoned R-3, Residential. Applicant applied for a Planned Unit Development (PUD) for the Land. **A PUD IS A PERMITTED USE IN AN R-3 ZONE DISTRICT.** Section 11 of the zoning ordinance states that: “A PUD is intended to encourage a more efficient and creative use of land and development, more efficient and effective use of streets, utilities and public services; protection of natural resources; and more efficient and effective provision of recreational, public and open space than can be achieved through conventional development procedures.”

8. The Project is in close proximity to the City's administrative services complex and will be a natural and complementary extension of a higher density institutional service use of the property near the intersection of Maple Grove Road and Lavaque Road.

9. The Final PUD allows for development of Land which has minimal impediments to development (good access, no wetlands, minimal adjacent properties).

10. The Final PUD includes open green space in the development.

11. The Final PUD includes an internal sidewalk system which connects to a public right of way and sidewalk described above.

12. The Applicant has conducted a market study for Senior Housing Demand in Hermantown.

The PMA – Hermantown, Duluth, Proctor, Rice Lake, Canosia Township Lakewood Township and Midway Township has a sizeable 75+ senior population that is projected to grow over the next five years (+15.7%), reversing declines experienced last decade. This growth will lead to demand for additional senior housing units in Hermantown.

After accounting for other pending developments that may come on-line, total unmet demand in the PMA for the three levels of housing with services is projected to be 532 market rate units in 2023.

13. The City Code allows a PUD to have standards that meet the City's goals for each proposed development. These standards include building height, density and setbacks.

14. The Final PUD is approximately 2.25 miles from the school campus. Traffic from this site will not affect traffic around the school.

15. The Final PUD is bounded by two (2) County roads. A trip generation study ("Study") for the Final PUD was prepared by Vernon Swing, a Professional Engineer specializing in traffic engineering, to conduct the study. The Study took place in July and August 2019 and was updated on January 28, 2020 to reflect the development with only the senior housing component. The Study is available for inspection at City Hall and is attached hereto as Exhibit B-1.

16. As part of the Maple Grove Road project in 2019, St. Louis County installed a two-way-left-turn lane on Maple Grove Road, with dedicated left-turn lanes at the intersection of Maple Grove Road and Lavaque Road to accommodate this project.

17. Ebenezer, which will operate the senior facility in the Final PUD, has protocols for all emergency services and employ well-trained staff that is equipped to handle these types of instances. Safety and security is the number one priority in all their senior living facilities. Ebenezer operates numerous similar facilities in the State of Minnesota, and other states, and has done so for several years.

18. The Project is adjacent to the proposed Hermantown Community Connector Trail, a 2.15 mile trail from the Government Services Complex (City Hall) to the Essentia Wellness Center/Hermantown School Campus. This proposed trail would connect to the existing sidewalk located at the NW intersection of Maple Grove and Lavaque Road and extend north approximately ½ mile to the sanitary sewer easement corridor. From this point the trail would head northwest towards the Arrowhead Road/Ugstad Road intersection.

19. Vic Lund, Traffic Engineer with St. Louis County advised City Staff that the County performed an intersection control evaluation (ICE) study of Maple Grove Road and Lavaque Road in 2013. At that time, the traffic volumes did not warrant a traffic signal in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MUTCD). Vic Lund is of the opinion that the intersection of Maple Grove Road and Lavaque Road does not currently warrant a traffic signal or other traffic control measures. This intersection may warrant improvements in the future such as a traffic signal or roundabout. In order to provide a definitive analysis, a current trip generation study would be required regarding the intersection and a signal warrant analysis would be performed.

20. The intersection of Maple Grove Road and Lavaque Road is an entirely County-owned intersection and therefore St. Louis County is responsible to ensure this intersection is performing safely and efficiently while also looking out for future needs. St. Louis County has reviewed the Study of this proposed development and did not have any concerns about the additional traffic it may add and has indicated that it will issue access permits when requested.

21. A public safety service study will be conducted by the City to quantify public safety service needs created by businesses in the City, including the Ebenezer facility, and identify ways the City can address such needs.

22. The senior building approved as part of the Final PUD will be a fully sprinkled building as required by the Minnesota State Building Codes.

23. Ebenezer staffs 'awake' caregivers at their facilities 24/7, 365 days a year to help care for residents, and address emergencies.

24. The Land is within the Airport Safety Zone C, which only regulates height. The C zone restricts building height perimeter to a 1580 elevation. The proposed senior building is at approximately 1391 FFE; a 50' tall structure puts the elevation at 1441 well below the airport zoning height restrictions.

25. The Final PUD is for approximately 110 senior living units. This may change during final design.

26. The proposed Pillars of Hermantown development is anticipated to have 187 residents with up to 20 staff at a time associated with the senior building facility.

27. The proposed project would be constructed solely with private funds.

28. The City engaged a contractor to install water service to the Land in association with the Maple Grove roadway improvement project in mid-2019. The cost of this service extension to the south property line of the site was \$66,190.00. As part of the future Development Agreement, Property Owner/Applicant will be responsible to repay the City this amount either at time of platting or as an assessment to the Land.

29. Property tax will be generated on the Project that consists of 110 senior housing units. Per the County Assessor, the approximate valuations for this structure is:

1. 110 unit senior housing building: \$12,500,000

Per the County Auditor, approximate property taxes for this structure per year is:

1. 110 unit senior housing building: \$243,414

Property taxes are primarily broken into three components: County, City and School. The proposed development would generate the following:

1. County taxes: \$110,136/year
2. City taxes: \$68,148/year
3. School taxes: \$63,230/year

In addition to property taxes this project will also generate approximately \$68,100 in park dedication fees including bedroom fees.

30. In addition to the property taxes generated by the Project, the senior building facility will create the equivalent of approximately thirty-five (35) full-time and part-time positions. There will be both part-time and full-time positions at various wage rates and skill levels including skilled nursing, housekeeping, cooks and dining assistants and professional management.

31. The construction of the senior housing building is expected to take place over multiple months. This construction activity will provide numerous construction jobs during this period.

32. The Applicant will be required to submit preliminary and final engineering plans for the development as well as storm water calculations. Applicant will be required to submit Final engineering documents and storm water calculations prior to commencement of any site development work. These documents will be reviewed by City Staff and the City Engineer. All stormwater work will be required to be performed pursuant to the future Development Agreement and covered by letter(s) of credit.

33. To date 17 soil borings, a wetland assessment and delineations and other due diligence investigations have been completed regarding the Land. No issues have been discovered.

34. Undeveloped or underdeveloped property surrounds this proposed development, which can continue to serve as wildlife habitat. The Development Agreement that will be required as a condition to the approval of the Final PUD will require appropriate landscaping of the Project and as much tree preservation as is possible.

35. Landscaping will be required as part of the future Development Agreement. A large existing stand of trees buffers the properties to the North and southwest portion of the project. The sanitary sewer easement abuts the east side of the Land, which limits development within this 100' corridor. The Land is a corner lot abutting two County roadways. The two residential properties on the south side of Maple Grove Road are a minimum of 325' from the senior building structure.

36. The City Engineer will review and approve preliminary and final construction drawings. No building permits will be issued until the City Engineer approves these documents.

37. The Project will be a privately maintained development. The Development Agreement that will be required as a condition to the approval of the Final PUD plat will require that Applicant be responsible for snow removal and storage. Applicant will be responsible for any trucking or removal of snow from the project at Applicant's cost.

EXHIBIT B-1
Trip Generation Study



January 28, 2020

**To: James Talago,
James Patrick Development, LLC**

From: Vernon Swing, PE

Re: Trip Generation Study – The Pillars, Hermantown, MN

Per your request, Swing Traffic Solutions has conducted a trip generation analysis for the proposed James Patrick Development’s The Pillars, a senior continuing care community in Hermantown, MN. The 10.5-acre site is located in the northeast quadrant of the Lavaque Rd (CSAH 48) and Maple Grove Rd (CSAH 6) intersection. The proposed development site will include 110 senior continuing care units. Full access to the site is proposed along Maple Grove Rd approximately 530 feet east of Lavaque Rd, and along Lavaque Rd approximately 530 feet north of Maple Grove Rd.

The trip generation for the proposed development has been estimated based on the methodology described by the Institute of Transportation Engineers (ITE) in *Trip Generation*, 10th Edition. Table 1 summarizes the findings.

Table 1
Trip Generation

Land Use	ITE Code	AM Peak Hour		PM Peak Hour		Daily Trips
		Enter	Exit	Enter	Exit	
Continuing Care (110 Units)	255	11 Trips	6 Trips	7 Trips	12 Trips	288 Trips
TOTAL		17 Trips		19 Trips		288 Trips

As shown in Table 1, the site will generate 11 entering and 5 exiting trips during the morning traffic peak hour; and 7 entering and 12 exiting trips during the afternoon traffic peak hour.

Review of the current traffic conditions, including traffic counts conducted at the intersection of Lavaque Rd and Maple Grove Rd, suggest traffic from the proposed development will be distributed as follows:

- 15% to/from the north on Lavaque Rd
- 28% to/from the west on Maple Grove Rd
- 15% to/from the south on Lavaque Rd
- 42% to/from the east on Maple Grove Rd

The estimated site generated traffic when distributed according to the regional pattern results in the following turning movements at the site accesses:



STS

Swing Traffic Solutions

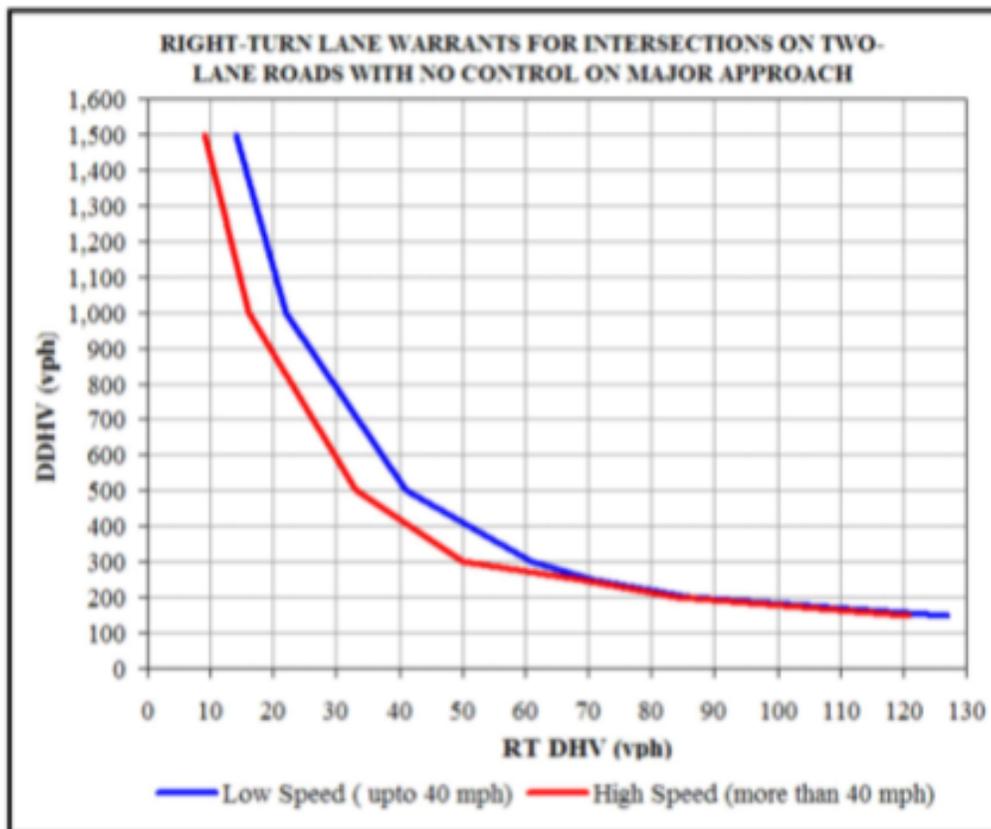
Table 2

Driveway Movement

Access	AM Peak Entering		AM Peak Exiting		PM Peak Entering		PM Peak Exiting	
	Left	Right	Left	Right	Left	Right	Left	Right
Lavaque Rd	2	1	1	1	1	1	2	2
Maple Grove RD	3	5	3	2	2	3	5	3

As shown in the Table 2, the largest single turning movement is 5 right turns westbound to northbound from Maple Grove Rd to the site in the AM Peak and 5 left turns from the site southbound to eastbound onto Maple Grove Rd in the PM Peak. Saint Louis County has requested that right turn lane warrants be investigated at this access. To determine if right turn lane warrants are satisfied, Swing Traffic Solutions relied on standards published by MnDOT, and by the American Association of State Highway and Transportation Officials (AASHTO) as reproduced below.

MnDOT Right Turn Lane Warrants





Swing Traffic Solutions

Maple Grove Rd is a 50 mph road which is represented by the redline in the graph above. Recent traffic counts indicate the design hourly traffic flow in the westbound direction of Maple Grove Rd is 450 trips. Using the graph to warrant a right turn lane when the DDHV is 500 trips, the right turn demand would need to equal or exceed 33 turns. The proposed development is forecast to include 5 right turns from Maple Grove Rd. Therefore, a right turn lane from Maple Grove Rd to the site is not warranted.

In conclusion, the proposed development has appropriate access to the site and to the surrounding roadway network. The addition of The Pillars is not anticipated to impact traffic operations in the area. In other words, the roadway network serving the proposed development will function well with the residential project.

Please contact Vernon Swing at vswingtraffic@gmail.com or 612-968-4142 with any questions.

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



DATE: March 31, 2020 **Meeting Date:** 4/6/20
SUBJECT: Development Agreement – **Agenda Item: 12-G** **Resolution 2020-48**
The Pillars of Hermantown

REQUESTED ACTION

Approve execution of the Development Agreement between KTJ 360, LLC and the City of Hermantown for The Pillars Planned Unit Development.

DESCRIPTION OF REQUEST

Requested is approval of the Development Agreement between KTJ 360, LLC (Developer) and the City of Hermantown (City) for the completion of development improvements for The Pillars of Hermantown, a residential Planned Unit Development approved by the City in April 2020 pending satisfaction of certain conditions.

Construction on the infrastructure will commence in the summer of 2020, with building construction commencing in later 2020/early 2021. The Development Agreement includes an irrevocable letter of credit in the amount of 125% of construction cost of the work associated with the landscape installation and stormwater facility construction.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Development Agreement

Resolution No. 2020-48

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

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

WHEREAS, Developer has requested the City to approve the Final Planned Unit Development of
The Pillars of Hermantown (“Project”); and

WHEREAS, the City of Hermantown desires to enter into a Development Agreement with
Developer for the Project; and

WHEREAS, a Development Agreement has been prepared and is attached hereto; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the
City to approve the Development Agreement and to authorize and direct the Mayor and City Clerk to enter
into such Agreement on behalf of the City of Hermantown.

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

1. The Development Agreement attached hereto is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such
Agreement on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was duly passed and adopted April 6, 2020.

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
KTJ 360, LLC¹**

(“DEVELOPER”)

AND

CITY OF HERMANTOWN

(“CITY”)

Dated as of the _____ day of _____, 2020

THIS DOCUMENT WAS DRAFTED BY:

Steven C. Overom
Overom Law
11 East Superior St., Suite 543
Duluth, Minnesota 55802
(218) 625-8460

¹ Note: We need proof that Oppidan Holdings, LLC closed on the purchase from JP Holding, LLC and then conveyed the property to Developer.

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2020, by and between **City of Hermantown**, (hereinafter referred to as the “City”) and **KTJ 360, LLC** a Minnesota limited liability company (hereinafter referred to as the “Developer”), is in response to the following situation:

A. KTJ 360, LLC (“Developer”) own certain real estate in the City legally described on Exhibit A attached hereto (“Land”) and is the grantee of the easements described on Exhibit B attached hereto (“Easements”).

B. The Developer desires to construct a multi-unit residential facility on the Land and Easements (“Project”).

C. In order to develop the Project, Developer needs to construct Stormwater Improvements, Watermain and Access Drive (as such terms are defined in Article VI) which will service the Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I Representations and Warranties

The Developer represents and warrants that:

1.1 Developer will construct, operate and maintain the Project in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations) the provisions of that certain Resolution No. ____; Resolution Approving Final Development Plan (“Final Development Plan Approval”) approved by the City for the Project, the provisions of that certain Final PUD Order dated _____, 20__ (“PUD Order”) and recorded with the County Recorder office of St. Louis County, Minnesota on _____, 20__ as Document No. _____ and the provisions of that certain Stormwater Certificate dated _____, 20__ (“Stormwater Certificate”) The Final Development Plan Approval, PUD Order and Stormwater Certificate are on file with the City Clerk of the City.

1.2 The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer pursuant to this Agreement may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts, the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

1.3 The Developer will use its best efforts to construct the Project in accordance with all local, state or federal energy-conservation laws or regulations.

1.4 The Developer will use its best efforts to obtain in a timely manner required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

1.5 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions or any corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which they are bound, or constitutes a default under any of the foregoing.

ARTICLE II Construction Plans

2.1. Construction of Project. The Project shall be constructed by the Developer on the Land and Easements in accordance with the Approved Site Plan (as defined below), Final Development Plan Approval, PUD Order and Stormwater Certificate, all the foregoing which are hereby collectively hereinafter referred to as “City Zoning Approvals,” the Infrastructure Plans and Specifications, Access Drive Specifications and all other applicable codes, regulations, laws, and statutes, and at all times operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

2.2. Site Plan. Developer shall submit drawings showing the final Site Plan that includes a full landscape plan for the Project to the City for its approval. Once approved, the site plan shall be designated as the “Approved Site Plan”. If the Developer desires to make any material change in the Approved Site Plan, the Developer shall submit the proposed change(s) to the City for its approval. If the site plan, as modified by the proposed change, conform to the requirements of this Development Agreement, the City shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Approved Site Plan shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefore. Such rejection shall be made within ten (10) days after receipt of the notice of such change. No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, the terms of the City Zoning Approvals, Infrastructure Plans and Specifications, Access Drive Specifications and all applicable federal, state and local laws, ordinances, rules and regulations. Once approved, the modified Site Plan shall thereafter constitute the Approved Site Plan.

ARTICLE III
Taxes

City makes no representation whatsoever with respect to the amount of real estate taxes payable by Developer from and after the date hereof or with respect to the classification of the Land and Project for real estate tax purposes.

ARTICLE IV
Additional Covenants by Developer

4.1 Developer Covenants. Developer hereby covenants and agrees as follows:

4.1.1 To pay all of the costs of the Project, Stormwater Improvements, Access Drive and Infrastructure Improvements and indemnify and hold harmless City from paying for any such costs.

4.1.2 To pay all costs and expenses incurred by City in connection with this Agreement and the transactions contemplated hereby, including professional fees for City consultants within thirty (30) days of being invoiced for such amounts. The City agrees to provide the Developer with invoices and other documents evidencing such costs and expenses.

4.1.3 To pay, prior to the execution of this Agreement by the City, for the extension of the watermain from Maple Grove Road to the south property line of the Land in the sum of \$66,190.00.

4.1.4 To pay, prior to connection to the public sewer or water service, all required sewer connection fees and permit fees and water connection fees, any sewer availability charges, water availability charges, sewer assessments or water assessments reserved or levied against the Land and any WLSSD Capacity Availability Fee (“CAF”) applicable to any sewer connection.

4.1.5 To pay all required park dedication fees prior the execution of this Agreement by the City.

4.1.6 To complete the construction of the Infrastructure Improvements in accordance with Article VI hereof.

4.1.7 To complete the construction of the Stormwater Improvements in accordance with the Stormwater Certificate.

4.1.8 To complete the construction of the Access Drive in accordance with the Access Drive Specifications.

4.1.9 Developer shall be responsible for the maintenance and repair of the Stormwater Improvements and compliance with the Stormwater Certificate.

4.1.10 Developer shall plant the landscaping as shown on the Approved Site Plan. Developer shall at all times maintain the landscaping in good condition and free of weeds and debris.

ARTICLE V Open Burning Restriction

Developer shall not allow any on-site burying or burning of brush or other site debris on the Land.

ARTICLE VI Construction of Infrastructure Improvements

6.1. Definitions

6.1.1. City Attorney. Whenever the term “City Attorney” is used in this Agreement, it shall mean the person or firm from time to time designated by the City as its City Attorney. At this time the City Attorney is Steven C. Overom of Overom Law, PLLC.

6.1.2. City Engineer. Wherever the term “City Engineer” is used herein. At this time, the City Engineer is David Bolf.

6.1.3. City Planner. Whenever the term “City Planner” is used in this Agreement. At this time, the City Planner is Eric Johnson.

6.1.4. City Zoning Approvals. Wherever the term “City Zoning Approvals” is used in this Agreement, it shall mean the Stormwater Certificate, PUD Order and Final Development Plan Approval.

6.1.5. Date of Final Completion. Whenever the term “Date of Final Completion” is used in this Agreement, it shall mean the date the City Engineer executes and delivers to Developer and the City a Certificate of Final Completion in accordance with Section 6.4.4 of this Agreement.

6.1.6. Infrastructure Improvements. Whenever the term “Infrastructure Improvements” is used in this Agreement it shall mean the Watermain.

6.1.7. Infrastructure Plans and Specifications. Wherever the term “Infrastructure Plans and Specifications” is used in this Agreement, it shall mean the plans and specifications approved by the City Engineer for the Sanitary connection and Watermain pursuant to Section 6.4.1 of this Agreement.

6.1.8. Access Drive. Wherever the term “Access Drive” appears in this Agreement, it shall mean the roadway connection to Maple Grove Road as shown on the Final Development Plan Approval, Final PUD Order and Approved Site Plan. This Access Drive is to be constructed as shown on the Approved Site Plan including within the Access Drive Easement as described on Exhibit B attached hereto.

6.1.9. Access Drive Specifications. Wherever the term “Access Drive Specifications” appears in this Agreement, it shall mean the plans and specifications for the construction of the Access Drive approved pursuant to Section 6.3.

6.1.10. Landscaping. Whenever the term “Landscaping” is used in this Agreement, it shall mean the landscaping as shown on the Approved Site Plan.

6.1.11. Stormwater Improvements. Whenever the term “Stormwater Improvements” is used in this Agreement, it shall mean the Stormwater Improvements to be constructed by Developer as described and shown in the Stormwater Certificate.

6.1.12. Watermain. Whenever the term “Watermain” is used in this Agreement, it shall mean the watermain to be constructed by Developer as described and shown in the Infrastructure Plans and Specifications.

6.1.13. Unavoidable Delays. Whenever the term “Unavoidable Delays” is used in this Agreement it shall mean delays which are the direct result of strikes, other labor troubles, war, terrorist acts, natural disasters, adverse weather conditions, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit which directly results in delays and delays described in any force majeure provision that is contained in Developer’s construction contract for such work, the effect of such provision which is to extend the time allowed the contractor under such construction contract to complete the work.

6.2. Construction and Maintenance of Stormwater Improvements. Developer acknowledges and agrees that it will construct the Stormwater Improvements in accordance with the Stormwater Certificate at no cost to the City and continuously maintain the Stormwater Improvements at no cost to the City. Developer and its successors and assigns must at its cost and expense, maintain and repair the Stormwater Improvements so that it continues to perform its designed storm water functions. Developer and its successors and assigns shall keep records for up to six years, or as required under applicable law, of inspection, maintenance and monitoring of the Stormwater Improvements and provide such records to the City within thirty (30) days after receipt of written notice. In the event that Developer or its successors and assigns fails to repair and/or maintain the Stormwater Improvements in accordance with applicable codes, regulations, laws, and statutes, then in that event, the City may, following sixty (60) days prior written notice to all of the then owners of the Land, perform the required repairs or maintenance work on the Stormwater Improvements and charge the reasonable costs of such work to the Land in accordance with the provisions of Minnesota Statutes Section 429.021, Subd. 1(2) and the special assessment

procedures of Chapter 429 of Minnesota Statutes. In the event of an uncured default for which the City elects to perform the required repairs and maintenance work on the Stormwater Improvements, the City shall do so strictly in accordance with all laws, rules and regulations applicable to Developer, the Stormwater Improvements, and the Land, including without limitation, all applicable stormwater regulations. Developer shall retain the ownership of the entire Stormwater Improvements and shall be responsible for the repair and maintenance of the entire Stormwater Improvements. City shall not be responsible for the maintenance and repair of any part of the Stormwater Improvements, including without limitation any ponds or outlet structures located on the Land. Developer hereby grants a permanent license to City for access to any portion of Stormwater Improvements for the purposes of City performing testing and monitoring of the Stormwater Improvements and performing maintenance and repairs permitted to be made by City under this Section.

6.3. Construction and Maintenance of Access Drive. Developer acknowledges and agrees that it will construct the Access Drive in accordance with the Access Drive Specifications at no cost to City and maintain snowplow or otherwise care for the Access Drive, including providing for the disposal of the snow on the site of the Project, at no cost to the City. Developer shall prepare detailed plans and specifications for the construction of the Access Drive for the review and approval by the City Engineer. All construction work of the Access Drive shall be completed strictly in accordance with the Access Drive Specifications approved by the City Engineer. The City may assume ownership, at no cost to the City, of the Access Drive in the future in order to access future development.

6.4. Infrastructure Improvements.

6.4.1. Plans and Specifications. Developer shall prepare detailed plans and specifications for the construction of the Infrastructure Improvements for the review and approval by the City Engineer. All construction work on the Infrastructure Improvements shall be completed strictly in accordance with the plans and specifications approved pursuant to this Section 6.4.1.

6.4.2. Testing, Inspection, Final Completion. Developer acknowledges that the City Engineer may require independent testing of the work done on the Infrastructure Improvements prior to its determining that the work has been completed in accordance with the Infrastructure Plans and Specifications. Developer further understands and acknowledges that Developer shall be responsible for paying the costs incurred in connection with any such testing. The City Engineer will provide a Certificate of Final Completion in the form attached hereto as Exhibit 6.4.4 to the City upon the completion of the Infrastructure Improvements. Developer will pay all costs and fees of the City Engineer in connection with the testing and inspection required by this Section 6.4.2.

6.4.3. “As Built” Plans (Record Drawings). Developer will provide, at Developer’s cost and expense, construction record drawings (“record drawings”) for the Infrastructure Improvements, Stormwater Controls and Access Drive constructed by it pursuant to this Agreement on paper and electronically in auto-cad format to the City

before a Certificate of Final Completion is issued for the Infrastructure Improvements, Stormwater Controls or Access Drive.

6.4.4. Date of Final Completion of Infrastructure Improvements, Stormwater Improvements and Access Drive. The construction of the Infrastructure Improvements, Stormwater Improvements and Access Drive shall be deemed to be completed on the date the City Engineer executes and delivers to Developer and the City a Certificate of Final Completion in the form attached hereto as Exhibit 6.4.4. Developer acknowledges and agrees that the City Engineer will not execute the Certificate of Final Completion until the construction of the Infrastructure Improvements, Stormwater Improvements and Access Drive have been fully completed in accordance with the Infrastructure Plans and Specifications, Stormwater Certificate and Access Drive Specifications.

6.4.5. Acceptance of Infrastructure Improvement. Developer further acknowledges and agrees that the City has no obligation to grade, construct, improve, repair, replace, snowplow, remove snow, provide for snow storage or removal or in any way maintain or construct the Access Drive or construct, maintain, improve or repair the Stormwater Improvements and that Developer will remain responsible for the foregoing items. Developer shall be responsible for, indemnify and hold harmless the City from paying for all costs and expenses in connection with the installation and construction of the Infrastructure Improvements. Prior to the issuance of a Certificate of Final Completion, City shall be entitled to repair the Infrastructure Improvements at the expense of Developer if Developer fails to repair the Infrastructure Improvements. Any costs and expenses incurred by the City in connection with any such repair of the Infrastructure Improvements shall be paid by Developer to the City immediately upon receipt by Developer of an itemized statement for the cost and expense incurred by the City in repairing the Infrastructure Improvements. If Developer fails to pay such amount to the City within thirty (30) days of the mailing of such itemized statement by the City to Developer, then the City may proceed to collect such amount from Developer in whatever manner it deems appropriate, including, without limitation, assessing the amount of such statement against the Land in the manner provided by law. In this regard, Developer agrees that any charge made by the City for the repair of the Infrastructure Improvements shall be a charge for sewer service or water service. Nothing in this section shall be deemed to require the City to repair the Infrastructure Improvements. Developer acknowledges that if Developer fails to repair the Infrastructure Improvements, that City may discontinue allowing Developer to have access to the public Sewermain or Watermain. Upon the issuance of a Certificate of Final Completion, the Infrastructure Improvements shall become the property of the City.

ARTICLE VII

Dedication of Easements

Developer will convey to the City an easement for utility purposes over that portion of the Land shown on Exhibit 7 hereto and for that portion of the Access Drive located in the Easement described on Exhibit B attached hereto. Such easement shall be substantially in the form of the one

attached hereto as Exhibit 7 and be executed in a manner acceptable to the City and City Attorney. The Certificate of Final Completion shall not be issued by the City Engineer until the easements required by this Article have been granted to the City.

ARTICLE VIII
Title Evidence Provided

Developer shall, concurrent with the execution and delivery of the easement required to be provided to the City pursuant to Article VII hereof, provide City, at Developer's expense, with evidence of title, in form and substance acceptable to the City Attorney, showing good and marketable title free of liens and encumbrances in the entity or persons executing such easements. The Certificate of Final Completion shall not be issued by the City Engineer until title evidence required by this Article has been provided to the City.

ARTICLE IX
No Claims

Developer represents and warrants to the City that neither Developer nor any agent, subcontractor or any other party affiliated with Developer has any existing claims or causes of action against City in connection with the Development Agreement or the construction of the Infrastructure Improvements, Stormwater Controls and Access Drive or the Project. Developer agrees to indemnify and hold harmless the City against any and all claims that may be brought at any time by any party whatsoever arising out of the construction of the Project, the Development Agreement or the construction of the Infrastructure Improvements, Stormwater Improvements and Access Drive except claims arising from negligence or intentional acts of the City or its agents or employees.

ARTICLE X
Professional Fees

Developer shall pay to the City all reasonable fees and expenses incurred by the City in connection with the preparation of this Agreement and the administration and enforcement thereof, including, without limitation, reasonable attorney's fees and costs, City Planner fees and City Engineer fees within thirty (30) days of the date the City mails an invoice to Developer for any reasonable amount required to be paid to City by Developer pursuant to the Development Agreement. The City will not issue a building permit for any building on the Project unless all amounts billed to Developer by the City have been paid to the City by Developer.

ARTICLE XI
No Approval or Issuance of Other Permits

Except for the permits attached hereto and the approvals specifically provided herein, nothing herein shall be construed as a permit or approval by the City or an agreement by the City to issue or

provide any permit or approval to Developer with respect to the construction of the Project, the construction of any Infrastructure Improvements, Stormwater Controls, Erosion and Sediment Controls and Access Drive or otherwise. Without limiting the generality of the foregoing, Developer acknowledges and agrees that even if it satisfies all of the requirements imposed on it under this Agreement that the Project may not be opened unless and until all other required permits are obtained by Developer from all relevant governmental agencies.

ARTICLE XII Interpretations

The City Engineer shall, after consulting with designated representatives of the Developer, be the final authority in the event of any questions, ambiguities or disagreements regarding the interpretation of the Infrastructure Plans and Specifications, Stormwater Certificate and Access Drive Specifications or whether the construction of the Infrastructure Improvements, Stormwater Improvements or Access Drive has been completed substantially in accordance with the Infrastructure Plans and Specifications, Stormwater Certificate and Access Drive Specifications.

ARTICLE XIII Certificate of Final Completion; Building Permit

13.1. Prior to the issuance of a Certificate of Final Completion, the following must be satisfied:

13.1.1. Developer provides construction record drawings (“as built” plans) for the Infrastructure Improvements, Stormwater Controls, Erosion and Sediment Controls and Access Drive constructed by it pursuant to this Agreement on paper and electronically in auto-cad format to the City.

13.1.2. Construction of the Infrastructure Improvements have been completed in accordance with the Infrastructure Plans and Specifications.

13.1.3. The Stormwater Improvements have been completed in accordance with the Stormwater Certificate.

13.1.4. The construction of the Access Drive has been constructed in accordance with the Access Drive Specifications.

13.1.5. Any easements required by Article VII hereof have been provided.

13.1.6. Any title evidence required by Article VIII hereof has been provided.

13.1.7. The Final PUD Order has been signed and recorded.

13.1.8. Developer has paid all required sewer connection fees and permit fees and water connection fees, any sewer availability charges, water availability charges, sewer

assessments or water assessments reserved or levied against the Land and any WLSSD Capacity Availability Fee (“CAF”) applicable to any sewer connection.

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

13.1.10. This Development Agreement has been signed and recorded.

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

13.1.12. The Site Plan, including landscaping plan, has been approved by the City.

13.2. Prior to the issuance of a Building Permit for any building in the Project, the following must be satisfied:

13.2.1. The conditions of the City Zoning Approvals have been satisfied.

13.2.2. The provisions of Article X of this Agreement with respect to the payment of fees have been satisfied.

13.2.3. Developer is not in default under this Agreement.

13.2.4. All applicable requirements of the Hermantown Building Code have been satisfied.

13.2.5. All of the items set forth in Section 13.1 have been satisfied.

13.3. Prior to the issuance of a Certificate of Occupancy for any building in the Project, the following items must be satisfied of all of the items in Sections 13.1 and 13.2 must be satisfied.

13.3.1 Provided the City with a map/plan on paper and electronically in auto cad format showing the location of water, Stormwater Improvements and sewer service lines.

13.3.2 Installed a locating wire or equally effective means of marking the location of each non-conductive water or sewer service lines.

13.3.1. Developer has paid all costs and expenses incurred by City in connection with this Agreement and the transactions contemplated hereby, including professional fees for City consultants.

ARTICLE XIV ASSIGNMENT AND TRANSFER

14.1. Representation as to Development. The Developer represents and agrees that its undertakings pursuant to the Agreement, are, and will be, for the purpose of Development of the Project and not for speculation in land holding. The Developer further recognizes that, in view of (a) the importance of the development of the Project to the general welfare of the community; (b) the fact that any act or transaction involving or resulting in a change in the identity of the parties in control of the Developer is of particular concern to the City. The Developer further recognizes that the City is entering into the Agreement with the Developer, and, in so doing, is willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by them to be performed.

14.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons, the Developer represents and agrees that, prior to the completion of the construction of the Infrastructure Improvements and issuance of the Certificate of Final Completion:

14.2.1. Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Land or any part thereof, to perform their obligations under the Agreement, any other purpose authorized by the Agreement, the Developer (except as so authorized) has not made or created, and that they will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance or lease, or any trust or power, or transfer in any other mode or form of, or with respect to, the Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same without the prior written approval of the City.

14.2.2. City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

14.2.2.1. Any proposed transferee shall have the qualifications and financial responsibility, as determined by City, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Developer (or, in the event the transfer is of or relates to part of the Land, such obligations to the extent that they relate to such part).

ARTICLE XVI
Binding Effect

This Development Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and assigns. The Developer agrees for itself, its successors and assigns, and every successor in interest to the Land, or any party thereof, that the Developer, and such successors and assigns, shall diligently prosecute to completion the construction of the Infrastructure Improvements, Stormwater Improvements, Access Drive and the Project. It is intended and agreed that such agreements and covenants shall be covenants running with the Land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of City and enforceable by City against the Developer and successors and assigns. Either party hereto may record this Development Agreement with the appropriate land title recording office.

ARTICLE XVII
Amendments, Changes and Modifications

Neither this Development Agreement nor any other document to which Developer is a party, or which is made for the benefit of the City, relating to the transactions contemplated hereunder may be effectively amend, changed, modified, altered or terminated, nor may any provision be waived hereunder, except upon the written approval of the City or except as otherwise expressly set forth herein.

ARTICLE XVIII
Severability

In the event any provisions of this Development Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XIX
Limitation on City Liability

No agreements or provisions contained in this Development Agreement nor any agreement, covenant or undertaking by the City contained in any document executed by the City in connection with this Development Agreement and the transactions contemplated herein or therein, shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or shall obligate the City financially in any way. No failure of the City to comply with any term, condition, covenant or agreement herein or under this Development Agreement shall subject the City to liability or claim for damages, costs or other financial or pecuniary charge; and no execution of any claims, demand, cause of action or judgment shall be levied upon or collected from the general credit, general fund or taxing powers of the City.

ARTICLE XX
Laws Governing

This Development Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

ARTICLE XXI
Headings

The titles of articles and sections herein are for convenience only and are not a part of this Development Agreement.

ARTICLE XXII
Default

If Developer fails to perform its obligations hereunder and such failure continues after thirty (30) days written notice of such default is given to Developer by City, then, in that event, the City may take any one or more of the following actions:

22.1 Suspend its performance under this Development Agreement until it receives adequate assurances from Developer that Developer will cure the default and continue its performance under this Development Agreement.

22.2 Take whatever action, at law or in equity, which may appear necessary or desirable to the City to collect any payments due it hereunder including reasonable attorneys fees incurred in connection with such actions or under this Development Agreement, or to enforce performance and observance of any obligation, agreement or covenant of Developer under this Development Agreement.

Notwithstanding the foregoing, if the Developer's failure to perform its obligations hereunder reasonably requires more than thirty (30) days to cure, such failure shall not constitute a default provided that the curing of such failure is promptly commenced upon receipt by the Developer of the notice of the failure, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the City informed of its progress in curing the failure.

No remedy herein conferred upon or reserved to the City is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Development Agreement now or hereafter existing at law or in equity or by statute.

ARTICLE XXIII
Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

ARTICLE XXIV
Additional Provisions

24.1. Conflict of Interests; City Representatives not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such members, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

24.2. No Assurance of Permits. City, by entering into this Agreement, makes no representation or agreement that the Developer will be able to obtain a Building Permit or any other permit required to be obtained by it in order to construct any building on the Property.

[The remainder of this page has been left blank intentionally. Signature pages follow.]

**LIST OF EXHIBITS
TO DEVELOPMENT AGREEMENT
BETWEEN CITY OF HERMANTOWN
AND KTJ 360, LLC**

<u>Exhibit A</u>	Land
<u>Exhibit B</u>	Easements
<u>Exhibit 6.4.4</u>	Certificate of Final Completion
<u>Exhibit 7</u>	Utility Easement

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

South Half of the West Half of Southwest Quarter of Southwest Quarter (S 1/2 of W 1/2 of SW 1/4 of SW 1/4) Section 14, Township 50 North Range 15.

This is Abstract property.

EXHIBIT B
EASEMENTS

10.19 Easements. At or prior to Closing, Seller shall use its best efforts to cause the following easements, in form and substance acceptable to Purchaser, to be duly executed and acknowledged, and delivered to Purchaser in recordable form for recordation at Closing, granting to Purchaser for the benefit of the Property and burdening the property that is located immediately adjacent to the Property on the east and labeled “Adjacent Property” on Exhibit A (the “Adjacent Property”):

(A) Access Drive Easement. A permanent, non-exclusive access drive easement providing for the construction of a permanent access drive serving the Property between the eastern boundary of the Property and Maple Grove Road (the “Access Drive”, and said easement, the “Access Drive Easement”). The parties anticipate that the Access Drive will be generally in the location depicted on Exhibit B, attached hereto. The parties anticipate that Purchaser will construct the Access Drive after Closing and agree that the cost of constructing the Access Drive shall be borne equally by Purchase and Seller, except that Seller’s share of such cost shall not exceed twenty thousand dollars.

(B) Construction and Grading Easements. Construction and grading easements which permit Purchaser to use the Adjacent Property for construction activities and staging for Purchaser’s construction of its improvements on the Property, and permitting Purchaser to grade the Property and portions of the Adjacent Property in a manner consistent with the grading plans for the project approved by the City of Hermantown (the “Construction and Grading Easements”).

(C) Permanent Utility Easements. Permanent utility easements which permit Purchaser to construct, install and/or connect to, and maintain utilities serving the Property (the “Permanent Utility Easements”).

Seller acknowledges and agrees that the delivery to Purchaser of the Permanent Utility Easements, the Construction and Grading Easements, and the Access Drive Easement are conditions precedent to Purchaser’s obligation to close and consummate this Agreement under Article 5. Without limiting Purchaser’s other rights and remedies hereunder, if such conditions are not satisfied on or before the Closing Date, Purchaser may terminate this Agreement and upon such termination the Additional Earnest Money and all interest thereon shall be returned to Purchaser.

The provisions of this Section 10.19 shall survive the Closing and shall not be merged into the Deed.

EXHIBIT A – THE PROPERTY

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 15 WEST, ST. LOUIS COUNTY, MINNESOTA,

AS OUTLINED AND LABELED “THE PROPERTY” BELOW:



EXHIBIT 6.4.4

CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____, 2020

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

KTJ 360, LLC (hereinafter the “Developer”) entered into a Development Agreement (hereinafter referred to as “Development Agreement”) with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the “City”), with respect to a development to be constructed by Developer in the City.

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

1. The construction of the Infrastructure Improvements, Stormwater Improvements and Access Drive defined in the Development Agreement has been completed strictly in accordance with the Infrastructure Plans and Specifications, Stormwater Certificate, Access Drive Specifications and the terms of the Development Agreement. The date of final completion is hereby established as of _____.

2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.

3. That the following have been satisfied:

3.1. Developer provides construction record drawings (“as built” plans) for the Infrastructure Improvements, Stormwater Improvements and Access Drive constructed by it pursuant to this Agreement on paper and electronically in auto-cad format to the City.

3.2. Any easements required by Article VII of the Development Agreement have been provided.

3.3. Any title evidence required by Article VIII of the Development Agreement has been provided.

3.4. The Final PUD Order has been signed and recorded.

3.5. Developer has paid all required sewer connection fees and permit fees and water connection fees, any sewer availability charges, water availability charges, sewer assessments or water assessments reserved or levied against the Land and any WLSSD Capacity Availability Fee (“CAF”) applicable to any sewer connection.

3.6. Developer has planted all of the landscape in accordance with the Approved Site Plan or an irrevocable letter of credit in the amount of \$_____ representing the estimate of the cost of materials and installation is provided to City to ensure the completion

of all landscaping. The letter of credit must be irrevocable and in form and substance acceptable to the City Administrator and City Attorney.

3.7. The Development Agreement has been signed and recorded.

3.8. The Stormwater Certificate has been issued and recorded and all Stormwater Improvements required by the Stormwater Certificate have been completed or an irrevocable letter of credit in the amount of \$_____ representing the estimate of the cost of construction of all Stormwater Improvements required by the Stormwater Certificate is provided to City to ensure the completion of all Stormwater Improvements required by the Stormwater Certificate. The letter of credit must be irrevocable and in form and substance acceptable to the City Administrator and City Attorney. Notwithstanding anything to the contrary contained herein, the Stormwater Improvements shall, in all events, be completed by _____.

3.9. The Site Plan has been approved by the City.

KTJ 360, LLC

By _____
Its _____

Developer's Engineer:

By _____
Its _____

The undersigned, the City Engineer, based on the foregoing Certificate and such other testing and inspections as it deemed necessary hereby certifies that the construction of the Infrastructure Improvements, Stormwater Improvements and Access Drive defined in the Development Agreement have been completed strictly in accordance with the Infrastructure Plans and Specifications, Stormwater Certificate and Access Drive Specifications, except as noted in Section 3.6 and Section 3.8 of the foregoing Certificate.

Dated: _____

Northland Consulting Engineers, LLP

By _____
Its _____

EXHIBIT 7

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2020, between **KTJ 360, LLC** hereinafter called "Grantor," and the **City of Hermantown**, a municipal corporation, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner of land situated in the City of Hermantown, St. Louis County, Minnesota; and

WHEREAS, Grantor has agreed to grant Grantee an easement for public purposes across Grantor's property.

NOW, THEREFORE, the said Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City of Hermantown, St. Louis County, Minnesota, as Grantee, its successors and assigns, FOREVER:

An easement for public purposes, including, but not limited to, the construction and maintenance of a roadway, utilities, and construction and maintenance of necessary slopes and fills, in, upon and across that part of said land owned by Grantor, more particularly described and shown on Exhibit A attached hereto.

Together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any utilities, including any required slope and fill or any other public improvement built thereon, and including the right to remove any and all trees, shrubs and herbage therein.

It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR:

KTJ 360, LLC

By _____
Its _____

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

On this ____ day of _____, 2020, before me, a notary public within and for said County, personally appeared _____, the _____ of KTJ 360, LLC and on behalf of KTJ 360, LLC, a Minnesota limited liability company.

Notary Public

[ACCEPTANCE APPEARS ON NEXT PAGE]

EXHIBIT A

South Half of the West Half of Southwest Quarter of Southwest Quarter (S 1/2 of W 1/2 of SW 1/4 of SW 1/4) Section 14, Township 50 North Range 15.

This is Abstract property.

TO: Mayor & City Council
FROM: Josh Bergstad, City Planner



DATE: March 24, 2020 **Meeting Date:** 4/6/20
SUBJECT: Preliminary Plat of 19 lots in an R-3 zoning district **Agenda Item: 12-H** **Resolution 2020-49**

REQUESTED ACTION

Council approval of a preliminary plat with conditions for Peyton Acres (Phases 1 and 2), a 19 lot single family residential subdivision in an R-3 zoning district.

DESCRIPTION OF REQUEST

JLG Enterprises (Applicant) owns four parcels totaling about 65 acres in the southwest quarter of Section 24 of the City. Applicant proposes to plat the four parcels for residential development, starting with 19 single family residential lots and an Outlot (A) containing stormwater treatment facilities on approximately 25 acres with a large Outlot (B) covering the remaining 40 acres to be reserved for future subdivision. Phases 1 and 2 will have access from Stebner Road via a new City street to be constructed by the Applicant. Future additions to the subdivision will require an additional road connection on the eastern portion of the property connecting to Oak Ridge Drive for public safety, road maintenance, and traffic improvements.

The applicant is currently only seeking approval of a preliminary plat. A preliminary plat is a drawing that provides enough information for the City to determine that the proposed development can meet the City’s zoning, environmental, engineering, and other development standards. Approval of the preliminary plat does not grant approval to develop the property. It provides the applicant and City with a basis for further planning direction and design.

The proposed preliminary plat meets the R-3, Residential dimensional standards for single-family homes connected to City water and sanitary sewer of ½ acre in area with 100 feet wide frontage at lot line and at the setback line of lots on cul-de-sacs. However, lot frontage at the street line of several of the cul-de-sac lots does not meet the required 75% of the 100 foot width requirement of Hermantown Zoning Code Section 1020.04.3 When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage. All cul-de-sac lots will be required to meet this standard before approval of the final plat. This may result in fewer lots.

The two western parcels are zoned R-3, Residential. The two eastern Parcels are zoned HM, Hermantown Marketplace. Only the two R-3, Residential Parcels are currently being proposed for subdivision as part of the preliminary plat under consideration. Development of Outlot B will be considered under future proposed plats, and likely, a Planned Unit Development to allow single- or two-family homes in the HM zoning district.

There are 13.5 acres of wetlands on the property. This preliminary plat proposes 6,037 square feet of permanent wetland impacts. The TEP and City Staff are supporting a project de minimis exemption up to

10,000 square feet of wetland impacts over the whole 65 acres of the property for a 1.7% permanent wetland impact.

The applicant is proposing to treat stormwater in two separate retention treatment ponds in Phase 1 and 2. Final location, sizing, and design of permanent stormwater control will be subject to approval of final stormwater plans and MS4 Letter of Compliance by the City Engineer.

Phase 1 and 2 will connect to City water lines located adjacent to the subdivision in the right-of-way of Stebner Road. Sanitary sewer will be served via an existing stub into the property. The new sewer and water lines will be a City main constructed City standards. The applicant will provide engineered plans to the City Engineer for utility connections prior to beginning such work on the site. Preliminary plans will be presented with the Final Plat.

The applicant will construct a +/-830', 28' wide curb face to curb face bituminous roadway with curb and gutter with a sidewalk on one side with two cul-de-sacs in accordance with the City of Hermantown Urban Section design standards and City design speed standards as approved by the City Engineer.

At the time of the Final Plat the applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. Park dedication fees will be paid according to the Hermantown Fee Schedule. Those fees currently are:

Development Type	Recommended
Single Family, Two Family, Three Family Residential Parcel/CIC Unit	\$1,100/lot
Per bedroom fee	\$150

The Planning and Zoning Commission held a public hearing on March 17, 2020 to hear and consider comments from the public. Several residents commented on the project. They raised concerns about the impact of increasing traffic on Stebner Road causing congestion and safety problems, increased growth pressure on the school district resulting in increased local taxes, and loss of greenspace, wetlands, and wildlife habitat.

FINDINGS:

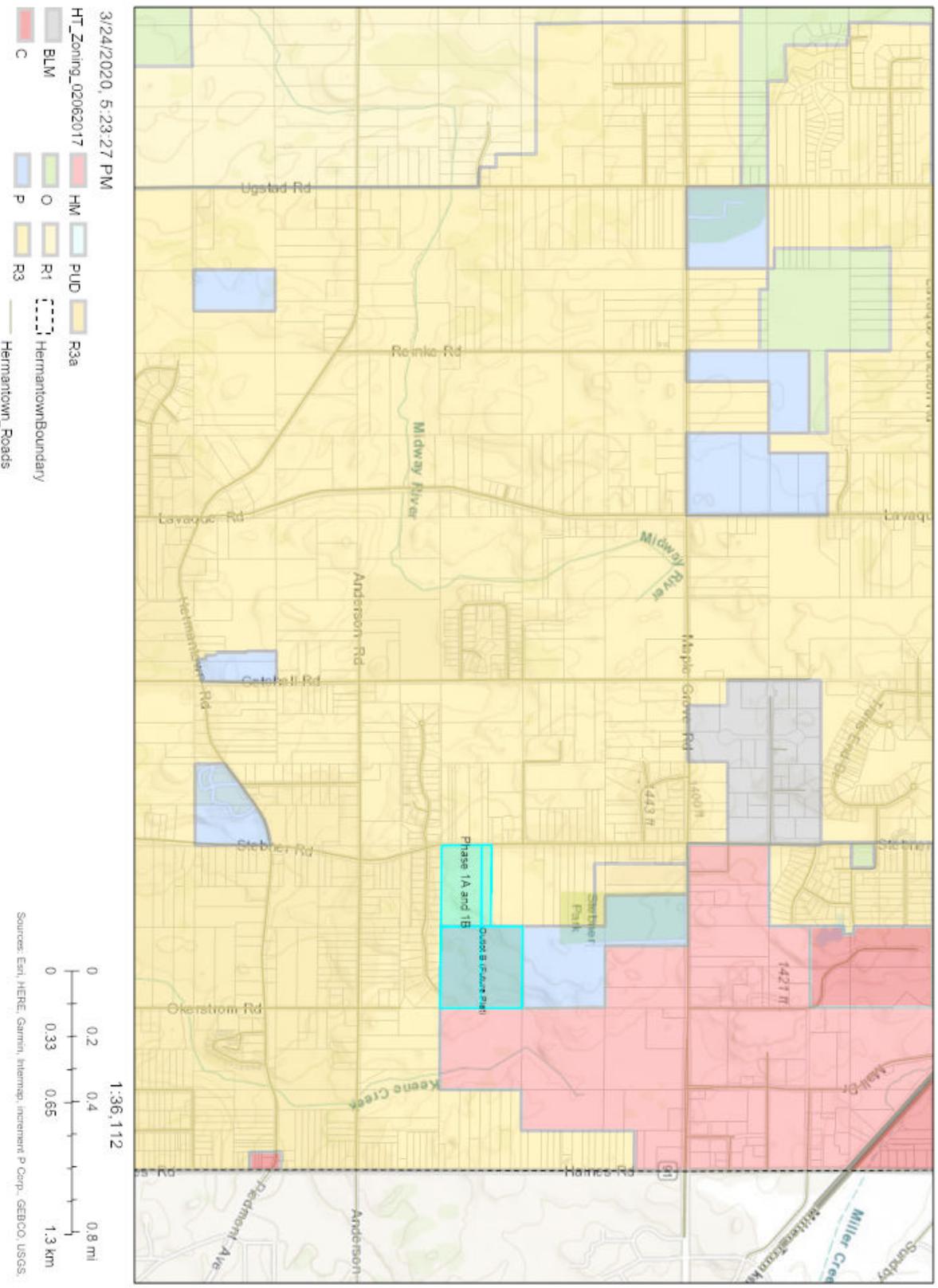
The Planning and Zoning Commission and Staff recommend approval of the preliminary plat based on the following findings:

1. The proposed preliminary plat meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance. Deficiencies in the cul-de-sac street width must be corrected prior to the final Plat.
2. The proposed preliminary plat meets the Comprehensive Plan criteria for residential development.

ATTACHMENTS

- Location Map
- Preliminary Plat
- Street Concept Plan

Location of Peyton Acres in Hermantown



CONTACT:

AMI CONSULTING ENGINEERS, PA
 Brady Korwin
 91 Main Street
 Superior, WI 54880
 715-718-2193 ext. 56
 brady.korwin@amiengineers.com

VICINITY MAP



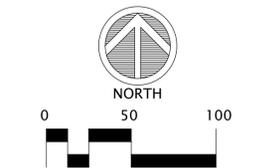
REVISIONS:

DATE	REVISION
02-20-20	INITIAL ISSUE

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes
 Daniel L. Thurmes Registration Number: 25718
 Date: 02-20-20



PROJECT LOCATION:

3956
STEBNER ROAD
 PID#395001006780
 PID#395001006800

Suite #200
 1970 Northwestern Ave
 Stillwater, MN 55082
 Phone 651.275.8969
 Fax 651.275.8976
 dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME: PREPLATAM006
 PROJECT NO.: AMI20006

EXISTING LEGAL DESCRIPTION:

The following Legal Description is as shown on Old Republic National Title Insurance Company Owner's Policy having a policy number of OX-13110559 and having and effective date of May 6, 2019:

The Northwest Quarter of the Southwest Quarter, Section 24, Township 50 North, of Range 15, West of the Fourth Principal Meridian, EXCEPT, the northerly 160 feet of the southerly 965 feet thereof, St. Louis County, Minnesota

AND

The Northeast Quarter of the Southwest Quarter of Section 24, Township 50 North of Range 15, West of the Fourth Principal Meridian, St. Louis County, Minnesota.

NOTE: ONLY A PORTION OF THE HEREINBEFORE DESCRIBED PARCEL OF LAND IS BEING PLATTED. THE PORTION BEING PLATTED IS DESCRIBED AS FOLLOWS:

The south 645 feet of the Northwest Quarter of the Southwest Quarter of Section 24, Township 50, Range 15 (PID:395001006780)

and

The north 160 feet of the south 805 feet of the Northwest Quarter of the Southwest Quarter of Section 24, Township 50, Range 15 (PID:395001006800)

All in St. Louis County, Minnesota

EXISTING EASEMENT NOTES:

The following survey related exceptions appear on the Old Republic National Title Insurance Company Owner's Policy having a policy number of OX-13110559 and having and effective date of May 6, 2019:

- Subject to roadway rights of way of record or as located and in particular to the Stebner Road which is partially located along the West boundary of the subject property. (IT IS ASSUMED THAT THE RIGHT OF WAY OF STEBNER ROAD FALLS ON THE WEST 33 FEET OF THE PROPERTY TO BE PLATTED AS SHOWN. ACTUAL WIDTH AND LOCATION MAY VARY DEPENDING ON USE.)
- Subject to an exception of minerals and mineral rights. (NO DOCUMENTS PROVIDED FOR THIS EXCEPTION.)
- Subject to rights of others to hunt upon said land and maintain hunting blinds or stands thereon, as disclosed by the terms of the parties purchase agreement, pursuant to an un-recorded agreement which rights can apparently be terminated at will. (NO DOCUMENTS PROVIDED FOR THIS EXCEPTION.)

EXISTING AREAS:

TOTAL AREA = 1,061,658 SQ.FT. BEING 24.37 ACRES, MORE OR LESS (INCLUDES 26,569 SQ.FT. OF STEBNER ROAD R/W) (IT IS ASSUMED THE WEST 33 FEET OF THE SUBJECT PROPERTY IS BEING USED AS STEBNER ROAD. ACTUAL R/W WIDTH MAY VARY BY USE.)

PROPOSED AREAS:

LOTS 1-7, BLOCK 1 = 257,674 SQ.FT.
 LOTS 1-15, BLOCK 2 = 450,922 SQ.FT.
 OUTLOT A = 46,489 SQ.FT.
 OUTLOT B = 45,504 SQ.FT.
 OUTLOT C = 119,258 SQ.FT.
 STREET RIGHT OF WAY = 141,811 SQ. FT.

TOTAL AREA = 1,061,658 SQ.FT. BEING 24.37 ACRES, MORE OR LESS

ZONING NOTES:

SITE IS R-3, RESIDENTIAL PER CITY OF HERMANTOWN ZONING MAP

SETBACKS:

FRONT YARD = 50 FEET
 CORNER SIDE YARD = 10 FEET
 SIDE YARD = 10 FEET
 REAR YARD = 40 FEET

MAXIMUM BUILDING HEIGHT = 35 FEET

FLOOD INFORMATION:

THIS PROPERTY LIES WITHIN THE ZONE C, AREAS OF MINIMAL FLOODING, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NUMBER 270708009B HAVING AN EFFECTIVE DATE OF NOVEMBER 18, 1981.

EXISTING PARKING:

THERE ARE 0 VISIBLE PARKING STALLS DESIGNATED ON THIS PARCEL INCLUDING 0 HANDICAP STALLS.

SURVEY NOTES:

- BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE ST. LOUIS COUNTY SURVEYORS OFFICE. (NAD83) (STLCTM96)
- THERE MAY BE SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.
- CONTOURS SHOWN WERE OBTAINED FROM THE DNR MNTPOPO WEBSITE AND HAVE NOT BEEN FIELD VERIFIED.

UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.



LEGEND:

● FOUND MONUMENT	⚡ FIRE DEPT. CONNECTION
○ SET 1/2" IRON PIPE MARKED R/S NO. 25718	⚡ HYDRANT
▣ CABLE TV PEDESTAL	⊕ CURB STOP
Ⓐ AIR CONDITIONER	⊕ WATER MANHOLE
Ⓜ ELECTRIC MANHOLE	⊕ WATER METER
Ⓜ ELECTRIC METER	⊕ POST INDICATOR VALVE
Ⓜ ELECTRIC PEDESTAL	⊕ WATER VALVE
Ⓜ ELECTRIC TRANSFORMER	⊕ BOLLARD
⊕ LIGHT POLE	⊕ FLAG POLE
⊕ GUY WIRE	Ⓜ MAIL BOX
⊕ POWER POLE	Ⓜ TRAFFIC SIGN
⊕ GAS MANHOLE	⊕ UNKNOWN MANHOLE
⊕ GAS METER	⊕ SOIL BORING
Ⓜ TELEPHONE MANHOLE	⊕ SPOT ELEVATION
Ⓜ TELEPHONE PEDESTAL	⊕ TRAFFIC SIGNAL
Ⓜ SANITARY CLEANOUT	☀ CONIFEROUS TREE
Ⓜ SANITARY MANHOLE	☀ DECIDUOUS TREE
Ⓜ CATCH BASIN	
Ⓜ STORM DRAIN	
Ⓜ FLARED END SECTION	
Ⓜ STORM MANHOLE	
— ue — UNDERGROUND ELECTRIC	
— utv — UNDERGROUND CABLE TV	
— uf — UNDERGROUND FIBER OPTIC	
— ut — UNDERGROUND TELEPHONE	
— ou — OVERHEAD UTILITY	
— ug — UNDERGROUND GAS	
— > — SANITARY SEWER	
— >> — STORM SEWER	
— — WATERMAIN	
— + — FENCE	
— [— CURB (TYPICAL)	
— 1230 — CONTOURS	
— w — WETLAND AREAS (PROVIDED BY OTHERS)	

SEE SHEET 2 OF 2 FOR GRAPHICAL REPRESENTATION OF THE SUBJECT PROPERTY AND PROPOSED SUBDIVISION

PEYTON ACRES

HERMANTOWN, MN

CONTACT:

AMI CONSULTING ENGINEERS, PA
 Brady Korwin
 91 Main Street
 Superior, WI 54880
 715-718-2193 ext. 56
 brady.korwin@amiengineers.com

VICINITY MAP



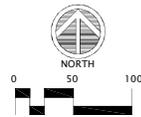
REVISIONS:

DATE	REVISION
02-20-20	INITIAL ISSUE

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the state of Minnesota.

Dan C. Surry
 Dan C. Surry Registration No. 25718
 Date: 02-20-20



PROJECT LOCATION:

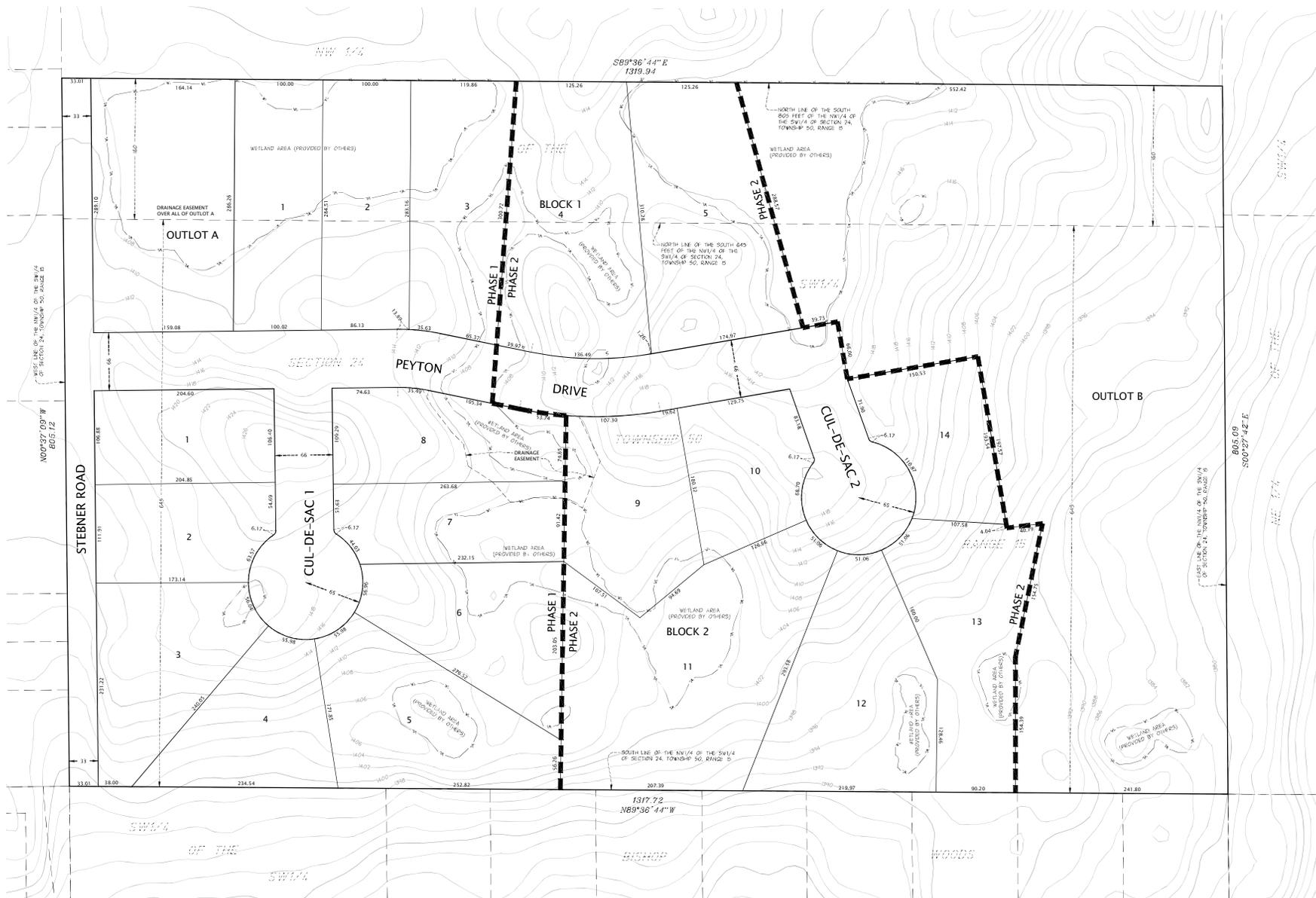
3956
STEBNER ROAD
 PID#395001006780
 PID#395001006800

Suite #200
 1970 Northwestern Ave
 Stillwater, MN 55082
 Phone 651.275.8969
 Fax 651.275.8976
 dan@
 cssurvey.net

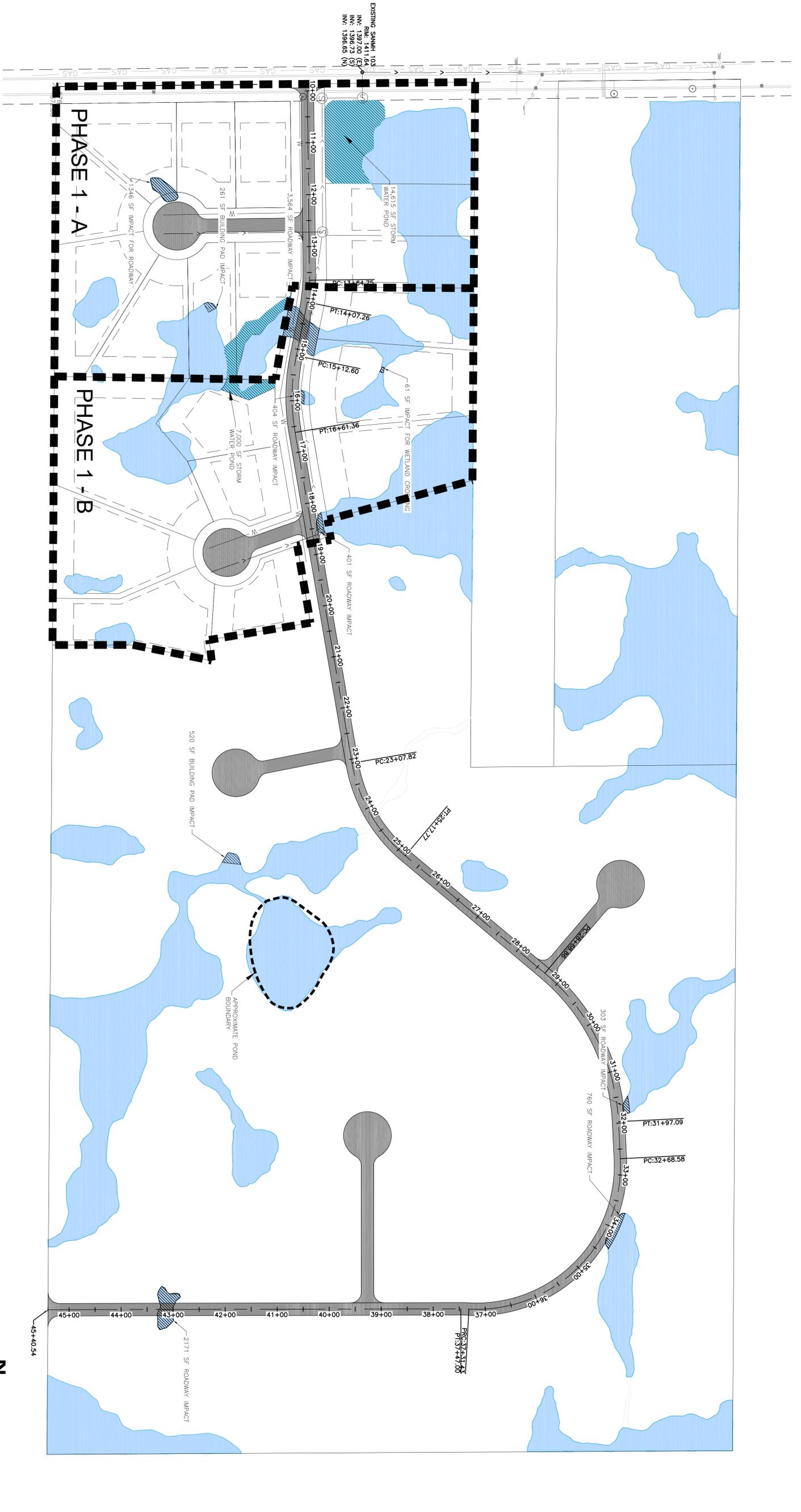
CORNERSTONE LAND SURVEYING, INC.

FILE NAME: PREPLATAM1006
 PROJECT NO. AMI20006

PRELIMINARY PLAT
 SHEET 2 OF 2



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTIONS, PARCEL AREAS, ZONING NOTES, AND SYMBOL LEGEND

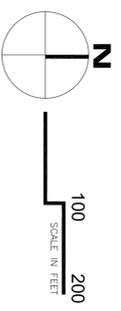


SITE LEGEND:

- PROPOSED BITUMINOUS
- PROPOSED STORMWATER MANAGEMENT
- PROPOSED HOUSE - 45' X 55'
- EXISTING WETLANDS
- WETLAND IMPACT
- SETBACKS

SITE SUMMARY:

- APPROXIMATELY 66 BUILDABLE LOTS (HALF ACRE LOT MINIMUM)
- 10 LOTS IN PHASE 1A
- 9,791 SF ESTIMATED WETLAND IMPACT



<p>SK-2</p>	SHEET: JOB No: 191104 DATE: 02.20.2020 DRAWN BY: BRK DESIGNED BY:	<p>PEYTON ACRES HERMANTOWN, MN</p> <p>PRELIMINARY LAYOUT ALL PHASES SKETCH</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE:</th> <th>REV:</th> <th>DESCRIPTION</th> <th>REV. BY:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE:	REV:	DESCRIPTION	REV. BY:																	THEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. NAME: STEWEN CRAIGER SIGNATURE: _____ DATE: _____	<p>AMI Consulting Engineers P.A. 3640 TALMAGE CIR. VADNAIS HEIGHTS 651.344.8783 - amiengineers.com SUPERIOR - IRON RANGE</p>
	DATE:	REV:	DESCRIPTION	REV. BY:																					
NOT FOR CONSTRUCTION																									

Resolution No. 2020-49

RESOLUTION APPROVING PRELIMINARY PLAT OF PEYTON ACRES AND IMPOSING CONDITIONS ON SUBMITTAL AND APPROVAL OF THE FINAL PLAT

WHEREAS, JLG Enterprises (Applicant) has requested a preliminary plat for Peyton Acres comprised of 19 single family lots and two out lots in an R-3 zoning district; and

WHEREAS, the Hermantown Planning and Zoning Commission has recommended the approval of the preliminary plat following a public hearing on March 17, 2020; and

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

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

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

1. The preliminary plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
2. The preliminary plat of Peyton Acres is hereby approved.
3. The following conditions are imposed upon the final plat:
 - a. The final plat shall be approved within one year of the date of the approval of the preliminary plat.
 - b. The title of the land underlying the plat shall be approved by the City Attorney.
 - c. Any deficiency noted by the surveyor on the preliminary plat will be corrected on the final plat.
 - d. Applicant shall pay a cash contribution in lieu of parkland dedication per the schedule adopted in the Hermantown Fee Schedule.
 - e. Applicant shall enter into a development agreement with the City at time of final plat that outlines development responsibilities and provide financial securities for site improvements and utility installation.
 - f. Applicant agrees to construct, at their own expense, a connection between the proposed road and Oak Ridge Drive in a manner and time to be determined via development agreement with City in the event of further subdivision of Outlot B as generally shown on Exhibit B.
 - g. Regardless of the impact on the number of approved lots, all lots will meet the minimum standards for lot area (1/2 acre) and width (100'), all other design standards of the Hermantown Zoning Ordinance, including but not limited to:
 - i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and

- ii. 1020.04.3. When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.
- h. Prior to approval of the final plat, the applicant shall provide a plan to impact 10,000 square feet or less of wetland impacts or an application for wetland replacement plan.
- i. Prior to approval of the final plat, the applicant shall submit and receive approval from the City Engineer of a permanent stormwater treatment plan that meets the City standards codified in Sections 1080 and 1060 of the City Code.
- j. Prior to approval of the final plat, the applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with a 28' wide curb face to curb face bituminous paved road with a sidewalk on at least one side and all other Hermantown road design standards including 30 mph speed design.
- k. Prior to approval of the Final Plat, the applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with cul-de-sacs designed to R/W width of 130' with a paved surface of 100' paved surface.
- l. The applicant shall sign a consent form assenting to all conditions of this approval.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 6, 2020.

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



DATE: March 31, 2020 **Meeting Date:** 4/6/20

SUBJECT: Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448 **Agenda Item: 12-I** **Resolution 2020-50**

REQUESTED ACTION

Approve Pay Application No. 1 for the construction related to the Trunk Sewer Spur and Munger Trail Spur Project – Sanitary Sewer Improvement District No. 448.

BACKGROUND

Attached is Pay Estimate No. 1 for the work associated with the Trunk Sewer Spur and Munger Trail Spur Project – Sanitary Sewer Improvement District No. 448 through March 28, 2020. NCE and Utility Systems of America, Inc. have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Estimate No. 1 is **\$455,588.49**. The City will hold a 5% retainage of the completed construction through the duration of the project. This amount will be **\$23,978.34** to date.

NCE has reviewed the quantities through construction inspection and discussions with Utility Systems of America, Inc. representatives. I recommend payment in the amount of **\$455,588.49** be authorized at the April 6, 2020 City Council Meeting.

SOURCE OF FUNDS (if applicable)

Sales Tax

ATTACHMENTS

Pay Application No. 1

Resolution No. 2020-50

RESOLUTION APPROVING PAY REQUEST NUMBER 1 FOR SEWER IMPROVEMENT DISTRICT NO. 448 TO UTILITY SYSTEMS OF AMERICA, INC. IN THE AMOUNT OF \$455,588.49

WHEREAS, the City of Hermantown has contracted with Utility Systems of America, Inc. for construction of Sewer Improvement District No. 448 (“Project”); and

WHEREAS, Utility Systems of America, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Utility Systems of America, Inc. has submitted Pay Request No. 1 in the amount of \$455,588.49; and

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed; and

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 1 provided that \$23,978.34 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

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

1. Pay Request No. 1 is hereby approved.
2. The City is hereby authorized and directed to pay to Utility Systems of America, Inc. the sum of \$455,588.49 which is the amount represented on Pay Request No. 1.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted April 6, 2020.

March 31, 2020

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

Re: Hermantown Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448

Dear John:

Attached is Pay Estimate #1 for the work associated with the Hermantown Trunk Sewer Spur & Munger Trail Spur – Sanitary Sewer Improvement District No. 448 through March 28, 2020. NCE and Utility Systems of America, Inc. (USA) have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Estimate #1 is **\$455,588.49**. The City will hold a 5% retainage of the completed construction through the duration of the project. This amount will be **\$23,978.34** to date.

NCE has reviewed the quantities through construction inspection and discussions with Utility Systems of America, Inc. representatives. I recommend payment in the amount of **\$455,558.49** be authorized at the April 6, 2020 City Council Meeting.

Please contact me with any questions you may have.

Thank you,



David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Bonnie Engseth
Adam Zwak, P.E.
Jim Pucel, P.E.



Pay Application #1 - 3/31/20
Trunk Sewer Spur & Munger Trail Spur
Sanitary Sewer District Improvement District No. 448

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	USA Unit Price	Trunk Sewer Spur			Munger Trail Spur			Total Project	
						Contract Quantities	Completed Quantities	Completed Cost	Contract Quantities	Completed Quantities	Completed Cost	Completed Quantities	Completed Cost
BASE BID													
1	2021.501	MOBILIZATION	LS	1.00	\$ 434,000.00	0.80	0.20	\$ 86,800.00	0.20	0.10	\$ 43,400.00	0.30	\$ 130,200.00
2	2021.601	BLAST MONITORING/SURVEY	LS	1.00	\$ 45,000.00	1.00		\$ -	-		\$ -		\$ -
3	2031.601	FIELD OFFICE	LS	1.00	\$ 7,500.00	0.80	0.80	\$ 6,000.00	0.20	0.20	\$ 1,500.00	1.00	\$ 7,500.00
4	2051.601	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1.00	\$ 1,000.00	0.80		\$ -	0.20		\$ -		\$ -
5	2101.501	CLEARING	ACRE	18.00	\$ 12,000.00	14.50	14.50	\$ 174,000.00	3.50	3.50	\$ 42,000.00	18.00	\$ 216,000.00
6	2101.506	GRUBBING	ACRE	18.00	\$ 1,500.00	14.50	4.50	\$ 6,750.00	3.50		\$ -	4.50	\$ 6,750.00
7	2104.502	REMOVE CASTING	EACH	1	\$ 250.00	1		\$ -	-		\$ -		\$ -
8	2104.502	SALVAGE ELECTRICAL PEDESTAL AND SIGN	EACH	6	\$ 350.00	6		\$ -	-		\$ -		\$ -
9	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	20	\$ 5.00	20		\$ -	-		\$ -		\$ -
10	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	10	\$ 5.00	10		\$ -	-		\$ -		\$ -
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	156	\$ 4.00	156		\$ -	-		\$ -		\$ -
12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	170	\$ 7.00	170		\$ -	-		\$ -		\$ -
13	2104.509	REMOVE CONCRETE PAVEMENT	SY	852	\$ 9.00	852		\$ -	-		\$ -		\$ -
14	2104.509	REMOVE BITUMINOUS PAVEMENT	SY	343	\$ 4.00	227		\$ -	116		\$ -		\$ -
15	2104.518	REMOVE CONCRETE WALK	SF	630	\$ 1.00	630		\$ -	-		\$ -		\$ -
16	2104.601	REMOVE LIFT STATION	LS	1.00	\$ 20,000.00	1.00		\$ -	-		\$ -		\$ -
17	2104.602	REMOVE GREENHOUSES	EACH	8	\$ 1,000.00	8		\$ -	-		\$ -		\$ -
18	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN)	SY	28,750	\$ 1.65	17,000		\$ -	11,750		\$ -		\$ -
19	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN) (PATCHING)	SY	250	\$ 4.00	250		\$ -	-		\$ -		\$ -
20	2106.507	EXCAVATION - COMMON	CY	20,683	\$ 11.00	16,760		\$ -	3,923		\$ -		\$ -
21	2106.507	COMMON EMBANKMENT (CV)	CY	3,924	\$ 7.00	3,179		\$ -	745		\$ -		\$ -
22	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CY	5,500	\$ 21.00	3,200		\$ -	2,300		\$ -		\$ -
23	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV) (PATCHING)	CY	100	\$ 22.00	100		\$ -	-		\$ -		\$ -
24	2106.601	DEWATERING	LS	1	\$ 50,000.00	0.80		\$ -	0.20		\$ -		\$ -
25	2106.601	TURF & WETLAND RESTORATION	LS	1	\$ 30,000.00	0.80		\$ -	0.20		\$ -		\$ -
26	2106.602	KEENE CREEK CROSSING	EACH	4	\$ 4,000.00	3		\$ -	1		\$ -		\$ -
27	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	7,611	\$ 30.00	4,434		\$ -	3,177		\$ -		\$ -
28	2211.507	AGGREGATE BASE (CV) CLASS 5 (PATCHING)	CY	60	\$ 40.00	60		\$ -	-		\$ -		\$ -
29	2301.509	CONCRETE PAVEMENT 7" (MAPLE GROVE ESTATES)	SY	852	\$ 88.00	852		\$ -	-		\$ -		\$ -
30	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:B)	TON	1,770	\$ 80.00	-		\$ -	1,770		\$ -		\$ -
31	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C) (PATCHING)	TON	35	\$ 154.00	35		\$ -	-		\$ -		\$ -
32	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3:C) (PATCHING)	TON	32	\$ 154.00	32		\$ -	-		\$ -		\$ -
33	2412.503	3X6 PRECAST CONCRETE BOX CULVERT	LF	64	\$ 850.00	34		\$ -	30		\$ -		\$ -
34	2451.507	COARSE FILTER AGGREGATE (CV)	CY	1,045	\$ 24.00	1,045		\$ -	-		\$ -		\$ -
35	2451.507	GRANULAR BACKFILL (LV)	CY	6,275	\$ 14.00	6,275		\$ -	-		\$ -		\$ -
36	2451.507	STRUCTURE EXCAVATION, CLASS R	CY	4,825	\$ 52.00	4,825		\$ -	-		\$ -		\$ -
37	2501.502	12" CAS PIPE APRON	EACH	26	\$ 300.00	18		\$ -	8		\$ -		\$ -
38	2501.502	15" CAS PIPE APRON	EACH	45	\$ 325.00	-		\$ -	45		\$ -		\$ -
39	2501.503	12" CAS PIPE CULVERT	LF	328	\$ 50.00	230		\$ -	98		\$ -		\$ -
40	2501.503	15" CAS PIPE CULVERT	LF	590	\$ 53.00	-		\$ -	590		\$ -		\$ -
41	2503.503	8" PVC PIPE SEWER (SDR35)	LF	547	\$ 117.00	547		\$ -	-		\$ -		\$ -
42	2503.503	10" PVC PIPE SEWER (SDR35)	LF	5,651	\$ 119.00	5,651		\$ -	-		\$ -		\$ -
43	2503.503	10" PVC PIPE SEWER (SDR26)	LF	3,203	\$ 121.00	3,203		\$ -	-		\$ -		\$ -
44	2503.602	BENTONITE TRENCH DAM	EACH	74	\$ 1,900.00	74		\$ -	-		\$ -		\$ -
45	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3	\$ 1,500.00	3		\$ -	-		\$ -		\$ -
46	2503.602	PLUG AND ABANDON PIPE SEWER	EACH	6	\$ 500.00	6		\$ -	-		\$ -		\$ -
47	2503.603	TELEWISE SANITARY SEWER	LF	9,401	\$ 2.50	9,401		\$ -	-		\$ -		\$ -
48	2504.604	3" POLYSTYRENE INSULATION	SY	135	\$ 50.00	135		\$ -	-		\$ -		\$ -
49	2506.502	CASTING ASSEMBLY	EACH	5	\$ 800.00	5		\$ -	-		\$ -		\$ -
50	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LF	508	\$ 525.00	508		\$ -	-		\$ -		\$ -
51	2506.602	CASTING ASSEMBLY SPECIAL	EACH	33	\$ 800.00	33		\$ -	-		\$ -		\$ -

52	2506.602	MANHOLE FRAME SEAL (EXTERNAL)	EACH	38	\$ 250.00	38		\$ -	-		\$ -		\$ -
53	2506.603	CONSTRUCT 8" INSIDE DROP	LF	6	\$ 200.00	6		\$ -	-		\$ -		\$ -
54	2521.518	6" CONCRETE WALK	SF	630	\$ 9.25	630		\$ -	-		\$ -		\$ -
55	2531.503	CONCRETE CURB AND GUTTER, DESIGN B624	LF	20	\$ 55.00	20		\$ -	-		\$ -		\$ -
56	2545.602	INSTALL ELECTRICAL PEDESTAL AND SIGN	EACH	6	\$ 750.00	6		\$ -	-		\$ -		\$ -
57	2563.601	TRAFFIC CONTROL	LS	1.00	\$ 27,500.00	0.80	0.10	\$ 2,750.00	0.20		\$ -	0.10	\$ 2,750.00
58	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1.00	\$ 1,000.00	0.80		\$ -	0.20		\$ -		\$ -
59	2573.502	STORM DRAIN INLET PROTECTION	EACH	37	\$ 300.00	27		\$ -	10		\$ -		\$ -
60	2573.503	FILTER BERM TYPE 4	LF	18,895	\$ 2.00	13,848		\$ -	5,047		\$ -		\$ -
61	2573.503	SILT FENCE; TYPE MS	LF	6,878	\$ 2.25	3,541	2,128	\$ 4,788.00	3,337		\$ -	2,128	\$ 4,788.00
62	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	18,895	\$ 2.75	13,848		\$ -	5,047		\$ -		\$ -
63	2573.601	HERMANTOWN PUBLIC WORKS STORMWATER IMPROVEMENTS	LS	1.00	\$ 50,000.00	-		\$ -	1.00		\$ -		\$ -
64	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SY	3,277	\$ 1.65	1,795		\$ -	1,482		\$ -		\$ -
65	2575.505	SEEDING	ACRE	16.75	\$ 60.00	14.00		\$ -	2.75		\$ -		\$ -
66	2575.508	SEED MIXTURE 36-311 (UPLAND)	LB	775	\$ 35.00	550		\$ -	225		\$ -		\$ -
67	2575.508	SEED MIXTURE 34-371 (WETLAND)	LB	575	\$ 75.00	450		\$ -	125		\$ -		\$ -
68	2575.605	MULCH MATERIAL TYPE 1	ACRE	16.75	\$ 700.00	14.00		\$ -	2.75		\$ -		\$ -
69	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LF	71	\$ 12.00	71		\$ -	-		\$ -		\$ -
70	2582.503	4" SOLID LINE PAINT (WHITE)	LF	102	\$ 6.00	102		\$ -	-		\$ -		\$ -
71	2582.503	24" SOLID LINE PAINT (WHITE)	LF	50	\$ 14.00	-		\$ -	50		\$ -		\$ -
BID ALTERNATE #1 - MAINTENANCE ROAD PAVING													
72	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:B)	TON	425	\$ 80.00	-		\$ -	425		\$ -		\$ -
BID ALTERNATE #2 - MAINTENANCE ROAD ALONG MAPLE GROVE													
73	2104.502	SALVAGE 24" RC PIPE APRON	EACH	1	\$ 400.00	-		\$ -	1		\$ -		\$ -
74	2104.502	SALVAGE LIGHT POLE AND BASE	EACH	1	\$ 600.00	-		\$ -	1		\$ -		\$ -
75	2104.502	SALVAGE SIGN	EACH	1	\$ 50.00	-		\$ -	1		\$ -		\$ -
76	2106.504	GEOTEXTILE FABRIC TYPE 5 (NON-WOVEN)	SY	700	\$ 3.00	-		\$ -	700		\$ -		\$ -
77	2106.507	EXCAVATION - COMMON	CY	250	\$ 25.00	-		\$ -	250		\$ -		\$ -
78	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	CY	150	\$ 30.00	-		\$ -	150		\$ -		\$ -
79	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	175	\$ 32.00	-		\$ -	175		\$ -		\$ -
80	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:B)	TON	68	\$ 83.00	-		\$ -	68		\$ -		\$ -
81	2501.503	24" RC PIPE SEWER DESIGN 3006	LF	10	\$ 120.00	-		\$ -	10		\$ -		\$ -
82	2501.602	INSTALL RC PIPE APRON	EACH	1	\$ 200.00	-		\$ -	1		\$ -		\$ -
83	2545.602	INSTALL LIGHT POLE	EACH	1	\$ 6,500.00	-		\$ -	1		\$ -		\$ -
84	2564.602	INSTALL SIGN	EACH	1	\$ 200.00	-		\$ -	1		\$ -		\$ -

TRUNK SEWER SPUR COST	MUNGER TRAIL SPUR COST	TOTAL AMOUNT EARNED
\$281,088.00	\$86,900.00	\$367,988.00

CONTRACT BREAKDOWN	
ORIGINAL TRUNK SEWER CONTRACT AMOUNT	\$3,441,999.00
ORIGINAL MUNGER TRAIL CONTRACT AMOUNT	\$767,785.30
TOTAL ORIGINAL CONTRACT AMOUNT	\$4,209,784.30
CURRENT CONTRACT AMOUNT	\$4,209,784.30

MATERIALS STORED/ON HAND	\$111,578.83
5% RETAINAGE	\$23,978.34

PAY APPLICATION #1	\$455,588.49
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ESS BROTHERS & SONS, INC.

9350 County Road 19
Loretto/Corcoran, MN 55357
www.essbrothers.com

Phone 763-478-2027
Toll Free 800-478-2027
Fax 763-478-8868

Equal Opportunity Employer/Supplier

HERMAN TOWN
TRUNK SEWER SPUR & TRAIL SPUR
3-20

SUMMARY OF INVOICES

MATERIALS ON SITE

<u>INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
M035834	COLE & MAIN - PIPE	\$ 38,579.07
10089	SATHERS, LLC - ROCK/SAND BEDDING	\$ 6,154.00
239	SATHERS TRUCKING, LLC - ROCK/SAND/BEDDING	\$ 50,872.00
ST00018093	FORTERRA - MH'S	\$ 8,067.47
ST00018099	FORTERRA - MH'S	\$ 7,905.89
TOTAL		\$ 111,578.83



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # M035834
Invoice Date 3/19/20
Account # 100982
Sales Rep MITCH ENTZMINGER
Phone # 763-428-7473
Branch #243 St Michael, MN
Total Amount Due \$38,579.27

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

UTILITY SYSTEMS OF AMERICA
EVELETH INDUSTRIAL PARK
PO BOX 706
EVELETH MN 55734-0706

Shipped To:
OKERSTROM RD & HERMANTOWN RD
Jim 218-744-4342
HERMANTOWN, MN

CUSTOMER JOB- TRUNKSE Trunk Sewer

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 3/09/20 Date Shipped 3/17/20 Customer PO # SEE BELOW Job Name Trunk Sewer Job # TRUNKSE Bill of Lading Shipped Via DIRECT Invoice# M035834

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
CUSTOMER PO#- TRUNK SEWER SPUR							
CORE & MAIN PO#- 9667245							
04083514	8 PVC SDR35 SWR PIPE (G) 14' BID SEQ# 70	574	574		3.52000 FT	.00	
04103514	10 PVC SDR35 SWR PIPE (G) 14' BID SEQ# 80	5656	2184	3472	5.51000 FT	12,033.84	
04102614	10 PVC SDR26 HW SWR PIPE (G) 14' BID SEQ# 90	3206	3206		7.35000 FT	23,564.10	

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: JIM

Subtotal: 35,597.94
Other: .00
Tax: 2,981.33
Invoice Total: \$38,579.27

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Invoice

Date	Invoice #
3/23/2020	10089

Bill To
Utility Systems of America PO Box 706 Eveleth, MN 55734-8629

Terms	Due Date
Due on receipt	3/23/2020

Date	Ticket #	Tonage	Rate Per Ton	Description	Loads	Amount
3/16/2020	23628	195	4.75	Pit Run Sand	13	926.25T
3/17/2020	23627	180	4.75	Pit Run Sand	12	855.00T
3/18/2020	23626	180	7.50	Screened Material Rock 3/4	12	1,350.00T
3/19/2020	23541	53	7.50	Screened Material Rock 3/4	3	397.50T
3/19/2020	23541	174	7.50	Screened Material - Rock 1.5 inch	10	1,305.00T
3/19/2020	23541	189	4.75	Pit Run Sand	11	897.75T
			7.375%	Sales Tax		422.70

Thank you for getting your material at Sathers, LLC! Please come again!

Total \$6,154.20

Phone #	218-729-9784
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Invoice

Sathers Trucking, LLC

5112 Midway Rd
Duluth, MN 55811

Date	Invoice #
3/23/2020	239

Bill To

Utility Systems of America
P.O. Box 706
Eveleth, MN 55734

Terms
Due on receipt

Service Date	Ticket Number	Description	Qty	Rate	Amount
3/9/2020	15475	Rock, small - HAULED	8	250.00	2,000.00
3/9/2020	16704	Rock, small - HAULED	6	250.00	1,500.00
3/10/2020	16705	Rock, small - HAULED	10	251.00	2,510.00
3/10/2020	15476	Rock, small - HAULED	7	251.00	1,757.00
3/10/2020	15504	Rock, small - HAULED	10	251.00	2,510.00
3/11/2020	15478	PR Sand - HAULED	9	238.00	2,142.00
3/11/2020	15505	PR Sand - HAULED	11	238.00	2,618.00
3/11/2020	16706	PR Sand - HAULED	11	238.00	2,618.00
3/12/2020	15479	PR Sand - HAULED	11	238.00	2,618.00
3/12/2020	16609	PR Sand - HAULED	6	238.00	1,428.00
3/12/2020	16609	Rock, small - HAULED	8	251.00	2,008.00
3/12/2020	16707	PR Sand - HAULED	6	238.00	1,428.00
3/12/2020	16707	Rock, small - HAULED	7	251.00	1,757.00
3/16/2020	16610	PR Sand - HAULED	13	238.00	3,094.00
3/16/2020	15481	PR Sand - HAULED	8	238.00	1,904.00
3/16/2020	16708	PR Sand - HAULED	13	238.00	3,094.00
3/17/2020	15483	PR Sand - HAULED	9	238.00	2,142.00
3/17/2020	16611	PR Sand - HAULED	12	238.00	2,856.00
3/17/2020	16709	PR Sand - HAULED	12	238.00	2,856.00
3/18/2020	16710	Rock, small - HAULED	10	251.00	2,510.00
3/18/2020	16612	Rock, small - HAULED	12	251.00	3,012.00
3/19/2020	15484	Rock, small - HAULED	10	251.00	2,510.00

All items delivered above have been dumped and spread at the jobsite.

Total	\$50,872.00
Balance Due	\$50,872.00

Phone #
218-729-9784



Utility Systems Of America Inc
 PO Box 706
 Eveleth MN 55734-0706

Invoice: ST00018093
Invoice Date: 3/17/2020
Due Date: 4/17/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000469690

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA200								
48x2.0 BBL P2 Vt	DS0000469690	1.00	2.00	193.00	386.00	20%	154.40	308.80
48x2.8 MonoIn1/2 P2 Vt	DS0000469690	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
Gasket P2 48 inch	DS0000469690	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469690	3.00	0.00	189.00	567.00	20%	151.20	453.60
48x3.5 Cone 27in Ecc P2 Coated	DS0000469690	1.00	3.50	158.00	553.00	20%	126.40	442.40
SA202								
48x6.0 BBL P2 Vt	DS0000469690	3.00	18.00	193.00	3,474.00	20%	154.40	2,779.20
48x2.8 MonoIn1/2 P2 Vt	DS0000469690	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
Gasket P2 48 inch	DS0000469690	4.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469690	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA201								
48x2.8 MonoIn1/2 P2 Vt	DS0000469690	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000469690	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000469690	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469690	2.00	0.00	189.00	378.00	20%	151.20	302.40

Invoices are due Net 30 Days	Retail Subtotal		9,391.70
Past Due Amounts are subject to 1 1/2% Finance Charge per month	Discount		1,878.34
Please make sure your account balance is brought current and in good standing.	Net Price		7,513.36
Product returns of standard items must be made within a 6 month period.	Freight Charge		0.00
Please contact me with any questions or should you need anything	Misc Charges		0.00
John Sharp... John.Sharp@forterrabp.com or 763-694-3252	Prepaid Amount		0.00
	MN State Sales Tax	6.875 %	516.54
	St. Louis MN County Sales Tax	0.500 %	37.57
	Net Total		\$8,067.47
	Due Date		4/17/2020

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: **Forterra Pipe & Precast**
P O Box 74008199
Chicago, IL 60674-8199

Utility Systems Of America
 Inc

Customer #: 177300

Invoice: ST00018093

Invoice Date: 3/17/2020

Due Date: 4/17/2020

Amount Due:

Amount Enclosed:



Utility Systems Of America Inc
PO Box 706
Eveleth MN 55734-0706

Invoice: ST00018099
Invoice Date: 3/18/2020
Due Date: 4/18/2020
Forterra Order #: 6319296PM1
Customer PO #:
Customer #: 177300
Delivery Order #: DS0000469692

Ship To: Hermantown, MN - Trunk Sewer Spur and Munger

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA214								
48x1.0 BBL P2 Vt	DS0000469692	1.00	1.00	351.00	351.00	20%	280.80	280.80
48x2.8 MonoIn1/2 P2 Vt	DS0000469692	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000469692	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000469692	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469692	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA213								
48x2.0 BBL P2 Vt	DS0000469692	1.00	2.00	193.00	386.00	20%	154.40	308.80
48x2.8 MonoIn1/2 P2 Vt	DS0000469692	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x3.5 Cone 27in Ecc P2	DS0000469692	1.00	3.50	158.00	553.00	20%	126.40	442.40
Gasket P2 48 inch	DS0000469692	2.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469692	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA211								
48x2.8 MonoIn1/2 P2 Vt	DS0000469692	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x4.0 Cone 27in Ecc P2	DS0000469692	1.00	4.00	158.00	632.00	20%	126.40	505.60
Gasket P2 48 inch	DS0000469692	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469692	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA212								
48x2.8 MonoIn1/2 P2 Vt	DS0000469692	1.00	0.00	1,007.90	1,007.90	20%	806.32	806.32
48x3.5 Cone 27in Ecc P2	DS0000469692	1.00	3.50	158.00	553.00	20%	126.40	442.40
Gasket P2 48 inch	DS0000469692	1.00	0.00	0.00	0.00	20%	0.00	0.00
MH Connector NPC S406-14AW (OD 9.5-11.2)	DS0000469692	2.00	0.00	189.00	378.00	20%	151.20	302.40
SA202								
48x3.5 Cone 27in Ecc P2	DS0000469692	1.00	3.50	158.00	553.00	20%	126.40	442.40

Invoices are due Net 30 Days	Retail Subtotal	9,203.60
Past Due Amounts are subject to 1 1/2% Finance Charge per month	Discount	1,840.72
Please make sure your account balance is brought current and in good standing.	Net Price	7,362.88
Product returns of standard items must be made within a 6 month period.	Freight Charge	0.00
Please contact me with any questions or should you need anything	Misc Charges	0.00
	Prepaid Amount	0.00
	MN State Sales Tax	6.875 % 506.20
	St. Louis MN County Sales Tax	0.500 % 36.81
	Net Total	\$7,905.89
John Sharp... John.Sharp@forterrabp.com or 763-694-3252	Due Date	4/18/2020

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: **Forterra Pipe & Precast**
P O Box 74008199
Chicago, IL 60674-8199

Utility Systems Of America
 Inc

Customer #: 177300

Invoice: ST00018099

Invoice Date: 3/18/2020

Due Date: 4/18/2020

Amount Due: **\$7,905.89**

Amount Enclosed: