



Hermantown City Council Meeting – June 15, 2020

Because attendance at the regular meeting location is not entirely feasible due to the health pandemic, Hermantown's June 15, 2020 City Council Meeting, as well as Pre-Agenda Meeting, will be conducted remotely with limited access to Council Chambers.

Both meetings will utilize the platform "Zoom" - which allows the public to view and/or hear the meeting from their phone or computer. Attendance is allowed at City Hall, with social distancing guidelines to be followed.

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

<https://us02web.zoom.us/j/88053396708?pwd=bVI4ZnVQcnhONFdBNnhpVmMrSVhldz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 880-5339-6708 and the password 661618.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "June 15, 2020 Meeting." It is important to note that all comments regarding the June 15, 2020 meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- It is a challenging situation for all of us, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available at:

<https://us02web.zoom.us/j/82913101894?pwd=WWtBRXZTbzJWYXhWZkF1MUpvbE9vdz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number 829-1310-1894 and the password 106718. Public comment is not a factor in the pre-agenda meeting, but the public is invited to listen to this meeting.



AGENDA

Pre-Agenda Meeting Monday, June 15, 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 Continuation Meeting June 15, 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, June 15, 2020 at 4:30 p.m.
Large Conference Room
Hermantown Governmental Services Building**

**City Council Continuation Meeting June 15, 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. **2020-99** WLSSD
 TO: City of Hermantown
 RE: Extension of Temporary Hold on Sump Pump and Lateral Inspection Programs
 - B. **2020-100** John Mulder, City Administrator
 TO: Mayor & City Council
 RE: Extension of Sewer Lateral Inspection Compliance Program
 - C. **2020-101** John Mulder, City Administrator
 TO: Don & Olivia Kallos
 RE: Pre-Blast Inspection – Section 24 Sewer Trunkline
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. Eric Johnson, Community Development Director *(Pre-Agenda Only)*
 RE: [Duluth Airport Authority – Custom Zoning](#)
 - B. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
 RE: 2021 Levy Discussion
 - C. Kevin Orme, Director of Finance & Administration *(Pre-Agenda Only)*
 RE: [2021 – 2025 Capital Improvement Plan](#)

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*

9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*

A. **Minutes** - Approval or correction of [June 1, 2020 City Council Minutes](#)

B. **Accounts Payable** – Approve general city warrants from June 1, 2020 through June 14, 2020 in the amount of \$389,831.95

(motion, roll call)

10. **MOTIONS**

A. Motion to approve/deny the following On Sale Intoxicating Liquor Licenses:

AAD Shrine	5152 Miller Trunk Hwy	On Sale/Sunday/Dance
Beacon Sports Bar	5044 Hermantown Rd	On Sale/Sunday/Dance
Chalet Lounge	4833 Miller Trunk Hwy	On Sale/Sunday
Foster’s Sports Bar & Grill	4767 W. Arrowhead Road	On Sale/Sunday
Maya Mexican Restaurant	4702 Miller Trunk Hwy	On Sale/Sunday
McKenzie’s Bar & Grill	5094 Miller Trunk Hwy	On Sale/Sunday
Outback Steakhouse	4255 Haines Road	On Sale/Sunday
Skyline Lounge	4894 Miller Trunk Hwy	On Sale/Sunday
The Social House	4897 Miller Trunk Hwy	On Sale/Sunday
Valentini’s	4960 Miller Trunk Hwy	On Sale/Sunday (Upgraded)

(motion, roll call)

B. Motion to approve/deny the following Off Sale Intoxicating Liquor Licenses:

Hermantown Liquor	5115 Miller Trunk Hwy	Off Sale
Sam’s West #6320	4743 Maple Grove Road	Off Sale
Adolph Store	3706 Midway Road	Off Sale

(motion, roll call)

C. Motion to approve/deny the following Off Sale 3.2 Malt Liquor Licenses:

Holiday Stationstores	4795 Miller Trunk Hwy	Off Sale
Kwik Trip #220	4978 Miller Trunk Hwy	Off Sale
Kwik Trip #216	4805 Miller Trunk Hwy	Off Sale
Kwik Trip #572	4145 Haines Road	Off Sale
Walmart Store #1757	4740 Loberg Drive	Off Sale

(motion, roll call)

D. Motion to approve/deny the following On Sale Wine/Strong Beer Liquor Licenses:

China Star Restaurant	4227 Haines Road	Wine/Strong Beer
Do North Pizzeria	5116 Miller Trunk Hwy	Wine/Strong Beer/Sunday
Sammy's Pizza	4310 Menard Drive	Wine/Strong Beer/Sunday
The King of Creams	4140 Richard Avenue	Wine/Strong Beer/Sunday
(Contingent upon renewal documents being received)		
Yellow Bike Coffee	5094 Miller Trunk Hwy	Wine/Strong Beer (New)

(motion, roll call)

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. **2020-82** Resolution Adopting Performance Measures
(motion, roll call)

B. **2020-83** Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For 2021 Road Improvement Plan (Lavaque Junction Road)

(motion, roll call)

C. **2020-84** Resolution Awarding Contract For 2021 GMC Sierra 3500HD To Ranger Chevrolet In The Amount Of \$45,868.00 Plus Applicable Taxes & Fees

(motion, roll call)

D. **2020-85** Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District

(motion, roll call)

E. **2020-86** Resolution Approving Change Order Number 1 For 2020 Road Improvement District No. 531 & No. 532

(motion, roll call)

F. **2020-87** Resolution Approving Pay Request Number 1 For 2020 Road Improvement District No. 531 & No. 532

(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

5/28/2020	20-96	Amy Hadiaris, MN Pollution Control Agency	Alyssa Boock, MnDot	MnDot Truck Station, 5506 Highway 193	5/27/2020
6/3/2020	20-97	Michael Miller, 5810 Maple Grove Rd.	City of Hermantown	Jenny Farms Development, 5753 Maple Grove Rd.	6/1/2020
6/4/2020	20-98	Susan Brower, MN State Demographic Center	John Mulder, City Administrator	Annual Population and Household Estimates	6/1/2020
6/4/2020	20-99	WLSSD	City of Hermantown	Extension of Temporary Hold on Sump Pump & Lateral Inspection Programs	5/28/2020
6/10/2020	20-100	John Mulder, City Administrator	Wayne Boucher, Mayor & City Council	Extension of Sewer Lateral Inspection Compliance Program	6/9/2020
6/10/2020	20-101	John Mulder, City Administrator	Don & Olivia Kallos, 4775 Anderson Rd.	Pre-Blast Inspection Section 24 Sewer Trunkline	6/9/2020
6/10/2020	20-102	Samantha Schmidt, Braun Intertec	John Mulder, City Administrator	EHRWC Change Order Request	5/14/2020



2626 Courtland Street
Duluth, MN 55806-1894
Phone 218.722.3336
Fax 218.727.7471

20-99

WLSSD Western Lake Superior Sanitary District

May 28, 2020

RE: EXTENSION OF TEMPORARY HOLD ON SUMP PUMP AND LATERAL INSPECTION PROGRAMS

Dear WLSSD Communities,

On April 8, 2020 WLSSD issued a temporary hold effective until June 1, 2020 regarding the Inflow and Infiltration (I & I) Ordinance provision requiring community implementation of inspection and correction programs for private side sources of I & I (*Article VII – Sewer Service Lateral and Sump Pump or Foundation Drain Disconnection Compliance Programs*).

Given the continued safety and health concerns and uncertainties associated with the ongoing COVID-19 pandemic, WLSSD is extending the temporary hold on the implementation and enforcement of the Ordinance requirements within Article VII effective until **January 1, 2021**.

Communities may continue to perform inspections at their discretion if they can be done in compliance with State and Federal guidelines regarding safe work practices and social distancing measures.

Please contact Brandon Kohlts, Senior Planner, if you have any questions in this regard at (218) 740-4798 or brandon.kohlts@wlssd.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marianne Bohren', is written over a light blue horizontal line.

Marianne Bohren
Executive Director
Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806

TO: Mayor & City Council

FROM: John Mulder, City
Administrator

DATE: June 9, 2020

Meeting Date: 6/15/20

SUBJECT: Extension of Sewer Lateral Inspection Compliance Program

Agenda Item: 6-B

Communications



REQUESTED ACTION

BACKGROUND

In February, the City Council approved an ordinance 2020-02 implementing a sewer lateral inspection compliance program needing to be done on all home sales. This was a mandate from WLSSD. The effective date was July 1, 2020.

Given the continued safety and health concerns and uncertainties associated with the ongoing COVID-19 pandemic, WLSSD is extending the temporary hold on the implementation and enforcement of the Ordinance requirements until January 1, 2021.

We support the deferral and will defer the implementation of this ordinance to January 1, 2021.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS



June 9, 2020

Transmitted Via Email & US Mail
dkallos@gmail.com

Don & Olivia Kallos
 4775 Anderson Road
 Hermantown, MN 55811

Mr. & Mrs. Kallos:

Thank you for coming into City Hall to sign the Temporary Construction Easement and discuss the City's offer to conduct a pre-blast survey of your property at City expense.

After our discussion, I thought it best to confirm your decision to not take advantage of a pre-blast inspection of your home at 4775 Anderson Road at the City's cost. On Monday, June 8, 2020, I asked you to re-consider your decision and informed you that the City had to conduct blasting of bedrock near your home in the next week or so in order to construct the City sewer main. You did not feel comfortable with allowing a trained professional garbed in personal protective equipment prescribed by CDC and State guidelines in your home for the approximately 30 minutes that would be needed to conduct and document, for the benefit of you and the City, the pre-blast inspection. We could have scheduled this at time when some of your family was away and would not have direct contact with the inspectors. As you know, we feel that this work will provide a baseline to guide and evaluate the performance of the contractor.

A video taken by you, although it may be somewhat useful, will not provide the same evidentiary weight that we believe you and the City need that would be provided by a formal inspection conducted by trained, independent professionals.

Previous to our meeting, I had left several voice mails with the hope of talking on the phone to try to address your concerns. It was my hope that we could have discussed how we could come to a mutual solution.

It is regrettable that you would not return my calls but instead relied on e-mails. The City is mindful of the need for COVID-19 precautions, and is willing to take the steps that are outlined in the attached letter in conducting the independent, professional pre-blast survey.

We do need to proceed with the project. We do not expect any damage to any home from the necessary blasting. We urge residents to allow us to do the pre-blast survey so that if there is damage, you will have a base from which you could make a claim. This protects both you and the City and, in our experience, gets the attention of the contractor because the contractor knows that a baseline is being established before work starts. Your decision creates a situation where neither you nor the City will have an independent inspection prepared by a trained professional to ascertain whether any damage occurred because of the blasting.

Working together to serve and build our community.

500 Maple Grove Road, Hermantown, MN 55811
 763-729-3800 hermantownmn.com



Thank you again for signing the Temporary Construction Easement. If you change your mind and want to take advantage of the pre-blast survey please let me know before the end of the day on Friday June 12, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "John Mulder".

John Mulder
City Administrator

JM/be

Enclosure – EPC letter dated May 18, 2020.

Working together to serve and build our community.

805 Maple Grove Road, Hermantown, MN 55911
763-729-3600 hermantownmn.com



539 Garfield Avenue, Duluth, MN 55802 (218) 727-1239

May 18, 2020

Dear Property Owner,

We are writing to inquire as to your willingness to proceed with the pre-blast survey of your home/business structure(s). We understand you may have some concerns and questions about allowing the surveys to take place under the current circumstances. However, the need to complete the surveys still exists for the Section 24 Trunk Sewer Project to be continued.

In accordance with the current guidelines for the COVID 19 we recommend the following approach for completing the surveys of the interior of your structure(s). It is very important that you understand that we only video record during these surveys, and that **we do not physically touch your property.**

1. Have you turn on lights and open doors for us to minimize touching/contacting of surfaces.
2. We would wear gloves and masks.
3. We would try to maintain 6 feet between ourselves and you (proper social distancing).

Although we do not require your accompanying us on the surveys, we understand if you wish to do so we would recommend your wearing personal protective items as well. If the lights/doors are on/open we can complete the survey without your presence, should you wish to avoid being near us during the survey. We estimate an average survey time of 30 minutes to be inside your home/business.

If you are willing to allow us to complete the pre-blast survey at this time, we ask that you contact us to schedule a convenient day and time.

We thank you for your willingness to consider allowing us to complete these surveys and keep the project moving toward completion.

Thank you for your patience and understanding during these unprecedented times. If you have any questions, please let us know.

Sincerely,
EPC Engineering & Testing

Brian McVean, PE
Office (218) 727-1239
Cell: (218) 343-2677
Email: bmcvean@epcduluth.com

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



DATE: June 8, 2020 **Meeting Date:** 6/15/20
SUBJECT: Duluth Airport Authority – **Agenda Item: 7-A** **Presentation**
Custom Zoning

BACKGROUND

The Duluth Airport Authority (DAA) and Joint Airport Zoning Board (JAZB) has retained the consultant firm of RS&H to draft a revised zoning ordinance as well as maps depicting the safety zones that correspond to text changes within the proposed ordinance.

Staff updated the City Council in March 2019 about the zoning work as well as DAA's and JAZB's intent to pursue Custom Airport Zoning as opposed to the MN DOT Standard Airport Zoning. At that time Council directed the City JAZB representatives to recommend Hermantown's Preferred Custom Zoning scenario as the basis for the future ordinance and map work being conducted by RS&H.

At the May 2020 JAZB meeting, RS&H presented their study supporting the ordinance revisions and the use of Custom Zoning. JAZB directed each member community to discuss the document with their legal counsel and report back to JAZB at the June 2020 meeting. John Mulder, Steve Overom and Eric Johnson (staff) met on May 22, 2020 to review and discuss RS&H's report and although the revised maps were clear and reflected Hermantown's request, the corresponding ordinance text did not match the maps. Staff then requested that JAZB and DAA provide an updated copy of the draft zoning ordinance, which was provided on June 4.

STAFF REVIEW

SAFETY ZONE MAPS

The proposed Safety Zone maps prepared by RS&H match the City's March 2019 request.

Runway 3

The proposed safety Zone 1 is the same as the existing Zone A which extends to Hwy 53, except for the properties along the north side of Hwy 53 and southeast of Stebner. Those properties (Gordy's, etc.) would have been considered in Zone B with restrictions, but would now be considered to be in Zone 3.

Zone B has been eliminated. All of the properties south of Hwy 53 would now be considered in Zone 3.

City staff felt comfortable with the proposed zoning maps at the end of Runway 3 and informed the JAZB of that on June 4, 2020

Runway 9

The proposed safety zone 1 (A) has been reduced to exclude the 5 properties south of 395-0010-00660 (City of Duluth). These 5 parcels are proposed to be part of Zone 2.

Zone 2 (B) mirrors the existing safety zone which currently extends to Lindahl Road.

As part of the staff review of the RS&H maps on May 22, 2020, staff proposed a change in the Zone 3 boundary to parcel 395-0010-00854 (Bill & Irv's -24.19 acre property). This change eliminates the small portion of this property from Zone 2 and instead follows the northern property boundary of this parcel as the Zone 2/3 delineation. This request was approved by JAZB at their June 2020 meeting.

Likewise, staff saw that parcels 395-0010-00800 and 395-0010-00810 are both tax forfeit and owned by the State and inquired as to whether the DAA or City of Duluth contemplated acquiring those properties. Those parcels are currently in Zone 2 however they directly abut Zone 1 and could be logical additions to Zone 1. No action was taken by JAZB on this comment.

ZONING ORDINANCE TEXT

The City of Hermantown received the most recent version of the proposed ordinance zoning text that would go along with the maps on June 4, 2020. Staff has not had a chance to discuss those changes, but the City Attorney has reviewed and made comments (please see attached). Because the text will provide additional meaning to the zones on the map, and is fairly technical, it is recommended that respective attorney's meet to review the various concerns that each community may have.

INDEMNIFICATION AGREEMENT

In addition to the zoning map and ordinance text changes, the City of Duluth has proposed an indemnification agreement which would provide a level of protection from claims being filed due to possible airplane crashes and zoning regulations. This may very well not be part of the consideration by JAZB as it is technically not a zoning issue, but rather an agreement between the Airport and the surrounding communities.

We believe this is a good step for all involved.

FUTURE STEPS

On June 4, 2020, the JAZB identified the following steps toward finalizing their work on the Zoning issue.

- July 2, 2020: JAZB vote to accept draft ordinance and maps and forward to MN DOT for a courtesy review
- August 6, 2020: Public Hearing of the draft ordinance and maps. May be possible to include the cities and townships public hearings into one combined public hearing by utilizing a joint powers agreement.
- August-October 2020: JAZB to revise draft ordinance and hold formal vote on acceptance of Custom Zoning Ordinance. Send the final ordinance to MN DOT for their review and action.

This has been a long process, and we are clearly moving ahead in a positive direction, but there is a lot of work and detail that needs to be done before staff can fully recommend any final outcome. Strictly from a City of Hermantown perspective, we are recommending the steps outlined in the City Attorney's attached memo.

ATTACHMENTS:

Letter from Steve Overom dated June 10, 2020
Draft Zoning Ordinance
Excerpts from RS&H May 2020 Presentation

Overom Law

Attorneys at Law

Attorneys
Steven C. Overom † *
Ryenne E. Overom

Paralegal
Aurora D. Kothe

Writer's Contact Information:
Direct: 218-625-8460
Mobile: 218-391-0798
soverom@overomlaw.com

* ALSO ADMITTED IN WISCONSIN
† BOARD CERTIFIED REAL PROPERTY LAW SPECIALIST

June 10, 2020

Transmitted Via Email
eric.johnson@hermantownmn.com

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

RE: Airport Zoning Matters
Our File No.: 91-308(350)f

Dear Eric:

Per your request, I have reviewed the May 18, 2020 draft of the Airport Zoning Ordinance that you sent to me last Thursday, June 4, 2020, an Indemnification Agreement that Steve Hanke sent me, an Airport Zoning Ordinance Revision Support document prepared by RS&H dated May 7, 2020 and applicable State statutes regarding airport zoning.

I have the following comments and questions related to it:

I. ORDINANCE

1. Can we get a copy of an Ordinance from another airport where custom zoning was approved? I am not certain that paragraphs B, C, D and E of Section 1 of the proposed Ordinance remain correct when under the provisions of Minnesota Statutes § 360.0656, Custom Airport Zoning Standards, are applied.
2. The definition of "Safety Zone" may need to be modified to reflect the custom zoning provisions.

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3. The definition of “Variance” says that the Variance can be granted by JAZB or the BOA. I think that only the BOA can approve a Variance. There will be more discussion on Variance later.
4. The uses permitted in Safety Zone 2 are as follows:
 - 4.1. Group A- Assembly- churches, restaurants, movie theaters, theaters, banquet halls, bars, art galleries, casinos, bowling alleys, dance halls, funeral parlors, gymnasiums, indoor pools/tennis courts, lecture halls, museums, arenas, skating rinks, bleachers, grandstands, stadiums, etc.- gathering of people
 - 4.2. Group E- Educational- use of a building by 6 or more at any one time for educational purposes thru the 12th grade. Day care facilities for more than 5 children older than 2 ½ years old for fewer than 24-hours a day.
 - 4.3. Group I-2- Buildings used for medical care on a 24-hour basis for more than 5 persons who are incapable of self-preservation- example- Detox, foster care, hospital, nursing home, supervised living facilities.
 - 4.4. Group R-1- Residential occupancies containing sleeping units where occupants are primarily transient, example- B&B with more than six guest rooms, Boarding homes with more than 10 occupants, congregate living with more than 10, hotels/motels.

These will be relevant for a significant amount of property at the end of Runway 9.

5. I believe that we need to have discussion regarding the provision that Hermantown has the ability to acquire land and uses under Section 7 B.
6. The administrative provisions of Section 8 have come a long way. These should be refined by discussion about permit applications, forms, notice of permits, approvals, notice of approvals, etc.
7. The provisions related to abandoned structures and substantially damaged structures in Section 8 B 3 and 4 need to be reviewed to see if they are consistent under the Hermantown Zoning Code and current law. There have been recent statutory changes with regard to reconstructing damaged structures and abandoned structures.

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8. We have developed comprehensive procedures for dealing with buildings and uses that are non-compliant with the Hermantown Codes. I think that these policies and procedures should be reviewed and, if appropriate, provided to JAZB to consider in the context of Section 8 C.
9. The provisions on Variances need review and discussion:
 - 9.1. All applications for permits go to the local zoning administrator.
 - 9.2. All applications for variances go to JAZB to be considered by the BOA which is comprised of one member from each jurisdiction. Is this what Hermantown wants?
 - 9.3. There are technical issues with the variance provisions:
 - 9.3.1. In Section 9 B there is a reference to one hundred twenty (120) days for a decision. This might be better referenced to the statutory sixty (60) day rule. (Minnesota Statutes § 15.99)
 - 9.3.2. The statutory language for a variance in Minnesota Statutes § 360.067 is slightly different than the text of the Ordinance. The requirements for considering a variance are:
 - “1. Because of the exceptional narrowness, shallowness or shape of the applicant’s property, or because of exceptional topographic or other conditions related to the property, the strict application of the requirements of this Ordinance would result in peculiar and practical difficulties to the property owner;
 2. The special circumstances or conditions that create the need for relief were not directly or indirectly created by the action or inaction of the property owner or applicant;
 3. The special circumstances or conditions applying to the building or land in question are peculiar to such property or immediately adjoining property, and do not apply generally to other land or buildings in the vicinity;
 4. The relief is necessary for the preservation and enjoyment of a substantial property right and not merely to serve as a convenience to the applicant;

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5. The relief will not unreasonably imperil the public safety or unreasonably diminish or impair established property values within the surrounding areas or in any other respect impair the health, safety or public welfare of the inhabitants of the community;
6. The relief may be granted without substantially impairing the intent of this Ordinance.”

The criteria for considering a variance in the Hermantown Zoning Code is:

“Section 615 – Governing Criteria

615.01 Statutory Authority. Pursuant to Minn. Stat. 462.357, subd. 6, as it may be amended from time to time, the Hermantown Board of Appeals and Adjustments, may issue variances from the provisions of the Hermantown Zoning Code. A variance is a modification or a variation of the provisions of the Hermantown Zoning Code as applied to a specific piece of property.

615.02. Criteria/Standards. Variances shall only be permitted:

615.02.1. When they are in harmony with the general purposes and intent of the Hermantown Zoning Code; and

615.02.2. When the variances are consistent with the Comprehensive Plan.

615.02.3. When the applicant for the variance establishes that there are practical difficulties in complying with the Hermantown Zoning Code.

615.03 Practical Difficulties. “Practical difficulties,” as used in connection with the granting of a variance, means that:

615.03.1. The property owner proposes to use the property in a reasonable manner not permitted by the Hermantown Zoning Code.

615.03.2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and

615.03.3. The variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

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Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

615.04. Variance not Permitted. Variances shall be granted for earth sheltered construction as defined in Section 615.03, when in harmony with the Hermantown Zoning Code. The Hermantown Board of Appeals and Adjustments may not permit as a variance any use that is not allowed under the Hermantown Zoning Code for property in the zone district where the affected person's land is located. The Hermantown Board of Appeals and Adjustments may permit as a variance the temporary use of a one family dwelling as a two family dwelling."

It would be good to make sure that the airport zoning statutory language is followed, but also that the variance procedures and criteria are similar as possible to what is in the Hermantown Zoning Code, especially if the City will be administering variance requests.

9.3.3. In Section 12 C, the phrase "vote of a majority of members of the Board" is used. Is that intentional or should it be a majority of a quorum?

9.3.4. Has the BOA of JAZB created Bylaws?

9.3.5. Sections 13 A and 13 B should be modified to reflect that JAZB will most likely not be making any decisions on airport zoning matters because they will be handled by each jurisdiction. In Section 13 A, I think clarification should be made as to what body handles appeals by a governing body of a jurisdiction. JAZB, BOA or local BOA?

9.3.6. Section 13 C needs some work. A local zoning administrator, whose decision is appealed, can allow a project to proceed unless the BOA says the stay continues. This could create some awkward, time-sensitive issues.

9.3.7. The Ordinance proposes that the decisions of the BOA are final and can only be challenged in court and not to JAZB and not to any local governing body.

10. We have come up with some flexible language for penalties for violations of ordinances that is enclosed that might be useful for the Airport Zoning Ordinance.

11. Is it possible to get a map for Zone 2 that shows the property lines of the underlying properties that are located within Zone 2 for the end of Runway 9?

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II. RS&H REPORT

1. With regard to the Airport Zoning Ordinance Revision Support prepared by RS&H, I have the following comments:
 - 1.1. A copy of the Custom Airport Zoning Standards Statute is included (“Custom Airport Zoning Statute”).
 - 1.2. The Report was well done. I assume that item 8 is the Airport Hazard Study that RS&H did several years ago as support for addressing items (c)(2) and (c)(3) on the Custom Airport Zoning Statute. The current report they provided was silent on those two items. I did not see any analysis under item (c)(i)(viii) and the Hermantown Zoning Map would not show if there are any planned uses in Zone 2 for the end of Runway 9.
 - 1.3. Will there be more detail provided and analysis done with respect to quantifying social and economic impacts of standard zoning for Runway 3? When we looked at this issue several years ago, we quantified the potential inverse condemnation awards and loss of property tax revenues. Was this research reviewed and updated? The numbers were significant when this was prepared several years ago.

III. INDEMNITY AGREEMENT

I reviewed the draft Indemnity Agreement that was provided by Steve Hanke. A marked and a clean copy of it is enclosed. There are two liability issues with regard to airport zoning:

1. Liability for takings; and
2. Liability for an airplane crash.

I believe that liability for a taking is minimized if the proposed custom zoning is approved as the property at the end of Runway 3 will not be negatively impacted by airport zoning and there are reasonable uses that remain for the property at the end of Runway 9.

The Indemnification Agreement will provide some liability protection for a crash, but only to the limits of the insurance liability limits and the net worth of the DAA. It is my belief, and I have stated this previously, that the answer for liability for a crash should remain with the legislature much like was done when the 35W bridge collapsed. The State stepped in to provide a recovery

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fund, with caps on liability, for injured and deceased persons. The issue needs to be further discussed. It is an issue now, but in my view now lies with the DAA and the City of Duluth because Hermantown has not yet adopted airport zoning. Once it adopts airport zoning, its level of liability will increase.

IV. STEPS FORWARD

1. **Public Hearings.** I prepared the JAZB Ordinance timetable that is enclosed. As is noted on the timeline, I see that there are number of items connected to actions that are dependent on each other (what I call a “chicken and egg” situation). This can be accomplished, but it will take some thinking.

I would like to know how the airport that got custom zoning approved handled this situation. Perhaps there was only one underlying jurisdiction with zoning authority.

I also have broached the idea of having the JAZB and all of the other governing bodies conduct a combined public hearing amongst all of the affected property owners so that the JAZB approval, DAA approval and all of the governing body approvals can be done at the same time so that there is not a concern about one entity having to make a change that would then require the re-approval by all other parties. I think that such a combined public hearing could be covered by a simple joint powers that would just permit the joint public hearing, but not cover the individual actions on the ordinances and comprehensive plans.

This could also simplify the drafting of the ordinance amendments and comprehensive plan amendments required for each jurisdiction.

2. **Attorney Communications.** I believe that it would be useful for the attorneys for all of the parties to discuss the issues and see if a process could be developed that is agreeable to all parties. This would include the Indemnification Agreement, public hearing process, JAZB Ordinance drafting, comprehensive plan amendments, local government ordinance amendments and administrative procedures and forms and form creation.
3. **JAZB Meetings.** A report should be made with regard to the outcome of this discussion at the next JAZB meeting.

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4. Hermantown City Council Actions.

- 4.1. Approve in concept the proposed JAZB Ordinance Amendment, map and RS&H Airport Zoning Ordinance Revision Support.
- 4.2. Approve city attorney convening a meeting with the other attorneys to discuss the issues related to the adoption of the JAZB Ordinance and the individual issues and report at next July 6, 2020 City Council meeting.
- 4.3. Approve in concept a combined public hearing.
- 4.4. Report to the next JAZB meeting:
 - 4.4.1. Hermantown actions;
 - 4.4.2. Ideas developed during attorneys' discussion;
 - 4.4.3. Approval for a combined public hearing;
 - 4.4.4. Discuss requirement for custom zoning and steps to take for that action.

Please review this and let me know if you have any questions or would like to discuss.

Very truly yours,



Steven C. Overom
SCO/adk

Enclosure

cc: John Mulder

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360.0656 CUSTOM AIRPORT ZONING STANDARDS.

Subdivision 1. **Custom airport zoning standards; factors.** (a) Notwithstanding section 360.0655, a municipality, county, or joint airport zoning board must provide notice to the commissioner when the municipality, county, or joint airport zoning board intends to establish and adopt custom airport zoning regulations under this section.

(b) Airport zoning regulations submitted to the commissioner under this subdivision are not subject to the commissioner's zoning regulations under section 360.0655 or Minnesota Rules, part 8800.2400.

(c) When developing and adopting custom airport zoning regulations under this section, the municipality, county, or joint airport zoning board must include in the record a detailed analysis that explains how the proposed custom airport zoning regulations addressed the following factors to ensure a reasonable level of safety:

(1) the location of the airport, the surrounding land uses, and the character of neighborhoods in the vicinity of the airport, including:

(i) the location of vulnerable populations, including schools, hospitals, and nursing homes, in the airport hazard area;

(ii) the location of land uses that attract large assemblies of people in the airport hazard area;

(iii) the availability of contiguous open spaces in the airport hazard area;

(iv) the location of wildlife attractants in the airport hazard area;

(v) airport ownership or control of the federal Runway Protection Zone and the department's Clear Zone;

(vi) land uses that create or cause interference with the operation of radio or electronic facilities used by the airport or aircraft;

(vii) land uses that make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, or impair visibility in the vicinity of the airport;

(viii) land uses that otherwise inhibit a pilot's ability to land, take off, or maneuver the aircraft;

(ix) airspace protection to prevent the creation of air navigation hazards in the airport hazard area; and

(x) the social and economic costs of restricting land uses;

(2) the airport's type of operations and how the operations affect safety surrounding the airport;

(3) the accident rate at the airport compared to a statistically significant sample, including an analysis of accident distribution based on the rate with a higher accident incidence;

(4) the planned land uses within an airport hazard area, including any applicable platting, zoning, comprehensive plan, or transportation plan; and

(5) any other information relevant to safety or the airport.

Subd. 2. **Submission to commissioner; review.** (a) Except as provided in section 360.0655, prior to adopting zoning regulations, the municipality, county, or joint airport zoning board must submit its proposed regulations and the supporting record to the commissioner for review. The commissioner must determine

whether the proposed custom airport zoning regulations and supporting record (1) evaluate the criteria under subdivision 1, and (2) provide a reasonable level of safety.

(b) Notwithstanding section 15.99, the commissioner must examine the proposed regulations within 90 days of receipt of the regulations and report to the municipality, county, or joint airport zoning board the commissioner's approval or objections, if any. Failure to respond within 90 days is deemed an approval. The commissioner may request additional information from the municipality, county, or joint airport zoning board within the 90-day review period.

(c) If the commissioner objects on the grounds that the regulations do not provide a reasonable level of safety, the municipality, county, or joint airport zoning board must review, consider, and provide a detailed explanation demonstrating how it evaluated the objections and what action it took or did not take in response to the objections. If the municipality, county, or joint airport zoning board submits amended regulations after its initial public hearing, the municipality, county, or joint airport zoning board must conduct a second public hearing on the revisions and resubmit the revised proposed regulations to the commissioner for review. The commissioner must examine the revised proposed regulations within 90 days of receipt of the regulations. If the commissioner requests additional information, the 90-day review period is tolled until satisfactory information is received by the commissioner. Failure to respond within 90 days is deemed an approval.

(d) If, after the second review period, the commissioner determines that the municipality, county, or joint airport zoning board failed to submit proposed regulations that provide a reasonable level of safety, the commissioner must provide a final written decision to the municipality, county, or joint airport zoning board.

(e) A municipality, county, or joint airport zoning board is prohibited from adopting custom regulations or taking other action until the proposed regulations are approved by the commissioner.

(f) If the commissioner approves the proposed regulations, the municipality, county, or joint airport zoning board may adopt the regulations.

(g) A copy of the adopted regulations must be filed with the county recorder in each county that contains a zoned area subject to the regulations.

(h) Substantive rights that existed and had been exercised prior to August 1, 2019, are not affected by the filing of the regulations.

History: *1Sp2019 c 3 art 3 s 99*

770.06 Abatement of Nuisances and Assessment.

770.06.1 Investigation of Nuisance. Whenever a complaint shall be received by the Designated City Official regarding the existence of any Nuisance, the Designated City Official may cause an investigation of the alleged Nuisance. After the investigation, the Designated City Official shall determine whether a Nuisance exists.

770.06.1.1 Notice of Nuisance Violation. Upon determining that a Nuisance exists, the Designated City Official shall prepare a written Notice of Nuisance, which shall be mailed by certified and regular mail to the Property Owner.

770.06.1.2 Contents of Notice of Nuisance. The Notice of Nuisance shall contain the name of the Property Owner, his/her address (if known), the address of the Property containing the Nuisance and a description of the Nuisance, and the time frame within which the Nuisance must be abated at the Property Owner's expense. In determining the time within which the Nuisance must be abated, the Designated City Official shall consider, among other factors, the following:

770.06.1.2.1 The severity of the threat to public health and welfare or peace and safety;

770.06.1.2.2 The magnitude of the Nuisance; and

770.06.1.2.3 The number of persons affected by the Nuisance.

The Notice of Nuisance shall further state that if the Nuisance is not abated within the time frame provided in Notice of Nuisance, the City may enter onto the Property for the purpose of abating the Nuisance and that the cost incurred by the City may be collected by a special assessment as against the Property or otherwise collected as provided in this Section 770 or other applicable law.

770.06.2 Time to Respond. The Property Owner shall abate the Nuisance, at the Property Owner's expense, within the period of time contained in the Notice. The Designated City Official shall cause an inspection of the Property containing the Nuisance to be made after the last day for abatement stated in the Notice of Nuisance within such time as may be reasonable and practical.

770.06.3 Appeal. The Property Owner shall have a right to appeal the Notice of Nuisance within ten (10) days after the mailing by certified and regular mail of the Notice of Nuisance by filing a written appeal with the Designated City Official. The Designated City Official shall cause the matter to be placed on the agenda at the next regularly scheduled City Council meeting. The City Council shall consider the appeal and make a final decision, supported by finding of fact with respect to the Notice of Nuisance and the appeal.

770.06.4 District Court. The determination made by the City Council may be appealed to the District Court within thirty (30) days after notice of the decision is mailed to the Property Owner by certified and regular mail.

770.06.5 Enforcement/Abatement/Assessment. If the Nuisance is not abated within the given time as specified in the Notice of Nuisance and no appeal is taken or if an appeal is taken and a decision on the appeal has been made, the Designated City Official may order the Nuisance to be abated. The City shall thereafter abate or cause the Nuisance to be abated. The cost of abating the Nuisance shall be determined and a resolution prepared containing the name of the Property Owner, the address and legal description of the Property, the costs incurred by the City abating the Nuisance, determining that the amount incurred is proposed to be assessed against the Property and calling a public hearing with respect to the proposed assessment. The assessment proceedings shall be conducted in accordance with the Special Assessment Statute.

770.06.6 Payment of Assessment. Upon passage by the City Council of a resolution approving the assessment, the City Clerk shall send a bill for the assessment to the Property Owner. The Property Owner may then pay the bill in full prior to its submission to the St. Louis County Auditor. If the Property Owner fails to pay the assessment prior to its submission to the St. Louis County Auditor, the City shall forward the assessment information to the St. Louis County Auditor to create a special assessment against the Property in accordance with the Special Assessment Statute. The resolution shall be submitted to the St. Louis County Auditor by November 15 of the year in which the

resolution was adopted for assessment of the costs as a special assessment against the property with the real estate taxes. The special assessment may be collected in a single annual installment, or spread over a period of up to ten equal annual installments, to be determined at the sole discretion of the City Council.

770.06.7 Expenses Allowed. City expenses included in the assessment procedure include the costs of the abatement, publication costs of any notices, posting and service of notices, City costs and expenses including legal fees, allowance for City employee time, overtime and expense of any equipment used. Such costs shall be compiled and prepared for presentation to the City Council by the Designated City Official.

770.06.8 Immediate Abatement. Nothing in this section shall prevent the City, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life and safety.

770.06.9 Remedies Cumulative. Any remedies or penalties provided in this section are cumulative and in addition to any other remedies, either in law or equity, that may be available to the City.

770.06.10 Violation of a Misdemeanor. A violation of this Section, upon conviction thereof, shall constitute a misdemeanor.

(Am. Ord. 2014-07, passed 8-4-2014) (Am. Ord. 2016-47, passed 4-4-16)

770.07 Recovery of Cost.

770.07.1 Personal Liability. The owner of premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City

Clerk or other official designated by the City Council shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the City Clerk.

770.07.2 Assessment. If the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the City Clerk shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under M.S. Section 429.101, as it may be amended from time to time, against each separate lot or parcel to which the charges are attributable. The City Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the City Council may determine in each case.

JAZB ORDINANCE APPROVAL TIMELINE

1. JAZB approves amended Ordinance
2. Amended Ordinance is submitted to DAA and approved by DAA
3. Amended Ordinance is submitted to Hermantown, St. Louis County, Rice Lake and Canosia (“Entities”) for public hearings, preparation of ordinances and modification of Comprehensive Plans
4. Amended Ordinance approved by DAA and Entities and is submitted to MnDOT
5. Entities Ordinances and Comprehensive Plan amendments become effective
6. Indemnification Agreement becomes effective

NOTE: There are a number of “chicken and egg” situations presented by this approval process. For example, what happens if MnDOT wants changes after public hearings, etc. have been held by entities? If MnDOT wants changes that all of the entities do not approve, then what? In my mind we clearly do not want to have the MnDot approval done and then hold the public hearings and present a take it or leave it ordinance and comp plan amendments to the citizens and planning commission.

**INDEMNIFICATION AND COOPERATION AGREEMENT REGARDING -THE
DULUTH INTERNATIONAL AIRPORT JOINT AIRPORT ZONING BOARD AND
THE DULUTH -INTERNATIONAL AIRPORT ZONING ORDINANCE**

This Agreement is made this _____ day of _____, 2020, by and between the Duluth Airport Authority (“DAA”), and the City of Duluth, City of Hermantown, City of Rice Lake, Saint Louis County, and Canosia Township (collectively “the Entities”).

RECITALS

- A. The Entities are all of the members of the Duluth International Airport Joint Airport Zoning Board (“the JAZB”) formed pursuant to the authority of Minn. Stat. § 360.063.
- B. In 1988 the JAZB adopted the Duluth International Airport Zoning Ordinance (“the Ordinance”) to govern land use and the permitted height of structures, vegetation and other potential obstacles in areas proximate to the Duluth International Airport (“the Airport”) and under the approach and departure paths for flights to and from the Airport.
- C. Under the provisions of the Ordinance, the City of Duluth is designated as the Chief Zoning Administrator who is responsible for administering and enforcing the Ordinance for lands located within each respective Entity.
- D. In connection with runway construction at the Airport and with other changes made at the Airport since 1988, the JAZB is considering certain ~~Amendments~~amendments to the Ordinance (“the Amendments”) that, if formally proposed by the JAZB, must be approved by the Commissioner of the Minnesota Department of Transportation (“the Commissioner”) and adopted by the JAZB before they become effective.
- E. If the Amendments are adopted by the JAZB ~~in a form acceptable to DAA and approved by the Commissioner~~, DAA desires that each of the Entities amend its respective comprehensive plan and zoning code to require compliance with the Ordinance as amended by the Amendments (“Amended ~~Ordinance~~’JAZB Ordinance”) and to include the Amended JAZB Ordinance as ~~an appendix to part of~~ its zoning code. DAA also desires that an employee of each Entity act as the Zoning Administrator to administer and enforce the Amended JAZB Ordinance within its respective boundaries. ~~The Entities are willing to amend their respective comprehensive plans and zoning codes and to administer and enforce the Amended Ordinance within their respective boundaries.~~
- F. The Entities desire, however, to be protected against possible legal liability that may arise from their ~~doing so~~ adoption and administration of a comprehensive plan and zoning ordinance that incorporates the Amended JAZB Ordinance.
~~F.~~

AGREEMENT

In consideration of the mutual promises and consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Adoption Of Amendments And Effectiveness:** After the final public hearing on the Amendments Amended JAZB Ordinance, the JAZB shall send its proposed final version of the Amended JAZB Ordinance to DAA and the Entities. The Entities shall hold such public hearings and take such other actions as may be required by applicable law with regard to incorporating the terms of the Amended JAZB Ordinance into their comprehensive plans and zoning codes. The Entities shall determine their acceptance of the Amended JAZB Ordinance by approving such ordinances and amendments to their comprehensive plans as would be legally required with the effective date of such ordinances and other actions the day after the approval of the Amended JAZB Ordinance by the Commissioner. Upon approval of the Amended JAZB Ordinance by the DAA and incorporation of the terms of the Amended JAZB Ordinance in ordinances and comprehensive plan of the Entities (“Locally Approved Amendments”), the Amended JAZB Ordinance will then be sent to the Commissioner for approval.
2. **Ordinances and Actions Effective.** After the approval of the Amended JAZB Ordinance by the Commissioner and the execution of this Agreement by the DAA and the Entities, the Locally Approved Amendments to DAA. The DAA Board of Directors, shall either approve become effective.
- 1.3. **Changes Required by Commissioner.** ~~DAA and the proposed final draft or respond by stating~~ Entities understand and agree that the Entities cannot by contract agree to make legislative changes to the Amendments needed for this Agreement to be acceptable to the DAA. If the JAZB that include public hearings and comment. Accordingly, if changes the Amendments as set forth by the DAA Board of Directors and adopts the Amendments as changed, and if such to the Locally Approved Amendments are acceptable to the Commissioner of the Minnesota Department of Transportation, this Agreement shall become effective immediately; provided it has been executed by DAA and the Entities required by the DAA or the Commissioner, then the Entities will be required to proceed in accordance with applicable law and the rules and procedures of the Entities to consider changes to Locally Approved Amendments.
- 2.4. **Indemnification Of Entities:** In consideration of an Entity’s (i) amendment of its comprehensive plan to show the areas affected by the Amended JAZB Ordinance and to guide land uses in those areas in conformance with the Amended JAZB Ordinance, (ii) amendment of its comprehensive plan and zoning code to incorporate therein a provision requiring compliance with the Amended JAZB Ordinance and to ~~add thereto as an appendix~~ include the terms of the Amended JAZB Ordinance as part of the

comprehensive plan and zoning code of the Entity and (iii) designation of one of its employees to act as the Zoning Administrator to administer and enforce the Amended JAZB Ordinance within the Entity's boundaries, DAA agrees that, subject to the other provisions of this Agreement, it will indemnify and hold harmless:

- a. the Entity and any officer, elected official, representative or employee of Entity;
- b. any person who serves or has served as the Entity's representative at meetings of the JAZB; and
- c. ~~any officer, employee or agent of the Entity, other than an attorney employed or retained by the Entity,~~ who may hereafter be responsible for or participate in administering or enforcing the Amended JAZB Ordinance within the Entity's boundaries, (collectively, "Indemnified Parties" and individually "an Indemnified Party") from and against any and all losses, liabilities, obligations, costs, expenses, judgments, settlements or other damages of any nature (including reasonable attorneys' fees and expenses and reasonable costs of investigating or defending any claim, action, suit or proceeding or of avoiding the same or the imposition of any judgment or settlement) suffered by the Indemnified Party resulting from or arising out of any act of that Indemnified Party in connection with the consideration and adoption of the Amended JAZB Ordinance ~~and Amendments~~ by the JAZB, the amendment of its comprehensive plan to show the areas affected by the Amended JAZB Ordinance and to guide land uses in those areas in conformance with the Amended JAZB Ordinance, the amendment of its zoning code to require compliance with the Amended Ordinance, the incorporation include as part of the Amended JAZB Ordinance ~~as an appendix to,~~ its zoning code and administration or enforcement of the Amended JAZB Ordinance by the Entity.

e.

3.5. Limitations And Exclusions: DAA will not indemnify an Indemnified Party with respect to liabilities or costs resulting from or arising out of:

- a. a failure by the Indemnified Party or an official, employee or agent of the Indemnified Party to follow the procedures established by the Amended JAZB Ordinance, by the comprehensive plan or zoning code of the respective Entity or by applicable state law in performing any act as to which indemnification would otherwise be available under this Agreement;
- b. the gross negligence or willful misconduct of an Indemnified Party or an official, employee or agent of that Party in performing any of the acts as to which indemnification would otherwise be available under this Agreement;
- c. actions involving self-dealing or conflict of interest by the Indemnified Party or an official, employee or agent of that Party; or actions of any individual (whether or not that individual is an Indemnified Party) not performed in an official capacity as a representative of the Entity of which the individual is an official, employee or agent and in direct performance of the individual's duties.

4.6. Notice Of Claim: If an Indemnified Party receives notice of a claim or of the commencement of an action or proceeding with respect to which the Indemnified Party

believes DAA is required by this Agreement to provide indemnification (“Claim”), the Indemnified Party must give written notice thereof to DAA within 21 calendar days if the Claim is not asserted in a formal complaint in a legal proceeding, or within 10 calendar days if the Claim is asserted in ~~such~~ a formal complaint (“Notice of Claim”). The failure to give Notice of Claim within the time specified in this section shall not relieve DAA of its obligations under this Agreement ~~if in DAA’s reasonable judgment~~ unless the failure is materially prejudicial to DAA’s ability to negotiate, settle or defend the Claim.

5.7. Assumption Or Rejection Of Defense: Within 10 days after receiving a Notice of Claim in accordance with section 46 of this Agreement, DAA must notify the Indemnified Party providing the Notice of Claim either:

- a. that DAA will assume complete control of the negotiation, settlement and defense of the Claim and will be responsible for the entire amount of any costs incurred in negotiating, settling and defending the Claim, including any amount required to be paid in settlement of the Claim or in satisfaction of a final judgment, after the conclusion of any appeals, in a lawsuit based on the Claim. DAA must also notify the Indemnified Party of the name and address of the counsel whom it has assigned or retained to perform DAA’s duties under this section. ~~Thereafter, except~~ Except with the consent of the Indemnified Party, DAA may not enter into any settlement of the Claim that does not include, as an unconditional term of such settlement, receipt from the claimant of an unconditional release ~~to~~ of the Indemnified Party from all liability with respect to such Claim; or
- b. that the Claim is not a claim for which indemnification is required under this Agreement and that DAA therefore declines to provide indemnification. In such a case, the Indemnified Party may itself control the negotiation, settlement and defense of the Claim at its own expense and may select counsel of its own choice for that purpose, and DAA must cooperate with the Indemnified Party in the respects described in sections 68.a, 68.b and 68.c of this Agreement as if DAA were an Indemnified Party.

~~b.~~

6.8. Cooperation Of The Indemnified Party: As a condition of DAA’s obligation to indemnify and hold harmless, an Indemnified Party and any Entity with which an individual Indemnified Party is associated:

- a. subject to the Minnesota Government Data Practices Act, rules relating to attorney-client communications and other laws regarding data in the possession of public bodies, must make available to DAA and its counsel all of its books, records and documents that DAA or its counsel determines to be necessary for the defense of any Claim for which indemnification is sought;
- b. must cooperate fully with DAA to secure any information or testimony that DAA or its counsel determines to be relevant or material to the Claim;
- c. must execute all necessary pleadings or other documents in any litigation arising out of, or with respect to, any Claim when requested to do so by DAA or its counsel;

provided however, that an Indemnified Party may have counsel of its own choice review and approve any such pleadings or documents, provided that DAA will not be liable for any expenses relating to an Indemnified Party's consulting such separate counsel; and

- d. must not settle or compromise any Claim for which DAA has undertaken the Indemnified Party's defense without the prior written consent of DAA.

7.9. Termination Of Indemnification Obligation: DAA's obligation to provide indemnification pursuant to section 24 of this Agreement will terminate:

- a. as to an Entity and any Indemnified Party associated with that Entity, if the Entity, having amended its respective comprehensive plan and zoning code as required by section 24 of this Agreement as a condition of its becoming eligible for indemnification, thereafter further amends its comprehensive plan or zoning code so as to change materially the provisions previously adopted pursuant to section 24 of this Agreement;

- ~~b.~~ as to any Indemnified Party, if the Indemnified Party or an Entity with which an individual Indemnified Party is associated fails to perform any of its obligations under section 68 of this Agreement and does not correct such failure within 30 days after being given notice by DAA that DAA will cease to provide indemnification if the failure is not corrected;

- ~~e.b.~~ ~~as to any Indemnified Party, if the Indemnified Party or an Entity with which an individual Indemnified Party is associated fails to perform its obligations under section 5 of this Agreement and if and~~ such failure is materially prejudicial to DAA's ability to negotiate, settle or defend the Claim; or

- c. as to any Indemnified Party, if, after DAA has assumed responsibility for a Claim under section 57.a of this Agreement, DAA or a court or other adjudicating entity subsequently determines that the Claim is of a type described in section 35 of this Agreement, as to which no indemnification is required, in which case DAA must promptly notify the Indemnified Party that it will no longer provide indemnification- thirty (30) days after such notice is provided. DAA agrees to notify an Indemnified Party promptly if DAA determines that one of the Limitations or Exclusions in section 3 may apply. ~~In the case of a termination pursuant to section 7.d of this Agreement, DAA shall be entitled to reimbursement of its costs incurred pursuant to section 5.a of this Agreement, and upon receipt of an itemized bill for those costs from DAA, the Indemnified Party shall promptly reimburse DAA for the billed costs. 5 may apply and provide Indemnified Party thirty (30) days within which Indemnified Party may obtain its own counsel.~~

~~d.~~

10. Separate Representation Of Indemnified Party: If an Indemnified Party reasonably determines that there may be a conflict between the positions of DAA and the Indemnified Party in connection with the defense of a Claim, or that there may be legal defenses available to the Indemnified Party different from or in addition to those being asserted on its behalf by DAA, counsel for the Indemnified Party may conduct, at the

Indemnified Party's own expense and at no expense to DAA, a defense to the extent that the Indemnified Party's counsel believes necessary to protect the Indemnified Party's interests. In any event, the Indemnified Party shall be responsible for all fees and expenses of its separate counsel arising from or related to the defense of a Claim for which DAA has assumed responsibility under section ~~5~~7.a of this Agreement.

8.

9.11. **Resolution Of Disputes Between Parties:** If a dispute arises between DAA and an Indemnified Party concerning either party's compliance with or obligations under this Agreement and the parties are unable to resolve the dispute by negotiation or other procedure (including mediation or arbitration) on which the parties may agree at the time, any lawsuit arising from the dispute must be filed in the Minnesota District Court for the Sixth Judicial District (Saint Louis County).

~~10.12.~~ **Notice:** Any notice, direction, or instrument to be delivered hereunder shall be in writing and shall be delivered to the following:

To DAA:

Tom Werner, Executive Director
Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811

To City of Duluth:

Duluth City Attorney
Duluth City Attorney's Office
City of Duluth
Room 440 City Hall
411 West First Street
Duluth, MN 55802

To City of Hermantown:

~~Hermantown~~ City ~~Attorney~~ Administrator
City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811

To City of Rice Lake:

Rice Lake City Attorney
City of Rice Lake
4107 W Beyer Road
Duluth, MN 55803

To Saint Louis County:

St. Louis County Attorney
St. Louis Attorney's Office - Duluth Courthouse
100 N. 5th Ave. W. #501
Duluth, MN 55802

To Canosia Township:

Canosia Township Attorney
4849 Midway Road
Duluth, MN 55811

Such notice shall be either (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case it shall be deemed delivered on the date of delivery to said offices, or (ii) sent by certified U.S. Mail, return receipt requested, in which case it shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event it shall be deemed delivered on the 3rd business day following deposit in the U.S. Mail.

Parties may change to whom notice shall be given by giving notice in accordance with this section, provided that no party may require notice to be sent to more than two addresses.

Any individual who claims entitlement to indemnification under this Agreement must include with the Notice of Claim required by section 46 of this Agreement the address to which any notice, direction or instrument under this paragraph should be delivered to that individual.

13. Insurance.

- a. The DAA shall obtain and maintain insurance coverages required by this Section 13 during the entire term of this Agreement.
- b. The DAA shall furnish the Entities with a certificate showing the type, amount, effective dates and dates of expiration of policies maintained by it pursuant to Section 13. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10) days for non-payment of premium, has been received by the Entities." Entities are to be named as an additional insured on such Certificate and not merely as a Certificate holder. DAA must provide Entities with appropriate endorsements to its policy(ies) of insurance reflecting the status of Entities as additional insureds and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to owner by the insurance company providing such insurance policy(ies) to DAA. In addition, all policies shall contain a waiver of subrogation in favor of Entities. The DAA agrees to maintain all coverage required herein as long as the indemnification obligation contained in this Agreement continues.
- c. **Limits of Insurance:**
Contractual Liability covering
the indemnity provisions of this Agreement:

<u>Bodily Injury</u>	<u>Each Person</u>	<u>\$5,000,000.00</u>
----------------------	--------------------	-----------------------

Property Damage:	Aggregate	\$5,000,000.00
	Each Incident	\$5,000,000.00
Umbrella or Excess Liability		\$10,000,000.00

- d. **Primary Policies.** All policies shall be primary and non-contributory.
- e. **Deductible Responsibilities.** It shall be DAA’s responsibility to pay any retention or deductible for the coverages required herein.
- f. **Insurance Company Rating.** DAA shall maintain in effective all insurance coverages required under this section at DAA’s sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by the Entities in writing.

~~11.14.~~ **Captions:** The section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any provision of this Agreement.

~~12.15.~~ **Construction:** The rule of strict construction shall not apply to this Agreement. The Agreement shall not be interpreted in favor of or against either DAA or any Indemnified Party merely because of their respective efforts in preparing it.

~~13.16.~~ **Governing Law:** This Agreement shall be governed by the laws of the State of Minnesota.

~~14.17.~~ **Complete Agreement; Amendment:** This Agreement sets forth the complete agreement of the parties with respect to its subject matter. It may be amended, modified or waived as between DAA and any Indemnified Party only by a writing signed by both of them.

~~15.18.~~ **Signatures:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. Each signatory below represents and warrants that he or she is expressly authorized to enter into this Agreement on behalf of the Party for which that person is signing.

INDEMNIFICATION AND COOPERATION AGREEMENT REGARDING THE DULUTH INTERNATIONAL AIRPORT JOINT AIRPORT ZONING BOARD AND THE DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Indemnification and Cooperation Agreement to be executed for .

Dated:

By:

Title:

Witness:

Title:

**INDEMNIFICATION AND COOPERATION AGREEMENT REGARDING THE
DULUTH INTERNATIONAL AIRPORT JOINT AIRPORT ZONING BOARD AND
THE DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE**

This Agreement is made this ____ day of _____, 2020, by and between the Duluth Airport Authority (“DAA”), and the City of Duluth, City of Hermantown, City of Rice Lake, Saint Louis County, and Canosia Township (collectively “the Entities”).

RECITALS

- A. The Entities are all of the members of the Duluth International Airport Joint Airport Zoning Board (“the JAZB”) formed pursuant to the authority of Minn. Stat. § 360.063.
- B. In 1988 the JAZB adopted the Duluth International Airport Zoning Ordinance (“the Ordinance”) to govern land use and the permitted height of structures, vegetation and other potential obstacles in areas proximate to the Duluth International Airport (“the Airport”) and under the approach and departure paths for flights to and from the Airport.
- C. Under the provisions of the Ordinance, the City of Duluth is designated as the Chief Zoning Administrator who is responsible for administering and enforcing the Ordinance for lands located within each respective Entity.
- D. In connection with runway construction at the Airport and with other changes made at the Airport since 1988, the JAZB is considering certain amendments to the Ordinance (“the Amendments”) that, if formally proposed by the JAZB, must be approved by the Commissioner of the Minnesota Department of Transportation (“the Commissioner”) and adopted by the JAZB before they become effective.
- E. If the Amendments are adopted by the JAZB and approved by the Commissioner, DAA desires that each of the Entities amend its respective comprehensive plan and zoning code to require compliance with the Ordinance as amended by the Amendments (“Amended JAZB Ordinance”) and to include the Amended JAZB Ordinance as part of its zoning code. DAA also desires that an employee of each Entity act as the Zoning Administrator to administer and enforce the Amended JAZB Ordinance within its respective boundaries.
- F. The Entities desire to be protected against possible legal liability that may arise from their adoption and administration of a comprehensive plan and zoning ordinance that incorporates the Amended JAZB Ordinance.

AGREEMENT

In consideration of the mutual promises and consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Adoption Of Amendments And Effectiveness:** After the final public hearing on the Amended JAZB Ordinance, the JAZB shall send its proposed final version of the Amended JAZB Ordinance to DAA and the Entities. The Entities shall hold such public hearings and take such other actions as may be required by applicable law with regard to incorporating the terms of the Amended JAZB Ordinance into their comprehensive plans and zoning codes. The Entities shall determine their acceptance of the Amended JAZB Ordinance by approving such ordinances and amendments to their comprehensive plans as would be legally required with the effective date of such ordinances and other actions the day after the approval of the Amended JAZB Ordinance by the Commissioner. Upon approval of the Amended JAZB Ordinance by the DAA and incorporation of the terms of the Amended JAZB Ordinance in ordinances and comprehensive plan of the Entities (“Locally Approved Amendments”), the Amended JAZB Ordinance will then be sent to the Commissioner for approval.
2. **Ordinances and Actions Effective.** After the approval of the Amended JAZB Ordinance by the Commissioner and the execution of this Agreement by the DAA and the Entities, the Locally Approved Amendments, shall become effective.
3. **Changes Required by Commissioner.** DAA and the Entities understand and agree that the Entities cannot by contract agree to make legislative changes that include public hearings and comment. Accordingly, if changes to the Locally Approved Amendments are required by the DAA or the Commissioner, then the Entities will be required to proceed in accordance with applicable law and the rules and procedures of the Entities to consider changes to Locally Approved Amendments.
4. **Indemnification Of Entities:** In consideration of an Entity’s (i) amendment of its comprehensive plan to show the areas affected by the Amended JAZB Ordinance and to guide land uses in those areas in conformance with the Amended JAZB Ordinance, (ii) amendment of its comprehensive plan and zoning code to incorporate therein a provision requiring compliance with the Amended JAZB Ordinance and to include the terms of the Amended JAZB Ordinance as part of the comprehensive plan and zoning code of the Entity and (iii) designation of one of its employees to act as the Zoning Administrator to administer and enforce the Amended JAZB Ordinance within the Entity’s boundaries, DAA agrees that, subject to the other provisions of this Agreement, it will indemnify and hold harmless:
 - a. the Entity and any officer, elected official, representative or employee of Entity;

- b. any person who serves or has served as the Entity’s representative at meetings of the JAZB; and
 - c. any officer, employee or agent of the Entity, who may hereafter be responsible for or participate in administering or enforcing the Amended JAZB Ordinance within the Entity’s boundaries, (collectively, “Indemnified Parties” and individually “an Indemnified Party”) from and against any and all losses, liabilities, obligations, costs, expenses, judgments, settlements or other damages of any nature (including reasonable attorneys’ fees and expenses and reasonable costs of investigating or defending any claim, action, suit or proceeding or of avoiding the same or the imposition of any judgment or settlement) suffered by the Indemnified Party resulting from or arising out of any act of that Indemnified Party in connection with the consideration and adoption of the Amended JAZB Ordinance by the JAZB, the amendment of its comprehensive plan to show the areas affected by the Amended JAZB Ordinance and to guide land uses in those areas in conformance with the Amended JAZB Ordinance, the amendment of its zoning code to include as part of the Amended JAZB Ordinance, its zoning code and administration or enforcement of the Amended JAZB Ordinance by the Entity.
5. **Limitations And Exclusions:** DAA will not indemnify an Indemnified Party with respect to liabilities or costs resulting from or arising out of:
- a. a failure by the Indemnified Party or an official, employee or agent of the Indemnified Party to follow the procedures established by the Amended JAZB Ordinance, by the comprehensive plan or zoning code of the respective Entity or by applicable state law in performing any act as to which indemnification would otherwise be available under this Agreement;
 - b. the gross negligence or willful misconduct of an Indemnified Party or an official, employee or agent of that Party in performing any of the acts as to which indemnification would otherwise be available under this Agreement;
 - c. actions involving self-dealing or conflict of interest by the Indemnified Party or an official, employee or agent of that Party; or actions of any individual (whether or not that individual is an Indemnified Party) not performed in an official capacity as a representative of the Entity of which the individual is an official, employee or agent and in direct performance of the individual’s duties.
6. **Notice Of Claim:** If an Indemnified Party receives notice of a claim or of the commencement of an action or proceeding with respect to which the Indemnified Party believes DAA is required by this Agreement to provide indemnification (“Claim”), the Indemnified Party must give written notice thereof to DAA within 21 calendar days if the Claim is not asserted in a formal complaint in a legal proceeding, or within 10 calendar days if the Claim is asserted in a formal complaint (“Notice of Claim”). The failure to give Notice of Claim within the time specified in this section shall not relieve DAA of its obligations under this Agreement unless the failure is materially prejudicial to DAA’s ability to negotiate, settle or defend the Claim.

7. **Assumption Or Rejection Of Defense:** Within 10 days after receiving a Notice of Claim in accordance with section 6 of this Agreement, DAA must notify the Indemnified Party providing the Notice of Claim either:
 - a. that DAA will assume complete control of the negotiation, settlement and defense of the Claim and will be responsible for the entire amount of any costs incurred in negotiating, settling and defending the Claim, including any amount required to be paid in settlement of the Claim or in satisfaction of a final judgment, after the conclusion of any appeals, in a lawsuit based on the Claim. DAA must also notify the Indemnified Party of the name and address of the counsel whom it has assigned or retained to perform DAA's duties under this section. Except with the consent of the Indemnified Party, DAA may not enter into any settlement of the Claim that does not include, as an unconditional term of such settlement, receipt from the claimant of an unconditional release of the Indemnified Party from all liability with respect to such Claim; or
 - b. that the Claim is not a claim for which indemnification is required under this Agreement and that DAA therefore declines to provide indemnification. In such a case, the Indemnified Party may itself control the negotiation, settlement and defense of the Claim at its own expense and may select counsel of its own choice for that purpose, and DAA must cooperate with the Indemnified Party in the respects described in sections 8.a, 8.b and 8.c of this Agreement as if DAA were an Indemnified Party.

8. **Cooperation Of The Indemnified Party:** As a condition of DAA's obligation to indemnify and hold harmless, an Indemnified Party and any Entity with which an individual Indemnified Party is associated:
 - a. subject to the Minnesota Government Data Practices Act, rules relating to attorney-client communications and other laws regarding data in the possession of public bodies, must make available to DAA and its counsel all of its books, records and documents that DAA or its counsel determines to be necessary for the defense of any Claim for which indemnification is sought;
 - b. must cooperate fully with DAA to secure any information or testimony that DAA or its counsel determines to be relevant or material to the Claim;
 - c. must execute all necessary pleadings or other documents in any litigation arising out of, or with respect to, any Claim when requested to do so by DAA or its counsel; provided however, that an Indemnified Party may have counsel of its own choice review and approve any such pleadings or documents, provided that DAA will not be liable for any expenses relating to an Indemnified Party's consulting such separate counsel; and
 - d. must not settle or compromise any Claim for which DAA has undertaken the Indemnified Party's defense without the prior written consent of DAA.

9. **Termination Of Indemnification Obligation:** DAA's obligation to provide indemnification pursuant to section 4 of this Agreement will terminate:
- a. as to an Entity and any Indemnified Party associated with that Entity, if the Entity, having amended its respective comprehensive plan and zoning code as required by section 4 of this Agreement as a condition of its becoming eligible for indemnification, thereafter further amends its comprehensive plan or zoning code so as to change materially the provisions previously adopted pursuant to section 4 of this Agreement;
 - b. as to any Indemnified Party, if the Indemnified Party or an Entity with which an individual Indemnified Party is associated fails to perform any of its obligations under section 8 of this Agreement and does not correct such failure within 30 days after being given notice by DAA that DAA will cease to provide indemnification if the failure is not corrected and such failure is materially prejudicial to DAA's ability to negotiate, settle or defend the Claim; or
 - c. as to any Indemnified Party, if, after DAA has assumed responsibility for a Claim under section 7.a of this Agreement, DAA or a court or other adjudicating entity subsequently determines that the Claim is of a type described in section 5 of this Agreement, as to which no indemnification is required, in which case DAA must promptly notify the Indemnified Party that it will no longer provide indemnification thirty (30) days after such notice is provided. DAA agrees to notify an Indemnified Party promptly if DAA determines that one of the Limitations or Exclusions in section 5 may apply and provide Indemnified Party thirty (30) days within which Indemnified Party may obtain its own counsel.
10. **Separate Representation Of Indemnified Party:** If an Indemnified Party reasonably determines that there may be a conflict between the positions of DAA and the Indemnified Party in connection with the defense of a Claim, or that there may be legal defenses available to the Indemnified Party different from or in addition to those being asserted on its behalf by DAA, counsel for the Indemnified Party may conduct, at the Indemnified Party's own expense and at no expense to DAA, a defense to the extent that the Indemnified Party's counsel believes necessary to protect the Indemnified Party's interests. In any event, the Indemnified Party shall be responsible for all fees and expenses of its separate counsel arising from or related to the defense of a Claim for which DAA has assumed responsibility under section 7.a of this Agreement.
11. **Resolution Of Disputes Between Parties:** If a dispute arises between DAA and an Indemnified Party concerning either party's compliance with or obligations under this Agreement and the parties are unable to resolve the dispute by negotiation or other procedure (including mediation or arbitration) on which the parties may agree at the time, any lawsuit arising from the dispute must be filed in the Minnesota District Court for the Sixth Judicial District (Saint Louis County).

12. **Notice:** Any notice, direction, or instrument to be delivered hereunder shall be in writing and shall be delivered to the following:

To DAA:

Tom Werner, Executive Director
Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811

To City of Duluth:

Duluth City Attorney
Duluth City Attorney's Office
City of Duluth
Room 440 City Hall
411 West First Street
Duluth, MN 55802

To City of Hermantown:

City Administrator
City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811

To City of Rice Lake:

Rice Lake City Attorney
City of Rice Lake
4107 W Beyer Road
Duluth, MN 55803

To Saint Louis County:

St. Louis County Attorney
St. Louis County Attorney's Office - Duluth Courthouse
100 N. 5th Ave. W. #501
Duluth, MN 55802

To Canosia Township:

Canosia Township Attorney
4849 Midway Road
Duluth, MN 55811

Such notice shall be either (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case it shall be deemed delivered on the date of delivery to said offices, or (ii) sent by certified U.S. Mail, return receipt requested, in which case it shall be deemed delivered on the date shown on the receipt unless

delivery is refused or delayed by the addressee, in which event it shall be deemed delivered on the 3rd business day following deposit in the U.S. Mail.

Parties may change to whom notice shall be given by giving notice in accordance with this section, provided that no party may require notice to be sent to more than two addresses.

Any individual who claims entitlement to indemnification under this Agreement must include with the Notice of Claim required by section 6 of this Agreement the address to which any notice, direction or instrument under this paragraph should be delivered to that individual.

13. **Insurance.**

- a. The DAA shall obtain and maintain insurance coverages required by this Section 13 during the entire term of this Agreement.
- b. The DAA shall furnish the Entities with a certificate showing the type, amount, effective dates and dates of expiration of policies maintained by it pursuant to Section 13. Such certificates shall contain substantially the following statement: “The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10) days for non-payment of premium, has been received by the Entities.” Entities are to be named as an additional insured on such Certificate and not merely as a Certificate holder. DAA must provide Entities with appropriate endorsements to its policy(ies) of insurance reflecting the status of Entities as additional insureds and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to owner by the insurance company providing such insurance policy(ies) to DAA. In addition, all policies shall contain a waiver of subrogation in favor of Entities. The DAA agrees to maintain all coverage required herein as long as the indemnification obligation contained in this Agreement continues.
- c. **Limits of Insurance:**
Contractual Liability covering
the indemnity provisions of this Agreement:

Bodily Injury	Each Person	\$5,000,000.00
Property Damage:	Aggregate	\$5,000,000.00
	Each Incident	\$5,000,000.00
Umbrella or Excess Liability		\$10,000,000.00
- d. **Primary Policies.** All policies shall be primary and non-contributory.
- e. **Deductible Responsibilities.** It shall be DAA’s responsibility to pay any retention or deductible for the coverages required herein.
- f. **Insurance Company Rating.** DAA shall maintain in effective all insurance coverages required under this section at DAA’s sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by the Entities in writing.

14. **Captions:** The section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any provision of this Agreement.

15. **Construction:** The rule of strict construction shall not apply to this Agreement. The Agreement shall not be interpreted in favor of or against either DAA or any Indemnified Party merely because of their respective efforts in preparing it.
16. **Governing Law:** This Agreement shall be governed by the laws of the State of Minnesota.
17. **Complete Agreement; Amendment:** This Agreement sets forth the complete agreement of the parties with respect to its subject matter. It may be amended, modified or waived as between DAA and any Indemnified Party only by a writing signed by both of them.
18. **Signatures:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. Each signatory below represents and warrants that he or she is expressly authorized to enter into this Agreement on behalf of the Party for which that person is signing.

INDEMNIFICATION AND COOPERATION AGREEMENT REGARDING THE DULUTH INTERNATIONAL AIRPORT JOINT AIRPORT ZONING BOARD AND THE DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Indemnification and Cooperation Agreement to be executed for .

Dated:

By:

Title:

Witness:

Title:

DULUTH INTERNATIONAL AIRPORT
ZONING ORDINANCE

CREATED BY THE DULUTH INTERNATIONAL AIRPORT

JOINT ZONING BOARD

Formed by and Comprised of:

CITY OF DULUTH
CITY OF HERMANTOWN
TOWNSHIP OF CANOSIA
CITY OF RICE LAKE
ST. LOUIS COUNTY

EFFECTIVE DATE: _____

THIS ORDINANCE AMENDS AND ENTIRELY REPLACES
DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE dated June 18, 1988,
recorded in the Office of the St. Louis, Minnesota, County Recorder as Document
No. _____

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DULUTH INTERNATIONAL AIRPORT
ZONING ORDINANCE

CREATED BY THE

CITY OF DULUTH – CITY OF HERMANTOWN – CANOSIA TOWNSHIP
CITY OF RICE LAKE – ST. LOUIS COUNTY
JOINT AIRPORT ZONING BOARD

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY, IN THE VICINITY OF THE DULUTH INTERNATIONAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING TERMS USED HEREIN; REFERRING TO THE DULUTH INTERNATIONAL AIRPORT ZONING MAPS WHICH ARE INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES.

IT IS HEREBY ORDAINED BY THE DULUTH INTERNATIONAL AIRPORT JOINT AIRPORT ZONING BOARD COMPRISED OF THE CITY OF DULUTH – CITY OF HERMANTOWN – CANOSIA TOWNSHIP – CITY OF RICE LAKE – ST. LOUIS COUNTY PURSUANT TO THE AUTHORITY CONFERRED BY THE MINNESOTA STATUTES 360.061 – 360.074, AS FOLLOWS:

SECTION 1: PURPOSE AND AUTHORITY

The Duluth International Airport Joint Airport Zoning Board, created and established by joint action of the City Councils of Duluth, Rice Lake, and Hermantown, and the Board of County Commissioners of St. Louis County, and the Town Board of Canosia pursuant to the provisions and authority of Minnesota Statutes 360.063, hereby finds and declares that:

- A. The Duluth International Airport is an essential public facility.
- B. An Airport Hazard endangers the lives and property of users of the Duluth International Airport, and property or occupants of land in its vicinity, and also if the obstructive type, in effect reduces the size of the area available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of the Duluth International Airport and the public investment therein.
- C. The creation or establishment of an Airport Hazard is a public nuisance and an injury to the region served by the Duluth International Airport.
- D. For the protection of the public health, safety, order, convenience, prosperity and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of Airport Hazards.
- E. The prevention of these Airport Hazards and Aircraft Accidents should be accomplished, to the extent legally possible, by the exercise of the police power without compensation

SECTION 2: SHORT TITLE

This Ordinance shall be known as “Duluth International Airport Zoning Ordinance.” Those sections of land affected by this Ordinance are indicated in “Exhibit A” which is attached to this Ordinance.

SECTION 3: DEFINITIONS

For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings herein given unless otherwise specifically defined by Minnesota Statutes Chapter 360 (Airports and Aeronautics), Section 360.013 (Definitions), and its successors.

Abandoned - has not been legally occupied or used for any commercial or residential purpose for at least one consecutive year as determined by the Airport Zoning Administrator.

Agricultural Uses - land used primarily for the production of crops or livestock including irrigated meadows, irrigated and dry pasture, irrigation ditches, stock drive routes, lands used for barns, corrals and storage of crops or agricultural products, but not including lands used primarily for the production of commercial timber; or

Aircraft - any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air, but excluding parachutes. (Minn. Stat. 360.013)

Aircraft Accident -an occurrence incident to flight in which, because of the operation of an aircraft, a person (occupant or non-occupant) receives fatal or serious injury or an aircraft receives substantial damage. Except as provided below, substantial damage means damage or structural failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure, damage limited to an engine, bent fairings or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered substantial damage.

Airport- the Duluth International Airport lands located in Sections 1, 2, 3, 11, 12, Township 50, Range 15; Section 6, Township 50, Range 14; and Section 31, Township 51, Range 14 that is used, or intended for use, for the landing and take-off of aircraft, and any appurtenant areas that are used, or intended for use, for airport buildings or other airport facilities or rights of way, together with all airport buildings and facilities located thereon.

Airport Boundary - those lands including the property owned by the City of Duluth, by the Government of the United States, and by the State of Minnesota and their respective subdivisions which are used for aeronautical purposes and are contiguous with the runway and building area facilities. The airport boundaries are illustrated in the Airport Property Map of the approved set of Airport Layout Plans on file in the offices of the Duluth Airport Authority.

Airport Elevation -the established elevation of the highest point on the usable landing area which elevation is established to be 1,428 feet above mean sea level.

Airport Hazard -any structure, object of natural growth, or use of land, which obstructs the air space required for the flight of aircraft in landing or taking off at any airport or restricted landing area or is otherwise hazardous to such landing or taking off. (Minn. Stat. 360.013)

Airport Safety Zone - an area subject to land use zoning controls adopted under Minnesota Statutes sections 360.061 to 360.074 if the zoning controls regulate (1) the size or location of buildings, or (2) the density of population. (Minn. Stat. 394.22, Subd. 1(a))

Airport Zoning Administrator - the principal zoning official in the affected political subdivision of the underlying land where the applicable Zone is located.

Airport Zoning Map- the Duluth International Airport Zoning Map consisting of 3 pages prepared by RS&H, and adopted and attached hereto as Exhibit C of the Duluth International Airport Zoning Ordinance.

Airspace Zones – the Primary Zone, Horizontal Zone, Conical Zone, Approach Zone, Precision Instrument Approach Zone, and Transitional Zone, whose locations and dimensions are indicated on the Airport Zoning Map

Airspace Surface or Imaginary Surface - The imaginary areas in space and on the ground that are established by this Ordinance and/or the FAA in relation to the Duluth International Airport and its runways as the basis for regulating obstructions to air travel.

Approach Zone - All that land which lies directly under an imaginary approach surface longitudinally centered on the extended centerline at each end of the runway. The inner edge of the approach surface is at the same width and elevations as, and coincides with, the end of the primary surface; as illustrated in Airport Zoning Map.

Board – Duluth International Airport Joint Airport Zoning Board (“JAZB”)

Board of Adjustment – Board of Adjustment for the Duluth International Airport Joint Airport Zoning Board.

Building -Any structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind, and when separated by party or division walls without openings, each portion of such building so separated shall be deemed a separate building.

Commissioner - the commissioner of transportation of the State of Minnesota. (Minn. Stat. 360.013)

Conical Zone - all that land which lies directly under an imaginary conical surface extending upward and outward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of approximately 4,000 feet as measured radially outward from the periphery of the horizontal surface; whose location and dimensions are indicated on the Airport Zoning Map

Department - the Minnesota Department of Transportation. (Minn. Stat. 360.013)

Dwelling - any building or portion thereof designed or used as a residence or sleeping place of one or more persons.

Duluth International Airport Joint Zoning Board (“JAZB”) – Board established pursuant to the authority conferred by Minnesota Statutes Sections 360.061-360.074 comprised of appointed representatives of the St. Louis County, City of Duluth, City of Hermantown, Canosia Township, and the City of Rice Lake.

Federal Aviation Administration (FAA) – A federal agency charged with regulating air commerce to promote its safety and development; encourage and develop civil aviation, air traffic control, and air navigation; and promoting the development of a national system of airports.

Federal Aviation Regulations (FAR) – Regulations established and administered by the FAA that govern civil aviation and aviation-related activities.

FAR Part 36 – Regulation establishing noise standards for the civil aviation fleet.

FAR Part 77 – Objects Affecting Navigable Airspace - Part 77 (a) establishes standards for determining obstructions in navigable airspace; (b) defines the requirements for notice to the FAA Administrator of certain proposed construction or alteration; (c) provides for aeronautical studies of obstructions to air navigation to determine their effect on the safe and efficient use of airspace; (d) provides for public hearings on the hazardous effect of proposed construction or alteration on air navigation; and (e) provides for establishing antenna farm areas.

Hazard to Air Navigation - any object that has a substantial adverse effect upon the safe and efficient use of navigable airspace. Any obstruction to air navigation is presumed to be a hazard to air navigation unless an FAA aeronautical study has determined otherwise.

Height of Building - the vertical distance measured from the average ground elevation adjoining the front wall of the building to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof, or to the average height between the eaves and ridge of a gable, hip or gambrel roof.

Height of Tower or Structure - the vertical distance measured from the pre-existing grade level to the highest point on the tower or structure, even if said highest point is an antenna or lightening protection device.

Horizontal Surface - all that land which lies directly under an imaginary horizontal surface 150 feet above the established airport elevation; whose location and dimensions are indicated on the Airport Zoning Map.

Industrial Use - the use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities or other wholesale items.

Land - Ground, soil, or earth, including structures on, above, or below the surface.

Landing Area - means the area of the airport used for the landing, taking off or taxiing of aircraft.

Navigable Airspace - airspace at and above the minimum flight altitudes prescribed in the FAR's including airspace needed for safe takeoff and landing (refer to FAR Part 77 and 91).

Non-Precision Instrument Runway - a runway having an existing or Planned straight-in instrument approach procedure utilizing air navigation facilities with only horizontal guidance, and for which no precision approach facilities are Planned.

Ordinance- This Duluth International Airport Zoning Ordinance, including all exhibits, appendices, and maps attached hereto.

Obstruction - Any structure, tree, plant or other object of natural growth that penetrates one or more of the applicable Navigable Airspaces, imaginary surfaces, or imaginary zones defined and illustrated in this Ordinance.

Permit- type of written authorization that must be granted by a government or other regulatory body before the construction of a new or existing building can legally occur.

Person - any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver, assignee, or other similar representative thereof. (Minn. Stat. 360.013)

Planned - as used in this Ordinance refers only to those proposed future airport developments that are so indicated on a planning document having the approval of the Federal Aviation Administration, the Department of Transportation, Division of Aeronautics, and Duluth Airport Authority.

Precision Instrument Approach Zone - all that land which lies directly under an existing or Planned imaginary precision instrument approach surface longitudinally centered on the extended centerline at each end of Precision Instrument Runways 9-27 and 3-21, The inner edge of the precision instrument approach surface is at the same width and elevation as, and coincides with, the end of the primary surface. The precision instrument approach surface inclines upward and outward at a slope of 50:1 for a horizontal distance of approximately 10,000 feet expanding uniformly to a width of approximately 4,000 feet, then continues upward and outward for an additional horizontal distance of approximately 40,000 feet at a slope of 40:1 expanding uniformly to an ultimate width of approximately 16,000 feet; whose location and dimensions are indicated on the Airport Zoning Map

Precision Instrument Runway - a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), a Microwave Landing System (MLS), or a Precision Approach Radar (PAR), a Transponder Landing System (TLS), or a satellite-based system capable of operating to the same level of precision guidance provided by the other included systems. Also, a runway for which such a precision instrument approach system is Planned.

Primary Zone -All that land which approximately lies directly under an imaginary primary surface longitudinally centered on a runway and extending beyond each end of Runways 9-27 and 3-21. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline; whose location and dimensions are indicated on the Airport Zoning Map

Public Assembly Use – A structure or outdoor facility where concentrations of people gather for purposes such as deliberation, education, shopping, business, entertainment, amusement, sporting events, or similar activities, but excluding air shows. “Public assembly use” does not include places where people congregate for relatively short periods of time, such as parking lots and bus stops, or uses approved by the FAA in an adopted airport master plan.

Public, Civic and Institutional Uses - uses of a public, quasi-public, nonprofit, or charitable nature generally providing a local service to the people of the community. Generally, these uses provide the service on-site or have employees at the site on a regular basis. The service is ongoing, not just for special events. This use category includes the following use types:

- a) Community centers or facilities that have membership provisions or are open to the general public to join at any time; and
- b) Facilities for the provision of public services, including governmental offices and public safety and emergency response services, such as police, fire and ambulance services. Such facilities often need to be located in or near the area where the service is provided.

Religious Assembly - a facility or area for people to gather for public worship, religious training or other religious activities including a church, temple, mosque, synagogue, convent, monastery or other structure, together with its accessory structures, including a parsonage or rectory. This use does not include home meetings or other religious activities conducted in a privately occupied residence. Accessory uses may include meeting rooms and childcare provided for persons while they are attending assembly functions.

Resource Extraction Use - uses involved in the process of (1) removing or extracting minerals and building stone from naturally occurring veins, deposits, bodies, beds, seams, fields, pools or other concentrations in the earth’s crust, including the preliminary treatment of such ore or building stone; and (2) the extraction, exploration or production of oil or natural gas resources, including oil and gas wells and accessory offices, storage buildings, rig camps and gas transmission lines.

Runway - any existing or Planned paved surface or turf-covered area of the airport that is specifically designated and used or Planned to be used for aircraft landing and takeoff.

Safety Zone – The land use safety zones (Zones A, B, and C) established by this Ordinance further illustrated in the Airport Zoning Map. *See also* Airport Safety Zone.

Site - a parcel or several adjoining parcels of land under common ownership.

Slope - an incline from the horizontal expressed in an arithmetic ratio of horizontal magnitude to vertical magnitude. (e.g., slope = 3:1 = 3 feet horizontal to 1 feet vertical).

Structure - Structure. Anything constructed or erected, the use of which requires a location on the ground, or attached to something having a location on the ground.

Structural Alteration - Any change in the supporting members of a building, such as bearing walls, columns, beams or girders, or any substantial changes in the roofs or exterior walls but not including openings in bearing walls as permitted by existing ordinances

Substantial Damage -Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 60 percent of the assessed market value of the structure as determined by the city assessor before the damage occurred. For flood plain management and flood hazard purposes, substantial damage shall occur when damage of any origin sustained by a structure, where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the assessed market value of the structure as determined by the city assessor before the damage occurred.

Transitional Zone - All that land which lies directly under an imaginary transitional surface extending upward and outward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surface. Transitional surfaces for those portions of the instrument approach surface which project through and beyond the limits of the conical surface, extend a distance of approximately 5,000 feet measured horizontally from the edge of the instrument approach surface and at right angles to the extended instrument runway centerline; whose location and dimensions are indicated on the Airport Zoning Map

Traverse Ways - roads, railroads, trails, waterways, or any other avenue of surface transportation.

Utility Runway - a runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less and which runway is less than 4,900 feet in length.

Variance – Any modification or variation of application of the airport zoning ordinance’s provisions to a real property structure or use approved in writing by the JAZB or the BOA.

Visual Runway - a runway intended solely for the operation of aircraft using visual approach procedures, with no existing or Planned instrument approach procedures.

Zoning – the partitioning of land parcels in a community by ordinance into zones and the establishment of regulations in the ordinance to govern the land use and the location, height, use and land coverage of buildings within each zone.

SECTION 4: AIRSPACE OBSTRUCTION ZONING

- A. **BOUNDARY LIMITATION:** The airspace obstruction height zoning restrictions set forth in this section shall apply for a distance not to exceed one-and-one-half (1.5) miles beyond the perimeter of the Airport boundary; said boundary location and dimensions are indicated on the Airport Zoning Map.
- B. **AIRSPACE ZONES:** Airspace Zones are established to regulate and protect aircraft from navigational hazards during landings and departures. In order to carry out the purposes of this Ordinance, the following Airspace Zones are hereby established:

Primary Zone, Horizontal Zone, Conical Zone, Approach Zone, Precision Instrument Approach Zone, and Transitional Zone, all whose locations and dimensions are indicated on the Airport Zoning Map.

- C. **HEIGHT RESTRICTIONS:** Except as otherwise provided in the Ordinance, or except as necessary and incidental to airport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow so as to project above any of the Imaginary Airspace surfaces described in this Section 4(B) . Where an area is covered by more than one height limitation, the more restrictive limitations shall prevail.

SECTION 5: LAND USE SAFETY ZONING

SAFETY ZONE BOUNDARIES INTENT AND SCOPE: In order to carry out the purpose of this Ordinance, as set forth above, to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Duluth International Airport, and, furthermore, to limit population and building density in the runway approach areas, thereby creating sufficient open space to protect life and property in case of an accident, there are hereby created and established the following Safety Zones, which restrict land use:

- A. **SAFETY ZONE 1:** All land in designated as Safety Zone A on the Airport Zoning Map, legally described in Exhibit B.
- B. **SAFETY ZONE 2:** All land designated as Safety Zone B on the Airport Zoning Map, legally described in Exhibit B.
- C. **SAFETY ZONE 3:** All that land designated as Safety Zone C on the Airport Zoning Map, and as legally described in Exhibit B.
- D. **BOUNDARY LIMITATIONS:** The land use zoning restrictions set forth in this Section 5 shall apply for a distance not to exceed one mile beyond the perimeter of the airport boundary and in the portion of an Airport Hazard Area under the approach zone for a distance not exceeding two miles from the airport boundary; said land use zoning boundary location and dimensions are indicated on the Airport Zoning Map.
- E. **USE RESTRICTIONS**
In order to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Duluth International Airport, and furthermore to limit population and building density in the runway approach areas, thereby creating sufficient open space so as to protect life and property in case of accident, the following use restrictions are applied to the land use Safety Zones:
1. **ALL SAFETY ZONES:** No use shall be made of any land in any of the Safety Zones which creates or causes interference with the operation of radio or electronic facilities on the airport or with radio or electronic communications between the airport and aircraft, makes it difficult for pilots to distinguish

between airport lights and other lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.

2. **SAFETY ZONE 1:** Areas designated as Safety Zone 1 shall contain no buildings, temporary structures, exposed transmission lines, or other similar above-ground land use structural hazards, and shall be restricted to those uses which will not create, attract, or bring together an assembly of persons thereon. Permitted uses include, but are not limited to, Agricultural Use, Resource Extraction Use, horticulture, animal husbandry, raising of livestock, wildlife habitat, light outdoor recreation (non-spectator), cemeteries, and automobile parking.
3. **SAFETY ZONE 2:**
 - (a) Specific Prohibited Uses. The following classifications of building and structures as to use and occupancy are prohibited in Safety Zone 2:

Group A, Group E, Group I-2, and Group R-1 in the 2018 International Building Code, or its successors.
 - (b) Density Limitation. Other uses not specifically prohibited by Section 5(E) (3)(a) (“Specific Prohibited Uses”) shall be on a site whose area is at least two and one-half (2.5) acres. Each use shall not create, attract, or bring together a site population in excess of 20 persons per acre during the same time period; density as calculated pursuant to the 2020 Minnesota State Building Code, or its successor.
4. **SAFETY ZONE 3:** Areas designated as Safety Zone C3 are only subject to the restrictions set forth in this Section 5(E)(1).

SECTION 6: AIRPORT ZONING MAP

The Zones established in this Ordinance are shown on the Airport Zoning Map attached hereto as Exhibit C and made a part hereof. The Airport Zoning Map, together with map and all notations, references, elevation, data, zone boundaries, and other information thereon, shall be referred to in this Ordinance is hereby adopted in its entirety as part of this Ordinance.

SECTION 7: EXISTING USES AND STRUCTURES AS OF ENACTMENT

- A. **THIS ORDINANCE NOT RETROACTIVE:** The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other changes or alteration of any allowed use, structure, or tree pursuant to the DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE dated June 18, 1988, recorded

in the Office of the St. Louis, Minnesota, County Recorder as Document No. 0456132 or otherwise interfere with the continuance of any such use or structure, or tree after the Effective Date (Section 20 – EFFECTIVE DATE) of this Ordinance.

- B. **ACQUISITION IN SAFETY ZONES:** The Duluth International Airport is an essential public facility. Land in Safety Zones 1, 2, and 3 may be acquired by one or more of the JAZB member municipalities, or the Duluth Airport Authority, individually, or jointly by written agreement, at their own public expense for the purposes of preventing and/or reducing Airport Hazards and Aircraft Accidents.

SECTION 8: PERMITS; AND ORDERS TO REMOVE USE OR STRUCTURE, OR TREE

- A. **PERMIT STANDARDS.** Permit applications shall be made in the manner and on the form established by the Airport Zoning Administrator for the jurisdiction. Each Permit application shall indicate the purpose for which the Permit is desired, with sufficient information with respect to the proposed project to allow a determination as to whether it conforms to the regulations herein prescribed. If such determination is in the affirmative, the Permit shall be granted.
- B. **PERMIT REQUIRED.** The following structures or uses shall not be allowed in any Airspace Zone or Safety Zone unless a Permit has first been submitted to and granted by the Airport Zoning Administrator for that jurisdiction:
1. Existing Structures or Uses. Material expansion of structure or change in use requires Permit.
 2. Future Structures or Uses. Permit required.
 3. Abandoned Structure. Permit required for structure to be rebuilt or replaced.
 4. Substantially Damaged Structures. Permit required to rebuild, repair, or replace.
- C. **ORDER TO REMOVE USE, STRUCTURE, OR TREE.** Whether application is made for a Permit under this subdivision or not, the Airport Zoning Administrator may by appropriate action compel the owner of any Structure, use, or tree, at the owner's expense, to lower, remove, reconstruct, or equip the object as may be necessary to conform to the regulations of this Ordinance. If the owner of the Structure, use, or tree neglects or refuses to comply with the order for ten days after notice of the order, the Airport Zoning Administrator may proceed to have the object lowered, removed, reconstructed, or equipped and assess the cost and expense upon the object of the land where it is or was located. Unless an assessment is paid within 90 days from the service of notice on the agent or owner of the object or land, the sum will bear interest at the rate of eight percent per annum until paid, and shall be collected in the same manner as are real estate taxes.

SECTION 9: VARIANCES

- A. **APPLICATION.** Any person desiring to erect or increase the height of any Structure, permit the growth of any tree, or use property in a way prohibited by this Ordinance may apply to JAZB for a Variance from such regulations. Variance applications shall be made in the manner and on the form established by the Airport Zoning Administrator. Variance applications shall be delivered to the Airport Zoning Administrator for that jurisdiction, who shall then deliver the Variance application to the JAZB. JAZB may only receive and consider Variances after the applicable Permit is first denied by the Airport Zoning Administrator for that jurisdiction.
- B. **FAILURE OF BOARD TO ACT ON VARIANCE.** If a person submits a complete application for a Variance by certified mail to the Airport Zoning Administrator for that jurisdiction, and JAZB fails to grant or deny the Variance within four (4) months after receipt of the application, the Variance shall be deemed to be granted by the JAZB. When the Variance is granted by reason of the failure of JAZB to act on the Variance, the person receiving the Variance shall notify JAZB and the Minnesota Department of Transportation Commissioner, by certified mail, that the Variance has been granted. The applicant shall include a copy of the original Permit and Variance applications with the notice. The Variance shall be effective sixty (60) days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statutes Section 360.063, Subdivision 6(a).
- C. **VARIANCE STANDARDS.** Variances shall only be granted where it is duly found by JAZB that a literal application or enforcement of the regulations would result in practical difficulty, and relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of this Ordinance provided any Variance so allowed may be subject to any reasonable conditions that the JAZB or Commissioner may deem necessary to effectuate the purpose of this Ordinance. JAZB shall approve an application for a Variance, or approve it with conditions, with a detailed written report, if it finds that the proposed Variance meets one or more of the following criteria.
1. Because of the exceptional narrowness, shallowness or shape of the applicant's property, or because of exceptional topographic or other conditions related to the property, the strict application of the requirements of this Ordinance would result in peculiar and practical difficulties to the property owner;
 2. The special circumstances or conditions that create the need for relief were not directly or indirectly created by the action or inaction of the property owner or applicant;
 3. The special circumstances or conditions applying to the building or land in question are peculiar to such property or immediately adjoining property, and do not apply generally to other land or buildings in the vicinity;
 4. The relief is necessary for the preservation and enjoyment of a substantial property right and not merely to serve as a convenience to the applicant;
 5. The relief will not unreasonably imperil the public safety or unreasonably diminish or impair established property values within the surrounding areas or in any other

- respect impair the health, safety or public welfare of the inhabitants of the community;
6. The relief may be granted without substantially impairing the intent of this Ordinance

D. VARIANCE REVIEW BY MINNESOTA DEPARTMENT OF TRANSPORTATION.

JAZB may request that the Minnesota Department of Transportation Commissioner review any Variance application prior to JAZB's decision on the Variance. However, JAZB is not bound by the decision and/or recommendations made by the Commissioner.

SECTION 10: HAZARD MARKING AND LIGHTING

The Airport Zoning Administrator or Duluth International Airport Joint Airport Zoning Board, as the case may be, may condition any Permit or Variance granted so as to require the owner of the structure or tree in question at his own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an Airport Hazards.

SECTION 11: AIRPORT ZONING ADMINISTRATOR

It shall be the duty of the Airport Zoning Administrator of each jurisdiction to enforce the regulations prescribed herein in their jurisdiction. Permits and Variance applications shall be made to the Airport Zoning Administrator for that jurisdiction. Permit applications shall be promptly considered and granted or denied by them in accordance with the regulations prescribed herein. Variance applications shall be forthwith transmitted by the Airport Zoning Administrator for that jurisdiction to the JAZB.

SECTION 12: BOARD OF ADJUSTMENT FOR THE DULUTH INTERNATIONAL AIRPORT JOINT ZONING BOARD

A. Establishment: The Board of Adjustment ("BOA") was established pursuant to the 1988 ordinance. It shall consist of five member: one member each appointed by:

1. City of Duluth
2. City of Hermantown
3. Duluth Airport Authority
4. City of Rice Lake
5. Canosia Township

Each member shall serve for a term of three years and until their successor is duly appointed and qualified. In the event of a vacancy, the vacancy for the unexpired term shall be filled in the same manner as the appointment was originally made. Duluth International Airport Joint Zoning Board members may also serve on the Board of Adjustment.

- B. Powers: The Board of Adjustment shall have and exercise the following powers:
- (1) to hear and decide appeals from any order, requirement, decision, or determination made by the administrative agency in the enforcement of the airport zoning regulations;
 - (2) to hear and decide any special exceptions to the terms of the airport zoning regulations upon which such board may be required to pass under such regulations; and
 - (3) to hear and decide specific variances.
- C. Majority Vote: The concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the administrative agency, or to decide in favor of the applicant on any matter upon which it is required to pass under the airport zoning regulations, or to effect any variation in such regulations.
- D. Rules and Procedures. The Board of Adjustment shall adopt rules in accordance with the provisions of the ordinance or resolution by which it was created. Meetings of the board shall be held at the call of the chair and at such other times as the board may determine. The chair, or if absent, the acting chair, may administer oaths and compel the attendance of witnesses. All hearings of the board shall be public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the board and shall be a public record. Upon their appointment the members of any board of adjustment shall select a chair to act at the pleasure of the board.

SECTION 13: APPEALS

- A. Who May Appeal:
Any Person directly affected by any decision of the JAZB made in the administration of this Ordinance may appeal that decision to the Board of Adjustment. Such appeals may also be made by any governing body of a municipality, township, county, or authority.
- B. Procedure:
All appeals hereunder must be commenced in writing within 10 calendar days of the issuance in writing of the decision by the JAZB, by filing with the Airport Zoning Administrator of that jurisdiction a notice of appeal specifying the grounds thereof and the applicable appeal filing and hearing fee set by the Board of Adjustment. The Airport Zoning Administrator for that jurisdiction shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.
- C. Stay of Proceedings:
An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Airport Zoning Administrator for that jurisdiction certifies to the Board of Adjustment, after the notice of appeal has been filed with it, that by

reason of the facts stated in the certificate finds that a stay would, in their opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on written notice to the Airport Zoning Administrator for that jurisdiction and on due cause shown.

D. Hearing:

The Board of Adjustment shall fix a time for hearing appeals, and then give public notice, notice to St. Louis County, City of Duluth, City of Hermantown, Canosia Township, City of Rice Lake, the Duluth Airport Authority, and written notice by mail to the appellant. At the hearing, any party may appear in person or by agent or by attorney.

E. Decisions:

The Board of Adjustment may, in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, in writing with detailed findings, as may be appropriate under the circumstances, and to that end shall have all the powers of an Airport Zoning Administrator for that jurisdiction.

SECTION 14: JUDICIAL REVIEW

All decisions of the board are final. Any party aggrieved by a decision of the Board of Adjustment may appeal as authorized by Minnesota law.

SECTION 15: PENALTIES

- A. **CRIMINAL.** Every person who shall construct, establish, substantially change, alter or repair any existing structure or use, or permit the growth of any tree without having complied with the provision of this Ordinance or who, having been granted a Permit or Variance under the provisions of this Ordinance, shall construct, establish, substantially change or substantially alter or repair any existing growth or structure or permit the growth of any tree, except as permitted by such Permit or Variance, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000 or imprisonment for not more than 90 days or by both. Each day a violation continues to exist shall constitute a separate offense.
- B. **CIVIL.** In addition, an Airport Zoning Administrator may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of this Ordinance, or of any order or ruling made in connection with their administration or enforcement of this Ordinance, and the court shall adjudge to the plaintiff such relief, by way of injunction (which may be mandatory) or otherwise, as may be proper under all the facts and circumstances of the case.

SECTION 16: EXEMPTIONS - AERONAUTICAL PURPOSES

- A. **LAND USED FOR AERONAUTICAL PURPOSES:** The restrictions of this Ordinance shall not control the use of land or the height of structures on land

owned by the City of Duluth, the State of Minnesota, the Duluth Airport Authority, or the United States of America and used by the Duluth Airport Authority exclusively for aeronautical purposes.

SECTION 17: CONFLICTS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures of trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

SECTION 18: SEVERABILITY

In any case in which the provisions of this Ordinance, although generally reasonable, are held by a court to interfere with the use or enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this State or the constitution of the United States, such holding shall not affect the application of this Ordinance as to other structures and parcels of land, and to this end the provisions of this Ordinance are declared to be severable.

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

SECTION 19: ADMINISTRATION

- A. Meetings and hearings of the JAZB and Board of Adjustment shall be held at the Duluth International Airport.
- B. JAZB and Board of Adjustment shall be supported by the staff of the Duluth Airport Authority and Duluth City Attorney’s Office.

SECTION 20: EFFECTIVE DATE

This Ordinance shall take effect on the _____ day of _____, _____. Copies thereof shall be filed with the State of Minnesota Commissioner of Transportation, Division of Aeronautics, and the St. Louis County Recorder’s Office, City of Duluth, City of Hermantown, Canosia Township, and City of Rice Lake, Minnesota.

Passed and adopted after public hearing by the Duluth International Joint Airport Zoning Board this _____ day of _____, _____.

Chairperson

Member

Member

Member

Member	Member
Member	Member
Member	Member
Member	Member
Member	Member

DRAFT

EXHIBIT A –AFFECTED LAND SECTIONS

This Ordinance affects all of a portion of the following sections of land:

NAME AND NUMBER TOWNSHIP	AIRSPACE OBSTRUCTION ZONING - Section 4 of Ordinance	LAND USE SAFETY OF ZONING - Section 5 of Ordinance
City of Hermantown	Sections:	Sections:
Township	1, 2, 3, 4, 5, 8, 9, 10,	1, 2, 3, 4, 5, 8, 9, 10,
T50N	11, 12, 13, 14, 15, 16	11, 12, 13, 14, 15, 22,
R15W		23
Canosia	Sections:	Sections:
Township	22, 23, 24, 25, 26, 27,	22, 24, 25, 26, 27, 32,
T51N	28, 32, 33, 34, 35, 36	33, 34, 35, 36
R15W		
City of Rice Lake	Sections:	Sections:
Township	19, 20, 28, 29, 30, 31,	10, 20, 21, 29, 30, 31,
T51N	32, 33	32
R14W		
City of Duluth	Sections:	Sections:
Township	4, 5, 6, 7, 8, 17, 18	4, 5, 6, 7, 8, 9, 18
T50N		
R14W		

EXHIBIT B –SAFETY ZONE LEGAL DESCRIPTIONS

A. SAFETY ZONE 1: All land in designated as Safety Zone 1 on the Airport Zoning Map, legally described as:

That part of Section 6, Township 50, Range 14, St Louis County, Minnesota, described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 6; thence on an assumed bearing of South 00 degrees 49 minutes 13 seconds East, along the west line of said Southwest Quarter, a distance of 935.43 feet to the intersection with the easterly extension of the centerline of Runway 9-27; thence South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 204.53 feet to the east end of the proposed runway 9-27; thence continuing South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to the actual point of beginning of Zone A; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 83 degrees 04 minutes 25 seconds East a distance of 4180.09 feet to the intersection with the north line of the Northeast Quarter of the Southeast Quarter of said Section 6; thence North 89 degrees 17 minutes 03 seconds East, along last described north line, a distance of 705.98 feet to the westerly right of way line of Rice Lake Road; thence southerly, along last described right of way line, a distance of 2280.58 feet to the east line of the North Half of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 6; thence South 01 degree 03 minutes 54 seconds East, along last described east line, a distance of 39.99 feet to the south line of said North Half of the South Half of the Southeast Quarter of the Southeast Quarter; thence South 89 degrees 00 minutes 30 seconds West, along last described south line, a distance of 457.54 feet to the intersection with a line bearing South 79 degrees 51 minutes 54 seconds East from said point of beginning; thence North 79 degrees 51 minutes 54 seconds West a distance of 4590.59 feet to said point of beginning.

AND

That part of Section 31, Township 51, Range 14, St Louis County, Minnesota, described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 31; thence on an assumed bearing of North 89 degrees 22 minutes 07 seconds East, along the south line of said Southwest Quarter, a distance of 56.31 feet to the intersection with the northeasterly extension of the centerline of Runway 3-21; thence North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 1458.40 feet to the end of the proposed extension of Runway 3-21; thence continuing North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 200.00

feet; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to the actual point of beginning of Zone A; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence North 22 degrees 20 minutes 27 seconds East a distance of 3933.06 feet to the intersection with the north line of the Northeast Quarter of the Northwest Quarter of said Section 31; thence North 89 degrees 06 minutes 56 seconds East, along last described north line, a distance of 470.64 feet to the west line of the East 200.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 40 minutes 03 seconds East, along last described west line, a distance of 1323.05 feet to the south line of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 08 minutes 06 seconds East, along last described south line, a distance of 200.00 feet to the southeast corner of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 08 minutes 19 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter of said Section 31, a distance of 990.90 feet to the west line of the East Half of the East Half of said Northwest Quarter of the Northeast Quarter; thence North 00 degrees 40 minutes 13 seconds West, along last described west line, a distance of 1323.39 feet to the north line of said Northeast Quarter of Section 31; thence North 89 degrees 07 minutes 22 seconds East, along last described north line, a distance of 990.84 feet to the east line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence South 00 degrees 40 minutes 22 seconds East, along last described east line, a distance of 185.61 feet to the intersection with a line bearing North 39 degrees 24 minutes 09 seconds East from said point of beginning; thence South 39 degrees 24 minutes 09 seconds West a distance of 5184.44 feet to said point of beginning.

AND

That part of Sections 3 and 4, Township 50, Range 15, St Louis County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to the actual point of beginning of Zone A; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to the intersection with the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds

East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1437.77 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said point of beginning; thence North 83 degrees 04 minutes 25 seconds East a distance of 4311.30 feet to said point of beginning.

AND

That part of Sections 11 and 12, Township 50, Range 15, St Louis County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southeasterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southeasterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southeasterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to the actual point of beginning of Zone A; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to the intersection with the northeasterly right of way line of Miller Trunk Highway; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of 347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said point of beginning; thence North 23 degrees 51 minutes 10 seconds East a distance of 2989.06 feet to said point of beginning.

B. SAFETY ZONE 2: All land designated as Safety Zone 2 on the Airport Zoning Map, legally described as:

That part of Sections 5, 6, and 8, Township 50, Range 14, St Louis County, Minnesota, described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 6; thence on an assumed bearing of South 00 degrees 49 minutes 13 seconds East, along the west line of said Southwest Quarter, a distance of 935.43 feet to the intersection with the easterly extension of the centerline of Runway 9-27; thence South 88 degrees 23 minutes 44 seconds

East, along last described easterly extension, a distance of 204.53 feet to the east end of the proposed runway 9-27; thence continuing South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 83 degrees 04 minutes 25 seconds East a distance of 4180.09 feet to a point on the north line of the Northeast Quarter of the Southeast Quarter of said Section 6 said point being the actual point of beginning of Zone B; thence North 89 degrees 17 minutes 03 seconds East, along last described north line, a distance of 705.98 feet to the westerly right of way line of Rice Lake Road; thence southerly, along last described right of way line, a distance of 2280.58 feet to the east line of the North Half of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 6; thence South 01 degree 03 minutes 54 seconds East, along last described east line, a distance of 39.99 feet to the south line of said North Half of the South Half of the Southeast Quarter of the Southeast Quarter; thence South 89 degrees 00 minutes 30 seconds West, along last described south line, a distance of 457.54 feet to the intersection with a line bearing South 79 degrees 51 minutes 54 seconds East from said Point "A"; thence South 79 degrees 51 minutes 54 seconds East a distance of 4368.29 feet; thence North 00 degrees 07 minutes 11 seconds West a distance of 3643.14 feet to the intersection with a line bearing North 83 degrees 04 minutes 25 seconds East from said point of beginning; thence South 83 degrees 04 minutes 25 seconds West a distance of 4667.96 feet to said point of beginning.

AND

That part of Sections 29, 30 and 31, Township 51, Range 14, St Louis County, Minnesota, described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 31; thence on an assumed bearing of North 89 degrees 22 minutes 07 seconds East, along the south line of said Southwest Quarter, a distance of 56.31 feet to the intersection with the northeasterly extension of the centerline of Runway 3-21; thence North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 1458.40 feet to the end of the proposed extension of Runway 3-21; thence continuing North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 200.00 feet; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence North 22 degrees 20 minutes 27 seconds East a distance of 3933.06 feet to a point on the north line of the Northeast Quarter of the Northwest Quarter of said Section 31 said point being the actual point of beginning of Zone B; thence North 89 degrees 06 minutes 56 seconds East, along last described north line, a distance of 470.64 feet to the west line of the East 200.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 40 minutes 03 seconds East, along last described west line, a distance of 1323.05 feet to the south line of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 08 minutes 06 seconds East, along last described south line, a distance of 200.00 feet to the southeast corner of said Northeast Quarter of the Northwest Quarter; thence

North 89 degrees 08 minutes 19 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter of said Section 31, a distance of 990.90 feet to the west line of the East Half of the East Half of said Northwest Quarter of the Northeast Quarter; thence North 00 degrees 40 minutes 13 seconds West, along last described west line, a distance of 1323.39 feet to the north line of said Northeast Quarter of Section 31; thence North 89 degrees 07 minutes 22 seconds East, along last described north line, a distance of 990.84 feet to the east line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence South 00 degrees 40 minutes 22 seconds East, along last described east line, a distance of 185.61 feet to the intersection with a line bearing North 39 degrees 24 minutes 09 seconds East from said point "A"; thence North 39 degrees 24 minutes 09 seconds East a distance of 2905.06 feet; thence North 59 degrees 07 minutes 42 seconds West a distance of 3400.00 feet to the intersection with a line bearing North 22 degrees 20 minutes 27 seconds East from said point of beginning; thence South 22 degrees 20 minutes 27 seconds West a distance of 4156.44 feet to said point of beginning.

AND

That part of Section 4, Township 50, Range 15, St Louis County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 3 of said Township 50; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to the intersection with the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1437.77 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said Point "A"; thence South 83 degrees 04 minutes 25 seconds West a distance of 5245.33 feet; thence North 00 degrees 07 minutes 11 seconds West a distance of 3854.41 feet to the intersection with a line bearing North 79 degrees 51

minutes 54 seconds West from said point of beginning; thence South 79 degrees 51 minutes 54 seconds East a distance of 4576.98 feet to said point of beginning.

AND

That part of Sections 11, 12 and 13, Township 50, Range 15, St Louis County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southeasterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southeasterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southeasterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to a point on the northeasterly right of way line of Miller Trunk Highway said point being the actual point of beginning of Zone B; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of 347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said Point "A"; thence South 23 degrees 51 minutes 10 seconds West a distance of 2068.80 feet; thence North 55 degrees 45 minutes 40 seconds West a distance of 2232.99 feet to the intersection with a line bearing South 37 degrees 59 minutes 48 seconds West from said point of beginning; thence North 37 degrees 59 minutes 48 seconds East a distance of 1822.30 feet to said point of beginning.

C. SAFETY ZONE C: All that land designated as Safety Zone C on the Airport Zoning Map, including but not limited to land legally described as follows:

- I. That part of Section 11, Township 50 North, Range 15 West, St Louis County, Minnesota, described as follows:
 - A. Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ beginning at the intersection of the South line of Miller Trunk Highway with the West line Stebner Road, thence Northwesterly along said Miller Trunk Road for a distance of 100 feet, thence Southeasterly to a point on said Stebner Road being 100 feet South of the point of beginning, thence Northerly 100 feet to the point of beginning (395-10-3117).

- B. The Southerly 575 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ except the Northerly 525 feet of the Easterly 650 feet (395-10-3110).
 - C. Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ beginning at a point 650 feet West of the East line and 575 feet North of the South line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence Westerly 200 feet parallel to the South line of said NE $\frac{1}{4}$ of said SE $\frac{1}{4}$, thence Northerly 675 feet to a point on Miller Trunk Highway which is 942.62 feet Northwesterly of the West line of Stebner Road, thence Southeasterly 200 feet along said Miller Trunk Highway to a point 742.62 feet Northwesterly of the West line of Stebner Road, thence Southerly 550 feet to the point of beginning (395-10-3112).
 - D. That part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying Southerly of the Southwest right-of-way line of Miller Trunk Highway and Highway 94 except an 11/100-acre tract along highway right-of-way and except a 1-11/100-acre tract along highway right-of-way and except a 2-80/100-acre tract along highway right-of-way and except the Southerly 575 feet lying West of the East 650 feet and except the Southerly 50 feet of the East 650 feet (395-10-3115).
 - E. That part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ beginning at the intersection of the West line of Stebner Road with the South line of Miller Trunk Highway, thence Northwesterly along said road 390 feet, thence Southerly 150 feet, thence Southeasterly 390 feet, thence Northerly 150 feet to the point of beginning, except for 11/100-acre in the Northeast corner (395-10-3116).
- II. That part of Section 12, Township 50 North, Range 15 West of the Fourth Prime Meridian, St Louis County, Minnesota, described as follows:
- A. The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ (395-10-3430).
 - B. That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying West of Miller Trunk Highway (395-10-3360).
 - C. The N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the parcel beginning at the Northeast corner, thence Southerly 329.34 feet, thence Westerly 164 feet, thence Northeasterly to the point of beginning (395-10-3410).
 - D. That part of the W $\frac{1}{4}$ of the W $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying Southerly of Miller Trunk Highway except 1/100-acres in the Northwest corner (395-10-3405).
 - E. The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ except that part West of Miller Trunk Highway, except for 21/100-acre for highway right-of-way, except 3-4/100-acres at the Southeast corner, except 2-41/100-acres West of Anderson's Acres Tract North of Miller Trunk Highway and except 10-50/100-acres platted and except a track 400' x 400' at the Northwest corner and except 71/100-acres for a drainage ditch, that lies South of the Easterly extension of the North line of Lot 3, Anderson's Acres Tracts (395-19-3350).
 - F. The Easterly 134.63 feet of the West 267.63 feet of that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying North of Miller Trunk Highway except the Northerly 400 feet thereof (395-10-3355).
 - G. The Easterly 165.22 feet of the West 432.85 feet of that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying North of Miller Trunk Highway except the Northerly 400 feet thereof (395-10-3356).
 - H. The Easterly 100 feet of the Westerly 133 feet of that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying North of Miller Trunk Highway except the Northerly 400 feet thereof (395-10-3354).

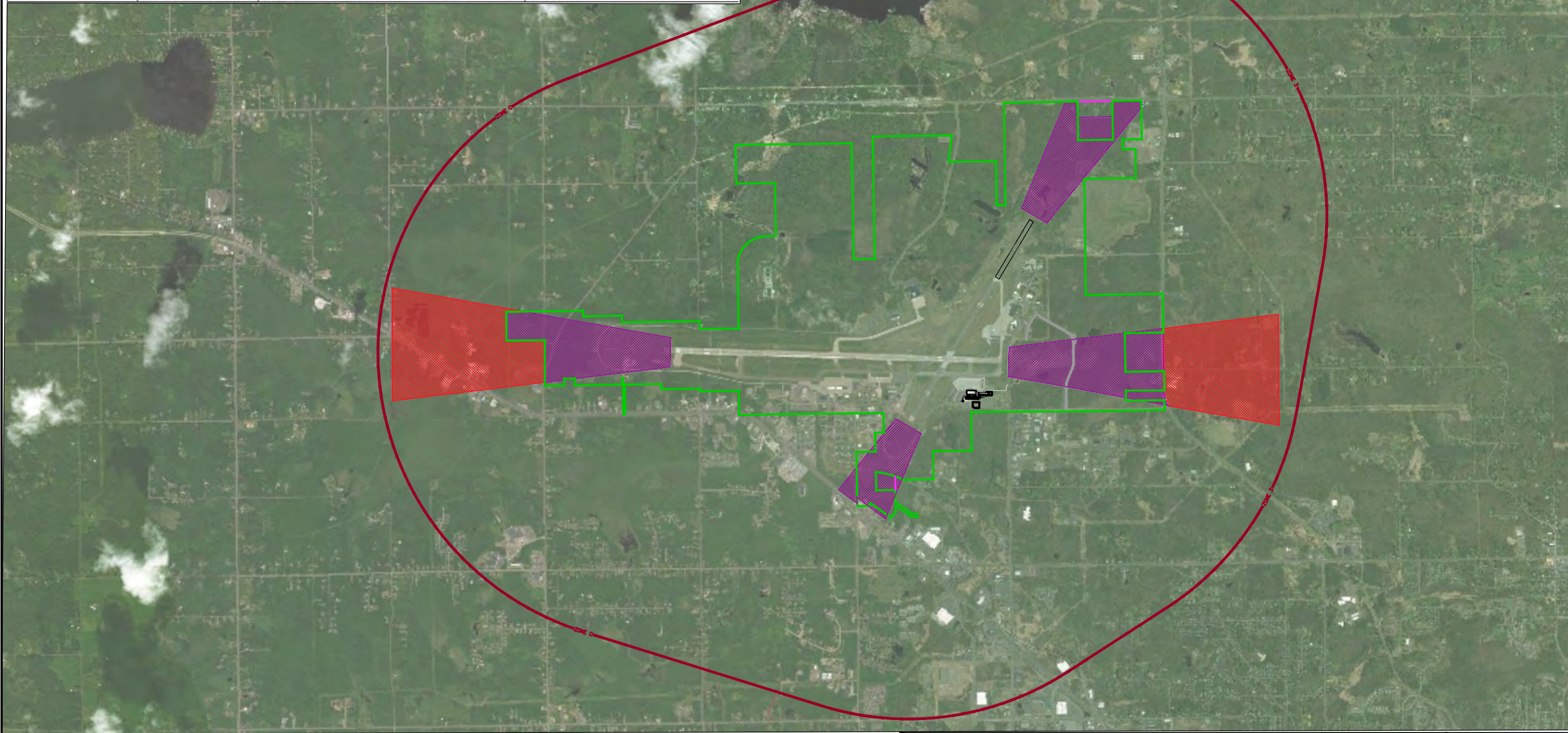
- I. That part of the W $\frac{1}{4}$ of the W $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 12 beginning at the intersection of the Westerly line of said W $\frac{1}{4}$ of the W $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section and the Southerly right-of-way line of Miller Trunk Highway, thence Southwesterly along said right-of-way line 24 feet, thence Southwesterly 90 degrees to the right to the aforesaid West line, thence Northerly to the point of beginning (395-10-3400).
 - J. That part of the N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12 beginning at the Northeast corner of said N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence South along the East line of said N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 329.34 feet to a point, thence Westerly 90 degrees to the right for a distance of 164 feet to a point, thence Northeasterly to the point of beginning (395-10-3412).
- III. Lots 1, 2 and 3, Anderson's Acres Tracts, according to the plat on file and of record in the office off the St. Louis County Recorder, St. Louis County, Minnesota (395-15-10).

EXHIBIT C – AIRPORT ZONING MAPS

DRAFT

AIRPORT LAND USE TABLE

AIRPORT ORDINANCE	EFFECTIVE DATE	ORDINANCE PURPOSE	ORDINANCE OVERSIGHT
DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE	ADOPTED: JUNE 18, 1988 AMENDED: MAY 23, 1996 (NOT ADOPTED) AMENDED: NOVEMBER 18, 2010 EFFECTIVE: TBD	THE AIRPORT ZONING ORDINANCE RESTRICTS THE HEIGHT OF BUILDINGS AND OBJECTS, AND REGULATES THE USE OF PROPERTY IN THE VICINITY OF THE AIRPORT. AIRSPACE OBSTRUCTION ZONING IS ACCOMPLISHED THROUGH THE USE OF THE AIRSPACE ZONES ESTABLISHED PER MINNESOTA RULES CHAPTERS 8900.1100/ 1200 AND COINCIDE WITH FAR PART 77 IMAGINARY SURFACES. LAND USE REGULATION IS ACCOMPLISHED THROUGH AIRPORT SAFETY ZONES 'A', 'B' AND 'C' PER MINNESOTA RULES CHAPTER 8900.2400, WHICH REGULATES POPULATION AND BUILDING DENSITIES. THE AIRPORT ZONING ORDINANCE MAPS CONSIST OF SIX SHEETS AS SPECIFIED BY THE ORDINANCE.	THE AIRPORT JOINT ZONING BOARD TO REGULATE THE AIRPORT ZONING ORDINANCE AS COMPRISED OF THE CITY OF DULUTH, CITY OF HERMANTOWN, CANOSIA TOWNSHIP, RICE LAKE TOWNSHIP AND ST. LOUIS COUNTY. PER THE AIRPORT ZONING ORDINANCE, A BOARD OF ADJUSTMENTS IS ESTABLISHED AS COMPRISED OF ONE MEMBER FROM THE DULUTH AIRPORT BOARD, CITY OF DULUTH, CITY OF HERMANTOWN, RICE LAKE TOWNSHIP AND CANOSIA TOWNSHIP.



RS&H
 RS&H, Inc.
 4525 Airport Approach Road, Suite A
 Duluth, Minnesota 55811
 218-722-1227 FAX 218-722-1052
 www.rsandh.com

DULUTH AIRPORT AUTHORITY

DULUTH CUSTOM ZONING ORDINANCE

CONSULTANTS

REVISIONS		
NO.	DESCRIPTION	DATE

DATE ISSUED: _____
 REVIEWED BY: _____
 DRAWN BY: _____
 DESIGNED BY: _____

PROJECT NUMBER _____

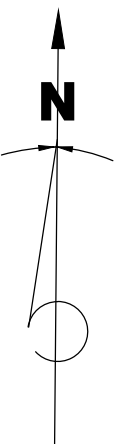
© 2020 RS&H INC.
 SHEET TITLE

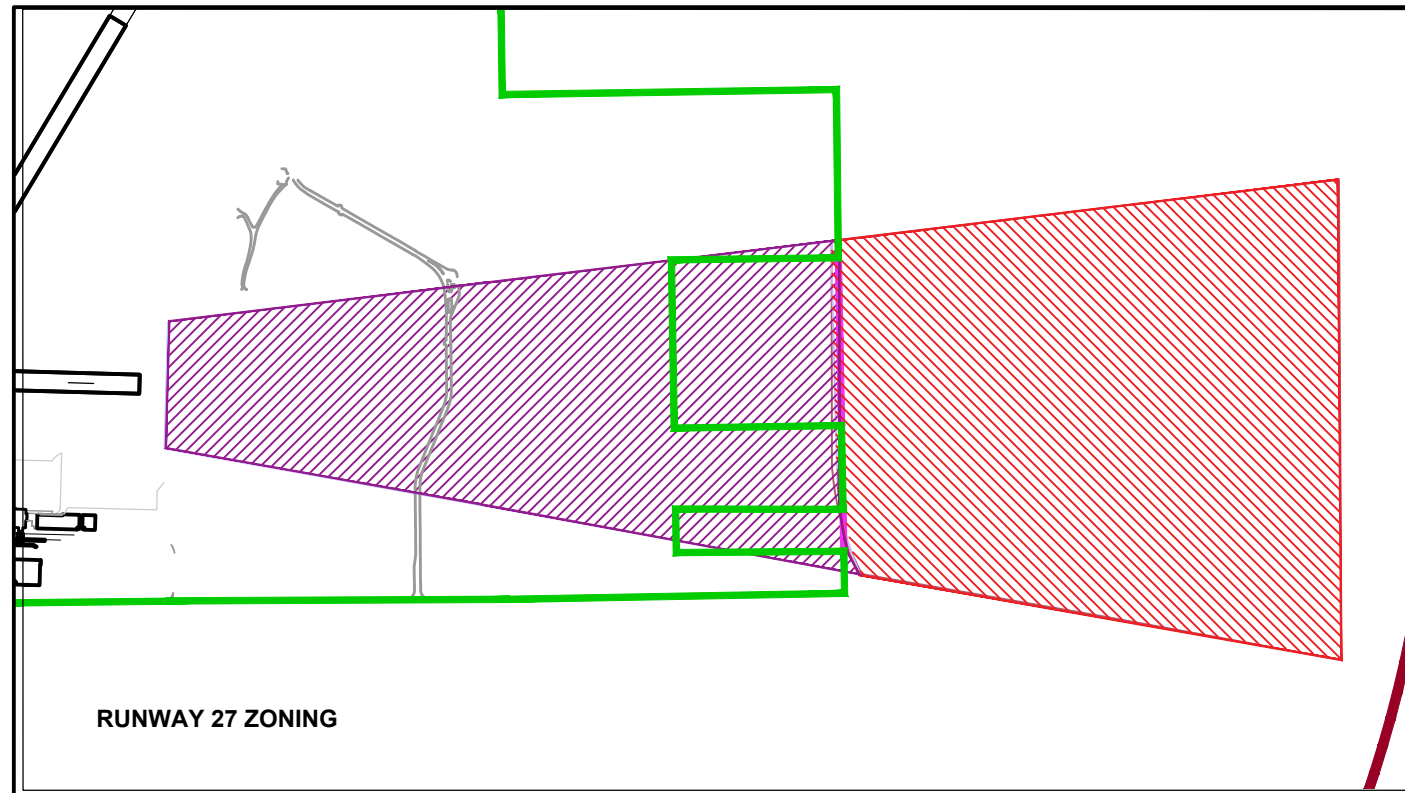
SAFETY ZONES

SHEET NUMBER
1

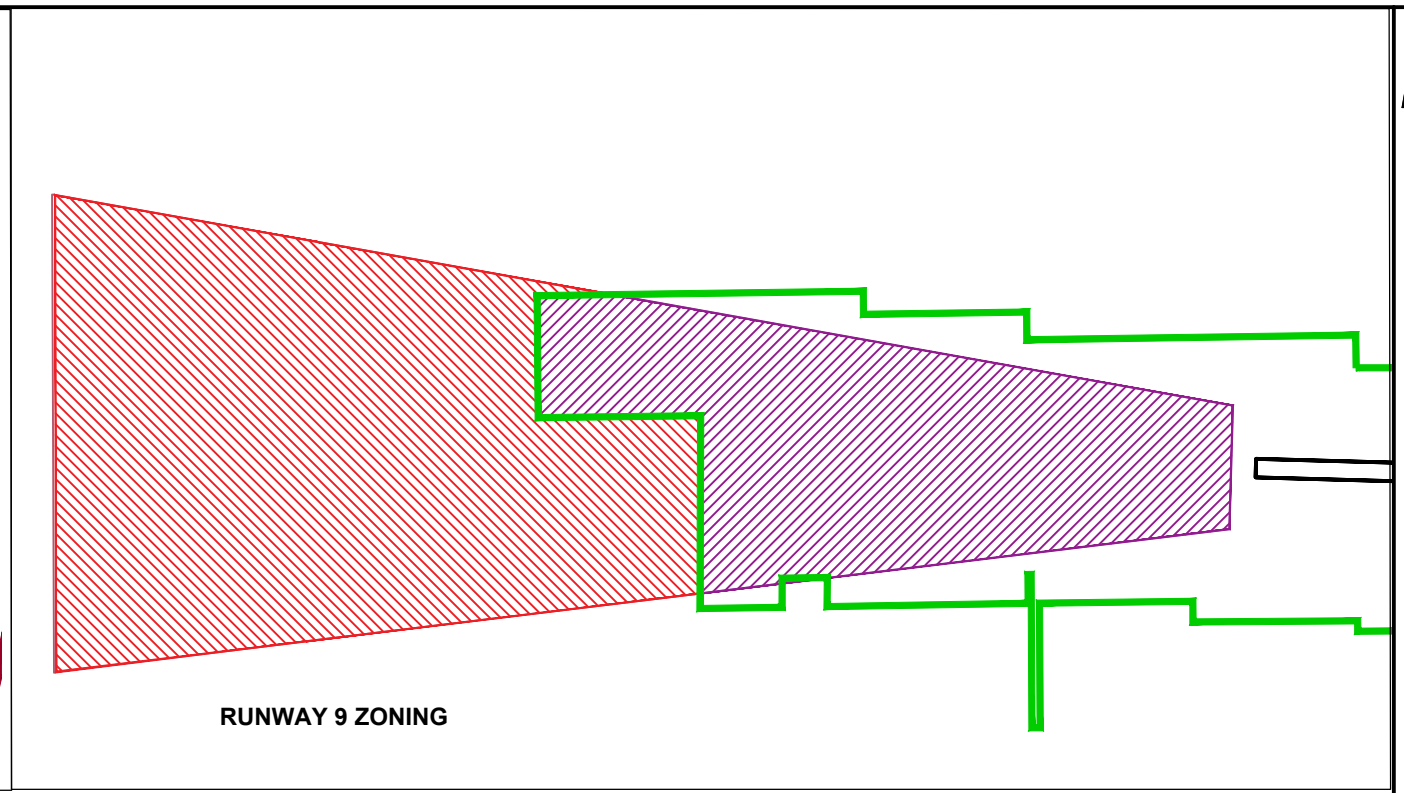
ZONING LEGEND

AIRPORT PROPERTY BOUNDARY	
FUTURE AIRPORT PROPERTY	
ZONE 1	
ZONE 2	
ZONE 3	

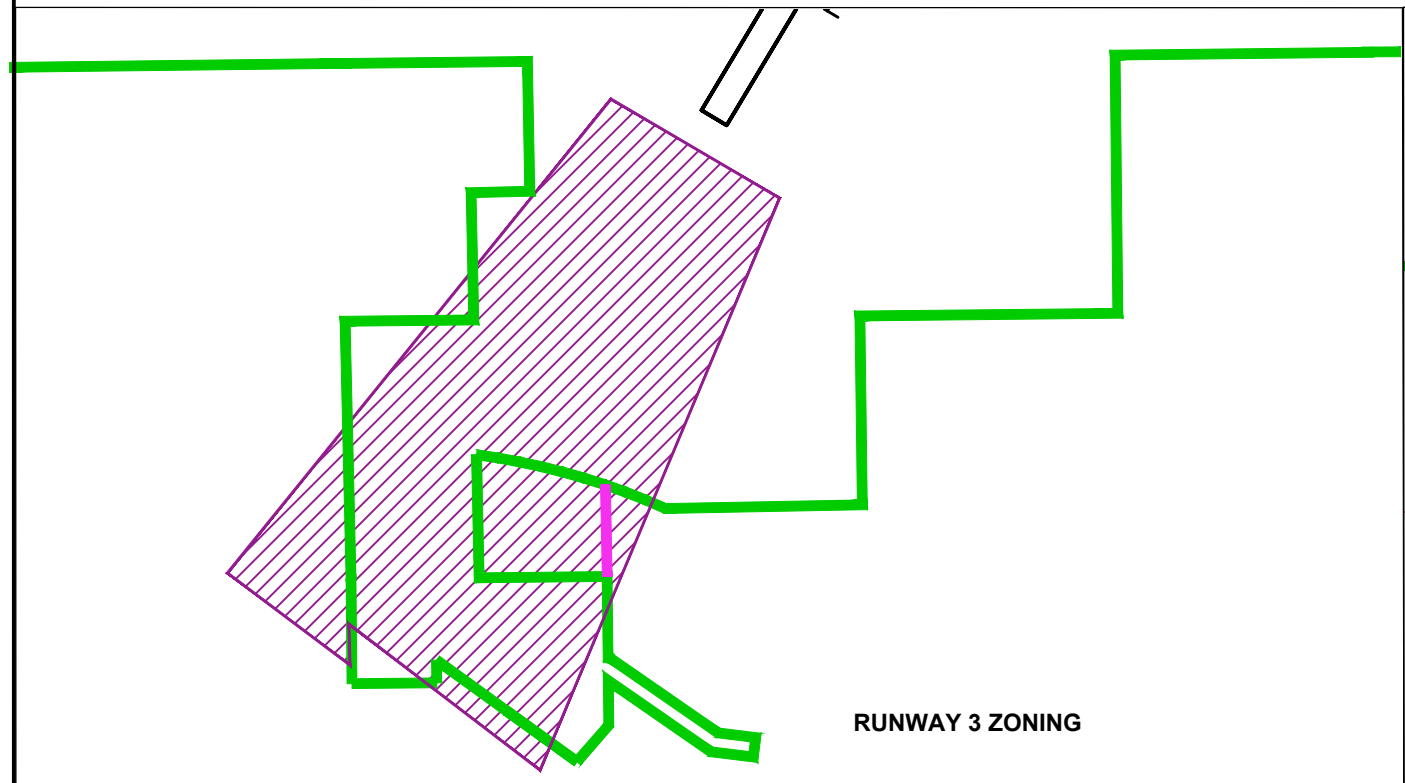




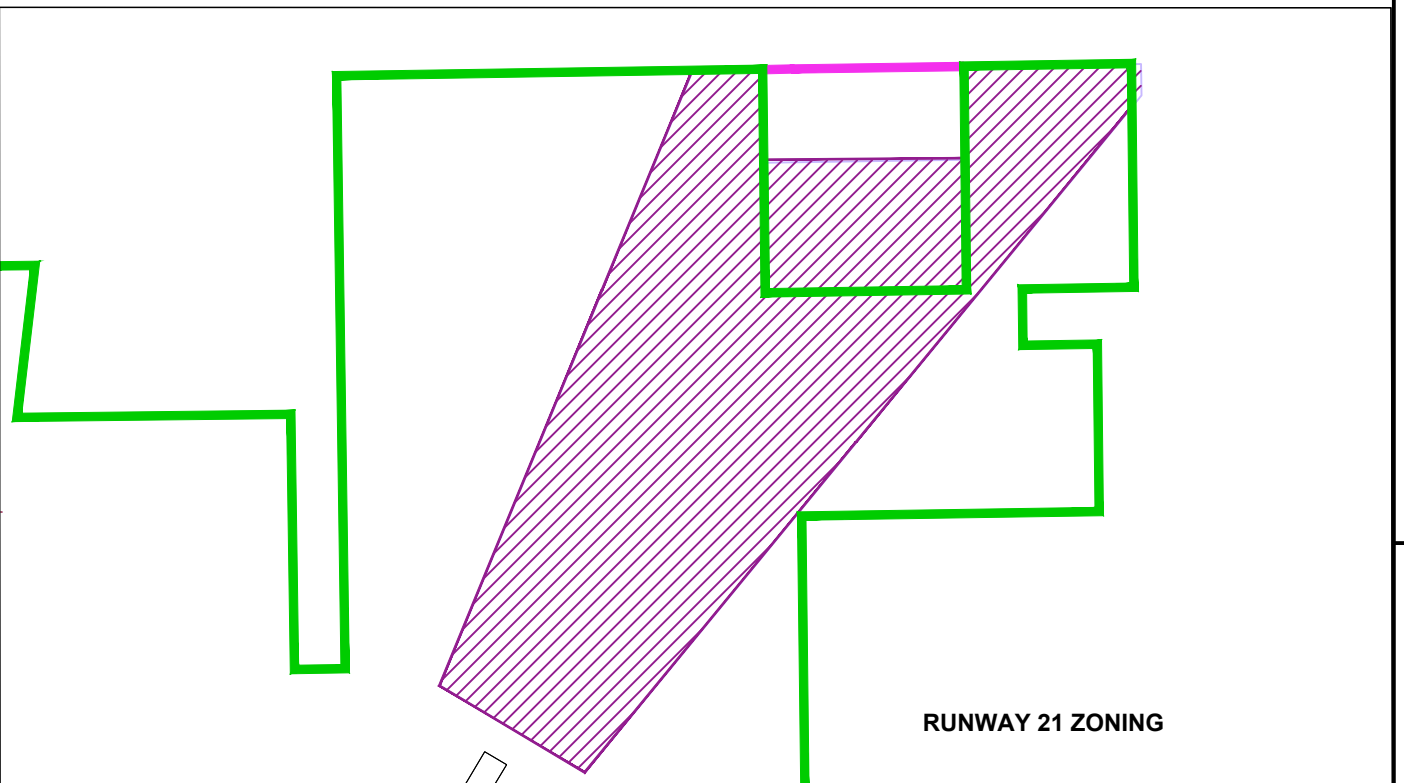
RUNWAY 27 ZONING



RUNWAY 9 ZONING



RUNWAY 3 ZONING



RUNWAY 21 ZONING

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:
REVIEWED BY:
DRAWN BY:
DESIGNED BY:

PROJECT NUMBER

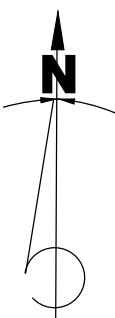
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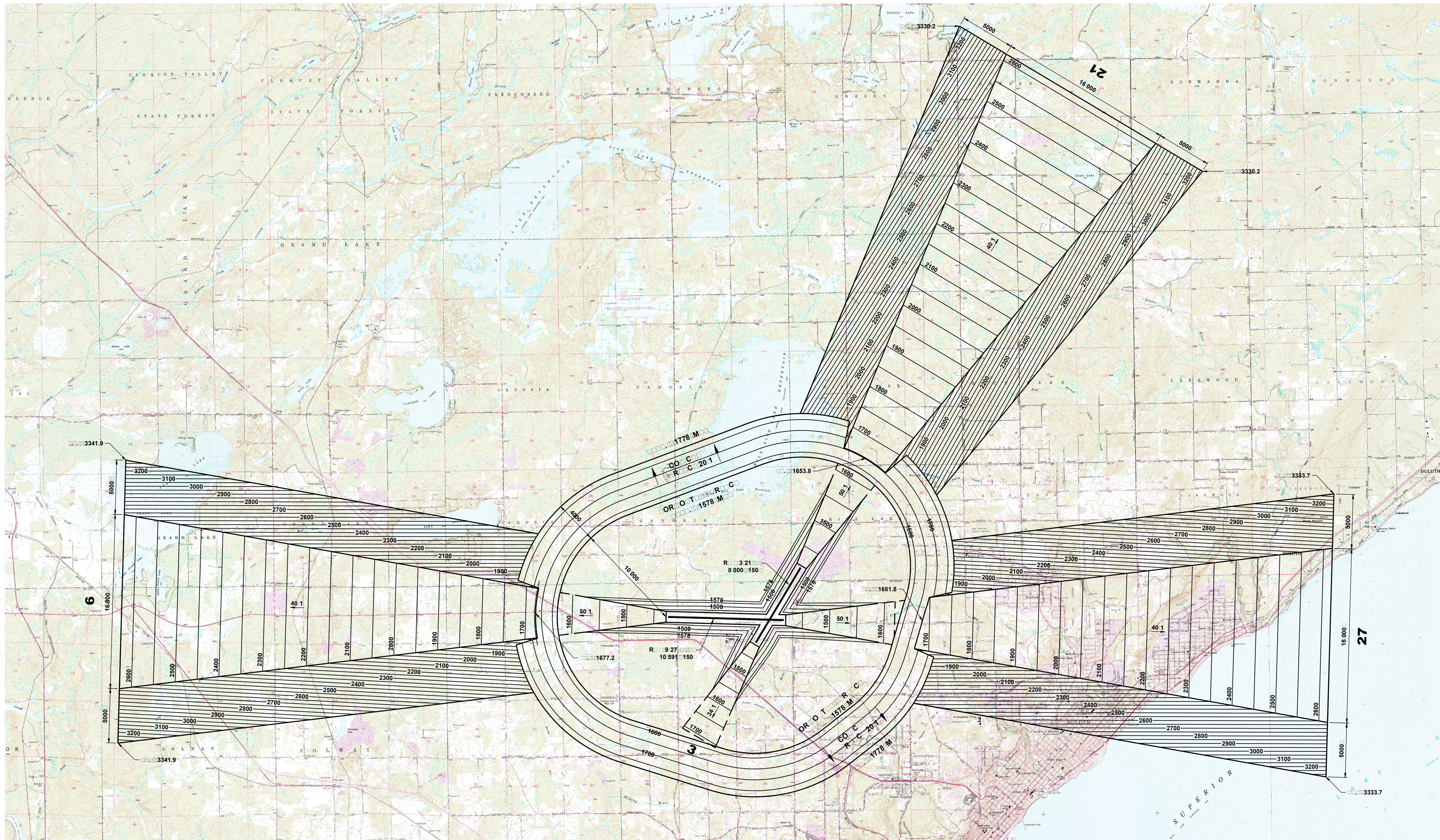
**SAFETY ZONES-
RUNWAY ENDS**

SHEET NUMBER

2

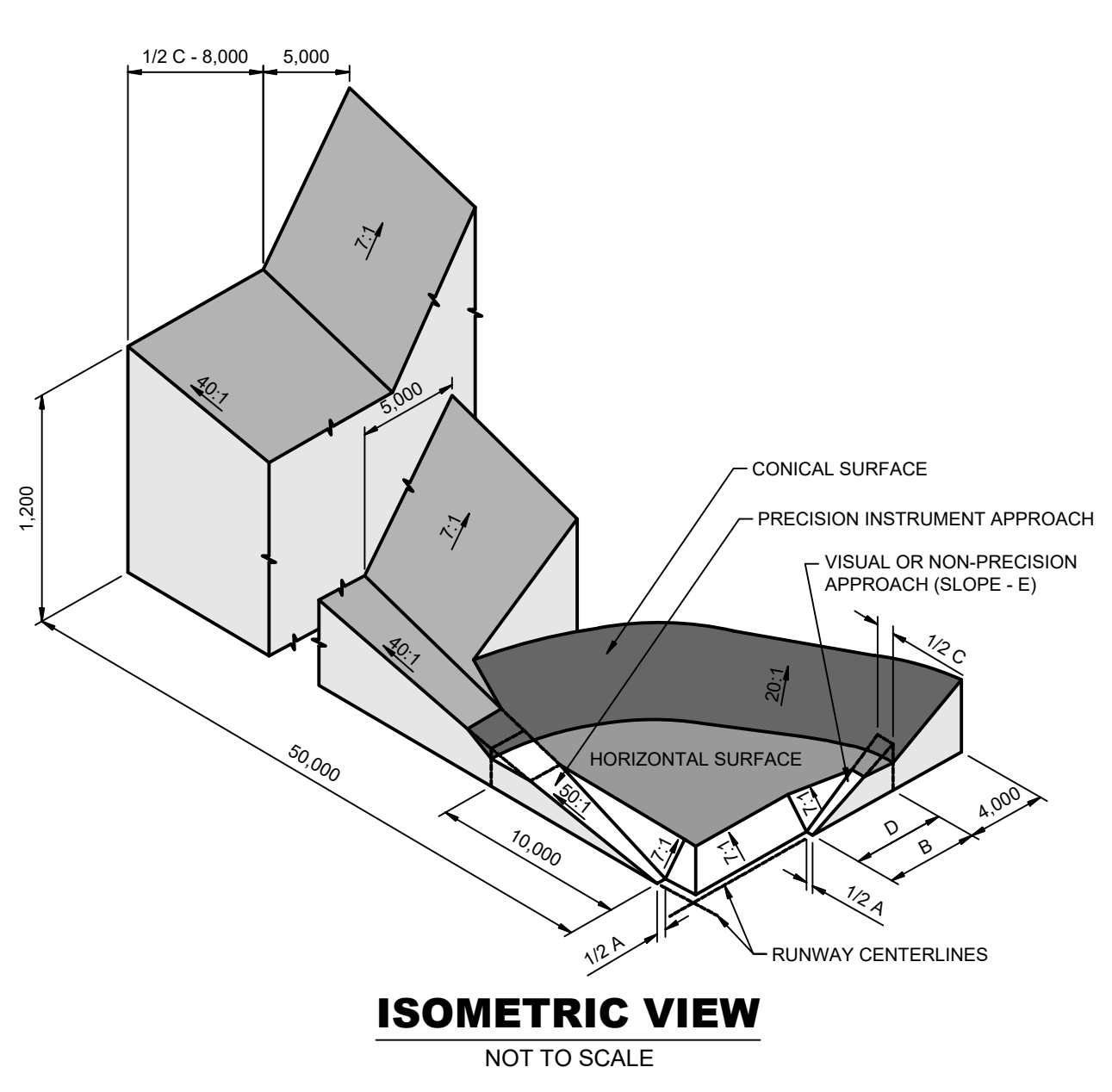
ZONING LEGEND	
AIRPORT PROPERTY BOUNDARY	
FUTURE AIRPORT PROPERTY BOUNDARY	
ZONE 1	
ZONE 2	
ZONE 3	





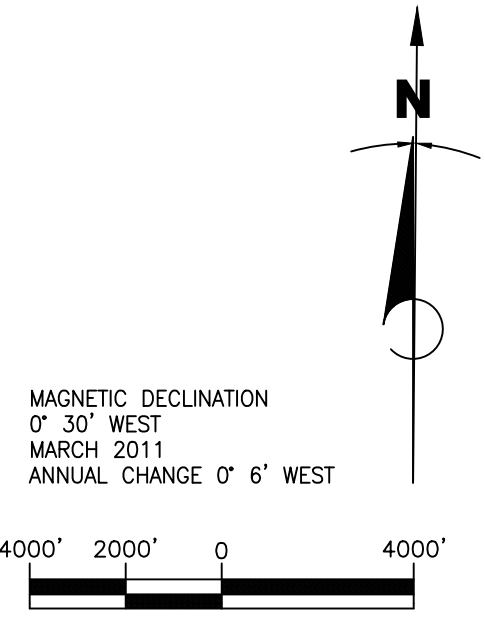
NOTE: SEE SHEET 17 FOR PART 77 OBSTRUCTIONS AND OBSTRUCTION TABLE.

AIRPORT ZONING REGULATIONS
 DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE, ADOPTED BY THE DULUTH INTERNATIONAL AIRPORT JOINT ZONING BOARD IN JUNE 1988, PURSUANT TO MINNESOTA STATUTE 360.061-360.074.
 CITY OF DULUTH UNIFIED DEVELOPMENT CHAPTER, CITY OF DULUTH LEGISLATIVE CODE SECTION 50-18.2 (AIRPORT OVERLAY A-O), ADOPTED AUGUST 2010, PURSUANT TO MINNESOTA STATUTE 360.063.



D M	T M	D I M E N S I O N S T O I R D I N A M E N T					
		VISUAL RUNWAY		NON-PRECISION INSTRUMENT RUNWAY		PRECISION INSTRUMENT RUNWAY	
A	B	A	B	A	B	C	D
A	WIDTH OF PRIMARY SURFACE AND APPROACH SURFACE AT INNER END	250	500	500	500	1,000	1,000
B	RADIUS OF HORIZONTAL SURFACE	5,000	5,000	5,000	10,000	10,000	10,000
C	APPROACH SURFACE WIDTH AT END	1,250	1,500	2,000	3,500	4,000	16,000
D	APPROACH SURFACE LENGTH	5,000	5,000	5,000	10,000	10,000	*
E	APPROACH SLOPE	20:1	20:1	20:1	34:1	34:1	*

A - UTILITY RUNWAYS
 B - RUNWAYS LARGER THAN UTILITY
 C - VISIBILITY MINIMUMS GREATER THAN 3/4 MILE
 D - VISIBILITY MINIMUMS AS LOW AS 3/4 MILE
 * - PRECISION INSTRUMENT APPROACH SLOPE IS 50:1 FOR INNER 10,000 FEET AND 40:1 FOR AN ADDITIONAL 40,000 FEET



REVISIONS

NO.	DESCRIPTION	DATE
1	SEH - Updated 9/27 Fut. Length, Fut. Runway 27 End, RWY 27 Approach and Transitional Surfaces, Horizontal and Conical Surfaces, and Associated Elevation Contours	11/10/2017

DATE ISSUED: OCTOBER 2015
 REVIEWED BY: JEJ
 DRAWN BY: TJM
 DESIGNED BY: TJM

SHEET TITLE
PART 77 AIRSPACE DRAWING

SHEET NUMBER
3

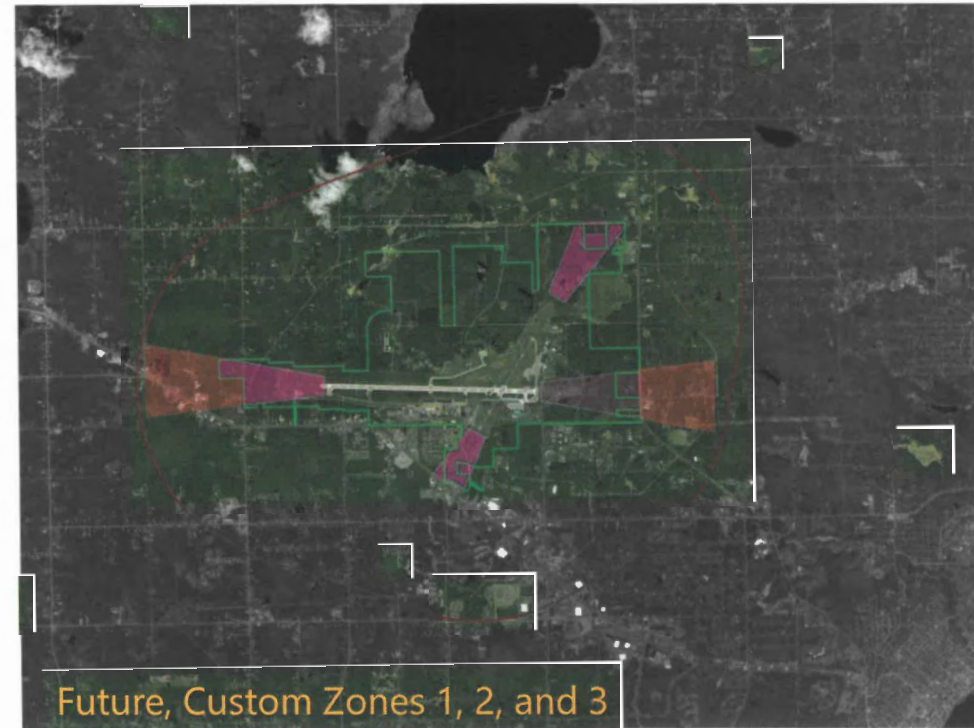
Minnesota Land Use Safety Zones 8800.2400

- » Mn/DOT Safety Zone Description
- » Clear Zone: Minimum required airport property control of critical runway approach and RPZ
- » Zone A: In approach zones of a runway, shall contain no buildings
- » Zone B: Extends outward from Zone A, distance equal to 1/3 runway length, shall not contain uses on a site less than 3 acres
- » Zone C: All land encompassed within perimeter of horizontal zone, subject to uses that do not interfere with airport electronic facilities



Custom Zoning Ordinance

- » Existing land uses are not affected
- » For future development:
 - Zone 1: In approach zones of a runway, shall not contain buildings
 - Zone 2: Extends outward from Zone 1, each use shall not be less than 2.5 acres and prohibits uses that attract/house crowds
 - Zone 3: Subject to uses that do not create or cause interference with airport operations



Factors analyzed:

- 1) Schools, hospitals, nursing homes
- 2) Land uses that attract large assemblies of people or location of wildlife
- 3) At least one 3-acre contiguous open space
- 4) Airport ownership of RPZ and Clear Zone area
- 5) Land uses that create or cause interference with electronic airport facilities or inhibit pilot's ability to maneuver aircraft
- 6) Airspace is protected
- 7) Social and economic costs/impacts are minimized
- 8) Airport's operations and safety risk to public are unaffected
- 9) **No planned uses within airport hazard area**
 - **Hermantown Zoning Map**
 - **St. Louis County Zoning and Future Land Use Districts**

Factors analyzed:

- 1) Schools, hospitals, nursing homes
- 2) **Land uses that attract large assemblies of people or location of wildlife**
 - **Places of Worship:**
 - *New Life Lutheran Church: Within future custom Zone 3 boundary, 1.14 miles directly east from end of future Zone 1 boundary for RW 3*
 - *Peace in Christ Lutheran Church: Within future custom Zone 3, 0.15 miles, south of RW 3*
 - **Municipal buildings, churches, fairgrounds**
 - **Open water, wetland areas, golf courses, landfills**

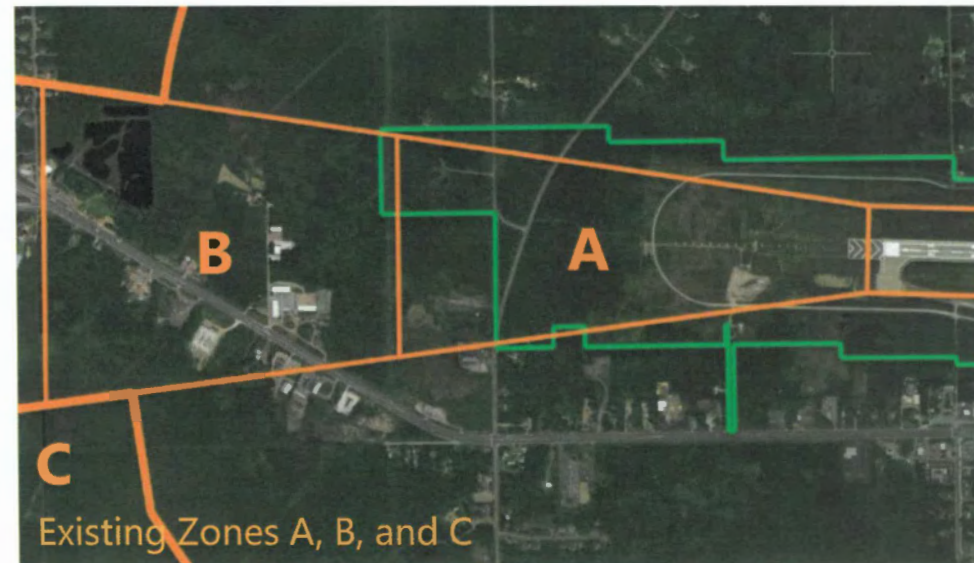
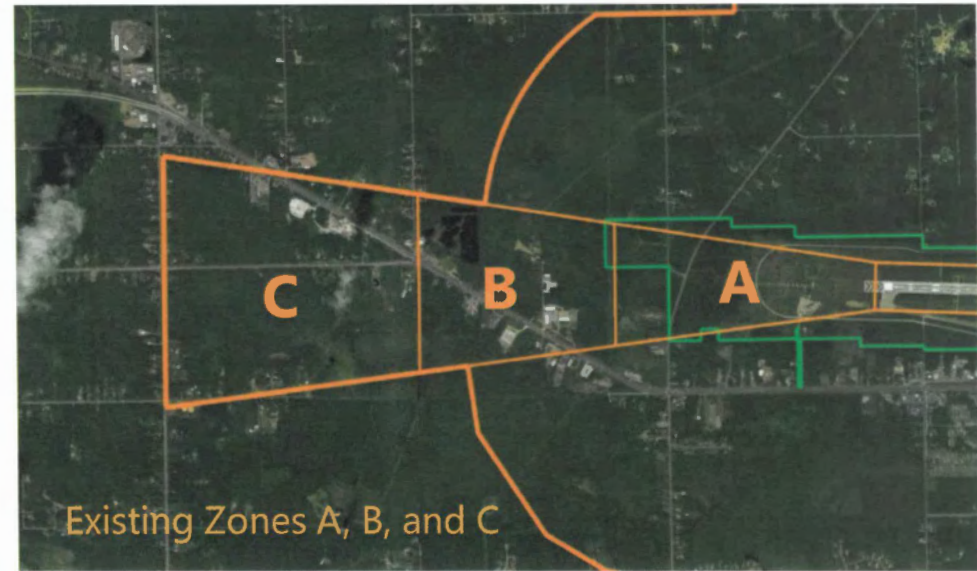
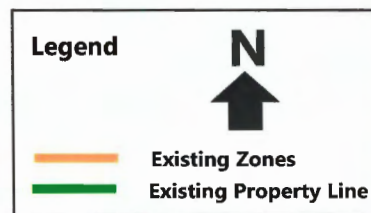


Runway 9

Existing Conditions

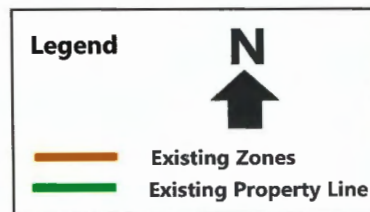
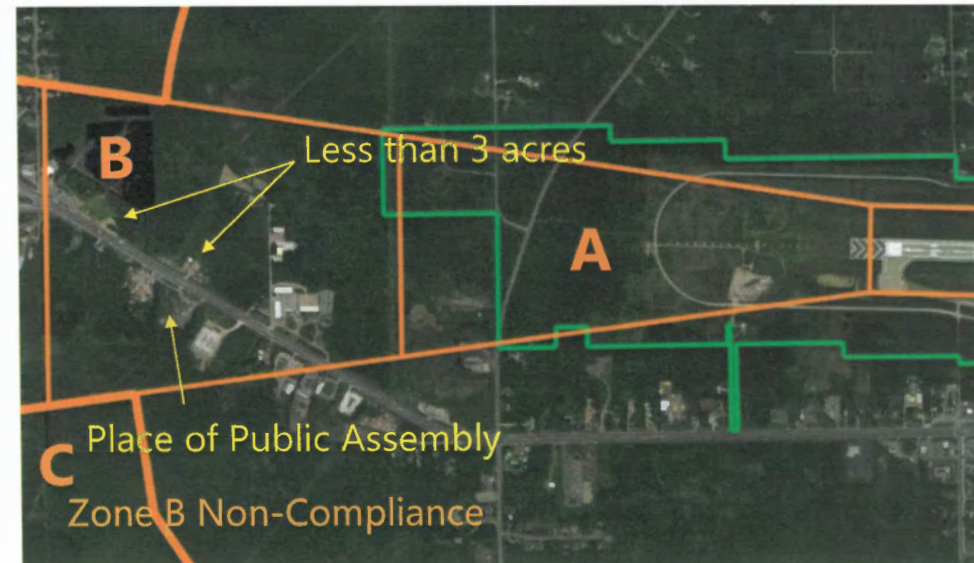
- » Compliant
 - Vulnerable population
 - Airport control of RPZ/Clear Zone
 - Airspace protection
 - Airport's operations
 - Planned uses

RS&H



- Existing Conditions

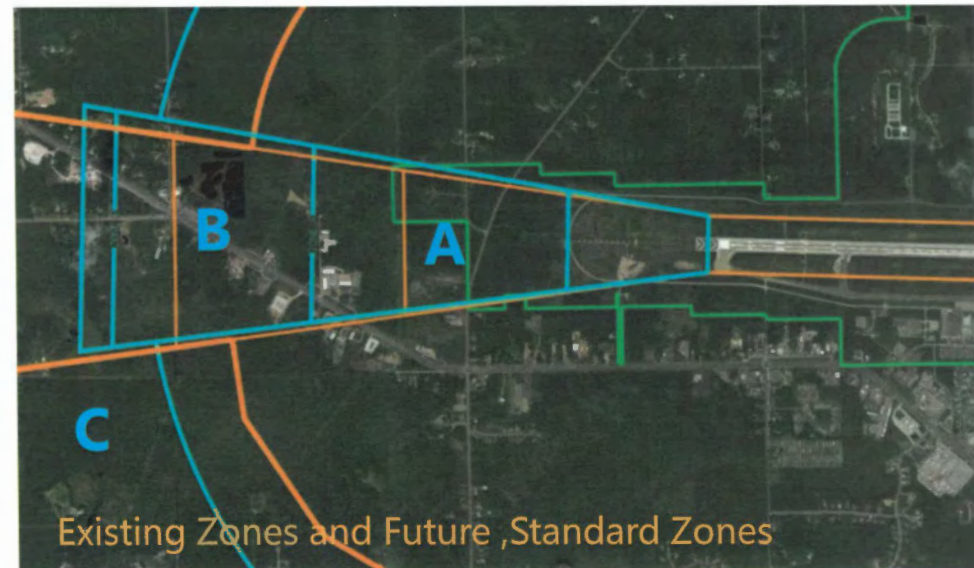
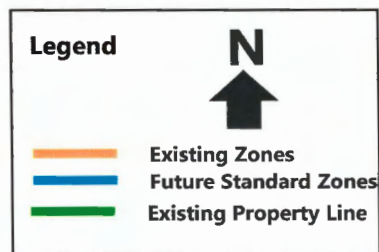
- » Non-Compliant
 - Places of public assembly in Zone B
 - Uses less than 3 acres in Zone B



Future, Standard Zones

- » Compliant
 - Vulnerable population
 - Airport control of RPZ/Clear Zone
 - Airspace protection
 - Airport's operations
 - Planned uses

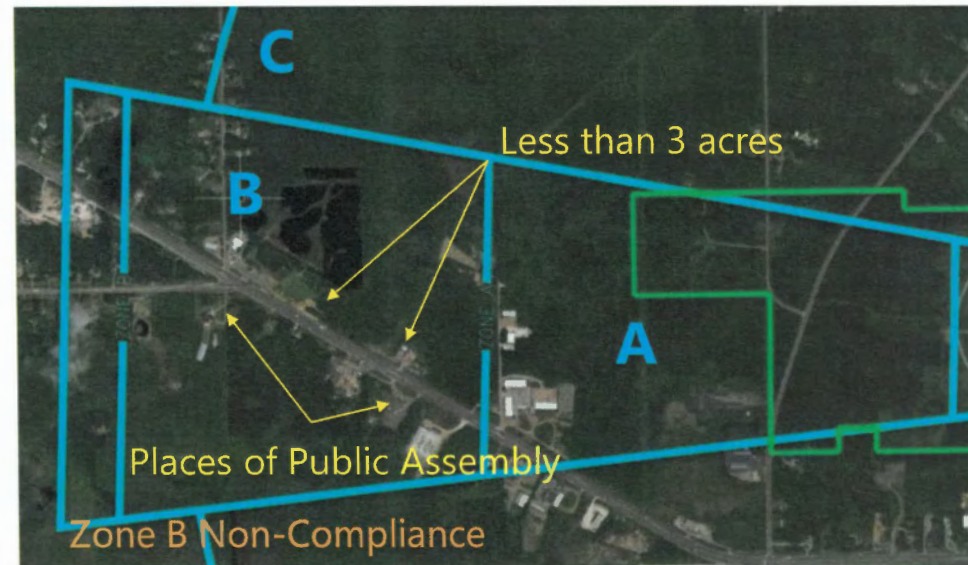
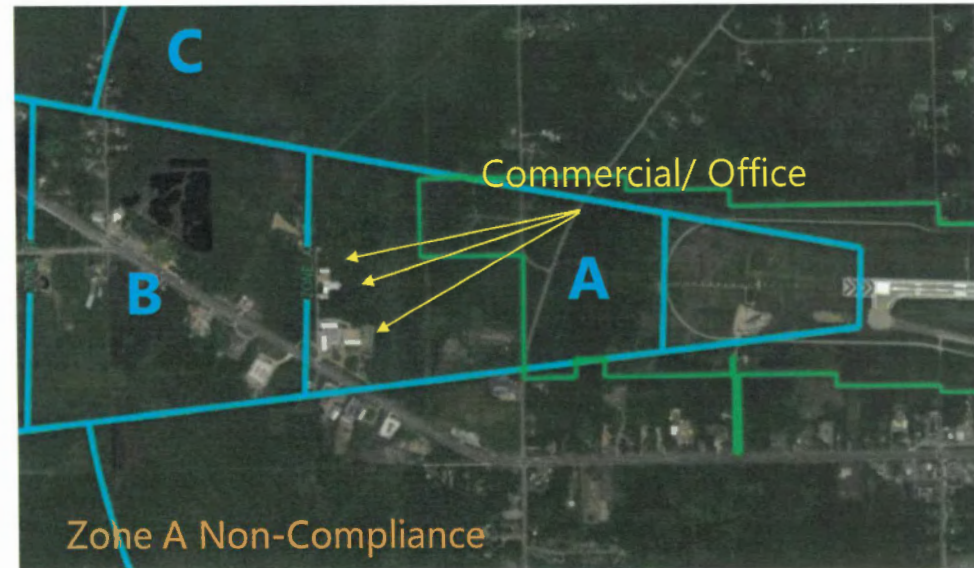
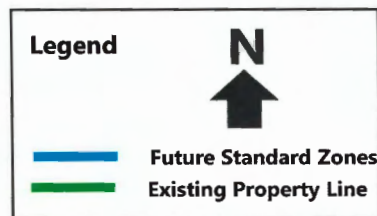
RS&H



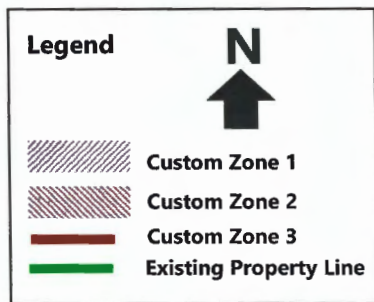
Future, Standard Zones

- » Non-Compliant
 - Commercial properties in Zone A
 - Places of public assembly in Zone B
 - Uses less than 3 acres in Zone B

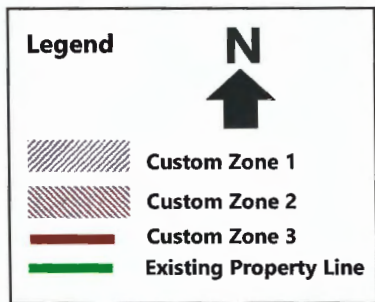
RS&H



Future, Custom Zones



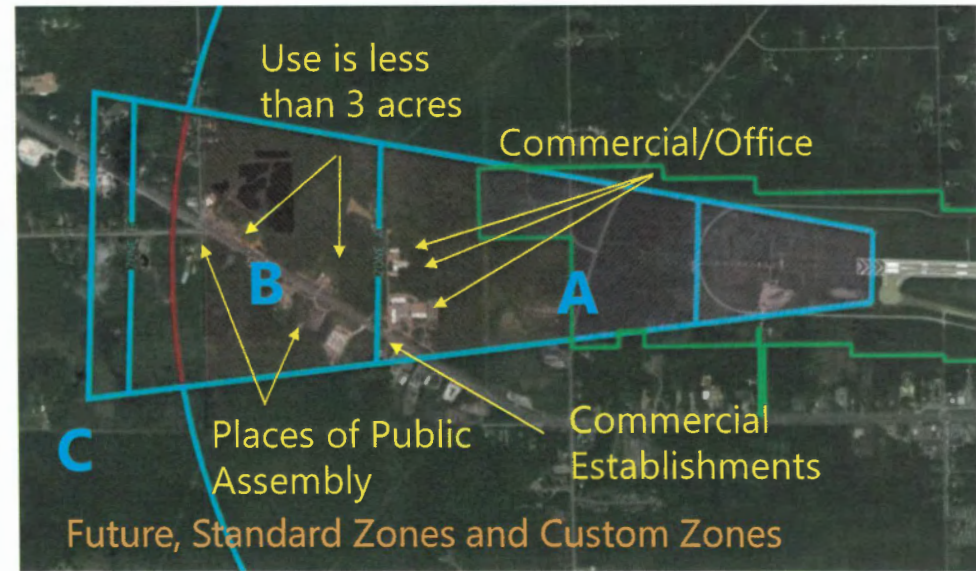
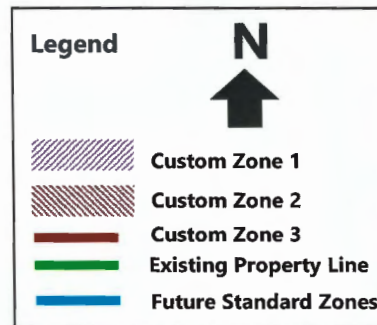
Future, Custom Zones and Parcels Impacted



Acceptability Criteria

- » No buildings or structures in Zone 1
- » Social impact of relocating places of public assembly in Zone 2 too high
- » Economic impact of relocating commercial establishments in Zone 2 too high

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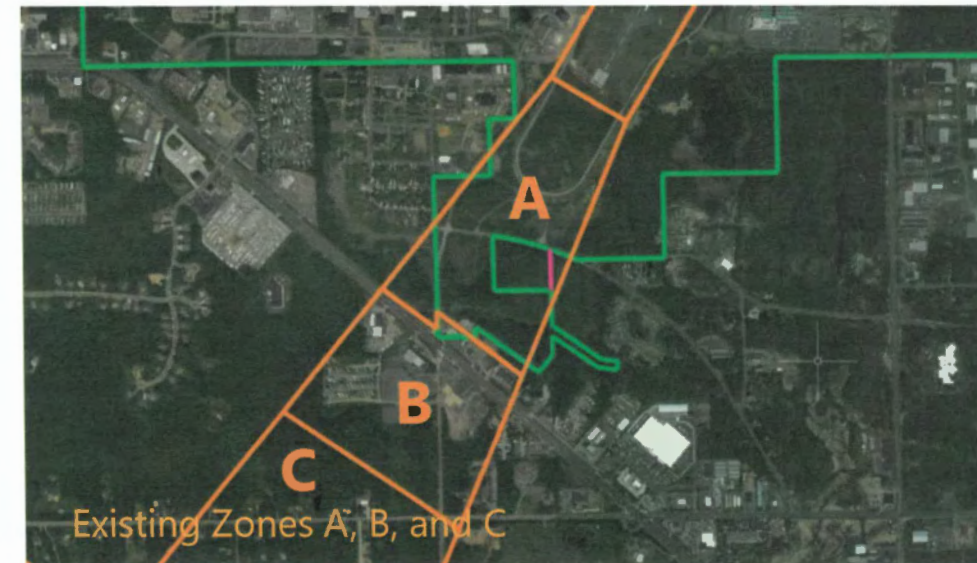
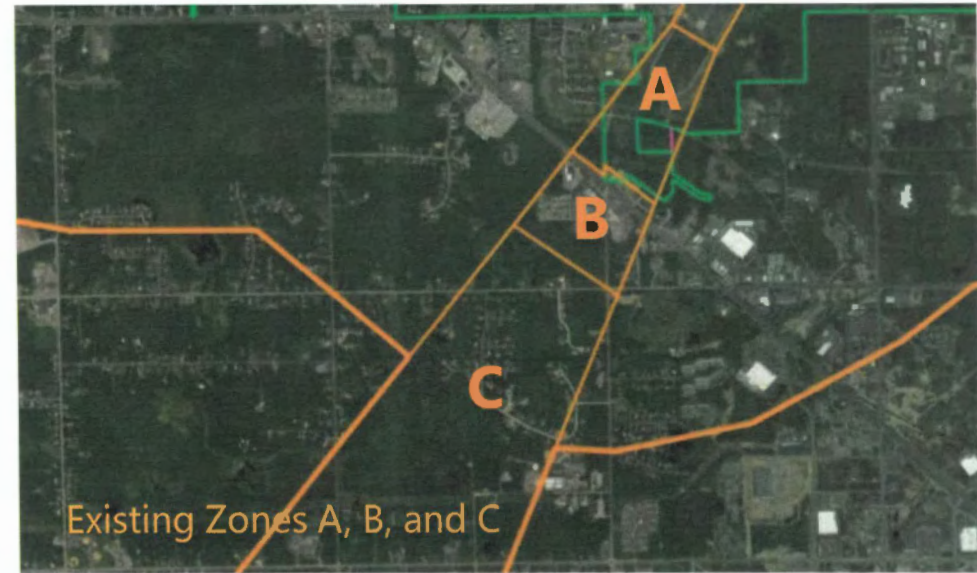




Runway 3

Existing Conditions

- » Compliant
 - Vulnerable population
 - Airport control of RPZ/Clear Zone
 - Airspace protection
 - Airport's operations
 - Planned uses



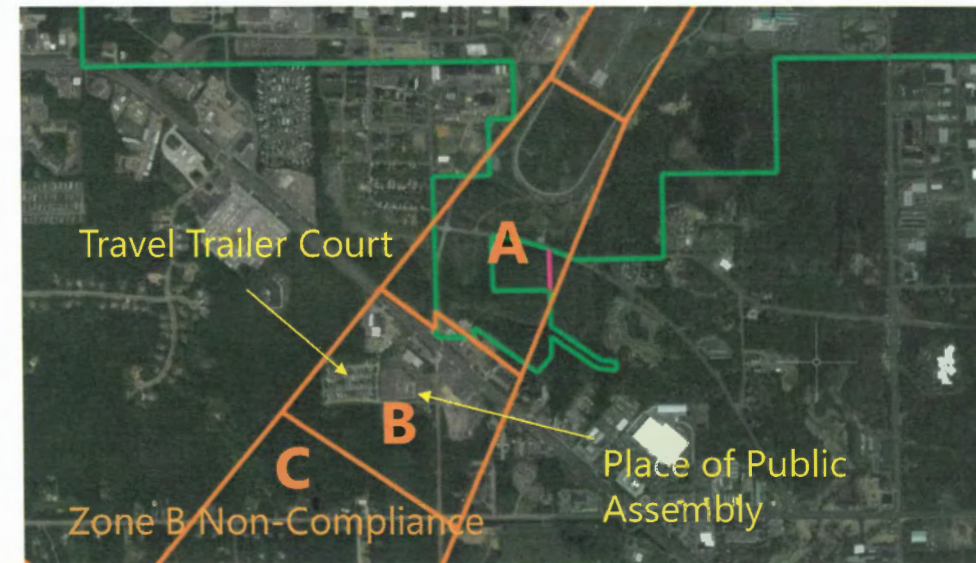
Legend

N
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- Existing Zones
- Existing Property Line
- Future Property Line

Existing Conditions

- » Non-Compliant
 - Travel trailer court in Zone B
 - Places of public assembly in Zone B



Legend

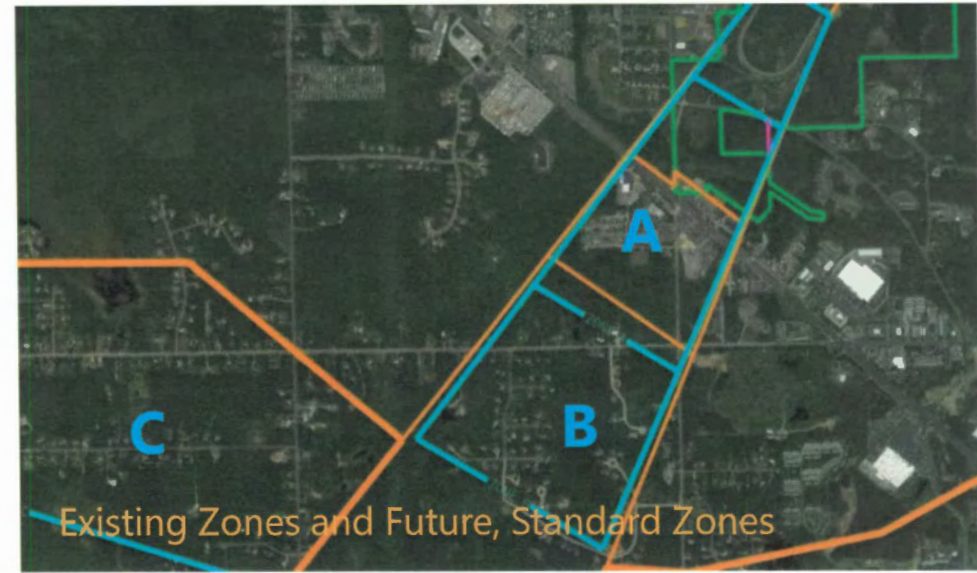
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Existing Zones
Existing Property Line
Future Property Line

Future, Standard Zones

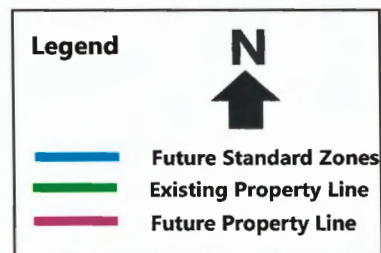
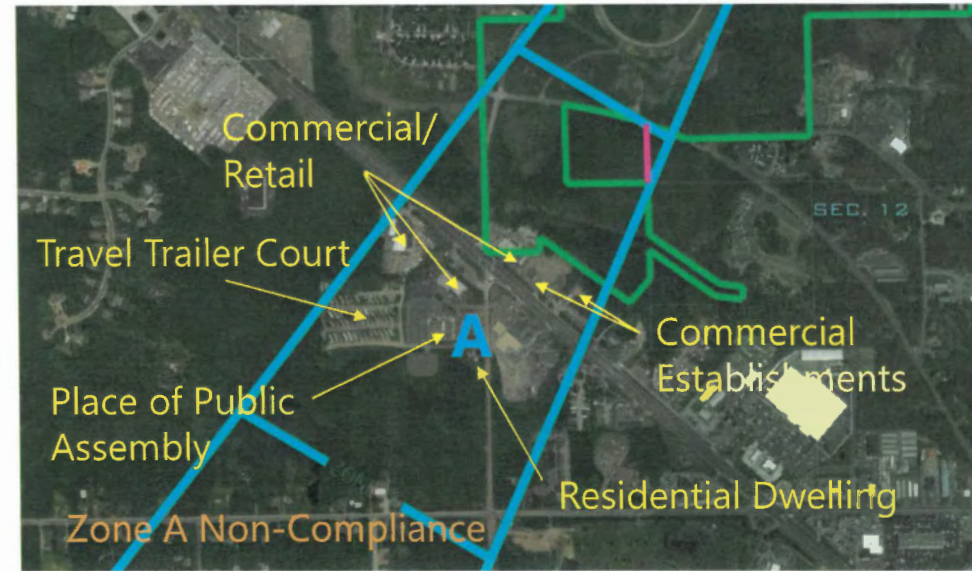
- » Compliant
 - Vulnerable population
 - Airspace protection
 - Airport control of RPZ/Clear Zone
 - Airport's operations
 - Planned uses

RS&H



Future, Standard Zones

- » Non-Compliant
 - Commercial properties in Zone A
 - Travel trailer court in Zone A
 - Places of public assembly in Zone A
 - Uses less than 3 acres in Zone B





Future, Custom Zone




Legend

N
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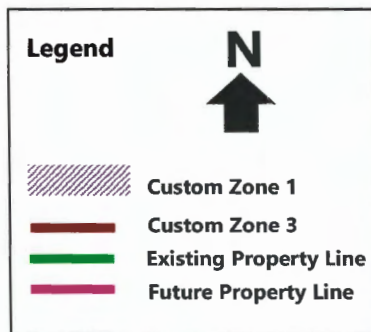
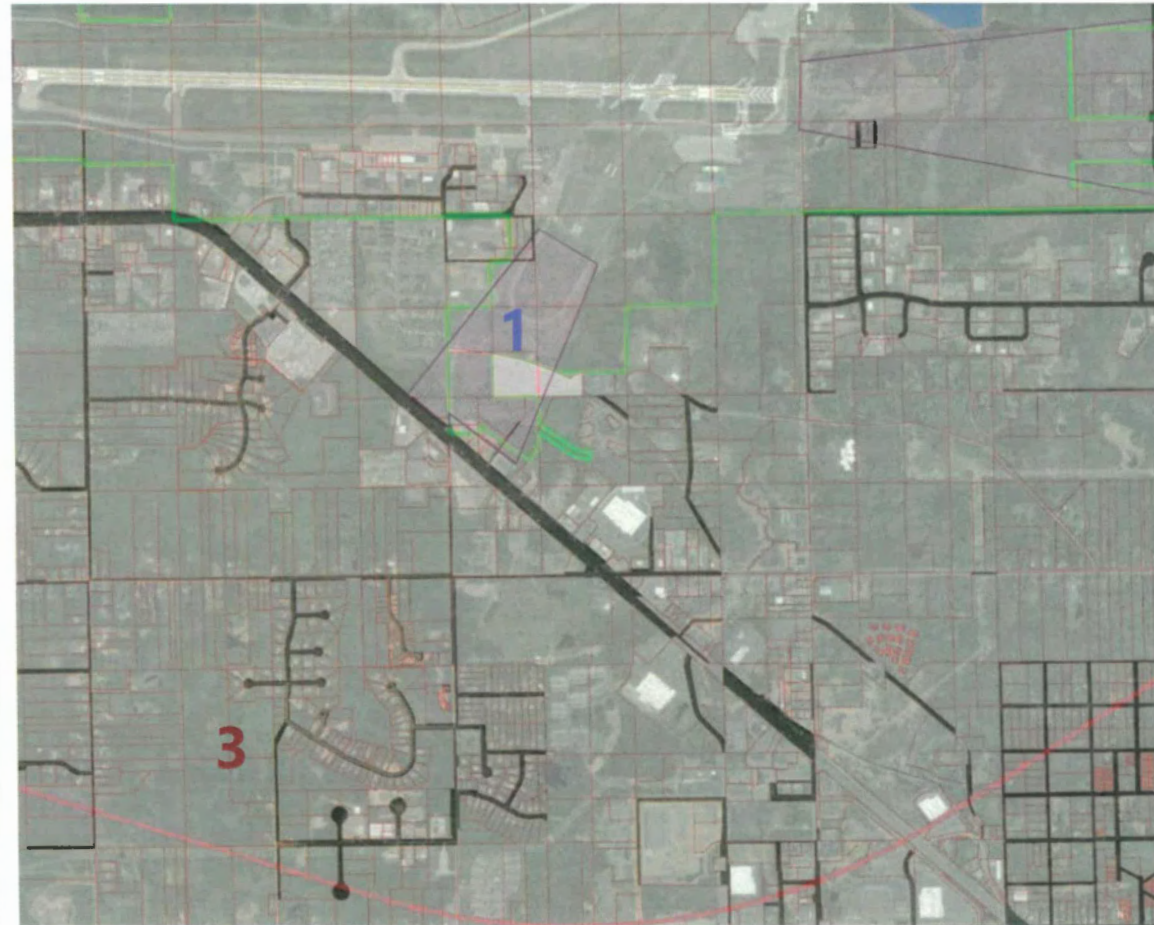
 Custom Zone 1

 Existing Property Line

 Future Property Line



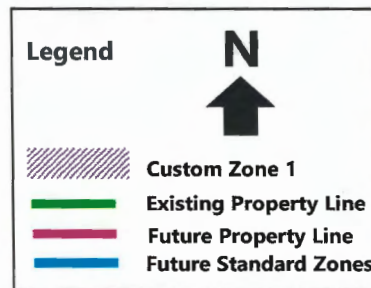
Future, Custom Zones and Parcels Impacted



Acceptability Criteria

- » No buildings or structures in Zone 1
- » Social impact of relocating places of public assembly and travel trailer court in Zone B too high
- » Economic impact of relocating commercial establishments in Zone B too high

RS&H



TO: Mayor & City Council

FROM: Kevin Orme, Finance Director



DATE: June 9, 2020

Meeting Date: 6/15/20

SUBJECT: Capital Improvement Plan

Agenda Item: 7-C

Presentation

REQUESTED ACTION

No formal action – but looking for some direction from the Council

BACKGROUND

Attached is the 2021-2025 preliminary Capital Improvement Plan. On Monday, we will request your input on the 2021 requests. Please keep in mind the final decision on the 2021 budget is several months away.

SOURCE OF FUNDS (if applicable)

n/a

ATTACHMENTS

Capital Expenditure pages for the 2021 Budget

City of Hermantown, Minnesota

Capital Improvement Plan

2021 thru 2025

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
City Hall								
Audio Visual Upgrade	AV-21-001	3	60,000					60,000
Seal Coat/Crack Fill	CH-22-001	3		20,000				20,000
HTEX 16 Exchange 2016 - Computer Server	CH-22-003	2	28,000			28,000		56,000
City Hall Total			88,000	20,000		28,000		136,000
Community Development								
Hermantown Marketplace Signs	CD-18-001	2		125,000				125,000
Hermantown Entry Column	CD-19-002	2	45,000					45,000
Munger Trail Connector	PK-18-002	2	870,000			550,000	660,000	2,080,000
Keene Creek Park Improvements	PK-18-003	3				75,000		75,000
Fichtner Fields Restructure	PK-19-001	2					435,000	435,000
Keene Creek Munger Trail Section	PK-20-2024	2	50,000					50,000
Community Development Total			965,000	125,000		625,000	1,095,000	2,810,000
Police								
Squads	PD-20-001	1	115,000	115,000	115,000	115,000	115,000	575,000
Police Total			115,000	115,000	115,000	115,000	115,000	575,000
Public Works								
New Blue Service Truck	PW&U-21-001	1	165,000					165,000
Motor Grader LEASE	PW&U-21-002	1	45,000	45,000	45,000	45,000	45,000	225,000
624 Loader w/ Plows	PW&U-21-003	1	115,000					115,000
1 Ton Plow Truck	PW&U-21-004	1		65,000				65,000
2nd GPS R12 Staff Unit	PW&U-21-006	1	24,500					24,500
Fire Hydrants on Morris Thomas Road	PW&U-21-007	1	175,000					175,000
Tandem Plow Truck	PW&U-22-001	1		140,000	125,000			265,000
Repairs and Recoat of Hwy 53 Water Tower	PW&U-22-002	1		325,000				325,000
1 Ton Truck	PW&U-22-003	1		65,000				65,000
1 Ton Dirt Service Truck	PW&U-23-001	1			85,000			85,000
Materials Storage Building	PW&U-23-002	1			450,000			450,000
Steamer Trailer	PW&U-23-003	1			52,500			52,500
Hotmix/Pothole Trailer	PW&U-23-004	1			52,500			52,500
Bobcat Toolcat w/Tracks	PW&U-23-005	1			75,000			75,000
Tracked Skidsteer	PW&U-24-001	2				66,500		66,500
Replacement of existing 12' Mower	PW&U-24-002	2				80,000		80,000
Replacement of existing roof @ PW Shop	PW&U-24-003	1				225,000		225,000
Purchase of a water truck	PW&U-24-004	1				165,000		165,000
Tandem Plow Truck	PW&U-25-001	1					275,000	275,000
Add New 624 loader to Fleet	PW&U-25-002	1					275,000	275,000
LindahI Road Bridge	STW-21-2021	2	150,000					150,000
Lift Stations	SW-17-1	2	40,000	40,000	40,000	40,000	40,000	200,000

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Public Works Total			714,500	680,000	925,000	621,500	635,000	3,576,000
Streets								
Old Hwy 2	ST-22-2020	2	219,349					219,349
Lindgren and Richard Ave	ST-23-2020	2		1,140,612				1,140,612
Lavaque Junction Rd	ST-25-2021	2	2,494,723					2,494,723
Old Midway	ST-27-2021	2			781,334			781,334
Ugstad Super Project	ST-28-2022	2		3,780,000				3,780,000
Hermantown Rd - Midway to Ugstad	ST-29-2022	2			1,581,649			1,581,649
Thompson Rd	ST-31-2022	2				486,072		486,072
Westwood Rd	ST-32-2022	2				205,614		205,614
Birch Valley Rd	ST-33-2022	2				411,229		411,229
Hermantown Rd - Hwy 2 Midway	ST-34-2024	2			838,274			838,274
Misty Morning Drive	ST-35-2024	2					213,839	213,839
Swan Lake Rd	ST-37-2024	2	487,156					487,156
Chip Seal Projects	ST-39-2020	1	91,395	76,345	173,695	152,977	161,063	655,475
Lightning Dr and Thunder Chief and Getchell	ST-40-2020	1		1,864,462				1,864,462
Getchell Road	ST-41-2020	n/a					1,978,010	1,978,010
Streets Total			3,292,623	6,861,419	3,374,952	1,255,892	2,352,912	17,137,798
GRAND TOTAL			5,175,123	7,801,419	4,414,952	2,645,392	4,197,912	24,234,798

City of Hermantown, Minnesota

Capital Improvement Plan

2021 thru 2025

PROJECTS BY FUNDING SOURCE

Source	Project #	Priority	2021	2022	2023	2024	2025	Total
Assessment								
Lavaque Junction Rd	ST-25-2021	2	419,250					419,250
Old Midway	ST-27-2021	2			331,500			331,500
Hermantown Rd - Midway to Ugstad	ST-29-2022	2			429,000			429,000
Thompson Rd	ST-31-2022	2				331,500		331,500
Westwood Rd	ST-32-2022	2				87,750		87,750
Birch Valley Rd	ST-33-2022	2				156,000		156,000
Hermantown Rd - Hwy 2 Midway	ST-34-2024	2			204,750			204,750
Misty Morning Drive	ST-35-2024	2					146,250	146,250
Lightning Dr and Thunder Chief and Getchell	ST-40-2020	1		165,750				165,750
Getchell Road	ST-41-2020	n/a					195,000	195,000
Assessment Total			419,250	165,750	965,250	575,250	341,250	2,466,750
Bonds General Fund								
Old Hwy 2	ST-22-2020	2	197,414					197,414
Lindgren and Richard Ave	ST-23-2020	2		655,459				655,459
Lavaque Junction Rd	ST-25-2021	2	1,655,247					1,655,247
Old Midway	ST-27-2021	2			449,834			449,834
Hermantown Rd - Midway to Ugstad	ST-29-2022	2			1,152,649			1,152,649
Thompson Rd	ST-31-2022	2				154,572		154,572
Westwood Rd	ST-32-2022	2				117,864		117,864
Birch Valley Rd	ST-33-2022	2				255,229		255,229
Hermantown Rd - Hwy 2 Midway	ST-34-2024	2			633,524			633,524
Misty Morning Drive	ST-35-2024	2					67,589	67,589
Chip Seal Projects	ST-39-2020	1	91,395	76,345	173,695	152,977	161,063	655,475
Lightning Dr and Thunder Chief and Getchell	ST-40-2020	1		1,512,266				1,512,266
Getchell Road	ST-41-2020	n/a					1,585,209	1,585,209
Bonds General Fund Total			1,944,056	2,244,070	2,409,702	680,642	1,813,861	9,092,331
Cable								
Audio Visual Upgrade	AV-21-001	3	60,000					60,000
Cable Total			60,000					60,000
General Fund								
HTEX 16 Exchange 2016 - Computer Server	CH-22-003	2	28,000			28,000		56,000
Squads	PD-20-001	1	115,000	115,000	115,000	115,000	115,000	575,000
New Blue Service Truck	PW&U-21-001	1	25,000					25,000
Motor Grader LEASE	PW&U-21-002	1	45,000	45,000	45,000	45,000	45,000	225,000
624 Loader w/ Plows	PW&U-21-003	1	69,000					69,000
1 Ton Plow Truck	PW&U-21-004	1		30,000				30,000
2nd GPS R12 Staff Unit	PW&U-21-006	1	6,125					6,125

Source	Project #	Priority	2021	2022	2023	2024	2025	Total
Tandem Plow Truck	PW&U-22-001	1		140,000	125,000			265,000
1 Ton Truck	PW&U-22-003	1		30,000				30,000
1 Ton Dirt Service Truck	PW&U-23-001	1			45,000			45,000
Materials Storage Building	PW&U-23-002	1			75,000			75,000
Hotmix/Pothole Trailer	PW&U-23-004	1			52,500			52,500
Bobcat Toolcat w/Tracks	PW&U-23-005	1			75,000			75,000
Tracked Skidsteer	PW&U-24-001	2				66,500		66,500
Replacement of existing 12' Mower	PW&U-24-002	2				80,000		80,000
Replacement of existing roof @ PW Shop	PW&U-24-003	1				225,000		225,000
Purchase of a water truck	PW&U-24-004	1				82,500		82,500
Tandem Plow Truck	PW&U-25-001	1					275,000	275,000
Add New 624 loader to Fleet	PW&U-25-002	1					175,000	175,000
General Fund Total			288,125	360,000	532,500	642,000	610,000	2,432,625

GMRPTC Grant

Munger Trail Connector	PK-18-002	2	820,000			500,000		1,320,000
GMRPTC Grant Total			820,000			500,000		1,320,000

HEDA

Hermantown Marketplace Signs	CD-18-001	2		125,000				125,000
Hermantown Entry Column	CD-19-002	2	45,000					45,000
HEDA Total			45,000	125,000				170,000

Municipal Building Reserve

Seal Coat/Crack Fill	CH-22-001	3		20,000				20,000
Municipal Building Reserve Total				20,000				20,000

Park Dedication Fund

Munger Trail Connector	PK-18-002	2	50,000			50,000	60,000	160,000
Keene Creek Park Improvements	PK-18-003	3				50,000		50,000
Fichtner Fields Restructure	PK-19-001	2					435,000	435,000
Keene Creek Munger Trail Section	PK-20-2024	2	50,000					50,000
Park Dedication Fund Total			100,000			100,000	495,000	695,000

Sales Tax

Repairs and Recoat of Hwy 53 Water Tower	PW&U-22-002	1		325,000				325,000
Lindgren and Richard Ave	ST-23-2020	2		200,000				200,000
Lavaque Junction Rd	ST-25-2021	2	200,000					200,000
Sales Tax Total			200,000	525,000				725,000

Sewer Fund

New Blue Service Truck	PW&U-21-001	1	70,000					70,000
624 Loader w/ Plows	PW&U-21-003	1	23,000					23,000
1 Ton Plow Truck	PW&U-21-004	1		17,500				17,500
2nd GPS R12 Staff Unit	PW&U-21-006	1	6,125					6,125
1 Ton Truck	PW&U-22-003	1		17,500				17,500

Source	Project #	Priority	2021	2022	2023	2024	2025	Total
1 Ton Dirt Service Truck	PW&U-23-001	1			20,000			20,000
Materials Storage Building	PW&U-23-002	1			150,000			150,000
Steamer Tralier	PW&U-23-003	1			52,500			52,500
Add New 624 loader to Fleet	PW&U-25-002	1					50,000	50,000
Lift Stations	SW-17-1	2	40,000	40,000	40,000	40,000	40,000	200,000
Sewer Fund Total			139,125	75,000	262,500	40,000	90,000	606,625
State Aid - MSA								
Ugstad Super Project	ST-28-2022	2		3,780,000				3,780,000
Swan Lake Rd	ST-37-2024	2	487,156					487,156
State Aid - MSA Total			487,156	3,780,000				4,267,156
State Grants								
Keene Creek Park Improvements	PK-18-003	3				25,000		25,000
State Grants Total						25,000		25,000
Storm Water								
2nd GPS R12 Staff Unit	PW&U-21-006	1	6,125					6,125
Materials Storage Building	PW&U-23-002	1			75,000			75,000
Purchase of a water truck	PW&U-24-004	1				82,500		82,500
Old Hwy 2	ST-22-2020	2	21,935					21,935
Lindgren and Richard Ave	ST-23-2020	2		285,153				285,153
Lavaque Junction Rd	ST-25-2021	2	220,226					220,226
Lighning Dr and Thunder Chief and Getchell	ST-40-2020	1		186,446				186,446
Getchell Road	ST-41-2020	n/a					197,801	197,801
Lindahl Road Bridge	STW-21-2021	2	150,000					150,000
Storm Water Total			398,286	471,599	75,000	82,500	197,801	1,225,186
TA Grant								
Munger Trail Connector	PK-18-002	2					600,000	600,000
TA Grant Total							600,000	600,000
Water Fund								
New Blue Service Truck	PW&U-21-001	1	70,000					70,000
624 Loader w/ Plows	PW&U-21-003	1	23,000					23,000
1 Ton Plow Truck	PW&U-21-004	1		17,500				17,500
2nd GPS R12 Staff Unit	PW&U-21-006	1	6,125					6,125
Fire Hydrants on Morris Thomas Road	PW&U-21-007	1	175,000					175,000
1 Ton Truck	PW&U-22-003	1		17,500				17,500
1 Ton Dirt Service Truck	PW&U-23-001	1			20,000			20,000
Materials Storage Building	PW&U-23-002	1			150,000			150,000
Add New 624 loader to Fleet	PW&U-25-002	1					50,000	50,000
Water Fund Total			274,125	35,000	170,000		50,000	529,125
GRAND TOTAL			5,175,123	7,801,419	4,414,952	2,645,392	4,197,912	24,234,798

CITY OF HERMANTOWN
CITY COUNCIL MEETING
June 1, 2020
6:30 p.m.

MEETING CONDUCTED VIA ZOOM

Pledge of Allegiance

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

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

ABSENT:

VISITORS: 24

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 2020-92 through and including 2020-95 were read and placed on file.

Communication 2020-94 from Luke Andrus, Anytime Fitness to Mayor Wayne Boucher regarding COVID-19

Communication 2020-95 from Jason Christoff, 3760 Alexander Rd. to Mayor Wayne Boucher & City Council Members regarding 2020 Road Construction Project on Alexander Rd.

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve May 18, 2020 City Council Continuation Minutes
- B. Approve general city warrants from May 16, 2020 through May 31, 2020 in the amount of \$461,813.00

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

MOTIONS

ORDINANCES

2020-05 An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Amending Section 520, License Fees And Section 530, Licensing Procedures And Requirements

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Ordinance 2020-05, An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Amending Section 520, License Fees And Section 530, Licensing Procedures And Requirements. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher, aye. Motion carried.

RESOLUTIONS

2020-75 Resolution Approving Change Order No. 2 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449

Motion made by Councilor Schmidt, seconded by Councilor Geissler to adopt Resolution 2020-75, Resolution Approving Change Order No. 2 For Ugstad Road Lift Station Sanitary Sewer Improvement District No. 449. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

2020-76 Resolution Approving Pay Request Number 3 To George Bougalis & Sons, Co. In The Amount Of \$68,457.95

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-76, Resolution Approving Pay Request Number 3 To George Bougalis & Sons, Co. In The Amount Of \$68,457.95. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

2020-77 Resolution Approving Pay Request Number 3 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$101,408.63

Motion made by Councilor Schmidt, seconded by Councilor Peterson to adopt Resolution 2020-77, Resolution Approving Pay Request Number 3 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$101,408.63. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

2020-78 Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For 2021 Road Improvement Plan (Sundby Road & Swan Lake Road)

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Resolution 2020-78, Resolution Receiving Preliminary Engineering Report And Calling For Public Hearing For 2021 Road Improvement Plan (Sundby Road & Swan Lake Road). Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

2020-79 Resolution Approving An Extension Of The Preliminary Planned Unit Development Plan For Engwalls Redevelopment

Motion made by Councilor Peterson, seconded by Councilor Schmidt to adopt Resolution 2020-79, Resolution Approving An Extension Of The Preliminary Planned Unit Development Plan For Engwalls Redevelopment. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

2020-80 Resolution Approving Preliminary And Final Planned Unit Development For Shaine Stokke

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 2020-80, Resolution Approving Preliminary And Final Planned Unit Development For Shaine Stokke.

Shaine Stokke, 5664 St. Louis River Rd. – He is the developer and he stated his reasons for proposing this development and he will be working with the city to preserve wetlands.

The following spoke in opposition to the project. Their main concerns are that some of the lots are below the minimum lot size required for the zoning district, too many lots, increased traffic, possible well water problems for surrounding neighbors, and that the project is not a good fit for the area and if more developments like this are approved, it will threaten the small farms nearby.

Koby Wargin, 4262 Solway Rd.
Mike Miller, 5810 Maple Grove Rd.
Kathryn Kallberg, 5756 Maple Grove Rd.
Roy Kallberg, 5756 Maple Grove Rd.
Dina Marinos, 5783 Maple Grove Rd.
Jack Majaski, 5780 Maple Grove Rd.

The following spoke in favor of the project.

Mark Smith, 850 4th Ave., Proctor, MN
Ben Ehle, 5070 Willoughby Ln
Drew High, 5977 Wargin Rd.

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

2020-81 Resolution Approving Preliminary Plat, Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions

Motion made by Councilor Peterson, seconded by Councilor Schmidt to adopt Resolution 2020-81, Resolution Approving Preliminary Plat, Imposing Conditions On The Approval Of The Final Plat And Authorizing And Directing The Mayor And City Clerk To Execute Such Plat Upon The Satisfaction Of Such Conditions. Roll Call: Councilors Geissler, Nelson, Peterson, Schmidt, Mayor Boucher. Motion carried.

Motion made by Councilor Schmidt, seconded by Councilor Geissler to recess the meeting at 7:38 p.m. Motion carried.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #65910-#65945
06/01/2020 -06/14/2020

PAYROLL CHECKS

Electronic Checks - #72186-#72224 \$66,963.64

LIABILITY CHECKS

Electronic Checks - #72181-#72185 \$52,345.25

Printed Checks- #65942 \$1,103.79

PAYROLL EXPENSE TOTAL \$120,412.68

ACCOUNTS PAYABLE

Checks - #65910-65940 \$129,578.92

Checks - #65941 \$36,322.80

Checks - #65943-65945 \$619.45

Electronic Payments - #99937-99938 \$1,489.47

Check- #102 TD Ameritrade to Utility Systems of America \$101,408.63

ACCOUNTS PAYABLE TOTAL \$269,419.27

TOTAL \$389,831.95

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	1,418.49	-99938
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement	70.98	-99937
240	432510	Trunk Sewer Construction	UTILITY SYSTEMS OF AMERICA, INC.	Trunk Sewer Spur - Munger Spur	101,408.63	20102
101	411100	Council	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Class of 2020 Banner	155.00	65910
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Stokke O-308169	75.00	65911
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Sams M-308154	25.00	65911
101	431100	Street Department	ASDCO CONSTRUCTION SUPPLY	Road Fabric Loberg	425.00	65912
602	494500	Sewer Maintenance	ASDCO CONSTRUCTION SUPPLY	2in Hi Dens Foam for Lift Stat	554.00	65912
602	494500	Sewer Maintenance	BLUE RIBBON CORPORATION	Spare Transducer	1,914.13	65913
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	Sanitary Inspections	1,100.19	65914
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services	5,063.00	65915
601	494300	Water Distribution	CENTRAL PENSION FUND	Training per Contract	29.87	65916
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training per Contract	29.86	65916
101	431100	Street Department	CENTRAL PENSION FUND	Training per Contract	29.87	65916
101	431901	City Garage	CINTAS CORPORATION	Supplies	32.00	65917
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	65917
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	65917
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.77	65917
101	431901	City Garage	CINTAS CORPORATION	Supplies	13.50	65917
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.77	65917
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65917
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	65917
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2019 Audit	1,855.00	65918
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2019 Audit	397.50	65918
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2019 Audit	397.50	65918
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Set up Ipads	52.64	65919
101	419100	Community Development	CW TECHNOLOGY GROUP INC	CW Care - June	267.26	65919
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	CW Care - June	267.26	65919
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-28.49	65919
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Set up Ipads	105.27	65919
275	452200	Community Building	CW TECHNOLOGY GROUP INC	EWC- Cw Care - June	855.00	65919
101	413100	Mayor	CW TECHNOLOGY GROUP INC	CW Care - June	89.22	65919
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-85.46	65919
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Set up Ipads	105.27	65919
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-28.49	65919
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-14.24	65919
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-14.24	65919

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	CW Care - June	534.15	65919
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	CW Care - June	267.26	65919
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Set up Ipads	52.64	65919
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-28.49	65919
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Set up Ipads	105.27	65919
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Set up Ipads	105.27	65919
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	CW Care - June	1,958.53	65919
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-113.95	65919
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	CW Care - June	89.22	65919
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Backup Protect Cloud - June	558.00	65919
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Set up Ipads	315.80	65919
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Set up Ipads	421.09	65919
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Set up Ipads-Credit	-28.49	65919
101	431100	Street Department	CW TECHNOLOGY GROUP INC	CW Care - June	356.10	65919
101	419901	City Hall & Police Building Maintenance	DALCO	Restroom Supplies	67.97	65920
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Door Repair -PD	120.00	65921
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Video Inspect Portland RIP	2,000.00	65922
101	419100	Community Development	HERMANTOWN STAR LLC	PH - P&Z Stokke	74.25	65923
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	Air Handling System Belts	24.82	65924
240	432510	Trunk Sewer Construction	KALLOS, DONALD AND OLIVIA	Sect 24 Sewer Easemt 4775 Ande	1,500.00	65925
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet - CH	372.50	65926
601	494400	Water Administration and General	MEDIACOM	Internet - PW	41.38	65926
601	494400	Water Administration and General	MEDIACOM	Phone - PW	8.71	65926
275	452200	Community Building	MEDIACOM	EWC - Line for elevator	92.51	65926
101	431100	Street Department	MEDIACOM	Internet - PW	103.45	65926
602	494900	Sewer Administration and General	MEDIACOM	Phone - PW	13.07	65926
101	431100	Street Department	MEDIACOM	Phone - PW	21.79	65926
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone- FD	40.98	65926
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet - FD	93.13	65926
602	494900	Sewer Administration and General	MEDIACOM	Internet - PW	62.07	65926
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone- CH	163.92	65926
101	419901	City Hall & Police Building Maintenance	MENARD INC	Acrylic Sheets- Shield/Divider	53.96	65927
101	452200	Community Building	MENARD INC	Toilet and sink repair -old CH	22.24	65927
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,377.00	65928
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas - PW	143.14	65929
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas - Old CH	29.34	65929
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas - Old CH	264.07	65929

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas - PW	125.24	65929
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas - PW	89.46	65929
411	419100	Community Development	MN POLLUTION CONTROL AGENCY	EWC-Petroleum Brownfields Reim	187.50	65930
411	419100	Community Development	MN POLLUTION CONTROL AGENCY	EWC-VIC Reimbursements	187.50	65930
101	452100	Parks	MTI DISTRIBUTING, INC.	Sprinkler Parts-Nozzles-Valve	243.00	65931
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Prescreening board mtg	195.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	P& R Properties	325.00	65932
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Okerstrom Rd Culvert Replace	715.00	65932
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Swan Lake rd & Bridge	3,350.00	65932
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Alexander,Johnson,Carlson,Port	1,950.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Clear Vision	65.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Titan Development Punch list	32.50	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	P& R Properties	760.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	ATK Storage	585.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Kuklis Lavaque Sanitary	65.00	65932
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	qty 2- 4 square meetings	390.00	65932
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trk Sew spur 24	10,275.00	65932
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lavaque Junction Rd	1,690.00	65932
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Rose Rd Warranty Claim	65.00	65932
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lindahl rd and bridge	240.00	65932
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Platinum Properties	552.50	65932
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Update MSA Spreadsheet	32.50	65932
101	416100	City Attorney	OVEROM LAW, PLLC	Okerstrom Rd Easement Acquisit	46.00	65933
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Sect 24 Em Domain/Condemn Matt	84.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	Airport Zoning Amendment	159.00	65933
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	389.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	Peyton Acres Development Matte	375.00	65933
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Don and Olivia Kallos	90.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	P&R Apartments Project	915.00	65933
475	431150	Street Improvements	OVEROM LAW, PLLC	2020 Street Project	112.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	Rose Rd Payment Dispute	140.00	65933
411	419100	Community Development	OVEROM LAW, PLLC	EWC	7,616.50	65933
603	441100	Storm Water	OVEROM LAW, PLLC	2019 Okerstrom Rd Culverts	49.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	Clear Vision Development	435.00	65933
602	432550	Sewer Lift Stations	OVEROM LAW, PLLC	Ugstad Rd Lift Station	42.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	Talago/Bullyan Matters	68.00	65933
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	65933

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
603	441100	Storm Water	OVEROM LAW, PLLC	Culvert Policy	21.00	65933
101	416100	City Attorney	OVEROM LAW, PLLC	COVID -19 Issues	210.50	65933
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Sale of Ethan Allen Bldg	1,305.50	65933
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals	21.00	65933
230	465100	HEDA	OVEROM LAW, PLLC	Peterson/Paulson Marketplace D	647.00	65933
101	416100	City Attorney	OVEROM LAW, PLLC	Lease w/Perform Dev Group Ltd	256.00	65933
101	419100	Community Development	OVEROM LAW, PLLC	ATK Matters	196.00	65933
101	421100	Police Administration	SAM'S CLUB DIRECT	Misc Supplies - PD	55.96	65934
101	431100	Street Department	SAM'S CLUB DIRECT	Misc Supplies - PW	48.96	65934
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Misc Supplies - CH	221.76	65934
101	431100	Street Department	SATHERS, LLC	Class 5 & Sand- Loberg Rd	843.00	65935
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Flag Lot Subd 5227 Maple Grove	46.00	65936
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Zoning Map Ord - Rezoning	46.00	65936
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Final PUD - Pillars	46.00	65936
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease/Toshiba	167.57	65937
101	431100	Street Department	TOWMASTER	Brine Tank Parts H0	64.53	65938
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator	625.00	65939
602	494500	Sewer Maintenance	WLSSD	2019 Adjustment	2,202.00	65940
602	494500	Sewer Maintenance	WLSSD	1st Half District Wide Allocat	19,792.50	65940
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	39,826.00	65940
101	421100	Police Administration	TIM LALLY CHEVROLET, INC	Squad Car 2020 Tahoe	36,322.80	65941
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	69.98	65943
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #3	69.98	65943
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica May	124.59	65944
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	65945

Totals: 136 records printed

269,419.27

TO: Mayor & City Council

FROM: Joe Wicklund, Communications
Manager

DATE: June 3, 2020

Meeting Date: 6/15/20

SUBJECT: Performance Measures

Agenda Item: 12-A

Resolution 2020-82



REQUESTED ACTION

Adopt resolution for Performance Measures and implement a minimum of ten performance measures

BACKGROUND

In 2010, the State Legislature created the Council on Local Results and Innovation and developed a standard set of performance measures that will aid residents, taxpayers and state and local elected officials in determining the efficiency of local services. As of 2018, cities that choose to participate are eligible for a \$0.14 per capita in local government aid (LGA), not to exceed \$25,000 and are also exempt from levy limits under Minnesota statutes sections 275.70 to 275.74 for taxes payable in the following calendar year.

The original Resolution 2018-60 was passed in 2018. Each year going forward, a new Resolution needs to be passed and along with survey results, submitted to Office of State Auditor.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

2019 Community Survey Overview

Resolution No. 2020-82

RESOLUTION ADOPTING PERFORMANCE MEASURES

WHEREAS, in 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, the Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, benefits to the City of Hermantown are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, the City of Hermantown has adopted and implemented at least ten of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW, THEREFORE, BE RESOLVED that the City of Hermantown will report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, the City of Hermantown will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WEREUPON, such resolution was declared duly passed and adopted June 15, 2020.

City of Hermantown

2019 Community Survey Overview

2018



2019

96%	Agree Hermantown is a safe city	95%
77%	Agree fire protection is good/excellent	84%
62%	Agree city services is good/excellent	76%
76%	Agree the overall appearance of Hermantown good/excellent	81%



Condition of streets is good/excellent

2018 2019
42% 43%



Quality of snowplowing is good/excellent

2018 2019
65% 74%



Quality of water supply is good/excellent

2018 2019
65% 68%



Quality of sanitary service is good/excellent

2018 2019
58% 67%



Quality of parks and trails is good/excellent

2018 2019
38% 54%

Changes in Taxable Market Value

Assessor's Estimated Market Value	Assessor's Taxable Market Value	Net Tax Capacity	Taxable Net Tax Capacity	% Change in Tax Net Capacity
\$1,187,219,200	1,138,860,858	14,286,209	14,180,025	5.79%

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



DATE: June 10, 2020 **Meeting Date:** 6/15/20

SUBJECT: Feasibility Study – 2021 Road **Agenda Item: 12-B** **Resolution 2020-83**
Improvement Program –
Lavaque Junction Road

REQUESTED ACTION

Accept the Preliminary Feasibility Report for the 2021 Road Improvements for Lavaque Junction Road and call for the Public Hearing for August 17, 2020.

BACKGROUND

On May 18, 2020, the City directed the City Engineer to prepare the feasibility report for the road improvements. The completed report is attached.

This report addresses in a more specific way the improvements that are needed and a more detailed cost estimate. It is recommended that the City Council accept the report and hold a public hearing on the project on August 17, 2020 to get resident feedback on the project. Residents will be asked to contribute toward the cost through special assessments.

On July 15, 2020, City staff will hold a public information meeting regarding this project and residents from Lavaque Junction Road will be specifically invited to this meeting. The meeting will be done in person and via Zoom as this is one of the streets planned for improvements in 2021.

A chart showing all of the various steps in the process is attached.

SOURCE OF FUNDS (if applicable)

402-431150-550

ATTACHMENTS

Preliminary Feasibility Report
Chart

Resolution No. 2020-83

**RESOLUTION RECEIVING PRELIMINARY ENGINEERING
REPORT AND CALLING FOR PUBLIC HEARING FOR 2021 ROAD IMPROVEMENT PLAN
(LAVAQUE JUNCTION ROAD)**

WHEREAS, pursuant to Resolution 2020-74 of the Council adopted on May 18, 2020 a preliminary engineering report (“Report”) has been prepared by Northland Consulting Engineers, LLP with reference to the Road Improvement Plan (“Project”) and this Report was received by the Council on June 9, 2020; and

WHEREAS, the City Council has been advised by Northland Consulting Engineers, LLP, the consulting engineer for such project in the Report that the Project is feasible and should best be made as proposed; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown that further consideration be given to the construction of Road Improvement Plan in the City of Hermantown; and

WHEREAS, Chapter 429 of the Minnesota Statutes provides that no such improvement shall be made until the City Council shall have a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating the time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed in accordance with the law.

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

1. The Council will consider the improvement of such road in accordance with the Report and the assessment abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$2,551,066.92
2. A public hearing on the proposed improvements will be held **August 17, 2020 at 6:30 p.m.** in the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota.
3. The notice of hearing attached hereto is approved and the City Clerk is hereby authorized and directed to cause such notice to be published twice in the official newspaper, once on **July 30, 2020** and once on **August 6, 2020**.
4. The City Clerk is further authorized and directed to mail such notice to the owner of each parcel of land within the area proposed to be assessed as described in such notice no later than **July 15, 2020**. For purpose of giving such mailed notice, owners shall be those shown to be such on the records of the St. Louis County Auditor. As to properties not listed on the records of the St. Louis County Auditor, the City Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such motion 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 June 15, 2020.

NOTICE OF PUBLIC HEARING ON
2021 ROAD IMPROVEMENT PLAN
(LAVAQUE JUNCTION ROAD)

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the Council Chambers of Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, August 17, 2020 to consider the 2021 Road Improvement Plan.

The City Council proposes to proceed in accordance with the provisions of Minnesota Statutes Chapter 429.011 to 429.111 of the Minnesota Statutes.

The area proposed to be assessed for such improvement is every piece and parcel of property benefited by such improvement, whether abutting thereon or not, based upon the benefits received by each piece and parcel.

The estimated cost of such improvement is \$2,551,066.92.

Proposed assessment: \$9,750.00 per parcel

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.

Authorized by the City Council.

Bonnie Engseth, City Clerk
City of Hermantown

CITY OF HERMANTOWN

**PRELIMINARY ENGINEERING REPORT
AND
FEASIBILITY STUDY**

Prepared: June 9, 2020

**STREET IMPROVEMENT DISTRICT #537
(LAVAQUE JUNCTION ROAD)**

NCE JOB NO. 20-8006

RECOMMENDED:

Hermantown City Engineer

06-09-2020

Date

TABLE OF CONTENTS

1. Report
2. Project Cost Estimate
3. Preliminary Plan & Exhibits

LEGAL BASIS FOR REPORT

This report is prepared pursuant to a Resolution No. 2020- 74 approved by the Hermantown City Council calling for the preparation of a preliminary engineering report, pursuant to Minnesota Statutes Section 429.031.

This report is prepared in accordance with said Section 429.031. Specifically, this report hereby advises the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement.

This report also includes the estimated cost of the improvements as recommended.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is based on the following factors:

1. The time and labor required.
2. The experience and knowledge of the preparer.
3. The complexity and novelty of the problems involved.
4. The extent of the responsibilities assumed.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is not based on a percentage of the estimated cost of the improvement.

PURPOSE

The purpose of this report is to determine the necessity, cost effectiveness, and economic feasibility for reconstruction of Lavaque Junction Road.

DISCUSSION

As part of the 2015 Citywide Road Inventory and Financial Management Plan (adopted May 2019) the City of Hermantown recognized the need to evaluate, budget and repair Lavaque Junction Road between Ugstad Road and Lavaque Road. The project includes extending the watermain approximately 1600 feet east to connect to Lavaque Road. The City's park master plan includes a multiuse trail that runs through the city from the wellness center southeast to Keene Creek Park. The multiuse trail would be constructed along approximately 1000 feet at the west end of the road.

A public information meeting will be held in August 2020.

EXISTING CONDITIONS

NCE has reviewed the road segment that is being investigated for feasibility. This review started in 2015 when the road inventory carefully reviewed the condition of each road segment in the City. Roads were ranked 1-5, with 1 being new condition and 5 being failing condition. We then developed the improvement strategies for each condition rating. These strategies include chip seal, mill & overlay, reclaim & overlay and full reconstruction. Public Works and the City Engineer, focused on the "4s & 5s" to develop a 10 Year Road Improvement Plan.

Lavaque Junction Road has a variety of underlying conditions. The western most portion of the road was in the best condition as it was rebuilt when the sanitary trunk sewer was installed in 2007. The other portions of the roadway are failing due to the close proximity of ledge rock and wood corduroy support system. The ledge rock is causing issues with differential heaving while the corduroy is no longer providing adequate support for the roadway. NCE has walked the segment of road evaluating the condition and improvements that will need to be made.

Road Condition

80% of the current road is in poor/failing condition. For the purposes of this study Lavaque Junction has been split into (4) segments based on its existing condition. Segments are listed from west to east. Segment 1 is in the best condition. Segment 1 was reconstructed when the trunk sewer was built along Lavaque Junction in 2007. The bituminous is in fair condition along this segment. Segment 2 is a narrow (20’ wide) section with failing bituminous. Segment 3 is likely failing due to the underlying bedrock while Segment 4 is likely failing due to the underlying wood corduroy. On top of the failing bituminous the ditching and driveway culverts are in need of improvement. The ditching is either overgrown or has filled in with sediment over time. Without the proper drainage the road section is holding water which expedites the deterioration of the bituminous pavement.

Existing Conditions - Street Improvement District #531				
Road Name	Road Length	Road Width	ROW Width	Road Condition
Segment 1	1,010’	22’	66’	Bituminous - Fair
Segment 2	1,695’	20’	66’	Bituminous - Poor
Segment 3	1,650’	22’	66’	Bituminous – Poor, Underlying Ledge Rock Evident
Segment 4	925’	22’	66’	Bituminous – Poor, Wood Corduroy Beneath Road



Figure 1 – Segment 1



Figure 2 – Segment 2



Figure 3 – Segment 3



Figure 4 – Segment 4

DESIGN

Road Improvements

The table below summarizes the road segments to be improved as part of the Street Improvement District.

Proposed Construction - Street Improvement District #531				
Road Name	Road Length	Road Width	ROW Width	Improvement Strategy
Segment 1	1,010'	24'	50'-66'	Reclaim & Overlay
Segment 2	1,695'	24'	50'	Full Reconstruction
Segment 3	1,650'	24'	33'-66'	Full Reconstruction
Segment 4	925'	24'	66'	Full Reconstruction

Full Reconstruction: Segment 2 and Segment 4 are proposed as full reconstruction. This will entail a 2' sub cut of existing roadway materials, removal of unsuitable soils, and a full rebuild of the 2' section:

Minimum Typical Roadway Section Full Reconstruction – Geotechnical Engineer to recommend
 4" Bituminous Pavement
 8" Class 5 Aggregate
 12" Select Granular Borrow
 Geotextile Fabric, Type 5

A full reconstruct is recommended at Segment 2 since the existing roadway is only 20' wide. Widening the roadway will require bringing in a full depth section to reduce the effect of differential heaving over time since the materials beneath existing would likely not be the same as the new roadway. Segment 4 is also recommended to have a full depth reconstruct. This is mainly due to the underlying wood corduroy support system over the wetlands. The corduroy and unsuitable soils will need to be removed prior to rebuilding the roadway.

Reclaim & Overlay: Segment 1 is proposed as a reclaim and overlay improvement. The existing bituminous (3"-4") will be reclaimed or ground up and mixed with the existing roadbed. This will add to the thickness of the road section improving the road base for the new 4" of bituminous pavement to be added on the surface (See plan sheet 2). Reclaiming the bituminous surface will raise the paved top

approximately the thickness of the existing bituminous about 3-4". This additional elevation along with improved ditching and culverts will allow the road to drain properly.

Multiuse Trail

There is a desire to connect the new Essentia Wellness Center to the multiuse trail system along the sanitary trunk sewer. The trunk sewer briefly runs parallel with Lavaque junction road before turning and heading south through the woods. The multiuse trail will primarily be following the trunk sewer. The alignment of the new multiuse trail remains up for discussion and various alternatives are being considered. It would start at the intersection with Ugstad Road and proceed east approximately 1,200 feet and connect to the multiuse trail along the trunk sewer. The city will need to acquire an easement for construction and future access to the multiuse trail.

Utility Evaluation

During the preliminary design, the project was reviewed by public works who weighed in on the condition of the water main, sanitary sewer main and culverts. The comments on each system are outlined below:

Water Main: Generally, the water main along Lavaque Junction has functioned in good condition. Currently the watermain is a dead end that extends from the water main in Ugstad Road. As part of this project it is recommended that the watermain be extended approximately 1,300 feet and connect to the main in Lavaque Road. Based on field walk through, the reason for this gap may be due to the outcropping of ledge rock.

Sanitary Sewer Main: The sanitary sewer main along Segment 1 was constructed in 2007. The sanitary main from the old lift station east to the end of the main will need to be televised to determine if spot maintenance needs to occur as part of this project. The old lift station was located near the end of segment 1.

Culverts & Ditching: The driveway culverts along the road are in poor condition. Most have a blockage or are elevated above the ditch bottom. The ditching will need to be reshaped throughout the project to allow for proper drainage to the low-lying areas along the road. Many of the culverts are also less than 1' below the driveways which means they are highly susceptible to being crushed by driveway traffic. Frost also pushes these culverts towards the surface creating cracks and humps in the driveway entrances.

There are also several centerline culverts that will need to be sized and replaced as part of the road improvements. These culverts provide similar challenges as many of them are shallow causing cracking, settling and humps in the road surface. A few of the culverts are for tributaries of Rocky Run. This may require DNR permits prior to construction.

Other Utilities: There are various other utilities know to be within the ROW of the project. Minnesota Power, Century Link, MediaCOM, and Minnesota Resource Energy all have utilities that run within the right of way. Further Gopher State One Calls and design survey will gather additional information as to location.

Site Evaluation

Further study of the underlying conditions and drainage characteristics within the right of way will need to be performed prior to final design of the plans.

Soils Investigation: It is recommended that soil borings be performed at every 400 lineal feet along the centerline of the roadway. Within segment 3 and 4 the borings are recommended to be at every 200 lineal feet. The increase in frequency is due to the assumption that ledge rock is prevalent within segment 3 and the water main will be extended in segment 4. This will allow us to achieve an accurate profile of the ledge rock along the roadway corridor.

Wetland Permitting: A wetland delineation will be required within the right of way throughout the length of the project. Various low points and stream beds exist throughout the project. If required, the project will need to mitigate any disturbed wetlands that are above and beyond the allowed wetland de minimis exemption. Credits from the wetland roadway bank may be an option.

CONCLUSION

Northland Consulting Engineers believes the improvements above are beneficial to the City of Hermantown. The improvements to roadways will be a major benefit allowing for improved travel along Lavaque Junction Road and further extending the multiuse path to reach more distant areas of the city. Below is a summary of the projected cost for the improvements to the Street Improvement District.

PROJECTED COSTS

Cost Estimates for the Street Improvement District have been developed and are attached. The estimated costs are broken down below. These costs are developed by looking at each pavement improvement strategy along each road segment along with utility repair components. See attached Project Cost Estimate.

Estimated Construction Costs:

Street Improvement District #531 – Lavaque Junction Road	\$1,653,292.00
Multiuse Trail Extension	\$180,000.00
Watermain Extension	\$155,650.00
Estimated Total Construction Costs	\$1,988,942.00
Design Engineering (8%)	\$159,115.36
Construction Engineering (8%)	\$159,115.36
Wetland Permitting	\$10,000.00
Geotechnical Evaluation	\$20,000.00
Easement Acquisition	\$10,000.00
Legal Proceedings	\$5,000.00
Contingency (10%)	\$198,894.20
Estimated Total Project Costs	\$2,551,066.92

Projected Project Funding for Construction & Soft Costs

Stormwater Utility Fund	\$220,000.00
Water Utility Fund	\$155,650.00
Assessments (40 x \$9,750)	\$390,000.00
General Levy	\$1,785,416.92
Estimated Total Project Costs	\$2,551,066.92



Lavaque Junction Road Engineer's Estimate

Date: 06/09/2020

Item No.	Spec. No.	Item Description	Unit of Measure	Estimated Quantities	Unit Price	Total Cost
1	2021.501	MOBILIZATION	LS	1	\$120,000.00	\$ 120,000.00
2	2101.505	CLEARING	ACRE	1.26	\$5,000.00	\$ 6,300.00
3	2101.505	GRUBBING	ACRE	1.26	\$5,000.00	\$ 6,300.00
4	2104.502	REMOVE SIGN	EACH	46	\$10.00	\$ 460.00
5	2104.502	REMOVE MAIL BOX SUPPORT	EACH	40	\$10.00	\$ 400.00
6	2104.503	REMOVE METAL CULVERT	LF	872	\$5.00	\$ 4,360.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	344	\$6.00	\$ 2,064.00
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	44	\$6.00	\$ 264.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	12,700	\$5.00	\$ 63,500.00
10	2105.504	GEOTEXTILE FABRIC TYPE V	SY	23,333	\$3.00	\$ 69,999.00
11	2105.507	COMMON EXCAVATION	CY	15,555	\$22.00	\$ 342,210.00
12	2105.507	MUCK EXCAVATION	CY	410	\$15.00	\$ 6,150.00
13	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	7,777	\$25.00	\$ 194,425.00
14	2211.507	AGGREGATE BASE (CV), CLASS 5	CY	3,888	\$30.00	\$ 116,640.00
15	2221.507	SHOULDER BASE AGGREGATE (CV), CLASS 5	CY	260	\$30.00	\$ 7,800.00
16	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	1,470	\$90.00	\$ 132,300.00
17	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	1,470	\$90.00	\$ 132,300.00
18	2451.507	STRUCTURE EXCAVATION, CLASS R	CY	200	\$150.00	\$ 30,000.00
19	2501.502	12IN (GS) PIPE APRON	EACH	90	\$200.00	\$ 18,000.00
20	2501.503	12IN (CAS) PIPE CULVERT	LF	1,088	\$40.00	\$ 43,520.00
21	2501.502	36IN (RC) PIPE APRON	EACH	12	\$1,500.00	\$ 18,000.00
22	2501.503	36IN (RC) PIPE CULVERT	LF	240	\$150.00	\$ 36,000.00
23	2504.602	HYDRANT	EACH	3	\$7,500.00	\$ 22,500.00
24	2504.602	6" GATE VALVE AND BOX	EACH	3	\$2,500.00	\$ 7,500.00
25	2504.602	8" GATE VALVE AND BOX	EACH	2	\$2,800.00	\$ 5,600.00
26	2504.602	MAGNETIZED TRACER BOX	EACH	5	\$350.00	\$ 1,750.00
27	2504.603	8" HDPE WATER MAIN SDR-11	LF	1,300	\$90.00	\$ 117,000.00
28	2504.603	COUPLING	EACH	1	\$150.00	\$ 150.00
29	2504.603	8"X8"X8" TEE	EACH	1	\$150.00	\$ 150.00
30	2504.603	CONNECT TO WATER MAIN	EACH	2	\$500.00	\$ 1,000.00
31	2511.507	RANDOM RIPRAP CLASS II	CY	40	\$100.00	\$ 4,000.00
32	2540.602	MAILBOX SUPPORT	EACH	40	\$250.00	\$ 10,000.00
33	2564.502	INSTALL SIGN TYPE C	EACH	6	\$300.00	\$ 1,800.00
34	2564.518	SIGN PANELS TYPE C	SF	24	\$15.00	\$ 360.00
35	2564.601	TRAFFIC CONTROL	LS	1	\$8,000.00	\$ 8,000.00
36	2573.501	STABILIZED CONSTRUCTION EXIT	LS	2	\$500.00	\$ 1,000.00
37	2573.502	STORM DRAIN INLET PROTECTION	EACH	90	\$250.00	\$ 22,500.00
38	2573.503	SILT FENCE, TYPE HI	LF	10,600	\$3.00	\$ 31,800.00
39	2573.503	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	LF	80	\$3.00	\$ 240.00
40	2574.507	COMMON TOPSOIL BORROW	CY	600	\$50.00	\$ 30,000.00
41	2574.508	FERTILIZER TYPE 1	POUNDS	600	\$5.00	\$ 3,000.00
42	2575.504	EROSION CONTROL BLANKET, CATEGORY 6	SY	9,800	\$4.00	\$ 39,200.00
43	2575.504	SOD, TYPE LAWN	SY	9,800	\$6.00	\$ 58,800.00
44	2575.508	SEED, MIXTURE 25-131	POUNDS	600	\$6.00	\$ 3,600.00
45	2575.508	HYDRAULIC BONDED FIBER MATRIX	POUNDS	3,500	\$6.00	\$ 21,000.00
46	2575.523	RAPID STABILIZATION METHOD 3	MGAL	5.0	\$5,000.00	\$ 25,000.00
47	2582.503	4" SOLID DOUBLE LINE PAINT (YELLOW)	LF	21,000	\$2.00	\$ 42,000.00
48	NA	MULTIUSE TRAIL	LF	1,200	\$150.00	\$ 180,000.00

ENGINEERS ESTIMATE \$ 1,988,942.00

CITY OF HERMANTOWN

DEPARTMENT OF PUBLIC WORKS AND UTILITIES

FEASIBILITY STUDY FOR: LAVAQUE JUNCTION ROAD STREET IMPROVEMENT DISTRICT #537

LOCATION: FROM UGSTAD ROAD TO LAVAQUE ROAD
LENGTH: 5275.42 FEET 0.999 MILES

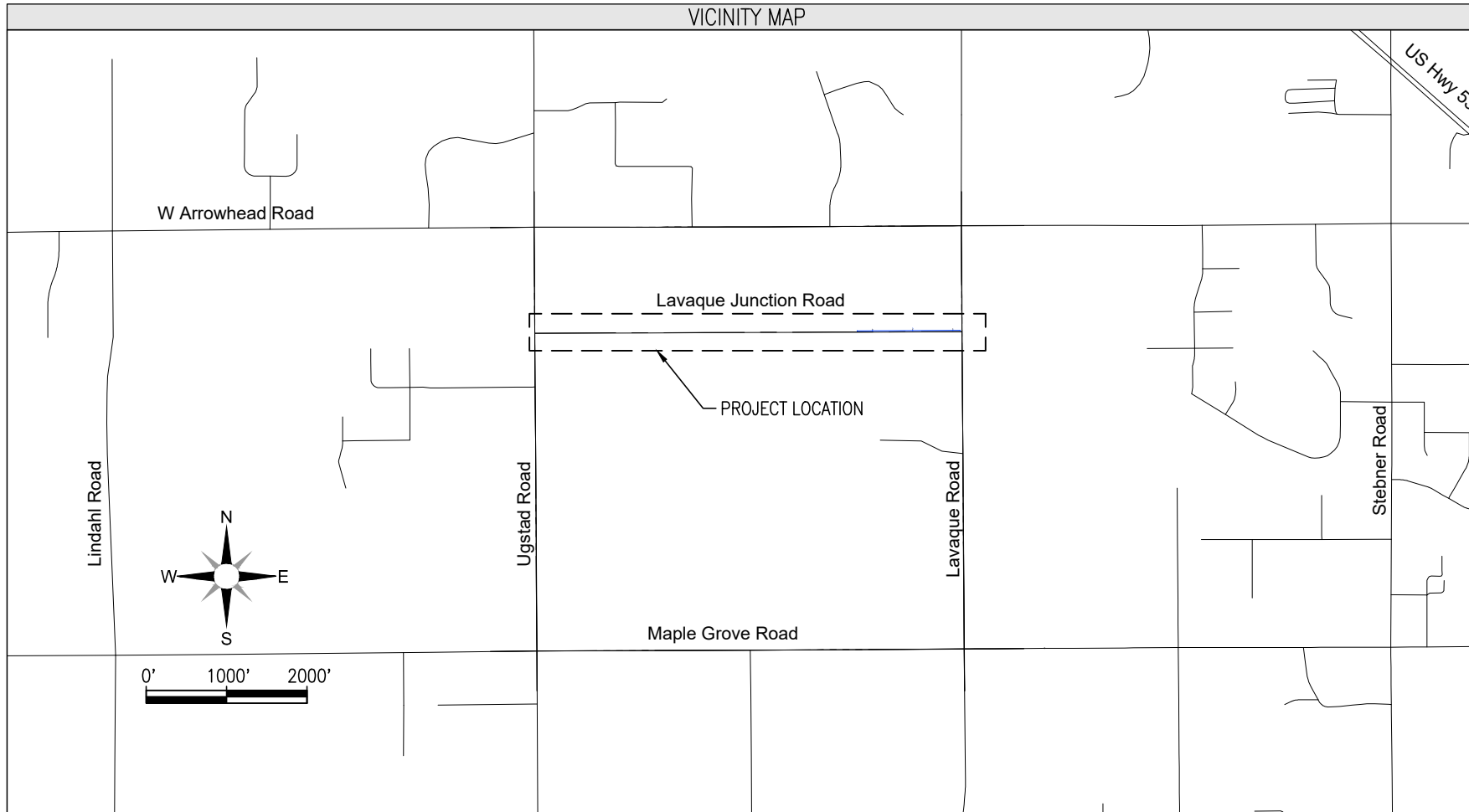


1-800-252-1166



PROJECT LOCATION
ST. LOUIS COUNTY
CITY OF HERMANTOWN

VICINITY MAP



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
SITE PROPERTY	---	---
SECTION	---	---
RIGHT OF WAY	---	---
EASEMENT	---	---
LOT	---	---
BENCHMARK	△	△
SURVEY MONUMENT	⊙	⊙ T · ✕
CENTERLINE	---	---
PAVEMENT	---	---
PAVERS	---	---
CONCRETE	---	---
SIDEWALK	---	---
GRAVEL	---	---
RIP RAP	---	---
CURB & GUTTER	---	---
CURB & GUTTER	---	N/A
STRIPING	---	---
ADA DOMES	---	---
FLAG POLE	---	---
MAIL BOX	---	---
POST	---	---
BOLLARD	---	---
PARKING METER	---	---
SIGN	---	---
CHAIN LINK FNC	---	---
BARB WIRE FNC	---	---
FNC	---	---
GUARD RAIL	---	---
VEGETATION	---	---
TREE	---	---
WETLAND	N/A	N/A
BUILDING	---	---
WALL	---	---
DOORS	---	---
OVERHANG	---	---
STOOP	---	N/A
FOOTING	---	---
DOWN DRAIN	---	---
MJR CONTOUR	500	500
MNR CONTOUR	499	499
TOP OF SLOPE	TOP	TOP
TOE OF SLOPE	TOE	TOE
DAYLIGHT FILL	F	N/A
DAYLIGHT CUT	C	N/A
FLOW LINE	---	---
OVERHEAD	OH	OH
UTILITY POLE	---	---
GUY WIRE	---	---
VALVE	---	---
UTILITY BOX	---	---
METER	---	---
CLEANOUT	---	---
STORM PIPE	---	---
STORM MH	---	---
CB - SQUARE	---	---
CB - ROUND	---	---
APRON	---	---
FORCEMAIN	FM	FM
SANITARY	---	---
SANITARY MH	---	---
WATER LINE	W	W
WATER MH	---	---
HYDRANT	---	---
WELL	---	---
GAS PIPE	G	G
GAS MH	---	---
REGULATOR	---	---
ELECTRICAL	E	E
ELEC MH	---	---
LIGHT POLE	---	---
TRANSFORMER	---	---
OUTLET	---	---
FIBER OPTIC	FO	FO
TELECOM	T	T
CABLE	CBL	CBL
COMM MH	---	---

DEFINITIONS	
ABBREVIATION	DESCRIPTION
EG	EXISTING GRADE
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
N/A	NOT AVAILABLE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENT

GOVERNING SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN. AVAILABLE AT: <http://www.dot.state.mn.us/pre-letting/spec/>
THE 2017 EDITION OF THE CITY OF HERMANTOWN STANDARD CONSTRUCTION SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY. AVAILABLE AT: GOVERNMENTAL SERVICES BUILDING

Northland
Consulting Engineers L.L.P.
Structural, Civil and Forensic Engineering Services
www.nce-engineers.com
Voice: (218) 727-5995
Fax: (218) 727-7779

**LAVAQUE JUNCTION ROAD
FEASIBILITY STUDY
BETWEEN UGSTAD RD AND LAVAQUE RD**

SHEET INDEX	
SHEET NO	DESCRIPTION
1	TITLE
2	TYPICAL SECTIONS
3	GENERAL DRAINAGE
4-8	LAVAQUE JUNCTION ROAD PLAN

---THIS PLAN CONTAINS 8 SHEETS---

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 Engineer under the laws of the State of Minnesota.
**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf
Lic. No: 40926
XX/XX/XX

CITY APPROVAL

**PRELIMINARY
NOT FOR CONSTRUCTION**

APPROVED _____ HERMANTOWN CITY ENGINEER

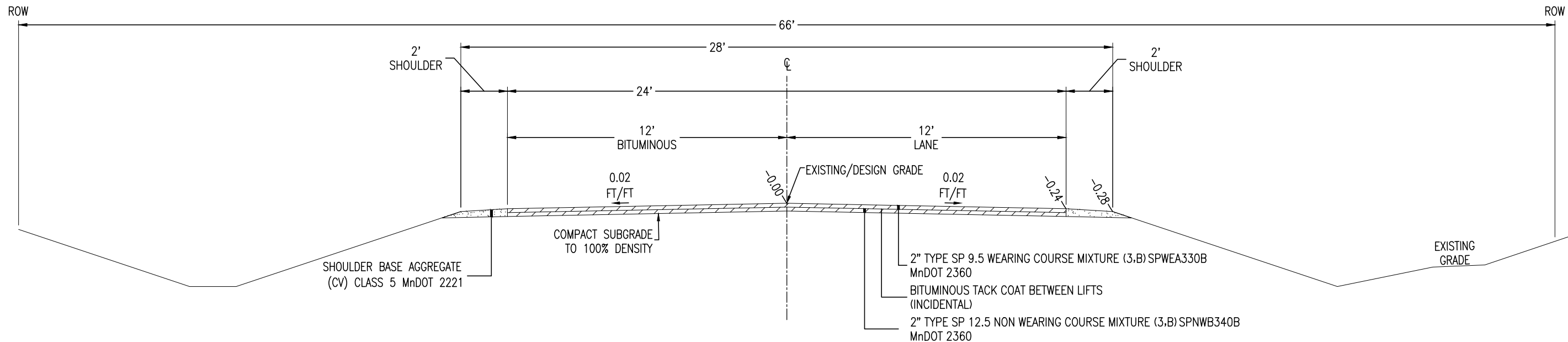
revision _____
Proj: 20-8006
Date: 06/09/20
Drawn: JFM
Checked: DGB
TITLE
Sheet Title
Sheet Number
1

TYPICAL ROADWAY SECTION RECLAIM AND OVERLAY

LAVAQUE JUNCTION ROAD
STA. 10+20.00 TO 20+30.00

THIS SIDE SHOWN
IN CUT

THIS SIDE SHOWN
IN FILL

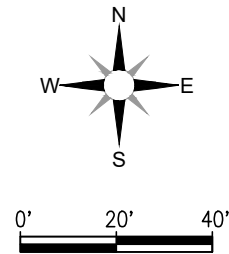
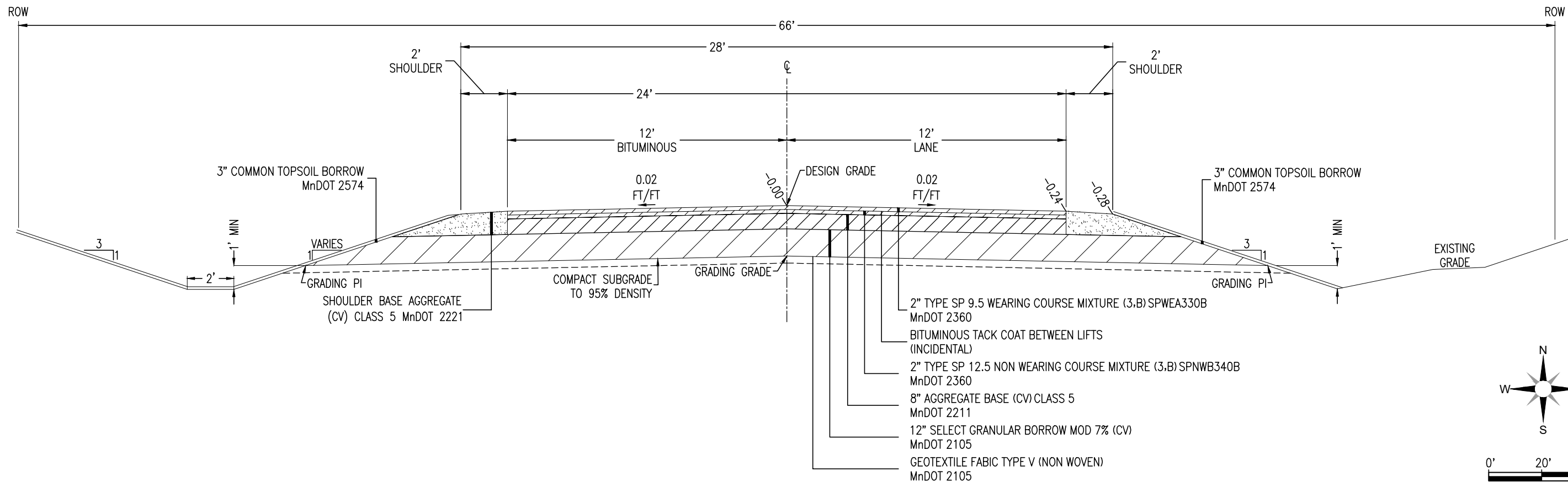


TYPICAL ROADWAY SECTION FULL RECONSTRUCTION

LAVAQUE JUNCTION ROAD
STA. 20+30.00 TO STA. 62+40.00

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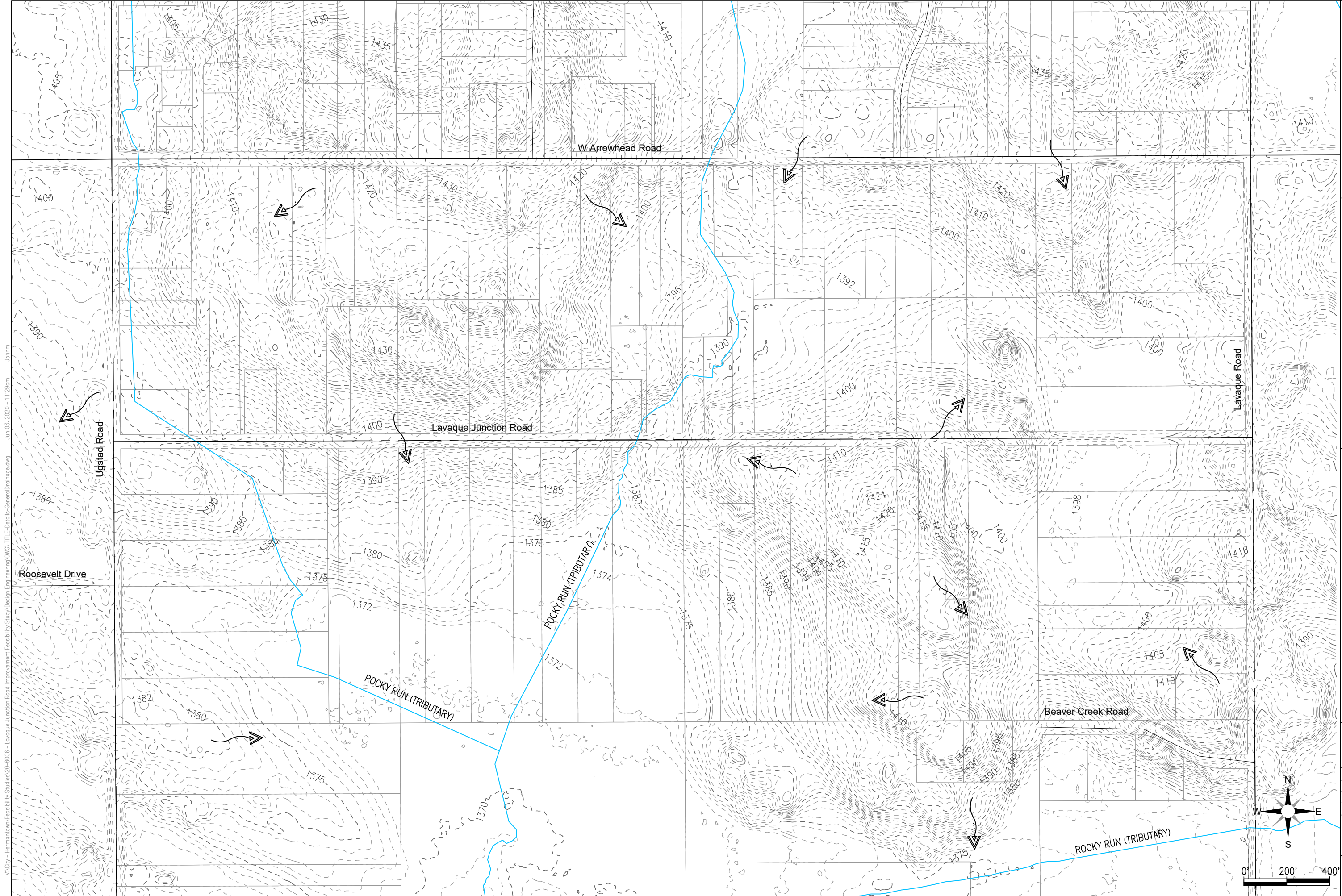
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
**PRELIMINARY
NOT FOR CONSTRUCTION**
Lic. No: 40926
Engineer: David G. Bolf

revision	
Proj: 20-8006	
Date: 06/09/20	
Drawn: JFM	
Checked: DGB	
TYPICAL SECTION	
Sheet Title	
Sheet Number	2

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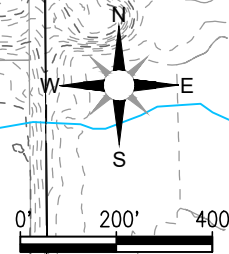


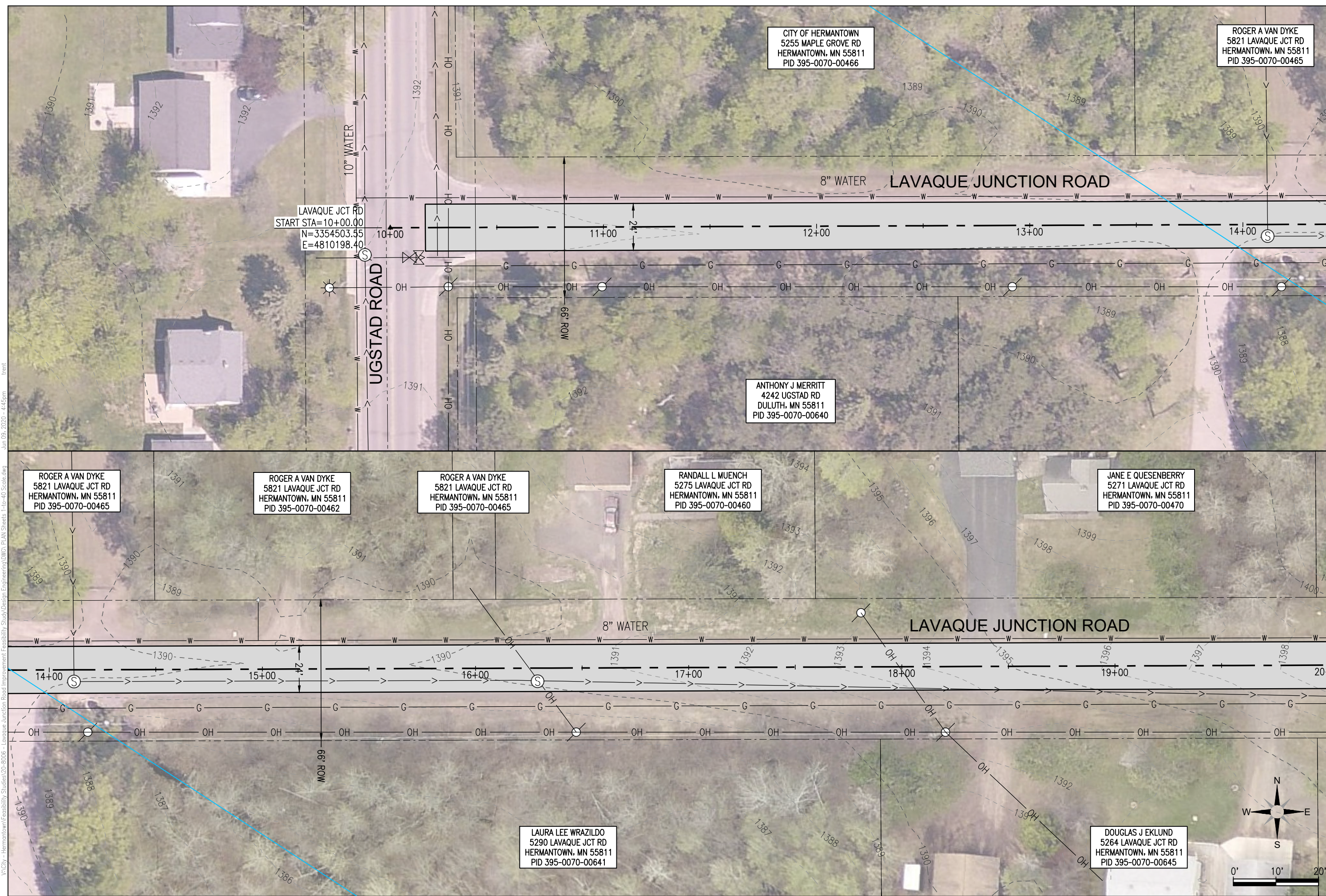
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LAVAQUE JUNCTION ROAD
FEASIBILITY STUDY
BETWEEN UGSTAD RD AND LAVAQUE RD

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 Engineer under the laws of the State of Minnesota.
PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: David G. Bolf

revision	
Proj: 20-8006	
Date: 06/03/20	
Drawn: JFM	
Checked: DGB	
GENERAL DRAINAGE	
Sheet Title	
Sheet Number	3





CITY OF HERMANTOWN
5255 MAPLE GROVE RD
HERMANTOWN, MN 55811
PID 395-0070-00466

ROGER A VAN DYKE
5821 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00465

LAVAQUE JCT RD
START STA=10+00.00
N=3354503.55
E=4810198.40

ANTHONY J MERRITT
4242 UGSTAD RD
DULUTH, MN 55811
PID 395-0070-00640

ROGER A VAN DYKE
5821 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00465

ROGER A VAN DYKE
5821 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00462

ROGER A VAN DYKE
5821 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00465

RANDALL L MUENCH
5275 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00460

JANE E QUESENBERRY
5271 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00470

LAURA LEE WRZILDO
5290 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00641

DOUGLAS J EKLUND
5264 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00645

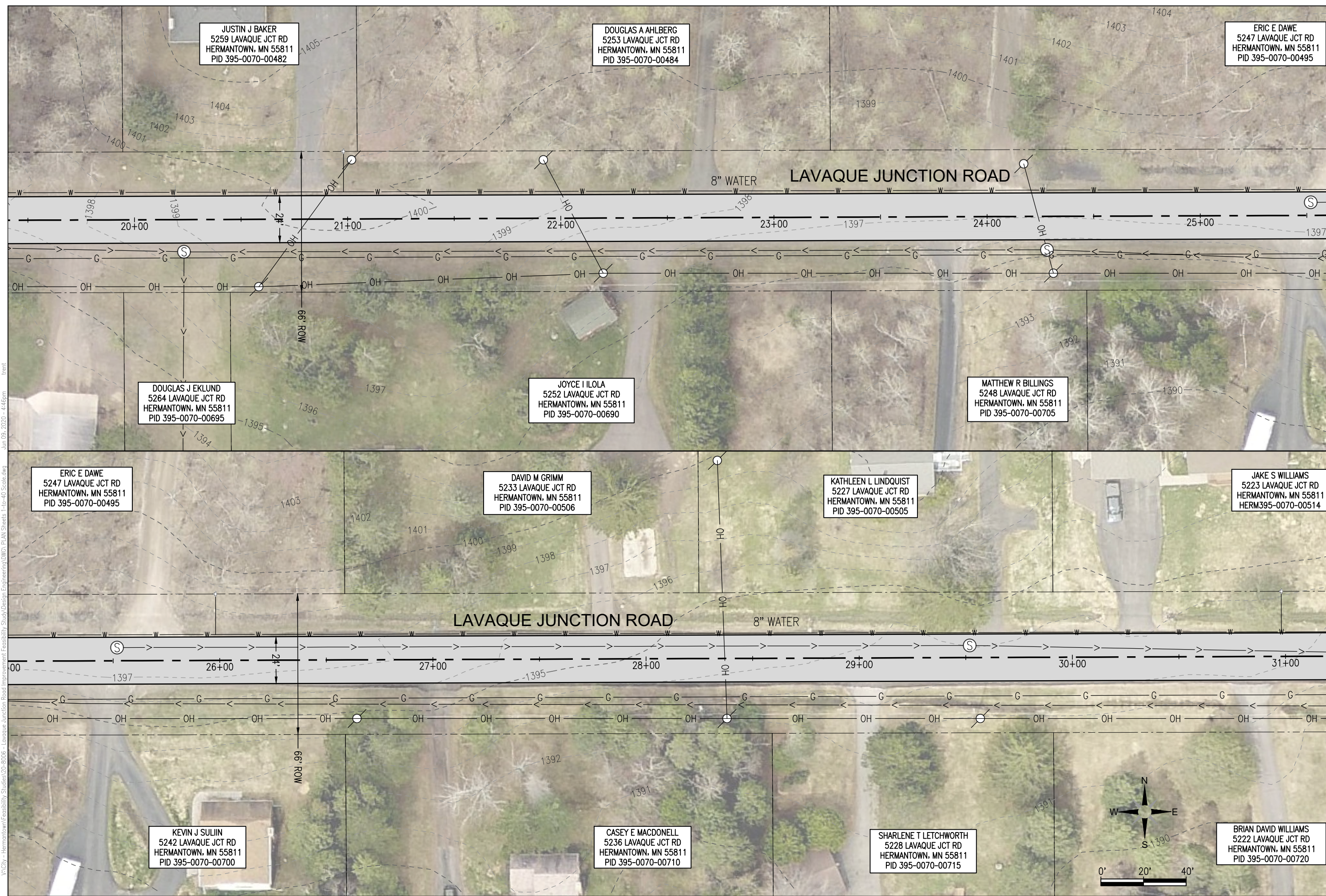


**LAVAQUE JUNCTION ROAD
FEASIBILITY STUDY
BETWEEN UGSTAD RD AND LAVAQUE RD**

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 Engineer under the laws of the State of Minnesota.
**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf
Lic. No: 40926
XX/XX/XX

revision	
Proj: 20-8006	
Date: 06/09/20	
Drawn: JFM	
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PLAN VIEW 1	
Sheet Title	
Sheet Number	4

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JUSTIN J BAKER
5259 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00482

DOUGLAS A AHLBERG
5253 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00484

ERIC E DAWE
5247 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00495

DOUGLAS J EKLUND
5264 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00695

JOYCE I ILOLA
5252 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00690

MATTHEW R BILLINGS
5248 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00705

ERIC E DAWE
5247 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00495

DAVID M GRIMM
5233 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00506

KATHLEEN L LINDQUIST
5227 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00505

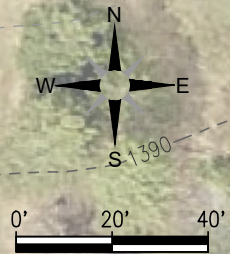
JAKE S WILLIAMS
5223 LAVAQUE JCT RD
HERMANTOWN, MN 55811
HERM395-0070-00514

KEVIN J SULIN
5242 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00700

CASEY E MACDONELL
5236 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00710

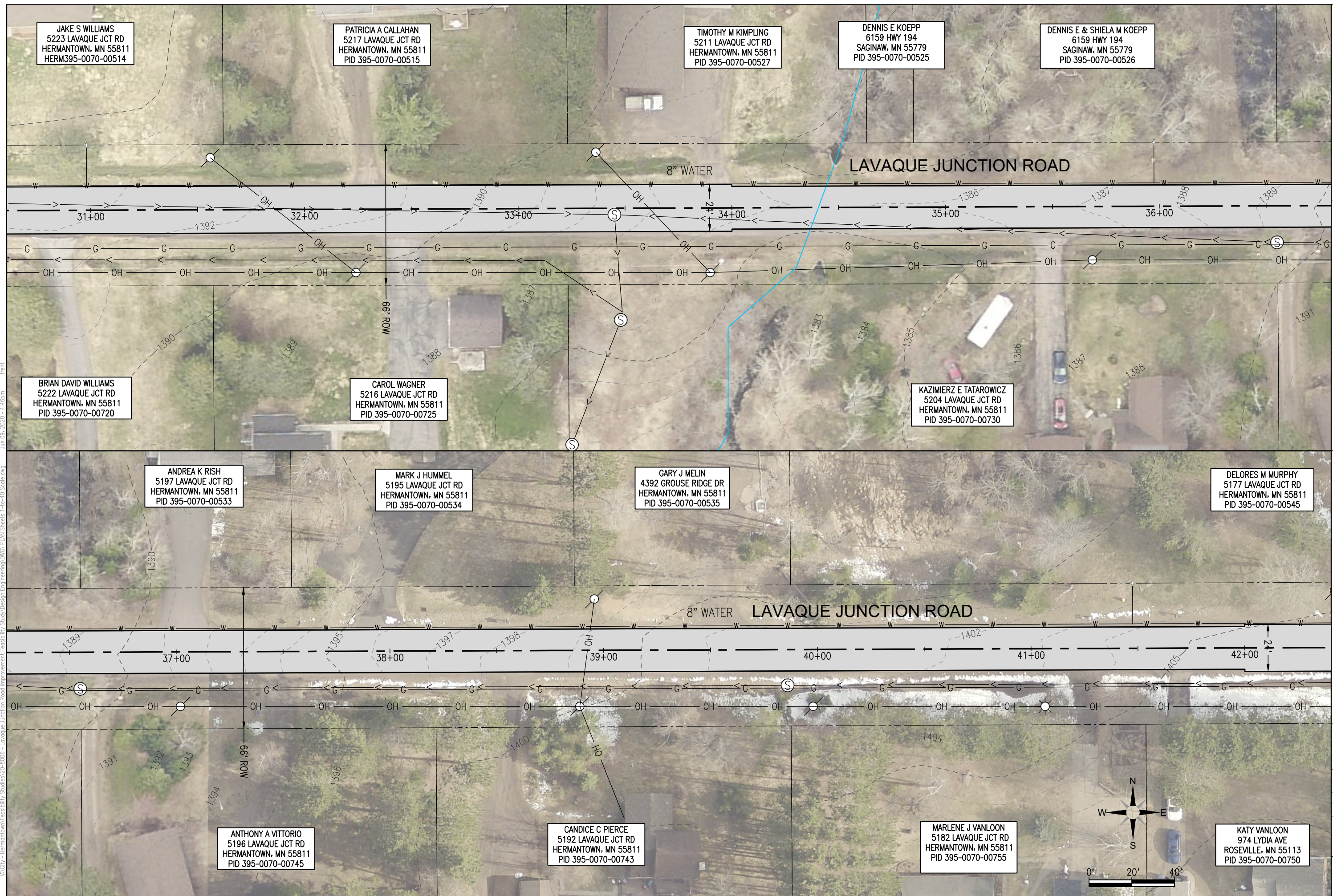
SHARLENE T LETCHWORTH
5228 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00715

BRIAN DAVID WILLIAMS
5222 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00720



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JAKE S WILLIAMS
5223 LAVAQUE JCT RD
HERMANTOWN, MN 55811
HERM395-0070-00514

PATRICIA A CALLAHAN
5217 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00515

TIMOTHY M KIMPLING
5211 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00527

DENNIS E KOEPP
6159 HWY 194
SAGINAW, MN 55779
PID 395-0070-00525

DENNIS E & SHIELA M KOEPP
6159 HWY 194
SAGINAW, MN 55779
PID 395-0070-00526

BRIAN DAVID WILLIAMS
5222 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00720

CAROL WAGNER
5216 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00725

KAZIMIERZ E TATAROWICZ
5204 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00730

ANDREA K RISH
5197 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00533

MARK J HUMMEL
5195 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00534

GARY J MELIN
4392 GROUSE RIDGE DR
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PID 395-0070-00535

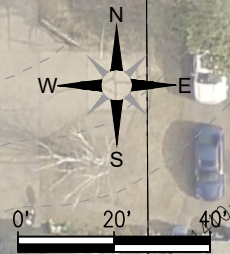
DELORES M MURPHY
5177 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00545

ANTHONY A VITTORIO
5196 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00745

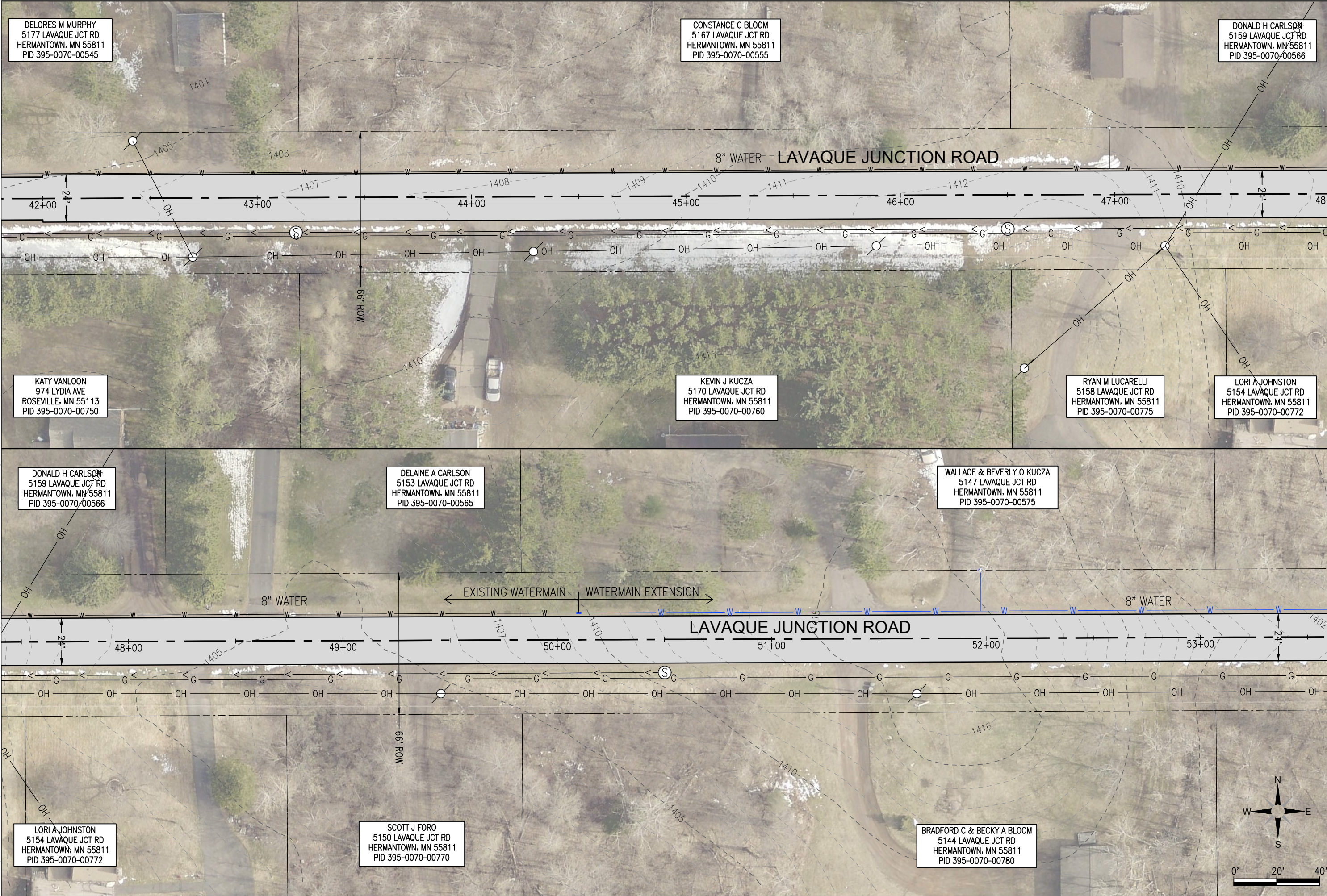
CANDICE C PIERCE
5192 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00743

MARLENE J VANLOON
5182 LAVAQUE JCT RD
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PID 395-0070-00755

KATY VANLOON
974 LYDIA AVE
ROSEVILLE, MN 55113
PID 395-0070-00750



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XX/XX/XX



DELORES M MURPHY
5177 LAVAQUE JCT RD
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PID 395-0070-00545

CONSTANCE C BLOOM
5167 LAVAQUE JCT RD
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PID 395-0070-00555

DONALD H CARLSON
5159 LAVAQUE JCT RD
HERMANTOWN, MN 55811
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974 LYDIA AVE
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KEVIN J KUCZA
5170 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00760

RYAN M LUCARELLI
5158 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00775

LORI A JOHNSTON
5154 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00772

DONALD H CARLSON
5159 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00566

DELAINE A CARLSON
5153 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00565

WALLACE & BEVERLY O KUCZA
5147 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00575

LORI A JOHNSTON
5154 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00772

SCOTT J FORO
5150 LAVAQUE JCT RD
HERMANTOWN, MN 55811
PID 395-0070-00770

BRADFORD C & BECKY A BLOOM
5144 LAVAQUE JCT RD
HERMANTOWN, MN 55811
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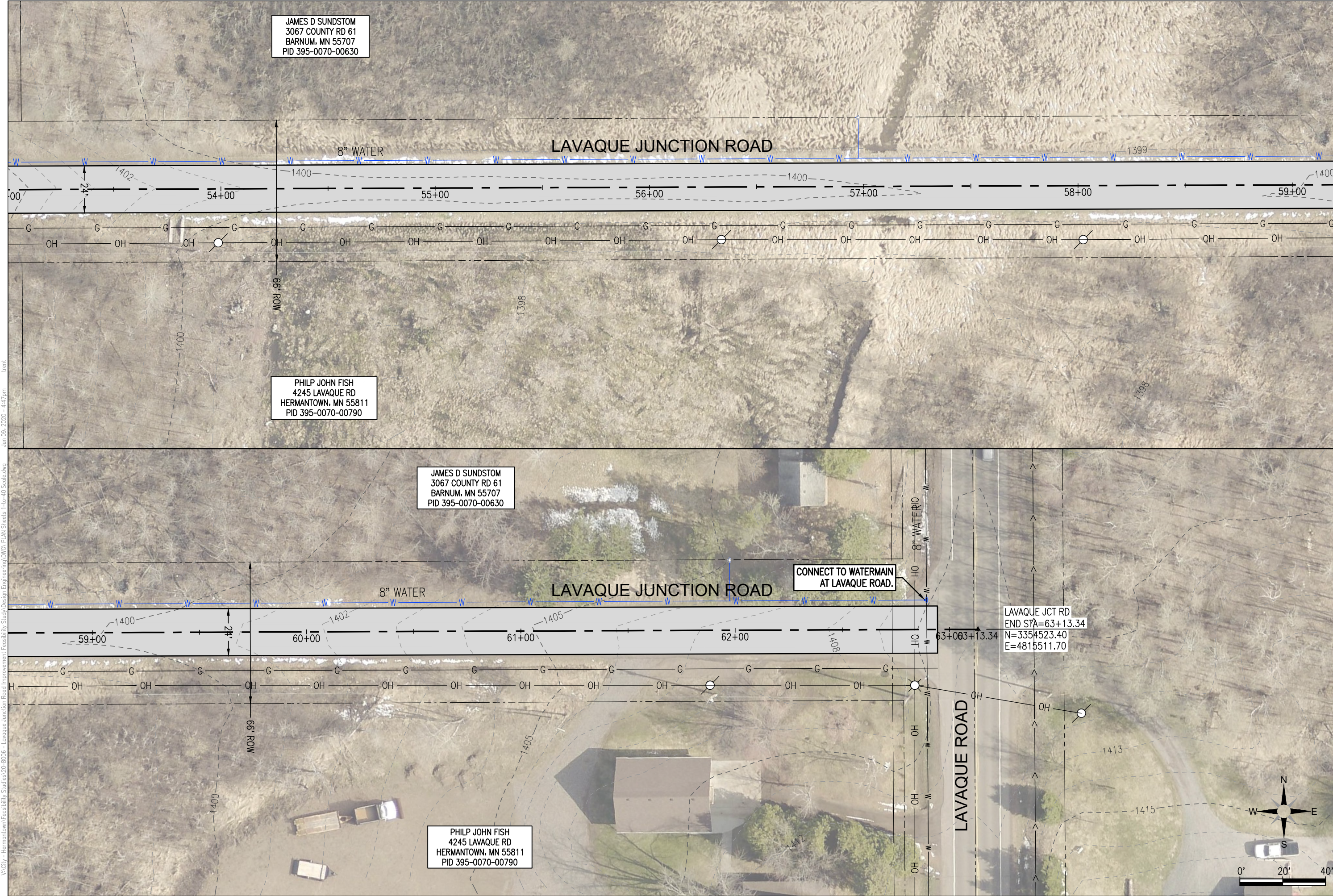
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FEASIBILITY STUDY**
BETWEEN UGSTAD RD AND LAVAQUE RD

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revision	
Proj: 20-8006	
Date: 06/09/20	
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PLAN VIEW 4	
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JAMES D SUNDSTOM
 3067 COUNTY RD 61
 BARNUM, MN 55707
 PID 395-0070-00630

PHILP JOHN FISH
 4245 LAVAQUE RD
 HERMANTOWN, MN 55811
 PID 395-0070-00790

JAMES D SUNDSTOM
 3067 COUNTY RD 61
 BARNUM, MN 55707
 PID 395-0070-00630

PHILP JOHN FISH
 4245 LAVAQUE RD
 HERMANTOWN, MN 55811
 PID 395-0070-00790

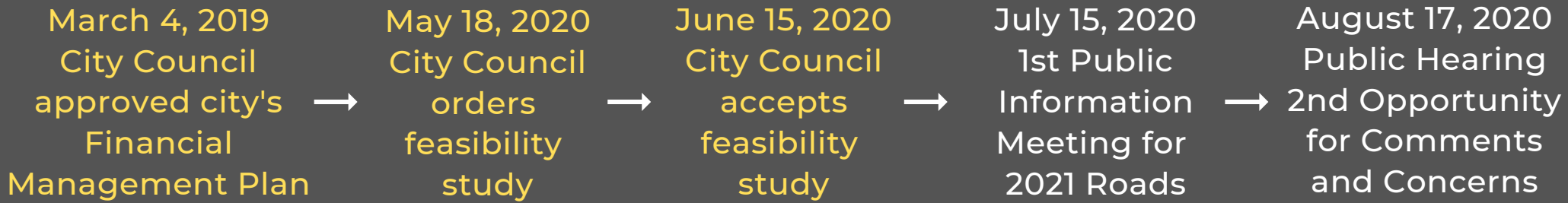


LAVAQUE JUNCTION ROAD
FEASIBILITY STUDY
BETWEEN UGSTAD RD AND LAVAQUE RD

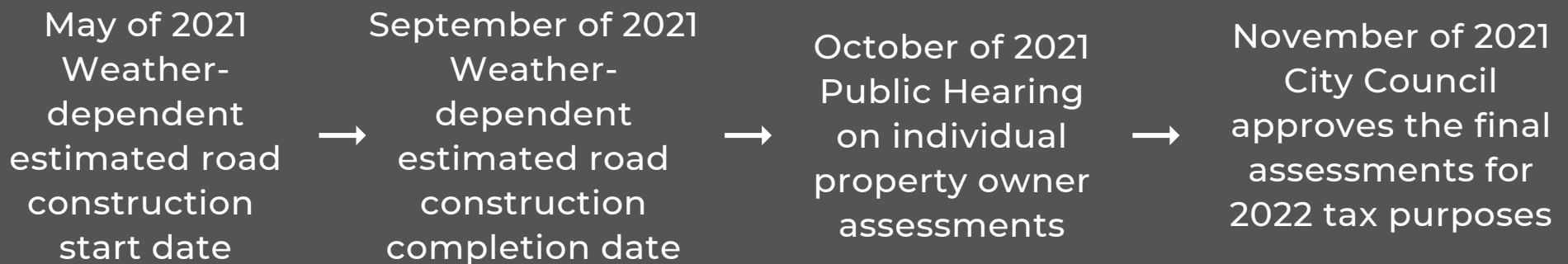
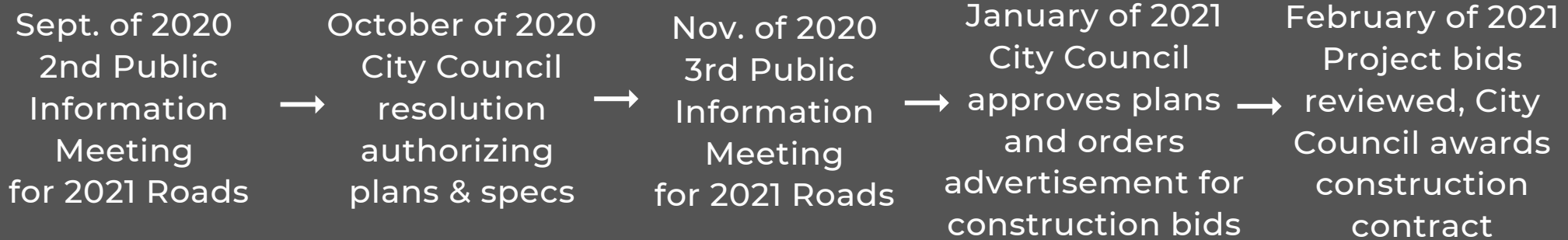
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 Lic. No: 40926
 XX/XX/XX

revision	
Proj: 20-8006	
Date: 06/09/20	
Drawn: JFM	
Checked: DGB	
PLAN	
VIEW 5	
Sheet Title	
Sheet Number	8

2021



ROAD IMPROVEMENT



Lavaque Junction



TO: Mayor & City Council

FROM: Paul Senst, Public Works
Director

DATE: June 10, 2020

Meeting Date: 6/15/20

SUBJECT: Purchase of One Ton Pickup
Truck

Agenda Item: 12-C

Resolution 2020-84



REQUESTED ACTION

Approve purchase of 2021 One-Ton Pickup from Ranger Chevrolet

BACKGROUND

As part of our 2020 Capital Improvement Plan, we had in it a one ton pickup purchase. This unit will replace Unit H26. H26 is 20 years old, has rust holes in the frame and is a safety hazard to have on the streets for plowing.

The purchase of this pickup is \$45,868.00 plus taxes and fees and is purchased through the MN State Bid process

SOURCE OF FUNDS (if applicable)

401-431100-544

ATTACHMENTS

Ranger Chevrolet Quote

Resolution No. 2020-84

RESOLUTION AWARDING CONTRACT FOR 2021 GMC SIERRA 3500HD TO RANGER CHEVROLET IN THE AMOUNT OF \$45,868.00 PLUS APPICABLE TAXES AND FEES

WHEREAS, the City of Hermantown desires to obtain a 2021 GMC Sierra 3500HD; and

WHEREAS, the one ton pickup desired by the City is available on the “State Contract;” and

WHEREAS, the 2021 GMC Sierra 3500HD will be purchased from Ranger Chevrolet; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the 2021 GMC Sierra 3500HD to Ranger Chevrolet.

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

1. Ranger Chevrolet is hereby determined to be able to provide the 2021 GMC Sierra 3500HD to the City pursuant to the State Contract.

2. The price for the 2021 GMC Sierra 3500HD is \$45,868.00 plus applicable taxes and fees in accordance with the State Contract is hereby accepted.

3. Per the CIP the funds for the payment of the 2021 GMC Sierra 3500HD will be paid from Fund No. 401 and expensed to 401-431100-544.

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 June 15, 2020.



RANGER CHEVROLET

BOB OHARA | 218-349-8955 | rwohara01@aol.com

CITY OF HERMANTOWN

Prepared For: PAUL


Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142"





RANGER CHEVROLET

BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" ( Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$39,900.00
Total Options	\$4,373.00
Vehicle Subtotal	\$44,273.00
Destination Charge	\$1,595.00
Grand Total	\$45,868.00

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RANGER CHEVROLET

BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$39,900.00
Dest Charge	\$1,595.00
Total Options	\$4,373.00
Subtotal	\$45,868.00
BID ASSIST	(\$8,200.00)
Subtotal Pre-Tax Adjustments	(\$8,200.00)
Less Customer Discount	(\$3,777.00)
Subtotal Discount	(\$3,777.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$33,891.00
Sales Tax	6.50% \$2,202.92
User Item	\$0.00
Subtotal Taxes	\$2,202.92
SLC TRANSIT	\$20.00
TAX EXCEMP LICENSE FEE	\$144.25
Subtotal Post-Tax Adjustments	\$164.25
Total Sales Price	\$36,258.17

Dealer Signature / Date

Customer Signature / Date


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RANGER CHEVROLET

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" ( Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	5600 lbs
Rear Gross Axle Weight Rating:	7250 lbs
Gross Vehicle Weight Rating:	11100.00 lbs

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RANGER CHEVROLET

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Selected Model and Options

MODEL				
CODE	MODEL			MSRP
TK30903	2021 GMC Sierra 3500HD 4WD Reg Cab 142"			\$39,900.00

COLORS				
CODE	DESCRIPTION			MSRP
GAZ	Summit White			\$0.00

BODY CODE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
E63	Pickup bed includes bed assist step (STD)	0.00 lbs	0.00 lbs	\$0.00

REAR WHEEL CONFIGURATION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
SRW	Single Rear Wheels (STD)	0.00 lbs	0.00 lbs	\$0.00

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD)	0.00 lbs	0.00 lbs	\$0.00

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GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JFN	GVWR, 11,100 lbs. (5035 kg) with single rear wheels (STD) (Included and only available with TC30953 or TK30903 model with (L8T) 6.6L V8 gas engine. Requires single rear wheels.)	0.00 lbs	0.00 lbs	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1SA	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYT	Wheels, 18" (45.7 cm) painted steel, Silver, 8-spoke (STD) (Requires single rear wheels.)	0.00 lbs	0.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	0.00 lbs	0.00 lbs	\$0.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models.)	0.00 lbs	0.00 lbs	\$0.00

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PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim (Requires (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions. (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	0.00 lbs	0.00 lbs	\$150.00
X31	X31 Off-Road Package includes (JHD) Hill Descent Control, (NZZ) skid plates, Off-Road suspension, Twin-tube Rancho shocks and X31 hard badge (Requires 4WD model and AT tires. Not available with dual rear wheels or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$325.00
ZLQ	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate.	0.00 lbs	0.00 lbs	\$1,400.00

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (X31) X31 Off-Road Package. Not available with Dual rear wheels.	0.00 lbs	0.00 lbs	Inc.
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Crew Cab and Double Cab models available as free flow with (L8T) 6.6L V8 gas engine. Regular Cab models Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Included with (CMT) Gooseneck / 5th Wheel Prep Package.)	0.00 lbs	0.00 lbs	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$100.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
CGN	Bed Liner, Spray-on Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Included with (CMT) Gooseneck / 5th Wheel Prep Package. Not available with any Ship Thrus EXCEPT (VSH), (VTV), (TCH) or (TCE).)	0.00 lbs	0.00 lbs	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Included and only available with (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
UF2	LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PCI) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$125.00

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RANGER CHEVROLET

BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
8S3	Backup alarm, 97 decibels (Not available with (CMT) Gooseneck/5th Wheel Package, SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	0.00 lbs	0.00 lbs	\$138.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	0.00 lbs	0.00 lbs	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (H0U) SLE Jet Black Cloth material, (PCI) Convenience Package or (ZLQ) Fleet Convenience Package and (KI4) 110-volt AC power outlet.)	0.00 lbs	0.00 lbs	\$290.00
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
AU3	Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package, (ZLQ) Fleet Convenience Package or (RGE) Safety Essentials Package.)	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) 110-volt AC power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	\$225.00

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JHD	Hill Descent Control (Included and only available with (X31) X31 Off-Road Suspension Package. Not available with dual rear wheels.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other RPO or LPO assist step.)	0.00 lbs	0.00 lbs	\$650.00
Options Total		0.00 lbs	0.00 lbs	\$4,373.00

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (STD) (Deleted when (ZW9) pickup bed delete is ordered.)

GVWR, 11,100 lbs. (5035 kg) with single rear wheels (STD) (Included and only available with TC30953 or TK30903 model with (L8T) 6.6L V8 gas engine. Requires single rear wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Exterior

Wheels, 18" (45.7 cm) painted steel, Silver, 8-spoke (STD) (Requires single rear wheels.)

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Exterior

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models.)

Single Rear Wheels (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

CornerStep, rear bumper

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available with (ZW9) pickup bed delete.)

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Grille, Chrome surround with Black mesh

Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps

Taillamps, LED tail and stop light with incandescent reverse light

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Interior

- Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Windows, manual (Standard on Regular Cab model. Crew Cab and Double Cab models have power windows standard.)
- Door locks, manual (Requires Regular Cab model.)
- Power outlet, front auxiliary, 12-volt
- USB ports, 2 (first row) located on instrument panel
- Air conditioning, single-zone
- Mirror, inside rearview, manual tilt
- Assist handles, front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps LED signature lighting

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)
- Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2021 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (✔ Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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



DATE: June 10, 2020 **Meeting Date:** 6/15/20
SUBJECT: License Agreement for **Agenda Item: 12-D** **Resolution 2020-85**
Keene Creek Stream
Restoration

BACKGROUND

City staff has been discussing a stream restoration project for Keene Creek with the St. Louis County Soil and Water Conservation District (SWCD) and MN Trout Unlimited (MNU) for the past year. The SWCD and MNU are proposing to restore damage and scouring of the stream bank which was damaged in the 2012 flood event and have continued to worsen with time.

The proposed work is in two sections south of the Keene Creek Park parking lot. The first section nearest the parking lot, is approximately 1400 feet in length with the second section approximately 525 feet in length and occurring on private property. The SWCD and MNU have entered into an agreement with these private property owners for work on their property.

Access to the two work areas is proposed to be from Keene Creek Park with the staging of materials and equipment taking place in the westernmost open area just south of the parking lot. The contractor will use the existing cleared area/walking trail as their means to access both of the work areas.

The park will continue to be open with the public having access to the existing walking trails in this area. The SWCD's use of the area shall in no way limit or restrict City's or the public's use of the property. The City shall continue to have unlimited access to the area during the course of the proposed project. The SWCD acknowledges and understands that public trails cross through the area and per the License Agreement, agrees to properly notify the public and users of the trails of its use of the work areas by providing signage at any areas where the trails cross the work areas.

The design and scope of the proposed project includes moving the stream channel away from the valley walls; adding trout habitat; grade control structures, such as boulder riffles and J-hooks; and re-aligning the stream channel so that it is stable and can carry its sediment load efficiently without eroding or aggrading. The proposed project is intended to prevent Keene Creek from continuing to scour the eroding banks, which leads to increased sediment into the creek.

The SWCD shall have the use of the work area at no cost as the proposed project agree mutually benefits the City and the SWCD.. The Project shall be completed by SWCD at no cost to City. The term of the License Agreement is from June 20th, 2020, through December 30, 2020, unless terminated earlier by the City as permitted in the License Agreement.

Staff will continue to discuss a potential partnership/coordination with the SWCD and the MNU for clearing, grading and gravel subbase work associated with the Munger Trail Spur work in this area as well as the Morris Thomas to Keene Creek Park trail section.

ATTACHMENTS:

- License Agreement
- Location/Site Map
- 30% Construction Plans

Resolution No. 2020-85

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND
CITY CLERK TO EXECUTE AND DELIVER THE LICENSE AGREEMENT WITH SOUTH
ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT**

WHEREAS, the City of Hermantown (“City”) owns property in St. Louis County, Minnesota described as Keene Creek (“Premises”); and

WHEREAS, the South St. Louis Soil and Water Conservation District (SWCD) desire to access the Premises for a stream restoration project (Project); and

WHEREAS, a form of the proposed License Agreement to allow access is attached hereto as Exhibit A; and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the License Agreement as shown on the Exhibit A and require such License Agreement be entered into.

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

1. The License Agreement attached hereto as Exhibit A is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the License 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 declared duly passed and adopted June 15, 2020.

EXHIBIT A

**KEENE CREEK
LICENSE AGREEMENT
BETWEEN CITY OF HERMANTOWN AND
SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT**

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT, a political subdivision of the state of Minnesota ("Conservation District"), and the CITY OF HERMANTOWN, a municipal corporation created and existing under the laws of the State of Minnesota ("City").

The parties acknowledge the following:

A. City is the apparent owner of certain real property in St. Louis County, Minnesota, legally described as follows (the "Property"):

Parcel Number: 395-0014-00700, Northeast Quarter of Southwest Quarter (NE ¼ of SW ¼) and Southeast Quarter of Northwest (SE ¼ of NW ¼), Section Thirty-Six (36), Township Fifty (50) North, Range Fifteen (15) West.

B. A portion of Keene Creek runs through the Property and sustained damage in the June 2012 flood event.

C. Conservation District wishes to undertake, at no cost to City, a flood recovery project for the portion of Keene Creek that crosses the Property in order to: (i) create a stable stream channel with the appropriate pattern, profile, and dimensions; (ii) reconnect the stream channel to the floodplain; (iii) establish trout habitat; and (iv) repair damage, including erosion, that occurred as a result of the 2012 flood for the designated section of Keene Creek shown on Page 3 of the attached Exhibit B (collectively, the "Project"). The design and scope of the Project includes moving the stream channel away from the valley walls; adding trout habitat; grade control structures, such as boulder riffles and J-hooks; and re-aligning the stream channel so that it is stable and can carry its sediment load efficiently without eroding or aggrading. The Project is intended to prevent Keene Creek from continuing to scour the eroding banks, which leads to increased sediment into the creek. An overview plan of the Project is shown/described on Page 3 of the attached Exhibit B.

D. Conservation District and City desire to enter into this Agreement to allow Conservation District to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **THE LICENSE.**

A. Subject to the terms and conditions set forth herein, City grants to Conservation District a non-exclusive license to enter and occupy the portion of the Property outlined in red on Exhibit A (the "Licensed Premises") for the purpose of completing the Project. Conservation District may only stage materials and equipment in the portion of the Licensed Premises indicated on Exhibit A.

B. Conservation District acknowledges and understands the following:

- the Property is public property, and the cooperation of all users and coordination of activities is required, including ingress and egress and use of amenities and related improvements.
- City's Community Development Director (the "Manager") shall ultimately determine the appropriate use of the Property and shall decide any disputes between Conservation District and any other users of the Property.

C. Conservation District's use of the Licensed Premises shall in no way limit or restrict City's or the public's use of the Property. City shall continue to enjoy unlimited access to the Licensed Premises during the Term (defined below). Conservation District acknowledges and understands that public trails (collectively, the "Trails") cross through the Licensed Premises and agrees to properly notify the public and users of the Trails of its use of the Licensed Premises by providing signage at any areas where the Trails cross the Licensed Premises.

2. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on June 20th, 2020, and shall continue through December 30, 2020, unless earlier terminated as permitted by this Agreement (the "Term").

3. LICENSE FEE. Conservation District shall have the use of the Licensed Premises at no cost. The parties agree that the benefit to the Property and the public benefit of the Project shall be considered adequate consideration. The Project shall be completed by Conservation District at no cost to City.

4. LIMITED USE. The Licensed Premises will only be used to work on the Project and for no other purpose. The work to be performed on the Licensed Premises is summarized as follows and is subject to the stated requirements:

- (a) Transportation, access, and staging for equipment, tools, and materials;
- (b) Conservation District shall use the existing trail for access to Keene Creek;
- (b) In-stream excavation and grading, including moving and re-shaping the channel to create a stable pattern, profile, and dimension as shown on the plans attached as Exhibit B (the new stream alignment is depicted in black hashing on Page 9 of Exhibit B);
- (c) Installation of stream grade control structures made out of natural materials such as boulders or logs;
- (d) Seeding and re-vegetation of the riparian zone with native trees and grasses; and
- (e) Restoring all disturbed areas with erosion control blanket and seeding.

The exact plans for the Project are described on the attached Exhibit B. Any activities not approved by the Manager may be grounds for termination of this Agreement.

5. UTILITIES. Conservation District agrees to follow all notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) regarding determination of underground utilities and notification of property owners. Failure to abide by the notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) shall be grounds for immediate termination of this Agreement.

6. ADDITIONAL AUTHORIZATION. Conservation District acknowledges that this Agreement only provides a license to use the Licensed Premises to complete its Project. Conservation District also acknowledges that it is responsible to obtain written permission from all other owners claiming a right, title, or interest in the real property affected by the Project. Conservation District shall

obtain the proper permits, licenses, or other permissions needed from various local, state, and/or federal agencies and entities to execute the Project.

7. INTENTIONALLY OMITTED.

8. TERMINATION.

A. City may terminate this Agreement with or without cause by providing at least seven (7) calendar days' written notice to Conservation District.

B. City may terminate this Agreement immediately on notice to Conservation District if City believes in good faith that the health, welfare, or safety of occupants or neighbors of the Property would be placed in immediate jeopardy by the continuation of this Agreement.

9. CITY WARRANTY. City makes no representation that the Licensed Premises is suitable for any particular purpose or specific uses and Conservation District accepts the Licensed Premises in "as is" condition without representations or warranties of any kind. City makes no warranties that it actually owns or has an interest in the Property.

10. MAINTENANCE AND RESTORATION.

A. The Project utilizes Natural Channel Design methodology, which, by design, may result in some shifting and settling of the stream channel and in-stream structures. However, Conservation District agrees to exercise reasonable care and best practices in performance of the Project. By June 1st, 2021, Conservation District shall provide a narrative report of the outcome of the Project and an as-built drawing to City showing the alignment and improvements to Keene Creek. Conservation District is not obligated to finance or undertake further improvements once the Project is completed, except that Conservation District shall inspect and maintain vegetation and trees within the Licensed Premises for three years after completion of the Project to monitor and ensure the re-establishment of said vegetation and trees.

B. Prior to expiration of the Term, Conservation District shall restore the Licensed Premises to the equivalent of its original condition at the time of execution of this Agreement or better, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the Licensed Premises by Conservation District, its employees, servants, agents, contractors, invitees, and licensees.

C. Conservation District shall not make any alterations or improvements to the Licensed Premises that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. Conservation District agrees to pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Premises by Conservation District, its employees, servants, agents, contractors, invitees, and licensees during the Term.

11. HOLD HARMLESS. Conservation District agrees to defend, indemnify, and save harmless City, and its officers, agents, servants, and employees from any and all liens, judgments, claims including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of City by reason of death or injury to person or persons or the loss or damage to any property of City's or any cause of action arising out of or in connection with or relating to Conservation District's use or occupancy of the Licensed Premises except those claims, causes of action, liabilities or damages relating to or arising from or based upon the negligence, willful acts or omission of City and its officers, agents, servants or employees. On ten days'

written notice from City, Conservation District will appear and defend all lawsuits against City growing out of such injuries or damages using counsel acceptable to City. Notwithstanding anything to the contrary contained herein, City and Conservation District shall each be responsible for their own respective acts and the results thereof and shall not be responsible for the acts of the other party. City's liability is governed by Minnesota Statutes Chapter 466 other applicable law.

12. INSURANCE. During the Term, Conservation District shall have such coverage as will protect Conservation District and City against risk of loss or damage to the Licensed Premises and any other property of City permanently located or exclusively used at the Property and against claims that may arise or result from the use of the Licensed Premises during the Term. Conservation District shall procure and maintain continuously in force Public Liability and Automobile Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. Conservation District shall provide City with Certificate(s) of Insurance evidencing the required insurance coverage, with 30-day notice of cancellation, non-renewal, or material change provisions included. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect Conservation District's interests and liabilities. The required insurance policies must be in form and substance that is acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require Conservation District to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

13. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting Conservation District or Conservation District personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. Conservation District and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Conservation District's employees or agents while so engaged, shall in no way be the responsibility of City.

14. ASSIGNMENT. Conservation District shall not in any way assign or transfer its rights or interests under this Agreement. However, Conservation District may hire contractors to work on the Project. Any contractor hired by Conservation District shall procure the proper insurance coverages as described in Section 12 above and provide proof of coverage to City prior to conducting any work on the Licensed Premises. Conservation District shall remain primarily responsible for all work performed by any contractor or subcontractor.

15. LAWS, RULES AND REGULATIONS.

A. Conservation District agrees to conduct its activities related to the Licensed Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Conservation District shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

B. Conservation District agrees to procure, at Conservation District's expense, all licenses and permits necessary for carrying out its obligations under this Agreement and completing the Project, including but not limited to DNR public waters, fill, erosion control, and shoreland permits.

16. RECORDS RETENTION. Conservation District agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

17. GOVERNMENT DATA PRACTICES. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. Conservation District shall comply with Minn. Stat. § 13.05, Subd. 11. Conservation District agrees to hold City, its officers, and employees harmless from any claims resulting from Conservation District' failure to comply with this law.

18. WAIVER. The waiver by City or Conservation District of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.

19. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

20. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between Conservation District and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

21. NOTICES. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

South St Louis Soil and Water Conservation District Attn: Ann Thompson 215 North 1st Ave. E., Room 301 Duluth, Minnesota, 55802	City of Hermantown Attn: Community Development Director 5105 Maple Grove Road Hermantown, Minnesota, 55811
---	---

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

22. COMPLIANCE WITH AGREEMENT. The rights of Conservation District to use the Licensed Premises are subject to Conservation District's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

23. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

24. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

25. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

26. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF copy which shall be considered an original and shall be binding and enforceable against such party.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date as indicated below.

CITY OF HERMANTOWN, MINNESOTA

SOUTH ST LOUIS SOIL AND WATER
CONSERVATION DISTRICT

By: _____
Mayor

By: _____

ATTEST:

Printed Name: _____

City Clerk

Title: _____

Dated: _____

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

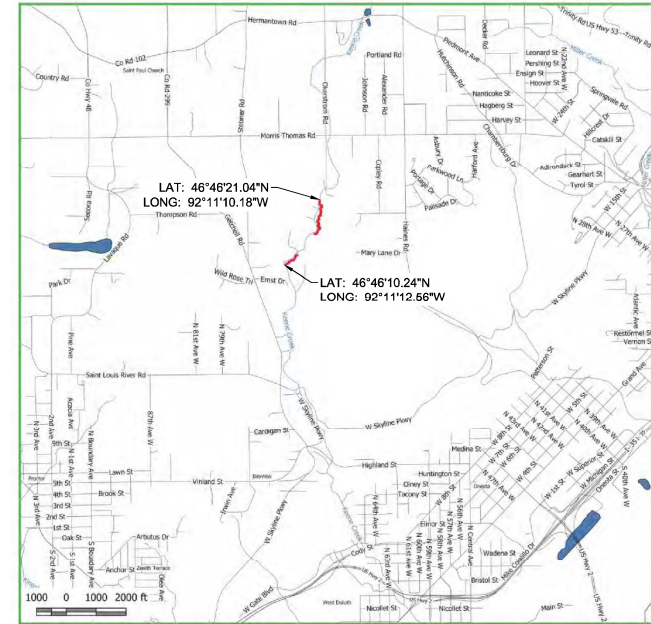
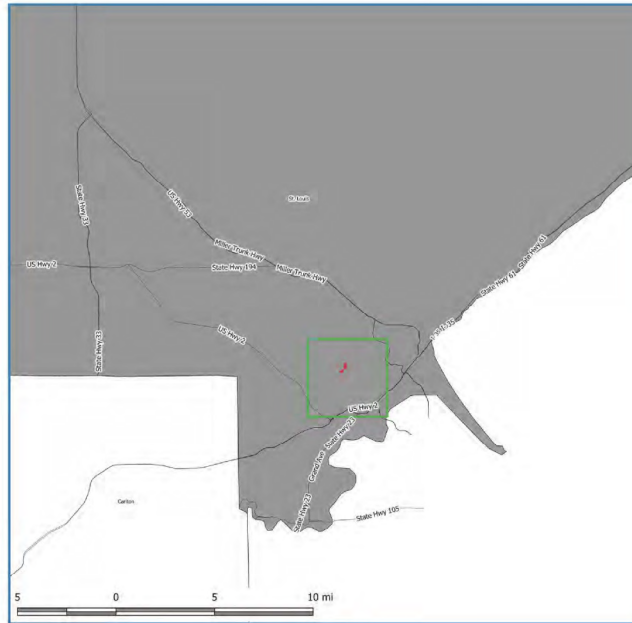
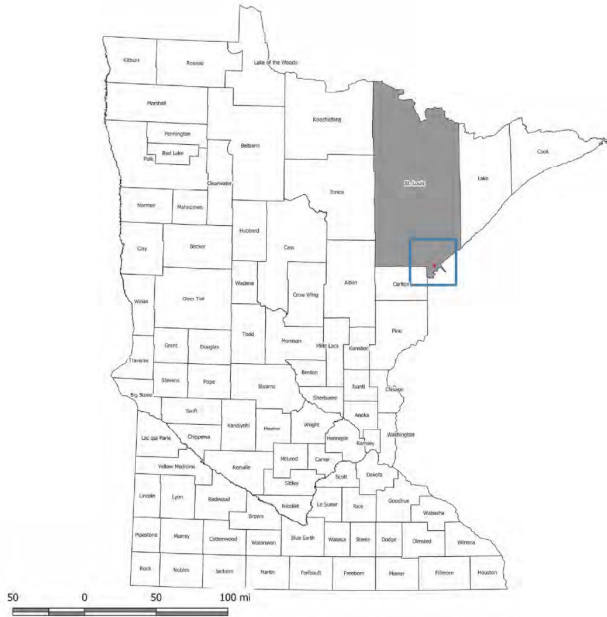
Exhibit A



DRAFT 30% - NOT FOR CONSTRUCTION

KEENE CREEK PARK STREAM RESTORATION

CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN
5/22/2020



Sheet List Table			
SHEET #	SHEET TITLE	DRAWING TITLE	REVISION DATE
1	COVER	keene_cover.dwg	Friday, May 22, 2020 2:51:59 PM
2	NOTES	keene_cover.dwg	Friday, May 22, 2020 2:51:59 PM
3	OVERVIEW	keene_pp.dwg	Friday, May 22, 2020 2:49:18 PM
4	UPPER KEENE CR PP - (1)	keene_pp.dwg	Friday, May 22, 2020 2:49:18 PM
5	UPPER KEENE CR PP - (2)	keene_pp.dwg	Friday, May 22, 2020 2:49:18 PM
6	UPPER KEENE CR PP - (3)	keene_pp.dwg	Friday, May 22, 2020 2:49:18 PM
7	LOWER KEENE CR PP - (1)	keene_pp.dwg	Friday, May 22, 2020 2:49:18 PM
8	UPPER KEENE CR SECTION - (1)	keene_xs.dwg	Friday, May 22, 2020 2:56:02 PM
9	LOWER KEENE CR SECTION - (1)	keene_xs.dwg	Friday, May 22, 2020 2:56:02 PM
10	DTL - DIMENSION AND HABITAT LOG	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
11	DTL - BOULDER LOG CONSTRUCTED RIFFLE	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
12	DTL - LOG CONSTRUCTED RIFFLE	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
13	DTL - TOE WOOD	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
14	DTL - LOG J-HOOK	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
15	DTL - GRAVEL RIFFLE	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
16	DTL - ROCK GLIDE RIFFLE	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM
17	DTL - PLANTING	keene_masterDetail.dwg	Friday, May 22, 2020 2:51:09 PM

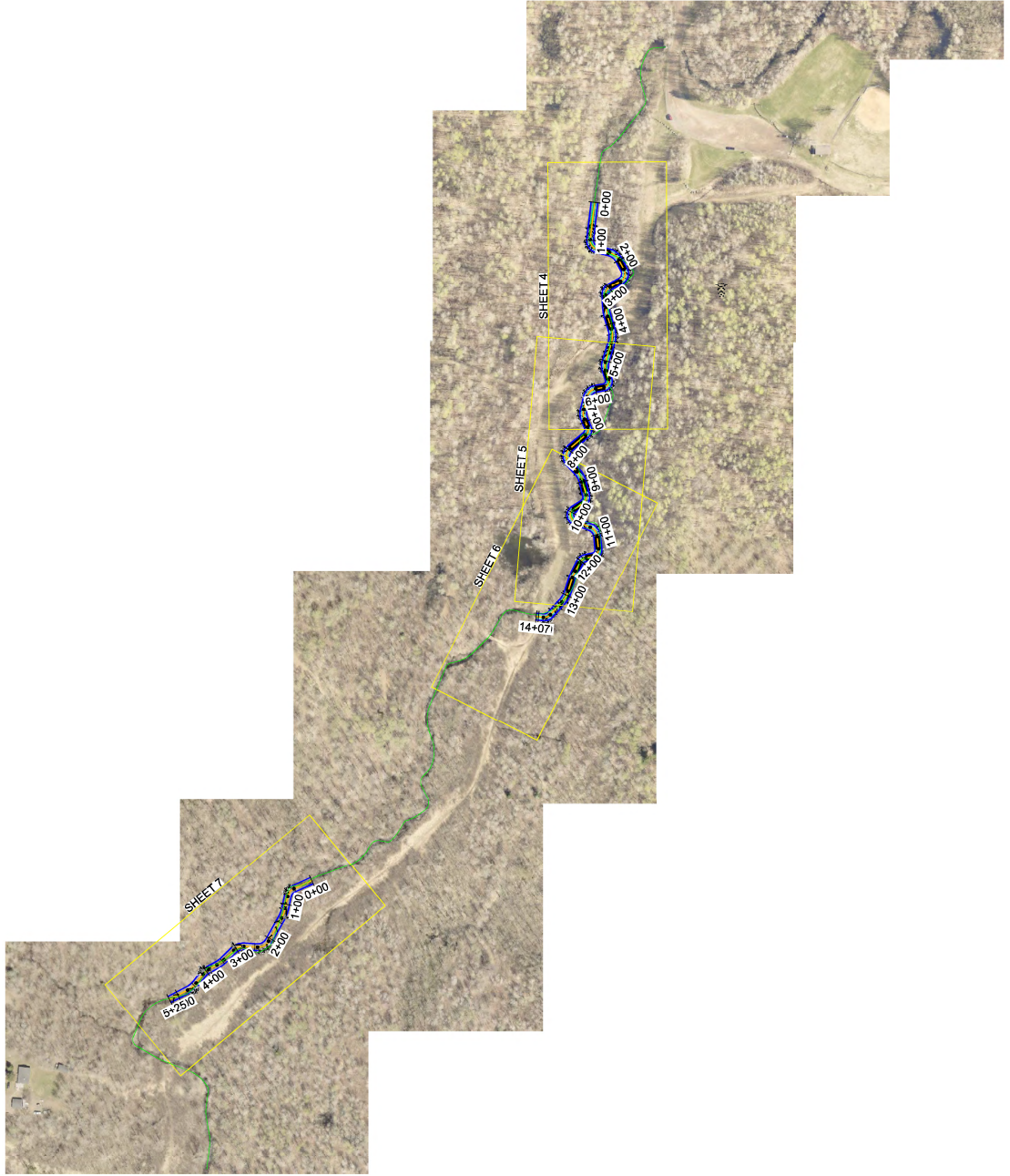


MINNESOTA TROUT UNLIMITED
P.O. BOX 845
CHANHASSEN, MN 55317

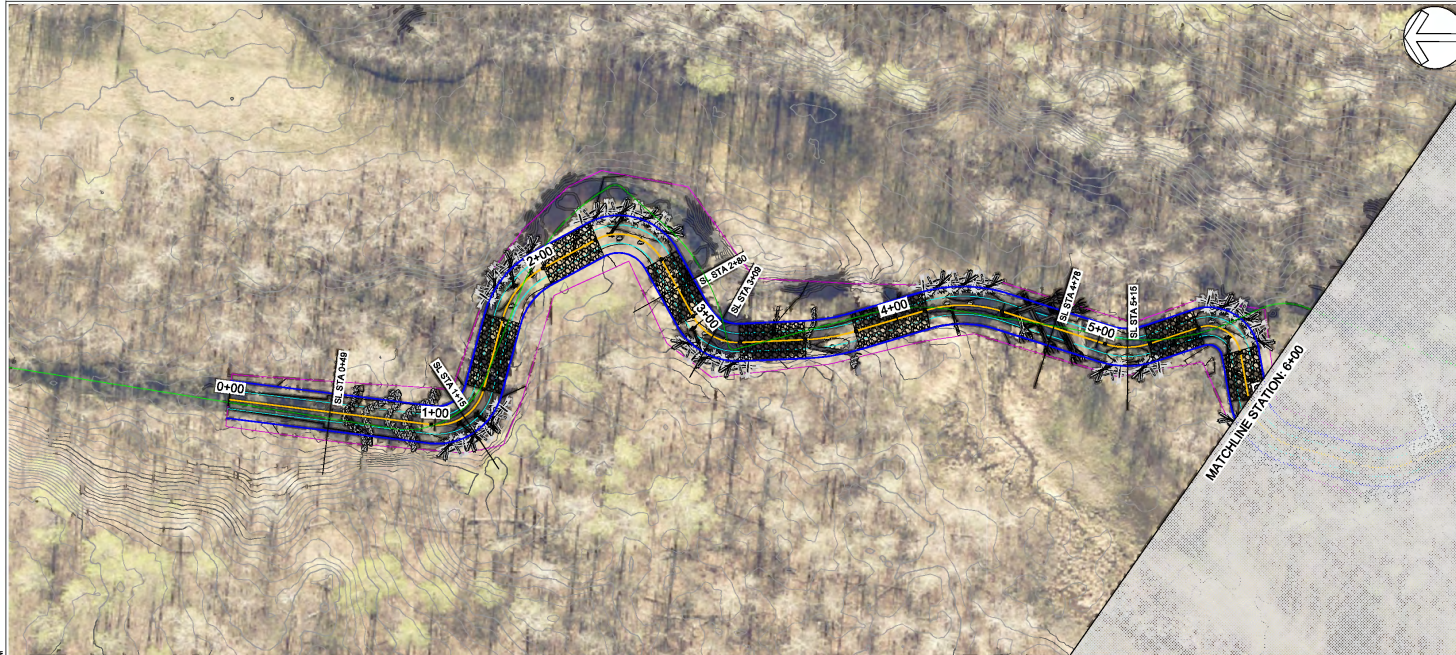


BEAVER RIVER CONSULTING, LLC.
5752 EALGE VIEW DRIVE
DULUTH, MN 55803

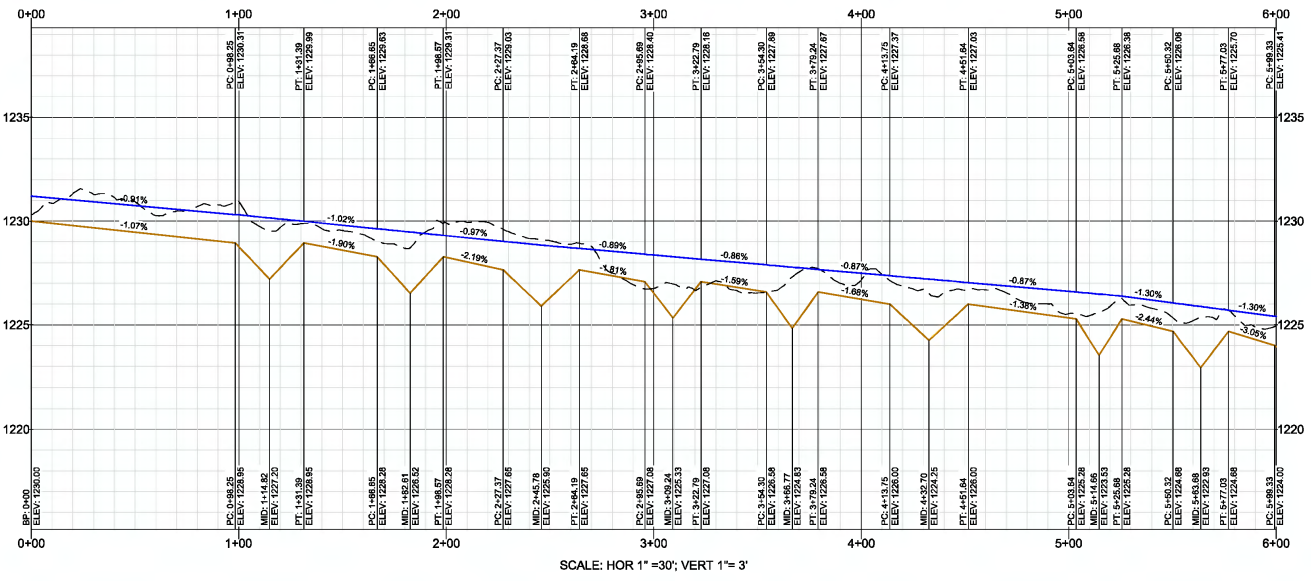
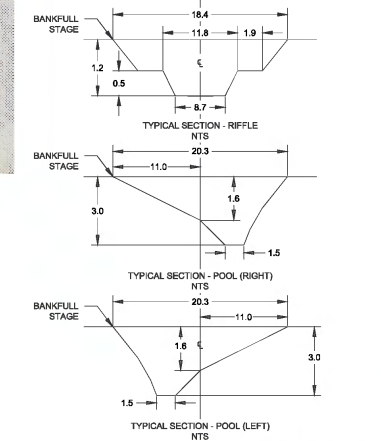
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION



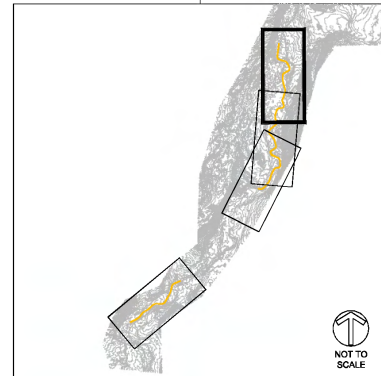
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- PLAN LEGEND**
- PROPOSED STREAM CENTER LINE
 - PROPOSED INNER BERM
 - PROPOSED GEOMORPHIC CHANNEL TOB
 - EXISTING THALWEG
 - LIMITS OF DISTURBANCE
 - (463) PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - 479 EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
-
- PROFILE LEGEND**
- PROPOSED STREAM CENTER LINE
 - PROPOSED BANKFULL TOB
 - EXISTING GROUND



SCALE: HOR 1"=30'; VERT 1"=3'



APPROVED BY:	CHECKED BY:	DRAWN BY:
XX	XX	XX

REV	DESCRIPTION	DRAFT 30%	XX	XX	XX	XX	XX	XX
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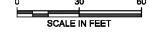
**KEENE CREEK PARK
 STREAM RESTORATION
 CITY OF HERMANTOWN
 ST. LOUIS COUNTY, MN**

**DRAFT 30% - NOT FOR CONSTRUCTION
 UPPER KEENE CREEK
 PLAN AND PROFILE - (1)
 STA 0+00 TO 6+00**



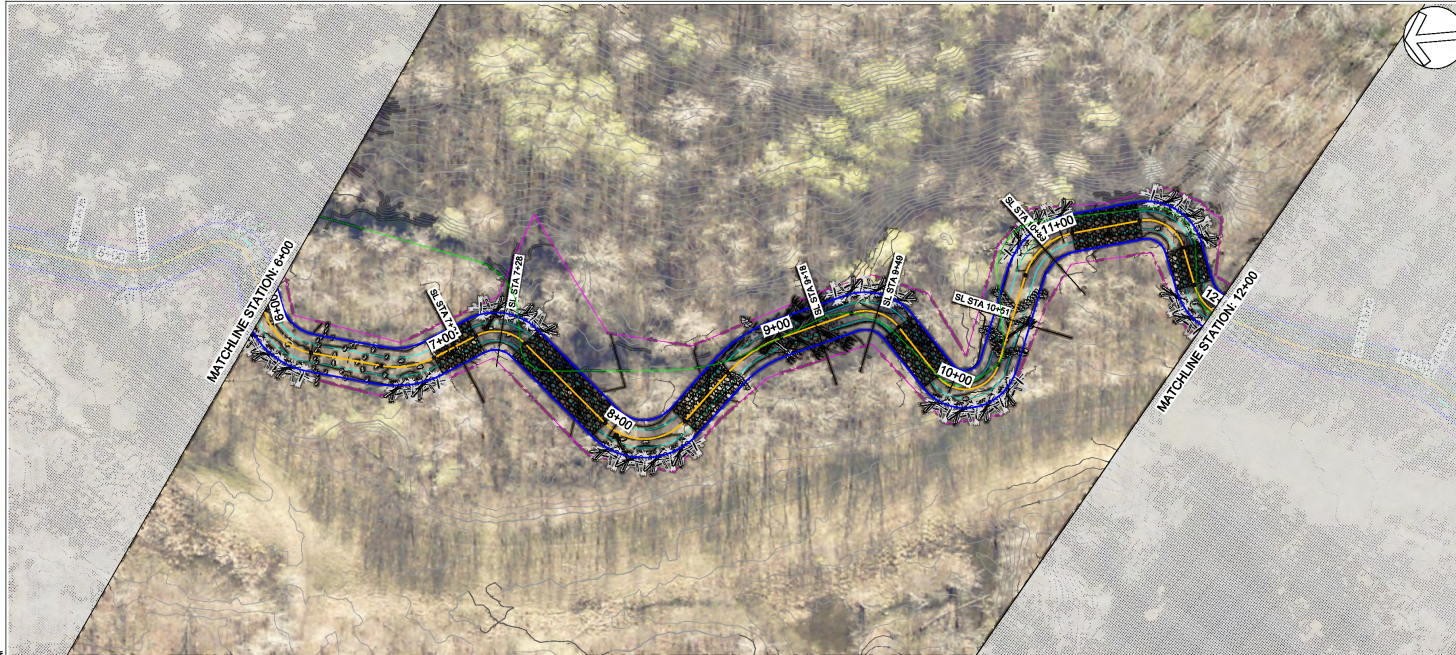
FOR REVIEW
NOT FOR
CONSTRUCTION

DATE: 5/22/2020
 SCALE (34"x22"): 1" = 30'
 SCALE (17"x11"): 1" = 60'



SHEET NUMBER
4 OF 17

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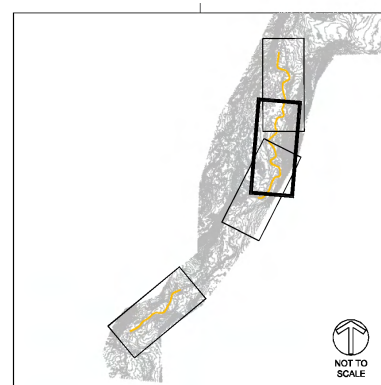
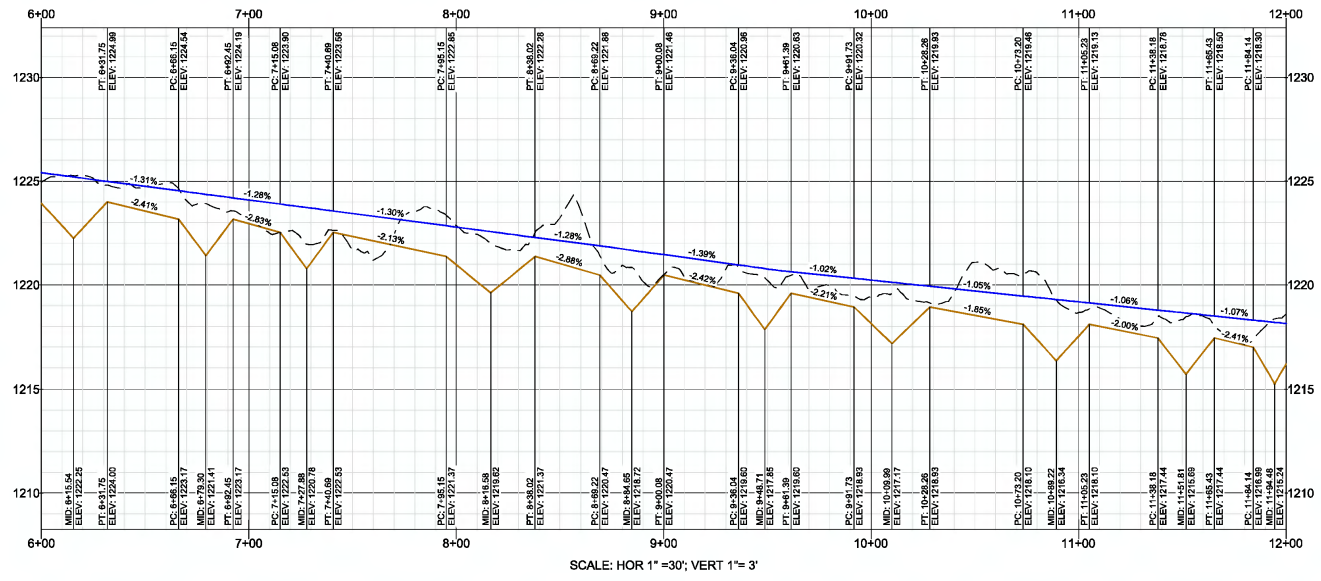
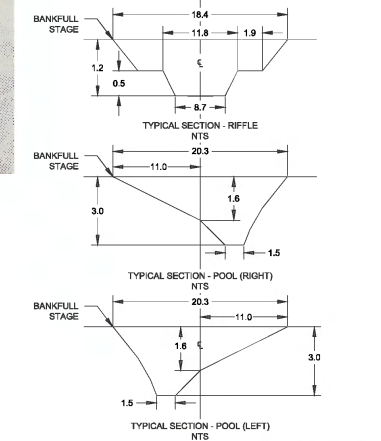


PLAN LEGEND

- PROPOSED STREAM CENTER LINE
- PROPOSED INNER BERM
- PROPOSED GEOMORPHIC CHANNEL TOP
- EXISTING THALWEG
- LIMITS OF DISTURBANCE
- (483) PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 479 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

PROFILE LEGEND

- PROPOSED STREAM CENTER LINE
- PROPOSED BANKFULL TOP
- EXISTING GROUND
- STRUCTURE BOULDER
- STRUCTURE LOG
- HEADER AND FOOTER BOULDER
- AUGMENTED RIFFLE



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1	XX	XX
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**KEENE CREEK PARK
STREAM RESTORATION
CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN**

**DRAFT 30% - NOT FOR CONSTRUCTION
UPPER KEENE CREEK
PLAN AND PROFILE - (2)
STA 6+00 TO 12+00**

MINNESOTA TROUT UNLIMITED
P.O. BOX 846
CHANHASSEN, MN 55317

BEAVER RIVER CONSULTING, LLC.
5752 EAGLE VIEW DRIVE
DULUTH, MN 55803

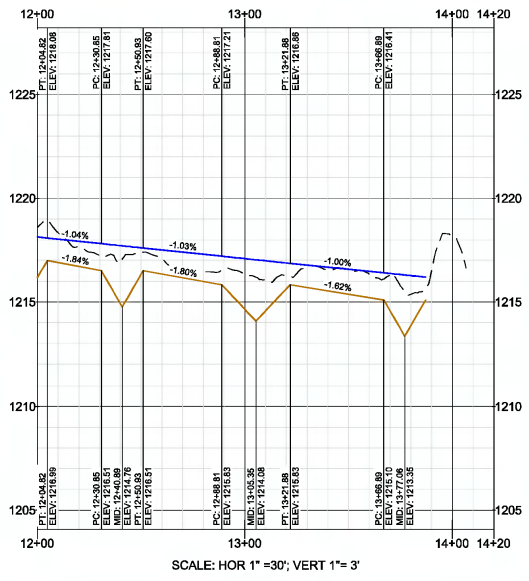
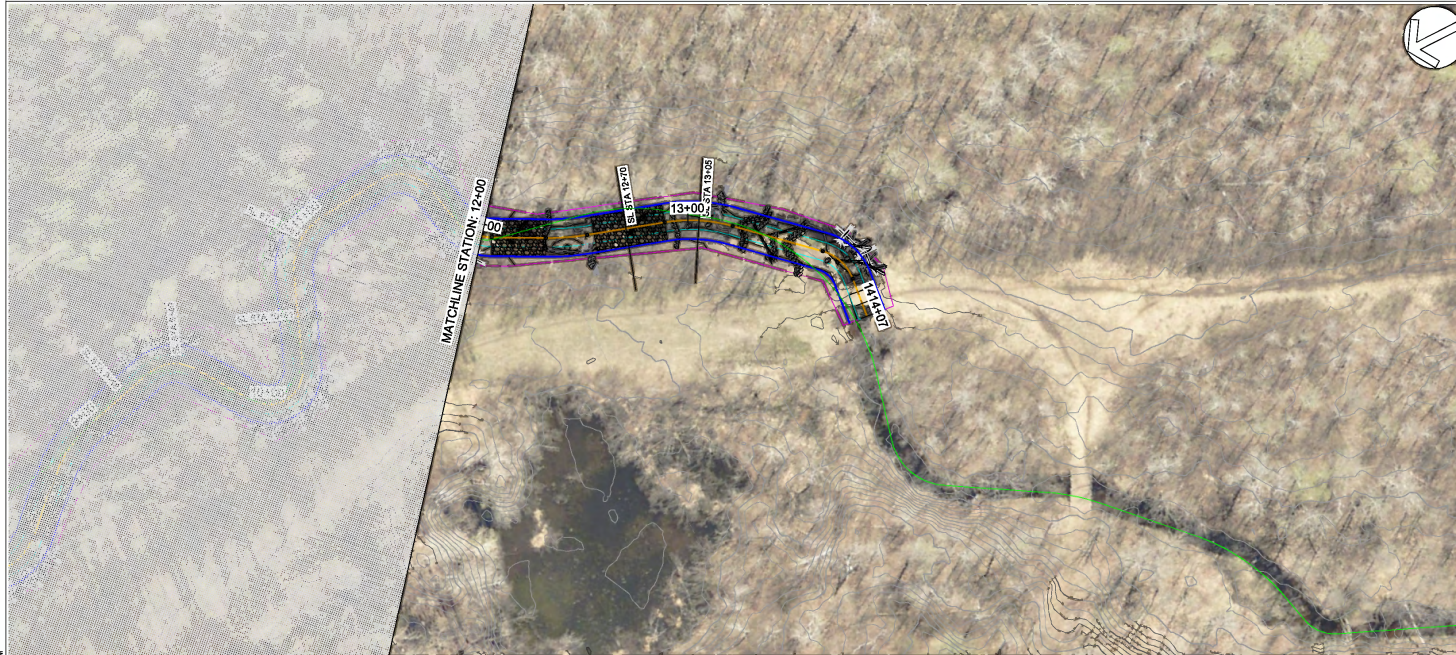
**FOR REVIEW
NOT FOR
CONSTRUCTION**

DATE: 5/22/2020
SCALE (34"x22"): 1" = 30'
SCALE (17"x11"): 1" = 60'



SHEET NUMBER
5 OF 17

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PLAN LEGEND

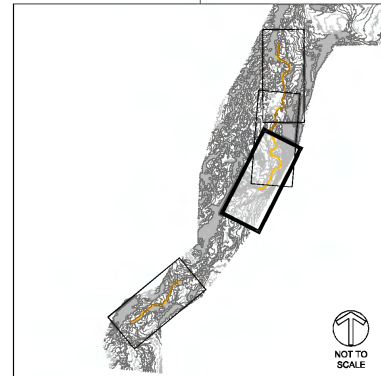
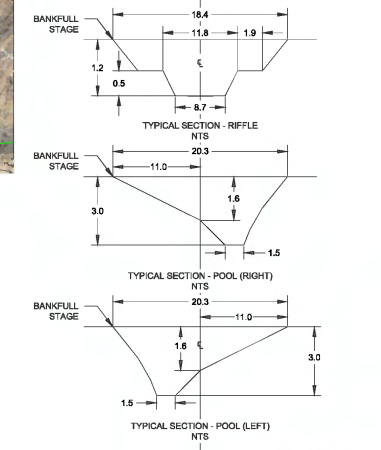
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- PROPOSED INNER BERM
- PROPOSED GEOMORPHIC CHANNEL TOB
- EXISTING THALWEG
- LIMITS OF DISTURBANCE
- (463) PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

PROFILE LEGEND

- PROPOSED STREAM CENTER LINE
- PROPOSED BANKFULL TOB
- EXISTING GROUND

STRUCTURE

- BOULDER
- LOG
- HEADER AND FOOTER BOULDER
- BOULDER
- AUGMENTED RIFFLE



APPROVED BY: XX	CHECKED BY: XX	DRAWN BY: GET
REV	DESCRIPTION	APPROV
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**KEENE CREEK PARK
STREAM RESTORATION
CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN**

**DRAFT 30% - NOT FOR CONSTRUCTION
KEENE CREEK PARK
PLAN AND PROFILE - (3)
STA 12+00 TO 14+07**

MINNESOTA TROUT UNLIMITED
P.O. BOX 846
CHANHASSEN, MN 55317

BEAVER RIVER CONSULTING, LLC.
5752 EAGLE VIEW DRIVE
DULUTH, MN 55803

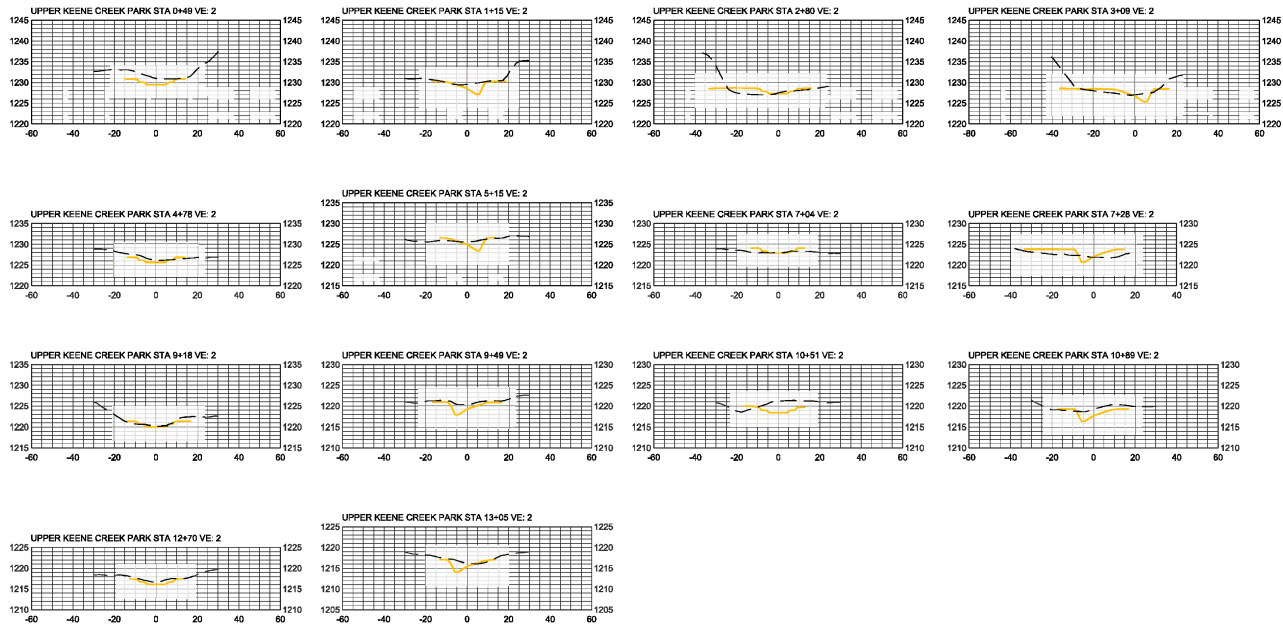
**FOR REVIEW
NOT FOR
CONSTRUCTION**

DATE: 5/22/2020
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SCALE (17"x11"): 1" = 60'

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SCALE IN FEET

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6 OF 17

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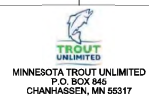


SECTION LEGEND

- DESIGN SURFACE
- - - EXISTING GROUND

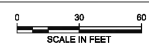
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**KEENE CREEK PARK
 STREAM RESTORATION
 CITY OF HERMANTOWN
 ST. LOUIS COUNTY, MN**
 DRAFT 30% - NOT FOR CONSTRUCTION
 UPPER KEENE CREEK
 SECTIONS - (1)
 STA 0+49 TO 13+05

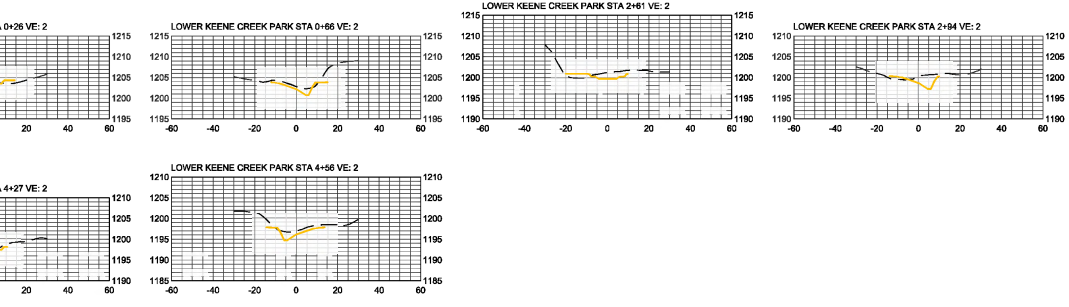


FOR REVIEW
NOT FOR
CONSTRUCTION

DATE: 5/22/2020
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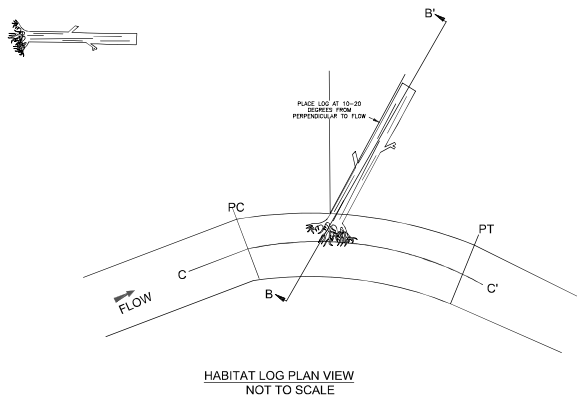
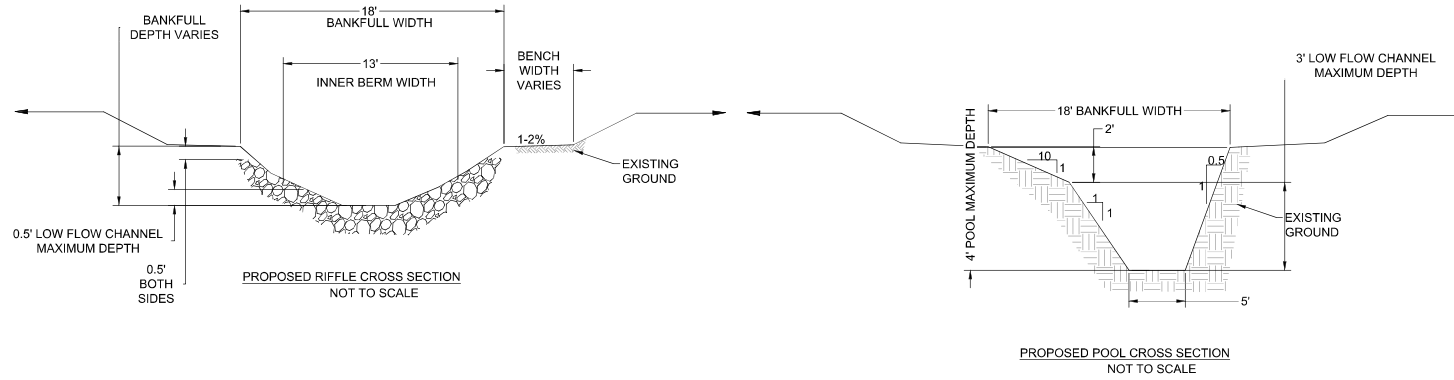


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8 OF 17



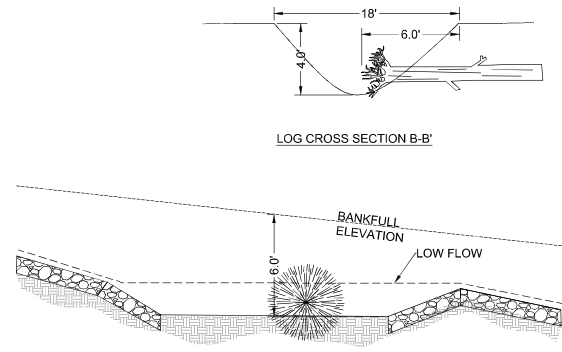
SECTION LEGEND
 ——— DESIGN SURFACE
 - - - - - EXISTING GROUND

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HABITAT LOG PLAN VIEW
NOT TO SCALE

HABITAT LOG DETAIL



HABITAT LOGS PROFILE C-C'

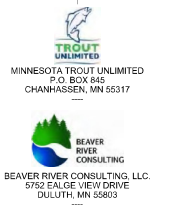
- DESIGN CHANNEL DETAILS:**
 CHANNEL TYPE: C4
 WATERSHED AREA: 3.0 MILE²
- RIFFLE DIMENSIONS:**
- WIDTH- 18'
 - MAX DEPTH- 1.2'
 - CROSS SECTIONAL AREA- 17 SF
- WIDTH/DEPTH RATIO- 20**
- POOL DIMENSIONS:**
- WIDTH- 18'
 - MAX DEPTH- 4.0'
 - CROSS SECTIONAL AREA- 25-30 SF
- GLIDE DIMENSIONS**
- WIDTH- 20'
 - MAX DEPTH- 0.7'
 - CROSS SECTIONAL AREA- 12 SF

APPROVED BY: XX	CHECKED BY: XX	DRAWN BY: GET
REV 1	DESCRIPTION	APPROV
XX	DRAFT 30%	XX
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XX	XX	XX
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XX	XX	XX
XX	XX	XX
XX	XX	XX

KEENE CREEK PARK
 STREAM RESTORATION
 CITY OF HERMANTOWN
 ST. LOUIS COUNTY, MN

DRAFT 30% - NOT FOR CONSTRUCTION

DETAIL - CHANNEL DIMENSIONS AND HABITAT LOG



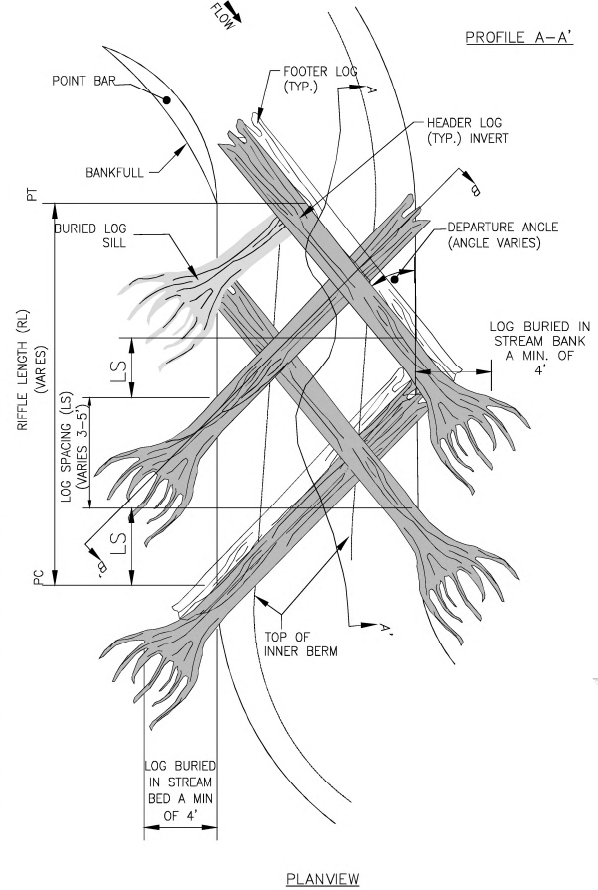
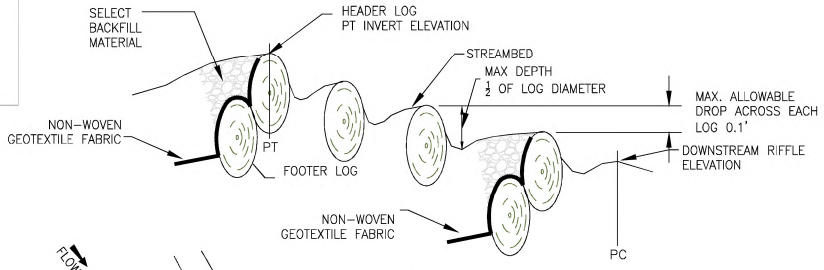
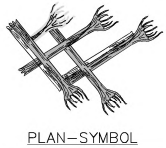
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DATE: 5/22/2020

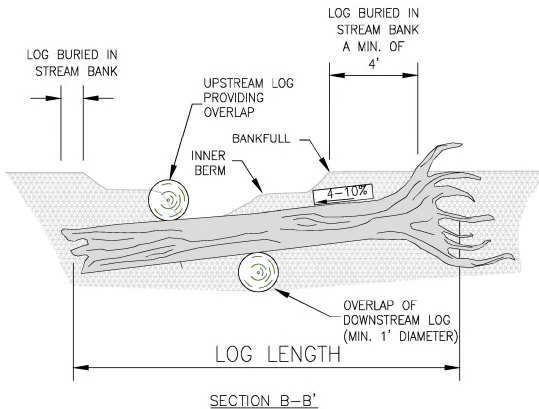
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SHEET NUMBER
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CONSTRUCTED LOG RIFFLE
CONSTRUCTED FEBRUARY 2019



⊕ **DETAIL - CONSTRUCTED LOG RIFFLE**
NOT TO SCALE

NOTES:

- THIS STRUCTURE HELPS MAINTAIN GRADE WITHIN A NEWLY CONSTRUCTED STREAM CHANNEL. IN GENERAL, IT IS USED IN LOCATIONS WHERE COARSE SUBSTRATE USED TO CONSTRUCT OTHER GRADE CONTROL STRUCTURES (E.G., AUGMENTED RIFFLE) IS NOT AVAILABLE. IF SUITABLE COARSE SUBSTRATE IS DISCOVERED ON SITE, THE CONTRACTOR MAY INSTALL A DIFFERENT GRADE CONTROL STRUCTURE WITH THE ENGINEER'S APPROVAL.
- THE CONSTRUCTED LOG RIFFLE SHALL BE INSTALLED ON PERENNIAL REACHES THAT ARE REMOTE. BANKFULL WIDTHS OF THESE REACHES WILL BE BETWEEN 8-11', WITH SLOPES THAT RANGE FROM OF 1.5-2.5%. THE CONSTRUCTED LOG RIFFLE STRUCTURES ARE INTENDED FOR REACHES WITH LIMITED ACCESS AND WITH TREES AVAILABLE ONSITE.
- LOGS SHALL HAVE MIN. DIAMETER OF 12". LOGS SHALL HAVE A MINIMUM LENGTH OF 10-50' DEPENDING ON THE REACH.
- ALL LOGS SHALL BE RELATIVELY STRAIGHT AND LIMBS SHALL BE TRIMMED FLUSH.
- THE LOGS AT THE UPSTREAM AND DOWNSTREAM END OF THE STRUCTURE WILL BE UNDERLAIN BY A FOOTER LOG (SOMETIMES CALLED A BACKER LOG) UNLESS OTHERWISE DIRECTED BY ENGINEER. THE HEADER LOG IS THE TOP LOG USED IN EACH PAIR. WHEN FINISHED, THE HEADER LOG IS VISIBLE ONLY BETWEEN THE INNER BERMS. THE HEADER LOG SHALL BE INSTALLED BEFORE THE FOOTER LOG. THE HEADER LOG DOES NOT REST ON THE TOP OF THE FOOTER LOG. THE FOOTER LOG IS INSTALLED FROM THE UPSTREAM SIDE AND INSTALLED AGAINST THE LOWER HALF OF THE HEADER LOG RESULTING IN A STAGGER WITH THE HEADER LOG BEING SLIGHTLY MORE DOWNSTREAM THAN THE FOOTER LOG.
- THE OTHER LOGS IN THE STRUCTURE ARE SINGLE LOGS WITH NO FOOTER LOG.
- SET INVERTS AT ELEVATIONS SHOWN ON THE PLAN AND PROFILE SHEETS. PLAN AND PROFILE SHEETS WILL BE PROVIDED TO THE CONTRACTOR AS A DWG FILE AND LNS FILE. THE ELEVATIONS OF THE LOGS COMPRISING THE LOG CONSTRUCTED RIFFLE SHALL NOT VARY FROM THE PLAN UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- THE MOST UPSTREAM LOG SHALL BE PLACED SUCH THAT THE BANK TIE-IN IS ON THE SAME SIDE AS THE NEXT UPSTREAM OUTSIDE BEND IN ORDER TO SERVE AS A VANE AND HELP DIRECT STREAM FLOW AWAY FROM THE PREVIOUS OUTSIDE BEND. LOCATION OF ALL RIFFLE LOG ARMS ARE SHOWN ON THE PLAN AND PROFILE SHEETS AND WILL BE PROVIDED TO THE CONTRACTOR AS A DWG FILE AND LNS FILE. NO ELEVATIONS OF THE CONSTRUCTED RIFFLE ARMS MAY VARY FROM THE PLAN LOCATIONS WITHOUT DIRECTION FROM ENGINEER.
- THE MOST DOWNSTREAM LOG SHALL BE PLACED SUCH THAT THE HIGH POINT IS ON THE SAME SIDE AS THE NEXT DOWNSTREAM OUTSIDE BEND IN ORDER TO HELP DIRECT STREAM FLOW AWAY FROM THE NEXT OUTSIDE BEND.
- ALL LOGS ARE PLACED SUCH THAT THEY OVERLAP THE NEXT DOWNSTREAM LOG. THEREFORE, IT IS RECOMMENDED THAT THIS STRUCTURE BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM.
- THE VERTICAL SLOPE OF EACH LOG SHALL NOT EXCEED 10% WITH THE SPECIFIC VERTICAL SLOPE OF EACH LOG DETERMINED BY THE ENGINEER.
- IT IS LIKELY THAT THE LOGS WILL REQUIRE NOTCHING WHERE THEY OVERLAP IN ORDER TO NOT EXCEED THE MAXIMUM VERTICAL SLOPE SPECIFICATION. THE CONTRACTOR SHOULD CHOOSE LOGS THAT CAN MEET THE SPECIFICATIONS OF THIS DETAIL.
- THE NOTCH DEPTH FOR ANY LOG SHALL NOT EXCEED HALF THE DIAMETER OF THE LOG UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY NOTCHED LOGS SHALL BE APPROVED BY THE ENGINEER BEFORE THE LOGS ARE BACKFILLED.
- ALL GAPS/VOIDS LARGER THAN 1" BETWEEN THE HEADER AND FOOTER LOGS SHALL BE CHINKED WITH LIMBS AND/OR BRUSH ON THE UPSTREAM SIDE PRIOR TO PLACEMENT OF THE GEOTEXTILE.
- ON THE UPSTREAM SIDE OF THE LOGS A LAYER OF NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED AS SHOWN IN THE DETAIL THE ENTIRE LENGTH OF THE LOG. SECURE THE GEOTEXTILE FABRIC TO THE UPSTREAM SIDE OF THE HEADER LOG USING 3" 10D GALVANIZED COMMON NAIL ON 12" SPACING.
- SELECT BACKFILL MATERIAL SHALL BE PLACED UPSTREAM OF EACH LOG SUCH THAT FUTURE SETTLEMENT OF THE MATERIAL WILL BE MINIMAL. SELECT BACKFILL MATERIAL SHALL BE HAVE A MINIMUM D50 OF 60 MM. ANY DEVIATIONS IN THE GRADATION MUST BE APPROVED BY THE ENGINEER.
- THE SURFACE OF THIS STRUCTURE SHALL BE FINISHED TO A SMOOTH AND COMPACT SURFACE IN ACCORDANCE WITH THE LINES, GRADES, AND CROSS-SECTIONS OR ELEVATIONS SHOWN ON THE DRAWINGS. THE DEGREE OF FINISH FOR INVERT ELEVATIONS SHALL BE WITHIN 0.1' OF THE GRADES AND ELEVATIONS INDICATED, PROVIDED ANY HEIGHT DOES NOT EXCEED MAX. ALLOWABLE DROP OF 0.1' OVER ANY ONE LOG AND 0.5' FOR THE ENTIRE STRUCTURE.
- DRESSING OF CHANNEL AND BANKFULL BENCH/FLOODPLAIN WILL LIKELY BE REQUIRED FOLLOWING INSTALLATION OF IN-STREAM STRUCTURES.
- THE DEPARTURE ANGLE SHOWN IN THE PLAN VIEW DRAWING IS DEPICTED IN SUCH A WAY TO EMPHASIZE DETAIL. ACTUAL DEPARTURE ANGLE SHALL BE AS SHOWN ON THE PLAN AND PROFILE SHEETS AND WILL BE PROVIDED TO THE CONTRACTOR AS A DWG FILE AND LNS FILE.

APPROVED BY: XX	CHECKED BY: XX	DRAWN BY: GET
REV	DESCRIPTION	APPROV
1	DRAFT 30%	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX

**KEENE CREEK PARK
STREAM RESTORATION
CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN**
 DRAFT 30% - NOT FOR CONSTRUCTION
 DETAIL - LOG CONSTRUCTED RIFFLE



FOR REVIEW
NOT FOR
CONSTRUCTION
 DATE: 5/22/2020

NTS
 SHEET NUMBER
12 OF 17



ERROR: undefined
OFFENDING COMMAND: ~

STACK:

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: May 26, 2020
SUBJECT: 2020 RIP – Change Order



Meeting Date: 6/15/20
Agenda Item: 12-E
Resolution: 2020-86

REQUESTED ACTION

Approve Change Order Number 1 for \$23,677.62 for removal and replacement of unsuitable material

BACKGROUND

TKDA approved the removal and replacement of unsuitable material on Portland Road

SOURCE OF FUNDS (if applicable)

475-431150-550

ATTACHMENTS

Change Order #1

Resolution No. 2020-86

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 FOR 2020 ROAD IMPROVEMENT DISTRICT NO. 531 & NO. 532

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for construction of 2020 Road Improvement District No. 531 & No. 532 (“Project:”); and

WHEREAS, Ulland Brothers, Inc. has submitted Change Order No. 1 for:

1. Increase contract amount by \$23,677.62 because unsuitable material was found in the 620 If watermain trench in Portland Rd. Granular backfill was placed and the unsuitable material was removed.

WHEREAS, Ulland Brothers, Inc. has recommended such Change Order No. 1, and;

WHEREAS, Northland Consulting Engineers LLP has approved such Change Order No. 1.

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

1. Change Order No. 1 is hereby approved.

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 June 15, 2020.

Change Order

No. 1

Date of Issuance: June 9, 2020 Effective Date: June 9, 2020

Project: SID 531 & 532 MSA 202-102-005	City of Hermantown	Owner's Contract No.:
Contract:		Date of Contract: <u>March 2, 2020</u>
Contractor: Ulland Brothers, Inc		Engineer's Project No.: <u>17587.000</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Unsuitable material was found in the 610 lf watermain trench in Portland Rd.
Granular backfill was placed and the unsuitable material was removed.

Attachments (list documents supporting change):

New road profile design, Sheet #97, watermain trench truck ticket spreadsheet

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,235,779.50

Original Contract Times: Working days Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ N/A

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$ 2,235,779.50

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): Sept 19, 2020

(Increase) [Decrease] of this Change Order:

\$ 23,677.62

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): Sept 19, 2020

Contract Price incorporating this Change Order:

\$ 2,259,457.12

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): Sept 19, 2020

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/9/2020

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 6/10/20

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6-9-20

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

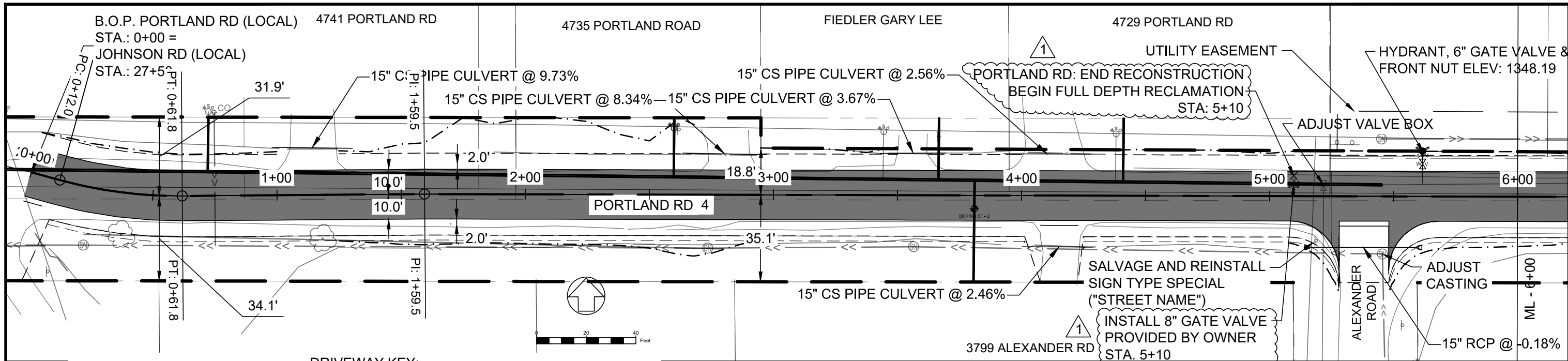
Tickets for water trench in Portland Road

Date	Tons	Material
5/19/20	17.33	Granular backfill
5/20/20	16.59	Granular backfill
5/20/20	17.64	Granular backfill
5/20/20	16.99	Granular backfill
5/20/20	17.52	Granular backfill
5/21/20	18.95	Granular backfill
5/22/20	18.20	Granular backfill
5/22/20	18.80	Granular backfill
5/22/20	18.75	Granular backfill
5/22/20	18.30	Granular backfill
5/22/20	17.65	Granular backfill
5/22/20	18.35	Granular backfill
5/22/20	18.35	Granular backfill
5/22/20	17.70	Granular backfill
5/22/20	20.80	Granular backfill
5/22/20	21.90	Granular backfill
5/22/20	21.85	Granular backfill
5/22/20	21.85	Granular backfill
5/22/20	21.25	Granular backfill
5/22/20	21.65	Granular backfill
5/22/20	21.60	Granular backfill
5/26/20	20.80	Granular backfill
5/26/20	21.70	Granular backfill
5/26/20	20.85	Granular backfill
5/26/20	21.05	Granular backfill
5/26/20	21.20	Granular backfill
5/26/20	21.05	Granular backfill
5/26/20	18.35	Granular backfill
5/26/20	18.15	Granular backfill
5/26/20	18.65	Granular backfill
5/26/20	18.75	Granular backfill
5/26/20	19.15	Granular backfill
5/26/20	18.75	Granular backfill
5/26/20	18.05	Granular backfill
5/27/20	18.50	Granular backfill
5/27/20	18.35	Granular backfill
5/27/20	18.60	Granular backfill
5/27/20	18.65	Granular backfill
5/27/20	18.30	Granular backfill
5/27/20	17.95	Granular backfill
5/27/20	18.35	Granular backfill
5/27/20	20.60	Granular backfill
5/27/20	21.75	Granular backfill
5/27/20	21.80	Granular backfill
5/27/20	21.85	Granular backfill
5/27/20	21.45	Granular backfill

5/27/20	20.60	Granular backfill
5/27/20	22.25	Granular backfill
5/27/20	18.20	Granular backfill
5/27/20	18.20	Granular backfill
5/27/20	17.50	Granular backfill
5/27/20	18.70	Granular backfill
5/27/20	18.40	Granular backfill
5/27/20	17.80	Granular backfill
5/28/20	17.78	Granular backfill
5/28/20	21.40	Granular backfill
5/28/20	18.50	Granular backfill
5/28/20	18.45	Granular backfill
5/28/20	17.90	Granular backfill
5/28/20	21.60	Granular backfill
5/28/20	18.50	Granular backfill
5/28/20	18.55	Granular backfill
5/28/20	18.00	Granular backfill
5/28/20	17.85	Granular backfill
5/28/20	19.30	Granular backfill
5/28/20	18.30	Granular backfill
5/28/20	18.70	Granular backfill
5/29/20	22.35	Granular backfill

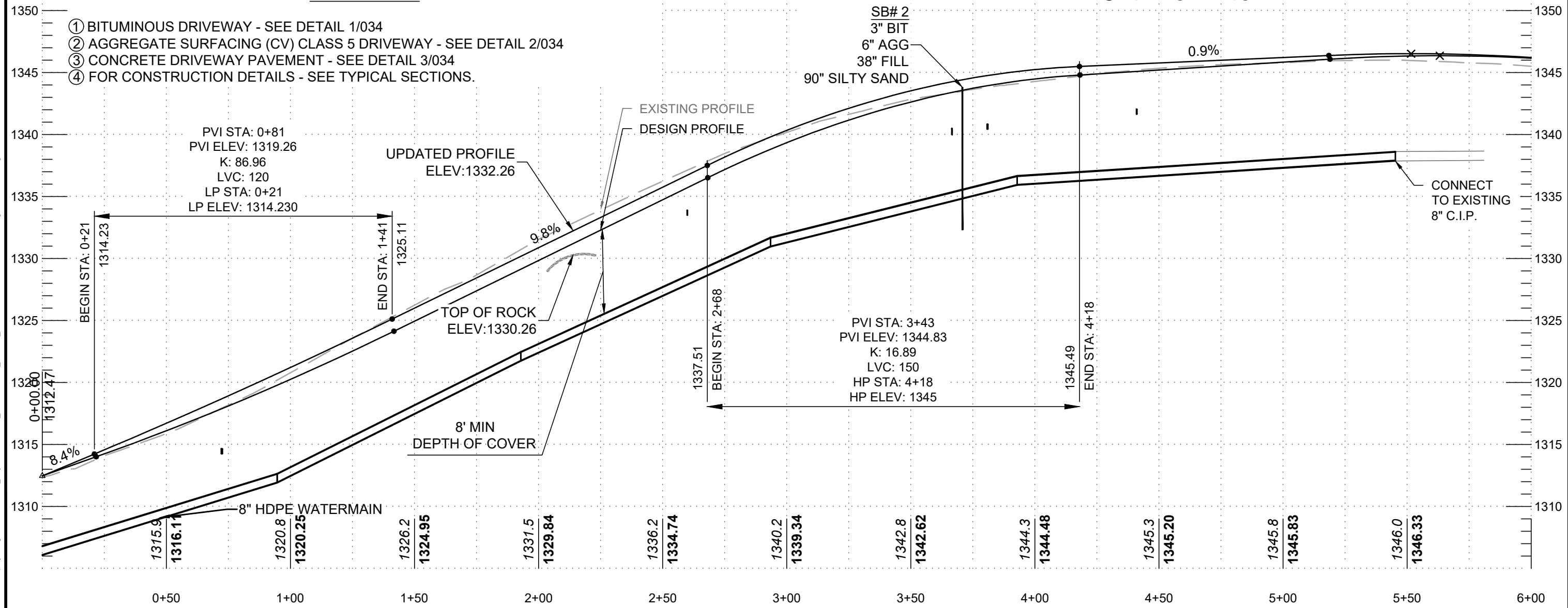
Totals	1314	Tons		
	722	CY (CV)	1 ton = .55 CY (CV)	
Incidental to pipe	-140	CY (CV)		
			Unit cost	Total cost
Total additional granular	582	CY (CV)	\$ 18.91	\$ 11,005.62
Total additional common excavation*	528	CY	\$ 24.00	\$ 12,672.00
			Total CO #1	\$ 23,677.62

* 54 CY rock excavation included in pay request 1



DRIVEWAY KEY:

- ① BITUMINOUS DRIVEWAY - SEE DETAIL 1/034
- ② AGGREGATE SURFACING (CV) CLASS 5 DRIVEWAY - SEE DETAIL 2/034
- ③ CONCRETE DRIVEWAY PAVEMENT - SEE DETAIL 3/034
- ④ FOR CONSTRUCTION DETAILS - SEE TYPICAL SECTIONS.



PLOT DATE: Jun 08, 2020 - 8:02am
 FILENAME: \\cdsrv01.tkd.com\projects\g-m\Hermantown_City\17587000\Portland Road Alignment Base.dwg

NO.	DATE	BY	DESCRIPTION OF REVISIONS
2	06/04/2020	WDD	PORTLAND PROFILE ADJ. FOR ENCOUNTERED ROCK
1	05/14/2020	JRD	WATER REVISIONS PER CITY STAFF

DESIGNED: WD
 DRAWN: WDD
 CHECKED: JL

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____ DATE: 01/07/2020
 PRINTED NAME: JON LOYE LIC. NO.: 52222

11 E. Superior Street, Suite 420
 Duluth, MN 55802
 218.724.8578
 tkda.com

2020 HERMANTOWN SID 531 & 532
 CITY OF HERMANTOWN, MINNESOTA

PLAN & PROFILE 0+00 - 6+00 - PORTLAND RD
 SHEET NO. R097 OF 128 SHEETS

Resolution No. 2020-87

RESOLUTION APPROVING PAY REQUEST NUMBER 1 FOR 2020 ROAD IMPROVEMENT DISTRICT NO. 531 & NO. 532 TO ULLAND BROTHERS, INC. IN THE AMOUNT OF \$342,115.41

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for construction of 2020 Road Improvement District No. 531 & No. 532 (“Project”); and

WHEREAS, Ulland Brothers, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Ulland Brothers, Inc. has submitted Pay Request No. 1 in the amount of \$342,115.41; 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 \$18,006.07 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 Ulland Brothers, Inc. the sum of \$342,115.41 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 June 15, 2020.



11 East Superior Street, Suite 420
Duluth, MN 55802
218.724.8578
tkda.com

June 9, 2020

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

RE: Hermantown SID 531 & 532 MSA 202-102-005
TKDA Project No. 17587.000

Mr Mulder,

The Contractor, Ulland Brothers, for the above-referenced project has submitted Pay Application 1 for this project and has requested approval by City Council at its June 16, 2020 meeting.

I recommend that the City approve payment to Ulland Brothers, Inc. in the amount of \$342,115.41 as shown in Pay Application 1. This includes \$23,677.62 as shown on Change Order 1. Retainage, in the amount of \$18,006.07 (5%), has been withheld and is reflected in the recommended payment amount.

Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

Jon Loye, PE
Project Manager

cc: John Mulder, City Administrator

Contractor's Application for Payment No.

1

Application Period: May 18, 2020 to June 6, 2020		Application Date: 6/9/2020
To (Owner): City of Hermantown	From (Contractor): Ulland Brothers, Inc	Via (Engineer): TKDA
Project: Street Improvement Districts 531 & 532, MSA 202-102-005	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 17587.000


**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$23,677.62	
TOTALS	\$23,677.62	
NET CHANGE BY CHANGE ORDERS	\$23,677.62	


1. ORIGINAL CONTRACT PRICE.....	\$	\$2,235,779.50
2. Net change by Change Orders.....	\$	\$23,677.62
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,259,457.12
4. TOTAL COMPLETED AND STORED TO DATE		
a. Total completed in original contract.....	\$	\$336,443.86
b. Change order 1 amount.....	\$	\$23,667.62
See attached Pay Application Summary.....	\$	\$360,121.48
5. RETAINAGE:		
a. 5% X \$360,121.48 Work Completed.....	\$	\$18,006.07
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$18,006.07
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$342,115.41
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$342,115.41
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$	\$1,881,329.57



Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature - Ulland Brothers, Inc

By:  Date: 6/10/20

Payment of: \$ 342,115.41
(Line 8 or other - attach explanation of the other amount)

is recommended by:  6/9/2020
Jon Loye, PE - Project Manager (Date)

  6/10/20
David Bolf, P.E. - City Engineer Date

PAY APP #1 QUANTITIES

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITIES	ULLAND UNIT COST	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES PAY APP 1	SAP 202-102-005 PARTICIPATING COST	SAP 202-102-005 NON-PARTICIPATING COST	LOCAL ROADS NON-PARTICIPATING COST	TOTAL COST PAY APP 1
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 16,210.21	0.12	0.03	0.6	0.75	\$ 1,945.23	\$ 486.31	\$ 9,726.13	\$ 12,157.66
2	2101.501	CLEARING & GRUBBING	LUMP SUM	1	\$ 30,000.00			0.84	0.84			\$ 25,200.00	\$ 25,200.00
3	2101.524	CLEARING	TREE	80	\$ 250.00			68	68			\$ 17,000.00	\$ 17,000.00
4	2101.524	GRUBBING	TREE	80	\$ 200.00			68	68			\$ 13,600.00	\$ 13,600.00
5	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	100	\$ 28.20			1	1			\$ 28.20	\$ 28.20
6	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	2	\$ 56.40							\$ -	\$ -
7	2104.502	SALVAGE SIGN TYPE C	EACH	2	\$ 56.40							\$ -	\$ -
8	2104.502	REMOVE SIGN TYPE C	EACH	24	\$ 56.40							\$ -	\$ -
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	100	\$ 50.50							\$ -	\$ -
10	2104.502	REMOVE HYDRANT	EACH	3	\$ 600.00			1	1			\$ 600.00	\$ 600.00
11	2104.502	REMOVE GATE VALVE AND BOX	EACH	14	\$ 300.00			4	4			\$ 1,200.00	\$ 1,200.00
12	2104.502	REMOVE CURB STOP AND BOX	EACH	9	\$ 425.00			3	3			\$ 1,275.00	\$ 1,275.00
13	2104.503	REMOVE PIPE CULVERTS	LIN FT	3004	\$ 17.00			588	588			\$ 9,996.00	\$ 9,996.00
14	2104.503	REMOVE WATER MAIN	LIN FT	668	\$ 14.00			610	610			\$ 8,540.00	\$ 8,540.00
15	2104.503	REMOVE WATER SERVICE	LIN FT	239	\$ 17.00			110	110			\$ 1,870.00	\$ 1,870.00
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	34	\$ 4.00							\$ -	\$ -
17	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1245	\$ 1.60							\$ -	\$ -
18	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2741	\$ 5.00							\$ -	\$ -
19	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	8568	\$ 4.00			1467	1467			\$ 5,868.00	\$ 5,868.00
20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	\$ 8.00							\$ -	\$ -
21	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	22994	\$ 2.30							\$ -	\$ -
22	2105.507	COMMON EXCAVATION (P)	CU YD	14708	\$ 24.00			1810	1810			\$ 43,440.00	\$ 43,440.00
23	2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	7188	\$ 27.00							\$ -	\$ -
24	2105.507	ROCK EXCAVATION	CU YD	50	\$ 280.00			54	54			\$ 15,120.00	\$ 15,120.00
25	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	934	\$ 51.00							\$ -	\$ -
26	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	2583	\$ 43.00							\$ -	\$ -
27	2215.504	FULL DEPTH RECLAMATION	SQ YD	14129	\$ 1.50							\$ -	\$ -
28	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	1072	\$ 3.00							\$ -	\$ -
29	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	3220	\$ 77.00							\$ -	\$ -
30	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;C)	TON	3602	\$ 65.00							\$ -	\$ -
31	2501.502	15" RC PIPE APRON	EACH	16	\$ 960.00							\$ -	\$ -
32	2501.502	24" RC PIPE APRON	EACH	4	\$ 1,100.00							\$ -	\$ -
33	2501.502	30" RC PIPE APRON	EACH	2	\$ 1,300.00							\$ -	\$ -
34	2501.502	36" RC PIPE APRON	EACH	2	\$ 1,700.00							\$ -	\$ -
35	2501.502	44" SPAN RC PIPE APRON	EACH	2	\$ 2,100.00							\$ -	\$ -
36	2501.503	15" RC PIPE CULVERT	LIN FT	340	\$ 93.00							\$ -	\$ -
37	2501.503	24" RC PIPE CULVERT	LIN FT	97	\$ 110.00							\$ -	\$ -
38	2501.503	30" RC PIPE CULVERT	LIN FT	48	\$ 142.00							\$ -	\$ -
39	2501.503	36" RC PIPE CULVERT	LIN FT	56	\$ 176.00							\$ -	\$ -
40	2501.503	44" SPAN RC PIPE CULVERT CL IIA	LIN FT	34	\$ 262.00							\$ -	\$ -
41	2501.503	15" CS PIPE CULVERT	LIN FT	3745	\$ 38.00			776	776			\$ 29,488.00	\$ 29,488.00
42	2501.503	18" CS PIPE CULVERT	LIN FT	62	\$ 43.00							\$ -	\$ -
43	2503.602	SANITARY SEWER SPOT REPAIRS	EACH	1	\$ 7,500.00							\$ -	\$ -
44	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$ 40,000.00			0.5	0.5			\$ 20,000.00	\$ 20,000.00
45	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	14	\$ 1,900.00			2	2			\$ 3,800.00	\$ 3,800.00
46	2504.602	RELOCATE HYDRANT & VALVE	EACH	12	\$ 2,900.00							\$ -	\$ -
47	2504.602	HYDRANT	EACH	3	\$ 5,400.00			1	1			\$ 5,400.00	\$ 5,400.00
48	2504.602	CURB STOP & BOX	EACH	8	\$ 965.00			3	3			\$ 2,895.00	\$ 2,895.00
49	2504.602	6" GATE VALVE AND BOX	EACH	3	\$ 2,800.00			1	1			\$ 2,800.00	\$ 2,800.00
50	2504.602	MAGNETIZED TRACER BOX	EACH	22	\$ 340.00			3	3			\$ 1,020.00	\$ 1,020.00
51	2504.602	WATER SERVICE TAP & HOOKUP	EACH	8	\$ 1,120.00			3	3			\$ 3,360.00	\$ 3,360.00
52	2504.603	8" HDPE WATER MAIN SDR 11	LIN FT	610	\$ 114.00			610	610			\$ 69,540.00	\$ 69,540.00
53	2506.502	ADJUST FRAME AND RING CASTING	EACH	24	\$ 1,700.00							\$ -	\$ -

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITIES	ULLAND UNIT COST	S.A.P. 202-102-005 PARTICIPATING QUANTITIES	S.A.P. 202-102-005 NON-PARTICIPATING QUANTITIES	LOCAL ROADS NON-PARTICIPATING QUANTITIES	TOTAL QUANTITIES PAY APP 1	SAP 202-102-005 PARTICIPATING COST	SAP 202-102-005 NON-PARTICIPATING COST	LOCAL ROADS NON-PARTICIPATING COST	TOTAL COST PAY APP 1
54	2511.507	RANDOM RIPRAP CLASS III	CU YD	187	\$ 98.00							\$ -	\$ -
55	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	132	\$ 95.00							\$ -	\$ -
56	2540.602	MAIL BOX SUPPORT	EACH	102	\$ 106.00							\$ -	\$ -
57	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 4,000.00	0.12	0.03	0.6	0.75	\$ 480.00	\$ 120.00	\$ 2,400.00	\$ 3,000.00
58	2564.502	INSTALL SIGN TYPE SPECIAL	EACH	2	\$ 225.00							\$ -	\$ -
59	2564.502	SIGN PANELS TYPE SPECIAL	EACH	102	\$ 96.00							\$ -	\$ -
60	2564.518	SIGN PANELS TYPE C	SQ FT	150	\$ 57.00							\$ -	\$ -
61	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,500.00							\$ -	\$ -
62	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	16311	\$ 3.00			13082	13082			\$ 39,246.00	\$ 39,246.00
63	2574.507	COMMON TOPSOIL BORROW	CU YD	978	\$ 26.00							\$ -	\$ -
64	2574.508	FERTILIZER TYPE 1 (20-10-20)	POUND	534	\$ 0.76							\$ -	\$ -
65	2575.504	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	7345	\$ 1.70							\$ -	\$ -
66	2575.504	SODDING TYPE LAWN	SQ YD	10278	\$ 6.00							\$ -	\$ -
67	2575.505	SEEDING	ACRE	2.0	\$ 455.00							\$ -	\$ -
68	2575.508	SEED MIXTURE 25-151	POUND	183	\$ 3.75							\$ -	\$ -
69	2580.503	INTERIM PAVEMENT MARKING	LIN FT	7638	\$ 0.40							\$ -	\$ -
70	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	5092	\$ 0.90							\$ -	\$ -
71	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	2546	\$ 1.80							\$ -	\$ -

TOTAL PAY APP 1 \$ 2,425.23 \$ 606.31 \$ 333,412.33 \$ 336,443.86