



Hermantown City Council Meeting – April 5, 2021

Because of attendance limitations at the regular meeting location due to the health pandemic, Hermantown's April 5, 2021, City Council Meeting, as well as Pre-Agenda Meeting, will be conducted both remotely and 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. Interested parties can also choose to attend the City Council Meeting in person at City Hall, but only ten (10) members of the public will be allowed in Council Chambers at any time. Masks and distancing guidelines, per Minnesota Department of Health, will be required.

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

<https://us02web.zoom.us/j/85099845694?pwd=d3dxb1RaNVU1Z1Y0QWJNU2w5eHk5QT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 850-9984-5694 and the passcode of 749097.

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 "April, 5, 2021, Meeting." It is important to note that all comments regarding the April 5, 2021, 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/83534982441?pwd=bTZPckNYdnBRUmdVa3ZWQks5VUNwZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number 835-3498-2441 and the password 397380. 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, April 5, 2021 at 4:30 p.m. Large Conference Room City Hall - Hermantown Governmental Services Building

Pre-agenda: The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

City Council Meeting April 5, 2021 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building

Invitation to participate:

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

Order of discussion

- 1. Reading of the resolution title by Mayor**
- 2. Motion/Second**
- 3. Staff Explanation**
- 4. Initial Discussion by City Council**
- 5. Mayor invites public to speak to the motion (3 minute rule)**
- 6. Follow up staff explanation and/or discussion by City Council**
- 7. Call of the vote**

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, April 5, 2021 at 4:30 p.m.
Large Conference Room
Hermantown Governmental Services Building**

**City Council Meeting April 5, 2021 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**
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. Eric Johnson, Community Development Director *(Pre-Agenda Only)*
RE: PUD Survey Results
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. **Minutes** - Approval or correction of [March 15, 2021 City Council Continuation Minutes](#) & [March 29, 2021 Work Session Minutes](#)
 - B. **Accounts Payable** – Approve general city warrants from March 16, 2021 through March 31, 2021 in the amount of \$343,904.53

(motion, roll call)
10. **MOTIONS**
11. **ORDINANCES**

- A. **2021-01** An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Amending Section 520, License Fees

Second Reading

(motion, roll call)

- B. **2021-02** An Ordinance Amending Chapter 3, Public Property, Of The Hermantown City Code By Amending Section 350, Accepted And Opened Streets And Roads

Second Reading

(motion, roll call)

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. **2021-41** Resolution Approving The Purchase Of Wetland Credits Associated With The Keene Creek Park Trail Project

(motion, roll call)

- B. **2021-42** Resolution Approving A Special Use Permit For The Grading And Filling Within A Shoreland Overlay Zoning District

(motion, roll call)

- C. **2021-43** Resolution Approving The Environmental Covenant And Easement

(motion, roll call)

- D. **2021-44** Resolution Receiving Bids And Recommending The Award Of The Contract For St. Louis County Project No. CP 0056-284469/SP 069-656-018 Reclaim & Overlay With Utility Improvements On Morris Thomas Road In The Amount Of \$ _____

(motion, roll call)

- E. **2021-45** Resolution Receiving Bids And Awarding Contract For Keene Creek Park Trail In The Amount Of \$286,778.53

(motion, roll call)

- F. **2021-46** Resolution Approving Application For New License For Charitable Gambling By Hermantown Amateur Hockey Association For McKenzie's Bar & Grill

(motion, roll call)

- G.** **2021-47** Resolution Approving Change Order Number 5 For Sewer Improvement District No. 448

(motion, roll call)

- G.** **2021-48** Resolution Approving The 2021 Speed & Aggressive Driving Enforcement Between The City Of Duluth & City Of Hermantown

(motion, roll call)

13. CLOSED SESSION

The City Council of the City of Hermantown will meet in closed session pursuant to the following statute and stated reason:

MN Statutes section 13D.05 subd 3(a) to discuss the City Administrator's performance evaluation.

The meeting will be conducted via zoom and information and link for the separate zoom meeting will be sent separately.

Following this closed session, the council will re-convene in open session pursuant to the posted agenda for that date and time and during such open session summarize its conclusions regarding the evaluation.

14. RECESS

DATE: 2021

TO: City Council Members

FROM: John Mulder, City Administrator

RE: Correspondence

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

JM

3/15/2021	21-43	Jim Atkinson, MN Power	John Mulder, City Administrator	Duluth Loop Reliability Project	3/15/2021
3/17/2021	21-44	Douglas Ahlberg	Planning & Zoning Commission	Withdrawal of Special Use Permit, 3881 Haines Rd.	3/16/2021
3/17/2021	21-45	Eric Johnson, Community Development Director	Planning & Zoning Commission	SUP, City of Hermantown	3/16/2021
3/17/2021	21-46	Eric Johnson, Community Development Director	Planning & Zoning Commission	City's Moratorium of Planned Unit Developments	3/16/2021
3/17/2021	21-47	Josh Bergstad, ARDC	Eric Johnson, Community Development Director and Planning & Zoning Commission	PUD (Planned Unit Developments) Best Practices and Local Use Evaluation	3/11/2021
3/29/2021	21-48	Eric Johnson, Community Development Director	Planning & Zoning Commission	City of Hermantown PUD Survey Results	3/16/2021
3/29/2021	21-49	Eric Johnson, Community Development Director	Planning & Zoning Commission	Planned Unit Development (PUD) Ordinance Review	3/16/2021

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



DATE: March 29, 2021 **Meeting Date:** 4/5/21
SUBJECT: Update on the PUD Study **Agenda Item:** 7-A **Presentations**

REQUESTED ACTION

No action at this time, discussion item only

BACKGROUND:

The City's Planned Unit Development (PUD) survey concluded on February 14, 2021. The survey was sent to 56 people with 45 responding (80%). The survey went out to City Council members, Planning and Zoning Commission members, City staff, local realtors and developers and Hermantown residents. 37.5% of the survey group was comprised of Hermantown residents not counting Councilors, P&Z members or City staff.

Here is some associated data:

- 49% were in favor of mid density development (3-7 units/acre);
- 27% were in favor of high density development (greater than 7 units/acre);
- 24% only favored low density (3 units/acre or less);
- 13% were not in favor of apartments within the R-3 with the remaining 87% wanting some sort of control (height restrictions, density, location, access)

The survey results were forwarded to the ARDC who is using the information as part of their study. In addition, the ARDC has looked at the following communities to study their policies/ordinances when it comes to PUD's/multi-family housing: Hopkins, Sauk Rapids, Sartell, Oakdale, Cambridge, Mankato, East Grand Forks, Grand Rapids, Golden Valley and Duluth.

An initial presentation was held at the March 16, 2021 Planning and Zoning Commission meeting. Commission members asked for additional time to review the documents as well as a work session to discuss further. A work session is scheduled for April 6 to continue the discussion.

Staff is looking at a May presentation/public hearing at Planning and Zoning with a June City Council meeting. The plan is to have an updated PUD ordinance in front of the Council in either late June/early July.

In addition to the study, staff is starting to discuss the Comprehensive Plan Update as well as possible new zoning district(s) which may further define requirements for development and identify a housing strategy for the City as part of the Comprehensive Plan.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

N/A

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
March 15, 2021
6:30 p.m.

MEETING CONDUCTED IN PERSON & VIA ZOOM

Pledge of Allegiance

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

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

ABSENT: Councilor Geissler

VISITORS: 1

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 21-34 through and including 21-42 were read and placed on file.

Communication 21-39 from MN Power to City of Hermantown regarding Duluth Loop Reliability Project

Communication 21-41 from Kevin Orme, Director of Finance & Administration to City Council regarding Sales Tax Revenue

PRESENTATIONS

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve March 1, 2021 City Council Minutes
- B. Approve general city warrants from March 1, 2021 through March 15, 2021 in the amount of \$343,913.74

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

MOTIONS

ORDINANCES

2021-01 An Ordinance Amending Chapter 5, Alcoholic Beverages, Of The Hermantown City Code By Amending Section 520, License Fees

First Reading

2021-02 An Ordinance Amending Chapter 3, Public Property, Of The Hermantown City Code By Amending Section 350, Accepted And Opened Streets And Roads

First Reading

RESOLUTIONS

2021-35 Resolution Providing For The Sale Of \$4,035,000 General Obligation Improvement And Refunding Bonds, Series 2021A

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2021-35, Resolution Providing For The Sale Of \$4,035,000 General Obligation Improvement And Refunding Bonds, Series 2021A. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2021-36 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2020 Budgets And Make Transfers

Motion made by Councilor Nelson, seconded by Councilor Hauschild to adopt Resolution 2021-36, Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2020 Budgets And Make Transfers. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2021-37 Resolution Approving A Local Road Improvement Grant Application For Street Improvement On Richard Avenue And Lindgren Road In The Hermantown Marketplace

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2021-37, Resolution Approving A Local Road Improvement Grant Application For Street Improvement On Richard Avenue And Lindgren Road In The Hermantown Marketplace. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2021-38 Resolution Approving A Local Road Improvement Grant Application For Street Improvement District #534 SP 202-101-014 Ugstad Road And Arrowhead Road

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2021-38, Resolution Approving A Local Road Improvement Grant For Street Improvement District #534 SP 202-101-014 Ugstad Road And Arrowhead Road. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2021-39 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Licenses For Utility To Cross Public Waters From The Minnesota Department Of Natural Resources And The City Of Hermantown For Relocating Water And Sewer Mains Under Keene Creek At Morris Thomas Road

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2021-39, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Licenses For Utility To Cross Public Waters From The Minnesota Department Of Natural Resources And The City Of Hermantown For Relocating Water And Sewer Mains Under Keene Creek At Morris Thomas Road. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

2021-40 Resolution Approving A Grant Application To The Western Lake Superior Sanitary District

Motion made by Councilor Hauschild, seconded by Councilor Peterson to adopt Resolution 2021-40, Resolution Approving A Grant Application To The Western Lake Superior Sanitary District. Councilors Hauschild, Nelson, Peterson, Mayor Boucher, aye. Councilor Geissler, absent. Motion carried.

Motion made by Councilor Peterson, seconded by Councilor Nelson to recess the meeting at 7:19 p.m. to Motion carried.

Mayor

ATTEST:

Clerk

**CITY COUNCIL
WORK SESSION
Via Zoom**

Monday, March 29, 2021 at 4:30 P.M.

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

ABSENT: Councilor Nelson

CITY STAFF: John Mulder, City Administrator; Eric Johnson, Community Development Director; Joe Wicklund, Communications Director; Jim Crace, Chief of Police
Steve Overom, City Attorney

OTHERS:

DISCUSSION ITEMS

Update on Community Recreation Initiative: John Mulder presented a legislative update on the sale tax request. Hearings have been held in both the Senate and the House. The House report included the sales tax for the arena and trails, but not the park improvements. The Senate Committee will release their report in the next week or so.

Joe Wicklund presented selected slices of data from the survey in order to better understand the data and the level of community interest in different subgroups of the individuals who took the survey.

City Council Priorities Review: John Mulder presented the list of City Council priorities and their relative rank by the City Council. He also included an update on some of the priorities and steps that have been taken.

Broadband: Steve Overom discussed the draft policy on broadband. Originally, the policy was designed to meet the public purpose for providing a grant to Mediacom as part of their “Field of Dreams” state grant. The State of Minnesota had specific broadband goals and the City Council has identified broadband and improved internet service as one of their priorities. As the City learned about the Federal American Rescue Funding dollars, it has been proposed that some of the money be set aside to facilitate broadband expansion. While a final recommendation is not ready for how much of the federal money would be set aside for broadband grants, it could be as much as \$500,000. The policy as it is proposed, would set the public purpose for the use of City Funds and would create a task force with specific tasks to better understand the issues, and make recommendations to the City Council about future grants to facilitate expansion of improved internet services. The draft policy would be presented to the City Council for action on April 5th. Following that, a draft grant agreement would be sent to Mediacom for comment before presenting it to the City Council for approval.

Naming Rights: John Mulder reviewed the discussion points on the naming policy that had been sent out earlier in the day. Typically, there are two ways things get named. The first is simply recognizing a person or place with a name, and the second is through a naming agreement. In the past, parks were either named in recognition of individuals for their service and/or donation, or for nearby geographical features. The first formal naming rights agreement was with the Essentia Wellness Center. In that case, the City issued a Request for Proposals (RFP) for a health partner to have a presence in the building. Out of that proposal process, a naming rights agreement was developed. John Mulder suggested that the City Council should decide if a naming rights option would be available on any given item (whether it be a facility, park or trail). In some cases, it simply may not be something the City would not want a name attached to.

He suggested that if the Council was willing to offer a naming rights opportunity, then Council should set a minimum and then formally see proposals. That process would include having a draft naming agreement. A model naming agreement was included in the material sent out with the discussion points. Within the first half of April, John will convene a small group of no more than two Council members and some City staff to consider a process for naming the trail without a naming rights agreement.

Legal Services RFP – Timing: John Mulder discussed the draft Request for Proposals (RFP) for legal services that was included in the packet. The RFP needs some final changes before it is ready to be presented for approval to the City Council. The proposed timing would be for the City Council to approve a final RFP at the first meeting of June. Proposals would then be due the first part of July with the Council deciding in either August or September after interviews. The start date would be negotiated between the City and the new firm.

Recess: The meeting recessed at approximately 6:25 p.m.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #67169-#67227
03/16/2021-03/31/2021

PAYROLL CHECKS

Electronic Checks - #70976-71019 72,717.03

LIABILITY CHECKS

Electronic Checks - #70969-70975 \$58,421.91

Checks - #67217-67223 \$73,553.00

Checks - #67226-67227 \$2,020.24

PAYROLL EXPENSE TOTAL \$206,712.18

ACCOUNTS PAYABLE

Checks - #67169-67216 \$132,562.67

Checks - #67224-67225 \$2,243.05

Electronic Payments -#99882- #99884 \$2,386.63

ACCOUNTS PAYABLE TOTAL \$137,192.35

TOTAL \$343,904.53

CITY OF HERMANTOWN, MN 03/16/2021-03/31/2021
 Check # is between 67169 and 67227 or Check # is between -99884 and -99882

3/30/2021

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	394.15	-99884
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,132.48	-99883
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	860.00	-99882
602	494500	Sewer Maintenance	A W KUETTEL & SONS INC	Fabricate L Brackets Bobs Truc	132.00	67169
101	452100	Parks	A W KUETTEL & SONS INC	I-Beams Rose Rd Scoreboard	984.00	67169
601	494400	Water Administration and General	AT&T MOBILITY	Cell phones/Tablets PW	168.33	67170
101	431100	Street Department	AT&T MOBILITY	Cell phones/Tablets PW	157.85	67170
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell phones/Tablets PW	45.10	67170
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,364.31	67170
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell phones/Tablets PW	163.20	67170
101	415300	Administration & Finance	AT&T MOBILITY	Cell phones Mulder	49.93	67170
101	431901	City Garage	BATTERIES PLUS BULBS	Batteries for Security System	85.55	67171
101	431901	City Garage	BATTERIES PLUS BULBS	Batteries for Security System	39.98	67171
101	431100	Street Department	BOBCAT OF DULUTH INC	Bristles for Sweeper for Skid	770.24	67172
402	431150	Street Improvements	BRAUN INTERTEC CORPORATION	Ugstad & Arrowhead Street & Ut	1,793.75	67173
101	431100	Street Department	BW DISTRIBUTING	Vehicle Wash Soap	436.93	67174
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH #2 Feb 28-Mar 27	69.98	67175
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	2.10	67176
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	20.58	67176
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67176
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinet	134.40	67176
101	431901	City Garage	CINTAS CORPORATION	Supplies	29.75	67176
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	67176
101	431901	City Garage	CINTAS CORPORATION	Supplies	11.25	67176
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.42	67176
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	67176
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.42	67176
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	67176
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Feb Water Charges	59,843.33	67177
601	494400	Water Administration and General	CUSTOMER ELATION INC	Mar answering	33.79	67178
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Mar answering	22.52	67178
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Printer Cleaning - PW	99.50	67179
101	419901	City Hall & Police Building Maintenance	DALCO	Restroom Supplies CH	58.44	67180
101	419901	City Hall & Police Building Maintenance	DALCO	Disinfectant Aerosol	84.92	67180
101	422901	Firehall #1 Maple Grove Road	DOORCO, INC.	Repair Door FH #1	130.00	67181
101	431901	City Garage	DOORCO, INC.	Door Repair PW	130.00	67181
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	Outstanding Indebtedness Repor	318.75	67182
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	Outstanding Indebtedness Repor	318.75	67182

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	414100	Elections	ELECTION SYSTEMS & SOFTWARE	Election Machine Firmware Lice	1,137.50	67183
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	6" H2O Valve w/alpha connectio	860.46	67184
101	421100	Police Administration	FURTHER	Monthly Participant Fee Mar	34.70	67185
602	494900	Sewer Administration and General	FURTHER	Monthly Participant Fee Mar	5.43	67185
101	415300	Administration & Finance	FURTHER	Monthly Participant Fee Mar	10.30	67185
601	494400	Water Administration and General	FURTHER	Monthly Participant Fee Mar	3.62	67185
101	431100	Street Department	FURTHER	Monthly Participant Fee Mar	4.00	67185
101	419100	Community Development	FURTHER	Monthly Participant Fee Mar	0.80	67185
101	419901	City Hall & Police Building Maintenance	FURTHER	Monthly Participant Fee Mar	2.75	67185
101	422901	Firehall #1 Maple Grove Road	GOODIN COMPANY INC	FH #1 Toilet Seat	22.70	67186
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 15	51.84	67187
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica Mar	96.00	67188
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Replace Power Steering Rack an	2,002.31	67189
412	419100	Community Development	HERMANTOWN STAR LLC	Bids Keene Creek Park Trail	247.50	67190
230	465100	HEDA	HERMANTOWN STAR LLC	Recreation Initiative ad	398.40	67190
101	419100	Community Development	HERMANTOWN STAR LLC	PH P&Z	66.00	67190
230	465100	HEDA	ICS	Hermantown Recreation Initiati	2,400.00	67191
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	67192
275	452200	Community Building	MEDIACOM	EWC - Cable TV - March	158.46	67192
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	67192
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	394.82	67192
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	98.70	67192
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	67192
275	452200	Community Building	MEDIACOM	EWC - Telephone	457.91	67192
101	431901	City Garage	MENARD INC	Conduit and Elect Box	5.91	67193
101	422901	Firehall #1 Maple Grove Road	MENARD INC	Dishwasher Elbow and Steel woo	6.23	67193
601	494300	Water Distribution	MENARD INC	Spray Paint	15.61	67193
101	431901	City Garage	MENARD INC	Bolts for table in Weld Area	30.89	67193
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	884.43	67194
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	5,886.54	67194
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	767.09	67194
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	723.62	67194
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	161.26	67194
275	452200	Community Building	MN POWER	Electricity EWC	8,314.70	67195
605	431160	Street Lighting	MN POWER	Electricity Traffic Lights	689.08	67195
275	452200	Community Building	MN POWER	Electricity EWC Garage	201.87	67195
101	431901	City Garage	MN POWER	Electricity PW	266.04	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	620.11	67195

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	452100	Parks	MN POWER	Electricity Little Leagues	18.28	67195
101	422903	Firehall #3 Midway Road	MN POWER	Electricity FH #3	102.44	67195
101	452200	Community Building	MN POWER	Electricity Comm Bldg	974.01	67195
602	494900	Sewer Administration and General	MN POWER	Electricity Sewer	608.22	67195
101	452100	Parks	MN POWER	Electricity Parks	169.18	67195
601	494400	Water Administration and General	MN POWER	Electricity PW	159.62	67195
101	452200	Community Building	MN POWER	Electricity 5028 Miller Trk	252.43	67195
101	431901	City Garage	MN POWER	Electricity Maple Gr Garage	45.39	67195
101	422902	Firehall #2 Morris Thomas Road	MN POWER	Electricity FH #2	108.87	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	416.04	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	341.51	67195
602	494900	Sewer Administration and General	MN POWER	Electricity PW	106.41	67195
601	494400	Water Administration and General	MN POWER	Electricity -Water	797.49	67195
101	422901	Firehall #1 Maple Grove Road	MN POWER	Electricity FH #1	1,451.86	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	321.54	67195
101	419901	City Hall & Police Building Maintenance	MN POWER	Electricity CH/PD	2,270.87	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	14.43	67195
605	431160	Street Lighting	MN POWER	Electricity Street Lights	438.10	67195
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Mar Internet	524.16	67196
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Mar Internet	131.04	67196
602	494500	Sewer Maintenance	NORTHERN ENGINE & SUPPLY INC	Filter	23.40	67197
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Plow Bolts	36.20	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Bolts	14.09	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Drill Bit	30.17	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Flap Disc for Grinder	248.29	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts and Plow Bolts	31.91	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Drill Bits and Elect connector	118.89	67198
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Hand wipes for Trucks, Grindin	55.07	67198
101	431100	Street Department	O'REILLY FIRST CALL	Hitch for New H7 1 ton	81.98	67199
101	431100	Street Department	O'REILLY FIRST CALL	Wrenches for Snowblower to hav	60.96	67199
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	350.00	67200
101	421100	Police Administration	OVEROM LAW, PLLC	25 mph issues	126.50	67200
230	465100	HEDA	OVEROM LAW, PLLC	HEDA sale of 5028 Miller Trk	259.00	67200
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	63.00	67200
101	419100	Community Development	OVEROM LAW, PLLC	CIC Commercial Development	5.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Purchasing Policy Matters	35.00	67200
101	419100	Community Development	OVEROM LAW, PLLC	Airport Zoning Amendment	5.00	67200
475	431150	Street Improvements	OVEROM LAW, PLLC	Lavaque Jct St Improvement	439.00	67200

CITY OF HERMANTOWN, MN 03/16/2021-03/31/2021
Check # is between 67169 and 67227 or Check # is between -99884 and -99882

3/30/2021

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	63.00	67200
101	419100	Community Development	OVEROM LAW, PLLC	Zierden Okerstrom Rd Developme	67.50	67200
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development	161.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance	112.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Broadband Expansion	257.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	84.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals	567.00	67200
275	452200	Community Building	OVEROM LAW, PLLC	EWC	60.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Blasting Claim	42.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	2021-2022 CIP	101.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	536.01	67200
101	419100	Community Development	OVEROM LAW, PLLC	Zoning Application Denial Proc	119.00	67200
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	2017 Sewer Trunkline	63.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Naming Rights Policies	77.00	67200
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Private Sewer Agreements	12.50	67200
101	416100	City Attorney	OVEROM LAW, PLLC	3954 Midway Rd Nuisance Prop	168.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,250.00	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Motorgrade Lease Matters	461.01	67200
101	416100	City Attorney	OVEROM LAW, PLLC	Mediacom Expansion	84.00	67200
101	421100	Police Administration	PER MAR SECURITY SERVICES INC	CCTV 04/21 - 06/21	81.03	67201
602	494500	Sewer Maintenance	PLAWCS	EXCESS VOLUME 1/01/20-12/31/20	1,948.42	67202
101	431100	Street Department	PRAXAIR DISTRIBUTION INC	Cylinder Rent/Safe Env fee	47.83	67203
101	421100	Police Administration	SHRED-N-GO INC	Shredding	91.89	67204
101	419901	City Hall & Police Building Maintenance	SHRED-N-GO INC	Shredding	91.88	67204
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Feb	34.20	67205
101	431100	Street Department	TRAVELERS	Add Motograder & Loader	436.00	67206
101	419901	City Hall & Police Building Maintenance	UHL COMPANY INC	Service boiler PD side	580.00	67207
101	419901	City Hall & Police Building Maintenance	UHL COMPANY INC	Frequency Drive Issue PD side	191.00	67207
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Feb Bill Print	496.94	67208
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb Bill Print	496.94	67208
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb Bill Print	496.94	67208
260	456101	Cable	WALDNER, LARS	Cable TV Coordinator March	625.00	67209
236	465300	Hermantown Wetland	WSP	Wetland Delineation Lavaque Jc	1,500.00	67210
101	415300	Administration & Finance	COACH FOR SUCCESS, INC	Exec Coach Program 2020/2021	1,800.00	67211
601	494300	Water Distribution	MN DEPARTMENT OF NATURAL RESOURCES	License (Coop agreement w/Coun	293.00	67212
602	494500	Sewer Maintenance	MN DEPARTMENT OF NATURAL RESOURCES	License (Coop agreement w/Coun	293.00	67213
101	424100	Building Inspection	M-R SIGN CO INC	911 Signs (16)	377.02	67214
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Variance Melin Dustin	46.00	67215

CITY OF HERMANTOWN, MN 03/16/2021-03/31/2021
 Check # is between 67169 and 67227 or Check # is between -99884 and -99882

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Fund	Account	Department	Vendor Name	Description	Amount	Check #
260	456101	Cable	NEXTEC SYSTEMS	Video Server and Power Protect	11,914.56	67216
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	LifeIns Inactives McMillan Apr	4.05	67224
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives April	1,388.70	67225
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Inactives April	850.30	67225
Totals:					137,192.35	

156 records printed

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: March 31, 2021
SUBJECT: Ordinance Amending Chapter 5, Liquor License Fees



Meeting Date: 4/5/21

Ordinance 2021-01

REQUESTED ACTION

Second reading of Ordinance Amending Chapter 5, Alcoholic Beverages for a one-time reduction of liquor license fees by 25% and by allowing liquor license fees to be paid in three installments instead of in full at the time of renewal for on-sale license holders and also to provide for a temporary outdoor service area.

BACKGROUND

In 2020, we did not reduce fees but allowed on-sale license holders to pay in 3 installments. The outdoor service area provision expired November, 2020. This year, we are proposing a 25% one-time reduction, payment in 3 installments and a temporary outdoor service area until the governor's executive order expires or November 1, 2021, whichever comes first. The license fees will return to normal for the 2022/2023 license year. Exhibit A shows the dance permit amount removed for AAD Shrine & Beacon, the 25% reduction, the total reduction and the one-time 2021/2022 fee amount for each license holder as well as the 2022/2023 fees.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Ordinance No. 2021-01

The City Council of the City of Hermantown does ordain:

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

Section 1. Purpose and Intent. The purpose and intent of this amendment to Chapter 5, Alcoholic Beverages, of the Hermantown City Code (“Alcoholic Beverage Code”) is to update the provisions of the Alcoholic Beverage Code in response to the COVID-19 pandemic to provide a one-time reduction in liquor license fees and a temporary payment solution for holders of existing licenses and new applicants for licenses issued under the Alcoholic Beverage Code and also to provide for temporary outdoor service area.

Section 2. Amendment to Section 520. The Alcoholic Beverage Code is hereby amended by adding Section 520.03, COVID-19 Pandemic Payment Plan, to read as follows:

“520.03 COVID-19 Pandemic One-Time Fee Reduction Payment Plan. The license fees otherwise payable pursuant to Section 520 are reduced on a one-time basis to the amounts shown on Exhibit A in the 2021/2022 license year and may be payable to the City Clerk in the amounts listed on Exhibit A in three (3) equal installments on June 30, 2021, September 30, 2021 and December 31, 2021. Failure to remit such amounts may result in a suspension of the license issued under this Chapter 5. Any suspension for failure to make payment required by this Section 520.03 shall be effective five (5) days after the date of a letter from the City Clerk to the license holder advising the license holder that his/her/its license will be suspended unless the payment required to be paid is made. The provisions of this Section 520.03 shall expire and be of no further force and effective on December 31, 2021.” The license fees will return to the amounts shown on Exhibit A for the 2022/2023 license year and following years.

Section 3. Amendment to Section 530. The Alcoholic Beverage Code is hereby amended by adding Section 530.15.1.1, COVID-19 Pandemic Temporary Outdoor Service Area, to read as follows:

“530.15.1.1 COVID-19 Pandemic Temporary Outdoor Service Area. The provisions of 530.15.1 requiring the exterior service area be bounded by a permanent structure of at least six feet, be replaced with a requirement that the exterior service area be bounded by a barrier acceptable to the Chief of Police and City Clerk. The provisions of this Section 530.15.1.1 shall expire and be of no further force and effect on November 1, 2021 or until the governor’s executive order expires.

Section 4. Amendments to be Inserted in Code. After this ordinance becomes effective, the changes made by this ordinance shall be made in the appropriate place in the Hermantown City Code. This ordinance shall be published in the official newspaper of the City.

Section 5. Effective Date. The provisions of this Ordinance shall be effective immediately after adoption.

Dated:

Mayor

Attest:

City Clerk

Adopted:

Published:_____

Effective Date:_____

EXHIBIT A

On Sale Liquor Licensees	2022/2023 Fee		One-Time Reduction	25% Reduction	Total Reduction	One-Time 2021/2022 Fee
AAD Temple	\$4,155.00	Incl. Sunday/Dance	\$500.00	\$913.75	\$1,413.75	\$2,741.25
Beacon Sports Bar	\$4,155.00	Incl. Sunday/Dance	\$500.00	\$913.75	\$1,413.75	\$2,741.25
Chalet Lounge	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Fosters Sports Bar & Grill	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Maya Authentic Mexican Restaurant	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
McKenzies Bar & Grill	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Outback Steakhouse	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Skyline Lounge	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
The Social House	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Valentini's	\$3,655.00	Incl. Sunday		\$913.75	\$913.75	\$2,741.25
Wine/Strong Beer Licensees	2022/2023 Fee					
China Star	\$1,150.00			\$287.50	\$287.50	\$862.50
Do North Pizzeria	\$1,355.00	Incl. Sunday		\$338.75	\$338.75	\$1,016.25
Sammys Pizza of Hermantown	\$1,355.00	Incl. Sunday		\$338.75	\$338.75	\$1,016.25
The King of Creams	\$1,355.00	Incl. Sunday		\$338.75	\$338.75	\$1,016.25
Yellow Bike Coffee	\$1,150.00			\$287.50	\$287.50	\$862.50
	\$43,915.00				\$11,728.75	\$32,186.25

On Sale Intox. Liquor - \$3,450.00
Sunday - \$205.00
Dance - \$500.00
Wine/Strong Beer - \$1,150.00

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: March 31, 2021
SUBJECT: Ordinance Amending Chapter 3, Public Property



Meeting Date: 4/5/21

Ordinance 2021-02

REQUESTED ACTION

Second reading of Ordinance Amending Chapter 3, Public Property, by updating the accepted and opened streets and roads

BACKGROUND

This was last updated in 2016. Since 2016 we have added some Roads and changed the segmentation on a few. The attached Exhibit A has these changes highlighted in yellow. Ralston Drive has been removed since it's in the Federal Prison Camp and not a city street.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Exhibit A Section 350- Rev. 2021.

Ordinance No. 2021-02

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN
CODE OF ORDINANCES BY AMENDING SECTION 350,
ACCEPTED AND OPENED STREETS AND ROADS**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to update the accepted and opened streets and roads.

Section 2. Amendment to Chapter 3. Chapter 3, Public Property, of the City of Hermantown Code of Ordinances is hereby amended by updating Section 350, Accepted and Opened Streets and Roads, to read as shown on Exhibit A attached hereto.

Section 3. Amendment to be Inserted in Code. After the amendment made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated:

Mayor

Attest:

City Clerk

Adopted:

Published: _____

Effective Date: _____

EXHIBIT A

Exhibit A

2021 Road Inventory

Quadrant	Road Name	Road Section	Surface	Length (Miles)
NW	Abrahamson Rd	TH 53 - N 0.128 miles	Gravel	0.272
NE	Adrian Ln	Stebner - E 1.004 miles	Bit.	0.261
NE	Airport Rd	HWY 53 - Airport	Grass	0.030
SE	Alder Ave	County Road - N 0.247 miles	Bit.	0.073
SE	Alexander Rd	Morris Thomas-Portland	Bit.	0.501
SW	Almquist Rd	Hwy 2-Hermantown	Gravel	0.917
SE	Anderson Rd	Getchell-Stebner	Bit.	0.546
SE	Anderson Rd	Dead End Getchell - W 0.057 miles	Gravel	0.259
SE	Anderson Rd	Stebner-Haines	Bit.	0.951
SE	Arthur Ln	Hermantown-Keene Creek	Bit.	0.079
NE	Beaver Creek Rd	Lavaque - W 0.501 miles	Bit.	0.206
SE	Benson Rd	Lavaque - E 0.288 miles	Gravel	0.236
SE	Berkeley Rd	Haines - W 0.217 miles	Bit.	0.310
SE	Birch Rd	Morris Thomas - S 0.053 miles	Gravel	0.249
NW	Birch Valley Rd	Arrowhead - S 0.466 miles	Bit.	0.372
NE	Bullyan Dr	Sugar Maple-Bullyan	Bit.	0.060
SE	Bush Dr	County Road - N 0.231 miles	Bit.	0.080
SE	Carlson St	Alexander-Haines	Bit.	0.122
NE	Cedar Ridge Dr	Grouse Ridge - E 1.103 miles	Bit.	0.231
SE	Chris Dr	Garden Park - E 0.38 miles	Gravel	0.128
NE	Cirrus Dr	TH 53-Airport	Bit.	0.312
NW	Cold Creek Ln	Hagberg Rd North	Gravel	0.250
SE	Copley Rd	Morris Thomas-Berkeley	Bit.	0.500
SE	Country Lane	Country Road - S 0.379 miles	Bit.	0.332
SE	Country Road	Lavaque - W 0.377 miles	Bit.	0.498
NE	Creekwood Place	Trails End - N 0.4 miles	Bit.	0.075

NW	Dahl Rd	Arrowhead - N 0.546 miles	Bit.	0.125
SE	Dana Rd	Morris Thomas - S 0.121 miles	Bit.	0.159
NE	Eagle Dr	Kingswood-Falcon	Bit.	0.148
NE	Evee Dr.	Haines RD	Bit.	0.250
NE	Falcon Dr	Ugstad - E 0.07 miles	Bit.	0.319
SW	Five Corners Rd	Hermantown-Maple Grove	Gravel	1.144
SE	Foxborrow	Lavaque Rd	Gravel	0.250
NE	Frontier Way	Haines - W 0.087 miles	Bit.	0.113
SE	Garden Park Dr	St Louis River Rd-Maple Dr	Gravel	0.180
NE	Getchell Rd	Arrowhead-Trails End	Bit.	0.400
SE	Getchell Rd	Stebner-Morris Thomas	Bit.	0.970
SE	Getchell Rd	Maple Grove - Lightning	Gravel	0.372
SE	Getchell Rd	Anderson-Maple Grove	Bit.	0.850
SE	Getchell Rd	Hermantown-Anderson	Bit.	0.480
SE	Getchell Rd	Anderson-Red Cedar	Gravel	0.150
SE	Getchell Rd	Morris Thomas - Hermantown	Gravel	0.524
SE	Greystone	Stebner - W 0.119 miles	Bit.	0.393
NE	Grouse Ridge Dr	Arrowhead - N 0.363 miles	Bit.	0.379
NW	Hagberg Rd	Midway - E & W 0.18 miles	Gravel	1.372
SW	Hahn Rd	Hwy 2 - N 0.9 miles	Gravel	0.180
NE	Heartwood Ln	Arrowhead - S 2.72 miles	Bit.	0.261
SE	Hermantown Rd	Stebner-Okerstrom	Bit.	0.500
SE	Hermantown Rd	Ugstad-Lavaque	Bit.	1.180
SE	Hermantown Rd	Okerstrom-Haines	Bit.	0.500
SE	Hermantown Rd	Lavaque-Stebner	Bit.	1.080
SW	Hermantown Rd	Lindahl-Ugstad	Bit.	1.000
SW	Hermantown Rd	HWY 2-Midway	Bit.	1.060
SW	Hermantown Rd	Midway-Lindahl	Bit.	0.900
SE	Hidden Creek Ave	Whitepine - Red Cedar	Bit.	0.250
NW	Jackson Dr.	Washington Dr	Bit.	0.500
NW	Jamebard Rd	Midway - W of	Gravel	0.466

NW	Jamie Dr	Joshua - N 0.97 miles	Bit.	0.280
NW	Jefferson	McKinley- S.	Bit.	0.170
NW	Joey	Dahl Rd - E of	Bit.	0.153
SE	Johnson Rd	Morris Thomas-Portland	Bit.	0.578
NE	Jonan	E and W of Getchell	Bit.	0.203
NW	Joshua Ln	Dahl Rd - W 1.18 miles	Bit.	0.050
SE	Kenroy Rd	Anderson - S 0.372 miles	Gravel	0.366
NE	Kingswood Ln	Rebecca-Eagle	Bit.	0.181
NE	Lavaque Junction Rd	Ugstad-Lavaque	Bit.	1.004
NE	Lightning Dr	Stebner - W to Thunderchief Ln.	Bit.	0.210
NE	Lightning Dr	Thunderchief Ln - Getchell	Gravel	0.300
SE	Linda Rd	Morris Thomas - N 0.5 miles	Bit.	0.243
NW	Lindahl Rd	TH 53 - N 0.082 miles	Bit.	0.440
NW	Lindahl Rd	Arrowhead - N 0.319 miles	Gravel	0.397
NW	Lindahl Rd	Maple Grove-Arrowhead	Gravel	1.000
NW	Lindahl Rd	Hwy 53/South	Gravel	0.250
SW	Lindahl Rd	HWY 2-Morris Thomas (Dead End @ Creek)	Gravel	0.662
SW	Lindahl Rd	Hermantown-Maple Grove	Gravel	0.999
NE	Lindgren Rd	Loberg-Haines	Bit.	0.070
NE	Lindgren Rd	E and W of Loberg	Gravel	0.363
NE	Loberg Rd	Maple Grove - Hwy 53	Bit.	0.830
NE	Market Street	Loberg-Haines	Bit.	0.250
NE	Market Street	Loberg - Westberg	Bit	.0250
NE	Maribe Dr	Getchell - E 0.159 miles	Bit.	0.089
NE	Marko Dr	Getchell - E 0.393 miles	Bit.	0.087
SE	Mary Ln Dr	Haines - W 0.125 miles	Gravel	0.319
NW	McKinley Dr	Washington Dr	Bit.	0.500
NE	Menard Dr	Arrowhead - N 0.578 miles	Bit.	0.121
SW	Misty Morning Dr	Maple Grove - S 0.259 miles	Bit.	0.225
NE	Norway Pines Pl	HWY 53 -N 0.234 miles	Bit.	0.160
SE	Oak Ridge Dr	Stebner - E 1.08 miles	Bit.	0.457

SE	Okerstrom Rd	Morris Thomas - S 0.05 miles	Gravel	0.245
SE	Okerstrom Rd	Hermantown-Anderson	Bit.	0.283
SE	Okerstrom Rd	Morris Thomas-Hermantown	Gravel	0.720
SE	Okerstrom Rd	Anderson - N 0.153 miles	Gravel	0.132
SW	Old Hwy 2	Midway Rd West-Hwy 2	Gravel	1.103
SW	Old Hwy 2	Midway Rd. East to Dead End	Gravel	0.320
SW	Old Midway	Midway-Midway	Bit.	0.988
SE	Park Dr	Youngdahl-Sheridan	Gravel	0.085
SE	Portland Rd	Johnson-Haines	Bit.	0.243
NE	Prospect Blvd	Market St. - N 0.374 miles	Bit.	0.083
SE	Radar Rd	Stebner - W 0.272 miles	Gravel	0.174
SE	Radar Rd	Getchell - W 0.397 miles	Gravel	0.250
NE	Rebecca Rd	Arrowhead-Kingswood	Bit.	0.144
SE	Red Cedar St	Getchell - W 0.524 miles	Bit.	0.234
SE	Red Oak Circle	Whitetail - W 0.366 miles	Bit.	0.082
SE	Reinke Rd	Hermantown-Maple Grove	Gravel	1.065
NE	Richard Dr.	Maple Grove	Bit.	0.250
NE	Ridge Circle	Terrace - S 0.261 miles	Bit.	0.056
NW	Roosevelt Dr	Ugstad - W 0.287 miles	Bit.	0.472
NW	Rose Rd	Solway-Midway	Bit.	1.016
NW	Rose Rd	TH 53 - W 0.085 miles	Gravel	0.163
NW	Rose Rd	Midway - E 0.166 miles	Gravel	0.393
NW	Rose Rd	Midway E-0.180	Bit.	0.180
NE	Sams Dr.	Richard Dr.	Bit.	0.250
SW	Sangstrom Rd	Maple Grove - S 5.232 miles	Gravel	0.611
SE	Secora Rd	Wagner - S 0.163 miles	Gravel	0.253
NE	Service Rd (Miner's)	Hwy #53 East of Lavaque	Bit.	0.500
NE	Service Rd (Chalet)	Hwy #53 East of Stebner	Bit.	0.500
SE	Shelby Rd	Getchell-Stebner	Bit.	0.287
SE	Sheridan Rd	Park-Lavaque	Gravel	0.166
NE	Silver Leaf St	Lavaque-Sugar Maple	Bit.	0.435

SW	Splitrail Dr	Ugstad - W 0.174 miles	Bit.	0.199
NE	Stebner	Maple Grove - Hwy #53	Bit.	1.500
SE	Stebner	Morris Thomas-Hermantown	Bit.	0.730
SE	Stebner	Anderson-Maple Grove	Bit.	1.000
SE	Stebner	Hermantown-Anderson	Bit.	0.280
SE	Sterling Pond Pl	Greystone - S 0.06 miles	Bit.	0.053
NE	Sugar Maple Dr	Th 53 - S 0.148 miles	Bit.	0.597
NE	Sundby Rd	Air Base-Swan lake	Bit.	0.259
SW	Sunnyview Rd	Ugstad - W 0.18 miles	Gravel	0.217
NE	Swan Lake Rd	Sundby-Haines	Bit.	0.340
NE	Terrace Circle	Stebner - E 0.203 miles	Bit.	0.308
NW	Thielke Circle	W. Arrowhead –N.	Bit.	.0120
SE	Thompson Rd	Lavaque-Getchell	Bit.	0.591
NE	Thunderchief Ln	Stebner - W 0.14 miles	Gravel	0.105
NE	Timber Hill Ct	Sugar Maple - E 0.181 miles	Bit.	0.057
NE	Trails End Dr	Getchell-Trailwood	Bit.	0.636
NE	Trailwood St	Stebner-Trails End	Bit.	0.119
NW	Truman Drive	Ugstad-Jefferson	Bit.	.0330
NE	Twin Pines St	Ugstad - E 0.144 miles	Bit.	0.221
SW	Ugstad	Hwy.#53-St.Louis Rover Road	Bit.	5.232
NW	Vaux Rd	TH 53 - N 0.312 miles	Bit.	0.140
NW	W. Arrowhead Rd	Midway-Hwy#53	Bit.	5.500
NW	W. Arrowhead Rd	Midway-Solway	Gravel	1.000
SE	Wagner Rd	Lavaque - W 0.48 miles	Gravel	0.247
SW	Wargin Rd	Morris Thomas - S 0.662 miles	Gravel	0.312
NW	Washington Dr.	Roosevelt Dr	Bit.	0.500
NW	Welsh Rd	Hagberg Rd North	Gravel	0.250
NE	West Pond Dr	Adrian-Terrace	Bit.	0.164
NE	Westberg Rd	Maple Grove Rd – Market St.	Bit.	0.380
NW	Westwood Rd	Arrowhead - S 0.122 miles	Bit.	0.244
SE	White Pine St	Getchell	Bit.	0.500

SE	Whitetail Dr	Maple Grove-Stebner	Bit.	0.312
SE	Wildrose Trail	Getchell - W 0.083 miles	Bit.	0.374
SE	Willow Place	Red Cedar - N 0.597 miles	Bit.	0.067
NE	Woodridge Dr	Stebner - E 0.308 miles	Bit.	0.253
SE	Youngdahl Rd	Park - W 0.457 miles	Gravel	0.180

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



DATE: March 31, 2021 **Meeting Date:** 4/5/21
SUBJECT: Keene Creek Park Trail – **Agenda Item: 12-A** **Resolution 2021-41**
Wetland Credit Purchase

REQUESTED ACTION

Council to approve a Wetland Banking Credit Purchase with Bruce Hasbargen for the purpose of the Keene Creek Park Trail project.

BACKGROUND

The City Staff has been working with WSP, USA as the wetland consultant for the Keene Creek Park Trail segment project. The City Engineer has prepared a trail plan which impacts 16,553 square feet of wetlands and results in permanent impacts which require the purchase of wetland credits. One wetland credit is the equivalent of one acre of wetland area.

The consultant and City staff presented this project to the Hermantown Technical Evaluation Panel (TEP), who reviews wetland projects throughout the City. The TEP supported the impact of additional wetlands in order to avoid the crossing of Keene Creek, which is viewed as having a higher environmental value. As part of their support, the TEP required that wetland credits either be purchased in Bank Service Area (BSA) 1 or 2.

The consultant has located these credits in the local Bank Service Area 2 and has obtained a Purchase Agreement from Bruce Hasbargen for 0.38 credits at a cost of \$37,026 per credit which is a cost of \$0.85 per square foot.

City Staff is requesting the approval of a Wetland Credit Purchase from Bruce Hasbargen in the amount of \$14,325.62 which includes the cost of the credits as well as the associated fees for the credit purchase. These credits will be available immediately and will be used for the Keene Creek Park Trail segment project.

SOURCE OF FUNDS (if applicable)

Wetland Fund 240-494500-465

ATTACHMENTS

Purchase Agreement

Resolution No. 2021-41

RESOLUTION APPROVING THE PURCHASE OF WETLAND CREDITS ASSOCIATED WITH THE KEENE CREEK PARK TRAIL PROJECT

WHEREAS, The City of Hermantown has been preparing plans for the proposed Keene Creek Park Trail (Project), and

WHEREAS, The Project will be impacting 0.38 acres of wetland associated with the Project, and

WHEREAS, The City of Hermantown, (“Applicant”) applied to the Hermantown Technical Evaluation Panel (“Application”) for approval of a wetland impacts for an activity affecting 0.38 acres of Wetlands, and

WHEREAS, The LGU mailed a copy of the Application and an invitation to submit comments on the Application to the members of the Hermantown Technical Evaluation Panel (“TEP”), and

WHEREAS, The TEP duly considered the Application and previously conducted an on-site inspection, completion of technical findings and recommendations on questions of Wetland functions, and the resulting public values, location, size, and type with respect to the Application, described in the TEP Meeting minutes, and

WHEREAS, The TEP recommended conditional approval of the impacts contingent upon the purchase of wetland credits required to mitigate the wetland impacts, 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 enter into a purchase agreement with Bruce Hasbargen in the amount of \$14,325.62, and

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

1. Bruce Hasbargen is hereby determined to be able to provide the wetland credits.
2. The price of \$14,325.62 for said credits is hereby accepted.
3. Per the CIP the funds for the payment of the wetland credit purchase will be paid from Fund No. 240 and expensed to 240-494500-465.

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 on April 5, 2021.

The following is a sample of a possible Purchase Agreement for the sale of Wetland Banking Credits. This Purchase Agreement does not necessarily cover all of the issues that would be important to Sellers and Buyers, nor does it address the terms that would be appropriate for any particular transaction. Sellers and Buyers should obtain the services of qualified legal counsel to adapt this Purchase Agreement to meet their specific needs.

**PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS**

THIS AGREEMENT is made this 6th day of April, 2021 between
Bruce Hasbargen (Seller) and City of Hermantown (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

Credits to be Sold										
Credit Subgroup	Credit Type SWC or AGC		Wetland Type/Plant Community Type			Cost per Credit		Credit Amounts		
						\$37,026		0.380		
Per Credit Withdrawal Fee by BSA*						Enter the Withdrawal Fee for the BSA of the account:	Total Cost:	\$14,069.88	Total Credits:	0.380
	SWC	AGC		SWC	AGC		<i>Withdrawal Fee x total credits = fee</i>			
BSA 1	\$520	\$270	BSA 6	\$1,083	\$586	\$371	Withdrawal Fee:	\$140.98		
BSA 2	\$371	\$191	BSA 7	\$1,992	\$1,060		<i>Easement Stewardship fee x total credits = fee</i>			
BSA 3	\$725	\$389	BSA 8	\$2,577	\$1,348	Easement Stewardship Fee:	Stewardship Fee:	\$114.76		
BSA 4	\$1,412	\$724	BSA 9	\$2,628	\$1,332	\$302	Total Fees:	\$255.74		
BSA 5	\$685	\$367	BSA 10	\$3,099	\$1,580		Grand Total:	\$14,325.62		

*AGC is for Ag bank credits and SWC is for standard bank credits.

2. Seller represents and warrants as follows:
- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of \$ 14,069.88 for the Credits, as follows:
- a) \$ 0 as earnest money, to be paid when this Agreement is signed; and
 - b) The balance of \$ 14,069.88 to be paid on the Closing Date listed below.
4. Buyer, Seller agrees to pay to a withdrawal fee of \$ 140.98 to the State of Minnesota based on the per credit fee of \$ 371 for Bank Service Area 2 and a stewardship fee of \$ 114.76 based on the per credit fee of \$ 302. At the Closing Date, Buyer, Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.
5. The closing of the purchase and sale shall occur on TBD, 20__ (Closing Date) at ____. **(To be determined based on approval of the applicant's replacement plan)** The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form to Withdraw Credits provided by BWSR, provide a copy of the Transaction Form to Withdraw Credits to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee and stewardship fee.
6. Buyer has applied or will apply to City of Hermantown (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

(Signature of Seller) (Date)

(Signature of Buyer) (Date)

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



DATE: March 29, 2021 **Meeting Date:** 4/5/21
SUBJECT: Lavaque Junction - Special **Agenda Item: 12-B** **Resolution 2021-42**
Use Permit for grading and
filling in a Shoreland
Overlay Area

REQUESTED ACTION

Approve a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone.

DESCRIPTION OF REQUEST:

The City and its contractor, as part of its Road Improvement Project process will be performing improvements to Lavaque Junction, known as Road Improvement District 547. The road construction work is anticipated to commence in mid April 2021.

SITE INFORMATION:

Parcel Size: N/A
Legal Access: Lavaque Junction
Wetlands: Yes, delineation and impacts approved in 2020
Existing Zoning: R-3, Residential
Airport Overlay: None
Shoreland Overlay: Natural Environment
Comprehensive Plan: Residential

Development Details

The project consists of multiple work scopes over the 1 mile length. Starting on the Eastern end of Lavaque Jct., the first 1000+ feet is a full road reconstruction with a new watermain installation to loop the Lavaque Junction water system thru to Lavaque road. The remaining 4000' feet is a full depth reclamation of the existing asphalt surface. Along the entire project there will be stormwater ditching and driveway culverts replaced. There will also be some centerline culvert work associated with this work. In addition, there will also be private utility work conducted within the shoreland area in association with the project as well.

There are two existing natural environment shoreland areas which cross Lavaque Junction. The Special Use Permit identifies additional requirements associated with the grading and filling within shoreland areas in addition to the standard requirements for land alteration permits issued by the City.

A public hearing was held on Tuesday, March 16, 2021. There were no comments received from the public. The Planning and Zoning Commission unanimously recommended the project to the City Council for their review and approval.

Wetlands

The property was delineated in the fall of 2020. The delineation was approved as well as the subsequent wetland impacts which qualify under the road improvement program.

Special Use Permit

The Special Use Permit is for filling and grading within a Shoreland zone. There are general conditions for all SUPs. Staff finds the following in regard to the criteria for Special Use Permits in the Zoning Ordinance:

No special use permit shall be approved unless positive findings are made with respect to each and every one of the following criteria:

- 1. The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

The proposed work is for the reconstruction of the 1 mile roadbed, utilities and ditching for Lavaque Junction which is need of improvement.

- 2. The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

Lavaque Junction is located in the R-3, Residential zoning district and is primarily residential in character. The reconstructed road will provide continued access between Lavaque Road and Ugstad Road and provide service to the 38 homes along Lavaque Junction.

- 3. The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

The road improvement project is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces.

- 4. The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

The proposed work is for the reconstruction of the 1 mile roadbed, utilities and ditching for Lavaque Junction which is need of improvement.

- 5. Other criteria required to be considered under the provisions of this code for any special use permit.**

The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2.

RECOMMENDATIONS:

Staff recommends approval of the Special Use Permit based on the findings set forth in the Staff report, subject to the following conditions:

1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland of Rocky Run Creek in order to reconstruct an existing 1 mile portion of road. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in greater wetland impacts.
2. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

City Council Agenda Report
April 5, 2021

Resolution 2021-42
Agenda Item: 12-B

ATTACHMENTS:
Site Location Map
Shoreland Area Map

Resolution No. 2021-42

**RESOLUTION APPROVING A SPECIAL USE PERMIT FOR THE GRADING AND FILLING
WITHIN A SHORELAND OVERLAY ZONING DISTRICT**

WHEREAS, the City of Hermantown as part of its Road Improvement Project process will be performing improvements to Lavaque Junction, known as Road Improvement District 547 (“Project”). The City submitted an application for a Special Use Permit for the grading and filling within a Shoreland Overlay Zoning District for the Project, and legally described in Attachment A.

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on March 16, 2021 and recommended approval of the Special Use Permit at such meeting; and

WHEREAS, after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Special Use Permit.

FINDINGS OF FACT

- 1. The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

The proposed work is for the reconstruction of the 1 mile roadbed, utilities and ditching for Lavaque Junction which is need of improvement.

- 2. The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

Lavaque Junction is located in the R-3, Residential zoning district and is primarily residential in character. The reconstructed road will provide continued access between Lavaque Road and Ugstad Road and provide service to the 38 homes along Lavaque Junction.

- 3. The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

The road improvement project is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces.

4. **The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

The proposed work is for the reconstruction of the 1 mile roadbed, utilities and ditching for Lavaque Junction which is need of improvement.

5. **Other criteria required to be considered under the provisions of this code for any special use permit.**

The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2.

CONCLUSION

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

1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland of Miller Creek in order to reconstruct an existing 1 mile portion of road. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in greater wetland impacts.
2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.

Councilor ___ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such 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 on April 5, 2021.

ATTACHMENT A

Lot 4, Block 15 of the Duluth Homesteads Subdivision Plat

SLY 210 FT OF THE WLY 318.6 FT of Section 15, Township 50, North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota

Property ID: 395-0070-00466

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to the City of Hermantown for filling and grading within a Natural Environment Shoreland Overlay Zone (“Project”) in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at parcel 395-0070-00466 legally described on Exhibit A attached hereto (“Property”).

The permission hereby granted is expressly conditioned as follows:

- a. That the Project will be constructed as described in the plans accompanying the application and the conditions contained herein.
- b. This permit is not assignable except with the written consent of the City of Hermantown.
- c. The Zoning Officer of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within (5) days thereafter.
- d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
- e. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see the terms of this permit are met.
- f. The permit is permissive only. No liability shall be imposed upon or incurred by the City of Hermantown or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Applicant or any of Applicant’s agents, employees

or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person against Applicant, its agents, employees of contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the City of Hermantown against Developer, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.

- g. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown before the release of a permanent Certificate of Occupancy.
- i. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland of Rocky Run Creek in order to reconstruct an existing 1 mile portion of road. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in greater wetland impacts.
- j. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - 1. The smallest amount of bare ground is exposed for as short a time as feasible;
 - 2. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - 3. Adequate methods to prevent erosion and trap sediment are employed;
 - 4. Fill is stabilized to accepted engineering standards;
 - 5. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - 6. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - 7. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - 8. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

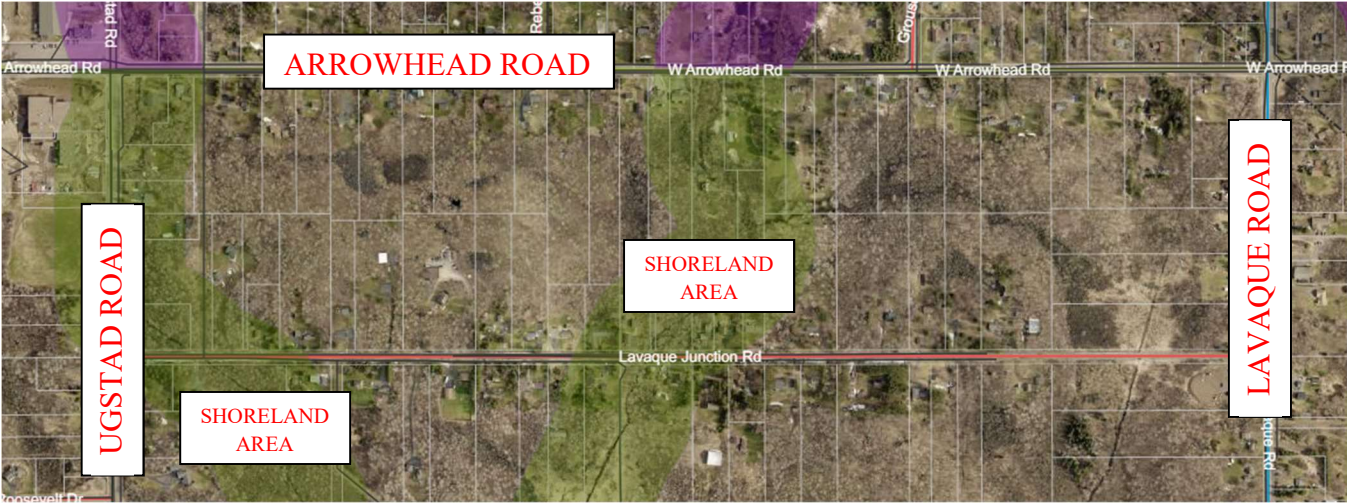
EXHIBIT A

Lot 4, Block 15 of the Duluth Homesteads Subdivision Plat

SLY 210 FT OF THE WLY 318.6 FT of Section 15, Township 50, North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota

Property ID: 395-0070-00466

Shoreland Area Map



Location Map



TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: March 31, 2021
SUBJECT: Environmental Covenant –
EWC Vapor Mitigation



Meeting Date: 4/5/21

Agenda Item: 12-C **Resolution 2021-43**

REQUESTED ACTION

Approve an Environmental covenant for the vapor mitigation system at the Essentia Wellness Center

BACKGROUND

During construction of the Essentia Wellness Center, the City had a vapor mitigation system installed under parts of the building. This system must be maintained and monitored. The MN Pollution Control Agency is requiring the City to file an environmental covenant and easement on the property for the system. This covenant will be recorded on the title of the property to inform any future buyer of the property and to allow MPCA to enter the property to inspect if necessary.

The City's geotechnical firm for this project, Braun, has prepared an operation's manual for the system. The City will work with the Y staff to have the system monitored

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Easement & Attachments

Resolution No. 2021-43

**RESOLUTION APPROVING THE
ENVIRONMENTAL COVENANT AND EASEMENT**

WHEREAS, the City of Hermantown (“City”) has a fee simple interest in the real property located within the City of Hermantown and described on Exhibit A attached hereto and located at 4289 Ugstad Road (“Property”); and

WHEREAS, the Property is used as a regional health and wellness center (“Building”) and environmental investigation activities were performed (“Investigation”); and

WHEREAS, the Investigation detected sub-slab vapor beneath the Building; and WHEREAS, it is the City’s desire and intention to preserve the Building and Property by placing activity and use limitations on the Property and address the detected vapors through continuous operation of an active sub-slab vapor mitigation system; and

WHEREAS, a form of Environmental Covenant and Easement addressing the Investigation and mitigation system to be utilized is attached hereto as Exhibit B; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City of Hermantown to approve the Environmental Covenant and Easement in substantially the form as shown on Exhibit B and authorize the Mayor and City Clerk to execute and record the Environmental Covenant and Easement.

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

1. The Environmental Covenant and Easement in substantially the form as attached as Exhibit B is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute, record and deliver the Environmental Covenant and Easement

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 on April 5, 2021.

EXHIBIT A
Legal Description

Parcel 1 - St. Louis County Parcel ID: 395-0070-00861

Lot 1, Block 16 AND That part of Lot 2, Block 16, described as follows: Commencing at the northeast corner of Section 16, Township 50, Range 15; thence along the east line of said Section 16 which has a bearing of S00deg26'22"W (S00deg27'W per DULUTH HOMESTEADS SUBDIVISION PLAT) 33.00 feet to the easterly extension of the north line of Lot 2, Block 16; thence N89deg38'00"W along said easterly extension of 33.00 feet to the northeast corner of said Lot 2, Block 16, said point being the point of beginning of the parcel herein described; thence S00deg26'22"W along the east line of said Lot 2, a distance of 250.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2, Block 16, a distance of 236.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2, Block 16, a distance of 30.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2, Block 16, a distance of 151.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2, Block 16, a distance of 250.00 feet to the easterly extension of the south line of Lot 1, Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence N89deg38'00"W along said easterly extension 343.00 feet to the east line of said Lot 1, Block 16; thence N00deg26'22"E along said east line 280.00 feet to south line of said Lot 1, Block 16; thence S89deg38'00"E along said south line 325.00 feet to the east line of said Lot 1, Block 16; thence N00deg26'22"E along said east line 250.00 feet to the north line of said Lot 2, Block 16; thence S89deg38'00"E along said north line 405.00 feet to the point of beginning.

Parcel 2 - St. Louis County Parcel ID: 395-0010-04421

That part of northeast quarter of northeast quarter described as follows: Commencing at the northeast corner of Section 16, Township 50, Range 15; thence along the east line of said Section 16 which has a bearing of S00deg26'22"W (S00DEG27'W per DULUTH HOMESTEADS SUBDIVISION PLAT) 33.00 feet to the easterly extension of the north line of Lot 2, Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence N89deg38'00"W along said easterly extension 33.00 feet to the northeast corner of said Lot 2, Block 16; thence S00deg26'22"W along the east line of said Lot 2 and parallel with said east line of Section 16, 250.00 feet to the point of beginning of the parcel herein described; thence N89deg38'00"W parallel with said north line of Lot 2 Block 16, said line also being parallel with the north line of said Section 16, 236.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2 Block 16 and parallel with aid east line of Section 16, 30.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2 Block 16 and parallel with said north line of Section 16, 151.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2 Block 16 and parallel with said east line of Section 16, 250.00 feet to the easterly extension of the south line of Lot 1 Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence S89deg38'00"E along said easterly extension of the south line of Lot 1 and parallel with said north line of Lot 2 2 Block 16 and parallel with said north line of Section 16, 387.00 feet to the said east line of Lot 2 Block 16; thence N00deg26'22"E along said east line of Lot 2 and parallel with said east line of Section 16, 280.00 feet to the point of beginning.

EXHIBIT B
Environmental Covenant and Easement

ENVIRONMENTAL COVENANT AND EASEMENT

This Environmental Covenant and Easement (“Environmental Covenant”) is executed pursuant to the Uniform Environmental Covenants Act, Minn. Stat. ch. 114E (“UECA”) in connection with an environmental response project approved by the Minnesota Pollution Control Agency.

1. Grantor and Property Description.

A. Owner and Legal Description of Property.

City of Hermantown is the fee owner of certain real property located at 4289 Ugstad Road, in Hermantown, St. Louis County, Minnesota (hereinafter the “Property”), shown on Attachment 1 and legally described in Attachment 2. The property consists of 15.48 acres and is also known as St. Louis Count parcel identification number’s 395-0010-04421 and 395-0070-00861.

B. Grantor.

The City of Hermantown is the Grantor of this Environmental Covenant.

2. Grant of Covenant; Covenant Runs With The Land.

Grantor does hereby Covenant and Declare that the Property shall be subject to the Activity and Use Limitations and associated terms and conditions set forth in this Environmental Covenant including the Easement in Paragraph 9, and that these Activity and Use Limitations and associated terms and conditions constitute covenants which run with the Property and which shall be binding on Grantor, its heirs, successors and assigns, and on all present and future Owners of the Property and all persons who now or hereafter hold any right, title or interest in the Property. An Owner is bound by this Environmental Covenant during the time when the Owner holds fee title to the Property. Any other person that holds any right, title or interest in or to the Property is bound by this Environmental Covenant during the time the person holds the right, title or interest. An Owner ceases to be bound by this Environmental Covenant when the Owner conveys fee title to another person, and any other person that holds any right, title or interest in or to the Property ceases to be bound when the person conveys the right, title or interest to another person.

3. Environmental Agency; Grantee and Holder of Environmental Covenant; Acceptance of Interest in Real Property.

A. Environmental Agency.

The Minnesota Pollution Control Agency (“MPCA”) is the environmental agency with authority to approve this Environmental Covenant under UECA.

B. Grantee and Holder; Acceptance of Interest in Property.

The MPCA is the Grantee and Holder of the interest in real property conveyed by this Environmental Covenant. MPCA has authority to acquire an interest in real property, including an Environmental Covenant, for response actions under Minn. Stat. § 115B.17, subd. 15. MPCA’s signature on this Environmental Covenant constitutes approval of this Environmental Covenant under UECA and acceptance of the interest in real property granted herein for purposes of Minn. Stat. § 115B.17, subd. 15.

4. Environmental Response Project.

The Property is the location of releases or threatened releases of hazardous substances, or pollutants or contaminants that are addressed by an environmental response project under the MPCA programs: Voluntary Investigation and Cleanup (“VIC”) Program and Petroleum Brownfields (“PB”) Program, pursuant to Minn. Stat. § 114E (Supp. 2007) (“UECA”). MPCA has determined that an Environmental Covenant is needed for the Property because of the presence of petroleum and non-petroleum related volatile organic compounds (“VOCs”) including ethylbenzene and naphthalene in soil vapor beneath the Property building which is being addressed through continuous operation of an active sub-slab vapor mitigation system.

5. Statement of Facts.

The Property is approximately 15.48 acres and is developed with a two-story, approximately 80,000 square foot (approximately 50,000 square foot footprint) wellness center. The Property previously existed as the former Hermantown Middle School. The former Hermantown Middle School was constructed in 1940 and has undergone several renovations and the development of two building additions. The building was vacated in 2016, after completion of the new Hermantown Middle School building, not located on the Property.

In October 2017, environmental investigation activities were completed at the Property associated with the proposed redevelopment. The investigation included collection of five sub-slab soil vapor samples. Ethylbenzene and naphthalene were detected in sub-slab soil vapor beneath the building at concentrations exceeding the MPCA’s action level of 33-times ISVs for residential use.

A sub-slab depressurization system (“SSDS”) was installed in the building during the development and began full time operations in October 2019. The system consists of five sub-systems throughout the on-site building.

6. Definitions.

The terms used in this Environmental Covenant shall have the meanings given in UECA, and in the Minnesota Environmental Response and Liability Act (MERLA), Minn. Stat. §115B.02. In addition, the definitions in this Paragraph 6 apply to the terms used in this Environmental Covenant.

A. “Commissioner” means the Commissioner of the Minnesota Pollution Control Agency, the Commissioner’s successor, or other person delegated by the Commissioner to act on behalf of the Commissioner.

B. "MPCA" means the Minnesota Pollution Control Agency, an agency of the State of Minnesota, or its successor or assign under any governmental reorganization.

C. "Owner" means a person that holds fee title to the Property and is bound by this Environmental Covenant as provided in Paragraph 2. When the Property is subject to a contract for deed, both the contract for deed vendor and vendee are collectively considered the Owner.

D. "Political Subdivision" means the county, and the statutory or home rule charter city or township, in which the Property is located.

E. "Property" means the real property described in Paragraph 1 of this Environmental Covenant.

F. "Restricted Area" means a portion of the Property where components of the SSDS are located as depicted on Attachment 3, the Restricted Area is shown on Attachment 4.

7. Activity and Use Limitations.

The following Activity and Use Limitations shall apply to the Property:

A. Use Limitations.

The Grantor's response actions at the Property were conducted to comply with requirements for residential, commercial, and industrial uses of the Property and no such uses are prohibited by this Environmental Covenant.

B. Activity Limitations.

The following activities on the Property are prohibited except as provided in Paragraph 8:

There shall be no disturbance, removal, or interference with the operation of the SSDS installed at the building.

C. Affirmative Obligations of Owner.

The Activity and Use Limitations imposed under this Environmental Covenant include the following affirmative covenants and obligations:

Owner shall maintain the integrity of pavement, building floors at the Property to prevent infiltration of vapors and/or prevent human exposure to residual soil contamination.

and

Owner shall maintain, operate, and monitor the SSDS in the building located on the Property as shown in Attachment 3, in accordance with the Vapor Intrusion Mitigation System Operation, Maintenance and Monitoring Plan set forth in Attachment 5.

8. Prior MPCA Approval Required For Activities Limited Under Environmental Covenant.

A. Approval Procedure.

Any activity subject to limitation under Paragraph 7.B. shall not occur without the prior written approval of the Commissioner. The Commissioner's approval may include conditions which the Commissioner deems reasonable and necessary to protect public health or welfare or the environment, including submission to and approval of a contingency plan for the activity. Within 60 days after receipt of a written request for approval to engage in any activities subject to a limitation under Paragraph 7.B., the MPCA shall respond, in writing, by approving such request, disapproving such request, or requiring that additional information be provided. A lack of response from the Commissioner shall not constitute approval by default or authorization to proceed with the proposed activity.

B. Emergency Procedures.

Owner shall follow the procedures set forth in this Paragraph 8.B. when an emergency requires immediate excavation affecting contaminated soil or other media at the Property to repair utility lines or other infrastructure on the Property, or to respond to other types of emergencies (e.g., fires, floods):

i. notify the Minnesota Duty Officer, or successor officer, immediately of obtaining knowledge of such emergency conditions; the current phone numbers for the Duty Officer are 1-800-422-0798 (Greater Minnesota only); (651) 649-5451 (Twin Cities Metro Area and outside Minnesota); fax (any location) (651) 296-2300 and TDD (651) 297-5353 or 800-627-3529.

ii. assure that the persons carrying out the excavation limit the disturbance of contaminated media to the minimum reasonably necessary to adequately respond to the emergency;

iii. assure that the persons carrying out the excavation prepare and implement a site-specific health and safety plan for excavation and undertake precautions to minimize exposure to workers, occupants and neighbors of the Property to contaminated media (e.g., provide appropriate types of protective clothing for workers conducting the excavation, and establish procedures for minimizing the dispersal of contaminated dust); and

iv. assure preparation and implementation of a plan to restore the Property to a level that protects public health and welfare and the environment. The plan must be submitted to and approved by the MPCA prior to implementation of the plan, and a follow-up report must be submitted to the MPCA after implementation so that the MPCA can determine whether protection of the public health and welfare and the environment has been restored.]

9. Easement; Right of Access to the Property.

Owner grants to the MPCA, the City of Hermantown, and St. Louis County an easement to enter the Property from time to time, to inspect the Property and to evaluate compliance with the Activity and Use Limitations set forth in Paragraph 7. In addition, for the purpose of evaluating compliance, Owner

grants to the MPCA the right to take samples of environmental media such as soil, ground water, surface water, and air, and to install, maintain and close borings, probes, wells or other structures necessary to carry out the sampling.

MPCA, the City Hermantown, and St. Louis County, and their employees, agents, contractors and subcontractors, may exercise the rights granted under this Paragraph 9 at reasonable times and with reasonable notice to the then-current owner, conditioned only upon showing identification or credentials by the persons seeking to exercise those rights.

10. Duration; Amendment or Termination of Environmental Covenant.

A. Duration of Environmental Covenant.

This environmental covenant is perpetual as provided in Minn. Stat. § 114E.40(a).

B. Amendment or Termination by Consent.

i. This Environmental Covenant may be amended or terminated in writing by the Owner and the MPCA. If an interest in real property is subject to this Environmental Covenant, the interest is not affected by an amendment of the Environmental Covenant unless the current owner of the interest consents to the amendment or has waived in the Environmental Covenant or other signed record the right to consent to the amendment.

ii. The Grantor of this Environmental Covenant agrees that, upon conveying fee title to the Property to any other person, the Grantor waives the right to consent to amendment or termination of this Environmental Covenant.

C. Termination, Reduction of Burden, or Modification By MPCA.

The MPCA may terminate, reduce the burden of, or modify this Environmental Covenant as provided in Minn. Stat. § 114E.40.

11. Disclosure in Property Conveyance Instruments.

Notice of this Environmental Covenant, and the Activity and Use Limitations and Compliance Reporting Requirements set forth in Paragraphs 7 and 19 of this Environmental Covenant, shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use the Property. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT UNDER MINN. STAT. CH. 114E, DATED _____, RECORDED IN THE OFFICIAL PROPERTY RECORDS OF _____ COUNTY, MINNESOTA AS DOCUMENT NO. _____.

12. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant.

Within 30 days after the MPCA executes and delivers to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles of St. Louis County.

B. Termination, Amendment or Modification.

Within 30 days after MPCA executes and delivers to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles of St. Louis County.

C. Providing Notice of Covenant, Termination, Amendment or Modification.

Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. each person that signed the covenant or their successor or assign;
- ii. each person holding a recorded interest in the Property;
- iii. each person in possession of the Property;
- iv. the environmental officer of each political subdivision in which the Property is located; and
- v. any other person the environmental agency requires.

Within 30 days after recording a termination, amendment, or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to iv above.

13. Notices To Grantor and Environmental Agency.

A. Manner Of Giving Notice.

Any notice required or permitted to be given under this Environmental Covenant is given in accordance with this Environmental Covenant if it is placed in United States first class mail postage prepaid; or deposited cost paid for delivery by a nationally recognized overnight delivery service; or transmitted by facsimile if followed by mailed notice or overnight delivery as above required.

B. Notices to the Grantor.

Notices to the Grantor shall be directed to:

City of Hermantown
Attn: John Mulder
City Administrator
5105 Maple Grove Road
Hermantown, MN 55811-3605
218.729.3600

Email: jmulder@hermantownmn.com

C. Notices to MPCA.

All notices, including reports or other documents, required to be submitted to the MPCA shall reference the MPCA Project Number and be submitted to:

Minnesota Pollution Control Agency
Remediation Division
MPCA Project No. BF0000660
520 Lafayette Road North
St. Paul, MN 55155-4194

14. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief.

This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 9. Such an action may be brought by:

- i. the MPCA;
- ii. a political subdivision in which the Property is located;
- iii. a person whose interest in the Property or whose collateral or liability may be affected by the alleged violation of the covenant;
- iv. a party to the covenant, including all holders; or
- v. any person to whom the covenant expressly grants power to enforce.

B. Additional Rights of Enforcement By MPCA.

In addition to its authority under subparagraph A of this Paragraph 14, the MPCA may enforce this Environmental Covenant using any remedy or enforcement measure authorized under UECA or other applicable law, including remedies pursuant to Minn. Stat. §§ 115.071, subds. 3 to 5, or 116.072.

C. No Waiver of Enforcement.

Failure or delay in the enforcement of this Environmental Covenant shall not be considered a waiver of the right to enforce, nor shall it bar any subsequent action to enforce, this Environmental Covenant.

D. Former Owners And Interest Holders Subject to Enforcement.

Subject to any applicable statute of limitations, an Owner, or other person holding any right, title or interest in or to the Property that violates this Environmental Covenant during the time

when the Owner or other person is bound by this Environmental Covenant remains subject to enforcement with respect to that violation regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

E. Other Authorities of MPCA Not Affected.

Nothing in this Environmental Covenant affects MPCA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by MPCA, or to rescind or modify a liability assurance issued by MPCA, that addresses such response actions.

15. Administrative Record.

Subject to the document retention policy of the MPCA, reports, correspondence and other documents which support and explain the environmental response project for the Property are maintained by the MPCA Brownfield staff at the MPCA's office at 520 Lafayette Road North in St. Paul, Minnesota in the file maintained for BF0000660.

16. Representations and Warranties.

Grantor hereby represents and warrants to the MPCA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant:

- A. Every fee owner of the Property has been identified;
- B. Grantor holds fee simple title to the Property which is free and clear of any encumbrances.
- C. Grantor has authority to grant the rights and interests and carry out the obligations provided in this Environmental Covenant;
- D. Nothing in this Environmental Covenant materially violates, contravenes, or constitutes a default under any agreement, document or instrument that is binding upon the Grantor.

17. Governing Law.

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

18. Compliance Reporting.

The Owner shall submit to MPCA on an annual basis a written report confirming compliance with the Activity and Use Limitations provided in Paragraph 7 and summarizing any actions taken pursuant to Paragraph 8 of this Environmental Covenant. Reports shall be submitted on the first July 1 that occurs at least six months after the effective date of this Environmental Covenant, and on each succeeding July 1 thereafter.

Owner shall notify the MPCA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations in Paragraph 7.

19. Notice of Conveyance of Interest in Property.

Owner shall provide written notice to MPCA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

20. Severability.

In the event that any provision of this Environmental Covenant is held by a court to be unenforceable, the other provisions of this Environmental Covenant shall remain valid and enforceable.

21. Effective Date.

This Environmental Covenant is effective on the date of acknowledgement of the signature of the MPCA.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

State of Minnesota)
) SS.

County of St. Louis)

On _____, 2021, this instrument was acknowledged before me by, Wayne Boucher and Bonnie Engseth, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown, a Minnesota statutory city.

_____(signature)
Notary Public
My Commission Expires _____

FOR THE ENVIRONMENTAL AGENCY AND HOLDER:

MINNESOTA POLLUTION CONTROL AGENCY

By _____ (signature)

[Name] _____ (print)

Sandeep Burman, Manager
Site Remediation and Redevelopment Section
Remediation Division
Delegate of the Commissioner of the
Minnesota Pollution Control Agency

State of Minnesota)
)SS.
County of St. Louis)

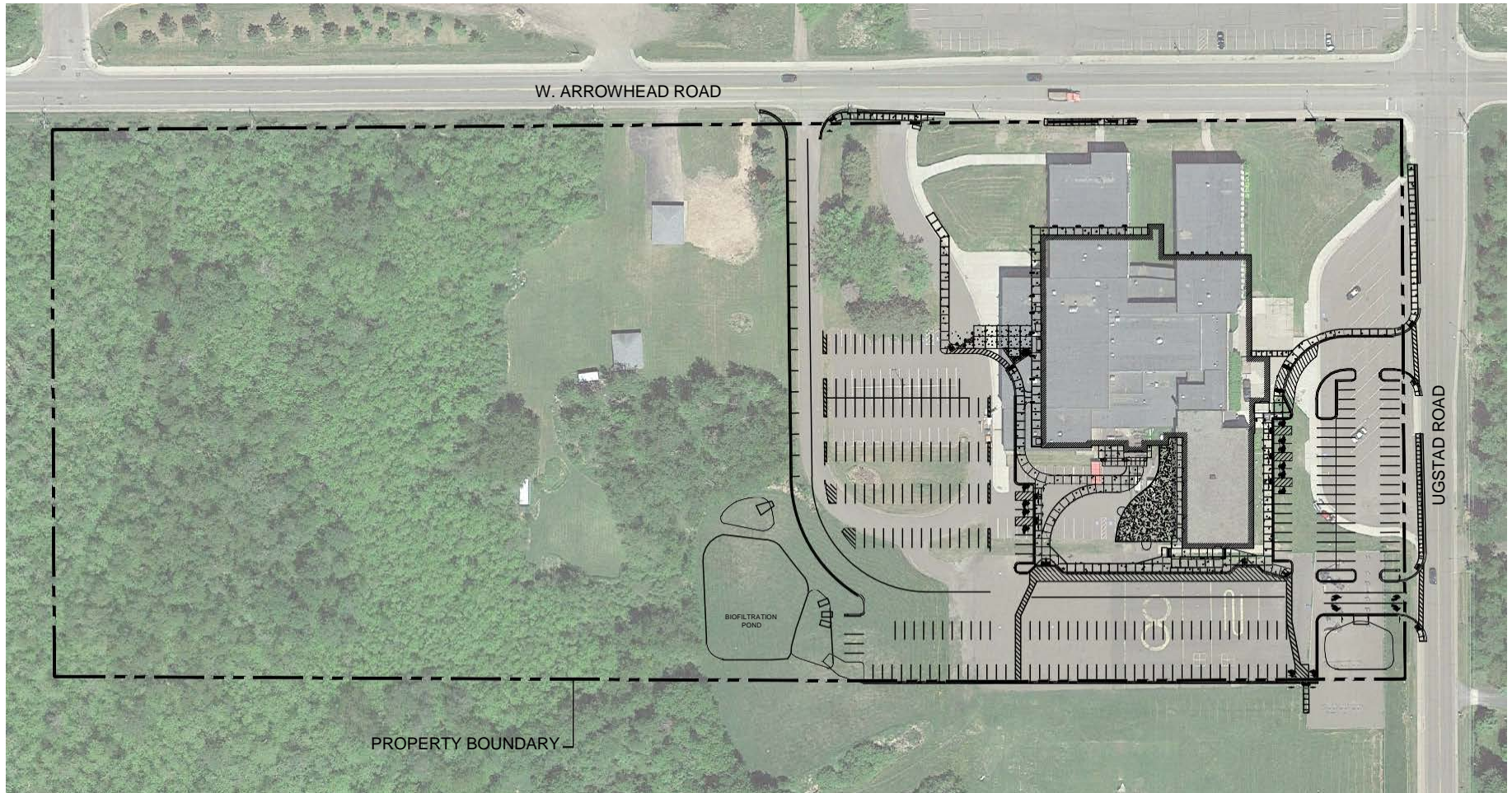
This instrument was acknowledged before me on _____, 20____, by _____, a delegate of the Commissioner of the Minnesota Pollution Control Agency, a state agency, on behalf of the State of Minnesota.

_____(signature)
Notary Public
My Commission Expires _____

THIS INSTRUMENT WAS DRAFTED BY
AND WHEN RECORDED RETURN TO:

Braun Intertec Corporation
Samantha J. Schmidt
4511 West 1st Street, Suite 4
Duluth, MN 55807

Attachment 1



75' 0 150'

SCALE: 1"= 150'



11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Project No:
B1806884

Drawing No:
B1806884

Drawn By: JAG
Date Drawn: 1/12/21
Checked By: SAS
Last Modified: 1/12/21

Essentia Health Regional Wellness Center

4289 Ugstad Road

Hermantown, Minnesota

Property
Boundary

Attachment 1

Attachment 2

Legal Description

Parcel 1 - St. Louis County Parcel ID: 395-0070-00861

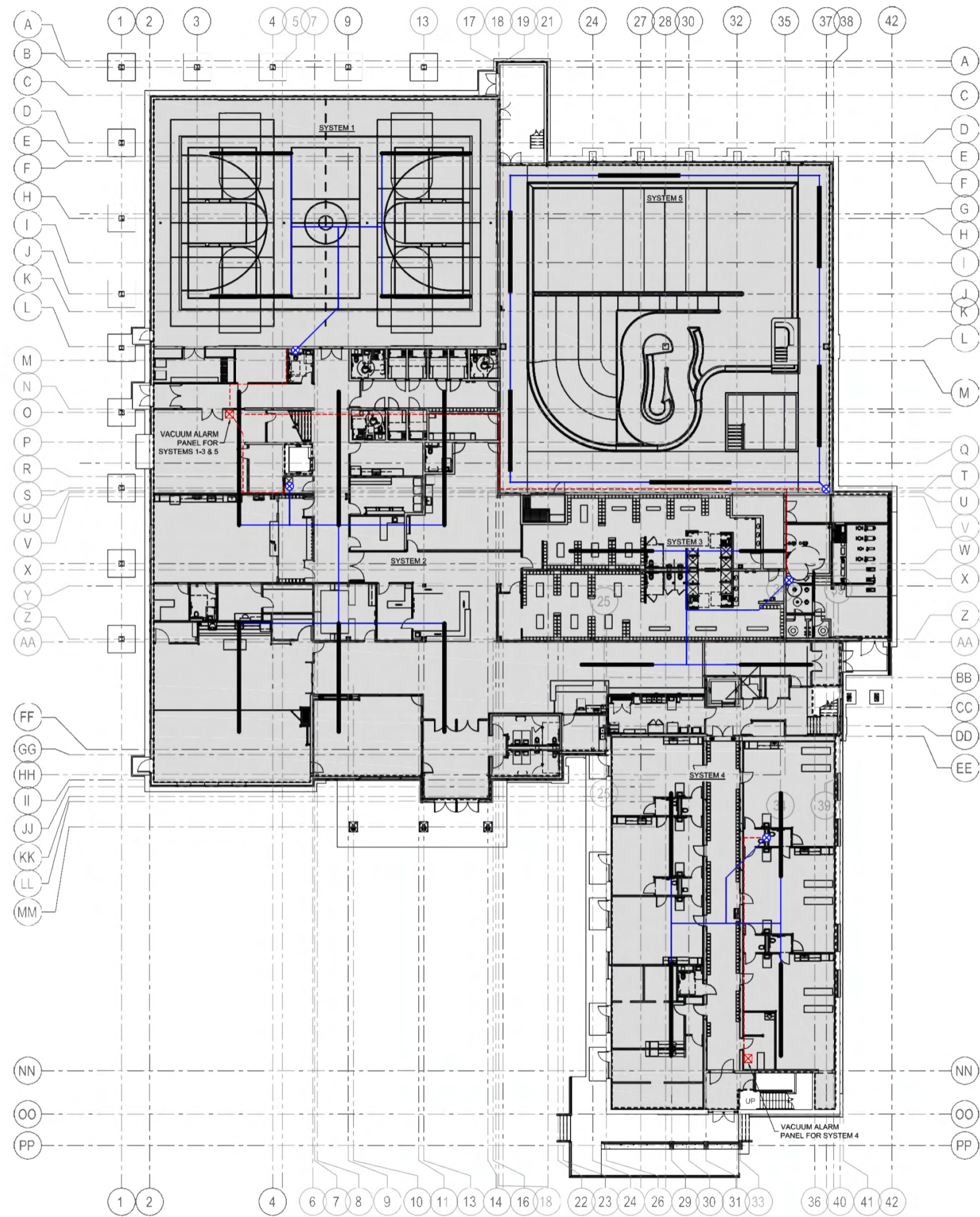
Lot 1, Block 16 AND That part of Lot 2, Block 16, described as follows: Commencing at the northeast corner of Section 16, Township 50, Range 15; thence along the east line of said Section 16 which has a bearing of S00deg26'22"W (S00deg27'W per DULUTH HOMESTEADS SUBDIVISION PLAT) 33.00 feet to the easterly extension of the north line of Lot 2, Block 16; thence N89deg38'00"W along said easterly extension of 33.00 feet to the northeast corner of said Lot 2, Block 16, said point being the point of beginning of the parcel herein described; thence S00deg26'22"W along the east line of said Lot 2, a distance of 250.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2, Block 16, a distance of 236.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2, Block 16, a distance of 30.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2, Block 16, a distance of 151.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2, Block 16, a distance of 250.00 feet to the easterly extension of the south line of Lot 1, Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence N89deg38'00"W along said easterly extension 343.00 feet to the east line of said Lot 1, Block 16; thence N00deg26'22"E along said east line 280.00 feet to south line of said Lot 1, Block 16; thence S89deg38'00"E along said south line 325.00 feet to the east line of said Lot 1, Block 16; thence N00deg26'22"E along said east line 250.00 feet to the north line of said Lot 2, Block 16; thence S89deg38'00"E along said north line 405.00 feet to the point of beginning.

Parcel 2 - St. Louis County Parcel ID: 395-0010-04421

That part of northeast quarter of northeast quarter described as follows: Commencing at the northeast corner of Section 16, Township 50, Range 15; thence along the east line of said Section 16 which has a bearing of S00deg26'22"W (S00DEG27'W per DULUTH HOMESTEADS SUBDIVISION PLAT) 33.00 feet to the easterly extension of the north line of Lot 2, Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence N89deg38'00"W along said easterly extension 33.00 feet to the northeast corner of said Lot 2, Block 16; thence S00deg26'22"W along the east line of said Lot 2 and parallel with said east line of Section 16, 250.00 feet to the point of beginning of the parcel herein described; thence N89deg38'00"W parallel with said north line of Lot 2 Block 16, said line also being parallel with the north line of said Section 16, 236.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2 Block 16 and parallel with said east line of Section 16, 30.00 feet; thence N89deg38'00"W parallel with said north line of Lot 2 Block 16 and parallel with said north line of Section 16, 151.00 feet; thence S00deg26'22"W parallel with said east line of Lot 2 Block 16 and parallel with said east line of Section 16, 250.00 feet to the easterly extension of the south line of Lot 1 Block 16, said DULUTH HOMESTEADS SUBDIVISION PLAT; thence

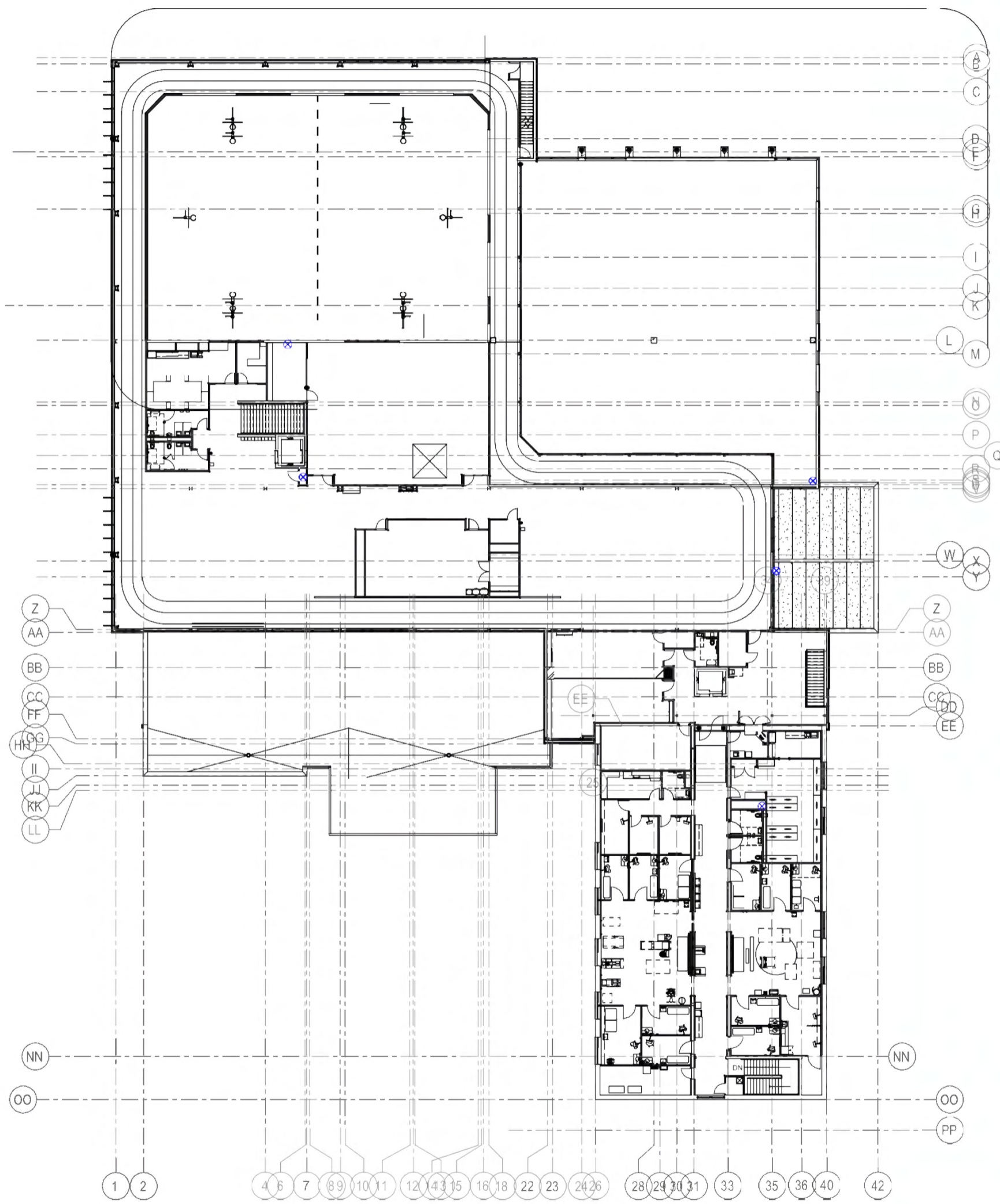
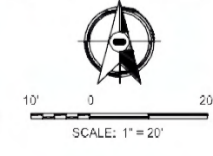
S89deg38'00"E along said easterly extension of the south line of Lot 1 and parallel with said north line of Lot 2 2 Block 16 and parallel with said north line of Section 16, 387.00 feet to the said east line of Lot 2 Block 16; thence N00deg26'22"E along said east line of Lot 2 and parallel with said east line of Section 16, 280.0 feet to the point of beginning.

Attachment 3



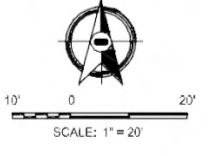
VAPOR INTRUSION MITIGATION SYSTEM - SUB-FLOOR COMPONENT LAYOUT - LEVEL 01

- 1 1/4" EXTENT OF VAPOR BARRIER AND AGGREGATE
- SUB-FLOOR VENT PIPE
- VACUUM ALARM PANEL
- SUB-FLOOR PIPE (4" PVC)
- 4" PVC PIPE UP TO ROOF
- LOW-VOLTAGE WIRE



VAPOR INTRUSION MITIGATION SYSTEM - VENT PIPE LAYOUT - LEVEL 02

- 4" OR 6" PVC PIPE UP TO ROOF



Project No.	B1711218.00
Drawing No.	B1711218.00
Drawn By:	SUE
Date Drawn:	2/9/16
Checked By:	BPS
Last Modified:	4/19/16
Project Location	

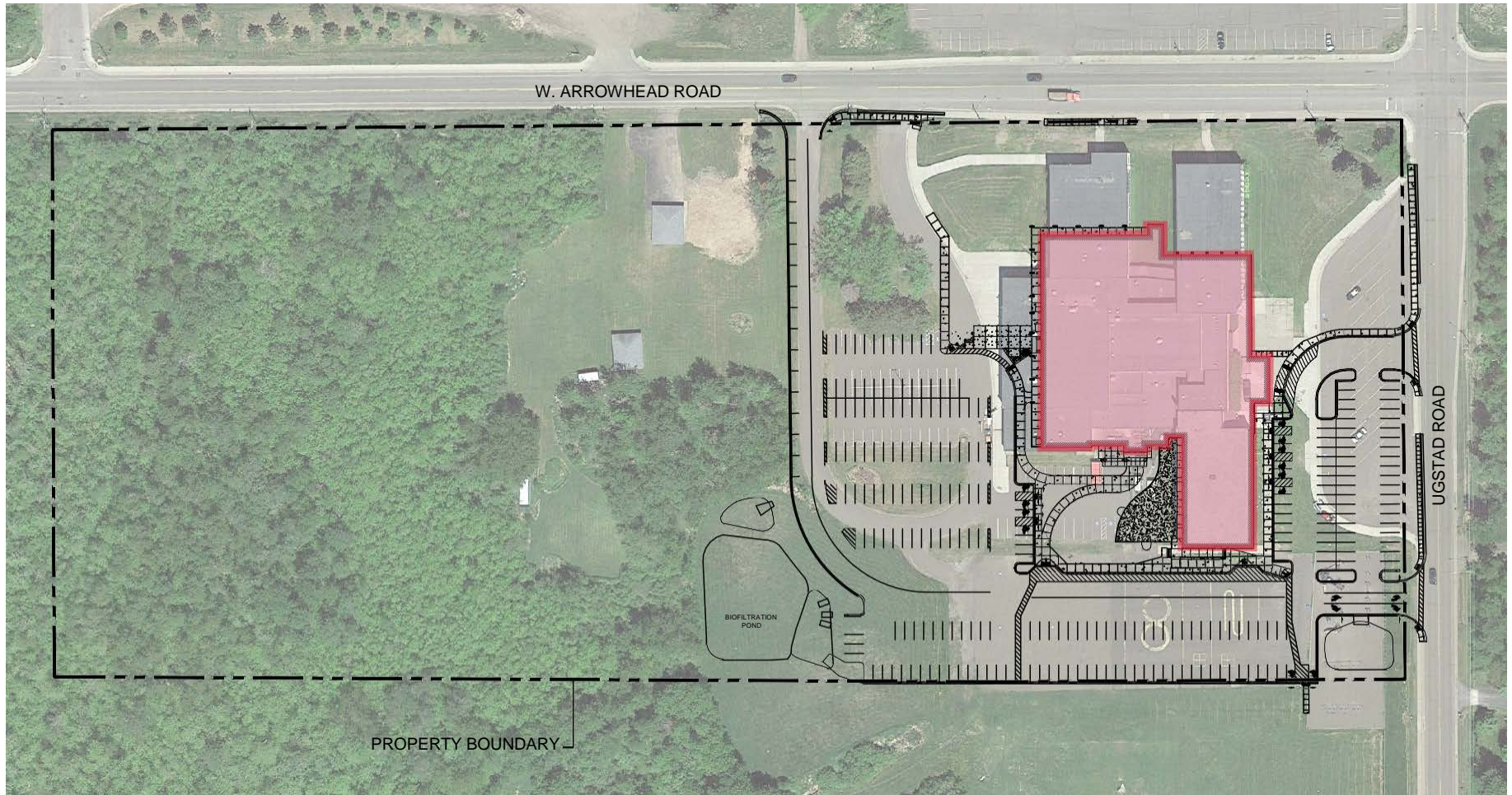
Essentia Health
Regional Wellness
Center

West Arrowhead Road
and Uglstad Road

Hermantown
Minnesota

Vapor Intrusion
Mitigation
Component
Layout

Attachment 4



Restricted Area



SCALE: 1"= 150'



11001 Hampshire Avenue S
 Minneapolis, MN 55438
 952.995.2000
 braunintertec.com

Project No:
 B1806884

Drawing No:
 B1806884

Drawn By: JAG
 Date Drawn: 1/12/21
 Checked By: SAS
 Last Modified: 1/12/21

Essentia Health Regional Wellness Center

4289 Ugstad Road

Hermantown, Minnesota

**Property
 Boundary**

Attachment 1

Attachment 5

Vapor Intrusion Mitigation System Operation and Monitoring Plan

Essentia Health Regional Wellness Center
4289 Ugstad Road
Hermantown Minnesota
MPCA Site ID: BF0000660

Prepared for

City of Hermantown

January 11, 2021
Project B1806884

Braun Intertec Corporation

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Figures

Figure VIM-1 Vapor Mitigation System Component Layout

Figure VIM-2 Vapor Intrusion Mitigation Specifications

Appendices

Appendix A Product Information Sheets

Appendix B System Component Photographs

Appendix C Troubleshooting Guide

Appendix D Vapor Intrusion Mitigation System - Operation Log

A. Introduction

Braun Intertec has prepared this Vapor Intrusion Mitigation System Operation and Monitoring Plan (O&M Plan) on behalf of the property owner of the building located at 4289 Ugstad Road, Hermantown, Minnesota. As of this writing the property owner is the City of Hermantown and the building is commonly known as the Essentia Health Regional Wellness Center.

B. Purpose

This O&M Plan describes the operation and maintenance of the vapor intrusion mitigation system installed at the site building.

1. According to current regulations, site conditions warrant mitigation to reduce the potential for soil vapor intrusion. To ensure the conditions are mitigated, the components of the mitigation system must be maintained, the active mitigation system must run continuously and may require periodic adjustments or repair.
2. Limited monitoring is needed to verify ongoing mitigation. In addition, risks to human health may increase if the system fails or if site conditions change.
3. The O&M Plan provides information to current and future building owners.
4. The O&M Plan may be a requirement of an institutional control (i.e., affidavit, environmental covenant) and may help maintain MPCA liability assurances.

C. History

The Site previously existed as the former Hermantown Middle School. The former Hermantown Middle School was constructed in 1940 and has undergone several renovations and the development of two building additions. The building was vacated in 2016, after completion of the new Hermantown Middle School building.

According to a Phase I Environmental Site Assessment completed in 2017, a 35,000-gallon fuel oil underground storage tank (UST) was formerly located adjacent to the southwest side of the former

school building. The UST was reportedly installed in the 1960's and abandoned in place in September of 2004. Sampling associated with the tank abandonment identified a release which was assigned MPCA Leak site #15837.

Subsequent investigations completed at the Site identified various petroleum-related VOCs including ethylbenzene and naphthalene were detected within the footprint of the Site building. Concentrations of ethylbenzene and naphthalene exceeded the 33 times the Residential ISVs. The identified exceedances indicated the need to install an active vapor intrusion mitigation system.

The results of the previous environmental investigations were provided in the following reports:

- *Minnesota Pollution Control Agency Limited Site Investigation (LSI) Report Form (Guidance Document 4-06), Hermantown Middle School, 4289 Ugstad Road, MPCA Leak #15837, prepared by Environmental Troubleshooters, Inc., dated September 2, 2005 (2005 LSI Report).*
- *Supplemental Limited Site Investigation Report, Hermantown Middle School, 4289 Ugstad Road, MPCA Leak #15837, prepared by Environmental Troubleshooters, Inc., dated March 2008 (2008 Supplemental LSI Report).*
- *Minnesota Pollution Control Agency Investigation Report Form (Guidance Document 4-06), Hermantown Middle School, 4289 Ugstad Road, MPCA Leak #15837, prepared by Environmental Troubleshooters, Inc., dated June 2009 (2009 Investigation Report).*
- *Minnesota Pollution Control Agency Corrective Action Excavation Report Worksheet (Guidance Document 3-02a), Hermantown Middle School, 4289 Ugstad Road, Hermantown, Minnesota, MPCA Leak #15837, prepared by Environmental Troubleshooters, Inc., report dated January 4, 2012 (2012 Corrective Action Excavation Report).*
- *Minnesota Pollution Control Agency Petroleum Tank Release Site File Closure, Hermantown Middle Schools, 4289 Ugstad Road, Hermantown, Minnesota, MPCA Leak #15837, dated January 24, 2012 (MPCA Leak #15837 File Closure Letter)*
- *Phase I Environmental Site Assessment, Former Hermantown Middle School Sub-lots, Parcel numbers 395-0070-00850, 395-0070-00860 and 395-0010-04420, Hermantown, Minnesota, prepared by Environmental Troubleshooters, report dated May 22, 2017 (2017 Phase IESA).*

- *Response Action Plan Additional Investigation Report, Essentia Health Regional Wellness Center, 4289 Ugstad Road, Hermantown, Minnesota, prepared by Braun Intertec, Project B1711218, dated February 13, 2018. (2018 Additional Investigation Report).*

D. Vapor Intrusion Mitigation System

D.1. Indoor Air Quality Goal

The concentration of ethylbenzene, naphthalene, tetrachloroethene, and xylenes in indoor air inside the building must be maintained below the Residential Intrusion Screening Value (ISV). As of this writing, the ISV for ethylbenzene, naphthalene, tetrachloroethene, and xylenes (total) are outlined in the table below.

Compound/Parameter	CAS No.	Residential ISV ($\mu\text{g}/\text{m}^3$)
Volatile Organic Compounds (VOCs) ($\mu\text{g}/\text{m}^3$)		
Ethylbenzene	100-41-4	4.1
Naphthalene	91-20-3	9.4
Tetrachloroethene (Perchloroethene, PCE)	127-18-4	3.4
Xylenes, m- & p-	179601-23-1	NE
Xylene, o-	95-47-6	NE
Xylenes, Total	1330-20-7	100 ^[d]

Notes:

- Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated 5/29/2019.
- $\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter.
- [d] = The laboratory reports values for m- & p- xylenes and o-xylene, however the regulatory limit is for the combination of m-, p-, and o-xylenes.

D.2. Mitigation Approach/System Components

Braun Intertec along with the building contractor, McGough Construction (McGough), and McGough's sub-contractors, Bougalis and Sons, Co. (Bougalis) and Home Menders Inc. (HMI), installed a vapor mitigation system, specifically a sub-slab depressurization system or SSDS for the building per the design prepared by Braun Intertec. The vapor mitigation system (System) consists of five sub-systems, and was designed to control potential vapor intrusion into the Site building by producing a relative vacuum beneath the floor slab and exhausting the soil vapor to the air above the building. The System design drawings are shown on **Figures VIM-1 and VIM-2**. Product information sheets and the fan operating

manual is provided in **Appendix A** and photographs of system components are provided in **Appendix B**. The vapor intrusion mitigation system consists of:

1. Vent layer – 6-inch-thick coarse filter aggregate placed below the entire floor slab.
2. Vapor Collection system and piping – perforated 4-inch diameter corrugated high density polyethylene (HDPE), solid 4-inch schedule 40 PVC with glued fittings set within the Vent layer and connected to Riser Piping.
3. Vapor barrier – 15-mil thick VaporBlock®.
4. Riser Piping – Riser piping transfers vapor from the collection system piping to discharge points on the roof.
5. Fan(s) – RadonAway model RP265.
6. Electric circuits utilized.
7. Vacuum Monitor Alarm Panels (2) –
 - a. One vacuum monitor installed on the pipe in Receiving Area (1052), connected to sub-systems one through three and five.
 - b. One vacuum monitor installed on the pipe in the Daycare Office (1280), connected to sub-system four
8. Placards/signage as provided in the original installation.

D.3. Operating Procedures

The building owner is responsible for taking actions to ensure the mitigation system is working as designed:

- Operate the system continuously for the life of the building.
- Monitor the indicator lights at the alarm panels.

D.4. Inspection and Maintenance Guidelines

The building owner (or their designate) is responsible for performing periodic inspections to ensure the mitigation system is working as designed:

1. Check and record status of the vacuum monitor lights at least once per quarter. The vacuum monitor alarm panels are located in the Receiving Area (1052) and the Daycare Office (1280) as shown on **Figure VIM-1**.
 - a. Normal operating condition is Green. If one or more of the lights are Red, refer to the troubleshooting guide in **Appendix C**.
 - b. Repair or replace failed components of the active vent system within 30 days.
2. Check and record the observed condition of the fan and roof-top seal with the roof annually.
3. If any portion of the floor is damaged or removed, be sure the vapor barrier is repaired in accordance with manufacturer's directions and concrete is replaced in a timely manner.
4. Maintain a log of monitoring observations, annual inspections, and floor damage/repair actions completed when they are completed. (see **Appendix D**). The log will be maintained by the building owner or their designate.

E. Contact Information

Building Owner

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
218.729.3600

Braun Intertec

Braun Intertec conducted pre-installation testing, designed the vapor intrusion mitigation system, and conducted post-installation testing.

Braun Intertec
4511 West First Street, Suite 4
Duluth, MN 55807
218.624.4967
Project: B1806884

Contractor

The general contractor responsible for the building and installation of the vapor intrusion mitigation system.

McGough Construction
2737 Fairview Avenue North
St. Paul, MN 55113
651.633.5050

MPCA

The agency responsible for regulating actions related to identified contamination.

Minnesota Pollution Control Agency
Voluntary Investigation and Cleanup Program
520 Lafayette Road North
St. Paul, MN 55155
651-296-6300
BF0000789

MDH

The state agency responsible for human health concerns or questions.

Minnesota Department of Health
Site Assessment and Consultation Unit
PO Box 64975
St. Paul, MN 55164
651-201-4897

F. Testing and Sampling Results and Requirements

The system installation details, post-installation diagnostic results and the post-installation sub-slab and indoor air results are provided in the report:

Response Action Plan and Construction Contingency Plan Implementation Report, Essentia Health Regional Wellness Center, 4289 Ugstad Road, Hermantown, Minnesota, prepared by Braun Intertec and dated January 11, 2021.

Based on the results from the post-installation diagnostic and sampling results, no additional air sampling is required.

G. Future Building Changes

If any of the following occur in the future, the vapor intrusion mitigation system should be re-evaluated by qualified personnel to ensure that the system remains effective:

1. Damage or modification of floor, piping, fan, or electric connection.
2. Additions or significant renovations of the building.
3. Installation of sump or drain tile.

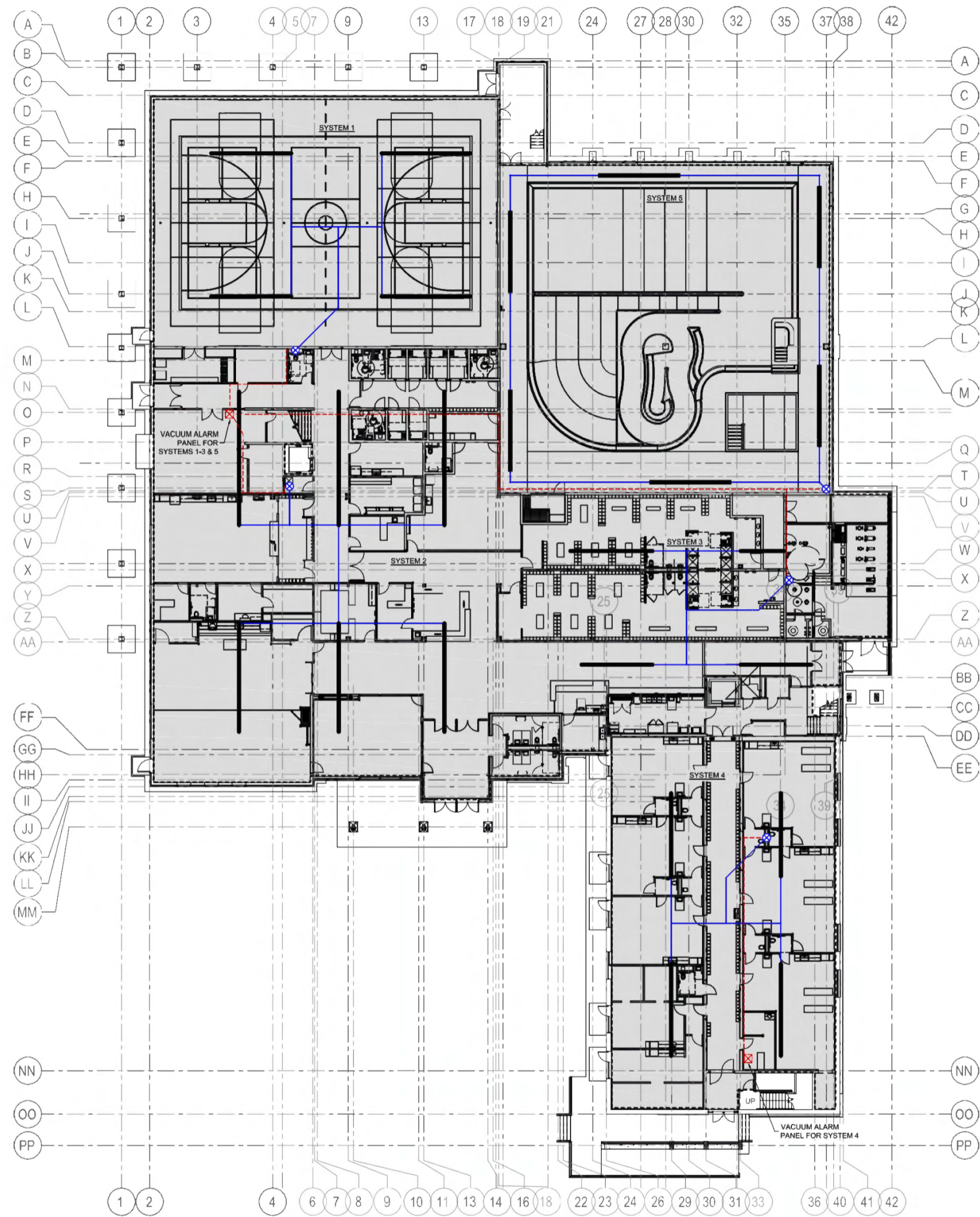
H. Annual Reporting

Every year, the Building Owner must prepare and submit to the MPCA a written report confirming ongoing mitigation system operation, maintenance, and/or other actions taken during the past year which complies with the Activity and Use Limitations of the Environmental Covenant recorded to the Property. Submit the report before July 1st of each year by email to instcontrols@state.mn.us. Include "Annual Vapor Monitoring System Report – BF0000660" in the subject line.

I. Statement of Limitations

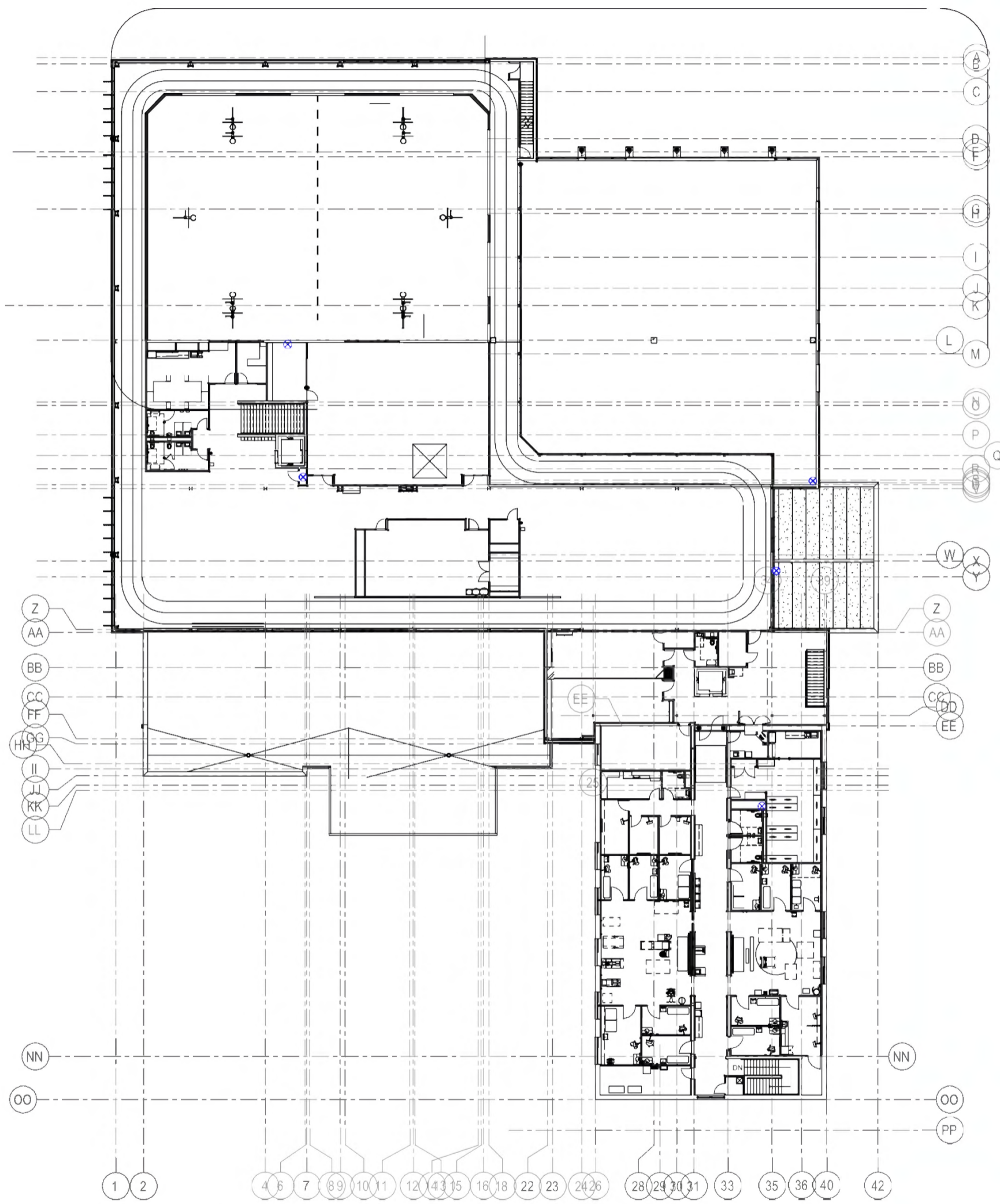
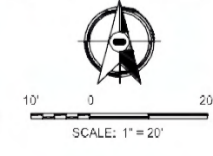
The obligations of Braun Intertec in regard to the installed vapor intrusion mitigation system are limited in accordance with the proposal and general conditions that form the contractual agreement between Braun Intertec and the Building Owner (City of Hermantown).

Figures



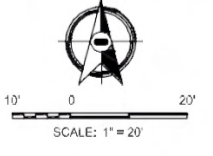
1 VAPOR INTRUSION MITIGATION SYSTEM - SUB-FLOOR COMPONENT LAYOUT - LEVEL 01

- 1-1 EXTENT OF VAPOR BARRIER AND AGGREGATE
- SUB-FLOOR VENT PIPE
- VACUUM ALARM PANEL
- SUB-FLOOR PIPE (4" PVC)
- 4" PVC PIPE UP TO ROOF
- LOW-VOLTAGE WIRE



2 VAPOR INTRUSION MITIGATION SYSTEM - VENT PIPE LAYOUT - LEVEL 02

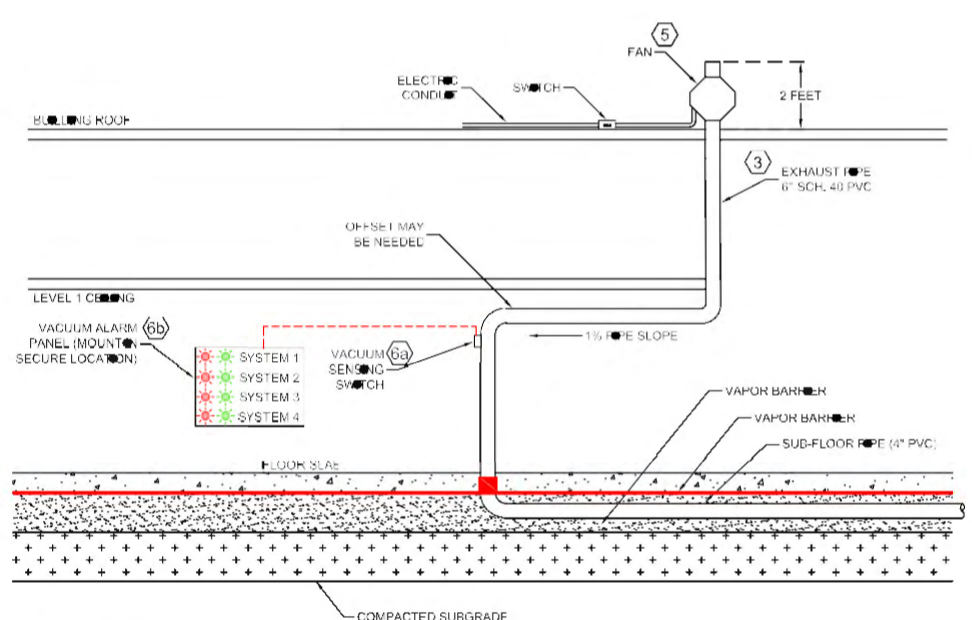
- 2-1 4" OR 6" PVC PIPE UP TO ROOF



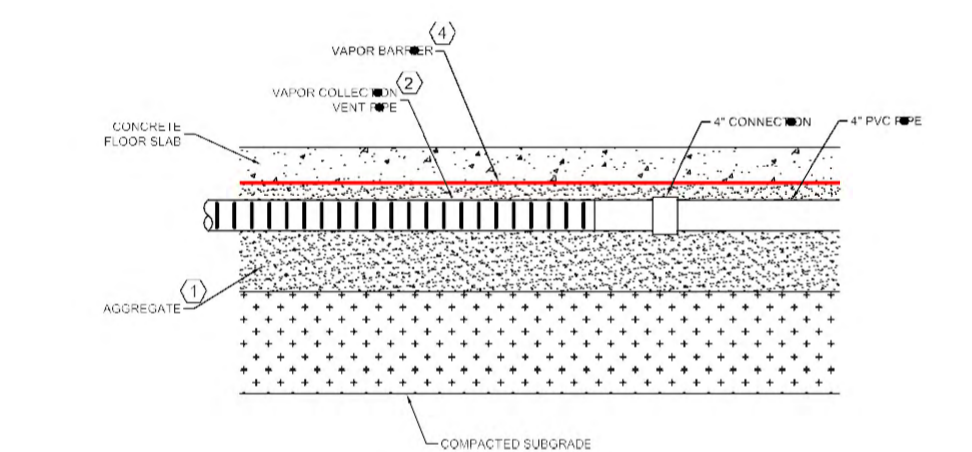
SPECIFICATIONS - Vapor Intrusion Mitigation System

- Aggregate - Minnesota Department of Transportation (MnDOT) 6-inch thick coarse filter aggregate, classification H, or ASTM C33 size 67, and satisfy the gradation guidelines below.
 - Ensure the surface of the aggregate is smooth, level, and compacted with no sharp projections.

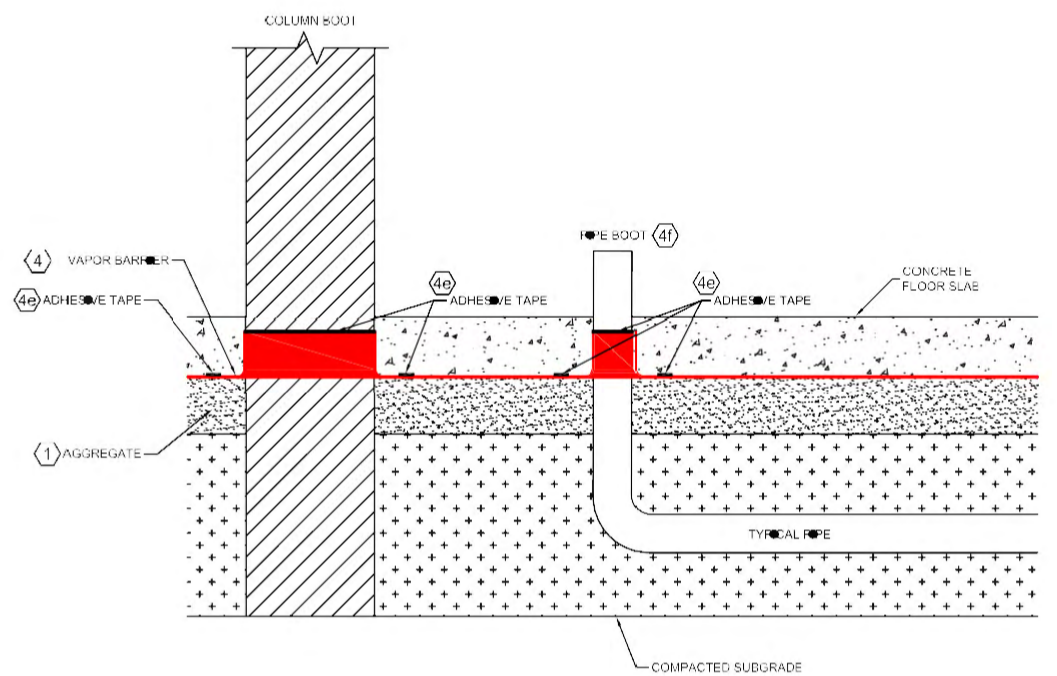
Sieve Size	% Passing
1" (25.0 mm)	100
3/4" (19.0 mm)	90-100
3/8" (9.5 mm)	25-55
No. 4 (4.75 mm)	0-10
No. 8 (2.36 mm)	0-5
- Sub-Floor Vent Pipe
 - 4-inch diameter perforated HDPE conforming to AASHTO Standard M252 or perforated PVC pipe conforming to ASTM Standard D-2729
 - Bed vent pipe in the aggregate
 - Connect to vent pipe with glue or Fernco coupling at transitions
- Header Pipe
 - 4-inch Schedule 40 PVC pipe conforming to ASTM Standard D-1785
 - Bed vent pipe in the aggregate
 - Connect to vent pipe with glue or Fernco coupling at transitions
- Vapor Barrier for Under Concrete Slab: Siga Wrap 15 mil, manufactured from prime virgin polyolefin resins. ASTM E 1745 Class A; exceeds water vapor permeance, ASTM E 96 & ASTM F 1249; 0.012 perms chemical resistance. ASTM E 154; unaffected, tensile strength, ASTM D 882; 76.6 lb/in puncture resistance. ASTM D 1709; 2445 grams expectancy. ASTM E 154; undetectable or engineer-approved equivalent.
 - Examine areas to receive vapor barrier. Notify engineer if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.
 - Install vapor barrier in accordance with ASTM E 1643 and manufacturer's installation instructions.
 - Install vapor barrier continuously at locations under slab. Ensure there are no discontinuities in vapor barrier at seams and penetrations.
 - As indicated on (1)
 - Join sections of vapor barrier and seal penetrations on vapor barrier with compatible tape. Ensure vapor barrier surfaces to receive tape are clean and dry.
 - Attach to exterior walls and columns with tape in accordance with manufacturer's instructions.
 - Seal ground pipes and other penetrations on vapor barrier with pipe boots in accordance with manufacturer's instructions.
 - As shown on (3)
 - Ensure there is no moisture entrapment by vapor barrier due to rainfall or ground water intrusion.
 - Protect vapor barrier from damage during installation of reinforcing steel and utilities and during placement of concrete slab or granular materials.
 - Immediately repair damage to vapor barrier in accordance with manufacturer's instructions.
- Electrical
 - Exhaust should be a minimum of 10 feet from any air intake.
 - Provide and install a Radonaway Model RP265 fan or Engineer approved equivalent.
 - As shown on (1)
 - Connect to exhaust pipe with Fernco 4" x 4" coupling, black.
 - Electrical connection per NEC must include a shut-off switch within 10 feet of the fan.
- Vacuum Indicator Alarm System
 - As shown on (1)
 - Vacuum Sensing Switch
 - Install on 4" PVC Pipe
 - Vacuum range 0.05" w.c. to 12" w.c.
 - Set to close switch at 0.5" w.c. vacuum or less, normally closed
 - Cleveland Controls Model AFS 222 (Grainger 3ZM92) or Engineer-approved equivalent.
 - Vacuum Alarm Panel
 - Provide and install custom-made alarm panel
 - Green Light - normal vacuum indicator
 - Red Light - low vacuum indicator
 - 24 V. power supply
 - Circuit Breaker
 - Enclosure
 - Nameplates
 - "Soil Vapor Exhaust Alarm" - on box
 - "System N" where N is 1 to 4, beside lights
 - "Low Vacuum" - below red lights
 - "Normal Vacuum" - below green lights
 - Source: Contro Center, Inc. of Golden Valley, Minnesota per Quote 15050 dated 9/12/2017 or Engineer-approved equivalent.
 - Install alarm location on wall inside Mechanical Utility Room as shown (1) or other secure location approved by Owner.
 - Connect panel to electrical power per code.
 - Connect panel to Vacuum Sensing Switches per code.



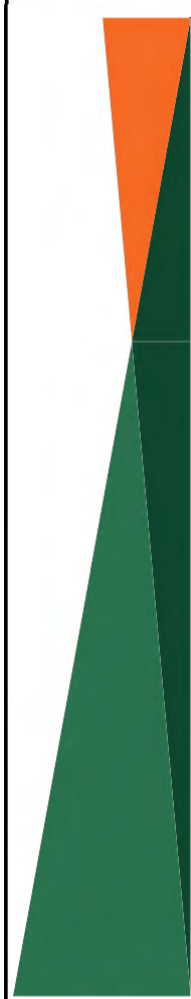
1 TYPICAL SYSTEM SCHEMATIC
SCALE: NONE



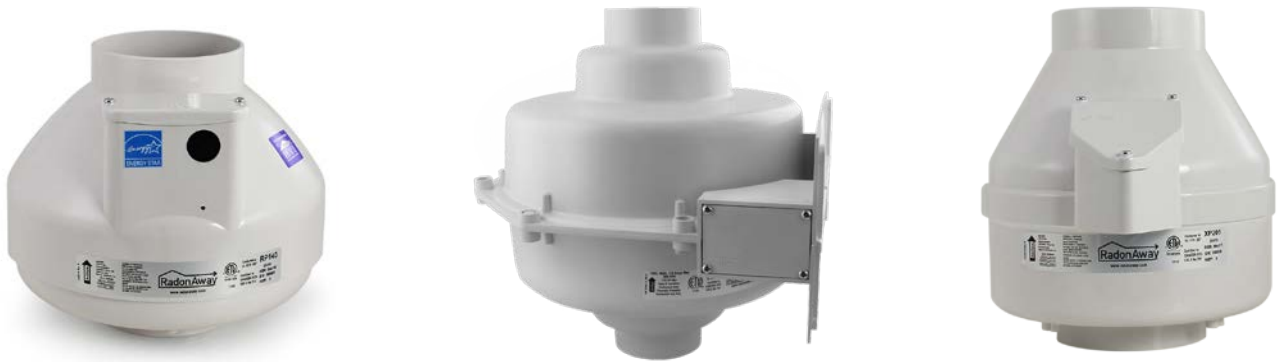
2 TYPICAL VENT PIPE CONNECTION TO SUB-FLOOR PIPE
SCALE: NONE



3 TYPICAL COLUMN AND PLUMBING PENETRATION DETAILS
SCALE: NONE



Appendix A
Product Information Sheets



RP, GP, XP Pro Series Installation Instructions



Fan Installation & Operating Instructions
RP, GP, XP Pro Series Fans
Please Read and Save These Instructions.

DO NOT CONNECT POWER SUPPLY UNTIL FAN IS COMPLETELY INSTALLED. MAKE SURE ELECTRICAL SERVICE TO FAN IS LOCKED IN "OFF" POSITION. DISCONNECT POWER BEFORE SERVICING FAN.

1. **WARNING!** For General Ventilating Use Only. Do Not Use to Exhaust Hazardous, Corrosive or Explosive Materials, Gases or Vapors. See Vapor Intrusion Application Note #AN001 for important information on VI Applications. RadonAway.com/vapor-intrusion
2. **NOTE:** Fan is suitable for use with solid state speed controls; however, use of speed controls is not generally recommended.
2. **WARNING!** Check voltage at the fan to insure it corresponds with nameplate.
3. **WARNING!** Normal operation of this device may affect the combustion airflow needed for safe operation of fuel burning equipment. Check for possible backdraft conditions on all combustion devices after installation.
4. **NOTICE!** There are no user serviceable parts located inside the fan unit.
Do NOT attempt to open. Return unit to the factory. (See Warranty, p. 8, for details.)
5. **WARNING!** Do not leave fan unit installed on system piping without electrical power for more than 48 hours. Fan failure could result from this non-operational storage.
6. **WARNING!** TO REDUCE THE RISK OF FIRE, ELECTRIC SHOCK, OR INJURY TO PERSONS, OBSERVE THE FOLLOWING:
 - a) Use this unit only in the manner intended by the manufacturer. If you have questions, contact the manufacturer. (See p. 8.)
 - b) Before servicing or cleaning unit, switch power off at service panel and lock the service disconnecting means to prevent power from being switched on accidentally. When the service disconnecting means cannot be locked, securely fasten a prominent warning device, such as a tag, to the service panel.
 - c) Installation work and electrical wiring must be done by qualified person(s) in accordance with all applicable codes and standards, including fire rated construction.
 - d) Sufficient air is needed for proper combustion and exhausting of gases through the flue (chimney) of fuel burning equipment to prevent backdrafting. Follow the heating equipment manufacturers' guidelines and safety standards such as those published by any National Fire Protection Association, and the American Society for Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), and the local code authorities.
 - e) When cutting or drilling into a wall or ceiling, do not damage electrical wiring and other hidden utilities.
 - f) Ducted fans must always be vented to outdoors.
 - g) If this unit is to be installed over a tub or shower, it must be marked as appropriate for the application and be connected to a GFCI (Ground Fault Circuit Interrupter) protected branch circuit.



Fan Installation & Operating Instructions

RP Pro Series		GP Pro Series		XP Pro Series	
RP140	P/N 28460	GP201	P/N 28465	XP151	P/N 28469
RP145	P/N 28461	GP301	P/N 28466	XP201	P/N 28470
RP260	P/N 28462	GP401	P/N 28467		
RP265	P/N 28463	GP501	P/N 28468		
RP380	P/N 28464				

1.0 SYSTEM DESIGN CONSIDERATIONS

1.1 INTRODUCTION

The RP, GP and XP Pro Series Radon Fans are intended for use by trained, professional, certified/licensed radon mitigators. The purpose of these instructions is to provide additional guidance for the most effective use of RP, GP and XP Series Fans. These instructions should be considered supplemental to EPA/radon industry standard practices, state and local building codes and regulations. In the event of a conflict, those codes, practices and regulations take precedence over these instructions.

1.2 FAN SEALING

The RP, GP and XP Pro Series Fans are factory sealed; no additional caulk or other materials are required to inhibit air leakage.

1.3 ENVIRONMENTALS

The RP, GP and XP Pro Series Fans are designed to perform year-round in all but the harshest climates without additional concern for temperature or weather. For installations in an area of severe cold weather, please contact RadonAway for assistance. When not in operation, the fan should be stored in an area where the temperature is never less than 32 degrees F or more than 100 degrees F.

1.4 ACOUSTICS

The RP, GP and XP Pro Series Fans, when installed properly, operate with little or no noticeable noise to the building occupants. The velocity of the outgoing air should be considered in the overall system design. In some cases the "rushing" sound of the outlet air may be disturbing. In these instances, the use of a RadonAway Exhaust Muffler is recommended.

(To ensure quiet operation of inline and remote fans, each fan shall be installed using sound attenuation techniques appropriate for the installation. For bathroom and general ventilation applications, at least 8 feet of insulated flexible duct shall be installed between the exhaust or supply grille(s) and the fan(s). RP, GP and XP Pro Series Fans are not suitable for kitchen range hood remote ventilation applications.)

1.5 GROUNDWATER

In the event that a temporary high water table results in water at or above slab level, water may be drawn into the riser pipes, thus blocking air flow to the RP, GP and XP Pro Series Fan. The lack of cooling air may result in the fan cycling on and off as the internal temperature rises above the thermal cutoff. Should this condition arise, it is recommended that the fan be turned off until the water recedes, allowing for return to normal operation.

1.6 SLAB COVERAGE

The RP, GP and XP Pro Series Fans can provide coverage up to 2000+ sq. ft. per slab penetration. This will primarily depend on the sub-slab material in any particular installation. In general, the tighter the material, the smaller the area covered per penetration. Appropriate selection of the RP, GP and XP Pro Series Fan best suited for the sub-slab material can improve the slab coverage. The RP, GP and XP Pro Series have a wide range of models to choose from to cover a wide range of sub-slab materials. The RP140 and 145 are best suited for general purpose use. The RP 260 can be used where additional airflow is required, and the RP265 and RP 380 are best suited for large slab, high airflow applications. Additional suction points can be added as required. It is recommended that a small pit (5 to 10 gallons in size) be created below the slab at each suction hole.

1.7 CONDENSATION & DRAINAGE

Condensation is formed in the piping of a mitigation system when the air in the piping is chilled below its dew point. This can occur at points where the system piping goes through unheated space such as an attic, garage or outside. The system design must provide a means for water to drain back to a slab hole to remove the condensation. The RP, GP and XP Pro Series Fan **MUST** be mounted vertically plumb and level, with the outlet pointing up for proper drainage through the fan. Avoid mounting the fan in any orientation that will allow water to accumulate inside the fan housing. The RP, GP and XP Pro Series Fans are **NOT** suitable for underground burial.

For RP, GP and XP Pro Series Fan piping, the following table provides the minimum recommended pipe diameter and pitch under several system conditions.

Pipe Diameter	Minimum Rise per Ft of Run*		
	@25 CFM	@50 CFM	@100 CFM
4"	1/8"	1/4"	3/8"
3"	1/4"	3/8"	1 1/2"



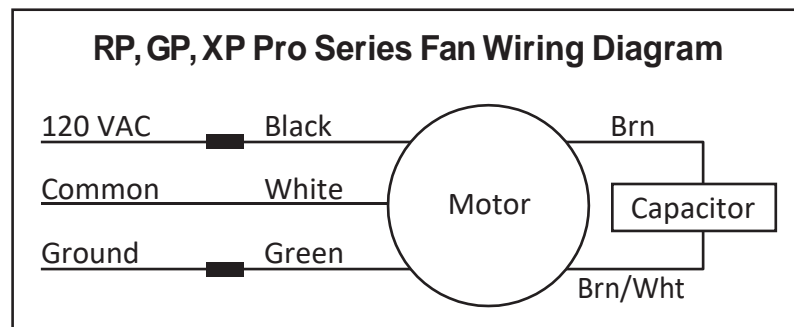
See p. 7 for detailed specifications.

1.8 SYSTEM MONITOR & LABEL

A System Monitor, such as a manometer (P/N 50017) or audible alarm (P/N 28001-2, 28001-4 or 28421), is required to notify the occupants of a fan system malfunction. A System Label (provided with Manometer P/N 50017) with instructions for contacting the installing contractor for service and identifying the necessity for regular radon tests to be conducted by the building occupants must be conspicuously placed in a location where the occupants frequent and can see the label.

1.9 ELECTRICAL WIRING

The RP, GP and XP Pro Series Fans operate on standard 120V, 60Hz AC. All wiring must be performed in accordance with National Fire Protection (NFPA) National Electrical Code, Standard #70, current edition, for all commercial and industrial work, and state and local building codes. All wiring must be performed by a qualified and licensed electrician. Outdoor installations require the use of a UL Listed watertight conduit. Ensure that all exterior electrical boxes are outdoor rated and properly sealed to prevent water penetration into the box. A means, such as a weep hole, is recommended to drain the box.



1.10 SPEED CONTROLS

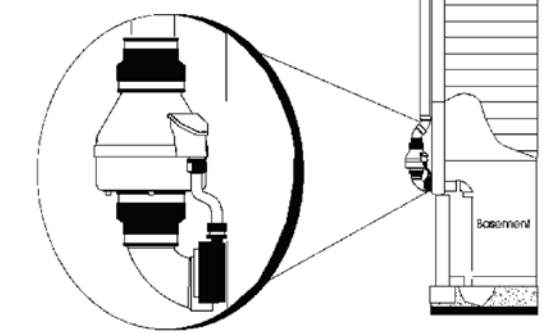
The RP, GP and XP Pro Series Fans are rated for use with electronic speed controls; however, speed controls are generally not recommended. If used, the recommended speed control is Pass & Seymour Solid State Speed Control (Cat. No. 94601-1).

2.0 INSTALLATION

The RP, GP and XP Pro Series Fans can be mounted indoors or outdoors. (It is suggested that EPA and radon mitigation standards recommendations be followed in choosing the fan location.) The GP fans have an integrated mounting bracket; RP and XP Pro Series Fans may be mounted directly on the system piping or fastened to a supporting structure by means of an optional mounting bracket.

The ducting from the fan to the outside of the building has a strong effect on noise and fan energy use. Use the shortest, straightest duct routing possible for best performance, and avoid installing the fan with smaller ducts than recommended. Insulation around the ducts can reduce energy loss and inhibit mold growth. Fans installed with existing ducts may not achieve their rated airflow.

TYPICAL OUTDOOR INSTALLATION



2.1 MOUNTING

Mount the RP, GP and XP Pro Series Fan vertically with outlet up. Insure the unit is plumb and level. When mounting directly on the system piping assure that the fan does not contact any building surface to avoid vibration noise.

2.2 MOUNTING BRACKET (optional)

The RP and XP Pro Series Fans may be optionally secured with the RadonAway P/N 25007 mounting bracket. Foam or rubber grommets may also be used between the bracket and mounting surface for vibration isolation.

2.3 SYSTEM PIPING

Complete piping run, using flexible couplings as a means of disconnect for servicing the unit and for vibration isolation. As the fan is typically outside of the building thermal boundary and is venting to the outside, installation of insulation around the fan is not required.

2.4 ELECTRICAL CONNECTION

Connect wiring with wire nuts provided, observing proper connections (See Section 1.9). Note that the fan is not intended for connection to rigid metal conduit.

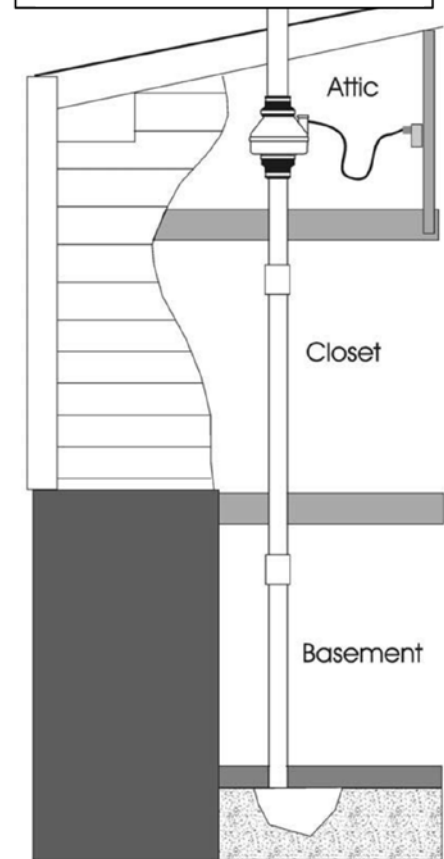
2.5 VENT MUFFLER (optional)

Install the muffler assembly in the selected location in the outlet ducting. Solvent weld all connections. The muffler is normally installed at the end of the vent pipe.

2.6 OPERATION CHECKS & ANNUAL SYSTEM MAINTENANCE

- _____ **Verify** all connections are tight and **leak-free**.
- _____ **Ensure** the RP, GP and XP Pro Series Fan and all ducting are **secure and vibration-free**.
- _____ **Verify system vacuum pressure** with manometer. **Insure** vacuum pressure is within normal operating range and **less than** the maximum recommended operating pressure.
(Based on sea-level operation, at higher altitudes reduce by about 4% per 1000 feet)
(Further reduce Maximum Operating Pressure by 10% for High Temperature environments.)
See Product Specifications. If this is exceeded, increase the number of suction points.
- _____ **Verify Radon levels** by testing to EPA Protocol and applicable testing standards.

TYPICAL INDOOR INSTALLATION



THE FOLLOWING CHARTS SHOW THE PERFORMANCE OF THE RP, GP and XP PRO SERIES FANS

RP Pro Series Product Specifications

Typical CFM Vs. Static Pressure "WC									
Model	0"	.25"	.5"	.75"	1.0"	1.25"	1.5"	1.75"	2.0"
RP140	135	103	70	14	-	-	-	-	
RP145	166	146	126	104	82	61	41	21	3
RP260	251	209	157	117	70	26	-	-	-
RP265	375	330	282	238	204	170	140	108	70
RP380	531	490	415	340	268	200	139	84	41

Model	Power Consumption 120VAC, 60Hz, 1.5 Amp Maximum	Maximum Recommended Operation Pressure* (Sea Level Operation)**
RP140	15 - 21 watts	0.7" WC
RP145	41 - 72 watts	1.7" WC
RP260	47-65 watts	1.3" WC
RP265	95 - 139 watts	2.3" WC
RP380	96 - 138 watts	2.0" WC

*Reduce by 10% for High Temperature Operation **Reduce by 4% per 1000 ft. of altitude.

Model	Size	Weight	Inlet/Outlet	L.2
RP140	8.5"H x 9.7" Dia.	5.5 lbs	4.5"OD (4.0" PVC Sched 40 size compatible)	25
RP145	8.5"H x 9.7" Dia.	5.5 lbs	4.5" OD	15
RP260	8.6"H x 11.75" Dia.	5.5 lbs	6.0" OD	48
RP265	8.6"H x 11.75" Dia.	6.5 lbs	6.0" OD	30
RP380	10.53"H x 13.41" Dia.	11.5 lbs	8.0" OD	57

L.2 = Estimated Equivalent Length of Rigid Metal Ducting resulting in .2" WC pressure loss for Duct Size listed. Longer Equivalent Lengths can be accommodated at Flows Lower than that at .2" WC pressure loss (see CFM Vs Static Pressure "WC Table).

XP Pro Series Product Specifications

Typical CFM Vs. Static Pressure "WC						
	0"	.5"	1.0"	1.5"	1.75"	2.0"
XP151	167	127	77	-	-	-
XP201	126	98	66	26	-	-

Model	Power Consumption 120VAC, 60Hz, 1.5 Amp Maximum	Maximum Recommended Operation Pressure* (Sea Level Operation)**
XP151	53-70 watts	1.4" WC
XP201	38-74 watts	1.6" WC

*Reduce by 10% for High Temperature Operation **Reduce by 4% per 1000 ft. of altitude.

Model	Size	Weight	Inlet/Outlet
XP151	9.5"H x 8.5" Dia.	6 lbs	4.5"OD (4.0" PVC Sched 40 size compatible)
XP201	9.5"H x 8.5" Dia.	6 lbs	4.5" OD

GP Pro Series Product Specifications

Typical CFM Vs. Static Pressure "WC							
	1.0"	1.5"	2.0"	2.5"	3.0"	3.5"	4.0"
GP201	54	42	11	-	-	-	-
GP301	64	54	41	4	-	-	-
GP401	-	61	52	44	22	-	-
GP501	-	-	66	58	50	27	4

Model	Power Consumption 120VAC, 60Hz, 1.5 Amp Maximum	Maximum Recommended Operation Pressure* (Sea Level Operation)**
GP201	31-65 watts	1.8" WC
GP301	56-100 watts	2.3" WC
GP401	62-128 watts	3.0" WC
GP501	68 - 146 watts	3.8" WC

*Reduce by 10% for High Temperature Operation **Reduce by 4% per 1000 ft. of altitude.

Model	Size	Weight	Inlet/Outlet
GP201	13"H x 12.5" Dia.	12 lbs	3.5"OD (3.0" PVC Sched 40 size compatible)
GP301	13"H x 12.5" Dia.	12 lbs	3.5" OD
GP401	13"H x 12.5" Dia.	12 lbs	3.5" OD
GP501	13"H x 12.5" Dia.	12 lbs	3.5" OD

RP, XP and GP Pro Series Additional Specifications

Model	Recommended Duct	PVC Pipe Mounting	Thermal Cutout	Insulation Class
RP140	3" or 4" Schedule 20/40 PVC	Mount on the duct pipe or with optional mounting bracket. For Ventilation: 4", 6" or 8" Rigid or Flexible Ducting.	130°C/266°F	Class B Insulation
RP145			130°C/266°F	
RP260			150°C/302°F	Class F Insulation
RP265			150°C/302°F	
RP380	6" Schedule 20/40 PVC Pipe		150°C/302°F	
XP151	3" or 4" Schedule 20/40 PVC	Fan may be mounted on the duct pipe or with integral flanges.	120°C/248°F	Class B Insulation
XP201				
GP201	3" or 4" Schedule 20/40 PVC	Fan may be mounted on the duct pipe or with integral flanges.	120°C/248°F	Class B Insulation
GP301				
GP401				
GP501				

Continuous Duty
3000 RPM
Thermally Protected
RP, GP Residential and Commercial
XP Residential Only
Rated for Indoor or Outdoor Use



LISTED
Electric Fan



Conforms to
UL STD. 507
Certified to
CAN/CSA STD.
C22.2 No.113

IMPORTANT INSTRUCTIONS TO INSTALLER

Inspect the RadonAway® RP, GP and XP Pro Series Fan for shipping damage within 15 days of receipt. **Notify RadonAway of any damages immediately.** RadonAway is not responsible for damages incurred during shipping. However, for your benefit, RadonAway does insure shipments.

There are no user serviceable parts inside the fan. **Do not attempt to open the housing.** Return unit to factory. (See Warranty below).

Install the RP, GP and XP Pro Series Fan in accordance with all EPA, ANSI/AARST standard practices, and state and local building codes and regulations.

Provide a copy of this instruction or comparable radon system and testing information to the building occupants after completing system installation.

Warranty

RadonAway® warrants that the RP, GP (excluding GP500) and XP Pro Series Fan (the "Fan") will be free from defects in materials and workmanship for a period of 12 months from the date of purchase or 18 months from the date of manufacture, whichever is sooner (the "Warranty Term").

RadonAway® will replace any fan which fails due to defects in materials or workmanship during the Warranty Term. This Warranty is contingent on installation of the Fan in accordance with the instructions provided. This Warranty does not apply where any repairs or alterations have been made or attempted by others, or if the unit has been abused or misused. Warranty does not cover damage in shipment unless the damage is due to the negligence of RadonAway®.

The Fan must be returned (at Owner's cost) to the RadonAway® factory. Any Fan returned to the factory will be discarded unless the Owner provides specific instructions along with the Fan when it is returned regardless of whether or not the Fan is actually replaced under this warranty. Proof of purchase must be supplied upon request for service under this Warranty.

5-YEAR EXTENDED WARRANTY WITH PROFESSIONAL INSTALLATION.

RadonAway® will extend the Warranty Term of the fan to 60 months (5 years) from date of purchase or 66 months from date of manufacture, whichever is sooner, provided that the fan is installed by a professional radon mitigation contractor. Proof of purchase and/or proof of professional installation may be required for service under this warranty. No extended warranty is offered outside the Continental United States and Canada beyond the standard 12 months from the date of purchase or 18 months from the date of manufacture, whichever is sooner.

RadonAway® is not responsible for installation, removal or delivery costs associated with this Warranty.

LIMITATION OF WARRANTY

EXCEPT AS STATED ABOVE, THE RP, GP (excluding GP500) and XP PRO SERIES FANS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL RADONAWAY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO, THE FAN OR THE PERFORMANCE THEREOF. RADONAWAY'S AGGREGATE LIABILITY HEREUNDER SHALL NOT IN ANY EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE OF SAID PRODUCT. THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT, TO THE EXTENT THE SAME DOES NOT MEET WITH RADONAWAY'S WARRANTY AS PROVIDED ABOVE.

For service under this Warranty, contact RadonAway for a Return Material Authorization (RMA) number and shipping information. No returns can be accepted without an RMA. If factory return is required, the customer assumes all shipping costs, including insurance, to and from factory.

RadonAway® 3 Saber Way
Ward Hill, MA 01835 USA TEL (978) 521-3703
FAX (978) 521-3964
Email to: Returns@RadonAway.com

Record the following information for your records:

Serial Number: _____

Purchase Date: _____

VAPORBLOCK® VB10 & VB15

HIGH PERFORMANCE UNDERSLAB VAPOR BARRIER

PRODUCT DESCRIPTION

VaporBlock® is a high performance underslab vapor barrier designed to retard moisture migration through concrete slabs and concrete walls to protect your structure from:

- **MOLD:** VaporBlock® reduces moisture condensation within a structure, impeding the growth of molds, mildews, and fungi.
- **MOISTURE:** VaporBlock® protects flooring materials by maintaining moisture levels well below the requirements of ASTM E-1745-11.
- **RADON:** VaporBlock® is used as a component of radon mitigation systems to protect indoor air quality and occupant health. Raven also offers VaporBlock® Plus™, a highly effective gas and moisture barrier.

VaporBlock® is one of the most effective underslab vapor barriers on the market today! Benefits include:

- Ultra-low moisture vapor permeability
- Superior puncture resistance
- High tensile tear strength
- Resistance to decay and degradation

VaporBlock® is manufactured to strict conformance specifications under our ISO 9001 Certified Management System to consistently exceed ASTM standards and project expectations. Raven's accredited lab ensures VaporBlock® meets the highest possible quality standards across multiple industries. VaporBlock® is supported with independent testing. Results are available upon request, as required under ASTM E-1745-11. VaporBlock® is readily available through nation-wide distribution:

- Available in 10 and 15 mil for optimal project flexibility
- Larger roll sizes equal lower installation costs

Raven Industries manufactures VaporBlock® and controls all aspects from start to finish assuring the final product meets our high performance standards. Raven is a publicly-traded company, with over 60 years of stability and service excellence to stand behind our products with a future of innovation and growth.



Vapor Barrier - Commercial

PRODUCT

PART

VAPORBLOCK 10	VB10
VAPORBLOCK 15	VB15

APPLICATIONS

- Underslab Vapor Retarder/Barrier
- Foundation Wall Vapor Retarder
- Radon Retarder

Note: All instructions on architectural or structural drawings should be reviewed and followed. Detailed installation instructions accompany each roll of VaporBlock and can also be located on our website.

ASTM E-1643 also provides general installation information for vapor retarders. All VaporBlock series materials can be installed with print or color facing up or down and will provide the same performance.

ASTM E-1745-11, "Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs".

VAPORBLOCK® VB10 & VB15

HIGH PERFORMANCE UNDERSLAB VAPOR BARRIER

PRO-FORMA DATA SHEET
FOR VAPORBLOCK® VB15**

PROPERTIES	TEST METHOD	VAPORBLOCK VB10	VAPORBLOCK VB15**	ASTM E 1745-11 Class A, B & C1
		IMPERIAL	IMPERIAL	IMPERIAL
Appearance		Blue	Blue	-
Thickness, Nominal		10 mil	15 mil	-
Roll Size		15 ft x 200 ft	12 ft x 200 ft	-
Weight		49 lbs/MSF	73 lbs/MSF	-
Classification	ASTM E1745-11	CLASS A, B, & C	CLASS A, B, & C	Class A, B, or C
Tensile Strength Average MD & TD (New Material) (After Exposure)	ASTM E154 Section 9, (D882)	52 lbs/in 53 lbs/in	60 lbs/in 61 lbs/in	Class A = 45 lbs/in Class B = 30 lbs/in Class C = 13.6 lbs/in Minimum
Puncture Resistance	ASTM D1709 Method B	2600 g	3000 g	Class A = 2200 g Class B = 1700 g Class C = 475 g Minimum
Permeance (New Material) (After Conditioning)	ASTM E154 Section 7 ASTM E96 Procedure B ASTM E154 Section 8, E96 Section 11, E96 Section 12, E96 Section 13, E96	0.0146 Perms grains/(ft ² •hr•in Hg) 0.0153 0.0151 0.0160 0.0181	0.01 Perms grains/(ft ² •hr•in Hg) 0.01 0.01 0.01 0.01	Class A, B, & C 0.1 Perms grains/(ft ² •hr•in Hg) Maximum
WVTR	ASTM E96 Procedure B	0.0084 grain/hr-ft ²	0.004 grain/hr-ft ²	-
Maximum Static Use Temp		180° F	180° F	-
Minimum Static Use Temp		-70° F	-70° F	-

1 Referencing ASTM E1745-11, Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs

**PROFORMA Contents: Data listed for VaporBlock® VB15, under ASTM E154, section 11, 12, and 13, is extrapolated from actual section 8 values and is subject to change at any time as additional test data becomes available.



VaporBlock® is a high performance underslab vapor barrier designed to retard moisture migration through concrete slabs and concrete walls.



Scan QR Code to download current technical data sheets via the Raven website.

Note: To the best of our knowledge, unless otherwise stated, these are typical property values and are intended as guides only, not as specification limits. Chemical resistance, odor transmission, longevity as well as other performance criteria is not implied or given and actual testing must be performed for applicability in specific applications and/or conditions. RAVEN INDUSTRIES MAKES NO WARRANTIES AS TO THE FITNESS FOR A SPECIFIC USE OR MERCHANTABILITY OF PRODUCTS REFERRED TO, no guarantee of satisfactory results from reliance upon contained information or recommendations and disclaims all liability for resulting loss or damage. Limited Warranty available at www.RavenEFD.com

RAVEN ENGINEERED FILMS
P.O. Box 5107 Sioux Falls, SD 57117-5107
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efdsales@ravenind.com
www.ravenefd.com




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092818 EFD 1092

Appendix B
System Component Photographs



Photograph #1	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #2	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #3	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



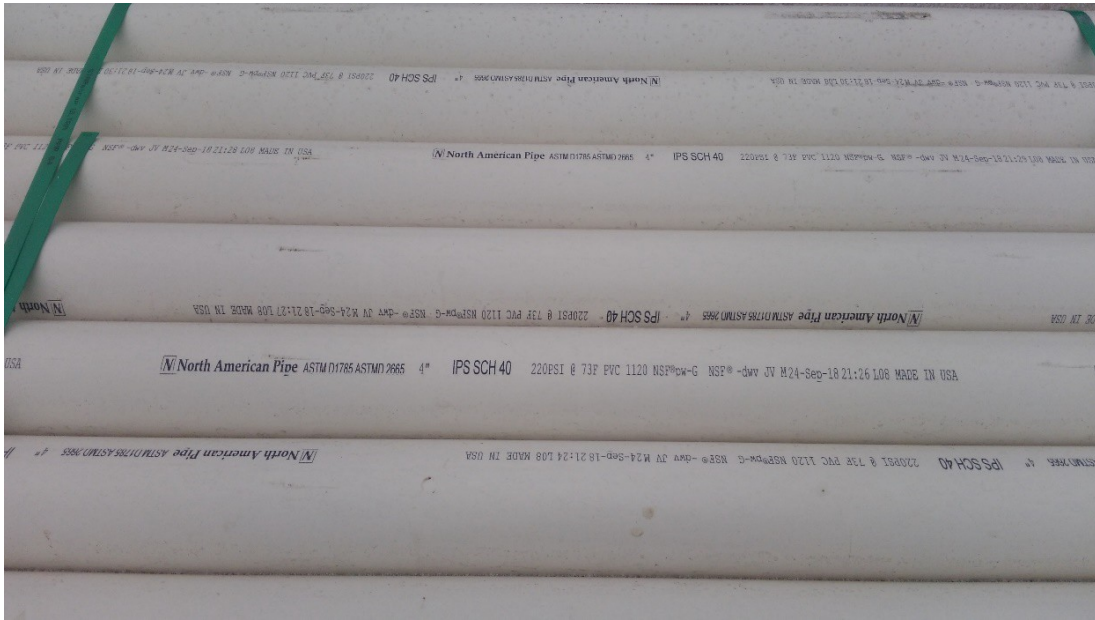
Photograph #4	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	




Photograph #5	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	




Photograph #6	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #7	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	
Location:	Supply area located on southern parking area	
Subject:	Rigid 4-inch piping	



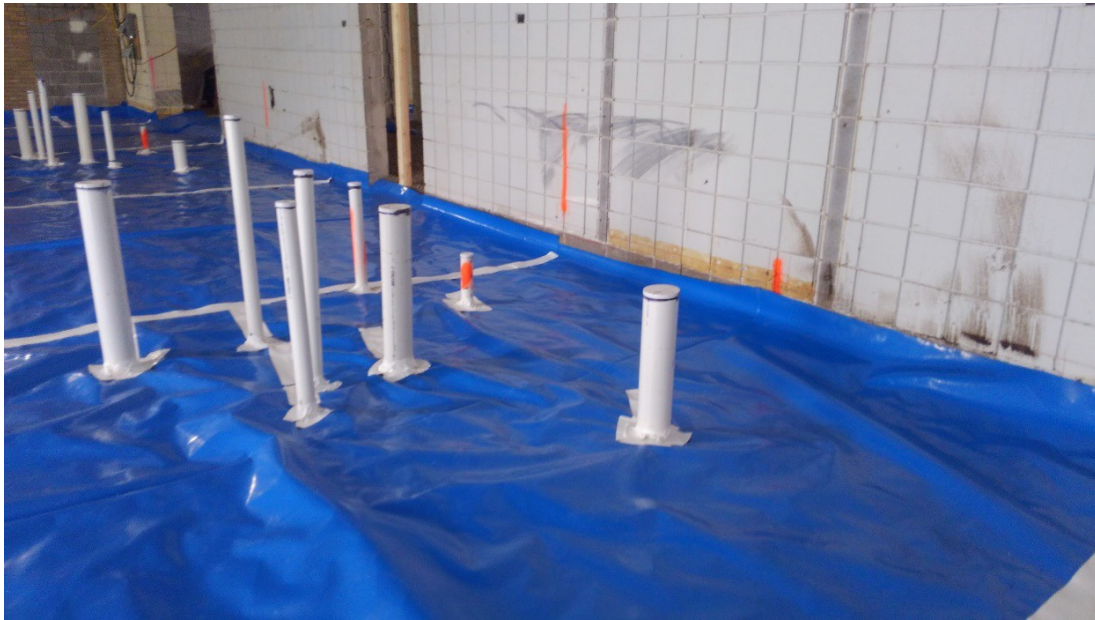
Photograph #8	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	
Location:	Supply area located on southern parking area	
Subject:	Perforated 4-inch piping	



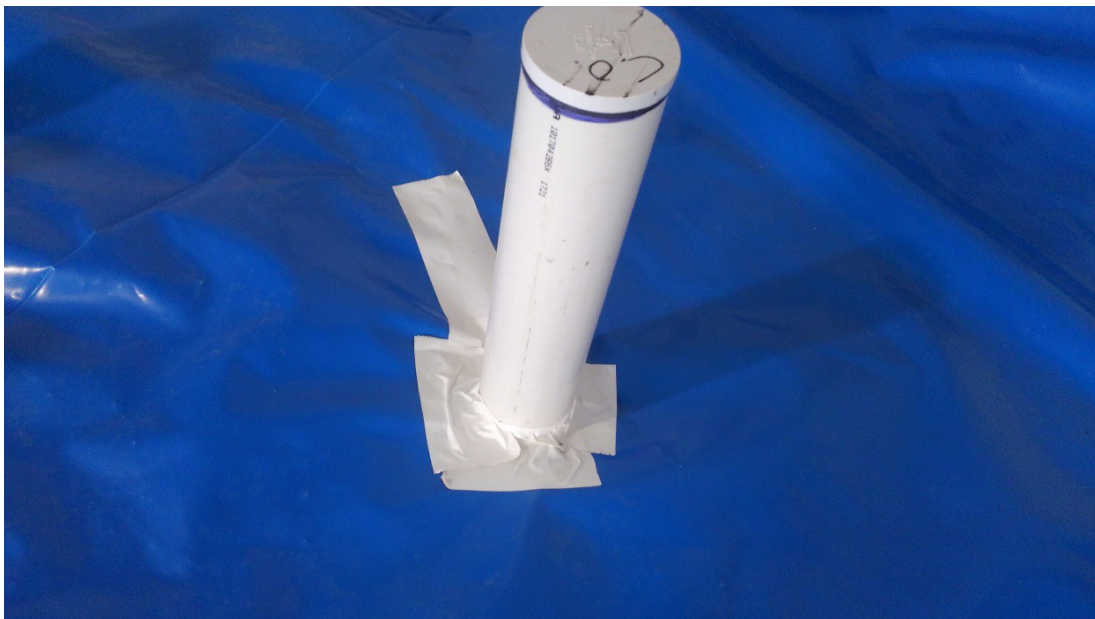
Photograph #9	Essentia Health Regional Wellness Center	B1806884
Date:	December 21, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Piping connections	



Photograph #10	Essentia Health Regional Wellness Center	B1806884
Date:	December 26, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	15-mil thick, multi-layer polyolefin barrier	



Photograph #11	Essentia Health Regional Wellness Center	B1806884
Date:	December 26, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



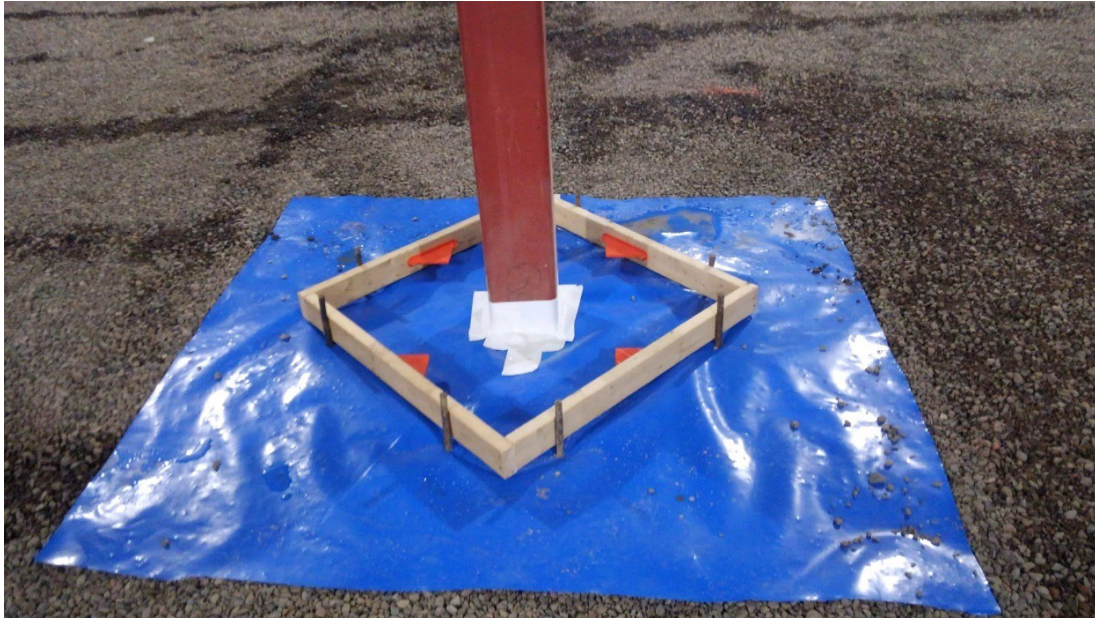
Photograph #12	Essentia Health Regional Wellness Center	B1806884
Date:	December 26, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #13	Essentia Health Regional Wellness Center	B1806884
Date:	December 26, 2018	BRAUN INTERTEC
Location:	Southeastern portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #14	Essentia Health Regional Wellness Center	B1806884
Date:	January 15, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #15	Essentia Health Regional Wellness Center	B1806884
Date:	January 15, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



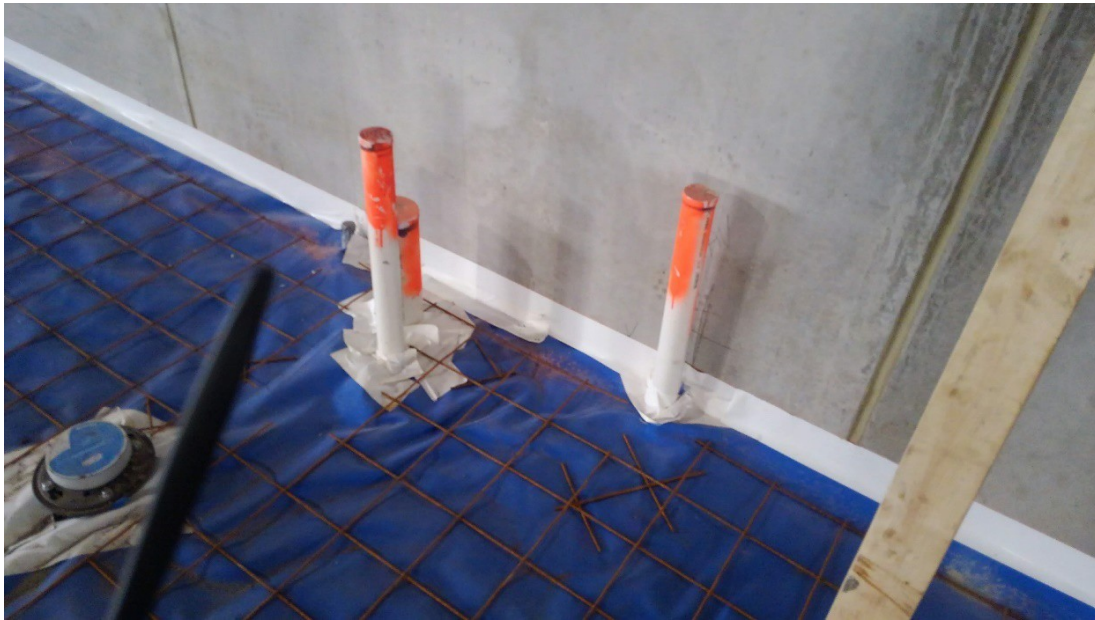
Photograph #16	Essentia Health Regional Wellness Center	B1806884
Date:	January 18, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #17	Essentia Health Regional Wellness Center	B1806884
Date:	January 31, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #18	Essentia Health Regional Wellness Center	B1806884
Date:	January 31, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #19	Essentia Health Regional Wellness Center	B1806884
Date:	January 31, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #20	Essentia Health Regional Wellness Center	B1806884
Date:	February 5, 2019	BRAUN INTERTEC
Location:	Central portion of Site building	
Subject:	Vapor Intrusion Mitigation System Oversight	



Photograph #21	Essentia Health Regional Wellness Center	B1806884
Date:	October 2, 2019	BRAUN INTERTEC
Location:	Receiving Area (1052)	
Subject:	Vacuum Monitor Alarm Panel – Systems 1-3, and 5	
		
Photograph #22	Essentia Health Regional Wellness Center	B1806884
Date:	October 2, 2019	BRAUN INTERTEC
Location:	Daycare Office (1280)	
Subject:	Vacuum Monitor Alarm Panel – System 4	

Appendix C
O&M Troubleshooting Guide

Appendix C
 Troubleshooting Guide
 Vapor Intrusion Mitigation System
 Essentia Health Wellness Center
 4289 Ugstad Road, Hermantown, Minnesota
 MPCA ID BF000660
 Braun Intertec Project B1500941.02

Problem	Possible Remedy
Alarm Panel has a red light.	<ul style="list-style-type: none"> - Check circuit breaker to see if breaker has been tripped, reset breaker. - Verify fan is operating on roof, if fan has power and is not operating call Braun Intertec. - Check for cracks or breaks in riser piping from floor to roof penetration, contact Braun Intertec if cracked piping is found. - Check for ice accumulation on discharge piping above fan on roof of building. If ice has built up, melt ice with small amounts of warm water or contact Braun Intertec.
Excessive noise or audible "sucking" noise	<ul style="list-style-type: none"> - Attempt to identify the source of the noise, this could be a crack in piping, broken fitting, etc. If unresolved Contact Braun Intertec.
Vapor mitigation System riser piping has excessive vibration	<ul style="list-style-type: none"> - Temporarily turn off system, and check fan on roof for obstructions. If obstructions are found, or excessive vibration persists, contact Braun Intertec.

Appendix D
Vapor Intrusion Mitigation System - Operation Log

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



DATE: March 31, 2021 **Meeting Date:** 4/5/21
SUBJECT: St. Louis County Project – **Agenda Item: 12-D** **Resolution 2021-44**
 Morris Thomas Road

REQUESTED ACTION

Approve Construction Bid provided by _____ for utility improvements as part of the St. Louis County Project – Morris Thomas Road

BACKGROUND

The City Council entered into a Cooperative Agreement with St Louis County for the reclaim and overlay with utility improvements on Morris Thomas Road via Resolution 2020-45. Per the agreement, St. Louis County is performing the design and construction engineering for the project including soliciting bids for the construction work.

The bid opening for the above-mentioned project is scheduled for Thursday, April 1, 2021 at 10:00 a.m. at St. Louis County. City Staff will review the bids and make a recommendation on Monday night.

Per the agreement, the City must provide concurrence with the awarding of the bid by St. Louis County. This resolution would provide that concurrence.

SOURCE OF FUNDS (if applicable)

Water Fund 601-494300-580

ATTACHMENTS

Abstract of Bids – **Will be emailed separately**

Resolution No. 2021-44

**RESOLUTION RECEIVING BIDS AND RECOMMENDING THE AWARD OF THE
CONTRACT FOR ST. LOUIS COUNTY PROJECT NO. CP 0056-284469/SP 069-656-018
RECLAIM & OVERLAY WITH UTILITY IMPROVEMENTS ON MORRIS THOMAS ROAD
IN THE AMOUNT OF \$_____**

WHEREAS, St. Louis County, the Project Engineer hired by the City through a Cooperative Agreement approved by Resolution 2020-45 duly advertised for bids for St. Louis County Project No. CP 0056-284469/SP 069-656-018 Reclaim & Overlay with Utility Improvements on Morris Thomas Road (“Project”); and

WHEREAS, bids on such Project were publicly opened and tabulated by St. Louis County on April 1, 2021; and

WHEREAS, a transcript of such bids is attached hereto as Exhibit A; and

WHEREAS, St. Louis County reviewed the bid of the lowest bidder to confirm its accuracy; and

WHEREAS, St. Louis County reviewed the bid of the lowest bidder and found it to be technically responsive to the specifications and also investigated the experience, past record of performance and capacity of the low bidder to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, St. Louis County has recommended that the lowest bidder, _____ (“Contractor”) be awarded the contract for St. Louis County Project No. CP 0056-284469/SP 069-656-018 Reclaim & Overlay with Utility Improvements on Morris Thomas Road (“Project”); and

WHEREAS, the Cooperative Agreement states that “the County must obtain the concurrence of the City prior to awarding the contract” and after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the contract for such improvement to Contractor.

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for St. Louis County Project No. CP 0056-284469/SP 069-656-018 Reclaim & Overlay with Utility Improvements on Morris Thomas Road.

2. The bid of Contractor is in the amount of \$_____ for St. Louis County Project No. 0056-284469/SP 069-656-018 Reclaim & Overlay with Utility Improvements on Morris Thomas Road for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.

3. St. Louis County is hereby requested to prepare a contract between the St. Louis County and Contractor as soon as possible and submit it to Contractor for execution by it.

4. Upon execution of such contract by Contractor and St. Louis County and its submission of a performance bond, payment bond and certificate of insurance acceptable to the County Attorney and the City Attorney, the work pursuant to the contract may proceed.

5. The County is hereby authorized to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the next lowest bidder shall not be returned until a contract has been executed.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 5, 2021.

EXHIBIT A

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



DATE: March 31, 2021 **Meeting Date:** 4/5/21
SUBJECT: Keene Creek Park Trail – Award **Agenda Item: 12-E** **Resolution 2021-45**
Contract

REQUESTED ACTION

Award contract to Veit & Company, Inc. for the construction of Keene Creek Park Trail

BACKGROUND

The City Council approved the engineer to prepare a feasibility report July 20, 2020 for a trail connection between Morris Thomas Road and Keene Creek Park. (Res. 2020-99). The report was received and the engineer was directed to prepare final plans and specifications on December 21, 2020. (Res. 2020-180). The council accepted the plans & specification & advertisement for bids on March 1, 2021. (Res. 2021-34). The project was advertised March 4, 11 & 18 and the bid opening was March 25th. The low bidder is Veit & Company, Inc. for \$286,778.53. The construction completion date is June 30, 2021.

SOURCE OF FUNDS (if applicable)

Park Dedication
GMPTC Grant

ATTACHMENTS

Abstract of Bids

Resolution No. 2021-45

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR
KEENE CREEK PARK TRAIL IN THE AMOUNT OF \$286,778.53**

WHEREAS, the City of Hermantown duly advertised for bids for Keene Creek Park Trail (“Project”) within the City of Hermantown; and

WHEREAS, the City will finance the Project from a state grant and park dedication funds; and

WHEREAS, bids on such Project were publicly opened and tabulated by the Consulting Engineer and City Clerk on March 25, 2021; and

WHEREAS, a transcript of such bids is attached hereto as Exhibit A; and

WHEREAS, the Consulting Engineer reviewed the bid of the lowest bidder to confirm its accuracy; and

WHEREAS, the Consulting Engineer reviewed the bid of the lowest bidder and found it to be technically responsive to the specifications and also investigated the experience, past record of performance and capacity of the low bidder to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, the Consulting Engineer has recommended that the lowest bidder, Veit & Company, Inc. (“Contractor”) be awarded the contract for Keene Creek Park Trail (“Project”); and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the contract for such improvement to Contractor.

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

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for Keene Creek Park Trail.
2. The bid of Contractor is in the amount of \$286,778.53 for Keene Creek Park Trail for such bid option in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
3. The Consulting Engineer is hereby directed to prepare a contract between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.
4. Upon execution of such contract by Contractor and its submission of a performance bond, payment bond and certificate of insurance acceptable to the City Attorney, Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.
5. The City Clerk is hereby authorized and directed to return forthwith to all bidders, the deposits (bid bonds) made with their bids, except that deposit (bid bond) of the successful bidder and the next lowest bidder shall not be returned until a contract has been executed.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 5, 2021.

EXHIBIT A

Bid Abstract

Date: 3/25/2021

Item No.	Note No.	Spec. No.	Item Description	Unit of Measure	Estimated Quantities	Engineer's Estimate		Veit		KTM		KGM		USA		Nordic		Northland	
						Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1		2021.501	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 31,000.00	\$ 31,000.00	\$ 9,500.00	\$ 9,500.00	\$ 28,000.00	\$ 28,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,325.90	\$ 25,325.90
2		2101.501	CLEARING AND GRUBBING	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 12,500.00	\$ 12,500.00	\$ 7,000.00	\$ 7,000.00	\$ 17,100.00	\$ 17,100.00	\$ 37,500.00	\$ 37,500.00	\$ 2,000.00	\$ 2,000.00	\$ 24,000.00	\$ 24,000.00
3		2101.524	CLEARING	TREE	6	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 350.00	\$ 2,100.00	\$ 600.00	\$ 3,600.00	\$ 50.00	\$ 300.00	\$ 260.00	\$ 1,560.00
4		2101.524	GRUBBING	TREE	6	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00	\$ 50.00	\$ 300.00	\$ 350.00	\$ 2,100.00	\$ 250.00	\$ 1,500.00	\$ 50.00	\$ 300.00	\$ 220.00	\$ 1,320.00
5		2104.503	REMOVE METAL CULVERT	L F	32	\$ 15.00	\$ 480.00	\$ 18.00	\$ 576.00	\$ 10.00	\$ 320.00	\$ 12.00	\$ 384.00	\$ 5.00	\$ 160.00	\$ 20.00	\$ 640.00	\$ 22.00	\$ 704.00
6		2105.507	COMMON EXCAVATION (CV)	C Y	1730	\$ 10.00	\$ 17,300.00	\$ 16.00	\$ 27,680.00	\$ 15.00	\$ 25,950.00	\$ 14.75	\$ 25,517.50	\$ 15.00	\$ 25,950.00	\$ 30.00	\$ 51,900.00	\$ 20.00	\$ 34,600.00
7		2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	5200	\$ 2.00	\$ 10,400.00	\$ 1.05	\$ 5,460.00	\$ 2.50	\$ 13,000.00	\$ 4.25	\$ 22,100.00	\$ 2.65	\$ 13,780.00	\$ 2.50	\$ 13,000.00	\$ 3.00	\$ 15,600.00
8		2105.507	SELECT GRANULAR BORROW MOD 7% (CV)	C Y	1200	\$ 25.00	\$ 30,000.00	\$ 25.00	\$ 30,000.00	\$ 31.20	\$ 37,440.00	\$ 27.00	\$ 32,400.00	\$ 28.00	\$ 33,600.00	\$ 40.00	\$ 48,000.00	\$ 41.00	\$ 49,200.00
9		2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	1300	\$ 30.00	\$ 39,000.00	\$ 35.00	\$ 45,500.00	\$ 32.50	\$ 42,250.00	\$ 35.00	\$ 45,500.00	\$ 35.00	\$ 45,500.00	\$ 45.00	\$ 58,500.00	\$ 48.00	\$ 62,400.00
10		2301.504	CONCRETE PAVEMENT 6"	S Y	67	\$ 90.00	\$ 6,030.00	\$ 93.00	\$ 6,231.00	\$ 107.00	\$ 7,169.00	\$ 90.00	\$ 6,030.00	\$ 93.00	\$ 6,231.00	\$ 90.00	\$ 6,030.00	\$ 82.00	\$ 5,494.00
11		2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3.B)	TON	440	\$ 125.00	\$ 55,000.00	\$ 100.00	\$ 44,000.00	\$ 100.00	\$ 44,000.00	\$ 98.00	\$ 43,120.00	\$ 105.00	\$ 46,200.00	\$ 120.00	\$ 52,800.00	\$ 90.00	\$ 39,600.00
12		2511.507	RANDOM RIPRAP CLASS II	C Y	85	\$ 80.00	\$ 6,800.00	\$ 50.00	\$ 4,250.00	\$ 110.00	\$ 9,350.00	\$ 75.00	\$ 6,375.00	\$ 75.00	\$ 6,375.00	\$ 120.00	\$ 10,200.00	\$ 70.00	\$ 5,950.00
13		2501.503	12" CP PIPE CULVERT	L F	20	\$ 50.00	\$ 1,000.00	\$ 24.00	\$ 480.00	\$ 35.00	\$ 700.00	\$ 63.00	\$ 1,260.00	\$ 55.00	\$ 1,100.00	\$ 25.00	\$ 500.00	\$ 12.00	\$ 240.00
14		2501.503	18" CP PIPE CULVERT	L F	115	\$ 60.00	\$ 6,900.00	\$ 36.00	\$ 4,140.00	\$ 45.00	\$ 5,175.00	\$ 69.00	\$ 7,935.00	\$ 65.00	\$ 7,475.00	\$ 40.00	\$ 4,600.00	\$ 14.00	\$ 1,610.00
15		2501.502	12" GS PIPE APRON	EACH	2	\$ 400.00	\$ 800.00	\$ 282.00	\$ 564.00	\$ 250.00	\$ 500.00	\$ 470.00	\$ 940.00	\$ 350.00	\$ 700.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00
16		2501.502	18" GS PIPE APRON	EACH	8	\$ 500.00	\$ 4,000.00	\$ 354.00	\$ 2,832.00	\$ 400.00	\$ 3,200.00	\$ 535.00	\$ 4,280.00	\$ 400.00	\$ 3,200.00	\$ 250.00	\$ 2,000.00	\$ 180.00	\$ 1,440.00
17		2557.503	WIRE FENCE DESIGN SPECIAL VINYL COATED	L F	294	\$ 50.00	\$ 14,700.00	\$ 32.00	\$ 9,408.00	\$ 47.00	\$ 13,818.00	\$ 40.00	\$ 11,760.00	\$ 42.00	\$ 12,348.00	\$ 40.00	\$ 11,760.00	\$ 47.00	\$ 13,818.00
18		2557.502	VEHICULAR GATE	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 4,650.00	\$ 9,300.00	\$ 2,500.00	\$ 5,000.00	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,675.00	\$ 7,350.00
19		2563.601	TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
20		2564.502	INSTALL SIGN TYPE C	EACH	12	\$ 200.00	\$ 2,400.00	\$ 285.00	\$ 3,420.00	\$ 800.00	\$ 9,600.00	\$ 250.00	\$ 3,000.00	\$ 250.00	\$ 3,000.00	\$ 300.00	\$ 3,600.00	\$ 140.00	\$ 1,680.00
21		2573.501	STABILIZED CONSTRUCTION EXIT	LS	2	\$ 2,000.00	\$ 4,000.00	\$ 1,180.00	\$ 2,360.00	\$ 2,200.00	\$ 4,400.00	\$ 1,250.00	\$ 2,500.00	\$ 400.00	\$ 800.00	\$ 1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00
22		2573.503	SILT FENCE: TYPE HI	L F	4510	\$ 2.50	\$ 11,275.00	\$ 3.75	\$ 16,912.50	\$ 4.00	\$ 18,040.00	\$ 4.00	\$ 18,040.00	\$ 3.50	\$ 15,785.00	\$ 5.20	\$ 23,452.00	\$ 4.00	\$ 18,040.00
23		2573.503	FILTER BERM TYPE 4	L F	965	\$ 1.00	\$ 965.00	\$ 3.30	\$ 3,184.50	\$ 3.00	\$ 2,895.00	\$ 6.00	\$ 5,790.00	\$ 5.00	\$ 4,825.00	\$ 5.00	\$ 4,825.00	\$ 8.00	\$ 7,720.00
24		2575.504	SODDING TYPE LAWN	S Y	1300	\$ 10.00	\$ 13,000.00	\$ 14.25	\$ 18,525.00	\$ 17.00	\$ 22,100.00	\$ 12.20	\$ 15,860.00	\$ 9.50	\$ 12,350.00	\$ 5.50	\$ 7,150.00	\$ 15.25	\$ 19,825.00
25		2575.505	SEEDING	ACRE	0.71	\$ 2,000.00	\$ 1,420.00	\$ 343.00	\$ 243.53	\$ 400.00	\$ 284.00	\$ 1,900.00	\$ 1,349.00	\$ 350.00	\$ 248.50	\$ 2,000.00	\$ 1,420.00	\$ 1,900.00	\$ 1,349.00
26		2575.508	SEED MIXTURE 36-311 (UPLAND)	LB	54	\$ 5.00	\$ 270.00	\$ 36.00	\$ 1,944.00	\$ 35.00	\$ 1,890.00	\$ 33.00	\$ 1,782.00	\$ 35.00	\$ 1,890.00	\$ 45.00	\$ 2,430.00	\$ 32.00	\$ 1,728.00
27		2575.508	SEED MIXTURE 34-361 (WETLAND)	LB	6	\$ 75.00	\$ 450.00	\$ 47.50	\$ 285.00	\$ 45.00	\$ 270.00	\$ 33.00	\$ 198.00	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00	\$ 32.50	\$ 195.00
28		2575.605	MULCH MATERIAL TYPE 1	ACRE	0.71	\$ 1,500.00	\$ 1,065.00	\$ 2,300.00	\$ 1,633.00	\$ 2,500.00	\$ 1,775.00	\$ 600.00	\$ 426.00	\$ 2,200.00	\$ 1,562.00	\$ 2,000.00	\$ 1,420.00	\$ 1,410.00	\$ 1,001.10
TOTAL COST:						\$ 270,255.00	\$ 286,778.53	\$ 286,778.53	\$ 288,626.00	\$ 312,546.50	\$ 322,479.50	\$ 337,427.00	\$ 349,500.00						

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



DATE: March 31, 2021 **Meeting Date:** 4/5/21

SUBJECT: Hermantown Amateur Hockey Association – McKenzie’s Bar & Grill **Agenda Item: 12-F** **Resolution 2021-46**

REQUESTED ACTION

Approve charitable gambling at McKenzie’s Bar & Grill

BACKGROUND

The owner of McKenzie’s Bar & Grill contacted the Hermantown Amateur Hockey Association and asked that a pull tab machine be placed in their establishment.

The Hermantown Amateur Hockey Association is requesting approval of Charitable Gambling at McKenzie’s Bar & Grill. A Pull Tab Dispensing Machine to sell paper pull tabs will be placed at that location.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

MN Lease for Lawful Gambling Activity

Resolution No. 2021-46

RESOLUTION APPROVING APPLICATION FOR NEW LICENSE FOR CHARITABLE GAMBLING BY HERMANTOWN AMATEUR HOCKEY ASSOCIATION FOR MCKENZIE'S BAR & GRILL

WHEREAS, the Hermantown Amateur Hockey Association has made application for a new charitable gambling license for the conduct by it of lawful gambling on the premises of the McKenzie's Bar & Grill with the Minnesota Charitable Gambling Control Board; and

WHEREAS, under Minnesota Statute 349.213, Subdivision 2, provides that an initial premises permit will be issued to an applicant if the City Council were to adopt a resolution approving the issuance of the initial premises permit; and

WHEREAS, the gambling to be conducted by the Hermantown Amateur Hockey Association pursuant to such applications is permitted under the Hermantown Code of Ordinances, Section 430, Gambling; and

WHEREAS, the Hermantown Amateur Hockey Association has provided a certification and description of the expenditures made by it from the profits of its gambling activities during the preceding two (2) calendar years, as required by Section 430.07, 430.07.01 and 430.07.2 of the Hermantown Code of Ordinances; and

WHEREAS, the City Council of the City of Hermantown has carefully considered this matter and has determined that it does not have a basis for disapproving the licenses that are applied for by the Hermantown Amateur Hockey Association.

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

1. The City Council of the City of Hermantown hereby approves the application for new charitable gambling licenses made by the Hermantown Amateur Hockey Association for the conduct by it of lawful gambling on the premises of the McKenzie's Bar & Grill.
2. Nothing in this resolution shall be deemed to cause the City of Hermantown to be responsible for any actions conducted by the Hermantown Amateur Hockey Association pursuant to the license to be issued by the Minnesota Charitable Gambling Control Board pursuant to its application.

Councilor ____ introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 5, 2021.

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Hermantown Amateur Hockey Association License/Site Number: 02165 Daytime Phone: (218) 590-7911
Address: 4309 Ugstad Rd Hermantown MN 55811
Name of Leased Premises: McKenzie's Bar and Grill Street Address: 5094 Miller Trunk Hwy Suite 700
City: Hermantown, MN State: MN Zip: 55811 Daytime Phone: 218-729-1900
Name of Legal Owner: DCMW LLC Business/Street Address: 5094 Miller Trunk Hwy Suite 700
City: Hermantown MN State: MN Zip: 55811 Daytime Phone: 218-729-1900
Name of Lessor (if same as legal owner, write "SAME"): SAME Address:
City: State: Zip: Daytime Phone:

Check applicable item:
[X] New or amended lease. Effective date: 5-1-2021. Submit changes at least ten days before the effective date of the change.
[] New owner. Effective date: . Submit new lease within ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

[] Pull-Tabs (paper) [] Electronic Pull-Tabs
[X] Pull-Tabs (paper) with dispensing device [] Electronic Linked Bingo
[] Bar Bingo [] Bingo
[] Tipboards
[] Paddlewheel [] Paddlewheel with table
Electronic games may only be conducted:
1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.
ALL GAMES, including electronic games: Monthly rent to be paid: % , not to exceed 10% of gross profits for that month.
• Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750.
• The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.
ELECTRONIC GAMES: Monthly rent to be paid: % , not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.
ALL OTHER GAMES: Monthly rent to be paid: 20 % , not to exceed 20% of gross profits from all other forms of lawful gambling.
• If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:
• Rent to be paid: % , not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
• Rate to be paid: \$ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
=> Rent may not be paid for bar bingo.
=> Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 10 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

As per Hermonston City Council Rent per month is capped at \$1300/month

Signature of Lessor: <i>Kevin Collard</i>	Date: <i>3/17/21</i>	Signature of Organization Official (Lessee): <i>Bob Schmidt</i>	Date: <i>3-17-21</i>
Print Name and Title of Lessor: <i>Kevin Collard</i>	Print Name and Title of Lessee: <i>Bob Schmidt Gambling Mng'r</i>		

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
 Minnesota Gambling Control Board
 1711 W. County Road B, Suite 300 South
 Roseville, MN 55113
 Fax: 651-639-4032

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:
 Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Hermantown Amateur Hockey Association License Number: 02165
 Chief Executive Officer (CEO) Marty Olson Daytime Phone: 218-591-4735
 Gambling Manager: Bob Schmidt Daytime Phone: 218-590-7911

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: McKenzie's Bar and Grill
 List any previous names for this location:
Landing 53
 Street address where premises is located: 5094 Miller Trunk Hwy, Suite 700
(Do not use a P.O. box number or mailing address.)

City: Hermantown OR Township: _____ County: St. Louis Zip Code: 55811

Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.
 Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: North Shore Bank Bank Account Number: 9155573
 Bank Street Address: 4810 Miller Trunk Hwy City: Hermantown State: MN Zip Code: 55811

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): E2 Storage City: Hermantown State: MN Zip Code: 55811
4771 W. Arrowhead Rd
 _____ State: MN
 _____ State: MN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

ACKNOWLEDGMENT AND OATH

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signature of Chief Executive Officer (designee may not sign) _____ Date _____

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: March 31, 2021
SUBJECT: Trunk Sewer Spur & Munger
Trail Spur – Sanitary Sewer
Improvement District No. 448



Meeting Date: 4/5/21

Agenda Item: 12-G **Resolution 2021-47**

REQUESTED ACTION

Approve Change Order #5 to have Utility Systems of America construct signage, crosswalks and access gates related to the trail, and a catch basin and stormwater pipe at Public Works

BACKGROUND

Contractor to construct signage, crosswalks and access gates to warn/advise pedestrians and vehicles of trail crossings and access information. Contractor shall also provide and install a precast catch basin and 40 LF of pipe to convey runoff beneath an access road at the public works facility. Work shall include all time, materials and equipment to perform the work.

As part of Change Order #4, the overall project completion date was changed to August 31, 2021. However, all trail work from Stebner Park to Hermantown Road, must be completed by June 30, 2021. The signage, crosswalks and gates are included as part of this work and must be completed ahead of June 30, 2021.

NCE has reviewed the estimated costs and recommends approval of the Change Order amount of **\$38,975.00**. This amount is based off the unit prices for the items of work listed in an email thread with Utility Systems of America. I recommend this Change Order be approved in the amount noted at the April 5, 2021 City Council Meeting.

SOURCE OF FUNDS (if applicable)

Grant & Stormwater Utility Fund

ATTACHMENTS

Change Order #5

Resolution No. 2021-47

**RESOLUTION APPROVING CHANGE ORDER NUMBER 5 FOR
SEWER IMPROVEMENT DISTRICT NO. 448**

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

WHEREAS, Utility Systems of America, Inc. has submitted Change Order No. 5 for:

1. Construct signage, crosswalks and access gates relating to Munger Trail Connector. \$31,775.00
Signage and crosswalks will be constructed near trail and crossing roads intersections to warn/advise pedestrians and vehicles of trail crossings and access information. Locations with truncated domes will require the domes to be set in concrete pads. (4) gates will be constructed at trail access points to not allow access to the trail by motorized vehicles. These gates will be locking gates and will be accessible by emergency or maintenance vehicles as needed. See attached breakdown of items and associated costs.

As part of Change Order #4, the overall project completion date was changed to August 31, 2021. However, all trail work from Stebner Park to Hermantown Road, must be completed by June 30, 2021. The signage, crosswalks and gates are included as part of this work and must be completed ahead of June 30, 2021.

2. Catch Basin and Pipe at Public Works. \$7,200.00
Due to access road adjustments at the public works facility, it was determined an additional catch basin will be added to convey runoff from the north yard under the new access road. From the catch basin, 40 LF of 12” HDPE dual wall pipe will convey flow into the newly constructed storm basin.

Work includes all time, materials, and equipment to construct and set the culvert and pipe. Culvert shall be constructed to City of Hermantown Construction Standards.

Change Order #5 Total: \$38,975.00

WHEREAS, Utility Systems of America, Inc. has recommended such Change Order No. 5, and;

WHEREAS, Northland Consulting Engineers LLP has approved such Change Order No.5.

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

1. Change Order No. 5 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 April 5, 2021.

Date of Issuance: 3/30/21	Effective Date:
Owner: City of Hermantown	Owner's Contract No.: 16-808
Contractor: Utility Systems of America	Contractor's Project No.:
Engineer: Northland Consulting Engineers	Engineer's Project No.: 16-808
Project: Hermantown Trunk Sewer Spur & Munger Trail Spur	SSID: 448

The Contract is modified as follows upon execution of this Change Order:

Description:

5.1) Construct signage, crosswalks and access gates relating to Munger Trail Connector. \$31,775.00

Signage and crosswalks will be constructed near trail and crossing roads intersections to warn/advise pedestrians and vehicles of trail crossings and access information. Locations with truncated domes will require the domes to be set in concrete pads. (4) gates will be constructed at trail access points to not allow access to the trail by motorized vehicles. These gates will be locking gates and will be accessible by emergency or maintenance vehicles as needed. See attached breakout of items and associated costs.

As part of Change Order #4, the overall project completion date was changed to August 31st, 2021. However, all trail work from Stebner Park to Hermantown Road, must be completed by June 30th, 2021. The signage, crosswalks and gates are included as part of this work and must be completed ahead of June 30th, 2021.

5.2) Catch Basin and Pipe at Public Works. \$7,200.00

Due to access road adjustments at the public works facility, it was determined an additional catch basin will be added to convey runoff from the north yard under the new access road. From the catch basin, 40 LF of 12" HDPE dual wall pipe will convey flow into the newly constructed storm basin.

Work includes all time, materials, and equipment to construct and set the culvert and pipe. Culvert shall be constructed to City of Hermantown Construction Standards.

Change Order #5 Total: \$38,975.00

- Attachments: 1) Change Order #5 Item Breakout
2) Email Thread with USA's Jim Pucel, Project Manager.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 4,209,784.30	
Increase from previously approved Change Orders: \$ 137,908.57	No change in contract time associated with this change order.
Contract Price prior to this Change Order: \$ 4,347,692.87	
Increase of this Change Order: \$ 38,975.00	
Contract Price incorporating this Change Order: \$ 4,386,667.87	

By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: City Engineer	Title: _____	Title: PROJECT MANAGER
Date: 03/30/2021	Date: _____	Date: 3-30-21

USA Change Order #5 Breakdown

Signage, Crosswalks and Gates				
Stop Sign	EA	7	\$ 275.00	\$ 1,925.00
Stop Ahead Sign	EA	6	\$ 275.00	\$ 1,650.00
No Motor Vehicles Sign	EA	7	\$ 300.00	\$ 2,100.00
Trail Crossing Ahead Sign	EA	4	\$ 375.00	\$ 1,500.00
Trail Crossing Sign	EA	4	\$ 400.00	\$ 1,600.00
Gate	EA	4	\$ 3,500.00	\$ 14,000.00
Striping @ Crosswalks	LS	1	\$ 1,200.00	\$ 1,200.00
Truncated Domes/Concrete	EACH	6	\$ 1,300.00	\$ 7,800.00
			Total	\$ 31,775.00

Public Works Catch Basin & Pipe				
Catch Basin	LS	1	\$ 4,600.00	\$ 4,600.00
12" Dual Wall HDPE	LF	40	\$ 65.00	\$ 2,600.00
			Total	\$ 7,200.00

Change Order #5 Total: \$ 38,975.00

Adam Zwak

From: David Bolf
Sent: Friday, March 26, 2021 7:10 AM
To: PW-Paul Senst
Cc: 'jmulder@hermantownmn.com'; CH-Bonnie Engseth; Adam Zwak
Subject: FW: Follow up on Trunk Sewer Discussion

Follow Up Flag: Follow up
Flag Status: Completed

Paul, see USA's adjusted price on CB and pipe. I am ok with that. We will have the change orders prepared by next Tuesday to bring to CC on 4/5.

Bolf

From: Utility Systems of America Inc. <usainc@mchsi.com>
Sent: Saturday, March 20, 2021 4:24 PM
To: Adam Zwak <adam@nce-duluth.com>
Cc: David Bolf <david@nce-duluth.com>; usainc@mchsi.com
Subject: RE: Follow up on Trunk Sewer Discussion

Adam,

The quote for the cross walks and domes is as follows:

Cross walks-----\$1,200 total for both crossings

Domes (6 locations)---10' x2' = 20 ft per each x \$45 per sq ft = \$900/each
4' x 10' sidewalk (2 ft concrete each side of the domes) = \$10 per sq ft x 40 sq ft = \$400/each

Summary 6 each x \$1,300 = \$7,800 total

Please note that the freight for the CB is \$625 and the freight for the pipe is \$125. These are the costs for small loads. Same with a casting. We will reduce our quote as follows:

Catch basin-----\$4,600

Pipe---\$65 per foot

Thank you,

Jim Pucel, PE
Utility Systems of America

From: Adam Zwak [<mailto:adam@nce-duluth.com>]
Sent: Wednesday, February 3, 2021 2:27 PM
To: Utility Systems of America Inc.
Cc: David Bolf
Subject: RE: Follow up on Trunk Sewer Discussion

Jim,

Can you provide a number for the (2) crosswalk location, Anderson and Stebner Park Drive?

Can you provide a number for the domes?

Lastly, we are comfortable supporting the signage numbers, but the CB and pipe numbers are high. Typical \$/LF of a structure \$350-450 what we have been seeing plus casting around \$7-800. Pipe anywhere from \$30-50/LF. I understand this is an individual structure and short run, but please review these two numbers and let me know if you're firm.

Thanks,
Adam

From: Utility Systems of America Inc. <usainc@mchsi.com>
Sent: Thursday, February 4, 2021 11:58 AM
To: Adam Zwak <adam@nce-duluth.com>
Cc: David Bolf <david@nce-duluth.com>; usainc@mchsi.com
Subject: RE: Follow up on Trunk Sewer Discussion

Adam,

Our pricing is as follows:

Catch Basin	\$5,500 lump sum
12" Dual wall pipe	\$85 per foot
Gates-----	\$3,500 per each
Stop and stop ahead signs-----	\$275 per each
No motor vehicle sign-----	\$300 per each
Trail crossing with arrow-----	\$400 per each
Trail crossing ahead sign-----	\$375 per each

Thank you,

Jim Pucel, PE
Utility Systems of America

From: Adam Zwak [<mailto:adam@nce-duluth.com>]
Sent: Thursday, January 21, 2021 4:04 PM
To: Utility Systems of America Inc.
Cc: David Bolf
Subject: Follow up on Trunk Sewer Discussion

Hi Jim,

Please see attached signage plan we would like you to price out as well as a sketch of the catch basin and pipe at public works. Please let us know if you have any questions. We would like to have the numbers by January 25, 2021 to evaluate and decide if we will move forward. If the numbers are acceptable, we would bring to CC on April 5th for approval of a change order. Break out the sign numbers on a "per each" basis and split out the gate costs "per each" as well.

Per our conversation earlier this week, we are also requesting a blank claim form from **your insurance company**. The form you sent is from SX. We assume this will be a formal document with USA and your insurance company listed. Since the City's contract is with USA that is the procedure we need to follow. With this form we can deliver to any residents that have expressed issue with the blasting.

Thank you.

Adam Zwak, P.E. – Partner

Northland Consulting Engineers, LLP
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

adam@nce-duluth.com

(218) 727-5995 (office)

(218) 348-0910 (cell)



TO: Mayor & City Council

FROM: Jim Crace, Chief of Police



DATE: March 31, 2021

Meeting Date: 4/5/21

SUBJECT: 2021 Speed & Aggressive
Driving Enforcement Grant

Agenda Item: 12-H

Resolution 2021-48

REQUESTED ACTION

Approve the 2021 Speed & Aggressive Driving Enforcement Grant

BACKGROUND

The State of MN has experienced an increase in aggressive driving in the past year. Due to this, the state has offered grants to local law enforcement to address the issue with increased enforcement. The grant is for \$1,600 with a local match of 25% (\$400). This grant will allow us to put some extra enforcement shifts during peak times or construction areas.

SOURCE OF FUNDS (if applicable)

Fund 101-331998

ATTACHMENTS

MN Dept. of Public Safety Grant Contract Agreement

Resolution No. 2021-48

RESOLUTION APPROVING THE 2021 SPEED & AGGRESSIVE DRIVING ENFORCEMENT GRANT BETWEEN THE CITY OF DULUTH & CITY OF HERMANTOWN

WHEREAS, the City of Duluth is the recipient of a FY 2021 Speed and Aggressive Driving Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$8,000.00 plus a \$1,600.00 local match, said Grant designed to enhance public education and traffic law enforcement regarding traffic safety issues with an emphasis on speed and aggressive driving; and

WHEREAS, pursuant to the terms of said Grant, City of Duluth and the City of Hermantown will work collaboratively to reduce the number of speed and aggressive driving events in southern St. Louis County, Minnesota, for which they will be entitled to reimbursement for overtime costs under the terms of the Grant; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant as stated in Exhibit A.

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

1. The Mayor is hereby authorized to execute and deliver the Agreement attached hereto as Exhibit A.
2. The amounts payable pursuant to this resolution shall be charged to Fund 101-331998.

Councilor _____ introduced the foregoing resolution and moved it adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 5, 2021.

EXHIBIT A

**2021 SPEED AND AGGRESSIVE DRIVING ENFORCEMENT
GRANT AGREEMENT BETWEEN
CITY OF DULUTH AND CITY OF HERMANTOWN**

ARTICLE I

Scope of Professional Services

The City of Hermantown agrees that it will be responsible to provide the services as generally described in the Grant Agreement and Grant Budget (collectively referred to as Grant Documents), copies of which are incorporated herein by reference and made a part hereof as though fully set forth herein.

ARTICLE II

Reimbursement for Expenses

The City of Duluth and the City of Hermantown shall be entitled to reimbursement of the cost of overtime enforcement hours for providing the above services in an amount not to exceed the following:

Entity	Maximum Reimbursement Amount	Additional Funds
City of Duluth Police Dept.	\$6,000.00	Local Match of \$1,200.00
Hermantown Police Dept.	\$2,000.00	Local Match of \$400.00
TOTAL	\$8,000.00	\$1,600.00

Upon the expenditure of funds in support of the Grant Documents and presentation to City of Duluth of documentation establishing the expenses, City of Duluth shall promptly reimburse the City of Hermantown for said costs up to the amount set forth above. Notwithstanding the preceding sentence, the parties understand that the local match shall be met first before any expenses are eligible for reimbursement. All reimbursements from City of Duluth pursuant to this Agreement shall be issued from City of Duluth Fund 215-200-2235-4210-01(Police Grant Programs, Police, Speed Enforcement Grant, Pass-thru Federal Grants).

ARTICLE III

Assignability

The City of Hermantown shall not in any way assign or transfer any of its respective rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on February 15, 2021 and run concurrently with the Grant Term and expire on September 30, 2021.

ARTICLE V

Termination of Services

The City of Hermantown may, by giving written notice at least thirty (30) days prior to the effective date thereof, terminate, without cause, a portion of the Agreement as it relates to its obligations hereunder. The terminating party shall be entitled to compensation for services properly performed by it, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Notwithstanding the foregoing, the City of Duluth may terminate this Agreement upon notification from the Minnesota Department of Public Safety that grant funding to fund City of Duluth's obligations hereunder has been terminated; such termination shall be effective upon the parties receiving notice thereof.

ARTICLE VI

Standard of Performance

The City of Hermantown agrees that all services to be provided pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by the City of Hermantown in accordance with requirements prescribed by Grant. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

B. Documentation of Costs

The City of Hermantown will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

The City of Hermantown shall be responsible for furnishing to City of Duluth records, data and information as City of Duluth may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

The City of Hermantown shall ensure that at any time during normal business hours, there shall be made available to any party, for examination, all of its records with respect

to all matters covered by this Agreement. The City of Hermantown will also permit any party, State, or Federal agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Information

All reports, data, information, documentation and material given to or prepared by the City of Hermantown pursuant to this Agreement will be public except as provided for in applicable Federal or state laws, rules, regulations or orders.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties or any officers or employees thereof shall be considered an employee of any other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of any party and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from another party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of any party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapters 466 or 3.736 as applicable or to extend the amount of liability of any party to amounts in excess of that specified in said Chapters.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Each party and their respective officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

All parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, County, and the City of Duluth and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to the parties provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

CITY OF DULUTH: Lt. Ryan Morris
City of Duluth Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

Hermantown: Chief James Crace
Chief of Police
Hermantown Police Department
5111 Maple Grove Road
Hermantown, MN 55811-3605

ARTICLE XIII

Waiver

Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

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.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

ARTICLE XVII

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH, a Minnesota municipal corporation

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____
Its Mayor

By: _____

Its: _____

Date: _____

Attest:

Date: _____

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney