



Hermantown City Council Meeting – May 2, 2022

Because of attendance considerations at the regular meeting location due to the health pandemic, Hermantown's upcoming, City Council Meeting will be conducted both remotely and with in-person access to Council Chambers.

The City Council meeting will utilize the platform "Zoom," which allows the public to view and/or hear the meeting from their phone or computer. Interested parties can also choose to attend the City Council Meeting in person at City Hall. Current Minnesota Department of Health guidelines regarding the health pandemic will be observed during this meeting.

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

<https://us02web.zoom.us/j/84196996052?pwd=Mm5Wb0k2VWFkWFJsVy9GL0l1Q2cyZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 841-9699-6052 and the passcode of 075854.

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

A few important tips regarding the Zoom platform:

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

The 4:30 p.m. Pre-Agenda Meeting will be available in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting. Attendees of the Pre-Agenda Meeting should expect to follow the current social distancing and mask guidelines.



AGENDA

Pre-Agenda Meeting Monday, May 2, 2022 at 4:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building

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

City Council Meeting May 2, 2022 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building

Invitation to participate:

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

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

Order of discussion

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

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, May 2, 2022 at 4:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

**City Council Meeting May 2, 2022 at 6:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
 - A. **Public Comment Period on Body Worn Cameras and the Use of Body Worn Cameras Policy**
6. **COMMUNICATIONS**
 - A. **Correspondence** 22-41 through 22-49 placed on file
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
 - A. Kevin Orme, Finance Director *(Pre-Agenda Only)*
RE: **Quarterly Financials**
 - B. Joe Wicklund, Communications Manager *(Pre-Agenda Only)*
RE: Communication Overview
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. **Minutes** - Approval or correction of April 18, 2022 City Council Continuation Minutes
 - B. **Accounts Payable** – Approve general city warrants from April 16, 2022 through April 30, 2022 in the amount of \$351,986.47

10. MOTIONS

11. ORDINANCES

- A. 2022-05** An Ordinance Establishing Airport Zoning Overlay Safety Zones And Adopting Regulations

First Reading

- B. 2022-06** An Ordinance Amending Section 350.04, Acceptance And Opening Of Additional Roads And Streets, Of The Hermantown City Code By Modifying The Name Of Eeve Drive To Read As Stevie Drive

First Reading

- C. 2022-07** An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)

First Reading

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

- A. 2022-54** Resolution Approving Preliminary And Final Planned Unit Development For ATK Storage

(motion, roll call)

- B. 2022-55** Resolution Authorizing A Contract For Professional Services With Kraus-Anderson For Phase I Of The Ice Arena Portion Of The Community Recreation Initiative In The Amount Of \$22,000

(motion, roll call)

- C. 2022-56** Resolution Approving Wage Adjustment For Public Works Seasonal Help

(motion, roll call)

- D. 2022-57** City Of Hermantown Resolution In Support Of Local Government Aid (SF 3971/HF 4064)

(motion, roll call)

- E. 2022-58** Resolution Approving A Body Worn Camera Use Policy

(motion, roll call)

F. 2022-59 Resolution Receiving Quotations And Awarding Contract For The Purchase Of BWCs From Axon Enterprise, Inc. In The Total Contract Amount Of \$171,447.03

(motion, roll call)

G. 2022-60 Resolution Receiving Quotations And Awarding Contract For The Purchase Of Fleet Video And Related Accessories From Axon Enterprise, Inc. In The Total Contract Amount Of \$91,564.20

(motion, roll call)

13. CLOSED SESSION

Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and 13D.05, Subd. 3(c)(3) to evaluate the asking price of naming rights and to consider the acquisition of property rights associated with a proposed hockey arena located on property adjacent to the existing hockey arena in the City of Hermantown and develop offers and counteroffers. Following this closed session, the council will re-convene in open session.

14. RECESS

Date: April 26, 2022
To: City Council
From: John Mulder, City Administrator
RE: Correspondence

In your agenda packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall.

You are provided with the summary so that you may request a full copy of any correspondence article of interest to you.

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

2022 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
4/11/2022	22-41	Dave Huttel, Hermantown Arena Manager	Mayor, City Council & Park Board	Water Bill Fees	4/8/2022
4/13/2022	22-42	Patricia Fink, 4043 Haines Rd.	Jackie Dolentz, City Clerk	Appeal market value of property 395-0010-06590	4/6/2022
4/13/2022	22-43	Eric Johnson, Comm. Dev. Dir.	Planning Commission	ATK Enterprise, Inc. PUD, 4540 Norway Pines Pl.	4/12/2022
4/13/2022	22-44	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Porter Business Dev., LLC, Rezone 4798 Miller Trunk Hwy.	4/12/2022
4/13/2022	22-45	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Petition to change road name from Eevee Dr. to Stevie Dr.	4/12/2022
4/13/2022	22-46	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Airport overlay safety zones & regulations	4/12/2022
4/15/2022	22-47	Marietta Sutherland, 5240 Maple Grove Rd.	Jackie Dolentz, City Clerk	Appeal market value of property 395-0010-05900	4/10/2022
4/19/2022	22-48	Mark Wasbotten, mark.wasbotten@dell-comm.com	Councilors Nelson & Peterson	Resolution 2022.50	4/18/2022
4/21/2022	22-49	Marcella & Bradley Edstrom, 5195 Miller Trunk Hwy.	Jackie Dolentz, City Clerk	Appeal market value of properties 395-0091-00050 & 395-0091-00030	4/16/2022

City of Hermantown

As of 03/31/2022

Cash/Investments per Fund

240 City Sales Tax Fund	9,071,795
601 Water Fund	5,299,729
602 Sewer Fund	5,636,132
101 General Fund	3,688,494
Other	6,780,515
Total	<u>30,476,665</u>

Who holds our money

4M	3,982,276
RBC	20,358,601
Wells Fargo	5,845
TD Ameritrade	240,793
NBC	5,889,150
Total	<u>30,476,665</u>














How our money is invested

	<u>3/31/2022</u>	<u>12/31/2021</u>	<u>9/30/2021</u>	<u>11/30/2015</u>
Cash	5,889,150	8,920,960	8,123,118	8,677,550
Short Term Investment (Money Market)	3,985,533	5,387,120	5,612,816	1,820,749
Investment - Section 24 and Road Plan	240,793	632,478	1,032,971	0
Long Term Investment	20,361,189	19,335,638	17,177,118	3,924,540
Total	<u>30,476,665</u>	<u>34,276,197</u>	<u>31,946,023</u>	<u>14,422,839</u>

Year our Investments mature

2022	3,425,931
2023	9,036,930
2024	5,307,258
2025 and later	2,591,070
Total	<u>20,361,189</u>

City of Hermantown
Select Departmental and Funds Expenditure Actual to Budget Report (unaudited)

		TARGET (Q1 2022)	ACTUAL (Q1 2022)	PERCENT UNDER (OVER)
Administration & Finance		177,805	171,368	4%
Community Development		72,041	51,681	28%
Police Administration		769,087	640,179	17%
Fire Administration		134,199	134,199	0%
Street Dept. (Incl. Gen Eng)		194,667	173,917	11%
Parks		34,793	55,100	(58%)
Capital Equipment Transfer		118,750	-	100%
Facilities		73,801	91,990	(25%)
Other		108,104	65,951	39%
General Fund Expenditure Total		1,683,247	1,384,385	18%
Water		444,498	195,184	56%
Sewer		503,903	189,855	62%
Stormwater		116,657	5,923	95%
Sales Tax Revenue		500,000	503,954	1%

Parks - Red due to Reimb. Snowmobile grant and purchased broom for trails

Facilities - Red due to increase in price of heating gas and increased equipment maintenance

CITY OF HERMANTOWN
CITY COUNCIL MEETING
April 18, 2022
6:30 p.m.

MEETING CONDUCTED IN PERSON & VIA ZOOM

PLEDGE OF ALLEGIANCE

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

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

ABSENT: Councilor Peterson

VISITORS: 9

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 22-37 through and including 22-40 were read and placed on file.

PRESENTATIONS

Mike Marshall, Fire Chief, gave the HVFD 2021 Annual Report.

John Mulder, City Administrator, lead a discussion on the 2023 Road Improvement Plan.

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve April 4, 2022 City Council Continuation Minutes
- B. Approve general city warrants from April 1, 2022 through April 15, 2022 in the amount of \$435,413.74

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

MOTIONS

ORDINANCES

RESOLUTIONS

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

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Resolution 2022-50 Resolution Authorizing And Directing The City Administrator To Negotiate The Terms Of An Agreement For A Construction Manager At Risk (CMAR) Contract Between The City Of Hermantown And Kraus-Anderson Construction Company. Roll Call: Councilors Hauschild, Nelson, Mayor Boucher, aye. Councilor Geissler, abstain. Councilor Peterson, absent. Motion carried.

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

Motion made by Councilor Hauschild, seconded by Councilor Nelson, to adopt Resolution 2022-51 Resolution Authorizing A Contract For Professional Services With Short Elliot Hendrickson, Inc. For Water Distribution System Evaluation And Modeling In The Amount Of \$25,470. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-52 Resolution Approving Requests For Proposals (“RFP”) For Consultant Services To Prepare An Updated Comprehensive Plan

Motion made by Councilor Geissler, seconded by Councilor Nelson, to adopt Resolution 2022-52 Resolution Approving Requests For Proposals (“RFP”) For Consultant Services To Prepare An Updated Comprehensive Plan. Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

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

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Resolution 2022-53 Resolution Approving The 2022 City Of Hermantown Standard Specifications For Construction. Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

Motion made by Councilor Nelson, seconded by Geissler, to recess the meeting at 6:41 p.m. Motion carried.

Mayor

ATTEST:

City Clerk

CITY OF HERMANTOWN

CHECKS #68641-68702
04/16/2022-04/30/2022

PAYROLL CHECKS

Electronic Checks - #69475-69513 \$73,315.78

Electronic Checks - #69463-69469 \$3,566.22

LIABILITY CHECKS

Electronic Checks - #69460-69462 \$689.77

Electronic Checks - #69470-69474 \$56,893.33

Check - #68697-68702 \$4,430.10

PAYROLL EXPENSE TOTAL \$138,895.20

ACCOUNTS PAYABLE

Check - #68641-68696 \$128,614.16

Electronic Payments #-99770-99780 \$84,477.11

ACCOUNTS PAYABLE TOTAL \$213,091.27

TOTAL \$351,986.47

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets PW	108.82	-99780
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	47.61	-99780
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,366.28	-99780
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	142.83	-99780
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	190.44	-99780
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	190.44	-99780
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	15.00	-99779
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	2.75	-99779
101	419901	City Hall & Police Building Maintenance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	0.80	-99779
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	31.95	-99779
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	2.05	-99779
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	3.62	-99779
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 04/22	5.43	-99779
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,653.24	-99779
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	366.69	-99779
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica April	96.00	-99778
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	1,447.46	-99777
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	1,818.24	-99777
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH#1	1,769.12	-99777
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	109.71	-99777
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	511.02	-99777
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	321.63	-99777
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	584.02	-99777
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	365.01	-99777
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	987.42	-99777
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	19,492.44	-99777
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	284.59	-99776
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	16.20	-99776
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	252.95	-99776
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	45.23	-99776
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	63.92	-99776
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter 4745753	42.61	-99776
101	411100	Council	CW TECHNOLOGY GROUP INC	Port GigE Switch	124.09	-99775
101	411100	Council	CW TECHNOLOGY GROUP INC	Switch Replacements	59.46	-99775
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Switch Replacements	14.86	-99775
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Port GigE Switch	31.02	-99775
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Switch Replacements	89.20	-99775
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Port GigE Switch	186.14	-99775

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Port GigE Switch	93.07	-99775
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Switch Replacements	44.59	-99775
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Switch Replacements	765.90	-99775
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Microsoft Office	451.00	-99775
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	HP ProDesk/DDR4-SDRAM	4,118.75	-99775
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Microsoft Office	1,804.00	-99775
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Port GigE Switch	1,598.43	-99775
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Switch Replacements	14.86	-99775
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Port GigE Switch	31.02	-99775
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Switch Replacements	59.46	-99775
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Port GigE Switch	124.09	-99775
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Switch Replacements	44.59	-99775
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Port GigE Switch	93.07	-99775
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Switch Replacements	44.59	-99775
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Port GigE Switch	93.07	-99775
101	411100	Council	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	458.11	-99774
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	418.98	-99774
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	2,602.25	-99774
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	1,256.94	-99774
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	8,021.34	-99774
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	418.98	-99774
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	1,682.66	-99774
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	1,307.87	-99774
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	1,307.87	-99774
275	452200	Community Building	CW TECHNOLOGY GROUP INC	Quarterly Billing April-June 2	2,720.00	-99774
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Mar 22 Locates	14.58	-99773
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Mar 22 Locates	9.72	-99773
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling March	318.61	-99772
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Rd Reconditioning MSA P	234.50	-99771
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	2,349.18	-99770
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	1,501.94	-99770
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	118.18	-99770
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	96.01	-99770
101	431901	City Garage	MN POWER	4971 Lightning Dr	367.91	-99770
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	31.92	-99770
101	452100	Parks	MN POWER	7463700000 Little Leagues	18.56	-99770
101	452100	Parks	MN POWER	0606881181 Parks	186.56	-99770
601	494400	Water Administration and General	MN POWER	3623400000 Water	1,690.47	-99770

CITY OF HERMANTOWN, MN 04/16/2022-04/30/2022
Check # is between 68641 and 68696 or Check # is between -99780 and -99770

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	220.75	-99770
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	644.74	-99770
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	147.16	-99770
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	10,133.50	-99770
275	452200	Community Building	MN POWER	3481871314 EWC Garage	336.96	-99770
101	452200	Community Building	MN POWER	0606881181 Community Bldg	498.02	-99770
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	310.69	-99770
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	18.63	-99770
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	729.17	-99770
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	483.90	-99770
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	463.61	-99770
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	395.58	-99770
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	740.48	-99770
101	431100	Street Department	A W KUETTEL & SONS INC	Flat Bar for plow front	806.00	68641
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	Sanitary Sewer Inspections	2,086.25	68642
101	421100	Police Administration	BULLDOG COLLISION	Repair Body Work 2018 Intercep	1,367.19	68643
101	421100	Police Administration	BUREAU CRIMINAL APPREHENSION	CJDN Access Fee (BCA)	150.00	68644
603	441100	Storm Water	CAPITAL ONE TRADE CREDIT	Jetter Nozzles	259.98	68645
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	49.20	68646
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	49.20	68646
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	49.20	68646
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 03-28 thru 04-27	79.98	68647
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68648
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68648
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68648
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68648
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.76	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	45.75	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.76	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.76	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	52.56	68648
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68648
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68648

CITY OF HERMANTOWN, MN 04/16/2022-04/30/2022
Check # is between 68641 and 68696 or Check # is between -99780 and -99770

4/26/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	11.08	68648
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68648
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	11.08	68648
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	128.05	68648
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68648
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68648
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68648
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68648
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68648
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68648
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	122.44	68648
101	431100	Street Department	COMPASS MINERALS AMERICA	Road Salt	2,846.22	68649
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	68650
601	494400	Water Administration and General	CUSTOMER ELATION INC	3/15 - 4/11 Answering	29.01	68651
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	3/15 - 4/11 Answering	19.34	68651
101	419901	City Hall & Police Building Maintenance	DALCO	Cleaning Supplies	564.13	68652
101	421100	Police Administration	DSC COMMUNICATIONS	Remote Speaker Mic-PD	96.36	68653
101	431100	Street Department	DSC COMMUNICATIONS	Radio Tower 4971 Lighting	75.00	68653
101	421100	Police Administration	DULUTH NEWS-TRIBUNE	Newspaper PD 12 Months	298.88	68654
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring CH Apr 22-March 23	600.00	68655
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Repair Band	372.38	68656
101	424100	Building Inspection	FORUM COMMUNICATIONS	Certified Building Official Ad	916.50	68657
236	465300	Hermantown Wetland	GEI CONSULTANTS, INC.	Lindgren & Richard Rd Replacem	2,500.00	68658
402	431150	Street Improvements	GETHSEMANE COVENANT CHURCH	Permanent Easement-Ugstad Rd	4,825.00	68659
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change Squad 15	57.76	68660
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Lift Station Cleaning-Lt. 1	855.00	68661
101	431100	Street Department	H & L MESABI	Plow Blade Savers	2,125.00	68662
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hose Couplers Power Broom	82.12	68663
101	431100	Street Department	HERMANTOWN SERVICE CENTER INC	Repair Fuel Pump Modul-02 Che	725.10	68664
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Property Assessments	123.75	68665
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA Ross Peterson	41.25	68665
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	53.63	68665
101	421100	Police Administration	HOLIDAY COMPANIES	March Car Washes	20.00	68666
101	419901	City Hall & Police Building Maintenance	HUNT ELECTRIC CORPORATION	Lighting Retrofit-sample&test	773.50	68667
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Copy Paper/Canned Air	26.83	68668
101	419100	Community Development	INNOVATIVE OFFICE SOLUTIONS, LLC	Desk Sign - Tomassoni	22.93	68668
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	570.09	68669
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,320.27	68669

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,220.99	68669
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,014.64	68669
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,155.71	68669
101	431100	Street Department	KAMAN INDUSTRIAL TECHNOLOGIES	Bearing-Snow Blower	16.12	68670
101	421100	Police Administration	KOLAR	Vehicle Repair 2020 Tahoe	999.04	68671
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	383.84	68672
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,993.94	68672
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	383.00	68672
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	423.84	68672
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	425.22	68672
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	283.48	68672
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	Cylnd Rnt/Safe Env 02/20-03/20	47.94	68673
101	419901	City Hall & Police Building Maintenance	MENARD INC	Maintenance Supplies	38.49	68674
101	422903	Firehall #3 Midway Road	MENARD INC	Salt/Key Set	37.43	68674
101	431100	Street Department	MENARD INC	Bolts	3.16	68674
101	452100	Parks	MENARD INC	Garbage Bags for trail	24.96	68674
601	494300	Water Distribution	MENARD INC	Ice Melt-4786 M Thomas Rd Wate	66.11	68674
601	494300	Water Distribution	MENARD INC	Water Main Repair Tools	85.19	68674
101	431100	Street Department	MIDWEST MACHINERY CO, INC.	Warranty Extension on 6130 Tra	2,609.00	68675
101	452100	Parks	MN EQUIPMENT	Sweepster Broom	12,550.00	68676
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Sanitary License-Chris Durovec	45.00	68677
101	431100	Street Department	NAPA AUTO PARTS	Brake Pads - Old Service Trk	20.01	68678
101	431100	Street Department	NAPA AUTO PARTS	Brake Pads - Old Service Trk	87.01	68678
101	431100	Street Department	NAPA AUTO PARTS	Gas Filler Hose-Old Service Tr	61.77	68678
101	431100	Street Department	NAPA AUTO PARTS	Marker Light - H4	9.09	68678
251	421100	Police Administration	NEUMEN, LISA	Return Forfeited\$-ICR#20054963	780.00	68679
101	452100	Parks	NORTHERN DOOR & HARDWARE INC	Storeroom Lock-Soccer Bldg	92.00	68680
101	452100	Parks	NORTHERN DOOR & HARDWARE INC	Storeroom Lock-Soccer Bldg	92.00	68680
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Safety Lights-Trailer	294.75	68681
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Drill Bits/Washers	68.87	68682
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Plow Bolts	74.01	68682
245	465100	HEDA	NORTHSPAN GROUP INC	Business Grant Study ARPA	903.00	68683
245	465100	HEDA	NORTHSPAN GROUP INC	Business Grant Study ARPA	960.00	68683
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	April 2022 Internet	360.00	68684
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	April 2022 Internet	90.00	68684
101	416100	City Attorney	OVEROM LAW, PLLC	Tobacco Licensing	44.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Nuisance Ordinance	187.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Procedures	176.00	68685

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,900.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Soccer Field Use Agreement	22.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Safe Routes to School Grant Ma	44.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Lightning Strike Insurance Cla	88.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals and Adju	1,818.50	68685
101	416100	City Attorney	OVEROM LAW, PLLC	City Council Pay Increase	22.00	68685
101	416100	City Attorney	OVEROM LAW, PLLC	Appointment of City Councilor	143.00	68685
245	419100	Community Development	OVEROM LAW, PLLC	Comprehensive Plan - 2022	27.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Renaming of City Streets	190.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	A-Lign Properties Development	322.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	DTA Bus Stops	115.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Liechty Homes and Cabins Rezon	126.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	210.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	2022 Sign Ordinance Amendments	55.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Radar Road - Getchell Road - K	475.03	68685
101	419100	Community Development	OVEROM LAW, PLLC	Airport Zoning Ordinance Admin	22.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	P&R Apartments Proj (Aery)	546.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	294.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Zierden Okerstrom Road Develop	1,075.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	2,072.00	68685
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	286.00	68685
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	275.00	68685
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Use of Force	385.00	68685
101	421100	Police Administration	OVEROM LAW, PLLC	Body Camera Matters	1,976.00	68685
101	421100	Police Administration	OVEROM LAW, PLLC	2021 Alcoholic Beverage Code C	220.00	68685
230	465100	HEDA	OVEROM LAW, PLLC	2021 Recreation Facility	2,518.50	68685
230	465100	HEDA	OVEROM LAW, PLLC	Business Subsidy Matters	231.00	68685
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	462.00	68685
601	494300	Water Distribution	OVEROM LAW, PLLC	Water Meter Access at 3645 Hai	535.53	68685
601	494400	Water Administration and General	OVEROM LAW, PLLC	Sprint Lease Extension Matters	66.00	68685
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Sewer Availability Charge	154.00	68685
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard-Lindgren Power Easemnt	302.00	68685
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	44.00	68685
402	431150	Street Improvements	OVEROM LAW, PLLC	Ugstad Road Easement Acquisiti	88.00	68685
603	441100	Storm Water	OVEROM LAW, PLLC	Ugstad Road Culvert Project	154.00	68685
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Oppidan Development	2,136.50	68685
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	28.00	68685
251	421100	Police Administration	PODGORNIK, MIKE	Refund-\$ Claimed from Property	51.61	68686

CITY OF HERMANTOWN, MN 04/16/2022-04/30/2022
Check # is between 68641 and 68696 or Check # is between -99780 and -99770

4/26/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	SATHERS, LLC	Screened Material - Sand	464.80	68687
101	415300	Administration & Finance	ST CLOUD STATE UNIVERSITY	2022 MMCI	345.00	68688
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Nov & Dec 2021	998.16	68689
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Feb - March 202	783.24	68689
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Final Plat-Radar Run	46.00	68690
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	PUD -Pine View	46.00	68690
402	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	Easement-City to City-Ugsted R	46.00	68690
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws	29.10	68691
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	April 2022 Maintenance	237.85	68692
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	April 2022 Maintenance	70.35	68692
101	431100	Street Department	TELCOLOGIX	April 2022 Maintenance	16.75	68692
101	452200	Community Building	TELCOLOGIX	April 2022 Maintenance	10.05	68692
101	421100	Police Administration	TROY'S BP AMOCO INC	Brakes - SQD 19	765.79	68693
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	March 2022 Bill Print	509.02	68694
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	March 2022 Bill Print	509.03	68694
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	March 2022 Bill Print	509.03	68694
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Smoke Safety Glasses	83.13	68695
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	47,632.00	68696

Totals: 246 records printed

213,091.27

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



DATE: April 25, 2022

Meeting Date: 05/02/2022

SUBJECT: Hermantown Airport Zoning
Overlay Ordinance” or
“HAZOO”.

Agenda Item: 11-A

Ordinance: 2022-05

REQUESTED ACTION

Conduct a first reading on an ordinance establishing a Hermantown Airport Zoning Overlay Ordinance” or “HAZOO”.

BACKGROUND

The Joint Airport Zoning Board “JAZB”) for the Duluth International Airport (DIAP) created an airport overlay in 1988. The overlay relates to properties adjacent to runways 3 and 9 within the City with its purpose to protect the public health, safety, and for the promotion of the most appropriate use of land, in order to prevent the creation or establishment of Airport Hazards.

The 1988 ordinance implemented the requirements of state law.

The Joint Airport Zoning Board (JAZB), of which Hermantown is a member, has been discussing for a number of years its desire for a change in the law to allow each airport to create custom zoning for its airport. The state law was amended in 2019 and permits custom zoning for each airport to better integrate airport zoning with the local zoning and planning processes. Custom zoning also allows for increased flexibility for an airport to enact airport zones that are appropriately sized for the airport’s needs. After numerous discussions and revisions, the JAZB approved an airport zoning ordinance reflecting custom zoning in August 2021 and the MN DOT approved the JAZB Ordinance in October 2021.

The JAZB Airport Zoning Ordinance contemplated that each member community would adopt amendments to its Zoning Ordinance that incorporates the applicable provisions of the Airport Zoning Ordinance. The purpose and intent of the Hermantown Airport Zoning Overlay Ordinance” or “HAZOO” is to protect the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land and to prevent the creation or establishment of airport hazards for the citizens residing in the City of Hermantown.

Each local community is responsible for the enforcement of the JAZB Zoning Ordinance and the requirements of the overlay district. The JAZB Zoning Ordinance is not retroactive to existing uses.

The JAZB Airport Zoning Ordinance restricts those uses which may be hazardous to the operational safety of aircraft operating to and from the DIAP, and, to limit population and building density in the runway approach areas.

A public hearing for this application was held by the Hermantown Planning commission on Tuesday, April 12, 2022. Prior to the meeting, staff had three phone calls regarding the ordinance. At the meeting, three members of the public asked questions which pertained to use of their property and potential changes to property values. Planning Commission members asked questions regarding the ability to repurpose a property in Zone 2.5; the ability to rebuild a structure in Zones 2 or 2.5 should they be damaged and what ramifications there were if the City did not adopt the ordinance. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

Hermantown recognizes the importance of a regional airport to our community. In the interest of protecting the public health, safety and general welfare of our residents, the City is proposing to enact an airport zoning overlay as the Hermantown Airport Zoning Overlay Ordinance” or “HAZOO”.

Certain properties within the City of Hermantown are subject to the requirements of the JAZB Airport Zoning Ordinance as they fall within one of 4 safety zones associated with runways 3 and 9. The 4 safety zones and their restrictions as well as other applicable provisions/sections of the JAZB Airport Zoning Ordinance are included in the HAZOO.

Safety Zone 1 (formerly A): prohibits buildings, temporary structures and is generally utilized as open space, agricultural uses or parking.

Safety Zone 2 (formerly B): Prohibits of building and structures where groups of people can congregate. Some specific uses include:

- Churches
- restaurants
- movie theaters
- banquet halls,
- stadiums
- schools
- hospitals
- hotel/motels

In addition to these uses, each use shall not create, attract, or bring together a site population in excess of 20 persons per acre during the same time period; and each site must be a minimum of 2.5 acres in size.

Safety Zone 2.5: Prohibits the following uses:

- Childcare or daycare centers;
- State licensed residential care facilities and housing with service establishments serving 7 or more persons;
- State licensed adult daycare facility serving 13 or more persons;
- State licensed group family daycare facility serving 13 or more children;
- Public or private school.
- Public or private Hospital

Safety Zone 3 (formerly C): prohibits the construction of structures with an elevational height greater than 150 feet above the highest point of the usable runway area. This safety zone extends 1 to 1.5 miles out from the airport and is the largest safety zone in the City.

The cities of Hermantown and Rice Lake are requiring that the city of Duluth indemnify them against takings claims or damage claims that result from the adoption of airport zoning under local ordinances. The reason for this is that these regulations relation to the existence of the airport which is owned by Duluth.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Proposed City of Hermantown Airport Zoning Overlay Ordinance
- Recorded Duluth International Airport Zoning Ordinance



Office of the County Recorder
St. Louis County, Minnesota
Recorded on 10/15/2021
at 11:06AM

Document No. 01427462

Wendy Levitt
County Recorder

By B Goodreau Deputy
AFR 393238

Auditor

Recording Fee: \$46.00
Well Certificate Fee: \$0.00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

Notes:

DULUTH INTERNATIONAL AIRPORT

ZONING ORDINANCE

1427462

CREATED BY THE DULUTH INTERNATIONAL AIRPORT

JOINT ZONING BOARD

Formed by and Comprised of:

CITY OF DULUTH

CITY OF HERMANTOWN

TOWNSHIP OF CANOSIA

CITY OF RICE LAKE

ST. LOUIS COUNTY

EFFECTIVE DATE: October 6, 2021

THIS ORDINANCE AMENDS AND ENTIRELY REPLACES

DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE dated June 18, 1988,

recorded in the Office of the St. Louis, Minnesota, County Recorder as

Document No. 0456132

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DULUTH INTERNATIONAL AIRPORT
ZONING ORDINANCE

1427462

CREATED BY THE

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

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

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

SECTION 1: PURPOSE AND AUTHORITY

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

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

SECTION 2: SHORT TITLE

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

SECTION 3: DEFINITIONS

1427462

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

Abandoned Structure – a Non-Conforming Structure that has not been legally occupied or used for any commercial or residential purpose for at least one consecutive year as determined by the Local Airport Zoning Administrator.

Abandoned Use – a Non-Conforming Use that has ceased to have been actively conducted for at least one (1) consecutive year as determined by the Local Airport Zoning Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conical Zone - all that land which lies directly under an imaginary conical surface extending upward and outward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of approximately 4,000 feet from the end of Runway 9-27 and Runway 3-21 as measured radially outward from the periphery of the horizontal surface; whose location and dimensions are indicated on the Airport Zoning Map

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

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

Duluth Airport Authority (“DAA”) – A political subdivision of the State of Minnesota established pursuant to Minnesota Laws of 1969, Chapter 577 for the purpose of controlling and managing City of Duluth airport facilities. DAA has the exclusive power to receive, control, and order the expenditure of any and all moneys and funds in the control and management of the City of Duluth airport facilities.

Duluth International Airport Joint Airport Zoning Board (“JAZB”) – The joint airport zoning board established pursuant to the authority conferred by Minnesota Statutes Sections 360.061-

360.074 comprised of appointed representatives of the St. Louis County, City of Duluth, City of Hermantown, Canosia Township, and the City of Rice Lake.

Entities or, individually, Entity – mean the Cities of Hermantown, Duluth, Rice Lake, Canosia Township and County of St. Louis, Minnesota.

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

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

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

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

Group A Use – means assembly, churches, restaurants, movie theaters, banquet halls, bars, art galleries, casinos, bowling alleys, dance halls, funeral parlors, gymnasiums, indoor pools/tennis courts, lecture halls, museums, arenas, skating rinks, bleachers, grandstands, stadiums as described in the 2018 International Building Code, as may be revised from time to time.

Group E Use – means education use of a building by six or more at any one time for educational purposes through twelfth grade, daycare facilities for more than five children older than two and one-half years old for fewer than twenty-four hours per day as described in the 2018 International Building Code, as may be revised from time to time.

Group I-2 Use – means buildings used for medical care on a twenty-four hour basis for more than five persons who are incapable of self-preservation. Examples include detoxification, foster care, hospital, nursing homes and other supervised living facilities as described in the 2018 International Building Code, as may be revised from time to time.

Group R-1 Use – means residential occupancies containing sleeping units where occupants are primarily transient. Examples include B&Bs with more than six guest rooms, boarding homes with more than ten occupants, and congregate living with more than ten units, and hotels/motels as described in the 2018 International Building Code, as may be revised from time to time.

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

Height of Building - the vertical distance measured from the highest ground elevation adjoining the front wall of the building to the highest point of the building

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

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

Hospital - an institution that is built, staffed, and equipped for the diagnosis of disease; for the medical and surgical treatment of in-patients whether they be sick or injured and for their overnight housing during this process. Hospital services include the care and treatment of non-ambulatory patients, intensive care units and acute care services. Outpatient surgery and other treatment centers where overnight stays are provided are not hospitals for the purposes of this definition.

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

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

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

Local Airport Zoning Administrator - the person or position designated in the Local Airport Zoning Ordinance to administer and enforce the Local Airport Zoning Ordinance within their political subdivision

Local Airport Zoning Ordinance – means the ordinances as adopted by the City of Hermantown, City of Rice Lake, City of Duluth, Canosia Township, and St. Louis County and codified as a zoning ordinance of that political subdivision.

Material Change in Use – means that there is a change in the purposes for which the circumstances in which a building or property is used.

Material Expansion – means an increase in the floor or building coverage area or volume of an existing building.

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

Non-Conforming Lot - a lot of record created prior to the Effective Date of this Ordinance that does not conform to the requirements of this Ordinance.

Non-Conforming Structure - any structure constructed, converted or adopted for a use prior to the Effective Date of this Ordinance that does not conform to the requirements of this Ordinance.

Non-Conforming Use - any use of a structure or land or arrangement of land and structures existing prior to the Effective Date of this Ordinance that does not conform to the requirements of this Ordinance.

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

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

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

Permit- type of written authorization that must be granted by a government or other regulatory body before any activity regulated by the Local Airport Zoning Ordinance can legally occur.

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

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

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

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

Primary Zone -All that land which approximately lies directly under an imaginary primary surface longitudinally centered on a runway and extending 200 feet beyond each end of Runways 9-27 and 3-21. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline; whose location and dimensions are indicated on the Airport Zoning Map

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

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

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

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

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

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

Safety Zone - The land use safety zones (Zones 1, 2 and 3) established by this Ordinance further illustrated in the Airport Zoning Map. *See also* Airport Safety Zone.

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

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

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

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

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

of the assessed market value of the structure as determined by the St Louis County Assessor before the damage occurred.

Substantially Damaged Structure – means a Non-Conforming Structure that has sustained Substantial Damage.

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

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

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

Variance – Any modification or variation of application of this Ordinance to a real property structure or use approved in writing by the BOA.

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

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

SECTION 4: AIRSPACE OBSTRUCTION ZONING

- A. **BOUNDARY LIMITATION:** The airspace obstruction height zoning restrictions set forth in this section shall apply for a distance not to exceed one-and-one-half (1.5) miles beyond the perimeter of the Airport boundary; said boundary location and dimensions are indicated on the Airport Zoning Map.
- B. **AIRSPACE ZONES:** Airspace Zones are established to regulate and protect aircraft from navigational hazards during landings and departures. In order to carry out the purposes of this Ordinance, the following Imaginary Airspace Zones are hereby established: Primary Zone, Horizontal Zone, Conical Zone, Approach Zone, Precision Instrument Approach Zone, and Transitional Zone, all whose locations and dimensions are indicated on the Airport Zoning Map.
- C. **HEIGHT RESTRICTIONS:** Except as otherwise provided in the Ordinance, or except as necessary and incidental to airport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow so as to project above any of the Imaginary Airspace surfaces described in this Section 4(B). Where an area is covered by more than one height limitation, the more restrictive limitations shall prevail.

SECTION 5: LAND USE SAFETY ZONING

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

- A. **SAFETY ZONE 1:** All land designated as Safety Zone 1 on the Airport Zoning Map and as legally described in Exhibit B.
- B. **SAFETY ZONE 2:** All land designated as Safety Zone 2 on the Airport Zoning Map and legally described in Exhibit B.
- C. **SAFETY ZONE 2.5:** All land designated as Safety Zone 2.5 on the Airport Zoning Map and legally described in Exhibit B.
- D. **SAFETY ZONE 3:** All land designated as Safety Zone 3 on the Airport Zoning Map and legally described in Exhibit B.
- E. **BOUNDARY LIMITATIONS:** The land use zoning restrictions set forth in this Section 5 shall apply for a distance not to exceed one mile beyond the perimeter of the airport boundary and in the portion of an Airport Hazard Area under the approach zone for a distance not exceeding one and one-half (1½) miles from the airport boundary; said land use zoning boundary location and dimensions are indicated on the Airport Zoning Map.

F. **USE RESTRICTIONS**

In order to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Duluth International Airport, and furthermore to limit population and building density in the runway approach areas, thereby creating sufficient open space so as to protect life and property in case of accident, the following use restrictions are applied to the land use Safety Zones:

1. **ALL SAFETY ZONES:** No use shall be made of any land in any of the Safety Zones which creates or causes interference with the operation of radio or electronic facilities on the airport or with radio or electronic communications between the airport and aircraft, makes it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.
2. **SAFETY ZONE 1:** Areas designated as Safety Zone 1 shall contain no buildings, temporary structures, exposed transmission lines, or other similar above-ground land use structural hazards, and shall be restricted to those

uses which will not create, attract, or bring together an assembly of persons thereon. Permitted uses may include Agricultural Use, Resource Extraction Use, horticulture, animal husbandry, raising of livestock, wildlife habitat, light outdoor recreation (non-spectator), cemeteries, and automobile parking.

3. **SAFETY ZONE 2:**

3.1 Specific Prohibited Uses. The following classifications of building and structures as to use and occupancy are prohibited in Safety Zone 2:

3.1.1 Group A Uses;

3.1.2 Group E Uses;

3.1.3 Group 1-2 Uses; and

3.1.4 Group R-1 Uses.

3.2 Density Limitation. Other uses not specifically prohibited by Section 3.1 must be on a site whose area is at least two and one-half (2.5) acres. Each use shall not create, attract, or bring together a site population in excess of 20 persons per acre during the same time period; density as calculated pursuant to the 2020 Minnesota State Building Code, or its successor.

4. **SAFETY ZONE 2.5:**

4.1 Specific Prohibited Uses. The following classifications of building and structures as to use and occupancy are prohibited in Safety Zone 2.5;

4.1.1 Childcare or daycare centers;

4.1.2 State licensed residential care facilities and housing with service establishments serving 7 or more persons;

4.1.3 State licensed adult daycare facility serving 13 or more persons;

4.1.4 State licensed group family daycare facility serving 13 or more children;

4.1.5 Public or private school.

4.1.6 Public or private Hospital.

5. **SAFETY ZONE 3:** Areas designated as Safety Zone 3 are only subject to the restrictions set forth in this Section 5(E)(1).

SECTION 6: AIRPORT ZONING MAP

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

SECTION 7: EXISTING USES AND STRUCTURES AS OF ENACTMENT

- A. **THIS ORDINANCE AND ANY LOCAL AIRPORT ZONING ORDINANCE NOT RETROACTIVE:** The regulations prescribed by this Ordinance and any Local Airport Zoning Ordinance shall not be construed to require the removal, lowering, or other changes or alteration of any existing use, lot, structure, or tree or otherwise interfere with the continuance of any such use or Structure, or tree after the Effective Date (Section 21 – EFFECTIVE DATE) of this Ordinance.
- B. **ACQUISITION IN SAFETY ZONES:** The Airport is an essential public facility. The DAA or City of Duluth may acquire land at their own expense for the purposes of preventing and/or reducing Airport Hazards and Aircraft Accidents.

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

- A. **PERMIT STANDARDS.** Permit applications shall be made in the manner and on the form established by the Local Airport Zoning Administrator pursuant to their applicable Local Airport Zoning Ordinance. Each Permit application shall indicate the purpose for which the Permit is desired, with sufficient information with respect to the proposed project to allow a determination as to whether it conforms to the applicable Local Airport Zoning Ordinance. If such determination is in the affirmative, the Permit shall be granted. Copies of applications for permits shall be provided to the DAA.
- B. **PERMIT REQUIRED.** The following structures or uses shall not be allowed in a Safety Zone 2 unless a Permit has first been submitted to and granted by the Local Airport Zoning Administrator for that jurisdiction:
1. Material expansion of an Existing Structure or Use. Permit required.
 2. New structures or uses. Permit required.
 3. Abandoned Non-Conforming Structure. Permit required for structure to be re-used, rebuilt or replaced.
 4. Substantially Damaged Non-Conforming Structure. Permit required to rebuild, repair, or replace.
 5. Material Change in Non-Conforming Use. Permit required before material change in use may occur.
- C. **ORDER TO REMOVE USE, STRUCTURE, OR TREE.** Whether application is made for a Permit under this subdivision or not, the Local Airport Zoning Administrator may by appropriate action compel the owner of any Structure, use, or tree, at the owner's expense, to lower, remove, reconstruct, or equip the object as may be necessary to conform to the regulations of the applicable Local Airport Zoning Ordinance. If the owner of the Structure, use, or tree neglects or refuses to comply with the order for ten days after notice of the order, the Local Airport Zoning Administrator may take whatever lawful actions they deem necessary and appropriate to obtain compliance with the provisions of the applicable Local Airport Zoning Ordinance.

SECTION 9: VARIANCES

- A. **APPLICATION.** Any person desiring to erect or increase the height of any Structure, permit the growth of any tree, or use property in a way prohibited by the applicable

Local Airport Zoning Ordinance may apply to both the Local Airport Zoning Administrator and the BOA for a Variance from such regulations. Variance applications shall be made in the manner and on the form established by the Local Airport Zoning Administrator. The Local Zoning Administrator may also establish, collect, and retain a Variance application fee. Variance applications shall be delivered to the Local Airport Zoning Administrator, who shall then deliver the Variance application to the BOA and DAA. The Variance applications may only be made after the Local Airport Zoning Administrator determines that a Variance is required. Copies of Variance applications shall be provided to the DAA.

- B. FAILURE OF BOARD TO ACT ON VARIANCE.** This Section 9B is intended to implement the provisions of Minnesota Statutes § 360.063, Subd. 6a and § 360.067, Subd. 2. If a person submits a complete application for a Variance by certified mail to both the Local Airport Zoning Administrator and the BOA, and they both fail to grant or deny the Variance within four (4) months after receipt of the application, the Variance shall be deemed to be granted by the BOA, unless the BOA has made its decision within a longer time period authorized in writing by applicant. When the Variance is granted by reason of the failure of the BOA to act on the Variance, the person receiving the Variance shall notify the BOA and the Commissioner, in writing by certified mail, that the Variance has been granted. The applicant shall include a copy of the original Permit and Variance applications with the notice. The Variance shall be effective sixty (60) days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statutes Section 360.063, Subdivision 6(a).
- C. VARIANCE STANDARDS.** The provisions of Minnesota Statutes § 360.067, Subd. 2 shall be applicable to an application for a Variance. Variances shall only be granted where it is duly found by the BOA that a literal application or enforcement of the regulations would result in practical difficulty, or undue hardship, and the relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of the applicable Local Airport Zoning Ordinance provided any Variance so allowed may be subject to any reasonable conditions that the JAZB or Commissioner may deem necessary to effectuate the purpose of the applicable Local Airport Zoning Ordinance.

SECTION 10: HAZARD MARKING AND LIGHTING

The Local Airport Zoning Administrator or the BOA may condition any Permit or Variance granted so as to require the owner of the Structure or tree or use in question at their own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an Airport Hazards.

SECTION 11: LOCAL AIRPORT ZONING ADMINISTRATOR

It shall be the duty of the Local Airport Zoning Administrator to enforce the regulations prescribed by the applicable Local Airport Zoning Ordinance. Regulations prescribed by the applicable Local Airport Zoning Ordinance for which a Permit is not required to be obtained under the Local Airport Zoning Ordinance shall be enforced and administered as determined by the Local Airport Zoning Administrator. Permit applications shall be made to the Local Airport Zoning Administrator for that jurisdiction. Copies of Permit applications shall be provided to the DAA. Permit applications shall be promptly considered and granted or denied pursuant to the regulations by the applicable Local Airport Zoning Ordinance. Variance applications shall

be made to both the Local Airport Zoning Administrator for that Jurisdiction and the BOA. Copies of Variance applications shall be provided to the DAA.

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

A. Establishment: The Board of Adjustment ("BOA") shall consist of five members, one member each appointed by:

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

Each member shall serve for a term of three years and until their successor is duly appointed and qualified. In the event of a vacancy, the vacancy for the unexpired term shall be filled in the same manner as the appointment was originally made. BOA members may be removed by the Entity which appointed such member at any time, with or without cause. JAZB members may also serve on the BOA.

B. Powers: The BOA shall have and exercise the following powers:

- (1) to hear and decide appeals from any order, requirement, decision, or determination made by the Local Airport Zoning Administrator in the enforcement of the Local Airport Zoning Ordinance;
- (2) to hear and decide any special exceptions to the terms of the Local Airport Zoning Ordinance upon which the BOA may be required to pass under such Local Airport Zoning Ordinance; and
- (3) to hear and decide Variances.

C. Majority Vote: The concurring vote of a majority of the members of the BOA shall be sufficient for any action or any order, requirement, decision, or determination of the Local Airport Zoning Administrator, or to make a decision on any matter upon which it is required to pass under the Local Airport Zoning Ordinance or to make a decision on a Variance.

D. Rules and Procedures: The BOA shall adopt rules in accordance with the provisions of this Ordinance. Upon their appointment the BOA members shall select a chair to act at the pleasure of the BOA. Meetings of the BOA shall be held at the call of the chair and at such other times as the BOA may determine. The chair, or if absent, the acting chair, may administer oaths and compel the attendance of witnesses. All hearings of the BOA shall be public. The BOA shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the BOA and shall be a public record.

SECTION 13: APPEALS

A. Who May Appeal:

Any Person directly affected by any decision of the Local Airport Zoning Administrator in connection with the administration of a Local Airport Zoning Ordinance may appeal that decision to the BOA. Such appeals may also be made by any governing body of the Entities.

B. Procedure:

All appeals hereunder must be commenced in writing within 10 business days of the issuance in writing of the decision by the Local Airport Zoning Administrator, by filing with the Local Airport Zoning Administrator and the BOA a notice of appeal specifying the grounds thereof and the applicable appeal filing and hearing fee set by the BOA. The Local Airport Zoning Administrator shall forthwith transmit to the BOA all data constituting the record upon which the action appealed from was taken. Copies of the data shall also be provided to the DAA.

C. Stay of Proceedings:

An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Local Airport Zoning Administrator certifies to the BOA, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate finds that a stay would, in their opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the BOA on written notice to the Local Airport Zoning Administrator and on due cause shown.

D. Hearing:

The BOA shall fix a time for hearing appeals, and then give public notice to the Entities and the DAA, and written notice by mail to the appellant. At the hearing, any party may appear in person or by agent or by attorney.

E. Decisions:

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

SECTION 14: JUDICIAL REVIEW

All decisions of the BOA are final. Any party aggrieved by a decision of the BOA may appeal as authorized by Minnesota law provided that such appeal is made within thirty (30) days of the date of the decision of the BOA.

SECTION 15: PENALTIES

- A. **CRIMINAL.** Every person who shall construct, establish, substantially change, alter or repair any existing structure or use, or permit the growth of any tree without having complied with the provision of this Ordinance or who, having been granted a Permit or Variance under the provisions of this Ordinance, shall construct, establish, substantially change or substantially alter or repair any existing growth or

structure or permit the growth of any tree, except as permitted by such Permit or Variance, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000 or imprisonment for not more than 90 days or by both. Each day a violation continues to exist shall constitute a separate offense.

- B. CIVIL. In addition, a Local Airport Zoning Administrator or the DAA may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of the Local Airport Zoning Ordinance, or of any order or ruling made in connection with their administration or enforcement of this Ordinance, and the court shall adjudge to the plaintiff such relief, by way of injunction (which may be mandatory) or otherwise, as may be proper under all the facts and circumstances of the case.

SECTION 16: EXEMPTIONS – LAND USED FOR AERONAUTICAL PURPOSES

The restrictions of this Ordinance or any Local Airport Zoning Ordinance shall not control the use of land or the height of structures on land owned by the City of Duluth, the State of Minnesota, the Duluth Airport Authority, or the United States of America and used by the Duluth Airport Authority exclusively for aeronautical purposes.

SECTION 17: CONFLICTS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area including but not limited to the Local Airport Zoning Ordinance, whether the conflict be with respect to the height of Structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

SECTION 18: SEVERABILITY

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

SECTION 19: ADMINISTRATION

- A. Meetings and hearings of the JAZB and BOA shall be held at the Duluth International Airport.
- B. JAZB and BOA shall be supported administratively by the staff of the Duluth Airport Authority and Duluth City Attorney's Office.
- C. The BOA shall be supported by the staff and legal counsel provided by the Entity in whose jurisdiction the property affected by the Variance is located with respect to the requested Variance.
- D. The BOA shall be supported administratively by the staff of the Duluth Airport Authority and legal counsel provided by the Duluth Airport Authority in connection with any judicial review of any actions of the BOA pursuant to Section 14 hereof.

E. The DAA shall provide reasonable technical advice and assistance to Local Zoning Administrators with respect to the administration and enforcement of a Local Zoning Ordinance upon request by a Local Zoning Administrator.

SECTION 20: LOCAL AIRPORT ZONING ORDINANCE


Each of the Entities shall consider the adoption of amendments to its comprehensive plan and thereafter amendments to the zoning for its jurisdiction that incorporate the applicable provisions of this Ordinance. Any such amendments to Entities' zoning shall become effective only after this Ordinance has been approved by the Commissioner.

SECTION 21: EFFECTIVE DATE

This Ordinance shall take effect upon recordation in the St. Louis County Recorder's Office, which shall occur after approval of the Ordinance by the Commissioner. Copies thereof shall be filed with the State of Minnesota Commissioner of Transportation, Division of Aeronautics, and the Entities.

Passed and adopted by the Duluth International Joint Airport Zoning Board ("JAZB") on October 6, 2021 after public hearing by the JAZB, and after approval by the Commissioner on September 24, 2021.

DULUTH INTERNATIONAL AIRPORT JOINT ZONING BOARD



Kevin Connick
JAZB Chairperson


ATTEST:



Mary Ann Wittkop
JAZB Secretary

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

The foregoing instrument was acknowledged before me this 6th day of October, 2021 by Kevin Connick and Mary Ann Wittkop, the Chairperson and Secretary of the Duluth International Airport Joint Airport Zoning Board.


Notary's Signature

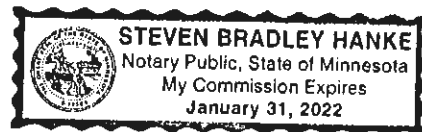


EXHIBIT A-SAFETY ZONE LEGAL DESCRIPTIONS

1427462

Safety Zone 1 of East End of Runway 9-27

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

Commencing at the northwest corner of the Southwest Quarter of said Section 6; thence on an assumed bearing of South 00 degrees 49 minutes 13 seconds East, along the west line of said Southwest Quarter, a distance of 935.43 feet to the intersection with the easterly extension of the centerline of Runway 9-27; thence South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 204.53 feet to the east end of the proposed runway 9-27; thence continuing South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 83 degrees 04 minutes 25 seconds East a distance of 4180.09 feet to the intersection with the north line of the Northeast Quarter of the Southeast Quarter of said Section 6; thence North 89 degrees 17 minutes 03 seconds East, along last described north line, a distance of 705.98 feet to the westerly right of way line of Rice Lake Road; thence southerly, along last described right of way line, a distance of 2280.58 feet to the east line of the North Half of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 6; thence South 01 degree 03 minutes 54 seconds East, along last described east line, a distance of 39.99 feet to the south line of said North Half of the South Half of the Southeast Quarter of the Southeast Quarter; thence South 89 degrees 00 minutes 30 seconds West, along last described south line, a distance of 457.54 feet to the intersection with a line bearing South 79 degrees 51 minutes 54 seconds East from said point of beginning; thence North 79 degrees 51 minutes 54 seconds West a distance of 4590.59 feet to said point of beginning.

Safety Zone 2 of East End of Runway 9-27

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

Commencing at the northwest corner of the Southwest Quarter of said Section 6; thence on an assumed bearing of South 00 degrees 49 minutes 13 seconds East, along the west line of said Southwest Quarter, a distance of 935.43 feet to the intersection with the easterly extension of the centerline of Runway 9-27; thence South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 204.53 feet to the east end of the proposed runway 9-27; thence continuing South 88 degrees 23 minutes 44 seconds East, along last described easterly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 83 degrees 04 minutes 25 seconds East a distance of 4180.09 feet to a point on the north line of the Northeast Quarter of the Southeast Quarter of said Section 6 said point being the actual point of beginning of Zone 2; thence North 89 degrees 17 minutes 03 seconds East, along last

described north line, a distance of 705.98 feet to the westerly right of way line of Rice Lake Road; thence southerly, along last described right of way line, a distance of 2280.58 feet to the east line of the North Half of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 6; thence South 01 degree 03 minutes 54 seconds East, along last described east line, a distance of 39.99 feet to the south line of said North Half of the South Half of the Southeast Quarter of the Southeast Quarter; thence South 89 degrees 00 minutes 30 seconds West, along last described south line, a distance of 457.54 feet to the intersection with a line bearing South 79 degrees 51 minutes 54 seconds East from said Point "A"; thence South 79 degrees 51 minutes 54 seconds East a distance of 4368.29 feet; thence North 00 degrees 07 minutes 11 seconds West a distance of 3643.14 feet to the intersection with a line bearing North 83 degrees 04 minutes 25 seconds East from said point of beginning; thence South 83 degrees 04 minutes 25 seconds West a distance of 4667.96 feet to said point of beginning.

Safety Zone 1 of North End of Runway 3-21

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

Commencing at the southwest corner of the Southwest Quarter of said Section 31; thence on an assumed bearing of North 89 degrees 22 minutes 07 seconds East, along the south line of said Southwest Quarter, a distance of 56.31 feet to the intersection with the northeasterly extension of the centerline of Runway 3-21; thence North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 1458.40 feet to the end of the proposed extension of Runway 3-21; thence continuing North 30 degrees 52 minutes 18 seconds East, along last described northeasterly extension, a distance of 200.00 feet; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence North 22 degrees 20 minutes 27 seconds East a distance of 3933.06 feet to the intersection with the north line of the Northeast Quarter of the Northwest Quarter of said Section 31; thence North 89 degrees 06 minutes 56 seconds East, along last described north line, a distance of 470.64 feet to the west line of the East 200.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 40 minutes 03 seconds East, along last described west line, a distance of 1323.05 feet to the south line of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 08 minutes 06 seconds East, along last described south line, a distance of 200.00 feet to the southeast corner of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 08 minutes 19 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter of said Section 31, a distance of 990.90 feet to the west line of the East Half of the East Half of said Northwest Quarter of the Northeast Quarter; thence North 00 degrees 40 minutes 13 seconds West, along last described west line, a distance of 1323.39 feet to the north line of said Northeast Quarter of Section 31; thence North 89 degrees 07 minutes 22 seconds East, along last described north line, a distance of 990.84 feet to the east line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence South 00 degrees 40 minutes 22 seconds East, along last described east line, a distance of 185.61 feet to the intersection with a line bearing North 39 degrees 24 minutes 09 seconds East from said point

of beginning; thence South 39 degrees 24 minutes 09 seconds West a distance of 5184.44 feet to said point of beginning.

Safety Zone 2.5 of North End of Runway 3-21

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter, Section 30 and the West Three Quarters of the Northwest Quarter of the Northeast Quarter and the East 200.00 feet of the Northeast Quarter of the Northwest Quarter, Section 31, all located in Township 51, Range 14, St. Louis County, Minnesota.

Safety Zone 1 of West End of Runway 9-27

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

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to the intersection with the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1437.77 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said point of beginning; thence North 83 degrees 04 minutes 25 seconds East a distance of 4311.30 feet to said point of beginning.

Safety Zone 2 of West End of Runway 9-27

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

Commencing at the northeast corner of the Southeast Quarter of Section 3 of said Township 50; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end

of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to a point on the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4 said point being the actual point of beginning of Zone 2; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1325.00 feet to the north line of the Southeast Quarter of the Southeast Quarter of said Section 4; thence South 89 degrees 14 minutes 37 seconds West, along last said north line, a distance of 1304.68 feet to the northwest corner of said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 13 minutes 11 seconds East, along the west line of said Southeast Quarter of the Southeast Quarter, a distance of 253.87 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said Point "A"; thence South 83 degrees 04 minutes 25 seconds West a distance of 3932.53 feet; thence North 00 degrees 07 minutes 11 seconds West a distance of 3854.41 feet to the intersection with a line bearing North 79 degrees 51 minutes 54 seconds West from said point of beginning; thence South 79 degrees 51 minutes 54 seconds East a distance of 4576.98 feet to said point of beginning.

Safety Zone 1 of South End of Runway 3-21

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

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southwesterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to the intersection with the northeasterly right of way line of Miller Trunk Highway; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of

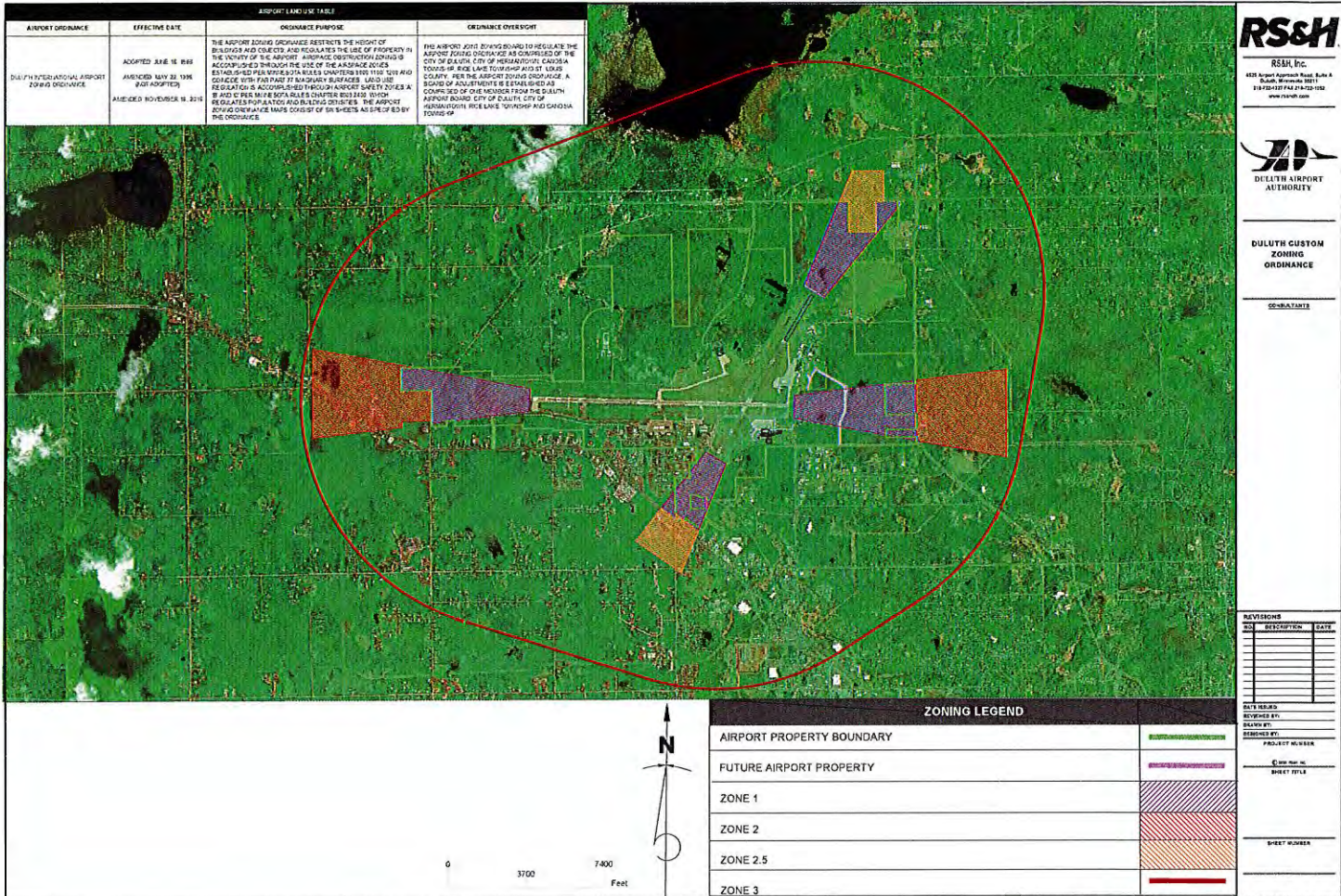
347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said point of beginning; thence North 23 degrees 51 minutes 10 seconds East a distance of 2989.06 feet to said point of beginning.

Safety Zone 2.5 of South End of Runway 3-21

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

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southwesterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to a point on the northeasterly right of way line of Miller Trunk Highway said point being the actual point of beginning of Zone 2.5; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of 347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said Point "A"; thence South 23 degrees 51 minutes 10 seconds West a distance of 2068.80 feet; thence North 55 degrees 45 minutes 40 seconds West a distance of 2232.99 feet to the intersection with a line bearing South 37 degrees 59 minutes 48 seconds West from said point of beginning; thence North 37 degrees 59 minutes 48 seconds East a distance of 1822.30 feet to said point of beginning.

EXHIBIT B – AIRPORT ZONING MAPS



RSS&H
 RSS&H Inc.
 4525 Airport Approach Road, Suite 4
 Duluth, Minnesota 55812
 719.724.4141 Fax 719.724.1542
 www.rssandh.com



DULUTH CUSTOM ZONING ORDINANCE

CONTRACT #

NO.	DESCRIPTION	DATE

DATE REVISIONS
 REVIEWED BY:
 DRAWN BY:
 CHECKED BY:
 PROJECT NUMBER

DATE REVISIONS
 SHEET TITLE

SHEET NUMBER

Printing: 11/26/2014 10:48:33 AM Scale: 1:10000 Plot No. 1427462.dwg Date: 11/26/2014 10:48:33 AM

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

IN THE MATTER OF:

Docket No. 61
Order No. 638

The approval of zoning regulations for
the Duluth International Airport

**FINDINGS, CONCLUSIONS AND
ORDER**

FINDINGS

1. The Joint Airport Zoning Board of the Duluth International Airport has drafted the "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record including a detailed analysis that explains how the proposed custom airport zoning regulations addressed the factors listed in Minnesota Statutes, Section 360.0656, Subd. 1 to provide a reasonable level of safety.
2. The Joint Airport Zoning Board of the Duluth International Airport provided notice to the commissioner of their intention to establish and adopt a custom airport zoning ordinance under the regulations of Minnesota Statutes, Section 360.0656.
3. A public hearing on the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was held on September 24, 2020 giving parties in interest and citizens an opportunity to be heard. Notice of this hearing was published three times during the period between 15 days and 5 days before the hearing in an official newspaper, a second newspaper of wide circulation in the area affected by the proposed regulations and on the Joint Airport Zoning Board's website. No notices were published in the legal section of either newspaper.
4. Notice was sent by mail at least 10 days before the hearing to persons and landowners where the location or size of a building, or density of population, will be regulated, and to persons or municipalities that had previously requested such notice.
5. A copy of the notice and a list of the owners and addresses to which the notice was sent was attested to by the responsible person and made a part of the records of the proceedings.
6. The Joint Airport Zoning Board of the Duluth International Airport submitted the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record to the commissioner for review on November 10, 2020.
7. The commissioner examined the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and, within 90 days of receipt of the proposed regulations, objected on the grounds that the proposed regulations did not provide a reasonable level of safety.

8. The Joint Airport Zoning Board of the Duluth International Airport responded to the objections of the commissioner and submitted a revised "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record to the commissioner for review on August 11, 2021.
9. A second public hearing on the revised "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was held on July 21, 2021 giving parties in interest and citizens an opportunity to be heard. Notice of this hearing was published three times during the period between 15 days and 5 days before the hearing in an official newspaper, a second newspaper of wide circulation in the area affected by the proposed regulations and on the Joint Airport Zoning Board's website. No notices were published in the legal section of either newspaper.
10. Notice was sent by mail at least 10 days before the hearing to persons and landowners where the location or size of a building, or density of population, will be regulated, and to persons or municipalities that had previously requested such notice.
11. A copy of the notice and a list of the owners and addresses to which the notice was sent was attested to by the responsible person and made a part of the records of the proceedings.
12. The proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was made available for public inspection on the Duluth International Airport website from July 6, 2021 to the date of the hearing.

CONCLUSIONS

1. Adoption of the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" is necessary for both the operation of the Airport and the safety of both the public frequenting that airport and the occupants of land in its vicinity.
2. The proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record evaluate the criteria under 360.0656, Subd. 1 and provide a reasonable level of safety.
3. A bona fide effort to comply with the requirements of Minnesota Statutes, Section 360.065, Subd. 1, was made prior to the approval of the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE".

Based upon the foregoing Findings and Conclusions, the substantial evidence contained in the record, and the applicable law, the Director of the Office of Aeronautics of the Department of Transportation of the State of Minnesota, issues the following:

ORDER

The proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" is hereby approved.

**BY ORDER OF THE DIRECTOR OF THE
OFFICE OF AERONAUTICS OF THE DEPARTMENT OF TRANSPORTATION
OF THE STATE OF MINNESOTA**

Cassandra
Isackson

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Isackson
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-05'00'

Cassandra Isackson
Director Office of Aeronautics
Minnesota Department of Transportation

DATE: _____

Ordinance No. 2022-05

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE ESTABLISHING AIRPORT ZONING
OVERLAY SAFETY ZONES AND ADOPTING REGULATIONS**

Section 1. **Purpose and Intent.** The purpose and intent of this Ordinance (“Hermantown Airport Zoning Overlay Ordinance” or “HAZ00”) is to protect the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of airport hazards for the citizens residing in the City of Hermantown.

Section 2. **Background.** Certain properties within the City of Hermantown are subject to the requirements of the Duluth International Airport (“DIAP”) Zoning Ordinance (“Airport Zoning Ordinance”). The Airport Zoning Ordinance was created by the DIAP Airport Joint Zoning Board (JAZB). The purpose of the Airport Zoning Ordinance is to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the DIAP, and, to limit population and building density in the runway approach areas, thereby creating sufficient open space to protect life and property in case of an accident. The Airport Zoning Ordinance contemplated that the City of Hermantown would adopt amendments to its Zoning Ordinance that incorporates the applicable provisions of the Airport Zoning Ordinance. HAZ00 is intended to satisfy that requirement.

Section 3. **Airport Zoning Overlay Safety Zones.** The following Airport Zoning Overlay Safety Zones are hereby established in the City of Hermantown:

3.1 **Safety Zone 1:** All land designated as Safety Zone 1 on the Airport Zoning Map attached hereto as Exhibit A and as legally described in Exhibit 3.1A.

3.2 **Safety Zone 2:** All land designated as Safety Zone 2 on the Airport Zoning Map attached hereto as Exhibit A and as legally described in Exhibit 3.2A.

3.3 **Safety Zone 2.5:** All land designated as Safety Zone 2.5 on the Airport Zoning Map attached hereto as Exhibit A and as legally described in Exhibit 3.3A.

3.4 **Safety Zone 3:** All land designated as Safety Zone 3 on the Airport Zoning Map attached hereto as Exhibit A and as legally described in Exhibit 3.4A.

Section 4. **Safety Zones 1, 2, 2.5 and 3.** The Land Use Regulations contained in the Hermantown Zoning Code shall continue to be applicable to the property and uses within the Airport Zoning Overlay Safety Zones. When there is a conflict between the provisions of the HAZ00 and the Hermantown Zoning Code, the most restrictive standards shall apply.

In addition to the provisions contained in the Hermantown Zoning Code, the following Land Use Regulations as set forth in this Section shall be applicable in the Hermantown Zoning Overlay Safety Zones.

4.1. **All Safety Zones:** No use shall be made of any land in any of the Airport Zoning Overlay Safety Zones which creates or causes interference with the operation of radio or electronic facilities on the airport or with radio or electronic communications between the airport and aircraft, makes it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.

4.2. **Safety Zone 1:** Areas designated as Safety Zone 1 shall contain no buildings, temporary structures, exposed transmission lines, or other similar above ground land use structural hazards, and shall be restricted to those uses which will not create, attract, or bring together an assembly of persons thereon. Permitted uses may include Agricultural Use, Resource Extraction Use, horticulture, animal husbandry, raising of livestock, wildlife habitat, light outdoor recreation (non-spectator), cemeteries, and automobile parking.

4.3. **Safety Zone 2:**

4.3.1. **Specific Prohibited Uses.** The following classifications of building and structures as to use and occupancy are prohibited in Safety Zone 2:

4.3.1.1. **Group A Uses** - means assembly, churches, restaurants, movie theaters, banquet halls, bars, art galleries, casinos, bowling alleys, dance halls, funeral parlors, gymnasiums, indoor pools/tennis courts, lecture halls, museums, arenas, skating rinks, bleachers, grandstands, stadiums as described in the 2018 International Building Code, as may be revised from time to time.

4.3.1.2. **Group E Uses** – means education use of a building by six or more at any one time for educational purposes through twelfth grade, daycare facilities for more than five children older than two and one-half years old for fewer than twenty-four hours per day as described in the 2018 International Building Code, as may be revised from time to time.

4.3.1.3. **Group I-2 Uses** – means buildings used for medical care on a twenty-four hour basis for more than five persons who are incapable of self-preservation. Examples include detoxification, foster care, hospital, nursing homes and other supervised living facilities as described in the 2018 International Building Code, as may be revised from time to time.

4.3.1.4. **Group R-1 Uses** – means residential occupancies containing sleeping units where occupants are primarily transient. Examples include B&Bs with more than six guest rooms, boarding homes with more than ten occupants, and congregate living with more than ten units, and hotels/motels as described in the 2018 International Building Code, as may be revised from time to time.

4.3.2. **Density Limitation.** Other uses not specifically prohibited by Section 4.3.1 must be on a site whose area is at least two and one-half (2.5) acres. Each use shall not create, attract, or bring together a site population in excess of 20 persons per acre during the same time period; density as calculated pursuant to the 2020 Minnesota State Building Code, or its successor.

4.4. **Safety Zone 2.5:**

4.4.1. **Specific Prohibited Uses.** The following classifications of buildings and structures as to use and occupancy are prohibited in Safety Zone 2.5:

4.4.1.1. Childcare or daycare centers;

4.4.1.2. State licensed residential care facilities and housing with service establishments serving 7 or more persons;

4.4.1.3. State licensed adult daycare facilities serving 13 or more persons;

4.4.1.4. State licensed group family daycare facilities serving 13 or more children;

4.4.1.5. Public or private school.

4.4.1.6. Public or private Hospital.

Section 5. **Existing Uses and Structures as of Effective Date.** The regulations prescribed by the HAZ00 shall not be construed to require the removal, lowering, or other changes or alteration of any existing use, lot, structure, or tree or otherwise interfere with the continuance of any such use or structure, or tree after the effective date of the HAZ00.

Section 6. **Administrative Appeals.** The provisions of Section 350.01, Administrative Appeals – Filing of Appeal shall be applicable to any appeal of any decision by the Zoning Officer in connection with the administration of the provisions of the HAZ00, provided, however, that after any appeal is filed, it shall be handled in accordance with the provisions of Sections 12, 13 and 14 of the Airport Zoning Ordinance.

Section 7. **Variances.** The provisions of Section 600 – Application, shall be applicable to any application for a variance for any provision of the HAZ00, provided, however, that after any application for a variance is provided, it shall be handled in accordance with the provisions of Section 11, 12, 13 and 14 of the Airport Zoning Ordinance. A copy of any application for a variance from the HAZ00 shall also be provided to the DIAP by the Zoning Officer.

Section 8. **Copies to DIAP.** The Zoning Officer shall promptly provide copies of any permit application for any use within Airport Safety Zones 1, 2 and 2.5 or any application for a variance or administrative appeal to the DIAP.

Section 9. **Amendment 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 Zoning Code. This ordinance shall be published in the official newspaper of the City.

Section 10. **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 3.1A
Safety Zone 1 of West End of Runway 9-27

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

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to the intersection with the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1437.77 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said point of beginning; thence North 83 degrees 04 minutes 25 seconds East a distance of 4311.30 feet to said point of beginning.

EXHIBIT 3.2A
Safety Zone 2 of West End of Runway 9-27

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

Commencing at the northeast corner of the Southeast Quarter of Section 3 of said Township 50; thence on an assumed bearing of South 00 degrees 17 minutes 07 seconds East, along the east line of said Southeast Quarter, a distance of 523.82 feet to the intersection with the westerly extension of the centerline of Runway 9-27; thence North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 817.84 feet to the end of the proposed extension of Runway 9-27; thence continuing North 88 degrees 23 minutes 44 seconds West, along last described westerly extension, a distance of 200.00 feet; thence South 01 degree 36 minutes 16 seconds West a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 36 minutes 16 seconds East a distance of 1000.00 feet; thence North 79 degrees 51 minutes 54 seconds West a distance of 5093.17 feet to a point on the south line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4 said point being the actual point of beginning of Zone 2; thence South 89 degrees 17 minutes 28 seconds West, along last described south line, a distance of 612.03 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 37 seconds East, along last described west line, a distance of 986.08 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 19 minutes 12 seconds East, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 1314.17 feet to the southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West, along the east line of the Southeast Quarter of said Section 4, a distance of 1325.00 feet to the north line of the Southeast Quarter of the Southeast Quarter of said Section 4; thence South 89 degrees 14 minutes 37 seconds West, along last said north line, a distance of 1304.68 feet to the northwest corner of said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 13 minutes 11 seconds East, along the west line of said Southeast Quarter of the Southeast Quarter, a distance of 253.87 feet to the intersection with a line bearing South 83 degrees 04 minutes 25 seconds West from said Point "A"; thence South 83 degrees 04 minutes 25 seconds West a distance of 3932.53 feet; thence North 00 degrees 07 minutes 11 seconds West a distance of 3854.41 feet to the intersection with a line bearing North 79 degrees 51 minutes 54 seconds West from said point of beginning; thence South 79 degrees 51 minutes 54 seconds East a distance of 4576.98 feet to said point of beginning.

EXHIBIT 3.3A
Safety Zone 1 of South End of Runway 3-21

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

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southwesterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to the actual point of beginning of Zone 1; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to the intersection with the northeasterly right of way line of Miller Trunk Highway; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of 347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said point of beginning; thence North 23 degrees 51 minutes 10 seconds East a distance of 2989.06 feet to said point of beginning.

EXHIBIT 3.4A
Safety Zone 2.5 of South End of Runway 3-21

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

Commencing at the northeast corner of the Northwest Quarter of said Section 12; thence on an assumed bearing of South 89 degrees 22 minutes 46 seconds West, along the north line of said Northwest Quarter, a distance of 548.52 feet to the intersection with the southwesterly extension of the centerline of Runway 3-21; thence South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 349.89 feet to the end of proposed runway 3-21; thence continuing South 30 degrees 52 minutes 18 seconds West, along last described southwesterly extension, a distance of 200.00; thence South 59 degree 07 minutes 42 seconds East a distance of 500.00 feet to a point hereinafter referred to as Point "A"; thence North 59 degrees 07 minutes 42 seconds West a distance of 1000.00 feet; thence South 37 degrees 59 minutes 48 seconds West a distance of 3104.55 feet to a point on the northeasterly right of way line of Miller Trunk Highway said point being the actual point of beginning of Zone 2.5; thence South 53 degrees 03 minutes 51 seconds East, along last said northeasterly right of way line, a distance of 739.20 feet to the east line of the Southeast Quarter of said Section 11; thence North 00 degrees 34 minutes 00 seconds West, along last described east line, a distance of 347.40 feet to the intersection with the northwesterly extension of the southwesterly line of Lot 4 of the recorded plat of "ANDERSON'S ACRE TRACTS" on file and of record in the office of the St Louis County Recorder; thence South 54 degrees 08 minutes 29 seconds East, along last described northwesterly extension and said southwesterly line of Lot 4 and the southeasterly extension of said southwesterly line of Lot 4, a distance of 1201.00 feet to the intersection with a line bearing South 23 degrees 51 minutes 10 seconds West from said Point "A"; thence South 23 degrees 51 minutes 10 seconds West a distance of 2068.80 feet; thence North 55 degrees 45 minutes 40 seconds West a distance of 2232.99 feet to the intersection with a line bearing South 37 degrees 59 minutes 48 seconds West from said point of beginning; thence North 37 degrees 59 minutes 48 seconds East a distance of 1822.30 feet to said point of beginning.

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



DATE: April 25, 2022

Meeting Date: 05/02/2022

SUBJECT: Amendment of Section 350.04 of
the Hermantown City Ordinance

Agenda Item: 11-B

Ordinance: 2022-06

REQUESTED ACTION

Conduct a first reading on the amendment to Section 350.04 of the Hermantown City Ordinance to change the street name of Eeve Drive to Stevie Drive.

BACKGROUND

The City has been received a petition to change the street name of Eeve Drive to Stevie Drive. This road intersects Richard Avenue and Haines Road and is located in the Hermantown Marketplace.

There are currently no businesses addressed off of Eeve Drive and in conversations with 911 addressing system, they have no issues with the proposed change of name.

A public hearing for this application was held on Tuesday, April 12, 2022. There were no members of the public who spoke regarding the application. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

Should this petition be granted by the City Council, the applicant would be responsible for the purchase of the new street signs, and any applicable invoices or fees incurred by the City for the work of the Public Works Department in the installation of the signs and the City Engineer and City Attorney for any review related work.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Location Map
- Signed Petition
- Ordinance

Location Map

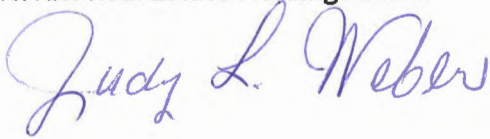


September 21, 2021

PETITION TO CHANGE ROAD NAME

This petition is to ask the City of Hermantown to change the name of Eevee Drive to Stevie Drive. Property owners along that drive have signed off below.

McNutt Real Estate Holdings II LLC



SLS Quicklubes LLC



Patriot Properties of Hermantown 2 LLC

Patriot Properties of Hermantown 3 LLC



Superior Choice Credit Union



Ordinance No. 2022-06

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING SECTION 350.04, ACCEPTANCE AND OPENING OF ADDITIONAL ROADS AND STREETS, OF THE HERMANTOWN CITY CODE BY MODIFYING THE NAME OF EVEE DRIVE TO READ AS STEVIE DRIVE

Section 1. **Purpose and Intent.** The purpose and intent of this amendment is to reflect that Evee Drive shall be hereinafter referred to as Stevie Drive in the official records of the City Code.

Section 2. **Authority.** Pursuant to Minnesota Statutes § 412.221, Subd. 18, the City Council is granted the power through this Ordinance to rename the streets and public places of the City.

Section 3. **Amendment to Section 350.04** Section 350.04, Acceptance and Opening of Additional Roads and Streets, contains an Exhibit A Ordinance 2021-02 which contains the Road Inventory of the City of Hermantown effective as of 2021 and is hereby amended to read as shown:

Quadrant	Road Name	Road Section	Surface	Length (Miles)
NE	Evee Dr. <u>Stevie Dr.</u>	Haines RD	Bit.	0.250

Deleted language is struck out and added language is underlined.

Section 3. **Amendment 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 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: _____

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



DATE: April 25, 2022

Meeting Date: 05/02/2022

SUBJECT: Zoning Map Amendment from P –
Public to C - Commercial

Agenda Item: 11-C

Ordinance: 2022-07

REQUESTED ACTION

Conduct a first reading on the proposed amendment to the Hermantown Zoning Map by rezoning 2-acres in the northwest corner of Parcel: 395-0030-00010 and the approximately 13,774 square feet of adjoining right of way from P, Public to C, Commercial.

BACKGROUND

The City has been received a request to rezone a 2 acre portion of the 74 acre Sunrise Funeral Home property. The 2 acre parcel is located in the NW quadrant of the property adjacent to Stebner Road and Arrowhead Road.

SITE DATA

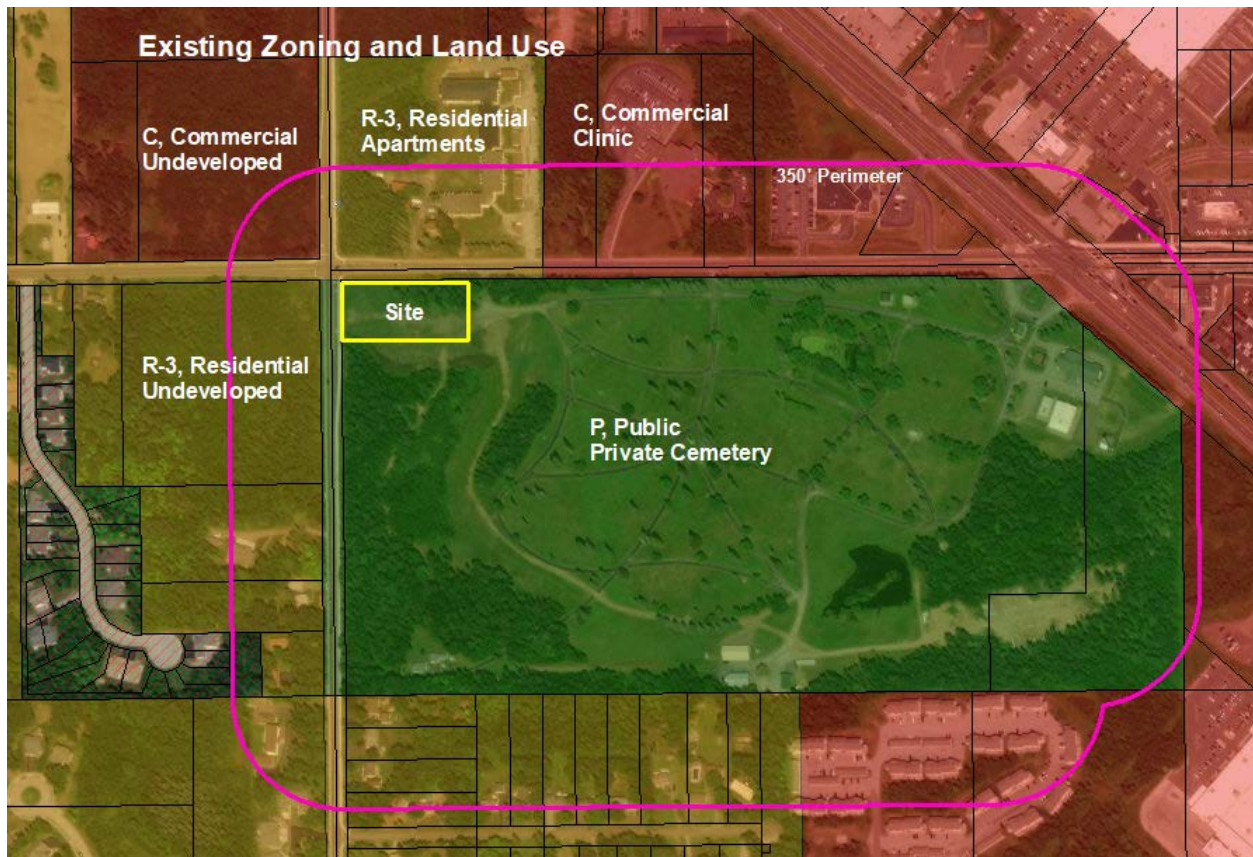
Address: 4798 Miller Trunk Highway
Comprehensive Plan: Concept Area 1: Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Existing and New Park Areas
Zoning: P, Public
Lot Size: 2.0 acres
Wetlands: None
Shoreland Overlay: No
Airport Zoning: Safety Zone 2.5 and 3

The site is part of the 74-acre Sunrise Funeral Home, Cremation Services, and Cemetery located at 4798 Miller Trunk Highway. It has been owned and operated by the applicant for many years. The site is the 2-acres in the northwest corner of the property bound by Arrowhead Road to the north and Stebner Road to the west. The site measures 417.4 feet by 208.7 feet. In addition to the 2 acre site, the proposed application would rezone the adjoining west right of way measuring 66 feet by 208.7 feet which measures approximately 13,774 square feet.

A public hearing for this application was held on Tuesday, April 12, 2022. Other than the applicant, there were no members of the public who spoke regarding the application. The Planning

and Zoning Commission recommended the application unanimously onto the City Council for their approval.

The property is bordered by R-3, Residential and C, Commercial zoning districts. Existing uses of the neighboring properties on the north side of Arrowhead Road are allowed in the C, Commercial district including an apartment building and medical clinic. Properties on the west side of Stebner Road are undeveloped.



The applicant proposed to rezone the eastern 1 acre portion of this subject area in 2019. The City Council denied the request as the rezoning as it was an internal parcel that did not directly abut or was in the close proximity of a C, Commercial zoning district. This new application is for the 2 acres located in the NW corner of the overall cemetery property on the outside edge of the P, Public zoning district and is directly across from C, Commercial zoned property on the NW corner of the Stebner Road/Arrowhead Road.

Airport Zoning

The property is within the Airport Safety Zone Overlay. 91% is within the Airport Safety Zone 3 and is primarily affected by a limitation on structure elevation. However, the height limits of the base zoning district would prevent the Airport Safety Zone elevation limit from coming into effect. Approximately 9%, or 7,858 square feet, is within the Airport Safety Zone 2.5. This zone is subject to greater restrictions on types of uses, and prohibit the following:

- Childcare or daycare centers;
- State licensed residential care facilities and housing with service establishments serving 7 or more persons;
- State licensed adult daycare facilities serving 13 or more persons;
- State licensed group family daycare facilities serving 13 or more children;
- Public or private school.
- Public or private Hospital



Utilities

The site is well served by public utilities. City watermain and sanitary sewer mains are located along the entire frontage of both Arrowhead and Stebner Roads.

The site is also well served by roads. Arrowhead Road from Stebner to Miller Trunk Highway is a minor arterial road. Stebner and Arrowhead Road west of the intersection are major collector roads. The site is approximately one-third of a mile from the signalized intersection of Arrowhead Road and Miller Trunk Highway.

Wetlands

The site has been cleared previously. The National Wetland Inventory does not show wetlands on the 2 acres requested to be rezoned, though there are wetlands indicated to the south.

Zoning

Applicant is requesting a rezoning from P, Public to C, Commercial. Applicant has stated that they intend to subdivide the site into two one-acre parcels. Possible development scenarios that have been mentioned are two medical based professional offices.

Because there is not a specific use being proposed as part of this application, it is important to consider the various potential uses that would be allowed with new zoning. The Public zoning district allows for four permitted uses (Airport facilities, Public buildings and structures, Public parks and recreation areas, and Public service utilities including plants and service yards) and two special use categories (Cemetery, and public or private schools). The Commercial district provides for 50 different uses in retail sales, offices, professional and service businesses, and multi-family housing, mobile home parks, and places of worship. Any of those uses could be developed on these properties with the major limitation being the size of the property.

All development within the C, Commercial zone is through a Commercial Industrial Development Permit. Proposals for development of the site would require staff and Planning Commission review and approval. The rezoned areas would also have to be platted separately before new development.

Dimensional standards would also change as follows:

Dimensional Standards	C	P
Height	65 feet	50 feet
Setbacks		
<i>Front</i>	35 feet	35 feet
<i>Side (abutting street)</i>	35 feet	35 feet
<i>Side</i>	10 feet	15 feet
<i>Rear</i>	40 feet	25 feet
Minimum lot area	None	None
Minimum lot width	None	None
Maximum lot coverage	50%	35%

Comprehensive Plan

The site is in Area 1 on the Hermantown Comprehensive Plan Concepts Map. The goal for Area 1 is to maintain suburban character, preserve critical natural features, phase residential development, and develop existing and new park areas. Suburban character includes commercial development in the right places. Other commercial and light industrial areas exist within Area 1 including at Lavaque and Morris Thomas Roads, Hermantown and Haines Roads, in the City Industrial Park along Stebner Road.

Analysis of the site indicates that commercial zoning can be consistent with Plan Concept 5 to “develop new commercial uses in areas with similar uses, adequate public infrastructure, including fire, police and emergency medical services, highway and arterial road access and without adverse visual or environmental impacts on existing, established residential, public, recreational or commercial development.”

As discussed, the surrounding zoning and uses are compatible with the C, Commercial district. The adjacent area zoned R-3 is vacant so there are no existing uses to impact. R-3 zoning allows office buildings and hospitals through a SUP.

The site is an unused part of a private cemetery. Rezoning and allowing future commercial development does not reduce the quantity or quality of activities and public benefits intended to be preserved by the P, Public zoning district.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 2-acre site is located in an area that has an existing commercial character and development of the site could be complementary to the area. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the suburban development concept area (Area 1) of the Comprehensive Plan within which commercial zoning and commercial development are currently allowed.
2. C, Commercial uses are compatible with the surrounding uses, including an apartment building, medical clinic, vacant commercial and residential zoned property, and a privately-operated cemetery, funeral home, and cremation service.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Location Map
- Current and Proposed Zoning Maps
- Ordinance

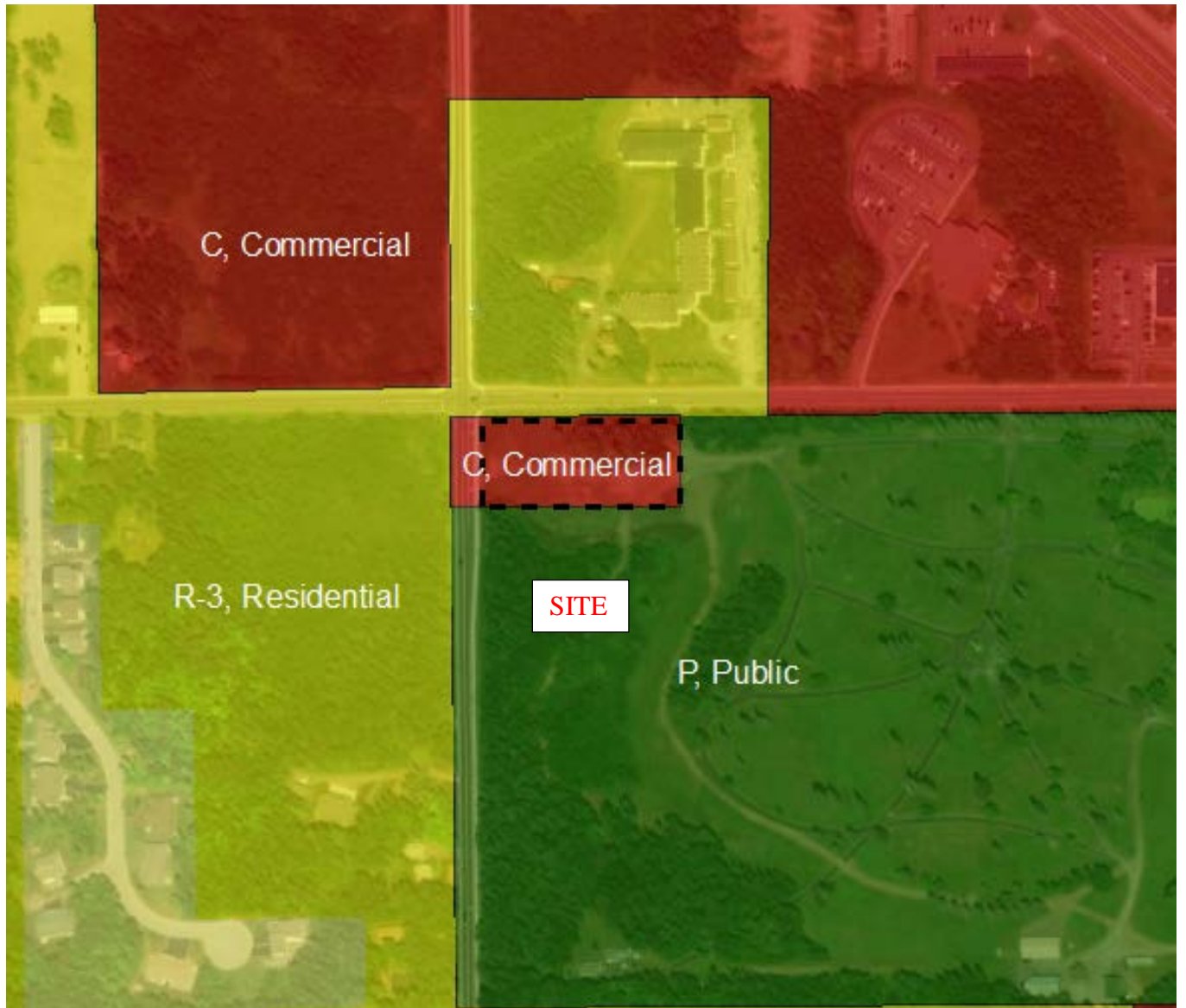
Location Map



Existing Zoning Map



Proposed Zoning Map



Ordinance No. 2022-07

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
(4798 MILLER TRUNK HIGHWAY)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that an area measuring 483.4 feet east to west and 208.7 feet north to south of the northwest corner of the parcel described in Section 2 and adjoining right of way on Stebner Road is zoned C, Commercial.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone an area measuring 483.4 feet east to west and 208.7 feet north to south of the northwest corner of ARROWHEAD MEMORIAL PARK HERMANTOWN; All of BLOC A AND BLOCK B EXCEPT THAT PART LYING EAST OF A LINE BEGINNING ON THE SOUTH LINE 600 FT WEST OF THE SOUTHEAST CORNER THENCE NORTHERLY PARALLEL TO EAST LINE 300 FEET THENCE EASTERLY PARALLEL TO SOUTH LINE 300 FEET THENCE NORTHERLY PARALLEL TO EAST LINE TO A POINT ON CENTERLINE OF MILLER TRUNK HWY and adjoining right of way on Stebner Road the property is zoned C, Commercial.

Section 3. Effective Date. This amendment to Title 2 of the Hermantown Code that amends the Official Zoning Map shall be effective after adoption immediately upon (1) the publication of this Amendment to Title 2 of the Hermantown City Code once in the legal newspaper of the City of Hermantown and (2) the filing of this Amendment to Title 2 with the County Recorder of St. Louis County.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

TO: Mayor & City Council

FROM: Eric Johnson, Community
Development Director



DATE: April 25, 2022

Meeting Date: 05/02/2022

SUBJECT: Preliminary and Final Planned Unit Development – ATK Enterprises
Agenda Item: 12-A
Resolution: 2022-54

REQUESTED ACTION

Approval of a preliminary and final Planned Unit Development (PUD) for construction of a 60' by 202' and a 40' x 104' cold ministorage buildings with 17 units total.

BACKGROUND

Applicant is requesting approval of a preliminary and final Planned Unit Development (PUD) for construction of a 60' by 202' and a 40' x 104' cold ministorage buildings with 17 units total.

SITE INFORMATION:

Parcel Size: 6.5 acres
Legal Access: 4540 Norway Pine Place
Wetlands: Yes, delineation approved 2018.
Existing Zoning: C-1, Office and Light Industrial
Airport Overlay: Zone 3
Shoreland Overlay: None
Comprehensive Plan: Commercial Development

Development Details:

In 2020, the applicant constructed two 60' by 160' cold ministorage buildings on a 6.5-acre lot in the Maple Hill subdivision with access off of Norway Pines Place. In addition to the buildings and the driving surface, the applicant constructed the stormwater detention system which accounted for these and future improvements. The project was approved as a Planned Unit Development (PUD) as that gave the applicant options on parceling out individual units within the development for sale at a future date. All of the previously constructed units are rental only at this time. The PUD approval also specified that any future additions to the development were required to go through the PUD process.

A public hearing for this application was held on Tuesday, April 12, 2022. Other than the applicant's representative, there were no members of the public who spoke regarding the application. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

The applicant is now pursuing phase 2 of the development. Proposed work includes a 60' by 202' and a 40' x 104' cold ministorage buildings with 17 units total. The buildings will be post frame construction with steel siding and roofing built on a concrete slab and will match the previous constructed buildings. There will be various sized units offered for rent on a monthly or annual basis.

In addition to the buildings, the applicant will be installing paving to access the two new buildings. The site's stormwater system has been designed for this additional development. The installation of private water and sanitary sewer may be involved in the future phases. Some form of plat, a traditional plat or CIC plat, may also be required. Staff has reviewed the potential phasing and is comfortable that the site can accommodate additional development, however, this PUD application does not convey future development approval.

PUD Process:

The City's zoning regulations governing PUD's require that each PUD obtain preliminary and final approval. At the City's discretion, the preliminary and final PUD approvals may be processed concurrently. The City determined that preliminary and final review is appropriate in this case as the project scale and scope is consistent with allowed development in the C-1 Zoning District.

The PUD review and approval process include a public hearing by the Planning Commission and a recommendation to the City Council. A PUD order will be issued by the City setting project specific development standards.

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

1. Improved business and commercial development to enhance the local economy and strengthen the tax base.

Zoning Analysis:

The property is zoned C-1, Office and Light Industrial. The applicant has applied for a Planned Unit Development (PUD) for the property. A PUD is a permitted use in a C-1 zone district. Section 11 of the zoning ordinance explains that: 'A PUD is intended to encourage a more efficient and creative use of land and development, more efficient and effective use of streets, utilities and public services; protection of natural resources; and more efficient and effective provision of recreational, public and open space than can be achieved through conventional development procedures.

Dimensional and Performance Requirements

City Code allows a PUD to have standards that meet the City's goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The City is applying the standard dimensional and performance requirements to the PUD.

Dimensional Requirements	C-1, Office and Light Industrial	Proposed Project
Area	2.5 Acres	6.5 acres
Lot width	200'	670'
Front yard	35'	50'
Rear yard	40'	30'
Side yard	15'	15'
Building Height	45'	18.5'
Elevation	1580' (Airport Zone 3)	1509'

The development will adhere to the General Performance Standards set forth in Section 525.04 of the Zoning Ordinance including that parking areas and drive aisles must be paved.

Utilities

The applicant is not proposing to connect the cold ministorage buildings to utilities. Future development on the site may require water and sanitary sewer. Private utilities connecting into the City's main lines in Norway Pines Place have been extended into the site under phase 1 but no buildings have been hooked up as of yet.

Wetlands

A wetland delineation was completed on the site in 2018. The project phase does impact approximately 1,960 square feet of onsite wetlands. The applicant is approved for this impact under wetland de minimus.

Park Dedication Fees

The applicant has already paid the park dedication fee associated with this development when he conducted the work on phase 1.

Summary

Staff recommends approval of the Preliminary and Final PUD based on the findings of this report and the following conditions

1. The proposed project meets the intent of the C-1, Office and Light Industrial Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed project meets the Comprehensive Plan for commercial and light industrial development and standards of a Planned Unit Development by providing public benefit through improved business and commercial development enhancing the local economy and strengthening the tax base and supporting mixed-use development.
3. The Planned Unit Development is hereby approved is hereby expressly subject to the following conditions:
 - 3.1 That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein. Only Phase 2 is being approved at this time.
 - 3.2 The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.
 - 3.3 No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - 3.4 Property Owner 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 that the terms of this permit are met.
 - 3.5 Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.

- 3.6 Trees and brush cannot be burned on the property, but may be chipped and shredded.
 - 3.7 An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.
 - 3.8 No residential use/dwellings are allowed within the extents of the overall PUD.
 - 3.9 The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
- 4 Property Owner to utilize the existing final construction documents (stormwater, roadway, etc.) which were previously prepared for the overall site development.
 - 5 The Applicant has installed an electric entry gate and electronic surveillance/cameras on the buildings and site periphery as part of the phase 1 work. The applicant will be adding additional cameras for the new buildings as well.
 - 6 This PUD does not convey any approvals or entitlements for additional zoning and development permits on PIN# 395-0091-00140 and 395-0091-00030. Further development of these lots will require new applications and additional conditions as approved by the Council may be applied to this approval and future approvals. The approval made by this resolution extends only to the Phase 2 Project as defined in this resolution.
 - 7 The City, at its discretion, may require a 505 Plat or CIC Plat if subdivision of individual units is proposed in the future.
 - 8 The property Owner shall sign a consent form assenting to all conditions of this approval.
 - 9 The Property Owner shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Location Map
- Preliminary Site Plan
- Building Elevation
- Resolution

Location Map



Building Example



Resolution No. 2022-54

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT
FOR ATK STORAGE**

WHEREAS, ATK Enterprises, Inc. (Applicant) has submitted a complete application (Application) for a preliminary and final Planned Unit Development (PUD) to allow construction of a 60' by 202' and a 40' x 104' cold mini storage warehouses on the property assigned Parcel Identification Number 395-0091-00140; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the preliminary and final PUD on April 12, 2020 following notice as required by the City's Zoning Code; and

WHEREAS, following the public hearing on the preliminary and final PUD, the Hermantown Planning Commission recommend on a unanimous vote that the City Council approve the preliminary and final PUD; and

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

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

1. The proposed project meets the intent of the C-1, Office and Light Industrial Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed project meets the Comprehensive Plan for commercial and light industrial development and standards of a Planned Unit Development by providing public benefit through improved business and commercial development enhancing the local economy and strengthening the tax base and supporting mixed-use development.
3. The Planned Unit Development is hereby approved is hereby expressly subject to the following conditions:
 - 3.1 That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein. Only Phase 2 is being approved at this time.
 - 3.2 The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.
 - 3.3 No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - 3.4 Property Owner 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 that the terms of this permit are met.

- 3.5 Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - 3.6 Trees and brush cannot be burned on the property, but may be chipped and shredded.
 - 3.7 An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.
 - 3.8 No residential use/dwellings are allowed within the extents of the overall PUD.
 - 3.9 The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
- 4 Property Owner to utilize the existing final construction documents (stormwater, roadway, etc.) which were previously prepared for the overall site development.
 - 5 The Applicant has installed an electric entry gate and electronic surveillance/cameras on the buildings and site periphery as part of the phase 1 work. The applicant will be adding additional cameras for the new buildings as well.
 - 6 This PUD does not convey any approvals or entitlements for additional zoning and development permits on PIN# 395-0091-00140 and 395-0091-00030. Further development of these lots will require new applications and additional conditions as approved by the Council may be applied to this approval and future approvals. The approval made by this resolution extends only to the Phase 2 Project as defined in this resolution.
 - 7 The City, at its discretion, may require a 505 Plat or CIC Plat if an amended PUD is proposed in the future.
 - 8 The property Owner shall sign a consent form assenting to all conditions of this approval.
 - 9 The Property Owner shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: April 21, 2022
SUBJECT: Contract with Kraus-Anderson
Phase I – Ice Arena



Meeting Date: 05/02/2022

Agenda Item: 12-B

Resolution: 2022-55

REQUESTED ACTION

Approve Contract with Kraus-Anderson for Phase I for the planning for the Ice Arena project

BACKGROUND

On April 18, 2022, the City Council chose Kraus-Anderson as the Construction Manager for the Ice Arena. We will start the negotiations to finalize the standard AIA contract for a construction manager at risk very soon, but in the meantime, we want them to begin work on Phase I as soon as possible.

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

Additionally, Phase I includes assisting the City with discussion with both the School District and the Hermantown Amateur Hockey Association (“HAHA”) with appropriate funding and operating agreements. It also will involve educational efforts related to the Community Recreation Initiative.

This phase runs through November 9, 2022.

SOURCE OF FUNDS (if applicable)

101-465200-319 Project 600

ATTACHMENTS

Contract for Professional services.

Resolution No. 2022-55

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH KRAUS-ANDERSON FOR PHASE I OF THE ICE ARENA PORTION OF THE COMMUNITY RECREATION INITIATIVE IN THE AMOUNT OF \$22,000

WHEREAS, the City of Hermantown (“City”) sought proposals for a Construction Manger at Risk for the Hermantown Recreation Initiative Arena, (Project) and

WHEREAS, the City specifically requested proposals for a Phase I of the project which would include strategic plan for the Project and other specified work until November 9, 2022; and

WHEREAS, Kraus-Anderson submitted a proposal dated April 7, 2022 (“Proposal”) in the amount of \$22,000; and

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

WHEREAS, City and Kraus-Anderson desire to enter into a Professional Services Agreement attached hereto.

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

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

A. Owner desires to obtain consulting services to develop a strategic plan for the Hermantown Recreation Initiative Arena that will provide drawings of the Arena, a site plan and detailed summary of the features of the Arena and a site plan with projected costs of the Arena (“Base Arena”) that provides a minimum of six (6) locker rooms, ice making plant , a bleacher area for up to three hundred (300) spectators, lobby and connected mezzanine and Zamboni room (“Project”).

B. Consultant is willing to provide consulting services to Owner pursuant to these terms of this Agreement.

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

1. Services to be Performed.

1.1. The services to be performed by Consultant shall be under the supervision and directed by Daniel E. Markham.

1.2. The scope of services to be provided to Owner by Consultant is as set forth on Exhibit A attached hereto.

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

3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of Owner.

4. Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof or November 8, 2022, whichever is earlier.

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

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

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

7.1. Commercial general liability insurance that covers the consultant services performed by Consultant for Owner with a per occurrence limit/general aggregate limit of liability of at least Two Million Dollars (\$2,000,000.00).

7.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for Owner with a per occurrence limit/general aggregate limit of liability of at least Two Million Dollars (\$2,000,000.00).

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

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

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

Consultant shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under such Consultant's commercial general liability policy. The insurer will provide at least thirty (30) days prior written notice to Owner, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said

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

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

8. Compensation. Consultant shall be compensated for the services to be performed hereunder shall be as shown on Exhibit A attached hereto. Consultant shall submit to Owner itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

11. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to Owner by not

divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of Owner or as required by any applicable law, rule, regulation or ordinance of Owner or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of Owner, or parties contracting with Owner.

12. Intellectual Property Rights. For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data. Project Materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement. All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which Owner has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to Owner no matter what their status might be under federal law. Consultant shall provide Owner with copies of all Project Materials Upon request by Consultant, Owner may authorize Consultant to use specified Project Materials to evidence Consultant’s progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to Owner and the Project and that the Project Materials are owned by Owner. Consultant also acknowledges and agrees that all names and logos provided to Consultant by Owner for use in connection with the Project are and shall remain the sole and exclusive property of Owner.

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

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

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

16. Data Practices Act. Consultant acknowledges that Owner is subject to the provisions of the Minnesota Government Data Practices Act. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Owner in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and Owner. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify Owner and consult with Owner as to how Consultant should respond to the request. Consultant’s response shall comply with applicable

law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from Owner.

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

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

19. Good Faith Negotiations CMAR. The parties agree that their representatives shall meet and negotiate in good faith, the terms and provisions to be utilized in in the creation of the contract for Construction Manager at Risk ("CMAR") services for the construction of a hockey arena ("Arena") in connection with the Hermantown Community Recreation Initiative to be effective if the referendum for the increase in the Hermantown sales tax is passed on November 8, 2022.

[SIGNATURES APPEAR ON NEXT PAGE]

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

OWNER:

City of Hermantown

By _____
Its _____

And By _____
Its _____

CONSULTANT:

Kraus-Anderson Construction Company

By _____
Its _____

EXHIBIT A

Cost Proposal



1.1. Project Overview.

The City of Hermantown (the "City") is seeking to select a Construction Manager at Risk ("CMAR") for the Hermantown Recreation Initiative Arena (the "Project").

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

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

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

2.1. Phase I of the Project.

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

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

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

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

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

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

2.1.7. Assist in legislative efforts in obtaining any related approvals.

- **Kraus-Anderson Phase I Services Fixed Fee: \$10,000**
- **Design Team (DSGW) Phase I Services Fixed Fee: \$12,000**
- **Total Phase I Services Fixed Fee: \$22,000**

TO: City Council Members
FROM: Paul Senst, Public Works
Director



DATE: April 26th, 2022 **Meeting Date:** 05/02/2022
SUBJECT: PW Seasonal Help Wage Rate **Agenda Item:** 12-C **Resolution:** 2022-56
Amendment

REQUESTED ACTION

Approve an amendment to the Public Works Seasonal Help wage rates

BACKGROUND

On 1/3/2022 with resolution 2022-06, Hermantown City council approved pay scale for the Public Work's seasonal help. Recruiting this year's seasonal help has been difficult at the rates that were set in January. Public Works is asking to raise the 5 seasonal positions wages by \$1.75/hour. This would make the grass cutters wage \$12.78/hour, Semi-skilled wage \$ \$14.93/hour and the previously employed over 5 year's \$16.54/hour. In order to make this a neutral budget outcome, hours will be reduced.

SOURCE OF FUNDS (if applicable)

101-452100-103

ATTACHMENTS

Resolution

Resolution No. 2022-56

**RESOLUTION APPROVING WAGE ADJUSTMENT FOR
PUBLIC WORKS SEASONAL HELP**

WHEREAS, the City of Hermantown Public Works department hires four seasonal workers every year that each work approximately 500 hours during the summer; and

WHEREAS, the 2022 wage rates the seasonal workers was approved in Resolution 2022-06 for \$11.03, \$13.18 and \$14.79 per hour; and

WHEREAS, recruitment and retention of seasonal workers is proving to be challenging; and

WHEREAS, the Public Works Director recommends increasing the pay rate for each position by \$1.75 per hour per seasonal worker and the new rates would be \$12.78, \$14.93 and \$16.54 per hour; and

WHEREAS, this increase in hourly rates would be budget neutral by reducing hours.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, hereby approves a wage adjustment of \$1.75 effective May 3, 2022.

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 of:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

TO: Mayor & City Council

FROM: Joe Wicklund, Communications
Director

DATE: April 27, 2022

Meeting Date: 05/02/2022

SUBJECT: LGA Increase Support

Agenda Item: 12-D

Resolution: 2022-57



REQUESTED ACTION

The passing of a resolution in strong support of the proposed increases in Local Government Aid (LGA) currently being proposed at the state legislature.

BACKGROUND

Local Government Aid is a critical resource for communities across Minnesota in terms of delivering necessary services, exploring new opportunities, and combatting consistently rising prices. Hermantown previously received LGA several years ago when the formula to determine eligibility included cities with a similar composition to our own. In recent years though, the state legislature changed that formula and cities like Hermantown – with a growing population, a more recently-implemented infrastructure, and other key metrics – found themselves without that key aid.

Currently, the state legislature is weighing new changes to the formula that would allow Hermantown to return to receiving LGA in the future. As a buffer against growing inflation and increasing prices, as well as a desire to continue delivery services to our residents at the current high-quality level, we believe that strong support of this formula change is important and necessary. While the exact calculation has yet to be determined and the amount of LGA that Hermantown and similar communities would receive is still unknown, any additional aid would be integral in future efforts in our City.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution

**CITY OF HERMANTOWN RESOLUTION IN SUPPORT OF
LOCAL GOVERNMENT AID (SF 3971/HF 4064)**

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes; and,

WHEREAS, LGA helps cities pay for critical needs and services such as public safety, street maintenance & repairs, libraries, parks and trails, economic development and housing; and,

WHEREAS, the LGA formula is reviewed and updated approximately every ten years after the completion of the decennial census; and,

WHEREAS, organizations representing cities have worked together to produce a formula update that they agree on; and,

WHEREAS, the LGA formula proposal included in SF 3971/HF 4064 provides a much-needed update to the formula to better reflect city needs and changes in our communities since the last major revision to the formula in 2013; and

WHEREAS, the cost of providing city services continues to rise due to a significant increase in inflation; from 2009 to 2022, inflation has grown 41%, while LGA has only grown by 18%; and,

WHEREAS, the share of the state general fund spent on LGA has decreased to just 2.12%; and,

WHEREAS, a \$90 million increase to the LGA appropriation is essential to fund the formula and is modest compared to the \$9.3 billion state budget surplus; and,

WHEREAS, the returning of LGA to the City of Hermantown would allow for a wide array of important positives, including the continued delivery of city services at their current levels, the buffering of challenges presented by increased costs and inflation, and the ability to continue exploring currently undelivered, but needed, services for residents, and more; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of Hermantown, Minnesota urges through this Resolution to its lawmakers that the state pass the LGA formula proposal and to increase the LGA appropriation by \$90 million; and,

BE IT FURTHER RESOLVED that this resolution be transmitted to Representative Mary Murphy, Senator Tom Bakk, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

DATE: April 21, 2022

Meeting Date: 05/02/2022

SUBJECT: Body Worn Camera Policy

Agenda Item: 12-E

Resolution: 2022-58



REQUESTED ACTION

The Chief of Police recommends adopting the attached Body Worn Camera “BWC” Policy.

BACKGROUND

The Hermantown Police Department has been working on purchasing Body Worn Cameras for some time. As part of the plans to purchase and a requirement of MN Statutes, we developed a Body Worn Camera Policy and solicited public input on the project. We received a total of 18 responses from the public regarding our use of BWCs. The BWC Policy was developed to closely mirror model policies provided by the grant we received as well as the State of MN Model Policy on the use of BWCs.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

BWC Survey Results
Policy

Respondents were clear in the public comment period regarding their thoughts and feelings about a Body Worn Camera (BWC) program within the Hermantown Police Department (HPD).

More than 80 percent of respondents supported the use of BWCs and the creation of a BWC program at the HPD. In fact, more than 50 percent of respondents felt as though all interactions with the public should be recorded with a BWC.

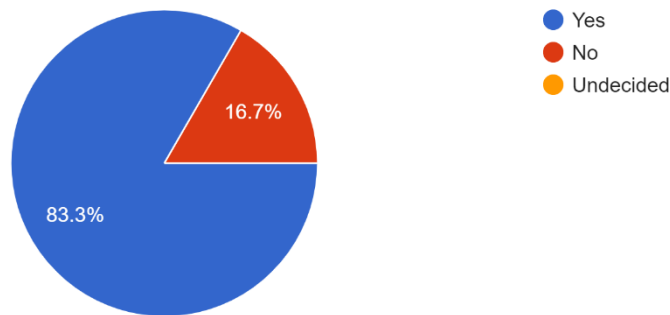
Regarding who can view those video assets, more than 80 percent of respondents felt individuals should have a right to view the video if they were recorded and just under 80 percent of respondents were comfortable having members of the HPD view the video before or while writing their reports. A smaller percentage – less than 40 – felt that any member of the public has a right to view these BWC videos upon request.

The positives included nearly 2/3rds of respondents noting that this program would increase community trust in law enforcement and have a positive impact on improving officer behavior. Commenters made notes of the value of “protecting those who protect us,” and that the “camera brings transparency and accountability for everyone.” The drawback, one commenter felt, was the unnecessary extra pressure they believe the camera creates for the officers.

A selection of results from some of the questions from the survey are found below.

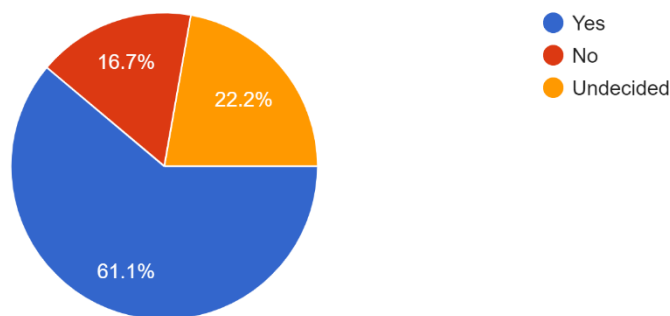
Do you support a Body Worn Camera Program at the Hermantown Police Department?

18 responses



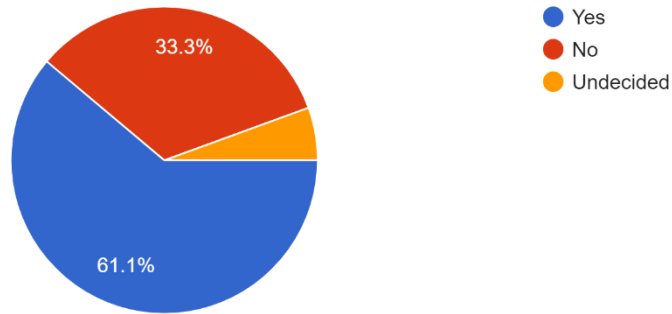
Would the use of Body Worn Cameras increase community trust in law enforcement?

18 responses



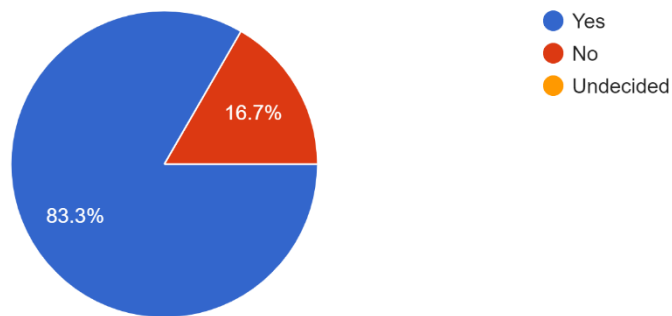
Do you feel that an officer would improve their behavior with the presence of the camera?

18 responses



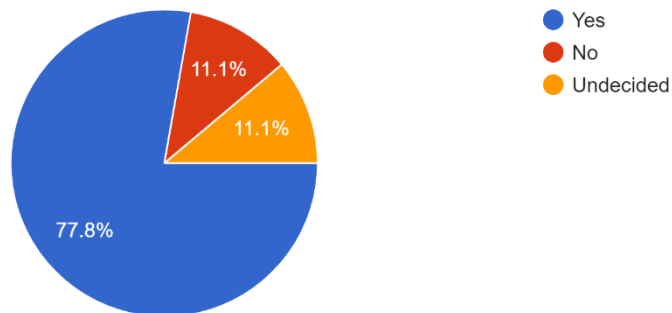
Do you feel that if you were recorded on a Body Worn Camera that you would have the right to view that video upon request?

18 responses



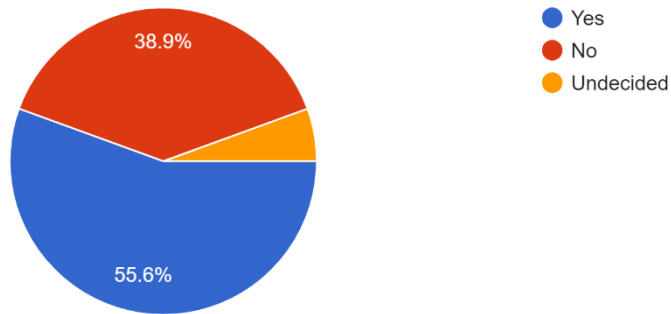
Should an officer be allowed to view their own Body Worn Camera video before writing their reports?

18 responses



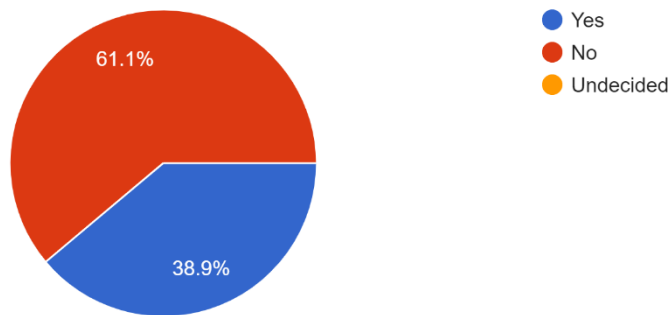
Do you believe that all police interactions with the public should be recorded with a Body Worn Camera?

18 responses



Do you believe that if you had been recorded by a Hermantown Police Officer with a Body Worn Camera that any member of the public should have the right to view that video upon request?

18 responses



Resolution No. 2022-58

**RESOLUTION APPROVING A
BODY WORN CAMERA USE POLICY**

WHEREAS, Minnesota Statutes § 626.8473, Subd. 3, requires a city to establish and enforce a written body camera use policy; and

WHEREAS, the Chief of Police has submitted to the City Council of the City of Hermantown (“City”) a proposed Body Worn Camera Use Policy attached hereto as Exhibit A; and

WHEREAS, the City took public comment on the proposed Body Worn Camera Use Policy; and

WHEREAS, the City Council of the City of Hermantown has carefully reviewed the proposed Body Worn Camera Use Policy and public comments and determined that it is in the best interests of the City of Hermantown to approve the Body Worn Camera Use Policy.

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

1. The Body Worn Camera Use Policy attached hereto as Exhibit A is hereby approved.
2. The approved Body Worn Camera Use Policy will be posted on the Hermantown Police Department’s website.
3. There will be an independent, biannual audit of the body camera data to ensure that it is being properly classified, used and retained.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

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Section 1. Purpose

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

Section 2. Policy

It is the policy of this department to authorize and require the use of department issued BWCs as set forth below, and to administer BWC data as provided by law.

Section 3. Scope

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The chief or chief’s designee may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

Section 4. Definitions

The following phrases and words have special meanings as used in this policy:

- 4.1. MGDPA or Data Practices Act refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- 4.2. Records Retention Schedule refers to the General Records Retention Schedule for the City of Hermantown.
- 4.3. Law enforcement-related information means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- 4.4. Evidentiary value means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

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- 4.5. General citizen contact means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- 4.6. Adversarial means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- 4.7. Unintentionally recorded footage is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- 4.8. Official duties, for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

Section 5. Use and Documentation

- 5.1. Officers may use only department issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- 5.2. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWCs at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the officer's supervisor and shall document the report in writing. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing.
- 5.3. Officers should wear their issued BWCs at the location on their body and in the manner specified in training.

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- 5.4. Officers must document BWC use and non-use as follows:
- 5.4.1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report or CAD record/other documentation of the event.
 - 5.4.2. Whenever an officer fails to record an activity that is required to be recorded under this policy, or fails to record for the entire duration of the activity, the officer must document the circumstances and reasons for not recording in an incident report or CAD record/other documentation of the event. Supervisors shall review these reports and initiate any corrective action deemed necessary.
- 5.5. The department will maintain the following records and documents relating to BWC use, which are classified as public data:
- 5.5.1. The total number of BWCs owned or maintained by the agency;
 - 5.5.2. A daily record of the total number of BWCs actually deployed and used by officers and, if applicable, the precincts in which they were used;
 - 5.5.3. The total amount of recorded BWC data collected and maintained; and
 - 5.5.4. This policy, together with the Records Retention Schedule.

Section 6. General Guidelines for Recording

- 6.1. Officers shall activate their BWCs when anticipating that they will be involved in, become involved in, or witness other officers of this agency involved in a pursuit, Terry stop of a motorist or pedestrian, search, seizure, arrest, use of force, adversarial contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines. *See* Section 5.4.2 above.
- 6.2. Officers have discretion to record or not record general citizen contacts.
- 6.3. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.
- 6.4. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture

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additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

- 6.5. Officers shall not intentionally block the BWC’s audio or visual recording functionality to defeat the purposes of this policy.
- 6.6. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

Section 7. Special Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

- 7.1. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- 7.2. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- 7.3. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.
- 7.4. Officers should use their BWCs to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

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Section 8. Downloading and Labeling Data

- 8.1. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to the Hermantown Police Department docking station by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.
- 8.2. Officers shall label the BWC data files at the time of capture or transfer to storage, and should consult with a supervisor if in doubt as to the appropriate labeling. Officers should assign as many of the following labels as are applicable to each file:
- 8.2.1. **Evidence—criminal:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.
- 8.2.2. **Evidence—force:** Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by an officer of this agency of sufficient degree or under circumstances triggering a requirement for supervisory review.
- 8.2.3. **Evidence—property:** Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
- 8.2.4. **Evidence—administrative:** The incident involved an adversarial encounter or resulted in a complaint against the officer.
- 8.2.5. **Evidence—other:** The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.
- 8.2.6. **Training:** The event was such that it may have value for training.
- 8.2.7. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts and unintentionally recorded footage are not evidence.
- 8.3. In addition, officers shall flag each file as appropriate to indicate that it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:
- 8.3.1. Victims and alleged victims of criminal sexual conduct and sex trafficking.

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- 8.3.2. Victims of child abuse or neglect.
- 8.3.3. Vulnerable adults who are victims of maltreatment.
- 8.3.4. Undercover officers.
- 8.3.5. Informants.
- 8.3.6. When the video is clearly offensive to common sensitivities.
- 8.3.7. Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
- 8.3.8. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
- 8.3.9. Mandated reporters.
- 8.3.10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
- 8.3.11. Juveniles who are or may be delinquent or engaged in criminal acts.
- 8.3.12. Individuals who make complaints about violations with respect to the use of real property.
- 8.3.13. Officers and employees who are the subject of a complaint related to the events captured on video.
- 8.3.14. Other individuals whose identities the officer believes may be legally protected from public disclosure.

8.4. Labeling and flagging designations may be corrected or amended based on additional information.

Section 9. Administering Access to BWC Data:

9.1. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

- 9.1.1. Any person or entity whose image or voice is documented in the data.

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- 9.1.2. The officer who collected the data.
- 9.1.3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- 9.2. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
 - 9.2.1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
 - 9.2.2. Some BWC data is classified as confidential (*see* 9.2.3 below).
 - 9.2.3. Some BWC data is classified as public (*see* 9.2.4 below).
- 9.3. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.
- 9.4. **Public data.** The following BWC data is public:
 - 9.4.1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
 - 9.4.2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
 - 9.4.3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted, if practicable. In addition, any data on undercover officers must be redacted.
 - 9.4.4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

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9.5. **Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to the responsible authority, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

9.5.1. An individual shall be provided with access and allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:

9.5.1.1. If the data was collected or created as part of an active investigation.

9.5.1.2. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.

9.5.2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:

9.5.2.1. Data on other individuals in the recording who do not consent to the release must be redacted.

9.5.2.2. Data that would identify undercover officers must be redacted.

9.5.2.3. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

9.6. **Access by peace officers and law enforcement employees.** No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:

9.6.1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.

9.6.2. Agency personnel shall document their reasons for accessing stored BWC data in the manner provided within the database at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.

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9.6.3. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

9.7. **Other authorized disclosures of data.** Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individual identities that are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

9.7.1. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.

9.7.2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

Section 10. Data Security Safeguards

10.1. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency BWC data.

10.2. Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the chief or the chief's designee.

10.3. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

Section 11. Agency Use of Data

11.1. At least once a month, supervisors will randomly review BWC usage by each officer to whom a BWC is issued or available for use, to ensure compliance with this policy.

11.2. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.

11.3. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.

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11.4. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

Section 12. Data Retention

- 12.1. All BWC data shall be retained for a minimum period of ninety (90) days. There are no exceptions for erroneously recorded or non-evidentiary data.
- 12.2. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- 12.3. Certain kinds of BWC data must be retained for six years:
- 12.3.1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
- 12.3.2. Data documenting circumstances that have given rise to a formal complaint against an officer.
- 12.4. Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- 12.5. Subject to Section 12.6 below, all other BWC footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after ninety (90) days.
- 12.6. Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to one hundred eighty (180) days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- 12.7. The department shall maintain an inventory of BWC recordings having evidentiary value.
- 12.8. The department will post this policy, together with a link to its Records Retention Schedule, on its website.

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Section 13. Compliance

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

DATE: April 21, 2022

Meeting Date: 05/02/2022

SUBJECT: Body Worn Camera / Taser
Purchase

Agenda Item: 12-F

Resolution: 2022-59



REQUESTED ACTION

The Chief of Police recommends approving the purchase of Body Worn Cameras “BWCs” as well as a purchase to upgrade our currently outdated Tasers.

BACKGROUND

The Hermantown Police Department has been working on purchasing Body Worn Cameras for some time. The use of BWCs by law enforcement throughout the United States and the State of Minnesota has become an expectation in recent years. The use of BWCs by law enforcement has been proven as a de-escalation tool as well as an excellent evidence collection tool for agencies. In addition to these benefits, administration believes that accurate documentation of police / citizen contacts will be useful for training and complain resolution purposes.

SOURCE OF FUNDS (if applicable)

101-421100-240 \$10,000
101-421100-580 \$32,000
245-421100-580 \$129,447.03

ATTACHMENTS

Resolution
Quote
Quote Details
Master Service Agreement

Resolution No. 2022-59

**RESOLUTION RECEIVING QUOTATIONS AND AWARDING
CONTRACT FOR THE PURCHASE OF BWCS FROM AXON ENTERPRISE, INC. IN
THE TOTAL CONTRACT AMOUNT OF \$171,447.03**

WHEREAS, the City of Hermantown (“City”) desires to obtain body worn cameras, tasers, data storage and related services (“BWCs”) for use by its Police Department for the next five (5) years; and

WHEREAS, City has received a grant funded by the Bureau of Justice Assistance in the amount of \$32,000 to implement BWCs; and

WHEREAS, City took public comment a public hearing on May 2, 2022, and by email and mail as required by Minnesota Statutes § 626.8473, Subd. 2, with respect to the purchase of BWCs; and

WHEREAS, City has duly solicited quotes with respect to the purchase of BWCs; and

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

WHEREAS, City reviewed the quotes and found the quote of Axon Enterprises, Inc. (“Axon”) to be the lowest to deliver the BWCs within the stated time period; and

WHEREAS, a copy of the proposal of Axon is attached hereto as Exhibit B; and

WHEREAS, a Master Services Agreement that will cover the services described in the proposal with Axon is attached hereto as Exhibit C; and

WHEREAS, on the basis of such review, the City Administrator and City staff have recommended that the quote of Axon be approved and that Axon be awarded the contract for the BWCs; 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 body worn cameras to Axon; and

WHEREAS, the City Council desires to accept the recommendation of and the City Administrator and City staff approve the award of the contract to Axon.

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

1. Axon is hereby found, determined and declared to be the lowest responsible quoter for purchase of BWCs.

2. The quote of Axon in the total amount of \$171,447.03 for the purchase of BWCs is hereby accepted.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

Exhibit A

Body Worn Cameras and Tasers Quotes

1. Minnesota State Contract
T-733(5)
5% discount for 1 -50 units
2. Sourcewell Purchasing Cooperative
Axon #010720
1% off of MSRP
3. Axon Direct Purchase
\$171,447.04
Account No. 109902
8% discount



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-367143-44675.034TC

Issued: 04/23/2022

Quote Expiration: 05/15/2022

EST Contract Start Date: 07/01/2022

Account Number: 109902

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-5111 Maple Grove Rd 5111 Maple Grove Rd Hermantown, MN 55811-3605 USA	Hermantown Police Dept. - MN 5111 Maple Grove Rd Hermantown, MN 55811-3605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joshua Theodorakis Phone: Email: jtheodorakis@axon.com Fax:	Jim Crace Phone: (218) 729-1200 Email: crace@hermantownmn.com Fax:

Program Length	60 Months
TOTAL COST	\$171,447.03
ESTIMATED TOTAL W/ TAX	\$171,447.03

Bundle Savings	\$51,722.38
Additional Savings	\$3,789.76
TOTAL SAVINGS	\$55,512.14

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1 BWC	Jun, 2022	\$171,447.03

Quote Details

Bundle Summary

Item	Description	QTY
Core+	2021 Core+	12
CoreBWC	2021 Core BWC	4
ProLicense	Pro License Bundle	3
DynamicBundle	Dynamic Bundle	1
T7AO	2021 T7 Cert Add-On (Shared Handles)	4

Bundle: 2021 Core BWC Quantity: 4 Start: 7/1/2022 End: 6/30/2027 Total: 28560 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	4	\$249.00	9.47%	\$0.00	\$225.41	\$901.64
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	4	\$11.67	9.47%	\$0.00	\$10.56	\$2,535.46
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$39.00	9.47%	\$0.00	\$35.31	\$8,473.27
Respond License	73449	RESPOND LICENSE FOR AB3	4	\$5.00	9.47%	\$0.00	\$4.53	\$1,086.32
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$24.00	9.47%	\$0.00	\$21.73	\$5,214.32
Auto Tagging	73682	AUTO TAGGING LICENSE	4	\$9.00	9.47%	\$0.00	\$8.15	\$1,955.37
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	4	\$755.00	9.47%	\$0.00	\$683.47	\$2,733.90
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	4	\$790.00	9.47%	\$0.00	\$715.16	\$2,860.63
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	\$0.40	9.47%	\$0.00	\$0.36	\$260.72
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	8	\$1.00	9.47%	\$0.00	\$0.91	\$7.24
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	\$699.00	9.47%	\$0.00	\$632.78	\$2,531.12
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Pro License Bundle Quantity: 3 Start: 7/1/2022 End: 6/30/2027 Total: 7020 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	\$39.00	0.00%	\$0.00	\$39.00	\$7,020.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	9	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle Quantity: 1 Start: 7/1/2022 End: 6/30/2027 Total: 20186.95 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	0.00%	\$0.00	\$2,750.00	\$2,750.00
Other	100165	UNLIMITED 3RD-PARTY STORAGE	19	\$15.00	4.29%	\$0.00	\$14.36	\$16,366.58
Other	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	4	\$84.24	5.00%	\$0.00	\$80.03	\$320.11
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$789.75	5.00%	\$0.00	\$750.26	\$750.26

Bundle: 2021 Core+ Quantity: 12 Start: 7/1/2022 End: 6/30/2027 Total: 111480.06 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	12	\$249.00	28.41%	\$0.00	\$178.25	\$2,139.06
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$21.00	28.41%	\$0.00	\$15.03	\$1,804.02
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	12	\$11.67	28.41%	\$0.00	\$8.35	\$6,015.13
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$39.00	28.41%	\$0.00	\$27.92	\$20,101.97
Respond License	73449	RESPOND LICENSE FOR AB3	12	\$5.00	28.41%	\$0.00	\$3.58	\$2,577.18
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$1,610.00	28.41%	\$0.00	\$1,152.57	\$2,305.14
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$24.00	28.41%	\$0.00	\$17.18	\$12,370.44
Auto Tagging	73682	AUTO TAGGING LICENSE	12	\$9.00	28.41%	\$0.00	\$6.44	\$4,638.92
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	12	\$755.00	28.41%	\$0.00	\$540.49	\$6,485.89
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	12	\$790.00	28.41%	\$0.00	\$565.55	\$6,786.56
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$1,685.00	28.41%	\$0.00	\$1,206.26	\$2,412.52
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	36	\$0.40	28.41%	\$0.00	\$0.29	\$618.52
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	24	\$1.00	28.41%	\$0.00	\$0.72	\$17.18
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	12	\$5.00	28.41%	\$0.00	\$3.58	\$2,577.18
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	\$38.95	28.41%	\$0.00	\$27.88	\$1,003.81
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE	36	\$38.95	28.41%	\$0.00	\$27.88	\$1,003.81

		QUARTERS (12-DEGREE) NS						
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	12	\$1,810.00	42.22%	\$0.00	\$1,045.75	\$12,548.96
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$50.23	28.41%	\$0.00	\$35.96	\$431.51
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$50.23	28.41%	\$0.00	\$35.96	\$431.51
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	28.41%	\$0.00	\$3.58	\$214.76
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.95	28.41%	\$0.00	\$113.07	\$113.07
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$78.98	28.41%	\$0.00	\$56.54	\$56.54
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	14	\$90.56	28.41%	\$0.00	\$64.83	\$907.62
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	24	\$38.95	28.41%	\$0.00	\$27.88	\$669.21

Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	12	\$2.50	28.41%	\$0.00	\$1.79	\$1,288.59
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	28.41%	\$0.00	\$1,073.82	\$1,073.82
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	28.41%	\$0.00	\$31.43	\$31.43
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	28.41%	\$0.00	\$7.48	\$7.48
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	12	\$699.00	28.41%	\$0.00	\$500.40	\$6,004.82
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	14	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	14	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2	\$1,495.00	28.41%	\$0.00	\$1,070.24	\$2,140.49
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Other	80395	EXT WARRANTY, TASER 7 HANDLE	12	\$6.58	28.41%	\$0.00	\$4.71	\$2,769.78
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	14	\$0.44	28.41%	\$0.00	\$0.31	\$216.08
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.58	28.41%	\$0.00	\$4.71	\$230.81
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	12	\$84.24	28.41%	\$0.00	\$60.31	\$723.67
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$43.90	28.41%	\$0.00	\$31.43	\$62.85

Bundle: 2021 T7 Cert Add-On (Shared Handles) Quantity: 4 Start: 7/1/2022 End: 6/30/2027 Total: 4200.03 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.95	43.99%	\$0.00	\$21.81	\$261.78
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.95	43.99%	\$0.00	\$21.81	\$261.78
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$50.23	43.99%	\$0.00	\$28.13	\$112.53
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$50.23	43.99%	\$0.00	\$28.13	\$112.53
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52

		DEGREE) NS						
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	\$38.95	43.99%	\$0.00	\$21.81	\$174.52
Duty Cartridge Replenishment Plan	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	4	\$2.50	43.99%	\$0.00	\$1.40	\$336.04
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	4	\$5.00	43.99%	\$0.00	\$2.80	\$672.09

INDIVIDUAL ITEMS								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
							Total:	0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/23/2022



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

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7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 Public Records.

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Axon understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Axon agrees to:

- 19.1** keep and maintain public records in Axon's possession or control in connection with Axon's performance under this Agreement. Axon additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- 19.2** ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to Agency.
- 19.3** upon request from Agency custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 19.4** Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by Vendor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

Any compensation due to Axon shall be withheld until all records are received as provided herein. Axon's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Agency.

IF AXON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AXON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	JOSEPH KAVANAGH, CITY CLERK
Mailing address:	5790 Margate Blvd., Margate, FL 33063
Telephone number:	954-935-5327
Email:	jjkavanagh@margatefl.com

20 Scrutinized Companies.

Axon certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, Axon agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the Agency may immediately terminate this agreement, for cause, if Axon, its affiliates, or its subcontractors are found to have submitted a false certification; or if Axon, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

21 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section



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768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

22 **Counterparts and Multiple Originals.**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

23 **General.**

23.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

23.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

23.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

23.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

23.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

23.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

23.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

23.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

23.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

23.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

23.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

23.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: Cale Curtis

Title: City Manager

Date: _____

Agency

Signature: _____

Name: Arlene Schwartz

Title: Mayor, City of Margate, FL

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Department: Legal

Version: 12.0

Release Date: 12/18/2020



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “**ACEIP Purposes**”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content (“Use Case”). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency’s deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 4 **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included



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<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

5 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for

the Axon Devices (“**User Documentation**”). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed (“**Installation Site**”) per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 11** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 12** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes “**Duty Cartridge Replenishment Plan**”, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “**Training Content**”), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police



DATE: April 21, 2022

Meeting Date: 05/02/2022

SUBJECT: Squad Camera Purchase

Agenda Item: 12-G

Resolution: 2022-60

REQUESTED ACTION

The Chief of Police recommends approving the purchase of AXON Squad Cameras, otherwise referred to as “AXON Fleet”.

BACKGROUND

The Hermantown Police Department has deployed Squad Cameras for the past decade. These cameras have a normal life of five years and our current squad camera technology is getting old and is past end of life. Since we are in the process of adding Body Worn Cameras to our department, it makes good sense to purchase squad cameras that will interface with the BWCs and Tasers seamlessly to effectively capture and document police citizen interactions. The AXON Fleet package will replace our aging squad cameras and integrate with BWCs as they are from the same vendor and work on the same framework.

SOURCE OF FUNDS (if applicable)

101-421100-240 \$21,011.24

245-421100-580 \$70,552.96

ATTACHMENTS

Resolution

Quote

Quote Details

Master Service Agreement is attached under Resolution 2022-59 (same agreement for both)

Resolution No. 2022-60

RESOLUTION RECEIVING QUOTATIONS AND AWARDING CONTRACT FOR THE PURCHASE OF FLEET VIDEO AND RELATED ACCESSORIES FROM AXON ENTERPRISE, INC. IN THE TOTAL CONTRACT AMOUNT OF \$91,564.20

WHEREAS, the City of Hermantown (“City”) desires to obtain fleet video, storage and related accessories (“Fleet Video”) for use by its Police Department for the next five (5) years; and

WHEREAS, City has duly solicited quotes with respect to the purchase of Fleet Video; and

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

WHEREAS, City reviewed the quotes and found the quote of Axon Enterprise, Inc. (“Axon”) to be the lowest quote to deliver the Fleet Video within the stated time period; and

WHEREAS, a copy of the proposal of Axon is attached hereto as Exhibit B; and

WHEREAS, a Master Services Agreement that will cover the services described in the proposal with Axon is attached hereto as Exhibit C; and

WHEREAS, on the basis of such review, the City Administrator and City staff have recommended that the quote of Axon be approved and that Axon be awarded the contract for the Fleet Video; 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 Fleet Video to Axon; and

WHEREAS, the City Council desires to accept the recommendation of and the City Administrator and City staff approve the award of the contract to Axon.

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

1. Axon is hereby found, determined and declared to be the lowest responsible quoter for purchase of Fleet Video.
2. The quote of Axon in the total amount of \$91,564.20 for the purchase of Fleet Video is in accordance with the quotes is hereby accepted.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted May 2, 2022.

Exhibit A
Fleet Video Quotes

1. Minnesota State Contract
P-994(5)
5% discount for 1 – 50 units

2. Sourcewell Purchasing Cooperative
Axon # 010720
1% off MSRP

3. Axon Direct Purchase
\$91,564.20
8% discount



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-370067-44675.036TC

Issued: 04/23/2022

Quote Expiration: 05/15/2022

EST Contract Start Date: 03/01/2023

Account Number: 109902

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-5111 Maple Grove Rd 5111 Maple Grove Rd Hermantown, MN 55811-3605 USA	Hermantown Police Dept. - MN 5111 Maple Grove Rd Hermantown, MN 55811-3605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joshua Theodorakis Phone: Email: jtheodorakis@axon.com Fax:	Jim Crace Phone: (218) 729-1200 Email: crace@hermantownmn.com Fax:

Program Length	60 Months
TOTAL COST	\$91,564.20
ESTIMATED TOTAL W/ TAX	\$91,564.20

Bundle Savings	\$18,757.43
Additional Savings	\$9,055.81
TOTAL SAVINGS	\$27,813.24

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Feb, 2023	\$91,564.20

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B	Fleet 3 Basic	13

Bundle: Fleet 3 Basic Quantity: 13 Start: 3/1/2023 End: 2/29/2028 Total: 91564.2 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Storage	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$17.00	23.30%	\$0.00	\$13.04	\$20,341.22
E.com License	80400	FLEET, VEHICLE LICENSE	13	\$20.00	23.30%	\$0.00	\$15.34	\$11,965.42
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$2,405.00	23.30%	\$0.00	\$1,844.67	\$23,980.70
SIM	72048	FLEET SIM INSERTION, ATT	13	\$15.00	23.30%	\$0.00	\$11.51	\$149.57
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$1,249.00	23.30%	\$0.00	\$958.00	\$12,454.01
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$249.00	23.30%	\$0.00	\$190.99	\$2,482.83
Other	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	13	\$25.00	23.30%	\$0.00	\$19.18	\$249.28
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$1,200.00	23.30%	\$0.00	\$920.42	\$11,965.42
Axon Signal Unit	70112	AXON SIGNAL UNIT	13	\$279.00	23.30%	\$0.00	\$214.00	\$2,781.96
Other	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	13	\$25.00	23.30%	\$0.00	\$19.18	\$249.28
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$8.96	23.30%	\$0.00	\$6.87	\$4,377.75
Other	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$1.16	23.30%	\$0.00	\$0.89	\$566.76

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/23/2022

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Hermantown Police Dept. - MN the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.