



Hermantown City Council Meeting – June 6, 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=Mm5Wb0k2VWFkWFJsVy9GL0lQ2cyZz09>

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, June 6, 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 June 6, 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, June 6, 2022 at 4:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
 - A. **Correspondence** 22-55 through 22-60 placed on file
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. **Minutes** - Approval or correction of May 16, 2022 City Council Continuation Minutes
 - B. **Minutes** - Approval or correction of May 18, 2022 Joint HEDA and City Council Meeting Minutes
 - C. **Accounts Payable** – Approve general city warrants from May 16, 2022 through May 31, 2022 in the amount of \$483,051.65
10. **MOTIONS**
11. **ORDINANCES**

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

- A. 2022-71** Resolution Authorizing And Directing Mayor And City Clerk To Enter Into A Master Partnership Contract Between The State Of Minnesota Department Of Transportation And City Of Hermantown
- (motion, roll call)
- B. 2022-72** Resolution Approving St. Louis County's Sap No. 069-656-020 CP No. 0056-493050 County State-Aid Highway No. 56 (Morris Thomas Road) Within The City Of Hermantown Corporate Limits
- (motion, roll call)
- C. 2022-73** Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,600 Square Feet In The R-1 Zoning District At 4282 Westwood Road And Imposing Conditions Thereon
- (motion, roll call)
- D. 2022-74** Resolution Approving Preliminary And Final Planned Unit Development For Red Tail Hawk Development
- (motion, roll call)
- E. 2022-75** Resolution Approving A Special Use Permit For The Construction Of Two - Two-Family Homes (4 Units Total) Within A Recreational Shoreland Area
- (motion, roll call)
- F. 2022-76** Resolution Approving A Special Use Permit For The Construction Of Two - Two-Family Homes And Four Single Family Homes (8 Units Total) In A R-3 Residential Zoning District And Within A Natural Environment Shoreland Area
- (motion, roll call)
- G. 2022-77** Resolution Approving Preliminary Planned Unit Development For The Keene Creek Trail Subdivision Development
- (motion, roll call)
- H. 2022-78** Resolution Approving Preliminary Plat Of Keene Creek Trail Subdivision And Imposing Conditions On Submittal Of The Final Plat
- (motion, roll call)

- I. **2022-79** Resolution Receiving Proposals And Awarding Engineering Contract For Design And Construction Engineering To Replace Bridge 7724 Crossing Rocky Run Creek At Hermantown Road In The Amount Not To Exceed \$155,747.

(motion, roll call)

13. CLOSED SESSION

14. RECESS

Date: June 1, 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>
5/20/2022	22-55	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Glen Rudolph, SUP 4282 Westwood Rd.	5/17/2022
5/20/2022	22-56	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jay Zierden/Zierden Builders, Prelim & Final PUD, Red Tail Hawk Addition	5/17/2022
5/20/2022	22-57	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jay Zierden/Zierden Builders, SUP, Red Tail Hawk Addition	5/17/2022
5/20/2022	22-58	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jay Zierden/Zierden Builders, PUD, Morris Thomas & Okerstrom Roads	5/17/2022
5/20/2022	22-59	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jay Zierden/Zierden Builders, Prelim Plat, Morris Thomas & Okerstrom Roads	5/17/2022
5/20/2022	22-60	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jay Zierden/Zierden Builders, SUP, Morris Thomas & Okerstrom Roads	5/17/2022

CITY OF HERMANTOWN
CITY COUNCIL MEETING
May 16, 2022
6:30 p.m.

MEETING CONDUCTED IN PERSON & VIA ZOOM

PLEDGE OF ALLEGIANCE

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

CITY STAFF: Eric Johnson; Community Development Director; Joe Wicklund, Communications Manager; Kevin Orme, Director of Finance & Administration; David Bolf, City Engineer; Gunnar Johnson, City Attorney

ABSENT: Councilor Peterson

VISITORS: 6

ANNOUNCEMENTS

PUBLIC HEARING

COMMUNICATIONS

Communications 22-50 through and including 22-54 were read and placed on file.

PRESENTATIONS

Clifton Larsen and Allen presented on the 2021 Audit.

Dante Tomassoni, P&R Companies, presented on Housing and Tax Increment Financing.

PUBLIC DISCUSSION

CONSENT AGENDA

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

- A. Approve May 2, 2022 City Council Continuation Minutes
- B. Approve general city warrants from May 1, 2022 through May 15, 2022 in the amount of \$324,255.10
- C. Motion to approve/deny a new Massage Therapist License Application for the following effective May 17, 2022 through December 31, 2022 contingent upon complete applications being received:

The Well Co.

Matthew Waite

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

ORDINANCES

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

Second Reading

Motion made by Councilor Geissler, seconded by Councilor Nelson, to adopt Ordinance 2022-05, An Ordinance Establishing Airport Zoning Overlay Safety Zones And Adopting Regulations. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

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

Second Reading

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Ordinance 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.

Joe Peterson, 4240 Washington Drive, explained the background of the request and spoke in support of this Ordinance.

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

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

Second Reading

Motion made by Councilor Geissler, seconded by Councilor Hauschild, to adopt Ordinance 2022-07, An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway). Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

RESOLUTIONS

2022-61 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A Cooperation Agreement Regarding The Duluth International Airport Joint Airport Zoning Board And The Duluth International Airport Zoning Ordinance

Motion made by Councilor Hauschild, seconded by Councilor Nelson, to adopt Resolution 2022-61 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A Cooperation Agreement Regarding The Duluth International Airport Joint Airport Zoning Board And The Duluth

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

2022-62 Resolution Authorizing A Summary Of An Ordinance Establishing Airport Zoning Overlay Safety Zones And Adopting Regulations, Of The Hermantown Zoning Code

Motion made by Councilor Nelson, seconded by Councilor Geissler, to adopt Resolution 2022-62 Resolution Authorizing A Summary Of An Ordinance Establishing Airport Zoning Overlay Safety Zones And Adopting Regulations, Of The Hermantown Zoning Code. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-63 Resolution Providing A Grant To The Hermantown Area Hockey Association

Motion made by Councilor Hauschild, seconded by Councilor Nelson, to adopt Resolution 2022-63 Resolution Providing A Grant To The Hermantown Area Hockey Association. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-64 Resolution Approving Cooperative Agreement With St. Louis County CP 0091-681361 Construction Of Haines Road Frontage Road Within The City Of Hermantown Corporate Limits

Motion made by Councilor Geissler, seconded by Councilor Nelson, to adopt Resolution 2022-64 Resolution Approving Cooperative Agreement With St. Louis County CP 0091-681361 Construction Of Haines Road Frontage Road Within The City Of Hermantown Corporate Limits. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-65 Resolution Approving St. Louis County's Sap No. 069-070-057 CP NO. 0013-5330285 County State-Aid Highway No. 13 (Midway Road) Within The City Of Hermantown Corporate Limits

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Resolution 2022-65 Resolution Approving St. Louis County's Sap No. 069-070-057 CP NO. 0013-5330285 County State-Aid Highway No. 13 (Midway Road) Within The City Of Hermantown Corporate Limits. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-66 Resolution Approving A First Amendment To The Final Plat Of Peyton Acres Phase 1B And Imposing Conditions On The Final Plat

Motion made by Councilor Geissler, seconded by Councilor Hauschild, to adopt Resolution 2022-66 Resolution Approving A First Amendment To The Final Plat Of Peyton Acres Phase 1B And Imposing Conditions On The Final Plat.

Jason Warner, 3971 Stebner Road, inquired about the order of development regarding the stormwater improvements in Phase 1B.

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

2022-67 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The Tower And Ground Lease Agreement Between The City Of Hermantown And T-Mobile Central LLC

Motion made by Councilor Hauschild, seconded by Councilor Geissler, to adopt Resolution 2022-67 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The Tower And Ground Lease Agreement Between The City Of Hermantown And T-Mobile Central LLC. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-68 Resolution Approving Pay Request Number 1 For Reconditioning Of Highway 53 Water Tower (Water Improvement District No. 318) To Osseo Construction Co. LLC In The Amount Of \$57,712.50

Motion made by Councilor Geissler, seconded by Councilor Nelson, to adopt Resolution 2022-68 Resolution Approving Pay Request Number 1 For Reconditioning Of Highway 53 Water Tower (Water Improvement District No. 318) To Osseo Construction Co. LLC In The Amount Of \$57,712.50. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

2022-69 Resolution Awarding Contract For One Ton Pickup Truck To North Country GM In The Amount Of \$50,235 Plus Applicable Taxes And Fees

Motion made by Councilor Nelson, seconded by Councilor Hauschild, to adopt Resolution 2022-69 Resolution Awarding Contract For One Ton Pickup Truck To North Country GM In The Amount Of \$50,235 Plus Applicable Taxes And Fees. Roll Call: Councilors Geissler, Hauschild, Nelson, Mayor Boucher, aye. Councilor Peterson, absent. Motion carried.

Motion made by Councilor Geissler, seconded by Nelson, at 7:02 p.m. to recess meeting to a special meeting on Wednesday, May 18th at 5pm. Motion carried.

Mayor

ATTEST:

City Clerk

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

May 18, 2022

5:00 p.m.

JOINT MEETING OF CITY COUNCIL AND HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY - MEETING CONDUCTED IN PERSON

ROLL CALL: Commissioners Geissler, Nelson, Peterson, Ronchetti

CITY STAFF: John Mulder, City Administrator; Eric Johnson, Community Development Director; Steve Overom, Attorney

ABSENT: Commissioners Haapanen, Hauschild, Mayor Boucher

VISITORS: Heidi Timm-Bijold

City Council Motion made by Councilor Peterson, seconded by Councilor Nelson to combine the City Council meeting with the HEDA meeting. Motion carried on a voice vote. Councilor Hauschild, Mayor Boucher absent.

HEDA Motion made by Commissioner Peterson, seconded by Commissioner Nelson to combine the City Council meeting with the HEDA meeting. Motion carried on a voice vote. Commissioners Haapanen, Hauschild, Mayor Boucher absent.

MINUTES

Motion made by Commissioner Peterson, seconded by Commissioner Nelson, to approve the March 23, 2022 HEDA Minutes. Motion carried on a voice vote. Commissioners Haapanen, Hauschild, Mayor Boucher, absent.

RESOLUTIONS – CITY COUNCIL

A. RESOLUTION 2022-70 Resolution Calling For A Public Hearing On Proposed Tax Abatement Program For The Pillars Of Hermantown Senior Living Project And Calling For A Public Hearing On An Amended Business Subsidy Policy And Calling For A Public Hearing On Proposed Business Subsidy Agreement

Motion made by Councilor Peterson, seconded by Councilor Nelson to adopt Resolution 2022-70 Calling For A Public Hearing On Proposed Tax Abatement Program For The Pillars Of Hermantown Senior Living Project And Calling For A Public Hearing On An Amended Business Subsidy Policy And Calling For A Public Hearing On Proposed Business Subsidy Agreement. Motion carried on a voice vote. Councilor Hauschild, Mayor Boucher absent.

RESOLUTIONS – HEDA

A. RESOLUTION 2022-04H Resolution Calling For A Public Hearing On Proposed Amendment To The Hermantown Business Subsidy Policy And A Public Hearing On A Proposed Business Subsidy Agreement

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

May 18, 2022

5:00 p.m.

Motion made by Commissioner Ronchetti, seconded by Commissioner Nelson to adopt Resolution 2022-04H Calling For A Public Hearing On Proposed Amendment To The Hermantown Business Subsidy Policy And A Public Hearing On A Proposed Business Subsidy Agreement. Motion carried on a voice vote. Commissioners Haapanen, Hauschild, Mayor Boucher absent.

Motion made by Councilor Nelson, seconded by Councilor Peterson to recess the City Council until June 6, 2022. Motion carried on a voice vote. Councilor Hauschild, Mayor Boucher absent.

HEDA AGENDA

A. RESOLUTION 2022-3H Resolution Approving The Proposal From Townsquare Media For A Three Month Digital Marketing Campaign

Motion made by Commissioner Peterson, seconded by Commissioner Nelson to adopt Resolution 2022-03H Approving the proposal from Townsquare Media for a three month digital marketing campaign for The Total Consideration of \$10,000. Motion carried on a voice vote. Commissioners Haapanen, Hauschild, Mayor Boucher absent.

WORK SESSION

- A. Update on Hwy 53 Business Park:** Heidi Timm-Bijold provided an update on the business park work to date. An on-site investigation was conducted by Braun and Eric Johnson as part of the phase 1 work. The next step will be to bring equipment on site to conduct soil borings as part of the phase 2 work.

Heidi stated that she and Eric Johnson will be working on an Alternative Urban Areawide Review (AUAR) request for proposals with the goal of having this sent to planning/environmental firms in the next few weeks to solicit information and projected costs. HEDA will bear the initial cost of the AUAR with the goal of recouping a portion of the cost from the benefitting property owner(s).

Heidi also informed the board of the meeting between staff and the property owners on May 12, 2022. The meeting was successful as the property owners were generally supportive of the idea of an overall business park concept. Future meetings with this group will continue to occur.

- B. Update on Comprehensive Planning Process:** Eric Johnson informed the HEDA board that the City received proposals from TKDA, WSB, HKGI and SRF. The next step is to conduct interviews with the applicants. Staff is currently working on members of the interview committee. He also informed the board that there will be a steering committee/task force of 8-10 people formed as part of the process. There is the opportunity for 1-2 members of HEDA to be on this committee.

Motion made by Commissioner Peterson, seconded by Commissioner Ronchetti to close the Regular meeting of the Hermantown Economic Development at 5:43 p.m. and go into a closed

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

May 18, 2022

5:00 p.m.

Session pursuant to the following statute and stated reason: Minnesota Statutes §§ 13D.05, subd. 3(c)(1) and 13D.05, subd. 3(c)(3) to develop and consider an offer or counteroffer for the sale of real property located 4818 Maple Grove Road within the City of Hermantown. Motion carried on a voice vote. Commissioners Haapanen, Hauschild, Mayor Boucher absent.

Motion made by Commissioner Peterson, seconded by Commissioner Nelson to return to open session. Motion carried. Commissioners Haapanen, Hauschild, Mayor Boucher absent.

Next meeting scheduled for Wednesday, June 8th, 5:00 p.m.

RECESS

Motion made by Commissioner Nelson, seconded by Commissioner Peterson to recess at 6:15 p.m. Motion carried.

Recorded by:

Eric Johnson, Community Development Director

CITY OF HERMANTOWN

CHECKS #68736-68822
05/16/2022-05/31/2022

PAYROLL CHECKS

Electronic Checks - #-69367-69408 \$79,544.22

Electronic Checks - #-69355-69361 \$3,572.97

LIABILITY CHECKS

Electronic Checks - #-69352-39354 \$683.02

Electronic Checks - #-69362-69366 \$61,102.99

Check - #-68786-68791 \$4,430.10

PAYROLL EXPENSE TOTAL \$149,333.30

ACCOUNTS PAYABLE

Check - #-68736-68785 \$147,284.74

Check - #-68792-68822 \$121,459.32

Electronic Payments #-99751-99762 \$64,974.29

ACCOUNTS PAYABLE TOTAL \$333,718.35

TOTAL \$483,051.65

5/26/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	April 22 Locates	35.64	-99762
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	April 22 Locates	53.46	-99762
602	494500	Sewer Maintenance	SJE-RHOMBUS, INC.	SCADA Monitoring April-June 20	1,264.50	-99761
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets PW	109.02	-99760
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	190.78	-99760
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets PW	143.08	-99760
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,365.71	-99760
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets PW	190.78	-99760
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets PW	47.69	-99760
101	419901	City Hall & Police Building Maintenance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	2.40	-99759
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	2.05	-99759
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	3.62	-99759
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	5.43	-99759
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	15.00	-99759
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	19.67	-99759
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	31.95	-99759
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 05/22	2.75	-99759
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	274.82	-99759
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica April	96.00	-99758
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	7,569.50	-99757
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	1,042.84	-99757
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	61.76	-99757
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	198.80	-99757
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	341.68	-99757
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	555.88	-99757
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	930.37	-99757
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	213.55	-99757
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	298.97	-99757
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	1,137.11	-99757
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Stracek	154.88	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	346.68	-99756
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	91.60	-99756
101	415300	Administration & Finance	FIRST BANKCARD	Apr First Bankcard Mulder	890.04	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Orme	766.46	-99756
101	415300	Administration & Finance	FIRST BANKCARD	Apr First Bankcard Mulder	575.00	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	76.00	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Leibel	14.46	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Ross	152.50	-99756

5/26/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Orme	229.00	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Esterbrooks	1,570.22	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Pfeiffer	38.70	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Pfeiffer	86.60	-99756
101	415300	Administration & Finance	FIRST BANKCARD	Apr First Bankcard Mulder	5.87	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	45.00	-99756
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Orme	42.06	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Ross	34.26	-99756
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	3.25	-99756
275	452200	Community Building	FIRST BANKCARD	Apr First Bankcard Orme	1,253.16	-99756
101	415300	Administration & Finance	FIRST BANKCARD	Apr First Bankcard Orme	9.74	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Orme	327.84	-99756
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Apr First Bankcard Orme	81.96	-99756
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	3.25	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Crace	30.00	-99756
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	16.80	-99756
230	465100	HEDA	FIRST BANKCARD	Apr First Bankcard Mulder	57.76	-99756
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Apr First Bankcard Orme	191.62	-99756
101	452100	Parks	FIRST BANKCARD	Apr First Bankcard Senst	665.90	-99756
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	25.24	-99756
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	137.40	-99756
275	452200	Community Building	FIRST BANKCARD	Apr First Bankcard Orme	1,520.51	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	133.83	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Pernu	133.18	-99756
101	419100	Community Development	FIRST BANKCARD	Apr First Bankcard Orme	453.14	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	32.62	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Esterbrooks	39.00	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Gunderson	20.00	-99756
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Dwyer	9.24	-99756
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Heinbuch	113.85	-99756
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	1,092.00	-99755
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	450.00	-99755
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	167.43	-99754
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	824.42	-99754
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	795.85	-99754
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	6,783.56	-99754
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	972.71	-99754
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	397.39	-99753

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	452200	Community Building	MN POWER	0606881181 Community Bldg	584.28	-99753
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	301.89	-99753
275	452200	Community Building	MN POWER	3481871314 EWC Garage	276.18	-99753
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	730.45	-99753
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	12,120.35	-99753
101	452100	Parks	MN POWER	7463700000 Little Leagues	18.44	-99753
101	452100	Parks	MN POWER	0606881181 Parks	207.80	-99753
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	185.33	-99753
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	747.96	-99753
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	464.36	-99753
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	839.30	-99753
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	2,665.62	-99753
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	32.10	-99753
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	114.18	-99753
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	123.56	-99753
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	18.95	-99753
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	92.62	-99753
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	484.50	-99753
101	431901	City Garage	MN POWER	4971 Lightning Dr	308.89	-99753
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	1,704.25	-99753
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Adapters for workstations-PD	110.49	-99752
602	494500	Sewer Maintenance	VEGA AMERICAS, INC.	Lift Station Radars	4,776.00	-99751
101	419901	City Hall & Police Building Maintenance	ACME TOOLS	Safety Jackets/Glasses	23.59	68736
101	424100	Building Inspection	ACME TOOLS	Safety Jackets/Glasses	11.69	68736
101	415300	Administration & Finance	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Totes	240.00	68737
101	421100	Police Administration	ANGEL ARMOR	Vest-Esterbrooks	1,673.67	68738
101	421100	Police Administration	APPLIED CONCEPTS INC	Radar Cables	748.00	68739
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308946 PUD James Talego	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308947 PUD James Talego	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308999 PUD Amndmnt-TwinPines	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308944 SUP Nascar Towing	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309079 Data Request	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308998-Update PLAT Radar Run	40.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308885-Update-Utility Ext Ag	40.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309045 SUP Accessory Structu	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308998 PLAT Radar Run	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308997 SUP Twin Home Soumis	75.00	68740
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-308943 SUP Miller Creek Lawn	75.00	68740

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Holding Tank-Rose Rd Ball Fiel	250.00	68741
101	431100	Street Department	BW DISTRIBUTING	Vehicle Wash Soap	275.96	68742
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	45.85	68743
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	45.85	68743
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	45.85	68743
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH#2 04/28-05/27/22	79.98	68744
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH#3 04/22-05/21/22	79.98	68744
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68745
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.31	68745
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68745
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68745
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	213.26	68745
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	11.08	68745
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68745
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68745
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68745
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68745
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.76	68745
101	421100	Police Administration	CITY OF DULUTH	Annl Subscription-Records Mgmt	17,796.00	68746
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2021 Audit	2,520.00	68747
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2021 Audit	11,760.00	68747
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2021 Audit	2,520.00	68747
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	68748
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	4/12 - 5/09 Answering	21.42	68749
601	494400	Water Administration and General	CUSTOMER ELATION INC	4/12 - 5/09 Answering	32.13	68749
101	419901	City Hall & Police Building Maintenance	DALCO	Vacuum Tools/Trigger	560.87	68750
101	419901	City Hall & Police Building Maintenance	DALCO	Vacuum Bags	30.42	68750
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Repair Spring PD Garage Door 3	1,581.25	68751
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Clip on Weather Seals	116.00	68751
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Service Radar Counting Unit	57.50	68752
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring CH May 22- Apr 23	600.00	68753
602	494900	Sewer Administration and General	FORUM COMMUNICATIONS	PW Maintenance Worker	253.20	68754
601	494400	Water Administration and General	FORUM COMMUNICATIONS	PW Maintenance Worker	422.00	68754
603	441100	Storm Water	FORUM COMMUNICATIONS	PW Maintenance Worker	168.80	68754
101	431901	City Garage	GREAT LAKES ELECTRICAL EQUIPMENT CO INC	PW Building-Replace exterior I	234.63	68755
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA Ross Peterson	41.25	68756
101	414100	Elections	HERMANTOWN STAR LLC	Election Filings	82.50	68756
101	421100	Police Administration	HOLIDAY COMPANIES	Apr Car Washes	20.00	68757

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	HUNT ELECTRIC CORPORATION	Council Lighting	4,885.00	68758
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Pad/Highlighter	63.49	68759
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Folders	27.12	68759
101	414100	Elections	INTECH SOFTWARE SOLUTIONS, INC.	2022 Elect Subscript/Training/	4,524.00	68760
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	740.25	68761
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,298.81	68761
101	415300	Administration & Finance	JOHN'S TWIN PORTS RECYCLING	Recycling of Fixed Asset Items	215.08	68762
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	Pleated Filter	391.20	68763
101	421100	Police Administration	KOLAR	Vehicle Repair 19 Chev Tahoe	829.86	68764
101	431100	Street Department	KRIS ENGINEERING, INC.	JOMA Plow Edges	6,578.14	68765
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,947.02	68766
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	886.13	68766
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	239.03	68766
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	281.00	68766
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	358.55	68766
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	243.83	68766
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CyldrRent/SafeEnvFee 3/20-4/20	49.66	68767
603	441100	Storm Water	MACQUEEN EQUIPMENT, LLC	Sweeper Rental 5/4/22-5/10/22	3,625.00	68768
101	419901	City Hall & Police Building Maintenance	MENARD INC	Squeegee/Measuring Spoon	27.98	68769
101	452100	Parks	MENARD INC	Plumbing Repair-Rose Rd	33.68	68769
101	419901	City Hall & Police Building Maintenance	MENARD INC	Gloves/Wire/Tools/Drill Bits	107.38	68769
602	494500	Sewer Maintenance	MENARD INC	Headlamps for crew at LS	213.48	68769
101	431100	Street Department	MENARD INC	Washers	1.74	68769
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Pre-Agenda, City Council, Four	1,200.00	68770
601	494400	Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Update Construction Standards	248.00	68770
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Road Feasibility St	560.00	68770
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	480.00	68770
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	320.00	68770
601	494400	Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water System Modeling	650.00	68770
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2314 - 4155 Getchell	320.00	68770
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Design Engineering Services	70.00	68770
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2318 - Engineering Meeting	240.00	68770
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Richard Lindgren - SAP 202-080	959.00	68770
602	494900	Sewer Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Update Construction Standards	248.00	68770
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2339 - Keene Creek LOMR	300.00	68770
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2351 - Data Request 101	160.00	68770
101	214000	Security Deposits Payable	OLSEN, DOUG	DW Refund-4063&4065 Ugstad Rd	250.00	68771
245	419100	Community Development	OVEROM LAW, PLLC	Comprehensive Plan - 2022	264.00	68772

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	465200	Community Development	OVEROM LAW, PLLC	Construction Manager at Risk M	231.00	68772
101	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Peyton Acres Development Matte	60.00	68772
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Oppidan Development	1,912.50	68772
601	494300	Water Distribution	OVEROM LAW, PLLC	Water Meter Access at 3645 Hai	939.00	68772
230	465100	HEDA	OVEROM LAW, PLLC	2021 Recreation Facility	1,189.50	68772
601	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	T-Mobile Application	1,156.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Damage to Property Claims	1,036.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Hoff/Sydow Development (Engwal	224.00	68772
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown Rd Project	27.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Small Cell Wireless Matters	66.00	68772
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	56.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals and Adju	1,327.50	68772
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue-Lindgren Rd MN	104.00	68772
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	33.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,900.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	132.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Keene Creek Plat Matters	84.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	630.00	68772
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	110.00	68772
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	42.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	2022 Sign Ordinance Amendments	5.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Renaming of City Streets	22.00	68772
101	421100	Police Administration	OVEROM LAW, PLLC	Gale Rachuy Vehicle Claim	220.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	Zierden Okerstrom Road Develop	66.00	68772
402	431150	Street Improvements	OVEROM LAW, PLLC	Ugstad Road Easement Acquisiti	351.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Lightning Strike Insurance Cla	154.00	68772
601	494400	Water Administration and General	OVEROM LAW, PLLC	Water Meter Contract	960.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Right of Way Ordinance Updates	198.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	A-Lign Properties Development	98.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	154.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Tobacco Licensing	165.00	68772
101	421100	Police Administration	OVEROM LAW, PLLC	Body Camera Matters	550.00	68772
101	419100	Community Development	OVEROM LAW, PLLC	DTA Bus Stops	22.00	68772
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Procedures	286.00	68772
101	415300	Administration & Finance	PRO PRINT INC	1,500 #10 Regular Envelopes	205.73	68773
101	431100	Street Department	PRO TIRE	Tire Repair-H26	465.38	68774
101	214000	Security Deposits Payable	RAUSCHENFELS, DAVID	DW Refund-4180 West Pond Rd	250.00	68775
101	421100	Police Administration	SAVVY SNIPER LLC	QD Hardware/Sling Repair	546.50	68776

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Apr 2022	266.52	68777
402	431150	Street Improvements	ST LOUIS COUNTY RECORDERS OFFICE	Independent School Dist. 700	92.00	68778
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	SUP - Soumis	92.00	68778
101	421100	Police Administration	ST LUKES CLINICS	Blood Draws	116.40	68779
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Repair Leaking Unions	609.03	68780
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Boiler Pump Off	180.50	68780
101	452200	Community Building	TELCOLOGIX	May 2022 Maintenance	10.05	68781
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	May 2022 Maintenance	237.85	68781
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	May 2022 Maintenance	70.35	68781
101	431100	Street Department	TELCOLOGIX	May 2022 Maintenance	16.75	68781
603	441100	Storm Water	TENET	Silt Sock-Ditch Hawk Water Twr	112.00	68782
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	April 2022 Bill Print	510.99	68783
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	April 2022 Bill Print	510.99	68783
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	April 2022 Bill Print	511.00	68783
101	415300	Administration & Finance	WICKLUND, JOE	Reimburse for Conference	439.00	68784
101	415300	Administration & Finance	WICKLUND, JOE	Reimburse for Subscriptions	222.18	68784
101	415300	Administration & Finance	WICKLUND, JOE	Reimburse for Food	70.00	68784
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	47,632.00	68785
101	421100	Police Administration	ADVANCED ELECTRONIC DESIGN INC	Rhino Tab	8,324.37	68792
101	421100	Police Administration	APPLIED CONCEPTS INC	Radar Repair	188.25	68793
101	421100	Police Administration	BATTERIES PLUS BULBS	Portable Radio Batteries	1,087.35	68794
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Apr 2022	4,500.00	68795
101	421100	Police Administration	CAPITAL ONE TRADE CREDIT	Fuel Blower	169.00	68796
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68797
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68797
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68797
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	124.72	68797
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	68797
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68797
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68797
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	April Water Charges	70,241.39	68798
101	419901	City Hall & Police Building Maintenance	DALCO	Vacuum Bags	15.21	68799
101	431100	Street Department	DULUTH READY MIX INC	Road Sand	611.40	68800
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Setup Bookmarks and Logins	135.00	68801
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Annual Fire Alarm Certificatio	665.00	68801
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	12" Watermain Repair Bands	767.18	68802
101	452100	Parks	GOODIN COMPANY INC	Gasket for Soccer Water System	23.11	68803
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	107.25	68804

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	KIESLER'S POLICE SUPPLY, INC.	Ammunition	355.90	68805
101	421100	Police Administration	KOLAR	Vehicle Repair 20 Chev Tahoe	1,011.56	68806
601	220100	Refund Payable	LILLIBERG, BENJAMIN	Overpayment on Acct#1028-06	2.68	68807
101	322100	Building Permits	LOWINSKI, JAMES	Overpayment on building permit	7.00	68808
101	424100	Building Inspection	M-R SIGN CO INC	911 Signs (15)	496.30	68809
603	441100	Storm Water	MACQUEEN EQUIPMENT, LLC	Sweeper Rental 5/11/22-5/17/22	3,625.00	68810
101	419901	City Hall & Police Building Maintenance	MENARD INC	Keypad/9V Batteries	62.42	68811
101	452100	Parks	MENARD INC	Plumbing Repair Parts-Rose Rd	65.72	68811
101	452100	Parks	MENARD INC	Garbage Bags/Duct Tape	30.60	68811
101	431901	City Garage	MENARD INC	Bar Clamp	12.73	68811
101	452100	Parks	MENARD INC	Plumbing Repair Parts-Rose Rd	73.43	68811
101	421100	Police Administration	MENARD INC	Brickface	120.96	68811
101	419901	City Hall & Police Building Maintenance	MENARD INC	Wipes/Adapter/Kitchen Sup/Blad	104.58	68811
101	421100	Police Administration	MENARD INC	Brickface/Paver	208.89	68811
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	May 2022 Internet	90.00	68812
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	May 2022 Internet	360.00	68812
601	494300	Water Distribution	MONARCH PAVING COMPANY	Cold Mix/Road Patch	2,287.62	68813
101	431100	Street Department	NAPA AUTO PARTS	Oil Filter - Mower	2.95	68814
101	431100	Street Department	NAPA AUTO PARTS	Oil & Air Filters	140.47	68814
245	465100	HEDA	NORTHSPAN GROUP INC	Business Grant Study ARPA	1,917.00	68815
601	220100	Refund Payable	PETERSON, TAMMY	Overpayment on Acct#0197-03	15.32	68816
101	421100	Police Administration	PETTY CASH	PD - DVS Tabs/Travel/Supplies	46.90	68817
101	421100	Police Administration	PETTY CASH	PD - DVS Tabs/Travel/Supplies	30.00	68817
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	Sprint Keep at Hawk WT	1,445.66	68818
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Communication Conductors	1,485.00	68819
101	422902	Firehall #2 Morris Thomas Road	SUPERIOR FUEL COMPANY	Propane FH #2	942.29	68820
101	421100	Police Administration	TROY'S BP AMOCO INC	Tires - SQD 12	706.27	68821
602	494500	Sewer Maintenance	WLSSD	1st Half District Wide Allocat	18,712.00	68822

Totals: 294 records printed

333,718.35

TO: Mayor & City Council

FROM: John Mulder, City Administrator



DATE: June 1, 2022

Meeting Date: 06/06/2022

SUBJECT: MN Dept of Transportation Master Agreement

Agenda Item: 12-A

Resolution: 2022-71

REQUESTED ACTION

Approve the master agreement with the MN Department of Transportation

BACKGROUND

The attached master agreement with the MN Department of Transportation (MN DOT) provides a basic framework for the City and MN DOT to work together on transportation related projects. Individual projects within the City of Hermantown will continue to follow our standard process and will require separate individual action by the City Council at the time of the project.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Master Agreement

Resolution No. 2022-71

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK
TO ENTER INTO A MASTER PARTNERSHIP CONTRACT BETWEEN THE STATE OF
MINNESOTA DEPARTMENT OF TRANSPORTATION AND CITY OF HERMANTOWN**

WHEREAS, The Minnesota Department of Transportation (“MnDOT”) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes Sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Hermantown enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council on Monday, June 6, 2022.
2. That the Mayor and City Clerk are hereby authorized to execute such contract and any amendments thereto.
3. That the City of Hermantown City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts, may provide for payment to or from MnDOT, and that the City Administrator may execute such work order contracts on behalf of the City of Hermantown without further approval by the City Council.

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 June 6, 2022.

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Hermantown City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: MnDOT Contract Number 1050289W[XX] and Invoice Number: 00000[#####]
 - (see note above)
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: June 1, 2022
SUBJECT: Municipal Consent – St Louis
County Project Morris Thomas
Road



Meeting Date: 06/06/2022

Agenda Item: 12-B

Resolution: 2022-72

REQUESTED ACTION

Approve resolution giving Municipal Consent to the St. Louis County Project at the intersection of Morris Thomas Road and Haines Roads

BACKGROUND

St Louis County is planning on widening the right turn lane on Morris Thomas Road to Haines Road. The County has had 2 public meetings for the project and there are no major issues or concerns from the public. This is part of their overall project to make improvements to Morris Thomas from Haines to Piedmont in Duluth. The only work in Hermantown is widening the right turn lane.

This project will be completed in 2023. There will not be any road closures in Hermantown, but Morris Thomas in Duluth will be closed all summer. A full set of the 90% are available at City Hall for inspection.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution

Resolution No. 2022-72

RESOLUTION APPROVING ST. LOUIS COUNTY'S SAP NO. 069-656-020 CP NO. 0056-493050 COUNTY STATE-AID HIGHWAY NO. 56 (MORRIS THOMAS ROAD) WITHIN THE CITY OF HERMANTOWN CORPORATE LIMITS

WHEREAS, St. Louis County's plans for S.A.P. NO. 069-656-020 CP NO. 0056-493050 showing proposed road construction or improvement of County State-Aid Highway No. 56 (Morris Thomas Road) within the limits of the City of Hermantown as a State Aid Project have been prepared and presented to the City; and

WHEREAS, the project to be completed in 2023 will widen the right turn lane on Morris Thomas to Haines Road.

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

1. St. Louis County's preliminary plans of S.A.P. NO. 069-656-020 CP NO. 0056-493050 have been in all things approved by the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 6, 2022.

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



DATE: May 31, 2022

Meeting Date: 06/06/2022

SUBJECT: Special Use Permit for an accessory structure at 4282 Westwood Road
Agenda Item: 12-C
Resolution: 2022-73

REQUESTED ACTION

Requested is a Special Use Permit to allow construction of an accessory structure over 1,600 square feet in size per Section 505.03.1 of the Zoning Ordinance. The applicant is requesting approval for construction of a 2,400 square foot accessory structure.

BACKGROUND

Accessory structures over 1,600 square feet in size are permitted only with a Special Use Permit in the R-1, Residential Zoning District. The applicant is requesting approval to construct a 2,400 square foot accessory building. The accessory building would be 40 feet by 60 feet in size, with 16-foot sidewalls. The overall height of the proposed building is approximately 24 feet. The construction type would be slab-on-grade, with steel siding and roof. The building will be used to house the applicant's vehicles and personal belongings. No business activity is proposed as part of this use.

SITE DATA

Address:	4282 Westwood Road
Comprehensive Plan:	Residential
Zoning:	R-1, Residential
Lot Size:	+/-2.5 acres
Wetlands:	No
Shoreland Overlay:	No
Airport Zoning:	N/A

The proposed property is located along Arrowhead Road with the lot dimensions being approximately 300' x 350' for a total of +/-2.5 acres. The proposed accessory structure is approximately 250 feet from the nearest neighboring structure and approximately 24 feet from Arrowhead Road right of way and 80 feet from Westwood Road right of way.

A public hearing for this application was held on Tuesday, May 17, 2022. Staff received an initial call from an adjoining property owner expressing their concern with the project, however there

were no members of the public present to speak on the application at the meeting. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

Section 505.06.5 of the Zoning Ordinance lists the dimensional requirements for accessory structures in excess of 1,600 square feet. They are:

Table 1. Dimensional requirements for accessory structures in excess of 1,600 square feet	R-1 Requirement	Provided
Minimum depth of front yard from R.O.W.	Equal to or greater than the building line of the primary structure	80 feet – Westwood Road
Minimum side yard setback	Equal to the height of the accessory structure	24 feet – Arrowhead Road
Minimum rear yard setback	40 feet	120 feet
Minimum setback from primary structure	10 feet	120 feet
Maximum building height	35 feet	24 feet
Maximum sidewall height	17 feet	16 feet

The accessory structure as proposed either meets or exceeds these requirements.

There are several requirements that must be satisfied in order to qualify for a Special Use Permit, from Section 725 “Governing Criteria” of the Zoning Ordinance.

1. *Is the development compatible with development permitted under the general provisions of the Zoning Ordinance for lands in its vicinity?*

There are no significant accessory structures in the vicinity of the property. However, the Zoning Ordinance allows for 35% lot coverage for structures on a property. With the addition of a 2,400 square foot structure, the property would be at approximately 5.9%.

2. *Is the proposed use injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in its vicinity?*

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owner to improve their property by providing storage for vehicles and personal property.

3. *Is the use consistent with the Comprehensive Plan and the spirit and intent of the Zoning Ordinance?*

The proposed accessory structure is consistent with Comprehensive Plan recommendations for residential areas of the City. The Zoning Ordinance allows for up to 35% lot coverage for structures with the proposed property being at 5.9% coverage after the construction of the proposed accessory structure. The proposed use meets the performance standards set in Section 505.06.5 regulating accessory structures in excess of 1,600 square feet.

4. *Will the use result in a random pattern of development, or cause negative fiscal and environmental effects upon the community?*

The Zoning Ordinance allows for 35% lot coverage for structures on a property. With the addition of a 2,400 square foot structure, the property would be at approximately 5.9%.

5. *Are there other criteria of the Zoning Ordinance that should be considered?*

No.

Wetlands

The National Wetland inventory does not show the presence of wetlands on this property.

Summary

The applicant meets the requirements for a Special Use Permit. Staff recommends a motion to approve of the application to the City Council, subject to included conditions.

Recommendation

Staff recommends approval of the Special Use Permit, subject to the following conditions:

1. The approval is for a 2,400 square foot accessory structure on the property at 4282 Westwood Road.
2. The proposed accessory structure shall meet all setback requirements for Accessory Structures in the R-1 Zoning District.
3. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site, however the 2,400 square foot accessory building will need to meet the minimum setback requirements per Section 505.06.5 of the Zoning Ordinance.
4. Erosion control measures shall be utilized and remain in place throughout the construction period and shall not be removed until vegetation is established on the site.
5. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
6. No business activity is allowed in association with the accessory structure approval.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

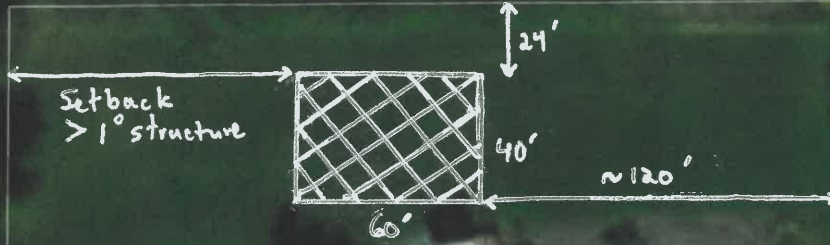
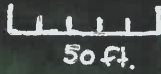
- Location Map
- Structure Location Map
- Proposed Structure Images
- Resolution

Location Map





W Arrowhead Rd



5506 W ARROWHEAD RD

HERMANTOWN

4282 WESTWOOD RD



4287 LINDAHL RD

4278 WESTWOOD RD





United Rentals

THE CARPENTER'S WORKSHOP



Resolution No. 2022-73

**RESOLUTION APPROVING SPECIAL USE PERMIT
FOR CONSTRUCTION OF AN ACCESSORY STRUCTURE IN EXCESS OF 1,600 SQUARE
FEET IN THE R-1 ZONING DISTRICT AT 4282 WESTWOOD ROAD
AND IMPOSING CONDITIONS THEREON**

WHEREAS, Glenn H. and Kristi L. Rudolph, a married couple (“Applicant”) made application for a Special Use Permit to construct a 2,400 square foot accessory structure (“Project”) in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at 4282 Westwood Road and legally described in Attachment A.

WHEREAS, the Planning and Zoning Commission of the City of Hermantown held a public hearing on such application; and

WHEREAS, the Planning and Zoning Commission considered the application at its meeting on May 17, 2022 and recommended that the City Council approve the application subject to certain conditions; and

WHEREAS, the City Council of the City of Hermantown has carefully reviewed the application for a Special Use Permit, the transcript of the public hearing held by the Planning and Zoning Commission, and the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE, on the basis of the foregoing, the City Council of the City of Hermantown, in connection with the application by Developer for a Special Use Permit for the Project does hereby make the following:

FINDINGS OF FACT

1. Applicant made application for the project which is to be located within the City of Hermantown.
2. Applicant has advised the City that all work will be within property owned by Applicant.
3. Applicant is the user or potential user of such property.
4. The fee required to be submitted with the Special Use Permit application has been paid.
5. The Planning and Zoning Commission held a public hearing on the application following notice as required by ordinances of the City of Hermantown.
6. The Planning and Zoning Commission of the City of Hermantown submitted its report and recommendation on such application to the City Council within the time period set forth in the ordinances of the City of Hermantown.
7. The City Council considered such application after receiving the report and recommendation of the Planning and Zoning Commission.

8. The activity proposed in such application is compatible with development permitted under the general provisions of the Hermantown Zoning Ordinance and is compatible with land uses on substantially all land in the vicinity of the proposed development.
9. The activity proposed will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development.
10. The proposed activity is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of the Hermantown Zoning Ordinance.
11. The proposed use will not result in a random pattern of development with little contiguity to existing programmed development, and will not cause negative fiscal and environmental effects upon the community.
12. In order to insure that the spirit and intent of the Hermantown Zoning Ordinance are met, conditions must be imposed on the permit requested by Applicant.

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

1. The application for Special Use Permit to construct the Project is hereby approved and permission is hereby granted to conduct the activity described in Applicant's application.
2. The Special Use Permit hereby approved is hereby expressly subject to the following conditions:
 - a. That the Project will be constructed as described in the plans accompanying the application and the conditions contained herein.
 - b. This permit is not assignable except with the written consent of the City of Hermantown.
 - c. The Zoning Officer of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within (5) days thereafter.
 - d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - e. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see the terms of this permit are met.
 - f. The permit is permissive only. No liability shall be imposed upon or incurred by the City of Hermantown or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Applicant or any of Applicant's agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person against Applicant, its agents, employees of contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal

claim or right of action of the City of Hermantown against Applicant, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.

- g. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
 - h. Accessory structure shall not be utilized for any business use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
 - i. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
 - j. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown before the release of a permanent Certificate of Occupancy.
 - k. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
 - l. The applicant shall sign a consent form assenting to all conditions of this approval.
 - m. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to Applicant a Special Use Permit consistent with this resolution upon written acceptance by Applicant of the conditions hereby imposed on such permit.

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 on June 6, 2022.

ATTACHMENT A

Lot 0001, Block 002 Roberts Acres

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Glenn H. and Kristi L. Rudolph, a married couple (“Applicant”), owners of the property located at 4282 Westwood Road (395-0122-00060), submitted an application for construction of an accessory structure at 4282 Westwood Road (395-0122-00060) and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

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

or omission, or as estopping or limiting any legal claim or right of action of the City of Hermantown against Developer, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of an accessory structure located at 4282 Westwood Road (395-0122-00060).
- k. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the accessory structure relative to the side lot lines.
- l. Erosion control measures shall be utilized and remain in place throughout the construction period and shall not be removed until vegetation is established on the site.
- m. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
- n. No business activity is allowed in association with the accessory structure approval.
- o. Prior to issuance of a building permit, all necessary permits shall be obtained.
- p. The applicant shall sign a consent form assenting to all conditions of this approval.
- q. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2022.

CITY OF HERMANTOWN

By _____
Its Mayor

By _____
Its Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

Notary Public

ACCEPTANCE OF CONDITIONS

Glenn H. and Kristi L. Rudolph a married couple (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, Glenn H. and Kristi L. Rudolph a married couple (“Applicant”) has executed this acceptance this ____ day of _____, 2022.

By _____

Glenn H. Rudolph

By _____

Kristi L. Rudolph

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____.

Notary Public

ATTACHMENT A

Lot 0001, Block 002 Roberts Acres

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



DATE: May 31, 2022

Meeting Date: 06/06/2022

SUBJECT: Preliminary and Final Planned Unit Development – Red Tail Hawk
Agenda Item: 12-D
Resolution: 2022-74

REQUESTED ACTION

Requested approval of a Preliminary and Final Planned Unit Development (PUD) for the purpose of constructing 2 twinhome buildings (4 units total) on lots 4 and 7 of the Red Tail Hawk Addition plat. The property is approximately 5.6 acres in size and is located at 518x West Arrowhead Road. The property is located in an R-3 zoning district.

BACKGROUND

The applicant is proposing to construct 2 twinhome buildings (4 units total) on lots 4 and 7 of the Red Tail Hawk Addition plat. The property is approximately 5.6 acres in size and is located at 518x West Arrowhead Road. The property is located in an R-3 zoning district. In addition to the lots, there will be grading and utility work associated with the driveway and public utilities work for the project.

SITE INFORMATION:

Parcel Size:	5.6 acres
Legal Access:	518x West Arrowhead Road
Wetlands:	Yes, per the National Wetland Inventory
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Recreation
Comprehensive Plan:	Suburban

A public hearing for this application was held on Tuesday, May 17, 2022. In addition to the applicant, two members of the public spoke on the application at the meeting. Concerns included rental vs. sale of the units, capacity of the lift station to handle the proposed units and proximity to the Rocky Run tributary. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

At the time of the Red Tail Hawk PUD approval in August 2021, it was envisioned that lots 4 and 7 would have twinhomes proposed for the property. At that time, the thought was to have two separate lots having access to West Arrowhead Road via a flaglot configuration for each. As the applicant proceeded with design work for this project, it became evident that a shared driveway

scenario providing access to these two twinhomes was more feasible as it eliminated one driveway entrance coming onto West Arrowhead Road. In addition, by clustering the two buildings the applicant was able to stay out of the 75 foot building setback associated with the shoreland area. In order to accomplish this, the applicant is also proposing a Common Interest Community (CIC) plat which makes this proposed driveway the property of both proposed twinhome buildings.

Zoning Analysis:

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

By clustering the two twinhome buildings within upland (non-wetland) areas it allows for the site to preserve approximately 2.8 acres of existing wetlands. The overall project density for the proposed project is 1 unit/1.4 acres which greatly exceeds the R-3 minimum lot size/density of 2 units/acre.

Setbacks

City Code allows a PUD to have standards that meet the City’s goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The proposed project is for two townhome units (4 units total) and the design meets the underlying setback requirements of the R-3 zoning district.

Plat

The applicant is proposing to create a Common Interest Community (CIC) plat for this project. The CIC proposes that each individual twinhome unit will have its own corresponding lot which mirrors the footprint of the unit, it’s driveway and patio/deck space. The remainder of the property will be under the ownership of the community. The City does not review or approve CIC plats, so no action is required on this.

Utilities

The applicant is proposing to extend water and sanitary sewer mains into the property from West Arrowhead Road. These mains will terminate in respective manholes from which service lines to each individual unit will be installed. These mains will be designed and installed to City specifications and will be turned over to the City upon City Engineer recommendation and City Council approval. There will be a 30’ easement running in favor of the City associated with these utility mains. The applicant will be responsible for the cost and installation of the mains and pay any applicable connection or availability fees.

The Public Works Director verified that the lift station has the capacity to handle these proposed units.

Stormwater

The proposed project does not exceed the impervious area associated with the City's stormwater requirements and therefore will not require any on-site treatment of stormwater. Each lot will incur a monthly stormwater utility fee once they are developed.

Access

The proposed project takes access from West Arrowhead Road. No access to Grouse Ridge Drive is proposed.

Wetlands

The applicant has provided a wetland delineation for the property. The wetland delineations and any impacts will be reviewed and acted upon by the Hermantown Technical Evaluation Panel. Wetlands impacts will be required to be approved prior to any new construction.

Park Dedication Fees

The applicant has already paid the \$1,100 park dedication fees associated with the creation of lots 4 and 7. An additional \$2,200 will be required to account for the two new proposed units which have not been paid for yet. Bedroom fees at the rate of \$150/bedroom will be paid at the time of building permit.

Summary

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

1. The preliminary and final PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The preliminary and final PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing variety in the community.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. The project will be served by public water and sewer which will be constructed by the applicant. The applicant/builder will be responsible for any connection of availability fees.
5. The preliminary and final PUD hereby approved is hereby expressly subject to the following conditions:
 - a. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.

- b. That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein.
 - c. 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.
 - d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - e. 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.
 - f. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - g. All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the utility.
 - h. Trees and brush cannot be burned on the Land, but may be chipped and shredded.
 - i. Erosion control measures must be in place prior to any construction on the Final PUD.
 - j. An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.
 - k. 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.
6. The applicant has already paid the \$1,100 park dedication fees associated with the creation of lots 4 and 7. Applicant will be required to an additional \$2,200 park dedication for the two additional units. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
 7. Applicant to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, roadway, etc.) according to City standards and coordinated with the City Engineer prior to construction.
 8. Installation of water and sanitary sewer shall require the Property Owner to enter into an agreement with the City governing the terms of such work. All utility plans shall be approved by the City Engineer. The City/Developer agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City is prepared to accept as complete the new public infrastructure.

All drainage and utility easements shall have associated easements. The Property Owner shall enter into a Development Agreement with the City for all public utilities.

9. The applicant is responsible for all City and WLSSD availability, hook-up and CAF fees associated with the PUD.
10. The applicant is responsible for all City Engineer and Attorney fees related to the review and approval of the PUD.
11. The Applicant shall sign a consent form assenting to all conditions of this approval.
12. The Applicant 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
- Site Plan
- Building Example
- Proposed CIC Plat
- Resolution

Location Map





PROJECT DATE:	NO.	DATE	REVISION	BY
DRAWN BY: Init	-	-	-	-
DESIGNED BY: Init	-	-	-	-
CHECKED BY: Init	-	-	-	-

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ REGNO _____
Date License No.

NAME _____

ARROWHEAD & GROUSE RIDGE TOWNHOUSES
ZIERDEN BUILDERS
HERMANTOWN, MN

PRELIMINARY SITE LAYOUT

PROJECT NO.
21096003

SHEET



3683

3685

COMMON INTEREST COMMUNITY NO.150 A PLANNED COMMUNITY RED TAIL HAWK TOWN HOMES

LOTS 4 AND 7, BLOCK 1 IN RED TAIL HAWK ADDITION.
LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 15 WEST
OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF HERMANTOWN, ST. LOUIS COUNTY, MINNESOTA.

I, Michael Stang do hereby certify that the work was undertaken by or reviewed and approved by me for this CIC plat of COMMON INTEREST COMMUNITY NUMBER 150 a Planned Community, RED TAIL HAWK TOWN HOMES, being located upon:

Lots 4 and 7, Block 1 of RED TAIL HAWK ADDITION, as of public record, St. Louis County, Minnesota.

And fully and accurately depicts all information required by Minnesota Statutes, Section 515b.0-1101 (c), (1,5,6,8 and 9) as amended.

Dated this ____ day of _____, 2022.

Michael Stang, Land Surveyor
Minnesota License No. 52591

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael Stang, R.L.S. No. 52591.

Notary Public Signature _____ Notary Printed Name _____

County, Minnesota, My Commission Expires _____

ST. LOUIS COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Chapter 389.09, this CIC plat has been reviewed and approved this ____ day of _____, 2022.

Nick C. Stewart
County Surveyor

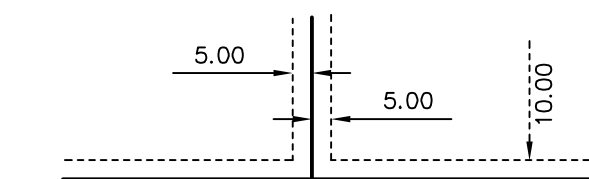
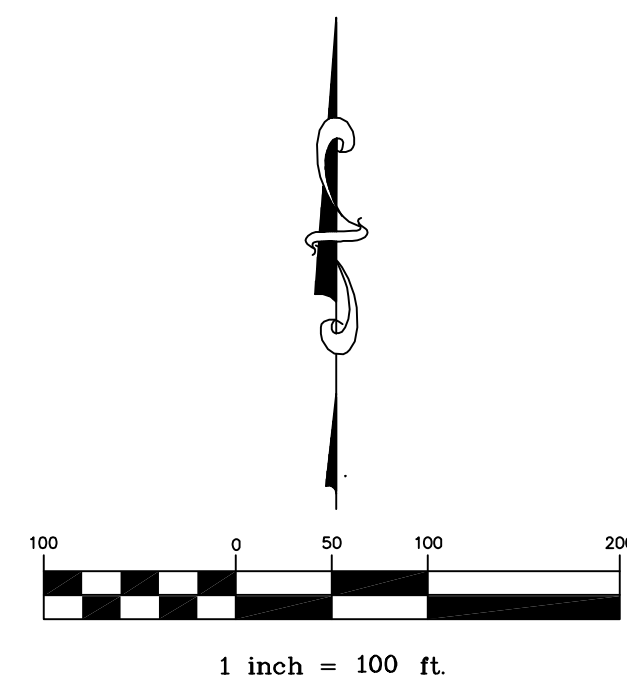
By _____
Todd M. Hendershott, Deputy

ST. LOUIS COUNTY AUDITOR

Pursuant to Minnesota Statutes, Section 515B.1-116(e) and 272.12, taxes payable in the year 2022, on real estate herein before described have been paid; there are no delinquent taxes and transfer entered, on this ____ day of _____, 2022

Nancy Nilsen
County Auditor - Treasurer

By _____
Deputy



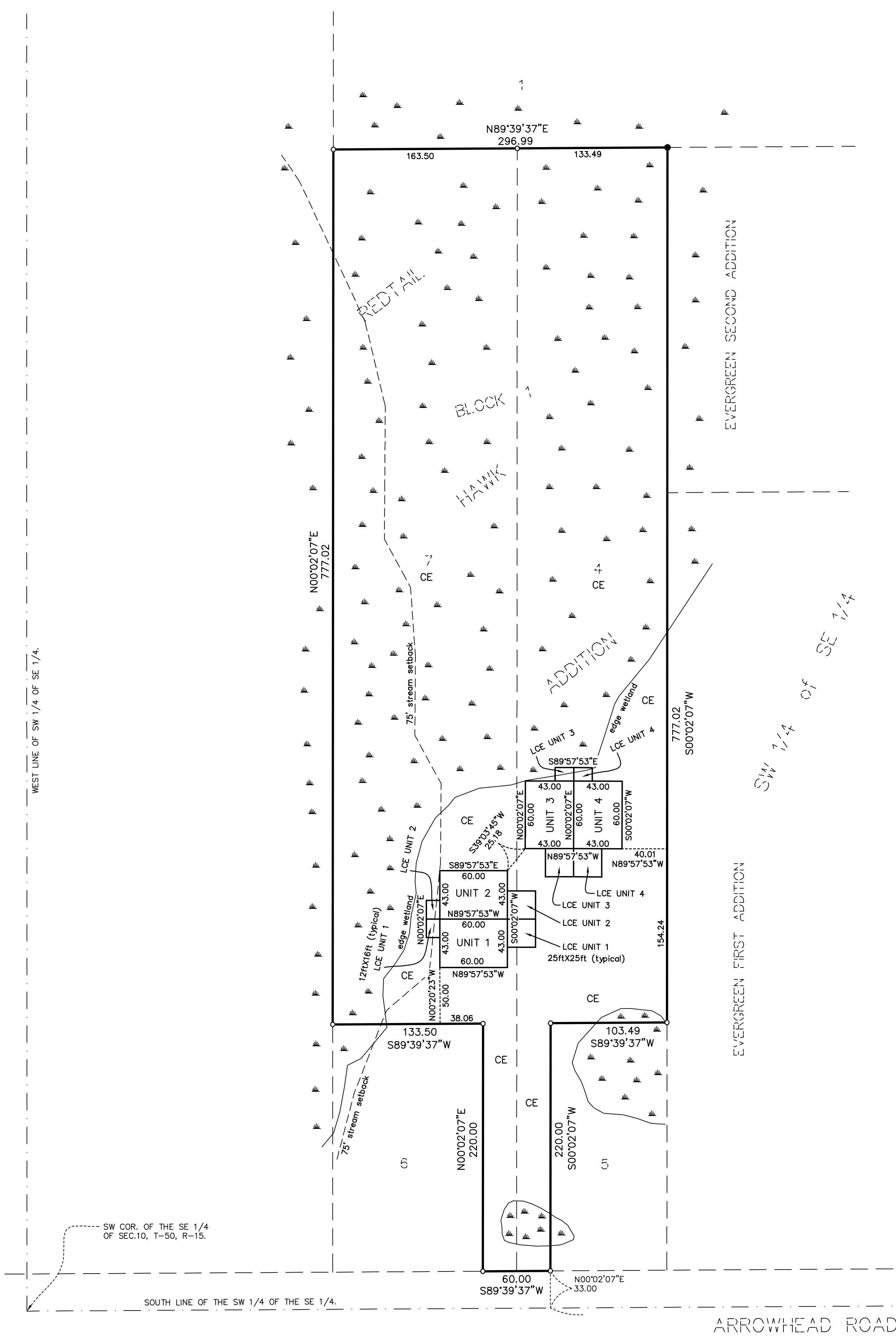
DRAINAGE AND UTILITY EASEMENTS TO BE 5.00 FEET ON EACH SIDE OF LOT LINES AND 10.00 FEET ADJACENT TO ROAD RIGHT-OF-WAYS.

- INDICATES FOUND IRON MONUMENTS
- INDICATES FOUND CAPPED IRON MONUMENT BEARING R.L.S. No. 52591 UNLESS OTHERWISE NOTED

▲ INDICATES WETLAND AS DELINEATED BY OTHERS

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ST. LOUIS COUNTY MINNESOTA TRANSVERSE MERCATOR COORDINATE SYSTEM NAD 83 (96 ADJ.) WITH THE SOUTH LINE OF SECTION 10 MEASURED TO BEAR S89°39'37"W

CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT
(LINES ARE PARALLEL AND PERPENDICULAR TO EACH OTHER)



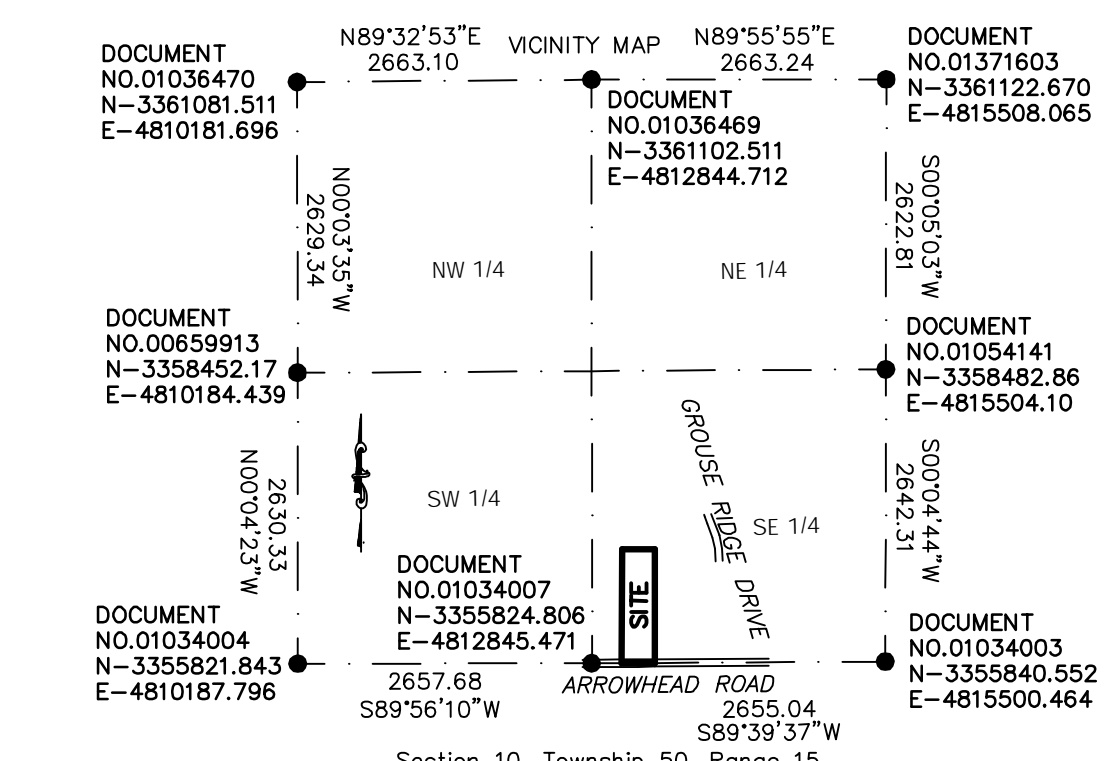
WEST LINE OF SW 1/4 OF SE 1/4.

SW 1/4 of SE 1/4

EAST LINE OF SW 1/4 OF SE 1/4.

SW COR. OF THE SE 1/4 OF SEC.10, T-50, R-15.

SE COR. OF THE SW 1/4 OF THE SE 1/4 OF SEC.10, T-50, R-15.



Resolution No. 2022-74

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT
FOR RED TAIL HAWK DEVELOPMENT**

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (Applicant) has submitted a complete application (Application) for a preliminary and final Planned Unit Development (PUD) in association with parcels 395-0159-00070 and 395-0159-00040; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the preliminary and final PUD on May 17, 2022 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 7-0 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 after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Final Planned Unit Development.

A. FINDINGS OF FACT

1. The proposed development plan meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through siting of the buildings in order to protect wetlands.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. The tract of land ("Land") affected by the Plan is legally described on **Exhibit A** attached hereto.
5. The Plan includes provisions for the preservation of natural amenities.
6. The Plan appears to harmonize with both existing and proposed development in the area surrounding the project site.
7. The Plan is comprised of at least two and one half (2 ½) acres of contiguous land.
8. The Plan includes residential uses.

9. Maps were provided with the Plan and contained the following:
 - 9.1 The existing topographic character of the land.
 - 9.2 A composite of all natural amenities of the site including steep slopes, drainage ways plus wetlands.
 - 9.3 The size of the site and proposed uses of the land to be developed.
 - 9.4 The density of land use to be allocated to the overall development.
10. The Plan includes the following:
 - 10.1 A statement of the ownership of all land involved in the Planned Unit Development.
 - 10.2 An explanation of the general character of the planned development.
 - 10.3 A general indication of the expected time schedule of development.
11. The approval of the Final Development Plan is subject to the following modifications/conditions:
 - 12.1 The Developer will cause all buildings within the development to be constructed in accordance with all applicable building and fire codes.
 - 12.2 In order to insure that the spirit and intent of the Hermantown Zoning Code is met modifications must be made to the Plan and conditions imposed on the development proposed by the Plan.
 - 12.3 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
 - 12.4 Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
 - 12.5 The applicant/future builder will be required to apply for a Special Use Permit for the purpose of grading, filling or construction within a shoreland overlay area. A Special Use Permit for each of these lots will be required prior to approval of any building permits.
 - 12.6 The applicant will be required to finalize the wetland delineation and identify any proposed wetland impacts associated with the development.
 - 12.7 The applicant shall describe best management methods that will be used to demarcate and protect wetlands that are located on site, including physically signing boundaries and providing electronic and GIS information to City documenting the wetland boundaries.
 - 12.8 The developer shall comply with the following conditions during construction:
 - a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.

- b. Loud equipment shall be kept as far as possible from adjacent residences.
- c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
- d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
- e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
- f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

12.9 The applicant shall sign a consent form assenting to all conditions of this approval.

12.10 The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

13. To accomplish the complex review process for approval of the Plan, the dates and deadlines of Chapter 11, "Planned Unit Developments" were reviewed and requirements met by the Developer.
14. The approval given by this Resolution is not effective until Developer executes and delivers an acceptance of the terms and provisions of this Resolution.
15. The Developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. The applicant has already paid the \$1,100 park dedication fees associated with the creation of lots 4 and 7. Developer will be required to an additional \$2,200 park dedication for the two additional units. The developer/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
16. A Final PUD Order consistent with the provisions of this resolution will be prepared by staff and the Mayor and City Clerk are authorized to execute the Final PUD Order.
17. Developer must pay all costs and expenses incurred by the City, including attorney's fees, planner fees and out of pocket costs incurred by the City.

CONCLUSION

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

1. The preliminary and final PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The preliminary and final PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing variety in the community.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. The project will be served by public water and sewer which will be constructed by the Developer. The developer/builder will be responsible for any connection of availability fees.
5. The preliminary and final PUD hereby approved is hereby expressly subject to the following conditions:
 - a. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - b. That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein.
 - c. 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.
 - d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - e. 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.
 - f. Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - g. All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the utility.
 - h. Trees and brush cannot be burned on the Land, but may be chipped and shredded.
 - i. Erosion control measures must be in place prior to any construction on the Final PUD.
 - j. An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.

- k. 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.
6. The Developer has already paid the \$1,100 park dedication fees associated with the creation of lots 4 and 7. Developer will be required to an additional \$2,200 park dedication for the two additional units. The developer/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
7. Developer to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, roadway, etc.) according to City standards and coordinated with the City Engineer prior to construction.
8. Installation of water and sanitary sewer shall require the Property Owner to enter into an agreement with the City governing the terms of such work. All utility plans shall be approved by the City Engineer. The City/Developer agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City is prepared to accept as complete the new public infrastructure. All drainage and utility easements shall have associated easements. The Property Owner shall enter into a Development Agreement with the City for all public utilities.
9. The Developer is responsible for all City and WLSSD availability, hook-up and CAF fees associated with the PUD.
10. The Developer is responsible for all City Engineer and Attorney fees related to the review and approval of the PUD.
11. The Developer shall sign a consent form assenting to all conditions of this approval.
12. The Developer 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 June 6, 2022.

LEGAL DESCRIPTION

Lot 4, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00040

Lot 7, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00070

ACCEPTANCE OF RESOLUTION

BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple has executed this acceptance this ____ day of _____, 2022.

BMAX Inc

Darren Weets

Layne Weets

Darrell Weets

Desiree Weets

Derek Weets

Mary Weets

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple.

Notary Public

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



DATE: May 31, 2022

Meeting Date: 06/06/2022

SUBJECT: Special Use Permit for grading and
filling in a recreation shoreland area

Agenda Item: 12-E

Resolution: 2022-75

REQUESTED ACTION

Applicant is requesting approval of a Special Use Permit for grading and filling in a recreation environment shoreland area associated with an unnamed tributary to Rocky Run Creek for the purpose of constructing 2 twinhome buildings (4 units total) on lots 4 and 7 of the Red Tail Hawk Addition plat. The property is approximately 5.8 acres in size and is located at 518x W. Arrowhead Road. The property is located in an R-3 zoning district.

BACKGROUND

The applicant is proposing to construct 2 twinhome buildings (4 units total) on lots 4 and 7 of the Red Tail Hawk Addition plat. The property is approximately 5.8 acres site and is located at 518x W. Arrowhead Road. The property is located in an R-3 zoning district. In addition to the lots, there will be grading and utility work associated with the driveway and public utilities within the recreation environment shoreland area.

SITE DATA

Parcel Size:	5.8 acres
Legal Access:	W Arrowhead Road
Wetlands:	Yes, delineation conducted in 2021
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Recreation Environment
Comprehensive Plan:	Suburban

A public hearing for this application was held on Tuesday, May 17, 2022. In addition to the applicant, two members of the public spoke on the application at the meeting. Concerns included the proximity to the Rock Run tributary. The Planning and Zoning Commission recommended the application unanimously onto the City Council for their approval.

Wetlands

A wetland delineation was performed in the fall of 2021. The plan envisions wetland impacts associated with the driveway construction and potentially with the building footprints. The

applicant will be required to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for their review and approval.

Special Use Permit

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

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

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

The development of two twinhomes (4 units total) is allowed within the R-3 zoning district with an approved Planned Unit Development. Single family homes is the primary use of all surrounding developed land. These four units are proposed to take place on the overall 5.8 acre property for a site density of 1 unit on 1.45 acres. Conditions placed on the SUP and wetland approvals will restrict future wetland impacts.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources. The development of two twinhomes (4 units total) is allowed within the R-3 zoning district with a Planned Unit Development. Single family homes is the primary use of all surrounding developed land

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

The property is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary.

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

The existing development surrounding this site is single family residential; the proposed use continues this character. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary.

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

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

- A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
- B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

RECOMMENDATIONS:

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

1. The approval is for a Special Use Permit for filling and grading in a Recreation Environment Shoreland of a tributary to the Rocky Run Creek to construct 2 twinhomes (4 units total), utilities and driveway in association with proposed project. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.
2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;
 - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;

- e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;
 - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
 4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS:

- Site Location Map
- Proposed Site plan
- Shoreland Area Map
- Resolution

Location Map





PROJECT DATE	NO.	DATE	REVISION	BY
	NO.	DATE	REVISION	BY
	NO.	DATE	REVISION	BY
	NO.	DATE	REVISION	BY

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

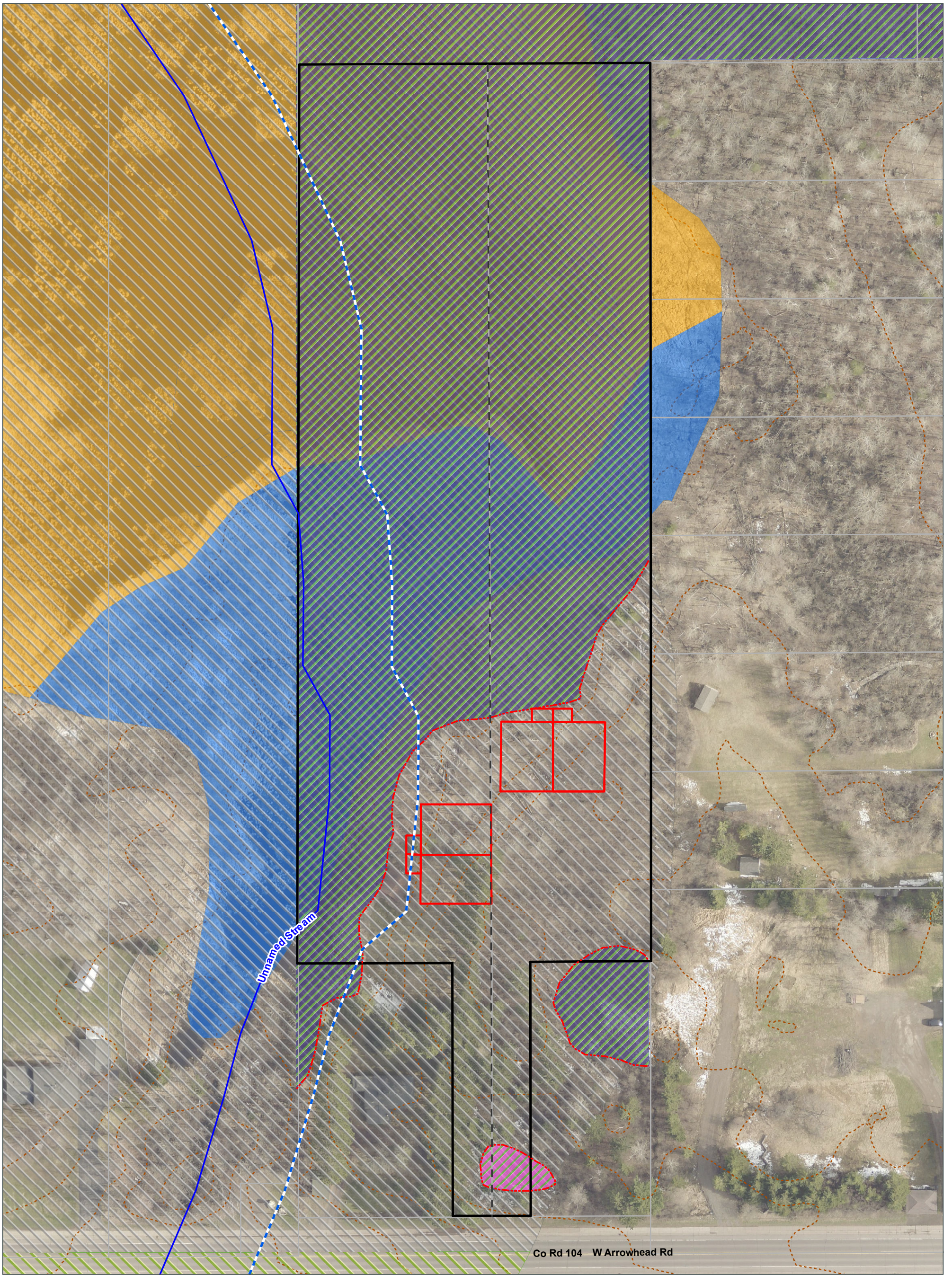
DATE _____ REGNO _____
Date License No.

NAME _____

ARROWHEAD & GROUSE RIDGE TOWNHOUSES
ZIERDEN BUILDERS
HERMANTOWN, MN

PRELIMINARY SITE LAYOUT

PROJECT NO. 21096003
SHEET ----



Co Rd 104 W Arrowhead Rd



0 70 140
Feet

Sources:

St. Louis County, MnTopo, DNR River and Stream Centerlines, National Wetlands Inventory, Hermantown ArcGIS Online (Shoreline Overlay Zoning)

- | | |
|-------------------------|------------------------------------|
| Lot Boundary | Natural Environment |
| Building Footprint | Recreational Development |
| Parcel Boundary | MSA Delineated Wetland Type |
| Stream (Perennial) | Forested Swamp |
| 75-Foot Stream Buffer | Scrub Shrub |
| Lot Dividing Line | NWI Wetland Type |
| Wetland Boundary | Freshwater Emergent Wetland |
| 2-Foot Contour Interval | Freshwater Shrub/Emergent Wetland |

FIGURE 5
LOT CONFIGURATION
5189 Arrowhead Road
Hermantown
St. Louis County, Minnesota

Resolution No. 2022-75

RESOLUTION APPROVING A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF TWO - TWO-FAMILY HOMES (4 UNITS TOTAL) WITHIN A RECREATIONAL SHORELAND AREA

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (Applicant) submitted an application for a Special Use Permit for the construction of two - two-family homes (4 units total) within a Recreation Shoreland Area (the “Project”) in association with parcels 395-0159-00070 and 395-0159-00040; and with a legal description as follows:

Lot 4, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00040

Lot 7, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00070

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on May 17, 2022 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

The development of two - two family residential homes (4 units total) is allowed with a Planned Unit Development (PUD) approval under the R-3, Residential zoning district. The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources. two - two family residential homes (4 units total) is allowed with a Planned Unit Development (PUD) approval under the R-3, Residential zoning district. with residential property being the primary use of all surrounding developed land.

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

The property is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary.

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

The proposed use is similar to uses of nearby properties in density and style. The 4 total proposed units are located on 5.8 acres of land with a density less than the surrounding single family residential properties.

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

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

- A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
- B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

CONCLUSION

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

- 1. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- 2. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- 3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- 4. Prior to issuance of a building permit, all necessary permits shall be obtained.
- 5. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing two - two-family structures. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- 6. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;

- d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;
 - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
 8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 6, 2022.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (Applicant) submitted an application for a Special Use Permit for the construction of two - two-family homes (4 units total) within a Recreation Shoreland Area (the “Project”) in association with parcels 395-0159-00070 and 395-0159-00040; and with a legal description as fisted in Attachment A:

The permission hereby granted is expressly conditioned as follows:

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

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of two - two family homes (4 units total) within a Recreation Shoreland Area at the applicants property located at 395-0159-00040 and 395-0159-00070.
- k. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- l. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- m. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- n. Prior to issuance of a building permit, all necessary permits shall be obtained.
- o. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing two - two-family structures. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- p. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
 - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
 - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
 - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - 5. Adequate methods to prevent erosion and trap sediment are employed;
 - 6. Fill is stabilized to accepted engineering standards;
 - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;

8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
- r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2022.

CITY OF HERMANTOWN

By _____

Its Mayor

By _____

Its Clerk

STATE OF MINNESOTA)
)ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

Notary Public

ACCEPTANCE OF RESOLUTION

BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple has executed this acceptance this ____ day of _____, 2022.

BMAX Inc

Darren Weets

Layne Weets

Darrell Weets

Desiree Weets

Derek Weets

Mary Weets

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple.

Notary Public

ATTACHMENT A

Lot 4, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00040

Lot 7, Block 1 Red Tail Hawk Addition

Parcel: 395-0159-00070

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



DATE: May 31, 2022

Meeting Date: 06/06/2022

SUBJECT: Special Use Permit – Keene Creek
Trail Subdivision

Agenda Item: 12-F

Resolution: 2022-76

REQUESTED ACTION

Requested approval of a Special Use Permit for grading and filling in a natural environment shoreland area associated with Keene Creek for the purpose of constructing 4 lots of single family home and 4 lots of twinhome lot (4 units total) for a total of 8 lots on a portion of the overall 33 acre site located in the NE intersection of Okerstrom Road and Morris Thomas Road. The property is located in an R-3 zoning district.

BACKGROUND

The applicant is proposing to construct 21 single family home lots and 8 twinhome lots (8 units total) for a total of 29 lots on an existing 33 acre lot. Of these 29 lots, 8 are located in the natural environment shoreland area associated with Keene Creek. In addition to the lots, there will be grading and utility work associated with the overall development within the natural environment shoreland area.

There is also an unnamed tributary of Keene Creek located on the south portion of the property adjacent to Morris Thomas Road. In conversations with the DNR, they are viewing this water conveyance as a tributary which will require the Special Use Permit for this portion of the development as well.

SITE INFORMATION:

Parcel Size:	36.5 acres
Legal Access:	Morris Thomas Road
Wetlands:	Yes, delineation approved in 2020
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Natural Environment
Comprehensive Plan:	Suburban

Wetlands

A wetland delineation was performed in the fall of 2020. The plan envisions wetland impacts associated with the road construction and potentially 2-4 lots in order to accommodate a building

footprint. The applicant will be required to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for their review and approval.

Special Use Permit

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

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

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

The development of a single-family residential development is the primary purpose of the R-3 zoning district and is the primary use of all surrounding developed land. Conditions placed on the SUP and wetland approvals will restrict future wetland impacts.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of Keene Creek meet the intent of the zoning ordinance to protect natural resources. The development of a single-family development is the primary purpose of the R-3 zoning district and is the primary use of all surrounding developed land.

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

The property is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect Keene Creek.

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

The existing development surrounding this site is single family residential; the proposed use continues this character. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect Keene Creek and the unnamed tributary.

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

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

- A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
- B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

RECOMMENDATIONS:

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

- 1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland of a tributary to the Keene Creek and also for Keene Creek to construct 4 single family homes, 4 twinhomes (4 units total) utilities and roadway in association with the overall Keene Creek Trail Subdivision project.. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.
- 2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of Keene Creek and the unnamed tributary.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of Keene Creek and the unnamed tributary.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;
 - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;

- g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

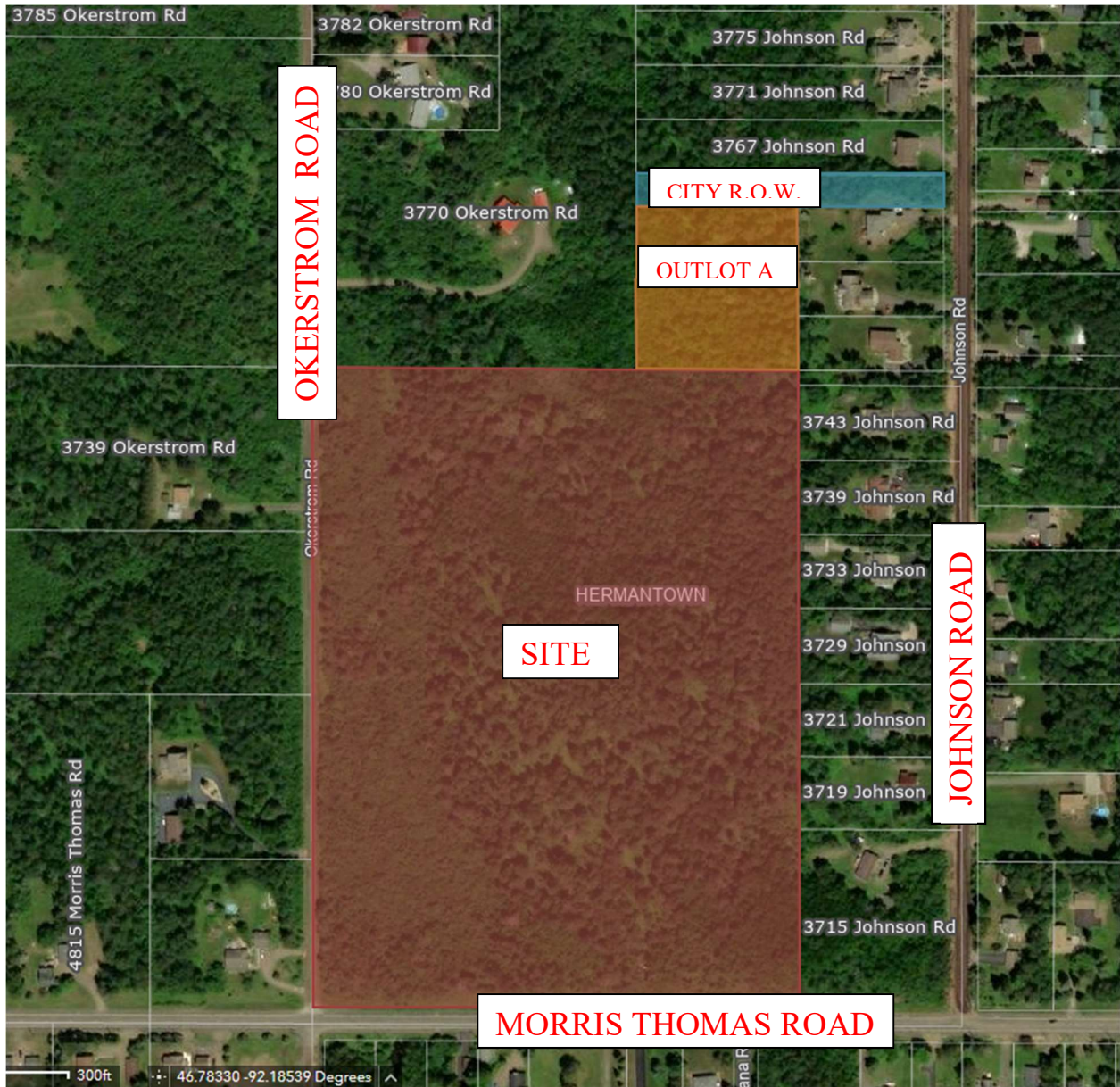
SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS:

- Site Location Map
- Proposed Site plan
- Shoreland Area Map
- Resolution

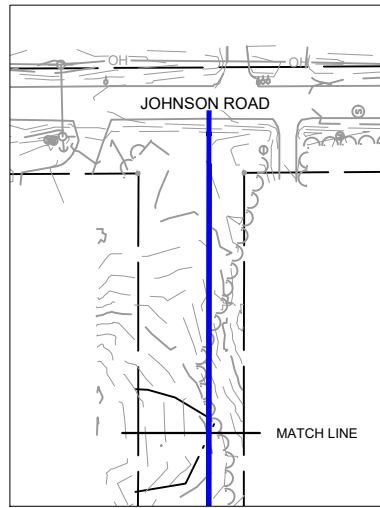
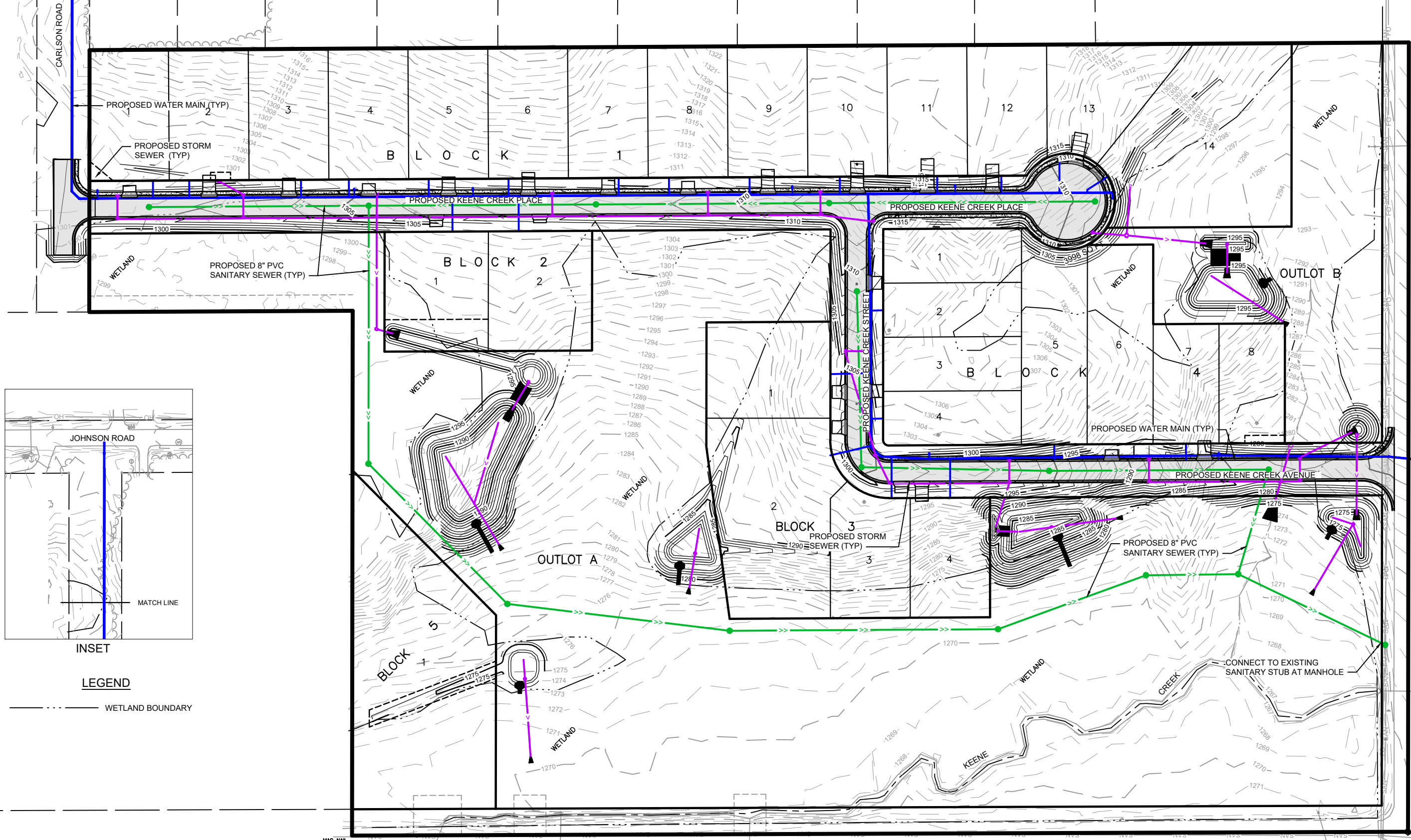
Location Map



SEE INSET FOR CONTINUATION



MATCH LINE



INSET

LEGEND

--- WETLAND BOUNDARY

MAG NAIL

OKERSTROM ROAD

MORRIS THOMAS ROAD

PROJECT DATE: 8/31/2021	DRAWN BY: JAS	NO.	DATE	REVISION	BY
	DESIGNED BY: JL				
	CHECKED BY: JL				

PRELIMINARY

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

3/30/2022 Date
52222 License No.
JON LOYE



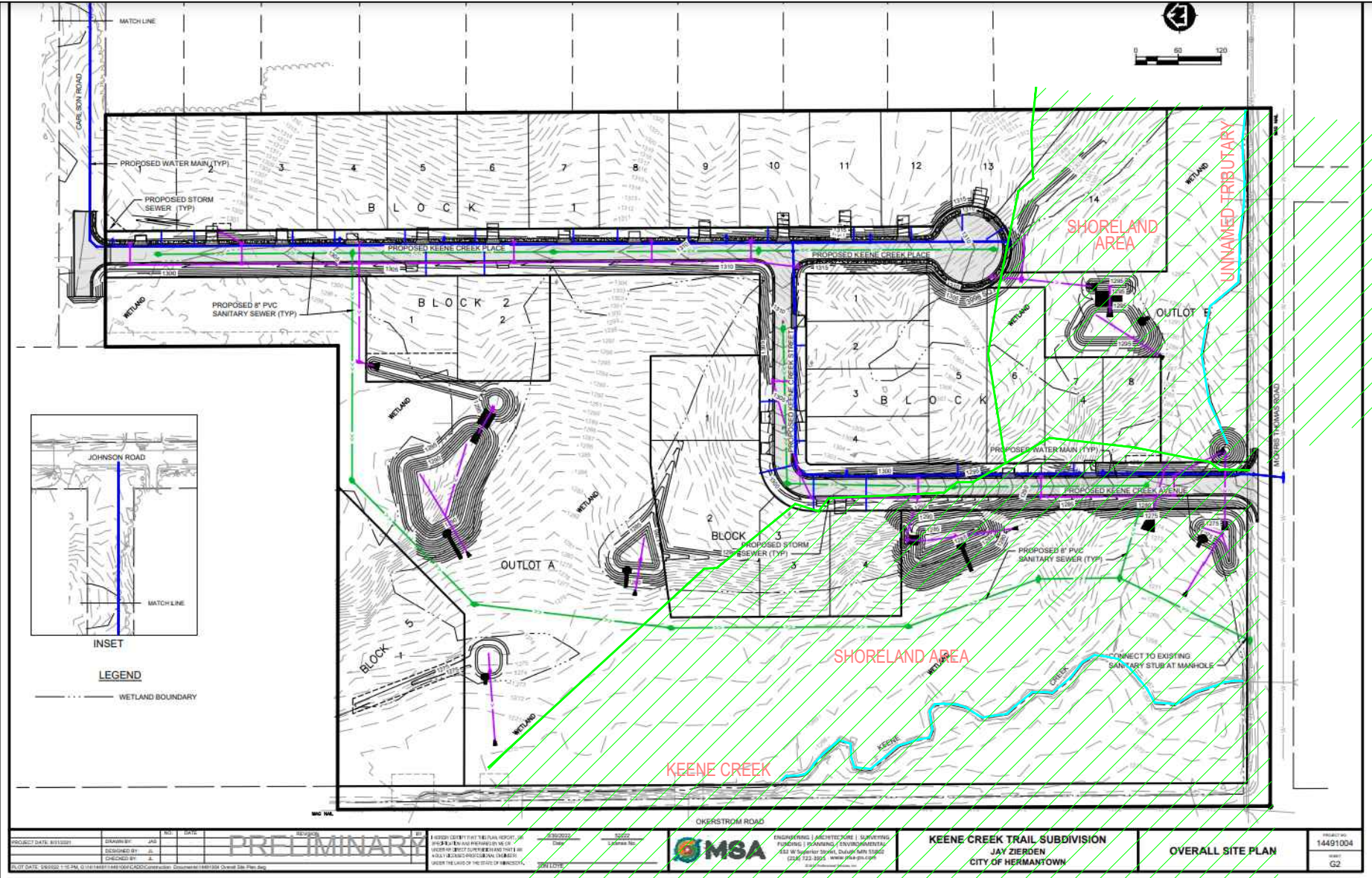
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FUNDING | PLANNING | ENVIRONMENTAL
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(218) 722-3915 www.msa-ps.com
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KEENE CREEK TRAIL SUBDIVISION
JAY ZIERDEN
CITY OF HERMANTOWN

OVERALL SITE PLAN

PROJECT NO.
14491004
SHEET
G2

SHORELAND AREA MAP



PROJECT DATE: 8/11/2024 DRAWN BY: JAR DESIGNED BY: JS CHECKED BY: A	PRELIMINARY	I HEREBY CERTIFY THAT THE PLANS, SPECIFICATIONS, AND CONDITIONS HEREON WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly Licensed Professional Engineer under the laws of the State of Minnesota.	MSA ENGINEERING ARCHITECTURE SURVEYING 432 W Superior Street, Duluth, MN 55812 (218) 723-3900 www.msa-engineers.com	KEENE CREEK TRAIL SUBDIVISION JAY ZIERDEN CITY OF HERMANTOWN	OVERALL SITE PLAN	PROJECT NO: 14491004 SHEET: G2
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Resolution No. 2022-76

RESOLUTION APPROVING A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF TWO - TWO-FAMILY HOMES AND FOUR SINGLE FAMILY HOMES (8 UNITS TOTAL) IN A R-3 RESIDENTIAL ZONING DISTRICT AND WITHIN A NATURAL ENVIRONMENT SHORELAND AREA

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple (Applicant) submitted an application for a Special Use Permit for the construction of two - two-family homes and 4 single family homes (8 units total) in a R-3 Residential District and within a Natural Environment Shoreland Area (the “Project”) in association with parcel 395-0010-07589 and with a legal description included in Attachment A.

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on May 17, 2022 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

The development of two - two-family homes and 4 single family homes (8 units total) is allowed with a Planned Unit Development (PUD) approval under the R-3, Residential zoning district. The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources. Two - two-family homes and 4 single family homes (8 units total) is allowed with a Planned Unit Development (PUD) approval under the R-3, Residential zoning district, with residential property being the primary use of all surrounding developed land.

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

The property is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect Keene Creek and the unnamed tributary.

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

The proposed use is similar to uses of nearby properties in density and style. The 8 total proposed units are part of a larger project with a density less than the R-3 zoning district minimum.

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

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

- A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
- B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.

CONCLUSION

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

- 1. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- 2. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- 3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- 4. Prior to issuance of a building permit, all necessary permits shall be obtained.
- 5. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of constructing two - two-family homes and 4 single family homes (8 units total). The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- 6. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of Keene Creek and the unnamed tributary.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;
 - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;
 - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;

- h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
 8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 6, 2022.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to BMAX Inc; Darren and Layne Weets, a married couple; (Applicant) submitted an application for a Special Use Permit for the construction of two - two-family homes and 4 single family homes (8 units total) in a R-3 Residential District and within a Natural Environment Shoreland Area (the “Project”) in association with parcel 395-0010-07589 and with a legal description as fisted in Attachment A:

The permission hereby granted is expressly conditioned as follows:

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

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of two - two-family homes and 4 single family homes (8 units total) within a Natural Environment Shoreland Area at the applicants property located at 395-0010-07589.
- k. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- l. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- m. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- n. Prior to issuance of a building permit, all necessary permits shall be obtained.
- o. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of constructing two - two-family homes and 4 single family homes (8 units total). The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- p. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
 - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
 - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
 - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - 5. Adequate methods to prevent erosion and trap sediment are employed;
 - 6. Fill is stabilized to accepted engineering standards;
 - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;

8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
- r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2022.

CITY OF HERMANTOWN

By _____

Its Mayor

By _____

Its Clerk

STATE OF MINNESOTA)
)ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

Notary Public

ACCEPTANCE OF RESOLUTION

BMAX Inc; Darren and Layne Weets, a married couple; (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; has executed this acceptance this ____ day of _____, 2022.

BMAX Inc

Darren Weets

Layne Weets

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by BMAX Inc; Darren and Layne Weets, a married couple.

Notary Public

ATTACHMENT A

The Southwest Quarter of the Southeast Quarter, Section 25, Township 50 North, Range 15 West of the

Fourth Principal Meridian except the following:

A tract of land in the Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), Section Twenty-five (25), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) the point of beginning of the land to be described; thence North along the East line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), a distance of 397 feet; thence deflect 90°- 24'-10" to the left in a Westerly direction, a distance of 329.36 feet; thence deflect 89° -34'- 45" to the left in a Southerly direction and parallel with the East line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), a distance of 397 feet, more or less, to the South line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼); thence Easterly along the South line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) to the point of beginning.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Twenty-five (25), Township Fifty (50), Range Fifteen (15), described as follows:

Beginning at the Southeast (SE) corner of said SW ¼ of SE ¼ ; thence North along the Easterly line of said SW ¼ of SE ¼ a distance of 397 feet to a point, which is the point of beginning; thence West at an angle of 89° 35' 50" a distance of 329.36 feet to a point, thence North at an angle of 90° 25' 15" from the last described line a distance of 294.04 feet to a point; thence East at an angle of 89° 34' 45" from the last described line a distance of 329.22 feet, more or less, to the easterly line of said SW ¼ of SE ¼ thence South along said Easterly line of said SW ¼ of SE ¼, to the point of beginning.

AND

A tract of land in the SW ¼ of SE ¼, Section 25, Township 50, Range 15, West of the Fourth Principal Meridian, described as follows: Commencing at the Southeast corner of said SW ¼ of SE ¼; thence North along the East line of said SW ¼ of SE ¼, a distance of 691.04 feet to the point of beginning of the land to be described; thence deflect 89° 35' 50" to the left in a Westerly direction a distance of 329.22 feet; thence deflect 89° 35' 50" to the right in a Northerly direction, along a line 329.22 feet distant and parallel with the East line of said SW ¼ of SE ¼, a distance of 631.55 feet, more or less, to the North line of said SW ¼ of SE ¼; thence Easterly along the North line of said SW ¼ of SE ¼ to the East line of said SW ¼ of SE ¼; thence Southerly along the East line of said SW ¼ of SE ¼ to the point of beginning.

PARCEL: 395-0010-07589

AND

OUTLOT A VALLEYVIEW DIVISION SECTION TWENTY FIVE (25), TOWNSHIP FIFTY (50), RANGE FIFTEEN (15).

PARCEL: 395-0195-00040

TO: Mayor & City Council
FROM: Eric Johnson, Community
Development Director
DATE: May 31, 2022
SUBJECT: Preliminary Planned Unit
Development – Keene Creek Trail
Subdivision



Meeting Date: 06/06/2022

Agenda Item: 12-G

Resolution: 2022-77

REQUESTED ACTION

Requested approval of a Preliminary Planned Unit Development (PUD) for construction of a 21 lot single family home and 8 twinhome lot (8 units total) for a total of 29 lots located in the NE intersection of Okerstrom Road and Morris Thomas Road. The property is located in an R-3 zoning district.

BACKGROUND

The applicant is proposing to construct 21 single family home lots and 8 twinhome lots (8 units total) for a total of 29 lots on an existing 33-acre lot. In addition, the applicant has requested the City enter into an agreement to swap the 2.5-acre Outlot A of the Valleyview Division Plat for the 12.6-acre outlot proposed as part of this plat. This outlot is accessed via the platted 66' right of way known as Carlson Road as part of the Valleyview Division plat. The proposed project will consist of 21 single family lots ranging in size from 16,400 square feet to 58,890 square feet. In addition, the applicant is proposing 8 twinhome lots ranging from 11,743 square feet to 20,605 square feet in size for the purpose of building 4 twinhomes, for a total of 8 units total.

SITE INFORMATION:

Parcel Size:	36.5 acres
Legal Access:	Morris Thomas Road
Wetlands:	Yes, delineation approved in 2020
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Natural Environment
Comprehensive Plan:	Suburban

An application for this project was previously reviewed and approved by the Planning and Zoning Commission in June 2021 (hereinafter the “Carlson Road Option”). The Carlson Road Option was subsequently approved by the City Council in July 2021. The main public benefit of the Carlson Road Option was the extension of the Carlson Road out to Johnson Road. The Carlson Road extension was opposed by local residents because of concerns about increased traffic.

In the time since this approval, the applicant has reassessed the project and is now proposing to modify the plan to not include the Carlson Road extension to Johnson Road. Instead, the applicant is looking to terminate the main north-south road in a hammerhead road design (hereinafter the “Hammerhead Option”). The applicant has not proposed a substitute to the public benefit previously provided under the Carlson Road Option. This change to the previously approved Carlson Road Option requires that the applicant remains at the preliminary review stage and with another public hearing on this proposal.

A public hearing for this revised application was held on Tuesday, May 17, 2022. In addition to the applicant, numerous members of the public spoke on the application at the meeting. The people who spoke were generally supportive of the application as submitted by the applicant with the hammerhead terminus to the road vs. a through street to Johnson Road. Other comments included the proximity of new homes to existing lots and the potential of a paved trail along the future Carlson Road right of way instead of a road..

The Planning and Zoning staff memo recommended the continuation of the project with a through Road to Johnson Road as was previously approved as a preliminary Planned Unit Development. In lieu of this road, staff provided an alternative scenario that instead of a through road that the developer construct a paved 10 foot wide trail connecting Johnson Road to the Hammerhead and as part of installing the sanitary sewer adjacent to Keene Creek, applicant provide clean backfill and a gravel/rock base which can be utilized for the trail base until this section is paved. This trail base would extend from Morris Thomas Road to the proposed hammerhead where it would intersect with the paved trail section within the Carlson Road right of way.

The Planning and Zoning Commission recommended the application as submitted by the applicant with the hammerhead road terminus and no additional trail work, unanimously onto the City Council for their approval.

Zoning Analysis:

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

The purpose of the PUD request is to allow for the creation of 8 twinhome lots and for 17 of the proposed 21 single family lots to be less than ½ acre (21,780 square feet) in size.

Setbacks

City Code allows a PUD to have standards that meet the City’s goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The proposed project is for 21 lot single family home and 8 twinhome lot (8 units total) for a total of 29 lots. The single family lots meet the underlying front and rear yard setback requirements of the R-3 zoning district. The applicant is proposing a minimum 10’ foot side yard setback, 20’

aggregate total as opposed to the 25' aggregate total associated with the R-3 district. The PUD allows for the setting of site specific setbacks.

The twinhome lots propose a 50' front yard setback, a 40' rear yard setback and a minimum 10' foot side yard setback (20' aggregate total). The twinhomes are located within the interior of the site and do not abut any existing single family homes.

Plat

The applicant is proposing to divide the property into 29 lots. A preliminary plat has been provided as part of the application. A final plat prepared by a registered land surveyor will be required for the project.

Utilities

The applicant has engaged a civil engineer to conduct this work with preliminary documents being submitted as part of the application. The work submitted include grading plans along with water and sanitary sewer plans.

The project proposes the extension of a sanitary sewer line from Morris Thomas Road which generally parallels Keene Creek and progressing to the north and east to provide sanitary sewer service to each lot.

The water main extension will connect from Morris Thomas Road running to the north and east and connect into the existing water main in Johnson Road. This design will provide a looped water system for the proposed development.

Upon submittal of the Final PUD the applicant will be required to submit construction documents for review and approval by the City Engineer. Upon City acceptance, all utilities will be turned over to the City of Hermantown.

Stormwater

The applicant is proposing a series of six ponds located throughout the site to accommodate the stormwater associated with the project. The applicant has engaged a civil engineer to conduct this work with preliminary documents being submitted as part of the application. Upon submittal of the Final PUD the applicant will be required to submit erosion and sediment control plan for construction and post-construction control of run-off. Bio-rolls, silt fencing and other Best Management Practices will be required in order to control runoff during construction.

The stormwater ponds are within the proposed outlot for the plat and will be turned over to the City upon completion and acceptance by the City Engineer.

Access

The project is proposed to be accessed by way of Morris Thomas Road with the interior road system terminating in a hammerhead configuration. This Hammerhead Option differs from the previously approved Carlson Road Option in that it does not provides a second road access via the 66' road right of way associated with the Valleyview Division which was platted as Carlson Road.

Road Option

The City staff recommends the previously approved Carlson Road Option for public safety, planning, and City Code reasons. The build out of Carlson Road provides public benefits to the City and its residents from a life/safety standpoint as it provides two means of ingress and egress to a development for police and fire access. The City's goal in planning and public safety is to ensure that adequate roads, sewer, water, fire and police protection are in place or provided for before the final preliminary plat is approved.

From discussions with the City Engineer, it is estimated that the cost of constructing the proposed Carlson Road to Johnson Road in the Carlson Road Option is approximately \$220,000.

In addition to these benefits, the City zoning ordinance references multiple sections supporting through roads:

1020.03.2. Streets must be designed and located with consideration to existing and planned streets, reasonable circulation patterns, topographical conditions, stormwater runoff, public conveyance safety.

1020.03.7. Where adjoining areas are not platted, but in the future may be platted, the arrangement of streets in a new plat should make provision for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new plat at appropriate locations. A temporary turn around facility may be required at the closed end, in conformance with standards will be established by the City Engineer.

1020.04.1. Permanent cul-de-sacs shall not exceed a length of 500 feet.

Trail As Replacement of Carlson Road Public Benefit

If the City Council supports the Hammerhead Option, City staff recommends a modification to the proposed plan. Instead of building out Carlson Road, the applicant build the trail infrastructure that provides a roughly equivalent public benefit as required under the PUD ordinance. Staff proposes that applicant construct a 10' wide paved trail from Johnson Road to the hammerhead location. This paved trail would be required to be designed and built per City requirements and be constructed within the 66' Carlson Road right of way at the sole cost and responsibility to the applicant. This trail would have a safety gate installed at the east and west entry points and would be turned over to the City for ownership upon review of the City Engineer and acceptance by the City. And as part of installing the sanitary sewer adjacent to Keene Creek, applicant provide clean backfill and a gravel/rock base which can be utilized for the trail base until this section is paved. This trail base would extend from Morris Thomas Road to the proposed hammerhead where it would intersect with the paved trail section within the Carlson Road right of way. Otherwise, the City would likely have to re-excavate and replace the native fill. This could be a prohibitive expense later on in the development of this section of trail.

From discussions with the City Engineer, it is estimated that the cost of constructing a paved 10' wide trail along the Carlson Road right of way and installation clean fill and a gravel/rock base along the sanitary sewer corridor to the proposed hammerhead is approximately \$280,000, which is more expensive than the Carlson Road Option

If substituting the trail for the Carlson Road is recommended by the City Council, the paved trail section and the gravel/rock base section would provide trail access to the existing Keene Creek trail section located south of Morris Thomas Road. This new trail section would provide a public benefit to the future residents of this subdivision as well as residents within the Johnson, Carlson, Alexander and Portland Road area as it would provide off road access to Keene Creek Park and its amenities.

Land Swap

As part of the 1995 Valleyview Division plat, the City created an outlet which was accessed by way of a 66' road right of way platted as Carlson Road. This outlet had been envisioned as future development of the original plat. This 2.5-acre outlet abuts the proposed property and by its inclusion in the project allows for its development and access by way of a future Carlson Road.

The City has discussed a land swap with the applicant, with the applicant making a formal request for the City's Valleyview Division Outlot. The proposed land swap encompasses the 12.6 acre proposed plat outlot for the City's 2.5-acre Valleyview Division Outlot. This land swap accomplishes multiple goals: the protection of Keene Creek; the protection of wetlands; the location of stormwater ponds; available land for the City's planned segment connection of the Munger Trail Spur; two points of ingress/egress for the proposed development and development of an existing outlot for residential housing.

City staff will continue to work with the applicant on the details associated with this proposed land swap.

Wetlands

A wetland delineation was performed in the fall of 2020. The plan envisions wetland impacts associated with the road construction and potentially 2-4 lots in order to accommodate a building footprint. The applicant will be required to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for their review and approval.

The MN DNR has also identified a potential tributary to Keene Creek that runs from east to west along the south portion of the property and generally parallels Morris Thomas Road. This classification of this unmapped water conveyance by the DNR as a tributary is still being discussed with the DNR. The applicant will be required to obtain all necessary permits from the DNR should this water conveyance be classified as a tributary.

Park Dedication Fees

The developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final PUD approval. Bedroom fees at the rate of \$150/bedroom will be paid at the time of building permit.

Summary

The Staff recommendation has two parts. First, Staff recommends approval of the Preliminary PUD as previously approved in the Carlson Road Option. The approval would be the same as was previously approved in the summer of 2021.

In the event the City Council supports the Hammerhead Option, the Staff recommends that the trail infrastructure improvements be substituted for the public benefit previously provided by the Carlson Road Extension. The conditions for the Hammerhead Option would be:

1. The preliminary PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The preliminary PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing variety in the community.
3. The preliminary PUD hereby approved is hereby expressly subject to the following conditions:
 - 3.1 Property Owner is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - 3.2 Trees and brush cannot be burned on the Land, but may be chipped and shredded.
 - 3.3 An MPCA Stormwater Permit and erosion control measures must be in place prior to any construction on the Final PUD.
 - 3.4 All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the entity that owns the utility.
 - 3.5 The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
 - 3.6 The Applicant will have one year from the date of the preliminary PUD approval to file for a final PUD.
 - 3.7 The Applicant is required to submit final construction documents (water, storm sewer, sanitary sewer, drives, parking lots etc.) that include the trail infrastructure improvements from Morris Thomas Road to Johnson Road according to City standards and coordinated with the City Engineer as part of the Final PUD application

4. The applicant shall pay a park dedication fee of \$1,100 per lot/unit in lieu of dedicated park land. This fee will be paid at the time of PUD approval. Bedroom park dedication fees of \$150.00/bedroom will be paid at time of building permit.
5. The applicant shall sign a consent form assenting to all conditions of this approval.
6. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

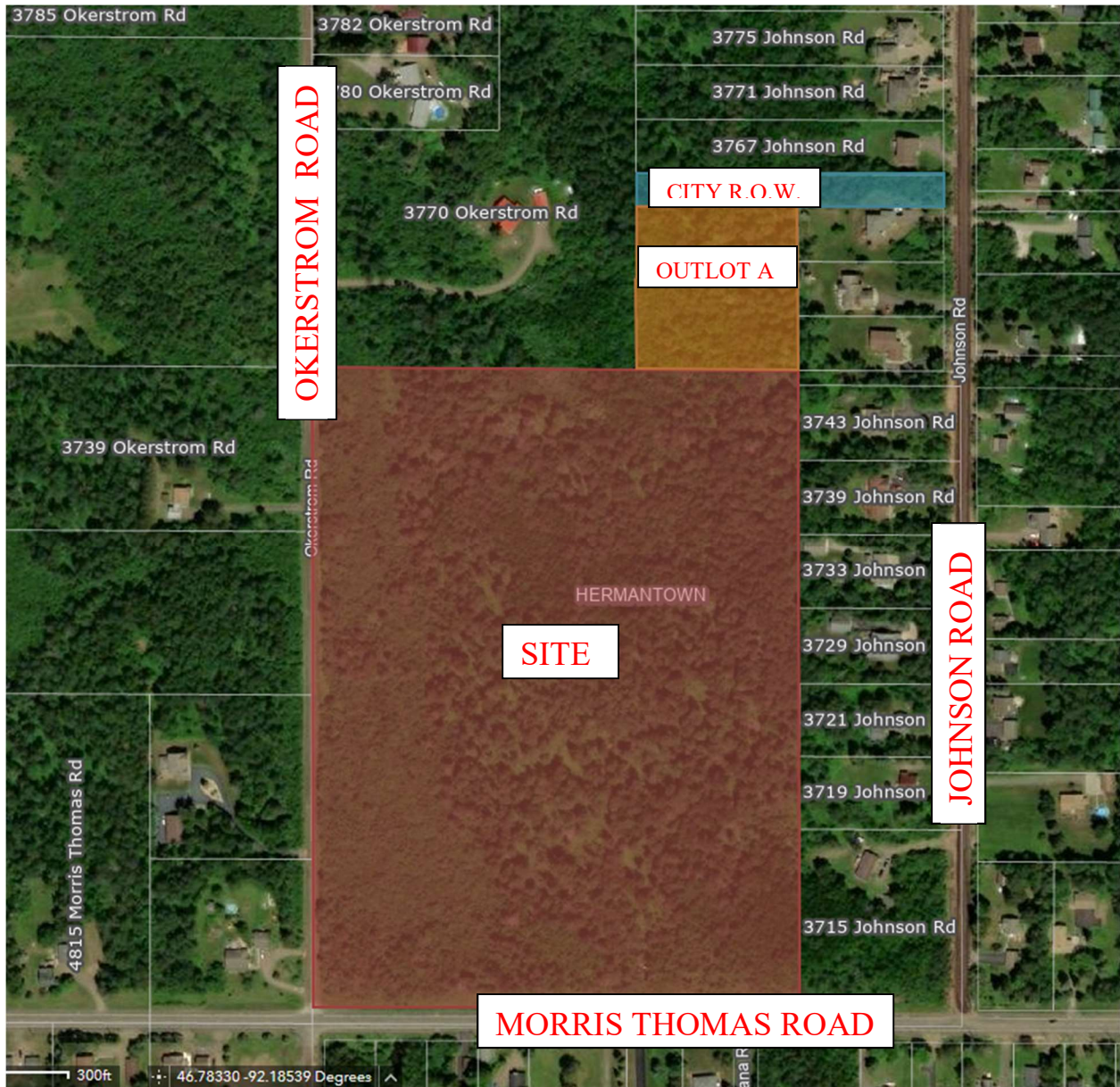
SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS:

- Location Map
- Proposed Preliminary Site Plan
- Previously Approved Preliminary Site Plan
- Valleyview Division Plat
- Proposed Twinhome Building Example

Location Map



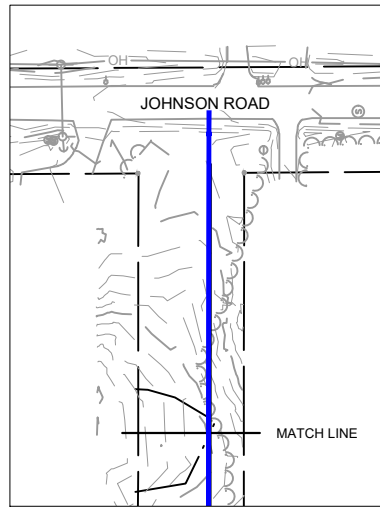
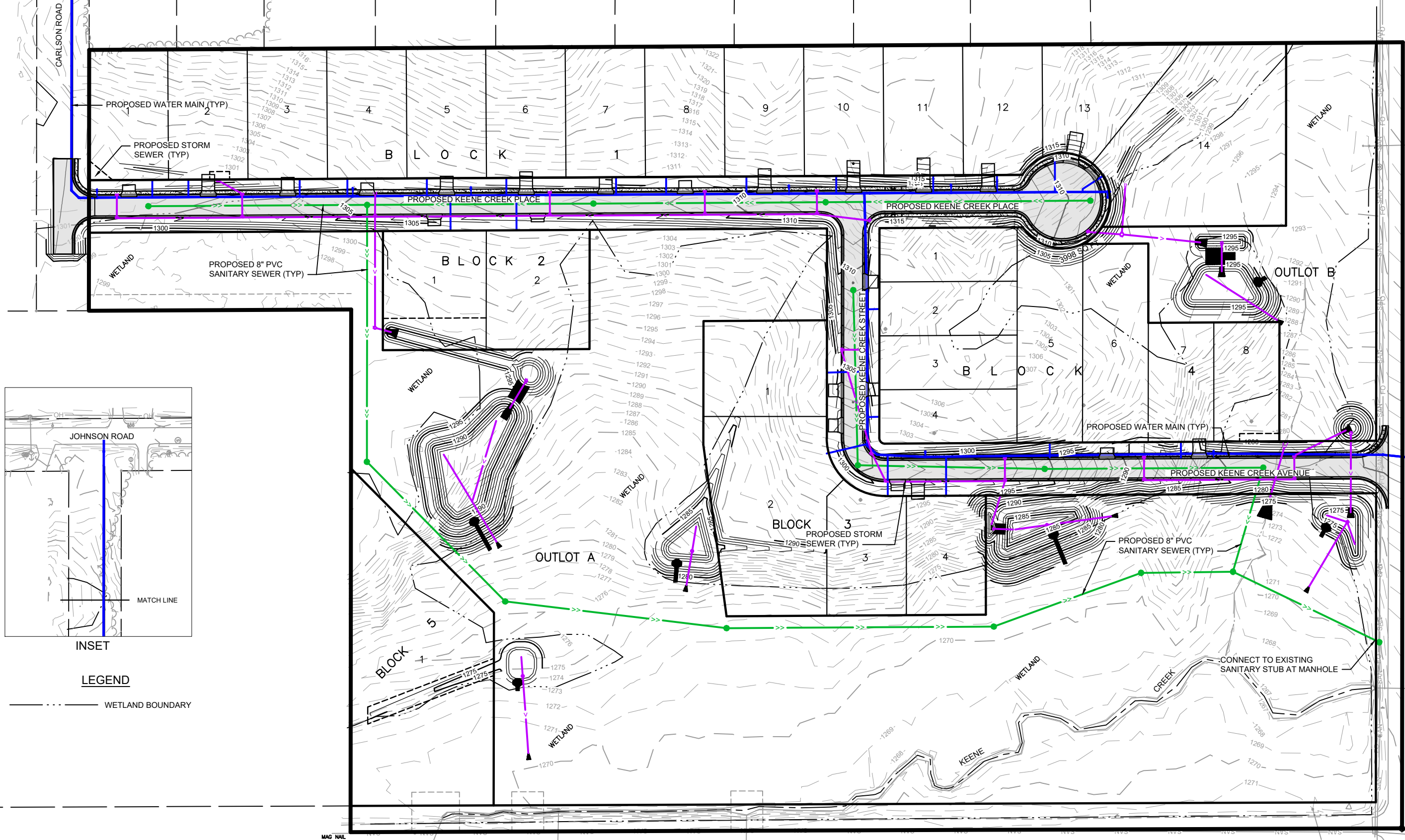
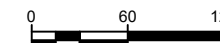


3683

3685

SEE INSET FOR CONTINUATION

MATCH LINE



INSET

LEGEND

--- WETLAND BOUNDARY

PROJECT DATE: 8/31/2021	DRAWN BY: JAS	NO.	DATE	REVISION	BY
	DESIGNED BY: JL				
	CHECKED BY: JL				

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

3/30/2022 Date
52222 License No.
JON LOYE

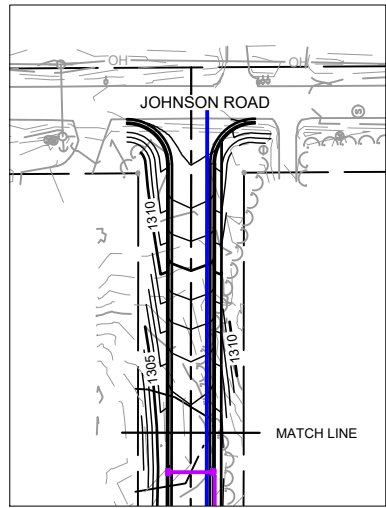
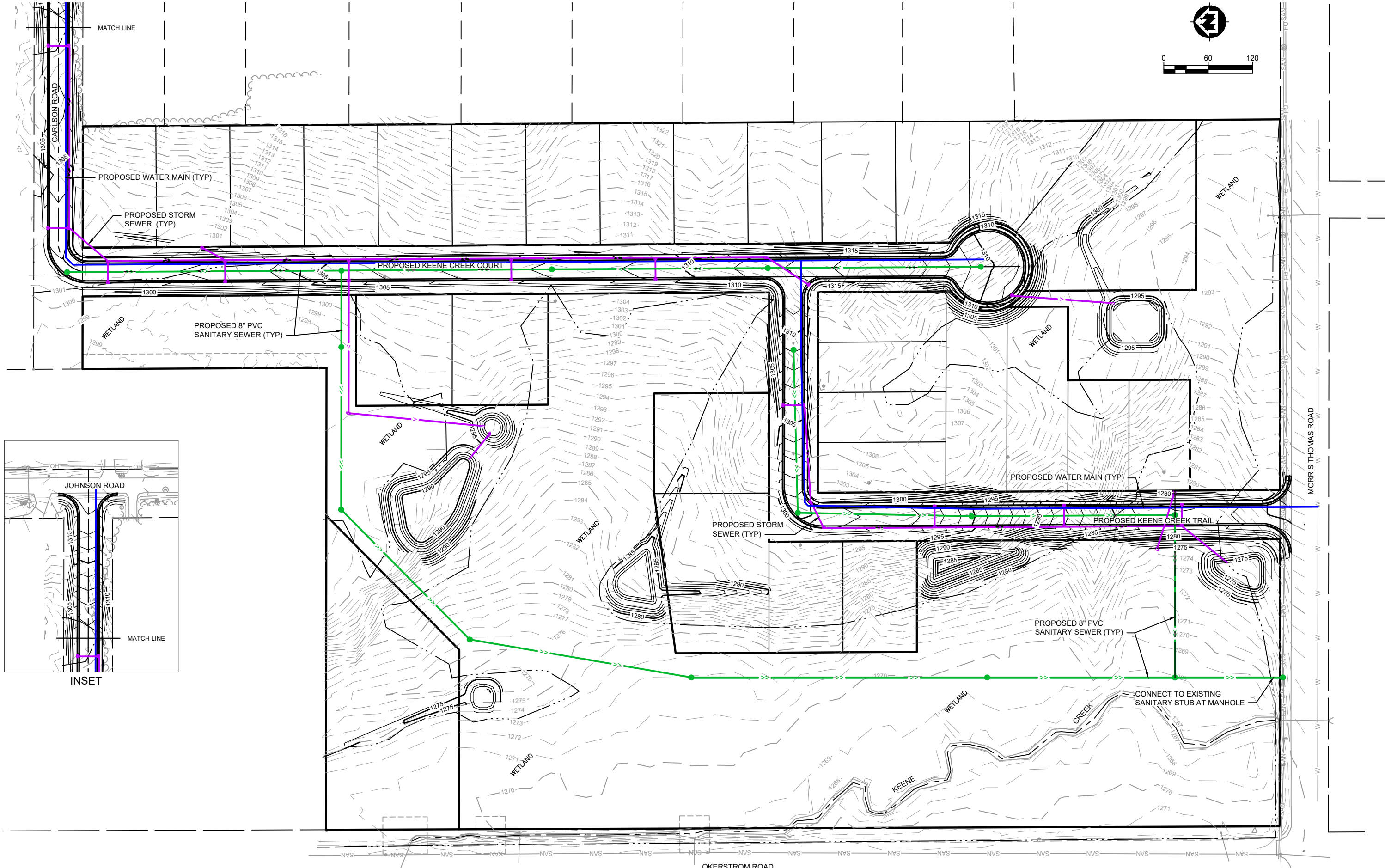
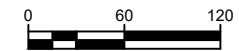
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(218) 722-3915 www.msa-ps.com
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KEENE CREEK TRAIL SUBDIVISION
JAY ZIERDEN
CITY OF HERMANTOWN

OVERALL SITE PLAN

PROJECT NO. 14491004
SHEET G2

SEE INSET FOR CONTINUATION



INSET

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	JAS				
	DESIGNED BY:	Init			
	CHECKED BY:	Init			

PRELIMINARY

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ Date
 REGNO: _____ License No.

 ENGINEERING | ARCHITECTURE | SURVEYING
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 (218) 722-3915 www.msa-ps.com
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KEENE CREEK TRAIL SUBDIVISION
DARREN WEETS
 CITY OF HERMANTOWN

OVERALL SITE PLAN

PROJECT NO.
14491004
 SHEET
G

PLAT OF
VALLEYVIEW DIVISION
LOCATED IN THE E 1/2 OF NW 1/4 OF SE 1/4,
SECTION 25, T.50N., R.15W.
OF THE FOURTH PRINCIPAL MERIDIAN

595561

OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA }
COUNTY OF ST. LOUIS }

I hereby certify that the within
Instrument was filed in the office on
MAR 21 1995
at 10a M. and was duly registered
in Book 715 of Register of Titles,
page 358
MARK A. MONACELLI
Register of Titles
Deputy

Plat Dedication
Valleyview Division
Hermantown, St. Louis County, Minnesota

KNOW ALL MEN BY THESE PRESENTS: That City of Hermantown, a Municipal Corporation, owner and proprietor of the following described property situated in the City of Hermantown, County of St. Louis, State of Minnesota, to wit:

East Half of Northwest Quarter of Southeast Quarter (E 1/2 of NW 1/4 of SE 1/4), SECTION Twenty-five (25), TOWNSHIP Fifty (50) North of RANGE Fifteen West of the Fourth Principal Meridian, according to the United States Government Survey thereof;

Containing 19.94 acres of land, more or less, except all minerals.

Have caused the same to be surveyed and platted as VALLEYVIEW DIVISION and do hereby donate and dedicate to the public for public use forever the thoroughfares and also dedicating the easements as shown on this plat for pedestrian purposes only.

IN WITNESS WHEREOF we have hereunto set our hands this 14th day of MARCH, 1995.

Owner

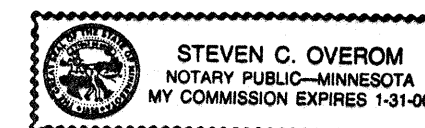
City of Hermantown

Daniel J. Usher

Nancy A. Sirois

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 14th day of MARCH, 1995 by Daniel J. Usher and Nancy A. Sirois, of the City of Hermantown, a Municipal Corporation, on behalf of the corporation.



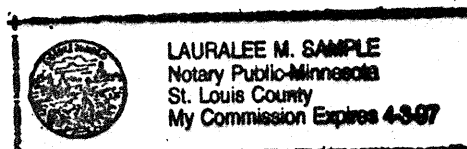
Steven C. Overom
Notary Public, St. Louis County, MN
My Commission Expires 4/3/97

I hereby certify that I have surveyed and platted the property described on this plat as VALLEYVIEW DIVISION, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.02 Subd. 1, or public highways to be designated other than as shown.

Dale L. Berntsen
Dale L. Berntsen, Land Surveyor
Minnesota License No. 13794

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)

The foregoing Surveyor's Certificate was acknowledged before me this 7th day of MARCH, 1995 by Dale L. Berntsen, MN License No. 13794.



Lauralee M. Sample
Notary Public, St. Louis County, MN
My Commission Expires 4/3/97

We do hereby certify that on the 14th day of MARCH, 1995, the City Council of Hermantown, Minnesota, approved this plat.

Daniel J. Usher
Mayor, City of Hermantown

Nancy A. Sirois
City Clerk, City of Hermantown

I hereby certify that this plat has been checked and approved this 14th day of MARCH, 1995.

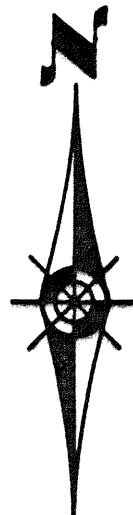
Robert C. Busch
St. Louis County Surveyor *17360

Plat 195

Section
25

All Taxes Paid
March 21, 1995
Gordon D. McFaul
St. Louis County Auditor
By *Mary Jo Tomasek* Deputy

395-195

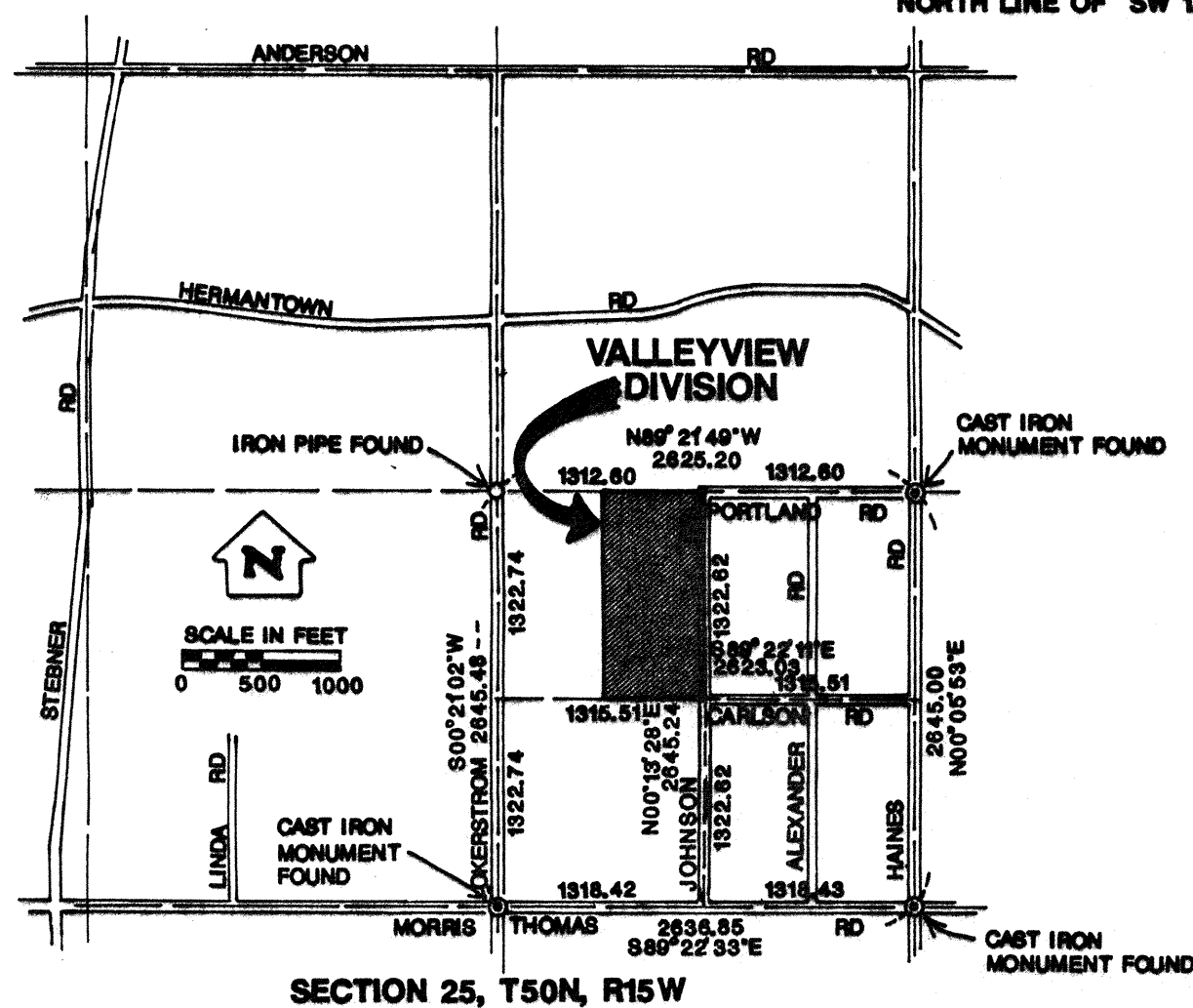
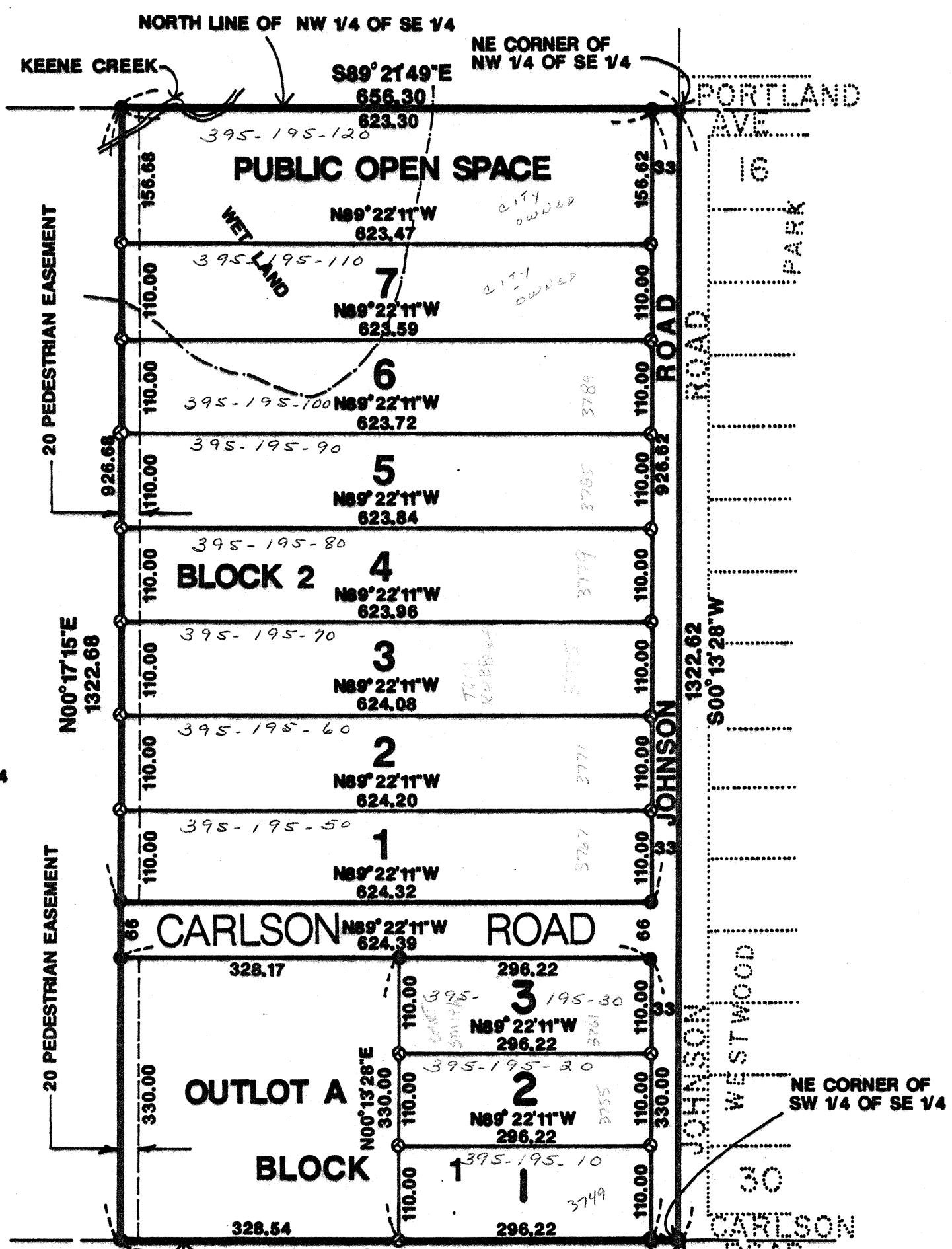


1"=150'
SCALE IN FEET
0 50 100 200 300

- LEGEND -

- IRON SURVEY MARKER SET - RLS 13794
- 3/4" IRON ROD SET - RLS 13794
- WET LAND BOUNDARY (NAT'L. WETLAND INVENTORY)
- 1 1/2" IRON PIPE FOUND
- ⊙ CAST IRON MONUMENT FOUND

BASIS OF BEARINGS - NORTH LINE OF NW 1/4 OF SE 1/4, WAS ASSUMED TO HAVE A BEARING OF S89°21'49"E.



Resolution No. 2022-77

RESOLUTION APPROVING PRELIMINARY PLANNED UNIT DEVELOPMENT FOR THE KEENE CREEK TRAIL SUBDIVISION DEVELOPMENT

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple (Applicant) has submitted a complete application (Application) for a Preliminary Planned Unit Development (“Preliminary PUD”) to allow for construction of 21 single family lots and 8 twinhome lots (“Project”) on a site located at the NE quadrant of Okerstrom Road and Morris Thomas Road, Parcels 395-0010-07589 and 395-0195-00040 in the City of Hermantown; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the Preliminary Planned Unit Development (“Preliminary PUD”) on May 17, 2022 following notice as required by the City’s Zoning Code; and

WHEREAS, following the public hearing on the Preliminary PUD, the Hermantown Planning and Zoning Commission recommended by a 7-0 vote that the City Council approve the Preliminary PUD as submitted by the Applicant; and

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

A. FINDINGS OF FACT

1. Applicant made application for the Preliminary PUD which is to be located within the City of Hermantown.
2. Applicant is the owner of parcel 395-0010-07589 and the City of Hermantown is owner or parcel 395-0195-00040.
3. Applicant will be the user of the PUD.
4. The fee required to be submitted with the Preliminary PUD application has been paid.
5. The Planning and Zoning Commission held a public hearing on the Preliminary PUD following notice as required by ordinances of the City of Hermantown.
6. The Planning and Zoning Commission of the City of Hermantown submitted its report and recommendation on the Preliminary PUD to the City Council within the time period set forth in the ordinances of the City of Hermantown.
7. The City Council considered the Preliminary PUD after receiving the report and recommendation of the Planning and Zoning Commission.
8. The Preliminary PUD is consistent with the Hermantown Comprehensive Plan and is a permitted use in the R-3 Zone District in which it is located.
9. The tract of land (“Land”) affected by the Preliminary PUD is legally described on **Exhibit A** attached hereto.

10. The Preliminary PUD includes provisions for the preservation and creation of natural amenities.
11. Natural systems, resources, topography, vegetation and other natural features will be preserved and enhanced to the extent possible.
12. The Preliminary PUD is located on more than two and one half (2 ½) acres of contiguous land.
13. The Preliminary PUD includes residential uses.
14. The Preliminary PUD provides a public benefit with the following:
 - 14.1 Preservation and enhancement of natural systems and resources, topography, vegetation, and other natural features. – This project proposes a 12.6 acre outlot which consists of wetlands, Keene Creek and a future city trail.
 - 14.2 Provision of a variety of housing and community types. – The project proposes single family lots of varying sizes along with twinhome lots to the community.
 - 14.3 Provision of recreational amenities including trails and parks. – The Project proposes green space associated with the proposed outlot as part of the development. The Project has an interior sidewalk/trail which connects to Morris Thomas Road to Johnson Road via the Carlso Road right of way. In the future, the City is planning construction of the Munger Trail Spur trail segment which will connect the existing trail segments south of Morris Thomas Road, running to Keene Creek Park and the northern segment at Hermantown Road which connects to Stebner Park and the Hermantown Marketplace.
15. Maps were provided with the Plan and contained the following:
 - 15.1. The existing topographic character of the land.
 - 15.2. A composite of all natural amenities of the site.
 - 15.3. The size of the site and proposed uses of the land to be developed together with an identification of off-site land uses.
 - 15.4. The density of land use to be allocated to the overall development.
 - 15.5. The approximate location of thoroughfares.
 - 15.6. The location of open space.
16. The Preliminary PUD includes the following:
 - 16.1. A statement of the ownership of all land involved in the Preliminary PUD.

16.2. An explanation of the general character of the Preliminary PUD.

16.3. A statement describing how all necessary governmental services will be provided for the Project. These will also be addressed in a Development Agreement(s) for development as a condition to the approval of the Final PUD.

B. CONCLUSION

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

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

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

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

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

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

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

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

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

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

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

3.8. The Property Owner shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.

3.9. The Applicant will have one year from the date of the Preliminary PUD approval to submit a Final PUD application and enter into a Development Agreement with the City.

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

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

3.12. The Applicant shall pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final PUD approval. Bedroom fees at the rate of \$150/bedroom will be paid at the time of building permit.

3.13. The Applicant shall enter into an agreement with the City for a land swap for Applicants 12.6 acre outlot for the City's 2.5 acre Outlot A associated with the Valleyview Division plat.

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

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

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was duly passed and adopted June 6, 2022

ACCEPTANCE OF RESOLUTION

BMAX Inc; Darren and Layne Weets, a married couple (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation.

IN WITNESS WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple has executed this acceptance the ____ day of _____, 20212

DEVELOPER:

BMAX Inc.

By _____
Its _____

Darren Weets

Layne Weets

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by BMAX Inc; Darren and Layne Weets, a married couple.

Notary Public

EXHIBIT A

The Southwest Quarter of the Southeast Quarter, Section 25, Township 50 North, Range 15 West of the

Fourth Principal Meridian except the following:

A tract of land in the Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), Section Twenty-five (25), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) the point of beginning of the land to be described; thence North along the East line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), a distance of 397 feet; thence deflect 90°- 24'-10" to the left in a Westerly direction, a distance of 329.36 feet; thence deflect 89° -34'- 45" to the left in a Southerly direction and parallel with the East line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), a distance of 397 feet, more or less, to the South line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼); thence Easterly along the South line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) to the point of beginning.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Twenty-five (25), Township Fifty (50), Range Fifteen (15), described as follows: Beginning at the Southeast (SE) corner of said SW ¼ of SE ¼ ; thence North along the Easterly line of said SW ¼ of SE ¼ a distance of 397 feet to a point, which is the point of beginning; thence West at an angle of 89° 35' 50" a distance of 329.36 feet to a point, thence North at an angle of 90° 25' 15" from the last described line a distance of 294.04 feet to a point; thence East at an angle of 89° 34' 45" from the last described line a distance of 329.22 feet, more or less, to the easterly line of said SW ¼ of SE ¼ thence South along said Easterly line of said SW ¼ of SE ¼, to the point of beginning.

AND

A tract of land in the SW ¼ of SE ¼, Section 25, Township 50, Range 15, West of the Fourth Principal Meridian, described as follows: Commencing at the Southeast corner of said SW ¼ of SE ¼; thence North along the East line of said SW ¼ of SE ¼, a distance of 691.04 feet to the point of beginning of the land to be described; thence deflect 89° 35' 50" to the left in a Westerly direction a distance of 329.22 feet; thence deflect 89° 35' 50" to the right in a Northerly direction, along a line 329.22 feet distant and parallel with the East line of said SW ¼ of SE ¼, a distance of 631.55 feet, more or less, to the North line of said SW ¼ of SE ¼; thence Easterly along the North line of said SW ¼ of SE ¼ to the East line of said SW ¼ of SE ¼; thence Southerly along the East line of said SW ¼ of SE ¼ to the point of beginning.

PARCEL: 395-0010-07589

AND

OUTLOT A VALLEYVIEW DIVISION SECTION TWENTY-FIVE (25), TOWNSHIP FIFTY (50), RANGE FIFTEEN (15).

PARCEL: 395-0195-00040

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



DATE: May 31, 2022

Meeting Date: 06/06/2022

SUBJECT: Preliminary Plat – Keene Creek
Trail Subdivision

Agenda Item: 12-H

Resolution: 2022-78

REQUESTED ACTION

Requested approval of a Preliminary Plat for construction of a 21-lot single family home and 8 twinhome lot (8 units total) for a total of 29 lots located in the NE intersection of Okerstrom Road and Morris Thomas Road. The property is located in an R-3 zoning district.

BACKGROUND

The applicant is proposing to construct 21 single family home lots and 8 twinhome lots (8 units total) for a total of 29 lots on an existing 33 acre property. In addition, the applicant has requested the City enter into an agreement to swap the 2.5 acre Outlot A of the Valleyview Division Plat for the 12.6 acre outlot proposed as part of this plat. The proposed project will consist of 21 single family lots ranging in size from 16,400 square feet to 58,890 square feet. In addition, the applicant is proposing 8 twinhome lots ranging from 11,743 square feet to 20,605 square feet in size for the purpose of building 4 twinhomes, for a total of 8 units total.

SITE INFORMATION:

Parcel Size:	36.5 acres
Legal Access:	Morris Thomas Road
Wetlands:	Yes, delineation approved in 2020
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Natural Environment
Comprehensive Plan:	Suburban

An application for this project was previously reviewed and approved by the Planning and Zoning Commission in June 2021 (hereinafter the “Carlson Road Option”). The Carlson Road Option was subsequently approved by the City Council in July 2021. The main public benefit of the Carlson Road Option was the extension of the Carlson Road out to Johnson Road. The Carlson Road extension was opposed by local residents because of concerns about increased traffic.

In the time since this approval, the applicant has reassessed the project and is now proposing to modify the plan to not include the Carlson Road extension to Johnson Road. Instead, the applicant is looking to terminate the main north-south road in a hammerhead road design (hereinafter the

“Hammerhead Option”). The applicant has not proposed a substitute to the public benefit previously provided under the Carlson Road Option. This change to the previously approved Carlson Road Option requires that the applicant remains at the preliminary review stage and with another public hearing on this proposal.

A public hearing for this revised application was held on Tuesday, May 17, 2022. In addition to the applicant, numerous members of the public spoke on the application at the meeting. The people who spoke were generally supportive of the application as submitted by the applicant with the hammerhead terminus to the road vs. a through street to Johnson Road. Other comments included the proximity of new homes to existing lots and the potential of a paved trail along the future Carlson Road right of way instead of a road.

The Planning and Zoning staff memo recommended the continuation of the project with a through Road to Johnson Road as was previously approved as a preliminary Planned Unit Development/Preliminary Plat. In lieu of this road, staff provided an alternative scenario that instead of a through road, that the developer construct a paved 10 foot wide trail connecting Johnson Road to the Hammerhead and as part of installing the sanitary sewer adjacent to Keene Creek, applicant provide clean backfill and a gravel/rock base which can be utilized for the trail base until this section is paved. This trail base would extend from Morris Thomas Road to the proposed hammerhead where it would intersect with the paved trail section within the Carlson Road right of way.

The Planning and Zoning Commission recommended the application as submitted by the applicant with the hammerhead road terminus and no additional trail work, unanimously onto the City Council for their approval.

Zoning Analysis:

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

The purpose of the PUD request is to allow for the creation of 8 twinhome lots and for 17 of the proposed 21 single family lots to be less than ½ acre (21,780 square feet) in size.

Setbacks

City Code allows a PUD to have standards that meet the City’s goals for each proposed development. These standards include building height, density, roadway widths and setbacks. The proposed project is for 21 lot single family home and 8 twinhome lot (8 units total) for a total of 29 lots. The single family lots meet the underlying front and rear yard setback requirements of the R-3 zoning district. The applicant is proposing a minimum 10’ foot side yard setback, 20’ aggregate total as opposed to the 25’ aggregate total associated with the R-3 district. The PUD allows for the setting of site specific setbacks.

The twinhome lots propose a 50' front yard setback, a 40' rear yard setback and a minimum 10' foot side yard setback (20' aggregate total). The twinhomes are located within the interior of the site and do not abut any existing single family homes.

Plat

The applicant is proposing to divide the property into 29 lots. A preliminary plat has been provided as part of the application. A final plat prepared by a registered land surveyor will be required for the project.

Utilities

The applicant has engaged a civil engineer to conduct this work with preliminary documents being submitted as part of the application. The work submitted include grading plans along with water and sanitary sewer plans.

The project proposes the extension of a sanitary sewer line from Morris Thomas Road which generally parallels Keene Creek and progressing to the north and east to provide sanitary sewer service to each lot.

The water main extension will connect from Morris Thomas Road running to the north and east and connect into the existing water main in Johnson Road. This design will provide a looped water system for the proposed development.

Upon submittal of the Final Plat the applicant will be required to submit construction documents for review and approval by the City Engineer. Upon City acceptance, all utilities will be turned over to the City of Hermantown.

Stormwater

The applicant is proposing a series of six ponds located throughout the site to accommodate the stormwater associated with the project. The applicant has engaged a civil engineer to conduct this work with preliminary documents being submitted as part of the application. Upon submittal of the Final Plat the applicant will be required to submit erosion and sediment control plan for construction and post-construction control of run-off. Bio-rolls, silt fencing and other Best Management Practices will be required in order to control runoff during construction.

The stormwater ponds are within the proposed outlot for the plat and will be turned over to the City upon completion and acceptance by the City Engineer.

Access

The project is proposed to be accessed by way of Morris Thomas Road with the interior road system terminating in a hammerhead configuration. This Hammerhead Option differs from the previously approved Carlson Road Option in that it does not provide a second road access via the 66' road right of way associated with the Valleyview Division which was platted as Carlson Road.

Road Option

The City staff recommends the previously approved Carlson Road Option for public safety, planning, and City Code reasons. The build out of Carlson Road provides public benefits to the

City and its residents from a life/safety standpoint as it provides two means of ingress and egress to a development for police and fire access. The City's goal in planning and public safety is to ensure that adequate roads, sewer, water, fire and police protection are in place or provided for before the final preliminary plat is approved.

From discussions with the City Engineer, it is estimated that the cost of constructing the proposed Carlson Road to Johnson Road in the Carlson Road Option is approximately \$220,000.

In addition to these benefits, the City zoning ordinance references multiple sections supporting through roads:

1020.03.2. Streets must be designed and located with consideration to existing and planned streets, reasonable circulation patterns, topographical conditions, stormwater runoff, public conveyance safety.

1020.03.7. Where adjoining areas are not platted, but in the future may be platted, the arrangement of streets in a new plat should make provision for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new plat at appropriate locations. A temporary turn around facility may be required at the closed end, in conformance with standards will be established by the City Engineer.

1020.04.1. Permanent cul-de-sacs shall not exceed a length of 500 feet.

Trail As Replacement of Carlson Road Public Benefit

If the City Council supports the Hammerhead Option, City staff recommends a modification to the proposed plan. Instead of building out Carlson Road, the applicant build the trail infrastructure that provides a roughly equivalent public benefit as required under the PUD ordinance. Staff proposes that applicant construct a 10' wide paved trail from Johnson Road to the hammerhead location. This paved trail would be required to be designed and built per City requirements and be constructed within the 66' Carlson Road right of way at the sole cost and responsibility to the applicant. This trail would have a safety gate installed at the east and west entry points and would be turned over to the City for ownership upon review of the City Engineer and acceptance by the City. And as part of installing the sanitary sewer adjacent to Keene Creek, applicant provide clean backfill and a gravel/rock base which can be utilized for the trail base until this section is paved. This trail base would extend from Morris Thomas Road to the proposed hammerhead where it would intersect with the paved trail section within the Carlson Road right of way. Otherwise, the City would likely have to re-excavate and replace the native fill. This could be a prohibitive expense later on in the development of this section of trail.

From discussions with the City Engineer, it is estimated that the cost of constructing a paved 10' wide trail along the Carlson Road right of way and installation clean fill and a gravel/rock base along the sanitary sewer corridor to the proposed hammerhead is approximately \$280,000, which is more expensive than the Carlson Road Option

If substituting the trail for the Carlson Road is recommended by the City Council, the paved trail section and the gravel/rock base section would provide trail access to the existing Keene Creek

trail section located south of Morris Thomas Road. This new trail section would provide a public benefit to the future residents of this subdivision as well as residents within the Johnson, Carlson, Alexander and Portland Road area as it would provide off road access to Keene Creek Park and its amenities.

Land Swap

As part of the 1995 Valleyview Division plat, the City created an outlet which was accessed by way of a 66' road right of way platted as Carlson Road. This outlet had been envisioned as future development of the original plat. This 2.5 acre outlet abuts the proposed property and by its inclusion in the project allows for its development and access by way of a future Carlson Road.

The City has discussed a land swap with the applicant, with the applicant making a formal request for the City's Valleyview Division Outlet. The proposed land swap encompasses the 12.6 acre proposed plat outlet for the City's 2.5 acre Valleyview Division Outlet. This land swap accomplishes multiple goals: the protection of Keene Creek; the protection of wetlands; the location of stormwater ponds; available land for the City's planned segment connection of the Munger Trail Spur; two points of ingress/egress for the proposed development and development of an existing outlet for residential housing.

City staff will continue to work with the applicant on the details associated with this proposed land swap.

Wetlands

A wetland delineation was performed in the fall of 2020. The plan envisions wetland impacts associated with the road construction and potentially 2-4 lots in order to accommodate a building footprint. The applicant will be required to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for their review and approval.

The MN DNR has also identified a potential tributary to Keene Creek that runs from east to west along the south portion of the property and generally parallels Morris Thomas Road. This classification of this unmapped water conveyance by the DNR as a tributary is still being discussed with the DNR. The applicant will be required to obtain all necessary permits from the DNR should this water conveyance be classified as a tributary.

Park Dedication Fees

The developer will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final PUD approval. Bedroom fees at the rate of \$150/bedroom will be paid at the time of building permit.

Summary

The Staff recommendation has two parts. First, Staff recommends approval of the Preliminary plat as previously approved in the Carlson Road Option. The approval would be the same as was previously approved in the summer of 2021.

In the event the City Council supports the Hammerhead Option, the Staff recommends that the trail infrastructure improvements be substituted for the public benefit previously provided by the Carlson Road Extension. The conditions for the Hammerhead Option would be:

1. The proposed preliminary plat meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The preliminary plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
3. The applicant will have one year from the date of the preliminary Plat approval to file for a Final Plat.
4. The lots will be served by public water and sewer which will be constructed by the applicant. The new water and sewer main will be constructed by the applicant, reviewed and approved by the City Engineer then turned over to the City.
5. The applicant will be required to enter into an agreement with the City in order to obtain Outlot A of the Valleyview Division for the purpose of utilizing the outlot as part of the Keene Creek Trail Subdivision project.
6. The applicant will be required to deed to the City the outlot and subsequent stormwater ponds within to the City.
7. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final PUD/Plat approval. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
8. The Applicant shall sign a consent form assenting to all conditions of this approval.
9. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

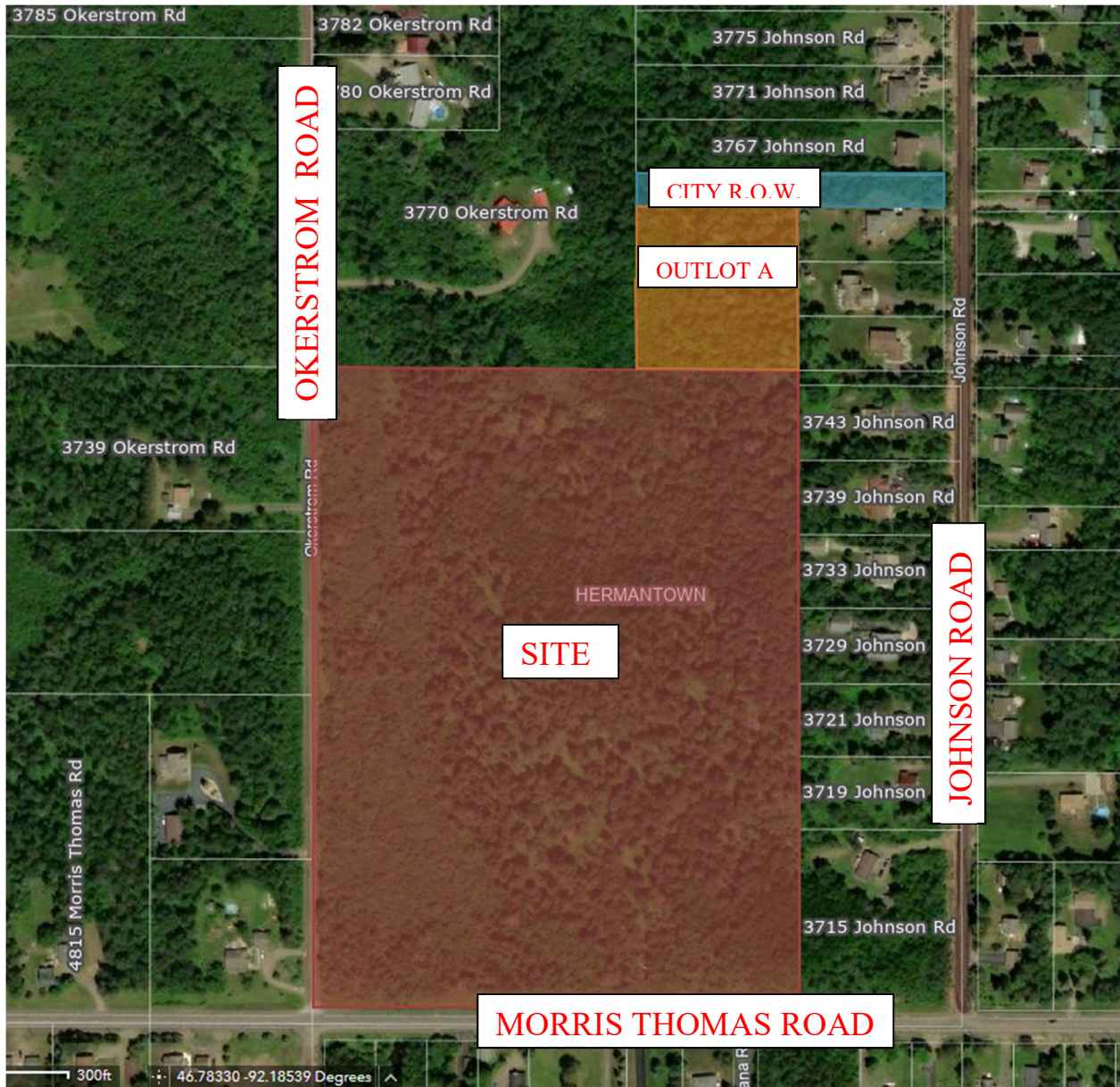
SOURCE OF FUNDS (if applicable)

N/A

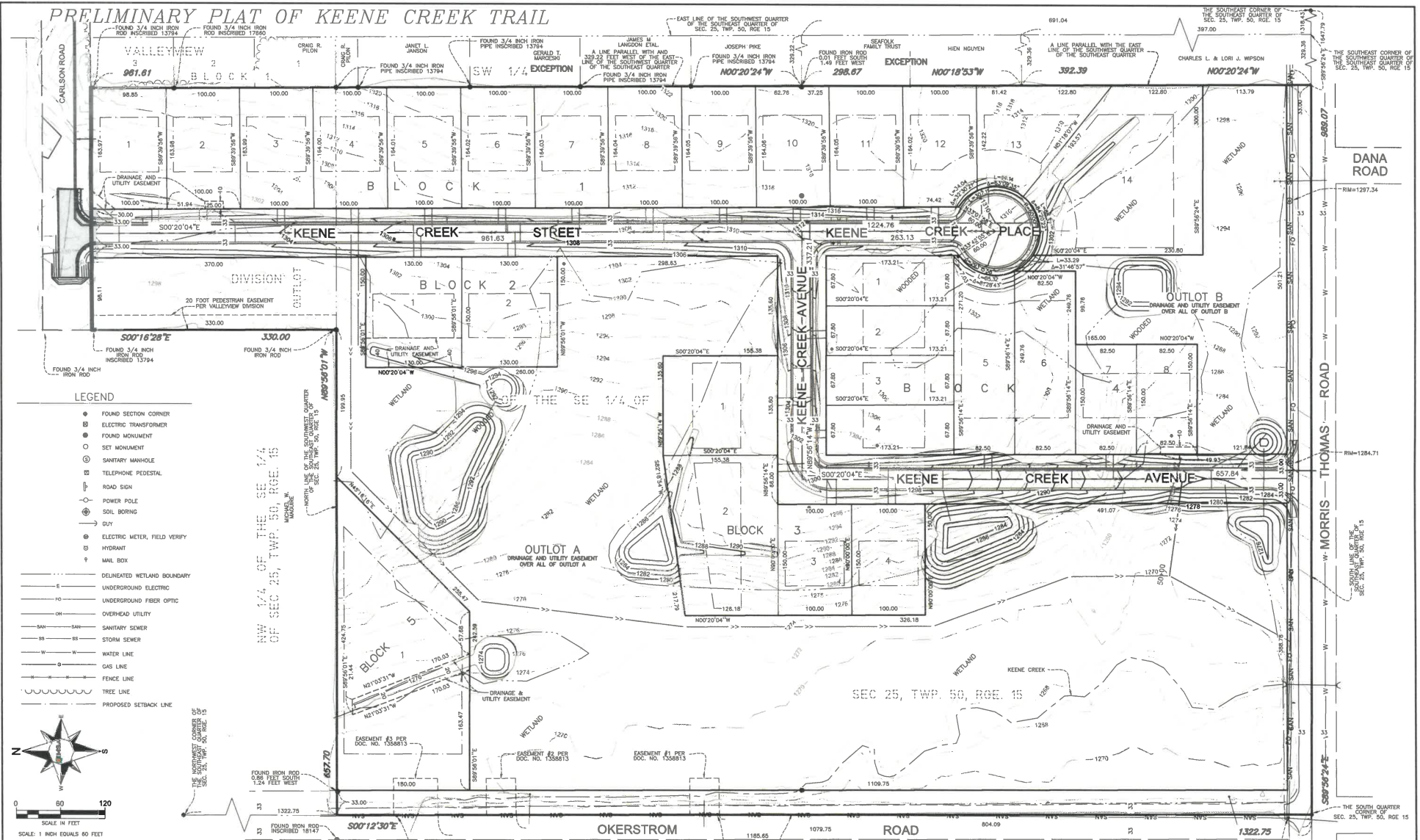
ATTACHMENTS:

- Location Map
- Proposed Preliminary Plat
- Previously Approved Preliminary Plat
- Valleyview Division Plat
- Resolution

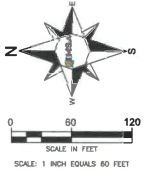
Location Map



PRELIMINARY PLAT OF KEENE CREEK TRAIL



- LEGEND**
- FOUND SECTION CORNER
 - ⊙ ELECTRIC TRANSFORMER
 - ⊙ FOUND MONUMENT
 - ⊙ SET MONUMENT
 - ⊙ SANITARY MANHOLE
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ ROAD SIGN
 - ⊙ POWER POLE
 - ⊙ SOIL BORING
 - ⊙ GUY
 - ⊙ ELECTRIC METER, FIELD VERIFY
 - ⊙ HYDRANT
 - ⊙ MAIL BOX
 - DELINEATED WETLAND BOUNDARY
 - UNDERGROUND ELECTRIC
 - UNDERGROUND FIBER OPTIC
 - OVERHEAD UTILITY
 - SANITARY SEWER
 - STORM SEWER
 - WATER LINE
 - GAS LINE
 - FENCE LINE
 - TREE LINE
 - PROPOSED SETBACK LINE



BENCHMARK:
MNDOT MONUMENT LAKESUP 3 MNDT RESET
ELEVATION=1214.67

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC. 25, TWP. 50, R. 15, BEARS SOUTH 89 DEGREES 48 MINUTES 24 SECONDS EAST AS REFERENCED TO THE US DAKOTA COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM (SECTION 84) MARK.

PROJECT DATE:	MAY 2021	DRAWN BY:	GES	NO.:	DATE:	REVISION:	NO.:	DATE:	REVISION:
DESIGNED BY:	JSAL	#		#			#		
CHECKED BY:	ES	#		#			#		

UTILITY DISCLAIMER
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM ASBURY OWNERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.

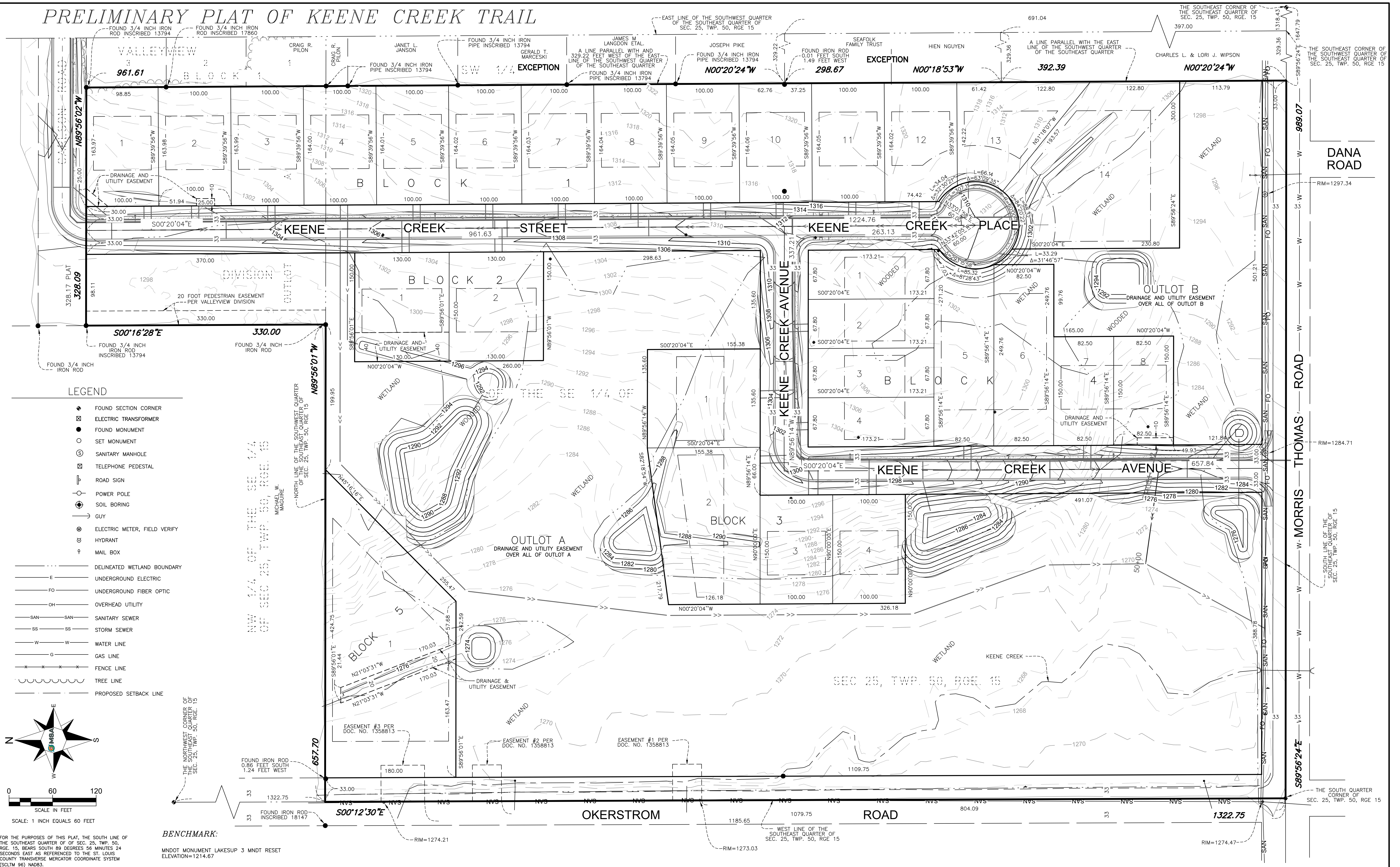
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333 W Superior Street, Duluth MN 55802
(218) 722-3915 www.msa-ps.com

KEENE CREEK TRAIL
CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN

PRELIMINARY PLAT
PROJECT NO. 14491004
SHEET 2 OF 2

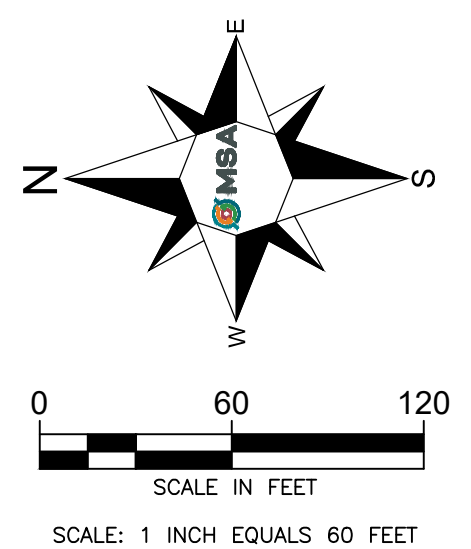
PLAT DATE: Monday, June 08, 2021 10:56:37 AM, G:\14491004\14491004\Survey\14491004 Preliminary Plat.dwg

PRELIMINARY PLAT OF KEENE CREEK TRAIL



LEGEND

- FOUND SECTION CORNER
- ⊕ ELECTRIC TRANSFORMER
- FOUND MONUMENT
- SET MONUMENT
- ⊙ SANITARY MANHOLE
- ⊕ TELEPHONE PEDESTAL
- ⊕ ROAD SIGN
- POWER POLE
- ⊕ SOIL BORING
- GUY
- ⊕ ELECTRIC METER, FIELD VERIFY
- ⊕ HYDRANT
- ⊕ MAIL BOX
- DELINEATED WETLAND BOUNDARY
- E UNDERGROUND ELECTRIC
- FO UNDERGROUND FIBER OPTIC
- OH OVERHEAD UTILITY
- SAN SANITARY SEWER
- SS STORM SEWER
- W WATER LINE
- G GAS LINE
- * * * FENCE LINE
- ~ ~ ~ TREE LINE
- --- PROPOSED SETBACK LINE



FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC. 25, TWP. 50, RGE. 15, BEARS SOUTH 89 DEGREES 59 MINUTES 24 SECONDS EAST AS REFERENCED TO THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM (SCLTM 96) NAD83.

BENCHMARK:
MNDOT MONUMENT LAKESUP 3 MNDT RESET
ELEVATION=1214.67

PROJECT DATE:	MAY 2021	DRAWN BY:	CES	NO.	DATE	REVISION	BY
DESIGNED BY:	JS/JL	#	#				
CHECKED BY:	ES	#	#				

UTILITY DISCLAIMER
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KEENE CREEK TRAIL
CITY OF HERMANTOWN
ST. LOUIS COUNTY, MN

PRELIMINARY PLAT

PROJECT NO:
14491004
SHEET
2 OF 2

PLAT OF
VALLEYVIEW DIVISION
LOCATED IN THE E 1/2 OF NW 1/4 OF SE 1/4,
SECTION 25, T.50N., R.15W.
OF THE FOURTH PRINCIPAL MERIDIAN

595561

OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA }
COUNTY OF ST. LOUIS }

I hereby certify that the within
Instrument was filed in the office on
MAR 21 1995
at 10a M. and was duly registered
in Book 715 of Register of Titles,
page 358
MARK A. MONACELLI
Register of Titles
Deputy

Plat Dedication
Valleyview Division
Hermantown, St. Louis County, Minnesota

KNOW ALL MEN BY THESE PRESENTS: That City of Hermantown, a Municipal Corporation, owner and proprietor of the following described property situated in the City of Hermantown, County of St. Louis, State of Minnesota, to wit:

East Half of Northwest Quarter of Southeast Quarter (E 1/2 of NW 1/4 of SE 1/4), SECTION Twenty-five (25), TOWNSHIP Fifty (50) North of RANGE Fifteen West of the Fourth Principal Meridian, according to the United States Government Survey thereof;

Containing 19.94 acres of land, more or less, except all minerals.

Have caused the same to be surveyed and platted as VALLEYVIEW DIVISION and do hereby donate and dedicate to the public for public use forever the thoroughfares and also dedicating the easements as shown on this plat for pedestrian purposes only.

IN WITNESS WHEREOF we have hereunto set our hands this 14th day of MARCH, 1995.

Owner

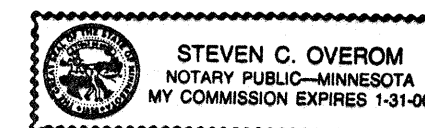
City of Hermantown

Daniel J. Usher

Nancy A. Sirois

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 14th day of MARCH, 1995 by Daniel J. Usher and Nancy A. Sirois, of the City of Hermantown, a Municipal Corporation, on behalf of the corporation.



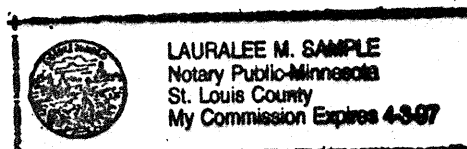
Steven C. Overom
Notary Public, St. Louis County, MN
My Commission Expires 4/3/97

I hereby certify that I have surveyed and platted the property described on this plat as VALLEYVIEW DIVISION, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.02 Subd. 1, or public highways to be designated other than as shown.

Dale L. Berntsen
Dale L. Berntsen, Land Surveyor
Minnesota License No. 13794

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)

The foregoing Surveyor's Certificate was acknowledged before me this 7th day of MARCH, 1995 by Dale L. Berntsen, MN License No. 13794.



Lauralee M. Sample
Notary Public, St. Louis County, MN
My Commission Expires 4/3/97

We do hereby certify that on the 14th day of MARCH, 1995, the City Council of Hermantown, Minnesota, approved this plat.

Daniel J. Usher
Mayor, City of Hermantown

Nancy A. Sirois
City Clerk, City of Hermantown

I hereby certify that this plat has been checked and approved this 14th day of MARCH, 1995.

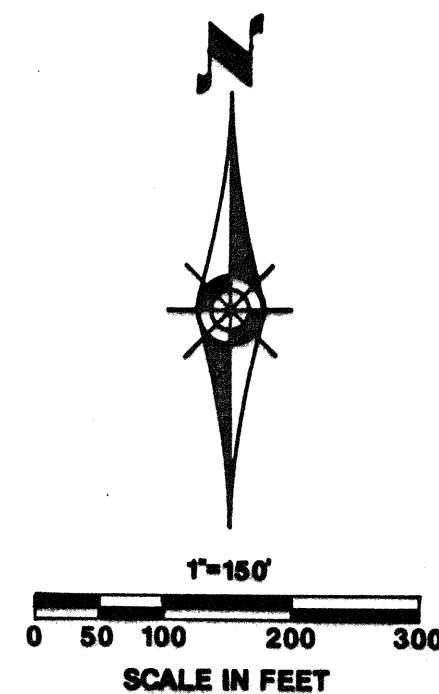
Robert C. Busch
St. Louis County Surveyor *17360

Plat 195

Section
25

All Taxes Paid
March 21, 1995
Gordon D. McFaul
St. Louis County Auditor
By *Mary Jo Tomasek* Deputy

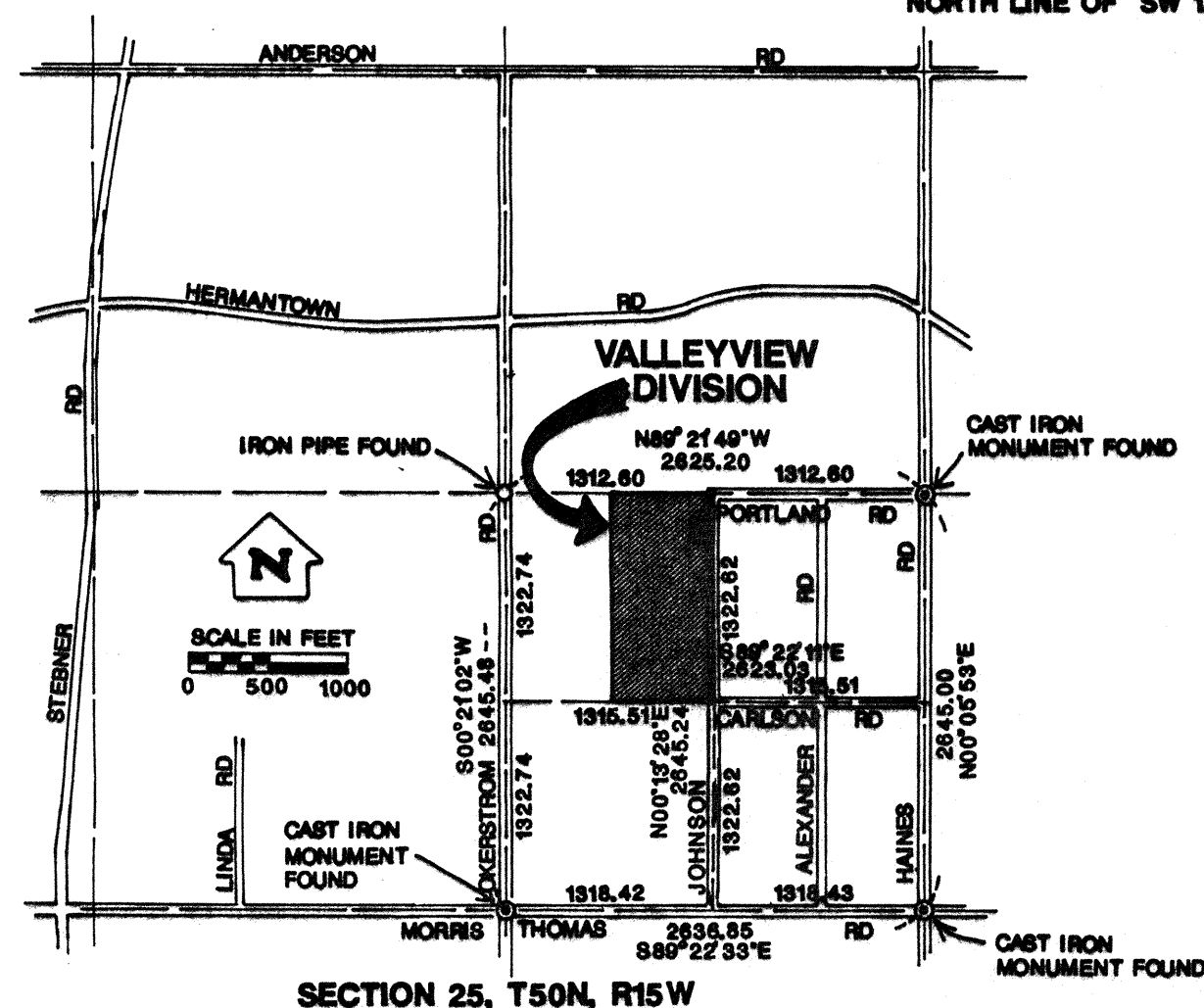
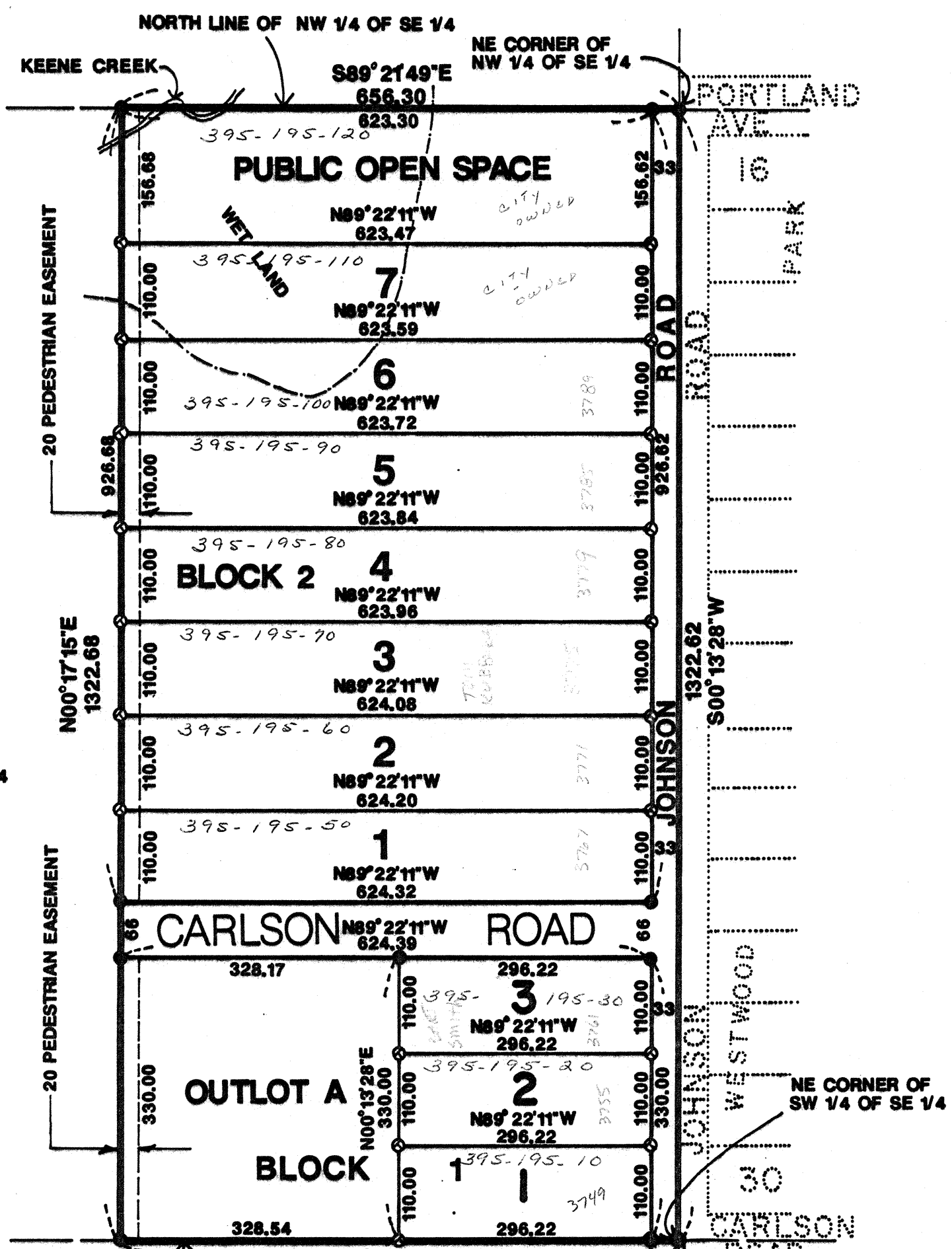
395-195



- LEGEND -

- IRON SURVEY MARKER SET - RLS 13794
- 3/4" IRON ROD SET - RLS 13794
- WET LAND BOUNDARY (NAT'L. WETLAND INVENTORY)
- 1 1/2" IRON PIPE FOUND
- ⊙ CAST IRON MONUMENT FOUND

BASIS OF BEARINGS - NORTH LINE OF NW 1/4 OF SE 1/4, WAS ASSUMED TO HAVE A BEARING OF S89°21'49"E.



Resolution No. 2021-78

**RESOLUTION APPROVING PRELIMINARY PLAT OF KEENE CREEK TRAIL
SUBDIVISION AND IMPOSING CONDITIONS ON SUBMITTAL OF THE FINAL PLAT**

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple (Applicant) has requested a preliminary plat for Keene Creek Trail Subdivision comprised of 21 single family lots, 8 twinhome lots and two out lots in an R-3 zoning district; and

WHEREAS, the Hermantown Planning and Zoning Commission has recommended the approval of the preliminary plat following a public hearing on May 17, 2022; and

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

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

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

1. The preliminary plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
2. The preliminary plat of Keene Creek Trail Subdivision is hereby approved.
3. The following conditions are imposed upon the final plat:
 - a. The final plat shall be submitted within one year of the date of the approval of the preliminary plat.
 - b. The title of the land underlying the plat shall be approved by the City Attorney.
 - c. Any deficiency noted by the surveyor on the preliminary plat will be corrected on the final plat.
 - d. Applicant shall pay a cash contribution per the schedule adopted in the Hermantown Fee Schedule.
 - e. Applicant shall enter into a development agreement with the City at time of final plat that outlines development responsibilities and provide financial securities for site improvements and utility installation.
 - f. Applicant agrees to construct, at their own expense, a connection between Morris Thomas Road and Johnson Road, via Carlson Road, in a manner and time to be determined via development agreement with City.
 - g. Regardless of the impact on the number of approved lots, all lots will meet the requirements associated with the Planned Unit Development approval for the project. Additional requirements per the Hermantown Zoning Ordinance, include but not limited to:
 - i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 6, 2022.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: June 2, 2022
SUBJECT: Engineering Contract – Bridge
7742 Hermantown Road



Meeting Date: 6/6/2022
Agenda Item: 12-I
Resolution: 2022-79

REQUESTED ACTION

Approve contract with LHB for engineering services related to replacing Bridge 7742 on Hermantown Road

BACKGROUND

The City sought proposals for engineering services to replace the bridge on Hermantown Road (Near Five Corners Road) The plan is to replace the bridge ahead of the Road Improvement Project to resurface Hermantown Road in 2024. The bridge would be replaced in 2023.

SOURCE OF FUNDS (if applicable)

603-441100-305 Project 542

ATTACHMENTS

Resolution
Proposal
Exhibit A – Contract

Resolution No. 2022-79

RESOLUTION RECEIVING PROPOSALS AND AWARDED ENGINEERING CONTRACT FOR DESIGN AND CONSTRUCTION ENGINEERING TO REPLACE BRIDGE 7724 CROSSING ROCKY RUN CREEK AT HERMANTOWN ROAD IN THE AMOUNT NOT TO EXCEED \$155,747.

WHEREAS, the City of Hermantown (“City”) desires to reconstruct Bridge 7724 crossing Rocky Run Creek at the Hermantown Road (“Project”); and

WHEREAS, LHB submitted a proposal dated May 10, 2022 (“Proposal”); and

WHEREAS, City and LHB desire to enter into professional Services as shown on the Request for Proposals attached hereto; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Request for Proposals.

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

1. The Mayor and City Clerk are authorized and directed to enter into a contract with LHB substantially in the form attached hereto as Exhibit A.

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 on June 6, 2022.

**AGREEMENT FOR ENGINEERING SERVICES
FOR BRIDGE 7724 OVER THE ROCKY RUN AT HERMANTOWN ROAD**

THIS AGREEMENT FOR ENGINEERING SERVICES (“Agreement”) is made effective as of the ____ day of _____, 2019 by and between the **City of Hermantown**, hereinafter referred to as “City”, and _____, hereinafter referred to as “Engineer”, in response to the following situation:

A. City desires to obtain design and construction engineering services to replace Bridge 7724 over the Rocky Run River at Hermantown (“Project”).

B. Engineer is willing to provide engineering services to City pursuant to these terms of this Agreement.

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

1. Services to be Performed.

1.1. The primary contact person for services to be performed by Engineer shall be John Loye.

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

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

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

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

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

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

7. **Standard of Performance and Insurance; Indemnity.**

7.1. **Standards of Performance.**

7.1.1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily exercised by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

7.1.2. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Engineer. Owner acknowledges Engineer will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Engineer shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Engineer's services do not include review or evaluation of the Owner's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

7.1.3. When requested, the Engineer will provide an Opinion of Probable Construction Cost. Engineer's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as a professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator or negotiate additional services and fees with Engineer.

7.2. **Insurance and Indemnity.** All services to be performed by Engineer hereunder shall be performed in a skilled, professional and non-negligent manner. Engineer shall obtain and maintain at his/her/its cost and expense:

7.2.1. Commercial general liability insurance that covers the engineering services performed by Engineer for Owner with a limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

7.2.2. Automobile liability insurance that covers the engineering services performed by Engineer for Owner with a limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

7.2.3. Errors and omissions or equivalent insurance that covers the engineering services performed by Engineer for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

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

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

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

Engineer shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Engineer has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under the Engineer's commercial general liability policy and automobile policy. The insurer will provide at least thirty (30) days prior written notice to Owner, without fail, of any cancellation, non-renewal, or modification of any of the policies required to be maintained by Engineer and 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 such policy or coverage evidenced by said certificate(s) for nonpayment of premium. Engineer shall provide Owner with appropriate endorsements to Engineer's commercial general liability policy and automobile policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing such insurance policy to Engineer.

The Engineer shall require any subcontractor permitted by Owner to perform work for Engineer on the Project to have in full force and effect the

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

8. **Compensation.** Engineer shall be compensated for the services to be performed hereunder as set forth in the RFP Response subject to a total not to exceed amount of One Hundred Eighty-six Thousand Eight Hundred and No/100 Dollars (\$186,800.00). Engineer shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

9. **Recordkeeping.** Engineer hereby agrees:

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

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

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

11. **Confidentiality.** Engineer agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any

kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

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

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

The City shall have the sole and exclusive right, title and interest, including all rights to ownership of all Project Materials upon completion of the work and payment in full all monies due to the Engineer.

Engineer shall, at no cost to City, provide City with copies of all Project Materials o in a format at acceptable to City.

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

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

Engineer shall have no liability related to the use by City of any Project Materials by City that are not in connection with the performance of services by Engineer.

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 Engineer, or to City 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.** Engineer shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

16. **Data Practices Act.** Engineer acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided

by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Engineer in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Engineer and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Engineer receives a request to release the data referred to in this Section, Engineer must immediately notify City and consult with City as to how Engineer should respond to the request. Engineer's response shall comply with applicable law, including that the response is timely and, if Engineer denies access to the data, that Engineer's response references the statutory basis upon which Engineer relied. Engineer does not have a duty to provide public data to the public if the public data is available from City.

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

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

19. **RFP Response.** Engineer agrees to comply with the terms and provisions contained in the RFP Response.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CITY:
City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

ENGINEER:

By _____
Its _____

EXHIBIT A



May 26, 2022

ROCKY RUN CREEK BRIDGE (#7724) REPLACEMENT AT HERMANTOWN ROAD

John Mulder
City Administrator
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
jmulder@hermantownmn.com

LHB is pleased to submit our proposal to assist the City of Hermantown with design and construction administration services related to the replacement of the Rocky Run Creek Bridge (#7724) at Hermantown Road. Our familiarity with the structure and the area, acquired in 2021 while preparing a feasibility study for this project, gives us a keen insight into existing bridge and site conditions, constraints, and other project drivers. We understand the challenges the site presents and its goals and objectives. We have the knowledge and background to sift through and home in on what really matters and what is important to the City.

Our team includes the professionals who have inspected and rated the existing bridge and have worked on similar projects in the local area for many years. The following are other unique aspects we bring to the Rocky Run Creek Bridge Replacement Project:

Project Management: Leading the project will be Jon Siiter in the Project Manager role. Jon has served as Project Manager on bridge and approach grading design and construction projects for over 15 years, using a communications-focused project management style. Jon will be joined by Brad Scott as Lead Grading Engineer. Jon and Brad have worked together for nearly 20 years, so you can be assured of the continuation of project knowledge, adherence to your procedures and guidelines, and overall project quality.

Comprehensive Team: LHB's complete, in-house, design team can provide all the design services needed, from bridge and roadway design to hydraulics and wetland delineation and survey. We have worked together on numerous bridge replacement projects, so our familiarity and use of the same systems provides streamlined communication and a comprehensive approach to accomplish your project goals and objectives. All the project design work will occur out of our Duluth Office, by LHB employees who choose to live, work, and raise their families in Northern Minnesota.

Similarly, LHB can provide all the needed construction related services for this project using our locally-based staff, except for construction materials engineering, which will be provided by Braun. Our proposed construction administration team will bring years of common experience and the depth of over 50 similar projects from which to draw upon when faced with challenges in the field.

Project Understanding: Our familiarity with the project type, MnDOT and MnDNR requirements, and the area in general, ensures we will tailor the approach for your project to its distinctive requirements, stakeholders' needs, and setting. This will create a long-lasting solution that adds value to the City's portfolio of infrastructure projects.

We look forward to continuing work on this bridge. We are here to assist in any way we can with this project. Please feel free to contact me if you have any questions regarding the proposal.

LHB, INC.



JON SIITER, PE – ENGINEERING PRINCIPAL, PROJECT MANAGER
c: LHB Project No. 220715

GENERAL PROJECT UNDERSTANDING AND PROPOSED IMPROVEMENT

Bridge No. 7724 carries Hermantown Road (Municipal 61) over Rock Run Creek, a designated trout stream, in the City of Hermantown. The existing bridge, built in 1933, is a two-span cast-in-place concrete slab bridge, 30 feet wide and about 36 feet long in total. The existing abutments and piers are made up of stone masonry, founded directly on bedrock. The bridge is currently load posted to 26-40-40 tons.

In 2021, LHB performed a field assessment of the structure and prepared a feasibility study with the aim of determining the best path forward for the project, specifically whether to rehabilitate the existing structure or replace it. Ultimately, due to the condition, age and geometric features of the bridge, the recommended option was to replace the bridge with a modern design, which will conform to current structural and geometric standards and provide the City with an improvement to its transportation system that will endure for years to come.

The existing bridge is situated in a flat, relatively low suburban area with several residential entrances located within the assumed footprint of the project, and an intersecting roadway (5 Corners Road) present just to the west of the bridge.

LHB understands that the City of Hermantown wishes to retain the services of a qualified bridge design consultant to implement the recommendations of the recently prepared feasibility study. This will include initial consultation with the City to confirm the scope of project, topographic and hydrologic surveys, coordination of geotechnical needs, wetland impacts and easements, at least one public meeting, preliminary and final plans, specifications, and estimates, securing any needed permits, and construction administration and inspection.

Proposed Improvement

It is anticipated that Bridge No. 7724 will be replaced by a single span, prestressed concrete beam bridge. Based on the site conditions and size of the existing structure, we believe that MnDOT Bridge Office Standard 14-inch rectangular prestressed concrete beams may be appropriate at this location, pending hydraulic analysis. Due to the presence of shallow bedrock and the required skew of the stream, MnDOT Bridge Office Standards will dictate semi-integral abutments on spread footings. These abutments will accommodate the expected differential movement between the deck and the foundations without the need for maintenance intensive "strip seal" expansion joints. Also, from our careful site analysis, we believe the profile grade through the site may have to be raised slightly to accommodate increased superstructure depth.

Other potential structures may be considered, but some usual structure types can be ruled out. For instance, based on the presence of shallow bedrock at the site, multi-cell box culverts may not be a good choice, since regulatory (DNR) requirements for a depressed (low flow) channel would not be feasible, and placing precast elements directly on bedrock is problematic as the usual soil-structure interaction assumptions are no longer valid. Open bottomed arch or three-sided structures might also normally be considered here, but the relatively low profile available (distance from flow line to profile grade) coupled with MnDOT's requirement for 3 feet minimum earth cover over the crown of the arch would likely lead to multiple spans in order to achieve a total opening that matches the DNR mandated stream bank-full width. The required 30-degree skew is also difficult to achieve with precast or corrugated steel plate structures and tends to result in longer structures to achieve the required roadway clear zone widths.



The existing two-span, in-place concrete slab bridge is founded directly on shallow bedrock.

Based on current State Aid Rules for Rural and Suburban Design, the new bridge would be 32 feet wide measured from gutter-to-gutter line. An overall width of 35'-0" can be expected if standard bridge traffic barriers are used.

It is anticipated that the new approach roadway tie-ins will be only long enough to permit construction of the new bridge and approach panels (if any) and to accommodate any grade raise that is needed. Minimizing the length of the project has obvious cost benefits but also potentially reduces conflicts with residential entrances, intersecting roadways, and environmental impacts. New roadway typical section will feature 12-foot lanes and two-foot shoulders which in total will be slightly wider than the current roadway top width.

We recognize that one of the goals of the project is to collaborate with the various stakeholders including the Minnesota Department of Transportation, Minnesota Department of Natural Resources, local residents and users, and the City of Hermantown. Actual project features and structure type will be determined after careful study of the site while considering a myriad of issues including fish habitat and passage, costs, structural and hydraulic performance, and safety. For the purposes of this proposal the single span prestressed concrete beam bridge is assumed.



The existing bridge is in a flat, relatively low, suburban area.

PROJECT APPROACH

LHB's approach to this project will be tailored to the distinctive project needs and setting. We recognize the importance of this project to the City of Hermantown and the other stakeholders and understand the unique opportunity it presents to design and construct the most efficient and effective structure which will meet all the needs of the project. Following is a detailed description of our proposed project approach. **Please refer to the Project Schedule for additional detailed information.**

Upon notice of selection, LHB will immediately begin internal coordination of the project team including surveyors and hydraulic engineers. Once notice to proceed has been given, we will begin coordination with the City to schedule the initial site visit, establish the geotechnical program, and review the project scope. Our surveyors will also mobilize and begin to collect field data within three weeks or so of notice to proceed. Initial engineering tasks will include processing and mapping of the field data, review of geotechnical reports, completion of the initial hydraulic assessment and calculation of the existing and natural stream conditions and flows.

Once the geotechnical, hydraulic, and survey/mapping information are in hand, a review will be performed to confirm the assumed bridge type, and preliminary design, plans and specifications will be produced. During this phase, the Bridge Engineer and Hydraulic Engineer will work collaboratively to evaluate different structure configurations, sizes, and orientations to determine each of their performance characteristics and effect on the stream. This will include review of various storm flows and velocities and how they might affect fish migration and habitat, base flows, and flood passage. These metrics will be compared to agency rules and procedures, including MESBOA, and performance guidelines to arrive at an appropriate structure type and span, along with associated costs. At this early point in the design process, the public meeting will be scheduled in Hermantown where the schematic-level design will be presented, along with the pros and cons of the chosen alternate. On a track parallel with the schematic-level design process, the initial project permitting activities will be also commence, consisting mainly of determining wetland impacts from City-provided delineation and preparation of the required exhibits for the DNR Protected Water permit, using the MPARS system.

Following the public meeting and the compilation of any public comments, the final structure type and configuration will be confirmed. This will be a cooperative finding weighing public opinion, regulatory requirements, predicted structure performance and initial and long-term costs, all used to arrive at the best solution.

Having determined the preferred project structure type, LHB will proceed to preliminary design. LHB will proceed to preliminary design. Based on the assumption of a bridge type structure in lieu of a culvert, the Preliminary Bridge Plan will be developed and submitted to the City and to the MnDOT State Aid Bridge Office in accordance with the MnDOT State Aid Bridge standards and processes. Hydraulic design and reporting will also be finalized at this point as well as any needed temporary or permanent ROW recommendations.

Once the preliminary design has been completed, the regulatory permitting process can be started in earnest and the preliminary bridge plan, along with the hydraulic report, will form the backbone of the MPARS submittal. Final wetland impact computations and exhibits can also be prepared using the preliminary design, allowing submission of the Army Corps of Engineer's permit application by the City.



The design will evaluate various structure options and their effects on Rocky Run Creek, a designated trout stream.

Upon receipt of the MnDOT approved Preliminary Bridge Plan, LHB will proceed with final design and final plan preparation, to include the final approach grading design. During this phase, necessary calculations and plan development will occur, transforming the preliminary bridge design and concepts into the Final Bridge Plan.

LHB will work collaboratively with the City and other stakeholders to receive input and comments on the final bridge design, making any necessary changes before submitting to the State Aid Bridge Office for review and approval. During this time LHB will make any needed updates to the grading plan as well and it will be combined with the Final Bridge Plan, routed for City signatures, and ultimately sent to the MnDOT District Office in Duluth for final approval and processing. LHB will assemble and prepare all required documents for the District State Aid submittal including City council resolutions, checklists, Bridge Bond funding forms, permits, engineer's estimate, lab services request, special provisions, and bridge load rating so the project can be advanced to advertising and letting in a timely manner.



LHB conducted the bridge study report and is ready to start on the design.

QUALIFICATIONS - FIRM & KEY PERSONNEL

Firm Overview: LHB is a 255-person, multi-disciplinary engineering, architecture, and planning firm known for our design leadership and loyalty to our clients. We go beyond good intentions and focus on measurable performance. We are specialists in: public works, pipeline, industrial, housing, healthcare, government, education, and commercial design.

History of Experience with Similar Projects, Meeting Deadlines

LHB has a long and successful history of delivering bridge design and construction administration projects throughout Minnesota for a variety of clients ranging from private/industrial to county/municipal to State DOT's and the federal government.

Our project experience is as diverse as our client base. We have vast experience delivering a variety of bridge projects including box culverts, prestressed beam, steel beam, timber beam and slab, concrete slab, steel truss, and concrete arches. Our Bridges and Structures Group at LHB is known for meeting contract schedules and budgets. Below are just a few instances where LHB met or exceeded project schedules and client expectations:

ST. LOUIS COUNTY - BRIDGE BUNDLE

LHB recently completed a \$22M Federally Funded Bridge Bundling Project that featured 21 different local and trunk highway bridge designs in St. Louis and Carlton Counties. Design efforts began in January of 2021, and the project was required to be fully certified and authorized by MnDOT and FWHA by September 30th of 2021. The project was authorized on September 17, 2021, leaving two weeks to spare. LHB is also responsible for complete construction administration services on the project, which is currently under construction.

LAKE COUNTY - KNIFE RIVER BRIDGE

LHB recently provided bridge investigation and replacement services for Lake County, Bridge 38503 over the Knife River. After inspection of the old bridge revealed severe corrosion in the pier piling, LHB initiated a bridge study to analyze appropriate replacement structures. Ultimately, a single-span, prestressed beam bridge was selected, necessitating a profile grade raise, with the final bridge and grading design completed in late 2020. LHB was subsequently selected to provide full construction administration services as well, and construction was completed in the fall of 2021.

CARLTON COUNTY - 2018 FLOOD BRIDGES

After suffering severe localized flooding in the fall of 2018, Carlton County turned to LHB to help with restoring damaged infrastructure. LHB provided replacement bridge design services for eight different locations and project types that ranged from concrete box culverts to large beam bridges.

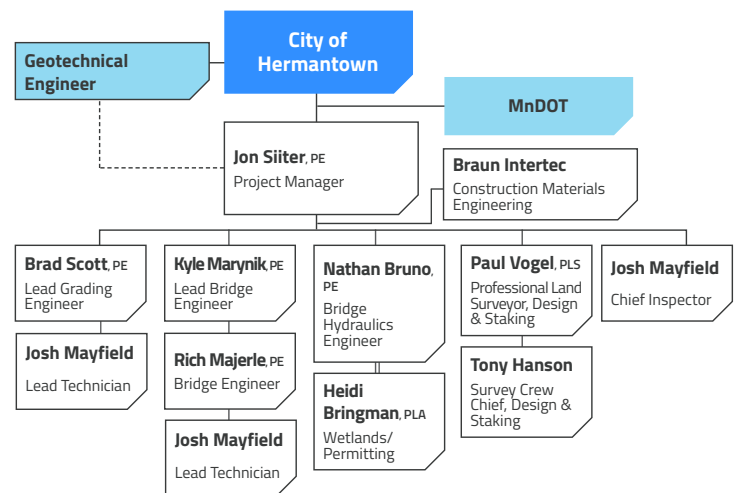
Replacement of Bridge 93187, in particular, demonstrates LHB's relevant experience. Old Bridge 93187 was an undersized concrete arch pipe that contributed to stream bank erosion after nearly every significant rain event. LHB prepared a bridge type study and final design efforts to replace the existing

culvert with a single-span bridge (New Bridge 09536), which included natural stream design to restore fish habitat and improve aquatic organism migration below the bridge. LHB provided construction assistance for this project as well, and it was opened to traffic in fall of 2020.

Project Manager: Our Team will be led by Jon Siiter serving as Project Manager. Jon currently leads our Bridges and Structures Group and has 30 years of experience with LHB designing, managing, and delivering bridge and grading design and construction projects. Jon will be assisted by Kyle Marynik, serving as Lead Bridge Engineer and Josh Mayfield as Lead Technician for bridge design and detailing work. Jon, Kyle and Josh have worked together at LHB for over 25 years and their experience and proven capabilities can be assured. Heidi Bringman will perform wetland impact exhibit preparation and Protected Waters Permitting work. Heidi has also been working with our group for over 19 years. On the grading design side, Brad Scott will lead development of the grading plan and drainage related elements, assisted by Josh Mayfield who will serve as Lead grading Technician. Finally, Paul Vogel will lead the land survey work required on this project and Tony Hanson will head up field collection efforts.

For the Construction Administration phase of the project, Jon Siiter will again serve as Project Manager/Construction Engineer and Josh Mayfield will act as Chief Inspector. Jon and Josh have worked together on bridge and approach grading projects for 10 years and have completed numerous successful bridge and grading construction projects in northeastern Minnesota. Paul Vogel and Tony Hanson will be responsible for survey control, staking and bridge working points. All design and construction administration will be performed by LHB personnel out of our Duluth office headquarters.

The following shows our organization chart, our team, their qualifications, and relevant project experience.



QUALIFICATIONS - PROJECT PERSONNEL



JON SIITER

PE

Project Manager

Jon has been responsible for the design, construction and investigation/inspection of bridges and structures for 30 years. His experience includes new design, historic rehabilitation design and inspection of structures utilizing steel, reinforced concrete, prestressed concrete, post tensioned concrete, stone masonry, brick masonry and timber. He oversees design engineering for numerous bridge structure types including haunched steel plate girder, flared continuous steel plate girder, rolled steel beam, steel truss, prestressed concrete girder, stone and brick masonry, and concrete slab spans for state, county and municipal agencies. Jon has investigated and rated over 1,200 existing bridges and structures from simple timber spans to complex movable steel trusses.

Relevant Project Experience

CITY OF DULUTH
Fairmont Street Bridge over Tischer Creek

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River



BRAD SCOTT

PE

Lead Grading Engineer

Brad has over 24 years of experience performing all phases of project delivery for road and highway projects. Brad will rely on an in-house team of design professionals and technicians to assist with the delivery of the project who have demonstrated experience in developing high-quality projects in roles similar to those proposed on this project.

Relevant Project Experience

CITY OF DULUTH
Superior Street Reconstruction

ST. LOUIS COUNTY | DULUTH, MN
Haines Road Retaining Wall Reconstruction

MNDOT | DULUTH, MN
Twin Ports Interchange (TPI) Local Improvements for Mill & Overlay on Grand Avenue and Railroad Street

ST. LOUIS COUNTY | DULUTH, MN
HWY 89 & Bridge 5393 (Highland Street) Reconstruction

ST. LOUIS COUNTY | DULUTH, MN
Bundled Bridge MnDOT 844, 872, 918, 6290, and 6294



KYLE MARYNIK

PE

Lead Bridge Engineer

Kyle is a structural engineer for LHB's Bridge Design Group, with over 13 years of experience in bridge and structure design, evaluation, and construction administration. His educational background in civil engineering and industrial technology, paired with his exceptional design software, organizational, and communication skills, make him a key asset on complex, multifaceted projects. Kyle's unique experience with design and construction is invaluable when unforeseen conditions or construction difficulties arise.

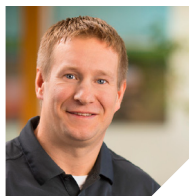
Relevant Project Experience

ST. LOUIS COUNTY | DULUTH, MN
Bridge 24 (State Bridge No. 69A06) over Lester River

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River

CITY OF DULUTH
Fairmont Street Bridge over Tischer Creek



JOSH MAYFIELD

Lead Design Technician & Chief Inspector

Josh is a member of LHB's Bridge Design group with 10 years experience working in the design and field construction administration for state and federally funded bridge projects. As an inspector he has been directly involved with daily construction activities and related support. These activities include daily on-site job observation and documentation, materials testing responsibilities, coordination of survey activities, scheduling and construction meetings, and One Office documentation.

Relevant Project Experience

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River

CITY OF DULUTH
Fairmont Street Bridge over Tischer Creek

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

ST. LOUIS COUNTY | DULUTH, MN
Bridge No. 27 (MnDOT Bridge No. 69A59) over Lester River



NATHAN BRUNO

PE

Bridge Hydraulics Engineer

Nathan has 17 years of drainage design experience and is well-versed in State Aid drainage design requirements. He has been the hydraulics engineer for bridge replacements located in several counties and cities. Nathan has performed waterway hydraulics design for approximately 50 culvert and bridge structures throughout northern Minnesota.

Relevant Project Experience

CITY OF DULUTH
Superior Street Reconstruction

ST. LOUIS COUNTY | DULUTH, MN
Bridge 24 (State Bridge No. 69A06) over Lester River

ST. LOUIS COUNTY | DULUTH, MN
Haines Road Retaining Wall Reconstruction

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

ST. LOUIS COUNTY | DULUTH, MN
HWY 89 & Bridge 5393 (Highland Street) Reconstruction

ST. LOUIS COUNTY | DULUTH, MN
Bridge 521 over Embarrass River



RICH MAJERLE

PE

Bridge Engineer

Rich has over 23 years of experience in structural and bridge engineering design, CADD, and construction inspection including inspection for new bridge construction, bridge rehabilitation, and new parking structure construction. Rich's bridge design experience includes prestressed concrete beams, concrete slab spans, and steel beam bridges. His designs include abutments and piers on pile or on spread footings, as well as slab span decks.

Relevant Project Experience

ST. LOUIS COUNTY | DULUTH, MN
Bridge 24 (State Bridge No. 69A06) over Lester River

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River

QUALIFICATIONS - PROJECT PERSONNEL (CONT.)



PAUL VOGEL

PLS

Professional Land Surveyor, Design and Staking

Paul has over 34 years of surveying experience. He provides and oversees a variety of professional assignments to facilitate the completion of roads, building sites, recreational areas, developments, and bridges. He performs ALTA/ACSM, boundary, cadastral, topographic, environmental site, and route surveys, which involve section subdivision, right-of-way acquisition, and preparation of appropriate legal description. Paul prepares design, concept plats, preliminary plats, final plats, site maps, and a variety of exhibits for land transfers, right-of-way acquisition, easements, and utility infrastructure. He provides research, computations, layout, field work, and drafting.

Relevant Project Experience

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River

CITY OF DULUTH
Superior Street Reconstruction



TONY HANSON

Survey Crew Chief, Design and Staking

Tony has over 21 years of surveying and computer aided drafting experience. He provides field survey services for highway/roadway construction, construction staking, and site topography. His experience helps with the layout of primary and secondary roads, curb and gutter, buildings, and parking ramps. Tony has substantial experience with the use of total station and GPS instrumentation as well as in CADD drafting and quantity computation work. His unique combined skill set includes both field inspection and field survey resulting in efficient project delivery as he has both the knowledge and the equipment to stake his own projects.

Relevant Project Experience

CITY OF DULUTH
Superior Street Reconstruction

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River



HEIDI BRINGMAN

PLA, LEED AP BD+C, CDT, CCCA, WDCP

**Landscape Architect/
Wetlands/Permitting**

Heidi brings 21 years of experience working in LHB's Landscape Architecture and Planning Group. A licensed Landscape Architect, Heidi is also a Minnesota Certified Delineator and Wetland Specialist, allowing her to bring a unique perspective to development projects. Specialty skills that complement both landscape architecture and wetland related work include her attention to detail, excellent report writing, graphic illustrations, and her ability to communicate effectively with a wide variety of people, ranging from regulatory officials to neighborhood residents.

Relevant Project Experience

ST. LOUIS COUNTY | DULUTH TOWNSHIP, MN
Bridge No. 906 (State Bridge No. 69A70) over French River

ST. LOUIS COUNTY | PAYNE TOWNSHIP, MN
Bridge 194 (State Bridge No. 69A51) over Little Whiteface River

ST. LOUIS COUNTY | VIRGINIA, MN
Bridge 305, 355 and 369 Replacement over Rice River

CITY OF DULUTH
Superior Street Reconstruction

QUALIFICATIONS - RELEVANT PROJECT EXPERIENCE



BRIDGE 194 (STATE BRIDGE NO. 69A51) OVER LITTLE WHITEFACE RIVER

St. Louis County | Payne Township, MN

LHB designed the replacement of Bridge No. 194 (State Bridge No. 69A51), located two miles east of Meadowlands, over Little Whiteface River. The new bridge is a one-span, prestressed concrete beam structure, with a 28' roadway and structural tube railing on each side of the bridge. This bridge was just one of a 17-structure package for which LHB was hired to perform complete design and construction administration services. LHB services included investigation and structure recommendations, wetland delineation, bridge hydraulics, ROW, coordination of geotechnical engineering and demolition assessments, permit applications and coordination, SIMS data entry, engineer's estimates, preliminary and final bridge and grading design, and construction administration, inspection and staking.



BRIDGE 24 (STATE BRIDGE NO. 69A06) OVER LESTER RIVER

St. Louis County | Duluth, MN

Following the June 2012 flooding in the Duluth area, it was found that the old bridge carrying Jean Duluth Road over the Lester River north of Duluth had been washed away. LHB was able to work seamlessly with St. Louis County to coordinate field survey, hydraulic design and preliminary and final design in an extremely short time line. Final plans for bidding were completed in less than seven weeks and construction was able to occur in 2012.

The new bridge has 12-foot-wide lanes and eight-foot shoulders, and consists of prestressed concrete beams, a concrete deck, and metal railings. Design and construction of the bridge was significantly accelerated to minimize impacts to the public, resulting in completing the project 10 days ahead of schedule. The bridge project cost about \$1 million, with 80 percent of the cost covered by Federal Highway Administration Emergency Relief money, and the rest by state flood bonding.

QUALIFICATIONS - RELEVANT PROJECT EXPERIENCE (CONT.)



FAIRMONT STREET BRIDGE OVER TISCHER CREEK

City of Duluth | Duluth, MN

Located on the dead-end Fairmont Street in Duluth's Glen Avon neighborhood, old bridge L8516 had been in place for over 70 years conveying Tischer Creek below Fairmont Street just downstream of Hartley Field. The old bridge was in poor condition due to corrosion and previous flood damage, and its load-posted status threatened the delivery of some basic services to residents.

The City of Duluth turned to LHB to design a replacement solution that could achieve the project goals of providing a safe, structurally sound crossing while accommodating the myriad of below ground utilities and still provide residents access to their homes during construction. Further, the old twin pipe arch structure posed an impediment to fish passage in the urban trout stream, and improving aquatic habitat was considered a top priority.

After considering several options, LHB settled on a 65-foot, single-span, prestressed beam bridge which greatly improved hydraulic capacity, reduced stream velocity, restored natural stream characteristics, and provided a safe and reliable public stream crossing with a 26-foot clear width. By precisely locating underground facilities, LHB was able to direct exact locations of driven piling in the field to avoid interfering with or damaging existing water, gas, and storm sewer lines. To maintain residential access during construction, a temporary bypass was constructed prior to demolition of the old bridge and maintained in place until the opening of the new bridge to the public in the fall of 2020.



BRIDGE 305, 355 AND 369 REPLACEMENT OVER RICE RIVER

St. Louis County | Virginia, MN

In an effort by the St. Louis County Public Works Department to replace deteriorating timber bridges, LHB was hired to coordinate the design and construction of three similar bridges in the county. These structures (Bridge 305, Bridge 355, and Bridge 369) are located within a few miles of each other on the same dead-end route, approximately 20-miles north of Virginia, Minnesota. All three bridges cross the Rice River. Each new bridge is a three span, cast-in-place, concrete slab bridge, supported by integral abutments and pile bent piers encased in concrete walls. A temporary bridge was required at each site, and the sole contractor was able to use the same temporary bridge at each separate location. Bridge 305 and Bridge 355 were complete and open for traffic in 2016 while Bridge 369 was completed in 2017.



BRIDGE NO. 906 (STATE BRIDGE NO. 69A70) OVER FRENCH RIVER

St. Louis County; Duluth Township, MN

Old Bridge No. 906 had served its place on Scenic Highway 61 along the North Shore of Lake Superior for nearly 100 years when LHB was hired to assess its condition and compute a capacity rating. The old bridge was part of the original "Congdon Boulevard" which was conceived, and partially funded by Duluth's Chester Congdon in the early 1920's. The vision of the new boulevard was to emulate and connect to the recently completed Skyline Parkway in Duluth, with the aim of eventually extending the route all the way to Canada.

As was common with all the bridges on the new boulevard, old Bridge No. 906 was unique in design, consisting of an elegant reinforced concrete open spandrel arch structure. It was five spans in all and made the main French River crossing with a single 60-foot span. The bridge was widened in the 1950's when the route became a State Highway using similar construction materials and design.

LHB performed a field assessment of the structure and, utilizing existing plans from the county archives, prepared a structural model of the bridge to assist with load and response behavior of the various bridge elements. The results showed the bridge was unable to carry modern highway loads and had to be load posted.

Since the restricted bridge complicated the movement of commercial goods and services and interfered with county plowing operations, a replacement structure was proposed to modernize the crossing and improve public access and pedestrian safety at the same time. The new bridge is a single span prestressed beam structure with arching fascia panels and simple lines in keeping with the original design. Other site improvements include a retaining wall along the shore to improve the wayside parking area, an ADA compliant viewing deck perched on the shore of Lake Superior, interpretative signing, and educational exhibits. The entire project was substantially completed during the 2020 construction season with the finishing touches applied in 2021.

The project was awarded the AGC Bridge Construction Award for projects in excess of \$5M in 2022.

WORK PLAN - DESIGN & CONSTRUCTION PHASES

The following general project work plan for project design and construction administration has, where applicable, deliverables, City responsibilities and milestones.

TASK 1 - INITIAL SITE VISIT AND CONSULTATIONS	Services	LHB	Schedule and attend meeting on site with City to review scope of project, design criteria and review existing conditions.
			Documentation of meetings (minutes, notes, etc.).
			Additional consultations as needed to discuss contract objectives, technical requirements, etc.
			Gather and review available existing data.
	Input	City	Attend meeting(s).
			Suggest and furnish applicable City design criteria.
			Furnish available and requested existing data.
Deliverable(s)	LHB	Meeting minutes.	
TASK 2 - TOPOGRAPHIC SURVEY AND RIGHT OF WAY MAPPING	Services	LHB	Topographic site survey.
			Waterway survey for hydraulic analysis.
			Parcel analysis and breakdown, ROW mapping.
			Boundary survey as needed.
			Prepare update memo to City.
	Input	City	Furnish any known control or monument locations.
			Furnish any available right of way, property, or boundary information.
Deliverable(s)	LHB	Complete project map.	
		Update memo indicating project progress and challenges.	
TASK 3 - COORDINATION OF GEOTECHNICAL ENGINEERING, WETLAND IMPACTS, AND EASEMENTS	Services	LHB	Develop scope of work for solicitation of geotechnical engineering services by City.
			Add wetland delineation to project mapping.
			Wetland impact analysis and preparation of exhibits.
			Analysis of construction limits, existing ROW and recommendations for any needed easements.
			Develop required ROW exhibits for acquisition by City.
			Schedule and prepare for Status Meeting #1 of 4.
	Input	City	Review geotechnical scope and secure geotechnical consultant.
			Provide wetland delineation boundaries in digital format.
			Review and collaborate on recommended ROW, easements, etc.
			Attend Status Meeting #1 of 4.
	Deliverable(s)	LHB	Written geotechnical scope to enable City to solicit appropriate geotechnical engineering services.
			Wetland exhibits suitable for use in permitting by City.
			ROW exhibits for acquisition by City.
TASK 4 - PUBLIC MEETING	Services	LHB	Develop agenda and public meeting schedule.
			Prepare exhibits for presentation at public meeting.
			Facilitate meeting.
			Collect and compile public comments.
	Input	City	Determine and secure suitable meeting location, facilities, etc.
			Prepare and publish meeting notice.
			Review LHB-prepared meeting materials.
			Provide input on LHB -prepared exhibits.
			Attend and moderate the public meeting.
	Deliverable(s)	LHB	Meeting agenda.
			Meeting exhibits.
			Summary of public input/comments.

WORK PLAN - DESIGN & CONSTRUCTION PHASES (CONT.)

TASK 5 - PRELIMINARY PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE	Services	LHB	Hydraulic analysis and reporting.
			Hydraulic Risk Assessment Worksheet.
			Finalize geometric/structure/alignment investigation.
			Prepare preliminary grading plan and profile.
			Prepare preliminary bridge plan for submission to MnDOT State Aid Bridge Office.
			Prepare preliminary special provisions.
			Prepare preliminary engineer's estimate.
			Schedule and prepare for Status Meeting #2 of 4.
	Input	City	Provide input on alignment/structure options, ROW, etc.
			Review preliminary bridge plans.
			Review preliminary grading plan and profile.
			Provide preferred typical grading and paving section.
			Review special provisions.
			Review engineer's estimate.
			Attend Status Meeting #2 of 4.
Deliverable(s)	LHB	Hydraulic report.	
		Risk Assessment Worksheet for Bridges.	
		Preliminary grading design and plan and profile.	
		Preliminary bridge plan.	
		Preliminary engineer's estimate.	
TASK 6 - SECURING NECESSARY PERMITS	Services	LHB	Prepare Regulatory Plan Set and other exhibits needed for Protected Waters permit application.
			Submit permit application via MPARS.
			Respond to questions or requests for additional information from regulators.
	Input	City	Furnish any owner-related required information for permit application.
			Permit fees.
	LHB	Regulatory Plan Set.	
Permit application through MPARS.			
DNR-issued Protected Water Permit for bridge construction.			
TASK 7 - CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE	Services	LHB	Provide all required structural analysis and design required for development of final bridge plans.
			Provide copies of indexed and checked design and quantity computations for project.
			Preparation of detailed grading plans addressing all aspects required to construct the project.
			Prepare and submit Final Bridge Plan for approval to MnDOT State Aid Bridge Office
			Assemble, coordinate and provide complete grading and bridge plan State Aid submittal to the MnDOT District 1 Office, including all required forms and checklists, etc.
			Receive and react to state, City, and public comments.
			Prepare technical special provisions in format compatible with City standard special provisions.
			Compute bridge capacity rating and prepare "Bridge Rating and Load Posting Report."
			Prepare engineer's estimate of cost for construction.
			In-house quality control.
	Schedule and prepare for Status Meetings #3 & #4 of 4		
	Input	City	Review final bridge plan.
			Review final grading plans.
			Review special provisions.
			Review engineer's estimate.
Attend Status Meetings #3 & #4 of 4			
Deliverable(s)	LHB	Clarifications or addenda, as required.	

CITY ENGINEER PARTICIPATION IN RFP REVIEW

As noted elsewhere in this RFP, David Bolf, P.E., who is the City Engineer for the City of Hermantown, will participate in the review of RFP proposals.

David Bolf is the brother of Matt Bolf who works for Short Elliot Hendricksen, Inc., which is expected to submit a proposal.

David Bolf also previously worked for Salo Engineering, Inc., which is now Toltz, King, Duvall, Anderson and Associates, Incorporated.

David Bolf also has personal and professional relationships with other engineers who are expected to submit proposals.

David Bolf has consulted with the City Council of the City, the City Attorney of the City and the City Administration for the City and all have determined that he does not have an impermissible conflict of interest that would preclude him from fully participating in the RFP review process.

Notwithstanding the foregoing, the City desires to determine if its views are shared by Responders to the RFP. Accordingly, please check one of the boxes below and sign it and submit this form with your response to the RFP.

- The undersigned Responder consents to David Bolf participating in the RFP review process.
- The undersigned Responder objects to David Bolf participating in the RFP review process.

This page will not count against the ten (10) page maximum number of pages allowed for a proposal.

LHB, Inc.
Name of Responder

 Engineering Principal- Bridges & Structures
Signature and Title

May 26, 2022
Date

EXHIBIT A

TENNESSEN WARNING
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider your proposal in response to a Request for Proposal.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your proposal may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows:_____

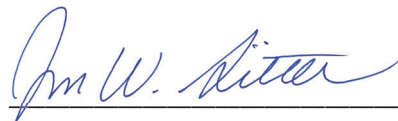
City of Hermantown staff and officials involved in the selection process of this proposal.

The undersigned has read this advisory and understands it.

Dated this 26 day of May, 2022

Jon Siiter

Print Name



Engineering Principal- Bridges & Structures

Signature and Title (if signing on behalf of an entity)

FEE SUMMARY

CITY OF HERMANTOWN ROCKY RUN BRIDGE (#7724 REPLACEMENT)



ITEM	AMOUNT
Task 1 - Initial Site Visit & Consultation Subtotal	\$1,200.00
Task 2 - Topographic/Hydraulic Survey and ROW Mapping Subtotal	\$4,620.00
Task 3 - Coordination of Geotechnical Engineering, Wetlands & Easements Subtotal	\$5,090.00
Task 4 - Public Meeting (1)	\$1,420.00
Task 5 - Preliminary Plans, Specifications & Estimate Subtotal	\$10,850.00
Task 6 - Securing Permits Subtotal	\$1,020.00
Task 7a - Final Design Construction Documents (Bridge) Subtotal	\$32,375.00
Task 7b - Final Design Construction Documents (Grading) Subtotal	\$11,250.00
Task 7c - Final Design Specifications, Estimates Subtotal	\$2,610.00
Task 8 - Construction Administration & Inspection Subtotal	\$73,470.00
Direct Cost: Survey Equipment Design Phase	\$500.00
Direct Cost: Construction Phase	\$1,096.88
Direct Cost: Survey Equipment Construction Phase	\$500.00
Construction Materials Testing (Braun)	\$9,745.00
TOTAL	\$155,746.88

2022 FEE ESTIMATE WORKSHEET
LHB Labor Summary

Project Name
Client
Preparer

City of Hermantown Bridge 7724 Repl.
City of Hermantown
JWS
Sheet 2 of 3

Project Number
Date

220715
May 23, 2022



Project Breakdown Task Description	P1	P4	P4	P4	P7	P9	P12	T1	T3	T5	T7	T10	T12	Total Labor Costs (\$)
	Project Principal	Jon S.	Brad S.	Paul V.	Heidi B.	Kyle M.	Profess. Eng.	Senior Tech.	Tony H.	Josh M.	Inter. Tech.	Tech.	Tech.	
	\$ 240	\$ 170	\$ 170	\$ 170	\$ 140	\$ 115	\$ 100	\$ 125	\$ 110	\$ 95	\$ 85	\$ 70	\$ 60	
Task 7a - Final Design Construction Documents (Bridge)														\$ -
General Plan & Elevation		2				6				8				\$ 1,790.00
Bridge Layout & Statement of Est. Quant.		2				6				6				\$ 1,600.00
Footing Plan - Geometrics		1				6				16				\$ 2,380.00
Footing Plan - Reinforcement						8				16				\$ 2,440.00
Abutment Plan & Elevation - Geometrics		1				4				16				\$ 2,150.00
Abutment Plan & Elevation - Reinforcement						8				24				\$ 3,200.00
Wingwall Elevation & Details						6				8				\$ 1,450.00
Abutment Sections & Details						6				8				\$ 1,450.00
Abutment Quantities and Bill of Reinforcement		1				8				16				\$ 2,610.00
Framing Plan		1				2				8				\$ 1,160.00
Prestressed Concrete Beam Sheet		2				16				4				\$ 2,560.00
Deck Plan						8				12				\$ 2,060.00
Transverse Deck Section						8				12				\$ 2,060.00
Superstructure Details & Bill of Reinforcement		2				4				8				\$ 1,560.00
Barrier elevations and Details						4				2				\$ 650.00
Type S Barrier Standards						1				1				\$ 210.00
Bearing Details						2				1				\$ 325.00
Bridge Nameplate & Contraction Joint										1				\$ 95.00
As Built Bridge Data										1				\$ 95.00
Bridge Survey						2				8				\$ 990.00
Bridge Survey - Plan & Profile						1				4				\$ 495.00
Bridge Survey - Borings		1				1				8				\$ 1,045.00
														\$ -
Task 7b - Final Design Construction Documents (Grading)														\$ -
Title Sheet & Index Map										2				\$ 190.00
Statement of Estimated Quantities		1								8				\$ 930.00
Earthwork Quantities and Typical Sections		2								8				\$ 1,100.00
Bridge Approach Details (4 Sheets)		1								6				\$ 740.00
Guard Rail Details										4				\$ 380.00
Traffic Control		1								8				\$ 930.00
Erosion Control, SWPPP (4 Sheets)		1								8				\$ 930.00
Plan & Profile (Sheets)		2								16				\$ 1,860.00
Cross Sections (6 Sheets)		1								8				\$ 930.00
Entrance Details (2)		2								8				\$ 1,100.00
Intersection Details		2								12				\$ 1,480.00
Staus Meetings #3 & #4 of 4 with City (Virtual)		4												\$ 680.00
														\$ -
Task 7c - Final Design Specifications, Estimates														\$ -
Special Provisions Division S & SB		8												\$ 1,360.00
Engineers Estimate, Bridge Rating		6				2								\$ 1,250.00
														\$ -
Total Hours	-	44	-	-	-	109	-	-	-	276	-	-	-	
Travel Expenses	Qty	Rate	Cost	Other Direct Expenses				Cost	Labor Cost				\$ 46,235.00	
NA		\$ -	\$ -	Mail / Delivery					Travel Costs				\$ -	
		\$ -	\$ -	Printing					Direct Costs				\$ -	
		\$ -	\$ -	Other										
		\$ -	\$ -											
Total Travel Costs (Sheet 2)			\$ -	Total Direct Costs (Sheet 2)				\$ -	Subtotal Estimated Cost (Sht. 2)				\$ 46,235.00	

2022 FEE ESTIMATE WORKSHEET
LHB Labor Summary

Project Name City of Hermantown Bridge 7724 Repl.
Client City of Hermantown
Preparer JWS
Sheet 3 of 3

Project Number 220715
Date May 23, 2022



Project Breakdown Task Description	P1	P4	P4	P4	P7	P9	P12	T1	T3	T5	T7	T10	T12	Total Labor Costs (\$)
	Project Principal	Jon S.	Brad S.	Paul V.	Heidi B.	Kyle M.	Profess. Eng.	Senior Tech.	Tony H.	Josh M.	Inter. Tech.	Tech.	Tech.	
	\$ 240	\$ 170	\$ 170	\$ 170	\$ 140	\$ 115	\$ 100	\$ 125	\$ 110	\$ 95	\$ 85	\$ 70	\$ 60	
Task 8 - Construction Administration & Inspection														\$ -
Preconstruction														\$ -
Preconstruction Conference		2				4								\$ 800.00
Review Shop Drawings & Submittals		1				4								\$ 630.00
Bridge Construction Grades & Elevations						4								\$ 460.00
Utility Coordination Meetings														\$ -
														\$ -
On-Site Construction Observation														\$ -
Est. 12 Weeks @ 42 Hrs/Week Incl Travel		16				32				504				\$ 54,280.00
														\$ -
Documentation & Recordkeeping														\$ -
Daily Dairy										10				\$ 950.00
Weekly Diary, Working Days										6				\$ 570.00
Labor Compliance Review										4				\$ 380.00
Materials Certification										6				\$ 570.00
Pay Estimates (6 Assumed)										6				\$ 570.00
Item Record Accounts										8				\$ 760.00
Change In Construction Status Forms										2				\$ 190.00
WO/CO/Supplemental Agreements										6				\$ 570.00
Record Drawings										4				\$ 380.00
														\$ -
Survey Staking - Bridge and Grading														\$ -
Initial Control/Bench Marks & Const Limits (1 Trip)				4					8					\$ 1,560.00
Temporary Bypass Staking (1 Trip)									-					\$ -
Abutment Work Points (2 Trips)									16					\$ 1,760.00
Deck Lines and Grades (1 Trip)									8					\$ 880.00
Subcut Stakes (1 Trip)									10					\$ 1,100.00
Blue Tops, App. Panels, Culverts, Misc. (1 Trip)									10					\$ 1,100.00
Beam Stools (1 Trip)									8					\$ 880.00
														\$ -
Project Coordination, Closeout, Finals														\$ -
Weekly Construction Meetings (Assume 4)		8												\$ 1,360.00
Assemble Final Documentation		2								24				\$ 2,620.00
Final Materials Certification		2								8				\$ 1,100.00
														\$ -
														\$ -
														\$ -
														\$ -
														\$ -
Total Hours	-	31	-	4	-	44	-	-	60	588	-	-	-	\$ -
Travel Expenses	Qty	Rate	Cost	Other Direct Expenses				Cost	Labor Cost		\$ 73,470.00			
Survey Travel Mileage (7 Trips to site)	175	\$ 0.585	\$ 102.38	Mail / Delivery					Travel Costs		\$ 1,096.88			
Engineer Travel Mileage (8 Trips to Site)	200	\$ 0.585	\$ 117.00	Printing					Direct Costs		\$ 500.00			
Inspector Travel Mileage	1500	\$ 0.585	\$ 877.50	Survey Equipment (Construction)				\$ 500.00						
		\$ -	\$ -						CME (Braun)		\$ 9,745.00			
		\$ -	\$ -						Costs from Sheet 1		\$ 24,700.00			
		\$ -	\$ -						Costs from Sheet 2		\$ 46,235.00			
		\$ -	\$ -											
Total Travel Costs (Sht.3)	#####			Total Direct Costs (Sht. 3)				\$ 500.00	Total Estimated Cost (All Shts)		\$ 155,746.88			



2022 REIMBURSABLE EXPENSES

Expense	Rate
Travel (Automobile).....	Current IRS Rate
Meals and Lodging.....	110% of Cost
Regulatory Review and Approvals	110% of Cost
Postage and Handling.....	110% of Cost
Copies.....	\$0.15 each face
Regular Bond Plots	\$2.00 each
Color Plots.....	\$10.00 Each
Construction Documents (for Construction)	110% of Cost
Renderings and Models	110% of Cost
Excess Project Insurance (if requested by Owner)	Cost
Global Positioning System (GPS)	\$150 per day
Total Station	\$60 per day
Underground Utility Locator.....	\$25 per day

Reimbursable Expenses are in addition to compensation for the Engineer/Architect services and include expenses incurred by LHB employees and consultants directly related to the Project. These items are not all inclusive

The reimbursable expenses are current as of the date of issue shown below. Rates are subject to adjustment for market conditions without specific notification.

Date Issued: May 25, 2022