



Hermantown City Council Meeting - Monday, March 20, 2023

Hermantown's upcoming City Council meeting will include both remote access and in-person access to Council Chambers. The remote access will be available through the platform, "Zoom," which allows the public to view and participate in the meeting via phone or computer. Interested parties can also choose to attend the City Council meetings in person at City Hall.

Remote access to the 6:30 p.m. City Council Meeting via Zoom:

<https://us02web.zoom.us/j/84409952143?pwd=cGdaNzZmU2NYdGxsUDIQVDVxeU9LQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 844 0995 2143 and the passcode of 0260647091.

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, 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
- Everyone has varying levels of comfort regarding remote technology, 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.



AGENDA

Pre-Agenda Meeting Monday, March 20, 2023 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 Monday, March 20, 2023 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, March 20, 2023 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, March 20, 2023 at 6:30 p.m.
Council Chambers, City Hall - 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 23-38 through 23-41 placed on file 6
 - B. **23-38** 8
From: Frontier Energy
To: Mayor & City Council
Re: Infrared Scan of Hermantown City Hall/Service Center
7. **PRESENTATIONS**
 - A. **Road Improvement**
John Mulder, City Administrator
(Pre-Agenda Only)
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. **MOTIONS**
10. **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 requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A.	Minutes - Approval or correction of March 6, 2023 City Council Continuation Minutes	18
B.	Accounts Payable - Approve general city warrants from March 1, 2023 through March 15, 2023 in the amount of \$221,154.27	24
11.	<u>ORDINANCES</u>	
A.	2023-02 An Ordinance Amending Hermantown Code of Ordinances By Adding A New Section 405, Sale of Tetrahydrocannabinol Products	26
	<i>(second reading)</i> <i>(motion, roll call)</i>	
B.	2023-03 An Ordinance Amending Hermantown Code Of Ordinances Section 270 - Fee Schedule	34
	<i>(second reading)</i> <i>(motion, roll call)</i>	
12.	<u>RESOLUTIONS</u>	
	<i>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.</i>	
A.	2023-30 Resolution Authorizing A Summary Of An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 405, Sale Of Tetrahydrocannabinol Products	44
	<i>(motion, roll call)</i>	
B.	2023-31 Resolution Authorizing A Summary of An Ordinance Amending Hermantown Code of Ordinances Section 270 - Fee Schedule	46
	<i>(motion, roll call)</i>	
C.	2023-32 Resolution Amending The Recommended Fine Schedule For Single And Multiple Occurrence Offenses Of The City Of Hermantown Code Of Ordinances And The Hermantown Zoning Regulations	49
	<i>(motion, roll call)</i>	
D.	2023-33 Resolution Approving A Grant Application Between FEMA And The City Of Hermantown And Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Such Grant Application On Behalf Of The City Of Hermantown	60
	<i>(motion, roll call)</i>	

- | | | |
|----|--|------------|
| E. | 2023-34 Resolution Approving Requests For Proposals (“RFP”) For Easement Right Of Way (ROW) Acquisition Services For The City Of Hermantown | 92 |
| | <i>(motion, roll call)</i> | |
| F. | 2023-35 Resolution Receiving Preliminary Engineering Report And Calling For A Public Hearing For Road Improvement District NO. 541 (Hermantown Road & Old Midway Road) | 105 |
| | <i>(motion, roll call)</i> | |
| G. | 2023-36 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The State Of Minnesota Joint Powers Agreement With The City Of Hermantown On Behalf Of Its City Attorney And Police Department | 130 |
| | <i>(motion, roll call)</i> | |
| H. | 2023-37 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The Court Data Services Subscriber Amendment With The City Of Hermantown On Behalf Of Its Police Department | 139 |
| | <i>(motion, roll call)</i> | |
| I. | 2023-38 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between The Hermantown Volunteer Fire Department And The City Of Hermantown | 150 |
| | <i>(motion, roll call)</i> | |

13. **RECESS**

Date: March 15, 2023
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.

2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
3/3/2023	23-38	Mark, Harris, Frontier Energy	City of Hermantown	IR Scan	1/20/2023
3/8/2023	23-39	Eric Johnson, Comm. Dev. Dir.	Gregg Billman	Green Acres, Phase 2	3/2/2023
3/14/2023	23-40	John Mulder, City Administrator	City Council	Staffing Planning	3/14/2023
3/14/2023	23-41	Jim Crace, Chief of Police	City Council	The Future of the Hermantown Volunteer Fire Dept.	3/14/2023

City of Hermantown
1600 Miller Trunk HWY
Duluth, MN 55811

IR Scan
January 20th, 2023



Prepared By:
Frontier Energy
mharris@frontierenergy.com
218-226-8435



Disclaimer of Warranties and Limitation of Liability:

The suggestions in this Energy Analysis (“Analysis”) are provided as a service to Minnesota Power customers and are based on a visual analysis of conditions observed at the time of the survey, information provided by the customer, Minnesota Power, and costs based on the energy assessor’s experience on similar projects. The performance guidelines provided in the Analysis are for informational purposes only and are not to be construed as a design document. Minnesota Power will not benefit in any way from a customer’s decision to select a particular contractor or vendor to supply or install the products and measures suggested by the energy assessor. Furthermore, any reference to a particular product or brand is strictly intended to illustrate a particular product category and Minnesota Power does not recommend any one product over the other.

Minnesota Power and the energy assessor do not guarantee that any specific level of energy or costs savings will result from implementing any energy conservation measures described in this Analysis. Minnesota Power and the energy assessor shall not, under any circumstances, be liable to the customer in the event that potential energy savings are not achieved.

Minnesota Power advises that customers check with their Minnesota Power representatives to determine the estimated value of their rebates (if any) and to verify that the equipment qualifies for rebates prior to implementation of any conservation measures. Custom Rebate projects require pre-approval prior to purchase and installation in order to qualify for a rebate. The customer is responsible for submitting project information to Minnesota Power to obtain pre-approval for rebates and to determine the eligible rebate amount.

Customers are encouraged to ask for the opinion of contractors and suppliers they have worked with in the past for further information on suggested recommendations. Disturbance, removal or replacement of building materials, equipment, insulation systems, ductwork, piping, boilers, and other potentially hazardous components that contain asbestos, mercury or PCB’s will require proper handling and disposal in accordance with the applicable federal and state laws and regulations. In addition, installations shall follow all applicable energy codes, fire codes, building codes, safety codes, ventilation codes, heating codes, plumbing codes and mechanical codes. The customer is responsible to ensure that the contractor follows such guidelines in implementing the recommendations of this report.

MINNESOTA POWER IS PROVIDING THIS INFORMATION AS A SERVICE TO YOU, OUR CUSTOMER. THE INFORMATION AND SUGGESTIONS IN THIS ASSESSMENT ARE PROVIDED ON AN “AS IS” BASIS ONLY, AND MINNESOTA POWER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS ASSESSMENT. MINNESOTA POWER DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Neither Minnesota Power, nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this Analysis, and you, the customer, knowingly and voluntarily release Minnesota Power from any such liability in connection with this Analysis. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages, loss of data, income or profit, loss or of damage to property and claims of third parties.

Customer Information

Facility Information:

Business Name: Hermantown City Hall
Service Address: 5105 Maple Grove Rd, Hermantown, MN 55811
Account(s): 4995600000
Premise Number: 4990350195
Customer Contact: Adam Schminski
Customer Phone #: 218-729-3610
Customer Email: aschminski@hermantownmn.com

Date of Analysis: 1/20/23
Date of Report: 02/23/23
Annual Energy Usage: 402,477 kWh
Peak Energy Demand: 113 kW
Building/Business Type: Government Service Center

Consultant Contact

Name: Mark Harris
Email: mharris@frontierenergy.com
Phone: 218-226-8435

Consulting Firm: Frontier Energy
7935 Stone Creek Drive, Suite 140
Chanhassen, MN 55317
Phone: (952) 767-7455

Minnesota Power Contact:

Name: Cassie Theisen
Email: ctheisen@mnpower.com
Phone: (218) 391-5079

Executive Summary

Adam Schminski requested an infrared (IR) scan of the Hermantown City Hall/Service Center to identify areas of failing insulation and air infiltration. Prevalent ice dams in some areas of the roof, and water damage inside the council chambers.

On January 20th, 2023 Cassie Theisen and Mark Harris met with staff on site to walk through areas of concern and document conditions with digital and IR images. IR images allow for the visual representation of surface temperatures. The camera setting used automatically adjusts the range and scale of colors representing specific temperatures. The scale bar at the left of each image should be used with each image individually.

An important term to consider for this report is **Thermal Envelope**. The thermal envelope is the combination of materials and assemblies that are designed to separate the conditioned spaces from unconditioned spaces. In the case of the roof at this facility, the thermal envelope is above the ceiling, but below the roof decking, with the open attic space designed to be closer to exterior ambient temperatures than the interior temperatures. Breaks in this envelope, either from lack of air sealing or insulation, allow excessive heat to build up in the unconditioned attic space. This in turn can lead to temperature on the roof decking that are warm enough to melt snow, creating ice dams and the possibility of water damage.

Safety Issues:

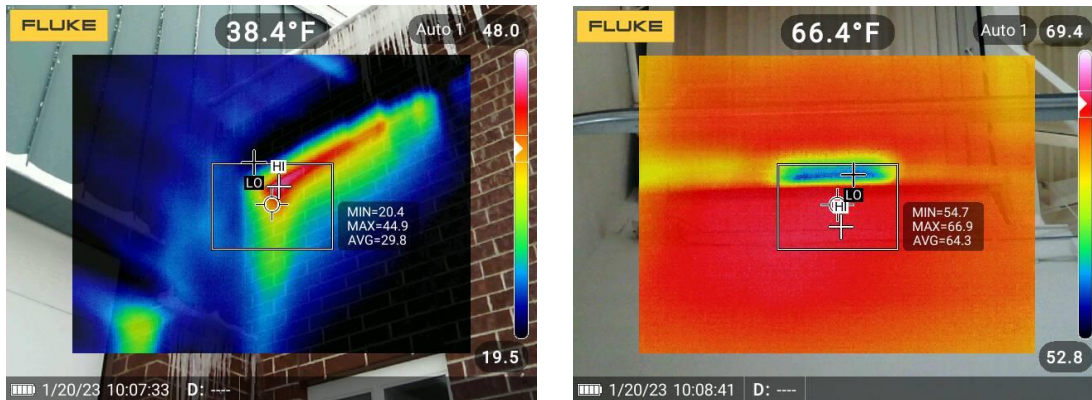
- Ice Dams over can be deadly if they break loose while people are underneath them.
- Ice Dams can also cause water damage, which may lead to structural damage over time.
- Moisture in the ceiling may lead to the growth of mold.

Key Takeaways:

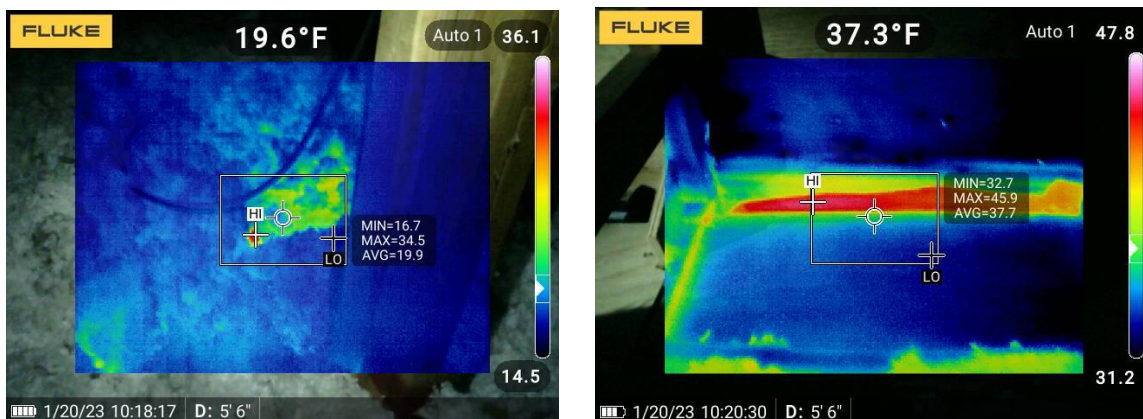
- The council chambers lacks both insulation and air sealing, resulting in large heat loss through the roof.
- Penetrations and seams in building materials are not air sealed, allowing heat transfer in many spaces.

IR Scan Report

Fire Hall Man Door: The below photos show a hot area from the outside, and cold area from the inside, above the fire hall's Southern entrance. The heat escaping is able to go into the roof venting and contribute to melting snow on the roof, creating ice. Consider air-sealing this area to reduce air infiltration and heat loss.



Attic by AHU-3: The below photos show two areas that are outside the thermal envelop in the attic near AHU-3. The left photo shows an area of blown cellulose insulation that has been disturbed. This is not necessarily an example of poor insulation, but used to show how small pockets within the insulation loose effectiveness when compacted or disturbed. The right photo is of the chase way at the roof transition. Here it can be seen that heat is coming through the space and leaking at the seam. This heat is likely coming from a lack of air sealing, allowing the warm air to rise within the wall assembly.



AHU-3 Outdoor Air Intake: AHU-3’s air intake vent has small seams of air infiltration. This allows heat to escape out of the seam, as well as cold air to come in. This is not a major issue, but does show how all wall penetrations can be areas of infiltration.

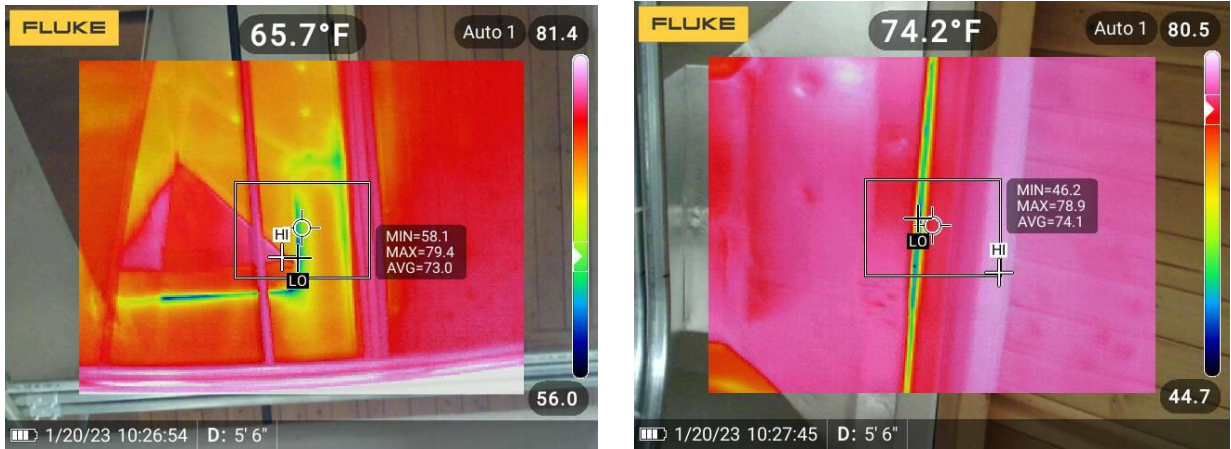


Figure 3: AHU-3 Outdoor Air Intake Plenum and Wall Interface with Cold Spots at Seams

Exterior, Admin Entrance: One of the areas that ice dams are most visible is above the Admin entrance. The below photo shows areas where the snow has completely melted away. The surface temperature of the whole roof is not visible as most of it is still covered with snow/ice.

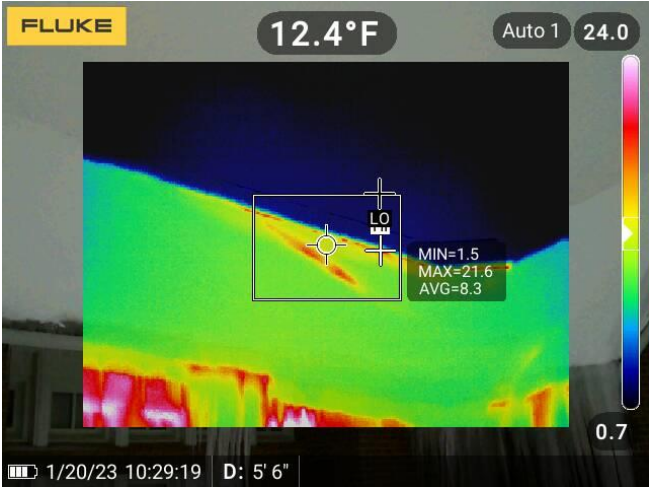


Figure 4: Admin Entrance, an area with large Ice Dams, and Roof Hot-Spots Above that Contribute to Snow Melt

Space Between Drop Ceiling and Attic Floor: The space between the ceiling tiles and the attic floor is usually unseen, but since it is below the insulation is considered within the thermal envelope. There are several wall seams and mechanical/electrical penetrations in this space. The below photos show how heat is flowing freely through some of these spaces, likely into unconditioned spaces like above the attic insulation.

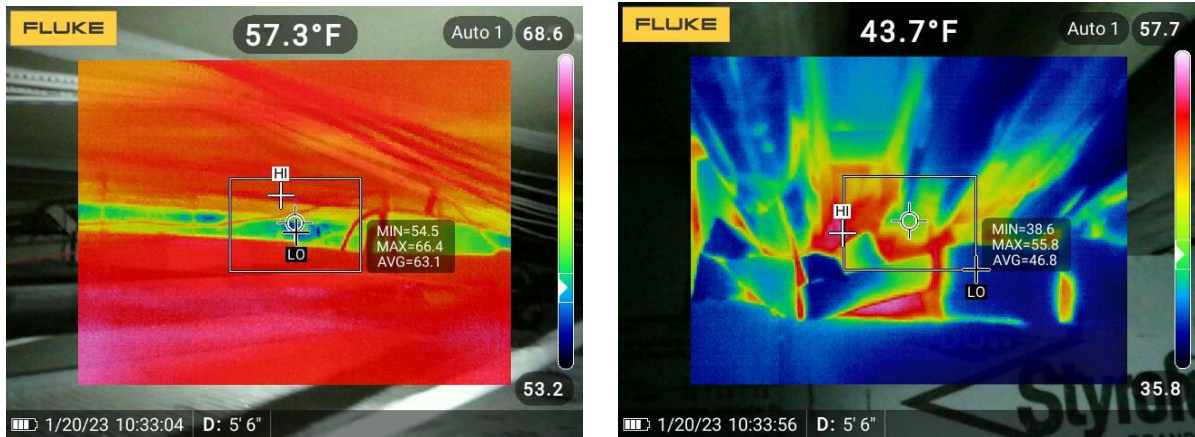


Figure 5: Pointed at the Pipe Chase for Sprinkler System (left) and Unsealed Foam Block Insulation Around Electrical Penetrations (right) The Sprinkler System May not be Able to be Sealed due to Freezing Concerns, but There was an Attempt to Seal and Insulated Around the Electrical Penetrations. Consider Fully Sealing the Seams of Foam Block with Spray Foam.

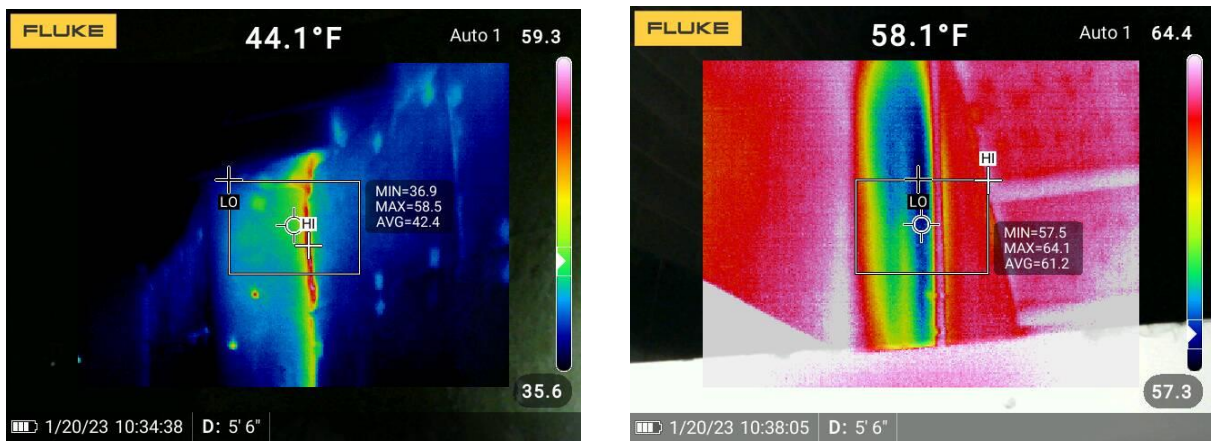


Figure 6: Wall Seams with Leakage. Towards Admin Entrance (left) and Fire Hall (right)

Training Center IT Room: Behind the vent stack in this room there is a continuous seam in the block construction. The IR image shows that air is flowing through this gap.



Figure 7: Consider Sealing the Seam in the Training Center IT Room Wall

Training Center: The Training Center has vaulted ceiling, so the conditioned space has a smaller gap between it and the roof decking. Cold spots on the ceiling show where higher rates of heat transfer into the roof are occurring. Seams at the peak and beams can be places where air infiltration between conditioned and unconditioned spaces will be more common.

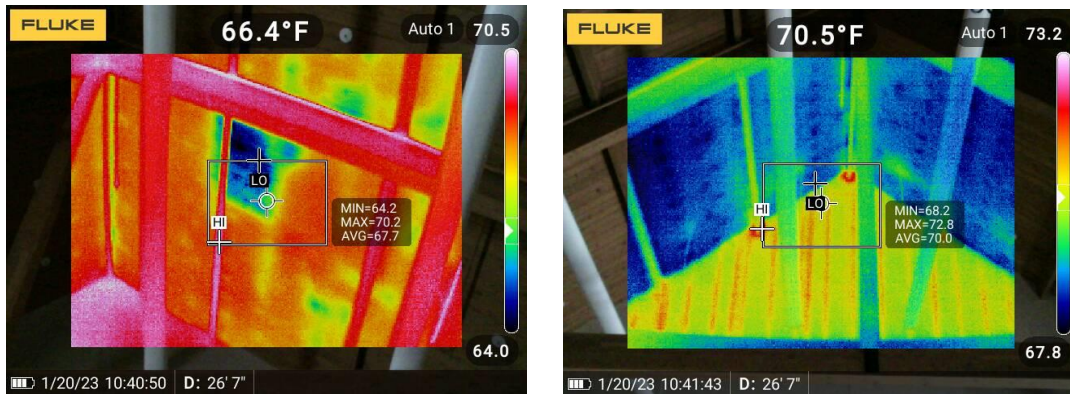


Figure 8: A Cold Spot on the Ceiling When Looking from the Center of the Room Towards the Front Hall (left), and the Wall shared with AHU-3 (right) that Allows for Higher Heat to be Transferred Into the Ceiling Spaces.

Council Chambers: The Council Chambers is an area of concern as it has areas of interior water damage, likely coming through the roof. The top set of photos below show areas around beams that have higher heat flow. Ensure these areas are properly sealed. The lower set of photos shows a corner that had higher heat loss than its surroundings and how ceiling penetrations, like can lights, can have air infiltration when not sealed properly.

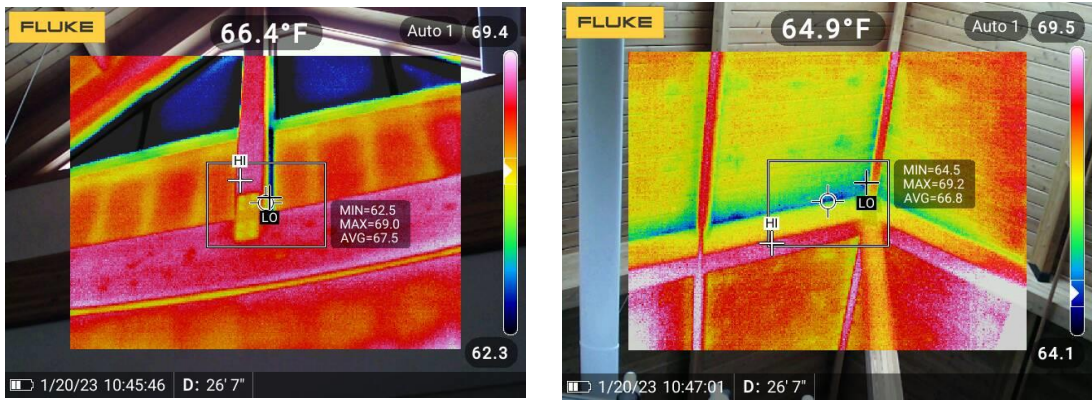


Figure 9: Seam Between Beam and Wall Behind Council Dias (left) and Between Ceiling and Ceiling Beams (right)

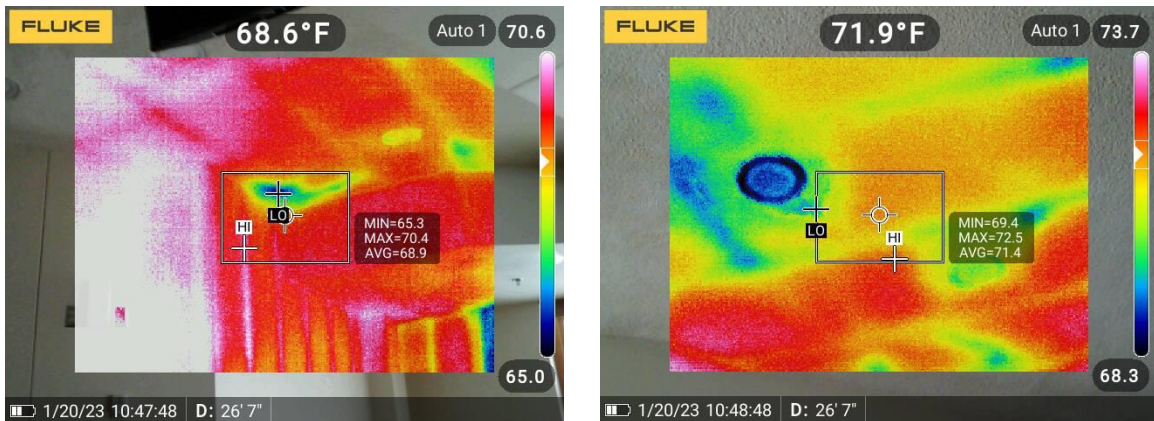


Figure 10: Spots of Poor Insulation In a the Left Corner Behind The Council Dias (left) and Poor Air Sealing Around a Can Light (right)

Council Chambers Attic: The space above the council chambers can be accessed by a hatch within the attic space of AHU-5 access. There is a noticeable difference in temperature between these two spaces, with the area above the council chambers being ~ 10°F warmer in feel compared to the rest of the attic space. Two factors are main contributors to this. The first is that there is no visible insulation on the attic floor, allowing more heat to conduct through the structure. The second is that the wall assemblies have no insulation or air sealing, allowing warm air to rise up the sides and into the space.

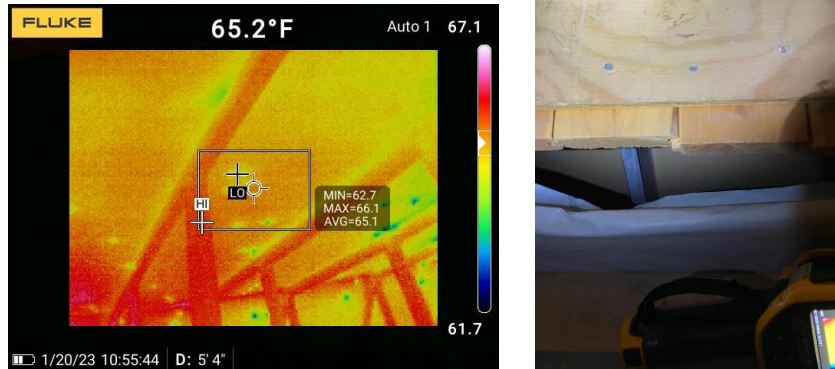


Figure 11: The Surface Temperature of the Roof Decking at 65°F (left) and the Bare Wood Attic Floor and Uninsulated and Unsealed Wall Cavities that Lead Into the Attic (right)

AHU-5 Attic: The attic area that can be accessed from the AHU05 mezzanine is well insulated with blown cellulose. However, areas where electrical or plumbing penetrations occur allow for warm air to travel up into the space. Some spaces in the walls were also noted to have breaks in the insulation.

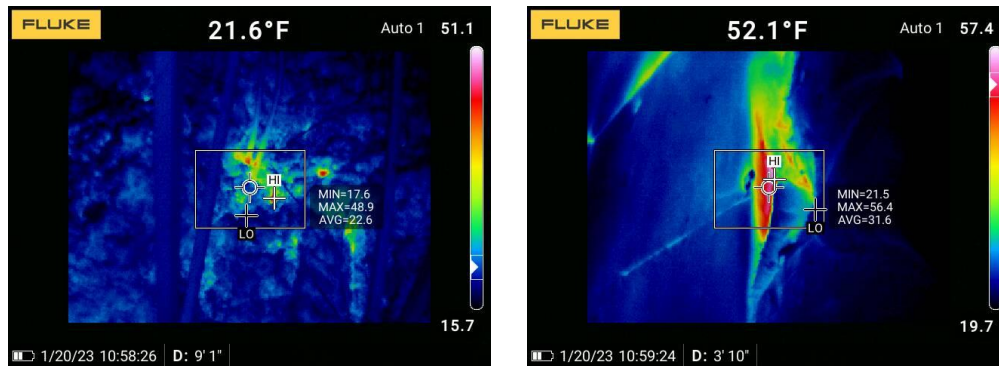


Figure 12: Attic Floor with Electrical Wire Through Insulation (left) and Wall with Break in Insulation (right)

**CITY OF HERMANTOWN
CITY COUNCIL MEETING**

Monday, March 6, 2023
6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present
Councilor John Geissler: Present
Councilor Andy Hjelle: Present
Councilor Ellie Jones: Present
Councilor Brian LeBlanc: Present

CITY STAFF: John Mulder, City Administrator; Jackie Dolentz, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications & Community Engagement Director; Paul Senst, Public Works Director; Kevin Orme, Director of Finance & Administration; Adam Schminski, Building Official; Jim Crace, Chief of Police; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 11

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**

Good luck to all the Hermantown teams this month!

5. **PUBLIC HEARING**
6. **COMMUNICATIONS**

A. Correspondence 23-33 through 23-37 placed on file

B. 23-37

From: Liz Paulson, Hermantown Resident
To: Mayor & City Council
Re: Okerstrom Sewer Line

7. **PRESENTATIONS**

A. Staffing (including Fire Department discussion)

John Mulder, City Administrator
(Pre-Agenda Only)

B. HPD 2022 Annual Report

Jim Crace, Chief of Police
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of February 21, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from February 15, 2023 through February 28, 2023 in the amount of \$539,047.87

Motion to the approve the Consent Agenda. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

11. **ORDINANCES**

A. **2023-02 An Ordinance Amending Hermantown Code of Ordinances By Adding A New Section 405, Sale of Tetrahydrocannabinol Products**

(first reading)

B. **2023-03 An Ordinance Amending Hermantown Code Of Ordinances Section 270 - Fee Schedule**

(first reading)

12. **RESOLUTIONS**

A. **2022-131 Resolution Accepting An Amended Proposal From Northland Consulting Engineers For Engineering Services For Design And Construct Engineering For The Sanitary Sewer Trunkline Spur From Oak Ridge Drive To The Trunkline Under The City Engineers Contract With The City** (tabled from 11/21/2022)

(motion, roll call)

Motion to amend 2022-131 Resolution Accepting An Amended Proposal From Northland Consulting Engineers For Engineering Services For Design And Construct Engineering For The Sanitary Sewer Trunkline Spur From Oak Ridge Drive To The Trunkline Under The City Engineers Contract With The City. Motion made by Councilor John Geissler and seconded by Andy Hjelle.

The amendment to this resolution includes an urban road with sidewalk, curb and gutter, terminating with a hammerhead on the property currently owned by the city and an extension of water and sewer to Oak Ridge Drive.

Dave Miller, 4793 Anderson Road, asked the City Council to clarify the location of the hammerhead.

Robin Johnson, 3909 Okerstrom Road, requested that the hammerhead be located further down the road and not directly behind her property.

This motion to amend, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

B. 2023-22 Resolution Receiving Bids And Awarding Contract For Street Road Improvement No. 543 (Lindahl Road Bridge Removal) In The Amount of \$76,000

(motion, roll call)

Motion to approve 2023-22 Resolution Receiving Bids And Awarding Contract For Street Road Improvement No. 543 (Lindahl Road Bridge Removal) In The Amount of \$76,000. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

C. 2023-23 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For Street Improvement Project No. 538 (Richard Avenue, Lindgren Road, Stevie Drive & A Frontage Road & Sam's Way)

(motion, roll call)

Motion to approve 2023-23 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For Street Improvement Project No. 538 (Richard Avenue, Lindgren Road, Stevie Drive & A Frontage Road & Sam's Way). This motion, made by Councilor Ellie Jones and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

D. 2023-24 Resolution Approving Preliminary And Final Plat Of Stebner Woods And Imposing Conditions On The Final Plat

(motion, roll call)

Motion to approve 2023-24 Resolution Approving Preliminary And Final Plat Of Stebner Woods And Imposing Conditions On The Final Plat. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

E. 2023-25 Resolution Approving An Extension Of The Final Planned Unit Development Plan For Engwalls Redevelopment

(motion, roll call)

Motion to approve 2023-25 Resolution Approving An Extension Of The Final Planned Unit Development Plan For Engwalls Redevelopment. This motion, made by Councilor Ellie Jones and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Nay
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 1

F. 2023-26 Resolution Approving A Special Use Permit For The Construction Of A Two-Family Home In A R-3 Residential Zoning District

(motion, roll call)

Motion to approve 2023-26 Resolution Approving A Special Use Permit For The Construction Of A Two-Family Home In A R-3 Residential Zoning District. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

G. 2023-27 Resolution Approving Utility And Infrastructure Director Job Description And Position

(motion, roll call)

Motion to approve 2023-27 Resolution Approving Utility And Infrastructure Director Job Description And Position. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

H. 2023-28 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2022 Budgets And Make Transfers

(motion, roll call)

Motion to approve 2023-28 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2022 Budgets And Make Transfers. This motion, made by Councilor Ellie Jones and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

I. 2023-29 Resolution Awarding Contract For John Deere 1025r Sub-Compact Utility Tractor And Implements For \$29,400.20 Which Includes Applicable Taxes And Fees

(motion, roll call)

Motion to approve 2023-29 Resolution Awarding Contract For John Deere 1025r Sub-Compact Utility Tractor And Implements For \$29,400.20 Which Includes Applicable Taxes And Fees. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

Motion at to close the regular meeting of the Hermantown City Council at 7:31 p.m. to go into a closed session pursuant to the following statute and stated reason: Minnesota Statutes Section 13D.05 Subd 3 (c) (3) to develop and consider an offer or counteroffer for the transfer of real property with the Hermantown School District within the City of Hermantown. This motion, made by Councilor Ellie Jones and seconded by Councilor Brian LeBlanc, carried unanimously.

Motion made by Andy Hjelle, seconded by Councilor John Geissler, to re-convene into open session at 8:20 p.m. Motion carried unanimously.

14. **RECESS**

Motion to recess meeting at 8:20 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Councilor Ellie Jones: Yea
Councilor John Geissler: Yea
Mayor Wayne Boucher: Yea
Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

3/14/2023

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar Inactives	3,717.68	-99478
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar Inactives	-1,096.20	-99478
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Dental Ins Mar Inact-Rich	113.00	-99477
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Dental Ins Mar Inact-Volk	44.00	-99477
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Mar Inactive - Volk	44.41	69736
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Mar Inactive - Rich	21.51	69736

Totals: 6 records printed **2,844.40**

CITY OF HERMANTOWN

CHECKS #69735-69736
03/01/2023-03/15/2023

PAYROLL CHECKS

Electronic Checks - #-68119-68160 77,194.81

LIABILITY CHECKS

Electronic Checks - #-68161-68162 \$80,922.06

Electronic Checks - #-68114-68118 \$59,012.82

Checks - #69735 \$1,180.18

PAYROLL EXPENSE TOTAL \$218,309.87

ACCOUNTS PAYABLE

Checks - #69736 \$65.92

Electronic Payments #-99477-99478 \$2,778.48

ACCOUNTS PAYABLE TOTAL \$2,844.40

TOTAL \$221,154.27



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Ordinance 2023-02 Sale of Tetrahydrocannabinol Products

RESOLUTION: **ORDINANCE:** 2023-02 **OTHER:**

REQUESTED ACTION

Approve Ordinance 2023-02 An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 405, Sale Of Tetrahydrocannabinol Products

BACKGROUND

A new law was enacted at the end of the 2022 legislative session that allows certain edible and beverage products infused with tetrahydrocannabinol (THC) to be sold. As a result, THC products can now be legally sold.

At the August 1, 2022 City Council meeting, the Council approved Ordinance 2022-09 which declared a moratorium of edible cannabinoid products until February 1, 2023 to allow the City to research and understand this new legislation. At the January 17, 2023, this moratorium was extended an additional 120 days via Ordinance 2023-01. This moratorium expires 5/31/2023.

This Ordinance would become effective June 1, 2023. To avoid confusion, excessive cost and work by the parties being licensed, the initial licensing period will be from 6/1/2023 through 12/31/2024.

Highlights of this Ordinance:

- The 2023-2024 annual license fee will be \$600
- In order to be licensed for THC, the requesting party must also be licensed for tobacco and complete that process (fill out licensing paperwork, pay the \$335 fee)
- The sale of THC products will be regulated like tobacco
- Onsite consumption is prohibited

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Ordinance

Ordinance No. 2023-02

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN
CODE OF ORDINANCES BY ADDING A NEW SECTION 405,
SALE OF TETRAHYDROCANNABINOL PRODUCTS**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to establish a policy to regulate the sale of any legalized adult-use product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes § 151.72, as it may be amended from time to time.

Section 2. Additional to Chapter 4. Chapter 4, Licensing and Business Regulations, of the City of Hermantown Code of Ordinances is hereby amended by adding a new Section 405, Sale of Tetrahydrocannabinol Products, to read as shown on Exhibit A attached hereto.

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

Section 4. Effective Date. The provisions of this Ordinance shall be effective after (a) its adoption, (b) approval by Mayor; (c) publication once in the legal newspaper of the City of Hermantown; and (d) June 1, 2023. ~~and immediately upon publication once in the official newspaper of the City of Hermantown.~~

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 405 – Sale of Tetrahydrocannabinol Products

405.01. Purpose. The purpose of this Section 405 is to restrict access by minors and to regulate the sale of any legalized adult-use product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes § 151.72, as it may be amended from time to time, for the following reasons:

405.01.1. Minnesota Statutes § 151.72, as it may be amended from time to time, does not prohibit municipalities from licensing and regulating the sale of tetrahydrocannabinol products or products otherwise derived from hemp (“THC Products”);

405.01.2. The National Academies of Science, Engineering and Medicine note that the growing acceptance, accessibility and use of THC Products have raised important health concerns while the lack of aggregated knowledge of the health effects of THC Products has led to uncertainty about the impact of its use;

405.01.3. The Minnesota Legislature recognized the danger of THC Products use amongst youth by prohibiting the sale of any THC Products to those under the age of twenty-one (21) and requiring THC Products to be packaged without appeal to children and in child-resistant packaging or containers; and

405.01.4. Due to the passage of Minnesota Statutes § 151.72, the City Council finds and determines that the rules and regulations pertaining to the licensing and sale of THC Products contained in this Section 405 are necessary to promote and protect the public health, safety and general welfare of the residents of the City of Hermantown.

405.02. Definitions. The following words and terms when used in this Section 405 shall have the following meanings unless the context clearly indicates otherwise.

405.02.1. Business. Refers to any place of business where THC Products are available for sale to the general public, including but not limited to grocery stores, tobacco-related products stores, CBD stores, convenience stores, gasoline service stations, bars, and restaurants.

405.02.2. Exclusive Liquor Store. An establishment that meets the definition of exclusive liquor store in Minnesota Statutes § 340A.101, Subd. 10, as it may be amended from time to time.

405.02.3. Movable Place of Business. A business whose physical location is not permanent or is capable of being moved or changed. Movable place of business includes, but is not limited to a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for retail sales.

405.02.4. Person. One or more natural persons; a partnership, including a limited partnership; a corporation, including a foreign, domestic or nonprofit corporation; a trust; a political subdivision of the state; or any other business organization.

405.02.5. Retail Sale. Any transfer of goods for money, trade, barter, or other consideration for THC Products.

405.02.6. Self-Service Merchandising. A method of displaying THC Products, so that they are accessible to the public without the assistance or intervention of the licensee or licensee's employee. Assistance or intervention means the actual physical exchange of THC Products between the customer and the licensee or licensee's employee.

405.02.7. THC Product. Any product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes § 151.72, as it may be amended from time to time. THC Product does not include medical cannabis as defined in Minnesota Statutes § 152.22, Subd. 6, as it may be amended from time to time.

405.02.8. Vending Machine. Any mechanical, electric, or electronic self-service device that dispenses THC Products upon the insertion of money, tokens, or any other form of payment, directly to a person seeking to purchase THC Products.

405.03. License.

405.03.1. License Required. No person shall keep for retail sale, sell at retail, or otherwise dispose of any THC Products at any place in the City without first obtaining a license and paying a license fee.

405.03.2. Tobacco License Required. No license shall be issued to any applicant who does not hold a valid tobacco license issued pursuant to Section 400 of the Hermantown City Code.

405.03.3. Application. An application for a license to sell THC Products shall be made on a form provided by the issuing authority. The issuing authority shall verify the information on the application form and is empowered to conduct an investigation to verify the information on the application, including ordering a computerized criminal history inquiry and driver's license history inquiry on the applicant.

405.03.4. No person shall be issued an original or renewal license to sell THC Products unless that person has implemented a program for instructing all employees in the legal requirements pertaining to the sale of THC Products, including, but not limited to, state laws and this Section 405, providing information on the risks of using THC Products, and requiring employees to request identification from every customer who appears to be under thirty (30) years of age. No license shall be issued to an establishment unless the employer signs a City form stating that the employer has provided training to all employees on the sale of THC Products, and such training includes information that the

sale of THC Products to a person under twenty-one (21) years of age is illegal, what proof of age is legally acceptable, and that a sale to a person under twenty-one (21) years of age can subject the employer and the employee to criminal and civil liability.

405.03.5. Revocation or Suspension. Any license issued under this Section 405 may be revoked or suspended as provided herein.

405.03.6. Transfers. All licenses issued under this Section 405 shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued to. The transfer of any license to another location, business, or person is prohibited.

405.03.7. Term. All licenses issued under this division shall be issued for one (1) calendar year from January 1 to December 31.

405.03.8. Renewals. The renewal of a license issued under this division shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty (30) days but no more than sixty (60) days before the expiration of the current license.

405.03.9. Issuance as Privilege and Not a Right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.

405.04. License Fee. The fee for a license to sell THC Products shall be as set forth in City's Fee Schedule for such location. The license fee shall cover the administrative and enforcement costs, including the conducting of compliance checks.

405.05. License Restrictions.

405.05.1. Mobile Sales. No license shall be issued for the sale of THC Products at a movable place of business, unless the movable place of business is operated in an establishment licensed to sell THC Products and all mobile sales are conducted within a building and within the licensed premises. Only fixed location businesses in an authorized zoning area shall be eligible to be licensed under this Section 405.

405.05.2. Proximity to School. No license shall be issued for a location within five hundred feet (500') of any school. The distance shall be measured in a straight line from the proposed lot line to the nearest point of the lot on which the school is located.

405.05.3. Exclusive Liquor Store. No license shall be issued to an exclusive liquor store as defined in Minnesota Statutes § 340A.101, as it may be amended from time to time.

405.05.4. Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premises.

405.05.5. Compliance Checks. As a condition of the license, the issuing authority, the Hermantown City Clerk, and those authorized under the Hermantown City Code to issue citations for a violation of the Hermantown City Code, or any other person designated by the City Council, shall have the right to conduct compliance checks and to enter, inspect, and search the licensed premises without a search and seizure warrant during the hours of operation. The City may conduct regular compliance checks of the licensed premises.

405.05.6. Responsibility. All licensees are responsible for the action of their employees regarding the sale, offer to sell, or furnishing of THC Products on the license premises. The sale, offer to sell, or furnishing of THC Products by an employee shall be considered an act of the licensee.

405.05.7. Zoning Ordinance Appeals. No license shall be issued for a location not zoned for the sales proposed by the applicant.

405.06. Prohibited Acts.

405.06.1. No person shall sell, offer for sale, or dispense any THC Product to any person under the age of twenty-one (21).

405.06.1.1. Age Verification. Licensees must verify by means of government-issued photographic identification that the person is at least twenty-one (21) years of age. Verification is not required for a person over the age of thirty (30). That the person appeared to be thirty (30) years of age or older does not constitute a defense to a violation of this subsection.

405.06.1.2. Signage. Notice of the legal sale age and verification requirement must be always posted prominently and in plain view at each location where THC Products are offered for retail sale.

405.06.1.3. No person shall sell, offer for sale, or dispense any THC Product:

405.06.1.4. By means of any type of vending machine.

405.06.1.5. All THC Products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the public.

405.06.1.6. That is not in the original packaging with labeling in compliance with the Minnesota Statutes § 151.72, as it may be amended from time to time.

405.06.2. Samples Prohibited. No person shall distribute sample of any THC Product free of charge or at a nominal cost.

405.06.3. Use of False Identification. It shall be a violation of this Section 405 for any person to attempt to disguise their actual age using a false form of identification.

405.06.4. Sales to Obviously Intoxicated or Impaired Persons. No person shall sell, give or furnish THC Products to an obviously impaired or intoxicated person.

405.06.5. Onsite Consumption Prohibited. No licensed product may be consumed on any premises that holds a license under this Section 405.

405.06.6. Unlawful Purchase. It shall be unlawful for any person under the age of twenty-one (21) to purchase any THC Product. Persons acting under the direct supervision of the City, law enforcement, or other governmental unit and are actively engaged in compliance checks of the licensed premises are exempt.

405.06.7. Illegal Possession. It shall be unlawful for any person under the age of twenty-one (21) to possess any licensed product or to give or share any licensed product to any person under the age of twenty-one (21).

405.06.8. Employees Under Eighteen. It shall be unlawful for any person under the age of eighteen (18) to sell THC Products.

405.06.9. General Sale Prohibition. No person shall sell or offer for sale any THC Product by any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

405.07. Sanctions for License Violations. The imposition of a civil penalty shall be preceded by written notice to the licensee and an opportunity for an administrative hearing under Section 400.12 of the Hermantown City Code. The civil penalties for violations of this Section 405 or state laws governing the sale of THC Products by the licensee or employee of the licensee are as follows:

405.07.1. For a first violation, the fine as set forth in City's Fine Schedule;

405.07.2. For a second violation at the same location within five (5) years of the first violation, the fine set forth in City's Fine Schedule and a 10-day suspension;

405.07.3. For a third violation at the same location within five years of the first violation, the City Council shall suspend the licensee's authority to sell THC Products at a public hearing for a minimum of 30-days and impose a civil penalty set forth in City's Fine Schedule; and

405.07.4. For a fourth or subsequent violations at the same location within five years of the first violation, the City Council may at a public hearing revoke a license or suspend a license for up to sixty (60) days, impose a civil penalty as set forth in City's Fine Schedule for each additional violation, or impose any combination of these sanctions.

405.08. Penalty for Individuals. A violation of this Section 405 is a misdemeanor. Nothing in this Section 405 shall be construed to limit the City's other available remedies for any violation of law, including without limitation, criminal, civil, and injunctive relief.

405.09. Severability. If any provision of this Section 405 is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of this Section 405.

Ordinance No. 2023-03

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING HERMANTOWN CODE
OF ORDINANCES SECTION 270 – FEE SCHEDULE**

Section 1. Amendment of Section 270 – Fee Schedule. Section 270 is hereby amended in its entirety to read as shown on Exhibit A attached hereto.

Section 2. Nexus. Pursuant to Minnesota Statutes § 462.353, Subd. 4 (2022), as it may be amended from time to time, the City has determined that there is a nexus between the fees and the City’s costs and purposes based upon the City’s actual costs in providing the services described above. The City’s actual costs include employee time for investigative services as well as administrative costs and expenses.

Section 3. Added to Code. The terms and provisions of this Ordinance shall be added in the appropriate place in Title 2 of the Hermantown City Code after adoption and becoming effective.

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

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 270 - Fee Schedule

As of **January 1** _____, 2023

DESCRIPTION	FEE
Antenna Lease (New or Amendment)	\$1,000
Assessment Searches	
- First Parcel	\$40
- Additional	\$20
AUDIO/VISUAL	
-Audio CD of Meetings	\$15
- Photo CD's	\$15
- Video Tapes/DVD's	\$15
BUILDING DEPARTMENT	
911 Signs	
Installed Signpost	\$75
Sign and Bracket Only	\$35
Appeals	
Building Code Appeals	\$250
Fire Code Appeals	\$250
Hazardous & Unsafe Structures - Fire Code	\$250
Commercial	
Permit Fees are Based On Value (See Schedule B)	
- Plan Checking Fee (% of Building Permit Fee)	65%
Demolition *- Single Family Res.	\$0
- Other	\$100
*Charge waived if issued with building permit	
Floodproofing Permit Fee	\$25
Inspect Fire sprinkler systems	\$50
Inspections after normal business hours	\$65/hr
Investigation Fee	
First Infraction - Double Permit (Min. \$200)	
Each Add'l in 12 Month -Triple Permit (min \$300)	
Residential	
- Re-roofing Permit	\$50
- Re-siding Permit	\$50
- Window Replacement	\$50
- Door Replacement	\$50
- Plumbing Permit - initial	\$50
- Plus per fixture	\$5

- Mechanical Permit - initial	\$50
- Plus per fixture	\$15
- Replacement	\$50
- Detached Garage/Accessory Building (less than 1200 sq. ft.)	\$150
- Mobile/Manufactured -Home Setting Fee	\$600
- Park Dedication Fee - per bedroom	\$150
- Plan Checking Fee (% of Building Permit Fee)	65%
All Other Permit Fees are Based On Value (Schedule A)	
Special Permit Fees	\$25
State Surcharge	See Schedule B
single fixed fee permit for fees under \$2,010	\$1

CEMETERY/BURIAL

- Burial	
- Non-winter weekday	\$600
- Non-winter weekend	\$800
- Winter weekday (Nov 1 - Mar 31)	\$800
- Winter weekend (Nov 1 - Mar 31)	\$1,250
- Burial of Urn	
- New Plot	\$350
- Shared Plot	\$225
- Winter - New Plot (Nov 1 - Mar 31)	\$550
- Winter - Shared Plot (Nov 1 - Mar 31)	\$450
- Weekend	\$1,000

CITY CLERK

BUSINESS LICENSE FEES

Adult Businesses	
- Application Fee	
- New Principal License	\$3,500
- Renewal of Principal License	\$725
- New Accessory License	\$725
- Renewal of Accessory License	\$160
- License Fee	
- Principal License	\$1,425
- Accessory License	\$305

LIQUOR LICENSE FEES:

- 3.2% Malt Liquor	
- On Sale	\$550
- Off Sale	\$80

- Temporary - per day	\$60
- Transfer - On Sale	\$110
- Off Sale	\$60
Charities Temporary Service Area	\$105
- Club License	
- Under 200 members	\$300
- 201-500 members	\$500
- 501-1000 members	\$650
- 1001-2000 members	\$800
- 2001-4000 members	\$1,000
- 4001-6000 members	\$2,000
- Over 6000 members	\$3,000
- Dance Permit	\$500
- Intoxicating Liquor	
- On Sale	\$3,450
- Off Sale	\$155
- Temporary - per day	\$255
- Transfer/On Sale	\$155
- /Off Sale	\$130
- Investigation Fee (Police)	\$210
Summerfest Temporary Service Area	\$250
Temporary Service Area Expansion	\$250
Deposit for Temporary Service Area Expansion	\$250
- Sunday License	\$200
- Wine	
- Only Wine	\$815
- With Hard Beer	\$1,150
- Temporary - per day	\$110
- Transfer	\$110
Other License Fees:	
Pawn Shop	\$3,750
- Transaction Fee	\$6
\$25,000 Bond Required	
Investigation fee with new application	\$660
Massage Establishment	\$125
Massage Therapist	\$55
-Investigation fee with new application	\$30
Tobacco License	\$335
<u>Tetrahydrocannabinol Products License Fee</u>	<u>\$600.00</u>
Candidate Filing Fee for City Council	\$5
COPIES, DOCUMENTS, FAXES, MAPS	
Data Practice Request	No chg under \$5

- Color copies Additional charge per side	\$0
- Copies smaller than 11' x 17' (per copy)	\$0.25
- 2 sided copy	\$0.50
- 11 x 17 - 1st Page	\$2.00
- Add'l	\$1.00
Other Requests	
- 8 1/2 x 11 - 1st Page	\$1
- Add'l	\$0
- 8 1/2 x 14 - 1st Page	\$1.00
- Add'l	\$0
- 11 x 17 - 1st Page	\$2.00
- Add'l	\$1.00
- Larger than 11 x 17	\$10
- Photo - per page	\$4

FAXES

- Local - 1st Page	\$2.00
- Add'l	\$0
- Long Dist.- 1st Page	\$3.00
- Add'l	\$0

MAPS

- Address	\$1
- 11 x 17	\$10
- 20 x 30	\$10
- 24 x 36	\$45

OTHER FEES

Foot and Bicycle Races	\$25
Gambling Investigation Fee	\$100
Non-Sufficient Funds (NSF) Charge	\$30
Recording Fee	\$75

PARKS DEPARTMENT

Hermantown Community Park (Passive Park)	
- Resident	\$25
- Non Resident	\$75

PLANNING & ZONING DEPARTMENT

Administrative Appeal	\$200
Alternative Energy Systems Permit	\$30
Christmas Tree Permit (\$25 refund after Season)	\$100
Com'l Industrial Development Permit	
- With Development Agreement*	\$700
- Without Development Agreement	\$400

- Zoning Certificate in lieu of CIDP	\$250
* Plus Professional Fees	
Dog Exception Permit	\$195
Driveway Access	
- Permit (Plus \$250 Deposit)	\$100
Erosion & Sediment Control	
- Multi-Family/Com'l/Industrial	\$250
- Single Family Residential	\$125
- Utility - Per lineal foot disturbed	\$0.125
- Minimum	\$250
Park Fee	
- Single Family, Two Family, Three Family, Residential Parcel	\$1,100
- Multi-Family, 2+ bedrooms	\$800
- Multi-Family, 1 bedroom and studio	\$400
-Commercial and Industrial	\$1,100 per acre
-Planned Unit Development	Proportional to Mix of Development
Fence Permit	
If Building Permit Not Needed	\$35
Fireworks Permit	
- Established Retail	\$100
- Temporary Structure	\$350
Land Alternation Permits (Fill)	
- Flat Fee	\$125
- Refundable Deposit	\$500
Mobile Home Park Approval Fee *	\$445
*Plus Professional Fees	
Non-Conforming Use Permit & Fee Application	
Single Family	\$150
Commercial	\$400
Ordinance	
- Amendment	\$350
- Interpretation	\$185
Parcel Split Review Fee	
Fee per Split Reviewed	\$300
Planned Unit Development Approval*	
PUD Fee	\$700
*Plus Professional Fee	
PUD Amendment	\$350
Recording Fee	\$75
Rezoning Application Fee	\$350

Sign Permits

- Temporary (Class G)	\$20
- Com'l (Class C-Other up to 25 ft.)	\$75
- Com'l (Class C-Other over 25 ft.)	\$110
- Com'l (Class C-Free Standing)	\$110
- Billboards (Class D)	\$500

Special Use Permit *

- New	\$400
- Renewal	\$350
- Amendment	\$350

* Plus professional fees

Stormwater *

- New application	\$450
- Recording fee	\$75

* Plus professional fees

- Concept Plan Review***

*** Includes professional fees

Subdivision Plan Approval

- Preliminary	\$350
- Final	\$300
- Combined process	\$600

Vacation Fee (easement)

\$235

Variance Application Fee

\$300

Wetland Permits *

- De minimus Exemption	\$250
- Delineation	\$200
- No Loss Determination	\$250
- Replacement Plans	
- Individual/Single Family	\$350
- Subdivisions/Com'l/Multi Family	\$750

*Plus Professional Fees

Wetland Impact Fee

- per sq. ft. x mitigation ratio	\$0.15
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Zoning Verification Letter

\$30

Zoning Certificate Fee

\$35

Hermantown Marketplace Zoning Certificate

\$250

Zoning Maps (GIS Maps) Plotted

- 11 x 17	\$10
- 24 x 36	\$45
- Color map	\$30

POLICE DEPARTMENT**Animal Licenses (Dog & Cat)**

\$10

Lifetime Permit	\$50
Lifetime Animal Transfer Fee	\$5
Duplicate Tag Fee	\$5
Animal Licenses at City Impound Facility	\$12
Dangerous Animal	\$500
Archery (Bow Hunting)	
-Resident Permit	\$10
-Non-Resident Permit	\$30
Fingerprinting	\$30
Police Services	
Officer for School Events Beyond Contract (per unit per hour)	\$70
Officer for Special Events (Per unit per hour)	\$85
Administrative Parking Violations under Hermantown Code Section 830	
-Handicapped	\$200
-All other Parking Violations	\$30

Training Center Rental

- Resident - During Working Hours	Free once a month
Training Center Rental	
- During Working Hours (8:00 am - 4:30 pm)	\$190
- After Hours (After 4:30)	\$245
Add: Saturday Rental	\$75

Vehicle Storage/Impound (per day)	\$30
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UTILITIES DEPARTMENT (WATER/SEWER)

Administrative fee in delinquent utility property tax certification	\$100
Assessment Construction Project Admin. Fee	3.5%
Excavating Contractor's License	\$200
- Permit	\$50
Excavating Permit for Private Person	\$50
Fats, Oil, Grease (FOG Program)	
Sewer Service Surcharge	\$100 Monthly
Late Payment Fee (penalty on current balance due)	10%
Return Check Fee	\$30
Unpolluted Water Surcharge (monthly)	\$100
Water Filling Station (per 1008 gallons)	\$15
<u>Water Rates: (per 1,000 gallons)</u>	
Residential Tier 1 (up to 2,500 gallons)	\$8.82
Residential Tier 2 (between 2,501-4,500 gallons)	\$10.15

Residential Tier 3 (over 4,501 gallons)	\$11.16
<u>Multi Family</u>	
Multi-Family Tier 1 (all usage)	\$10.16
Multi-Family Tier 2 (all usage)	\$10.16
Multi-Family Tier 3 (all usage)	\$10.16
<u>Commercial</u>	
Tier 1 (up to 20,000 gallons)	\$9.12
Tier 2 (between 20,001-50,000 gallons)	\$9.59
Tier 3 (over 50,001 gallons)	\$10.54
<u>Irrigation</u>	
Tier 1 (all usage)	\$11.16
Tier 1 (all usage)	\$11.16
Tier 3 (all usage)	\$11.16
Water testing fee - August annual bill	\$9.72
Temporary meter rental (construction and hydrant)	\$150 per season
Service charges - billed monthly	
5/8" to 1" meter	\$9.73
1 1/4" meter	\$14.60
1 1/2" meter	\$14.60
2" meter	\$36.50
3" meter	\$42.58
4" meter	\$54.75
6" meter	\$79.01
On/Off Fees	
Snowbirds	\$25
Reconnection for delinquent accounts	\$75
Water Hookups	
Residential (includes duplex)	\$850
Irrigation Meter	\$850
Commercial	\$1,400
<u>Sewer Rates: (per 1,000 gallons)</u>	
Residential Tier 1 (all usage)	\$10.66
Multi-Family Tier 1 (all usage)	\$10.66
Commercial Tier 1 (all usage)	\$10.66
Flat Rate Tier 2 – Residential Average	\$38.07
Flat Rate Tier 3 – Commercial Average	\$47.97
Service charge - monthly	\$3.40
Minimum sewer charges	
Service charge	\$3.40
Sewer Hookup	
Residential (includes duplex)	\$850
Permit	\$85

Commercial	\$2,200
Permit	\$85
Stool Fee per toilet - max 50 toilets	\$50
Capacity Availability Fee For Single Family (contact WLSSD for fee determination of commercial buildings)	\$940
Call for Water & Sewer Availability Charges	

Stormwater Rates:

Equivalent Rate Unit (ERU)	\$8.00/ERU
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Resolution No. 2023-30

**RESOLUTION AUTHORIZING A SUMMARY
OF AN ORDINANCE AMENDING HERMANTOWN CODE OF ORDINANCES BY
ADDING A NEW SECTION 405, SALE OF TETRAHYDROCANNABINOL PRODUCTS**

WHEREAS, the City Council has adopted Ordinance No. 2023-02, an Ordinance Amending Hermantown Code of Ordinances By Adding a New Section 405, Sale of Tetrahydrocannabinol Products; and

WHEREAS, Minnesota Statutes Section 412.191, Subd. 4 (2022) authorizes the City Council to publish a summary of lengthy ordinances upon a four-fifths vote of its members; and

WHEREAS, the Ordinance is quite lengthy and detailed; and

WHEREAS, the City Council desires to publish a summary of the Ordinance; and

WHEREAS, a summary of the Ordinance has been prepared and attached hereto as Exhibit A; and

WHEREAS, a copy of the full text of the Ordinance is available for review at the Hermantown City Offices, 5105 Maple Grove Road, Hermantown, MN 55811 during regular business hours.

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

1. That a summary attached hereto as Exhibit A of the Ordinance be published in lieu of the publication of the entire Ordinance; and
2. The City Council hereby authorizes and directs the City Administrator to publish the summary attached hereto as Exhibit A once in the Hermantown Star.

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 March 20, 2023.

EXHIBIT A

SUMMARY OF ORDINANCE NO. 2023-02, AN ORDINANCE AMENDING HERMANTOWN CODE OF ORDINANCES BY ADDING A NEW SECTION 405, SALE OF TETRAHYDROCANNABINOL PRODUCTS

The following is the official summary of Ordinance No. 2023-02, An Ordinance Amending Hermantown Code Of Ordinances By Adding A New Section 405, Sale of Tetrahydrocannabinol Products. Ordinance No. 2023-02 was approved by the City Council of the City of Hermantown on March 20, 2023.

The purpose of this Ordinance is to establish a policy which restricts access by minors and regulates the sale of any legalized adult-use product that contains tetrahydrocannabinol (“THC Products”) and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes § 151.72 to promote and protect the public health, safety and general welfare of the residents of the City of Hermantown.

Individuals and businesses operating in the City of Hermantown will be required to obtain a license to sell THC Products. Once the applicant receives a license to sell THC Products, the owner of such license must keep the license and the required tobacco license, in good standing and otherwise in compliance with the terms of the Ordinance. Further, any violation of the Ordinance will result in sanctions, including fines or suspension of a license.

The foregoing is a summary of a lengthy and detailed Ordinance. The full text of the Ordinance is on file in the office of the City Clerk of the City of Hermantown, 5105 Maple Grove Road, Hermantown, MN 55811, during regular business hours.

If there are any inconsistencies between this summary and the full text of the Ordinance, the terms of the full Ordinance shall govern.

The Ordinance is will be effective upon its adoption, approval by Mayor, publication of this summary once in the legal newspaper of the City of Hermantown and June 1, 2023.

Resolution No. 2023-31

**RESOLUTION AUTHORIZING A SUMMARY OF AN ORDINANCE AMENDING
HERMANTOWN CODE OF ORDINANCES SECTION 270 – FEE SCHEDULE**

WHEREAS, the City Council has adopted Ordinance No. 2023-03, an Ordinance Amending Hermantown Code of Ordinances Section 270 – Fee Schedule; and

WHEREAS, Minnesota Statutes Section 412.191, Subd. 4 (2017) authorizes the City Council to publish a summary of lengthy ordinances upon a four-fifths vote of its members; and

WHEREAS, the Ordinance is quite lengthy and detailed; and

WHEREAS, the City Council desires to publish a summary of the Ordinance; and

WHEREAS, a summary of the Ordinance has been prepared and attached hereto as Exhibit A; and

WHEREAS, a copy of the full text of the Ordinance is available for review at the Hermantown City Offices, 5105 Maple Grove Road, Hermantown, MN 55811 during regular business hours.

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

1. That a summary attached hereto as Exhibit A of the Ordinance be published in lieu of the publication of the entire Ordinance; and

2. The City Council hereby authorizes and directs the City Administrator to publish the summary attached hereto as Exhibit A once in the Hermantown Star.

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 March 20, 2023.

EXHIBIT A

**Section 270 – Fee Schedule
As of March 20, 2023**

Other License Fees:

Pawn Shop	\$3,750
- Transaction Fee	\$6
\$25,000 Bond Required	
Investigation fee with new application	\$660
Massage Establishment	\$125
Massage Therapist	\$55
-Investigation fee with new application	\$30
Tobacco License	\$335
Tetrahydrocannabinol Products License Fee	\$600.00
Candidate Filing Fee for City Council	\$5

COPIES, DOCUMENTS, FAXES, MAPS

Data Practice Request	No chg under \$5
- Color copies Additional charge per side	\$0
- Copies smaller than 11' x 17' (per copy)	\$0.25
- 2-sided copy	\$0.50
- 11 x 17 - 1st Page	\$2.00
- Add'l	\$1.00
Other Requests	
- 8 1/2 x 11 - 1st Page	\$1
- Add'l	\$0
- 8 1/2 x 14 - 1st Page	\$1.00
- Add'l	\$0
- 11 x 17 - 1st Page	\$2.00
- Add'l	\$1.00
- Larger than 11 x 17	\$10
- Photo - per page	\$4

FAXES

- Local - 1st Page	\$2.00
- Add'l	\$0
- Long Dist.- 1st Page	\$3.00
- Add'l	\$0

MAPS

- Address	\$1
- 11 x 17	\$10
- 20 x 30	\$10
- 24 x 36	\$45

OTHER FEES

Foot and Bicycle Races	\$25
Gambling Investigation Fee	\$100
Non-Sufficient Funds (NSF) Charge	\$30
Recording Fee	\$75

Resolution No. 2023-32

**RESOLUTION AMENDING THE RECOMMENDED FINE SCHEDULE
FOR SINGLE AND MULTIPLE OCCURRENCE OFFENSES
OF THE CITY OF HERMANTOWN CODE OF
ORDINANCES AND THE HERMANTOWN ZONING REGULATIONS**

WHEREAS, the City Council of the City of Hermantown has considered the fines to charge for various single and multiple occurrence offenses of the Recommended Fine Schedule for Single and Multiple Occurrence Offenses of the Hermantown Code of Ordinances and the Hermantown Zoning Regulations (“Fine Schedule”); and

WHEREAS, the City Council desires to amend the Fine Schedule attached hereto as Exhibit A.

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

1. The City Council hereby approves the amended Fine Schedule, attached hereto as Exhibit A.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 20, 2023.

EXHIBIT A

**RECOMMENDED FINE SCHEDULE FOR SINGLE AND MULTIPLE OCCURRENCE
OFFENSES OF THE CITY OF HERMANTOWN CODE OF ORDINANCES AND
TITLE 2
OF THE HERMANTOWN CITY CODE**

Note: All offenses may be subject to \$85.00 in fees.

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
300.01-300.04.4	Ordinance 88-10	Smoking Policy – Prohibiting Smoking Within Public Structures and Vehicles	All Offenses: \$100.00
310.01-310.14	Ordinance 86-02	Use of Public Property – Regulations Governing Excavations and Other Work Performed on City Property	First Offense: \$500.00 Second Offense in any one-year period \$1,000.00
310a.01–310a.12	Ordinance 08-10	Excavating Permits for Private Persons	First Offense: \$500.00 Second Offense in any one-year period: \$1,000.00
330.01-330.10	Ordinance 77-07, 85-02	Parks and Recreation – Rules and Regulations Governing City Owned Property	All Offenses: \$350.00
340.01-340.05	Ordinance 07-01	Public Rights-of-Way Boulevards and Sidewalks	All Offenses: \$300.00
400.01-400.16	Ordinance 96-06 Resolution 2019-10	Tobacco Sales	First offense: \$500.00 but reduced to \$250.00 if training course is completed within 60 days Second offense within thirty-six (36) months of first violation: \$1,000.00 and reduced to \$500.00 if training course is completed within 60 days

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			<p>Third offense within twelve (12) months of second violation: \$1,000.00 and the licensee's license shall be suspended for thirty (30) days</p> <p>Fourth offense within twelve (12) months of third violation: \$1,000.00 and the licensee's license shall be revoked</p>
400.06, 400.07, 400.08 and 400.11	Resolution 2019-10	Tobacco Sales by an Employee of a Tobacco Licensee	Any offense: \$200.00 but reduced to \$100.00 if training course is completed within 60 days
405.07	Ordinance No. 2023-02	Sale of Tetrahydrocannabinol Products	<p>First offense: \$200.00</p> <p>Second offense: \$400.00</p> <p>Third offense: \$800.00</p>
410.01 – 410.16	Ordinance 77-03	Pawnbrokers	All Offenses: \$350.00
420.01 – 420.04	Ordinance 76-04	Christmas Tree Sales	All Offenses: \$50.00
430.01 – 430.12.2.3	Ordinance 85-02	Gambling	All Offenses: \$500.00
440.01 – 440.02		Sale of Toxic Substances (Use and possession for intoxication prohibited)	All Offenses: \$500.00
450.01 – 450.09		Wrecker Services	All Offenses: \$1,000.00
460.01 – 460.09		Peddlers and Solicitors	All Offenses: \$300.00
470.01 – 470.06	Ordinance 99-02	Adult-Oriented Businesses	<p><u>License Holder Penalties:</u> First Offense: \$350.00</p>

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			<p>Second Offense in any 36-month period: \$700.00</p> <p>Third or more Offense in any 36-month period: \$1000.00</p> <p><u>Other Offenses:</u> First Offense: \$350.00</p> <p>Second Offense in any 36-month period: \$700.00</p> <p>Third or more Offense in any 36-month period: \$1,000.00</p>
480.01– 480.16	Ordinance 01-07	Telecommunication Facilities & Antennas	<p>First Offense: \$100.00</p> <p>Second Offense in any 36-month period: \$350.00</p> <p>Third or more Offense in any 36-month period: \$700.00</p>
490.01 - 490.07	Ordinance 03-05	Firecrackers	<p>First Offense: \$350.00</p> <p>Second Offense in any two-year period: \$700.00</p>
500.01 - 580.02	Title 3 Resolution 2019-10	Alcohol Beverages	<p>First offense: \$1,000.00 but reduced to \$500.00 if training course is completed within 60 days</p> <p>Second offense within thirty-six (36) months of first violation: \$2,000.00</p>

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			<p>and reduced to \$1,000.00 if training course is completed within 60 days</p> <p>Third offense within twelve (12) months of second violation: \$2,000.00 and the licensee's license shall be suspended for thirty (30) days</p> <p>Fourth offense within twelve (12) months of third violation: \$2,000.00 and the licensee's license shall be revoked</p>
600.01 - 660.08	Ordinance 76-07 and 76-14	Animals	<p>First Offense: \$100.00</p> <p>Second Offense in any one-year period: \$350.00</p> <p>Third Offense or more in any 24-month period: \$500.00</p>
670.01-670.06	Ordinance 06-05	Animals – Deer Feeding	<p>First Offense: \$50.00</p> <p>Second Offense in any one-year period: \$350.00</p> <p>Third or more Offense in any 36-month period: \$700.00</p>
700.01 – 700.10	Ordinance 86-02	Foot and Bicycle Races	All Offenses: \$100.00
710.01 – 710.03	Ordinance 87-04	Open Burning	<p>All Offenses: \$350.00</p> <p>Second Offense in any one-year period:</p>

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			\$700.00 Third Offense or more in any one-year period: \$1,000.00
720.01 – 720.03	Ordinance 78-03	Requiring Keys to be Removed from Unattended Vehicles	All Offenses: \$50.00
730.01 – 730.06	Ordinance 76-02	Firearms and Other Dangerous Weapons	All Offenses: \$500.00
740.01 – 740.05	Ordinance 97-03	Hunting Deer by Bow and Arrow	All Offenses: \$350.00
750.01 – 750.02	Ordinance 83-06	Theft	All Offenses: \$350.00
760.01 – 760.02		Nuisances – General Provisions	All Offenses: \$350.00, plus Reimbursement to City for Costs
770.01 – 770.08	Ordinance 82-02	Nuisances – Public	All Offenses: \$350.00, plus Reimbursement to City for Costs Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
780.01	Ordinance 88-10	Unlawful Smoking	All Offenses: \$100.00
797.01-797.05	Ordinance _____	Panhandling	All Offenses: \$100.00
798.01-798.02	Ordinance _____	Disorderly Conduct	All Offenses: \$350.00
790.01-790.05	Ordinance 01-08	Minors	All Offenses: \$200.00
795.01-795.03	Ordinance 02-07	Obstruction of/and Fleeing a Public Officer	First Offense: \$350.00 Second Offense or more

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			in any two-year period: \$700.00
796.01-796.06	Ordinance 05-08	Possession of Knives & Paintball Guns on School Property	First Offense: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
800.01 – 800.03	Ordinance 97-06	Unreasonable Acceleration and Exhibition Driving	All Offenses: \$350.00
810.01 – 810.07	Ordinance 90-02	Truck Traffic	All Offenses: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
820.01 – 820.10	Ordinance 77-01	Regulation of Snowmobile Operation	All Violations: \$300.00
830.01 – 830.08 and 830.10-830.15 330.06.6.1	Resolution 2019-10	Parking Parks and Recreation – Parking	Handicapped parking Violation: \$200.00 All Other Parking Offenses: Within 30 Calendar Days of Violation: \$15.00 After 30 Calendar Days of Violation: \$30.00
Hermantown Code Section 830.09	Resolution 2019-10	Winter Parking Rules	Within 30 Calendar Days of Violation: \$35.00

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			After 30 Calendar Days of Violation: \$70.00
900.01 – 900.17	Ordinance 90-05	Solid Waste	All Offenses: \$100.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
910.01 – 910.04	Ordinance 77-04	Wastewater System	All Offenses: \$100.00 Second Offense or more in any one-year period: \$1,000.00
920.01 – 920.09	Ordinance 77-05, 76-09	Public Sewers and Private Disposal Systems	All Offenses: \$100.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1000.00
930.01 – 930.26	Ordinance 76-08	Water	All Offenses: \$100.00 Second Offense or more in any one-year period: \$1,000.00
940.01 – 940.02	Ordinance 76-05	Fire Hydrants, Mains and Valves	All Offenses: \$350.00
950.01-950.06	Ordinance 03-04	Street Light & Traffic Signal Utility	All Offenses: \$100.00 Second Offense or more in any one-year period: \$700.00

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			Third Offense or more in any one-year period: \$1,000.00
960.01-960.07	Ordinance 05-16	Locating Sewer and Water Laterals	All Offenses: \$100.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1000.01 – 1000.04	Ordinance 81-01	Building Code	All Offenses: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1010.01-1010.11		Flood Hazard Prevention	All Offenses: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1020.01 - 1020.16	Ordinance 80-03	Fire Code	First Offense (Except Parking and Building Violations): \$350.00 Second Offense or more in any one-year period (Except parking and Building Violations):

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			\$700.00 All Parking Violations: \$50.00
1030.01 – 1030.06	Ordinance 82-02	Hazardous and Unsafe Structures	All Offenses: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1040.01 – 1040.05	Ordinance 88-03	Address Numbering System	All Offenses: \$100.00
1050.01-1050.05	Ordinance 04-16	Uniform Street Designation System	First Offense: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1060.01-1060.19	Ordinance 17-03	Erosion and Sediment Control for Land Disturbance Activities	First Offense: \$350.00 Second Offense or more in any one-year period: \$700.00 Third Offense or more in any one-year period: \$1,000.00
1070.01-1070.14	Ordinance 07-06	Illicit Discharge and Connection to the Storm Drainage System	First Offense: \$350.00 Second Offense: \$700.00 Third Offense:

CODE SECTION	PRIOR REFERENCE	TITLE OR DESCRIPTION	PENALTY
			\$1,000.00
1080.01-1080.13	Ordinance 17-06	Control of Post-Construction Stormwater Runoff	First Offense: \$350.00 Second Offense: \$700.00 Third Offense: \$1,000.00
	Title 2	Zoning Regulations	First Offense: \$350.00 Second Offense in any One-year period: \$700.00 Third Offense or more in any One-year period: \$1,000.00



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

SUBJECT: SAFER Grant Application via FEMA

RESOLUTION: 2023-33 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a resolution supporting the application for FEMA- SAFER (Staffing for Adequate Fire Emergency Response) monies.

BACKGROUND

For nearly a decade, the Hermantown Volunteer Fire Department has been struggling with the recruitment of enough volunteers to adequately staff the department. For at least the past 7 year, there have been requests to add full time staff to the department. With ever increasing calls for service and ever decreasing volunteers, it has become increasingly evident that we need to change the department structure and staffing levels. Discussions are ongoing for the City to absorb the department. Hiring two full time firefighters will provide much needed staffing, leadership and operational support for the newly formed City department. These positions will increase capabilities for planning, commercial building inspections, leadership and overall emergency response. This grant, if we are successful, will fund two positions for a period of three years. At the end of the three-year period, the intent would be to retain the staff and fund the positions through the General Fund.

SOURCE OF FUNDS (if applicable)

FEMA – SAFER Grant

ATTACHMENTS

Resolution
SAFER grant application and narratives

Resolution No. 2023-33

RESOLUTION APPROVING A GRANT APPLICATION BETWEEN FEMA AND THE CITY OF HERMANTOWN AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER SUCH GRANT APPLICATION ON BEHALF OF THE CITY OF HERMANTOWN

WHEREAS, the City of Hermantown (“City”) desires to improve public safety services to the residents of Hermantown; and

WHEREAS, the Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities.; and

WHEREAS, the goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720); and

WHEREAS, a form of a Grant Application is attached hereto as Exhibit A which outlines the terms and provisions acceptable to FEMA and City for the utilization of such Grant; and

WHEREAS, the City Council has reviewed the Grant Application and believes that it is in the best interests of the City of Hermantown to approve the Grant Application substantially in the form of the one attached hereto and authorize and direct the Mayor and City Clerk to execute and deliver the Grant Application on behalf of the City of Hermantown.

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

1. The Grant Application substantially in the form of the one attached hereto as Exhibit A between the FEMA and the City of Hermantown is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Grant Application substantially in the form attached hereto on behalf of the City.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 20, 2023.

Exhibit A

Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Application ID: EMW-2022-FF-00837

OMB number: 1660-0135, Expiration date: 01/31/2021 [View burden statement](#)

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HERMANTOWN VOLUNTEER FIRE DEPARTMENT

Information current from SAM.gov as of:	03/05/2023
UEI-EFT:	DHNHSFMJA7B7
DUNS (includes DUNS+4):	032098423
Employer Identification Number (EIN):	416166468
Organization legal name:	HERMANTOWN VOLUNTEER FIRE DEPARTMENT
Organization (doing business as) name:	
Mailing address:	5111 MAPLE GROVE ROAD HERMANTOWN, MN 55811-3605
Physical address:	5111 MAPLE GROVE RD HERMANTOWN, MN 55811-3605
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 01/26/2023

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant Name (i.e., fire department or organization name)

Hermantown Volunteer Fire Department

63

Main address of location impacted by this grant

Main address 1

Main address 2

Optional

City

State/territory



Zip code

Zip extension

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Applicant characteristics

The SAFER (Staffing for Adequate Fire and Emergency Response) program intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the restored or enhanced staffing, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. Grant funds are available in two activities: Hiring Firefighters and Recruitment and Retention of Volunteer Firefighters. Please review the Notice of Funding Opportunity for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type



What kind of organization do you represent?



Which activity are you applying for?



Operating budget

What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year, as well as the previous three fiscal years?

Current Fiscal Year (i.e., 2021)

64

2023	
Fiscal Year	Operating budget
2023	\$563,631.00
2022	\$536,795.00
2021	\$521,160.00
2020	\$516,000.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

Operating budget personnel costs

40 %

Does your department have any rainy day reserves, emergency funds, or capital outlay?

- Yes
- No

What is the total amount currently set aside?

\$620,180.20

Describe the planned purpose of this fund.

The purpose of this fund is to address three main financial components/considerations. The first component is to ensure adequate reserves for operating expenses if funding is eliminated, dissipated, or revoked. The second component is utilized as an emergency fund for unexpected catastrophic events such as equipment, apparatus, building or infrastructure failures. The third component is to fund a long-range planning/capital improvement program.

What percentage of the declared operating budget is derived from the following	2023
Taxes	0 %
Bond issues	0 %
EMS billing	0 %
Grants	0 %

What percentage of the declared operating budget is derived from the following	2023
Donations	0 %
Fund drives	0 %
Fee for service	100 %
Other	0 %
Total	100 %

Describe your financial need to include descriptions of the following:

- **Income vs. expense breakdown of the current annual budget**
- **Budget shortfalls and the inability to address financial needs without federal assistance**
- **Actions taken to obtain funding elsewhere (i.e. state assistance programs or other grant programs)**
- **How your critical functions are affected without this funding**

The Hermantown Volunteer Fire Department is a private nonprofit corporation that contracts with the City of Hermantown to provide fire suppression, fire prevention, emergency medical services, and special rescue response. The operating budget for 2023 is \$563,631.00 which is utilized for all expenses related to service including capital expenses/long range planning. The financial revenue that we receive is largely provided by the City of Hermantown.

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

- Yes
- No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

- Yes
- No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2022	2021	2020
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0

Injuries and fatalities	2022	2021	2020
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many frontline vehicles does your organization have in each of the types or classes of vehicle listed below that respond to first alarm assignments in support of NFPA 1710/1720? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Filled riding positions

The number of filled riding positions must be equal or less than the number of frontline apparatus multiplied by the number of available riding positions.

Type or class of vehicles	Number of frontline apparatus	Number of available riding positions	Number of filled riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface	3	0	0
Ambulances for transport and/or emergency response	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more)	1	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint	1	0	0
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine	1	0	0

Type or class of vehicles	Number of frontline apparatus	Number of available riding positions	Number of filled riding positions
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle	4	0	0

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

- Yes
- No

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The city of Hermantown has continued to grow and expand throughout the last 20 years in population, critical infrastructure, residential development, and business growth. Since the 2010 census, the population of the city of Hermantown has increased by 37.2%, and a household increase of 39.8%. Both of these statistics correlate to the increase in residential infrastructure most predominantly within the last five years that includes a four-story

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

City ▼

What type of community does your organization serve?

Suburban ▼

What is the square mileage of your first due response zone/jurisdiction served?

34

What percentage of your primary response area is protected by hydrants?

38

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	30
Commercial and industrial purposes	25
Residential purposes	45
Total	100 %

What is the permanent resident population of your first due response zone/jurisdiction served?

Do you have a seasonal increase in population?

- Yes
- No

Please describe your organization and/or community that you serve.

The Hermantown Volunteer Fire Department is a private nonprofit organization consisting of a total of 25 members, of which six are probationary members, and one auxiliary member. Our members are classified as volunteers and receive small forms of compensation for participation and a retirement plan with the Fire Relief Association. We

Call volume

Please provide the total number of incidents that your department responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your department was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2022	2021	2020
NFIRS Series 100: Fire	25	30	41
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0
NFIRS Series 300: Rescue & Emergency Medical Service Incident	1053	900	878
NFIRS Series 400: Hazardous Condition (No Fire)	25	37	42
NFIRS Series 500: Service Call	11	24	13
NFIRS Series 600: Good Intent Call	61	69	54
NFIRS Series 700: False Alarm & False Call	66	43	44
NFIRS Series 800: Severe Weather & Natural Disaster	0	0	0
NFIRS Series 900: Special Incident Type	0	0	2
Total	1241	1103	1074

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-123)?	17	17	17
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?	6	7	11
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)?	2	5	6

How many responses per year per category?	2022	2021	2020
Total	25	29	34

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2022	2021	2020
What is the total acreage of all vegetation fires?	<input type="text" value="5"/>	<input type="text" value="3"/>	<input type="text" value="7"/>

Rescue and emergency medical service incidents

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?	<input type="text" value="43"/>	<input type="text" value="45"/>	<input type="text" value="33"/>
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="1"/>
How many EMS-BLS Response Calls?	<input type="text" value="1008"/>	<input type="text" value="851"/>	<input type="text" value="842"/>
How many EMS-ALS Response Calls?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How many EMS-BLS Scheduled Transports?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How many EMS-ALS Scheduled Transports?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How many Community Paramedic Response Calls?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Total	1052	896	876

Mutual and automatic aid

71

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
How many times did your organization receive Mutual Aid?	<input type="text" value="7"/>	<input type="text" value="6"/>	<input type="text" value="11"/>
How many times did your organization receive Automatic Aid?	<input type="text" value="2"/>	<input type="text" value="6"/>	<input type="text" value="3"/>
How many times did your organization provide Mutual Aid?	<input type="text" value="33"/>	<input type="text" value="21"/>	<input type="text" value="17"/>
How many times did your organization provide Automatic Aid?	<input type="text" value="5"/>	<input type="text" value="4"/>	<input type="text" value="9"/>
Of the Mutual and Automatic Aid responses, how many were structure fires?	<input type="text" value="7"/>	<input type="text" value="10"/>	<input type="text" value="12"/>
Total	54	47	52

Grant request details



Instructions

Add the positions you are requesting by using the Add position to Hiring of Firefighters button below. Select the type of position(s) being requested: only one type of position (New/Additional, Re-Hire Laid-Off, or Retain Firefighter(s)) can be requested per line item. If you are seeking funding for more than one type of position, you MUST enter each one separately. You can have multiple line items for each position type, and this should be used when the salary and benefits are different for each position/activity being requested.

Grand total: \$911,823.37

Program area: Hiring of firefighters

▼

Activity: Hiring of Firefighters

✘ [Delete this activity](#)

\$911,823.37



Hiring of Firefighters activity questions

Staffing levels

SAFER intends to restore or improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in restoring or improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

NFPA standard	Department characteristics	Demographic	Assembly staffing	Response time	Frequency of time
1710	Career	With aerial	17	8 min	90%
1710	Career	Without aerial	16	8 min	90%
1720 - Urban	Urban combo/volunteer	> 1,000 pop/square mile	15	9 min	90%
1720 - Suburban	Suburban combo/volunteer	500 - 1,000 pop/square mile	10	10 min	80%
1720 - Rural	Rural combo/volunteer	< 500 pop/square mile	6	14 min	80%
1720 - Remote	Remote combo/volunteer	Travel > 8 mi	4	N/A	90%

Select the item that best describes the NFPA standard your department is attempting to meet:

1720 - suburban
▼

What is the department's current (at the start of the application period) budgeted operational staffing level? Include all budgeted positions, even if they are not currently filled.

Current budgeted operational staffing level

0

How many budgeted, but vacant operational 73

positions does your department have at the start of the application period?

Please enter information about your organization's staffing levels in the table [below](#) .

Staffing levels	Total number of operational career personnel	Number of operational career officers	Number of NFPA support
Staffing levels at the start of the application period	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Staffing levels at one year prior to the start of the application period	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Staffing levels at two years prior to the start of the application period	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
If awarded this grant, what will the staffing levels be in your department?	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>

Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted shift hours per week/pay period. If the contracted shift hours included FLSA overtime or Kelly Days, please be sure to include details.

The Hermantown Volunteer Fire Department has operated as a volunteer fire department from its inception and continues to operate with that model. Twenty-four hours a day, firefighters respond from their homes, places of business or other locations. Some are equipped to respond directly to the scene of medical

Does your department utilize part-time or reserve paid firefighters?

- Yes
- No

Hiring of firefighters

Please provide the following additional information regarding your fire department.

Based on current staffing levels:

If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.

How often does your department meet the NFPA assembly requirements as indicated in the table above for the department's first due response zone/jurisdiction served?

- Never (0%)
- Rarely (1 to 19%)
- Sometimes (20 to 39%)
- Half of the time (40 to 59%)
- Often (60 to 79%)
- Most of the time (80 to 99%)
- Always (100%)

What is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the Department call volume section of your application?

Do you provide NFPA 1582 annual medical/physical exams?

- Yes
- No
- No, but we provide other types of physicals

If awarded the number of positions requested in this application:

How often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above?

- Never (0%)
- Rarely (1 to 19%)
- Sometimes (20 to 39%)
- Half of the time (40 to 59%)
- Often (60 to 79%)
- Most of the time (80 to 99%)
- Always (100%)

What will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the [Department call volume](#) section of your application?

Will you provide the new hires with NFPA 1582 entry-level physicals?

- Yes
- No
- No, but we will provide other types of physicals

Will the personnel hired meet the minimum EMS training and certification as required by your Authority Having ⁷⁵Jurisdiction (AHJ)?

- Yes
- No
- N/A - do not provide EMS

Is it your department's intent to sustain the awarded positions after the completion of the period of performance?

- Yes
- No

Please provide a brief description on how the positions will be sustained.

Currently, the HVFD operates as a non-profit that receives funding through an annual fee for service process and has extremely limited administrative resources. Discussions are underway to transfer the HVFD to the City of Hermantown, enabling the department to access wider organizational resources.

Describe the department's step-by-step hiring process (application period, written test, physical, approval) and the timeline for each step.

The process for hiring the two full-time staff members will consist of the following steps:

1. Job description creation and approval
2. Job announcement

How many recruits can be trained in one academy class?

4

How long after award will the department be able to start a recruit class?

After the final offer is made, it is anticipated candidates will start active service within 30 days, of the hiring process which is anticipated to be approximately 60 days after receipt of the award.

How often are your recruit classes held?

Classes for firefighter certification are taken when new volunteers are accepted to the HVFD on an as needed basis. All personnel selected for the full-time positions will have current, relevant firefighting certifications for the position. Minimum certifications for each position will be Firefighter II, Hazardous Materials Operations.

Does the department need governing body approval to accept and implement the award?

- Yes
- No

Provide details on the timeline needed to accept the grant award.

The timeline to accept the grant will likely depend on the timing of the Hermantown City Council Meetings, which occur on the first and third Mondays of each month. However, depending on the immediate need, the City Council can call a special meeting to expedite acceptance. The longest period for acceptance is anticipated.

Is your request for hiring firefighters based on a risk analysis, staffing needs analysis, or an Insurance Services Office (ISO) rating?

Yes

No

Describe how the analysis was conducted and the outcome of the analysis or ISO rating.

The largest driver in defining the need for full-time personnel is the increasing unavailability of volunteer personnel to respond to calls for service on an immediate basis, especially during weekdays. While doing a great job of attracting new employers to the City of Hermantown, the City is primarily a bedroom

Does your department currently have a policy in place to recruit and hire veterans?

Yes

No

Narrative statements

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award.

Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. Provide only the information being requested for each element; if you provided information pertaining to the narrative elements elsewhere in the application you must still include it below. Failure to provide the information being requested may result in a lower score or the application not being funded.

Project descriptions

Why does the department need the positions requested in this application?

The main purpose is to provide for consistent weekday staffing, ensuring rapid more comprehensive and effective response to emergencies in the community. response to emergency incidents, especially structure fires. With the current service model, staffing can vary significantly during the day with the very high

How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?

The two requested positions will provide staffing at the main fire station during weekdays, generally working a 40-hour week during the hours of 0800 - 1630. All fire stations are currently unstaffed during most times. These positions will provide immediate response to emergency calls, reducing turnout time significantly and

What specific services will the requested positions provide to the fire department and community?

The positions will staff the main fire station during the weekday and be immediately available for response to calls for service. The two positions will provide immediate response to emergencies occurring with the community. In addition to the primary duty of emergency response, the two positions will support the volunteer/aid on

Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

Funds awarded through this grant would significantly enhance the department's ability to protect critical infrastructure within the primary response area. The addition of two full-time firefighters would improve the department's response time, increase the capacity to address emergencies immediately during characteristically

Impact on daily operations

Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.

Without the two positions requested in the application, the community and the current firefighters employed by the department are at risk in several ways. The absence of firefighters regularly staffing a fire station, will continue to contribute lengthy response times in emergency situations. Delayed or even no

How will that risk be reduced if awarded?

If the department is awarded the requested positions, risk will be reduced in many ways. With weekday staffing levels consistent, increased compliance with NFPA 1720 and 1500 standards, reduced response times, increase operational effectiveness, reduce customer loss and increased firefighter safety will all

Cost benefit

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

If awarded the positions requested in this application, the department and community would realize significant benefits, including anticipated savings and efficiencies. These benefits can be quantified in various ways, including reduced response times, improved emergency response capabilities, and increased cost

Additional information

If you have any additional information you would like to include about the department and/or this application in general, please provide below. *Optional*

[Empty text box for additional information]

[+ Add a position](#)

Position

▼

Position: New, Additional Firefighter(s) \$448,104.67

[✕ Delete this position](#)

Position

New, Additional Firefighter(s) 78 ▼

What benefits are included in the annual benefits amount? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may results in reductions to the requested amounts.

Benefits funded

workers Compensation = \$2,469.42
 Dental = \$787.32
 Year 2 = +10% of Year 1 Total
 Year 3 = +10% of Year 2 Total

How many full-time firefighter positions are you requesting? "Full-time" is considered 2,080 hours or more worked per year.

Number of firefighters

1

What are the anticipated annual costs per position, per year? Annual costs include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire department. To get the "average" health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

Year	Annual Salary	Annual Benefits	Total per firefighter
1	\$87,484.80	\$53,685.17	\$141,169.97
2	\$90,109.34	\$59,053.69	\$149,163.03
3	\$92,812.62	\$64,959.05	\$157,771.67
3 YEAR TOTAL	\$448,104.67		



Position: New, Additional Firefighter(s) \$463,718.70

✘ [Delete this position](#)

New, Additional Firefighter(s) ▼

What benefits are included in the annual benefits amount? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may results in reductions to the requested amounts.

Benefits funded

Workers Compensation = \$2,022.17
 Dental = \$787.32
 Year 2 = +10% of Year 1 Total
 Year 3 = +10% of Year 2 Total

How many full-time firefighter positions are you requesting? "Full-time" is considered 2,080 hours or more worked per year.


Number of firefighters

1

What are the anticipated annual costs per position, per year? Annual costs include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire department. To get the "average" health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

Year	Annual Salary	Annual Benefits	Total per firefighter
1	\$91,520.00	\$54,634.30	\$146,154.30
2	\$94,265.60	\$60,097.73	\$154,363.33
3	\$97,093.57	\$66,107.50	\$163,201.07
3 YEAR TOTAL	\$463,718.70		

Grant request summary

Is your proposed project limited to one or more of the [following activities](#)  : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.


- Yes
 No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

EHP screening form attachment (optional)

Maximum File Size:
25MB

Accepted File Types:
.pdf, .doc, .docx, .xls, .xlsx, .jpg

 Upload from your computer

Filename	Date uploaded	Description

Budget summary

Budget summary

Object class categories	Year 1	Year 2	Year 3	Total
Personnel	\$179,004.80	\$184,374.94	\$189,906.19	\$553,285.93
Fringe benefits	\$108,319.47	\$119,151.42	\$131,066.55	\$358,537.44
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total direct charges	\$287,324.27	\$303,526.36	\$320,972.74	\$911,823.37
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00

Object class categories	Year 1	Year 2	Year 3	Total
TOTAL	\$287,324.27	\$303,526.36	\$320,972.74	\$911,823.37
Non-federal resources				
Applicant				\$0.00
State				\$0.00
Other sources				\$0.00
Remarks				
Total Federal and Non-federal resources				
Federal resources	\$287,324.27	\$303,526.36	\$320,972.74	\$911,823.37
Non-federal resources	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$287,324.27	\$303,526.36	\$320,972.74	\$911,823.37
Program income				\$0

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- Yes
 No

Application participants

Please add all individuals or organizations who assisted with the application.

Include all individuals or organizations who assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application or not.

<p>Corey J Larson</p> <p>coreylarson@northernemss.org</p>	<p>Primary phone 2184281014 Mobile</p> <p>Fax</p>	<p>Mailing address 5343 Splitrail Drive Hermantown MN 55811</p>	<p>Edit</p> <p>Delete</p>
<p>Charles Smith</p> <p>triadparadigm@gmail.com</p>	<p>Primary phone 7633343034 Mobile</p> <p>Fax</p>	<p>Mailing address 200 124th Lane NW Coon Rapids MN 55448</p>	<p>Edit</p> <p>Delete</p>

Add a participant

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

<p>Mike Marshall Fire Chief</p> <p>mmarshall@hermantownmn.org</p>	<p>Primary phone 2187293661 Work</p> <p>Fax</p>	<p>Additional phones 2185908891 Mobile</p>	<p>Edit</p>
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Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL

Review application

Submit for signature

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.



This application is ready to submit for signature

Submit this application for final signature to complete the application submission process.

- SAM.gov profile [View/edit](#)
- Applicant information [View/edit](#)
- Applicant characteristics [View/edit](#)
- Operating budget [View/edit](#)
- Community description [View/edit](#)
- Applicant and community trends [View/edit](#)
- Call volume [View/edit](#)
- Grant request details [View/edit](#)
- Grant request summary [View/edit](#)
- Budget summary [View/edit](#)
- Assurances and certifications [View/edit](#)
- Contact information [View/edit](#)

Describe your financial need to include descriptions of the following:

- **Income vs. expense breakdown of the current annual budget**
- **Budget shortfalls and the inability to address financial needs without federal assistance**
- **Actions taken to obtain funding elsewhere (i.e. state assistance programs or other grant programs)**
- **How your critical functions are affected without this funding**

The Hermantown Volunteer Fire Department is a private nonprofit corporation that contracts with the City of Hermantown to provide fire suppression, fire prevention, emergency medical services, and special rescue response. The operating budget for 2023 is \$563,631.00 which is utilized for all expenses related to service including capital expenses/long range planning. The revenue received is largely provided by the City of Hermantown and the agreed upon contract for service, while other financial shortcomings are sought out by grant funding and fundraising. We have been successful and fortunate that contract negotiations over the last several years has seen a small increase, but this increase has not correlated with actual operating costs, inflation, and the ability to be competitive regarding incentives and benefits to our members.

The significant budget constraint of our organization is that we are separate from the City of Hermantown. We also do not qualify for government aid or funding such as local government aid, CARES funding, or ARPA funds that are directly given to the city. Our financial need is for grant funding to hire two full time firefighters which will staff the main Fire Station during the weekdays, which historically has the least amount of personnel available for emergency response. This funding will allow the City of Hermantown to phase in annual expenditures for the grant funded positions so that at the conclusion of the grant performance period, permanent funding for the two positions will be established. Without this funding, the critical staffing issues the HVFD is facing will continue for years and likely worsen as time goes on. This fact will continue to subject the firefighters and the community to ever increasing levels of risk and inadequate or absent emergency response capability.

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The city of Hermantown has continued to grow and expand throughout the last 20 years in population, critical infrastructure, residential development, and business growth. Since the 2010 census, the population of the city of Hermantown has increased by 37.2%, and a household increase of 39.8%. Both of these statistics correlate to the increase in residential infrastructure most predominantly within the last five years that includes a four-story apartment complex consisting of 147 units with three similar apartment complexes to be completed within the next three to five years, multiple townhome developments, a three-story assisted living facility consisting of 105 units, and several single-family neighborhoods and cul-de-sacs. This increase in population and correlated residential infrastructure has directly coincided with our call volume increases. Since 2011, our call volume has increased by 72% and this statistic continues to trend upwards. The other associated new risk is the rapid growth of business development. Over the last five years the city of Hermantown has welcomed Fleet Farm, a five-story hotel, a new business marketplace, and several restaurants and cafes. Lastly, we are heavily relied upon by our neighboring departments for both mutual aid and automatic aid, this reliance is forecasted to continue to increase based upon call volume and neighboring department roster size.

The Hermantown Volunteer Fire Department is a private nonprofit organization consisting of a total of 25 members, of which six are probationary members, and one auxiliary member. Our members are classified as volunteers and receive small forms of compensation for participation and a retirement plan with the Fire Relief Association. We operate out of three stations which are strategically located within the City of Hermantown which allows for proper resource allocation and optimal response times for our coverage area of 34.4 square miles. In the year 2022, we responded to 1,241 calls for service, which has continued a trend of an increase of 12 to 15% call volume annually over the last ten years. We contract with the city of Hermantown to provide fire suppression, fire prevention, fire education, emergency medical response, and special rescue operations for an agreed upon fee which is \$563,631.00 for the fiscal year 2023. The city of Hermantown has seen rapid growth and development over the last 20 years. Influxes to population, infrastructure, businesses, educational institutions, and healthcare facilities has drastically changed the City of Hermantown from a small-town suburb to a growing epicenter for the region. The latest census population is over 10,000 residents, which has seen a continuous growth over the last 20 years and with future models showing a consistent positive increase. The city of Hermantown provides and maintains critical infrastructure for the region that consists of a U.S. highway that connects the City of Duluth with the Iron Range, two state highways, a federal prison camp, multiple health clinics, multiple assisted/nursing facilities, a large school district, and a growing business center of essential goods. The City of Hermantown is growing in multiple different avenues, and we the Hermantown Volunteer Fire Department is doing everything we can to provide emergency response and prevention to our city.

Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted shift hours per week/pay period. If the contracted shift hours included FLSA overtime or Kelly Days, please be sure to include details.

The Hermantown Volunteer Fire Department has operated as a volunteer fire department from its inception and continues to operate with that model. Twenty-four hours a day, firefighters respond from their homes, places of business or other locations. Some are equipped to respond directly to the scene of medical emergencies including portable radios, EMS jump bags and PPE and others respond to the fire station to respond on fire apparatus. Operational supervision is accomplished by Chief Officers, Company Officers or senior firefighters on scene who are also all volunteer.

Please provide a brief description on how the positions will be sustained. (after end of performance period)

Currently, the HVFD operates as a non-profit that receives funding through an annual fee for service process and has extremely limited administrative resources. Discussions are underway to transfer the HVFD to the City of Hermantown, enabling the department to access wider organizational resources such as finance, human resources and leadership.

During the performance period, it is the City of Hermantown's intent to incrementally increase operational expenditures through the annual budgeting with the end goal of establishing permanent funding for the full-time positions at the conclusion of the performance period.

Describe the department's step-by-step hiring process (application period, written test, physical, approval) and the timeline for each step.

The process for hiring the two full-time staff members will consist of the following steps:

1. Job description creation and approval
2. Job announcement
3. Application period
4. Application review and assessment
5. Panel interview(s)
6. Conditional offer
7. Physical assessments
8. Final offer
9. Start date

How many recruits can be trained in one academy class?

Candidates for the full-time positions will be required to have several certifications (based on specific job description) and specified number of years of experience in the Fire Service to be competitive in the hiring process. Once hired, the candidates will go through a departmental familiarization process as well as a probationary period. It is anticipated an academy class will not be required.

How long after award will the department be able to start a recruit class?

After the final offer is made, it is anticipated candidates will start active service within 30 days, of the hiring process which is anticipated to be approximately 60 days after receipt of the award.

How often are your recruit classes held?

Classes for firefighter certification are taken when new volunteers are accepted to the HVFD on an as needed basis. All personnel selected for the full-time positions will have current, relevant firefighting certifications for the position. Minimum certifications for each position will be Firefighter II, Hazardous Materials Operations and Emergency Medical Technician.

Provide details on the timeline needed to accept the grant award.

The timeline to accept the grant will likely depend on the timing of the Hermantown City Council Meetings, which occur on the first and third Mondays of each month. However, depending on the immediate need, the City Council can call a special meeting to expedite acceptance. The longest period for acceptance is anticipated to be 14 days.

Describe how the analysis was conducted and the outcome of the analysis or ISO rating.

The largest driver in deifying the need for full-time personnel is the increasing unavailability of volunteer personnel to respond to calls for service on an immediate basis, especially during weekdays. While doing a great job of attracting new employers to the City of Hermantown, the City is primarily a bedroom community and is one of the only growing cities in northern Minnesota. Over the years, the HVFD has struggled not only to recruit to keep the total force, but even more, has lost several former day time responders. The consequences of these factors coming together is not only response to calls for service with insufficient personnel, but even more critical, no response from any responders. Analysis of the last three years reveals there were 16 calls with no response and 24 with no response from HVFD but mutual aid from neighboring FDs. **(Limited to 1000 words)**

Why does the department need the positions requested in this application?

The main purpose is to provide for consistent weekday staffing, ensuring rapid more comprehensive and effective response to emergencies in the community. response to emergency incidents, especially structure fires. With the current service model, staffing can vary significantly during the day with the very high possibility of no personnel responding to critical incidents during the weekend. As calls for service consistently increase, lack of a weekday response is becoming more of a significant risk to the community.

Full-time staffing will bring the HVFD more expeditiously in compliance with the 2-in-2-out provisions set forth in the OSHA respiratory standard as well as the response and staffing requirements set forth in NFPA 1720.

In addition to the primary purpose of emergency response, the two positions would have additional administrative duties such as fire prevention inspections, training, leadership, equipment inspections, public relations, community events, subject matter experts for City Staff, station maintenance, emergency management assistance, liaison to other City Departments as other duties as assigned/needed.

How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?

The two requested positions will provide staffing at the main fire station during weekdays, generally working a 40-hour week during the hours of 0800 - 1630. All fire stations are currently unstaffed during most times. These positions will provide immediate response to emergency calls, reducing turnout time significantly and decreasing overall response time. These will be the first full-time positions for the HFD.

What specific services will the requested positions provide to the fire department and community?

The positions will staff the main fire station during the weekday and be immediately available for response to calls for service. The two positions will provide immediate response to emergencies occurring with the community. In addition to the primary duty of emergency response, the two positions will support the volunteer/paid on call program by conducting numerous administrative tasks including leadership, budget management, training, scheduling, record keeping, fire prevention inspections, public relations events/tasks, emergency management support, equipment maintenance, station maintenance, respiratory protection program activities and other duties as assigned.

Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

Funds awarded through this grant would significantly enhance the department's ability to protect critical infrastructure within the primary response area. The addition of two full-time firefighters would improve the department's response time, increase the capacity to address emergencies immediately during characteristically low staffing periods, and provide a more robust and consistent level of service to the community. This would allow for faster response times in emergency situations, including fires, hazardous material incidents, and other types of emergencies. In turn, this would help to mitigate potential damage to critical infrastructure and reduce the risk of harm to the public.

Impact on daily operations

Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.

Without the two positions requested in the application, the community and the current firefighters employed by the department are at risk in several ways.

The absence of firefighters regularly staffing a fire station, will continue to contribute lengthy response times in emergency situations. Delayed or even no response can lead to significantly greater damage and loss of life. Without full-time firefighters, personnel will continue to be depended on during times when they may not be able to respond, taking longer to arrive on the scene of an emergency.

Without fire stations staffed consistently with full-time personnel, insufficient staffing may lead to firefighter injuries or even fatalities due to quickly expanding incidents and greater risk upon arrival due to long response times. Without these positions, significant risk to firefighters and the community will continue to increase exponentially. In addition, without receipt of this grant, insufficient staffing levels will continue to increase stress and burnout among firefighters

Overall, the lack of requested positions can put both the community and current firefighters at risk by increasing response times, increasing the risk of injuries and fatalities, and leading to burnout among personnel.

How will that risk be reduced if awarded?

If the department is awarded the requested positions, risk will be reduced in many ways. With weekday staffing levels consistent, increased compliance with NFPA 1720 and 1500 standards, reduced response times, increase operational effectiveness, reduce customer loss and increased firefighter safety will all significantly reduce risk.

Increased weekday staffing levels will lead to faster response times during emergency response, reducing the risk of loss of life and property. With a consistent number of firefighters available to respond during the weekday, the HFD will ensure that there is an adequate number of personnel on hand to handle emergencies, especially during structural fire attack.

Increased compliance with NFPA 1720 and 1500 standards will ensure that the department is better staffed to effectively handle emergencies that occur during historically difficult staffing times. Increased compliance with these standards will ensure the HFD is able to provide an effective level of service, increasing the safety of both firefighters and the community.

Compliance with 2-in-2-out requirements set forth in the OSHA Respiratory Standard will increase the level of safety during initial interior fire suppression operations. This will aid in reducing the risk of firefighter injuries and fatalities during fireground operations.

Reduced response times will reduce the risk of injuries and fatalities among firefighters by arriving on scene quickly and efficiently, allowing for quick mitigation of incidents in the beginning stages. This reduction in response times will also contribute to a reduction to the risk of property damage and injury/death to civilians as well as a reduction in the amount of departmental and mutual aid resources required for operations.

Increasing staffing levels, complying with NFPA standards, compliance 2-in-2-out procedures, and reducing response times can help reduce risks for both the community and the current firefighters of the HFD.

If you have any additional information you would like to include about the department and/or this application in general, please provide below. Optional

What benefits are included in the annual benefits amount? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may result in reductions to the requested amounts.

Year 1

Health Insurance/VERA = \$31,411.97

PERA Retirement = \$15,484.81

Medicare = \$1,268.53

MSRS, = \$1,560.00

Life Insurance = \$258.12

Disability Insurance = \$445.00

Workers Compensation = \$2,469.42

Dental = \$787.32

Year 2 = +10% of Year 1 Total

Year 3 = +10% of Year 2 Total

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

If awarded the positions requested in this application, the department and community would realize significant benefits, including anticipated savings and efficiencies. These benefits can be quantified in various ways, including reduced response times, improved emergency response capabilities, and increased cost savings.

The addition of the requested positions would allow the department to have full-time staffing during the weekday, which would result in faster response times to emergency incidents. Full-time staffing will lead to a reduction in property damage and potential loss of life, resulting in cost savings for the community and insurance providers.

Full-time firefighters added to the HVFD could bring a more comprehensive set of skills and knowledge by building experience on a daily basis. This will result in improved emergency response capabilities and more effective incident management, resulting in fewer errors and increased safety for both the community and HVFD personnel.

Finally, the addition of the requested positions would provide cost savings in the long term. This includes somewhat intangible, yet measurable metrics such as decreased employee burnout, and improved retention rates, leading to less frequent and less costly recruitment and training efforts.



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: RFP – Easement Acquisition Services

RESOLUTION: 2023-34 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve the Request for Proposals for Acquisitions Services

BACKGROUND

As part of the Community Recreation Initiative, the City intends to complete a majority of the Hermantown Connector Trail. It will be necessary to acquire easements for this trail from a number of landowners. We also anticipate that the City may need to acquire easements for various other road and/or other projects within the next couple of years. This process is time consuming, and we want to expedite this process with dedicated professionals who specialize in this area of work.

Following the receipt and review of the proposals, staff would make a recommendation for the City Council to consider.

SOURCE OF FUNDS (if applicable)

412-419100-319

ATTACHMENTS

Resolution
RFP for Acquisition Services

Resolution No. 2023-34

**RESOLUTION APPROVING REQUESTS FOR PROPOSALS (“RFP”)
FOR EASEMENT RIGHT OF WAY (ROW) ACQUISITION SERVICES
FOR THE CITY OF HERMANTOWN**

WHEREAS, the City Engineer and City Administrator have prepared the Request for Proposals (“RFP”) attached hereto as Exhibit A seeking qualified firms specializing in right of way and easement acquisitions services for the City of Hermantown for Hermantown Connector Trail and other various projects; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City of Hermantown to approve the RFP as proposed.

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

1. The RFP substantially in the form of the one attached hereto is hereby approved.
2. The City Administrator is hereby authorized and directed to take the necessary steps to solicit proposals with respect to the RFP.

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 on March 20, 2023.

EXHIBIT A



5105 Maple Grove Road Hermantown, Minnesota 55811

Phone: 218-729-3600 / Fax: 218-729-3620

REQUEST FOR PROPOSAL

EASEMENT AND RIGHT OF WAY (ROW)

ACQUISITION SERVICES

FOR THE

HERMANTOWN CONNECTOR TRAIL SYSTEM

CITY OF HERMANTOWN, MN

March XX, 2023

Proposals Due: April XX, 2023 by 10:00 am CST

PROJECT OVERVIEW

The City of Hermantown is interested in obtaining proposals from qualified firms specializing in right-of-way (ROW) and easement acquisitions. Scope shall also include title and appraisal services for construction of the trail system and future public infrastructure projects. The City of Hermantown has identified approximately 55 parcels along the preliminary alignment that will require either temporary or permanent easements.

The City of Hermantown residents recently approved a sales tax increase to be used on trails within the community. City staff had previously determined five (5) segments of trail that would greatly benefit the community. The new trails will be used to connect existing trails and parks. It is estimated that the trail segments will pass through approximately 55 private parcels in the city. See exhibit C for locations and alignments.

For each parcel the consultant will be responsible for the agreement between the private owner and city of Hermantown, legal description of the parcel, and an exhibit showing boundary survey for each parcel. The survey exhibit shall show existing boundary along with proposed easements and ROW. The consultant will also be responsible for obtaining signatures from each private entity.

The City is committed to providing the following:

1. Existing Maps of Easements and ROW
2. Trail Alignment Coordination
3. Recording of Easements/ROW and Fees
4. Topographic survey if deemed necessary.
5. Wetland work if deemed necessary.
6. Assistance in obtaining other related information in City files pertaining to the project if needed.

PROJECT SCOPE

The Consulting Engineering Services include the following:

1. Initial Site Visit and Consultations
 - a. The Consultant shall meet with City of Hermantown representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, and gather data from the City engineering files. Additional consultations shall, where necessary, clarify the technical requirements and objectives of the contract and may be in the form of letters and/or telephone conversations.
 - b. The Consultant shall provide documentation of meetings and data provided.
 - c. The Consultant shall ascertain the applicability of information provided, review data for completeness, and notify the City of any additional data required. It shall be the responsibility of the Consultant to determine, by site inspection procedures, the reliability of all the drawings and information which they choose as reference.

2. Determine record owners of affected properties.
The Consultant shall work closely with city staff when reviewing the alignment of each segment of trail. The alignment will provide the final locations of each individual easement or ROW required along the segment.
3. Determine best approach to each parcel.
The Consultant shall provide recommendations to city staff on the strategy to use in obtaining access to each parcel. Easements, fee ownership, ROW, etc. may all be appropriate.
4. Timeline preparation
The Consultant shall prepare a timeline for the acquisition of easements, ROW, etc. This timeline should include but not be limited to required City Council actions or legally mandated land acquisition requirements.
5. Arrange for Appraisals
The Consultant shall arrange/coordinate all appraisals and notify the property owners of such appraisals. The consultant will be required to review the appraisal and provide recommendations to city staff.
6. Prepare Council Resolutions
The Consultant shall prepare all City Council resolutions regarding the acquisition process including preliminary notices, offers to acquire, acceptance of conveyance of documents, etc.
7. Negotiate Acquisitions
The Consultant shall be responsible negotiating each acquisition.
8. Paperwork and Closing
The Consultant shall prepare all necessary paperwork for real estate transactions, assist with real estate closings, and prepare permanent paper and electronic filing documents of each acquisition.

PROPOSAL CONTENTS

Your submission must include the following:

1. Title Page - Show the proposal subject, the name of the proposer's firm, address, name of the primary contact person, telephone number, e-mail address and the date.
2. A restatement of the goals, objectives, and project tasks to demonstrate Consultants understanding of project.

3. Identification and Qualification of Firm and Assigned Personnel
Identify personnel to conduct the project and detail their training and work experience.
 - a. Firm – Provide a firm overview and relevant experience
 - b. Project Manager - The name of the person who will be responsible for the management and administration of engineering services with the City together with a resume describing that person's experience and qualifications.
4. A detailed work plan identifying the work tasks associated with acquisition of easements and ROW. The work plan shall also identify the deliverables at key milestones in the Project as well as any other services to be provided by the City. The City staff intends to be actively involved with the Project, and a minimum of four (4) status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.
5. A listing of names, addresses and telephone numbers of at least three (3) references for whom the respondent has performed similar easement and ROW acquisition.
6. Provide, in separate document, the cost proposal, clearly marked identified by the file name' along with the responder's official business name and address. Terms of the proposal as stated must be valid for the project length of time. The responder shall include a) a Not to Exceed cost based on 55 parcels, as well as b) a cost plus for each additional parcel. The following information shall also be included:
 - A breakdown of the hours by task for each employee
 - Identification of anticipated direct expenses
 - Identification of any assumption made while developing this cost proposal
 - Identification of any cost information related to additional services or tasks
 - Include this in the cost proposal, but identify it as additional costs and do not make it part of the total project cost
 - Responder must have the cost proposal signed in ink by an authorized member of the firm. The responder must not include any cost information within the body of the RFP technical proposal response.
7. Prior to entering into an agreement with the city, the Consultant shall furnish proof that it has met all legal requirements for transacting business in the State of Minnesota.
8. Disclosures and Assurances
 - a. Applicant Authority – Assurance that the signatory making representations in the proposal on behalf of the proposer has the authority to do so.
 - b. Insurance Coverage – Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.
 - c. Insurance requirements or Errors and Omissions: (as included per attached) See **Exhibit B**.

QUALIFICATIONS OF PROPOSER

Consultant must be a firm whose experience and qualifications, as presented in a proposal submitted in response to this Request for Proposal (RFP), establish it, in the opinion of the City of Hermantown, as being capable of providing the best services to the City based on the selection criteria and its ranking in the evaluation process. At a minimum, the Proposer must provide evidence of providing successful real estate acquisitions services in previous, similar projects. Qualifications required for this project include:

1. Acquisition services for local government utility and trail projects
2. State or local governmental project experience
3. Key personnel, experience and qualifications, and ability to meet schedules
4. Capability and experience working with land owners both for vacant and improved land.
5. Competitive cost and fees.
6. Capability to coordinate its work with city staff and consultants, previous experience, and understanding of public projects.

FEES AND EXPENSES REIMBURSEMENT

The proposal shall state, not to exceed, the fee based on the total estimated hourly rates included in the proposal. Include any subconsultant costs. Also to be included is an itemized breakdown of specific tasks for all services proposed by the Consultant in response to the City's Request for Proposal. The proposal should also include a schedule of hourly billing rates for each employee who may be involved in the project. Include rates of miscellaneous charges, such as copies and mileage.

SELECTION

The City has a review committee comprised of staff members and the City Engineer. The intent of the selection process is to review the proposals and make an award based upon the qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which the proposals will be judged are as follows:

• Qualifications	30%
• Proposal Submittal	10%
• Acquisition Process	20%
• Experience with Similar Projects	10%
• <u>Project Cost</u>	<u>20%</u>

Proposals will be evaluated on the "Best Value" basis with 80% qualifications and 20% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded. The City of Hermantown anticipates that the evaluation and selection will be made by **Friday, April XX, 2023**.

The City reserves the right to reject proposals, in whole or in part, that do not comply with the provisions of this RFP. The Proposer must also provide a completed Tennessee warning in the form attached hereto as **Exhibit A**, along with its proposal.

PROJECT COMPLETION DATES

- | | |
|------------------|---|
| • March XX, 2023 | City Solicits Engineering Services |
| • April XX, 2023 | Proposals Due 10:00 am CST |
| • April XX, 2023 | Selection Complete |
| • April XX, 2023 | City Council Awards Contract to Consultant |
| • May 2023 | Contract prepared, signed, and Notice to Proceed |
| • August 2023 | Complete Data Collection and Provide Progress Narrative |
| • December 2023 | All easement and ROW acquisition complete. |

PROPOSAL SUBMITTAL

Proposers are required to e-mail a copy of the proposal and submit one (1) bound copy to the City Administrator at jmulder@hermantownmn.com on or before **Thursday, April XX, 2023 by 10:00am CST**. Proposals received after the deadline will not be considered. An official authorized to bind the Proposer must sign the proposal. By submitting a proposal, the Proposer agrees and accepts the terms and conditions of this RFP.

Proposals are to be sent to:
John Mulder, City Administrator
jmulder@hermantownmn.com
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

RFP Questions
David Bolf, P.E. – City Engineer
david@nce-duluth.com
Northland Consulting Engineers, LLP
102 South 21st Avenue West, Suite 1
Duluth, MN 55806

INSTRUCTIONS TO PROPOSERS

Any questions on the RFP must be submitted to David Bolf by email (david@nce-duluth.com) and must be received no later than **3:00 p.m. on Thursday, March XX, 2023**. An email response will be provided to all proposers to whom the City sent a copy of this RFP and other proposers who have contacted the City by that date, by noon on **Monday, March XX, 2023**.

The proposal shall be limited to a **maximum of 10 pages**, which includes cover letter, printed on one side, including all supporting documentation. Additional material, other than that requested by the City of Hermantown, will be disregarded.

The City will review the proposals and may schedule interviews for any proposer selected for an interview.

Proposers are prohibited from contacting any representative of the City Council regarding this proposal.

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.

Name of Responder

Signature and Title

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:_____

_____.

The undersigned has read this advisory and understands it.

Dated this ____ day of _____, 20__.

Print Name

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

EXHIBIT B

Standard Municipal/Government Entity Consultant Agreement Insurance Requirements

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

1.1. Comprehensive general liability insurance that covers the Consultant services performed by Consultant for Owner with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

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

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

1.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

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

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

Consultant shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this

Agreement in full force and effect. Owner shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to Owner, without fail, of any cancellation, non-renewal, or modification of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide Owner with appropriate endorsements to Consultant's comprehensive general liability 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 Consultant.

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



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Feasibility Report – Road Improvement District 541- Hermantown Road and Old Midway Road

RESOLUTION: 2023-35 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept the Preliminary Feasibility Report for Road Improvement District No. 541 Hermantown Road and Old Midway Road, and call for the Public Hearing for February April 17, 2023.

BACKGROUND

As part of the City’s Road Improvement Program, the City intends to make improvements on Hermantown Road from Ugstad Road east to Hwy 2 and the entire length of Old Midway Road in 2024. The City Engineer has prepared the attached Preliminary Feasibility Report which addresses in a more specific way the improvements that are needed and a more detailed cost estimate. This is one of the required steps in the road improvement process since it is the intention of assessing property owners along this project.

Prior to April 17th, staff will invite residents along the project to an informal public information meeting to explain the project and answer any questions.

The City Council should accept the report and call for a public hearing on the improvement to be held on April 17, 2023.

SOURCE OF FUNDS (if applicable)

- 475-431150 Project 541
- Special Assessments
- Stormwater fees
- General levy (through the issuance of bonds)

ATTACHMENTS

- Resolution
- Feasibility Report

Resolution No. 2023-35

**RESOLUTION RECEIVING PRELIMINARY ENGINEERING REPORT AND CALLING FOR
A PUBLIC HEARING FOR ROAD IMPROVEMENT DISTRICT NO. 541 (HERMANTOWN
ROAD & OLD MIDWAY ROAD)**

WHEREAS, pursuant to the City of Hermantown's Road Improvement program, a preliminary engineering report ("Report") has been prepared by Northland Consulting Engineering, Inc. with reference to the road improvement on Hermantown Road from Ugstad Road east to Hwy 2 and Old Midway Road; and

WHEREAS, the City Council has been advised by Northland Consulting Engineering, Inc. the consulting engineer for such project in the Report that the proposed improvements are feasible and should best be made as proposed; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown that further consideration be given to Road Improvement District No. 541 in the City of Hermantown; and

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

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

1. The City Council receives the preliminary engineering report for Road Improvement Project 541 (Hermantown Road and Old Midway Road)
2. The Council will consider the improvement of such road improvements in accordance with the Report and the assessment abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$4,387,540.28.
3. A public hearing on the proposed improvements will be held **Monday, April 17, 2023 at 6:30 p.m.** in the Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota.
4. The notice of hearing attached hereto is approved and the City Clerk is hereby authorized and directed to cause such notice to be published twice in the official newspaper, once on **April 6, 2023** and once on **April 13, 2023**.
4. The City Clerk is further authorized and directed to mail such notice to the owner of each parcel of land within the area proposed to be assessed as described in such notice no later than **March 30, 2023**. For purpose of giving such mailed notice, owners shall be those shown to be such on the records of the St. Louis county Auditor. As to properties not listed on the records of the St. Louis County Auditor, the City Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 20, 2023.

**NOTICE OF PUBLIC HEARING ON ROAD IMPROVEMENT DISTRICT NO. 541
(HERMANTOWN ROAD AND OLD MIDWAY ROAD)**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the council chambers of Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, April 17, 2023 to consider the feasibility report of Road Improvement District no. 541 (Hermantown Road and Old Midway road)

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

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

The proposed assessment is \$9,750 for each parcel. The estimated cost of such improvement is \$4,384,540.28

A reasonable estimate of the impact of the assessment will be available at the hearing.

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

Authorized by the City Council.

Jackie Dolentz, Clerk
City of Hermantown

CITY OF HERMANTOWN

**PRELIMINARY ENGINEERING REPORT
AND
FEASIBILITY STUDY**

Prepared: March 15, 2023

**STREET IMPROVEMENT DISTRICT #541
(HERMANTOWN ROAD AND OLD MIDWAY ROAD)**

NCE JOB NO. 23-8001

RECOMMENDED:



Hermantown City Engineer

03-15-23

Date

TABLE OF CONTENTS

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

LEGAL BASIS FOR REPORT

This report is prepared as part of the City of Hermantown's Road Improvement program which requires the preparation of a preliminary engineering report, pursuant to Minnesota Statutes Section 429.031.

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

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

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

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

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

PURPOSE

The purpose of this report is to determine the necessity, cost effectiveness, and economic feasibility for rehabilitation/reconstruction of Hermantown Road between U.S Route 2 and Ugstad road, and reconstruction of the entirety of the intersecting Old Midway Road.

EXISTING CONDITIONS

NCE has found that these sections of Hermantown Road and old Midway Road are in poor condition and quickly deteriorating. The stress of aging and weathering on the pavement have caused various cracking and erosion conditions that create unsuitable driving conditions are beyond the scope of incremental repairs.

Road Condition

The majority of the current road is in poor/failing condition. For the purposes of this study this project has been split up into two segments: segment 1 is Old Midway Road and segment 2 is Hermantown Road. In addition to the failing bituminous pavement, the ditching and driveway culverts are in need of replacement. The ditching is either overgrown or has filled in with sediment over time. Without the proper drainage the road section is holding water which expedites the deterioration of the bituminous pavement.

At this point in time the subsurface conditions of the roadway are unknown, but soil borings to determine the structural quality of the soil base have been ordered to be completed. Until the Geotechnical report confirms the subsurface conditions, it will be assumed that 25% of the length of the roadway has unsuitable subsurface material and will need soil correction in order to construct a sturdy, lasting road.

Listed in the table below are the two segments identified for reconstruction.

Existing Conditions - Street Improvement District #541					
Segment	Road Name	Road Length	Road Width	ROW Width*	Road Condition
1	Old Midway Road	5,115'	24'	66'*	Bituminous - Poor
2	Hermantown Road	15,485'	24'-26'	66'*	Bituminous - Poor

*In lieu of a complete boundary survey of the area, accurate Right of Way or Roadway Easement widths cannot yet be identified.

DESIGN

It is NCE's recommendation that the roadway improvements are designed and constructed to the City of Hermantown Standard construction specifications. For a rural road design this includes 24' bituminous pavement with 2' aggregate shoulders on each side.

Road Improvements

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

Proposed Construction - Street Improvement District #541					
Segment	Road Name	Road Length	Road Width	ROW Width	Improvement Strategy
1	Old Midway Road	5,115'	24'-26'	66'	75% Reclaim & Overlay, 25% Full Reconstruction
2	Hermantown Road	15,485'	24'-28'	66'	75% Reclaim & Overlay, 25% Full Reconstruction

Until the specific subsurface soil conditions can be determined from a geotechnical report, it is assumed that the majority of the roadway pavement will be able to be reclaimed, and new pavement overlaid to create a sufficiently stable and durable driving surface. 25% of the road however, it is assumed will need to be fully reconstructed to facilitate a structurally sound roadway section. This 25% is expected to be scattered throughout the project length, with specific sections to be identified for reclamation versus full reconstruction. For now, specific areas are not identified, and these numbers are to be used for the purposes of cost estimating.

Full Reconstruction: 25% of each segment roadway length is proposed as full reconstruction. This will entail a 2' sub cut of existing roadway materials, removal of unsuitable soils, and a full rebuild of the 2' section:

Minimum Typical Roadway Section Full Reconstruction – Geotechnical Engineer to recommend

4" Bituminous Pavement

8" Class 5 Aggregate

12" Select Granular Borrow

Geotextile Fabric, Type 5

Anywhere where the roadway is less than 24' pavement width is likely expected to be fully reconstructed since that will be the new full width of the pavement. Widening the roadway will require bringing in a full depth section to reduce the effect of differential heaving over time since the materials beneath existing would likely not be the same as the new roadway.

Reclaim & Overlay: Everywhere else is proposed as a reclaim and overlay improvement. The existing bituminous (3"-4") will be reclaimed or ground up and mixed with the existing roadbed. This will add to the thickness of the road section improving the road base for the new 4" of bituminous pavement to be added on the surface (See plan sheet 2). Reclaiming the bituminous surface will raise the paved top approximately the thickness of the existing bituminous about 3-4". This additional elevation along with improved ditching and culverts will allow the road to drain properly.

Utility Evaluation

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

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

Other Utilities: There are no other public utilities known to be within the ROW of the project. Minnesota Power, Charter, and Lumen likely have utilities along this corridor. A utility design meeting will identify the extent of the private utilities.

Site Evaluation

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

Soils Investigation: It is recommended that soil borings be performed at every 500 lineal feet along the centerline of the roadway. 38 Soil borings are proposed with this methodology with 20 more proposed to be performed after the first batch in higher density around poor subsurface conditions to delineate rehabilitation vs reconstruction sections.

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

CONCLUSION

Northland Consulting Engineers believes the improvements above are beneficial to the City of Hermantown. The improvements to roadways will be a major benefit allowing for improved travel along



Hermantown Road and Old Midway Road Engineer's Estimate

Date: 2/13/2023

Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00
2	2101.505	CLEARING	ACRE	8	\$ 5,000.00	\$ 40,000.00
3	2101.505	GRUBBING	ACRE	8	\$ 5,000.00	\$ 40,000.00
4	2104.502	REMOVE SIGN	EACH	103	\$ 10.00	\$ 1,030.00
5	2104.502	REMOVE MAIL BOX SUPPORT	EACH	91	\$ 10.00	\$ 910.00
6	2104.502	REMOVE METAL CULVERT	EACH	97	\$ 150.00	\$ 14,550.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	528	\$ 6.00	\$ 3,168.00
8	2105.504	GEOTEXTILE FABRIC TYPE V	S Y	20,020	\$ 3.00	\$ 60,060.00
9	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	C Y	5,915	\$ 35.00	\$ 207,025.00
10	2106.507	EXCAVATION - COMMON	C Y	11,720	\$ 30.00	\$ 351,600.00
11	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	6,485	\$ 50.00	\$ 324,250.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5 (DRIVEWAY)	C Y	1,025	\$ 50.00	\$ 51,250.00
13	2215.504	FULL DEPTH RECLAMATION	S Y	54,940	\$ 1.50	\$ 82,410.00
14	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	C Y	1,730	\$ 50.00	\$ 86,500.00
15	2301.504	CONCRETE PAVEMENT 6"	S Y	70	\$ 100.00	\$ 7,000.00
16	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:B)	TON	6,105	\$ 100.00	\$ 610,500.00
17	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:B) (DRIVEWAY)	TON	80	\$ 100.00	\$ 8,000.00
18	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3:B)	TON	6,105	\$ 100.00	\$ 610,500.00
19	2501.502	36" RC PIPE APRON	EACH	12	\$ 1,500.00	\$ 18,000.00
20	2501.503	12" CAS PIPE CULVERT	L F	2,184	\$ 40.00	\$ 87,360.00
21	2501.503	36" RC PIPE CULVERT	L F	216	\$ 150.00	\$ 32,400.00
22	2540.602	MAIL BOX SUPPORT	EACH	91	\$ 250.00	\$ 22,750.00
23	2563.601	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00
24	2564.502	INSTALL SIGN TYPE C	EACH	103	\$ 300.00	\$ 30,900.00
25	2564.618	SIGN TYPE C	S F	139	\$ 15.00	\$ 2,085.00
26	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 2,000.00	\$ 2,000.00
27	2573.502	CULVERT END CONTROLS	EACH	91	\$ 250.00	\$ 22,750.00
28	2573.503	SILT FENCE; TYPE HI	L F	20,600	\$ 5.00	\$ 103,000.00
29	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	3,000	\$ 5.00	\$ 15,000.00
30	2574.508	FERTILIZER TYPE 1	LB	2,400	\$ 5.00	\$ 12,000.00
31	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	52,600	\$ 4.00	\$ 210,400.00
32	2575.504	SODDING TYPE LAWN	S Y	25,800	\$ 6.00	\$ 154,800.00
33	2575.508	SEED MIXTURE 25-131	LB	2,400	\$ 6.00	\$ 14,400.00
34	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	9,330	\$ 6.00	\$ 55,980.00
35	2575.523	RAPID STABILIZATION METHOD 3	MGAL	14	\$ 5,000.00	\$ 68,000.00
36	2582.503	4" DOUBLE SOLID LINE PAINT	L F	20,600	\$ 2.00	\$ 41,200.00

NCE'S Estimated Construction Costs Subtotal	\$ 3,406,778.00
Construction Contingency (10%)	\$ 340,677.80
Design Engineering (8%)	\$ 272,542.24
Construction Engineering (8%)	\$ 272,542.24
Material Testing	\$ 40,000.00
Geotechnical Evaluation	\$ 30,000.00
Wetland Permitting	\$ 10,000.00
Easement Acquisition	\$ 10,000.00
Legal Proceedings	\$ 5,000.00
Estimated Total Project Costs	\$ 4,387,540.28

CITY OF HERMANTOWN

DEPARTMENT OF PUBLIC WORKS AND UTILITIES

FEASIBILITY STUDY FOR: HERMANTOWN ROAD AND OLD MIDWAY ROAD FULL RECONSTRUCT & MILL AND OVERLAY

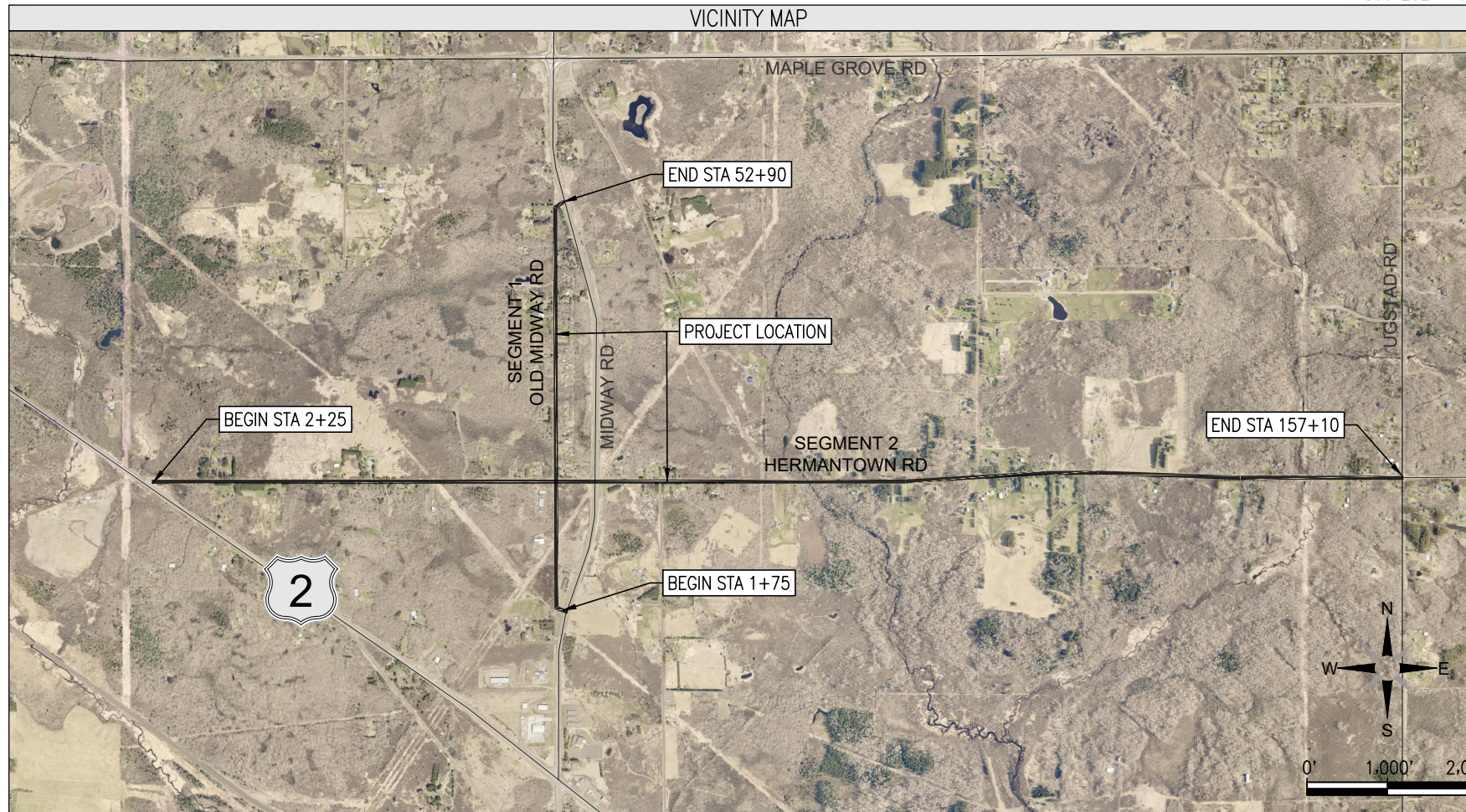


PROJECT LOCATION
ST. LOUIS COUNTY
CITY OF HERMANTOWN

SITE: HERMANTOWN ROAD
LOCATION: FROM UGSTAD ROAD TO US HWY 2
LENGTH: 15,485 FEET 2.933 MILES
SITE: OLD MIDWAY ROAD
LENGTH: 5,115 FEET 0.969 MILES



VICINITY MAP



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

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

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN. AVAILABLE AT: <http://www.dot.state.mn.us/pre-letting/spec/>

THE 2022 EDITION OF THE CITY OF HERMANTOWN STANDARD CONSTRUCTION SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY. AVAILABLE AT: GOVERNMENTAL SERVICES BUILDING

UTILITY DETAIL LEVEL

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

WARNING:

LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR. CALL BEFORE DIGGING. GOPHER STATE ONE CALL 1-800-252-1166 REQUIRED BY LAW.

BASIS OF BEARING/CONTROL

CONTROL BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996

POINT NAME:	NORTHING:	EASTING:	ELEVATION:

SHEET INDEX

SHEET NO	DESCRIPTION
1	TITLE
2	TYPICAL SECTIONS
3-5	OLD MIDWAY ROAD
6-15	HERMANTOWN ROAD

---THIS PLAN CONTAINS 15 SHEETS---

Northland
Consulting Engineers L.L.P.
Structural, Civil and Forensic Engineering Services
www.nce-engineers.com
Voice: (612) 977-5695
Fax: (612) 977-1779

HERMANTOWN ROAD AND
OLD MIDWAY ROAD
FULL RECONSTRUCT & MILL AND OVERLAY
FEASIBILITY STUDY

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

revision
Proj: 23-8001
Date: 2/10/23
Drawn: JJS
Checked: DGB

CITY APPROVAL

PRELIMINARY NOT FOR CONSTRUCTION

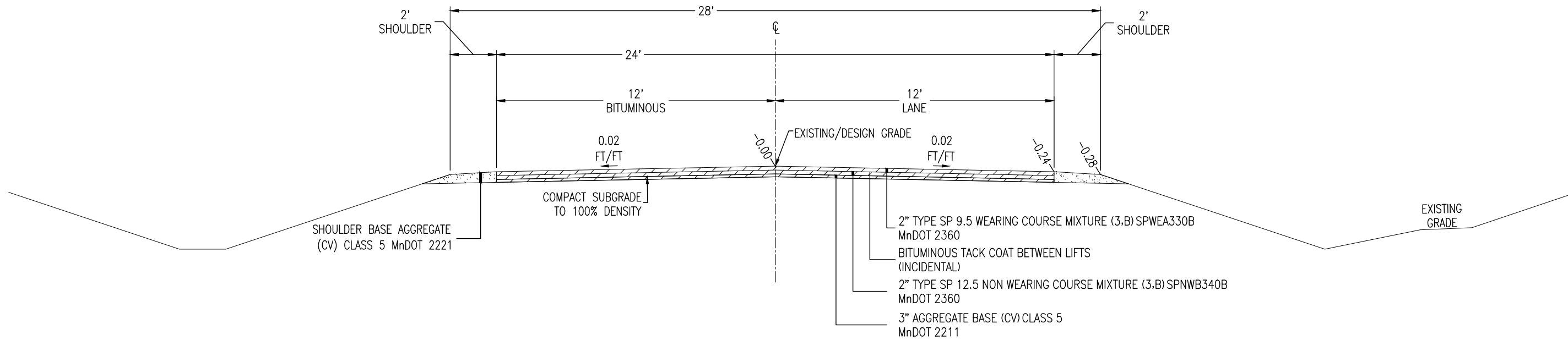
APPROVED _____ HERMANTOWN CITY ENGINEER _____ DATE _____

TITLE
Sheet Title
Sheet Number
1

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IN CUT

TYPICAL ROADWAY SECTION RECLAIM AND OVERLAY HERMANTOWN ROAD & OLD MIDWAY ROAD

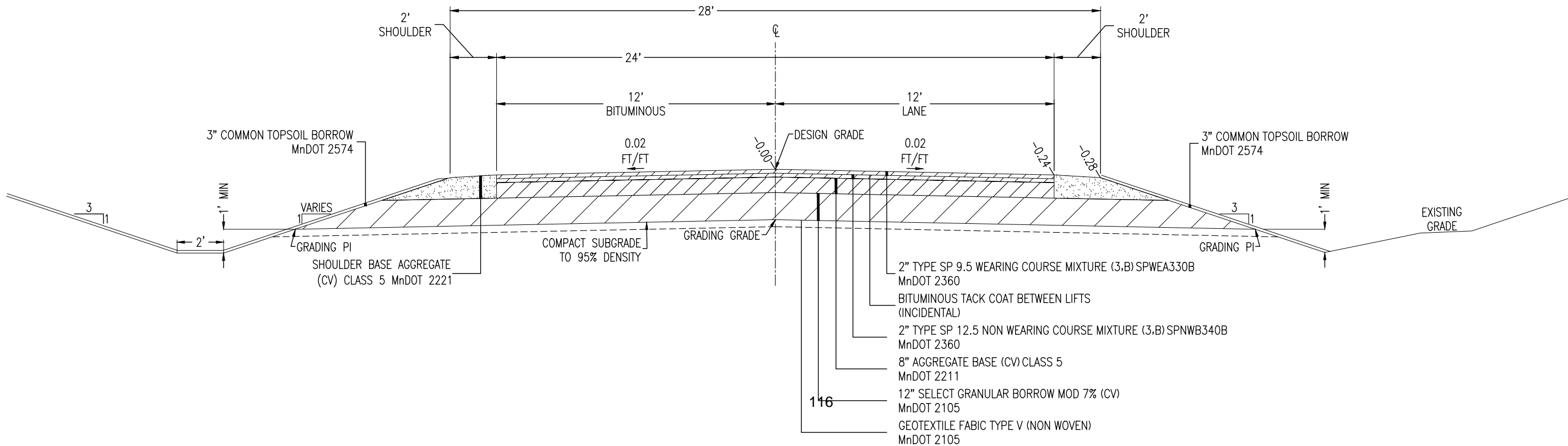
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IN FILL



THIS SIDE SHOWN
IN CUT

TYPICAL ROADWAY SECTION FULL RECONSTRUCTION HERMANTOWN ROAD & OLD MIDWAY ROAD

THIS SIDE SHOWN
IN FILL



**HERMANTOWN ROAD AND
OLD MIDWAY ROAD
FULL RECONSTRUCT & MILL AND OVERLAY
FEASIBILITY STUDY**

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

**PRELIMINARY
NOT FOR CONSTRUCTION**

XX/XX/XX
Lic. No.: 40926
Engineer: David G. Bolf

revision

Proj: 23-8001
Date: 2/10/23
Drawn: JJS
Checked: DGB

**TYPICAL
SECTIONS**
Sheet Title
Sheet Number

DAVID E LUCIA
 3763 MIDWAY ROAD
 HERMATOWN, MN 55810
 PID 395-0010-08924

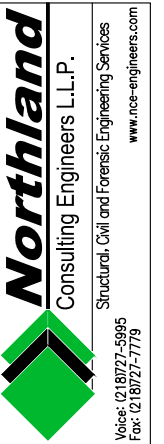
BEGIN OLD MIDWAY ROAD
 STA 1+75.00

JLG ENTERPRISES OF HERMANTOWN LLP.
 3850 OLD MIDWAY ROAD
 HERMANTOWN, MN 55810
 PID 395-0010-08692

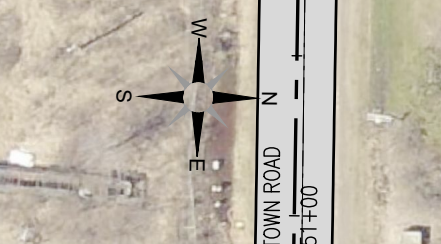
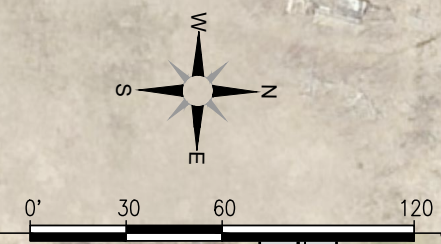
ASH M HAWK
 3871 OLD MIDWAY ROAD
 HERMANTOWN, MN 55810
 PID 395-0010-08882

LEE ATCHINSON
 3891 OLD MIDWAY ROAD
 HERMANTOWN, MN 55810
 PID 395-0010-08880

PENNY J HELDT
 3891 ALMQUIST ROAD
 HERMANTOWN, MN 55810
 PID 395-0010-08680



**HERMANTOWN ROAD PER
 PER FOR HERMANTOWN RD AND OLD
 MIDWAY RD
 RECONSTRUCTION**



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

revision	
Proj:	23-8001
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JOHN R LOFALD
5725 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05325

SUSAN L FLEMING
3923 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05326

MORGHANN A BOYER
3927 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05320

19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00

OLD MIDWAY RD



WILLIAM ROY ENGLUND
5709 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0049-00250

BENJAMIN J LAMFERS
3906 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00240

DAVID SUNDIN
3912 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00230

JON G DENZLER
3916 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00220

FREDRICK LEE HELLAND
3920 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00210

MARK P KALLBERG
3924 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00200

TINA M LONETTO
3926 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00190

TIMOTHY A NELSON
3932 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00180

TIMOTHY A NELSON
3932 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00170



28+00 29+00 30+00 31+00 32+00 33+00 34+00 35+00 36+00

OLD MIDWAY RD



TIMOTHY A NELSON
3932 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00160

KATHLEEN M RIDDLE
3950 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00130

JEAN C KINNEY
3954 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00120

QUINN DESHAUN JONES SR.
3956 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00110

RAYMOND D BILLINGS
3962 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00100

LEE D SANDSTROM
3966 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00090

JAMES L GUNNARSON
3970 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00080

118

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

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JAMES M CHRISTENSON
3979 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05265

JOSHUA MARTALOCK
3985 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05267

ERIC C GRUSSENDORF
3993 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05268

37+00 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00

OLD MIDWAY RD



GUNNARSON
D MIDWAY ROAD
OWN, MN 55810
0049-00080

JONATHON SEMMELROTH
3974 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00070

MARY J SLYGH
3980 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00050

MARY J SLYGH
3980 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00060

ERIK E LEE
3986 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00030

SPRING MOUNTAIN DEVELOPMENT LLC
3994 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00020

SPRING MOUNTAIN DEVELOPMENT LLC
3994 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0049-00010

0' 30' 60' 120'



DANIEL J HARTEL
4011 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05120

PEACEFUL POINT LLC.
4021 OLD MIDWAY RD
HERMANTOWN, MN 55810
PID 395-001-05110

RICHARD E ROBERTZ
4027 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-001-05100



46+00 47+00 48+00 49+00 50+00 51+00 52+00

OLD MIDWAY RD



CODY SORLIE
4002 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05460

CODY SORLIE
4002 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-05460

END OLD MIDWAY ROAD
STA 52+90.00

119

MIDWAY RD



HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION

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**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf

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DAVID S THORNTON
5863 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05240

NATHAN GILBERTSON
5854 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08952



**HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION**

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PRELIMINARY
NOT FOR CONSTRUCTION

Engineer: David G. Bolf
Lic. No: 40926
XXXXXX

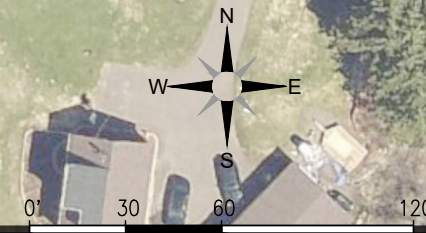
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Sheet Number	6

DAVID S THORNTON
5863 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05240

4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00

HERMANTOWN ROAD

NATHAN GILBERTSON
5854 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08952



ERNEST D HALVERSON
5817 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05250



13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00

HERMANTOWN ROAD

DAVID STROM
5834 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08940

JEREMY HODGSON
5812 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08930

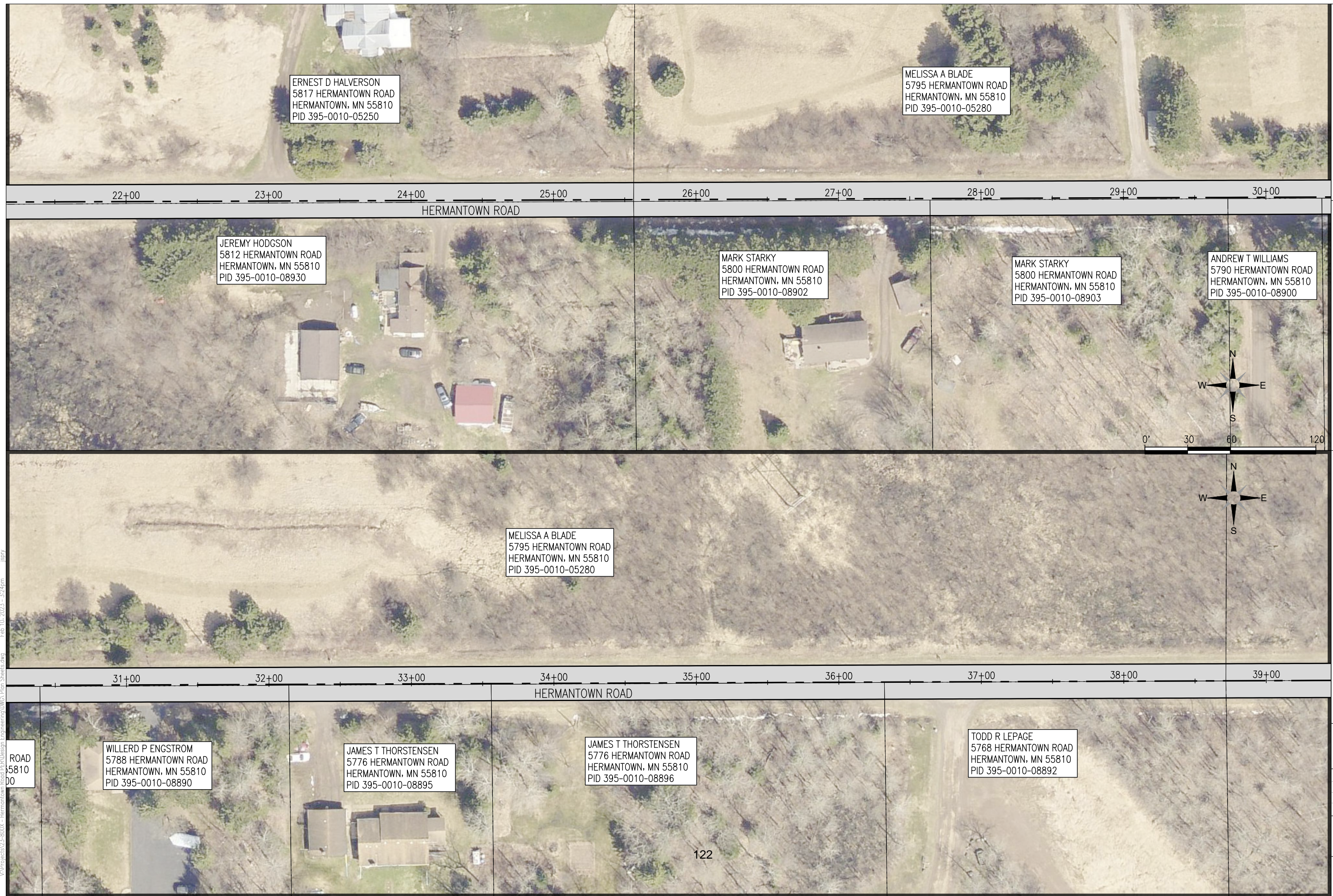
121



HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION

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PRELIMINARY
NOT FOR CONSTRUCTION
Engineer: David G. Bolf Lic. No: 40926

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ROAD
5810
00

WILLERD P ENGSTROM
5788 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08890

JAMES T THORSTENSEN
5776 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08895

JAMES T THORSTENSEN
5776 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08896

TODD R LEPAGE
5768 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08892

MELISSA A BLADE
5795 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05280

JEREMY HODGSON
5812 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08930

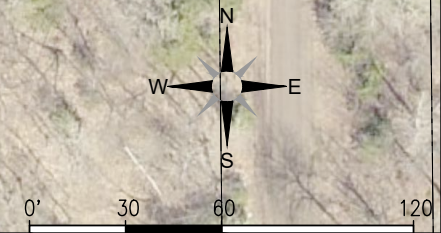
MARK STARKY
5800 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08902

MARK STARKY
5800 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08903

ANDREW T WILLIAMS
5790 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08900

ERNEST D HALVERSON
5817 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05250

MELISSA A BLADE
5795 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05280



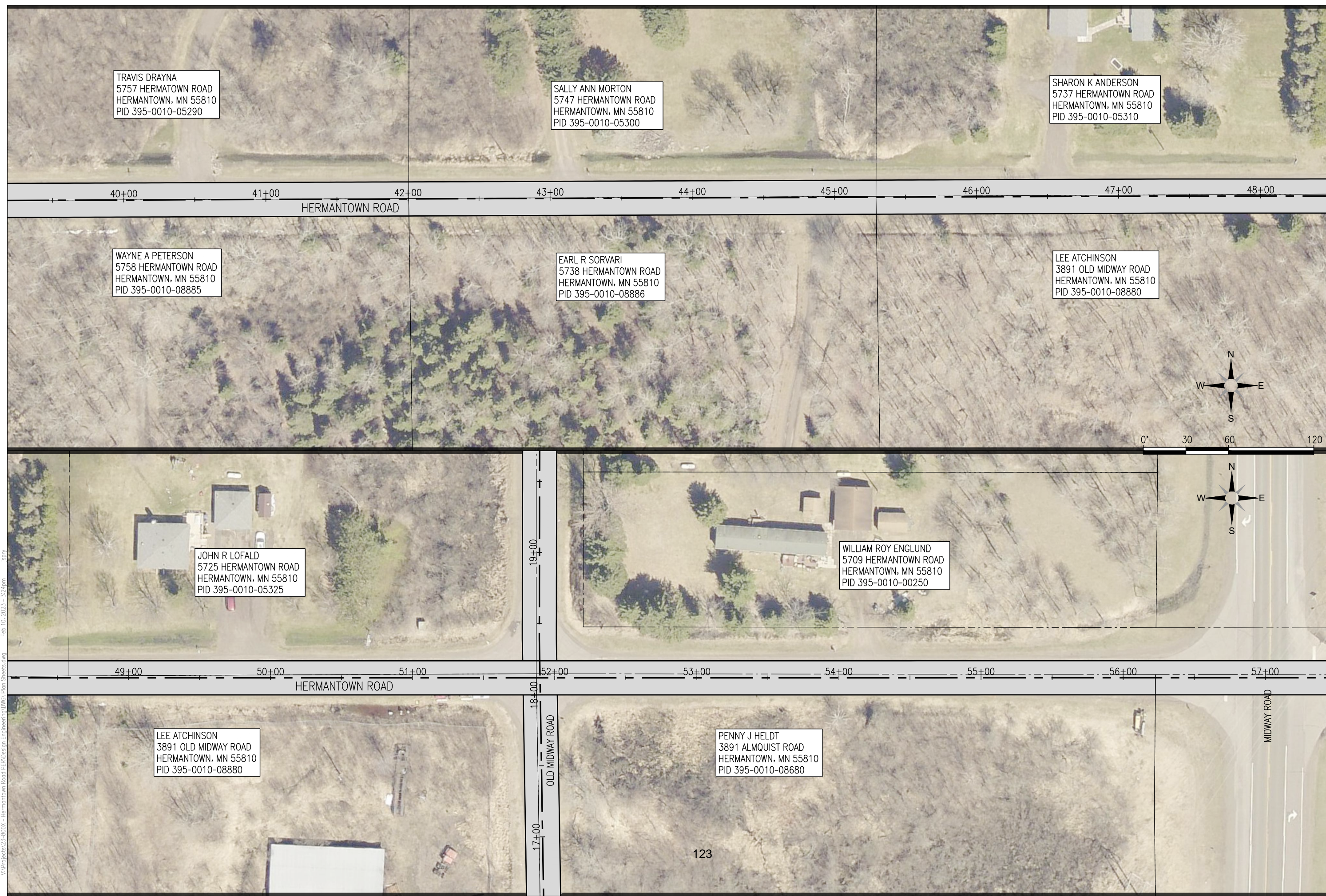
122



**HERMANTOWN ROAD PER
 PER FOR HERMANTOWN RD AND OLD
 MIDWAY RD
 RECONSTRUCTION**

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 Professional Engineer under the laws of the State of Minnesota.
PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: David G. Bolf Lic. No: 40926
 XXXXXX

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Sheet Title	
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TRAVIS DRAYNA
5757 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05290

SALLY ANN MORTON
5747 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05300

SHARON K ANDERSON
5737 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05310

WAYNE A PETERSON
5758 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08885

EARL R SORVARI
5738 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08886

LEE ATCHINSON
3891 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-08880

JOHN R LOFALD
5725 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05325

WILLIAM ROY ENGLUND
5709 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-00250

LEE ATCHINSON
3891 OLD MIDWAY ROAD
HERMANTOWN, MN 55810
PID 395-0010-08880

PENNY J HELDT
3891 ALMQUIST ROAD
HERMANTOWN, MN 55810
PID 395-0010-08680



Northland
Consulting Engineers L.L.P.
Structural, Civil and Forensic Engineering Services
www.nce-engineers.com
Voice: (612) 977-5985
Fax: (612) 977-7779

**HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION**

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**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf
Lic. No.: 40926
XXXXXX

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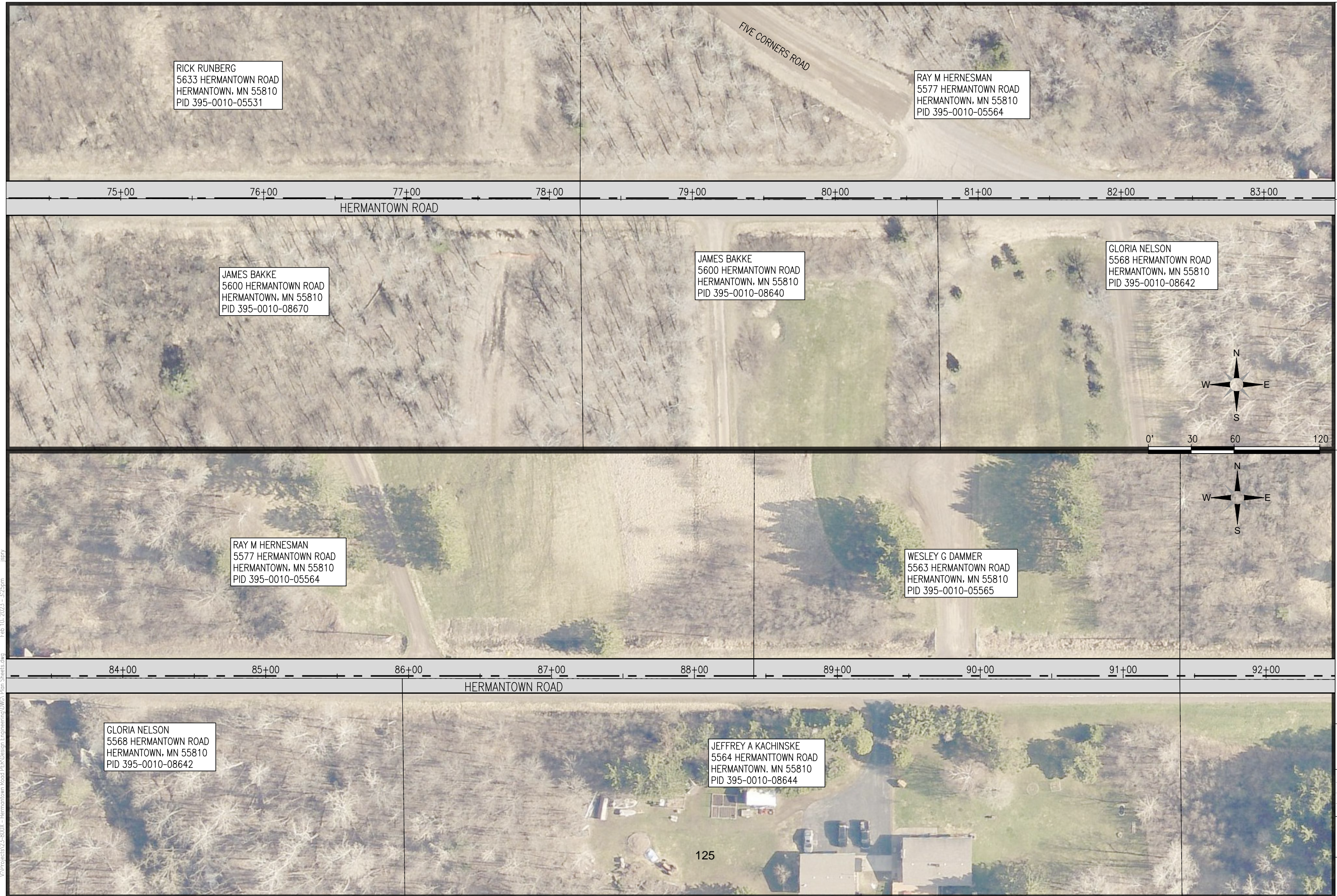


**HERMANTOWN ROAD PER
 PER FOR HERMANTOWN RD AND OLD
 MIDWAY RD
 RECONSTRUCTION**

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PRELIMINARY
NOT FOR CONSTRUCTION
 Engineer: David G. Bolf

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Sheet Title	
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RICK RUNBERG
5633 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05531

RAY M HERNESMAN
5577 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05564

JAMES BAKKE
5600 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08670

JAMES BAKKE
5600 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08640

GLORIA NELSON
5568 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08642

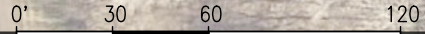
RAY M HERNESMAN
5577 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05564

WESLEY G DAMMER
5563 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05565

GLORIA NELSON
5568 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08642

JEFFREY A KACHINSKE
5564 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08644

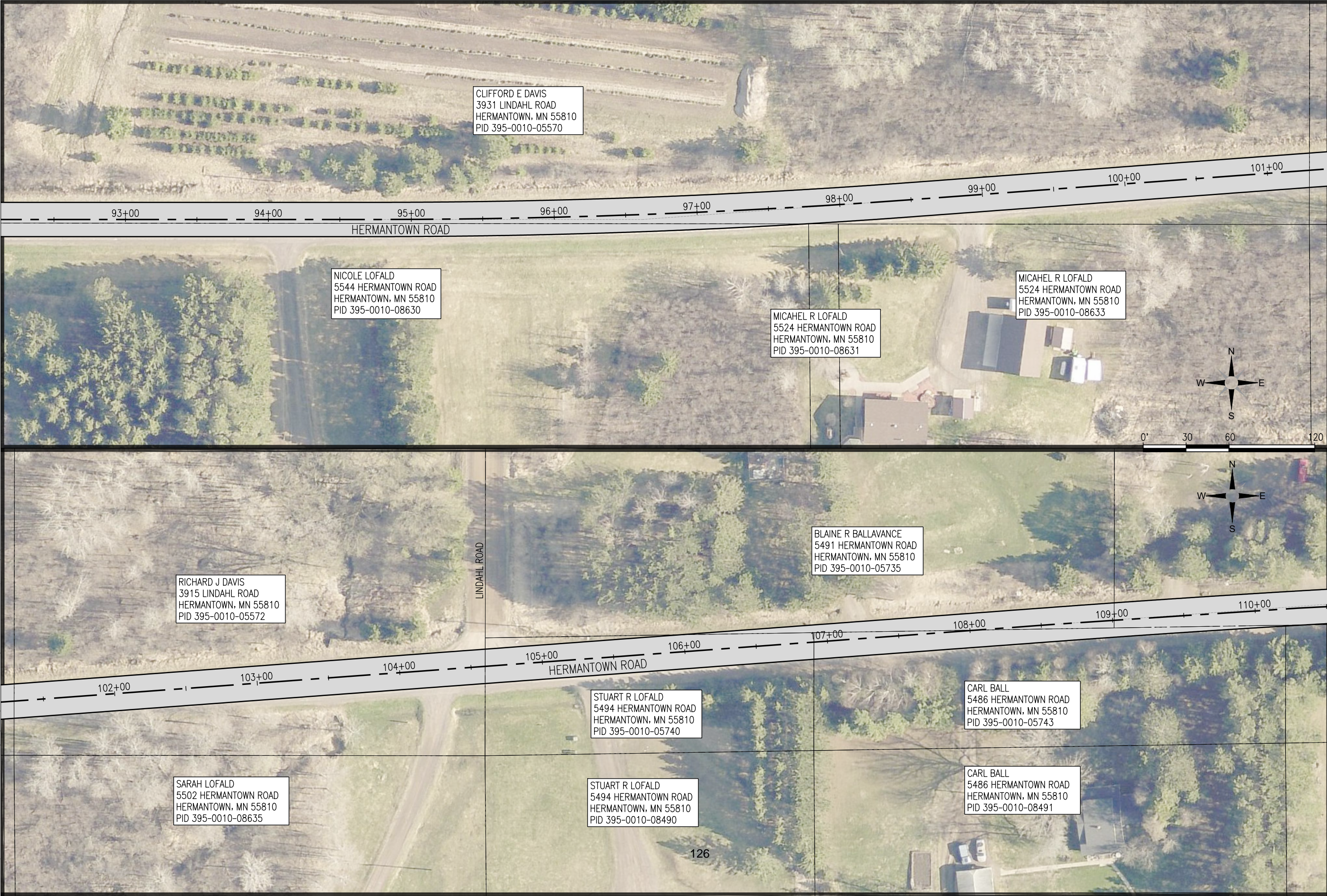
125



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**PRELIMINARY
NOT FOR CONSTRUCTION**
Lic. No: 40926
Engineer: David G. Bolf

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CLIFFORD E DAVIS
3931 LINDAHL ROAD
HERMANTOWN, MN 55810
PID 395-0010-05570

NICOLE LOFALD
5544 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08630

MICAH EL R LOFALD
5524 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08631

MICAH EL R LOFALD
5524 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08633

RICHARD J DAVIS
3915 LINDAHL ROAD
HERMANTOWN, MN 55810
PID 395-0010-05572

LINDAHL ROAD

BLAINE R BALLAVANCE
5491 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05735

102+00

103+00

104+00

105+00

106+00

107+00

108+00

109+00

110+00

STUART R LOFALD
5494 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05740

CARL BALL
5486 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05743

SARAH LOFALD
5502 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08635

STUART R LOFALD
5494 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08490

CARL BALL
5486 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08491

126



HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION

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**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf Lic. No: 40926
XXXXXX

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HERMANTOWN RD	
Sheet Title	
Sheet Number	12

TIMOTHY WHITE
5467 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05738

PRILEY PROPERTIES LLC.
5463 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05733

DANIEL KUKLIS
4031 HUMMINGBIRD DR
BARNUM, MN 55707
PID 395-0010-05730

110+00

111+00

112+00

113+00

114+00

115+00

116+00

117+00

118+00

HERMANTOWN ROAD

DENNIS LOFALD
5464 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05746

MICHAEL KOCHENDORFER
5460 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05742

MICHAEL KOCHENDORFER
5460 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05744

DENNIS LOFALD
5464 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08494

MICHAEL KOCHENDORFER
5460 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08492

MICHAEL KOCHENDORFER
5460 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08495

0' 30' 60' 120'



BRIAN LAMPHIER
5451 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05756

BRIAN LAMPHIER
5451 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-05758

JOSHUA MAIDA
4341 KINGSTON RD
DULUTH, MN 55803
PID 395-0010-05757

118+00

119+00

120+00

121+00

122+00

123+00

124+00

125+00

126+00

HERMANTOWN ROAD

CITY OF HERMANTOWN

LAUREN VAN LOON
5424 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08481

SHERI VAN LOON
5426 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08480

PHILIP D BEADLE
5418 HERMANTOWN ROAD
HERMANTOWN, MN 55810
PID 395-0010-08430

127



HERMANTOWN ROAD PER
PER FOR HERMANTOWN RD AND OLD
MIDWAY RD
RECONSTRUCTION

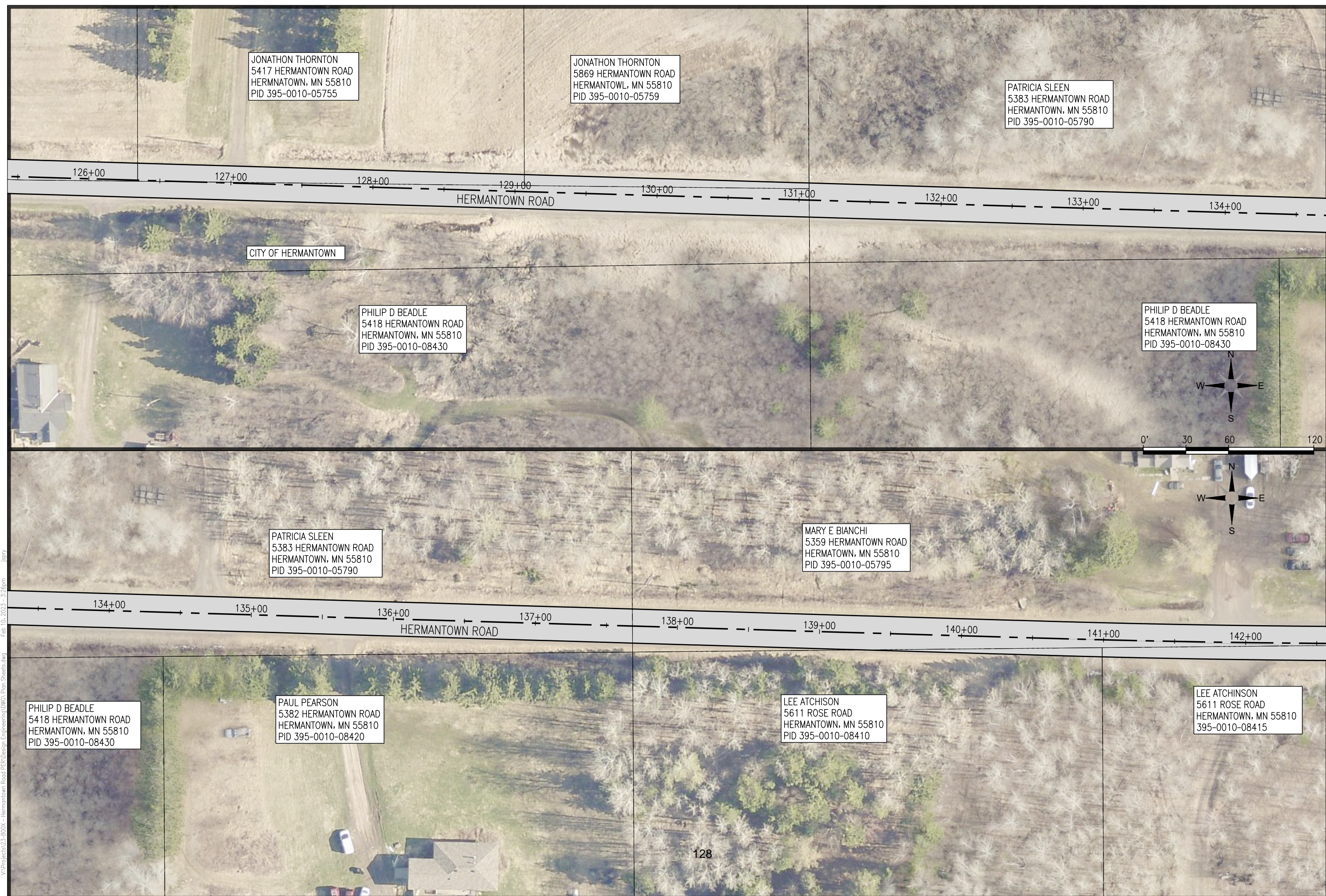
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**PRELIMINARY
NOT FOR CONSTRUCTION**
Engineer: David G. Bolf

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RD
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Sheet Number

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PRELIMINARY NOT FOR CONSTRUCTION
 Engineer: David G. Bolf
 Lic. No: 40926
 XXXXXX

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Sheet Title	
Sheet Number	14



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

revision	
Proj: 23-8001	
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Drawn: JJS	
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HERMANTOWN RD	
Sheet Title	
Sheet Number	15



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

SUBJECT: JPA- CJDN System

RESOLUTION: 2023-36 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve Joint Powers Agreements between the City of Hermantown and the State of Minnesota

BACKGROUND

The Criminal Justice Data Network is a computer system that the State of Minnesota operates which allows us to access state and federal data networks. HPD uses these systems constantly to query people and vehicles as well as report crime statistics.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Joint Powers Agreement

Resolution No. 2023-36

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER THE STATE OF MINNESOTA JOINT POWERS AGREEMENT WITH THE CITY OF HERMANTOWN ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Hermantown on behalf of its Prosecuting Attorney and Police Department desires to enter into a State of Minnesota Joint Powers Agreement (“Agreement”) with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible; and

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

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

1. That the Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Hermantown on behalf of its Police Department, are hereby approved.

2. That Chief James Crace, or his successor, is designated the Authorized Representative for the Police Department.

3. To assist the Authorized Representative with the administration of the Agreements, Investigation & Administration Commander Jon Esterbrooks is appointed as the Authorized Representative’s designee.

4. That Prosecuting Attorney, Shawn B. Reed, or his successor, is designated the Authorized Representative for the Prosecuting Attorney.

5. To assist the Authorized Representative with the administration of the Agreement, Gunnar B. Johnson is appointed as the Authorized Representative’s designee.

6. That the Mayor and City Clerk are authorized to sign the Agreement attached hereto as Exhibit A.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 20, 2023.

EXHIBIT A

SWIFT Contract # 200507
MN0691700



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Hermantown on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

- 2 **Agreement Between the Parties**
 - 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
 - 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 **Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 **Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 **Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 **Access Granted.**
 - A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 **Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 **Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 **Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 **Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 **Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: James Crace, Chief
Address: 5111 Maple Grove Rd
Hermantown, MN 55811
Telephone: 218.729.1200
Email Address: icrace@hermantownmn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 **Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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 must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

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The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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Resolution No. 2023-37

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND
CITY CLERK TO EXECUTE AND DELIVER THE COURT DATA SERVICES
SUBSCRIBER AMENDMENT WITH THE CITY OF HERMANTOWN
ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Hermantown on behalf of its Prosecuting Attorney and Police Department desires to enter into a Court Data Services Subscriber Amendment (“Agreement”) with the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible.

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

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

1. That the Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Hermantown on behalf of its Police Department, are hereby approved.

2. That the Mayor and City Clerk are authorized to sign the Agreement attached hereto as **Exhibit A**.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted March 20, 2023.

EXHIBIT A

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Hermantown on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200507, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment

by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.

h. "Subscriber" shall mean the Agency.

i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data

Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of

training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results

thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies &

Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH,

COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: **City of Hermantown**

By _____
Wayne Boucher, Its Mayor

Date: _____

And by _____
Jackie Dolentz, Its City Clerk

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF
ADMINISTRATION**
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



CITY COUNCIL MEETING DATE: March 20, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Fire Department Contract

RESOLUTION: 2023-38 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve agreement for Fire-Related Services with the Hermantown Volunteer Fire Department.

BACKGROUND

The City has had an Agreement for Fire-Related Services (“Agreement”) with the Hermantown Volunteer Fire Department (“Department”) for years. Currently, the Department is not a City department, but rather a separate nonprofit entity.

The City and Department are working toward transition from a volunteer department to a City department. In the meantime, this Agreement will define the business relationship between the parties. This Agreement will expire on December 31, 2024 unless it is terminated earlier.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
Proposed Agreement for Fire-Related Services

Resolution No. 2023-38

**RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND
CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT
BETWEEN THE HERMANTOWN VOLUNTEER FIRE DEPARTMENT
AND THE CITY OF HERMANTOWN**

WHEREAS, the Hermantown Volunteer Fire Department (“Department”) desires to furnish fire protection to all property within the City; and

WHEREAS, the City and the Department are exploring options to transition from a volunteer fire department to a fire department operated by the City and hope to complete this transition in 2023; and

WHEREAS, the City desires that the Department provide such services to the City; and

WHEREAS, the City Attorney has prepared an Agreement for Fire-Related Services (“Agreement”) attached hereto as Exhibit A with respect to the matters set forth above, and

WHEREAS, the City Council of the City of Hermantown has carefully reviewed the proposed Agreement and determined that it is in the best interests of the City of Hermantown to approve the Agreement with the Department.

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

1. The Agreement attached hereto as Exhibit A between the City and Department attached hereto is hereby approved.
2. The City and Department will continue to work diligently together to transition to a City-operated fire department.
3. The Mayor and City Clerk are herein authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption

The motion for the adoption 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 March 20, 2023.

EXHIBIT A

AGREEMENT FOR FIRE-RELATED SERVICES

THIS AGREEMENT FOR FIRE-RELATED SERVICES (“Agreement”) is made effective as of the 1st day of January, 2022 by and between the **City of Hermantown**, a Minnesota statutory city, (“City”) and **Hermantown Volunteer Fire Department**, a Minnesota non-profit corporation, (“Department”) in response to the following situation:

- A. City desires to obtain fire-related services.
- B. Department is willing to provide fire-related services to City pursuant to these terms of this Agreement.

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

1. **Fire-Related Services.** Department agrees to provide City with the following fire-related services (“Services”):

(Check all those that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Structural Firefighting | <input checked="" type="checkbox"/> Emergency Medical Services |
| <input type="checkbox"/> External Structural Firefighting | <input type="checkbox"/> Fire Scenes |
| <input type="checkbox"/> Interior Structural Firefighting | <input type="checkbox"/> Rescue Scenes |
| <input checked="" type="checkbox"/> Grass/Forest Firefighting | <input checked="" type="checkbox"/> General Medicals |
| <input checked="" type="checkbox"/> General Firefighting | Level of Emergency Medical Response |
| <input type="checkbox"/> Vehicles & Equipment | <input checked="" type="checkbox"/> First Responder |
| <input type="checkbox"/> Carbon Monoxide Calls | <input checked="" type="checkbox"/> Emergency Medical Technician |
| <input type="checkbox"/> Other Non-Structural Firefighting | |
| <input checked="" type="checkbox"/> Rescue | <input type="checkbox"/> Hazardous Materials Response |
| <input type="checkbox"/> Vehicle & Equipment Extrication | |
| <input type="checkbox"/> General Search & Rescue | Level of Hazardous Materials Response |
| | <input checked="" type="checkbox"/> First Responder, Awareness |
| <input checked="" type="checkbox"/> Disaster Response | |

The Services indicated above are further explained, or limited, as follows:

1.1. **Allocation of Resources.** The parties understand the Department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the Department under the circumstances of a given situation. Failure to provide Services because of poor weather conditions or other conditions beyond the control of Department shall not be deemed a breach of this Agreement

1.2. **No Guarantee.** The parties understand and agree Department will endeavor to reasonably provide the Services indicated above given the circumstances, but Department makes no guarantees that the Services it actually provides in a given situation

will meet any particular criteria or standard. The Department and its officers, employees and volunteers shall not be liable to the City or any other person for failure to furnish assistance under this agreement.

2. **Payment.** City agrees to pay Department \$536,795 in 2022 and \$563,634 in 2023 (“Payment Amount”) for Services during the Term. Department shall provide City a written claim for one-fourth (1/4) the Payment Amount on each January 1, April 1, July 1, and October 1 during the term of this Agreement.

3. **Annual Meeting of Parties.** Department and City shall hold at least one joint meeting during the Term of this Agreement at least sixty (60) days before October 1 of each year to discuss the Payment Amount for the following year, discuss City’s satisfaction with the Services provided during the year, future level of Services and to discuss such other issues as either party deems relevant to this Agreement. The financial terms and the level of Services provided under this Agreement will be reviewed annually and appropriate adjustments made upon mutual agreement of the City and Department. The meeting shall be held separately from any regular Department or City meeting and shall be attended by at least a quorum of each party’s governing body. The meeting shall be open to the public.

4. **Emergency Service Charge.** City, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including any of the Services, within City. Department shall have no right to, or interest in, any service fees collected by City. If the City imposes an emergency service charge it shall provide Department a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Department shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide the City with the information it collected. Notwithstanding the foregoing the Department retains the right to all funds billed to and collected from the Minnesota Department of Natural Resources for any grass fire fighting services provided to that entity.

5. **Service Territory.** Department shall provide Services as indicated in this Agreement within the entire city limits of City. The identified area shall constitute the City’s Service Territory for the purposes of this Agreement.

6. **Term.** This Agreement shall commence on January 1, 2023 and shall expire on December 31, 2024, unless sooner terminated as provided for herein, unless terminated earlier as provided herein.

7. **Equipment.** If the Department disbands or discontinues providing fire-related services to the residents of the City of Hermantown, State law will determine the disposition of the firefighting equipment.

8. **Department’s Responsibilities.** In addition to any other obligations described herein, Department shall:

8.1. Provide the Services described herein to City’s Service Territory.

8.2. Develop a detailed annual operational budget for the Department for each year during the term of this Agreement and present it to City before the annual meeting provided for in Section 3 along with sufficient information to explain the items included in the budget figures.

8.3. Upon City's request, provide City access to financial and cost data related to the Department for five years prior to the current service year.

8.4. Disclose to City any proposed action Department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Department's ability to provide the Services indicated above.

8.5. Promptly disclose to City any information Department can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8.6. Keep and maintain in good order, at its own expense, the necessary fire/rescue/first responder apparatus and equipment for Services required to be provided for under this Agreement.

8.7. Accept the annual compensation agreed upon by both parties as full payment for the operational activities and Services to be performed by the Department hereunder.

8.8. Have the Fire Chief or his/her designated representative when possible at such meetings of the City Council to report on the activities of the Department as requested by the City Administrator, Mayor or City Council.

8.9. Provide the City with a copy of the equipment list which is filed with the State of Minnesota, and with a copy of its annual federal tax return (Form 990) filed for the Department at the time they are filed with the IRS.

8.10. Comply with Minnesota Charitable Contributions Law (Chapter 309 of the Minnesota State Statutes).

8.11. Consult with City and its Emergency Management Director in the development of emergency management plans and strategies.

8.12. Agree that if the Department provides compensation to its members then no member of the Department who is an employee of the City will provide services to the Department that would cause his/her combined hours worked for the City and Department to cause the member to be eligible for overtime pay from the City under applicable federal or state law.

8.13. Manage the operations of the Department in such manner so that the amount payable by the City pursuant to Section 2 hereof is sufficient for the conduct of the

operations of the Department. The Department acknowledges that the City establishes its budget on an annual basis and that the City will not consider any request for additional compensation from the Department during the term of this Agreement. Department agrees to provide the Services required herein and to not advise the City that it has “run out of money” and will have to discontinue certain Services or reduce certain Services unless the City provides additional compensation to it during the term of this Agreement.

8.14. Agree that if the Department compensates its members, to comply with all applicable federal and state laws dealing with payments to employees, including without limitation the Fair Labor Standards Act, and indemnify, defend and hold harmless the City from any claims, demands or obligations relating to any compensation to members of the Department.

8.15. Pay any amount City is required to pay to the Public Employees Retirement Association (“PERA”) with respect to any member of the Department. If City is obligated to pay any amount to PERA on behalf of any member of the Department, then such payment will reduce, dollar for dollar, the Payment Amount due to Department until the amount City is obligated to pay PERA is repaid in full to City.

9. **City’s Responsibilities.** In addition to any other obligations described herein, City shall:

9.1. Promptly pay Department the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount if the Agreement is terminated early.

9.2. Present a budget and levy proposal to the City Council during the term of this Agreement seeking authority to levy funds as needed to pay the “Payment Amount.”

9.3. Promptly disclose to Department any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

9.4. Allow the Department to retain any compensation paid by insurance carriers or anyone else for Services. Any such compensation will be over and above the amounts payable by the City in this Agreement.

It is understood and agreed City shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, FLSA, FMLA, or any other employment related issues. It is further agreed City has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Services described herein.

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

10.1. Commercial general liability insurance that covers the Department services performed by Department for City with a per occurrence limit/general aggregate limit of liability equal to or greater than the maximum liability to municipalities as set forth in Minnesota Statutes § 466.04, Subd. 1, as amended (“City Liability Limits”).

10.2. Inland marine, automobile and property insurance providing coverage with coverage equal to or greater than the City Liability Limits and that provides replacement coverage for property damage.

10.3. Errors and omissions or equivalent insurance that covers the Services performed by Department for City with liability limits equal to or greater than the City Liability Limits.

10.4. Worker’s compensation insurance covering Department (if an individual) all of Department’s employees with coverages and limits of coverage required by law.

10.5. Employment practices insurance coverage with liability limits equal to or greater than the City Liability Limits.

Department shall indemnify and hold harmless City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of Services hereunder.

Department certifies that Department is in compliance with all applicable worker’s compensation laws, employment laws and employment related tax laws, rules and regulations. Department’s employees and agents will not be considered City employees. Any claims that may arise under any worker’s compensation laws on behalf of any employee of Department and any claims made by any third party as a consequence of any act or omission on the part of Department or any employee of Department are in no way City’s obligation or responsibility. By signing this Agreement, Department certifies that Department is in compliance with these laws and regulations.

Department shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Department has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under the policies providing the insurance to provide the required coverages under Sections 10.1, 10.2 and 10.3 above (“Indemnity Coverage”). The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Department shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice

of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Department.

11. **Indemnification.** Department agrees to defend and indemnify City against any claims brought or actions filed against City or any officer, employee, or volunteer of City for injury to, death of, or damage to the property of any third person or persons, arising from Department's performance of the Services under this Agreement. The intent of this subdivision is to impose on Department the absolute duty to defend and indemnify City for claims arising out of the performance of this Agreement. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This Agreement contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both Department and City.

14. **Subcontracting & Assignment.** Department shall not subcontract or assign any portion of this Agreement to another without prior written permission from City. Services provided to City pursuant to a mutual aid agreement Department has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of City so long as Department remains primarily responsible for providing fire services to City's Service Territory.

15. **Termination.** This Agreement may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a one hundred eight (180) day written notice of termination on the other party. This Agreement shall terminate one hundred eight (180) days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If City fails to pay for the Services according to the schedule established herein, Department may terminate this agreement one hundred eight (180) days from the date of personal service of written termination notice. Notice to Department shall be served on the Fire Chief of Department and notice to City shall be served on the City Administrator or City Clerk.

16. **Service Agreement.** This is an agreement for Services. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

18. **Recordkeeping.** Department hereby agrees:

18.1. 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.

18.2. To make such materials available at its office at all reasonable times during the term of the Agreement 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.

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

20. **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 Department, or to City at 5105 Maple Grove Road, Hermantown, Minnesota 55811.

21. **Prior Agreement.** 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.

22. **No Contractual Authority.** Department shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

23. **Data Practices Act.** Department acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Department 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 Department in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Department and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Department receives a request to release the data referred to in this section, Department must immediately notify City and consult with City as to how Department should

respond to the request. Department's response shall comply with applicable law, including that the response is timely and, if Department denies access to the data, that Department's response references the statutory basis upon which Department relied. Department does not have a duty to provide public data to the public if the public data is available from City.

24. **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.

25. **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.

26. **Legal Representation.** At the request of City, Overom Law, PLLC has drafted this Agreement. City and Department acknowledge that Overom Law, PLLC has previously represented the Department on other matters, but is representing only the City in connection with this Agreement. Department and City recognize that their interests under this Agreement may now or hereafter be adverse to, or in conflict with, the interests of each other. Department acknowledges that it has been advised by City's counsel that it has the right to seek the advice of independent counsel and has had the opportunity to seek such advice. Department acknowledges that it has received no representations from City's counsel about the legal and tax consequences of this Agreement, has been advised by City's counsel that the Agreement may have legal and tax consequences and has had the opportunity to seek independent tax counsel. Department and City hereby consent to the representation by Overom Law, PLLC of City in connection with the preparation and execution of this Agreement, and Department and City hereby agree that at no time will such representation be construed, claimed, or deemed to be a breach of any fiduciary relationship, a conflict of interest, or a violation of any other obligation of any party.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Department have executed this Agreement for Fire-Related Services as of the date first above written.

CITY:

City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

DEPARTMENT:

Hermantown Volunteer Fire Department

By _____
Its President

And by _____
Its Secretary