



## **Hermantown City Council Meeting - Wednesday, July 5, 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](mailto: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 Wednesday, July 5, 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.

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### **City Council Meeting Wednesday, July 5, 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 Wednesday, July 5, 2023 at 4:30 p.m.  
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Wednesday, July 5, 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 23-109 through 23-120 placed on file 6
7. **PRESENTATIONS**
  - A. **2024 Personnel Budget** 8  
Kevin Orme, Director of Finance and Administration  
*(Pre-Agenda Only)*
  - B. **2024 Capital Improvement** 10  
Kevin Orme, Director of Finance and Administration  
*(Pre-Agenda Only)*
  - C. **Hermantown Area Hockey Association Fund Raising Effort**  
Shawna Jokinen, Committee Member  
*(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 June 20, 2023 City Council Continuation Minutes **18**
- B. **Accounts Payable** - Approve general city warrants from June 15, 2023 through June 30, 2023 in the amount of \$889,836.10 **30**

11. **ORDINANCES**

12. **RESOLUTIONS**

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

- A. **2023-85 Resolution Approving Amendments To Planned Unit Development For Red Tail Hawk Town Homes** **34**  
*(motion, roll call)*
- B. **2023-86 Resolution Approving A Special Use Permit For The Construction Of An Accessory Structure In Excess Of 1,200 Square Feet (1,792 Square Feet) Within A Recreational Shoreland Area** **45**  
*(motion, roll call)*
- C. **2023-87 Resolution Approving Final Plat Of Peyton Acres Phase 2a And Imposing Conditions On The Final Plat** **64**  
*(motion, roll call)*
- D. **2023-88 Resolution Approving A Special Use Permit For Grading And Filling Within A Recreational Environment Shoreland Overlay Area** **79**  
*(motion, roll call)*
- E. **2023-89 Resolution Approving A Special Use Permit For The Construction Of A Two- Family Home In A R-3 Residential Zoning District** **94**  
*(motion, roll call)*
- F. **2023-90 Resolution Awarding Contract For Play Structure Materials And Installation Services To Minnesota/Wisconsin Playground In The Amount Of \$150,000** **110**  
*(motion, roll call)*
- G. **2023-91 Resolution Authorizing The Preparation Of The Draft Alternative Urban Areawide Review (Auar) Document For The Hermantown Business Park** **129**

*(motion, roll call)*

- H. **2023-92 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Consulting Services With Baker Tilly (Independent Contractor)** **133**

*(motion, roll call)*

- I. **2023-93 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Survey Services For City of Hermantown Connector Trail With Alta Land Survey Company** **149**

*(motion, roll call)*

- J. **2023-94 Resolution Approving Insurance Coverage For The City Of Hermantown** **158**

*(motion, roll call)*

- K. **2023-95 Resolution Approving Authorization For Professional Services For Design, Bidding and Construction Administration Services By Braun Intertec Corporation** **213**

*(motion, roll call)*

- L. **2023-96 Resolution Approving The Employment Of Trish Crego As The Utility & Infrastructure Director** **222**

*(motion, roll call)*

- M. **2023-97 Resolution Calling A Public Hearing On The Establishment Of A Tax Increment Financing District No. 1-2: The Greenhouse** **235**

*(motion, roll call)*

13. **CLOSED SESSION**

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

*(motion, roll call)*

14. **RECESS**

## 2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
6/14/2023	23-109	Eric Johncon, Comm. Dev. Dir.	Board of Appeals & Adjustments	Langhals Enterprises, LLC, Variance, 5320 Miller Trunk Hwy.	6/13/2023
6/15/2023	23-110	Brandon Kohlts, WLSSD	City Clerk	WLSSD Solid Waste Mgmt. Plan - Public Comment Period	6/8/2023
6/20/2023	23-111	Daniel McCourtney, ALLETTE/MN Power	City of Hermantown	Notice of MN Power Filing of a Route Permit Application	6/13/2023
6/22/2023	23-112	MN Pollution Control Agency	John Mulder, City Administrator	MPCA Online Construction Stormwater Permit Application Status	6/22/2023
6/23/2023	23-113	Eric Johnson, Comm. Dev. Dir.	Planning Commission	SUP Zierden Builders, 5179 W Arrowhead Rd.	6/21/2023
6/23/2023	23-114	Eric Johnson, Comm. Dev. Dir.	Planning Commission	PUD Zierden Builders, Red Tail Hawk	6/21/2023
6/23/2023	23-115	Eric Johnson, Comm. Dev. Dir.	Planning Commission	JLG Enterprises, Peyton Acres Final Plat Phas 2A	6/21/2023
6/23/2023	23-116	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Hermantown Area Hockey Association (HAHA) SUP, 4307 Ugstad Rd.	6/21/2023
6/23/2023	23-117	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Hermantown Community Schools, CIDP, 5328 W Arrowhead Rd.	6/21/2023

## 2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
6/23/2023	23-118	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Dirt, Inc., CIDP, 3750 Midway Rd.	6/21/2023
6/23/2023	23-119	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Russ Bradley, SUP, 5106 Hermantown Rd.	6/21/2023
6/27/2023	23-120	Bruce Bergh, 3975 Stebner Rd.	Wayne Boucher, Mayor	Water Bill	6/27/23



**CITY COUNCIL MEETING DATE:** July 5, 2024

**TO:** Mayor & City Council

**FROM:** Kevin Orme, Director of Finance & Administration

**SUBJECT:** 2024 Personnel Budget

**RESOLUTION:**

**ORDINANCE:**

**OTHER:**

**REQUESTED ACTION**

No action required – information only

**BACKGROUND**

As we begin the 2024 budget process, we want to present the preliminary 2024 Personnel Budget Summary Staffing Report (attached). The 2024 Personnel Budget Summary currently includes:

- New Economic Development Position
- Negotiated wage increases (3rd year of 3 year contract)
- Estimated 10% health insurance increase
- New Fire Department model (2 full time staff plus on call staff)
- Increased overtime for Public Works and Police
- Election (no election in 2023)

The current overall General Fund payroll increase is 20.35%.

The 2024 Personnel Budget Summary is preliminary. This staffing plan will be presented again later this year as part of the overall approval of the 2024 budget and could materially change pending the outcome of a City wide rate study.

**SOURCE OF FUNDS (if applicable)**

N/A

**ATTACHMENTS**

2024 Personnel Budget Summary



**2024**

**City of Hermantown**

**Personnel Budget Summary**

<b>Department</b>	<b>Wages</b>	<b>Benefits</b>	<b>2024 Total Wages &amp; Benefits</b>	<b>2023 Budgeted Wages &amp; Benefits</b>	<b>Difference</b>	<b>% Change</b>
Council	32,400	3,237	35,637	35,730	(93)	-0.26%
Mayor	10,500	1,036	11,536	11,534	2	0.02%
Elections	30,793	4,678	35,471	-	35,471	
Administration/Finance	355,299	170,940	526,240	640,844	(114,604)	-17.88%
Communications	103,542	31,322	134,864	-	134,864	
Community Development	221,139	108,134	329,273	273,730	55,543	20.29%
City Hall Maintenance	60,585	33,614	94,199	82,051	12,148	14.81%
Fire	390,754	219,698	610,451	-	610,451	
Police	1,842,709	982,277	2,824,986	2,722,790	102,196	3.75%
Fire Hall	14,231	9,504	23,735	20,483	3,252	15.88%
Building Inspection	110,316	56,950	167,266	158,194	9,072	5.73%
Street	259,281	145,370	404,651	365,609	39,042	10.68%
Garage	15,726	9,119	24,845	21,861	2,984	13.65%
Parks	50,489	9,944	60,433	56,317	4,116	7.31%
Community Building	7,115	4,752	11,868	10,241	1,627	15.88%
Cemetery	5,521	1,279	6,800	6,346	454	7.15%
<b>Subtotal General Fund</b>	<b>3,510,400</b>	<b>1,791,855</b>	<b>5,302,255</b>	<b>4,405,730</b>	<b>896,525</b>	<b>20.35%</b>
Cable TV Fund	11,398	2,324	13,722	13,506	216	1.60%
Water Fund/Dist	193,862	120,783	314,645	292,531	22,114	7.56%
Water Fund/Admin	109,352	57,454	166,807	136,849	29,958	21.89%
Sewer Fund/Maint	143,078	88,959	232,037	215,838	16,199	7.51%
Sewer Fund/Admin	109,352	57,454	166,807	136,849	29,958	21.89%
Storm Water	83,482	46,339	129,822	107,698	22,124	20.54%
HEDA	51,686	22,883	74,569	36,572	37,997	103.90%
<b>Total Personnel</b>	<b>4,212,611</b>	<b>2,188,052</b>	<b>6,400,663</b>	<b>5,345,573</b>	<b>1,055,090</b>	<b>19.74%</b>



**CITY COUNCIL MEETING DATE:** July 5, 2024

**TO:** Mayor & City Council

**FROM:** Kevin Orme, Director of Finance & Administration

**SUBJECT:** 2024-2028 Capital Improvement Plan

**RESOLUTION:**

**ORDINANCE:**

**OTHER:**

**REQUESTED ACTION**

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

**BACKGROUND**

Attached is the 2024-2028 preliminary Capital Improvement Plan. We gave it to you in two formats: one by funding source and one by department. We request your input on the 2024-28 requests.

As you can see in the attached there are several funding sources for capital improvements. The amount funded by the levy is as follows and is more in this CIP than in previous CIP’s.

- General levy for equipment and building/parking lot maintenance – Average of \$743,375 per year for the next five years. The last few years it has been between \$400,000-\$500,000 per year.
- Debt levy for roads – Average of 2.3 million per year over the next five years. This would increase the levy 17% over that span (average of 3.4% per year). (Each time we borrow money to do a million dollars of road improvement that will add approximately 1.4% to the levy per year for the next 15 years.)

Please keep in mind the final decision on the 2024 budget is several months away.

**SOURCE OF FUNDS (if applicable)**

N/A

**ATTACHMENTS**

Capital Improvement Plan 2024-2028

City of Hermantown, Minnesota

*Capital Improvement Plan*

2024 thru 2028

**PROJECTS & FUNDING SOURCES BY DEPARTMENT**

Department	Project #	Priority	2024	2025	2026	2027	2028	Total
<b>Administration</b>								
Voting Machines <i>General Fund</i>	2027-02	1				35,000		35,000
						<i>35,000</i>		<i>35,000</i>
Computer Server <i>General Fund</i>	2028-01	1					30,000	30,000
							<i>30,000</i>	<i>30,000</i>
<b>Administration Total</b>						<b>35,000</b>	<b>30,000</b>	<b>65,000</b>
<b>City Hall</b>								
Epoxy Floors- PD Side <i>General Fund</i>	2024-01	2	20,966					20,966
			<i>20,966</i>					<i>20,966</i>
Training Center Blinds <i>General Fund</i>	2024-02	4				20,000		20,000
						<i>20,000</i>		<i>20,000</i>
Old City Hall-Entry Repairs & Accessibility Comp <i>General Fund</i>	2024-04	1	20,000					20,000
			<i>20,000</i>					<i>20,000</i>
Chiller Replacement - PD <i>General Fund</i>	2025-09	2			250,000			250,000
					<i>250,000</i>			<i>250,000</i>
HVAC Upgrades <i>General Fund</i>	2026-01	1				50,000		50,000
						<i>50,000</i>		<i>50,000</i>
<b>City Hall Total</b>			<b>40,966</b>		<b>250,000</b>	<b>70,000</b>		<b>360,966</b>
<b>Community Development</b>								
Hermantown Marketplace Sign <i>HEDA</i>	2023-01	3		125,000				125,000
				<i>125,000</i>				<i>125,000</i>
Fichtner Fields Restructure Improvements <i>Community Rec Initiative Sales Tax</i>	2024-07	2	3,800,000					3,800,000
			<i>3,800,000</i>					<i>3,800,000</i>
Hockey Arena-Community Rec Initiative <i>Bond</i>	2024-12	2	19,440,000					19,440,000
			<i>7,000,000</i>					<i>7,000,000</i>
			<i>10,840,000</i>					<i>10,840,000</i>
			<i>1,600,000</i>					<i>1,600,000</i>
Munger Trail Connector <i>Community Rec Initiative Sales Tax</i> <i>GMRPTC Grant</i>	PK-18-002	1	2,000,000	1,800,000	1,000,000	500,000		5,300,000
			<i>2,000,000</i>	<i>1,000,000</i>	<i>1,000,000</i>	<i>500,000</i>		<i>4,500,000</i>
				<i>800,000</i>				<i>800,000</i>
<b>Community Development Total</b>			<b>25,240,000</b>	<b>1,925,000</b>	<b>1,000,000</b>	<b>500,000</b>		<b>28,665,000</b>
<b>Fire Department</b>								
FD Hall 1 Unit Heater Installation <i>Municipal Building Reserve</i>	2025-10	2		20,000				20,000
				<i>20,000</i>				<i>20,000</i>
Fire Truck/Ladder Truck <i>General Fund</i> <i>Other Grants</i>	2025-13	2			1,800,000			1,800,000
					<i>900,000</i>			<i>900,000</i>
					<i>900,000</i>			<i>900,000</i>
Rescue Truck <i>General Fund</i>	2028-05	n/a					75,000	75,000
							<i>75,000</i>	<i>75,000</i>

Department	Project #	Priority	2024	2025	2026	2027	2028	Total
<b>Fire Department Total</b>				<b>20,000</b>	<b>1,800,000</b>		<b>75,000</b>	<b>1,895,000</b>
<b>Police</b>								
ARMER Radio Replacement <i>General Fund</i>	2023-02	1	70,000 70,000					70,000 70,000
Squad Cameras, Tasers, Body Cameras <i>General Fund</i>	2023-16	1					250,000 250,000	250,000 250,000
Squad Tablets <i>General Fund</i>	2025-04	1		90,000 90,000				90,000 90,000
Police Flooring <i>General Fund</i>	2026-11	1			40,000 40,000			40,000 40,000
Squads <i>General Fund</i>	Squads	1	130,000 130,000	130,000 130,000	135,000 135,000	135,000 135,000	140,000 140,000	670,000 670,000
<b>Police Total</b>			<b>200,000</b>	<b>220,000</b>	<b>175,000</b>	<b>135,000</b>	<b>390,000</b>	<b>1,120,000</b>
<b>Public Works</b>								
Motor Grader LEASE <i>General Fund</i>	2021-01	1	60,970 60,970	60,970 60,970	60,970 60,970			182,910 182,910
Water Meter Radio Conversion to AMI <i>Sales Tax</i>	2022-05	1	325,000 325,000					325,000 325,000
1 Ton Ext Cab Truck <i>General Fund</i> <i>Sewer Fund</i> <i>Water Fund</i>	2023-06	1	80,000 30,000 25,000 25,000					80,000 30,000 25,000 25,000
Lightning Drive Sewer Spur <i>Sales Tax</i>	2023-07	1	265,000 265,000	1,650,000 1,650,000				1,915,000 1,915,000
Bobcat Toolcat w/Tracks <i>General Fund</i>	2023-15	1				75,000 75,000		75,000 75,000
Birch Valley Sanitary Sewer Spur <i>Sales Tax</i>	2024-03	1			150,000 150,000	150,000 150,000	5,000,000 5,000,000	5,300,000 5,300,000
Tracked Skidsteer <i>General Fund</i>	2024-05	2			97,500 97,500			97,500 97,500
12' Mower <i>General Fund</i>	2024-06	2	95,000 95,000					95,000 95,000
Steamer Trailer <i>Storm Water</i>	2024-11	1		65,500 65,500				65,500 65,500
Materials Storage Building <i>General Fund</i> <i>Sewer Fund</i> <i>Storm Water</i> <i>Water Fund</i>	2024-13	n/a				450,000 75,000 150,000 75,000 150,000		450,000 75,000 150,000 75,000 150,000
Tandem Plow Truck <i>General Fund</i> <i>Sewer Fund</i> <i>Storm Water</i> <i>Water Fund</i>	2025-01	1		315,000 200,000 15,000 50,000 50,000				315,000 200,000 15,000 50,000 50,000
624 Loader <i>General Fund</i> <i>Sewer Fund</i> <i>Water Fund</i>	2025-02	1			310,500 190,500 60,000 60,000			310,500 190,500 60,000 60,000
Roof Replacement at Public Works Building <i>General Fund</i>	2026-02	1			500,000 500,000			500,000 500,000

Department	Project #	Priority	2024	2025	2026	2027	2028	Total
Sealcoat Stebner Park Parking Lots <i>General Fund</i>	2026-03	1			85,000 85,000			85,000 85,000
Rubber Tire Loader <i>General Fund</i> <i>Water Fund</i>	2026-05	1					170,000 100,000 70,000	170,000 100,000 70,000
Getchell Waterline Replacement <i>Sales Tax</i>	2026-06	1			150,000 150,000	1,400,000 1,400,000		1,550,000 1,550,000
Tandem Plow Truck <i>General Fund</i> <i>Sewer Fund</i> <i>Water Fund</i>	2027-01	1				330,000 110,000 110,000 110,000		330,000 110,000 110,000 110,000
Excavator <i>General Fund</i> <i>Water Fund</i>	2028-04	1					225,000 125,000 100,000	225,000 125,000 100,000
Lift Stations <i>Sewer Fund</i>	Lift Station	2	40,000 40,000	40,000 40,000	40,000 40,000			120,000 120,000
<b>Public Works Total</b>			<b>865,970</b>	<b>2,131,470</b>	<b>1,393,970</b>	<b>2,405,000</b>	<b>5,395,000</b>	<b>12,191,410</b>

### Streets

Lightning Dr and Thunder Chief and Getchell <i>Assessment</i> <i>Bonds General Fund</i> <i>Sales Tax</i> <i>Storm Water</i>	2023-08	1		5,905,536 480,000 1,090,000 4,325,536 10,000				5,905,536 480,000 1,090,000 4,325,536 10,000
Hermantown Rd - Hwy 2 Midway <i>Assessment</i> <i>Bonds General Fund</i> <i>Storm Water</i>	2023-11	2	4,400,000 1,000,000 3,200,000 200,000					4,400,000 1,000,000 3,200,000 200,000
Hermantown Road Bridge <i>State Aid - MSA</i> <i>Storm Water</i>	2023-12	2	1,000,000 850,000 150,000					1,000,000 850,000 150,000
Lindahl Rd <i>Assessment</i> <i>Bonds General Fund</i> <i>Storm Water</i>	2024-09	1		503,039 176,000 277,039 50,000				503,039 176,000 277,039 50,000
Stebner Rd- Morris Thomas to Maple Grove <i>Bonds General Fund</i> <i>State Aid - MSA</i>	2026-04	2			1,754,788 877,394 877,394			1,754,788 877,394 877,394
Hermantown Rd- Haines-Okerstrom <i>Assessment</i> <i>Federal</i>	2027-04	2				2,585,387 250,000 2,335,387		2,585,387 250,000 2,335,387
Ugstad Rd- St. Louis River Rd to Morris Thomas Rd <i>Assessment</i> <i>Bonds General Fund</i>	2027-05	2			3,421,422 225,000 3,196,422			3,421,422 225,000 3,196,422
Oak Ridge Drive Stebner- E .5 miles <i>Assessment</i> <i>Bonds General Fund</i>	2028-06	2					2,372,473 340,000 2,032,473	2,372,473 340,000 2,032,473
Hermantown Rd- Stebner to Ugstad <i>Assessment</i> <i>Bonds General Fund</i> <i>State Aid - MSA</i>	2028-07	2					2,688,803 700,000 994,402 994,401	2,688,803 700,000 994,402 994,401
Chip Seal Projects <i>Bonds General Fund</i>	Chip Sealing	1	116,986 116,986		62,441 62,441			179,427 179,427

<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
<b>Streets Total</b>			5,516,986	6,408,575	5,238,651	2,585,387	5,061,276	24,810,875
<b>GRAND TOTAL</b>			31,863,922	10,705,045	9,857,621	5,730,387	10,951,276	69,108,251

City of Hermantown, Minnesota

*Capital Improvement Plan*

2024 thru 2028

**PROJECTS BY FUNDING SOURCE**

Source	Project #	Priority	2024	2025	2026	2027	2028	Total
<b>Assessment</b>								
Lightning Dr and Thunder Chief and Getchell	2023-08	1		480,000				480,000
Hermantown Rd - Hwy 2 Midway	2023-11	2	1,000,000					1,000,000
Lindahl Rd	2024-09	1		176,000				176,000
Hermantown Rd- Haines-Okerstrom	2027-04	2				250,000		250,000
Ugstad Rd- St. Louis River Rd to Morris Thomas Rd	2027-05	2			225,000			225,000
Oak Ridge Drive Stebner- E .5 miles	2028-06	2					340,000	340,000
Hermantown Rd- Stebner to Ugstad	2028-07	2					700,000	700,000
<b>Assessment Total</b>			<b>1,000,000</b>	<b>656,000</b>	<b>225,000</b>	<b>250,000</b>	<b>1,040,000</b>	<b>3,171,000</b>
<b>Bond</b>								
Hockey Arena-Community Rec Initiative	2024-12	2	7,000,000					7,000,000
<b>Bond Total</b>			<b>7,000,000</b>					<b>7,000,000</b>
<b>Bonds General Fund</b>								
Lightning Dr and Thunder Chief and Getchell	2023-08	1		1,090,000				1,090,000
Hermantown Rd - Hwy 2 Midway	2023-11	2	3,200,000					3,200,000
Lindahl Rd	2024-09	1		277,039				277,039
Stebner Rd- Morris Thomas to Maple Grove	2026-04	2			877,394			877,394
Ugstad Rd- St. Louis River Rd to Morris Thomas Rd	2027-05	2			3,196,422			3,196,422
Oak Ridge Drive Stebner- E .5 miles	2028-06	2					2,032,473	2,032,473
Hermantown Rd- Stebner to Ugstad	2028-07	2					994,402	994,402
Chip Seal Projects	Chip Sealing	1	116,986		62,441			179,427
<b>Bonds General Fund Total</b>			<b>3,316,986</b>	<b>1,367,039</b>	<b>4,136,257</b>		<b>3,026,875</b>	<b>11,847,157</b>
<b>Community Rec Initiative Sales Tax</b>								
Fichtner Fields Restructure Improvements	2024-07	2	3,800,000					3,800,000
Hockey Arena-Community Rec Initiative	2024-12	2	10,840,000					10,840,000
Munger Trail Connector	PK-18-002	1	2,000,000	1,000,000	1,000,000	500,000		4,500,000
<b>Community Rec Initiative Sales Tax Total</b>			<b>16,640,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>500,000</b>		<b>19,140,000</b>
<b>Federal</b>								
Hermantown Rd- Haines-Okerstrom	2027-04	2				2,335,387		2,335,387
<b>Federal Total</b>						<b>2,335,387</b>		<b>2,335,387</b>
<b>General Fund</b>								
Motor Grader LEASE	2021-01	1	60,970	60,970	60,970			182,910
ARMER Radio Replacement	2023-02	1	70,000					70,000

Source	Project #	Priority	2024	2025	2026	2027	2028	Total
1 Ton Ext Cab Truck	2023-06	1	30,000					30,000
Bobcat Toolcat w/Tracks	2023-15	1				75,000		75,000
Squad Cameras, Tasers, Body Cameras	2023-16	1					250,000	250,000
Epoxy Floors- PD Side	2024-01	2	20,966					20,966
Training Center Blinds	2024-02	4				20,000		20,000
Old City Hall-Entry Repairs & Accessibility Comp	2024-04	1	20,000					20,000
Tracked Skidsteer	2024-05	2			97,500			97,500
12' Mower	2024-06	2	95,000					95,000
Materials Storage Building	2024-13	n/a				75,000		75,000
Tandem Plow Truck	2025-01	1		200,000				200,000
624 Loader	2025-02	1			190,500			190,500
Squad Tablets	2025-04	1		90,000				90,000
Chiller Replacement - PD	2025-09	2			250,000			250,000
Fire Truck/Ladder Truck	2025-13	2			900,000			900,000
HVAC Upgrades	2026-01	1				50,000		50,000
Roof Replacement at Public Works Building	2026-02	1			500,000			500,000
Sealcoat Stebner Park Parking Lots	2026-03	1			85,000			85,000
Rubber Tire Loader	2026-05	1					100,000	100,000
Police Flooring	2026-11	1			40,000			40,000
Tandem Plow Truck	2027-01	1				110,000		110,000
Voting Machines	2027-02	1				35,000		35,000
Computer Server	2028-01	1					30,000	30,000
Excavator	2028-04	1					125,000	125,000
Rescue Truck	2028-05	n/a					75,000	75,000
Squads	Squads	1	130,000	130,000	135,000	135,000	140,000	670,000
<b>General Fund Total</b>			<b>426,936</b>	<b>480,970</b>	<b>2,258,970</b>	<b>500,000</b>	<b>720,000</b>	<b>4,386,876</b>

**GMRPTC Grant**

Munger Trail Connector	PK-18-002	1		800,000				800,000
<b>GMRPTC Grant Total</b>				<b>800,000</b>				<b>800,000</b>

**HEDA**

Hermantown Marketplace Sign	2023-01	3		125,000				125,000
<b>HEDA Total</b>				<b>125,000</b>				<b>125,000</b>

**Municipal Building Reserve**

FD Hall 1 Unit Heater Installation	2025-10	2		20,000				20,000
<b>Municipal Building Reserve Total</b>				<b>20,000</b>				<b>20,000</b>

**Naming Rights**

Hockey Arena-Community Rec Initiative	2024-12	2	1,600,000					1,600,000
<b>Naming Rights Total</b>			<b>1,600,000</b>					<b>1,600,000</b>

**Other Grants**

Fire Truck/Ladder Truck	2025-13	2			900,000			900,000
<b>Other Grants Total</b>					<b>900,000</b>			<b>900,000</b>



Source	Project #	Priority	2024	2025	2026	2027	2028	Total
<b>Sales Tax</b>								
Water Meter Radio Conversion to AMI	2022-05	1	325,000					325,000
Lightning Drive Sewer Spur	2023-07	1	265,000	1,650,000				1,915,000
Lightning Dr and Thunder Chief and Getchell	2023-08	1		4,325,536				4,325,536
Birch Valley Sanitary Sewer Spur	2024-03	1			150,000	150,000	5,000,000	5,300,000
Getchell Waterline Replacement	2026-06	1			150,000	1,400,000		1,550,000
<b>Sales Tax Total</b>			<b>590,000</b>	<b>5,975,536</b>	<b>300,000</b>	<b>1,550,000</b>	<b>5,000,000</b>	<b>13,415,536</b>
<b>Sewer Fund</b>								
1 Ton Ext Cab Truck	2023-06	1	25,000					25,000
Materials Storage Building	2024-13	n/a				150,000		150,000
Tandem Plow Truck	2025-01	1		15,000				15,000
624 Loader	2025-02	1			60,000			60,000
Tandem Plow Truck	2027-01	1				110,000		110,000
Lift Stations	Lift Station	2	40,000	40,000	40,000			120,000
<b>Sewer Fund Total</b>			<b>65,000</b>	<b>55,000</b>	<b>100,000</b>	<b>260,000</b>		<b>480,000</b>
<b>State Aid - MSA</b>								
Hermantown Road Bridge	2023-12	2	850,000					850,000
Stebner Rd- Morris Thomas to Maple Grove	2026-04	2			877,394			877,394
Hermantown Rd- Stebner to Ugstad	2028-07	2					994,401	994,401
<b>State Aid - MSA Total</b>			<b>850,000</b>		<b>877,394</b>		<b>994,401</b>	<b>2,721,795</b>
<b>Storm Water</b>								
Lightning Dr and Thunder Chief and Getchell	2023-08	1		10,000				10,000
Hermantown Rd - Hwy 2 Midway	2023-11	2	200,000					200,000
Hermantown Road Bridge	2023-12	2	150,000					150,000
Lindahl Rd	2024-09	1		50,000				50,000
Steamer Trailer	2024-11	1		65,500				65,500
Materials Storage Building	2024-13	n/a				75,000		75,000
Tandem Plow Truck	2025-01	1		50,000				50,000
<b>Storm Water Total</b>			<b>350,000</b>	<b>175,500</b>		<b>75,000</b>		<b>600,500</b>
<b>Water Fund</b>								
1 Ton Ext Cab Truck	2023-06	1	25,000					25,000
Materials Storage Building	2024-13	n/a				150,000		150,000
Tandem Plow Truck	2025-01	1		50,000				50,000
624 Loader	2025-02	1			60,000			60,000
Rubber Tire Loader	2026-05	1					70,000	70,000
Tandem Plow Truck	2027-01	1				110,000		110,000
Excavator	2028-04	1					100,000	100,000
<b>Water Fund Total</b>			<b>25,000</b>	<b>50,000</b>	<b>60,000</b>	<b>260,000</b>	<b>170,000</b>	<b>565,000</b>
<b>GRAND TOTAL</b>			<b>31,863,922</b>	<b>10,705,045</b>	<b>9,857,621</b>	<b>5,730,387</b>	<b>10,951,276</b>	<b>69,108,251</b>

**CITY OF HERMANTOWN  
CITY COUNCIL MEETING**

Tuesday, June 20, 2023  
6:30 PM Central

**MEETING CONDUCTED IN PERSON & VIA ZOOM**

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

**CITY STAFF:** John Mulder, City Administrator; Alissa Wentzlaff, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications & Community Engagement Director; Kevin Orme, Director of Finance & Administration; David Bolf, City Engineer; Gunnar Johnson, City Attorney

**VISITORS:**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**

A. Correspondence 23-95 through 23-108 are placed on file

7. **PRESENTATIONS**

**A. Legislative Re-Cap**

Jeff Anderson, Costin Group, Inc  
Erik Simonson, Coalition of Greater MN Cities  
(*Pre-Agenda Only*)

**B. Report on Audit for Year Ending 12/31/2022**

Lance Lauinger, CPA - CliftonLarsonAllen LLP  
(report sent under separate cover - and available on City's Website)  
(*Pre-Agenda Only*)

**C. Change Orders for Road Projects**

David Bolf, City Engineer  
(Pre-Agenda Only)

**D. Legislative Re-cap**

State Senator Grant Hauschild  
State Representative Natalie Zeleznikar  
(Regular Meeting only)

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

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

AAD Shrine Dance	5152 Miller Trunk Hwy	On Sale / Sunday /
Beacon Sports Bar Dance	5044 Hermantown Rd	On Sale / Sunday /
Chalet Lounge	4833 Miller Trunk Hwy	On Sale / Sunday
Famous Dave's Bar-B-Que	4135 Richard Ave	On Sale / Sunday
Foster's Sports Bar & Grill	4767 W. Arrowhead Rd	On Sale / Sunday
Maya Mexican Restaurant	4702 Miller Trunk Hwy	On Sale / Sunday*
McKenzie's Bar & Grill	5094 Miller Trunk Hwy	On Sale / Sunday
Outback Steakhouse	4255 Haines Rd	On Sale / Sunday
Skyline Social & Games	4894 Miller Trunk Hwy	On Sale / Sunday
The Social House	4897 Miller Trunk Hwy	On Sale / Sunday
Valentini's	4960 Miller Trunk Hwy	On Sale / Sunday

\*Contingent upon all paperwork being received

(motion, roll call)

Motion to approve the following renewal of On Sale Intoxicating Liquor Licenses: AAD Shrine 5152 Miller Trunk Hwy On Sale / Sunday / Dance Beacon Sports Bar 5044 Hermantown Rd On Sale / Sunday / Dance Chalet Lounge 4833 Miller Trunk Hwy On Sale / Sunday Famous Dave's Bar-B-Que 4135 Richard Ave On Sale / Sunday Foster's Sports Bar & Grill 4767 W. Arrowhead Rd On Sale / Sunday Maya Mexican Restaurant 4702 Miller Trunk Hwy On Sale / Sunday\* McKenzie's Bar & Grill 5094 Miller Trunk Hwy On Sale / Sunday Outback Steakhouse 4255 Haines Rd On Sale / Sunday Skyline Social & Games 4894 Miller Trunk Hwy On Sale / Sunday The Social House 4897 Miller Trunk Hwy On Sale / Sunday Valentini's 4960 Miller Trunk Hwy On Sale / Sunday \*Contingent upon all paperwork being received (motion, roll call). 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**B. Motion to approve/deny the following renewal of On Sale Wine/Strong Beer  
Liquor License:**

China Star Restaurant	4227 Haines Rd	Wine / Strong Beer*
Do North Pizzeria Sunday	5116 Miller Trunk Hwy	Wine / Strong Beer / Sunday
Sammy's Pizza Sunday	4310 Menard Dr	Wine / Strong Beer / Sunday
The King of Creams	4140 Richard Ave	Wine / Strong Beer

\*Contingent upon all paperwork being received

*(motion, roll call)*

Motion to approve the following renewal of On Sale Wine/Strong Beer Liquor License: China Star Restaurant 4227 Haines Rd Wine / Strong Beer\* Do North Pizzeria 5116 Miller Trunk Hwy Wine / Strong Beer / Sunday Sammy's Pizza 4310 Menard Dr. Wine / Strong Beer / Sunday The King of Creams 4140 Richard Ave Wine / Strong Beer \*Contingent upon all paperwork being received. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**C. Motion to approve/deny the following renewal of Off Sale Intoxicating  
Liquor Licenses:**

Adolph Store	3706 Midway Rd	Off Sale
Sam's Club #6320	4743 Maple Grove Rd	Off Sale

*(motion, roll call)*

Motion to approve the following renewal of Off Sale Intoxicating Liquor Licenses: Adolph Store 3706 Midway Rd Off Sale Sam's Club #6320 4743 Maple Grove Rd Off Sale. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**D. Motion to approve/deny the following renewal of Off Sale 3.2 Malt Liquor Licenses:**

Holiday Stationstores #190	4795 Miller Trunk Hwy	Off Sale / 3.2
Kwik Trip #216	4805 Miller Trunk Hwy	Off Sale / 3.2
Kwik Trip #220	4978 Miller Trunk Hwy	Off Sale / 3.2
Kwik Trip #572	4145 Haines Rd	Off Sale / 3.2
Walmart #1757	4740 Loberg Ave	Off Sale / 3.2

*(motion, roll call)*

Motion to approve the following renewal of Off Sale 3.2 Malt Liquor Licenses: Holiday Stationstores #190 4795 Miller Trunk Hwy Off Sale / 3.2 Kwik Trip #216 4805 Miller Trunk Hwy Off Sale / 3.2 Kwik Trip #220 4978 Miller Trunk Hwy Off Sale / 3.2 Kwik Trip #572 4145 Haines Rd Off Sale / 3.2 Walmart #1757 4740 Loberg Ave Off Sale / 3.2 (motion, roll call). 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**E. Motion to approve/deny the Temporary Service Area Expansion Application for the Beacon Sports Bar for Summerfest on July 21<sup>st</sup> & 22<sup>nd</sup>, 2023 with proposed hours of sale from 10:00 a.m. to 1:00 a.m.**

*(motion, roll call)*

Motion to approve the Temporary Service Area Expansion Application for the Beacon Sports Bar for Summerfest on July 21st & 22nd, 2023 with proposed hours of sale from 10:00 a.m. to 1:00 a.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: Absent  
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of June 5, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from June 1, 2023 through June 15, 2023 in the amount of \$703,242.21

Motion to approve the Consent Agenda. 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: Absent  
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

11. **ORDINANCES**

A. **2023-04 An Ordinance Amending And Restating Chapter 14, Signs And Ground Signs, Of The Hermantown City Code**

*(second reading)*  
*(motion, roll call)*

Motion to approve 2023-04 An Ordinance Amending And Restating Chapter 14, Signs And Ground Signs, Of The Hermantown City Code. 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: Absent  
Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

B. **2023-05 An Ordinance Amending Chapter 9, Utilities And Services, Of The Hermantown City Code By Modifying The Rules Governing The Collection On Delinquent Utility Accounts**

*(second reading)*  
*(motion, roll call)*

Motion to approve 2023-05 An Ordinance Amending Chapter 9, Utilities And Services, Of The Hermantown City Code By Modifying The Rules Governing The Collection On Delinquent Utility Accounts. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

12. **RESOLUTIONS**

**A. 2023-75 Resolution Authorizing A Summary Of An Ordinance Amending And Restating Chapter 14, Signs And Ground Signs, Of The Hermantown City Code**

*(motion, roll call)*

Motion to approve 2023-75 Resolution Authorizing A Summary Of An Ordinance Amending And Restating Chapter 14, Signs And Ground Signs, Of The Hermantown City Code. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**B. 2023-76 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between The Minnesota Department Of Revenue And The City Of Hermantown For The Collection Of A Local Sales Tax**

*(motion, roll call)*

Motion to approve 2023- 76 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement Between The Minnesota Department Of Revenue And The City Of Hermantown For The Collection Of A Local Sales Tax. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**C. 2023-77 Resolution Approving Change Orders Numbers 1 Through 7 For Road Improvement Project 534 (Ugstad & Arrowhead Roads)**

*(motion, roll call)*

Motion to approve 2023-77 Resolution Approving Change Orders Numbers 1 Through 7 For Road Improvement Project 534 (Ugstad & Arrowhead Roads). 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**D. 2023-78 Resolution Approving Pay Request Number 1 For Road Improvement District 534 To Ulland Brothers, Inc In The Amount Of \$324,420.49**

*(motion, roll call)*

Motion to approve Resolution 2023-78 Resolution Approving Pay Request Number 1 For Road Improvement District 534 To Ulland Brothers, Inc In The Amount Of \$324,420.49. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**E. 2023-79 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Jenna M. And Reid T. Lund For The Okerstrom Sewer And Road Improvement**



*(motion, roll call)*

Motion to approve 2023-79 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Jenna M. And Reid T. Lund For The Okerstrom Sewer And Road Improvement. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**F. 2023-80 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From David D. and Mary Jo Miller For The Okerstrom Sewer And Road Improvement**

*(motion, roll call)*

Motion to approve 2023-80 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From David D. and Mary Jo Miller For The Okerstrom Sewer And Road Improvement. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**G. 2023-81 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gregory a/k/a Greg Privette and Sara Seehus-Privette The Okerstrom Sewer And Road Improvement**

*(motion, roll call)*

Motion to approve 2023-81 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of

Hermantown From Gregory a/k/a Greg Privette and Sara Seehus-Privette The Okerstrom Sewer And Road Improvement. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**H. 2023-82 Resolution Receiving Bids And Awarding Contract To Veit & Company, Inc For Sewer Improvement Project No. 451 (Okerstrom Road And Sewer) In The Amount Of \$934,142**

*(motion, roll call)*

Motion to approve 2023-82 Resolution Receiving Bids And Awarding Contract To Veit & Company, Inc For Sewer Improvement Project No. 451 (Okerstrom Road And Sewer) In The Amount Of \$934,142. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**I. 2023-83 Resolution Approving Change Order Number 1 and Pay Application Number 1 for the Lindahl Road Bridge Removal**

*(motion, roll call)*

Motion to approve 2023-83 Resolution Approving Change Order Number 1 and Pay Application Number 1 for the Lindahl Road Bridge Removal. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**J. 2023-84 Resolution Adopting Performance Measures**

*(motion, roll call)*

Motion to approve 2023-84 Resolution Adopting Performance Measures. 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: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

**13. CLOSED SESSION**

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

*(motion, roll call)*

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

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Absent  
Mayor Wayne Boucher: Yea  
Yea: 4, Nay: 0, Absent: 1

Motion to reconvene into open session. This motion made by Andy Hjelle, seconded by Brian LeBlanc at 8:18. Motion carried.

14. **RECESS**

Motion to recess at 8:19 p.m. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Absent

Mayor Wayne Boucher: Yea

Yea: 4, Nay: 0, Absent: 1

---

Mayor

ATTEST:

---

City Clerk



**CITY OF HERMANTOWN**

CHECKS #69998-70037  
06/16/2023-06/30/2023

PAYROLL CHECKS

Electronic Checks - #-67750-67794 80,200.23

Electronic Checks - #-67694-67744 88,541.85

LIABILITY CHECKS

Electronic Checks - #-67745-67749 \$60,255.91

Electronic Checks - #-67688-67693 \$62,528.06

Checks - #70031-70037 \$6,652.18

**PAYROLL EXPENSE TOTAL \$298,178.23**

ACCOUNTS PAYABLE

Checks - #69998-70030 \$178,259.26

Electronic Payments #-99311-99325 \$413,398.61

**ACCOUNTS PAYABLE TOTAL \$591,657.87**

**TOTAL \$889,836.10**

CITY OF HERMANTOWN, MN 06/15/2023-06/31/2023  
 Check # is between 69998 and 70030 or Check # is between -99325 and -99311

6/29/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	EMPOWER RETIREMENT	Bob Miller Sick & VAC HCSP	14,291.81	-99325
602	494500	Sewer Maintenance	EMPOWER RETIREMENT	Bob Miller Sick & VAC HCSP	8,575.08	-99325
603	441100	Storm Water	EMPOWER RETIREMENT	Bob Miller Sick & VAC HCSP	5,716.72	-99325
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C308	96.00	-99324
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,938.22	-99323
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,878.54	-99323
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	109.64	-99323
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	120.53	-99323
101	431901	City Garage	MN POWER	4971 Lightning Dr	305.98	-99323
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	40.07	-99323
101	452100	Parks	MN POWER	Little Leagues	54.10	-99323
101	452100	Parks	MN POWER	Parks	627.10	-99323
601	494400	Water Administration and General	MN POWER	Water	686.03	-99323
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	183.59	-99323
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	122.39	-99323
602	494900	Sewer Administration and General	MN POWER	Sewer	767.02	-99323
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	14,388.05	-99323
101	452200	Community Building	MN POWER	Community Bldg	574.13	-99323
275	452200	Community Building	MN POWER	EWC Garage	18.36	-99323
605	431160	Street Lighting	MN POWER	Street Lights	402.32	-99323
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	20.01	-99323
605	431160	Street Lighting	MN POWER	Street Lights	741.23	-99323
605	431160	Street Lighting	MN POWER	Street Lights	470.85	-99323
605	431160	Street Lighting	MN POWER	Street Lights	361.09	-99323
605	431160	Street Lighting	MN POWER	Overhead St Lights	474.44	-99323
605	431160	Street Lighting	MN POWER	Traffic Lights	949.11	-99323
416	452100	Parks	BRAUN INTERTEC CORPORATION	Fitchner Park Improvements	5,050.00	-99322
230	465100	HEDA	BRAUN INTERTEC CORPORATION	Future Business Park Site - AU	14,100.00	-99322
101	421100	Police Administration	CERTIFIED CRIME FIGHTER	Annual Subscriptions	1,536.00	-99321
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	New Receiver - PD	2,054.45	-99320
101	415300	Administration & Finance	FORUM COMMUNICATIONS	City Clerk Ad	824.50	-99319
101	419901	City Hall & Police Building Maintenance	GOODIN COMPANY INC	Cooler & Bottle Fill Station	2,124.22	-99318
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Clean Liftstation	4,000.00	-99317
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Clean MH - Econolodge & 53	700.00	-99317
101	431100	Street Department	LIFTPRO	Hammerlock	90.60	-99316
101	431100	Street Department	MACQUEEN EQUIPMENT, LLC	Replace Main Broom	452.61	-99315
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts	151.44	-99314
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Okerstrom Rd Culvert	2,890.00	-99313

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	PER MAR SECURITY SERVICES INC	CCTV 7-01-2023 - 9/30/2023	91.89	-99312
402	431150	Street Improvements	ULLAND BROTHERS INC	Ugstad Rd Improvements	324,420.49	-99311
602	494500	Sewer Maintenance	ADVANCED SERVICES, INC.	Emergency Sewer Pumping	1,200.00	69998
230	214500	Escrow Deposits Payable	ALTA LAND SURVEY CO INC	Parcel Split	650.00	69999
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	May 2023 Boarding	1,200.00	70000
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	47.12	70001
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	47.13	70001
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	47.13	70001
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 05/28/23-06/27/23	79.98	70002
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	70003
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	80.35	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70003
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70003
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	70003
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70003
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	70003
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70003
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	70003
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70003
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	219.49	70003
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	May Water Charges	85,037.09	70004
601	494300	Water Distribution	CORE & MAIN LP	Inhouse water meter setters	3,505.07	70005
601	494300	Water Distribution	CORE & MAIN LP	3/4" Check Valves	623.51	70005
460	465100	HEDA	EHLERS & ASSOCIATES INC	TIF Reporting - 2022	463.75	70006
323	471000	Debt Service	EHLERS & ASSOCIATES INC	GO Cap Impro Plan Bonds, Serie	3,750.00	70006
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	1,435.00	70007
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Waterline Cap - Haines/Anderso	479.37	70008
101	419901	City Hall & Police Building Maintenance	FIREPRO SPRINKLER SPECIALISTS, INC	Annual Sprinkler Inspect FH/PD	365.00	70009
101	419901	City Hall & Police Building Maintenance	FIREPRO SPRINKLER SPECIALISTS, INC	Annual Sprinkler Inspect CH	336.00	70009
101	214000	Security Deposits Payable	HALLFRISCH, MOLLY	Reimburse Pavilion Rental	75.00	70010
101	362210	Park Rental Fees	HALLFRISCH, MOLLY	Reimburse Pavilion Rental	25.00	70010
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Public Hearing Board of Appeal	49.50	70011
101	421100	Police Administration	HERMANTOWN STAR LLC	Police Records Tech Ad	41.25	70011
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update	2,587.50	70012



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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Marker/Card Holder/Dry Erase B	144.57	70013
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Post-It Notes	14.51	70013
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C308	99.70	70014
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C458	276.69	70014
101	431100	Street Department	JAKE'S COMPANIES LLC	Road CaCl	16,807.70	70015
101	431100	Street Department	JAKE'S COMPANIES LLC	Road CaCl	15,210.00	70015
101	419901	City Hall & Police Building Maintenance	MENARD INC	Hose/Reflectors/Castors	32.23	70016
101	419901	City Hall & Police Building Maintenance	MENARD INC	Tape/Bonder/Batteries	48.05	70016
101	452100	Parks	MENARD INC	Trimmer Cord	26.36	70016
601	494300	Water Distribution	MENARD INC	Towels/Wash - H25	21.27	70016
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,688.63	70017
101	431100	Street Department	MONARCH PAVING COMPANY	Pothole Mix	1,100.93	70018
101	452100	Parks	MTI DISTRIBUTING, INC.	Sprinkler Parts - Stebner	63.39	70019
101	452100	Parks	MTI DISTRIBUTING, INC.	Circuit Board - Sprinkler Syst	363.05	70019
101	452100	Parks	MTI DISTRIBUTING, INC.	Sprinkler Stator Assembly	826.74	70019
101	452100	Parks	NORTHLAND LAWN & SPORT INC	Repairs to Wire Harness 1600 W	593.22	70020
245	465100	HEDA	NORTHSPAN GROUP INC	Business Grant Study ARPA	345.36	70021
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material	15,787.80	70022
101	415300	Administration & Finance	SHEL/DON GROUP INC	Project Boards	228.66	70023
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract	164.24	70024
101	421100	Police Administration	STREICHER'S	Ammo	2,920.00	70025
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 19	59.53	70026
601	494300	Water Distribution	UTILITYLOGIC	Locator Wand	5,782.50	70027
601	494300	Water Distribution	UTILITYLOGIC	Magnetic Locator	1,185.00	70027
602	494500	Sewer Maintenance	UTILITYLOGIC	Locator Wand	5,782.50	70027
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	May 2023 Bill Print	542.68	70028
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	May 2023 Bill Print	542.69	70028
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	May 2023 Bill Print	542.69	70028
101	214000	Security Deposits Payable	WENTZEL, JAMIE	Refund - Pavilion Deposit	75.00	70029
101	415300	Administration & Finance	WICKLUND, JOE	Registration	70.00	70030
101	417200	Communications	WICKLUND, JOE	Subscriptions	267.40	70030
101	417200	Communications	WICKLUND, JOE	Coffee	55.55	70030

Totals: 108 records printed

33

591,657.87



**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Planned Unit Development Amendment – Red Tail Hawk Town Homes

**RESOLUTION:** 2023-85       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approval of the amendment to the Development Plan of Red Tail Hawk Town Homes to allow for the construction of an oversized accessory structure.

**BACKGROUND**

**DESCRIPTION OF REQUEST:**

Requested is an amendment to the Development Plan to allow for the construction of of an oversized accessory structure.

**BACKGROUND:**

In 2021, the Applicant (Zierden Builders/BMAX, Inc.) was approved for a Planned Unit Development (PUD) for the construction of two – two-family homes on the subject property. The first structure was built in 2022/2023 with the second structure commencing construction in the summer of 2023. A Common Interest Community (CIC) plat was formed where the owners of each two-family unit own the land underneath the structure, with the rest of the property being held in common interest. The owners of the units have contacted the Applicant asking about additional storage space for their personal items.

The Applicant is proposing an oversized accessory structure (1,792 square feet) which will contain a unit for each unit owner. This accessory structure was not part of the original development plan associated with the Red Tail Hawk PUD.

**SITE DATA**

<b>Parcel Size:</b>	5.8 acres
<b>Legal Access:</b>	5179 W Arowhead Road
<b>Wetlands:</b>	Yes, delineation conducted in 2021
<b>Existing Zoning:</b>	R-3, Residential
<b>Airport Overlay:</b>	None
<b>Shoreland Overlay:</b>	Recreational Environment
<b>Comprehensive Plan:</b>	Suburban



A public hearing for this application was held on Wednesday June 21, 2023. There were no members of the public who spoke regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

**SUMMARY:**

The proposed amendment to the Development Plan is consistent with the City’s development goals for residential housing in the affected area of the City. By amending the 2021 Development Plan to now allow for the construction of an oversized accessory structure, it allows for owners of each unit to have addition storage space for their personal items.

**RECOMMENDATION:**

Staff recommends approval of the amendment to the PUD Development Plan, subject to the following:

1. Prior to building permit issuance:
  - a. All professional fees incurred by the City in connection with the Amendment must be paid.
  - b. All necessary permits, including but not limited to stormwater, erosion control, and driveways, shall be issued.
2. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site.
3. No business activity/residential living is allowed/permitted in association with the accessory structure approval.
4. The applicant shall sign a consent form assenting to all conditions of this approval.
5. The applicant shall pay all City incurred engineering and attorney fees associated with this amendment.
6. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
2022 Site Plan  
Proposed Site Plan

**Resolution No. 2023-85**

**Resolution Approving Amendments To Planned Unit Development For Red Tail Hawk Town Homes**

WHEREAS, in 2021, Zierden Builders and BMAX, Inc. (“Developer”) submitted a plan to the City Council for a proposed development consisting of two two-family structures (4 units total) (“Project”) in association with parcel 395-0254-00050 with a legal description as follows:

CIC #150 RED TAIL HAWK TOWN HOMES

Parcel: 395-0254-00050

WHEREAS, the planned unit development (“PUD”) for the Project was approved by the Hermantown City Council by Resolution No. 2022-74; and

WHEREAS, the Developer desires to construct a 1,792 square foot accessory structure on the Property and has requested an amendment to the Final PUD; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on June 21, 2023 to consider the Developer’s request; and

WHEREAS, the Hermantown Planning and Zoning Commission determined that an amendment to the Development Plan of the Red Tail Hawk Town Homes Final PUD was consistent with the Project and recommended approval of such amendment; and

WHEREAS, the City Council has reviewed the proposed amendment to the Red Tail Hawk Town Homes Development Plan as shown on Exhibit A attached hereto, the actions of Hermantown Planning and Zoning Commission, the recommendations of Hermantown Planning and Zoning Commission and the written information provided to it.

WHEREAS, based on such review and consideration the City Council of the City of Hermantown hereby makes the following:

**FINDINGS OF FACT**

- A. Resolution No. 2022-74 was for the construction of two twin home buildings.
- B. After further review and consideration, it was concluded that the Final PUD be amended to allow for the construction of a 1,792 square foot accessory structure by revising Exhibit B to the Final PUD.

ON THE BASIS OF THE FOREGOING FINDINGS OF FACT, the City Council of the City of Hermantown hereby resolves as follows:

- 1. The amendment to the Red Tail Hawk Town Homes Development Plan of the Final PUD is hereby approved.

2. The approval of the Red Tail Hawk Town Homes Development Plan attached hereto is Exhibit A, is subject to all the modifications/conditions being met as set forth in this Resolution.

3. The City Clerk of the City of Hermantown is hereby authorized to record this Resolution against the Property.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

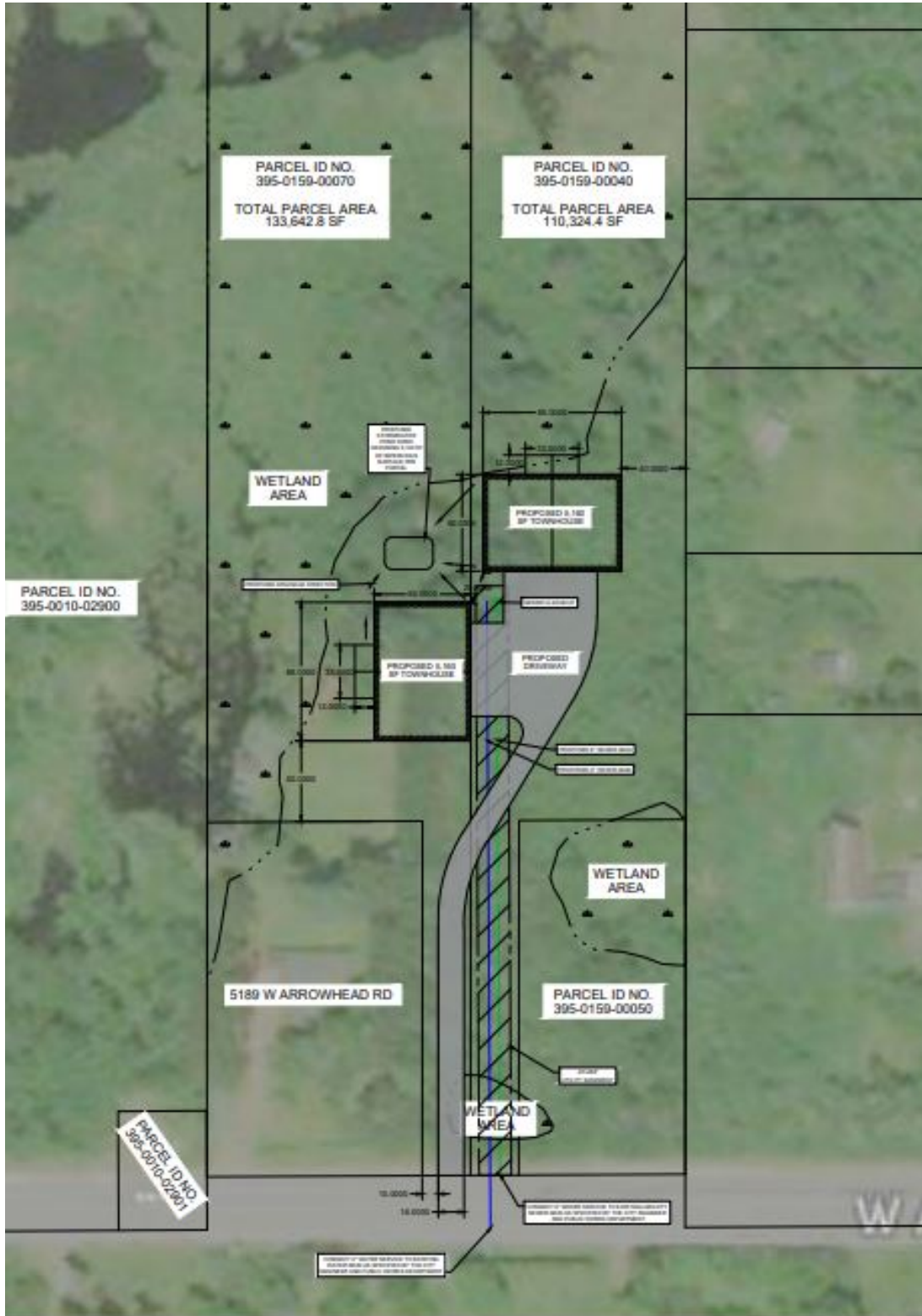
Councilors \_\_\_\_\_, Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.

**EXHIBIT A**  
**RED TAIL WAWK TOWN HOMES DEVELOPMENT PLAN**









**ATTACHMENT A**

CIC #150 RED TAIL HAWK TOWN HOMES

Parcel: 395-0254-00050

# Location Map





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

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

DATE \_\_\_\_\_ REGNO \_\_\_\_\_  
Date License No.

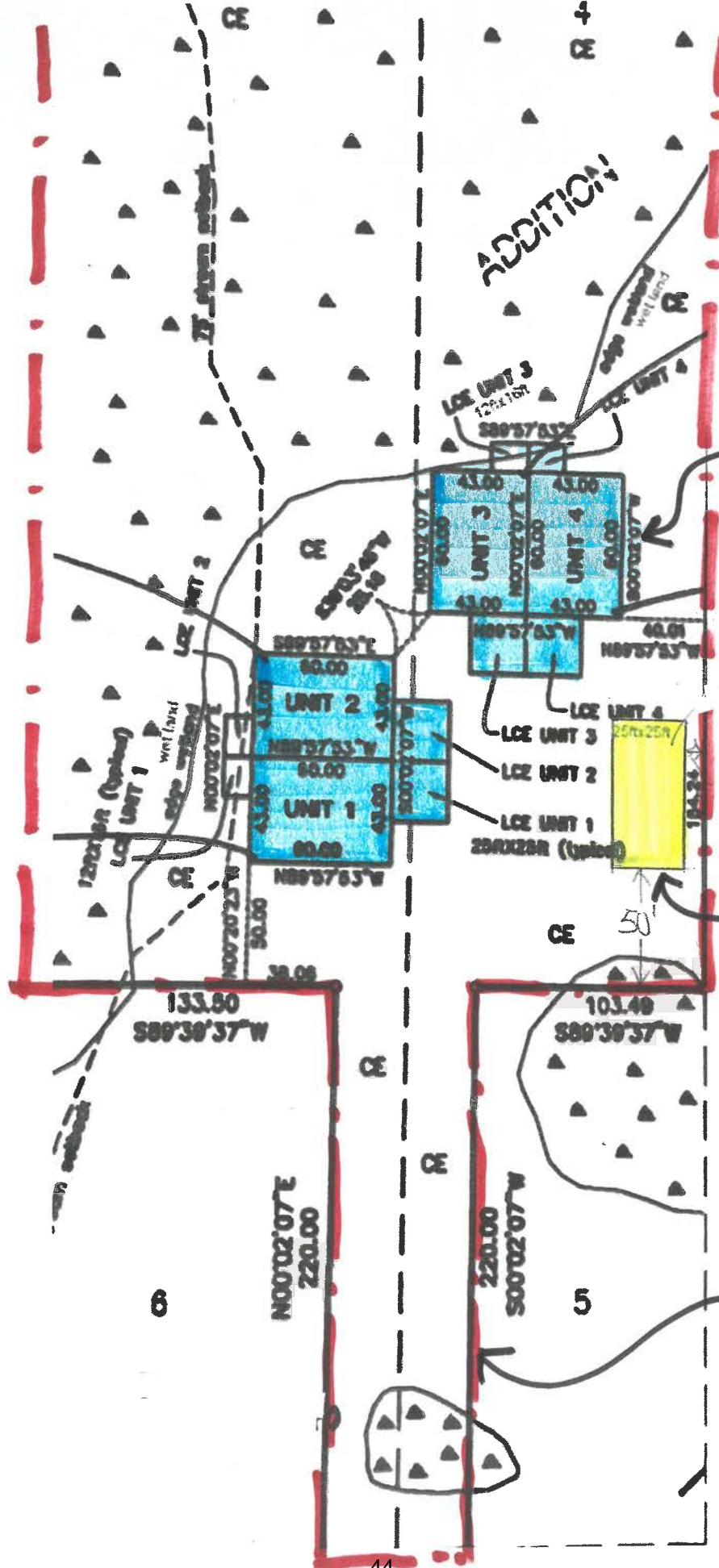
NAME \_\_\_\_\_

**ARROWHEAD & GROUSE RIDGE TOWNHOUSES**  
ZIERDEN BUILDERS  
HERMANTOWN, MN

**PRELIMINARY SITE LAYOUT**

PROJECT NO.  
**21096003**

SHEET  
----



W. ARROWHEAD ROAD



**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Special Use Permit for an accessory structure in excess of 1,200 square feet (1,792 square feet) in a Recreational Environment Shoreland Area

**RESOLUTION:** 2023-86       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approval of a Special Use Permit for grading and filling in a recreational environment shoreland area associated with an unnamed tributary to Rocky Run Creek for the purpose of an oversized accessory structure of 32’ x 56’ (1,792 square feet) on CIC #150 Red Tail Hawk Town Homes plat. The property is approximately 5.8 acres in size and is located at 5179 W. Arrowhead Road. The property is located in an R-3 zoning district..

**BACKGROUND**

Jay Zierden of Zierden Builders (Applicant) is proposing to construct an oversized accessory structure of 32’ x 56’ (1,792 square feet) on CIC #150 Red Tail Hawk Town Homes plat. The property is approximately 5.8 acres site and is located at 5179 W. Arrowhead Road. The property is located in an R-3 zoning district. There will be grading and filling associated with the oversized accessory structure within the Recreational Environment Shoreland Area.

**SITE DATA**

<b>Parcel Size:</b>	5.8 acres
<b>Legal Access:</b>	5179 W Arrowhead Road
<b>Wetlands:</b>	Yes, delineation conducted in 2021
<b>Existing Zoning:</b>	R-3, Residential
<b>Airport Overlay:</b>	None
<b>Shoreland Overlay:</b>	Recreational Environment
<b>Comprehensive Plan:</b>	Suburban

A public hearing for this application was held on Wednesday June 21, 2023. There were no members of the public who spoke regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

Previous Development

In 2021, the Applicant was approved for a Planned Unit Development for the construction of two – twinhomes on the subject property. The structures were built in 2022/2023 and are now

occupied. A Common Interest Community (CIC) plat was formed where the owners of each twinhome unit own the land underneath the structure, with the rest of the property being held in common interest. The owners of the twinhomes have contacted the Applicant asking about additional storage space for their personal items. The Applicant is proposing an oversized accessory structure (1,792 square feet) which will contain a unit for each twinhome owner. This accessory structure is proposed to be built within the common interest portion of the property, which falls within the Recreational Environment Shoreland Area

Section 515.06.5 of the Zoning Ordinance lists the dimensional requirements for accessory structures in excess of 1,200 square feet. They are:

Table 1. Dimensional requirements for accessory structures in excess of 1,200 square feet	R-3 Requirement	Provided
Minimum depth of front yard from R.O.W.	Equal to or greater than the building line of the primary structure	50 feet – W. Arrowhead Road
Minimum side yard setback	Equal to the height of the accessory structure	15 feet (mid point of roof line)
Minimum rear yard setback	40 feet	665 feet
Minimum setback from primary structure	10 feet	35 feet
Maximum building height	35 feet	21 feet
Maximum sidewall height	14 feet	9 feet

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

Wetlands

A wetland delineation was performed in the fall of 2021. The proposed accessory structure does not impact any wetlands.

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

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

The construction of an accessory structure in excess of 1,200 square feet is allowed within the R-3 zoning district with an approved Special Use Permit. Single family homes are the primary use of all surrounding developed land. Conditions placed on the SUP and wetland approvals will restrict wetland impacts.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources.

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owners of the twinhome units to store personal property.

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

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

The proposed accessory structure is consistent with Comprehensive Plan recommendations for residential areas of the City. The Zoning Ordinance allows for up to 35% lot coverage for structures with the proposed property being at 3.1% coverage after the construction of the proposed accessory structure addition. The proposed use meets the performance standards set in Section 515.06.5 regulating accessory structures in excess of 1,200 square feet.

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

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

This area of the City is characterized by single family homes, the proposed accessory structure is located approximately 275 feet from W. Arrowhead Road. The Zoning Ordinance allows for 35% lot coverage for structures on a property. With the 1,792 square foot addition to the property, the property would be at approximately 3.1%.

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

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

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

### **RECOMMENDATIONS:**

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

1. The approval is for a Special Use Permit for filling and grading in a Recreation Environment Shoreland of a tributary to the Rocky Run Creek to construct an oversized accessory structure of 32' x 56' (1,792 square feet) on CIC #150 Red Tail Hawk Town Homes plat. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.
2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - c. The smallest amount of bare ground is exposed for as short a time as feasible;
  - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - e. Adequate methods to prevent erosion and trap sediment are employed;
  - f. Fill is stabilized to accepted engineering standards;
  - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
  - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.



3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The proposed accessory structure shall meet all setback requirements for Accessory Structures in the R-3 Zoning District.
5. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site.
6. No business activity/residential living is allowed/permitted in association with the accessory structure approval.
7. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Site Location Map  
Proposed Site plan  
Garage Elevation  
Shoreland Area Map

**Resolution No. 2023-86**

**Resolution Approving A Special Use Permit For The Construction Of  
An Accessory Structure In Excess Of 1,200 Square Feet (1,792 Square Feet) Within A Recreational  
Shoreland Area**

WHEREAS, BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (Applicant) submitted an application for a Special Use Permit for the construction of an accessory structure in excess of 1,200 square feet (1,792 square feet) within a Recreation Shoreland Area (the “Project”) in association with parcel 395-0254-00050 with a legal description as follows:

CIC #150 RED TAIL HAWK TOWN HOMES

Parcel: 395-0254-00050

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on June 21, 2023 and recommended approval of the Special Use Permit at such meeting; and

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

**FINDINGS OF FACT**

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

The construction of an accessory structure in excess of 1,200 square feet is allowed within the R-3 zoning district with an approved Special Use Permit. Single family homes are the primary use of all surrounding developed land. Conditions placed on the SUP and wetland approvals will restrict wetland impacts.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources.

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owners of the twinhome units to store personal property.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary meet the intent of the zoning ordinance to protect natural resources.

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owners of the twinhome units to store personal property.

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

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

This area of the City is characterized by single family homes, the proposed accessory structure is located approximately 275 feet from W. Arrowhead Road. The Zoning Ordinance allows for 35% lot coverage for structures on a property. With the 1,792 square foot addition to the property, the property would be at approximately 3.1%.

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

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

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

**CONCLUSION**

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

- 1. The approval is for a Special Use Permit for filling and grading in a Recreation Environment Shoreland of a tributary to the Rocky Run Creek to construct an oversized accessory structure of 32' x 56' (1,792 square feet) on CIC #150 Red Tail Hawk Town Homes plat. The Community Development Director may approve minor variations to structures and filling and grading indicated on the attached preliminary site plan as long as the variations do not result in greater wetland impacts.
- 2. The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - i) No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - ii) The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - iii) The smallest amount of bare ground is exposed for as short a time as feasible;

- iv) Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
- v) Adequate methods to prevent erosion and trap sediment are employed;
- vi) Fill is stabilized to accepted engineering standards;
- vii) Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
- viii) Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
- ix) Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
- x) Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.

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

4. The proposed accessory structure shall meet all setback requirements for Accessory Structures in the R-3 Zoning District.

5. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site.

6. No business activity/residential living is allowed/permitted in association with the accessory structure approval.

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

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_, Mayor Boucher aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.



(TOP THREE INCHES RESERVED FOR RECORDING DATA)

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## **SPECIAL USE PERMIT**

**Permission is hereby granted to BMAX Inc; Darren and Layne Weets, a married couple; Darrell and Desiree Weets, a married couple; and Derek and Mary Weets, a married couple (Applicant) submitted an application for a Special Use Permit for the construction of an accessory structure in excess of 1,200 square feet (1,792 square feet) within a Recreation Shoreland Area (the “Project”) in association with parcels 395-0254-0050 with a legal description as listed in Attachment A:**

The permission hereby granted is expressly conditioned as follows:

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

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of an accessory structure in excess of 1,200 square feet (1,792 square feet) within a Recreation Shoreland Area at the applicants property located at 395-0254-00050.
- k. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- l. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- m. Prior to issuance of a building permit, all necessary permits shall be obtained.
- n. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing an accessory structure in excess of 1,200 square feet (1,792 square feet). The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- o. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
  - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - 5. Adequate methods to prevent erosion and trap sediment are employed;
  - 6. Fill is stabilized to accepted engineering standards;
  - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - 8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and

10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
  - r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.







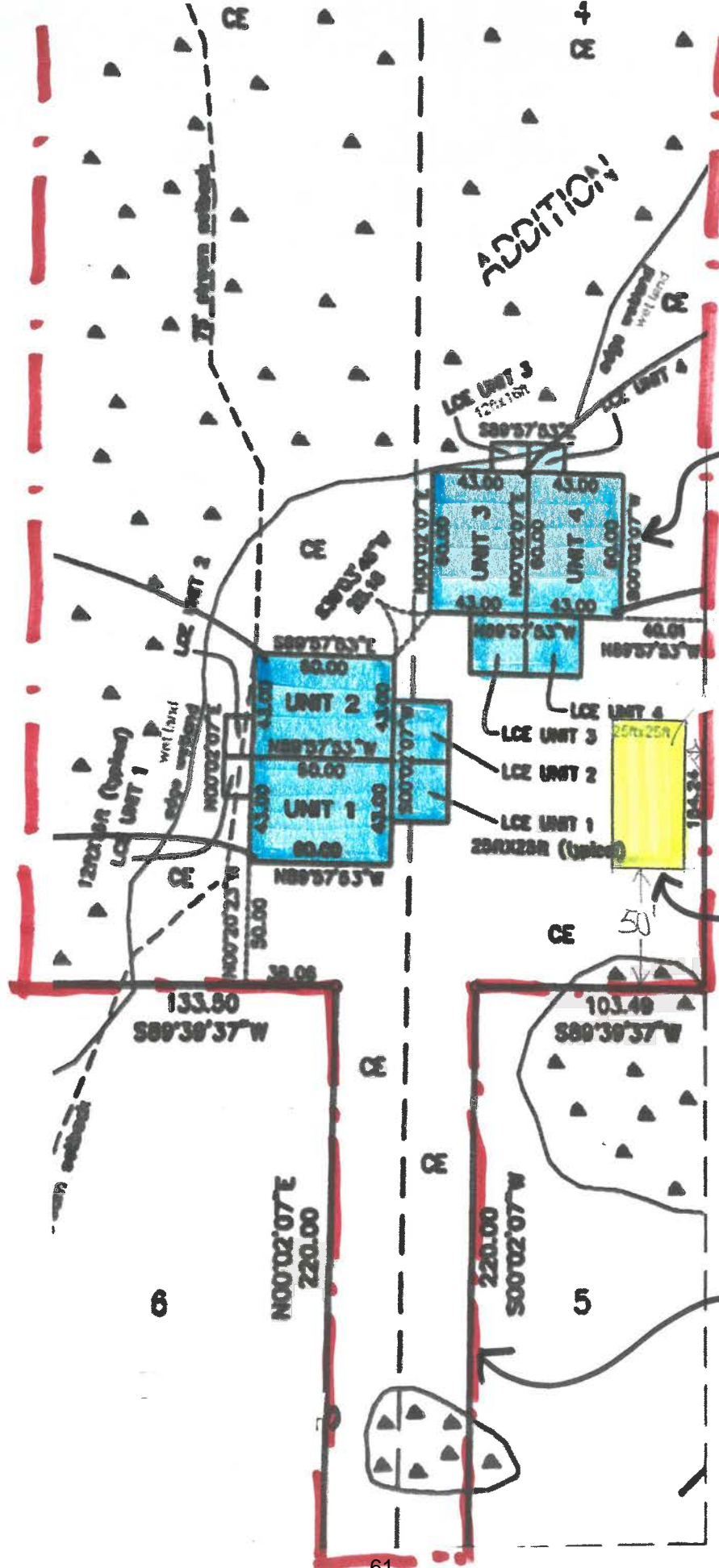
**ATTACHMENT A**

CIC #150 RED TAIL HAWK TOWN HOMES

Parcel: 395-0254-00050

# Location Map





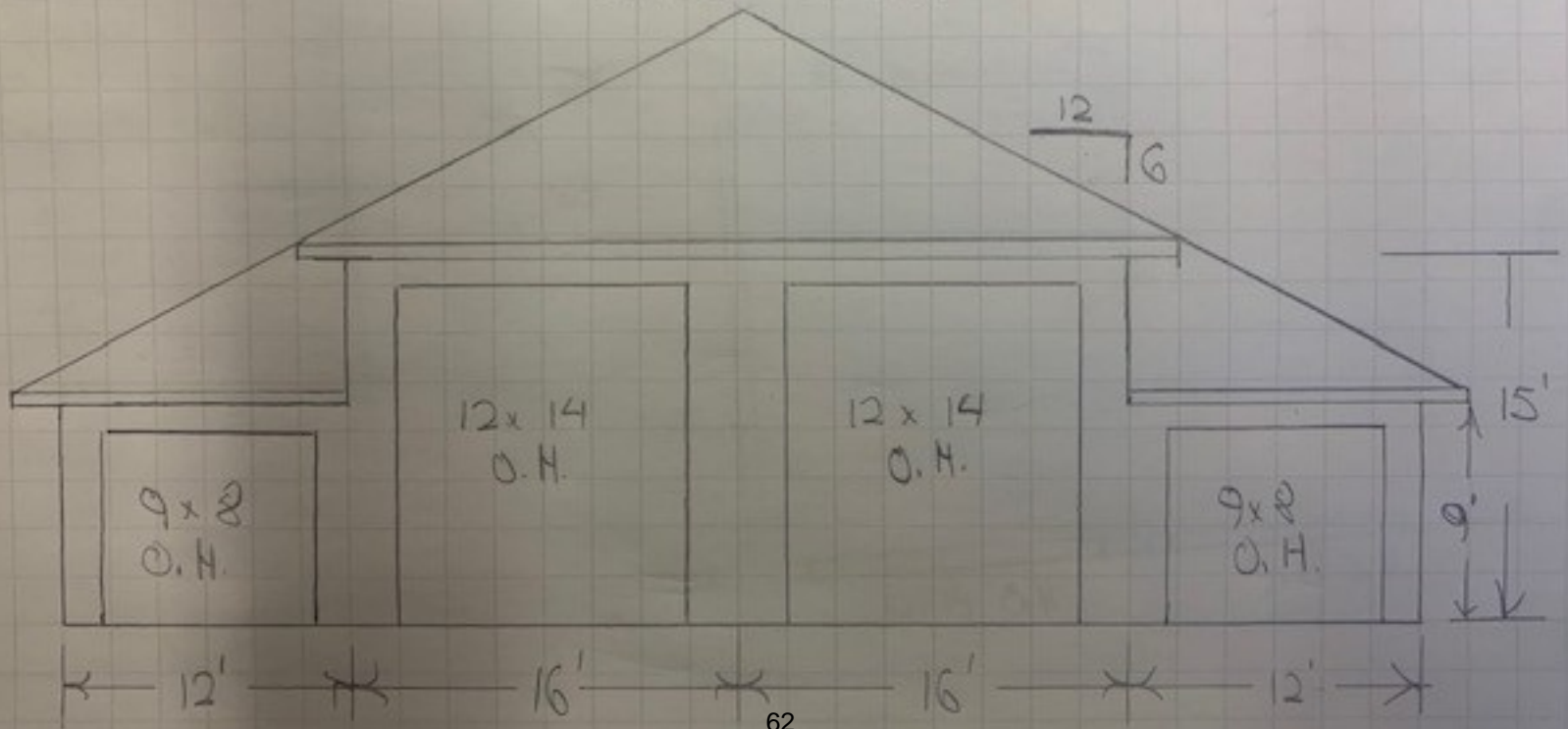
EXISTING TWINHOME (TYPICAL)

PROPOSED GARAGE LOCATION

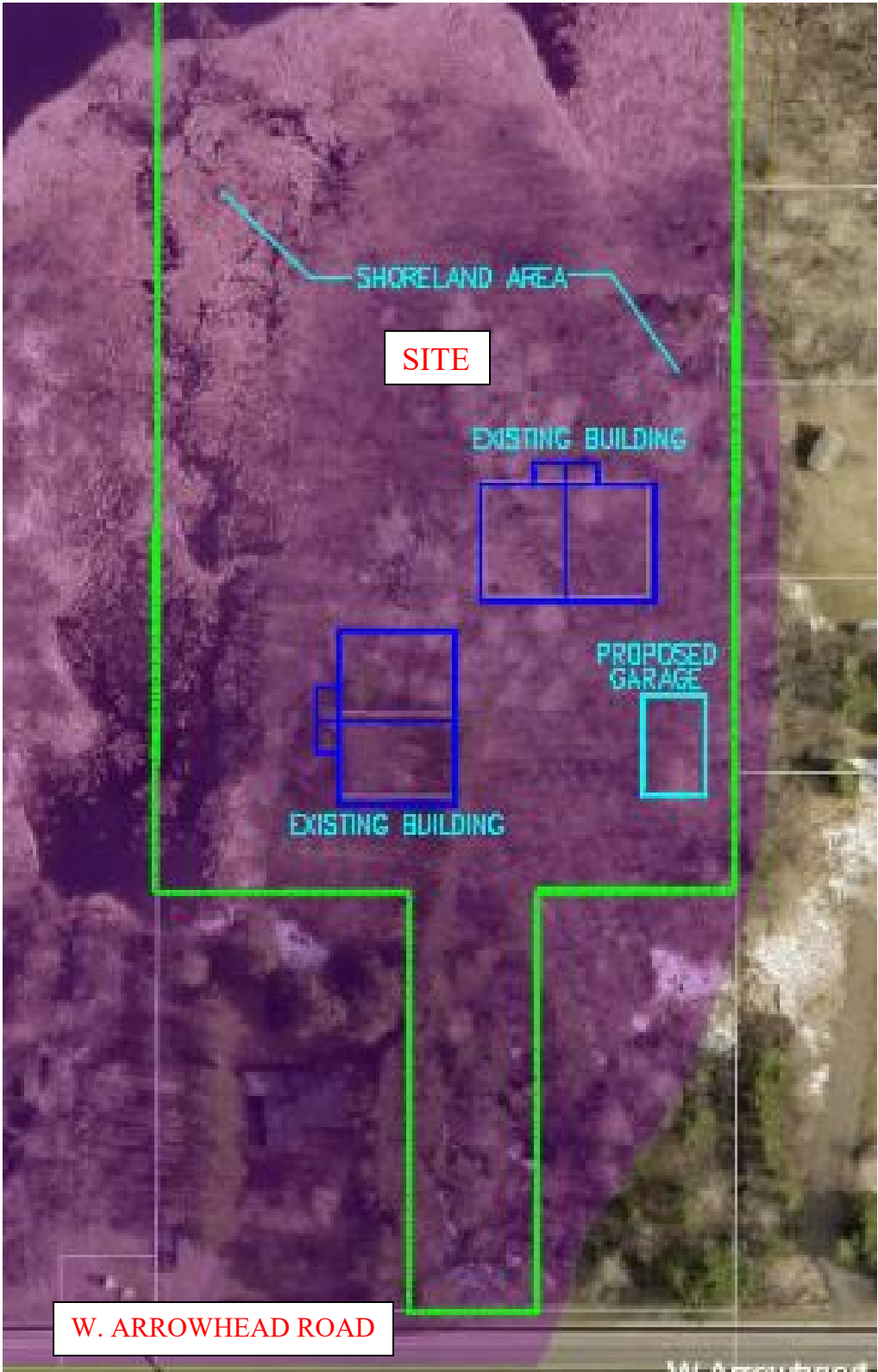
PROPERTY LINE (TYPICAL)

W. ARROWHEAD ROAD

32' x 56' 6/12 HIP ROOF  
SIMPLE ENERGY PAUL



Shoreland Map





**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Final Plat – Peyton Acres Phase 2A

**RESOLUTION:** 2023-87       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Council approval of a final plat with conditions for Peyton Acres Phase 2A, a 13 lot, 2 outlots single family phased residential subdivision in an R-3 zoning district.

**BACKGROUND**

Applicant is requesting approval of a Final Plat for construction of a 13 lot, 2 outlot residential development at 3956 Stebner Road. The property has a zoning of R-3, Residential.

**SITE INFORMATION:**

<b>Parcel Size:</b>	+/-35 acres
<b>Legal Access:</b>	3956 Stebner Road
<b>Wetlands:</b>	Yes, delineation approved in 2019; Impacts approved in 2020
<b>Existing Zoning:</b>	R-3, Residential (1/2 acre minimum)
<b>Airport Overlay:</b>	None
<b>Shoreland Overlay:</b>	None
<b>Comprehensive Plan:</b>	Suburban

**Development Details**

JLG Enterprises (Applicant) is proposing to construct the fourth phase of the Peyton Acres development. In 2020, JLG proposed a preliminary plat of phase 1A and 1B for a total of 19 lots and 2 outlots. In June 2020, JLG submitted for a final plat for phase 1A which included six residential lots and 2 outlots over five existing parcels totaling 65.0 acres. The initial preliminary plat and final plat were both recommended for approval by the Planning Commission and were ultimately approved by the City Council.

Phase 1B consisted of 10 single family residential lots and one outlot which contained the remainder of the overall property. Phase 1B was consistent with the previously approved preliminary plat and met the requirements associated with the R-3, Residential zoning district. Phase 1B was approved in August 2, 2021 with an amendment to the plat occurring in May 16, 2022.



Phase 1C, consisted of 8 lots and 2 outlots. Outlot A contains the stormwater pond for the phase and Outlot B contained the remaining +/- 35 acres of the overall property. Phase 1C was approved in July 2022.

The Preliminary Plat for Phase 2A was approved by the City Council at the May 1, 2023 meeting. Since this time of approval, the applicant has shifted the location of the proposed Outlot A (stormwater) approximately 300 feet to the west in order to better accommodate existing site drainage patterns. There were no other changes from the preliminary plat.

The Applicant is now bringing forward the Final Plat of Phase 2A of the project consisting of 13 lots and two outlots. Outlot A contains the stormwater pond for this phase with Outlot B containing the remaining +/-21 acres.

A public hearing for this application was held on Wednesday June 21, 2023. There were no members of the public who spoke regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

### **Peyton Acres Master Plan**

The Applicant has proposed a multi-phase residential development of approximately 65 acres. To date, the Applicant has constructed the infrastructure (road base, watermain and sewermain for Phase 1A and 1B has received approval for Phase 1C infrastructure. Future additions to the subdivision will require an additional road connection on the eastern portion of the property connecting to Oak Ridge Drive for public safety, road maintenance, and traffic improvements. In addition, the City will be requiring a right of way access to the adjoining +/- 100 acres to the east.

### **Zoning Analysis**

The entirety of the Peyton Acres development is zoned R-3, Residential.

Should the Applicant wish to construct another housing product, other than single family housing, within the development, they would be required to pursue a Planned Unit Development for the work.

### **Lot Size**

The proposed preliminary and final plat meets the R-3, Residential dimensional standards for single-family homes connected to City water and sanitary sewer of ½ acre in area with 100 feet wide frontage at lot line and at the 50' building setback line of lots on cul-de-sacs.

### **Setbacks**

The proposed site plan shows the building setbacks associated with the R-3, Residential dimensional standards for single-family homes.

### **Utilities**

The project will connect to City water lines located within the right-of-way of Peyton Drive. New sewer and water lines will be via City mains constructed to City standards. The Applicant



will provide engineered plans to the City Engineer for utility connections prior to beginning such work on this phase. Preliminary engineering plans are in the process of being developed by the Applicants engineer.

**Stormwater**

The applicant is proposing to treat stormwater in a separate retention treatment pond on Outlot A. The design for this pond has been reviewed and approved by the City Engineer.

**Roadway**

The applicant will construct a +/-1675’, 28’ wide curb face to curb face bituminous roadway with curb and gutter with a sidewalk on one side with a cul-de-sac in accordance with the City of Hermantown Urban Section design standards and City design speed standards as approved by the City Engineer. This new road will connect the previous built Peyton Drive section with Oak Ridge Drive.

**Wetlands**

There are 13.5 acres of wetlands on the overall property. The preliminary and final plat for this phase impacts approximately 4,383 square feet of wetland. The previous three phases impacted approximately 5,776 square feet. The combined wetland impacts are approximately 9,801square feet, which is under the TEP and City Staff supported de minimis exemption of 10,000 square feet of wetland impacts over the whole 65 acres of the property for a 1.6% permanent wetland impact. If the impacted wetlands exceed 10,000 square feet, the Applicant will need to purchase wetland replacement credits for all of the project wetland impacts.

**Park Dedication Fees**

The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. Park dedication fees will be paid according to the Hermantown Fee Schedule. Those fees currently are:

Development Type	Recommended
Single Family, Two Family, Three Family Residential Parcel/CIC Unit	\$1,100/lot
Per bedroom fee	\$150

**Summary:**

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

1. The proposed final plat meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The final plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
3. The following conditions are imposed upon the final plat:

- a. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
- b. The title of the land underlying the plat shall be approved by the City Attorney.
- c. Applicant shall enter into a development agreement with the City that outlines development responsibilities and provide financial securities for site improvements and utility installation which includes:
  - i. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the road and infrastructure improvements to be made at the time of approval of the Final Plat, or
  - ii. Installation of road and infrastructure facilities prior to obtaining the Final Plat for the development.
  - iii. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the stormwater facilities to be made at the time of approval of the Final Plat.
- d. Applicant agrees to construct, at their own expense, a connection between the proposed road and Oak Ridge Drive in a manner and time to be determined via development agreement with City in the event of further subdivision of Outlot B as generally shown on Exhibit B.
- e. Regardless of the impact on the number of approved lots, all lots will meet the minimum standards for lot area (1/2 acre) and width (100'), all other design standards of the Hermantown Zoning Ordinance, including but not limited to:
  - i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and
  - ii. 1020.04.3. When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.
- f. The applicant shall provide a plan to impact 10,000 square feet or less of wetland impacts or an application for wetland replacement plan.
- g. The applicant shall submit and receive approval from the City Engineer of a permanent stormwater treatment plan that meets the City standards codified in Sections 1080 and 1060 of the City Code.
- h. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with a 28' wide curb face to curb face bituminous paved road with a sidewalk on at least one side and all other Hermantown road design standards including 30 mph speed design.
- i. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with cul-de-sacs designed to R/W width of 130' with a paved surface of 100' paved surface.
- j. The applicant shall sign a consent form assenting to all conditions of this approval.

- k. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
4. The lots will be served by public water and sewer which will be constructed by the applicant. The new water and sewer main will be constructed by the applicant, reviewed and approved by the City Engineer then turned over to the City.
5. A 5 foot wide sidewalk on one side of the roadway providing connection to Stebner Road and continuing along the proposed roadway.
6. Prior to starting any site work, the Applicant shall hold a preconstruction meeting with the appropriate development, construction, and City representatives.
7. Prior to issuance of a building permit:
  - a. All necessary permits shall be obtained.
8. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
9. Not conduct any on-site burning or burial of brush or other site debris on the Property.
10. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
11. The Applicant shall comply with the following conditions during construction:
  - a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
  - b. Loud equipment shall be kept as far as possible from adjacent residences.
  - c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
  - d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
  - e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
  - f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.
12. Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:

- a. All exterior building improvements shall be completed.
  - b. All disturbed areas on the site shall be seeded or sodded.
13. The Applicant shall pay a park dedication fee of \$14,300 (\$1,100/lot for 13 lots). This fee will be paid at the time of plat approval. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
14. The Applicant shall sign a consent form assenting to all conditions of this approval.
15. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS:**

- Location Map
- Final Plat
- Overall Site Plan

**Resolution No. 2023-87**

**Resolution Approving Final Plat Of Peyton Acres Phase 2a And Imposing Conditions On The Final Plat**

WHEREAS, JLG Enterprises of Hermantown LLP (Applicant) has requested a final plat for Peyton Acres comprised of 13 single family lots and 2 outlots on the overall property described in Exhibit A, in an R-3 zoning district; and

WHEREAS, the Hermantown Planning and Zoning Commission recommended the approval of the preliminary plat following a public hearing on April 18, 2023; and

WHEREAS, the Hermantown City Council approved the preliminary plat on May 1, 2023; and

WHEREAS, the Hermantown Planning and Zoning Commission recommended the approval of the final plat following a public hearing on June 21, 2023; and

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

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

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

1. The final plat is in accordance with and conformity to the Hermantown Comprehensive Plan and Hermantown Zoning Ordinance.
2. The final plat of Peyton Acres Phase 2A is hereby approved.
3. The following conditions are imposed upon the final plat:
  - a. Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.
  - b. The title of the land underlying the plat shall be approved by the City Attorney.
  - c. Applicant shall enter into a development agreement with the City that outlines development responsibilities and provide financial securities for site improvements and utility installation which includes:
    - i. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the road and infrastructure improvements to be made at the time of approval of the Final Plat, or
    - ii. Installation of road and infrastructure facilities prior to obtaining the Final Plat for the development.
    - iii. Letter of Credit or other financial surety acceptable to the City Attorney for 125% of the construction value of the stormwater facilities to be made at the time of approval of the Final Plat.

- d. Applicant agrees to construct, at their own expense, a connection between the proposed road and Oak Ridge Drive in a manner and time to be determined via development agreement with City in the event of further subdivision of the property as generally shown on Exhibit B.
  - e. Regardless of the impact on the number of approved lots, all lots will meet the minimum standards for lot area (1/2 acre) and width (100'), all other design standards of the Hermantown Zoning Ordinance, including but not limited to:
    - i. Section 1020.02.2. Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted by the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs; and
    - ii. 1020.04.3. When a lot completely abuts a cul-de-sac, the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.
  - f. The applicant shall provide a plan to impact 10,000 square feet or less of wetland impacts or an application for wetland replacement plan.
  - g. The applicant shall submit and receive approval from the City Engineer of a permanent stormwater treatment plan that meets the City standards codified in Sections 1080 and 1060 of the City Code.
  - h. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with a 28' wide curb face to curb face bituminous paved road with a sidewalk on at least one side and all other Hermantown road design standards including 30 mph speed design.
  - i. The applicant shall submit and receive approval from the City Engineer a road design meeting the Hermantown Urban Section Road Standards with cul-de-sacs designed to R/W width of 130' with a paved surface of 100' paved surface.
  - j. The applicant shall sign a consent form assenting to all conditions of this approval.
  - k. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
4. The lots will be served by public water and sewer which will be constructed by the applicant. The new water and sewer main will be constructed by the applicant, reviewed and approved by the City Engineer then turned over to the City.
  5. A 5 foot wide sidewalk on one side of the roadway providing connection to Stebner Road and continuing along the proposed roadway and cul-de-sac.
  6. Prior to starting any site work, the Applicant shall hold a preconstruction meeting with the appropriate development, construction, and City representatives.
  7. Prior to issuance of a building permit:
    - a. All necessary permits shall be obtained.
  8. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
  9. Not conduct any on-site burning or burial of brush or other site debris on the Property.
  10. Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.

11. The Applicant shall comply with the following conditions during construction:
  - a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
  - b. Loud equipment shall be kept as far as possible from adjacent residences.
  - c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
  - d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
  - e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
  - f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.
  
12. Prior to the issuance of any temporary or permanent occupancy permit the following shall be completed:
  - a. All exterior building improvements shall be completed.
  - b. All disturbed areas on the site shall be have erosion control measures in place.
  
13. The Applicant shall pay a park dedication fee of \$14,300 (\$1,100/lot for 13 lots) in lieu of dedicated park land. This fee will be paid at the time of plat approval. The applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
  
14. The Applicant shall sign a consent form assenting to all conditions of this approval.
  
15. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_ and Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.





**EXHIBIT A**

Outlot B, Peyton Acres Phase 1C of Section 24, Township 50, Range 15, St. Louis County, Minnesota.

Parcel ID: 395-0157-00100



**Location Map**

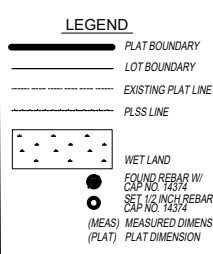
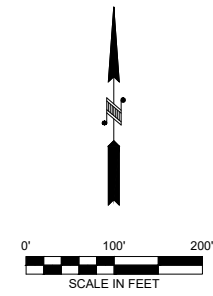
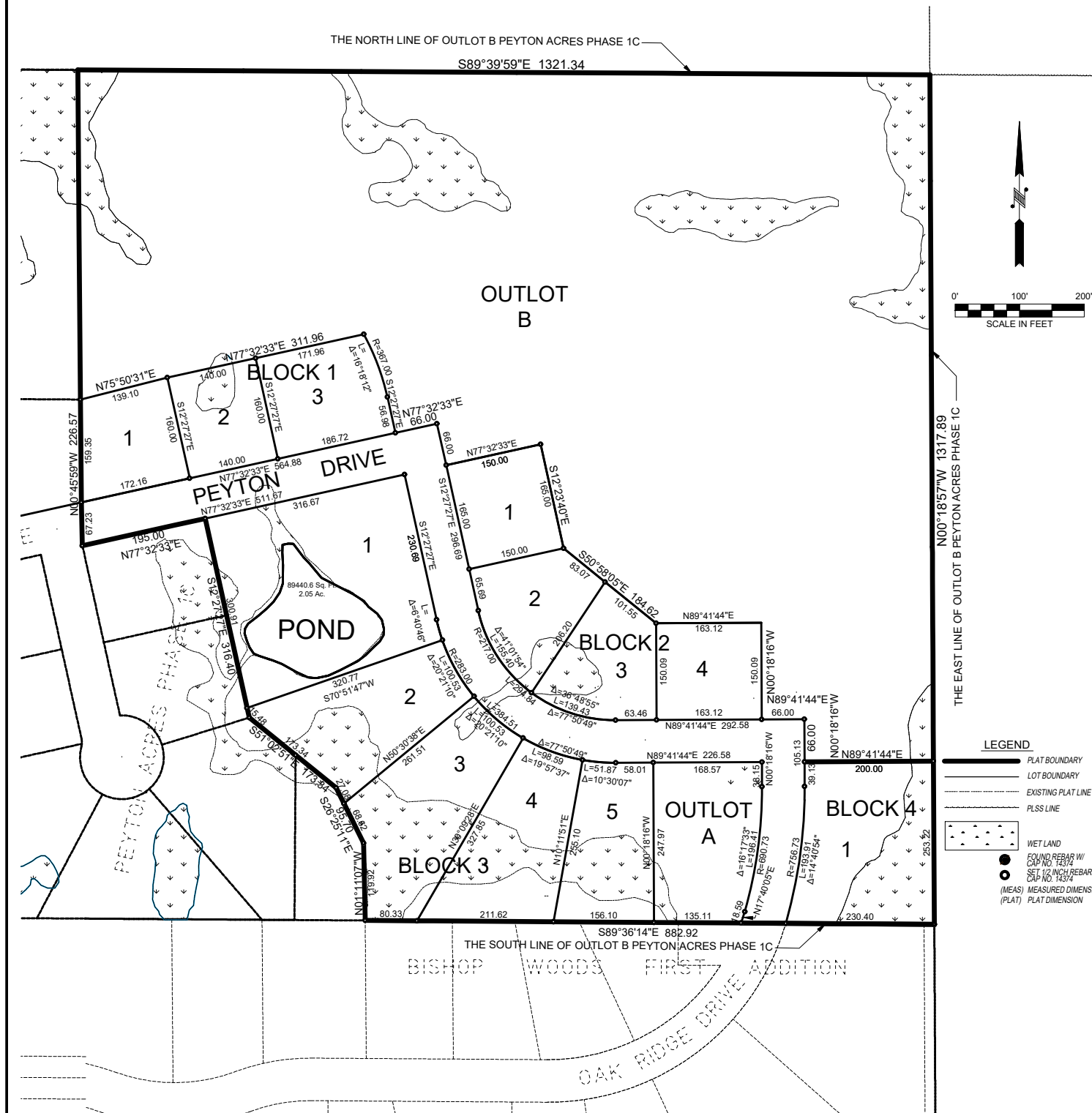


PRELIMINARY  
SUBJECT TO REVISIONS

OFFICIAL PLAT

# PEYTON ACRES PHASE 2

LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4  
SEC. 24, TWP. 50, RGE. 15  
ST. LOUIS COUNTY MINNESOTA



KNOWALL PERSONS BY THESE PRESENTS:

That J.G. Enterprises of Hermantown, LLP, a Minnesota Limited liability Partnership, is the owner and Park State Bank, a Minnesota Corporation, Mortgagee of the following described property situated in the City of Hermantown, County of St. Louis, State of Minnesota to wit:

Outlot B, PEYTON ACRES Phase 1-C

Has caused the same to be surveyed and platted as PEYTON ACRES PHASE 2 and does hereby dedicate to the public for public use the public ways as created by this plat. In witness whereof said J.G. Enterprises of Hermantown, LLP, a Minnesota Limited Liability Partnership has caused these presents to be signed by its proper officers this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ J.G. Enterprises of Hermantown, LLP

By: \_\_\_\_\_  
Gary M. Gilbert, Partner  
By: \_\_\_\_\_  
Jeffery L. Gilbert, Partner

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

The following instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Gary M. Gilbert, Partner of J.G. Enterprises of Hermantown, LLP, a Minnesota Limited Liability Partnership, on behalf of the partnership.

Notary Public, St. Louis County, Minnesota  
My Commission Expires \_\_\_\_\_

The following instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jeffery L. Gilbert, Partner of J.G. Enterprises of Hermantown, LLP, a Minnesota Limited Liability Partnership, on behalf of the partnership.

Notary Public, St. Louis County, Minnesota  
My Commission Expires \_\_\_\_\_

In witness whereof, Park State Bank a Minnesota Corporation has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

PARK STATE BANK

By: \_\_\_\_\_ its \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The following instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of Park State Bank, a Minnesota Corporation

Notary Public, St. Louis County, Minnesota  
My Commission Expires \_\_\_\_\_

I, Ronald L. Krueger do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey, that all mathematical data, dimensions, labels and symbols are correctly designated on this plat, that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wetlands as defined in Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Ronald L. Krueger, Licensed Land Surveyor  
Minnesota License No. 14374

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Ronald L. Krueger, MN License No. 14374

Notary Public, St. Louis County, MN  
My Commission Expires \_\_\_\_\_

CITY OF HERMANTOWN CITY COUNCIL

Approved by the City Council of the City of Hermantown, St. Louis County, Minnesota at a regular meeting thereof, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Mayor \_\_\_\_\_ Clerk \_\_\_\_\_

ST. LOUIS COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By Nick C. Stewart,  
County Surveyor  
Deputy

ST. LOUIS COUNTY AUDITOR

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, and to Minnesota Statutes, Section 272.12, taxes payable in the year 20\_\_ on the land hereinbefore described have been paid; there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Nancy Nilsen  
County Auditor  
Deputy

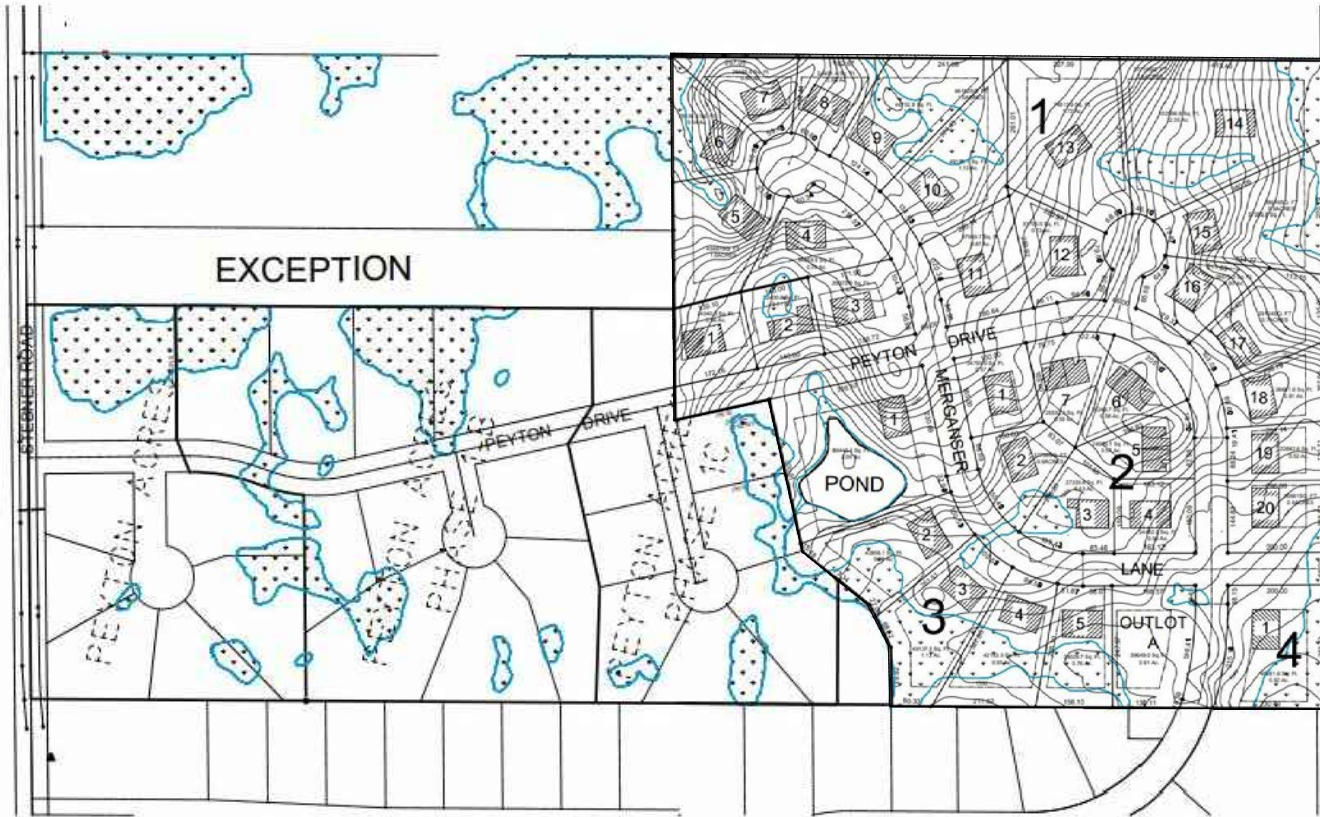
ST. LOUIS COUNTY RECORDER

I hereby certify that this plat of PEYTON ACRES PHASE 2 was filed in this office of the County Recorder for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., as Document No. \_\_\_\_\_

Wendy Levitt  
County Recorder  
Deputy

**RON KRUEGER**  
Land Surveyor  
7066 HIGHWAY 8  
SAGINAW, MN 55779  
Phone: 218-396-4030

**PEYTON ACRES  
PHASING PLAN**



DATE: 2/10/23  
SCALE: 1 IN = 100 FEET  
PROJ. NO.:  
PROJECT NO.: 23-002

**RON KRUEGER**  
Land Surveyor  
1005 HIGHWAY 5  
SAGINAW, MN 55775  
Phone: 218-250-4030



**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Special Use Permit – Grading and Filling in a Recreational Environmental Shoreland Zone

**RESOLUTION:** 2023-88       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approve a Special Use Permit for filling and grading within a Recreational Environment Shoreland Overlay Zone for construction of two outdoor skating rinks.

**BACKGROUND**

Hermantown Area Hockey Association (Applicant) desires to build two new outdoor skating rinks at 4307 Ugstad Road. The proposed rinks are within a Recreational Environment Shoreland Area and will require filling and grading within an approximately 16,000 square feet area of disturbance.

**SITE INFORMATION:**

- Parcel Size:** +/-11 acres
- Legal Access:** 4307 Ugstad Road
- Wetlands:** Yes per the National Wetland Inventory – currently being delineated
- Existing Zoning:** P, Public
- Airport Overlay:** N/A
- Shoreland Overlay:** Yes – Recreational Environment Development Shoreland
- Comprehensive Plan:** Suburban

**BACKGROUND**

As part of the Hermantown Community Recreation Initiative, an addition to the Hermantown Arena was approved by the City residents. The preferred location of this addition is on the west side of the existing building where there are currently two outdoor skating rinks.

In an effort to utilize fill material from the adjacent Ugstad Road project, the fill would be placed to the north of the building towards Hawk Circle Drive, where the two new proposed rinks would be constructed. This area of the property is currently wooded and has approximately 4 feet of elevation change from north to south. The fill material would be used to level this area in order to provide a pad for the two relocated outdoor rinks. It is anticipated that these relocated rinks would come into use in the winter season of 2024, which allows for the settling of the fill material in order to create a compact base for the relocated outdoor rinks.

### **Wetlands**

Per the National Wetland Inventory (NWI) there is a wetland located in the northeast portion of the property. A wetland delineation is currently being conducted with the delineation and any impacts being reviewed by the Hermantown Technical Evaluation Panel.

### **Shoreland Area**

The eastern portion of the property is located within a Recreational Shoreland Area and is subject to the requirements of the City's Shoreland Ordinance as it pertains to grading a filling within a shoreland area.

### **Special Use Permit**

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

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

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

The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources.

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

Per the 2001 Hermantown Comprehensive Plan, this area of the City is guided to 'Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Develop Existing and New Park Areas'.

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



The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

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

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

**Findings of Fact and Recommendations**

Staff recommends approval of the special use application to construct two outdoor skating rinks in a Recreational Shoreland Area, subject to the following:

1. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing two outdoor skating rinks. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
2. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - c. The smallest amount of bare ground is exposed for as short a time as feasible;
  - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - e. Adequate methods to prevent erosion and trap sediment are employed;
  - f. Fill is stabilized to accepted engineering standards;
  - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
  - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The property shall have a completed wetland delineation with impacts reviewed and approved by the Hermantown Technical Panel.



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

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Location Map  
Proposed Grading Plan

**Resolution No. 2023-88**

**Resolution Approving A Special Use Permit For Grading And Filling Within A Recreational Environment Shoreland Overlay Area**

WHEREAS, the Hermantown Youth Hockey Association (“Applicant”), submitted an application for a Special Use Permit for grading and filling within a Recreational Environment Shoreland Overlay Area for the purpose of constructing two outdoor skating rinks in a P, Public District (the “Project”), with a legal description as follows:

**Property ID:** 395-0071-00020

REARRANGEMENT OF LOTS 1 & 2 BLOCK 9 DULUTH HOMESTEADS

LOT: 0002 BLOCK:000

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on June 21, 2023 and recommended approval of the Special Use Permit at such meeting; and

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

**FINDINGS OF FACT**

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

The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources.

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

The property is within an area marked for residential development in the Hermantown Per the 2001 Hermantown Comprehensive Plan, this area of the City is guided to ‘Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Develop Existing and New Park Areas’.

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

The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

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

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

**CONCLUSION**

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

1. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
2. The property shall have a completed wetland delineation with impacts reviewed and approved by the Hermantown Technical Panel.
3. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing two outdoor skating rinks. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
4. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - c. The smallest amount of bare ground is exposed for as short a time as feasible;
  - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - e. Adequate methods to prevent erosion and trap sediment are employed;
  - f. Fill is stabilized to accepted engineering standards;
  - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
  - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
5. The applicant shall sign a consent form assenting to all conditions of this approval.
6. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_ and Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.

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## SPECIAL USE PERMIT

**Permission is hereby granted the Hermantown Youth Hockey Association (“Applicant”), for a Special Use Permit for grading and filling within a Recreational Environment Shoreland Overlay Area for the purpose of constructing two outdoor skating rinks in a P, Public District (the “Project”), and legally described in Attachment A.**

The permission hereby granted is expressly conditioned as follows:

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

- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown City Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of two outdoor skating rinks located at 395-0071-00020.
- k. The property shall have a completed wetland delineation with impacts reviewed and approved by the Hermantown Technical Panel.
- l. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- m. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing two outdoor skating rinks. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- n.. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
  - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - 5. Adequate methods to prevent erosion and trap sediment are employed;
  - 6. Fill is stabilized to accepted engineering standards;
  - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - 8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
  - 10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.

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





**ACCEPTANCE OF RESOLUTION**

The Hermantown Youth Hockey Association (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

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

IN WITNESS WHEREAS, Hermantown Youth Hockey Association, has executed this acceptance this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Hermantown Youth Hockey Association

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Hermantown Youth Hockey Association.

\_\_\_\_\_  
Notary Public

**ATTACHMENT A**

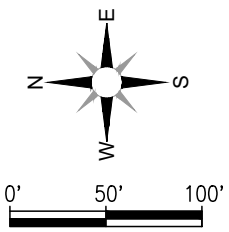
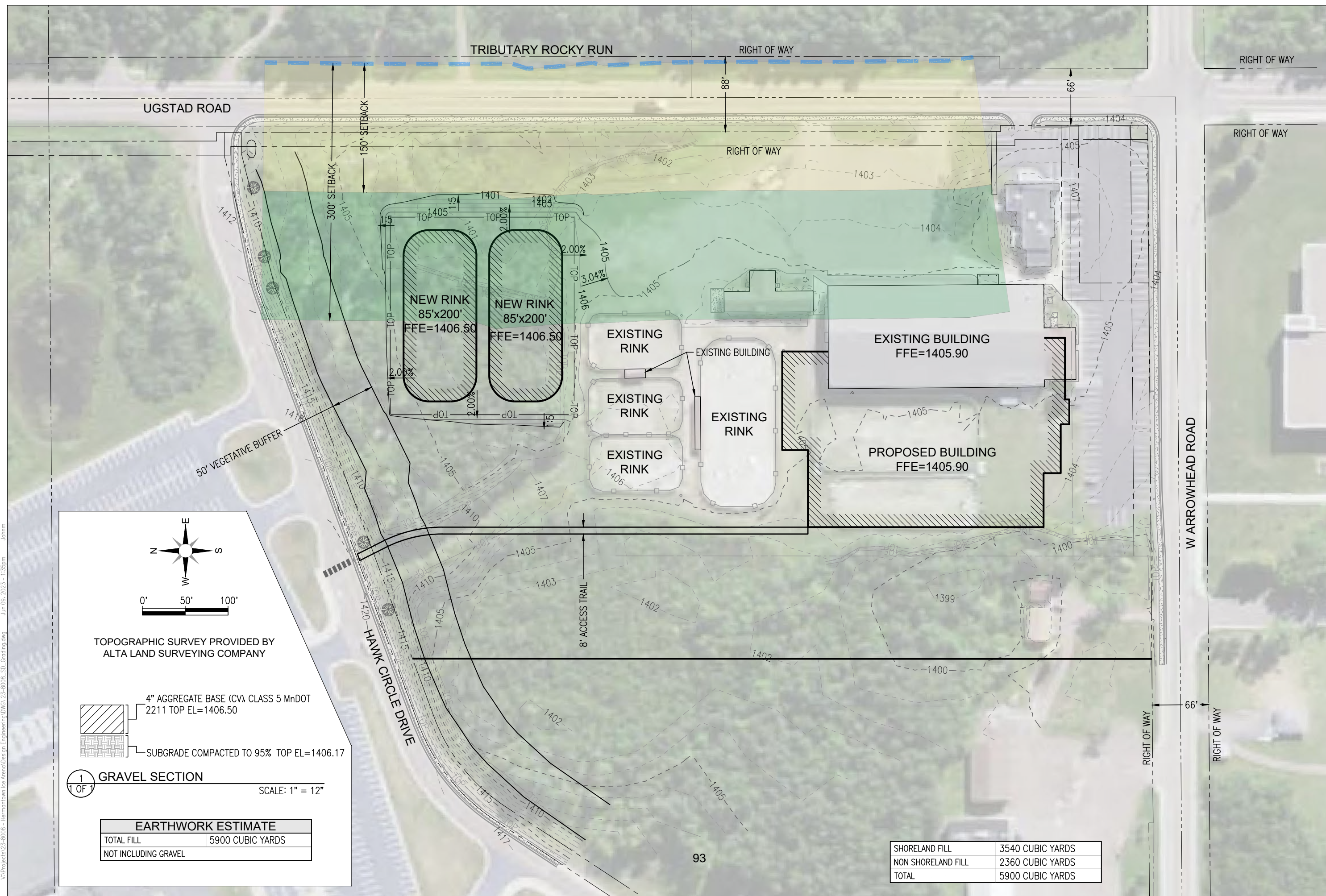
REARRANGEMENT OF LOTS 1 & 2 BLOCK 9 DULUTH HOMESTEADS

LOT: 0002 BLOCK:000

Property ID: 395-0071-00020

Location Map





TOPOGRAPHIC SURVEY PROVIDED BY  
ALTA LAND SURVEYING COMPANY

- 4" AGGREGATE BASE (CV), CLASS 5 MnDOT  
2211 TOP EL=1406.50
- SUBGRADE COMPACTED TO 95% TOP EL=1406.17

**1**  
OF 1  
**GRAVEL SECTION**  
SCALE: 1" = 12"

EARTHWORK ESTIMATE	
TOTAL FILL	5900 CUBIC YARDS
NOT INCLUDING GRAVEL	

SHORELAND FILL	3540 CUBIC YARDS
NON SHORELAND FILL	2360 CUBIC YARDS
<b>TOTAL</b>	<b>5900 CUBIC YARDS</b>

**HERMANTOWN ICE ARENA**  
SITE IMPROVEMENTS  
UGSTAD RD, HERMANTOWN, MN 55811



**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Special Use Permit for the construction of a two-family home in a R-3, Residential zoning district.

**RESOLUTION:** 2023-89       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approve a Special Use Permit for construction of a two-family residential structure in a R-3, Residential zoning district.

**BACKGROUND**

Russ Bradley (Applicant) requests a special use permit to construct a two-family dwelling unit in an R-3 Residential zone.

**SITE INFORMATION:**

- Parcel Size:** 5.62 acres
- Legal Access:** 5106 Hermantown Road
- Wetlands:** Yes per the National Wetland Inventory – no impacts required
- Existing Zoning:** R-3, Residential
- Airport Overlay:** N/A
- Shoreland Overlay:** N/A
- Comprehensive Plan:** Residential

**BACKGROUND**

The Applicant owns property at 5106 Hermantown Road. There is currently an existing single family home and two accessory buildings located on the property. The Applicant is proposing to subdivide the property in order to create a new 4+ acre parcel in order to construct a two-family home. The two existing accessory buildings will be located on the newly created parcel.

**ZONING ANALYSIS**

Two-family dwellings are allowed by Special Use Permit (SUP) in the R-3 – Residential Zoning District. There are specific conditions which apply to two-family dwellings in addition to the standard regulations in the zoning district. The existing property meets the minimum lot dimensions associated with the construction of a two-family dwelling.

Table 1. Twin Home Requirements	Requirement	Provided
Minimum lot area	1.0 acre	+/-2.0 acres
Minimum lot width	150 feet	150 feet
Minimum depth of front yard	50 feet	50 feet minimum
Minimum side yard	40 feet	40 feet minimum
Minimum rear yard	40 feet	216 feet
Minimum distance from nearest condominiums, town homes, two-family dwellings	200 feet	Greater than 200 feet.
Minimum living area per unit	792 sq. ft.	1,800 sq. ft.

**Utilities**

There are existing water and sanitary sewer services in the Hermantown Road/Lavaque Road right of way. However, these lines do not front the property along Hermantown Road. Given this, the Applicant is able to install private well and septic services for the proposed two-family structure. The Applicant is required to obtain the necessary permits for St. Louis County for these private utilities.

**Wetlands**

Per the National Wetland Inventory (NWI) there is a wetland located southwest of the proposed two-family home. There are no proposed impacts to this wetland for the proposed two-family structure.

**Parcel Split**

The Applicant has submitted an application for the administrative subdivision of this property. City staff will process this application assuming ultimate approval by the City Council for the SUP for the proposed two-family home.

**Special Use Permit**

The Special Use Permit is for construction of a two-family residential structure in a R-3, Residential zoning district. Staff finds the following in regard to the criteria for Special Use Permits in the Zoning Ordinance:

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

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

The development of a two-family residential home is allowed with a special use permit under the R-3, Residential zoning district. The proposed use is compatible with development within the

vicinity which is characterized by low and medium density residential and residential compatible uses.

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

The proposed use will not interfere with the use and enjoyment of surrounding properties which consists of low density residential. The property and setbacks are of sufficient size to not interfere with neighboring properties.

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

The property is in an area marked for residential development in the Comprehensive Plan. A two-family home is consistent with the density and purpose of the R-3, Residential zoning district.

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

The proposed use is similar to uses of nearby properties in density and style.

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

The project will meet requirements for minimum distance from other two-family dwellings and minimum living area per unit. Refer to Table 1 for specifics of the zoning analysis.

**Findings of Fact and Recommendations**

Staff recommends approval of the special use application to construct a two-family dwelling in a subject to the following:

1. The applicant shall construct private sewer and water services for the two-family structure. The applicant is to secure permits for these facilities from St. Louis County prior to the issuance of any building permits.
2. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
4. Prior to issuance of a building permit, all necessary permits shall be obtained.



5. The approval is for a Special Use Permit for the purpose of constructing a two-family structure. The Community Development Director may approve minor variations to the application.
6. The applicant shall sign a consent form assenting to all conditions of this approval.
7. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

---

**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Location Map  
Proposed Site Plan  
Proposed Building Elevation  
Proposed Building Floor Plan

**Resolution No. 2023-89**

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

WHEREAS, RB Holdings, LLC (“Applicant”), owner of the property at 5106 Hermantown Road, submitted an application for a Special Use Permit for the construction of a two-family home in a R-3 Residential District (the “Project”), with a legal description as follows:

**Property ID: 395-0010-08205**  
Section 27, Township 50, Range 15

**That part of SE1/4 of NE1/4, described as follows: Beginning at the Southeast corner of said SE1/4 of NE1/4; thence on an assumed bearing of S89deg49'05"W, along the south line of said SE1/4 of NE1/4, a distance of 971.69 feet; thence N43deg59'47"E, a distance of 697.29 feet to the centerline of Hermantown Road; thence Southeasterly, along last described centerline, a distance of 545.83 feet to the east line of said SE1/4 of NE1/4; thence Southerly, along last described east line, a distance of 108.62 feet to said point of beginning, St. Louis County, Minnesota**

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on June 21, 2023 and recommended approval of the Special Use Permit at such meeting; and

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

**FINDINGS OF FACT**

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

The development of a two family residential home is allowed with a special use permit under the R-3, Residential zoning district. The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

The proposed use will not interfere with the use and enjoyment of surrounding properties which include low density residential. The property and setbacks are of sufficient size to not interfere with neighboring properties.

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

The property is in an area marked for residential development in the Comprehensive Plan. A twin home is consistent with the density and purpose of the R-3 – Residential zoning district.

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

The proposed use is similar to uses of nearby properties in density and style.

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

The project will meet requirements for minimum distance from other two-family dwellings and minimum living area per unit.

**CONCLUSION**

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

1. The applicant shall construct private sewer and water services for the two-family structure. The applicant is to secure permits for these facilities from St. Louis County prior to the issuance of any building permits.
2. The applicant is to install permanent wetland markers and provide the City with GPS points for their location at the two family home parcel.
3. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
4. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
5. Prior to issuance of a building permit, all necessary permits shall be obtained.
6. The applicant shall sign a consent form assenting to all conditions of this approval.
7. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_, Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

---

### **SPECIAL USE PERMIT**

**Permission is hereby granted to RB Holdings, LLC, (“Applicant”), and Clear Vision Builders LLC (Owner) owner of the property located at 5106 Hermantown Road, submitted an application for construction of a two family home at 5106 Hermantown Road (“Project”), and legally described in Attachment A.**

The permission hereby granted is expressly conditioned as follows:

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

failure to comply with the permit or applicable provisions of law.

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of a two family home at the applicants property located at 5106 Hermantown Road.
- k. The applicant shall sign a consent form assenting to all conditions of this approval.
- l. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.





**ATTACHMENT A**

**That part of SE1/4 of NE1/4, described as follows: Beginning at the Southeast corner of said SE1/4 of NE1/4; thence on an assumed bearing of S89deg49'05"W, along the south line of said SE1/4 of NE1/4, a distance of 971.69 feet; thence N43deg59'47"E, a distance of 697.29 feet to the centerline of Hermantown Road; thence Southeasterly, along last described centerline, a distance of 545.83 feet to the east line of said SE1/4 of NE1/4; thence Southerly, along last described east line, a distance of 108.62 feet to said point of beginning, St. Louis County, Minnesota**

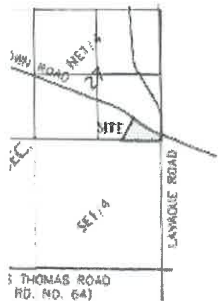
**Section 27, Township 50, Range 15**

Property ID: 395-0010-08205



# Location Map

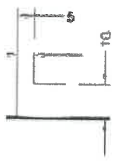




THOMAS ROAD  
RD. NO. 64

P. 50, RING. 15,  
COUNTY, MN

UTILITY EASEMENTS  
HUS:



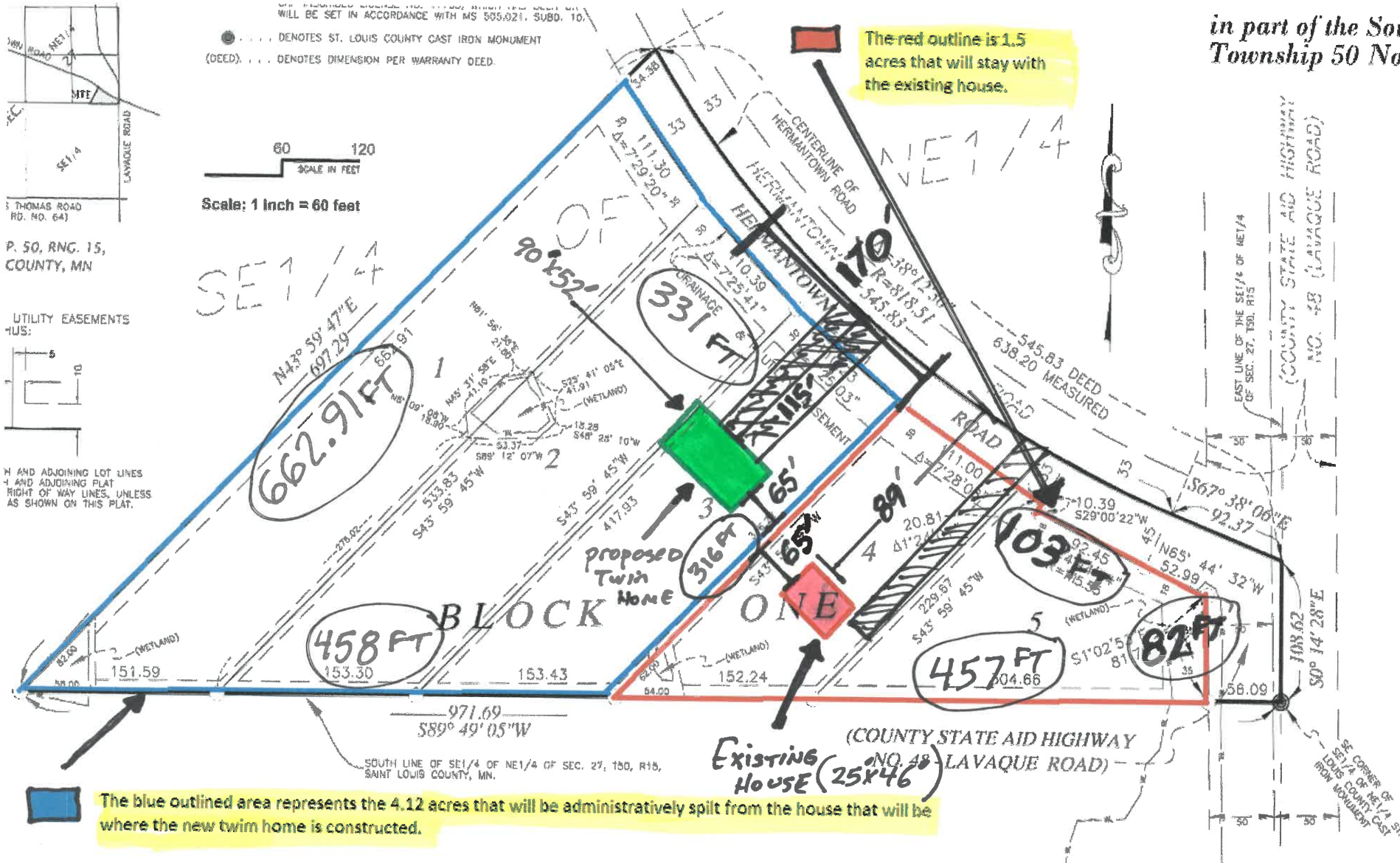
H AND ADJOINING LOT LINES  
AND ADJOINING PLAT  
RIGHT OF WAY LINES, UNLESS  
AS SHOWN ON THIS PLAT.

WILL BE SET IN ACCORDANCE WITH MS 595.021, SUBD. 10.

● . . . DENOTES ST. LOUIS COUNTY CAST IRON MONUMENT  
(DEED). . . DENOTES DIMENSION PER WARRANTY DEED.

60 120  
SCALE IN FEET

Scale: 1 Inch = 60 feet



The red outline is 1.5 acres that will stay with the existing house.

The blue outlined area represents the 4.12 acres that will be administratively split from the house that will be where the new twin home is constructed.

in part of the South Township 50 North









**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Keene Creek Park Improvements

**RESOLUTION:** 2023-90       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approve a bid proposal from Minnesota Wisconsin Playground for the purchase and installation of a play structure and park equipment at Keene Creek Park.

**BACKGROUND**

The City as part of the American Rescue Plan Act (ARPA) received funds in 2022 from the federal government. The City earmarked these funds for various City projects or needs with one of them being \$150,000 set aside for improvements to Keene Creek Park.

At past Park Board meetings, these funds were mentioned with discussions regarding how these funds should be spent on park improvements. At the October 2022 Park Board meeting, it was decided that a play structure, park furniture (benches, picnic table, trash receptacle, bike rack), a shade structure and a disc golf course should be pursued.

City staff has been discussing park improvements with Flagship Recreation who represents Landscape Structures. Flagship Recreation has designed and installed numerous park improvement projects in the Twin Ports area.

In addition, the City has contacted Minnesota Wisconsin Playground who has also provided a design. The City contracted with this company for the play structure equipment and installation at Rose Road Park.

Both companies worked with the \$150,000 budget amount and provided designs with a wood chip surface (currently used in all the parks) as well as a design with a poured in place resilient surface. The two surfacing designs were presented to the Park Board with the members being evenly split on the wood chip vs. resilient surface concepts. After further review, City staff is recommending the use of wood chips as it is in keeping with the other play structures in the parks, and the concerns about wood chips getting on top of the resilient surface and creating a maintenance issue. The play structure wood chip surface will be contained by a raised plastic border edge which will be installed by the equipment provider.



Both vendors provided similar designs in terms of play equipment/design elements as well as the \$150,000 budget. City staff is recommending the contract be with Minnesota Wisconsin Playground as they are able to conduct the work in 2023.

Staff has attached images of potential improvements for the park as well as the proposed material and installation bids. Staff will work with Minnesota Wisconsin Playground to coordinate a fall installation for these improvements. Public Works has indicated that they will be able to prepare the surface area for the play structure installation.

The quote includes frisbee golf nets as well. Staff will work on a course layout within the park and coordinate with Public Works on a future installation date.

---

**SOURCE OF FUNDS (if applicable)**

American Rescue Plan Act (ARPA) - 245-452100-530

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**ATTACHMENTS**

Resolution  
Playground Site Plan  
Play Structure Images  
Shade Structure Image  
Equipment Quote  
Installation Quote

**Resolution No. 2023-90**

**Resolution Awarding Contract For Play Structure Materials And Installation Services To Minnesota/Wisconsin Playground In The Amount Of \$150,000**

WHEREAS, the City of Hermantown desires to purchase play structure materials, site furniture and installation services; and

WHEREAS, the play structure materials and installation services will be provided by Minnesota/Wisconsin Playground; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the play structure materials and installation services to Minnesota/Wisconsin Playground.

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

1. Minnesota/Wisconsin Playground is hereby determined to be able to provide the play equipment materials, site furniture and installation services.
2. The price of \$150,000 for the play structure materials and installation services is hereby accepted.
3. The City will utilize funds for the payment of the play structure materials, site furniture and installation from monies received from the American Rescue Plan Act (ARPA).- 245-452100-530.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_, Mayor Boucher, aye

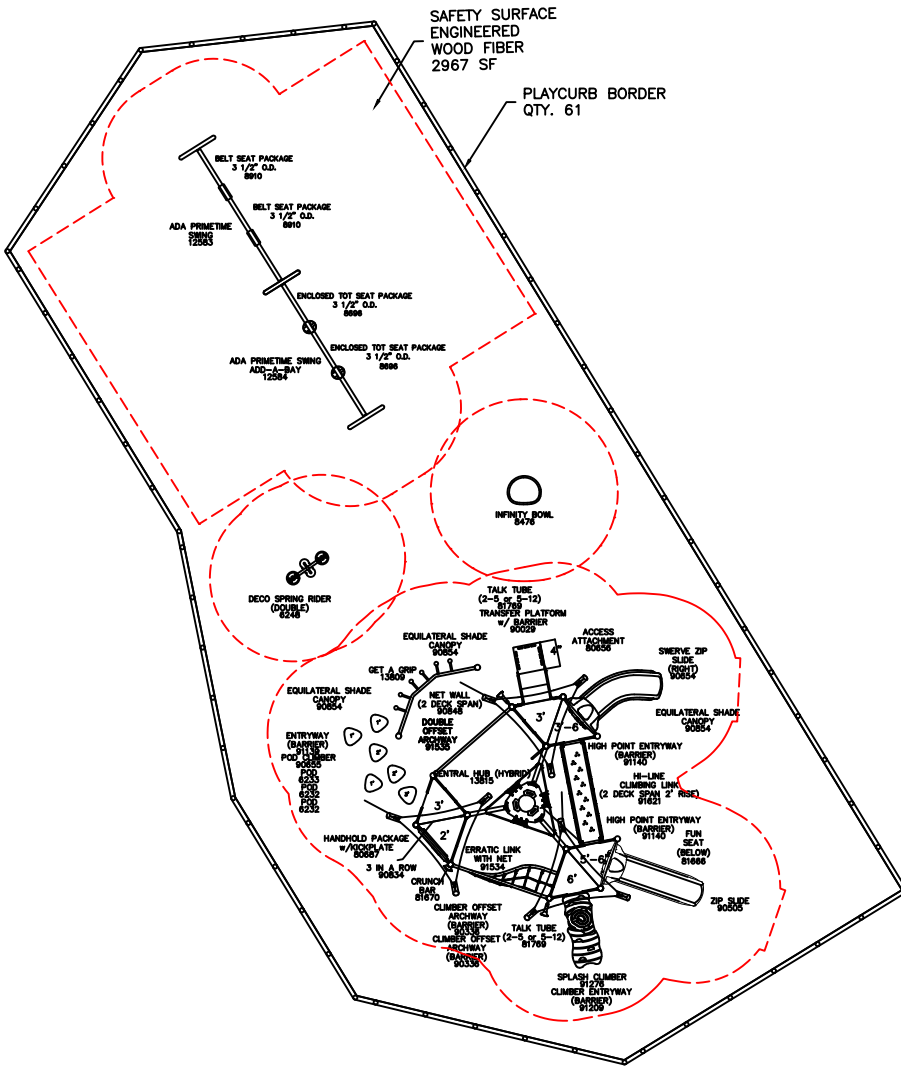
and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.

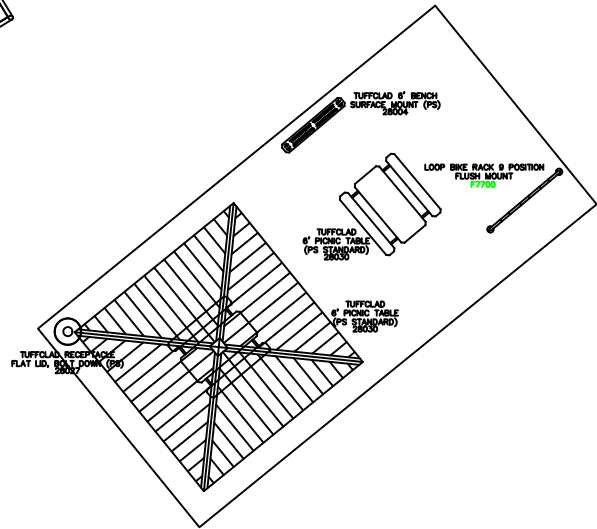


Please Initial & Sign the Final Top View:



While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

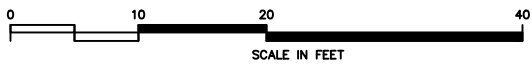
Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall not be installed until play equipment has been installed.



ADA REQUIREMENTS FOR STRUCTURE AGES 5-12 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	9	REQ'D.	5
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	7	REQ'D.	5
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	0	REQ'D.	0
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	10	REQ'D.	3
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	4	REQ'D.	4

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE



Sold & Distributed By:  
**MINNESOTA WISCONSIN PLAYGROUND**  
 THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

P.O. Box 27328, Golden Valley, MN 55427  
 763-546-7787 1-800-622-5425  
 Fax 763-546-5040  
 E-Mail info@mnwiplay.com

Keene Creek Park - Option A  
 Hermantown, MN  
 6-22-23 DWG. D11763T4 OPT A





# SUPERIOR<sup>®</sup>

## RECREATIONAL PRODUCTS

PROJECT: TBD

LOCATION: TBD

BUILDING TYPE: 4S16-AS

ROOF TYPE: MULTI-RIB



### DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

#### FABRICATOR APPROVALS:

CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010  
 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #1596  
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0033  
 CITY OF HOUSTON, TX APPROVED FABRICATOR #470  
 CLARK COUNTY, NV APPROVED FABRICATOR #264  
 STATE OF UTAH APPROVED FABRICATOR 02008-14

#### CERTIFICATES:

MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 13-0813.16  
 PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

#### MATERIALS:

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653

#### GENERAL NOTES:

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. SRP MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, SRP MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL 116

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

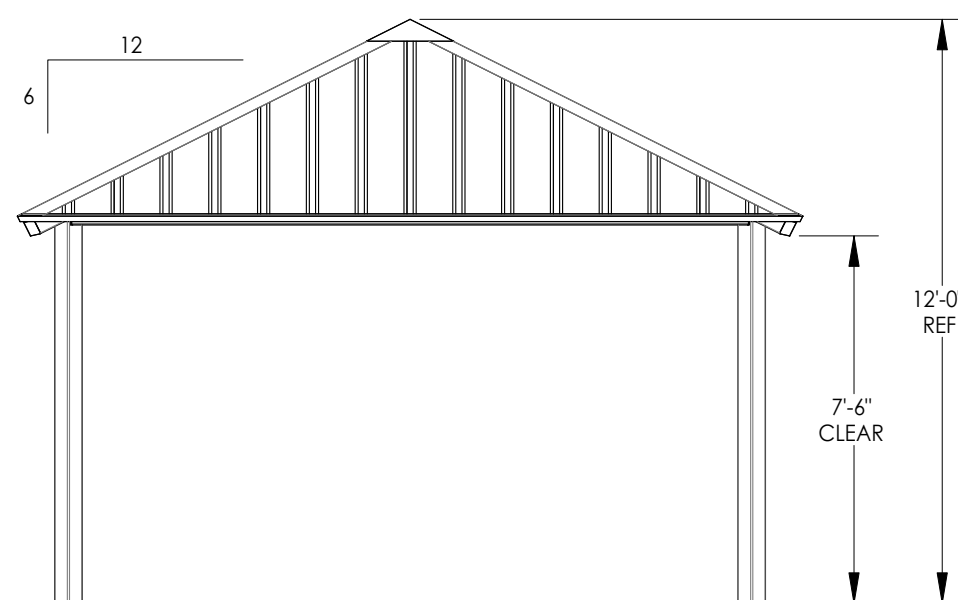
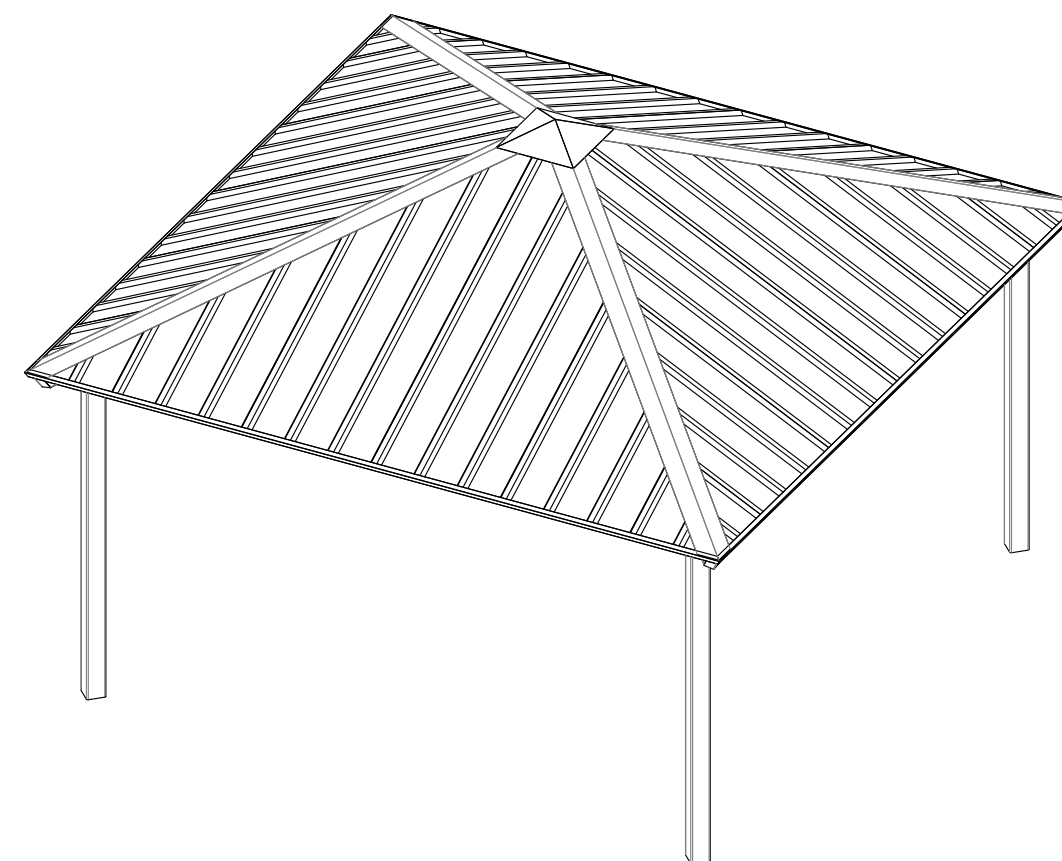
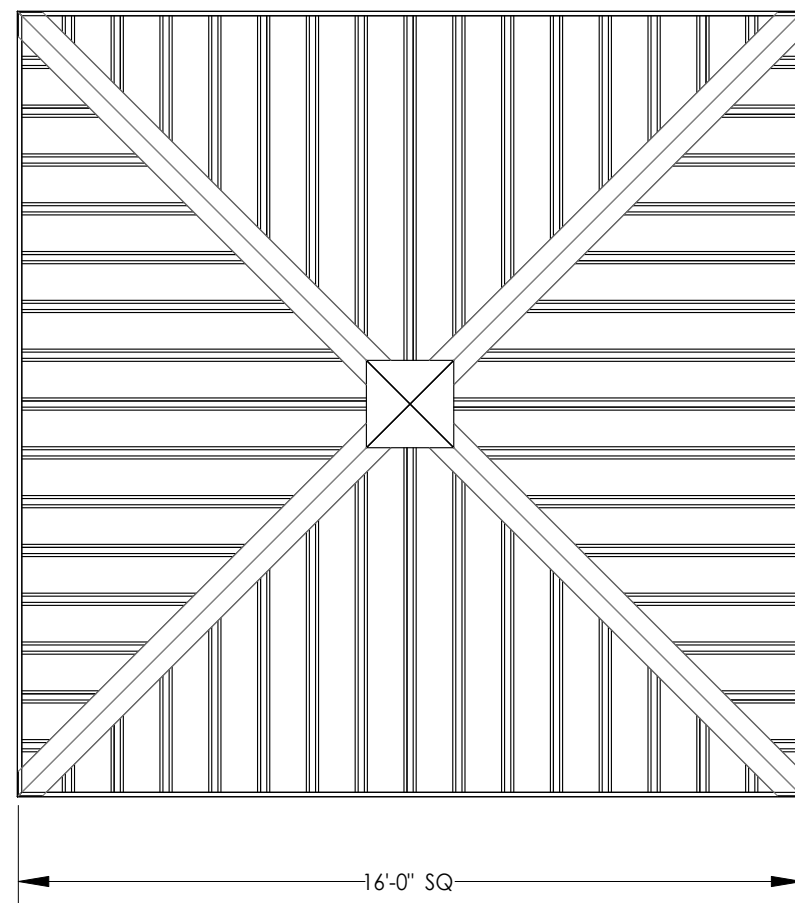
FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

**STOP!!**  
**NOT FOR CONSTRUCTION**  
 USE FOR PRELIMINARY  
 PLANNING AND ESTIMATING  
 ONLY

DRAWING: COVER SHEET		REV LEVEL: A
SCALE: NTS		
<b>SUPERIOR<sup>®</sup></b> RECREATIONAL PRODUCTS <small>COPYRIGHT 2016                  PATENTED OR PATENTS PENDING                  SUPERIOR RECREATIONAL PRODUCTS 1050 COLUMBIA DR. CARROLLTON, GA 30117</small>		(866)341-4364 <a href="http://www.srpshelter.com">www.srpshelter.com</a> A <b>PLAYCORE</b> Company
		SHEET <b>CS</b>

**GENERAL ROOF NOTES:**

1. METAL ROOFING:  
24 GAUGE  
GALVALUME COATED  
KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE SRPSHELTER.COM FOR  
COLOR OPTIONS

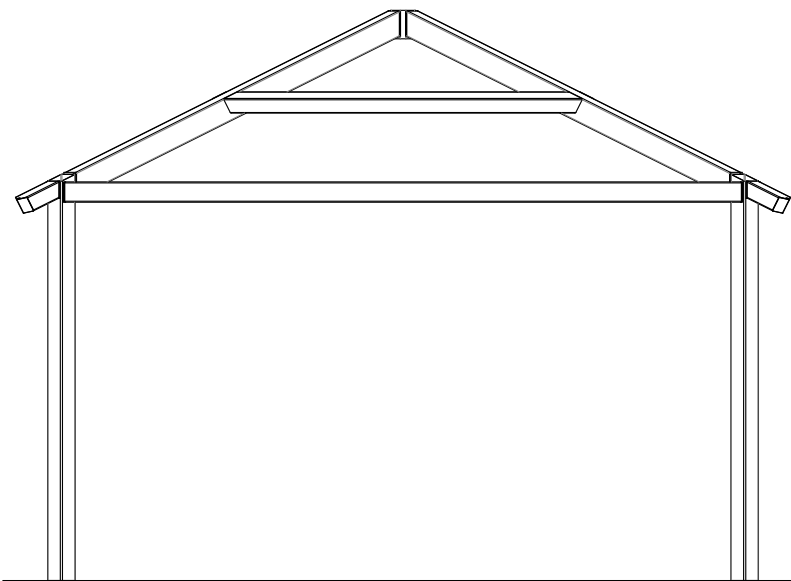
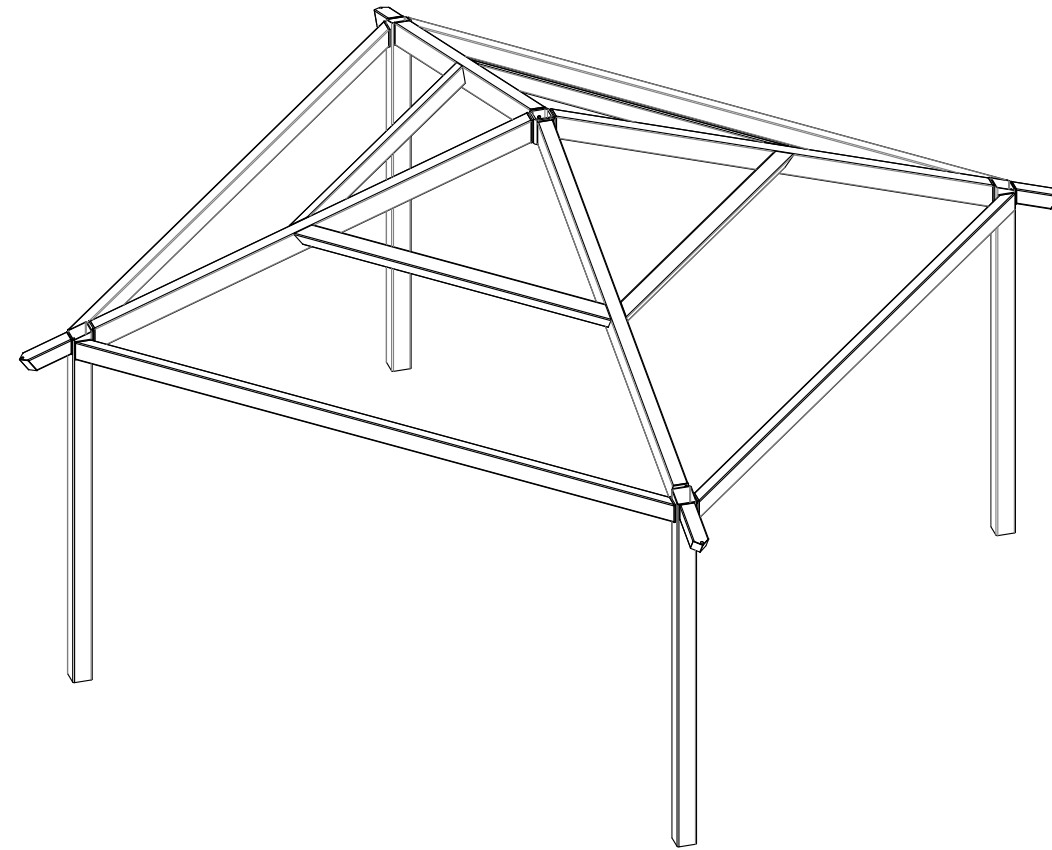
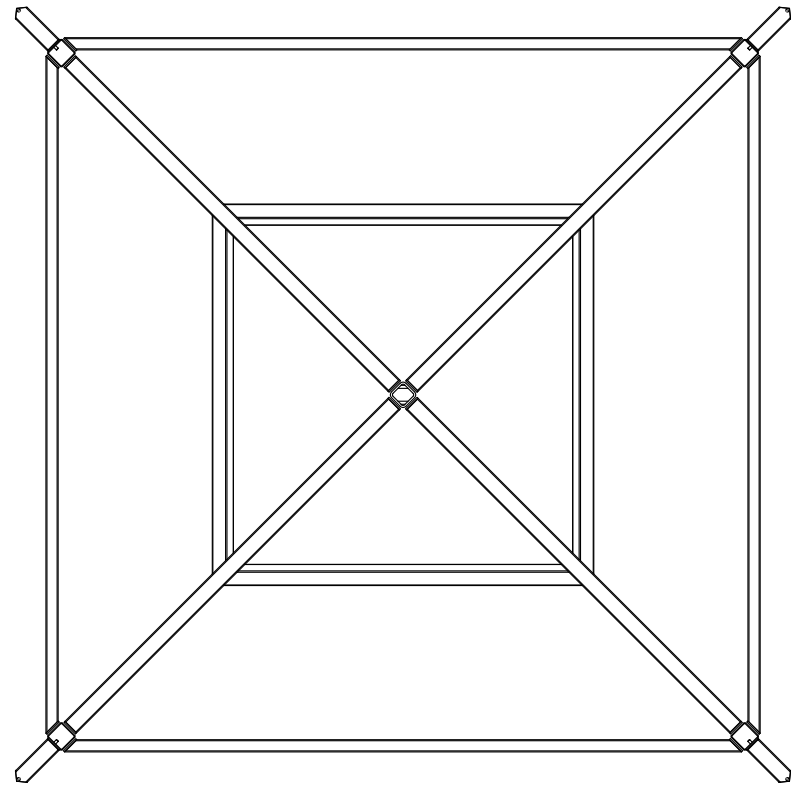


FINISH GRADE.  
MOUNTING VARIES  
BASED ON ENGINEERING  
REQUIREMENTS.

117

**STOP!!**  
**NOT FOR CONSTRUCTION**  
**USE FOR PRELIMINARY**  
**PLANNING AND ESTIMATING**  
**ONLY**

DRAWING: ARCHITECTURAL ELEVATIONS	
SCALE: NTS	REV LEVEL: A
(866)341-4364 <b>SUPERIOR</b> <a href="http://www.srpshelter.com">www.srpshelter.com</a> RECREATIONAL PRODUCTS	
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SHEET	
<b>1</b>	

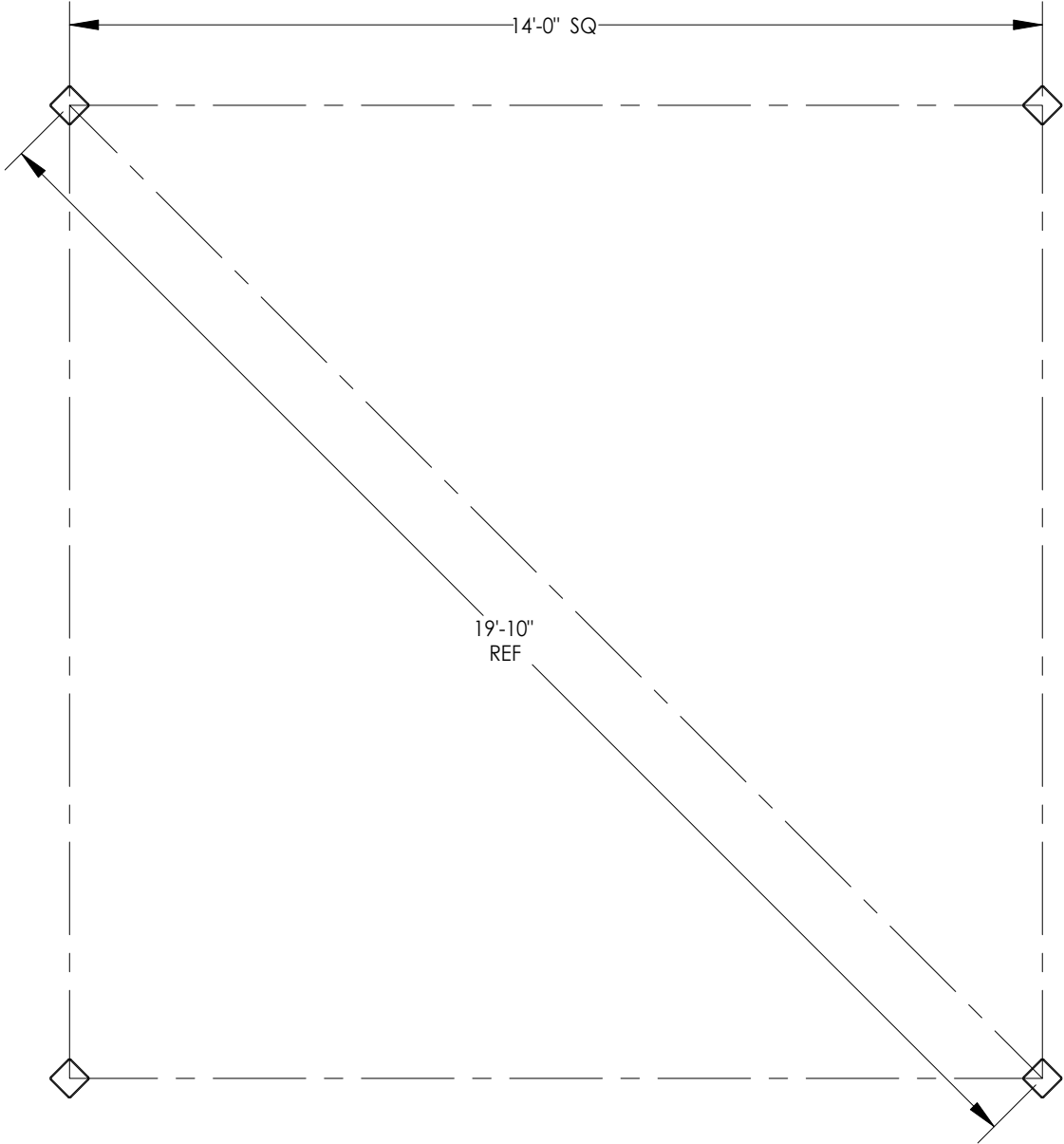


**STOP!!**  
**NOT FOR CONSTRUCTION**  
 USE FOR PRELIMINARY  
 PLANNING AND ESTIMATING  
 ONLY

DRAWING: STRUCTURAL FRAMING PLAN	
SCALE: NTS	REV LEVEL: A
SUPERIOR <sup>®</sup> RECREATIONAL PRODUCTS (866)341-4364 www.srpshelter.com COPYRIGHT 2016 PATENTED OR PATENTS PENDING A PLAYCORE Company SUPERIOR RECREATIONAL PRODUCTS 1050 COLUMBIA DR. CARROLLTON, GA 30117	
SHEET <b>2</b>	

**BASEPLATE NOTES:**

- 1. SRP ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- 2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



**STOP!!**  
**NOT FOR CONSTRUCTION**  
**USE FOR PRELIMINARY**  
**PLANNING AND ESTIMATING**  
**ONLY**

DRAWING: COLUMN LAYOUT	
SCALE: NTS	REV LEVEL: A
<b>SUPERIOR</b> <sup>®</sup> RECREATIONAL PRODUCTS A <b>PLAYCORE</b> Company	
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**SUPERIOR<sup>®</sup>**  
RECREATIONAL PRODUCTS



**FRAME COLOR: ICED COFFEE**  
**ROOF COLOR: EVERGREEN**  
COLORS SHOWN ARE FOR REFERENCE ONLY.  
CONTACT [ShadeAndShelter@SIIBrands.com](mailto:ShadeAndShelter@SIIBrands.com)  
TO REQUEST ACTUAL COLOR SAMPLES.

120

4S16-AS





Minnesota / Wisconsin Playground  
 5101 Highway 55, Suite 6000  
 Golden Valley, Minnesota 55422  
 Ph. 800-622-5425 | 763-546-7787  
 Fax 763-546-5050 | tim@mnwiplay.com

06/26/2023  
 Quote #  
 103806-01-27

CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - M

City of Hermantown  
 Attn: Eric Johnson  
 5101 Maple Grove rd  
 Hermantown, MN 55811  
 Phone: 218-729-3618  
 Fax: N/A  
 eric.johnson@hermantownmn.com

Ship to Zip 55811

Quantity	Part #	Description	
1	RDU	GameTime - PowerScape Play Unit, Ages 5-12	
1	RDU	GameTime - Primetime Swing Unit	
1	8476	GameTime - Infinity Bowl	
1	6248	GameTime - Deco Spring Rider Double	
9	SITE	Other - Disc Golf Nets - Budgetary	
61	4862	GameTime - 12" Playground Border	
1	RDU	GT-Site - Site Furnishings	
1	SHELTER	Install - 4S16-AS Shelter	
1	161291	GameTime - Geo-Textile 1125 Sqft Roll	
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	
1	EFW	EWFLGE - Engineered Wood Fiber Safety Surfacing- 147 CY	
1	178749	GameTime - Owner's Kit	
<b>Total</b>			<b>\$116,252.03</b>

### Comments

Customer is responsible for demolition and excavation  
 Customer is responsible for providing a flat and level area with less than 1% grade change  
 Customer is responsible for providing a concrete pad for site furnishings

This quotation is subject to current Minnesota/Wisconsin Playground (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.





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06/26/2023  
Quote #  
103806-01-27

CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - M

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within six to eight weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



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06/26/2023  
Quote #  
103806-01-27

CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - M

Order Information:

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Purchase Amount: \$116,252.03





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06/26/2023  
 Quote #  
 103806-01-28

CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - I

City of Hermantown  
 Attn: Eric Johnson  
 5101 Maple Grove rd  
 Hermantown, MN 55811  
 Phone: 218-729-3618  
 Fax: N/A  
 eric.johnson@hermantownmn.com

Ship to Zip 55811

Quantity	Part #	Description	
1	INSTALL	Install - Installation of Play Equipment- Includes layout and digging for footings Includes disposal of packing material Includes accepting and unloading of delivery	
1	INSTALL	Install - Installation of Safety Surfacing- Includes installation of EWF Includes installation of Geo-Textile Fabric Includes installation of Playcurb Border	
<b>Total</b>			<b>\$33,747.97</b>

**Comments**

Customer is responsible for demolition and excavation  
 Customer is responsible for providing a flat and level area with less than 1% grade change  
 Customer is responsible for providing a concrete pad for site furnishings

This quotation is subject to current Minnesota/Wisconsin Playground (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.





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CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - I

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

Freight charges: Prepaid & added

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.





## CONSULTANT: TIM NEWGARD

# Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - I

### Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.

#### + INCLUSIONS +

- + One mobilization
- + Public utility locates only
- + Installation of equipment as outlined on quote #103806-01-27
- + Marking and digging of footings holes to accept direct embedment supports as needed
- + Unpacking of play equipment
- + Assembly of play equipment
- + Concrete for footings as needed
- + Pouring of concrete for footings
- + Engineered wood fiber (EWF) surfacing
- + Spreading of EWF
- + Construction tape/temporary bracing (as needed)
- + Standard insurance offerings
- + Standard warranty offerings
- + Standard industry accepted labor wages
- + Play curb order to help contain playground safety surfacing
- + Disposal of packing material
- + Accepting and unloading of order(s)/shipment(s) prior to installation

#### - EXCLUSIONS -

- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)
- Bonding of any type





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CONSULTANT: TIM NEWGARD

## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - I

- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages
- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.

(Name) \_\_\_\_\_  
(Cell) \_\_\_\_\_  
(Other Telephone Number) \_\_\_\_\_

Installations for 2023: Your requested installation time frame has been noted but please keep in mind, completion of projects such as yours, as outlined in the project scope herein, cannot be guaranteed. Should you wish us to attempt to have your project completed with special circumstances taken into consideration, please telephone your company contact to discuss alternate installation processes and costs. Some tasks, like unloading your order/shipment and storing your shipment, can help in completing your project. As soon as the weather/install calendar allows in 2023 your project can be scheduled accordingly. As always, weather plays a major role in scheduling installations and will affect completion of projects. For 2023, as with other years, an estimated installation start date will be around May 1st, but again, this cannot be guaranteed as Minnesota and Wisconsin weather can be unpredictable.

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.





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## Keene Creek Park - Hermantown, MN - D1 1763T4 OPT A - I

Order Information:

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Purchase Amount: \$33,747.97







**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** Final Order for Review – Draft Alternative Urban Areawide Review (AUAR) document

**RESOLUTION:** 2023-91       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Authorize Braun Intertec Corporation (Braun) to proceed with the Final Order for Review of the Draft Alternative Urban Areawide Review (AUAR) document associated with the Hermantown Business Park project.

**BACKGROUND**

HEDA is working with Bruan Intertec to prepare an Alternate Urban Areawide Review of the properties in a proposed Hermantown Business Park at the corner of Ugstad Road and Hwy 53. There are several steps in this process, with the public comment period for the Scoping AUAR Scoping document being completed on June 15. There were no public or agency comments received.

The next step is to authorize Braun to proceed with the completion of the Draft AUAR document and mitigation plan. A portion of this work has already been completed with the Scoping Document as well as the completion of the traffic study. Per the attached schedule a draft of this draft document will be available to the City and stakeholders on July 24, 2023.

The anticipated completion and City adoption of the Final AUAR document is October 2023.

This item was also reviewed and authorized by HEDA at their June 29, 2023 meeting.

**SOURCE OF FUNDS (if applicable)**

HEDA 230-465100-319

**ATTACHMENTS**

Resolution  
AUAR Schedule – Hermantown Business Park

**Resolution No. 2023-91**

**Resolution Authorizing The Preparation Of The Draft Alternative Urban Areawide Review (Auar) Document For The Hermantown Business Park**

WHEREAS, the Hermantown City Council desires to consider the construction of the Hermantown Business Park ( Development”) within the City of Hermantown and as shown on Exhibit A attached hereto; and

WHEREAS, the City Council and HEDA has received the AUAR Large Specific Project Scoping document for the Hermantown Business Park (Project); and

WHEREAS, the City, as the Responsible Governmental Unit (hereinafter referred as the “RGU”), had ordered that an Alternative Urban Areawide Review (hereinafter referred to as the “AUAR”) is required for the Project per Minnesota Rules 4410.3610 (described below); and

WHEREAS, the Project is approximately 119.8 areas (Study Area); and

WHEREAS, Project proposes to construct one through street and up to 22 new buildings of variable sizes from 7,800 to 299,000 square feet, totaling up to 942,000 square feet of new and existing buildings. The proposed uses of the newly constructed buildings would be light industrial, warehousing, and commercial uses including offices and retail; and

WHEREAS, there are no specific end users or specific projects planned within the Study Area and the AUAR will be used as a planning and environmental review document for future project specific individual plans and uses within the Study Area; and

WHEREAS, the AUAR Large Specific Project Scoping document, was submitted to the Minnesota Environmental Quality Board’s EQB Monitor on May 9, 2023 for public review and comment as part of the AUAR process as described in Minnesota Rules 4410.3610, Subp. 5.A.; and

WHEREAS, at the conclusion of the 30 day public comment period on June 15, 2023 the RGU had not received any public or government agency comments, and

WHEREAS, pursuant to Minnesota Rules 4410.3610, subpart 5.a (D), the RGU must adopt a Final Order for Review for the preparation of a draft AUAR and mitigation plan (based on the development scenario presented in the AUAR Large Specific Project Scoping document) to analyze the individual and cumulative potential effects from the largest building footprints possible and lot configurations with consideration given to existing natural resources, planning and zoning requirements, market trends, and infrastructure needs, and

THEREFORE BE IT RESOLVED, the City Council directs City staff to proceed with the preparation of the draft AUAR and mitigation plan for the development scenario.

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:

Councilors \_\_\_\_\_ and Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted July 5, 2023.

CADD QUALIFICATION

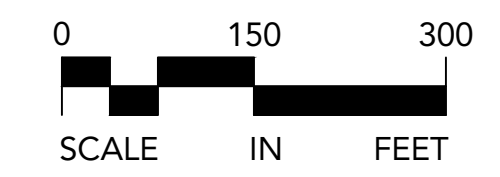
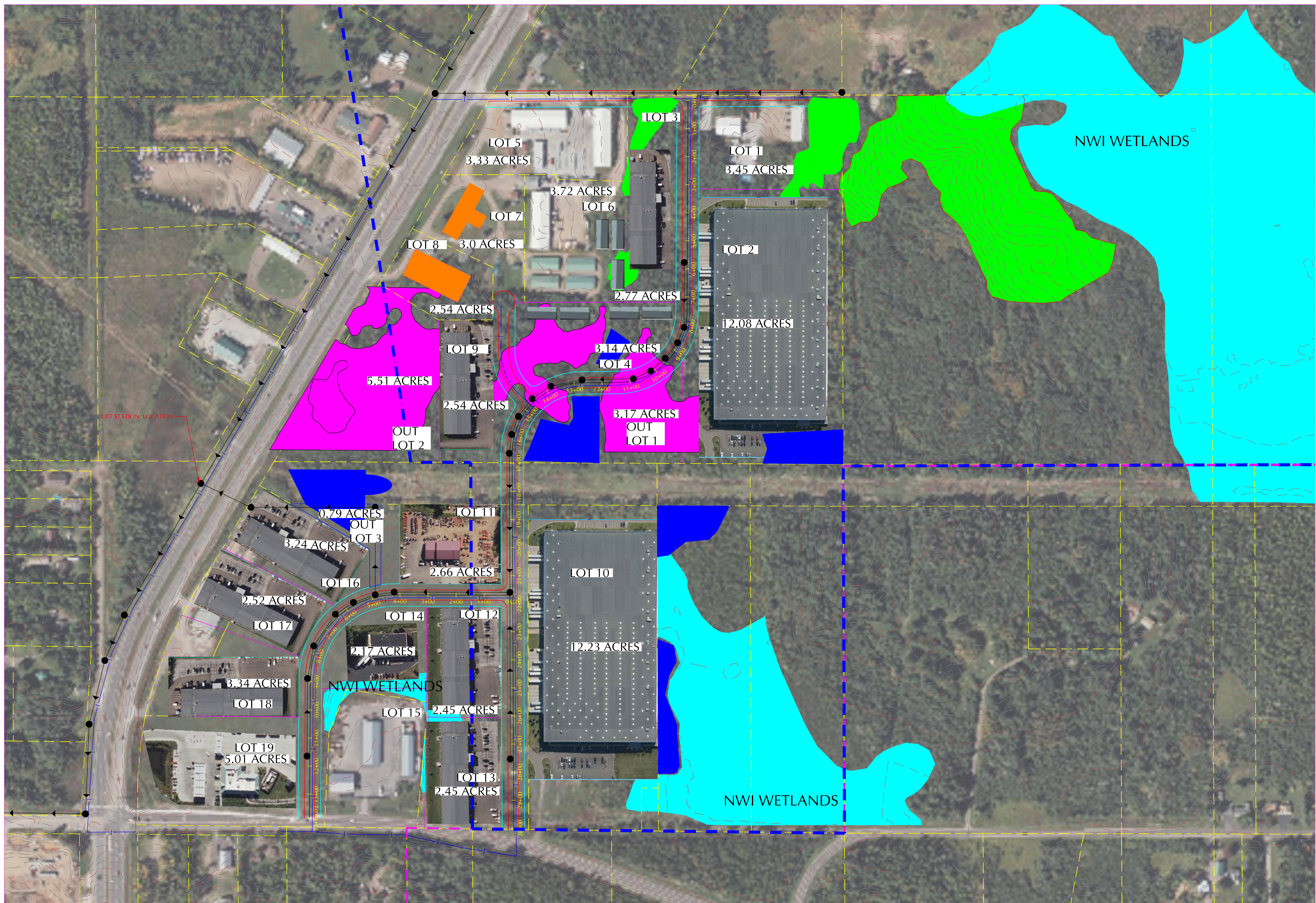
CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of the party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

PROFESSIONAL SIGNATURE

QUALITY CONTROL

LARGE LOTS  
- WITH LOT  
SIZES





**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Compensation Study

**RESOLUTION:** 2023-92       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Approve contract with Baker Tilly for a compensation study

**BACKGROUND**

Last month the City Council considered the issue of compensation for City employees as it relates to our ability to recruit and retain the type of employees we want working for the City. We also discussed some changes in our organization structure (for example taking on the Fire Dept using a Public Safety Dept, as opposed to a Police Dept). The recommendation and general consensus was to hire a firm to review our compensation plan for updated market rates and appropriate internal relationships between position.

The City’s current compensation plan was created in 2013, and a lot of changes have occurred since that time. Baker Tilly, who completed that study and currently reviews our plan for compliance with the Minnesota Pay Equity Act, has provided the attached proposal

**SOURCE OF FUNDS (if applicable)**

ARPA Fund 245-415300-319

**ATTACHMENTS**

- Resolution
- Contract
- Proposal

**Resolution No. 2023-92**

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Consulting Services With Baker Tilly (Independent Contractor)**

WHEREAS, the City desires to consult with Baker-Tilly (“Consultant”) to conduct a compensation study for City employees (“Project”); and

WHEREAS, Consultant is willing to provide consulting services with regard to the Project as outlined in Exhibit A; and

WHEREAS, an Agreement for Consulting Services between the City of Hermantown and Baker Tilly with respect to such services is attached hereto Exhibit B; and

WHEREAS, the City Council has duly considered the attached Agreement for Consulting Services and believes that it is in the best interests of the City of Hermantown for it to enter into such Agreement with Baker Tilly.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Agreement for Consulting Services attached hereto between the City of Hermantown and Baker Tilly.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on July 5, 2023.

**EXHIBIT A**  
**AGREEMENT FOR CONSULTING SERVICES**  
**FOR CONSULTING SERVICES FOR THE COMPLETION OF A COMPENSATION**  
**STUDY FOR THE CITY OF HERMANTOWN**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **City of Hermantown**, hereinafter referred to as “City”, and **Baker Tilly**, hereinafter referred to as “Consultant”, in response to the following situation:

- A. City desires to obtain consultant services for the Hermantown Compensation Study (“Project”).
- B. Consultant submitted a submitted a Proposal (Exhibit A) to the City’s request for consulting services; and
- C. Consultant is willing to provide consulting services to City pursuant to the terms of this Agreement.

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

- 1. Services to be Performed.
  - 1.1 The scope of services to be provided to City by Consultant is as set forth in the Proposal.
  - 1.2 The principal contact person for Consultant is \_\_\_\_\_.
- 2. Personnel. Consultant will secure, at its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, City.
- 3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of City. The subcontractors identified in the Proposal are hereby approved.
- 4. Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.

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

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

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

7.1 Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least One Million Dollars (\$2,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least One Million Dollars (\$2,000,000.00).

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

Consultant shall indemnify and hold harmless City 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 City 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 City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, 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. City shall be named as additional insured under such policy(ies). 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. Consultant



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 Consultant.

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

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in the Proposal. Consultant shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. The Consultant's compensation shall not exceed \$24,900.00 and shall be based on actual hours spent in the performance of Consultant's services.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

11. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

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

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

All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to the City no matter what their status might be under federal law.

Consultant shall provide City with copies of all Project Materials

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

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

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

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

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

16. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. Consultant's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

**CITY:**  
**City of Hermantown**

By \_\_\_\_\_  
Its Mayor

And By \_\_\_\_\_  
Its City Clerk

**CONSULTANT:**  
**Baker Tilly**

By \_\_\_\_\_  
Its \_\_\_\_\_

John Mulder  
City Administrator  
Hermantown, MN  
5105 Maple Grove Road  
Hermantown, MN 55811

Dear Mr. Mulder,

Baker Tilly US, LLP (Baker Tilly) appreciates the opportunity to create a mutually beneficial relationship with the City of Hermantown, MN (the City) regarding your request for proposal for a compensation study. Baker Tilly's public sector industry specialization and recognition as a national leader in human capital management uniquely qualify our firm to assist you with this important engagement.

Based on our previous successes performing similar studies, our team of compensation professionals and subject-matter specialists will provide exceptional value to the City and exceed your objectives on this important engagement. As your Value Architects™, we will provide you with meaningful recommendations and a clear road map toward producing best-in-class results.

## Why Baker Tilly?

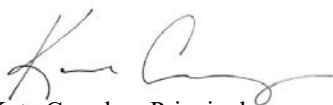
As you evaluate our proposal, consider several important factors that distinguish Baker Tilly from other firms, but none more important than:

- Significant government industry expertise
- National experience in compensation consulting
- All the services you need under one roof
- A flexible approach aligned with the City's culture and unique needs
- Ability to respond and adapt quickly

We will listen first, work with you to develop a blueprint and then assemble the right resources to solve pressing problems and seize new opportunities. Our goal is to enhance and protect the City's value — the value you created; the value you want to nurture and grow.

On behalf of our entire team, we are excited about the opportunity to work alongside the City in support of your mission to lead enterprise human capital management for the optimal customer experience.

Sincerely,



Kate Crowley, Principal  
Baker Tilly US, LLP  
+1 (608) 240 6718 | [kate.crowley@bakertilly.com](mailto:kate.crowley@bakertilly.com)



Jada Kent, CCP, Practice Leader | Senior Manager  
Baker Tilly US, LLP  
+1 (940) 368 3033 | [jada.kent@bakertilly.com](mailto:jada.kent@bakertilly.com)

## Scope of services

Delineated on the following pages is our methodology and proposed project scope for the City of Hermantown's Classification and Compensation Study. Baker Tilly's approach and project tools were

developed by Certified Compensation Professionals on our team. We take pride in our ability to provide your organization with sound results and recommendations that, if implemented, are fair and defensible.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

**Phase 1**

***Project initiation and data collection***

Baker Tilly will begin by meeting with the City’s project team to establish working relationships, finalize a work plan and help ascertain major issues your organization seeks to address in your compensation study. Next, Baker Tilly will collect documentation from the City, such as job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc.

**Phase 2**

***Job evaluation***

Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a proprietary point-factor job evaluation system known as SAFE® (Systematic Analysis and Factor Evaluation), which was developed specifically for the evaluation of public sector positions. For each compensable factor, there are multiple levels with a point value for each. The end result of this process is a total score for each position. This is used to determine a hierarchy of jobs relative to internal equity. SAFE is consistent with federal Equal Pay Act.

The nine compensable factors measured by SAFE include:

COMPENSABLE FACTOR	WEIGHT	DESCRIPTIONS / MEASUREMENT
1. Education	16%	Minimum formal education level required by the position
2. Experience	12%	Minimum years of experience required by the position
3. Level of Work	14%	Degree of difficulty of work performed by the position
4. Human Relations	8%	Type and level of human interactions
5. Physical Demands	5%	Physical exertion performed by the position
6. Working Conditions	7%	Environmental conditions experienced by the positions
7. Independence to Act	12%	Degree of independence to make decisions and act on them
8. Impact of Actions	14%	Severity of consequences as a result of decisions
9. Supervision Exercised	14%	Type and level of supervision exercised
	100%	TOTAL

Baker Tilly will use existing job descriptions and if needed, employee submitted PAQs to conduct job evaluation. These results will be provided to the City’s project team for review, if necessary.

*Please note that Baker Tilly’s recommendations on FLSA regulations are based on our staff’s nonlegal interpretation of the Department of Labor guidance. We recommend that clients obtain separate legal reviews of all positions regarding FLSA decisions.*

**Phase 3**

***Market assessment***

**Peer organizations:** Baker Tilly will work with the City to establish a list of comparable peer organizations to include in the study. Generally, these organizations will be similar in size, services provided, and have

similar jobs. These organizations are often those you lose employees to or gain them from; however, it may be necessary to consider public peer organizations similar in size and services but that are outside the immediate geographic area. Early in the process we like to collect feedback from department heads about what organizations they recommend included. This list often serves as our starting point for establishing an approved list of peers to move forward with.

Private sector companies rarely respond to market survey requests. Therefore, to represent the private sector in the data set, we utilize pay data contained in the following survey sources:

- CompAnalyst
- Bureau of Labor Statistics
- Economic Research Institute (ERI)

To maintain a competitive price for the project, we have assumed the custom market survey will be distributed to up to 12 public peer organizations and data from 3 published sources will be included as a private sector representative.

**Benchmark positions:** We understand that this project includes approximately 22 job classification titles.

**Data analysis:** In distributing the custom market study, Baker Tilly will request base pay ranges for analogous positions. The survey will include a minimum qualification and a summary of work performed by each position to assist peers in matching their positions. Baker Tilly will review and validate survey responses to confirm a 75% overlap in duties and responsibilities, as this is the best practice definition of a “good” match.

Adjustments may be applied to establish consistency in market comparison, those include:

- Adjustments for differences in workweek hours
- Aging the data if it’s not for the current fiscal year
- Geographic cost of labor adjustments

Once the compiled data has been analyzed for quality assurance, Baker Tilly will deliver two market reports. First, an aggregate of the average minimum, midpoint and maximum for each benchmark, and second, a comparison of the City’s current midpoints against the market average midpoint. Additional market scenarios demonstrating above and below the market will also be prepared to allow the City to select their desired position within the marketplace.

### *Sample Market Results*

Department	Benchmark Position	# of Matches	Average Minimum	Average Midpoint	Average Maximum	% Range Spread
Administration	Town Manager	14	\$133,003.42	\$166,327.94	\$192,779.77	45%
Finance	Finance Manager	12	\$87,484.24	\$105,244.77	\$128,690.21	47%
Finance	Finance Office Clerk	12	\$43,750.82	\$52,916.05	\$62,081.29	42%
Multiple	Administrative Assistant	19	\$42,709.35	\$52,112.32	\$61,515.30	44%
Municipal Court	Municipal Court Clerk	12	\$51,559.54	\$63,222.89	\$76,148.08	48%
Personnel/Town Clerk	Senior Deputy Town Clerk	13	\$56,707.23	\$68,626.66	\$80,165.01	41%
Planning and Building	Building Official	15	\$82,170.77	\$101,907.19	\$114,654.55	40%
Police	Lieutenant	13	\$87,691.54	\$103,135.86	\$121,882.38	39%
Police	Police Officer	14	\$61,385.45	\$73,172.82	\$85,020.00	39%
Police	Sergeant	15	\$76,798.53	\$91,309.10	\$105,819.67	38%
Public Works	Equipment Operator	12	\$49,796.70	\$60,221.63	\$70,646.57	42%
Public Works	Facilities Assistant	18	\$44,470.32	\$54,913.53	\$64,697.56	45%
Public Works	Facilities Manager	18	\$78,592.35	\$95,755.79	\$114,117.09	45%
Public Works	Fleet Manager	14	\$75,596.40	\$94,616.97	\$111,316.90	47%
Public Works	Journeyman Mechanic	17	\$51,758.29	\$62,686.63	\$73,614.97	42%
Public Works	Street Operator	13	\$44,365.97	\$55,904.46	\$65,812.66	48%
Public Works	Streets Manager	15	\$75,199.78	\$91,965.53	\$106,197.62	41%
Transit	Custodian	12	\$34,809.15	\$42,461.03	\$50,112.90	44%

Sample Market Comparison

Department	Position Title	Current Midpoint	95% of Market	+ / (-) Mkt	Average Midpoint	+ / (-) Mkt	105% of Market	+ / (-) Mkt
Administration	Town Manager		\$158,011.54		\$166,327.94		\$174,644.34	
Finance	Finance Manager	\$ 87,140.65	\$99,982.54	▲14.7%	\$105,244.77	▲20.8%	\$110,507.01	▲26.8%
Finance	Finance Office Clerk	\$ 50,797.97	\$50,270.25	▼(1.0%)	\$52,916.05	▲4.2%	\$55,561.86	▲9.4%
Multiple	Administrative Assistant	\$ 58,840.00	\$49,506.71	▼(15.9%)	\$52,112.32	▼(11.4%)	\$54,717.94	▼(7.0%)
Municipal Court	Municipal Court Clerk	\$ 61,818.78	\$60,061.75	▼(2.8%)	\$63,222.89	▲2.3%	\$66,384.04	▲7.4%
Personnel/Town Clerk	Senior Deputy Town Clerk	\$ 75,141.11	\$65,195.32	▼(13.2%)	\$68,626.66	▼(8.7%)	\$72,057.99	▼(4.1%)
Planning and Building	Building Official	\$106,046.14	\$96,811.83	▼(8.7%)	\$101,907.19	▼(3.9%)	\$107,002.55	▲0.9%
Police	Lieutenant	\$106,046.14	\$97,979.06	▼(7.6%)	\$103,135.86	▼(2.7%)	\$108,292.65	▲2.1%
Police	Police Officer	\$ 75,141.11	\$69,514.18	▼(7.5%)	\$73,172.82	▼(2.6%)	\$76,831.46	▲2.2%
Police	Sergeant	\$ 91,552.14	\$86,743.65	▼(5.3%)	\$91,309.10	▼(0.3%)	\$95,874.56	▲4.7%
Public Works	Equipment Operator	\$ 53,337.87	\$57,210.55	▲7.3%	\$60,221.63	▲12.9%	\$63,232.71	▲18.6%
Public Works	Facilities Assistant	\$ 53,337.87	\$52,167.85	▼(2.2%)	\$54,913.53	▲3.0%	\$57,659.20	▲8.1%
Public Works	Facilities Manager	\$ 85,015.27	\$90,968.00	▲7.0%	\$95,755.79	▲12.6%	\$100,543.58	▲18.3%
Public Works	Fleet Manager	\$ 87,140.65	\$89,886.12	▲3.2%	\$94,616.97	▲8.6%	\$99,347.81	▲14.0%
Public Works	Journeyman Mechanic	\$ 71,562.96	\$59,552.30	▼(16.8%)	\$62,686.63	▼(12.4%)	\$65,820.96	▼(8.0%)
Public Works	Street Operator	\$ 50,797.97	\$53,109.24	▲4.5%	\$55,904.46	▲10.1%	\$58,699.68	▲15.6%
Public Works	Streets Manager	\$ 87,140.65	\$87,367.25	▲0.3%	\$91,965.53	▲5.5%	\$96,563.80	▲10.8%
Transit	Custodian	\$ 43,881.19	\$40,337.97	▼(8.1%)	\$42,461.03	▼(3.2%)	\$44,584.08	▲1.6%
			<b>AVERAGE</b>	<b>▼(3.9%)</b>	<b>AVERAGE</b>	<b>▲1.2%</b>	<b>AVERAGE</b>	<b>▲6.3%</b>

Phase 4

Pay plan development

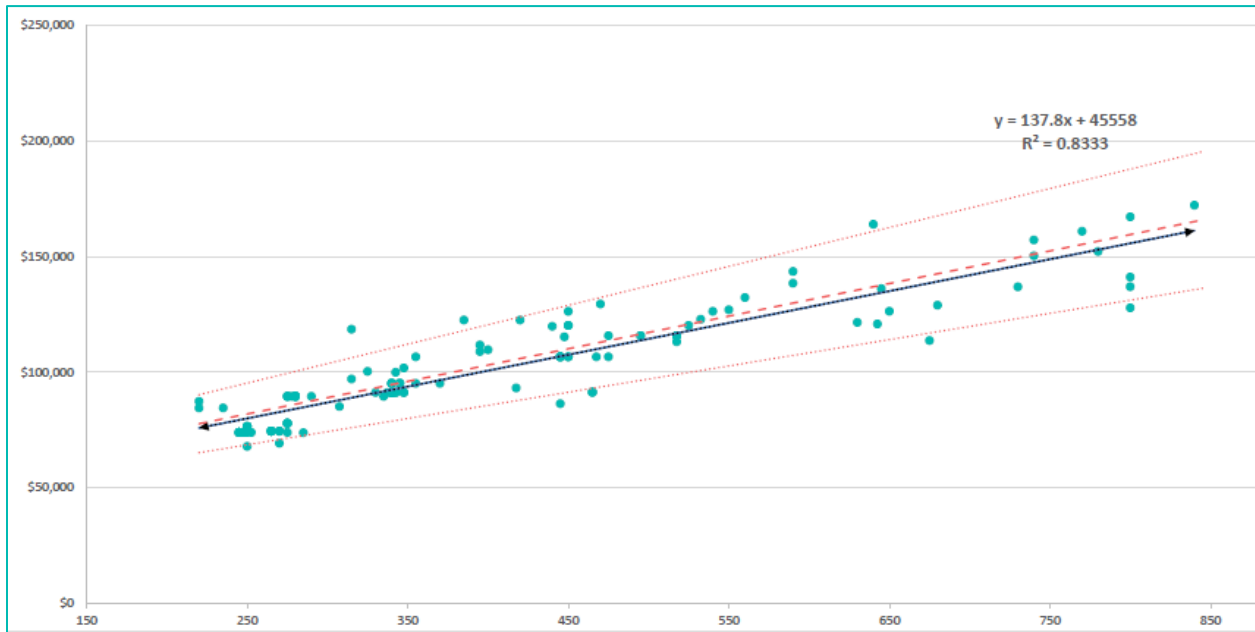
Baker Tilly will facilitate discussions with the City's project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. Depending on the size of the organization and/or the diversity of jobs, Baker Tilly may recommend multiple pay structures to assist the City in achieving its compensation philosophy and business needs. To maintain a competitive price for the project, we have assumed development of a single pay structure for this study.

Once pay structures are established, positions will be classified to pay grades with consideration to internal and external results. More specifically, total scores from the SAFE job evaluation process and market average midpoints will be used in part or in whole to assign positions to grades. Some States have legislation that requires using one methodology over the other. Either way, Baker Tilly will prepare a regression analysis to test the relationship between the two data sets and assist in identifying outliers.

Baker Tilly will review the preliminary grade assignments with the City's project team and may recommend an additional group review with the City's Department Heads to collect feedback.



*Sample regression analysis*



**Implementation and costing analysis**

Up to this point, the study has focused on the value of the position. Once the grade assignments are finalized, Baker Tilly will estimate the cost for the City to implement the new classification and compensation plan. This includes establishing rules for placing employees in their new pay ranges. Baker Tilly will prepare the following scenarios for the City's consideration:

- Moving employees to the minimum if their current salary is below the minimum
- Organization wide % increase
- Adjustments by years in position, to assist with pay compression.

Baker Tilly will work with the City's project team to determine up to two additional implementation scenarios, if necessary. Criteria to be considered includes current salary, time in position, time with the organization, current position within the range, desired market position, pay compression, pay policies that may impact or dictate employee placement, as well as performance if this is considered.

**Phase 5**

**Project completion and communication**

A final report will be prepared to explain the methodology followed, the results produced and recommendations to the City based on those results. More specifically, the report will document position title recommendations, market survey results (average minimum, midpoint and maximums), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report **will not** document or publish employee-specific information.

Our methodology is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). We will proudly stand behind the results of your study through implementation to include a presentation to City.

The City has made an important commitment to its staff in taking steps to undergo a compensation and classification study such as this one. Therefore, Baker Tilly highly recommends presenting the results of

the study to employees so that they can understand what information was considered, what information was NOT considered, and ask any questions they may have about the process and its results.

Finally, Baker Tilly will provide training to the City's Human Resources staff that will be responsible for administering and maintaining the new compensation and classification system into the future. Instruction manuals pertaining to the SAFE job evaluation system will also be provided.

### Ongoing maintenance

While the City's team will be fully trained and able to maintain its new compensation and classification system, Baker Tilly often provides ongoing maintenance to clients after the completion of a study. Post-contract advisory and maintenance services include:

• Pay structure updates (research and application)	• Addition of new or revised positions
• Reclassification requests	• New job descriptions
• FLSA status review	• Formal appeals process

This **is not** included in the scope of this project but is recommended if the City might foresee a need to address any of the above listed tasks through an unaffiliated third party or if the HR staff may not have the capacity to manage these requests internally.

### The City's responsibility

**Data collection.** Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (being Microsoft Excel and Word). Upon receipt of the data, Baker Tilly will examine it for missing information and consistency.

**Salary data.** Baker Tilly's ability to provide fair and defensible recommendations about pay is contingent upon the availability of that data. Baker Tilly may request the City's project team or leadership to contribute to outreach efforts in an attempt to collect necessary data from public peer organizations and keep the project on schedule.

**Review of and feedback on preliminary results.** Baker Tilly encourages clients to be involved in major decisions about preliminary results that will drive the final results of the study. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the City's project team may not be as available as expected to review and approve information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the City to keep the project on track as much as possible.

### Project Deliverables

- Excel document of job evaluation results.
- PDF report of the aggregate market results.
- PDF report comparing existing midpoints to the market average midpoint.
- PDF report and excel document of pay plan with grade assignments.
- PDF report and excel document of implementation scenarios and results.
- All project documentation
- PDF of final report
- Excel document of pay plan and grade assignments for maintenance

## Project Timeline

Baker Tilly is prepared to initiate your study within two weeks after receiving the official notice to proceed. Baker Tilly recommends establishing a standing bi-weekly meeting for the duration of the project.

*\* Please note that there are factors impacting the project schedule which are beyond the consulting team's control, such as holidays that impact office closures; HR operations that take up significant resources as benefit enrollment, payroll, and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the City if there are any factor impacting the project timeline.*

Project Phase	JUL	AUG	SEP	OCT	NOV
Phase 1 – Project Initiation	■	■			
Phase 2 – Position Review		■	■	■	■
Phase 3 – Market Assessment		■	■	■	■
Phase 4 – Pay Plan Implementation				■	■
Phase 5 – Project Completion					■

## Project Fee

Baker Tilly will perform all tasks as described in this proposal for City of Hermantown for a fixed professional fee of **\$24,900**. This fee is based on conducting a comprehensive classification and compensation study for 22 position titles. Additional deliverables provided in a separate table.

COSTING BREAKDOWN	PRICE
<b>Project initiation, data collection.</b> Planning meetings with the City's project team, data requests	\$4,500
<b>Position review.</b> Utilizing existing job descriptions and if necessary, employee submitted PAQs to review job titles and recommend adjustments, as necessary, conduct preliminary job evaluation of all positions, review and finalize job evaluation designations with the City's project team.	\$2,600
<b>Market assessment.</b> Custom market survey distributed to <u>12 public peer organizations</u> requesting base pay information on <u>22 positions (100%)</u> . Published data from Bureau of Labor Statistics, Comp Analyst and Economic Research Institute will also be included.	\$10,800
<b>Pay plan development.</b> Development of a <u>single new pay plan</u> and position grade assignments with consideration to internal and external information verified through a regression analysis. Review of grade assignments with the City's project team and/or leadership group. Implementation costing analysis across <u>3 to 5 scenarios</u> .	\$3,900
<b>Project completion.</b> Final report and presentation of results to elected officials, senior leadership, employees or designated staff. Delivery of all project documentation and training with HR staff to maintain the new system.	\$3,100
<b>TOTAL</b>	<b>\$24,900</b>

**Baker Tilly will invoice the City monthly based on project hours incurred.**

## Out-of-pocket expenses

Should the City desire in person meetings from the consultant, Baker Tilly would invoice the City of actual out of pocket expense related to travel. Expenses not expected to exceed \$1,800.

## Additional work

Should the City request and authorize additional work, we would invoice the City at an agreed-upon fee or our standard hourly fees.

STANDARD HOURLY RATES	
Staff level	Hourly rate
Principal, partner, managing director	\$375
Director, senior manager	\$320
Manager	\$265
Senior associate	\$240
Associate	\$200

Additional work would include work outside the agreed scope of services, including, but are not limited to:

- Additional peer organizations
- Additional benchmark positions
- Additional pay structures
- Additional implementation scenarios
- Additional job descriptions
- Additional job audits
- Additional on-site meetings
- Additional reports
- Work related to a special request

## Negotiations

If selected, we will provide the City with our standard engagement terms. Should the City wish to provide alternative terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.



**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Survey Services – Hermantown Connector Trail

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**RESOLUTION:** 2023-93       **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

Approve contract with Alta Land Survey Company

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**BACKGROUND**

At part of the Community Recreation Initiative, the City intends to construct the remain sections of the Hermantown Connector Trail. In order to do that, the City will need to obtain easements over a number of properties. Alta Land Survey Company has prepared a proposal to conduct the survey, and provide legal descriptions, and exhibits of the needed easements.

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**SOURCE OF FUNDS (if applicable)**

412-419100-319

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**ATTACHMENTS**

Resolution  
Contract  
Proposal

**Resolution No. 2023-93**

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Survey Services For City of Hermantown Connector Trail With Alta Land Survey Company**

WHEREAS, the City of Hermantown (“City”) desires to obtain survey services (“Survey Services”) related the development of the Hermantown Connector Trail located within the City of Hermantown; and

WHEREAS, Alta Land Survey Company (“Alta”) submitted a proposal to the City dated May 25, 2023 (“Proposal”); and

WHEREAS, City and Alta desire to enter into an Agreement for Consulting Services for Survey Services (“Agreement”) as shown on Exhibit A attached hereto in which Alta provides survey services to City pursuant to these terms of the Agreement, and the Proposal; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Agreement of and authorize and direct the Mayor and City Clerk to execute and deliver it 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 Mayor and City Clerk are hereby authorized and directed to execute and deliver to Alta the Agreement for Consulting Services for Survey Services substantially in the form attached hereto as Exhibit A.

2. The source of payment for the consultant services will be City Fund No. 412-419100-319

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:

aye

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on July 5, 2023.

**EXHIBIT A**  
**AGREEMENT FOR CONSULTING SERVICES**  
**FOR CONSULTING SERVICES FOR THE LAND SURVEYS RELATED TO THE**  
**HERMANTOWN CONNECTOR TRAIL FOR THE CITY OF HERMANTOWN**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Hermantown**, hereinafter referred to as “City”, and **Alta Land Survey Company**, hereinafter referred to as “Consultant”, in response to the following situation:

A. City desires to obtain consultant services for the completing land surveys and related documentation for the Hermantown Connector Trail (“Project”).

B. Consultant submitted a submitted a Proposal (Exhibit A) to the City’s request for consulting services; and

C. Consultant is willing to provide consulting services to City pursuant to the terms of this Agreement.

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

1. Services to be Performed.

1.1 The scope of services to be provided to City by Consultant is as set forth in the Proposal.

1.2 The principal contact person for Consultant is \_\_\_\_\_.

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

3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of City. The subcontractors identified in the Proposal are hereby approved.

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

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

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

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

7.1 Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least One Million Dollars (\$2,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least One Million Dollars (\$2,000,000.00).

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

Consultant shall indemnify and hold harmless City 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 City 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 City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, 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. City shall be named as additional insured under such policy(ies). 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. Consultant



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 Consultant.

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

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in the Proposal. Consultant shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. The Consultant's compensation shall not exceed \$78,750.00 and shall be based on actual hours spent in the performance of Consultant's services.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

11. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

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

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

All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to the City no matter what their status might be under federal law.

Consultant shall provide City with copies of all Project Materials

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

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

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

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

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

16. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. Consultant's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

**CITY:**  
**City of Hermantown**

By \_\_\_\_\_  
Its Mayor

And By \_\_\_\_\_  
Its City Clerk

**CONSULTANT:**  
Alta Land Survey Company

By \_\_\_\_\_  
Its \_\_\_\_\_



P.O. BOX 161138  
102 S. 21st Ave. W, Suite 4  
Duluth, MN 55816-1138  
Licensed in MN & WI  
Certified Federal Surveyor

Phone: (218) 727-5211  
Email: [davee@altasurveyduluth.com](mailto:davee@altasurveyduluth.com)  
Web: [www.altalandsurveyduluth.com](http://www.altalandsurveyduluth.com)

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City of Hermantown Trail System

May 25, 2023

David Bolf, PE  
Northland Consulting Engineers, LLP  
102 South 21<sup>st</sup> Avenue West, Ste. 1  
Duluth, MN 55806  
Phone: 218-727-5995  
Email: [David@nce-duluth.com](mailto:David@nce-duluth.com)

Dear David:

Thank you for the opportunity to propose to you for this project. Based on your email, I have prepared the following additional scope of services relating to this project. Upon your review, if you have any questions or would like additional clarification, please feel free to contact me.

Task 1-Parcel Base Mapping-\$10,000

Task 2-Draft Legal Descriptions and Exhibits for 55 Parcels-\$41,250

Task 3-Stake Easements on 55 Parcels-\$27,500

If you have any questions or concerns, please feel free to contact me. Thank you for the opportunity to quote this project.

Sincerely,

A handwritten signature in black ink that reads "David R. Evanson". The signature is stylized with a large, sweeping initial "D" and a long, horizontal flourish at the end.

David R. Evanson, PLS  
President  
Alta Land Survey Company PC



**CITY COUNCIL MEETING DATE:** May 1, 2023

**TO:** Mayor & City Council

**FROM:** Kevin Orme, Director of Finance and Administration

**SUBJECT:** Insurance Coverage

**RESOLUTION:** 2023-94       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

**Approve switching insurance to a combination of the League of MN Cities Insurance and Bitco.**

**BACKGROUND**

Travelers has provided insurance to the City since 2017. Before that the City had the League of Minnesota Cities as our insurance carrier. The City renews its insurance each summer as our policy year begins in July.

The City’s agent, North Risk Partners, sought proposals from Traveler’s Insurance, the League of Minnesota Cities, and Bito (work comp only). Below are the results of those proposals.

We are recommending that the City switch the Bitco for Workman’s Comp and the League of Minnesota Cities for the rest of our insurance (there will be a small cyber insurance policy with yet another party). This is due to the total premiums being materially less.

Proposed Policy Term: 07/21/2023 - 07/21/2024

Line of Business	Expiring Premium	Renewal Quote - Travelers All Lines	Amended Renewal Quote Travelers All Lines	Alternate Quote MN League All Lines	Alternate Quote Travelers Pkg - Bitco Work Comp	Alternate Quote MN League Pkg- Bitco Work Comp
Property, Equipment Breakdown, IM, Crime	\$50,662	\$67,467	\$60,556	\$72,562	\$67,467	\$72,562

Line of Business	Expiring Premium	Renewal Quote - Travelers All Lines	Amended Renewal Quote Travelers All Lines	Alternate Quote MN League All Lines	Alternate Quote Travelers Pkg - Bitco Work Comp	Alternate Quote MN League Pkg- Bitco Work Comp
GL, Emp Benefits, Law, Public Entity, EPL	\$61,140	\$67,903	\$59,393	\$54,716	\$67,903	\$54,716
Business Auto Liability – Composite Rated	\$37,015	\$47,190	\$45,834	\$11,709	\$47,190	\$11,709
Business Auto Physical Damage – Composite Rated	\$21,912	\$27,795	\$27,117	\$13,925	\$27,795	\$13,925
Umbrella	\$6,020	\$7,763	\$7,439	\$20,415	\$7,763	\$20,415
Workers Compensation	\$84,203	\$90,803	\$88,350	\$159,503	\$74,978	\$74,978
<b>Total Premium</b>	<b>\$265,052</b>	<b>\$308,921</b>	<b>\$288,599</b>	<b>\$332,830</b>	<b>\$293,096</b>	<b>\$248,305</b>
Cyber Liability	\$4,100	Pending				

\*Starting premium does not include any changes that were made during the policy year.

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**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

- Bitco Worker’s Comp Proposal**
- Traveler’s Renewal Premium Summary**
- LMC Commercial Insurance Proposal**

**Resolution No. 2023-94**

**Resolution Approving Insurance Coverage For The City Of Hermantown**

WHEREAS, the City carries insurance coverage at part of its operations, and

WHEREAS, the City's insurance agent, North Risk Partners, sought proposals for insurance coverage, and

WHEREAS, the City's Director of Finance and Administration have reviewed the proposals with North Risk Partners, and recommends the City change insurance coverage to the League of Minnesota Cities for Property and Liability Insurance and Bitco for Workers' Compensation

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

1. The City of Hermantown City Council hereby accepts the recommendation from the Director of Finance and Administration and approves the proposals from the League of MN Cities for property and liability insurance and Bitco for Workers' Compensation
2. The policy term will be from July 23 2023 to July 21, 2024
3. The Director of Finance and Administration is hereby directed to take the necessary action to implement the new insurance coverage for the City.

Councilor \_\_\_\_\_ introduced the forgoing resolution and moved its adoption.

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on July 5, 2023



# Commercial Insurance

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## Proposal

Presented to

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

**Bituminous Insurance (Bitco)  
Workers Compensation Quote**

Proposed Effective Date:  
7/21/2023

Presented by Jon Launstein



NORTH RISK PARTNERS®

North Risk Partners  
2010 Centre Pointe Blvd.  
Mendota Heights, MN 55120

(651)379-7800  
(651)379-7801

# WORKERS COMPENSATION

## EMPLOYERS LIABILITY

Each Accident Limit	1,000,000
Disease – Each Employee	1,000,000
Disease-Policy Limit	1,000,000

## LOCATIONS & CLASSIFICATIONS

Loc #	State	Cod e	Classification	Proposed Payroll	Rate	Premium
00001	MN	5506	Street or Road Construction	306,883	5.40	16,572
00001	MN	9410	Municipal, Township, County or State Employees NOC	42,600	2.37	1,010
00001	MN	9102	Park NOC-All Employees & Drivers	54,413	2.90	1,578
00001	MN	7520	Waterworks Operation	252,117	2.62	6,605
00001	MN	7720	Police Officers	1,510,421	2.21	33,380
00001	MN	8810	Clerical Office Employees NOC	1,145,456	0.12	1,375
00001	MN	9015	Buildings Operation-All Other Employees	58,261	3.08	1,794

## MODIFICATION FACTORS

Description	Factor
23-24 Schedule Mod	1.25
23-24 Experience Mod	1.00

## SUBJECTIVITIES

- Acceptable risk control survey within 30 days of binding.
- Acord 125 & 130 Applications which are fully completed and signed by the agent and Insured.
- Please provide the name and phone number of the inspection contact.
- Please provide a copy of their current safety program.

# Commercial Insurance

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## Proposal

Presented to

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

Proposed Effective Date:  
7/21/2023

Presented by Jon Launstein



North Risk Partners  
2010 Centre Pointe Blvd.

Mendota Heights, MN 55120

(651)379-7800  
(651)379-7801  
(866)509-2499



# Full-Service, Forward-Thinking

## Insurance Solutions for People and Business

North Risk Partners specializes in strategic insurance solutions for people and business. Our team helps clients face risk head on with right-fit insurance coverage and loss prevention resources. For businesses, we offer programming and compliance support in the areas of HR, safety, worksite wellness and more.

## Large Enough to Give You Options

We are one of the largest, privately owned, independent insurance broker and risk advisory firms in the Midwest with over 400 employees and over 30 locations across five states. Our size allows us to offer more choices in our core areas of capability, including commercial insurance, surety bonds, employee benefits and personal insurance.

## Small Enough to Be Local

We are committed to making a positive impact. Service to our clients, each other, and local communities is an important part of who we are.

## Our Locations



## Are You Aware of All the Ways We Can Help?

<p><b>Personal Insurance</b></p> <ul style="list-style-type: none"> <li>• Home</li> <li>• Auto</li> <li>• Health</li> <li>• Life</li> <li>• Farm &amp; Agriculture</li> <li>• Recreational Vehicles</li> <li>• Umbrella</li> </ul>	<p><b>Employee Benefits</b></p> <ul style="list-style-type: none"> <li>• Medical</li> <li>• Dental</li> <li>• Life/AD &amp; D</li> <li>• Disability</li> <li>• FSA/HSA</li> <li>• HRA</li> <li>• COBRA</li> <li>• Online Enrollment</li> </ul>	<p><b>Commercial Insurance</b></p> <ul style="list-style-type: none"> <li>• Property</li> <li>• General Liability</li> <li>• Workers' Comp</li> <li>• Business Auto</li> <li>• Surety Bonds</li> <li>• Umbrella/ Excess</li> </ul>
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○ We'd love to connect you with one of our personal insurance professionals for a complimentary coverage review.



# Empowering Resources

**WE ARE COMMITTED TO FACE RISK HEAD ON** by offering value-added services that help our clients prevent avoidable losses. We offer programming and compliance support in the areas of **HUMAN RESOURCES, HEALTH AND SAFETY**, and more.

## Educational Events

### Recent Events

- HR Updates for Employers in 2022
- OSHA 101: Hazard Recognition
- Mental Health in the Workplace
- Four Ways to Control Your Healthcare Costs

### Accessing Webinars

To view our webinars, go to [northriskpartners.com/events](http://northriskpartners.com/events)

## Benchmarking Services

**Mod Master** – Workers' Compensation analysis

## Resource Portals

### Zywave Client Portal:

- Zywave Learning (Training Videos)
- OSHA Log
- Interview Question Builders
- Federal Poster Advisor
- + 15 Additional Tools

### InsurLink Client Portal

- View policy information
- Secure document sharing

**Advisen** – Coverage and premium analysis, industry comparison

## Introducing New Value-Add Partners in 2023

### HUMAN RESOURCES

**WAGNER, FALCONER & JUDD, LTD.**

WFJ is a 70-employee firm based in the Midwest with national reach.

### HEALTH & SAFETY



KPA is a 300-employee firm with 100+ loss control consultants across the US.

## Value-Added Service Partners

### Wagner, Falconer & Judd (WFJ)

**Human Resources** – [hr@northriskpartners.com](mailto:hr@northriskpartners.com)

Hiring and Termination, Personnel Recordkeeping, Employee Discipline

### KPA

**Health & Safety** – [safety@northriskpartners.com](mailto:safety@northriskpartners.com)

Safety Assessments, Programs and Training, Lowering Losses

### Hellmuth & Johnson

**Legal & Contract Review** – [constructionlaw@northriskpartners.com](mailto:constructionlaw@northriskpartners.com)

Contract Review and Creation



**Value-Added Services Hotline:**  
**(888) 667-4135**

**NO COST TO YOU!**

We provide the hotline at no cost to you. If your inquiry moves into a billable scope, you will be notified prior. Preferred rates and sponsorships available. Talk to your North Risk Partners advisor for more information.



# One Simple Solution

**ANYWHERE, ANYTIME, ANY DEVICE**

We empower our clients by providing a convenient and secure electronic environment to access their insurance data, including the items listed below.



**Document Sharing**  
Policies, Loss Runs, Endorsements



**View Policy Information**



**Claims Resources**

**CLIENT PORTAL**  
SECURE DOCUMENT SHARING



**Manage Certificates of Insurance**



**View and Print Auto ID Cards**



**Secure Transfer of Information**

# YOUR TEAM

Welcome to North Risk Partners! The service team assigned to manage your account is:



## Contact For:

- Coverage Questions
- General Questions/Concerns
- P&C or Group Health Needs
- Carrier or Value Added Questions

## Jon Launstein, CIC, ARM

Risk Advisor, Partner

Mendota Heights

Phone: (651) 379-7844

Fax: (651) 379-7801

[jon.launstein@northriskpartners.com](mailto:jon.launstein@northriskpartners.com)



## Contact For:

- General Questions
- Endorsements/Certificates
- Coverage/Carrier Questions
- Property & Casualty Miscellaneous

## Cathy Rand, CISR

Account Manager – Commercial Lines

Mendota Heights

Phone: (651) 379-7877

Fax: (651) 379-7801

[cathy.rand@northriskpartners.com](mailto:cathy.rand@northriskpartners.com)



## Contact For:

- Claims Questions
- Carrier Follow-up
- Claims Miscellaneous

## Claims Department

Claims Support

Phone: (651) 379-7800

Fax: (651) 379-7801

[firstreports@northriskpartners.com](mailto:firstreports@northriskpartners.com)

Any of these staff members will be pleased to assist you with your service needs. Your primary contact will be **Cathy A. Rand**.

**LOCATION SCHEDULE**

Loc #	Description	Address	City	State	Zip
00001	Lift Station	4176 Ugstad Road Station 1	Hermantown	MN	55811
00002	Lift Station	4124 Ugstad Road Station 2	Hermantown	MN	55811
00003	Lift Station	4058 Misty Morning Dr	Hermantown	MN	55811
00004	Lift Station	4328 Rebecca Rd	Hermantown	MN	55811
00005	Lift Station	4001 Stebner	Hermantown	MN	55811
00006	Rose Road Park/3 Softball Fields	4498 Midway Rd	Hermantown	MN	55811
00007	Fichtner Park/Playground/Ballfields	4118 Ugstad Rd	Hermantown	MN	55811
00008	Various/Signs	Various/Signs Citywide	Hermantown	MN	55811
00009	Public Works/Fenced In Equipment	4971 Lightning Dr	Hermantown	MN	55811
00010	Historical Society & Community Center	5255 Maple Grove Rd	Hermantown	MN	55811
00011	Maintenance Garage	5255 Maple Grove Rd	Hermantown	MN	55811
00012	Fire Hall 2	4900 Morris Thomas	Hermantown	MN	55811
00013	Fire Hall 3	4494 Midway Rd	Hermantown	MN	55811
00014	Community Park, Bldg/BPP	5255 Maple Grove Rd	Hermantown	MN	55811
00015	Water Tower	4310 Hawk Circle Dr	Hermantown	MN	55811
00016	Fichtner Comfort Station	4118 Ugstad Rd	Hermantown	MN	55811
00017	Booster Pump Station	4335 Haines Rd	Hermantown	MN	55811
00018	Fichtner Park Storage	5255 Maple Grove Rd	Hermantown	MN	55811
00019	Fichtner Concession Stand & Press Box	4118 Ugstad Rd	Hermantown	MN	55811
00021	Keene Creek Street Building	Keene Creek Street Bldg/Okerstrom Rd	Hermantown	MN	55811
00022	Lift Station	4219 Jackson Dr	Hermantown	MN	55811
00023	Lift Station	5082 W Arrowhead 1	Hermantown	MN	55811
00024	Lift Station	5189 W Arrowhead 2	Hermantown	MN	55811
00025	Community Park, PIO	5255 Maple Grove Rd	Hermantown	MN	55811
00026	Water Tower	Hwy 53, Section 10	Hermantown	MN	55811
00027	Lift Station	4971 Lightning Dr	Hermantown	MN	55811
00028	Police/Fr/Admin Building	5105-5111 Maple Grove Rd	Hermantown	MN	55811
00029	Lift Station	5041 Thompson Rd	Hermantown	MN	55811
00030	Public Works Building	4971 Lightning Dr	Hermantown	MN	55811
00031	Lift Station 3	4450 Ugstad Rd	Hermantown	MN	55811
00032	Lift Station	5437 W Arrowhead Rd 3	Hermantown	MN	55811
00033	Lift Station	4808 Oak Ridge Rd	Hermantown	MN	55811
00034	Fenced Police Station Lot	4970 Lightning Dr	Hermantown	MN	55811
00035	Storage Building Front Stebner	4860 Maple Grove Rd	Hermantown	MN	55811
00036	Storage Building Rear Stebner	4860 Maple Grove Rd	Hermantown	MN	55811



**City of Hermantown**

<b>Loc #</b>	<b>Description</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
00037	Stebner Park/Soccer Fields	4860 Maple Grove Rd	Hermantown	MN	55811
00038	Fichtner Park Shelter	4118 Ugstad Rd	Hermantown	MN	55811
00039	Old Football Field	4040 Ugstad Rd	Hermantown	MN	55811
00040	Rose Road Field Concession Stand	4498 Midway Rd	Hermantown	MN	55811
00041	Hermantown Community Park Pavilion	5255 Maple Grove Rd	Hermantown	MN	55811
00042	Salt Dome	Salt Dome	Hermantown	MN	55811
00043	Concession Building	Concession Building	Hermantown	MN	55811
00044	Playground, Swings & Equipment	4118 Ugstad Rd	Hermantown	MN	55811
00045	Detached Garage A	5328 W Arrowhead Road	Hermantown	MN	55811
00046	Detached Garage B	5328 W Arrowhead Road	Hermantown	MN	55811
00047	Essentia Wellness Center	4289 Ugstad Road	Hermantown	MN	55811
00048	Lift Station	5807 Lightning Drive	Hermantown	MN	55811

# PROPERTY

**Property Valuation Disclaimer:** Building and personal property coverage limits are estimates only and were arrived at based on information provided by the policyholder and/or industry standard software used to estimate replacement costs. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified builder who is able to provide replacement cost estimates.

**Note:** You need to insure your building and business personal property to at least the co-insurance clause percentage noted below of the actual cost to reconstruct or replace. If you do not, you could incur a penalty in the settlement of a claim. If agreed value is shown below as the valuation, co-insurance is waived.

## LOCATION DETAIL

Loc #	Bldg #	Address	Description
BLNKT	ALL	ALL	Blanket Limits

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Blanket Buildings/BPP/PIO	64,303,079	Replacement Cost	0	Special form	10,000
Equipment Breakdown	Included	Replacement Cost	0	Special form	10,000
Personal Property Any Other Location	100,000	Replacement Cost	0	Special form	10,000
Personal Property in Transit	100,000	Replacement Cost	0	Special form	10,000
Blanket BI with Extra Expense	5,000,000			Special form	
Earthquake Coverage Extension	5,000,000	Replacement Cost	0	Earthquake (C)	25,000
Flood Coverage - Specified Locations	5,000,000	Replacement Cost	0	Flood	50,000
Utility Services - Direct Damage	250,000	Replacement Cost	0	Special form	10,000
Law Enforcement Animals	50,000	Agreed Value	0	Specified perils	50,000
Streetlights	100,000	Replacement Cost	0	Special form	10,000
Street Signs	100,000	Replacement Cost	0	Special form	10,000
Traffic Signs and Lights	100,000	Replacement Cost	0	Special form	10,000
Accts Receivable-All listed prem	250,000		0	Special form	10,000
Accts Receivable - In transit	100,000		0	Special form	10,000
Debris Removal - Additional	500,000		0	Special form	10,000
Fine Arts	100,000		0	Special form	10,000
Fine Arts - In Transit	50,000		0	Special form	10,000

City of Hermantown

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Electronic Data Proc Data/Media	500,000		0	Special form	10,000
Duplicate Electronic Proc Data	100,000		0	Special form	10,000
Ordinance or Law	500,000		0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00001		4176 Ugstad Road Station 1	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	37,798	Replacement Cost		Special form	10,000
Business Personal Property	73,213	Replacement Cost		Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00002		4124 Ugstad Road Station 2	List Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	37,798	Replacement Cost		Special form	10,000
Business Personal Property	48,808	Replacement Cost		Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00003	00001	4058 Misty Morning Dr	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	31,500	Replacement Cost	0	Special form	10,000
Business Personal Property	54,909	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00004	00001	4328 Rebecca Rd	Lift Station

City of Hermantown

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	32,128	Replacement Cost	0	Special form	10,000
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00005	00001	4001 Stebner	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	36,537	Replacement Cost	0	Special form	10,000
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00006	00001	4498 Midway Rd	3 Softball Fields

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	92,841	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00007	00001	4118 Ugstad Rd	Fichtner Park/Playgrounds/Ballfields

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	153,548	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00009	00001	4971 Lightning Dr	Public Works/Fenced In Equipment

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	217,757	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00010	00001	5255 Maple Grove Rd	Historical Society/ maintenance garage

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	2,334,897	Replacement Cost	0	Special form	10,000
Business Personal Property	298,463	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00011	00001	5255 Maple Grove Rd	Maintenance Garage

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Business Personal Property	162,410	Replacement Cost	0	Special form	10,000
Building	419,049	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00012	00001	4900 Morris Thomas	Fire Hall #2

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	939,448	Replacement Cost	0	Special form	10,000
Business Personal Property	1,134,518	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00013	00001	4494 Midway Rd	Fire Hall #3

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	790,234	Replacement Cost	0	Special form	10,000
Business Personal Property	1,133,237	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00014	00001	5255 Maple Grove Rd	Community Park

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	233,338	Replacement Cost	0	Special form	10,000
Business Personal Property	65,526	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00015	00001	4310 Hawk Circle Dr	Water Tower

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	969,037	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00016	00001	4118 Ugstad Rd	Fichtner Comfort Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	144,450	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00017	00001	4335 Haines Rd	Booster Pump Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	615,837	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00018	00001	5255 Maple Grove Rd	Fichtner Park Storage

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	19,403	Replacement Cost	0	Special form	10,000
Business Personal Property	28,890	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00019	00001	4118 Ugstad Rd	Fichtner Concession Stand & Press Box

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	144,450	Replacement Cost	0	Special form	10,000
Business Personal Property	28,890	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00021	00001	Keene Creek Street Bldg/Okerstrom Rd	Keens Creek St Bldg/Park/Softball field

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	59,342	Replacement Cost	0	Special form	10,000
Business Personal Property	56,130	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00022	00001	4219 Jackson Dr	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	34,649	Replacement Cost	0	Special form	10,000
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00023	00001	5082 W Arrowhead 1	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000
Building	41,577	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00024	00001	5189 W Arrowhead 2	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	42,836	Replacement Cost	0	Special form	10,000
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00025	00001	5255 Maple Grove Rd	Community Park

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	29,530	Replacement Cost	0	Special form	1,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00026	00001	Hwy 53, Section 10	Water Tower

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	1,894,291	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00027	00001	4971 Lightning Dr	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	36,537	Replacement Cost	0	Special form	10,000
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00028	00001	5105-5111 Maple Grove Rd	Police/Fr/Admin Building



City of Hermantown

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	18,029,471	Replacement Cost	0	Special form	10,000
Business Personal Property	1,978,987	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00029	00001	5041 Thompson Rd	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	75,596	Replacement Cost	0	Special form	10,000
Business Personal Property	54,909	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00030	00001	4971 Lightning Dr	Public Works Building

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	3,970,258	Replacement Cost	0	Special form	10,000
Business Personal Property	414,632	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00031	00001	4450 Ugstad Rd	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	18,899	Replacement Cost	0	Special form	10,000
Business Personal Property	127,116	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00032	00001	5437 W Arrowhead Rd 3	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Business Personal Property	61,010	Replacement Cost	0	Special form	10,000

City of Hermantown

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	34,649	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00033	00001	4808 Oak Ridge Rd	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Business Personal Property	48,808	Replacement Cost	0	Special form	10,000
Building	27,717	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00034	00001	4970 Lightning Dr	Fenced Police Station -Lot only

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	17,046	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00035	00001	4860 Maple Grove Rd	Storage Building Front Stebner

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	33,983	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00036	00001	4860 Maple Grove Rd	Storage Building Rear Stebner

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	33,982	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00037	00001	4860 Maple Grove Rd	Stebner Park/Soccer Fields

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	28,511	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00038	00001	4118 Ugstad Rd	Fichtner Park Shelter

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	27,906	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00040	00001	4498 Midway Rd	Rose Road Field Concession

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	25,227	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00041	00001	5255 Maple Grove Rd	Hermantown Community Park Pavilion

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	147,204	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00042	00001	Salt Dome	Salt Dome

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	386,299	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00043	00001	Concession Building	Concession Building

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	77,106	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00044	00001	4118 Ugstad Rd	Playground, Swings & Equipment

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Property In The Open	27,906	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00045	00001	5328 W Arrowhead Road	Detached Garage A

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	17,334	Replacement Cost	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00045	00001	5328 W Arrowhead Road	Detached Garage B

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	17,334	Replacement Cost	0	Special Form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00047	00001	4289 Ugstad Road	Essentia Wellness Center

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	25,423,200	Replacement Cost	0	Special form	10,000
Business Personal Property	504,464	Replacement Cist	0	Special form	10,000

**LOCATION DETAIL**

Loc #	Bldg #	Address	Description
00048	00001	5807 Lightning Drive	Lift Station

Subject	Amount	Valuation	Coins %	Cause of Loss	Deductible
Building	40,318	Replacement Cost	0	Special form	10,000
Business Personal Property	54,909	Replacement Cost	0	Special form	10,000

**PROPERTY ADDITIONAL INTERESTS**

Loc #	Bldg #	Name	Address	City/State/Zip	Interest
00028	00001	Great America Leasing Corp	135 South LaSalle Street	Chicago, IL 60674-8742	Loss payee
00028	00001	Pitney Bowes Global Financial Service LLC	2225 American Drive	Neenah, WI 54956	Loss payee
00028	00001	U.S. Bank Global Corporate Trust Services	60 Livingston Avenue	St. Paul, MN 55107	Lenders Loss Payable

# COMMERCIAL INLAND MARINE

## COVERAGE

Coverage	Aggregate Limit	Deductible
Earthquake	\$5,000,000	25,000
Flood	\$5,000,000	50,000

## COVERAGE

Coverage	Valuation	Coins %	Total Items	Deductible
Special form	Actual Cash Value		15	2,500

## UNSCHEDULED EQUIPMENT

Description	Max Limit Per Item	Amount of Insurance
Unscheduled Items	25,000	226,544

## SCHEDULED EQUIPMENT

Item #	Cust #	Year	Manufacturer	Model	Description	ID/Serial #	Amount of Ins	Deductible
0001	74799	2006	John Deere	310G	Backhoe	T0310SG9592 84	80,680	2,500
0002		2006	Caterpillar	928G	Loader	DJD02669	148,750	2,500
0003	41187	2007	Bobcat		Skid steer	530320052	46,952	2,500
0004	33683	1985	Case	450C	Dozer	3076942	70,901	2,500
0005		2013	John Deere	1600	Comm Wide Area Mower	1TC1600TEDF 150234	48,832	2,500
0006		2019	John Deere	2025R	Tractor	1LV2025REKK 122864	33,499	2,500
0007		2020	John Deere	6130M 4WD Tractor	Tractor Mower Includes attachments	IL06130MLLG 963333	205,000	2,500
0008		2020	John Deere	SB1308R- 8 FT	Snowblower attmt for JD Tractor	1XFSB13XKL0 200009	17,345	2,500
0009		2021	John Deere	772G	Motor Grader w/Falls 12" SnowWing	1DW772GPTM F709818	343,822	2,500
0010		2021	John Deere	624L	High Lift Loader	1DW624LHPM F709811	249,329	2,500
0011		2016	John Deere	135G	Excavator	1FF135GXPF E401101	149,145	2,500

City of Hermantown

Item #	Cust #	Year	Manufacturer	Model	Description	ID/Serial #	Amount of Ins	Deductible
0012		2001	John Deere	1445	Mower	TC1445D0107 18	16,654	2,500
0013		2006	Ski Doo		Snowmobile	YH25FE6B56 R000849	8,300	2,500
0014		1997	Warren		Sander	No title in file	7,500	2,500
0015		2022	Paladin	QC32M8D M18	Broom	202202156	12,500	2,500

**ADDITIONAL INTERESTS**

Name	Address	City/State/Zip	Reference/Loan Number	Interest
Deere Credit Inc.	6400 NW 86th St.	Johnston, IA 50131	030-0073560-000	Loss payee
John Deere Financial	6400 NW 86th St	Johnston, IA 50131-6600		Loss payee
MacQueen Equipment, LLC	1125 East 7th Street	St. Paul, MN 55106		Loss payee
Northland Constructors of Duluth, Inc	4843 Rice Lake Road	Duluth, MN 55803		Loss payee

**ADDITIONAL INTERESTS**

Name	Address	City/State/Zip	Interest	Interest in item
Deere Credit Inc.	6400 NW 86th St.	Johnston, IA 50131	Loss payee	2021 John Deere Motor Grader w/12" Falls SnowWing \$343,822
John Deere Financial	6400 NW 86th St	Johnston, IA 50131-6600	Loss payee	John Deere 1600 Comm Wide Area Mower SN: 1TC1600TEDF150234
MacQueen Equipment, LLC	1125 East 7th Street	St. Paul, MN 55106	Loss payee	
Northland Constructors of Duluth, Inc	4843 Rice Lake Road	Duluth, MN 55803	Loss payee	

# CRIME

## ***EMPLOYEE DISHONESTY***

Limit	250,000
Deductible	1,000

## ***FORGERY OR ALTERATION***

Limit	250,000
Deductible	1,000

## ***THEFT, DISAPPEARANCE & DESTRUCTION***

Sec 1-Inside the Premises Limit	250,000
Inside Deductible	1,000
Sec 2-Outside the Premises Limit	250,000
Outside Deductible	1,000

## ***ADDITIONAL COVERAGES***

Coverage	Limit	Deductible
Faithful Perf of Duty Government EEs	Included	1,000



# GENERAL LIABILITY

## COVERAGE WRITTEN ON:

<b>Occurrence/Claims Made</b>	Occurrence
<b>Coverage Information</b>	<p><b>Statutory Cap Limits of Insurance Endorsement - Minnesota</b></p> <p><b>Employee Benefits Liability: Claims-Made, Retroactive Date: 07/12/1987</b></p> <p><b>Law Enforcement Liability: Claims-Made, Retroactive Date: 07/12/1987</b></p> <p>Public Entity Management Liability: Claims-Made, Retroactive Date: 07/12/1987</p> <p>Public Entity Employment-Related Practices Liab: Claims-Made, Defense Expenses w/in the Limits, Retroactive Date: 07/12/1987</p>

## COVERAGE DETAIL

Coverage Descriptions	Limits	Deductible	Deductible Basis
General Aggregate	3,000,000		
Products/Completed Ops Aggregate	3,000,000		
Personal & Advertising Injury	2,000,000		
Each Occurrence	2,000,000		
Fire Damage	500,000		
Medical Expense	Excluded		
Cemetery Professional Services Liability	Included		
Employee Benefits	1,000,000	1,000	Per Claim
Abuse or Molestation Each Offense	250,000		
Abuse or Molestation Aggregate Limit	500,000		
Limited Pollution Including Sewage Back-Up	1,000,000		
MN Statutory Cap Limit Ea Claim	500,000		
MN Statutory Cap Limit Ea Occurrence	1,500,000		
Law Enforcement Liability	2,000,000	10,000	Per Claim
Public Entity Management Liability	2,000,000	10,000	Per Claim
Limited Special Expenses - Key Employees	25,000	10	Per Claim

Coverage Descriptions	Limits	Deductible	Deductible Basis
Public Entity Employment-Related Practices	2,000,000	2,500	Per Claim
Injunctive Relief Defense Expenses	10,000	10	Per Claim

**SCHEDULE OF HAZARDS**

Loc #	Description	Prem Code	Expiring Premium Basis	Proposed Premium Basis
00001	Expenditures	T	\$13,431,473	Pending
00001	Employment: FTE's	T	39	38
00001	Police Department	T	16	16

**Subject to Audit**

**Premium Basis Codes:**

A - Area                      S - Gross Sales                      M - Admissions                      T - Other  
 P - Payroll                      C - Total Cost                      U - Per Unit

**GENERAL LIABILITY ADDITIONAL INTERESTS**

Name	Address	City/State/Zip	Interest
John Deere Financial	6400 NW 86TH Street	Johnston, IA 50131-6600	Additional insured
John Klaers			Additional insured
Minnesota Power	30 W. Superior St.	Duluth, MN 55802	Additional insured
U.S. Bank Global Corporate Trust Services	EP-MN-WS3C	St. Paul, MN 55107	Other
U.S. Bank Global Corporate Trust Services	60 Livingston Avenue	St. Paul, MN 55107	Additional insured
Yamaha Motor Corporation, USA	6555 Katella Avenue	Cypress, CA 90630	Additional insured

# BUSINESS AUTO

## COVERAGE SYMBOLS

Liability	1
Uninsured Motorist	2
Underinsured Motorist	2
Personal Injury Protection	5

## PHYSICAL DAMAGE DETAIL

Comprehensive	2
Collision	2

**Coverage Symbols:**

- |   |  |
|---|--|
| 1 - Any Auto                                    | 6 - Owned Autos Subject To Compulsory U.M. Law |
| 2 - All Owned Autos                             | 7 - Autos Specified On Schedule                |
| 3 - Owned Private Passenger Autos               | 8 - Hired Autos                                |
| 4 - Owned Autos Other Than Private Passenger    | 9 - Non-Owned Autos                            |
| 5 - All Owned Autos Requiring No-Fault Coverage |  |

## COVERAGE/LIMITS

Description	Limits
Combined Prem BI & PD (not subject to fault)	2,000,000
PIP	Basic
Uninsured motorist BI-single limit	250,000
Underinsured motorist BI single limit	250,000
Comprehensive	1,000 Deductible
Collision	1,000 Deductible
Minnesota Each Claimant Limit - Statutory Cap	500,000
Minnesota Each Accident Limit - Statutory Cap	1,500,000

**FORMS INCLUDED, BUT NOT LIMITED TO**

Form No	Edition Date	Form Name	Description
CA F1 19	01/2016	Statutory Cap Limits of Insurance Endt	Each Accident : 1,500,000 Each Claimant : 500,000
CA T4 46	02/2015	Public Entity Auto Extension Endorsement	

**GARAGE LOCATIONS**

Loc #	Address	City/State/Zip
00001	5105 Maple Grove Road	Hermantown, MN 55811

**VEHICLES**

Veh #	Year	Make	Model	VIN	Liab	PIP	UM	Comp	Coll
00001	2000	Chevrolet	Silverado	1GVGK29U7YE318707	X	X	X	1,000	1,000
00002	2001	Freightliner	FLD112SD	1FVHAEAN31LH67985	X	X	X	1,000	1,000
00003	2001	Freightliner	FLD112SD	1FVHAEAN31LH67984	X	X	X	1,000	1,000
00004	2002	Chevrolet	Silverado	1GCHK29G32E263646	X	X	X	1,000	1,000
00005	2007	Chevrolet	Silverado	2GCEK133C71667605	X	X	X	1,000	1,000
00006	2013	International	740 W/Plow	1HTWDAZR6DJ252165	X	X	X	1,000	1,000
00007	2014	Top Hat	BP	4R7BU1522ET130057	X	X	X	1,000	1,000
00008	2015	Chevrolet	Tahoe	1GNSKE2CQFR305150	X	X	X	1,000	1,000
00009	2015	Dodge	Durango	1C4RDJFG5FC772197	X	X	X	1,000	1,000
00010	2015	GMC	Sierra	3GTU2TEH9FG303133	X	X	X	1,000	1,000
00011	2016	GMC	Sierra 350	1GD22VEG2G241128	X	X	X	1,000	1,000
00012	2017	Western Star	4700 Tandem	5KKHAVDV6HPHZ7877	X	X	X	1,000	1,000
00013	2018	Ford Explorer	Police Car	1FM5K8AR3JGB58588	X	X	X	1,000	1,000
00014	2019	Chev Tahoe	Police Car	1GNSKDEC1KR249975	X	X	X	1,000	1,000
00015	2019	Tow master	Trailer	4KNBF3733KL162299	X	X	X	1,000	1,000
00016	2020	Western Star		5KKHAVDV0LLLT6901	X	X	X	1,000	1,000
00017	2020	Ring-O-Matic	850 HI- CFM	1R9J8247LP303319	X	X	X	1,000	1,000
00018	2020	Chev Tahoe	Police Car	1GNSKDECXLR251287	X	X	X	1,000	1,000
00019	2020	Ford	F350 SRW 4x4	1FD8X3F63LED78439	X	X	X	1,000	1,000
00020	2021	GMC	350	1GT39SE79MF156318.	X	X	X	1,000	1,000
00021	2016	Chevrolet	PK SIL	1GC0KUEG7GZ314418	X	X	X	1,000	1,000
00022	2018	Ford	PK F55	1FD0X5HT7JEB10812	X	X	X	1,000	1,000

City of Hermantown

Veh #	Year	Make	Model	VIN	Liab	PIP	UM	Comp	Coll
00023	2021	Ford	F550	1FD0X5HT9MED49802	X	X	X	1,000	1,000
00024	2021	Chev	Tahoe	1GNSKLED7MR360214	X	X	X	1,000	1,000
00025	2021	Chev	Tahoe	1GNSKLED6MR361418	X	X	X	1,000	1,000
00026	1995	Pero	Utility	4PTU51319SM006919	X	X	X	1,000	1,000
00027	2007	TOP	Utility	4R7BU18227T081829	X	X	X	1,000	1,000
00028	2018	Chevrolet	Silverado	3GCUKNECXJG284018	X	X	X	1,000	1,000
00029	2014	Ford		1FM5K8ARXEGA60079	X	X	X	1,000	1,000
00030	2006	Alum	Trailer	1YGUS12107B035063	X	X	X	1,000	1,000
00031	2022	Chevrolet	Tahoe	1GNSKLED8NR300248	X	X	X	1,000	1,000
00032	2022	Chevrolet	Tahoe	1GNSKLED6NR299813	X	X	X	1,000	1,000
00033	2022	Chevrolet	Tahoe	1GNSKLED1NR271160	X	X	X	1,000	1,000
00034	2023	Chev Tahoe	Police Car	1GNSKLED3PR269882	X	X	X	1,000	1,000

***AUTOMOBILE ADDITIONAL INTERESTS***

Veh #	Name	Address	City/State/Zip	Interest
	MacQueen Equipment, LLC	1125 East 7th Street	St. Paul, MN 55106	Additional insured
00006	National Bank of Commerce	1314 E. Superior St.	Duluth, MN 55805	Lenders Loss Payable

# WORKERS COMPENSATION

## EMPLOYERS LIABILITY

Each Accident Limit	1,000,000
Disease-Policy Limit	1,000,000
Disease-Each Employee	1,000,000

## LOCATIONS & CLASSIFICATIONS

Loc #	State	Code	Classification	Expiring Payroll	Proposed Payroll
00001	MN	5506	Street or Road Construction	306,883	306,883
00001	MN	9410	Municipal, Township, County or State Employees NOC	42,600	42,600
00001	MN	9102	Park NOC-All Employees & Drivers	54,413	54,413
00001	MN	7520	Waterworks Operation	252,117	252,117
00001	MN	7720	Police Officers	1,510,421	1,510,421
00001	MN	8810	Clerical Office Employees NOC	1,145,456	1,145,456
00001	MN	9015	Buildings Operation-All Other Employees	58,261	58,261

*Subject to Audit*

## MODIFICATION FACTORS

Description	Expiring Factor	Renewal Factor
Experience Mod Factor	0.74	1.00
Schedule Credit/Debit	1.19	1.08
MCPAP	0.00	0.99

# UMBRELLA

## COVERAGE DETAIL

Coverage Description	Occurrence Limit	Aggregate Limit	Retention Amount
Umbrella(C)	1,000,000	1,000,000	10,000
Prod/Comp Ops Aggregate	1,000,000		10,000
Crisis Management Expenses Aggregate	50,000		
Personal and Advertising Injury	1,000,000		10,000

Higher Limits Are Available

# UNDERLYING POLICIES

## AUTO LIABILITY

Company	Policy Number	Eff Date	Exp Date	Combined Single Limit
Travelers	AUTO	7/21/2023	7/21/2024	2,000,000

## GENERAL LIABILITY

Company	Policy Number	Eff Date	Exp Date	Each Occurrence	Gen Aggregate	Prod & Comp Ops Aggregate	Pers & Adv Injury
Travelers	ZLP-31M63206	7/21/2023	7/21/2024	2,000,000	3,000,000	3,000,000	2,000,000

## EMPLOYERS LIABILITY

Company	Policy Number	Eff Date	Exp Date	Each Accident	Disease Policy Limit	Disease Each Employee
Travelers	UB7K965436	7/21/2023	7/21/2024	1,000,000	1,000,000	1,000,000

## EMPLOYEES BENEFITS LIABILITY

Company	Policy Number	Eff Date	Exp Date	Other Limit 1	Other Limit 2
Travelers	ZLP-31M63206	7/21/2023	7/21/2024	1,000,000	3,000,000

# CRIME

## ***EMPLOYEE DISHONESTY***

Limit	250,000
Deductible	1,000

## ***FORGERY OR ALTERATION***

Limit	250,000
Deductible	1,000

## ***THEFT, DISAPPEARANCE & DESTRUCTION***

Sec 1-Inside the Premises Limit	250,000
Inside Deductible	1,000
Sec 2-Outside the Premises Limit	250,000
Outside Deductible	1,000

## ***ADDITIONAL COVERAGES***

Coverage	Limit	Deductible
Faithful Perf of Duty Government EEs	Included	1,000



# CYBER LIABILITY

## COVERAGE DETAIL

Coverage Descriptions	Limits	Deductible
<b>CYBER LIABILITY COVERAGES</b>		
INCIDENT RESPONSE COSTS	1,000,000	0
LEGAL AND REGULATORY COSTS	1,000,000	2,500
IT SECURITY AND FORENSIC COSTS	1,000,000	2,500
CRISIS COMMUNICATION COSTS	1,000,000	2,500
PRIVACY BREACH MANAGEMENT COSTS	1,000,000	2,500
THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS	1,000,000	2,500
POST BREACH REMEDIATION COSTS	50,000	0
FUNDS TRANSFER FRAUD	250,000	2,500
THEFT OF FUNDS HELD IN ESCROW	250,000	2,500
THEFT OF PERSONAL FUNDS	250,000	2,500
EXTORTION	1,000,000	2,500
CORPORATE IDENTITY THEFT	250,000	2,500
TELEPHONE HACKING	250,000	2,500
PUSH PAYMENT FRAUD	50,000	2,500
SYSTEM DAMAGE AND RECTIFICATION COSTS	1,000,000	2,500
INCOME LOSS AND EXTRA EXPENSE	1,000,000	2,500
ADDITIONAL EXTRA EXPENSE	100,000	2,500
DEPENDENT BUSINESS INTERRUPTION	1,000,000	2,500
CONSEQUENTIAL REPUTATIONAL HARM	1,000,000	2,500

# PREMIUM SUMMARY

Proposed Policy Term: 07/21/2023 - 07/21/2024

Line of Business	Expiring Premium	Renewal Quote - Travelers All Lines	Alternate Quote MN League All Lines	Alternate Quote Travelers Pkg - Bitco Work Comp	Alternate Quote MN League Pkg- Bitco Work Comp
Property, Equipment Breakdown, IM, Crime	\$50,662	\$67,467	\$72,562	\$67,467	\$72,562
GL, Emp Benefits, Law, Public Entity, EPL	\$61,140	\$67,903	\$54,716	\$67,903	\$54,716
Business Auto Liability – Composite Rated	\$37,015	\$47,190	\$11,709	\$47,190	\$11,709
Business Auto Physical Damage – Composite Rated	\$21,912	\$27,795	\$13,925	\$27,795	\$13,925
Umbrella	\$6,020	\$7,763	\$20,415	\$7,763	\$20,415
Workers Compensation	\$84,203	\$90,803	\$159,503	\$74,978	\$74,978
<b>Total Premium</b>	<b>\$265,052</b>	<b>\$308,921</b>	<b>\$332,830</b>	<b>\$293,096</b>	<b>\$248,305</b>
Cyber Liability	\$4,100	Pending			

\*Starting premium does not include any changes that were made during the policy year.

Options	Premium
Travelers Crime Limit Increase to \$500,000 with \$5,000 Deductible	\$468 Additional
Travelers Crime Limit Increase to \$1,000,000 with \$5,000 Deductible	\$1,936 Additional

Note: If coverage is not bound by the proposed effective date, premium, coverage, and terms are subject to change.

## CHANGES MADE DURING POLICY YEAR

- Eff 4-18-23 -Remove 2019 Ford Explorer #8862
- Eff 3-20-23 -Add 2023 Chev Tahoe #9882
- Eff 1-15-23 - Remove 14 Dodge Charger #9968
- Eff 1-9-23 - Add: 2022 Chevy Tahoe #1160
- Eff 12.5.22 - Remove 15 Ford Interceptor
- Eff 12-5-22 Add 22 Chevy Tahoe #9813
- Eff 11-18-22 Add 2022 Chevrolet Tahoe # 1GNSKLED8NR300248

**CHANGES MADE FOR RENEWAL**

- Updated Auto List

**PAYMENT PLAN**

**NET RATES**

**WORKERS COMPENSATION RATES (PER \$100)**

Code	Description	Expiring Net Rate	Renewal Net Rates
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEES NOC	3.46	3.21
9102	PARK ALL EMPLOYEES & DRIVERS	4.54	3.93
9015	BUILDINGS OPERATION -ALL OTHER EMPLOYEES	4.42	4.18
8810	CLERICAL OFFICE EMPLOYEES	0.17	0.16
7720	POLICE OFFICERS & DRIVERS	3.44	3.01
7520	WATERWORKS OPERATION & DRIVERS	4.06	3.56
5506	STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING	8.43	7.33



## ***ELECTRONIC DELIVERY AUTHORIZATION***

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### **ELECTRONIC SELECTION/REJECTION OPTIONS**

North Risk Partners is requesting consent from insureds prior to engaging in further electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- ❖ **Select Electronic Delivery;** policies and/or supporting documents are delivered via electronic delivery-either via email or InsurLink client portal. Paper copies of documents will no longer be sent.
- ❖ **Reject Electronic Delivery;** policies and or/supporting documents are delivered via mail or hand delivery by risk advisor. You will continue to receive email correspondence from North Risk Partners.
- ❖ **Withdraw your consent;** if you decide you no longer want to receive electronic delivery of documents in connection with your insurance policy. You will continue to receive email correspondence from North Risk Partners.

**SELECTION OF ELECTRONIC DELIVERY OPTION – *Please Choose One***

- Email Delivery
- InsurLink Client Portal Delivery

**REJECTION OF ELECTRONIC DELIVERY OPTION**

**WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY**

### **ELECTRONIC DELIVERY DISCLOSURE**

The policyholder who elects to allow for electronic delivery of policy documents should be diligent in updating the electronic mail address provided to the North Risk Partners in the event that the address should change.

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APPLICANT/NAMED INSURED SIGNATURE

DATE (MM/DD/YYYY)

Preferred e-mail for electronic delivery: \_\_\_\_\_

North Risk Partners contact email: [cathy.rand@northriskpartners.com](mailto:cathy.rand@northriskpartners.com)



## What is the InsurLink Client Portal?

We empower our clients by providing a convenient and secure electronic environment to access their insurance data, including policies, endorsements, certificates of insurance, auto ID cards, and more.

### User Info

Name:

Title:

Email:

### Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
- Add Certificate Holders

### User Info

Name:

Title:

Email:

### Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
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### User Info

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Title:

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### User Info

Name:

Title:

Email:

### Permissions

- View Policy documents (i.e., policies, endorsements, etc.)
- View Auto ID Cards
- View Certificates of Insurance
- Share/Add Documents (i.e., financials, handbook, etc.)
- Add Certificate Holders

## CLAIMS MADE POLICY INFORMATION

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Each claims made policy issued has individual coverages, policy conditions and exclusions. It is **especially** important to understand the conditions and requirements in the policy agreement for reporting claims. Each policyholder has rights, duties and responsibilities for claims that are explained within the policy itself. Not complying with your obligation to report a claim in the timely manner prescribed, admitting liability or assuming responsibility for a loss, or incurring claims expense not authorized may void coverage under this insurance contract.

### **Extended Reporting Period**

If you decide to cancel this claims made policy form and do not replace it with another or are unable to obtain the same retroactive date for coverage, you may want to purchase an Extended Reporting Period. This endorsement would allow you an additional period of time to **report** claims that may result from Wrongful Acts committed during the period of time you did have coverage. There is an additional premium for the claim reporting extension and the premium in most cases is set forth in the policy contract. You have a limited time to notify the carrier of your intent to purchase the extension.

### **Retroactive Date**

Coverage is provided under the policy for Wrongful Acts that occur after the Retroactive Date stated in the policy. Some policies will provide coverage for "full prior acts." Wrongful Acts that occur prior to the retroactive date of coverage will not be covered by this policy.

### **Pending and Prior Litigation**

If you are aware of any pending or prior litigation at the time the policy is issued, those situations or claims will not be covered by this insurance. Often the policy will have a Pending and Prior Litigation date that usually will match the effective date of coverage.

### **Your Application**

The application for coverage becomes a warranty. Everything stated in the application must be truthful and honest to the best of your knowledge at the time the application is completed. Failure to fully disclose information may void coverage under the contract.

### **Your Duty to Report Claims and Incidents**

Within each policy you have a duty to report claims and incidents that could give rise to a claim. Claim is defined differently under each contract. Sometimes it is a written demand for money. It can be described as a written or oral demand for damages. Some policy forms include some coverage for administrative hearings. If you are worried about any situation it is important for you to call and report the claim or incident to the agency or the company as outlined in your policy.

## ***NON-ADMITTED/UNLICENSED INSURANCE COMPANY NOTICE***

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This proposal includes an offering for coverage through a non-admitted (unlicensed) carrier in the State of Minnesota. Unlicensed carriers are not subject to regulation by the Minnesota Department of Commerce and policyholders are not entitled to protection under the Minnesota Insurance Guaranty Association (see attached **NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW**).

By accepting the coverage through an unlicensed insurance company, you acknowledge that there is an added risk in placing coverage with this company. In consideration of our agency's placement of coverage with an unlicensed carrier you waive any and all rights against North Risk Partners in the event that the surplus lines carrier fails to honor any claim, for any reason, including but not limited to bankruptcy, reorganization or liquidation. Although many surplus lines companies are financially stable, we must advise you the possibility exists that your insurance may be uncollectible in the event of a loss.

You further acknowledge that by accepting this coverage you waive any claim against North Risk Partners for any unearned premiums paid for the coverage in the event that the coverage is terminated prior to its expiration. Coverage with unlicensed carriers will carry at least a 25% minimum earned premium in the event of cancellation.

THE INSURANCE PROPOSED WOULD BE ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

## ***MINNESOTA GUARANTY ASSOCIATION NOTICE***

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### **NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION**

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association  
7600 Parklawn Avenue, Suite 460  
Edina, Minnesota 55435  
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.



## WORKERS' COMPENSATION ELECTION OF COVERAGE

**Minnesota Workers' Compensation law (Minn. § Stat. 176.041) exempts coverage for the following employed persons and their spouses, parents or children (regardless of age or wage rate):**

1. An individual owner of a business (a sole proprietorship).
2. A partner or partners of a partnership.
3. Executive officers of a closely held corporation in which the corporation has
  - capital stock held by no more than 10 persons.
  - less than 22,880 hours of payroll in the previous calendar year.
  - If both are applicable, only executive officers owning 25% or more of the stock are excluded and must elect to be included.
4. Managers of Limited Liability Companies in which the LLC has:
  - 10 or fewer members (i.e., owners)
  - less than 22,880 hours of payroll in the previous calendar year,
  - If both are applicable, only managers who own at least 25% membership interest are excluded and must elect to be included.

**Please complete this form with the name and title or relationship of all employed persons listed above. Indicate by checking the appropriate box whether each person is to remain excluded for coverage or whether coverage is desired.**

Please print or type

I N C L U D E	E X C L U D E	Name of sole proprietor, partner, corporate officer or manager of LLC electing or rejecting coverage.	Title (and % of ownership)
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

I N C L U D E	E X C L U D E	Name of spouse, parent or child for whom insured is electing or rejecting coverage.	Relationship
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**Named Insured:**

**Policy Number :**



# Communications Sign-Up

northriskpartners.com/login

### Company Address

\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

### Do you perform operations in multiple states?

Yes  No

If so, list the states where you must comply with state mandated regulations.

\_\_\_\_\_

### SIC ID \_\_\_\_\_

### Industry

- Accommodation & Food Services
- Administrative & Support & Waste Mgmt & Remediation Services
- Ag., Forestry, Fishing & Hunting
- Arts, Entertainment & Recreation
- Construction
- Educational Services
- Finance & Insurance
- Health Care/Social Services
- Information
- Mgmt of Companies & Enterprises
- Manufacturing
- Mining, Quarrying, Oil & Gas Extraction
- Other Services
- Public Administration
- Real Estate, Rent/Lease
- Retail Trade
- Transportation & Warehouse
- Utilities
- Wholesale Trade

### Number of Employees

- Company has zero employees
- 1-20
- 21-50
- 51-100
- 101-250
- 250-500
- 500+

### Customize Your Service

Select all that apply.

- My company is subject to Dept. of Transportation (DOT) Compliance.
- My company has an HRA.
- My company has a self-funded medical plan.
- My company is interested in wellness programs.

### Company: \_\_\_\_\_

\_\_\_\_\_

Be sure to include all names associated with the account (i.e., DBAs, sister companies).

### North Risk Team

Risk Advisor (P/C): \_\_\_\_\_

Account Manager (P/C): \_\_\_\_\_

Office Location: \_\_\_\_\_

Risk Advisor (Benefits): \_\_\_\_\_

Account Manager (Benefits): \_\_\_\_\_

Office Location: \_\_\_\_\_

### Contact 1 LMS Training Administrator:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Line of business:  P/C  Benefits  Personal

### Contact 2 LMS Training Administrator:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Line of business:  P/C  Benefits  Personal

### Contact 3 LMS Training Administrator:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Line of business:  P/C  Benefits  Personal

### Contact 4 LMS Training Administrator:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Line of business:  P/C  Benefits  Personal

# Commercial Insurance Proposal

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Presented to

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

**League of Minnesota Cities  
Package and Workers Compensation Quotes**

Proposed Effective Date:  
7/21/2023

Presented by Jon Launstein



North Risk Partners  
2010 Centre Pointe Blvd.  
Mendota Heights, MN 55120

(651)379-7800  
(651)379-7801

# PROPERTY

**Property Valuation Disclaimer:** Building and personal property coverage limits are estimates only and were arrived at based on information provided by the policyholder and/or industry standard software used to estimate replacement costs. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified builder who is able to provide replacement cost estimates.

Subject	Amount	Valuation	Cause of Loss	Deductible
Total Insured Property Value	\$48,546,417	Replacement Cost	Spec Inc Theft	10,000
Equipment Breakdown	Included		Breakdown	10,000

# COMMERCIAL INLAND MARINE

## UNSCHEDULED & SCHEDULED EQUIPMENT

Description	Limit per Item	Amount of Insurance	Deductible
Unscheduled Equipment	Max - 250,000	1,885,753	2,500
Scheduled Equipment	2021 John Deere 772 G motor Grader	343,822	2,500

# CRIME

## **BOND**

Limit	250,000
Deductible	1,000

## **CRIME**

Limit	250,000
Fraudulent Instruction Loss Sublimit	50,000
Deductible	500

# GENERAL LIABILITY

## COVERAGE WRITTEN ON:

<b>Coverage Information</b>	General Liability
<b>Occurrence/Claims Made</b>	Claims Made: <ul style="list-style-type: none"> <li>- Municipal Liability Retroactive Date: 07/21/2023</li> <li>- Limited Contamination Liability Claim Retroactive Date: 07/21/2023</li> </ul>

## COVERAGE DETAIL

Coverage Descriptions	Limits	Deductible
General Aggregate	0	10,000
Products/Completed Ops Aggregate	3,000,000	10,000
Personal & Advertising Injury	Included	10,000
Each Occurrence	2,000,000	10,000
Fire Damage	Included	10,000
Medical Expense	2,500	10,000
Failure To Supply Claim Limit	3,000,000	10,000
EMF Claim Limit	3,000,000	10,000
Limited Contamination Liability Claim Limit	3,000,000	10,000
Land Use And Special Risk Litigation Limit	1,000,000	10,000
Outside Organization Claim Limit	100,000	10,000
System Security Breach Claim Limit	3,000,000	10,000
Sexual Abuse Claim Limit	3,000,000	10,000
Wildfire Claim Limit	3,000,000	10,000

## SCHEDULE OF HAZARDS

Description	Proposed Premium Basis
Employment	38
Expenditures	\$23,305,675

# BUSINESS AUTO

## COVERAGE SYMBOLS

Liability	1
Uninsured Motorist	6
Underinsured Motorist	6
Personal Injury Protection	5

## PHYSICAL DAMAGE DETAIL

Comprehensive	2
Collision	2

### Coverage Symbols:

- |   |  |
|---|--|
| 1 - Any Auto                                    | 6 - Owned Autos Subject To Compulsory U.M. Law |
| 2 - All Owned Autos                             | 7 - Autos Specified On Schedule                |
| 3 - Owned Private Passenger Autos               | 8 - Hired Autos                                |
| 4 - Owned Autos Other Than Private Passenger    | 9 - Non-Owned Autos                            |
| 5 - All Owned Autos Requiring No-Fault Coverage |  |

## COVERAGE/LIMITS

Description	Limits
Combined single limit	2,000,000
PIP-Basic	Basic
Uninsured motorist combined single limit	200,000
Underinsured motorist combined single limit	200,000
Comprehensive	See Policy For Detail
Collision	See Policy For Detail
Minnesota Each Claimant Limit - Statutory Cap	500,000
Minnesota Each Occur Limit - Statutory Cap	1,500,000
Deductible – 1,000	

## VEHICLE COUNT

2023-2024 Count
35

# DEFENSE COST

## COVERAGE WRITTEN ON:

<b>Coverage Information</b>	Defense Cost
<b>Occurrence/Claims Made</b>	Claims Made – Retroactive Date: 07/21/2023

## COVERAGE DETAIL

Coverage Descriptions	Limits
Defense Cost	
Defense Cost Reimbursement Limit	
Annual Aggregate Per City Official	50,000
Agreement Term Annual Aggregate	250,000



# WORKERS COMPENSATION

## EMPLOYERS LIABILITY

Each Accident Limit	1,500,000
Disease-Policy Limit	1,500,000

## LOCATIONS & CLASSIFICATIONS

Loc #	State	Code	Classification	Proposed Payroll	Rate	Premium
00001	MN	5506	Street or Road Construction	306,883	9.66	29,645
00001	MN	9410	Municipal, Township, County or State Employees NOC	42,600	0.95	405
00001	MN	9102	Park NOC-All Employees & Drivers	54,413	7.91	4,304
00001	MN	7520	Waterworks Operation	252,117	4.06	10,236
00001	MN	7720	Police Officers	1,510,421	11.08	167,355
00001	MN	8810	Clerical Office Employees NOC	1,145,456	0.76	8,705
00001	MN	9015	Buildings Operation-All Other Employees	58,261	7.54	4,393

*Subject to Audit*

## MODIFICATION FACTORS

Description	Factor
23-24 The League of MN Cities - Experience Mod	0.79

### Deductible Premium Option

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 177,784. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	0.70%	-1,244	158,259	0	158,259
<input type="checkbox"/>	\$500	1.20%	-2,133	157,370	0	157,370
<input type="checkbox"/>	\$1,000	2.00%	-3,556	155,947	0	155,947
<input type="checkbox"/>	\$2,500	3.50%	-6,222	153,281	0	153,281
<input type="checkbox"/>	\$5,000	5.50%	-9,778	149,725	0	149,725
<input type="checkbox"/>	\$10,000	8.00%	-14,223	145,280	0	145,280
<input type="checkbox"/>	\$25,000	12.50%	-22,223	137,280	0	137,280
<input type="checkbox"/>	\$50,000	17.50%	-31,112	128,391	0	128,391

# VOLUNTEER ACCIDENT PLAN

## COVERAGE DETAIL

Coverage Description	Limit
Accidental Death Benefit Principal Sum	200,000
Permanent Impairment Benefit-Max Amount	200,000
Weekly Disability	900
Medical Benefit	2,500
Total Limit of Liability	500,000

## Insurance protection for Public Entities



### The BITCO Commitment: Protection and Service

*We stay in touch with the changing needs of the customer.*

BITCO understands the unique challenges associated with workers' compensation needs of public entities. Our insurance programs are designed to provide governmental entities with a "first dollar" workers' compensation product that allows you to "transfer the risk" associated with worker injuries caused by workplace incidents.

By utilizing a "program management" approach to underwrite our programs, BITCO is able to provide access to programs that are specifically tailored to meet your needs. Our Program Managers are solely dedicated to understanding the unique challenges you face in delivering services to the general public. They maintain and design programs that address those needs.

#### BITCO offers customized programs for:

- ★ Cities
- ★ Counties
- ★ Schools
- ★ Towns
- ★ Townships
- ★ Villages
- ★ Service Districts including: Water Districts, Sanitation Districts, Road Districts, Drainage Districts, Cemetery Boards, Library Boards and Park Boards

#### Specialized services for public entities include:

- ★ Care Provider Bill Review
- ★ PPO Network Services
- ★ Claims Review Services
- ★ Loss Reporting Assistance
- ★ Loss Analysis
- ★ Online Risk Control Resources/ Customer Portal
- ★ Training/Loss Control Program Development and Design Assistance
- ★ 24/7 Claims Reporting
- ★ Litigation Management
- ★ Nurse Case Management Services
- ★ Vocational Rehabilitation Services

## **We are a trusted partner in good standing.**

As a public entity, you should be aware of the claims-paying ability of the insurance company entrusted with your business. BITCO's outstanding financial ratings are indicators of our ability to offer you optimum security. We enjoy an A.M. Best Rating of "A+" Superior.

BITCO is a member of the Old Republic General Insurance Group, the largest business segment within Old Republic International (NYSE: ORI), one of America's 50 largest shareholder-owned insurance businesses and currently ranks among the Fortune 500 list of the nation's biggest companies. Our commitment to public entity businesses combined with our strong financial standing is the foundation on which we have built meaningful insurance programs – supported by insurance professionals.

## **At BITCO, we make it our business to know your business.**

We have been meeting the insurance protection needs of public entities for more than 30 years. We have withstood the ups and downs of the public entity marketplace.

The service needs of public entities are unique. We work with you and a select group of agents who specialize in insuring entities like yours.

Our team of experts provides a long-term commitment and focus on finding the right solutions for you. We offer stability and the ease of doing business with our specialists.

## **We provide commercial insurance protection with a personal touch.**

In addition to providing you with insurance protection intended to meet the unique needs of our policyholders, we are proud to provide the highest level of personalized service.

Whether it's an onsite visit by a Risk Control Consultant to gain a better understanding of your public entity, or a visit by a member of our Claims Team to help review outstanding claims, we take a personal stake in helping you manage and understand the costs associated with your insurance program.



[www.BITCO.com](http://www.BITCO.com) | 1-800-475-4477

Full Service Branch Offices: Atlanta, Charlotte, Dallas, Denver, Des Moines, Indianapolis, Kansas City, Little Rock, Nashville, New Orleans, Oklahoma City, Pittsburgh, Portland, St. Louis, San Antonio

All programs may not be available in all states.

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**OLD REPUBLIC INSURANCE GROUP**

**Resolution No. 2023-95**

**Resolution Approving Authorization For Professional Services For Design, Bidding and Construction Administration Services By Braun Intertec Corporation**

WHEREAS, the City of Hermantown (“City”) obtained a proposal from Braun Intertec Corporation (“Braun”) dated June 27, 2023 for Design, Bidding and Construction Administration Services for the roof/attic repairs of the Governmental Services Building in Hermantown, Minnesota (“Project”); and

WHEREAS, such proposal (“Proposal”) is attached hereto as Exhibit B; and

WHEREAS, City has a Master Services Agreement (“Master Services Agreement”) with Braun that would cover the services described in the Proposal; and

WHEREAS, the Master Services Agreement provides for the issuance of an Authorization for Professional Services upon acceptance of a Proposal; and

WHEREAS, the City Council has duly considered this matter and believes it to be in the best interests of the City to approve an Authorization for Professional Services with Braun to provide the services described in the Proposal and authorize and direct the Mayor and City Clerk to execute and deliver it 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 Proposal attached hereto as Exhibit B is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Authorization for Professional Services substantially in the form 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 July 5, 2023.

**EXHIBIT A**

**CITY OF HERMANTOWN, MINNESOTA**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

TO: Braun Intertec Corporation (“Consultant”)

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Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated \_\_\_\_\_, 20\_\_, you are hereby authorized to proceed with the Professional Services described in the Proposal attached hereto.

**I. PROJECT DESCRIPTION**

The City of Hermantown (“City”) has requested Consultant perform Design, Bidding and Construction Administration Services for the roof/attic repairs of the Governmental Services Building

**II. SERVICES TO BE PROVIDED**

Consultant has agreed to provide the services described in the Proposal attached hereto.

**A. ADDITIONAL SERVICES**

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A. \_\_\_\_\_

B. \_\_\_\_\_

**III. PERIOD OF SERVICE**

Consultant’s services will be completed within \_\_\_\_\_ from the date of this Authorization.

**IV. COMPENSATION**

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Proposal, in a not to exceed the amount of \$16,820.00.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_ Attest \_\_\_\_\_  
Mayor City Clerk  
OR

Approved by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized City Representative

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Consultant Acceptance by \_\_\_\_\_, 20\_\_.  
Authorized Consultant Representative

**EXHIBIT B**  
**PROJECT PROPOSAL**



June 27, 2023

Proposal QTB180425

Mr. Adam Schminski  
Building Official  
City of Hermantown  
5105 Maple Grove Rd.  
Hermantown, MN 55811

Re: Proposal for City Hall Building  
Roof/Attic Repairs - Design, Bidding and Construction Administration  
5105 Maple Grove Road  
Hermantown, Minnesota

Dear Mr. Schminski:

Braun Intertec Corporation appreciates this opportunity to present our proposal to you for Roof/Attic - Design, Bidding and Construction Administration located in Hermantown, Minnesota.

### **Available Information**

This proposal was prepared using the following documents and information:

- Braun Intertec's Roof/Attic Assessment report dated June 2, 2023.
- Architectural Plans from Stanius Johnson Architects dated April 27, 1998.
- Architectural plans from SJA Architects dated August 30, 2006.

### **Our Understanding of the Project**

The owner of the property located at 5105 Maple Grove Road, Hermantown, Minnesota has reoccurring moisture intrusion and severe ice dams during the winter. The City of Hermantown hired Braun Intertec to perform a roof/attic assessment. The report dated June 2, 2023, concluded that the moisture intrusion and subsequent staining was caused by a combination of inadequate amount of attic insulation and blocked attic ventilation. The city of Hermantown is requesting drawings and specifications for bidding purposes, assistants in bidding and construction administration.

### **Attic Repairs Scope of Services**

Building Enclosure Services are provided by the Braun Intertec Building and Structure Sciences Group based in Minneapolis, Minnesota. The Building and Structure Sciences Group is a team of fulltime Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Certified EIFS Inspectors (CEI), Fenestration Master Professional (FMPC), Certified Infrared Thermographers (CIT) and Building Enclosure Commissioning Agent (BECxP, CxA+BE). Resumes have been included to demonstrate our experience and expertise.

## **Roof/Attic Repair Design**

Roof/Attic design services will include drawings and specifications for bidding purposes. The new design will meet current code requirements including R-value, interior air barrier and increase the existing attic ventilation. We are also hiring an electrical engineer to provide proper connections and circuits for the new heat tape. Our architect will review and sign the documents once completed. When we have achieved 90 percent of the design, we would like to meet with you to discuss the design. At this time, we can provide an updated construction budget and schedule. We would need the city to provide the “front end” information of the specification which includes insurance information, lien waivers or retainage. This will include two (2) site visits during this phase that includes further investigation into the spaces around the council chamber and the 90 percent meeting.

## **Bidding Services**

We will assist in the bid process by attending the pre-bid meeting and discussing the scope of work for the bidders. We will review of the bids and provide a letter of recommendation of the chosen contractor. This will include one site visit during pre-bid meeting.

## **Construction Administration**

We will begin by reviewing the contractors’ material submittals and lead a pre-construction meeting. We stress safety for all our projects and for the workers, building users and staff. We will discuss staging and storage of materials at the site, the construction schedule for each building, and keeping the site clean from debris and garbage. We will discuss the drawing, specifications and schedule with the contractor and discuss the needs of the owner. The building will be open for business during the repairs.

Our understanding of the project’s construction will take place Monday through Friday during normal working hours (i.e., 7am – 5pm). During our time on site, we will verify the delivery of materials on site and verify that they match the approved submittal. We will document our observations in our daily reports which will also include photos of the day’s work. The daily report will be reviewed by our senior consultants prior to sending out the next day. Any issues that come up will be discussed with the contractor right away on site to solve the problem. If the issue is not resolvable it will be listed within our report and communicated with the owner. This will include total six site visits for meetings and observation during this phase.

## **Project Close Out and Final Report**

Once construction have been completed, we will provide a punch list of items that may need correction at the substantial completion phase. Once those have been corrected and verified, we will provide a final completion letter.

## **Cost Proposal**

Refer to the attached fee schedule.

## **Scheduling**

We are ready to begin the design process when the proposal is approved. The design process is estimated to be 5 weeks in length.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 60 days and that others will not delay us beyond our proposed schedule.

If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Responsibility for payment will be the Authorizing Firm. If this Authorizing Firm is different than whom the proposal is addressed to, please notify us prior to execution of this agreement.

Our services will be provided under the terms of the Master Service Agreement between Braun Intertec Corporation and City of Hermantown.

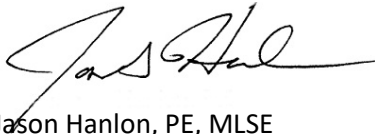
If you have any questions or require further information, please contact Matt Anderson at 612.369.4149 ([MaAnderson@braunintertec.com](mailto:MaAnderson@braunintertec.com)) or Joe Butler 218.216.1146 (JButler@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Matt Anderson, RRO, REWO, CEI, CIT  
Senior Consultant



Jason Hanlon, PE, MLSE  
Director, Principal Engineer

Attachments:  
Fee Proposal

# Project Proposal

QTB180425

Hermantown City Hall

**Client:**

City of Hermantown  
Adam Schminski  
Hermantown Economic Development Authority  
5105 Maple Grove Road  
Hermantown, MN 55811

**Work Site Address:**

5105 Maple Grove Road  
  
Hermantown, MN 55811

**Service Description:**

Design, Bidding and Construction  
Administration

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Hermantown City Hall</b>				
<b>Activity 1.1</b>	<b>Design</b>				<b>\$17,760.00</b>
5505	Design	1.00	Each	17,760.00	\$17,760.00
<b>Activity 1.2</b>	<b>Bidding</b>				<b>\$1,900.00</b>
5506	Pre-Bid Meeting	1.00	Each	1,900.00	\$1,900.00
<b>Activity 1.3</b>	<b>Construction Administration</b>				<b>\$9,000.00</b>
5504	Observation (Ea)	4.00	Each	1,500.00	\$6,000.00
5532	Pre/Post-Construction Meeting	2.00	Each	1,500.00	\$3,000.00
<b>Activity 1.4</b>	<b>Project Closeout</b>				<b>\$1,300.00</b>
5515	Final Reort	1.00	Each	1,300.00	\$1,300.00
<b>Phase 1 Total:</b>					<b>\$29,960.00</b>

<b>Proposal Total:</b>	<b>\$29,960.00</b>
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**CITY COUNCIL MEETING DATE:** July 5, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Appointment of Trish Crego as Utility and Infrastructure Director

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**RESOLUTION:** 2023-96       **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

Appoint Trish Crego as the Utility and Infrastructure Director

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**BACKGROUND**

The City has been attempting to fill the position of Utility and Infrastructure Director and recently interviewed Trish Crego for the position. Ms. Crego is a Landscape Architect and has worked for a local engineering firm on projects in Hermantown.

---

**SOURCE OF FUNDS (if applicable)**

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**ATTACHMENTS**

Resolution with summary job offer  
Application Material

**Resolution No. 2023-96**

**Resolution Approving The Employment Of Trish Crego As The Utility & Infrastructure Director**

WHEREAS, a search has been conducted for a person with experience and education for a Utility & Infrastructure Director for the City of Hermantown; and

WHEREAS, interviews were conducted by the City Administrator and members of staff with respect to such position; and

WHEREAS, the City Council has duly considered this matter and believes it is in the best interests of the City of Hermantown to accept the recommendations of the City Administrator set forth in the attached summary job offer.

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

1. The employment of Trish Crego as the Utility & Infrastructure Director pursuant to the terms set forth in the summary job offer attached hereto is approved.

Councilor                      introduced the foregoing resolution and moved its adoption.

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

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on July 5, 2023.

**Summary Job Offer to  
Trish Crego from the City of Hermantown  
For the Utility & Infrastructure Director  
July 5, 2023**

**Proposed Start Date:** July 24, 2023

**Starting Salary:** The Utility & Infrastructure Director is a salaried position.

The starting salary is \$ 90,457 and will be paid in the same fashion as all other employees.

**All Other Terms:** As provided in the Management Compensation Plan



Patricia (Trish) Crego  
6000 Hwy 53  
Saginaw, MN 55779

218.510.0122

trishstunnett@yahoo.com

June 8, 2023

John Mulder  
City Administrator  
5105 Maple Grove Road  
Hermantown, MN 55811  
[jmulder@hermantownmn.com](mailto:jmulder@hermantownmn.com)  
(218) 729-3600

Dear Mr. Mulder,

I am contacting you at the suggestion of John Geissler. Recently he and I had a conversation about the position of Utility and Infrastructure Manager in the City of Hermantown. John proposed that my unique talents could be a good fit for the new city position. While I am a licensed landscape architect in Minnesota Wisconsin and North Dakota with nearly twenty years of experience, recently the firms I've worked for provided me with the experience to work with mostly civil engineering, including stormwater, utility design, site layout, grading, and erosion control. Some local projects I've worked on have been in the city of Hermantown including Jenny Farms, Lietchy Holms, and several properties in the Lightning Dr. industrial park. These projects have given me the opportunity to collaborate with the wonderful City of Hermantown staff including Eric Johnson, David Bolf, and Paul Senst. I would love the opportunity to help Hermantown proposer by implementing the Road Improvement Plan including the planning, construction, and the assessment process.

On a personal note, since moving up Hwy 53 for Duluth in 2016. I have been compelled to become more involved in the community. Therefore, I volunteered for community education at the school district, I teach part time at the beautiful EWC, I am a member of the Hermantown (Skyline) Rotary and the Hermantown Chamber of commerce. I even coach HYSA soccer. I have truly learned to love Hermantown and would be honored to serve its citizens.

The greatest benefit of being a landscape architect is making a difference in my community, including the people I work with. I was honored to be a member of the design teams for the Peyton Acres, Frandsen Bank, and Hermantown Uptown Development. Working for the City of Hermantown would give me the opportunity to further contribute to the greater community. I believe my experience level, personality, and passion for design would make a powerful addition to the City of Hermantown. At your convenience I would be thrilled for the opportunity to review my qualifications.

I sincerely thank you for your time and consideration,



Trish Crego, RLA, SWPPP



**Experience Continued:**

- |   |                                      |  |                                     |  |  |
|---|--------------------------------------|--|-------------------------------------|--|--|
| <p><b>Landscape Architect</b><br/>Miller Creek Landscape Services</p>                   | <p>2016-2019<br/>Duluth, MN</p>      | <ul style="list-style-type: none"> <li>• Design and layout of site plans, master plans, and CD's</li> <li>• Photoshop manipulation and rendering of site plans</li> <li>• Construction details, planting and grading plans</li> <li>• Preparing cost estimates, specifications</li> </ul>  | <p>2010-2011<br/>N. St Paul, MN</p> | <p><b>Landscape Architect</b><br/>DSGW Architects</p>                  | <ul style="list-style-type: none"> <li>• Design and layout of site plans and construction documents</li> <li>• Request for proposal, contracts and cost estimates preparation</li> <li>• Construction details, planting and grading plans</li> <li>• LEED design, SWPPP design</li> <li>• Construction and project management</li> </ul>                                     |
| <p><b>CADD Technician</b><br/>Technical Design Services</p>                             | <p>2015-2016<br/>Duluth, MN</p>      | <ul style="list-style-type: none"> <li>• Layout of the Enbridge L3R pipeline alignment sheets</li> <li>• Access road and workspace layout</li> </ul>   | <p>2004-2010<br/>Duluth, MN</p>     | <p><b>Landscape Designer</b><br/>Architectural Resources Inc (ARI)</p> | <ul style="list-style-type: none"> <li>• Design and layout of site plans, master plans, and CD's</li> <li>• Photoshop manipulation and rendering of site and building plans</li> <li>• Presentation power points and boards</li> <li>• Construction details, planting and grading plans</li> <li>• Preparing cost estimates, specifications, addendums, and ASI's</li> </ul> |
| <p><b>Landscape Architect and Civil Designer</b><br/>Landform Professional Services</p> | <p>2013-2015<br/>Minneapolis, MN</p> | <ul style="list-style-type: none"> <li>• Design and layout of site, landscape, and drainage plans</li> <li>• Conceptual plans and construction documents</li> <li>• Code analysis, cost estimating</li> </ul>  | <p>2003-2004<br/>Duluth, MN</p>     | <p><b>Intern landscape designer</b><br/>DSGW architects</p>            | <ul style="list-style-type: none"> <li>• Design and layout of site plans and construction documents</li> <li>• Rendering of plans and Photoshop manipulation of photos</li> <li>• Presentation power points and boards</li> <li>• Construction details, planting and grading plans</li> <li>• Preparing cost estimates</li> </ul>  |
| <p><b>Landscape Architect and Manager</b><br/>Stinnett Site Designs</p>                 | <p>2011-2013<br/>Minneapolis, MN</p> | <ul style="list-style-type: none"> <li>• Project acquisition, marketing, business administration</li> <li>• Proposal and contract preparation</li> <li>• Master planning and landscape conceptual design</li> <li>• Code analysis, tree inventories, and cost estimating</li> <li>• Design and layout of site plans and construction documents</li> <li>• Construction and project management</li> </ul> |                                     |  |  |

# TRISH CREGO



618.610.0120

trishstinnett@yahoo.com

http://www.linkedin.com/pub/

trish-stinnett/379176720

Hwy 53, Saginaw, MN

## Skills

- Master planning
- Pre-design and Planning
- Site design and Construction Documents
- Construction Management
- Auto Cadd 2014 and Revit 2012
- Autodesk Impressions and Sketch Up
- Esri and Arch GIS mapping
- Adobe (Photoshop, Illustrator, Indesign) and Corel Draw 10
- Fluent with Microsoft and Apple systems/programs
- Inventory with Wasp technologies
- Project budget and cost analysis
- Streetscape design
- Neighborhood revitalization plans

## Project Experience

- Larsmont Properties, Two Harbors 2004
- CIRISSD, Iron Range 2007
- West Duluth Master Plan, Duluth 2009
- Spirit Mountain Master Plan, Duluth 2008
- Aitkin County Growth, Aitkin 2009
- LCO-Housing Development, Hayward, WI
- Ore-be-Gone Development, Gilbert
- Damien Addition, Buhl 2020
- Boat House Bay, Silver Bay 2022
- The Harbors, Two Harbors 2021
- Groves of Hermantown, Hermantown 2022
- Peyton Acres, Hermantown 2022

## Education/Licensure

- B.A. Landscape Architecture 2002
- North Dakota State University Fargo, ND
- Registered Landscape Architect , State of Minnesota 2010, State of North Dakota 2012, and Wisconsin 2021
- Stormwater Pollution Prevention Plan (SWPPP) certified 2010
- 2005 Duluth Police Department crime Prevention Through Environmental Design Certification

## Extracurriculars

- Water Aerobics Instructor YMCA, Essentia Fitness Center, and Proctor Community Ed
- Duluth Yacht Club Race Team
- HYSA Volunteer Soccer Coach
- Broomball, bowling, DASL, fishing, hunting, hobby farming

# Portfolio

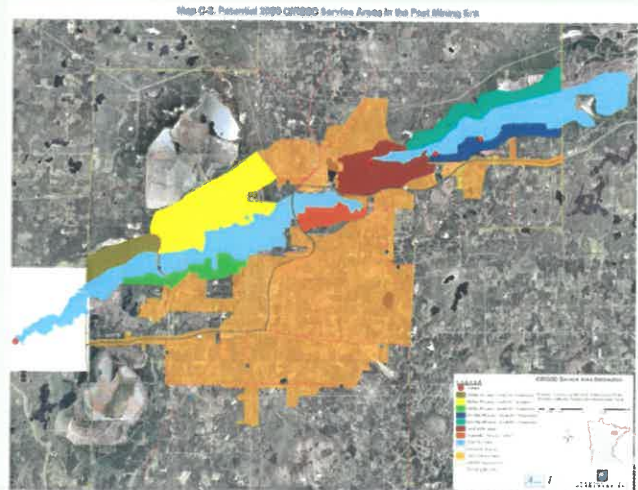


Larsmont on Lake Superior  
Two Harbors, MN  
Work Completed while at DSGW 2004

Larsmont is a low-density vacation home development on 40 acres of spectacular Lake Superior shoreline. This special site is located just south of Two Harbors and twenty minutes from Duluth. All homes have access to the cobble stone beach for kayaking, canoeing, swimming and nighttime bonfires. The exteriors present the look and feel of cottages, with simple lines and light colors reminiscent of a Norwegian fishing village. Front porches provide a point of contact for neighborly visits; patios and decks facing the lake ensure privacy.

CIRSSD Wastewater Service Area Delineation  
Minnesota Iron Range  
Work Completed with at Architectural Resources 2007

In 2007 the State of MN Public Facilities Authority Wastewater Infrastructure Fund provided funding to the Central Iron Range Sanitary Sewer District and tasked them with forecasting the growth of the developable lands surrounding Hibbing, Chisholm, Buhl, Kinney and other small communities. This was to predict the possible the post mining potential 2050 service area that would be created. Our team used GIS and other predictive modeling to provide the maps to show this potential service area. This mapping has made it possible for the IRRRB and other state funding entities to provide funding to these municipalities for the expansion of their infrastructure to accommodate the mining actives in the region.





# Portfolio

## Ore-be-Gone Development

Gilbert, MN

Completed with DSGW in 2004

Gilbert had a Master plan for the Ore-Be-Gone residential development and needed to enhance the plan with more landscape elements and other adjustments to provide more appeal to possible buyers. This plan involved two phases of design the first being the master plan graphic and the second detailed landscape overall development. The goal of the Master Plan Graphic included the OHV access road, provided a buffer between existing lots (those along Sherwood Forest) and the lots to the east, and demonstrate housing concepts found within the PUD. The goal of the Landscape Plan included establishing buffers between lots, utilized existing any vegetation, provided natural planting areas for more curb appeal, screen the OHV access road, while working with the PUD's guidelines for landscaping. The landscape plan will also embrace the existing site elements and provide pedestrian access to any local amenities such as the Lake Ore-be-Gone.



## Grand Marais Recreation Area Master Plan

Grand Marais, MN

Work Completed with at Architectural Resources 2008



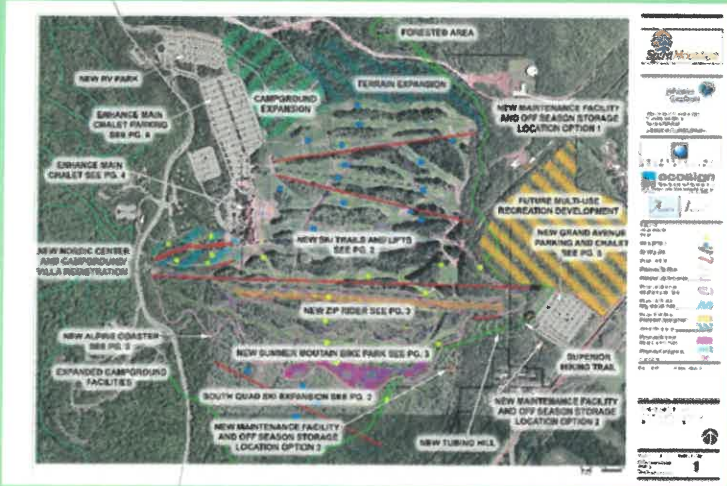
The goals of the project were to guide operations, maintenance and capital improvements, respect the natural environment and its needs, enhance the user experience while providing the sense of place, and provide a framework for physical improvements for the future. After an extensive planning process and hard work on all the parties involved the Grand Marais Park Board finalized a plan This design included public parkland, Lake Superior access, a 300 site RV park and campground, municipal marina, swimming pool and ball field area. The design achieved all of the goals set forth and provided a way to bring the surrounding uses together creating a jewel for the City of Grand Marais.

# Portfolio

## Spirit Mountain Recreation Area Master Plan Duluth, MN

Work Completed with at Architectural Resources 2008

The Spirit Mountain Master Plan was prepared for the Spirit Mountain Recreation Area Authority (SMRAA) in 2008 by a team of consultants consisting of Johnson Controls, Architectural Resources, Inc. and Ecosign Mountain Resort Planners, Ltd. The plan included a blueprint for updating and renovating the alpine ski facility and developing other four-season recreational amenities and activities to support regional tourism and generate more year-round use of the property. Since 2008, the following capital improvements have been completed, in accordance with the Spirit Mountain Recreation Area Master Plan. Spirit Mountain has successfully made the transformation from primarily a winter alpine ski facility to a four-season recreation amenity and regional tourist attraction. While alpine ski/snowboarding is still the largest source of revenue, in 2015/16, the summer and shoulder season revenues from the Adventure Park, Summer Activities, Banquets/Weddings and the Campground accounted for 34% of total revenues.



## West Duluth Neighborhood Master Plan Duluth, MN

Work Completed with at Architectural Resources 2009

West Duluth Begins at the CN ore docks, and encompasses the neighborhoods of Denfeld, Oneota industrial district, Spirit Valley business center district, Ramsey, Irving, Fremont, Fairmont Park, and Norton Park. In the mid 1980's West Duluth community banded together, formed SVCNDA, initiated a series of programs and projects, and, in general, assumed control of the neighborhood's future. Among the outcomes of the emerging activity was the 1987 West Duluth plan, which set forth an agenda for neighborhood revitalization. The approach taken in preparing this plan was: establish neighborhood leadership, in this case, by SVCNDA. identify the foundation of existing plans and community efforts. Recognition of strong, ongoing neighborhood-based development efforts, tie Consistency with the City Comprehensive Plan and other neighborhood revitalization plans, particularly the one for Morgan Park that was being concurrently prepared, finally focus on practical implementation, A consultant team was retained for the technical aspects of the effort while SVCNDA assumed control of securing active public participation.





# Portfolio

## The Harbors Two Harbors, MN Work Completed with JPJ Engineering 2021

In 2020, LT4 development company bought of Mixed-use commercial property 23 acres of land Lake Superior shoreland property just outside of Two Harbors. The plan was to turn the area into a world class resort with over 45 stand-alone dome and treehouse style cabins, associated roadways, parking, utilities, stormwater, and landscaping tucked into the north shore vegetation. In order to complete this development JPJ assisted LT4 in obtaining the necessary permits and approvals from Lake County. One of the permits was to restore over 900 LF of Lake Superior high erosion shoreland. In order to complete this portion of the project the owner also obtained permits from the DNR, Army Corp of Engineers, and the MPCA. In addition, because the development met a certain threshold of structure adjacent to Lake Superior it triggered a completion of an EAW review which is still in process. However, the first phase of the process is under construction and slated to be in use in early 2023.



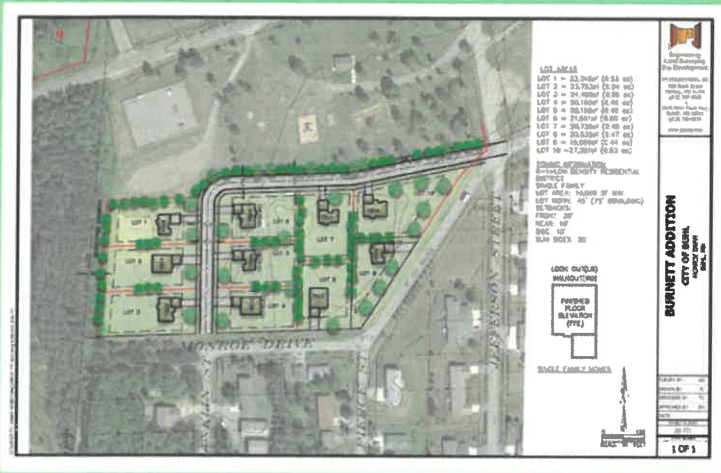
## Boat House Bay Mixed Use Development Silver Bay, MN Work Completed with JPJ Engineering 2022

In 2021, Sawtooth 16 LLC purchase 4 acres of lakefront property along Lake Superior within the city limits of Silver Bay. Originally the developer was going to just turn that property into 18 residential lots. However, the lots were part of the City of Silver Bay's Business Park and they asked Sawtooth 16 to develop the adjacent properties between Highway 61 and Lake Superior. This encompasses over 26 acres 1/3 of which is wetlands. Our team assisted the developer of creating mixed use business park consisting of single-family homes, duplexes, quadplexes, commercial storage, community buildings, open space and neighborhood trails. This plan was fully developed with a new roadway system, connections to the public water and sanitary systems, as well as a fully site encompassed stormwater treatment system that protects Lake Superior and the local wetlands. The public portion of this project will be going to bids in the fall of 2022 for installation in 2023 and the private portions will follow suit in 2024.

# Portfolio

Damien/Burnett Addition Development  
 Buhl, MN  
 Work Completed with JPJ Engineering 2022

JPJ Engineering is the City of Buhl's engineer and have been working diligently with them to update their city infrastructure, assist in obtaining IRRRB funds for community improvements, and assist in community growth. In 2014 JPJ assisted in the development of the Stubler Pit Development neighborhood north of Memorial Drive, and the lots were mostly sold by 2020. Thus, the city thought it would be wish to development more property for single family homes. JPJ assisted Buhl in laying out 10 single family homes with an associated roadway system, utility layout, and preliminary landscaping. This development would be placed in 5.5 acres of the existing Buhl Park, which would help to expand the Damien Addition to the south of the park.



Groves of Hermantown  
 Hermantown, MN  
 Work Completed with JPJ Engineering 2022

The City of Hermantown is a high sought-after place of residence in the northland due to the proximity to Duluth which has very little room for new construction in large lots. In addition, the school system is one of the more highly rated in the area. Therefore, development has been occurring at lighting speed. In 2019 James Patrick Development purchased over 16 acres of land with the intension of turning into single family lots, however because the land contained a very large wetland adjacent to Maple Grove Road there would need to be a long road and utility run to the access the buildable area. The developer then went with one multi-family condo style building with tuck under parking, thus the costs of the road and utilities would be spread out amongst more households. The owner also intended to buy the back half of the neighboring property to make more buildable area. In the spring of 2022, the Groves of Hermantown development was approved by the City of Hermantown but has yet move into construction document phase.



**Resolution No. 2023-97**

**Resolution Calling A Public Hearing On The Establishment Of A Tax Increment Financing District No. 1-2: The Greenhouse**

BE IT RESOLVED, by the the City Council (the “Council”) of the City of Hermantown (“City”) as follows:

WHEREAS, the Council of City previously established its Development District No. 1 (the “Development District”) and has previously created tax increment financing districts within the Development District, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”), in an effort to encourage the redevelopment and development of certain designated areas within the City; and

WHEREAS, the City recognizes an ongoing need to encourage economic development opportunities within the Development District and the City; and

WHEREAS, the City is proposing a modification to the existing boundaries of the Development District to be conterminous with the boundaries of the City and the creation of Tax Increment Financing District No. 1-2: The Greenhouse (the “TIF District”), a redevelopment district, within the Development District, and the approval of a Tax Increment Financing Plan (“TIF Plan”) for the TIF District, pursuant to and in accordance with Section 469.175 of the TIF Act, for the purpose of developing multifamily housing within the City; and

WHEREAS, the creation of tax increment financing districts must be approved by the City Council of the City after a duly noticed public hearing.

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

1. The Council calls for a public hearing to be held on August 21, 2023 or a later date to be determined by the Community Development Director in accordance with the TIF Act, to consider the proposed establishment of the TIF District and the adoption of a TIF Plan for the TIF District, and to cause notice of said public hearing to be given as required by law.
2. The City directs the Community Development Director to transmit copies of the TIF Plan to the Planning Commission of the City and requests the Planning Commission's written opinion indicating whether the proposed TIF Plan is in accordance with the Comprehensive Plan of the City, prior to the date of the public hearing.
3. The Community Development Director of City is hereby directed to submit a copy of the TIF Plan to the Council and the Hermantown Economic Development Authority (“HEDA”) for its approval.

4. The City directs the Community Development Director of City to transmit the TIF Plan to St. Louis County and Independent School District No. 700 (Hermantown Public Schools) in accordance with the TIF Act.

5. Staff and consultants are authorized and directed to take all other steps necessary to prepare the TIF Plan and related documents and to undertake other actions necessary to bring the TIF Plan before the Council.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

## Schedule of Events

### Hermantown Economic Development Authority St. Louis County, Minnesota

#### For the proposed Modification to the Redevelopment Plan for Development District No. 1 and the proposed establishment of Tax Increment Financing District No. 2: The Greenhouse (a redevelopment district)

Draft as of June 21, 2023

June 29, 2023	HEDA meets at 5:00 PM to recommend the City Council move forward with a resolution calling for public hearing.
June 30, 2023	Project information, property identification numbers, fiscal impacts and maps sent to Ehlers for drafting documentation.  Ehlers confirms whether building permits have been issued on the property to be included in the TIF District.
July 5, 2023	City Council meets at 6:30 PM to call for a public hearing related to the TIF District.
July 10, 2023	Letter received by County Commissioner giving notice of potential redevelopment TIF district (at least 30 days prior to publication of public hearing notice). [Ehlers will distribute.]
By July 18, 2023	Ehlers conducts internal review of Plans.
July 18, 2023	Planning Commission meets at 7:00 PM to review Plans and consider a resolution affirming the Plans conform to the general plans for development and redevelopment of the City as a whole. [Attorney provides resolution information by July 11, 2023.]
July 21, 2023	Fiscal/economic implications received by School Board Clerk and County Auditor (at least 30 days prior to public hearing) and County receives information for review of county road impacts. [Ehlers will distribute.]

\*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because City staff believes that the proposed TIF district will not require unplanned county road improvements, the TIF Plan was not forwarded to the County Board 45 days prior to the public hearing. Please be aware the County Board could claim that tax increment should be used for county roads, even after the public hearing.

July 27, 2023	HEDA meets at 5:00 PM to consider the Plans, resolution adopting the Plans in connection with the TIF District. [Attorney provides resolution by July 11, 2023.]
August 10, 2023	Publication of hearing notice and map in the Hermantown Star (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice, map and instructions. Publication deadline: August 3, 2023.]
August 21, 2023	City Council holds public hearing at 6:30 PM on the modification to the Redevelopment Plan for Development District No. 1 and the proposed Establishment of Tax Increment Financing District No. 2: The Greenhouse and considers a resolution approving the Plans. [Ehlers and attorney provide packet information August 14, 2023.]  City considers an Interfund Loan resolution in connection with the TIF District.
August 22, 2023	City may issue building permits.
Before June 30, 2024	Ehlers files the Plans with the MN Department of Revenue, Office of the State Auditor, and requests certification of the TIF District with the County.

An action under subdivision 1, paragraph (a), contesting the validity of a determination by an authority under section 469.175, subdivision 3, must be commenced within the later of:

(1) 180 days after the municipality's approval under section 469.175, subdivision 3; or

(2) 90 days after the request for certification of the district is filed with the county auditor under section 469.177, subdivision 1.