

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

AGENDA

Thursday, July 29, 2021 at 5:00 p.m. – Council Chambers
Governmental Services Building

1. ROLL CALL

2. MINUTES – Approval or correction

a. May 27, 2020 HEDA Minutes

3. PUBLIC DISCUSSION

4. CORRESPONDENCE

5. MOTIONS

5.1 Motion to establish the amount of bond at \$300,000 required to be provided by the Treasurer

5.2 Motion to approve a report to the City

5.3 Motion to approve for submission to the City Council a budget for the succeeding year of HEDA

5.4 Motion to approve a report to the City Council on the Enabling Resolution

5.5 Motion to appoint depositories

5.6 Motion to approve an audit to submit to the City Council

6. RESOLUTIONS

Resolution 2021- 02H Resolution Approving An Agreement For Consulting Services With HTB Project Navigation LLC

Resolution 2021-03H Resolution Regarding Glenn and Debra Hansen Development Agreement.

7. WORK SESSION

7.1 Follow up on Strategic Plan

8. RECESS

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

May 27, 2021

5:00 p.m.

MEETING CONDUCTED VIA ZOOM

ROLL CALL: Commissioners Geissler, Haapanen, Hauschild, Nelson, Ronchetti, Mayor Boucher

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

ABSENT: Commissioner Peterson

VISITORS: Elissa Hansen of Northspan

MINUTES

Motion made by Commissioner Ronchetti, seconded by Commissioner Hauschild to approve the corrected April 29, 2021 HEDA Minutes. Roll Call: Commissioners Haapanen, Hauschild, Nelson, Ronchetti, Mayor Boucher, aye. Motion carried.

WORK SESSION

Strategic Planning: Elissa Hansen of Northspan reviewed the final document with the Commission. She congratulated the members for their work and thanked them for the opportunity to work with them. Northspan will do a 90 day check in with the Commission.

John Mulder gave a brief status report on some of the items and discussed some possible next steps as some of the items were currently in the start of the process. At the next meeting, we will look more closely at the current status of the following items:

- Staffing Changes
- Planning on Utility Extensions
- Comprehensive Planning Timeframe and Scope
- Broadband Task Force
- Marketing Campaign Outline

A couple of members said that they would not be available on June 24th, so they rescheduled the next meeting for July 8, 2021 at 5:00 p.m.

Motion made by Commissioner Nelson, seconded by Commissioner Geissler to recess at 5:31p.m. Motion carried.

Recorded by:

John Mulder, Executive Director

Hermantown Economic Development Authority
Resolution No. 2021-02H

HEDA Commissioner _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES
WITH HTB PROJECT NAVIGATION LLC**

WHEREAS, the Hermantown Economic Development Authority (“HEDA”) desires to obtain consulting services for economic development project, and

WHEREAS, HEDA’s staff has recommended that HTB Project Navigation, LLC (“Consultant”) be awarded the contract for consulting service; and

WHEREAS, a form of Agreement for Consulting Services is attached hereto as Exhibit A; and

WHEREAS, the HEDA Commissioners have reviewed the Agreement for Consulting Services and hereby believe that it is in the best interests of HEDA that the Agreement for Consulting Services be approved.

NOW THEREFORE, BE IT RESOLVED by the Commissioners of HEDA as follows:

1. The Agreement for Consulting Services substantially in the form of the one attached hereto as Exhibit B is hereby approved.

2. Upon execution of such Agreement for Consulting Services by Consultant and its submission of a certificate of insurance acceptable to HEDA’s Attorney, the work pursuant to the Agreement for Consulting Services may proceed.

The motion for the adoption of the foregoing resolution was duly seconded by HEDA Commissioner _____ and, after full discussion thereof and upon a vote being taken thereon, the following HEDA Members voted in favor thereof:

Commissioners , aye.

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this ___th day of July, 2021.

HEDA Administrator

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the 20th day of July, 2021 by and between the **City of Hermantown**, hereinafter referred to as “Owner”, and HTB Project Navigation, LLC, hereinafter referred to as “Consultant”, in response to the following situation:

- A. Owner desires to obtain consulting services from time to time.
- B. Consultant is willing to provide consulting services to Owner pursuant to these terms of this Agreement.

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

1. Services to be Performed.
 - 1.1 The services to be performed by Consultant shall be performed by Heidi Timm-Bijold.
 - 1.2 The scope of services to be provided to Owner by Consultant is as set forth on Exhibit A attached hereto.
2. Personnel. Consultant will secure, at her own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, Owner.
3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of Owner.
4. Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.
5. Termination of Agreement. Either Consultant or Owner may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this Agreement shall be delivered to Owner and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.
6. Independent Contractor. The relationship between the Consultant and Owner shall be that of an independent contractor. Nothing herein shall in any way make or create any employer employee relationship between Owner and Consultant.

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

7.1 Commercial general liability insurance that covers the consultant services performed by Consultant for Owner with a per occurrence limit/general aggregate limit of liability of at least One Million Dollars (\$1,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for Owner with a per occurrence limit/general aggregate limit of liability of at least One Million Dollars (\$1,000,000.00).

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

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

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

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

The Consultant shall require any subcontractor permitted by Owner under Section 3 hereof to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and Owner shall be named as

additional insureds under such policies. The insurer will provide thirty (30) day written notice to Owner and Consultant, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Owner shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing such insurance policy(ies).

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in Exhibit B. Consultant shall submit to Owner itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. Owner shall make payment to Consultant within thirty (30) days.

9. Recordkeeping. Consultant hereby agrees:

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

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

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

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

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

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

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

Consultant shall provide Owner with copies of all Project Materials

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

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

13. Notices. Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Consultant, or to Owner at 202 West Superior Street, Suite 710, Duluth, MN 55802.

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

OWNER:

By _____
Its _____

And By _____
Its _____

CONSULTANT:

By Heidi Lunn-Bjold
Its Owner

Exhibit A:

Scope of Work to be Provided:

- To provide oversight to the articulation of steps necessary to the successful redevelopment of the Arrowhead Refinery Site. Those steps include: assessment of current conditions; identification of steps required to overcome obstacles to redevelopment; consolidation of property information meaningful to, and necessary for, redevelopment consideration.
- Upon acceptance of agreed-upon steps and identified property information, coordination of communication amongst stakeholders: Property Owner, City of Hermantown, Owner's Real Estate Representative, Construction Partner and Others, to include Agents of respective stakeholders.
- As necessary, to research public financing options and other best practices as it relates to the redevelopment of a delisted Superfund Site.

In Addition, and to be Further Defined by Owner and Consultant:

- To provide professional services necessary to the implementation of the Hermantown Economic Development Authority (HEDA) "Strategic Plan 2021-2023". This Exhibit may be revised to provide detail to such services; alternatively, the Owner may elect to enter into a separate Agreement for Professional Services for this work.

Exhibit B:

HTB Project Navigation, LLC shall bill at an hourly rate of \$125/hour. Consultant will provide 90-day notice of a rate increase.