HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

AGENDA

Thursday, March 27, 2025 at 5:00 p.m. Council Chambers Governmental Services Building

- 1. ROLL CALL
- **2. MINUTES** Approval or correction
 - 2.1 February 27, 2025 HEDA Minutes
- 3. MOTIONS
- 4. **RESOLUTIONS**
 - 4.1 RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DAMON FARBER LANDSCAPE ARCHITECTS FOR THE SECTION 24 URBAN DESIGN MASTER PLAN FOR A NOT-TO-EXCEED AMOUNT OF \$200,000.
 - 4.2 RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY AND FRYBERGER, BUCHANAN, SMITH, AND FREDRICK (HEDA ATTORNEY SERVICES)
- 5. WORK SESSION
- 6. RECESS

CITY OF HERMANTOWN

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

Thursday, February 27, 2025 at 5:00 PM Central

Council Chambers, City Hall – Hermantown Governmental Services Building

Mayor Wayne Boucher:

Councilor John Geissler:

Councilor Andy Hjelle:

Councilor Joe Peterson:

Councilor Brian LeBlanc:

Commissioner Karen Pionk:

Commissioner Rob Unzen:

Present

Present

Present

Present

<u>CITY STAFF</u>: John Mulder, City Administrator; Chad Ronchetti, Economic Development

Director; Eric Johnson Community Development Director; Steve Overom,

HEDA Attorney

VISITORS:

1. ROLL CALL

2. MINUTES

A. Approve January 23, 2025 HEDA Minutes

Motion to approve minutes as presented. This motion, made by Geissler and seconded by Hjelle, Carried.

Mayor Wayne Boucher: Yea
Councilor John Geissler: Absent
Councilor Andy Hjelle: Yea
Councilor Joe Peterson: Yea
Councilor Brian LeBlanc: Yea
Commissioner Karen Pionk: Yea
Commissioner Rob Unzen: Yea

Yea: 6, Nay: 0, Absent: 1

3. **MOTIONS**

4. RESOLUTIONS

A. Approve resolution allocating \$150,000 from HEDA fund balance to the City of Hermantown Housing Trust Fund

Motion to approve resolution as presented. This motion, made by Hjelle and seconded by Peterson, Carried.

Mayor Wayne Boucher: Yea
Councilor John Geissler: Absent
Councilor Andy Hjelle: Yea
Councilor Joe Peterson: Yea
Councilor Brian LeBlanc: Yea
Commissioner Karen Pionk: Yea
Commissioner Rob Unzen: Yea

B. Approve resolution supporting the City of Hermantown application in an amount up to \$150,000 to the Minnesota Housing Trust Fund Agency Local Housing Trust Fund Grant Program and committing to adhere to the requirements of said grant

Motion to approve resolution as presented. This motion, made LeBlanc and seconded by Hjelle, Carried.

Mayor Wayne Boucher: Yea
Councilor John Geissler: Absent
Councilor Andy Hjelle: Yea
Councilor Joe Peterson: Yea
Councilor Brian LeBlanc: Yea
Commissioner Karen Pionk: Yea
Commissioner Rob Unzen: Yea

5. WORK SESSION (Project Updates)

5.1 – Uptown Analysis of Residential Market Potential Presentation

Director Ronchetti reviewed the presentation with HEDA Commissioners. Director Ronchetti explained how this study provides valuable insights to potential developers and to the urban master plan.

6. **RECESS**

Motion to recess at 6:10 p.m. This motion, made by Commissioner Hjelle and seconded by Commissioner Peterson, Carried.

Mayor Wayne Boucher:

Councilor John Geissler:

Councilor Andy Hjelle:

Councilor Joe Peterson:

Councilor Brian LeBlanc:

Commissioner Karen Pionk:

Yea

Commissioner Rob Unzen:

Yea

Yea: 6, Nay: 0, Absent: 1

Recorded by:

Chad Ronchetti, Economic Development Director

| HEDA MEE | TING DATE: | March 27, 2025 | HERMANTOWN ECONOMIC |
|----------|---|----------------|------------------------|
| TO: | HEDA Commissioners | | |
| FROM: | Chad Ronchetti, Economic Development Director | | |
| SUBJECT: | Section 24 Development Planning | | DEVEL OPMENT AUTHORITY |
| | | | |

 \square OTHER:

REQUESTED ACTION

 \boxtimes RESOLUTION:

Approve the Agreement for Consulting Services with Damon Farber Landscape Architects For the Section 24 Master Planning and Design Project.

□ WORK SESSION

BACKGROUND

At the October 2024 HEDA meeting, staff presented commissioners with the idea of soliciting for and hiring a consultant team to lead the master planning of Section 24, commonly referred to as Uptown, and facilitate the community conversation necessary to do so.

Based on the shared community vision of the 2011 Advance Hermantown where a Destiny Driver was to identify and define a community gathering site and master plan it's development, the intent was to explore the need for a downtown-style commercial center where the community can gather. The intent of the processing being to master plan a place with a uniquely Hermantown identity that acts as a gathering place and brings us together to live and share our lives: a mixed-use commercial core. Further, in 2015 the City of Hermantown identified the Hermantown Marketplace as a core geography for focusing density in our land use, and in 2021 the City of Hermantown made a significant investment with the Section 24 Trunk Sewer Project that opened up more than 230 acres along the City's eastern edge to development opportunities, including in the density-zoned Hermantown Marketplace.

In January of 2025, HEDA established the Section 24 Advisory Committee to guide the master planning process and provide input and continuous feedback to the consultant project team. The committee was formed to advise the Departments of Economic Development and Community Development, the City Administrator, Planning and Zoning Commission, HEDA, and City Council on the urban design, zoning, development policy, architectural standards, and any related work impacting the quality, healthy, organized, and appropriate development of Section 24 in the creation of Hermantown's Uptown.

Staff released a Request for Proposals in January of 2025 and received five qualified responses. The Advisory Committee evaluated the responses, scored them, and selected two firms to move forward for interview. The interview committee selected the Damon Farber team.

Hermantown Economic Development Authority

HEDA Agenda Report Page 2

The project is anticipated to take one year, and will involve: multiple public open houses, a design charrette, a developer's forum, an online survey, stakeholder interviews and listening sessions, and multiple presentations to City Council.

The total project costs are not-to-exceed \$200,000. Funding for this project will come from HEDA's operating budget. After the project expenditure, there are sufficient funds remaining in the HEDA balance for operations.

Through Urban Master Planning, the community will help build a vision for what we want our commercial and community center to be. It will help our community guide the physical form, economic functions, and social impacts of the a newly constructed urban environment and the location of different activities within it.

SOURCE OF FUNDS (if applicable)

Contracted Services: 230-465100-319

ATTACHMENTS

Agreement for Consulting Services

Hermantown Economic Development Authority Resolution No. 2025-___

| HEDA Commissioner _ | introduced the following resolution and |
|---------------------|---|
| moved its adoption: | • |

RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH DAMON FARBER LANDSCAPE ARCHITECTS FOR PRE-DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000.00

WHEREAS, the Hermantown Economic Development Authority ("HEDA") desires to obtain pre-design services for the Section 24 Master Planning and Design Contract ("Project"); and

WHEREAS, a proposal was received from Damon Farber Landscape Architects to provide such services on the Project; and

WHEREAS, HEDA's staff reviewed the proposal and on the basis of such review, HEDA's staff has recommended that Damon Farber Landscape Architects be awarded a contract for Project; and

WHEREAS, a form of proposed Consulting Agreement to be entered into between Damon Farber Landscape Architects and HEDA for the Project is attached hereto as Exhibit A; and

WHEREAS, the HEDA Commissioners have reviewed the recommendation of the HEDA staff and the Consulting Agreement and hereby believe that it is in the best interests of HEDA that the contract for the Project be awarded to Damon Farber Landscape Architects and the Consulting Agreement be approved.

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

- 1. The Consulting Agreement substantially in the form of the one attached hereto as Exhibit A is hereby approved.
- 2. Upon execution of such Consulting Agreement by Damon Farber Landscape Architects and its submission of a certificate of insurance acceptable to HEDA's Attorney, the work pursuant to the Consulting Agreement 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: |
|---|
| and the following voted against the same: |
| Whereupon said resolution was declared duly passed and adopted. |
| Dated this, 2025. |
| |
| HEDA Administrator |

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES FOR CONSULTING SERVICES FOR PLANNING AND DESIGN

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made effective as of the 27th day of March ,2025 by and between the **Hermantown Economic Development Authority**, hereinafter referred to as "HEDA", and **Damon Farber Landscape Architects**, hereinafter referred to as "Consultant", in response to the following situation:

- A. HEDA desires to obtain pre-design services for the Section 24 Master Planning and Design Project ("Project").
- B. Consultant submitted a submitted a response to the HEDA's request for consulting services solicited by the HEDA; and
- C. Consultant is willing to provide consulting services to HEDA pursuant to the terms of this Agreement.

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

1. Services to be Performed.

- 1.1 The scope of services to be provided to HEDA by Consultant is as set forth in the proposal attached hereto as <u>Exhibit A</u> ("Proposal").
 - 1.2 The principal contact person for Consultant is Brit Erenler, PLA
- 2. <u>Personnel</u>. 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, HEDA.
- 3. <u>Assignability</u>. 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 HEDA. The subcontractors identified in the Proposal are hereby approved.
- 4. <u>Agreement Period</u>. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.
- 5. <u>Termination of Agreement</u>. Either Consultant or HEDA 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 HEDA and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.

- 6. <u>Independent Contractor</u>. The relationship between the Consultant and HEDA shall be that of an independent contractor. Nothing herein shall in any way make or create any employer employee relationship between HEDA and Consultant.
- 7. <u>Standard of Performance and Insurance; Indemnity</u>. All services to be performed by Consultant hereunder shall be performed in a skilled, professional 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 HEDA with a limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - 7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for HEDA with a liability of at least One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - 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 HEDA from and against 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 HEDA 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 HEDA's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to HEDA, 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. HEDA shall be named as additional insured under general liability policy(ies). The insurer will provide at least thirty (30) days prior written notice to HEDA, without fail, of any cancellation, non-renewal, or 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 thirty (30) days prior written notice to HEDA, 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 HEDA with appropriate endorsements to its policy(ies) reflecting the status of HEDA as an additional insured and requiring that the foregoing required notice of cancellation, or non-renewal be provided HEDA by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by HEDA 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 HEDA a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and HEDA shall be named as additional insureds under general liability policies. The insurer will provide thirty (30) day written notice to HEDA and Consultant, without fail, of any cancellation, non-renewal, or 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 HEDA and Consultant, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. HEDA and Consultant shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of HEDA and Consultant as an additional insured and requiring that the foregoing required notice of cancellation or non-renewal be provided HEDA and Consultant by the insurance company providing such insurance policy(ies).

8. <u>Compensation</u>. Consultant shall be compensated for the services to be performed hereunder as set forth in the Proposal. Consultant shall submit to HEDA 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 \$200,000 and shall be based on actual hours spent in the performance of Consultant's services.

9. <u>Recordkeeping</u>. 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 HEDA and copies thereof shall be furnished to HEDA upon request by HEDA.
- 10. <u>No Prohibited Interest</u>. Consultant represents and warrants to HEDA that no employee, officer or agent of HEDA, 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. <u>Confidentiality</u>. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will not divulge, communicate or disclose to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of HEDA or as required by any applicable law, rule, regulation or ordinance of HEDA or any other governmental authority, any information of any kind, nature or description concerning

any non-public matters affecting or relating to the business, employees, agents, customers of HEDA, or parties contracting with HEDA.

12 <u>Intellectual Property Rights.</u> 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 instruments of service for which HEDA 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 HEDA no matter what their status might be under federal law.

Consultant shall provide HEDA with copies of all Project Materials

Upon request by Consultant, HEDA 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 HEDA and the Project and that the Project Materials are owned by HEDA.

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

- 13. <u>Notices</u>. 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 HEDA at 5105 Maple Grove Road, Hermantown, Minnesota 55811 to the attention of Chad Ronchetti, HEDA Administrator.
- 14. <u>Miscellaneous</u>. 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. <u>No Contractual Authority.</u> Consultant shall have no authority to enter into any contracts or agreements binding upon HEDA or to create any obligations on the part of HEDA.
- 16. <u>Data Practices Act</u>. Consultant acknowledges that HEDA 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 HEDA 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 HEDA.

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 HEDA and consult with HEDA 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 HEDA.

- 17. <u>Choice of Law and Venue</u>. 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 HEDA of Duluth, County of St. Louis, State of Minnesota.
- 18. <u>Counterparts</u>. 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.

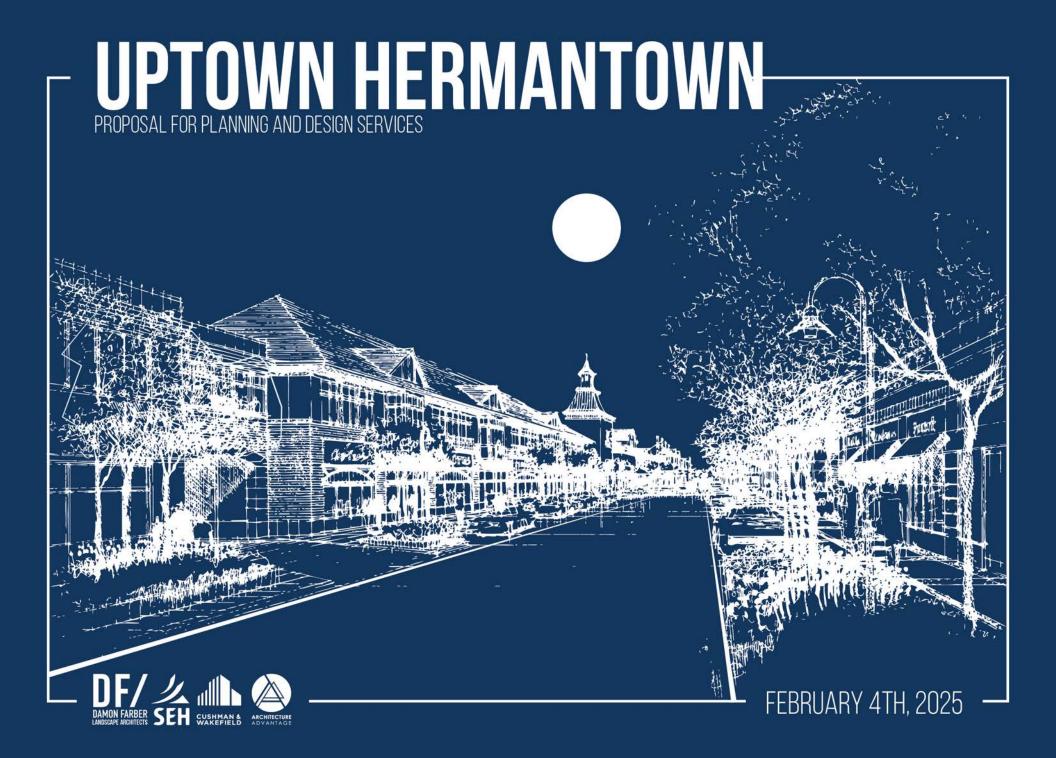
[SIGNATURES APPEAR ON NEXT PAGE]

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

HEDA:

| Hermantown Economic Development Authority |
|--|
| By |
| And By |
| CONSULTANT: Damon Farber Landscape Architects |
| By |

EXHIBIT A



O1 Cover Page/Introductory Letter

02 Project Understanding

03 Primary Contact/Team Overview + Qualifications

04 Approach + Methodology

05 Workplan

06 Schedule

Total Consultant Cost

February 4, 2025

Attn: Chad Ronchetti, Economic Development Director HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

RE: Concept Master Plan Uptown Hermantown 5105 Maple Grove Road Hermantown, MN 55811

Dear Chad.

We are pleased to present our proposal for urban design, community development, community engagement, and master planning for the Hermantown Uptown project. This ambitious endeavor represents a transformative opportunity for the City of Hermantown to reimagine a key area along Maple Grove Road, adjacent to the Hermantown Marketplace district northern Minnesota's retail hub.

Your vision for this project centers on creating a vibrant mixed-use district with placemaking as its foundation. Our team strongly believes this focus is essential to crafting a distinctly Hermantown destination where residents and visitors alike aspire to live, work, shop, and enjoy recreation. The results of this effort will provide you with the information required to convey your vision to prospective developers implementing the buildings proposed in this phase, understand the financial approach to getting the desired retail and housing mix, provide a dynamic public realm design, and estimate costs that will allow you to phase improvements in alignment with your development approach.

Damon Farber Landscape Architects brings experience in the design of award-winning public space projects and small-area plans. One of them, Ridgedale Commons began in 2012 as a long-term vision to transform Minnetonka's Ridgedale area into a vibrant, mixed-use community with higher-density housing and bike- and pedestrian-friendly design. Damon Farber remained a trusted partner to the city, planning and designing key projects such as streetscape enhancements, trail amenities, and a signature community park to support the growing density. Our commitment to supporting clients and bringing their dreams to life remains steadfast, no matter how long the journey takes.

We have assembled a team of local and national experts in urban design market strategy, placemaking, economics, architecture, and community engagement to provide Hermantown with a team of trusted advisors in all aspects of the planning, design, programming, and implementation of complex mixed-use projects. Our team includes:

Damon Farber – Lead, Project Management, Urban Design, Landscape Architecture, Placemaking, Community Engagement Support, Report Documentation

SEH - Transportation and Infrastructure Planning, Community Engagement Lead

Cushman Wakefield – Market Analysis, Economic Development

Architecture Advantage - Building Design Guidelines, Urban Design and Community Engagement Support

We are enthusiastic about the opportunity the Hermantown Uptown project presents and appreciate your consideration. Please contact me with any questions you may have regarding our response. We look forward to the opportunity to discuss our proposal with you in person if we are selected to advance in the process.

Sincerely,

Brit Erenler, PLA Project Manager Main Point of Contact

612.772.6901 310 South 4th Ave, Ste 7050 Minneapolis, MN 55415 Minneapolis, MN 55415

McMenimen, PLA

Principal 651.249.1629 imcmenimen@damonfarber.com berenler@damonfarber.com 310 South 4th Ave, Ste 7050

02 / PROJECT UNDERSTANDING

A COMMUNITY WITH AN OPPORTUNITY

When envisioning a city, the downtown core often comes to mind—a crystallization of the community's identity. Downtowns bring together places to live, work, raise families, meet friends, and create memories, all within a small geographic area. These hubs of activity and proximity drive economic and social vibrancy. However, not all communities naturally develop a defined core, and as a result, their identity can feel less tangible.

Hermantown is one such community.

Before its incorporation in 1975, Hermantown was known for its dispersed settlement pattern. Indigenous people originally lived in this area, then referenced simply as "over the hill" from Duluth, and early European settlers later established rural homesteads in the wooded areas between rock outcroppings and wetlands. The Jackson Project of the late 1930s marked a significant transition, as 84 homesteads were developed to improve living conditions for industrial workers from Duluth. It was at this time that a distinct community began to emerge from the disparate homesteads that existed prior. Hermantown's evolution from a rural area to a more organized suburban community had begun.

Since its founding, Hermantown's development has followed its network of rural roads and highways, with much of its built form remaining spread out along these lines. Historic traces of the older times still exist. The trails to Lake Superior became Piedmont Avenue and Hermantown Road. Many of the original Jackson Homes still exist in modified form along Stebner, Ugstad, and Arrowhead Roads. Filling in the gaps are new homes, businesses, and community amenities. Yet, despite this growth, Hermantown has never established a clear

downtown core. This lack of a defined center has left the city with a more ambiguous identity.

Herein lies Hermantown's opportunity. Unlike cities bound by the constraints of historic districts, Hermantown has the unique chance to craft its identity intentionally—through the thoughtful creation of place. This effort will bring together the stories of the past, the people of the present, and the possibilities of the future to develop a vision that can serve to catalyze the creation of a downtown at long last, and the selected site lays the groundwork for this to happen.





02 / PROJECT UNDERSTANDING

UPTOWN HERMANTOWN

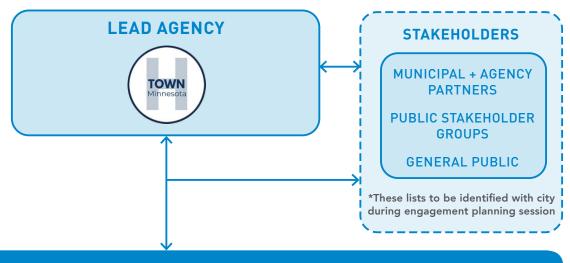
The development of Uptown Hermantown will create a core that is both reflective of the broader community and welcoming to the new people, businesses, and amenities it will attract. The site, bounded by Maple Grove Road to the north, Stebner Road to the west. Haines Road to the east, and Anderson and Hermantown Roads to the south, offers seamless connectivity to the Duluth-Superior Metro. It will be mixed, compact, and walkable, offering residents and visitors big city amenities presented with small town charm. The choice of the name "Uptown" is smart. It acknowledges Hermantown's relationship to Duluth's downtown while emphasizing that this is a different core for a different community. This duality close enough to benefit from Duluth's resources yet distinct enough to stand apart—will define Uptown Hermantown as a hub of local pride and activity.

Equally important to Uptown Hermantown's development are the connections to its natural environment. Keene Creek begins within the project study area before flowing into Duluth, serving as both a physical and symbolic link between the two communities. Protecting and celebrating this natural feature, along with the many wetlands and woodlands across the site, will honor ongoing environmental efforts and underscore Hermantown's commitment to sustainability and stewardship.

The study area holds great potential and is the ideal location for Uptown Hermantown to thrive. Our project team is equipped to craft a compelling vision grounded in community values and market realities, while also outlining actionable steps to bring it to life. By analyzing detailed site data and leveraging local insights, we aim to create a plan for a vibrant, purposeful downtown core—a dynamic hub for residents, businesses, and visitors. This effort will enhance the community's identity, celebrate its unique role within the region, and honor its history, all while establishing a solid foundation for sustainable growth and lasting success. It's not just about giving the city an urban core, it's about giving Hermantown a heart.



Our team brings a wealth of knowledge and expertise to this project, drawing from a proven track record of successful collaboration. Together, we have contributed to notable projects such as the West Superior Street Redevelopment in Duluth, the Lot D Redevelopment Plan, the Thrivent Community Master Plan, and Essentia Vision Northland



CONSULTANT TEAM

DF/ DAMON FARBER

LEAD CONSULTANT

Master Planning, Landscape Architecture, Project Management, and Community Engagement

TOM WHITLOCK, ASLA
President

BRIT ERENLER, ASLA, PLA
Project Manager
Main Point of Contact
JORDAN VAN DER HAGEN, ASLA
Landscape Designer

JEFF MCMENIMEN, PLA, ULI Principal Landscape Architect

SEH

SUBCONSULTANT

Civil Engineering and Community
Engagement

MATTHEW BOLF, PE Senior Engineer

KRISTIN PETERSEN, AICP, NCI, LEED AP Public Envolvement Specialist/Planner

CUSHMAN & WAKEFIELD

SUBCONSULTANT

Market Analysis

JOHN BREITINGER Real Estate Developer/Broker

ARCHITECTURE ADVANTAGE

SUBCONSULTANT

Architecture and Community
Engagement

MELISSA GRAFTAAS, AIA, FARA, LEED AP Principal Architect

DAMON FARBER LANDSCAPE ARCHITECTS

PROJECT MANAGEMENT | PUBLIC ENGAGEMENT | VISION + PLACEMAKING | ANALYSIS OF PUBLIC AMENITY NEEDS | FINAL CONCEPT MASTER PLAN

Damon Farber is a landscape architecture and planning studio with roots in Minnesota and Wisconsin. Our portfolio embodies the breadth of the landscape architecture profession, and we approach design through a process that is deeply collaborative, curious, and caring. Our studio was founded on the idea that the best solutions are created through teamwork. We strive to learn more about the people we work with, the places we work in, and the communities we serve. Landscape architecture can and should make the world a better place, and we strive to meet this ideal in our practice.

Damon Farber's multifaceted firm strengths include inspiring design, community leadership and engagement, cultural landscapes, campus planning, extraordinary graphic abilities, disciplined materials research, and fiscal responsibility. For over 43 years, our portfolio has consistently reflected a composed clarity and strong contribution to the built environment.

When it comes to challenges facing our communities and our planet, we lean in.

PLANNING & DESIGN EXPERTISE

- > Landscape Architecture
- > Urban Design and Planning
- > Master Planning
- > Site Design
- > Cultural/Historic Landscapes
- > Recreational Planning
- > Site Inventory & Analysis

- > Design Visioning & Illustrations
- > Environmental Sustainability
- > Construction Documents & Specifications
- > Design & Maintenance Guidelines
- > Signage & Wayfinding
- > Cost Estimating
- > Construction Administration

FIRM FACTS

- Established 1981
- > 43 Years In Service
- > Locations: Minneapolis, MN (HQ) and Madison, WI
- > Legal Status: Minnesota S Corporation
- > Ownership: Thomas Whitlock, ASLA
- > 8 Landscape Architects-In-Training
- > 12 Landscape Architects
- > 2 Administrative
- > 1 LEED Accredited Professionals
- > 1 SITES Accredited Professional

SEH

PUBLIC ENGAGEMENT | TRANSPORTATION STUDY | INFRASTRUCTURE PLANNING

WE HELP COMMUNITIES ACHIEVE THEIR GOALS

Much of the work we do at SEH involves providing planning and engineering services to communities like the City of Hermantown. We've been serving clients like yours for close to 95 years, and many of them have been with us for nearly that long, as our deep Midwest roots have translated to unparalleled local familiarity and strong, lasting relationships with the agencies and entities we work with and serve.

YOUR PROJECT REPRESENTS SOME OF WHAT WE DO BEST

SEH offers traffic studies, infrastructure planning, and public involvement tailored to meet your long term planning needs for future development. Our team's recent and relevant project experience includes a variety of urban planning and reconstruction projects with similar challenges, opportunities and deliverables to the Uptown Master Plan. This experience, coupled with our familiarity with the City through our past work, will allow us to provide recommendations for your master planning.

SHORT ELLIOTT HENDRICKSON INC.



Founded in

HAS GROWN TO



EMPLOYING



WHO WORK TOGETHER TO SERVE

market areas: mobility. better places, clean water and renewing infrastructure









AN IMPRESSIVE





of our clients are repeat customers

CUSHMAN & WAKEFIELD

ANALYSIS AND MARKET CONDITIONS

Cushman & Wakefield is a leading global commercial real estate services firm for property owners and occupiers with approximately 52,000 employees in approximately 400 offices and 60 countries. In 2022, the firm reported revenue of \$10.1 billion across its core services of property, facilities and project management, leasing, capital markets, and valuation and other services.

By partnering with C&W to integrate services, you reduce costs, leverage economies of scale, improve cycle time, and drive quality across the real estate life cycle. Our platform is designed to seamlessly execute multiple services to multisite portfolios through an account management model.

For occupiers of real estate, we deliver the insights and expertise our clients need to be Ready for What's Next through the following services: Portfolio & Transaction Management, Tenant Representation, Lease Administration, Total Workplace Consulting, Project & Development Services, Integrated Facilities Management and Major Lines of Business for Real Estate Investors

In addition to the services we provide occupiers of commercial real estate, we provide an array of services to real estate owners and investors. This experience gives us access to incredible deal volume and refines our real-time understanding of real estate markets.



ARCHITECTURE ADVANTAGE

PUBLIC ENGAGEMENT | VISION + PLACEMAKING

Architecture Advantage is a resourceful, Woman-Owned architecture firm that embraces complexity, continually seeking new ways to elevate their designs and create purposeful spaces that reflect their diverse clients and community's needs. The inclusive focus of the team fosters creativity and open communication, ensuring every project is a harmonious blend of client vision and architectural expertise. When choosing Architecture Advantage, you gain access to a team of dedicated and responsive professionals with a proven track record spanning over six decades in the hospitality, higher education, government, multifamily housing, and religious markets, among others.

As a Woman-Owned business, we strive to bring innovation to the table in order to stand out among our competitors. With the size and skill set of our firm, we have the advantage of agility, making course corrections, with faster turn-around time, and implementing thoughtful and progressive strategies to meet the needs of our clients. It is our mission to always be bringing the right comprehensive team to the table.

MN TGB: Woman Owned







Tom Whitlock, ASLA, PLA President **DF**/



Tom Whitlock is President of Damon Farber, and has over 30 years of extensive experience working collaboratively with public and private clients on award winning projects across the Midwest. As principal-in-charge, he

is responsible for ensuring that the firms design work exceeds the expectation of all project stakeholders. Tom has earned a strong reputation as a valuable leader and an effective collaborator.

Tom is leading Damon Farber by honoring the design forward and client centered service that has made it a top landscape architecture and site planning firm in the Midwest. He has been an integral part of Damon Farber since 1993, and became President in the spring of 2011. Tom's work has been recognized by ASLA, AIA and ULI. A University of Minnesota alum, he remains tied to the College of Landscape Architecture and has been published in Landscape Architecture Magazine, Architecture Minnesota, Architecture Week and Fabric Architecture

Credentials

- > Registered Landscape Architect: MN 26292
- > Minneapolis Downtown Experience Committee Chairperson
- > Minneapolis Downtown Council Executive Committee
- > Minneapolis Regional Chamber of Commerce Board Member
- > Urban Land Institute Member
- > AIA Allied Member
- > ASLA-MN Trustee and Past President

Education

- > BLA Landscape Architecture University of Minnesota
- > BED Environmental Design University of Minnesota

Awards

- > American Society of Landscape Architects Minnesota:
 - Ridgedale Commons, City of Minnetonka, Merit Award, 2021
 - > Memorial for Survivors of Sexual Violence, Break the Silence, Award of Excellence, 2021
- > Minneapolis Downtown Commons, City of Minneapolis, Merit Award, 2021
- > Tashjian Bee Discovery Project, University of Minnesota, Merit Award, 2020
- > Burnsville Center Redevelopment, City of Burnsville, Merit Award, 2019
- > Ridgedale Area Public Realm Improvements, City of Minnetonka, Merit Award, 2018
- > Sandy Hook Memorial Competition, Merit Award, 2018
- > Carlton Science Center at 3M World Headquarters, Merit Award 2017
- > Central Park City of Maple Grove, Merit Award 2017
- > Hanifl Family Wild Woods Nature Based Playground - Minnesota Zoo, Merit Award 2016

- > Thrivent Community Master Plan Appleton, WI
- > Burnsville Center Redevelopment Vision Burnsville, MN
- > Excelsior and Grand Development St. Louis Park, MN
- > 3M Center Framework Plan St. Paul, MN
- > Northtown Mall Redevelopment Vision Blaine, MN
- > Sportstown Masterplan Blaine, MN
- > Target North Campus Master Plan Brooklyn Park, MN
- > North Dakota State Capitol Grounds Bismarck, ND
- > TCAAP Redevelopment Arden Hills, MN
- > Minnesota State Capitol Framework Plan Saint Paul, MN
- > Minneapolis Downtown Improvement District
- > Gateway District Master Plan Minneapolis, MN
- > Crystal LRT Station Area Planning Crystal, MN
- > Canal Park Drive Duluth, MN
- > Lake Superior Zoo Duluth, MN



UMORE PARK COMMUNITY MASTER PLAN



UMORE PARK COMMUNITY MASTER PLAN

Jeff McMenimen, ULI, PLA Principal Landscape Architect **DF/**



Jeff, a Principal at Damon
Farber, has over 30 years
of experience planning
and designing thoughtful
urban environments, including
transit-oriented and mixed-use
districts, commercial corridors and

streetscapes, parks and trails, campuses, and sustainable new communities. His approach emphasizes partnerships with communities and clients, fostering collaboration within design teams, and mentoring emerging professionals with respect and trust. Jeff is a licensed Landscape Architect in Minnesota with a bachelor's degree from the University of Minnesota. Jeff also attended the University of Colorado at Denver's graduate program for Regional Planning and Urban Design. Throughout his career, he has been an active member of the Urban Land Institute where he currently serves on the MN ULI Market Council. He has won ULI, ASLA, and APA awards for a wide range of planning and design projects.

Jeff's experience with mixed-use development includes providing planning and design leadership for Northtown Mall Redevelopment Plan, Vision Northland, a redevelopment study of Essentia Health in Duluth, MN, Thrivent's 600-acre Community Master Plan, in Appleton, WI, and 325 Blake Road, a water centric mixed-use development located in Hopkins, MN.

Credentials

- > Registered Landscape Architect: MN 43941
- > Urban Land Institute Member
- > MN ULI Resilient Communities Council
- > University of Colorado at Denver and University of Minnesota College of Design - Guest critic & Mentor

Education

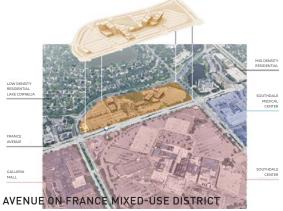
- > Bachelor of Landscape Architecture
- University of Minnesota
- Master of Urban Design candidate
 -University of Colorado at Denver

Awards

- > Minneapolis Sculpture Garden, MN ASLA Merit Award, 2020
- > Chaska Downtown Master Plan, MN APA Success Stories in Implementation, 2017
- > Great River Passage Master Plan, MN APA Excellence in Community Engagement, 2015
- > Great River Passage Master Plan, ASLA-MN Merit Award, 2014
- > Great River Passage Master Plan, MN APA Innovation in Planning, 2014
- > Denver Commons/Riverfront Park Urban Design Plan, ULI Award of Excellence, 2011
- > Denver Commons/Riverfront Park Urban Design Plan, Driehaus Form-Based Code, 2010
- > Kierland Commons Urban Design Plan, ULI Award of Excellence, 2009
- > UMore Park Community Master Plan, ASLA-MN Honor Award, 2009

- > Essentia Health Vision Northland, Duluth, MN
- > Thrivent Community Master Plan Appleton, WI
- > Lot D Redevelopment Plan Duluth, MN
- > Fergus Falls Downtown Revitalization Plan - Fergus Falls, MN
- > Heart of the City Public Realm Guidelines, Burnsville, MN
- > 325 Blake Road Redevelopment Plan, Hopkins, MN
- > Northtown Mall Redevelopment Plan, Blaine MN
- > West Superior St. Streetscape Design, Duluth, MN
- > West Side Flats Master Plan and Development Guidelines, Saint Paul, MN
- > UMore Park Master Plan and Pattern Book, Rosemount, MN
- > TCAAP Master Plan and Design Guidelines, Arden Hills, MN
- > Eden Prairie Town Center Design Guidelines, Eden Prairie, MN
- Chaska Downtown Master Plan and Design Guidelines, Chaska, MN
- > Moorhead Growth Area Plan, Moorhead, MN







Brit Erenler, ASLA, PLA

Project Manager Main Point of Contact **DF/**



Brit is energized by the potential of all projects, from large-scale plans to small-scale works, to create inspiring places. She is committed to creating livable, healthy, and beautiful places that champion environmental

sustainability and high quality of life for those using them. As a landscape architect and urban designer, her process is deeply rooted in the context of place and her clients' culture and histories, using these insights to highlight unique qualities and shape her work.

Brit defines herself as an "extra extrovert" and believes that the most successful and enjoyable outcomes emerge from creating enduring relationships wherein the client is an active partner in the design process. She received her Master of Landscape Architecture and a certificate in Metropolitan Design from the University of Minnesota in 2012. Along with many local design awards, she received an AIA International Religious Art and Architecture Honor Award for unbuilt work in 2018. Brit is serving as the co-chair of education and professional development on the executive board of the American Society of Landscape Architects-MN.

Brit grew up in Duluth, MN and considers the northshore of Lake Superior is her hometown.

Credentials

- > Registered Landscape Architect: MN 58368
- > Member of the ASLA Executive Board 2022-2024
- > Member of The Society of College and University Planning
- > Guest reviewer College of Design UMN

Education

- > Masters of Landscape Architecture
 - University of Minnesota
- > Certificate of Metropolitan Design
- University of Minnesota
- > Bachelors of Fine Arts Studio Art -University of Minnesota Duluth

Awards

- > 2024 ASLA MN Merit Award Aon Center*
- > 2023 COTE Top Ten, Westwood Hills Nature Center*
- > 2023 AIA Honor Award, Marlboro Music*
- > 2022 ASLA MN Merit Award, Marlboro Music *
- > 2018 ASLA MN Merit Award for Unbuilt Works Recipient - Sandy Hook Permanent Memorial
- 2018 AIA International Religious Art and Architecture Design Honor Award for Unbuilt Works Recipient
 Sandy Hook Permanent Memorial

- > Lot D Mixed-use District Plan- Duluth, MN
- > Downtown Duluth Vision Plan- Duluth, MN
- > Lake Superior Zoo Main Building- Duluth, MN
- > College of St. Scholastica Student Center- Duluth, MN*
- > Aveune on France Mixed-Use Campus Plan- Edina, MN *
- > MN State Capitol Design Framework Plan Saint Paul, MN
- > University of Delaware Student Experience
- Masterplan- Newark, DE
 > Minneapolis Institute of Art Comprehensive
- Minneapolis Institute of Art Comprehensive Facilities Plan- Minneapolis, MN*
- > Aon Center Plaza- Chicago, IL*
- > Mankato State Comprehensive Facilities Plan- Mankato, MN
- > St. Cloud State Comprehensive Facilties Plan, St. Cloud, MN
- > Macalester College Comprehensive Facilities Plan- St. Paul, MN*
- > Normandale Community College Comprehensive Facilities Plan- Bloomington, MN*
- > Winona State Comprehensive Facilities Plan- Winona, MN*
- > Plymouth Community Center Plymouth, MN*
- > Westwood Hill Nature Center St. Louis Park, MN*
- > Woodbury Central Park Woodbury, MN*
- > Dixwell Plaza New Haven, CT*
- > Cottage Grove Ravine Regional Park Lower Landing Facility - Cottage Grove, MN*

^{*}Work while at a previous firm





Jordan van der Hagen, ASLA Associate Designer **DF**/



Jordan is an award-winning designer who has worked on a wide variety of urban design projects both professionally and in a volunteer capacity. He joined Damon Farber in the fall of 2021 after gaining experience working

in Duluth and throughout northeastern Minnesota. He enjoys design broadly, but is especially interested in the dynamic nature of landscape architecture. He believes in the power of building engaged communities and relishes the opportunity to meet with local residents about their hopes and dreams for the places they call home. He excels at using these conversations to create exciting and compelling big-picture visions and then working them into strategic and implementable steps.

Jordan's demonstrated passion for creating resilient cities has earned him media recognition in the Duluth News Tribune, Minnesota Reformer, Star Tribune, MPR News, NBC News, and Landscape Architecture Magazine. He has also been awarded fellowships in internationally recognized programs hosted by 8 80 Cities, the Knight Foundation, World Urban Parks, and the Salzburg Global Seminar and received the ASLA Minnesota H.W.S. Cleveland award for his demonstrated early-career leadership.

Credentials

- > ASLA National Emerging Professionals Committee
- > ASLA National Urban Design PPN Board Member
- > ASLA-MN Co-Director of Programs
- > Salzburg Global Seminar Fellow

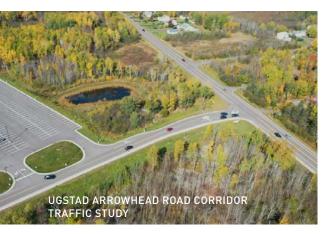
Education

- > Bachelor of Landscape Architecture -North Dakota State University
- > B.S. of Environmental Design North Dakota State University

Awards

- > Emerging City Champion, Knight Foundation/8 80 Cities
- > Emerging Urban Leader, World Urban Parks/Salzburg Global Seminar
- > 20 Under 40 Award, Duluth News Tribune
- > H.W.S. Cleveland Award, ASLA Minnesota
- Dennis C. Colliton Memorial Award for Landscape Architectural Design Finalist, North Dakota State University

- > West Superior Street Redesign, Duluth, Minnesota
- > Essentia Vision Northland Master Planning, Duluth, Minnesota
- > Silver Bay Downtown Planning, Silver Bay, Minnesota
- > Baron Plaza, Ashland, Wisconsin
- > Grand Rounds Missing Link, Minneapolis, Minnesota
- > Northtown District Vision Plan, Blaine, Minnesota
- > Minnetonka Parks, Open Space, and Trail System Master Plan, Minnetonka, Minnesota
- > Burnsville Heart of the City Framework Update, Burnsville, Minnesota
- > Great Northern Trail Regional Master Plan, Sherburne County, Minnesota
- > Glacial Hills Regional Trail Master Plan, Washington County, Minnesota
- > Daylighting Lower Phalen Creek, St. Paul, Minnesota
- > Blue Line Station Area Plan Update, Crystal, Minnesota
- > Northfield Parks Capital Improvement Plan, Northfield, Minnesota
- > Midtown Greenway Regional Trail Application, Minneapolis, Minnesota
- > Highway 61 Revisited (Duluth Waterfront Collective), Duluth, Minnesota^
 - ^ Volunteer effort





Matthew (Matt) J. Bolf, PE Principal/Senior Professional Engineer **SEH**



Matt will lead the public involvement and stakeholder engagement and infrastructure development costs for the Uptown Master plan. is a project manager with extensive planning and design experience

with SEH on site, roadway, and utility design projects. He has experience in project management, preliminary and final design, cost estimating, detailed plan preparation, permitting, agency coordination, public involvement, and construction engineering. He works closely with government agencies including the cities of Duluth and Superior, Minnesota Department of Transportation (MnDOT), and Minnesota Department of Natural Resources (MNDNR), along with other city and county clients.

Credentials

- > Professional Engineer in MN (#43913, 2005)
- > Professional Engineer in WI (#E-42567-6, 2012)

Education

 Bachelor of Science Civil Engineering -North Dakota State University-Fargo

- > West Superior Street Reconstruction Duluth, MN
 - > Project manager responsible for the oversight of the team, budget and schedule of this \$40 million RAISE grant funded project. This project involves complete reconstruction of 1.7 miles of W. Superior Street from Carlton Street to Michigan Street. Matt is leading an extensive public involvement process including five public open houses, online polling, business and agency coordination meetings. The project included twelve months of conceptual planning and preliminary layouts prior to selecting a preferred alternative. Construction is planned for 2026-2028.
- > Stebner Road Reconstruction Hermantown, MN
 - > Project Manager who coordinated with agencies, led public involvement, assisted with right-of-way acquisition, and managed cost estimating and construction. Matt oversaw the reconstruction of a 1.7-mile segment of Stebner Road, from Maple Grove Road to Trunk Highway 53. Key tasks included constructing right turn lanes at the Arrowhead Road intersection, replacing sidewalks and storm sewer, conducting wetland delineations and permitting, preparing project memoranda and hydraulic reports, and leading both preliminary and final design phases.
- > Market Street and Loberg Avenue Reconstruction – Hermantown, MN
 - > Project manager responsible for design, budget and schedule. SEH provided design and construction services for this project that involved full reconstruction of 3,400 ft. of street on two Municipal State Aid roadways in Hermantown. The project included reconstruction of the storm sewer systems, ADA and sidewalk improvements, street lighting, agency coordination and public and business involvement.
- > Superior Active Transportation Plan Superior, WI
 - > Matt served as the public involvement lead as part of a consultant team providing public engagement, communications, GIS assembly, base mapping, route evaluations and cost estimating. SEH served as part of a consultant team providing public engagement, communications, GIS assembly, base mapping and cost estimating. The project was initiated to determine priorities and make recommendations for Superior's active transportation network.





Kristin Petersen, AICP, NCI, LEED AP Public Involvement Specialist/Planner **SEH**



Kristin will support the teams' community engagement and outreach activities. Her wideranging experience includes facilitating virtual and in-person public meetings, creating design workshop tools, preparing project

websites and online community preference surveys, holding design charrettes, and conducting workshops for clients and project stakeholders. Kristin has been the public involvement lead on more than 130 projects. Her relevant recent experience includes:

Credentials

- > Certified Planner (2015), American Institute of Certified Planners
- > Charrette System Certified (2014), National Charrette Institute
- > LEED AP (2009), U.S. Green Building Council

Education

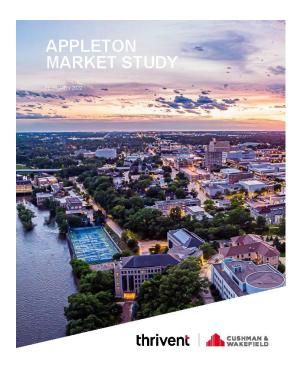
- > Master of Architecture Pratt Institute Brooklyn, NY
- > Bachelor of Arts Philosophy Creighton University - Omaha, NE

Relevant Experience

- > Logan Park Industrial Reconstruction Minneapolis, MN
 - > Engagement lead responsible for community relations and business outreach, coordination of newspaper articles and press coverage, project document tracking, meeting minutes, technical information and designs prepared for public consumption, and public and elected official comments tracking and responses. The project involves full reconstruction of seven street segments in the Logan Park Industrial area of NE Minneapolis. The project includes preliminary and final design of new pavement, sidewalks, streetscape, street lighting, curb and gutter, pavement, signals, storm sewer infrastructure, and Green Stormwater Infrastructure (GSI) and other stormwater management BMPs. Designs involve creative approaches to maintain the area's unique character while improving comfort and safety for all users.
- > Multimodal Plan and Complete Streets Study Burnsville, MN
 - > Public engagement specialist who assisted with community engagement activities. This effort was focused on helping the City develop a safer and more inclusive transportation system for all users, especially those most vulnerable, and in doing so, engaging underrepresented populations. The SEH team analyzed safety conditions to inform implementation priority and completed existing conditions analysis. SEH also led engagement, including pop-ups, an online survey and webmap, and stakeholder advisory meetings. 159786
- Downtown Master Plan (City of Marshalltown) – Marshalltown, IA
 - > Following the devastation caused by tornados hitting Marshalltown's historic central business district in July 2018, the City initiated plans to rebuild and revitalize their downtown. SEH led a four-day charrette that established a new, holistic vision for the downtown including landscaped streets, parks and gardens to create a central neighborhood for living, working, shopping, dining and socializing.

Additional Relevant Experience

- > West Superior Street (City of Duluth) Duluth, MN
- > East 5th Street Reconstruction (City of Superior) Superior, WI
- > Tower Avenue Rehab (City of Superior)
- > Veterans Memorial Greenway (Dakota County)
- Eagan and Inver Grove Heights, MN



DEVELOPMENT OPPORTUNITIES



John Breitinger Real Estate Development CUSHMAN & WAKEFIELD



John Breitinger is a seasoned real estate professional with more than 40 years of experience in all aspects of real estate investment and development. He has a particular passion for the ways that the built

environment supports investors, occupiers and communities. He understands the special challenges of keeping real estate assets aligned with the changing needs of these stakeholders. His career has spanned multiple market cycles. He believes that change creates opportunity. He is a strategic thinker and a strong leader who enjoys building teams to work across disciplines to deliver value to diverse stakeholders.

He currently oversees Cushman & Wakefield's Minnesotabased Real Estate Development Advisory practice. The Real Estate Development Advisory team delivers solutions to maximize the value of real estate assets that are out of synch with operating or investment strategies and in need of (re)development or repositioning. The team specializes in working with property owners and communities who are not in the real estate business in order to help them harvest stranded value using a disciplined approach that is focused on simplifying the unique challenges of the development process. Solutions very often engage others across multiple service lines. Since its inception, this team has contributed to more than \$2.5 billion in development projects.

Key clients include Thrivent Financial, Essentia Health, US Bank, Associated Bank, Vision Loss Resources, Minnehaha Academy and the cities of Minneapolis, Bloomington, Edina and Duluth.

Credentials

- > Member of Urban Land Institute (ULI)
 - > ULI Minnesota's Governance Committee
 - > Past-Chair of the ULI Minnesota District Council
- > Past trustee for the Washburn Center for Children

Education

 Bachelor of Science in Business Administration and Marketing - The Ohio State University
 Fisher College of Business

Key Skills

- > Real Estate Strategy understanding how real estate serves and supports various operating and investment strategies
- > Investment Management
- > Asset Management
- > Leasing
- > Acquisitions
- > Dispositions
- > Workouts and repositioning
- > (re)Development management

- > 2005 2013 Washburn Center for Children Trustee helped launch a successful capital campaign, the development of a new facility and a training center. During this period, Washburn increased the number of people it served by more than 300%
- > Urban Land Institute, Washington, DC (ULI) -Small Scale Development Council member 1991 - 2011
- > Minnesota District Council (ULI Minnesota)
- > 2005 2015 Member of ULI Minnesota Management Committee
 - > 2011 2013 Chair for Mission Advancement
 - > 2013 2015 Chair of ULI Minnesota
 - > 2015 2017 Chair Governance Board
 - > 2015 Initiated local product council program
 - > 2016 2017 initiated REDI (Real Estate Diversity Initiative)
 - > 2017 Present Member of the Governance Board
 - > 2018 Present Mentor for REDI graduates.
 - > 2024 Present Chair Leadership Councils
 - > Participated in 44 Technical Assistance Panels (TAPs)
- > One Village Partners Two-time traveler to Sierra Leone and co-chair of a fundraiser focused on real estate professionals.
- > Plymouth Church 45-year member with service on various boards.
- > City of Edina 50th & France Small Area Plan task force
- > 50th & France Business Association Board Member





Melissa Graftaas, AIA, FARA, LEED AP, NCARB Principal Architect **ARCHITECTURE ADVANTAGE**

d cr ov pro

As the firm leader, Melissa appreciates the opportunity each client and project brings to the table with the variety of creativity, technical needs and overall goals for a successful project. Her passion for the work

provided by the team keeps her involved throughout all phases of the project overseeing schedule, budget and quality control while guiding the transformation of clients visions into inspired and cohesive designs.

Credentials

- > Registered Architect MN 44824
- > AL, AZ, CO, FL, MI, MT, NC, ND, NH, SC, WI, WY
- > LEED Accredited Professional

Education

> Bachelor of Architecture - North Dakota State University

Relevant Experience

Government and Civic

- > AEOA Hermantown Garage Drainage Repair, Hermantown, MN
- > City of Duluth, Duluth, MN
 - > Lot D Mixed-Use District Plan
 - > City Hall Window Replacement
 - > City Hall Exterior Door Replacement
 - > Maintenance Shop
 - > Spirit Mountain Chalet (in partnership with Alliiance)
- > St. Louis County, Duluth, MN
 - > Historic Depot Canopy
 - > Historic Depot Infrastructure Upgrades
 - > Heritage & Arts Center Re-Roofing
 - > Sheriff's Training Center
 - > Boardroom Renovation
- > Cook County, Grand Marais (all in partnership with BKV Group)
 - > Courthouse Renovation Masterplan
 - > Sheriff's Center Renovation & Addition
 - > Community Center & PHHS Masterplan
 - > Justice Center Masterplan
- > CHUM Renovation & Addition
- > Vision Loss Resources, Little Canada, MN

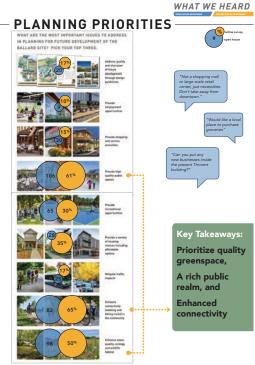
Multifamily Housing

- > CityView Apartments, Duluth, MN
- > District Flats, Duluth, MN
- > Lutsen Resort Townhomes, Lutsen, MN
- > BeeHive Assisted Living, Duluth, MN

Commercial and Retail

- > Blacklist Brewing, Duluth, MN
- > Crooked Pint Ale House, Duluth, MN





C. Destination Center Street / Parkway



THRIVENT BALLARD COMMUNITY PLAN APPLETON, WI

The Thrivent Ballard Community Plan is a vision to transform an underutilized corporate campus in the wake of changing post-covid work styles into a vibrant new community in Appleton. Through intensive community outreach and a team of expert partners in the client, the City, architects, engineers, developers, and financial advisors, and Damon Farber, the plan emerged as a defining, authentically- Appleton community rich in local character with active retail and workspaces, and above all, diverse housing and open spaces to meet the demands of projected city and growth for the coming decades. As the headwaters of the Apple River, the plan revives the notion of wetlands and woodlands formerly found in the region to set a new precedent on sustainable stormwater management in the Fox Valley Region.

Project Highlights

- + Community master planning focused on a balanced mix of uses, rich public realm, and access to nature
- + Developed streetscape and public realm design to promote bike & pedestrian friendly connectivity and community identity
- + Custom and responsive community engagement planning and implementation through charrette, open houses, online surveys, project website, public meetings, and in-person workshops
- + Preserved 1/3 (200acres) of green space for stormwater management, parks, trails and open space, and natural habitat

DAMON FARBER + SEH + CUSHMAN & WAKEFIELD

Project Facts

- + Size: 600 Acres
- + Completed: Master Planning (2023)

Scope of Work

- + Community Engagement
- + Master Planning

Reference

Kristie Schwahn, Project Manager Thrivent- Real Estate & Workplace Services 1-920-628-2485 | kristie.schwahn@thrivent.com

Tear

Tom Whitlock - Principal-In-Charge Jeff McMenimen - Principal Landscape Architect John Breitinger - Real Estate Development Consultant







EXCELSIOR & GRAND ST. LOUIS PARK, MN

The City of St. Louis Park, through a community-wide visioning process, created a plan for redeveloping an eight square block area into a vibrant space for living, shopping and working. Told Development was selected by the City to make the vision a reality and subsequently hired Damon Farber Associates to develop a comprehensive site plan that would reflect the upscale nature of the development and the vision of the community.

Project Highlights

- + The focal point of the development is a two-block long Town Green.
- + Elements such as street lighting, banners, seasonal planters, public art, arbors, fountains and decorative pavers reinforce the pedestrian atmosphere
- + A 200-person Veterans' Memorial amphitheater provides space for community events and guarantees ADA accessibility.
- + The unique partnership between private development and public open space reflects the vision of the community.

DF/ DAMON FARBER

Project Facts

- + Size: 16 acres
- + Completed: 2005

Scope of Work

- + Community Engagement
- + Concept Design to Construction Administration

Reference

Bob Cunningham, Senior Vice President - Development bob.cunningham@krausanderson.com 612.963.9401

Kraus Anderson Development Company

Team

Tom Whitlock - Principal Landscape Architect







ESSENTIA HEALTH VISION NORTHLAND DULUTH, MN

Damon Farber, SEH and Cushman & Wakefield were hired to create a vision for the eight city blocks surrounding Duluth Essentia. The project aims to replace numerous aging facilities while reducing Essentia's footprint by building up rather than out. This more efficient use of land provides a major catalyst for re-thinking the Duluth Hillside. This comprehensive planning process will guide the repositioning of the land and facilities within the area surrounding the hospital. Essentia's activities on this site provide a strong anchor. State-of-the-art healthcare, research, education, services and programming are all leveraged to create a vibrant urban area place that will contribute to the vitality of the entire region. This thoughtful Vision Northland Master Plan allows Essentia, BSBA, and adjoining landowners to capture market demand and create a unique sense of place while conferring additional value downstream to residual parcels magnifying the impacts on the entire community.

Project Highlights

- + Long-term redevelopment planning study
- + Addressing land uses and transportation improvements
- + Provided compelling visual graphics to communicate vision
- + Provided phased implementation strategies
- + Inclusive and meaningful community engagement

DAMON FARBER + SEH + CUSHMAN & WAKEFIELD

Project Facts

- + Size: 35 acres
- + Completed: 2022

Scope of Work

- + Community Engagement
- + Urban Design
- + Master Planning
- + Land Use + Transportation Planning

Reference

David Herman, MD, CEO Essentia Health David.Herman@EssentiaHealth.org | 218-786-3162

Team

Jeff McMenimen - Principal-In-Charge Jordan Van Der Hagen - Landscape Designer John Breitinger - Real Estate Development Consultant Matthew Bolf - SEH

PLANNING

- > 325 Blake Road Mixed Use Development Planning - Hopkins, MN
- > Burnsville Heart of the City Public Realm Guidelines - Burnsville, MN
- Downtown Duluth RevitalizationVisioning Duluth, MN
- Duluth Lot D Mixed Use Development Visioning - Duluth, MN
- > TCAAP Master Plan and Design Guidelines - Arden Hills, MN
- > UMORE Park Master Plan and Design Guidelines* - Rosemount, MN
- > Northtown Mall Redevelopment Plan Blaine, MN
- Ridgedale Mall Master Plan, Public Realm Guidelines, and Ridgedale Commons - Minnetonka, MN
- > Silver Bay Downtown Visioning Silver Bay, MN
- > West Superior Street Corridor Design Duluth, MN

^{*} Completed by Jeff McMenimen while at a previous firm



























MIXED-USE

- > Canal Park Drive Duluth, MN
- > Kierland Commons* Scottsdale, AZ
- Maple Grove Central Park, Town Green, Community Library, and City Hall - Maple Grove, MN
- Nolan Mains Mixed Use Development at 50th and France - Edina, MN
- > Pentagon Park Edina, MN
- > Ridgedale Commons Minnetonka, MN
- > Shoppes at Arbor Lakes Arbor Lakes, MN
- > The Grove at Maple Grove Maple Grove, MN
- > Victoria Crossing Saint Paul, MN
- > Village at Mendota Heights -Mendota Heights, MN
- Woodbury Lakes Retail DevelopmentWoodbury, MN

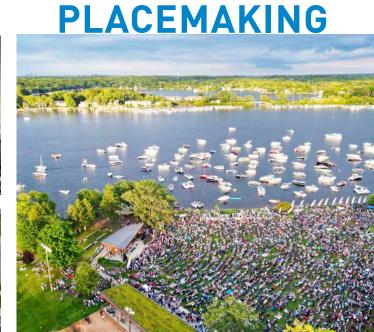
^{*} Completed by Jeff McMenimen while at a previous firm

03 / TEAM OVERVIEW AND QUALIFICATIONS













04 / APPROACH + METHODOLOGY

For master planning Uptown, an amenity-based and vibrant mixed-use center in Hermantown, our approach will focus on creativity, collaboration, and community engagement to create a space that not only meets the city's needs but also reflects its identity, culture, and aspirations. Here's how we will approach the process:

COMMUNITY ENGAGEMENT

We'll engage residents, businesses, and organizations through workshops, public open houses, listening sessions and surveys, ensuring the plan reflects the community's needs and aspirations. Regular feedback loops will ensure ongoing input throughout the process. See more about our approach to community engagement in the Work Plan.

COLLABORATION

By involving city and county staff, the Advisory Committee, HEDA, the City Council, key stakeholders and community members in workshops, charrettes and collaborative planning efforts, we'll integrate local knowledge and creative ideas, fostering a sense of ownership and ensuring Uptown supports the community's values and identity.

LOCAL IDENTITY AND CULTURE

The master plan will celebrate the unique character and culture of Hermantown. We'll draw inspiration from the city's history, local natural beauty, and cultural heritage, weaving these elements into the master plan and design guidelines through architectural styles, landscaping, public art, and programming. This approach ensures that Uptown becomes a true extension of the community, enhancing its sense of place and identity.

FLEXIBLE. MULTI-USE SPACES

Understanding that needs evolve over time, we'll create flexible, adaptable spaces that can be transformed for different activities. These areas could host everything from outdoor markets to community events or fitness classes, ensuring Uptown remains vibrant, engaging, and responsive to the changing dynamics of the community.

DESIGNING FOR THE FUTURE

Sustainability will be considered in the plan, with a focus on green infrastructure, renewable energy, and resource conservation. We'll work with the community to identify opportunities for creative stormwater management and energy-efficient systems that will reduce the environmental footprint of Uptown and create a healthier, more sustainable environment for all.

PLACEMAKING

We'll work with stakeholders to plan for and design public spaces that encourage interaction, creativity, and connection. These could include plazas, parks, or community gardens that are not just functional but also foster social engagement, cultural expression, and active participation. Incorporating art, performances, or seasonal events can keep these spaces lively and reflective of the community's changing needs and interests.







04 / APPROACH + METHODOLOGY







PARTNERSHIPS

Collaborate and build partnerships with local nonprofits, schools, businesses, government agencies, and the development community to ensure that the master plan aligns with broader regional goals and addresses local needs. These partnerships can provide additional resources, expertise, and funding, making the project more sustainable and rooted in the community's long-term development.

ONGOING FEEDBACK AND ADAPTATION

Feedback will be a continuous part of the process. As the plan develops, we'll keep the community involved by showing how their input is being integrated and asking for ongoing feedback. This ensures that the final master plan is a living, evolving document that remains in tune with the community's desires and needs, throughout and after implementation.

This approach will create a dynamic, inclusive, and sustainable Uptown that truly reflects Hermantown's values and fosters a strong sense of community.

Our team will approach the project deliverables through a thoughtful process that is visionary yet responsive to market and site constraints and supports community values. We will strategically align our efforts with key project milestones to ensure timely progress and effective delivery.

The following work plan outlines our comprehensive approach in line with the RFP and the proposed schedule, serving as a roadmap for our upcoming efforts.

WORK PLAN

TASK 1: PROJECT INITIATION AND MANAGEMENT

This initial phase will build a strong foundation for the project to discuss goals and expectations, establish communication, identify key stakeholders, and adjust the work plan, deliverables, or schedule as needed to best meet city, county and community needs.

1. Kickoff Meeting/Site Tour(s)

Conduct Kick-Off Meeting(s) with city and county project management teams to confirm project goals and objectives, discuss key issues, expected outcomes, as well as identify stakeholders and potential public engagement strategies. We would also like to conduct site tours of the study area with city and county staff to better understand key features, assets and challenges.

2. Project Communication and Management

Our team will establish and provide clear and effective communication and management goals including the following:

- Conduct regular communication with the city and county project managers ensuring that tasks and deliverables are provided.
- Conduct regular coordination meetings with city and county staff.

- Meet with and report to the Advisory Board, HEDA, and City Council at key project intervals to be determined with city staff.
- Meet with and report to county officials as necessary.
- Coordinate with project consultant team as necessary.
- Provide a schedule of work tasks required and completed with monthly updates.
- Comply with City of Hermantown and St. Louis County Standards.
- Timely coordination with City, County, and agencies.

Deliverables:

- 1. Meeting notes
- 2. Site photography
- 3. Project work plan and schedule

TASK 2: COMMUNITY AND PUBLIC ENGAGEMENT

An important component of the public engagement process is to better understand community values and aspirations, and to build consensus and acceptance of recommendations





and the proposed plan with city leaders, land and business owners, community members, and other key stakeholders. Various community engagement activities will be employed to reach a wide range of stakeholders and members of the public. Some engagement activities will be tailored to reach underrepresented stakeholders to create welcoming opportunities for participation in the planning process. The proposed engagement process outlined below will overlap with other tasks and key milestones listed in the work plan.

1. Community Engagement Plan

The following community engagement plan is a preliminary draft that will be refined with input from the city and county. This plan will be one of the first key deliverables produced by our team. The finalized version will outline outreach goals, identify key audiences, detail the processes for content creation and document review, and align with the broader project milestones while specifying team roles and responsibilities. As a living document, it will also capture planned outreach activities, including details such as purpose, target audiences, schedule and desired outcomes.

2. City (and County) Staff Meetings

The Damon Farber team will meet with city staff and county staff regularly (biweekly) to discuss project goals and needs, review progress on master planning and transportation study concepts, coordinate engagement efforts, respond to, and review requested information or deliverables. These meetings may be held in person and/or virtually, depending on the meeting content.



3. Advisory Committee and HEDA Meetings

Our team will meet with the project Advisory Committee and the Hermantown Economic Development Authority (HEDA) at key intervals during the project (to be determined with city staff) to discuss project goals and planning progress, present and review planning concepts, and receive feedback and direction on planning concepts.

4. City Council Meetings

We'll also meet with the City Council at key intervals during the project (to be determined with city staff) to discuss project goals and planning progress, present and review planning concepts, and receive feedback and direction on planning concepts.

5. Stakeholders Interviews and Listening Sessions

Critical to the success of the master planning effort is our ability to tap into local knowledge from property and business owners, key stakeholders, and the public. Our process will include a series of interviews and listening sessions with stakeholders to better understand opportunities, challenges, and aspirations for the master plan. We'll work with city and county staff, and Advisory Committee members to identify key stakeholders and develop strategies for reaching out that may include one-on-one interviews and/or focus group listening sessions. This will allow our team to reach typically underrepresented audiences and people who may be directly impacted by the master planning recommendations.

6. Agency Meetings

Members of our team will meet (as needed) with agencies related to the Transportation Study to discuss project goals and needs, regulatory requirements, and to present and review planning concepts.



7. Visioning Workshop and Charrette

We propose utilizing an intensive 2-day Visioning Workshop and Charrette to establish a vision and quickly develop sketch plan concepts collaboratively with the advisory committee, city and county staff, the consultant team, and other key stakeholders.

8. Public Open Houses (2)

We will organize and facilitate two public open houses to provide an accessible platform for community members, landowners, and stakeholders to engage with project team members, provide input, learn about the proposed plans, and share their feedback. This informal setting encourages open dialogue and fosters a sense of collaboration among participants. The location will be chosen based on accessibility and convenience for the community, ensuring it is easily reachable and has adequate facilities. Venue reservation provided by city staff. This event will feature interactive stations that showcase different aspects of the project, including informational displays, visual aids, and hands-on activities. Attendees will have the opportunity to:

- Provide input on community values, desires, and concerns
- Speak directly with project team members
- Review project materials and plans
- Share their thoughts and reactions through comment cards and collaborative feedback opportunities

After each open house, a summary report will be compiled that includes key insights, comments, and suggestions gathered during the event. This report will be shared with participants and the broader community, along with a description of how the feedback received will influence the project's next steps.

9. Online Survey

We recommend implementing an online, selfpaced virtual option alongside each in-person open house. This approach will provide flexible accommodate individuals who may be unable to attend in person. We will create an online survey designed to gather feedback on concept alternatives. The survey will feature character imagery, plan alternatives, engaging narratives, and targeted questions aimed at soliciting valuable input on the proposed planning concepts. This multi-faceted engagement strategy will help us capture a diverse range of perspectives and foster active community involvement.

opportunities for project participation, ensuring

we reach the widest possible audience and

10. Website Support

We will assist the city (and county) with ongoing project updates posted on the city and county's websites by providing information about the project, graphic materials and written project summaries that can be posted online.

Deliverables:

- 1. Community Engagement Plan
- 2. Presentation graphics
- 3. Meeting notes
- 4. Engagement summaries
- 5. Online survey/results

TASK 3: SITE ANALYSIS & PUBLIC AMENITY NEEDS

Our team will assess existing conditions and identify specific public amenities required to meet the needs of the Hermantown community. We will evaluate population growth, demographic trends, accessibility, and the current state of public services as they relate to the Uptown study area. By understanding this information, we aim to identify gaps in amenities such as parks, transportation infrastructure,

and recreational spaces, ensuring that future development in Uptown aligns with the needs and well-being of the community. This analysis will provide a foundation for prioritizing and planning public amenities that foster a thriving, sustainable, and connected community.

1. Base Mapping

Utilizing existing map data and GIS database information, we will create detailed digital base maps that will serve as the foundation for site analysis and future planning options.

2. Inventory and Analysis

Prepare a site inventory of the Hermantown Uptown study area, including land use and zoning, property ownership, natural systems and landscape features, structures, parking facilities, streets, sidewalks, trails and bikeways, and public infrastructure (water, sanitary sewer, stormwater). Create site analysis diagrams that visually capture existing features, destinations, assets, connections, barriers, issues, and opportunities in the study area.

3. Needs Assessment

Based upon the inventory and analysis findings, we will identify public amenity needs in the community. Key findings from this exercise will inform the programming of public amenities and concepts in the master plan.

Deliverables:

- 1. Digital base maps
- 2. Analysis diagrams
- 3 Public amenities needs assessment

RELEVANT ANALYSIS



ESSENTIA HEALTH VISION NORTHLAND ANALYSIS DIAGRAMS

TASK 4: MARKET ANALYSIS & DEVELOPMENT PROGRAM

Our team will conduct a market analysis for non-residential uses in the Uptown study area, drawing from previously completed market studies (including the housing market study currently being conducted) and economic data for the regional area. The market analysis will inform the development program for the Uptown Hermantown study area and evaluate the following:

- Regional and local demographic and economic information, including population and household growth, household incomes, and demographic makeup of the population, using the US Census and ESRI Business Analyst.
- Key existing information and context, such as surrounding land uses and activity centers that are likely to influence development in the Uptown district.
- Identification of market areas for various land use types.
- Commercial market dynamics, including retail and office rents, tenant types, vacancy, absorption, etc., using CoStar and other commercial real estate data.
- Summary of national development trends likely to affect retail, office, housing, and hospitality on site.
- Recommendations for how the site is competitively positioned in the market, i.e. the competitive differentiators that will make the development unique in the marketplace and serve as a special place within the city and region.

The market analysis will conclude with one or more recommended development programs

for Hermantown Uptown, including recommended future development by type (retail/commercial, office, housing, lodging, other), amount, scale, amenities, and other features

Deliverables:

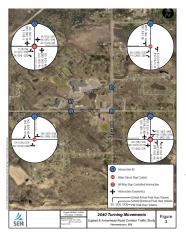
- 1. Market analysis report
- 2. Meeting notes

TASK 5: TRANSPORTATION STUDY

Our team members at SEH will lead the development of a comprehensive evaluation of multiple intersections along Maple Grove Road and Haines Road to assess traffic control, development impacts, and safety. Specific tasks include:

We will document existing conditions at three study intersections (such as control types, geometry, traffic volumes, crash history, and accommodations), and document planned development identified in Section 24, including trip generation and distribution. Intersections along Maple Grove Road will be prioritized based on the planned development, followed by an analysis of alternative control and geometry options for each intersection, considering traffic operations, safety, and pedestrian/bike accommodations.

Traffic forecasts for short- and long-term scenarios will be developed, and the recommended intersection control measures will be summarized in ICE reports. The evaluation will also include documenting existing features and recommending improvements for the Maple Grove Road corridor, particularly pedestrian and bike accommodations. Lastly, an assessment of the need for and location of access to Haines Road will be conducted, with an abbreviated



◆ TURNING MOVEMENTS ANALYSIS - UGSTAD & ARROWHEAD ROAD CORRIDOR TRAFFIC STUDY

intersection evaluation if necessary. Specific tasks include the following:

- Intersection Control Evaluation
- Document Planned Development in Section 24
- Intersection Priority
- Evaluation of Alternatives using the Intersection Priority Analysis
- Summarize Intersection Control Evaluation Recommendations for Each Study Intersection
- Evaluation of Maple Grove Road Corridor Linear Features
- Haines Rd (CSAH 91) Corridor Access Evaluation

Deliverables:

- 1. Traffic Volume Data
- 2. Intersection Control Evaluation Reports

TASK 6: VISION AND PLACEMAKING

The Damon Farber team will work with city staff, the Advisory Committee, HEDA and community stakeholders to develop a future vision and placemaking goals for Hermantown Uptown. Specific tasks will include the following:



1. Precedent Analysis

We will research precedents to draw insights that can inform master plan concepts. This analysis will focus on successful examples of vibrant mixed-use centers and districts, examining factors such as layout, building types, public spaces, transportation access, and integration of residential, commercial, and recreational facilities. The goal is to identify best practices, potential challenges, and design strategies that have proven effective in creating vibrant, sustainable centers.

2. Visioning Workshop and Charrette

Our team will organize and facilitate a 2-day Visioning Workshop and Charrette to establish a vision for Uptown and quickly develop sketch plan concepts collaboratively with city and county staff, Advisory Committee, HEDA, consultant team, and other key stakeholders. Results of the visioning workshop and charrette will provide the foundation for the development of more refined master plan alternatives.

Deliverables:

1. Precedent analysis memo

- 2. Meeting notes
- 3. Vision statement
- 4. Workshop/charrette graphics

TASK 7: PRELIMINARY CONCEPT MASTER PLAN

Based upon the findings of the site, infrastructure, and market analyses, key takeaways from early engagement efforts, and the establishment of a future vision for Uptown, our team will prepare preliminary concept master plan alternatives and design guidelines that support the community vision and offer a glimpse of what futures are possible for Hermantown Uptown. Specific tasks include the following:

Develop Preliminary Master Plan Alternatives and Design Guidelines

Develop preliminary master plan alternatives and design guidelines for Hermantown Uptown. The preliminary alternatives will be presented in a variety of forms including plan drawings and diagrams, cross sections and elevations, three-dimensional computer models and renderings, photographs and narratives. The alternatives will address the following:

- Street and block layout scale, walkability, vibrant public realm
- Mixed-use development residential, commercial, civic
- Residential types and densities
- Pedestrian, bicycle, and vehicular circulation
- Building scale, mass and character
- Parking strategies
- Infrastructure needs/utility concepts
- Placemaking and public art
- Parks, plazas and open spaces
- Landscaping

- Site lighting
- Signage and wayfinding
- Stormwater management

2. Review Preliminary Plans and Guidelines

Our team will meet with city and county staff, stakeholders and community members to seek feedback on preliminary master plan alternatives and guidelines and identify consensus on planning and design concepts. Specific tasks include the following:

- Conduct meetings with city and county staff to present and seek feedback on the preliminary alternatives.
- Conduct meetings and/or interviews
 with select local and regional developers
 to review the preliminary alternatives to
 gain their perspective on the strengths,
 weaknesses and viability of the alternatives.
- Conduct a Public Open House to present and seek community feedback on the preliminary alternatives.
- Conduct an online survey to gain community feedback on the preliminary alternatives.
- Conduct meetings and workshops with the City Council, Advisory Committee, and HEDA to present and seek feedback on the preliminary alternatives.

Deliverables:

- 1. Preliminary master plan alternatives (2-3)
- 2. Preliminary design guidelines
- 3. Plans and diagrams
- 4. Cross sections and elevations
- 5. Three-dimensional perspective renderings
- 6. Photo imagery
- 7. Narrative
- 8. Meeting notes

TASK 8: FINAL CONCEPT MASTER PLAN AND APPROVALS

Based on the input received in Task 7, our team will prepare a Final Concept Master Plan and Design Guidelines and seek approvals. The Concept Master Plan document will be a graphically compelling report that summarizes preferred concepts into a final set of master plan recommendations and design guidelines for Hermantown Uptown. Specific tasks include the following:

Prepare Final Concept Master Plan and Design Guidelines

Prepare a draft Final Concept Master Plan and Design Guidelines that incorporates input received from city and county staff, the Advisory Committee, HEDA, City Council, and community stakeholders. The Concept Master Plan will provide a guide for future development in the Uptown district. It will summarize the planning process, findings, and key recommendations that address the following:

- Street and block layout
- Mixed-use development residential, commercial, civic
- Residential types and densities
- Pedestrian, bicycle, and vehicular circulation
- Building scale, mass and character
- Parking strategies
- Infrastructure needs/utility concepts
- Placemaking and public art
- Parks, plazas and open spaces
- Landscaping
- Site lighting
- Signage and wayfinding
- Stormwater management

2. Prepare Implementation Strategies

Prepare strategies for implementing key recommendations in the Uptown district, including potential phasing, regulatory and policy actions, public improvements, rough order of magnitude (ROM) costs and potential partnering and funding strategies.

3. Review and Refine Concept Master Plan and Design Guidelines

Our team will meet with city and county staff and stakeholders to seek feedback on the draft Concept Master Plan and Design Guidelines. Specific tasks include the following:

- Conduct meetings with city and county staff to present and seek feedback on the draft Final Concept Master Plan and Design Guidelines.
- Conduct meetings with the City Council, Advisory Committee, and HEDA to present and seek feedback on the draft Final Concept Master Plan and Design Guidelines.

4. Document Final Concept Master Plan and Design Guidelines

Upon final review of the draft Final Concept Master Plan and Design Guidelines, our team will incorporate feedback, refine, and memorialize the final plan and guideline recommendations in a graphically compelling report document. The report will be prepared in digital and hard copy formats for the City of Hermantown and St. Louis County.

Deliverables:

- Draft Concept Master Plan and Design Guidelines
- 2. Final Concept Master Plan and Design Guidelines Report (digital and hard copy formats)
- 3. Meeting notes





RIDGEDALE MALL AREA PUBLIC REALM GUIDELINES

06 / SCHEDULE

| TASK | TIMEL | INE | | | | | | | | | | |
|---|-------------|-----|-----|-----|-----|------|-----|-----|-----|-------------|-----|-----|
| 1. Initiation & Project Management Kickoff Meeting / Site Tour(s) Project Communication and Management | 2025 ARP | MAY | JUN | JUL | AUG | SEPT | ОСТ | NOV | DEC | 2026 JAN | FEB | MAR |
| 2. Community & Public Engagement Community Engagement Plan City and County Staff Meetings Advisory Committee and HEDA Meetings City Council Meetings Stakeholder Interviews and Listening Sessions Agency Meetings Visioning Workshop and Charrette Public Open Houses Online Survey Website Support | | _ | | | | | | | | | | |
| 3. Site Analysis and Public Amenity Needs Base Mapping Inventory and Analysis Needs Assessment | | | | | | | | | | | | |
| 4. Market Analysis and Development Program Data Gathering Stakeholder/Developer Interviews Comparables/Trend Analysis Analysis Report | | _ | _ | | | | | | | | | |
| 5. Transportation Study Intersection Control Evaluation Document Planned Development in Section 24 Intersection Priority Evaluation of Alternatives using the Intersection Priority Analysis Summarize Intersection Control Evaluation for Each Study Intersection Evaluation of Maple Grove Road Corridor Haines Rd Corridor Access Evaluation | | = | _ | | | = | | | | | | |
| 6. Vision & Placemaking Precedent Analysis Visioning Workshop and Charrette | | | | | | | | | | | | |
| 7. Preliminary Concept Master Plan Develop Preliminary Master Plan and Design Guidelines Review Preliminary Plans and Guidelines | | | | | | | | | | | | |
| 8. Final Concept Master Plan and Approvals Prepare Final Concept Master Plan and Design Guidelines Prepare Implementation Strategies Review and Refine Concept Master Plan Guidelines Document Final Concept Master Plan and Guidelines | | | | | | | | | | | _ | |

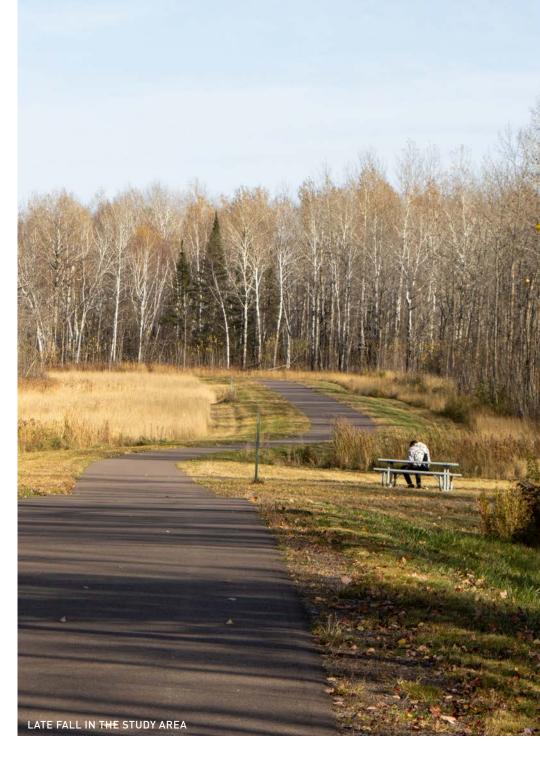
07 / TOTAL CONSULTANT COST

FEE INTRODUCTION

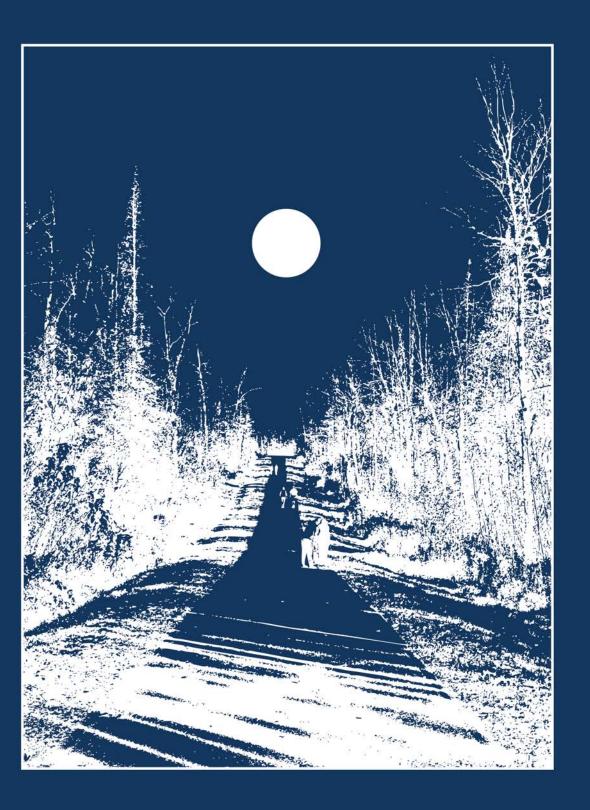
The fees below include combined lead consultant and subconsultant fees by phase. These are not to exceed fees. Additionally, we've included a list of our team's hourly rates below.

| TASK / PHASE | TOTALS |
|--|----------------|
| 4 INITIATION AND DDG IFOT MANAGEMENT | # 0.700 |
| 1. INITIATION AND PROJECT MANAGEMENT | \$ 9,490 |
| 2. COMMUNITY AND PUBLIC ENGAGEMENT | \$ 41,950 |
| 3. SITE ANALYSIS AND PUBLIC AMENITY NEEDS | \$ 14,110 |
| 4. MARKET ANALYSIS AND DEVELOPMENT PROGRAM | \$ 13,050 |
| 5. TRANSPORTATION STUDY | \$ 43,110 |
| 6. VISION AND PLACEMAKING | \$ 15,260 |
| 7. PRELIMINARY CONCEPT MASTER PLAN | \$ 27,655 |
| 8. FINAL CONCEPT MASTER PLAN AND APPROVALS | \$ 28,270 |
| TOTAL LABOR FEE | \$192,895 |
| REIMBURSABLE FEES | \$ 5,500 |
| TOTAL FEE | \$198,395 |

| FIRM/STAFF | HOURLY RATE |
|--|--|
| Damon Farber Principal Project Manager/Senior Associate Project Designer/Associate | \$210 - \$227 \$180 \$145 |
| SEH Project Manager Traffic Engineer/Planner Leads Engagement Lead Traffic Engineer/Planner Support Engagement Support Senior Engineer | \$215 \$180 \$180 \$140 \$140 \$280 |
| Cushman & Wakefield Real Estate Development Lead | \$400 |
| Architecture Advantage Architecture Lead Architectural Support | \$220 \$180 |



THANK YOUL FOR YOUR CONSIDERATION



HEDA Agenda Report Page 1

| HEDA MEETING DATE: | | 03/27/202 | 5 | HERMANTOWN ECONOMIC |
|--------------------|-------------------|-----------------|------------------------|-----------------------------------|
| TO: | HEDA Commis | ssioners | | HEDA |
| FROM: | Chad Ronchet | ti, Economic De | velopment Director | |
| SUBJECT: | Legal Services | | | DEVELOPMENT AUTHORITY |
| ⊠ RESOLUT | ION: | MOTION: | □ WORK SESSION | N: OTHER: |
| REQUESTED | ACTION | | | |
| Approve res | olution authorizi | ng the Presider | nt and Executive Direc | tor to sign an agreement for HEDA |

BACKGROUND

HEDA's attorney, Steve Overom has served the City faithfully in some form since 1979 and was the counsel that helped Hermantown establish its Economic Development Authority in 1992. In 2022, Mr. Overom transitioned into partial retirement working in a limited capacity on the Broadband Task Force and as HEDA's counsel. Mr. Overom, having successfully transitioned the City Attorney services, desires retirement from services to HEDA as well.

Attorney Services with Fryberger, Buchanan, Smith & Frederick.

Staff believes that as the volume and complexity of economic development projects increase, having specialized counsel is key to maximizing community benefit. Further, as HEDA assumes primary responsibility for development activities within the City, staff believes it is an important step in the evolution of the way HEDA delivers services to the public that legal services for the City and for the EDA be provided by discrete firms. While there is some benefit to having attorney services for both the City and the EDA with one firm, discrete firms is best practice as each entity receives independent legal advice tailored to its specific needs or when both entities are involved. Examples include:

- The EDA may enter into contracts, purchase property, or engage in negotiations that involve the city.
- EDAs have specific statutory powers under state law that differ from those of a city.
- Maintain transparency and public confidence by demonstrating that each entity is acting independently and in the best interest of its respective mandate.

Hermantown Economic Development Authority

HEDA Agenda Report Page 2

Ultimately, while a city and its EDA work closely together, maintaining separate legal representation is a safeguard that promotes good governance, ethical decision-making, and sound economic development practices.

In preparation for Mr. Overom's transition, and with an eye toward specialization, staff has met with a number of local law firms who practice economic development. Staff is now recommending Fryberger as the future provider of attorney services for HEDA. Fryberger brings a wealth of industry knowledge, serving both private and municipal clients in development, bonds, and land use. Mia Thibodeau will serve as HEDA's Attorney, but will have the additional resources of the firm to call upon, including attorneys Chris Virta, Dan Burns, and Matt Hanka. Further, Chris Virta of Fryberger is currently the primary bond attorney for the City of Hermantown.

SOURCE OF FUNDS (if applicable)

230-465100-308 Legal Fees

ATTACHMENTS

Hermantown Economic Development Authority

Hermantown Economic Development Authority Resolution No. 2025-05H

| HEDA Commissioner | introduced the following resolution and |
|---------------------|---|
| moved its adoption: | _ |

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY AND FRYBERGER, BUCHANAN, SMITH, AND FREDRICK (HEDA ATTORNEY SERVICES)

WHEREAS, HEDA is in need of attorney services; and

WHEREAS, a form of proposed Professional Services Agreement to be entered into between Fryberger, Buchanan, Smith & Frederick, P.A. ("Fryberger Law") and HEDA for such legal services is attached hereto as <u>Exhibit A</u>; and

WHEREAS, the HEDA Commissioners have reviewed the recommendation of the HEDA staff and the Professional Services Agreement and hereby believe that it is in the best interests of HEDA that the contract for attorney services be awarded to Fryberger Law and the Professional Services Agreement be approved.

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

- 1. The Professional Services Agreement substantially in the form of the one attached hereto as Exhibit A is hereby approved.
- 2. Upon execution of such Professional Services Agreement by Fryberger Law and its submission of a certificate of insurance acceptable to HEDA staff, the work pursuant to the Professional Services Agreement 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: |
|---|
| and the following voted against the same: |
| Whereupon said resolution was declared duly passed and adopted. |
| Dated this day of, 2025. |
| |
| HEDA Administrator |

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY (EDA ATTORNEY SERVICES- INDEPENDENT CONTRACTOR)

THIS AGREEMENT FOR PROFESSIONAL SERVICES is by and between the **Hermantown Economic Development Authority**, hereinafter referred to as "HEDA", and **Fryberger, Buchanan, Smith & Frederick, P.A.**, hereinafter referred to as "Attorney" in response to the following situation:

- A. Attorney services will from time to time be needed by HEDA.
- B. HEDA desires that Attorney provide such legal services.

NOW, THEREFORE, HEDA and the Attorney do mutually agree as follows:

1. Services to be Performed.

- 1.1. The Attorney shall designate in writing one of its attorneys to act as the primary attorney to provide the legal services to HEDA. Mia Thibodeau shall be the primary attorney until Attorney notifies HEDA otherwise in writing. Christopher Virta, Dan Burns and Matthew Hanka may also perform legal services for HEDA, specifically including the services listed in Exhibit A when attorney Mia Thibodeau is not available.
- 1.2. Attorney shall provide attorney services to HEDA described on Exhibit A for the fees specified on Exhibit B.
- 1.3. The Economic Development Director shall be responsible for the day-to-day administration of this agreement.
- 2. **Personnel.** Attorney will secure, at its own expense, all personnel required to perform the legal services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, HEDA.
- 3. **Assignability.** Attorney shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of HEDA.
- 4. **Contract Period.** This Agreement shall be effective as of April 1, 2025 and shall continue until terminated as provided in paragraph 5 hereof.
- 5. **Termination of Contract.** Either the Attorney or HEDA 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 contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Attorney under this contract shall be delivered to HEDA and Attorney shall be entitled to compensation for time expended to the date of termination and expenses incurred.

- 6. **Independent Contractor.** The relationship between the Attorney and HEDA shall be that of an independent contractor. Nothing herein shall in any way make or create any employer-employee relationship between HEDA and Attorney.
- Attorney hereunder shall be performed in a skilled, professional and non-negligent manner. Attorney shall obtain and maintain at its cost and expense professional liability insurance that covers the services performed by it for HEDA with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00). Upon the execution hereof and thereafter, on the anniversary date of this Agreement, Attorney shall provide HEDA with a certificate evidencing the existence of such insurance and shall provide HEDA with evidence of such insurance at such other times as the HEDA may request.
- 8. **Special Projects.** Attorney and HEDA may, by separate agreement, identify special projects for which the services of the Attorney are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the Attorney in connection with such special projects.
- 9. Compensation. Attorney shall be compensated monthly for the services to be performed hereunder as set forth in Exhibits A and B. Attorney shall submit monthly invoices to HEDA, and for hourly services will include 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. Attorney will also be reimbursed by HEDA for out-of-pocket expenses, including postage, deliveries, photocopies (in excess of 200 pages), filing fees and other necessary office disbursements, and travel costs except travel costs to regular or special meetings located in Hermantown.

10. **Record keeping.** Attorney hereby agrees:

- 10.1. 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 under this Agreement.
- 10.2. To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by HEDA and copies thereof shall be furnished to HEDA upon request by HEDA.
- 10.3. That no employee, officer or agent of HEDA, 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 Attorney.

- 11. **Miscellaneous.** Attorney agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, subject to the Minnesota Rules of Professional Conduct applicable to the Attorney, it will be faithful to HEDA by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of HEDA or as required by any applicable law, rule, regulation or ordinance HEDA 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 HEDA, or parties contracting with HEDA.
- 12. **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 Attorney, or to the City Clerk, 5105 Maple Grove Road, Hermantown, MN 55811.
- 13. **Entire Agreement.** This contract constitutes the sole and complete 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.

[SIGNATURES APPEAR ON NEXT PAGE]

| date first above written. |
|---|
| CITY: |
| Hermantown Economic Development Authority |
| |
| By Its President |
| And by Its Executive Director |
| Dated: |
| ATTORNEY: |
| Fryberger, Buchanan, Smith & Frederick, P.A., |
| By Min E Dated: 3 19 25 |

IN WITNESS WHEREOF, HEDA and the Attorney have executed this contract as of the

EXHIBIT A

1. SERVICES COVERED BY FLAT FEE RETAINER*

- A. Attend and be prepared to give parliamentary advice at regular meetings, or special meetings of the Hermantown Economic Development Authority.
- B. Confer with HEDA Commissioners, City Administrator, and Economic Development Director for routine HEDA matters.
- C. Expend up to 30 hours per year (22 hours in 2025)** on:
 - a. Reviewing bylaws, policies, and related resolutions; and
 - b. Preparing standard forms and developing practices and procedures for routine matters.
- *Please note that the fee will not be held in a trust account until earned, that HEDA has the right to terminate the client-lawyer relationship; and that HEDA will be entitled to a refund of all or a portion of the fee if the agreed-upon legal services are not provided.
- ** If Attorney expends greater than 30 hours per year (22 hours in 2025) for items listed in C(a) and C(b) above, Attorney shall bill such additional time at the hourly rates for its Attorneys listed in Exhibit B.

2. HOURLY RATE SERVICES

- A. Prepare to give legal advice at regular and special meetings;
- B. Draft routine resolutions and agreements relating to the business of HEDA;
- C. Drafting, reviewing, and negotiating development agreements;
- D. Drafting and reviewing and resolutions;
- E. Review contracts to be made by HEDA when such contracts are prepared by the other party to the contract;
- F. Prepare for meetings of HEDA as above by reviewing the agenda of the meeting and otherwise preparing to speak to legal issues that may arise at the meeting; and
- G. Advise HEDA from time to time as to the construction of statutes and principals of law that may apply to HEDA.

EXHIBIT B FEE PROPOSAL

FOR HOURLY BILLING – Please quote the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing legal services to the Hermantown Economic Development Authority (HEDA) covered by your proposal. For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.).

| | | 2025 | 2026 |
|---------------|---|------------|------------|
| Hourly | Hourly Rate for Primary Attorney | | \$285.00 |
| Hourly | Rate for Other Attorneys (Please name): | | |
| | Chris Virta | \$275.00 | \$285.00 |
| | Dan Burns | \$275.00 | \$285.00 |
| | Matt Hanka | \$275.00 | \$285.00 |
| В. С. | Prepare to give legal advice at regular and special meetings; Draft routine resolutions and agreements relating to the business of HEDA; Draft, review, and negotiate development agreements; Reviewing bylaws, policies, and resolutions; Review contracts to be made by HEDA when such contracts are prepared by the other party to the contract; Prepare for meetings of HEDA as above by reviewing the agenda of the meeting and otherwise preparing to speak to legal issues that may arise at the meeting; and Advise HEDA from time to time as to the construction of statutes and principals of law that may apply to HEDA. | | |
| Hourly 1 | Rate for Support Personnel (Name or title): | | |
| | al Services: | | |
| Laura Bennett | | \$185.00 | \$185.00 |
| | Gabe Hendrickson | \$185.00 | \$185.00 |
| Itemize | ed fees (please describe): | | |
| Flat Fee | Retainer (monthly) for services listed on Exhibit A1. | \$1,787.00 | \$2,000.00 |
| All othe | r reimbursable fees not included in the hourly rates above | Actual | Actual |
| Minim | um increments of time billed for each e (list): | 0.1 | 0.1 |

MR.N1\000482\1DT5257.DOCX