

## LAND USE STUDY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF DULUTH, a Minnesota municipal corporation, hereinafter referred to as “City”, and ULLAND BROTHERS, INC., a Minnesota corporation, hereinafter referred to as “Ulland”.

WHEREAS, in 2025, City identified the need for a land use study along Becks Road corridor; and

WHEREAS, City circulated a Request for Proposals to identify a professional consultant to provide land use study services related to the Becks Road corridor, as set forth in detail in the professional services agreement and related proposal attached hereto as “Exhibit A” (the “Project”), to inform the City’s existing zoning districts and future land use map within the Project area; and

WHEREAS, the City selected MSA Professional Services, Inc. as the lowest responsible bidder to serve as the City’s professional consultant for the Project; and

WHEREAS, Ulland is supportive of the City preparing a land use study to bring clarity to the proper mix of land uses and Iron North Productions, LLC desires to purchase tax forfeited land along Becks Road and would need to have a land study completed to rezone the land for their project, and both Ulland and Iron North Productions, LLC wish to contribute fifty percent (50%) of the cost of completing the Project to City; and

WHEREAS, City intends to enter into a separate professional services agreement with MSA to complete the Project in an amount not to exceed Fifty-thousand dollars (\$50,000) and Ulland, through this Agreement, desires to reimburse City for fifty percent (50%) of the total cost incurred by City under this professional services agreement with MSA.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

1. Project

The Project shall mean the work described in greater detail in and at the location shown on the professional services agreement approved by City, which shall be substantially in the form and for the amount set forth in the attached Exhibit A.

2. Control of Project

Management, supervision, acceptance, inspection, and control of the Project and work performed by MSA under the professional services agreement approved by City for the Project is solely within the discretion of the City.

3. Reimbursement

Ulland agrees to reimburse City for fifty percent (50%) of the total Project cost, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Ulland shall pay City upon receipt of an invoice from City within thirty (30) days of the Invoice date, said payment to be made at the address set forth in Paragraph 8 below.

4. Term

The Term of this Agreement shall be deemed to commence on June 17, 2025, the date of this Agreement notwithstanding, and will terminate upon completion of services by MSA, unless terminated earlier as set forth herein. City may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause.

5. Default and Remedies

Ulland shall be in default in the event that City does not receive payment within thirty (30) days of invoice date. In such event, City shall be entitled to reimbursement of half (50%) all unpaid amounts due under the MSA Agreement, plus interest from the date of invoice at the rate of 12%. Except as otherwise set forth in this Agreement, City shall also have the following general remedies in the event of a default by Ulland:

A. Seek and be entitled to monetary damages, including consequential damages from Ulland for any damages, including consequential damages incurred by City as a result of Ulland's default.

B. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Ulland's violation of the terms and conditions of this Agreement or to compel Ulland's performance of its obligations hereunder.

C. Seek and be entitled to reimbursement for its reasonable attorneys' fees costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder, in the event that Ulland is in default of any of the terms and conditions of this Agreement and the City shall successfully take legal action to enforce said rights herein.

D. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

Except as specifically set forth herein, the remedies provided under this Agreement shall

be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

6. Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners, agents, partners, joint venturers or associates between the parties hereto or of constituting Developer as an agent, representative or employee of City for any purpose or in any manner whatsoever.

7. Rules and Regulations

Ulland agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and City and their respective agencies which are applicable to its activities under this Agreement.

8. Notices

Notice to City or Developer provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City:	City of Duluth Director of Planning and Economic Development 411 West First Street Duluth, MN 55802
-------	--

Developer:	Ulland Brothers Inc. 1634 Hwy 210 Carlton, MN 55718
------------	---

9. Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision. And, to be effective, any waiver of any default by the defaulting party hereunder shall be in writing by the non-defaulting party.

10. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in St. Louis County, Minnesota.

11. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

12. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[The remainder of this page is intentionally left blank].



IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

ULLAND BROTHERS, INC.

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

Mayor

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

Its: \_\_\_\_\_

ATTEST:

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

City Clerk

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

COUNTERSIGNED:

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

City Auditor

APPROVED AS TO FORM:

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

City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

**MSA PROFESSIONAL SERVICES, INC.**

**AND**

**CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and MSA PROFESSIONAL SERVICES, INC. located at 332 W. Superior Street, Suite 600, Duluth, MN 55802, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for a consultant to conduct a land use study for select areas adjacent to Becks Road, (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Director of Planning and Economic Development, or their Designee (“Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 110-132-1301-5310. All invoices for services rendered shall be submitted monthly to the attention of the Kyle Demming, Project Manager. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Claire Stickler (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will

be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by December 31, 2025, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of

Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.
  - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - ii. Commercial General Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
  - iii. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this this paragraph which will provide unbroken protection to the City, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made"

insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.
- b. Certificates showing Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices



Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
City Hall Room 160  
Duluth MN 55802  
Attn: Project Manager

**Consultant:** MSA Professional Services, Inc.  
332 W. Superior Street, Suite 600  
Duluth, MN 55802  
Attn: Claire Stickler

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made

in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the

original signature.

*[Remainder of this page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

**CITY OF DULUTH-Client**

Signed by:  
By: Matthew Staehling  
248D28FC452B4D4...  
Mayor (City Administrator per delegated authority)

Attest: Signed by:  
By: Alyssa Denham  
A38F43F369FD460...  
City Clerk



Date: 6/5/2025 | 06:26:12 PDT

**Countersigned:**

DocuSigned by:  
John Bailey  
5DCCA8A0CCFE4DT...  
City Auditor

**Approved as to Form:**

Signed by:  
Terri Uher  
8EC1186A320645B...  
City Attorney

**MSA PROFESSIONAL SERVICES, INC.**


Signed by:  
By: Christopher Janson  
2720212696E44B0...  
Senior Team Leader  
Its: \_\_\_\_\_

Title of Representative

Date: 5/30/2025 | 12:52:03 CDT

# EXHIBIT A

## APPENDIX A - PROPOSAL COVER SHEET CITY OF DULUTH RFP# 25-99360

Bidder Information:	
Bidder Name	MSA Professional Services, Inc.
Mailing Address	332 W. Superior Street, Suite 600, Duluth, MN 55802
Contact Person	Claire Stickler, AICP, Project Manager
Contact Person's Phone Number	(612) 548-3137
Contact Person's E-Mail Address	cstickler@msa-ps.com
Federal ID Number	39-1016174
Authorized Signature	
Name & Title of Authorized Signer	Christopher Janson, AICP, Senior Team Leader Planning
Email of Authorized Signer	cjanson@msa-ps.com

### **ACKNOWLEDGEMENT OF ADDENDUM**

**IF ADDENDUM IS ISSUED, PLEASE WRITE THE ADDENDUM NUMBER, DATE OF ISSUANCE, AND SIGNATURE STATING IT HAS BEEN REVIEWED FOR EACH ISSUED ADDENDUM**

1. Addendum No. , issued: , signature of acknowledgement:
2. Addendum No. , issued: , signature of acknowledgement:
3. Addendum No. , issued: , signature of acknowledgement:
4. Addendum No. , issued: , signature of acknowledgement:



Contract No. L31235





# TABLE OF CONTENTS

LETTER OF INTEREST	1
FIRM OVERVIEW & QUALIFICATIONS	2
PROJECT UNDERSTANDING & APPROACH	4
PROJECT TEAM	7
PROJECT EXPERIENCE	10
REFERENCES	16

## MSA PROFESSIONAL SERVICES, INC.

332 W. SUPERIOR STREET, SUITE 600, DULUTH, MN 55802

Contact: Claire Stickler, AICP  
Phone: (612) 548-3137  
Email: [cstickler@msa-ps.com](mailto:cstickler@msa-ps.com)  
Website: [www.msa-ps.com](http://www.msa-ps.com)





**MSA**

planning + design  
studio

April 14, 2025

City of Duluth Purchasing Division  
City Hall, Room 120  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802

**Re: Proposal to Provide a Land Use Study for Becks Road**

Dear City of Duluth Purchasing Office,

MSA Professional Services, Inc. (MSA) is excited to submit a proposal for a land use study to be conducted on the parcels surrounding Becks Road. Successful completion of this project will positively impact the wellbeing of the Gary/New Duluth community. With our experienced team, past connections with Duluth communities, and a proven track record with similar projects, we are uniquely positioned to deliver outstanding results for this initiative.

South Duluth has seen significant development in recent years, and this study is a strategic way to help ensure this growth continues for decades to come. Our planners, GIS analysts, and designers have extensive experience in land use planning and community-driven development, and our firm's past projects with the City have given us a nuanced understanding of the City's unique character and needs. We will put in the effort to amplify the voices of a diverse cross-section of residents and stakeholders, ultimately providing the City strategic recommendations that are both visionary and practical.

Thank you for considering our proposal. Our team is open, at your convenience, for any further discussion. We are eager to demonstrate how we can exceed your expectations for this study.

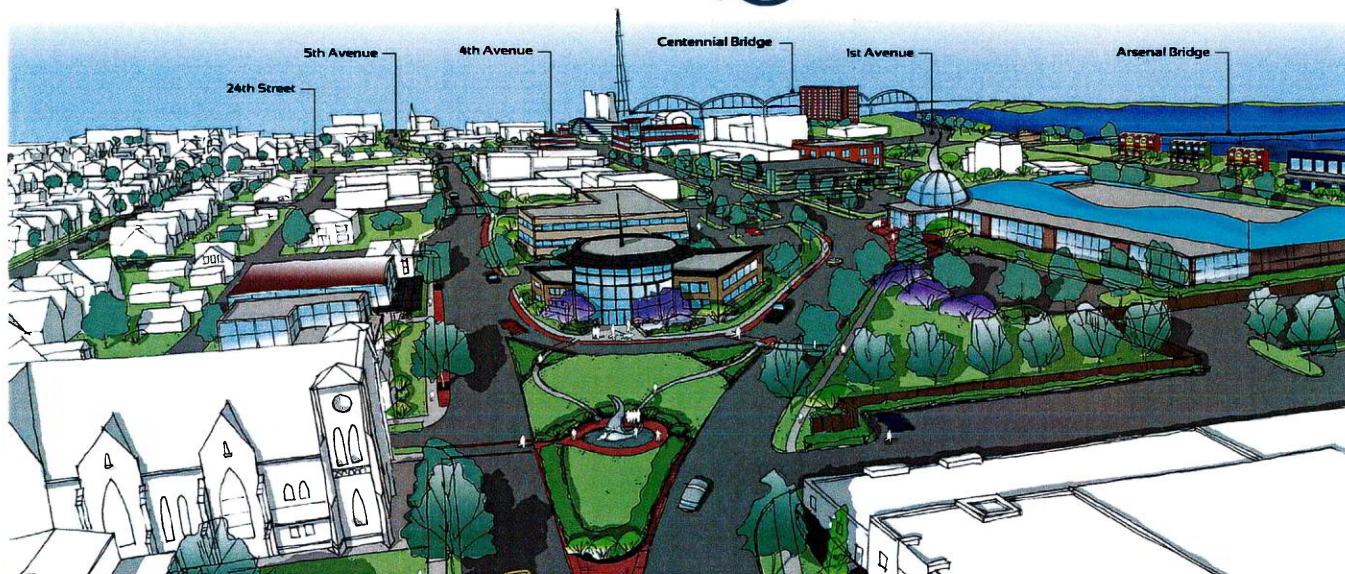
Sincerely,

**MSA Professional Services, Inc. | Planning + Design Studio**

Claire Stickler, AICP  
Project Manager

Christopher Janson, AICP  
Principal in Charge & QA/QC

## FIRM OVERVIEW & QUALIFICATIONS



### PLANNING + DESIGN STUDIO

MSA's Planning + Design Studio is our team of dedicated planning experts. At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. Our Planning + Design Studio is 29 strong consisting of:

- 11 Planning & Economic Development Specialists
- 9 American Institute of Certified Planners (AICPs)
- 3 Professional Landscape Architects (PLAs)
- 3 Landscape/Urban Designers
- 3 Housing Specialists

Members of our studio regularly give presentations on various planning topics at state and national conferences. The professional planners that comprise the Studio have helped hundreds of communities and private organizations define their vision, obtain funding, and implement the improvements they seek. And, because our planners are part of a multi-disciplinary firm, they are able to engage our professional engineers and architects in the planning processes to aid our clients in developing sustainable, implementable plans.

### CORE SERVICES

Below is a sample of the services that MSA's Planning + Design Studio can offer.

- |  |  |
|--|--|
| • Capital Improvement and Strategic Plans  | • Impact Fee Studies   |
| • Comprehensive Plans  | • Landscape Architecture   |
| • Zoning: Ordinance Creation, Code Rewrites, Development Regulations and Zoning Administration | • Park and Recreation Planning: Park Master Plans, Comprehensive Outdoor Recreation Plans, ADA Studies         |
| • Community Blight Studies   | • Public Engagement  |
| • Cooperative Boundary Agreements  | • Redevelopment Studies: Downtown, Neighborhood, Corridor, and Site Planning                                   |
| • Economic Development: Market Analysis, Tax Increment Financing, Feasibility Studies          | • Transportation Planning: Bicycle + Pedestrian Plans, Safe Routes to Schools Plans, Access Management Studies |
| • Funding: Grant Writing, Grant Administration, Fundraising                                    | • Urban Design: Wayfinding, Streetscaping, and Design Standards  |
| • Housing Studies: Analysis of Impediments to Fair Housing, Market Analysis                    |  |



## PLANNING EXPERIENCE

### COMPREHENSIVE PLANNING | NEIGHBORHOOD PLANNING

MSA's Planning + Design Studio is an award-winning team with expertise in market analysis, stakeholder engagement and urban design. We help our clients identify opportunities and resolve barriers to positive change — this includes large to small communities and private developers.

#### COMPREHENSIVE PLANNING

- City of Norwalk, IA
- City of New Prague, MN\*\*
- City of Oelwein, IA\*\*
- Webster County, IA\*\*
- Warren County, IA\*\*
- Madison County, IA\*
- Hastings, NE\*/\*\*
- City of Hastings, MN
- City of La Crescent, MN
- City of Oak Grove, MN
- City of Lexington, MN
- City of Dassel, MN
- Thomson Township, MN
- City of David City, NE
- City of Durant, IA
- Webster County, IA\*\*
- City of Burlington, IA
- City of Central City, IA
- City of Hiawatha, IA
- City of McGregor, IA
- City of Newton, IA
- City of Keota, IA
- City of Riverdale, IA
- City of Solon, IA
- City of Waverly, IA \*\*
- City of Williamsburg, IA
- Clay County, KS\*
- Ellis County, KS\*
- Ellsworth County, KS\*
- Harvey County, KS\*
- Lincoln County, KS\*
- Story County, IA
- Whiteside County, IL
- City of Sun Prairie, WI
- Village of Waunakee, WI
- Village of Fox Crossing, WI
- Village of Howard, WI
- City of Fond du Lac, WI

#### HOUSING STUDIES AND PLANS

- City of Monticello, MN
- City of Central City, IA
- City of Rapid City, SD
- City of Beloit, WI
- City of Eau Claire, WI
- City of Park Falls, WI
- City of Monona, WI
- City of La Crosse, WI
- City of Arcadia, WI
- City of Green Bay, WI
- City of Marshfield, WI
- City of Janesville, WI
- City of Newton, IA
- City of Sheboygan, WI
- City of Springville, IA
- City of Stevens Point, WI
- City of New Richmond, WI
- City of Rhineland, WI
- City of Manitowoc, WI
- Village of Grantsburg, WI
- Village of Lake Delton, WI

#### NEIGHBORHOOD/ CORRIDOR PLANNING

- City of Baraboo, WI
- City of Des Moines, IA
- City of Fitchburg, WI
- City of River Falls, WI
- City of Sun Prairie, WI
- City of Wilton, IA
- City of Indianola, IA

#### DOWNTOWN PLANS

- City of Durant, IA
- City of Clinton, IA
- City of Guthrie Center, IA
- City of Independence, IA
- City of LaPorte City, IA
- City of Wilton, IA
- City of Ely, IA
- City of Solon, IA
- City of Keota, IA

#### ZONING ADMINISTRATION ASSISTANCE & ZONING CODE UPDATES

- Village of Stockton, IL
- St. Croix County, WI
- Eau Claire County, WI
- City of Elroy, WI
- City of Greenfield, WI\*\*
- Village of Sauk City, WI
- City of Afton, MN
- City of Fairmont, MN\*\*
- City of Becker, MN\*\*
- City of Baxter, IA
- City of Dassel, MN
- City of Harris, MN
- City of Lakeland, MN
- City of Lodi, WI
- City of New Prague, MN\*\*
- City of Pine City, MN
- City of Shafer, MN
- Town of Lowell, WI
- Town of Fulton, WI
- Village of Waunakee, WI
- Village of Palmyra, WI
- Village of Footville, WI
- Warren County, IA\*\*
- Linwood Township, MN

#### ONGOING PLANNING SERVICES

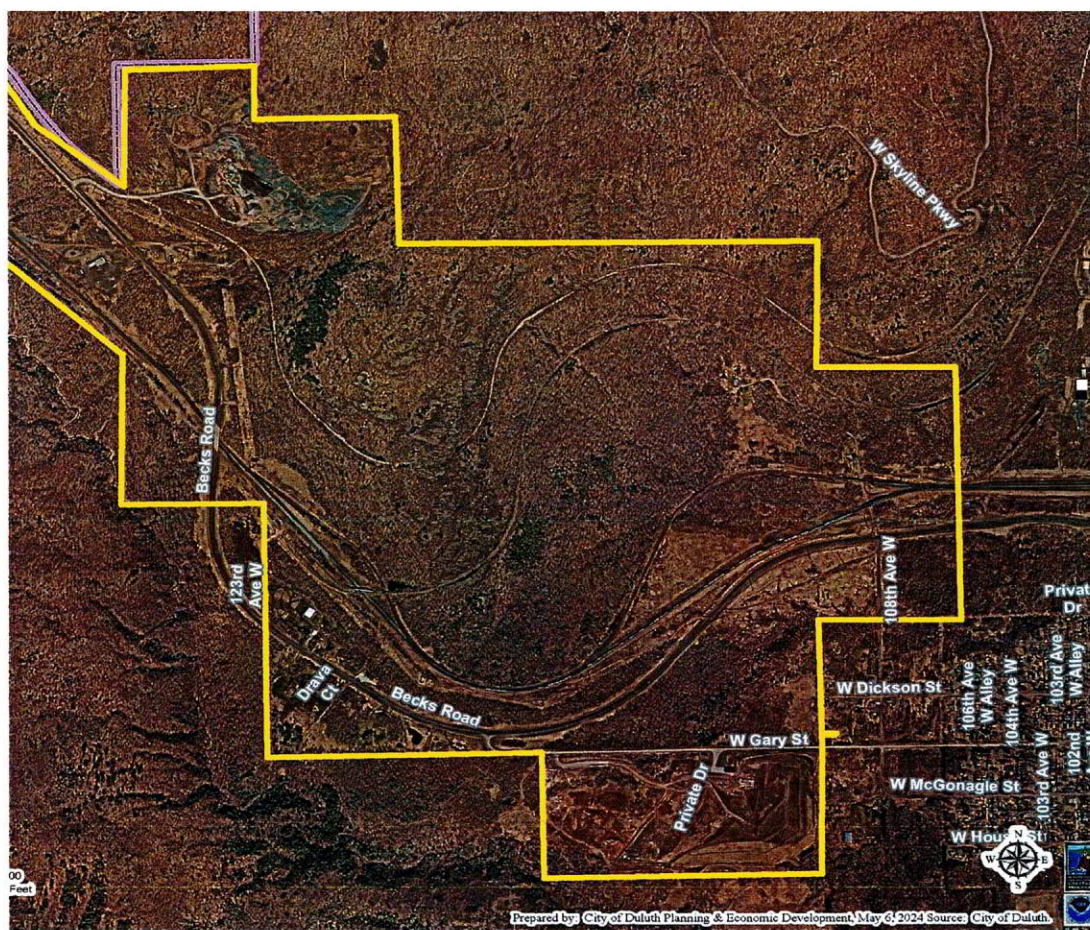
- Florence Township, MN
- City of Lexington, MN
- City of Oak Grove, MN
- City of Pine City, MN
- City of Shafer, MN
- City of Afton, MN
- City of Lakeland, MN
- City of Harris, MN
- Linwood Township, MN

\*MSA as a sub-consultant

\*\*Active projects



## PROJECT UNDERSTANDING & APPROACH



## PROJECT UNDERSTANDING & KNOWLEDGE OF THE AREA

MSA is dedicated to creating better places to live and work. It is our commitment to you to bring our expertise together with your needs and assist Duluth in developing the best and most appropriate solutions. **We are an Upper Midwest firm with an office in Duluth and are excited to use our local knowledge to facilitate a great guide for continued growth and development of the area.** We truly believe in building partnerships, not just completing projects.

Duluth residents, visitors and business operators are excited about the increased growth and development in the south end of the City. The Gary/New Duluth neighborhoods have continued to draw in families and businesses, and the parcels just north of Becks Road are at the forefront of potential development sites for these communities. Planning for future development capacity and demand requires thorough consideration. For example, Becks Road is a busy county road, the land has extremely unique topography, and the extent to which utilities and infrastructure must be accommodated is currently unclear.

Duluth's existing future land use map does not currently provide the depth of guidance desired by community stakeholders. In an effort to better understand the highest and best future uses of the adjacent parcels to Becks Road, the City would like a consultant to lead the development of a land use study for the area. MSA has detailed a proposed scope of work to accomplish this task and is excited at the prospect of working with the City to continue improving your community.



## APPROACH AND TIMELINE

Our approach identifies a compact schedule organized around interactive workshop formats in accordance with the Request for Proposal provisions. Community recommendations and stakeholder interests will be reviewed and catered to across several steps of the process to help ensure the most accurate and satisfactory final report. The following timeline plans for completion of the project within six months of work beginning:

MONTH	TASKS & MEETINGS	DELIVERABLE
Month 1	<b>Task 1 – Data Assessment</b> <ul style="list-style-type: none"> <li>Identify existing plans and current objectives</li> <li>Review utility infrastructure data and extension/expansion plans</li> <li>Analyze existing and planned transportation infrastructure</li> <li>Review resource availability and market demand</li> <li>Identify topographic, watershed and sewer shed data</li> <li>Analyze community economy, housing, and historical information</li> <li>Review natural features, recreation and park facilities</li> </ul> <b>Technical Committee Meeting #1 – Kick-off Meeting with Key Stakeholders</b>	<i>A summary memo and comprehensive assessment of Task 1 findings</i>
Month 2	<b>Task 2 – Analyze Community Needs</b> <ul style="list-style-type: none"> <li>Prepare development scenarios considering stakeholder insight</li> <li>Illustrate community needs based on received input</li> </ul> <b>Public Engagement #1 – Community Recommendations and Identification of Needs</b>	<i>Development scenarios and analysis plan presentation</i>
Month 3	<b>Task 3 – Identifying Potential Growth Areas and Plan Structure</b> <ul style="list-style-type: none"> <li>Identify subareas</li> <li>Identify barriers to growth</li> <li>Identify utility connection points</li> <li>Define general plan/study structure</li> </ul> <b>Technical Committee Meeting #2 – Growth Area Discussion and Plan Structure</b>	<i>Written plan structure proposal</i>
Month 4	<b>Task 4 – Conduct Discipline Specific Analysis on Growth Areas and Craft Draft Policy Statements</b> <ul style="list-style-type: none"> <li>Population trend and growth analysis</li> <li>Land use and economic analysis</li> <li>Potable water system capacity analysis</li> <li>Sanitary sewer system capacity analysis</li> <li>Stormwater system analysis</li> <li>Transportation system capacity analysis</li> <li>Development draft policy statements</li> </ul> <b>Technical Committee Meeting #3 – Present Analysis Results and Review Draft Policy Statements</b>	<i>Comprehensive land use analysis and policy brief</i>
Month 5	<b>Task 5 – Writing the Land Use Study Report and Preparing Figures and Policy Statements</b> <ul style="list-style-type: none"> <li>Population trend and growth findings</li> <li>Land use and economic findings</li> <li>Potable water system capacity findings</li> <li>Sanitary sewer system capacity findings</li> <li>Stormwater system findings</li> <li>Transportation system capacity findings</li> <li>Policy statements</li> </ul> <b>Public Engagement #2 – Community Recommendations and Identification of Needs</b>	<i>Findings presentation and draft final land use study report</i>
Month 6	<b>Task 6 – Finalization</b> <ul style="list-style-type: none"> <li>Review and incorporate community feedback and recommendations</li> <li>Revise report in preparation for presentation to city council</li> <li>Follow up with community members and stakeholders</li> </ul> <b>Technical Committee Meeting #4 – Review of Final Study</b>	<i>Final land use study report, containing text, graphics and supporting materials, for electronic distribution and possible printing</i>

### Notes:

- Any additional meetings beyond those included in the scope above will require an amendment to this contract.
- Any requested edits to the report or maps received more than five business days after the Draft Review Meeting will require an amendment to this contract.



## PUBLIC ENGAGEMENT EXPERTISE

At MSA, we believe that when planning a public project, it must be done with the public's advice and input. Decisions made by local governments affect the future of all those who live and work in the community. We are committed to helping governments and organizations understand the diverse needs and concerns of the public, non-profit organizations, business interests and local governments. Aside from community support, this process also lends itself to ensuring the final project reflects the community's ethos and vision for its future.

## AN INTEGRATED SOLUTION

We specialize in working alongside our clients and selecting the best available methods to hear the voices of many citizens through the process. The type and combinations of methods selected will ensure a balance of informing, consulting, involving, collaborating and empowering the public. Therefore, engagement can and should be accomplished by tapping into a variety of sources, including community and non-profit organizations, public officials, youth, individuals with disabilities, mature citizens and those that have been traditionally underserved. Listed below are a few techniques we use to strengthen public involvement for your community.



- Neighborhood advisory committees
- Open houses
- StoryMaps
- POLCO community engagement polling
- Pop-up booths at community events
- Community surveys
- Media relations
- Project websites
- Project newsletters/direct mailers
- Neighborhood office hours
- Stakeholder interviews/focus groups
- Interactive community mapping tools
- Door hangers/leave behinds
- Translation of materials into other languages

## COMMUNICATION PIECES, VISUAL GRAPHICS, AND MAPS

Our team excels at facilitating effective stakeholder and public engagement meetings to contribute to plan development and successful implementation. We use high-quality graphics in planning documents to communicate planning concepts to the public for successful implementation. Below are some examples that effectively illustrate our ability to produce communication pieces and visual graphics and maps.

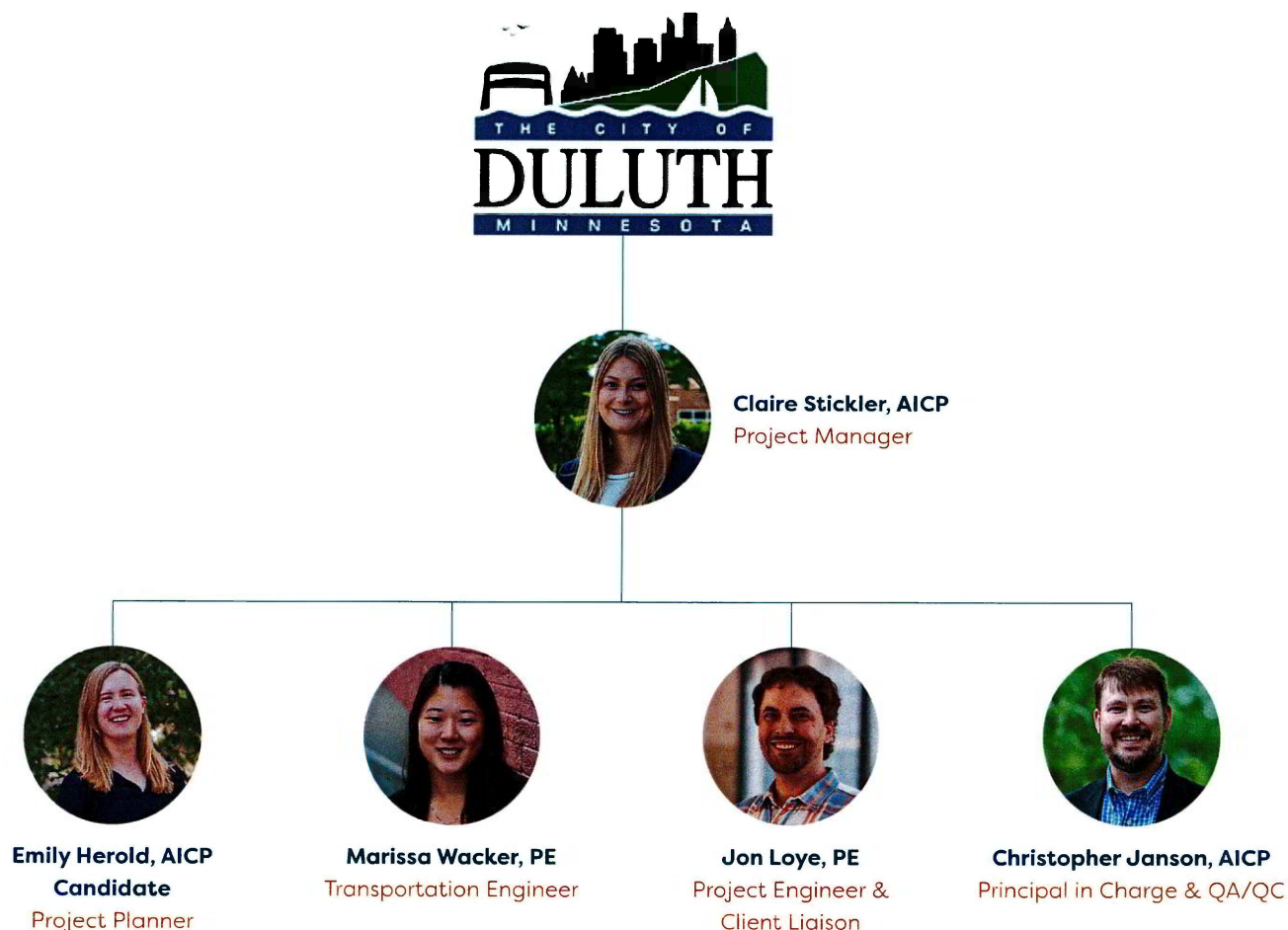


## CONSENSUS BUILDING | COMMUNITY RELATIONS | STAKEHOLDER ENGAGEMENT

Our ability to create and implement effective, comprehensive public participation plans is one of the many reasons communities turn to MSA for their public engagement needs.

## ORGANIZATIONAL CHART

Our team is staffed to handle the needs of your projects. We are a group of experienced planners and engineers backed by more than 450 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **We have chosen a team that reflects the needs for this project, including familiarity with similar-sized projects, and the expertise to explore all viable alternatives.**





## PROJECT TEAM



### Claire Stickler, AICP

#### PROJECT MANAGER

*B.S., Community and Regional Planning,  
Iowa State University | American Institute of  
Certified Planners*

Claire is a project manager for MSA's Planning + Design Studio and has worked on a variety of engineering and planning projects. Claire has a passion for serving municipal clients with her strong skills in facilitating public engagement activities, communication, and knowledge of land use policy. She assists in planning projects in a variety of capacities and is passionate about the connection that she is able to make with communities and the ability to assist them on becoming better places to live, work, and play.

#### Similar Project Experience

- Comprehensive Plan Update and Small Area Plan, New Prague, MN
- Comprehensive Plan, Thomson Township, MN
- Comprehensive Plan and Zoning Ordinance Updates, Dassel, MN
- Coastal Infrastructure Resilience Outreach, Duluth MN
- Downtown Redevelopment and I-35 Interchange Small Area Plans, Harris, MN
- Downtown Master Plan, Clinton, IA
- Downtown Master Plan, Independence, IA
- Planning Services Manager for On-Call Planning and Zoning: Oak Grove MN, Credit River, MN, Afton, MN, Lakeland, MN, Shafer, MN, Pine City, MN, Harris, MN



### Emily Herold, AICP Candidate

#### PROJECT PLANNER

*B.D.A., Architecture, University of Minnesota  
- Twin Cities | American Institute of Certified  
Planners Candidate*

Emily has experience in many disciplines within the planning and design realm, ranging from comprehensive plan production and community engagement to zoning administration. She is a recent graduate of the University of Minnesota's Bachelor of Design in Architecture program, in which she focused on urban design and small-area planning. She is passionate about the experiential aspects of design and helping communities improve their built environments on small and large scales.

#### Similar Project Experience

- Comprehensive Plan Update, New Prague, MN
- Webster County - Comp Plan, Corridor Plan, and Zoning Updates, Fort Dodge, IA
- Downtown Master Plan, Wyoming, MN
- Comprehensive Plan Update, Hudson, WI
- Comprehensive Parks, Recreation, and Trails Master Plan, Austin, MN
- Parks, Recreation, and Open Space Master Plan, Scandia, MN
- Comprehensive Parks, Recreation, and Trails Master Plan, Austin, MN
- Walnut Street Corridor Plan, La Crescent, MN



### Marissa Wacker, PE

#### TRANSPORTATION ENGINEER

*B.S., Civil Engineering, University of Minnesota-  
Duluth | Professional Engineer, MN*

Marissa has experience developing construction documentation for roadway design, utility, grading and drainage, and stormwater management projects. She also has project management experience, as well as experience performing construction materials testing on concrete, bituminous, and aggregate.

#### Similar Project Experience

- Bridge 7909, CSAH 7 (Cramer Road) at Ninemile Creek, Lake County, MN
- East Second Street Design and Construction Phase, Duluth, MN
- 28th Street, Superior, WI
- Hutchinson Road Bridge, Rusk County, WI
- 240th Street over Paint Creek, Chippewa County, WI
- STH 13 Lost Creek Structures, Bayfield County, WI





## Jon Loye, PE

### PROJECT ENGINEER & CLIENT LIAISON

*B.C.E., Civil Engineering, University of Minnesota;  
B.A., Architecture, University of Minnesota |  
Professional Engineer, MN*

Jon leads the public works team in MSA's Duluth office and has more than 15 years of municipal engineering experience, having worked at a municipality, several consulting engineering firms, and a large contractor during his career. He has managed state aid, local public, and private projects throughout Minnesota. He has extensive experience with the Minnesota DOT Utility Coordination Process, as well as working for the City of Duluth.

### Similar Project Experience

- Keene Creek Trail Development, Duluth, MN
- Lift Station 2 Rehabilitation, Duluth North Shore Sanitary District, MN
- GIS Upgrades and Maintenance, Duluth North Shore Sanitary District, MN
- 2020 and 2021 Street Preservation Projects, Duluth, MN\*
- Lead Water Service Replacement, Duluth, MN
- Twin Ports Interchange Stormwater Modeling, Duluth, MN\*
- Quarry Park Mini-Master Plan, Duluth, MN\*

*\*Denotes experience prior to MSA*



## Christopher Janson, AICP

### PRINCIPAL IN CHARGE & QA/QC

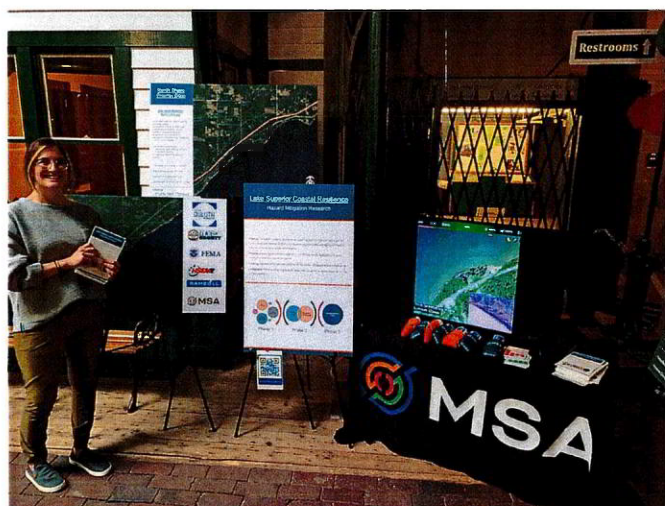
*B.S., Community & Regional Planning, Iowa State University | American Institute of Certified Planners*

Chris serves as a team leader for MSA's Planning + Design Studio. In this role, he focuses on serving municipal clients in the areas of project management, comprehensive planning, zoning administration, development review, funding administration, GIS mapping, and plan implementation. While at MSA, he has secured more than \$10 million in grant funding. Chris has more than 16 years of experience as a land use planner with planning offices in Minnesota, Iowa, Illinois, and Nebraska.

### Similar Project Experience

- Comprehensive Plan Update, New Prague, MN
- Comprehensive Plan, Thomson, MN
- Comprehensive Plan, Hastings MN
- Comprehensive Plan, Lexington, MN
- Comprehensive Plan, Oak Grove MN
- Coastal Infrastructure Resilience Outreach, Duluth MN
- C Avenue Alburnett Road Growth Study, Marion and Cedar Rapids, IA
- Eastside Corridor Redevelopment Study Baraboo, WI
- Downtown Revitalization Plan, Guthrie Center, IA
- Downtown Master Plan, Clinton, IA
- Downtown Revitalization Plan, Wilton, IA
- Downtown Revitalization Plan, La Porte City, IA

## PROJECT EXPERIENCE



## COASTAL INFRASTRUCTURE RESILIENCE OUTREACH

### DULUTH, MN

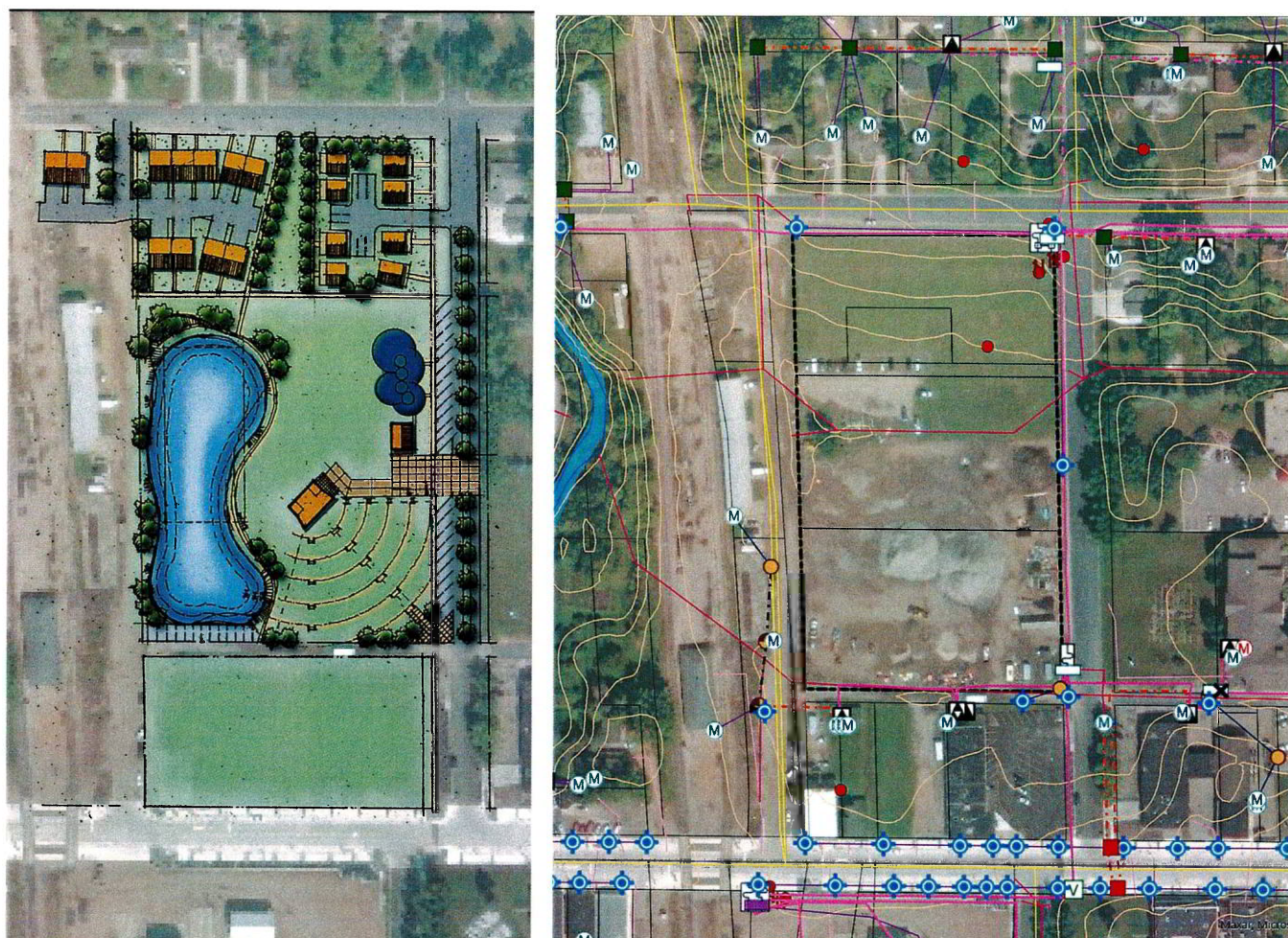
MSA successfully partnered with the City of Duluth to provide outreach in planning for the resilience of coastal infrastructure along Lake Superior. By securing a FEMA Hazard Mitigation grant, the project addressed the increasing frequency and severity of coastal storms and rising lake levels. MSA, in collaboration with the City's selected engineering consultant, provided comprehensive outreach and education to inform local governments, stakeholders, and the public about economically feasible methods to reduce bank collapse and improve coastal resilience.

Throughout the project, MSA worked with the City to facilitate advisory group meetings with key agencies such as FEMA, the Army Corps, and Minnesota DNR, as well as public engagement sessions. These efforts gathered valuable input on primary concerns, mitigation priorities, and feedback on draft recommendations. Additionally, MSA developed a project website, utilized social media, and conducted community surveys to ensure broad participation and transparency.

To further engage the community, MSA organized pop-up meetings at local events, allowing residents to provide input conveniently. The project timeline included key milestones such as the launch of the project website, advisory group meetings, public engagement sessions, and the delivery of final reports. These efforts culminated in strong support for the adoption and implementation of effective coastal mitigation strategies to significantly enhancing the resilience of Duluth's coastal infrastructure.

*Project website:* <https://duluthcoastalinfrasturctureresilience.wordpress.com/>





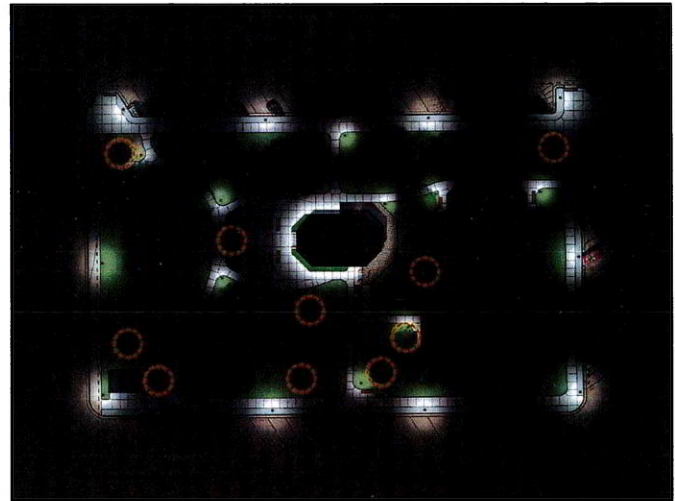
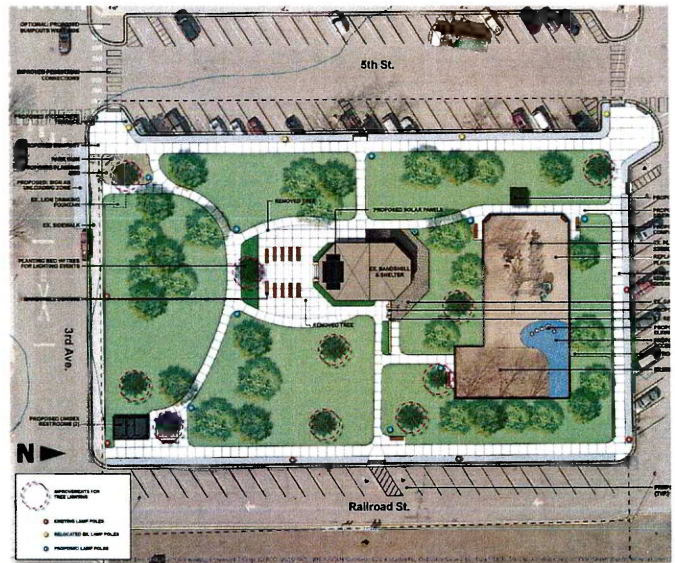
## NEW PRAGUE CITY CENTER SMALL AREA PLAN

NEW PRAGUE, MN

The City of New Prague is located in Scott and Le Sueur Counties, approximately 45 miles southwest of Minneapolis. MSA has been working with New Prague to update its Comprehensive Plan and, more recently, the City Center Small Area Plan. The Small Area Plan arose out of the Comprehensive Plan development process in late 2023, as community leaders identified the underutilized site as a prime opportunity to address community needs. The 4.3-acre site, a large City-owned plot of land located on the west side of downtown New Prague, offers a central location for additional housing, civic spaces, recreational opportunities, and parking. Leveraging the feedback from public open house events, recurring meetings with the project steering committee, and conversations with local stakeholders, the resulting plan document will outline a collective community vision for the site, as well as provide a basic layout of programmatic elements, preliminary grading plans, and urban design best-practices to assist community decision-leaders in guiding future public and private development.



## PROJECT EXPERIENCE



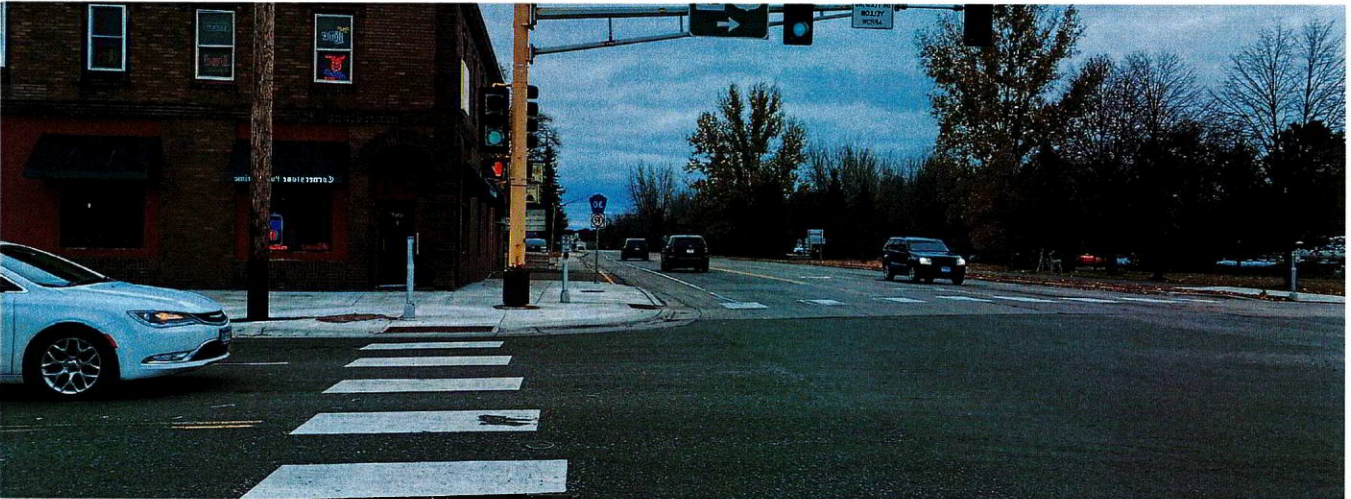
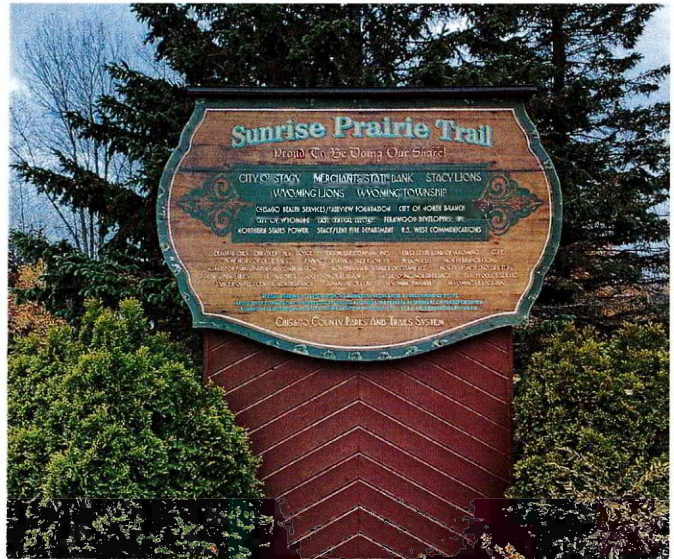
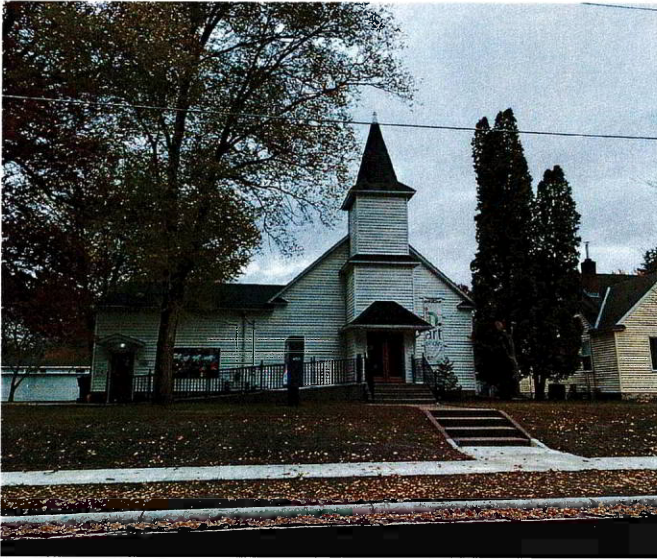
## ROBINSON PARK MASTER PLAN AND STORYMAP

PINE CITY, MN

The City was hoping to update Robinson Park and requested a master plan for the park facility. Centrally located near main street, this park serves a variety of residents and has a regional pull. The master plan involves adding additional sidewalks, paving the bandshell to enhance accessibility, new seating, adding a permanent restroom structure, lighting, and improving the existing playground by adding new equipment and accessible surfacing.

Due to budget constraints, the City is opting to implement these improvements in a series of phases. MSA broke the project into five phases and facilitated public engagement through an ArcGIS StoryMap that provided a breakdown of each phase and the associated improvements with estimated costs. After moving through each phase of the park improvements, residents could rank the phases in their preferred prioritization order, giving the Council an idea of what the community wanted prior to forward movement on any updates.





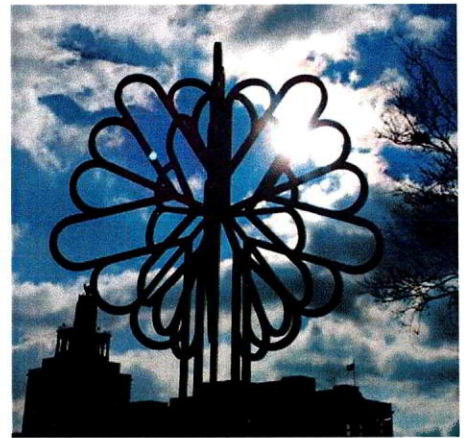
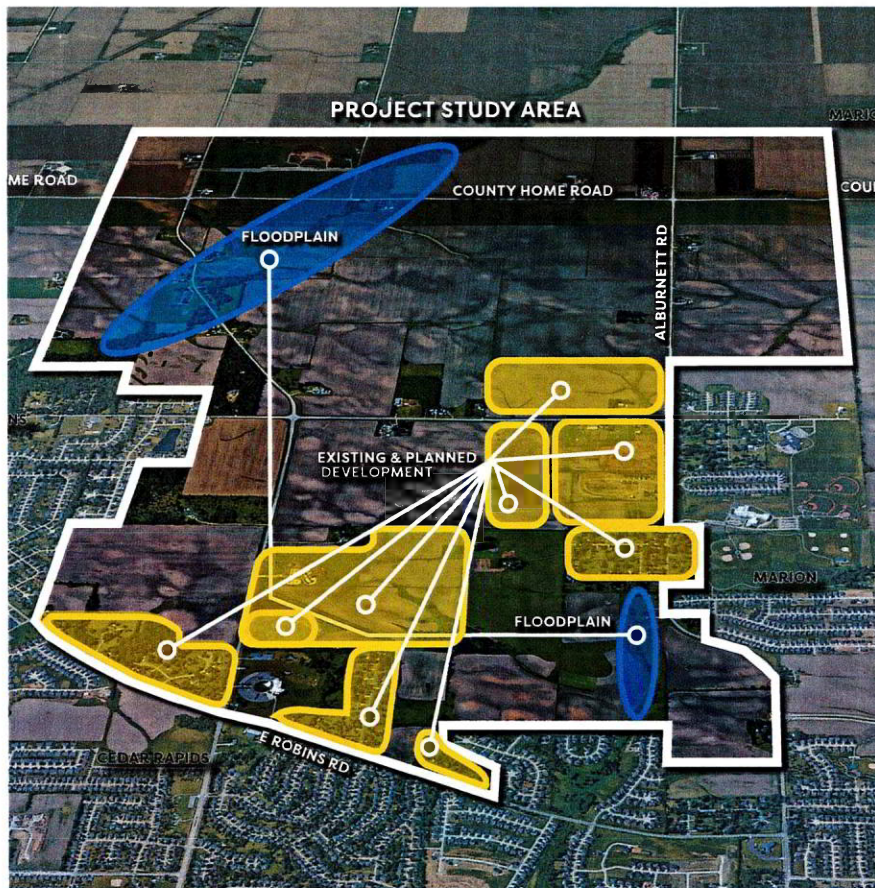
## DOWNTOWN MASTER PLAN

WYOMING, MN

The City of Wyoming, located approximately 30 miles north of St. Paul, hired MSA to create a Downtown Master Plan. The plan document will serve as a guide for improvements to the community's public and private realm, fostering future investment and establishing downtown Wyoming as a more vibrant and walkable destination. The planning process included a variety of community engagement methods, including an input survey and pop-up booths at local festivals, and close collaboration with Wyoming's Economic Development Authority to develop a cohesive vision for future development. Through this framework, the community will possess the tools to leverage its existing cultural and infrastructural assets, support its strong commercial/industrial base, and make downtown more welcoming for all visitors.



## PROJECT EXPERIENCE



### C AVENUE ALBURNETT ROAD GROWTH STUDY

CEDAR RAPIDS AND MARION, IA

The Cities of Cedar Rapids and Marion, Iowa, are taking a proactive approach towards urban development by promoting smart growth in an area pivotal to the future growth of both communities. The goals are to preserve the character of both communities as well as identify and protect natural features that provide environmental and health benefits, all while also accounting for the developmental impacts on their existing utility infrastructure and anticipating future costs to expand that infrastructure.

This joint planning project dovetails with comprehensive planning efforts, while also providing priority recommendations and guidance to each city and developers to facilitate effecting planning and growth for the next several years. The study will offer a concept-level land use map and street layout based around the development of complete neighborhoods with access to a variety of housing types, commercial opportunities, and public space.

The study also includes connectivity considerations with a layout for arterial and collector roads to best serve both municipalities with an understanding of the anticipated future growth patterns of each community. Through working with both communities, the project also identifies options for a north/south collector road between Alburnett Road and C Avenue NE, strategies for bicycle and pedestrian connectivity, and includes connections to major trails identified by the Corridor MPO's regional transportation plan.

The area further represents an opportunity for each community to create valuable destinations for community members and visitors, promoting a mix of housing types and locations for new retail, office, and business park development. The area also contains a significant amount of valuable natural areas including unique wetlands that should be carefully preserved and managed.



## ADDITIONAL DULUTH PROJECT WORK



### EAST SECOND STREET

In conjunction with a \$1 billion dollar medical district construction project in the City of Duluth, this project involved major renovations at the two hospitals in the area. This project was an urban street reconstruction that included the installation of a new 20-inch water main with services, street design and layout, coordination with the City's gas engineers and Duluth Energy systems (hot water heating loop replacement) as well as two years of construction effort all coordinated with the reconstruction of St. Luke's Hospital.

Additional details of this project included the replacement of City-owned, water main, sanitary sewer, storm sewer, and hot water systems. It also reconstructed sidewalk infrastructure to provide a durable transportation corridor that will continue to serve its planned purpose, with reduced maintenance, and improved safety for all.



### SP 6910-112 RIVERWEST DRIVE

Riverwest Drive, formerly referred to as Kayak Bay Drive during project planning, is a new City street that provides access to mixed-use residential and commercial development between the St. Louis River and Minnesota Trunk Highway 23 (Grand Avenue) on the west side of Duluth.

The project features a new signalized intersection at Grand Avenue (TH 23) and an at-grade crossing of the Munger Trail. Railroad coordination was required to complete underground utility crossing of an active BNSF rail spur. Additionally, the project includes construction of new water main, sanitary sewer, storm sewer, and gas facilities for the urban street section. The project was funded through a wide range of sources, including Transportation Economic Development funds, and City of Duluth funding.



### 2024 STREET PRESERVATION

MSA is providing design and construction services for the 2024 Street Preservation Projects which includes rehabilitation of residential and Municipal State Aid streets in 70 locations. The street improvements consist of removal and replacement of damaged curb, mill and overlay of bituminous pavement, full depth pavement reclamation, bituminous paving, storm structure repairs, new storm sewer piping and structures, ADA pedestrian ramp and sidewalk improvements, grading, spot utility repairs, and restoration. The projects span multiple facets, including an initial cost evaluation for construction, the development of comprehensive project plans and specifications, and providing invaluable support in the form of construction oversight and administration.

### Knowledge of Duluth Standards

Key MSA team members are based in Duluth and possess expertise in Construction Standards and Engineering Guidelines. MSA has been operating in Duluth for over 20 years, handling various infrastructure projects including the 2022 lead service replacement project, East Second Street, Riverwest Drive, Thunderbird Wren, Flood Repairs, and Morgan Park Development. This extensive experience enables us to deliver plans and specifications that meet the City's expectations and align with MnDOT Construction Standards, Engineering Guidelines and general engineering practices.



## REFERENCES

### REFERENCES



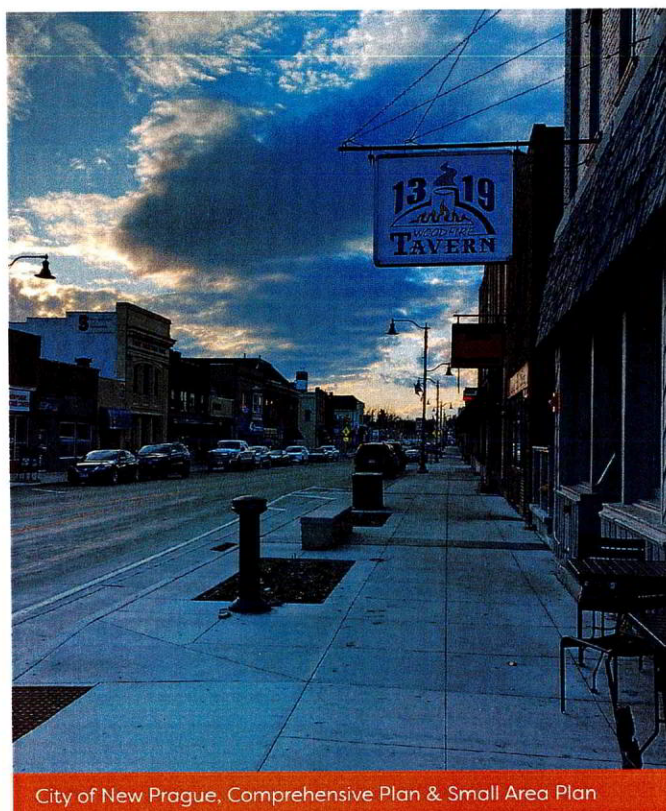
**CHRISTINE PENNEY, GRANT COORDINATOR**  
**City of Duluth, MN – Property, Parks & Libraries**  
 (218) 428-6809  
[cpenney@duluthmn.gov](mailto:cpenney@duluthmn.gov)



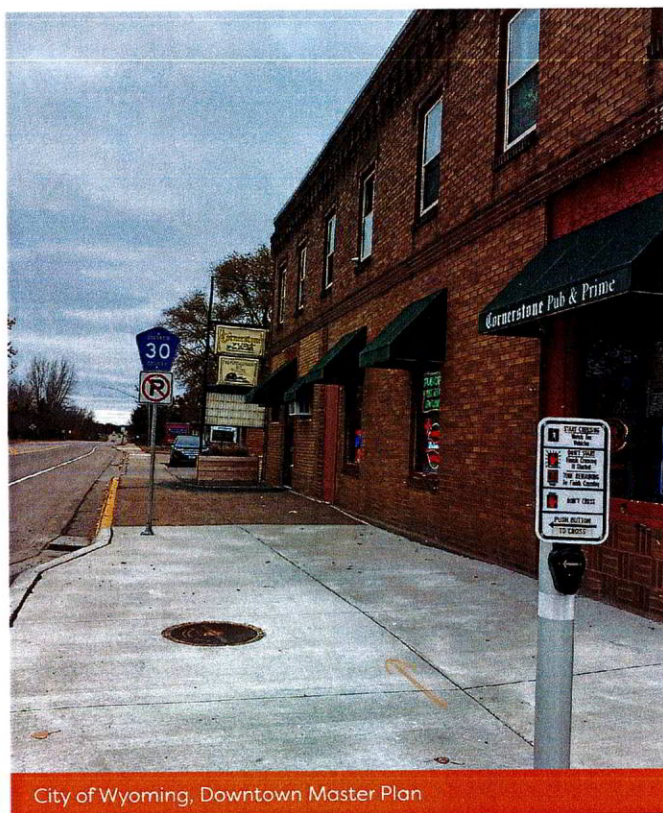
**KEN ONDICH, PLANNING/COMMUNITY DEVELOPMENT DIRECTOR**  
**City of New Prague, MN**  
 (952) 758-4401  
[kondich@ci.new-prague.mn.us](mailto:kondich@ci.new-prague.mn.us)



**ROBB LINWOOD, CITY ADMINISTRATOR**  
**City of Wyoming, MN**  
 (651) 462-0576  
[rlinwood@wyomingmn.org](mailto:rlinwood@wyomingmn.org)



City of New Prague, Comprehensive Plan & Small Area Plan



City of Wyoming, Downtown Master Plan



## EXHIBIT B

### CLARIFICATIONS TO MSA'S PROPOSAL SUBMITTED IN RESPONSE TO 25-99630 RFP FOR BECKS ROAD LAND USE STUDY

The questions below were submitted via email to MSA on May 7, 2025, by Serina Sprecco, City of Duluth Buyer, and answers (*in italics*) were provided via return email on May 12, 2025, by Claire Stickler, MSA Professional Services, Inc. Project Manager.

1. Are the below items included in your proposal? If they are not included in the scope, could they be added?
  - a. Task 1 – reviewing wetlands, streams, shorelands, floodplains, and slopes
  - b. Task 3 – Identifying limitations presented by wetlands, streams, shorelands, floodplains, and slopes
  - c. Task 4 – Natural features analysis, including wetlands, streams, shorelands, floodplains, and slopes
  - d. Task 4 – Park and trail systems analysis
  - e. Task 5 – Natural features (wetlands, streams, shorelines, floodplains, slopes) findings
  - f. Task 5 – Park and trail findings

*Those items are included in our scope. Task 1 Data Assessment would include the items you have listed as well as the others listed in our scope during Month 1 on page 5 of our proposal.*

2. Both Public Engagement #1 and #2 have the same description. Can you clarify what the intended purpose is of each?

*The intent of the first public engagement meeting is to share information for our data analysis in Task 1 and gather information from the public and stakeholders on their ideas, wants and needs for the area.*

*For the second public engagement meeting, we would take the information gathered from the public, and the findings in Task 4 and 5 to present the development scenarios and gather final public input.*

3. On the second bullet point under Notes on Page 5 – when is the draft review meeting?

*The draft review meeting is the Technical Committee Meeting #4 in our scope. Apologies for the discrepancy in the language there! Our intention with that bullet point is that if there are additional meetings requested or are several rounds of edits after the final review meeting with the technical committee, we may need to discuss a contract amendment.*