

CITY OF HERMANTOWN AGENDA

**Pre-Agenda Meeting Monday, October 6, 2025 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, October 6, 2025 at 6:30 pm
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS

Council Members may make announcements as needed.

5. PUBLIC HEARING

Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.

6. COMMUNICATIONS

A. Correspondence 25-143 through 25-455 placed on file

7. PRESENTATIONS

A. 2026 Preliminary Debt Service Budgets

Kevin Orme, Director of Finance & Administration
(Pre-Agenda Only)

B. Paid Family Medical Leave

David Huntley, Terch & Associates
(Pre-Agenda Only)

8. PUBLIC DISCUSSION

This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.

9. MOTIONS

10. CONSENT AGENDA

All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- A. **Minutes** - Approval or correction of September 15, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from September 16, 2025 through September 30, 2025 in the amount of \$879,380.28

11. ORDINANCES

- A. **2025-17 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map**

(first reading)

12. RESOLUTIONS

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

- A. **2025-147 Resolution Adopting The Final Hermantown Industrial Alternative Urban Areawide Review (AUAR) Document And Mitigation Plan**

(motion, roll call)

- B. **2025-148 Resolution Approving The Employee Handbook For The City Of Hermantown**

(motion, roll call)

- C. **2025-149 Resolution Approving Change Order Number 35 (KA Change Order #11) For The NorthStar Ford Arena In The Amount Of \$25,475.35**

(motion, roll call)

- D. **2025-150 Resolution Approving Pay Request Number 16 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,540,475.58**

(motion, roll call)

- E. **2025-151 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area**

(motion, roll call)

- F. **2025-152 Resolution Approving A Special Use Permit For The Construction Of A Two-Family Home (Twinhome) In A R-3 Residential Zoning District**

(motion, roll call)

G. **2025-153 Resolution Approving The Allocation Of \$100,000 To The Housing Trust Fund**

(motion, roll call)

H. **2025-154 Resolution Approving Change Order Number 1 For Keene Creek Trail Segment 4 Construction To Veit & Company In The Amount Of \$19,328.00**

(motion, roll call)

13. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.03 to consider confidential information related to labor negotiations strategy. Following this closed session, the Hermantown City Council will re-convene in an open session.

(motion, roll call)

14. **RECESS**

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/17/2025	25-143	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	SUP, Kevin Tomlin, 5057 Anderson Rd.	9/17/2025
9/17/2025	25-144	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	SUP, Nordski Construction/EDSA Storage, 3971 Haines Rd.	9/17/2025
9/17/2025	25-145	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	VAR, Nordski Construction/EDSA Storage, 3971 Haines Rd.	9/17/2025
9/17/2025	25-146	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	Zoning Map Amendment, Harmony Group, LLC	9/17/2025
9/17/2025	25-147	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	Proposed ADU Ordinance	9/17/2025
9/22/2025	25-148	St Louis Country District Court	John Mulder, City Administrator	Notice of Filing Order State of Minnesota vs Elevated Management LLC	9/13/2025
9/23/2025	25-149	Minnesota Power-Allete and American Transmission Company LLC	City of Hermantown	Notice of Availability for Pre-Application Coordination: Minn. Stat. 216l.05, subd. 5	9/19/2025
9/25/2025	25-150	Timothy & Monica White, 5467 Hermantown Rd.	Wayne Boucher, Mayor, City Council	Special Assessment, 395-0010-09840	9/22/2025
9/25/2025	25-151	Jaym Fitzgerald, jaymfitz@gmail.com	Eric Johnson, Comm. Dev. Dir.	AUAR Proposed Data Center	9/24/2025
9/25/2025	25-152	Adam Kauppila, kaupps@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment for Project Loon AUAR	9/24/2025
9/25/2025	25-153	Amanda Mosiniak, mosiniak08@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Blackwater in the Twin Ports	9/24/2025
9/25/2025	25-154	Sienna Prom, sienna.prom15@gmail.com	Eric Johnson, Comm. Dev. Dir.	Strong Opposition to Proposed Data Mine in Hermantown	9/24/2025
9/25/2025	25-155	Bailey Prusi, baytuominen@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Public Comment	9/25/2025
9/25/2025	25-156	Kyle Caskey, kylejcaskey@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Proposed Data Center Development	9/25/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/25/2025	25-157	Kelsey Mack, mackkelsey5@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Proposed Data Center Development	9/25/2025
9/25/2025	25-158	Saddie Serier, saddieserier@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown	9/25/2025
9/25/2025	25-159	Anna Estep, aestep@proctor.k12.mn.us	Eric Johnson, Comm. Dev. Dir.	AUAR/Hermantown Data Center Concerns	9/25/2025
9/25/2025	25-160	Jennie Esler, jesler.je@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/25/2025
9/25/2025	25-161	Asher Holloman, asherholloman@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/25/2025
9/25/2025	25-162	Kaila Formanek, 10formka@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Hermantown Data Center	9/25/2025
9/25/2025	25-163	Lauren Gean, laurenbettygeans@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Opposition	9/25/2025
9/25/2025	25-164	Kelsey Polcher, kelsey.polcher@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment: Data Center	9/25/2025
9/25/2025	25-165	Katarina Korman, katarinafk@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/25/2025
9/25/2025	25-166	Anna Nistler, annanistler1@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/25/2025
9/25/2025	25-167	Spunki Jansen, detritusrotwell@gmail.com	Eric Johnson, Comm. Dev. Dir.	Rezoning for Data Center	9/25/2025
9/25/2025	25-168	Jesse Jarvi, jjarvi3121@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Proposed Data Center in Hermantown, MN	9/25/2025
9/25/2025	25-169	Amy Kozak, amykozak14@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/25/2025
9/25/2025	25-170	Lacey Parr, laceymoriah@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to the Data Center	9/25/2025
9/25/2025	25-171	Joseph Barnstorf, jbarnstorf@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/25/2025
9/26/2025	25-172	Gretchen Kehoe, ggreenwell8@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center - Community Member Feedback	9/26/2025
9/26/2027	25-173	Emily Rakos, emilyrakos2@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown	9/26/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/26/2025	25-174	Sabrina Wertman, sabinawertman@gmail.com	Eric Johnson, Comm. Dev. Dir.	AI Data Center	9/26/2025
9/26/2025	25-175	Jac Brown, jaclyn.brown1@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center?	9/26/2025
9/26/2025	25-176	Erin DeWitt, edewitt4970@msn.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/26/2025
9/26/2025	25-177	Ryan Nelson, rnels@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/25/2025
9/26/2025	25-178	Wade Ruelas, ghostboys2010@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/25/2025
9/26/2025	25-179	Kiera Simmons, kiera_simmons@yahoo.com	Eric Johnson, Comm. Dev. Dir., Chad Ronchetti, Econ. Dev. Dir., Brandon Holmes, Bldg. Official, Kevin Orme, Dir. of Finance & Admin, and John Mulder, Citv Administrator	Proposed Data Center	9/25/2025
9/26/2025	25-180	Lily Boehland-Goeden, lilyboehlandgoeden@gmai..co m	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown, MN	9/25/2025
9/26/2025	25-181	ragstorichard, cpdick826@gmil.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/25/2025
9/26/2025	25-182	Chance, chancelf55a1@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to Data Center	9/25/2025
9/26/2025	25-183	Elizabeth Harri, elizabeth.harri@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Data Center	9/25/2025
9/26/2025	25-184	Brandon Hartung, brandonphartung@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center!	9/25/2025
9/26/2025	25-185	Linnea Lebens,linnea.lebens@gmail.c om	Eric Johnson, Comm. Dev. Dir.	Data Center	9/26/2025
9/26/2025	25-186	Andy Pelland, andy.pelland@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center Concern	9/26/2025
9/26/2025	25-187	Aleeya Verdi, aleeyaverdi@icloud.com	Eric Johnson, Comm. Dev. Dir.	Betrayal by Data Center	9/26/2025
9/26/2025	25-188	Jennifer K, elizabrussow@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concern in Hermantown	9/26/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/26/2025	25-189	Madeline Glatzel, mad.mummey@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/26/2025
9/29/2025	25-190	Sydney Johnson, sydney.carlinojohnson@gmai.. com	Eric Johnson, Comm. Dev. Dir.	Concern Regarding Proposed Data Center in Hermantown	9/28/2025
9/29/2025	25-191	Agatha Pokrzywinski, agathapokrzywinski@gmail.co m	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/28/2025
9/29/2025	25-192	Jacob Warkentin, jacob.warkentin911@gmail.co m	Eric Johnson, Comm. Dev. Dir.	Support for Data Center	9/27/2025
9/29/2025	25-193	Erin Adams, erinnadamss@gmail.com	Wayne Boucher, Mayor	Data Center Project	9/26/2025
9/29/2025	25-194	Cory JT, codydog124@gmail.com	Eric Johnson, Comm. Dev. Dir.	Light Industrial Development	9/26/2025
9/29/2025	25-195	Kevin Erickson, dethmobile@yahoo.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/29/2025	25-196	Terry McCarthy, jtmjourneys@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/29/2025
9/29/2025	25-197	Coryl Fearnall, coryl.fearnall@gmail.com	Wayne Boucher, Mayor, Eric Johnson, Comm. Dev. Dir., Councilor Peterson and councilor Leblanc	Concern About the Data Center	9/28/2025
9/29/2025	25-198	Renee Priola, reenepriola1018@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please No Data Center	9/28/2025
9/29/2025	25-199	Angela Scott, angela.niebolte@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concerns	9/28/2025
9/29/2025	25-200	Kyle Dalton, kyle.b.dalton@gmail.com	Chad Ronchetti, Econ. Dev. Dir.	Data Centers - Be Smart About Our Future	9/28/2025
9/29/2025	25-201	Jacob Downs, jacokd218@icloud.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/28/2025
9/29/2025	25-202	Alexa Zaeske, zaeskealexa@gmail.com	Wayne Boucher, Mayor	Hermantown Data Center	9/28/2025
9/29/2025	25-203	Lydia Murphy-Ralph, lydia.r.murphy@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to Data Center in Hermantown	9/28/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/29/2025	25-204	Josie Goellner, josiegoellner@icloud.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/28/2025
9/29/2025	25-205	Rayann Rehwinkel, rayanngoats@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/28/2025
9/29/2025	25-206	Joel Tiburzi, tiburzijoel@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/28/2025
9/29/2025	25-207	McKenna Vanhorn, mckennavanhorn@gmail.com	Eric Johnson, Comm. Dev. Dir.	Comment on the Hermantown Data Center	9/28/2025
9/29/2025	25-208	Elizabeth Grbavcich, grbavcich@hotmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/28/2025
9/29/2025	25-209	Sarah Bamford Seidelmann, sarahseidelmann@gmail.com	Eric Johnson, Comm. Dev. Dir.	Don't Do It	9/28/2025
9/29/2025	25-210	Eldri Snow, eldri.snow@icloud.com	Eric Johnson, Comm. Dev. Dir.	Say No To the Data Center!	9/26/2025
9/29/2025	25-211	Nicolas Remer. remern20@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/28/2025
9/29/2025	25-212	Carly, weinb2@tutaimail.com	Eric Johnson, Comm. Dev. Dir.	No Data Centers!	9/28/2025
9/29/2025	25-213	Maggie Hannelore Fae, allhisbark@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on Data Center	9/28/2025
9/29/2025	25-214	Alexa Zaeske, zaeskealexa@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/28/2025
9/29/2025	25-215	Olivia Wright, olivia.rose.sa@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concerns	9/28/2025
9/29/2025	25-216	Emma Anderson, ande.emea.1989@gmail.com	Wayne Boucher, Mayor	Put People First - Oppose the Data Center	9/28/2025
9/29/2025	25-217	Jonah Provance, drworm961@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/28/2025
9/29/2025	25-218	Linnea Nordgren, lineanordgren@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown	9/28/2025
9/29/2025	25-219	Bella Maldonado, bellamaldo@me.com	Eric Johnson, Comm. Dev. Dir.	Stop the Data Center	9/28/2025
9/29/2025	25-220	Brian Kline, kline185@yahoo.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/28/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/29/2025	25-221	Paul Marinos, pmarinos27@hcs700.org	Eric Johnson, Comm. Dev. Dir.	Data Center Being Proposed in Hermantown	9/28/2025
9/29/2025	25-222	Dominic Nevares, nevaresdominic@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center Please!	9/28/2025
9/29/2025	25-223	Becca Grumdahl, becca.grumdahl97@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/28/2025
9/29/2025	25-224	Aedea Winter, scienegirl@winterfam.org	Eric Johnson, Comm. Dev. Dir.	Do Not Approve the Data Center	9/28/2025
9/29/2025	25-225	Alena Krause, alena.n.krauss@gmail.com	Eric Johnson, Comm. Dev. Dir.	Say No to Proposed Hermantown Data Center	9/28/2025
9/30/2025	25-226	Nicky Becher, nfbecher@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/28/2025
9/30/2025	25-227	Antonia Weiss, antonia.r.weiss@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/28/2025
9/30/2025	25-228	Peter Taylor, prtaylor2@gmail.com	Eric Johnson, Comm. Dev. Dir.	Comments on September 2025 Final Alternative Urban Areawide Review	9/28/2025
9/30/2025	25-229	Kailey Forliti, kaileyforliti17@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/28/2025
9/30/2025	25-230	Aaron Knudsen, arrow.knudsen@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/27/2025
9/30/2025	25-231	Irie Unity, ibunny1234@gmail.com	Eric Johnson, Comm. Dev. Dir.	Stop the Build of the Data Center	9/28/2025
9/30/2025	25-232	Quinn Trang, beanie2quynh@gmail.com	Eric Johnson, Comm. Dev. Dir.	Request	9/27/2025
9/30/2025	25-233	Corie Casper, c.casper333@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/27/2025
9/30/2025	25-234	Katlyn Kampmeier, katlynkampmeier@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-235	Amber Frederick, amber4800@me.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/27/2025
9/30/2025	25-236	Nick Parker, nickp2912@icloud.com	Eric Johnson, Comm. Dev. Dir.	Auar	9/27/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-237	Layne Anderson, chillyguppy001@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/27/2025
9/30/2025	25-238	Faith LeMone, faithlemone@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown	9/27/2025
9/30/2025	25-239	Melissa Weidendorf, mellykayrey@gmail.com	Eric Johnson, Comm. Dev. Dir.	403 Acre Data Center	9/27/2025
9/30/2025	25-240	Lucinda Boyd, lucindab84@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-241	Krysta Mielke, kemielke16@gmail.com	Eric Johnson, Comm. Dev. Dir.	No AI Data Center	9/27/2025
9/30/2025	25-242	Nick Van Loh, nvanloh@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Comments	9/27/2025
9/30/2025	25-243	Ted Conover, t.david,conover@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/27/2025
9/30/2025	25-244	Isabelle Brezinka, brezinka.isabelle@gmail.com	Eric Johnson, Comm. Dev. Dir.	Concern for Data Center	9/27/2025
9/30/2025	25-245	Kayla Erdmann, kaylajerdmann@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/27/2025
9/30/2025	25-246	Nicola Schaust, nschaust@gmail.com	Chad Ronchetti, Econ. Dev. Dir.	Constituent Opinion on Hermantown Data Center	9/27/2025
9/30/2025	25-247	Heidi Stinski, heidigroth09@hotmail.com	Eric Johnson, Comm. Dev. Dir.	403 Acre Data Park	9/27/2025
9/30/2025	25-248	Rebekah Beach, rebekah.syverson@gmail.com	Eric Johnson, Comm. Dev. Dir.	New Data Facility	9/27/2025
9/30/2025	25-249	Kelly Killorin, kelly.killorin@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment Regarding Data Center Proposal	9/27/2025
9/30/2025	25-250	Ahnika Berg, ahnikaberg@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center Public Comment	9/27/2025
9/30/2025	25-251	Kaitlyn Dexter, kaitlndexter@gmail.com	Eric Johnson, Comm. Dev. Dir.	Do Not Allow Data Center	9/27/2025
9/30/2025	25-252	Jocelyn Pihlaja, omightycrisis@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-253	Aspen Herbert, aspenherbert1@gmail.com	Eric Johnson, Comm. Dev. Dir.	The 403 Acre Proposed Data Center in Hermantown	9/27/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-254	Leah Bevington, leahbeving@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center in Hermantown	9/27/2025
9/30/2025	25-255	Emilie Vukelich, dqvv2005@protonmail.com	Eric Johnson, Comm. Dev. Dir.	On The Topic of a Data Center in Hermantown	9/27/2025
9/30/2025	25-256	Emily V, flightlessdesign@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/27/2025
9/30/2025	25-257	Sierra Stevens, sierrastevens@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-258	Teri Kesti, kesti2@yahoo.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-259	Suzie Baer, suzie.baer@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center Against Community Best Interest	9/27/2025
9/30/2025	25-260	Megan Sellers, msellers124@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Hermantown Data Center	9/27/2025
9/30/2025	25-261	Olivia Jascor, oliviajascor26@hotmail.com	Wayne Boucher, Mayor	No to Proposed Data Center	9/27/2025
9/30/2025	25-262	Jason Heinen, jasonheinen21@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/27/2025
9/30/2025	25-263	James Bushey, jrbushey1234@gmail.com	Wayne Boucher, Mayor	Data Center	9/27/2025
9/30/2025	25-264	Olivia Jascor, oliviajascor26@hotmail.com	Eric Johnson, Comm. Dev. Dir.	No to Data Center	9/27/2025
9/30/2025	25-265	Mark Burton, burton.mark.e@outlook.com	Eric Johnson, Comm. Dev. Dir.	Protect Lake Superior	9/27/2025
9/30/2025	25-266	Madi Carlson, madicarlson12@gmail.com	Eric Johnson, Comm. Dev. Dir.	Potential Data Center	9/27/2025
9/30/2025	25-267	Sue Halverson, grammatodigs@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-268	Carrie Lucia, lucia.carrie@yahoo.com	Eric Johnson, Comm. Dev. Dir.	Midway Rd.	9/27/2025
9/30/2025	25-269	Nora Sandstad, norasandstad@hotmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/27/2025
9/30/2025	25-270	Seth Currier, sethdcurrier@gmail.com	Eric Johnson, Comm. Dev. Dir.	Do Not Build the Data Center	9/27/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-271	Agatha Pokrzywinski, agathapokrzywinski@gmail.com	Eric Johnson, Comm. Dev. Dir.	Say No To Data Center Proposal	9/27/2025
9/30/2025	25-272	Deb Williams, djwills0518@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-273	Candace LaCosse, candace.lacosse@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please do Not Steal Our Water	9/27/2025
9/30/2025	25-274	Caitlin Larson, caitlinclarson@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-275	Amy Hayes, amy2hayes@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/27/2025
9/30/2025	25-276	Nicolo Schaust, nschaust@gmail.com	Eric Johnson, Comm. Dev. Dir.	Constiuent Opinion on Hermantown Data Center Proposal	9/26/2025
9/30/2025	25-277	Jade Aakre, hjaakre@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Proposal	9/26/2025
9/30/2025	25-278	Kailyn Schmitt, kailynrschmitt@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Proposal	9/26/2025
9/30/2025	25-279	Kellie Powless, kelliepowless@hotmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center!	9/26/2025
9/30/2025	25-280	Orion Wargin, warginprojects@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment	9/26/2025
9/30/2025	25-281	JoAnne Bates, tomjobates@gmail.com	Wayne Boucher, Mayor	Data Center Coming to a Neighborhood Near Me!	9/26/2025
9/30/2025	25-282	Laura Lucarelli, ljseppanen@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposed to Data Center In Hermantown!	9/26/2025
9/30/2025	25-283	David Baldus, davbaldus@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment - Opposition to Proposed Data Center / "Communications Services Center" (Hermantown Industrial AUAR)	9/26/2025
9/30/2025	25-284	Julie Maurer, juliemaurer73@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment Regarding Proposed Data Center in Hermantown	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-285	Kyle Dalton, kyle.b.dalton@gmail.com	John Mulder, City Administrator	Data Centers May be Necessary, But Are They Good for Minnesota and Hermantown?	9/28/2025
9/30/2025	25-286	Sarah Winter, longlivewinter@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center Please	9/29/2025
9/30/2025	25-287	Giada Poggio, giadapoggio525@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Proposed Hermantown Data Center	9/29/2025
9/30/2025	25-288	Karly Katchmark, kkatchy@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-289	Allisun Zager, mndownfall@gmail.com	Wayne Boucher, Mayor	Important Community Response	9/29/2025
9/30/2025	25-290	Brittany Malec, brittnymalec@gmail.com	Eric Johnson, Comm. Dev. Dir.	Comment on Proposed Data Center	9/29/2025
9/30/2025	25-291	Lindsay Furtak, lindsayfu92@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concerns/Public Comments	9/29/2025
9/30/2025	25-292	Allison Zagar, mndownfall@gmail.com	Eric Johnson, Comm. Dev. Dir.	Important Community Response	9/29/2025
9/30/2025	25-293	Yoto Lee, yotolee555@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-294	Anna Swarts, swarts.anna@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Comment Perior	9/29/2025
9/30/2025	25-295	Chelsey Harju, chelseyharju@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-296	Tabby Helgeson, tabbyhelgeson@gmail.com	Eric Johnson, Comm. Dev. Dir.	Industrial Construction / Data Center in Hermantown	9/29/2025
9/30/2025	25-297	Clarissa Ek, clarissa.l.ek@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment and Questions Re: Hermantown Industrial AUAR Project	9/29/2025
9/30/2025	25-298	Rebecca Gramdorf, gramdorf@gmail.com	Eric Johnson, Comm. Dev. Dir.	2025 Final Alternative Urban Areawide Review Comment	9/29/2025
9/30/2025	25-299	Ashley Hausch, ashleyhausch@gmail.com	Eric Johnson, Comm. Dev. Dir.	Concerned Neighbor	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-300	Candace LaCosse, candace.lacosse@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-301	Nicole Janssen, ncjanssen09@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center in Hermantown	9/29/2025
9/30/2025	25-302	Jen Marksteiner, jenra31@hotmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Centers in the Northland	9/29/2025
9/30/2025	25-303	Benjamin Hooghkirk, benhooghkirk@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-304	Rob, rangerfrostactual@gmail.com	Eric Johnson, Comm. Dev. Dir.	Do Not Allow Data Center!!	9/29/2025
9/30/2025	25-305	Tyler Bonam, tbonam@gmail.com	Eric Johnson, Comm. Dev. Dir.	403 Acre Data Center	9/29/2025
9/30/2025	25-306	Annie Miller, ammiller304@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025
9/30/2025	25-307	Kiah Breidenbach, kiahbreidenbach@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on Proposed Data Center	9/29/2025
9/30/2025	25-308	M Vogt, mmvogt@outlook.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center - Please Say No	9/29/2025
9/30/2025	25-309	Emma Wojack, ejwojack@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025
9/30/2025	25-310	Christine Novotny, christine.ann.novotny@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-311	Rachel & Fritz Matney & Bogott, matneybogott@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-312	Ellen Vaagen, ellen.vaagen@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
9/30/2025	25-313	Jeanne/Greg Wright, wright@boreal.org	Eric Johnson, Comm. Dev. Dir.	Data Center in Hermantown	9/29/2025
9/30/2025	25-314	Abby Tofte, abbytofte@gmail.com	Eric Johnson, Comm. Dev. Dir.	AUAR Comment	9/29/2025
9/30/2025	25-315	Lori Rothstein, lorirothstein@yahoo.com	Eric Johnson, Comm. Dev. Dir.	Oppose Data Center	9/29/2025
9/30/2025	25-316	Whitney Walter, whits.knits@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
9/30/2025	25-317	Abby Zak LeGare, abbysaklegare@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please Do Not Build a Data Center and Jeaordize Our Pressure Water	9/29/2025
9/30/2025	25-318	Rissa Holl, marissaholl.12@gmail.com	Eric Johnson, Comm. Dev. Dir.	Protect Our Environment	9/29/2025
10/1/2025	25-319	Michael P. Geraci, me@mgeraci.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025
10/1/1025	25-320	Gwendolyn Danfelt, gwen.danfelt@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025
10/1/2025	25-321	Jennylynde Renteria- Packham, jennylynde@gmail.com	Eric Johnson, Comm. Dev. Dir.	Say No to the Data Center!	9/29/2025
10/1/2025	25-322	Shoshanna Matney, msmatney@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025
10/1/2025	25-323	Tom Bates, blitzenjaeger@gmail.com	Eric Johnson, Comm. Dev. Dir.	New Data Center	9/29/2025
10/1/2025	25-324	Mathew West, bill.mathewwest@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
10/1/2025	25-325	Jake Posterick, jack.posterick@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025
10/1/2025	25-326	Cori Miller, miller.cori@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/29/2025
10/1/2025	25-327	Gina Joyce, gmpalomo12@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Hermantown Data Center Development	9/29/2025
10/1/2025	25-328	Neil Pederson, neil.pederson@gmail.com	Eric Johnson, Comm. Dev. Dir.	Oppose Data Center	9/29/2025
10/1/2025	25-329	Kayla Muchka, kayla.muchka@gmail.com	Wayne Boucher, Mayo and Eric Johnson, Comm. Dev. Dir.	Stop the Data Center	9/29/2025
10/1/2025	25-330	Maziere Flynn, maziere.flynn@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center Public Comment	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/205	25-331	Emy Farley, emy.farley@gmail.com	Eric Johnson, Comm. Dev. Dir., Wayne Boucher, Mayor, Councilor Geissler, Councilor, Peterson, Councilor, Hjelle, Councilor LeBlanc, and Chad Ronchetti, Econ. Dev. Dir.	No Data Center in Hermantown	9/29/2025
10/1/2025	25-332	Anna Gessner, annaruthgessner@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project	9/30/2025
10/1/2025	25-333	Kylee Berube, kylee.berube56@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/30/2025
10/1/2025	25-334	Thomas Zelman, tzelman1@icloud.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/30/2025
10/1/2025	25-335	Katelyn Gronvall, kat.rn23@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project	9/30/2025
10/1/2025	25-336	Steph Vos, steph.r.vos@gmail.com	Eric Johnson, Comm. Dev. Dir.	Oppose the Proposed Hermantown Data Center - Protect Lake Superior	9/30/2025
10/1/2025	25-337	Brynlee Lipoff, brynlee1701@outlook.com	Eric Johnson, Comm. Dev. Dir.	Date Center Proposed for Hermantown	9/29/2025
10/1/2025	25-338	Kristi Olson, thatoundlady@gmail.com	Councilor Geissler, Councilor Peterson, Councilor Hjelle & Councilor LeBlanc	Data Center Development Concerns	9/30/2025
10/1/2025	25-339	Vaughn & Denis Regstad, dregstad@juno.com	Eric Johnson, Comm. Dev. Dir.	AUAR	9/30/2025
10/1/2025	25-340	Dorota Fredericks, dkonarze@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to Date Centers Please	9/29/2025
10/1/2025	25-341	Maggie Nancarrow, rector@stpaulsduluth.org	Eric Johnson, Comm. Dev. Dir.	Development of Data Center	9/30/2025
10/1/2025	25-342	Adrea Beres, adberes@gmail.com	Eric Johnson, Comm. Dev. Dir.	Date Center Proposal	9/30/2025
10/1/2025	25-343	Logan, logancarson123@gmail.com	Eric Johnson, Comm. Dev. Dir.	Help	9/30/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-344	David Hernandez, david196h@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/30/2025
10/1/2025	25-345	Oliver Moon, olivermoon3001@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/30/2025
10/1/2025	25-346	Shelby Suhr, shelby.suhr@gmail.com	Eric Johnson, Comm. Dev. Dir.	Oppose the Proposed Data Center in Hermantown	9/30/2025
10/1/2025	25-347	Alyssa Swanson, ajswancon.art@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concern	9/30/2025
10/1/2025	25-348	Mara Metcalf, marametcalf30@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Development	9/30/2025
10/1/2025	25-349	Rebecca Tom, rtom675@gmail.com	Eric Johnson, Comm. Dev. Dir.	AI Data Centers for Suckers	9/30/2025
10/1/2025	25-350	Laura Jorris, laurajorris@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project	9/30/2025
10/1/2025	25-351	Catherine Hafdahl, catherinehafdahl@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposed to Hermantown Data Center - Water and Health Concerns	9/30/2025
10/1/2025	25-352	William Scott, sescott1988@gmail.com	Wayne Boucher, Mayor	Data Center Concerns	9/30/2025
10/1/2025	25-353	Sarah Kilgour, sgmkilgour@gmail.com	Wayne Boucher, Mayor	Don't Build a Data Center	9/30/2025
10/1/2025	25-354	Samantha Gon, samantha.k.gon@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project	9/30/2025
10/1/2025	25-355	Elise Bouvy, elisebouvy@gmail.com	Eric Johnson, Comm. Dev. Dir.	Against Data Center Project - AUAR Industrial	9/30/2025
10/1/2025	25-356	Katie Zezulka, katie.zezulka@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Centers in the Northland	9/30/2025
10/1/2025	25-357	Mateo Arredondo, matarredondo48@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/30/2025
10/1/2025	25-358	Alli Travis, allimtravis@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please Reconsider the Data Center	9/30/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-359	Nick Smith, nickosmith01@gmail.com	Councilor LeBlanc, Councilor Peterson, Councilor Geissler, Wayne Boucher, Mayor and Eric Johnson, Comm. Dev. Dir.	Please Don't Build Hermantown Data Center	9/30/2025
10/1/2025	25-360	Ren Schmidt, schmidt.laurenk@proton.me	Eric Johnson, Comm. Dev. Dir.	No 403 Acre Data Center in Hermantown	9/30/2025
10/1/2025	25-361	Andy Pelland, andy.pelland@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center Concern	9/30/2025
10/1/2025	25-362	Bud Stadler, stadler.h19@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center in Hermantown	9/30/2025
10/1/2025	25-363	Baily Neumann, bmneumann2@gmail.com	Eric Johnson, Comm. Dev. Dir., Wayne Boucher, Councilor Geissler, Councilor Peterson, Councilor Hjelle & Councilor LeBlanc	Data Center Objection	9/30/2025
10/1/2025	25-364	Jon Amst, ja4417357@gmail.com	Eric Johnson, Comm. Dev. Dir.	Google Data Center	9/30/2025
10/1/2025	25-365	Erica Busta, ericabusta1@gmail.com	Eric Johnson, Comm. Dev. Dir.	Comment on Hermantown Data Center	9/30/2025
10/1/2025	25-366	Frankie Felegy, frankiefelegy@proton.me	Councilor LeBlanc, Councilor Peterson, Councilor Geissler, Wayne Boucher, Mayor and Eric Johnson, Comm. Dev. Dir.	Do Not Build the Hermantown Data Center	9/30/2025
10/1/2025	25-367	Ann Erickson, ann.o.erickson@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Hermantown Data Center Public Comment	9/30/2025
10/1/2025	25-368	Jed Eichel, jedeichel@gmail.com	Eric Johnson, Comm. Dev. Dir.	Do Not Build the Data Center	9/30/2025
10/1/2025	25-369	Lesa Hofer, lesahofer@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to Hermantown Data Center!	9/30/2025
10/1/2025	25-370	Mon Grant, montrongrant@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center in Hermantown	9/30/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-371	Alice Brandt, alicebrandtmps@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/30/2025
10/1/2025	25-372	Caden Wakefield,cwakefield@css.edu	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/30/2025
10/1/2025	25-373	Jess McKnight, j_l_mcknight@hotmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment Re: 403 Acre Data Center in Hermantown, MN	9/30/2025
10/1/2025	25-374	Claire Dzierzak, ckdzierzak@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment - Data Center	9/30/2025
10/1/2025	25-375	Karin Kraemer, karin@duluthpottery.com	Eric Johnson, Comm. Dev. Dir.	Data Center - No	9/30/2025
10/1/2025	25-376	Liv Sulerud, livosulerud@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment in Opposition to Hermantown Data Center	9/30/2025
10/1/2025	25-377	Sarah Kilgour, sgmgilgour@gmail.com	Eric Johnson, Comm. Dev. Dir.	Don't Build a Data Center	9/30/2025
10/1/2025	25-378	Alex Blust, alex.blust@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center!	9/30/2025
10/1/2025	25-379	Eric Nichols, ean55330@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Opposition	9/30/2025
10/1/2025	25-380	Melanie Richards, melocrich@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on the Proposed Data Center	9/30/2025
10/1/2025	25-381	Victoria Doane, victoriadoane@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025
10/1/2025	25-382	Mary Cowen, marylcowen@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025
10/1/2025	25-383	Lee Start, lee.none.start@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on Data Center	9/29/2025
10/1/2025	25-384	David Hoh, davidthepants@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please No Data Center in Hermantown	9/29/2025
10/1/2025	25-385	Elena Bantle, elena.bantle@gmail.com	Eric Johnson, Comm. Dev. Dir.	AUAR Comment	9/29/2025
10/1/2025	25-386	William Lipoff, williamlipoff@outlook.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-387	Abby Swanson, abbyswansonmn@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
10/1/2025	25-388	Bethanie Barr, bethaniebarr93@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
10/1/2025	25-389	Hannah Olson, hannahchristineolson@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/29/2025
10/1/2025	25-390	Nora Rickey, norarickey@gmail.com	Eric Johnson, Comm. Dev. Dir.	So No to Data Center!	9/29/2025
10/1/2025	25-391	Jeff Knutson, aero1@runbox.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center in Hermantown	9/29/2025
10/1/2025	25-392	Cassandra Nagle, cassandra.j.n@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Date Center	9/29/2025
10/1/2025	25-393	Rachael Schauer, rachschaer@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition to Hermantown Data Center Project	9/29/2025
10/1/2025	25-394	Nicole Sara Simpkins, simpkins.nicole@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on Proposed Data Center	9/29/2025
10/1/2025	25-395	Don Romano, romanod1405@gmail.com	Eric Johnson, Comm. Dev. Dir.	AUAR Date Center Project	9/29/2025
10/1/2025	25-396	Max Lemp, maxlemp95@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/29/2025
10/1/2025	25-397	David Erickson, erickson.dave@att.net	Eric Johnson, Comm. Dev. Dir.	Proposed Hermantown Industrial Data Center	9/29/2025
10/1/2025	25-398	Miri Karraker, mwkarraker@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Comment	9/29/2025
10/1/2025	25-399	Jaime Lehmann, jlehm0011@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/29/2025
10/1/2025	25-400	Travis Hinrichs, travishinrichs@gmail.com	Eric Johnson, Comm. Dev. Dir.	Reconsider Data Center	9/29/2025
10/1/2025	25-401	Al Johnson, aj.johnso2000@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment on Data Center	9/29/2025
10/1/2025	25-402	Mairwen Hershberber@mairwenschloe@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please No Data Centers!	9/29/2025
10/1/2025	25-403	Andrea Lahti, an.lahti1@gmail.com	Eric Johnson, Comm. Dev. Dir.	Disapproval of the Proposed Data Center	9/29/2025

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<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-404	Angela Scott, angela.niebolte@gmail.com	Wayne Boucher, Mayor	Data Center Concerns	9/29/2025
10/1/2025	25-405	Jenna Rogalla, jennarogalla@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposed to the Hermantown Data Center	9/29/2025
10/1/2025	25-406	Tori Philippi, tnphilippi@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center Public Comment	9/29/2025
10/1/2025	25-407	Victoria D'Amico, vdamico427@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Comments	9/29/2025
10/1/2025	25-408	Harry Redmann, lshharry@hotmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concerns	9/29/2025
10/1/2025	25-409	Ashton Linnun, thundersawesome@gmail.com	Eric Johnson, Comm. Dev. Dir.	No AI Data Center	9/29/2025
10/1/2025	25-410	Mitch Breit, mbreit983@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Proposal in Hermantown	9/29/2025
10/1/2025	25-411	Cora Knutson, aero1@runbox.com	Eric Johnson, Comm. Dev. Dir.	Potential Data Center in Hermantown	9/29/2025
10/1/2025	25-412	Jonia Whitney, joniawhitney@gmail.com	Eric Johnson, Comm. Dev. Dir.	No Data Center	9/29/2025
10/1/2025	25-413	Jess Langer, langer.m.jessica@gmail.com	Eric Johnson, Comm. Dev. Dir.	Public Comment: Proposed Data Center in Hermantown	9/29/2025
10/1/2025	25-414	Amy Kozak, amykozak14@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
10/1/2025	25-415	Burty Barto, jacobgbarto@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Proposition	9/29/2025
10/1/2025	25-416	Ann Russ, russ@boreal.org	Eric Johnson, Comm. Dev. Dir.	No to Call Center	9/29/2025
10/1/2025	25-417	Sarah Jorgenson-Hallberg, jorgenbergens@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Concerns From a Fellow Lake Superior Resident	9/29/2025
10/1/2025	25-418	Katy Bombard, katybombard97@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center in Hermantown	9/29/2025
10/1/2025	25-419	Nimisha Nagalia, nnagalia11@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposing the Data Center	9/29/2025

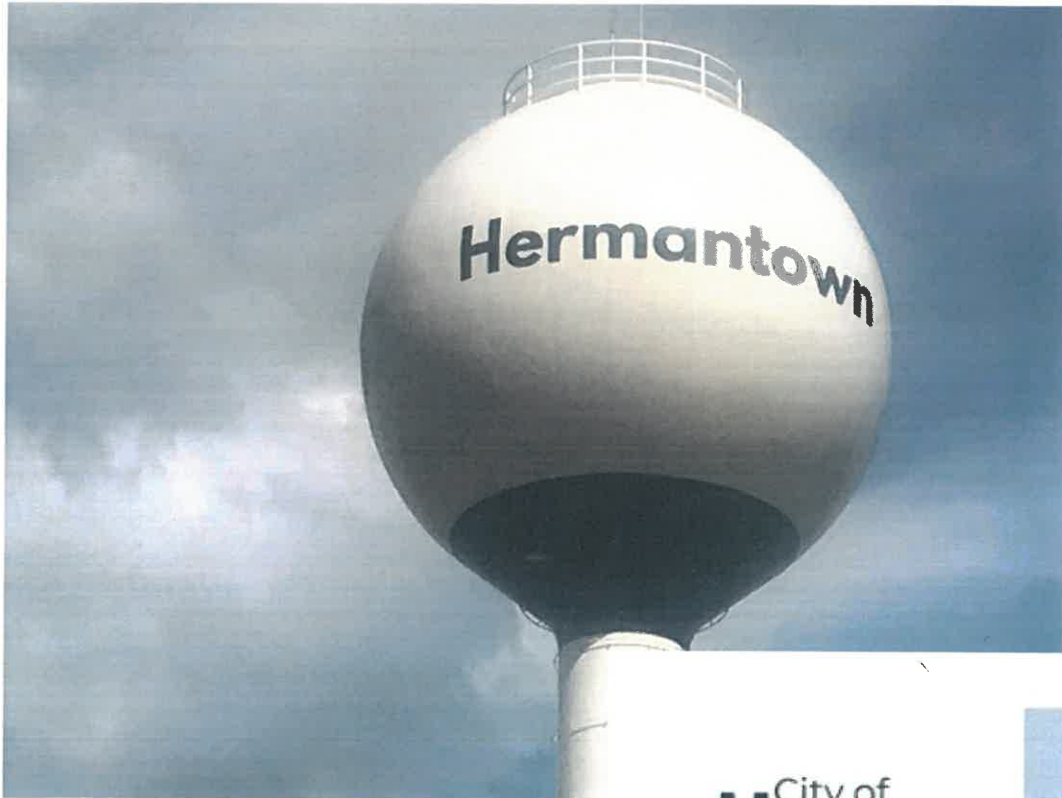
2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-420	Danielle Voight, daniellevoight@gmail.com	Eric Johnson, Comm. Dev. Dir.	Ugent Concerns Regarding Proposed Data Center	9/29/2025
10/1/2025	25-421	Emily Helgeson, ehelgeson@live.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/29/2025
10/1/2025	25-422	BK Bellefeuille, brittanykopy@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Comment	9/29/2025
10/1/2025	25-423	Emma Anderson, ande.emma.1989@gmail.com	Eric Johnson, Comm. Dev. Dir.	Put People First! - Comment on AUAR	9/29/2025
10/1/2025	25-424	Thomas Kane, t.e.kane23120@gmail.com	Eric Johnson, Comm. Dev. Dir.	AUAR For Data Center	9/29/2025
10/1/2025	25-425	Hannah Miller@hakateri@gmail.com	Eric Johnson, Comm. Dev. Dir.	In Opposition to Hermantown Data Center Plans	9/29/2025
10/1/2025	25-426	Jenny Z, jennyaz1141@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Wetlands	9/30/2025
10/1/2025	25-427	Katie LaPlant, katierebeccalaplant@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/30/2025
10/1/2025	25-428	Brandon Meland, brandon@andersonrealtymn.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project Concerns	9/30/2025
10/1/2025	25-429	Anissa Thompson, missanissalorraine@gmail.com	Eric Johnson, Comm. Dev. Dir.	Proposed Data Center	9/30/2025
10/1/2025	25-430	Tim, siirilabwca@gmail.com	Eric Johnson, Comm. Dev. Dir.	I Support the Data Center	9/30/2025
10/1/2025	25-431	Hailee Salander, hsalander25@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Proposal	9/30/2025
10/1/2025	25-432	Jacque Black, jblack1434@gmail.com	Eric Johnson, Comm. Dev. Dir.	Opposition of Proposed Development in Hermantown	9/30/2025
10/1/2025	25-433	Tess, tessadele17@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025
10/1/2025	25-444	Thomas Tonkin, thomas.tonkin9@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center	9/29/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
10/1/2025	25-445	Justin Silvis, justin.a.silvis@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please do Not Move Forward with the Proposed Data Center	9/29//2025
10/1/2025	25-446	Ken Fuelling, kfuelli3@gmail.com	Eric Johnson, Comm. Dev. Dir.	Ugent Concerns Regarding Proposed Data Center and Zoning Change in Hermantown	9/30/2025
10/1/2025	25-447	Hailey Online, heidenschink97@gmail.com	Eric Johnson, Comm. Dev. Dir.	Hermantown Data Center	9/30/2025
10/1/2025	25-448	Allison Hafften, allison.adam14@gmail.com	Eric Johnson, Comm. Dev. Dir., Councilor Peterson, Councilor Hjelle, Councilor LeBlanc, Councilor Geissler and Wayne Boucher, Mayor	Hermantown Alternative Urban Areaside Reivew Public Comments A. Haften	9/30/2025
10/1/2025	25-449	Taylor Johnson, tayanjohn@gmail.com	Eric Johnson, Comm. Dev. Dir.	Date Center Comment	9/30/2025
10/1/2025	25-450	Steph Myers, stephmyersmlis@gmail.com	Eric Johnson, Comm. Dev. Dir.	Comments Regarding Date Center Plan	9/30/2025
10/1/2025	25-451	Quinton Gessner, quinton.gessner@gmail.com	Eric Johnson, Comm. Dev. Dir.	Regarding the Hermantown Data Center Prject	9/30/2025
10/1/2025	25-452	Katie Beth Strand, katiebeth.strand@gmail.com	Eric Johnson, Comm. Dev. Dir.	Please Keep Data Centers Out of MN	9/30/2025
10/1/2025	25-453	Moriah Babneau, moriah.bebneau@gmail.com	Eric Johnson, Comm. Dev. Dir.	Data Center Project	9/30/2025
10/1/2025	25-454	Lonnah Royale	Eric Johnson, Comm. Dev. Dir.	Data Center	9/30/2025
10/1/2025	25-455	Alana Metz, metzl81@gmail.com	Eric Johnson, Comm. Dev. Dir.	No to AI Data Center	9/30/2025

City of Hermantown 2026 Preliminary Debt Service Budgets



City of
Hermantown
Minnesota

2026 Debt Service Budgets

- City has approx. \$51 million in bond debt
- Individual bonds expire between 2026 and 2045
- Annually the City pays approx. \$5.06 million to service our current debt
- Sales Tax and CRI Sales tax covers approx. 59% of the debt payments
- Tax Levy covers approx. 14% of debt payments
 - Tax levy usage in 2026 (2025 was 702,976)
 - Total = \$697,674
 - Fund 323 (Firehalls) = \$142,301
 - Fund 324 (Rose Road) = \$49,048
 - Fund 326 (2020 Road Plan) = \$59,528
 - Fund 328 (2021 Road Plan) = \$40,000
 - Fund 329 (2023 Road Plan) = \$103,154
 - Fund 330 (2024 Road Plan) = \$303,643
- City in planning stages of incurring additional debt in 2026 for: Birch Hills, Section 14, Hawkline

City of Hermantown Debt Service Budgets September 2025

Included in this booklet are the budget sheets for each of the debt services funds. (Funds numbered in the 300's).

Sales Tax (Fund 240) technically, is not a debt service fund, but a Special Revenue Fund. It is included in this budget booklet because the revenue is used primarily for debt service through transfers out of this fund to the various debt service funds as allowed per the statutes regarding the use of the sales tax revenue. Per the statutes, "The proceeds of the tax imposed under this section must be used to meet the costs of: (1) extending a sewer interceptor line; (2) construction of a booster pump station, reservoirs, and related improvements to the water system; (3) construction of a building containing a police and fire station and an administrative services facility; and (4) meet the costs of debt service payments for construction of the Hermantown Wellness Center. "The fourth authorized use was approved by the Legislature in 2017.

CRI Sales tax (Fund 242) is also not a debt service fund, but a Special Revenue Fund. It is included in this budget booklet because the revenue is used primarily for debt service through transfers out of this fund to the various debt service funds as allowed per the statutes regarding the use of the CRI sales tax revenue.

The City currently has thirteen bonds outstanding. (Funds 315,318,320, 322–331). Each fund represents a bond issued by the City for various projects.

Fund	Name	Original Principal	Interest Rate	Expires
315	2016B GO	5,055,000	1.35	2027
318	2016A GO	3,285,000	1.56	2030
320	2012A GO	2,500,000	1.93	2026
322	2014A GO	2,170,000	2.2	2028
323	2018A GO	2,035,000	3.2	2039
324	2018B GO	7,715,000	3.14	2039
325	2019A GO	8,845,000	3.14	2039
326	2020A GO	3,588,000	1.74	2036
327	2020B GO	3,915,000	1.83	2037
328	2021A GO	3,860,000	1.21	2037
329	2023A GO	1,505,000	3.56	2039
330	2024A GO	8,745,000	3.54	2044
331	2024B GO	16,225,000	3.57	2044
		<u>69,443,000</u>		

Each fund has a tab, and included for each fund are the following:

- Brief Description
- Revenues and Expenditures

Funds 315, 325, and 327 are funded 100% by sales tax.

Fund 350 is referred to as the Special Deficiency Fund. This fund accounts for accumulated resources to make debt payments when special assessments have been deferred.

No action is required at this time as these budgets are part of the overall budget that will be presented to the City Council for adoption in December, 2025.

Fund 240 - City Sales Tax Fund

Accounts for the City sales tax collected that is authorized by the Minnesota State Legislature to fund the construction of a city administrative services/public safety facility, Hermantown sewer trunk line and water infrastructure improvements. The Hermantown City Sales Tax rate was increased from .5% to 1%. Voters approved the increase in the 2012 General Election. Collections at the 1% rate were effective April 1, 2013. In 2017 the State Legislature approved extending the sales tax through December 2036 and added the ability to use the sales tax for a Wellness Center. Per the statutes, the proceeds of the tax imposed under this section must be used to meet the costs of: (1) extending a sewer interceptor line; (2) construction of a booster pump station, reservoirs, and related improvements to the water system; (3) construction of a building containing a police and fire station and an administrative services facility; and (4) meet the costs of debt service payments for construction of the Hermantown Wellness Center. (This fourth authorized use was approved by the Legislature in 2017)

<u>Fund</u>		<u>2026 Transfer for</u>
		<u>Debt Service</u>
315	2006A GO	48,807
318	2009A GO	153,907
320	2012A GO	0
322	2014A GO	65,000
324	2018B GO	519,921
325	2019A GO	647,095
327	2020B GO	294,998
Total		1,729,728

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240 City Sales Tax Fund

Account	2022	2023	2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
313100 City Sales Tax										
313100 City Sales Tax	3,935,659	4,100,957	3,591,066	2,305,350	3,700,000	62%	3,800,000		3,800,000	103%
Group:	3,935,659	4,100,957	3,591,066	2,305,350	3,700,000	62%	3,800,000	0	3,800,000	103%
318900 Total Other Tax Revenue										
318990 Other Tax Revenues	211,836	173,738	11,302			0 0%			0	0%
Group:	211,836	173,738	11,302			0 0%	0	0	0	0%
361100 Principal - Current										
361100 Principal - Current	4,410					0 0%			0	0%
361120 Principal - Prepaid	48,542					0 0%			0	0%
Group:	52,952					0 0%	0	0	0	0%
361200 Interest - Current										
361200 Interest - Current	2,118					0 0%			0	0%
Group:	2,118					0 0%	0	0	0	0%
362100 Investment Interest										
362100 Investment Interest	88,283	245,064	326,658	-21,767	50,000	-44%	75,000		75,000	150%
362160 Gain (Loss) on Sale of	-277,738	140,448	109,925			0 0%			0	0%
Group:	-189,455	385,512	436,583	-21,767	50,000	-44%	75,000	0	75,000	150%
Fund:	4,013,110	4,660,207	4,038,951	2,283,583	3,750,000	61%	3,875,000	0	3,875,000	103%

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240 City Sales Tax Fund

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		2022	2023	2024	2025	Budget 2025	Exp. 2025	Budget 26	Changes 26	Budget 26	Budget 26
413200	City Administrator										
720	Transfer Out	2,953,454	2,757,402				0 0%				0 0%
	Account:	2,953,454	2,757,402				0 ***%	0	0		0 0%
415300	Administration & Finance										
620	Fiscal Agent Fees				26,764		0 ***%				0 0%
	Account:				26,764		0 ***%	0	0		0 0%
431150	Street Improvements										
305	Engineer Fees		893				0 0%				0 0%
	Account:		893				0 ***%	0	0		0 0%
432500	Sewer Improvements										
550	Street Improvements					2,470,000	0%	2,537,941		2,537,941	103%
	Account:					2,470,000	0%	2,537,941	0	2,537,941	103%
432510	Trunk Sewer Construction										
304	Parcel Research Fees			300			0 0%				0 0%
305	Engineer Fees	10,859	146,858	21,735	33,190		0 ***%				0 0%
308	Legal Fees	1,131	3,570	39	600		0 ***%				0 0%
319	Contracted Services		18,263				0 0%				0 0%
351	Legal Notices Publishing		223		132		0 ***%				0 0%
510	Land Acquisition		15,000				0 0%				0 0%
530	Improvements Other Than B		1,417,522	74,566			0 0%				0 0%
	Account:	11,990	1,601,436	96,640	33,922		0 ***%	0	0		0 0%
433200	Water Tower										
305	Engineer Fees	35,173					0 0%				0 0%
530	Improvements Other Than B	442,594					0 0%				0 0%
	Account:	477,767					0 ***%	0	0		0 0%
433500	Water Improvements										
305	Engineer Fees		35,508	102,254	96,871		0 ***%				0 0%
308	Legal Fees			312	2,885		0 ***%				0 0%
319	Contracted Services		6,685	7,715			0 0%				0 0%
351	Legal Notices Publishing	281	165	116	173		0 ***%				0 0%
510	Land Acquisition				30,000		0 ***%				0 0%
530	Improvements Other Than B		111,989	161,238			0 0%				0 0%
580	Other Equipment	130,258	167,063	216,038			0 0%				0 0%
	Account:	130,539	321,410	487,673	129,929		0 ***%	0	0		0 0%
471000	Debt Service										
303	Banking Fees	220					0 0%				0 0%
720	Transfer Out			2,577,109		2,475,376	0%	1,729,728		1,729,728	70%
	Account:	220		2,577,109		2,475,376	0%	1,729,728	0	1,729,728	70%
Fund:		3,573,970	4,681,141	3,161,422	190,615	4,945,376	4%	4,267,669	0	4,267,669	86%

Fund 242 - City Sales Tax Fund – Community Recreation Initiative

Accounts for the ½ percent City sales tax collected that is authorized by the Minnesota State Legislature to fund the Community Recreation Initiative. Collections were effective April 1, 2023.

<u>Fund</u>		<u>2026 Transfer for</u>
		<u>Debt Service</u>
330	2024A GO	334,373
331	2024B GO	892,920
Total		1,227,293

Fund 315 –2016B G.O. Bonds

The Public Project Revenue Bonds, Series 2006A were issued in December of 2006 in the original amount of \$9,630,000, carry a net interest rate of 4.04% and mature in 2027. The bonds were used to refinance the Public Project Revenue Bonds, Series 1998 (Police/Fire Building) and to construct an administrative services addition to the public safety facility. The debt is being paid by city sales tax collections. No levy. In 2016, the bonds in fund 315 were refunded. The first payment on the new 2016B G.O. bonds was February 1, 2017. The new true interest rate is 1.353%. This saves the City future value savings in the amount of \$999,957. The debt is being paid by City sales tax collections.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	510,000	110,100	620,100
2021	530,000	94,500	624,500
2022	545,000	78,375	623,375
2023	560,000	61,800	621,800
2024	575,000	44,775	619,775
2025	595,000	27,225	622,225
2026	610,000	9,150	619,150
Total	3,925,000	425,925	4,350,925

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242 Community Recreation Sales Tax Fund

Account	2022	2023	2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
313100 City Sales Tax										
313100 City Sales Tax		1,594,498	1,795,533	1,152,675	1,850,000	62%	1,900,000		1,900,000	103%
Group:		1,594,498	1,795,533	1,152,675	1,850,000	62%	1,900,000	0	1,900,000	103%
336300 Other Grants & Aids										
336300 Other Grants & Aids					250,000	0%			0	0%
Group:					250,000	0%	0	0	0	0%
362100 Investment Interest										
362100 Investment Interest		18,982	117,873	-7,411	10,000	-74%	15,000		15,000	150%
362160 Gain (Loss) on Sale of		10,248	37,429		0	0%			0	0%
Group:		29,230	155,302	-7,411	10,000	-74%	15,000	0	15,000	150%
Fund:		1,623,728	1,950,835	1,145,264	2,110,000	54%	1,915,000	0	1,915,000	91%

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242 Community Recreation Sales Tax Fund

Account	Object	2022	2023	Actuals 2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
415300	Administration & Finance										
620	Fiscal Agent Fees				13,382	13,382	0 ***%			0	0%
	Account:				13,382	13,382	0 ***%	0	0	0	0%
471000	Debt Service										
720	Transfer Out					1,220,974	0%	1,227,293		1,227,293	101%
	Account:					1,220,974	0%	1,227,293	0	1,227,293	101%
	Fund:				13,382	1,220,974	1%	1,227,293	0	1,227,293	101%

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315 2016B 2006 Governmental Services Facility Bond (2016B)

Account	2022	2023	2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
392000										
392010 Transfers In	698,807	698,807	698,807		698,807	0%	48,807		48,807	7%
Group:	698,807	698,807	698,807		698,807	0%	48,807	0	48,807	7%
Fund:	698,807	698,807	698,807		698,807	0%	48,807	0	48,807	7%

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315 2016B 2006 Governmental Services Facility Bond (2016B)		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	2022	2023	2024	2025	Budget 2025	Exp. 2025	Budget 26	Changes 26	Budget 26	Budget 26
471000	Debt Service										
601	Bond Principal	545,000	560,000	575,000	595,000	595,000	100%	610,000		610,000	103%
611	Bond Interest	78,375	61,800	44,775	27,225	27,225	100%	9,150		9,150	34%
620	Fiscal Agent Fees	870	900	802	813	1,400	58%	1,400		1,400	100%
	Account:	624,245	622,700	620,577	623,038	623,625	100%	620,550	0	620,550	100%
	Fund:	624,245	622,700	620,577	623,038	623,625	100%	620,550	0	620,550	100%

Fund 318 –2016A G.O. Bonds

The General Obligation Improvement Bonds, Series 2009A were issued in December of 2009 in the original amount of \$5,515,000, carry a net interest rate of 3.48% and mature in 2030. The bonds were used for acquisition of the existing public works facility, construction of a new salt storage building, sewer improvements, and to refund the General Obligation Improvement Bonds, Series 2003A-(Fund 312), financing Public improvements; #305 water project, #413,406,408,415,421 and 429 sewer projects. The debt is being repaid by special assessments, property tax levy, city sales taxes, water fund, and sewer fund. These bonds were refunded and are now Series 2016A.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	365,000	55,050	420,050
2021	375,000	47,650	422,650
2022	380,000	40,100	420,100
2023	385,000	32,450	417,450
2024	400,000	24,600	424,600
2025	355,000	17,050	372,050
2026	140,000	12,100	152,100
2027	140,000	9,300	149,300
2028	140,000	6,500	146,500
2029	145,000	3,650	148,650
2030	110,000	1,100	111,100
Total	2,935,000	249,550	3,184,550

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318 2016A (2009A Bond - PW Salt Storage & Refinance 2003 Bonds)

Account	Actuals				Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
	2022	2023	2024	2025						
310100 Current Year Taxes										
310100 Current Year Taxes	78,636				0	0%			0	0%
Group:	78,636				0	0%	0	0	0	0%
310200 Delinquent Taxes										
310200 Delinquent Taxes	133	-42	132	70	0	***%			0	0%
Group:	133	-42	132	70	0	***%	0	0	0	0%
361100 Principal - Current										
361100 Principal - Current	94,465	99,062	83,612	12,147	26,165	46%	26,165		26,165	100%
361110 Principal - Delinquent	2,221		321		0	0%			0	0%
361120 Principal - Prepaid	1,400	41,614	46,484		0	0%			0	0%
361130 Principal - Deferred		10,398			0	0%			0	0%
Group:	98,086	151,074	130,417	12,147	26,165	46%	26,165	0	26,165	100%
361200 Interest - Current										
361200 Interest - Current	22,580	17,183	9,664		0	0%			0	0%
361210 Interest - Delinquent	219		713		0	0%			0	0%
Group:	22,799	17,183	10,377		0	0%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest	760	118	824	81	0	***%			0	0%
Group:	760	118	824	81	0	***%	0	0	0	0%
392000										
392010 Transfers In	215,923	216,623	217,223		217,723	0%	215,623		215,623	99%
Group:	215,923	216,623	217,223		217,723	0%	215,623	0	215,623	99%
Fund:	416,337	384,956	358,973	12,298	243,888	5%	241,788	0	241,788	99%

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318 2016A (2009A Bond - PW Salt Storage & Refinance 2003 Bonds)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	380,000	385,000	400,000	355,000	355,000	100%	140,000		140,000	39%
611	Bond Interest	40,100	32,450	24,600	17,050	17,050	100%	12,100		12,100	71%
620	Fiscal Agent Fees	870	900	802	813	1,400	58%	1,400		1,400	100%
	Account:	420,970	418,350	425,402	372,863	373,450	100%	153,500	0	153,500	41%
	Fund:	420,970	418,350	425,402	372,863	373,450	100%	153,500	0	153,500	41%

Fund 320 – 2012A G.O. Bonds

The General Obligation Improvement Bonds, Series 2012A were issued in July of 2012 in the amount of \$2,500,000, carry a net interest rate of 1.93% and mature in 2026. The bonds were used to refund the General Obligation Bonds, Series 2003B (Fund 313) on August 1, 2012 and the General Obligation Bonds, Series 2005A (Fund 314) on February 1, 2013. The debt is being repaid by special assessments and city sales taxes.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	155,000	23,931	178,931
2021	165,000	21,204	186,204
2022	170,000	17,935	187,935
2023	175,000	14,311	189,311
2024	175,000	10,505	185,505
2025	180,000	6,510	186,510
2026	185,000	2,220	187,220
Total	1,205,000	96,616	1,301,616

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320 2012A General Obligation Bonds

Account	Actuals				Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
	2022	2023	2024	2025						
361100 Principal - Current										
361100 Principal - Current	32,173	28,325	35,023	29,754	15,000	198%	742		742	5%
361110 Principal - Delinquent		4,893			0	0%			0	0%
361120 Principal - Prepaid	2,589				0	0%			0	0%
Group:	34,762	33,218	35,023	29,754	15,000	198%	742	0	742	5%
361200 Interest - Current										
361200 Interest - Current	8,275	6,310	4,483	54	0	***%			0	0%
Group:	8,275	6,310	4,483	54	0	***%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest	29	36	27	21	0	***%			0	0%
Group:	29	36	27	21	0	***%	0	0	0	0%
392000										
392010 Transfers In	197,539	197,539	197,539		97,539	0%			0	0%
Group:	197,539	197,539	197,539		97,539	0%	0	0	0	0%
Fund:	240,605	237,103	237,072	29,829	112,539	27%	742	0	742	1%

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320 2012A General Obligation Bonds

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	170,000	175,000	175,000	180,000	180,000	100%	185,000		185,000	103%
611	Bond Interest	17,935	14,311	10,505	6,510	6,510	100%	2,220		2,220	34%
620	Fiscal Agent Fees	870	900	802	813	1,400	58%	1,400		1,400	100%
	Account:	188,805	190,211	186,307	187,323	187,910	100%	188,620	0	188,620	100%
	Fund:	188,805	190,211	186,307	187,323	187,910	100%	188,620	0	188,620	100%

Fund 322 – 2014A G.O. Improvement Bonds

The General Obligation Improvement Bonds, Series 2014A were issued in December of 2014 in the amount of \$2,170,000, true interest cost of 2.207% and mature in 2028. The Bonds were used to refund the City's outstanding Series 2007A bonds and to crossover refund the City's outstanding Series 2007B Bonds for an interest cost savings. This debt is being repaid by special assessments, water, sewer, and sales tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	240,000	32,600	272,600
2021	235,000	27,850	262,850
2022	120,000	23,700	143,700
2023	125,000	20,025	145,025
2024	110,000	16,500	126,500
2025	115,000	13,125	128,125
2026	125,000	9,525	134,525
2027	125,000	5,775	130,775
2028	130,000	1,950	131,950
Total	1,325,000	151,050	1,476,050

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322 2014A General Obligation Improvement Bonds

Account	Actuals				Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
	2022	2023	2024	2025						
361100 Principal - Current										
361100 Principal - Current	42,730	35,988	37,394	23,679	25,000	95%	23,000		23,000	92%
361110 Principal - Delinquent	972		1,004		0	0%			0	0%
361120 Principal - Prepaid		31,150	52,993		0	0%			0	0%
Group:	43,702	67,138	91,391	23,679	25,000	95%	23,000	0	23,000	92%
361200 Interest - Current										
361200 Interest - Current	16,301	13,878	11,430		0	0%			0	0%
Group:	16,301	13,878	11,430		0	0%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest	160	81	231	16	0	***%			0	0%
Group:	160	81	231	16	0	***%	0	0	0	0%
392000										
392010 Transfers In	230,900	80,450	65,000		65,000	0%	65,000		65,000	100%
Group:	230,900	80,450	65,000		65,000	0%	65,000	0	65,000	100%
Fund:	291,063	161,547	168,052	23,695	90,000	26%	88,000	0	88,000	98%

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322 2014A General Obligation Improvement Bonds

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	120,000	125,000	110,000	115,000	115,000	100%	125,000		125,000	109%
611	Bond Interest	23,700	20,025	16,500	13,125	13,125	100%	9,525		9,525	73%
620	Fiscal Agent Fees	870	900	5,802	913	1,400	65%	1,400		1,400	100%
	Account:	144,570	145,925	132,302	129,038	129,525	100%	135,925	0	135,925	105%
	Fund:	144,570	145,925	132,302	129,038	129,525	100%	135,925	0	135,925	105%

Fund 323 2018A G.O. Bond – Fire halls #2 & #3

The General Obligation Improvement Bonds, Series 2018A were issued in April of 2018 in the amount of \$2,035,000, true interest cost of 3.20% and mature in 2039. The bonds were used to construct new Fire halls #2 and #3. The bonds will be repaid with property taxes.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	75,000	61,500	136,500
2021	75,000	59,250	134,250
2022	80,000	56,925	136,925
2023	80,000	54,525	134,525
2024	85,000	52,050	137,050
2025	85,000	49,500	134,500
2026	90,000	46,875	136,875
2027	90,000	44,175	134,175
2028	95,000	41,400	136,400
2029	100,000	38,475	138,475
2030	100,000	35,475	135,475
2031	105,000	32,400	137,400
2032	105,000	29,250	134,250
2033	110,000	25,956	135,956
2034	115,000	22,440	137,441
2035	115,000	18,776	133,776
2036	120,000	14,957	134,957
2037	125,000	10,975	135,975
2038	130,000	6,750	136,750
2039	135,000	2,278	137,278
Total	2,015,000	703,932	2,718,932

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323 2018A GO Bond (Firehalls #2 & #3)

Account	2022	2023	Actuals 2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
310100 Current Year Taxes	141,828	144,599	141,935	80,311	138,225	58%	135,525		135,525	98%
310100 Current Year Taxes	141,828	144,599	141,935	80,311	138,225	58%	135,525	0	135,525	98%
310200 Delinquent Taxes	155	-127	479	378	0	***%			0	0%
310200 Delinquent Taxes	155	-127	479	378	0	***%	0	0	0	0%
Fund:	141,983	144,472	142,414	80,689	138,225	58%	135,525	0	135,525	98%

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323 2018A GO Bond (Firehalls #2 & #3)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	80,000	80,000	85,000	85,000	85,000	100%	90,000		90,000	106%
611	Bond Interest	56,925	54,525	52,050	49,500	49,500	100%	46,875		46,875	95%
620	Fiscal Agent Fees	870	4,650	802	813	1,400	58%	1,400		1,400	100%
	Account:	137,795	139,175	137,852	135,313	135,900	100%	138,275	0	138,275	102%
	Fund:	137,795	139,175	137,852	135,313	135,900	100%	138,275	0	138,275	102%

Fund 324 2018B G.O. Bond – Essentia Wellness Center & Rose Rd Softball Fields

The General Obligation Improvement Bonds, Series 2018B were issued in August of 2018 in the amount of \$7,715,000, true interest cost of 3.14% and mature in 2039. The bonds were used to construct the Essentia Wellness Center and redo the Rose Road Softball complex. The Rose Road Softball complex component of bonds will be repaid with the property tax. The Essentia Wellness Center portion of the bonds will ultimately be paid with sales tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	150,000	264,475	414,475
2021	280,000	255,875	535,875
2022	290,000	244,475	534,475
2023	305,000	232,575	537,575
2024	320,000	220,075	540,075
2025	330,000	207,075	537,075
2026	340,000	193,675	533,675
2027	355,000	179,775	534,775
2028	375,000	165,175	540,175
2029	385,000	151,900	536,900
2030	395,000	140,200	535,200
2031	410,000	128,125	538,125
2032	425,000	115,600	540,600
2033	435,000	102,428	537,428
2034	450,000	88,600	538,600
2035	460,000	74,094	534,094
2036	480,000	58,819	538,819
2037	495,000	42,975	537,975
2038	510,000	26,325	536,325
2039	525,000	8,859	533,859
Total	7,715,000	2,901,100	10,616,100

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324 2018B GO Bond (Wellness Center & Rose Rd Softball)

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2022	2023	2024	2025	Budget 2025	Rec. 2025	Budget 26	Change 26	Budget 26	Budget 26
310100 Current Year Taxes										
310100 Current Year Taxes	48,395	52,594	51,340	27,838	47,912	58%	46,712		46,712	97%
Group:	48,395	52,594	51,340	27,838	47,912	58%	46,712	0	46,712	97%
310200 Delinquent Taxes										
310200 Delinquent Taxes	51	-43	169	132	0	***%			0	0%
Group:	51	-43	169	132	0	***%	0	0	0	0%
392000										
392010 Transfers In	522,231	520,971	519,291		517,191	0%	519,921		519,921	101%
Group:	522,231	520,971	519,291		517,191	0%	519,921	0	519,921	101%
Fund:	570,677	573,522	570,800	27,970	565,103	5%	566,633	0	566,633	100%

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324 2018B GO Bond (Wellness Center & Rose Rd Softball)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	290,000	305,000	320,000	330,000	330,000	100%	340,000		340,000	103%
611	Bond Interest	244,475	232,575	220,075	207,075	207,075	100%	193,675		193,675	94%
620	Fiscal Agent Fees	870	4,650	802	813	1,400	58%	1,400		1,400	100%
	Account:	535,345	542,225	540,877	537,888	538,475	100%	535,075	0	535,075	99%
	Fund:	535,345	542,225	540,877	537,888	538,475	100%	535,075	0	535,075	99%

Fund 325 2019A G.O. Bond – Essentia Wellness Center

The General Obligation Improvement Bonds, Series 2019A were issued in January of 2019 in the amount of \$8,845,000, true interest cost of 3.14% and mature in 2039. The bonds will be used to construct the Essentia Wellness Center. The bonds will ultimately be paid with sales tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	280,000	318,632	598,632
2021	305,000	304,007	609,007
2022	320,000	288,382	608,382
2023	340,000	273,581	613,581
2024	350,000	258,030	608,030
2025	370,000	240,031	610,031
2026	390,000	221,031	611,031
2027	405,000	201,155	606,155
2028	430,000	184,581	614,581
2029	440,000	171,532	611,532
2030	455,000	158,106	613,106
2031	465,000	144,305	609,305
2032	480,000	130,131	610,131
2033	495,000	115,507	610,507
2034	510,000	100,113	610,113
2035	525,000	83,940	608,940
2036	545,000	66,881	611,881
2037	560,000	48,926	608,926
2038	580,000	30,037	610,037
2039	600,000	10,125	610,125
Total	8,845,000	3,349,033	12,194,033

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325 2019A GO Bond (Wellness Center)

Account	2022	2023	Actuals 2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
392000										
392010 Transfers In	651,400	647,620	650,245		651,820	0%	647,095		647,095	99%
Group:	651,400	647,620	650,245		651,820	0%	647,095	0	647,095	99%
Fund:	651,400	647,620	650,245		651,820	0%	647,095	0	647,095	99%

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325 2019A GO Bond (Wellness Center)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	320,000	340,000	350,000	370,000	370,000	100%	390,000		390,000	105%
611	Bond Interest	288,381	273,581	258,031	240,031	240,031	100%	221,031		221,031	92%
620	Fiscal Agent Fees	870	900	3,302	813	1,400	58%	1,400		1,400	100%
	Account:	609,251	614,481	611,333	610,844	611,431	100%	612,431	0	612,431	100%
	Fund:	609,251	614,481	611,333	610,844	611,431	100%	612,431	0	612,431	100%

Fund 326 2020A G.O. Bond – Road Improvement and 2010A Refunding Bonds

The General Obligation Bonds, Series 2020A were issued in May 2020 for the construction of the 2020 Road Improvements in the City and to current refund the City's outstanding General Obligation Bonds, Series 2010A for an interest cost savings. The 2020A bonds were issued in the amount of \$3,585,000 and carry a true interest cost of 1.74%. The General Obligation Improvement Bonds, Series 2010A were issued in November of 2010 in the original amount of \$3,955,000. Those bonds were used to refund the General Obligation Utility Revenue Bonds, Series 2002- Fund 311, and to finance public improvements: water tower, #311,310 water projects, phase II sewer trunk line, #405,407,408,411,412,432 and 434 sewer projects. The 2020 Road Improvements portion of the bonds will be repaid with property taxes. The 2010A refunded portion of the debt will be repaid by special assessments, city sales taxes, sewer fund, and special deficiency.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	365,000	112,945	477,944.45
2022	500,000	77,350	577,350.00
2023	495,000	62,425	557,425.00
2024	165,000	52,525	217,525.00
2025	170,000	47,500	217,500.00
2026	175,000	42,325	217,325.00
2027	175,000	37,075	212,075.00
2028	180,000	31,750	211,750.00
2029	185,000	26,275	211,275.00
2030	185,000	21,650	206,650.00
2031	190,000	17,900	207,900.00
2032	150,000	14,500	164,450.00
2033	155,000	11,450	166,450.00
2034	155,000	8,350	163,350.00
2035	170,000	5,100	175,100.00
2036	170,000	1,700	171,700.00
Total	3,585,000	570,820	4,155,820

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326 2020A GO Bond (Road Plan & 2010A)

Account	Actuals				Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
	2022	2023	2024	2025						
310100 Current Year Taxes										
310100 Current Year Taxes	61,332	63,603	60,467	34,770	59,843	58%	56,693		56,693	95%
Group:	61,332	63,603	60,467	34,770	59,843	58%	56,693	0	56,693	95%
310200 Delinquent Taxes										
310200 Delinquent Taxes	84	-71	200	136	0	***%			0	0%
Group:	84	-71	200	136	0	***%	0	0	0	0%
361100 Principal - Current										
361100 Principal - Current	83,161	88,142	54,879	45,648	40,000	114%	38,000		38,000	95%
361110 Principal - Delinquent		5,037	4,072		0	0%			0	0%
361120 Principal - Prepaid	771	14,587	25,872		0	0%			0	0%
361130 Principal - Deferred	15,555				0	0%			0	0%
Group:	99,487	107,766	84,823	45,648	40,000	114%	38,000	0	38,000	95%
361200 Interest - Current										
361200 Interest - Current	36,802	32,534	26,644		0	0%			0	0%
361210 Interest - Delinquent		835	-78		0	0%			0	0%
Group:	36,802	33,369	26,566		0	0%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest	89	1,775	779	1,491	0	***%			0	0%
Group:	89	1,775	779	1,491	0	***%	0	0	0	0%
392000										
392010 Transfers In	297,945	297,000	41,055		40,110	0%	39,165		39,165	98%
Group:	297,945	297,000	41,055		40,110	0%	39,165	0	39,165	98%
Fund:	495,739	503,442	213,890	82,045	139,953	59%	133,858	0	133,858	96%

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326 2020A GO Bond (Road Plan & 2010A)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	500,000	495,000	165,000	170,000	170,000	100%	175,000		175,000	103%
611	Bond Interest	77,350	62,425	52,525	47,500	47,500	100%	42,325		42,325	89%
620	Fiscal Agent Fees	870	900	802	3,813	1,400	272%	1,400		1,400	100%
	Account:	578,220	558,325	218,327	221,313	218,900	101%	218,725	0	218,725	100%
	Fund:	578,220	558,325	218,327	221,313	218,900	101%	218,725	0	218,725	100%

Fund 327 2020B G.O. Bond – Section 24 Sewer Trunk line

The General Obligation Improvement Bonds, Series 2020B were issued in May of 2020 in the amount of \$3,915,000, carry a true interest cost of 1.82% and mature in 2037. The bonds will be used to finance the Section 24 Sewer Trunk line extension project. The bonds will be repaid with sales tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	-	22,926	22,926
2021	205,000	94,025	299,025
2022	190,000	88,100	278,100
2023	195,000	82,325	277,325
2024	200,000	76,400	276,400
2025	205,000	70,325	275,325
2026	210,000	64,100	276,400
2027	220,000	57,650	275,325
2028	225,000	50,975	274,100
2029	230,000	44,150	277,650
2030	240,000	38,300	275,975
2031	240,000	33,500	274,150
2032	245,000	28,650	278,300
2033	250,000	23,700	273,500
2034	255,000	18,650	273,650
2035	260,000	13,500	273,500
2036	270,000	8,200	278,200
2037	275,000	2,750	277,750
Total	3,915,000	818,226.39	4,733,226

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327 2020B GO Bond (Section 24 Sewer)

Account	2022	2023	Actuals 2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
392000										
392010 Transfers In	294,263	293,370	292,320		291,112	0%	294,998		294,998	101%
Group:	294,263	293,370	292,320		291,112	0%	294,998	0	294,998	101%
Fund:	294,263	293,370	292,320		291,112	0%	294,998	0	294,998	101%

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327 2020B GO Bond (Section 24 Sewer)

Account	Object	2022	2023	Actuals 2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	190,000	195,000	200,000	205,000	205,000	100%	210,000		210,000	102%
611	Bond Interest	88,100	82,325	76,400	70,325	70,325	100%	64,100		64,100	91%
620	Fiscal Agent Fees	870	900	802	3,813	1,400	272%	1,400		1,400	100%
	Account:	278,970	278,225	277,202	279,138	276,725	101%	275,500	0	275,500	100%
	Fund:	278,970	278,225	277,202	279,138	276,725	101%	275,500	0	275,500	100%

Fund 328 – 2021A G.O. Bond (Road Improvement and 2012B Refunding Bonds)

The General Obligation Bonds, Series 2021A were issued in April of 2021 in the amount of \$3,860,000, carry a true interest cost of 1.21% and mature in 2037. The bonds will be used to finance the 2021 Road Improvement Plan and to current refund the City's outstanding General Obligation Bonds, Series 2012B for an interest cost savings. The 2021 Road Improvements portion of the bonds will be repaid with property taxes, water fund and the stormwater fund. The 2012B refunded portion of the debt will be repaid by special assessments, sales taxes, and the special deficiency fund. (The General Obligation Improvement Bonds, Series 2012B were issued in September of 2012 in the amount of \$3,155,000, true interest cost of 2.2436% and would have matured in 2033. The bonds were used to finance Projects; #442 Sewer, #314 Miller Trunk Water and #432 Lavaque Sewer.)

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	150,000	82,003	199,726
2023	245,000	62,102	309,552
2024	250,000	57,152	309,652
2025	265,000	52,002	319,653
2026	270,000	46,652	319,352
2027	270,000	41,252	313,953
2028	280,000	35,752	318,553
2029	285,000	30,102	317,953
2030	295,000	24,302	322,252
2031	295,000	19,656	316,353
2032	300,000	16,085	317,960
2033	300,000	12,260	314,210
2034	275,000	8,385	285,310
2035	125,000	5,398	131,460
2036	125,000	3,273	129,335
2037	130,000	1,105	132,210
Total	3,860,000	497,484	4,357,484

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328 2021A GO Bond (Lavaque Junction & refund 2012B)

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2022	2023	2024	2025	Budget 2025	Rec. 2025	Budget 26	Change 26	Budget 26	Budget 26
310100 Current Year Taxes										
310100 Current Year Taxes	83,052	81,306	39,823	22,134	40,000	55%	38,095		38,095	95%
Group:	83,052	81,306	39,823	22,134	40,000	55%	38,095	0	38,095	95%
310200 Delinquent Taxes										
310200 Delinquent Taxes		-34	226	102	0	***%			0	0%
Group:		-34	226	102	0	***%	0	0	0	0%
361100 Principal - Current										
361100 Principal - Current	70,595	75,096	77,292	69,552	60,000	116%	90,000		90,000	150%
361110 Principal - Delinquent		1,779	84		0	0%			0	0%
361120 Principal - Prepaid	12,846	31,739	8,230		0	0%			0	0%
Group:	83,441	108,614	85,606	69,552	60,000	116%	90,000	0	90,000	150%
361200 Interest - Current										
361200 Interest - Current	50,678	47,377	43,303		0	0%			0	0%
361210 Interest - Delinquent		242			0	0%			0	0%
Group:	50,678	47,619	43,303		0	0%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest	225	384	318	44	0	***%			0	0%
Group:	225	384	318	44	0	***%	0	0	0	0%
392000										
392010 Transfers In	43,230	14,340	19,090		18,790	0%	18,490		18,490	98%
Group:	43,230	14,340	19,090		18,790	0%	18,490	0	18,490	98%
Fund:	260,626	252,229	188,366	91,832	118,790	77%	146,585	0	146,585	123%

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328 2021A GO Bond (Lavaque Junction & refund 2012B)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal	150,000	245,000	250,000	265,000	265,000	100%	270,000		270,000	102%
611	Bond Interest	82,002	62,103	57,153	52,003	52,003	100%	46,653		46,653	90%
620	Fiscal Agent Fees	870	900	802	813	1,400	58%	1,400		1,400	100%
	Account:	232,872	308,003	307,955	317,816	318,403	100%	318,053	0	318,053	100%
	Fund:	232,872	308,003	307,955	317,816	318,403	100%	318,053	0	318,053	100%

Fund 329 2023A G.O. Bond – Road Improvement

The General Obligation Improvement Bonds, Series 2023A were issued in June of 2023 in the amount of \$1,505,000, carry a true interest cost of 3.56% and mature in 2039. The bonds will be used to finance the 2023 Road Improvement Plan. The bonds will be repaid with property taxes and assessments.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	-	40,150	40,150
2025	70,000	66,000	136,000
2026	75,000	62,500	137,500
2027	80,000	58,750	138,750
2028	85,000	54,750	139,750
2029	85,000	50,500	135,500
2030	90,000	46,250	136,250
2031	95,000	41,750	136,750
2032	100,000	37,000	137,000
2033	105,000	33,000	138,000
2034	110,000	28,800	138,800
2035	115,000	24,400	139,400
2036	120,000	19,800	139,800
2037	120,000	15,000	135,000
2038	125,000	10,200	135,200
2039	130,000	5,200	135,200
Total	1,505,000	594,050	2,099,050

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329 2023A GO Bond (Richard Lingren)

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2022	2023	2024	2025	Budget 2025	Rec. 2025	Budget 26	Change 26	Budget 26	Budget 26
310100 Current Year Taxes										
310100 Current Year Taxes			99,823	56,354	96,991	58%	98,242		98,242	101%
Group:			99,823	56,354	96,991	58%	98,242	0	98,242	101%
310200 Delinquent Taxes										
310200 Delinquent Taxes				165	0	***%			0	0%
Group:				165	0	***%	0	0	0	0%
361100 Principal - Current										
361100 Principal - Current			18,778	25,810	33,818	76%	33,818		33,818	100%
361120 Principal - Prepaid			58,502		0	0%			0	0%
Group:			77,280	25,810	33,818	76%	33,818	0	33,818	100%
361200 Interest - Current										
361200 Interest - Current			15,040		0	0%			0	0%
Group:			15,040		0	0%	0	0	0	0%
361300 Penalties & Interest										
361300 Penalties & Interest			65		0	0%			0	0%
Group:			65		0	0%	0	0	0	0%
393100 Bond Issuance										
393100 Bond Issuance		40,150			0	0%			0	0%
Group:		40,150			0	0%	0	0	0	0%
Fund:		40,150	192,208	82,329	130,809	63%	132,060	0	132,060	101%

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329 2023A GO Bond (Richard Lingren)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal				70,000	70,000	100%	75,000		75,000	107%
611	Bond Interest			73,150	64,250	64,250	100%	60,625		60,625	94%
620	Fiscal Agent Fees			802	813	1,400	58%	1,400		1,400	100%
	Account:			73,952	135,063	135,650	100%	137,025	0	137,025	101%
	Fund:			73,952	135,063	135,650	100%	137,025	0	137,025	101%

Fund 330 2024A G.O. Bond – Road Improvement & Fitchner Field

The General Obligation Improvement Bonds, Series 2024A were issued in July of 2024 in the amount of \$8,745,000, carry a true interest cost of 3.54% and mature in 2034. The bonds will be used to finance the 2024 Road Improvement Plan and Fitchner Field. The bonds will be repaid with property taxes, assessments, fundraising, and Community Recreation Sales Tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	-	452,537	452,537
2026	350,000	410,050	760,050
2027	370,000	392,050	762,050
2028	390,000	373,050	763,050
2029	405,000	353,175	758,175
2030	425,000	332,425	757,425
2031	450,000	310,550	760,550
2032	470,000	287,550	757,550
2033	495,000	263,425	758,425
2034	520,000	238,050	758,050
2035	550,000	211,300	761,300
2036	575,000	183,175	758,175
2037	605,000	153,675	758,675
2038	635,000	122,675	757,675
2039	660,000	90,300	750,300
2040	700,000	59,800	759,800
2041	270,000	40,400	310,400
2042	280,000	29,400	309,400
2043	290,000	18,000	308,000
2044	305,000	6,100	311,100
Total	8,745,000	4,327,687	13,072,687

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330 2024A GO Bond (Hermantown Road and Fitchner Field)

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2022	2023	2024	2025	Budget	Rec.	Budget	Change	Budget	Budget
					2025	2025	26	26	26	26
310100 Current Year Taxes										
310100 Current Year Taxes				167,585	288,433	58%	289,184		289,184	100%
Group:				167,585	288,433	58%	289,184	0	289,184	100%
361100 Principal - Current										
361100 Principal - Current					98,000	0%	98,297		98,297	100%
Group:					98,000	0%	98,297	0	98,297	100%
362300 Donations										
362300 Donations					75,390	0%	73,553		73,553	98%
Group:					75,390	0%	73,553	0	73,553	98%
362900 Flex Plan Revenue Over/Short										
362999 Naming Rights Income				750,000		0 ***%			0	0%
Group:				750,000		0 ***%	0	0	0	0%
392000										
392010 Transfers In					330,698	0%	504,373		504,373	153%
Group:					330,698	0%	504,373	0	504,373	153%
393100 Bond Issuance										
393100 Bond Issuance				135,763		0 0%			0	0%
Group:				135,763		0 0%	0	0	0	0%
Fund:				135,763	917,585	792,521 116%	965,407	0	965,407	122%

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330 2024A GO Bond (Hermantown Road and Fitchner Field)

Account	Object	2022	2023	2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal					0	0%	350,000		350,000	*****%
611	Bond Interest				452,537	452,537	100%	410,050		410,050	91%
620	Fiscal Agent Fees			327	813	1,400	58%	1,400		1,400	100%
	Account:			327	453,350	453,937	100%	761,450	0	761,450	168%
	Fund:			327	453,350	453,937	100%	761,450	0	761,450	168% %

Fund 331 2024B G.O. Bond – Hockey Arena Expansion

The General Obligation Improvement Bonds, Series 2024B were issued in September of 2024 in the amount of \$16,225,000, carry a true interest cost of 3.57% and mature in 2044. The bonds will be used to finance the expansion of the Hermantown Hockey Arena. The bonds will be repaid with fundraising and Community Recreation Sales Tax.

Amortization Schedule

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	-	-	-
2025	-	587,706	587,706
2026	340,000	642,200	982,200
2027	620,000	623,000	1,243,900
2028	645,000	597,700	1,243,600
2029	670,000	571,400	1,242,300
2030	695,000	544,100	1,240,000
2031	725,000	515,700	1,241,600
2032	750,000	486,200	1,237,100
2033	785,000	455,500	1,241,400
2034	820,000	423,400	1,244,300
2035	850,000	390,000	1,240,900
2036	880,000	355,400	1,236,300
2037	915,000	319,500	1,235,400
2038	950,000	282,200	1,233,100
2039	990,000	243,400	1,234,300
2040	1,035,000	202,900	1,238,800
2041	1,070,000	160,800	1,231,700
2042	1,115,000	117,100	1,233,000
2043	1,160,000	71,600	1,232,500
2044	1,210,000	24,200	1,235,100
Total	16,225,000	7,614,006	23,839,006

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331 2024B GO Bond (Hockey Arena)

Account	2022	2023	2024	2025	Current Budget 2025	% Rec. 2025	Prelim. Budget 26	Budget Change 26	Final Budget 26	% Old Budget 26
334900										
334999 Other State Grants & Aids				7,351,284		0 ***%			0	0%
Group:				7,351,284		0 ***%	0	0	0	0%
362300 Donations										
362300 Donations					424,540	0%	350,250		350,250	83%
Group:					424,540	0%	350,250	0	350,250	83%
362900 Flex Plan Revenue Over/Short										
362999 Naming Rights Income			325,000	150,000		0 ***%	75,000		75,000	*****%
Group:			325,000	150,000		0 ***%	75,000	0	75,000	*****%
392000										
392010 Transfers In					890,276	0%	892,920		892,920	100%
Group:					890,276	0%	892,920	0	892,920	100%
Fund:			325,000	7,501,284	1,314,816	571%	1,318,170	0	1,318,170	100%

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331 2024B GO Bond (Hockey Arena)

Account	Object	2022	2023	Actuals 2024	2025	Current Budget 2025	% Exp. 2025	Prelim. Budget 26	Budget Changes 26	Final Budget 26	% Old Budget 26
471000	Debt Service										
601	Bond Principal						0	0%	340,000	340,000	*****%
611	Bond Interest				587,706	587,706	100%	642,200		642,200	109%
620	Fiscal Agent Fees			327	813	1,400	58%	1,400		1,400	100%
	Account:			327	588,519	589,106	100%	983,600	0	983,600	167%
	Fund:			327	588,519	589,106	100%	983,600	0	983,600	167%
											%

CITY OF HERMANTOWN

City Council Meeting

September 15, 2025

6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

CITY STAFF: Joe Wicklund, Assistant City Administrator; Trish Crego, Utility & Infrastructure Director; Lindsay Townsend, Utility Billing Clerk; Gunnar Johnson, City Attorney

VISITORS: 1

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**
7. **PRESENTATIONS**
 - A. **Hermantown Road Assessment Objection Process**

Trish Crego, Utility and Infrastructure Director
(Pre-Agenda Only)
 - B. **EWC Expansion Update**

Joe Wicklund, Assistant City Administrator
(Pre-Agenda Only)
8. **PUBLIC DISCUSSION**
9. **MOTIONS**
10. **CONSENT AGENDA**

- A. **Minutes** - Approval or correction of September 2, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from September 1, 2025 through September 15, 2025 in the amount of \$1,834,063.12

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

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

12. **RESOLUTIONS**

- A. **2025-142 Resolution Directing Preparation of Assessment Roll for Delinquent Utility Charges**

(motion, roll call)

Motion to approve 2025-142 Resolution Directing Preparation of Assessment Roll for Delinquent Utility Charges. This motion, made by Councilor Peterson and seconded by Councilor Geissler, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

- B. **2025-143 Resolution Accepting Quote From Northwoods Sodding, Inc. For Improvements At Fichtner Park In The Amount Of \$45,509.82**

(motion, roll call)

Motion to approve 2025-143 Resolution Accepting Quote From Northwoods Sodding, Inc. For Improvements At Fichtner Park In The Amount Of \$45,509.82 . This motion, made by Councilor LeBlanc and seconded by Councilor Peterson, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. **2025-144 Resolution Accepting Quote From JMF Construction Inc. For Improvements At Fichtner Park In The Amount Of \$79,027.53**

(motion, roll call)

Motion to approve 2025-144 Resolution Accepting Quote From JMF Construction Inc. For Improvements At Fichtner Park In The Amount Of \$79,027.53. This motion, made by Councilor Geissler and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

D. **2025-145 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Cooperative Agreement Between St. Louis County And The City Of Hermantown For 2026 Crack Sealing CP 0000-725969**

(motion, roll call)

Motion to approve 2025-145 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Cooperative Agreement Between St. Louis County And The City Of Hermantown For 2026 Crack Sealing CP 0000-725969. This motion, made by Councilor Hjelle and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

E. **2025-146 Resolution Approving Wage Increase For The City Administrator**

(motion, roll call)

Motion to approve 2025-145 Resolution Approving Wage Increase For The City Administrator. This motion, made by Councilor Geissler and seconded by Councilor Peterson, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 6:41 p.m. This motion, made by Councilor LeBlanc and seconded by Councilor Hjelle, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #72475-72513
09/16/2025 - 09/30/2025

PAYROLL CHECKS

Electronic Checks - #-63714-63760 \$115,114.78

Electronic Checks - #-63679-63707 \$23,484.99

LIABILITY CHECKS

Electronic Checks - #-63708-63713 \$88,387.51

Electronic Checks - #-63675-63678 \$5,688.69

Checks - #72475-72479 \$4,656.00

PAYROLL EXPENSE TOTAL \$237,331.97

ACCOUNTS PAYABLE

Checks - #72480-72513 \$210,375.24

Electronic Payments #-97794-97807 \$431,673.07

ACCOUNTS PAYABLE TOTAL \$642,048.31

TOTAL \$879,380.28

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300i	103.55	-97807
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	48.11	-97806
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	157.78	-97806
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	399.93	-97806
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	368.67	-97806
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	193.18	-97806
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.78	-97806
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,515.16	-97806
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Aug 2025 Water Charges	130,728.22	-97805
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Sept	2,752.89	-97804
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - 08	24.71	-97804
605	431160	Street Lighting	MN POWER	Overhead St Lights (33 @ \$10.2	477.05	-97803
605	431160	Street Lighting	MN POWER	Street Lights	473.19	-97803
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,489.30	-97803
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	102.30	-97803
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	22.84	-97803
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	2,230.87	-97803
601	494400	Water Administration and General	MN POWER	Water	518.66	-97803
230	465100	HEDA	MN POWER	3715 Johnson Rd	12.76	-97803
101	452100	Parks	MN POWER	Parks	1,120.94	-97803
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	199.52	-97803
101	431901	City Garage	MN POWER	4971 Lightning Dr	332.53	-97803
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	77.14	-97803
275	452200	Community Building	MN POWER	EWC Garage	28.37	-97803
605	431160	Street Lighting	MN POWER	Street Lights	385.01	-97803
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	20.61	-97803
605	431160	Street Lighting	MN POWER	Street Lights	399.13	-97803
275	452200	Community Building	MN POWER	EWC Garage	16,871.31	-97803
602	494900	Sewer Administration and General	MN POWER	Sewer	552.81	-97803
605	431160	Street Lighting	MN POWER	Street Lights	736.34	-97803
605	431160	Street Lighting	MN POWER	Traffic Lights	805.55	-97803
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	133.00	-97803
101	452200	Community Building	MN POWER	Community Bldg	695.73	-97803
101	422100	Fire Administration	HEIMAN FIRE EQUIPMENT	Bunker Name Tapes	438.34	-97802
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Ribbon/Post It	17.01	-97801
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Pencils/Markers/Calendar/Note	217.06	-97801
101	415300	Administration & Finance	PITNEY BOWES GLOBAL FINANCIAL SVCS	Quarterly Postage Meter Lease	295.29	-97800
475	431150	Street Improvements	NORTHLAND CONSTRUCTORS OF DULUTH, INC.	Hermantown Road and Old Midway	248,364.47	-97799

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	SYMBOLARTS	PD Patches	522.50	-97798
101	419901	City Hall & Police Building Maintenance	MIDWEST MACHINERY CO, INC.	Service Lawn Mower - CH	690.08	-97797
232	465100	HEDA	GEI CONSULTANTS, INC.	Hermantown PID - Birch Hills	5,000.00	-97796
101	431901	City Garage	MENARD INC	Bushing for San Vent	6.18	-97795
101	452100	Parks	MENARD INC	Contractor Bags	29.98	-97795
101	422100	Fire Administration	MENARD INC	Webbing	21.94	-97795
101	422100	Fire Administration	MENARD INC	Screen Cleaner	13.77	-97795
101	431901	City Garage	MENARD INC	PVC Sanitary Vent Parts	40.87	-97795
601	494300	Water Distribution	MENARD INC	Ball Valve	9.39	-97795
601	494300	Water Distribution	MENARD INC	Water Pressure Test Parts	19.46	-97795
101	419901	City Hall & Police Building Maintenance	MENARD INC	Repair Training Center Equip.	45.99	-97795
101	431901	City Garage	MENARD INC	Bench Grinder	144.89	-97795
101	419901	City Hall & Police Building Maintenance	MENARD INC	Mouse Traps	5.97	-97795
101	431100	Street Department	MENARD INC	Tools - H9	145.15	-97795
101	419901	City Hall & Police Building Maintenance	MENARD INC	Repair Training Center Equip	37.47	-97795
101	212200	Credit Card Payable	FIRST BANKCARD	SHIPPING	22.85	-97794
101	421100	Police Administration	FIRST BANKCARD	Crace Ray Allen MFG Credit Car	-253.95	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	OFFICE SUPPLIES	16.38	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	WLSSD DUMP	17.22	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	MN STATE FIRE DEPT ASSN CONF	519.70	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	ICLOUD W 50GB MONTHLY	0.99	-97794
101	421100	Police Administration	FIRST BANKCARD	Refund Ross CC stmt 08/20/2025	-234.68	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	AICPA MEMBERSHIP- ORME	355.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	COURSE REGISTRATION FEE- SJOHN	95.00	-97794
601	212200	Credit Card Payable	FIRST BANKCARD	DRINKS FOR WATER BREAK	33.92	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	DOG SLEEVE	360.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	PROPANE TANK	25.02	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	SIGNAL BOOSTING ANTENNA	489.99	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	COURSE REGISTRATION FEE	1,250.00	-97794
602	212200	Credit Card Payable	FIRST BANKCARD	ACROBAT PRO	10.88	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	BCA TRAINING	300.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	FUEL RESCUE 1	46.07	-97794
601	212200	Credit Card Payable	FIRST BANKCARD	MEAL FOR WATER BREAK	117.27	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	CHARGING CABLES	23.97	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	NNO PIZZA	399.50	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	GLOCK TRAINING	300.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	BCA TRAINING	300.00	-97794
101	362430	Refund & Reimbursement	FIRST BANKCARD	Ross 08/20/2025 Cash Back	-25.00	-97794

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	ANNUAL MEMBERSHIP FEE IIMC	195.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	DOG COLLAR	54.52	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	BCA TRAINING	300.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	BCA TRAINING	300.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch ICC Digital Codes	20.58	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	NNO FOOD	184.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	K9 PICKUP LUNCH	11.23	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	FENCE CLAMPS	29.39	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	OVERLIMIT FEE ENRIGHT	39.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	CANDY SUMMERFEST & NNO	113.76	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	FOOD FOR BURN	164.97	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	IPAD CASE	181.53	-97794
601	212200	Credit Card Payable	FIRST BANKCARD	ACROBAT PRO	10.88	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	GLOCK TRAINING	300.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	FUEL SQUAD 17	45.30	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	NNO RENTAL	902.00	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	NNO SUPPLIES	697.24	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	34.96	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	FUEL ENGINE 1	76.55	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch ICC Digital Codes	11.60	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	CRACE FLEET FARM	251.98	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HOLMES FLEET FARM	106.93	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	31.34	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	40.96	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HOLMES GRAINGER	51.84	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Fleet Farm	49.99	-97794
601	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	5.48	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch SAM'S	89.98	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	55.85	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	GOTTSCHALD RAISING CANE'S	41.16	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	77.66	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	16.45	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	GOTTSCHALD NOODLES&CO	8.38	-97794
602	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	5.48	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HOLMES DOLI	100.00	-97794
232	212200	Credit Card Payable	FIRST BANKCARD	APPLIANCE DISPOSAL	59.23	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	KNAPP AMAZON	141.50	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	17.04	-97794

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	HEINBUCH SAM'S	116.57	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	GOTTSCHALD PETSMART	267.92	-97794
101	212200	Credit Card Payable	FIRST BANKCARD	KNAPP AMAZON	101.94	-97794
101	431100	Street Department	ACME TOOLS	Shovels	149.97	72480
101	422100	Fire Administration	ALEX AIR APPARATUS 2, LLC	Air Tank Parts	150.00	72481
232	465100	HEDA	ALTA LAND SURVEY CO INC	Topographic Mapping - Birch Hi	10,015.00	72482
101	421100	Police Administration	ANGEL ARMOR	Vest - Kostiuik	2,008.00	72483
602	494500	Sewer Maintenance	BATTERIES PLUS BULBS	Lift Station Batteries	1,002.15	72484
602	494500	Sewer Maintenance	BATTERIES PLUS BULBS	SCADA Batteries	45.90	72484
601	494300	Water Distribution	BENSON ELECTRIC COMPANY	Conduit & Wires - Water Towers	3,389.70	72485
601	494300	Water Distribution	BJONSKAAS, ARON	Mileage Reimbursement - Water	93.03	72486
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72487
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	107.46	72487
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.48	72487
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	93.19	72487
101	419901	City Hall & Police Building Maintenance	COLLINS ROOFING AND SHEET METAL	PW Roof	105,089.84	72488
601	494300	Water Distribution	CORE & MAIN LP	Power Cable for Meter Reader	375.35	72489
101	415300	Administration & Finance	COSTCO MEMBERSHIP	Membership	195.00	72490
101	431100	Street Department	CRAFCO, INC.	Mastic One Meltable Packaging	1,775.00	72491
601	494400	Water Administration and General	CUSTOMER ELATION INC	08/26/25 - 09/22/25 Answering	37.07	72492
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	08/26/25 - 09/22/25 Answering	24.72	72492
101	415300	Administration & Finance	DOCUSIGN, INC.	IAM Professional 08/2025 - 26	2,053.34	72493
602	494500	Sewer Maintenance	DOCUSIGN, INC.	IAM Professional 08/2025 - 26	1,026.68	72493
601	494300	Water Distribution	DOCUSIGN, INC.	IAM Professional 08/2025 - 26	1,026.68	72493
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Pipe Gaskets	420.00	72494
101	419901	City Hall & Police Building Maintenance	HEINBUCH, GREG	Work Boots	274.25	72495
415	465200	Community Development	HERMANTOWN ISD #700	Hockey Arena Network Hardware	25,498.68	72496
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Ordinance 2025-15	74.25	72497
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Sep 2, 2025 Minutes	123.75	72497
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Ordinance 2025-14	49.50	72497
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Ordinance 2025-16	74.25	72497
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	Thermostat Line for broken the	23.86	72498
415	465200	Community Development	KFI ENGINEERS	Northstar Ford Arena	1,078.00	72499
603	441100	Storm Water	KTM PAVING INC	Patching - Getchell Rd	9,061.17	72500
601	494300	Water Distribution	MAYO CONCRETE SAWING SERVICES, INC.	Saw Cutting @ Getchell Rd & Do	650.00	72501
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Collection Syst Op-Bjonskaas	23.00	72502
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Collection Syst Op-LaFave	23.00	72502
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Collection Syst Op-Youngren	23.00	72502

9/29/2025

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	MOTOROLA SOLUTIONS, INC.	Portable Radio - PD	13,605.60	72503
101	431100	Street Department	NAPA AUTO PARTS	Anti-Seize	23.88	72504
101	431100	Street Department	NAPA AUTO PARTS	Wiper Blades	111.96	72504
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	300.00	72505
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material/Dum	1,099.00	72506
240	433500	Water Improvements	SHORT ELLIOTT HENDRICKSON INC	HERMT Water Meter Station	1,095.38	72507
232	465100	HEDA	SHORT ELLIOTT HENDRICKSON INC	Birch Hills Neighborhood Devel	23,736.00	72507
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Hermantown Boundary Sign	840.00	72508
412	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Easement - Samberg	132.00	72509
101	421100	Police Administration	STREICHER'S	Duty Gear - Kostiuk	65.00	72510
101	421100	Police Administration	STREICHER'S	Projectiles INERT Powder	333.00	72510
251	421100	Police Administration	SUPERIOR RENTAL PROPERTIES INC	K-9 Kennel Roof	2,000.00	72511
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Aug 24	173.25	72512
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - 24 GMC Yukon	114.89	72513
101	421100	Police Administration	TROY'S SERVICE CENTER	Wiper Blade - SQD 14	49.98	72513
101	421100	Police Administration	TROY'S SERVICE CENTER	AC Hook UP - SQD 14	409.22	72513
101	421100	Police Administration	TROY'S SERVICE CENTER	Windshield Wiper Repair/Oil &	203.89	72513

Totals: 169 records printed

642,048.31

CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Amendment to City Zoning Map

☐ **RESOLUTION:** ☒ **ORDINANCE:** 2025-17 ☐ **OTHER:**

REQUESTED ACTION

Conduct a first reading for the rezoning of 17 parcels totaling 220.27-acres located in the SW quadrant of Morris Thomas Road and Midway Road and including parcels 395-0010-09135, 395-0010-09130, 395-0010-09131, 395-0010-09080, 395-0010-09095, 395-0010-09150, 395-0010-09090, 395-0010-09155, 395-0010-09161, 395-0010-09160, 395-0010-09300, 395-0010-09302, 395-0010-09140, 395-0010-09310, 395-0010-09320, 395-0010-09330, 395-0010-09340 from S-1, Suburban BLM, Business and Light Manufacturing.

DESCRIPTION OF REQUEST:

Harmony Group, LLC (Applicant) is requesting that 17 parcels of land totaling 220.27 acres be rezoned from S-1, Suburban to BLM, Business and Light Manufacturing. These parcels are within a quadrant of the City which has been identified in the City's Comprehensive Plan Update for Business and Light Manufacturing.

SITE DATA

Address:	395-0010-09135, 395-0010-09130, 395-0010-09131, 395-0010-09080, 395-0010-09095, 395-0010-09150, 395-0010-09090, 395-0010-09155, 395-0010-09161, 395-0010-09160, 395-0010-09300, 395-0010-09302, 395-0010-09140, 395-0010-09310, 395-0010-09320, 395-0010-09330, 395-0010-09340
Comprehensive Plan:	Business and Light Manufacturing
Zoning:	S-1, Suburban
Lot Size:	220.27 acres total
Wetlands:	Yes, wetland delineation has been completed
Shoreland Overlay:	N/A
Airport Zoning:	No

BACKGROUND

The City of Hermantown updated its Comprehensive Plan in April 2025. As part of that work, the City expanded the BLM, Business and Light Manufacturing zoning district in the SW area of the City. The Comprehensive Plan Update, envisions this quadrant of the City with its access to County Road 13, MN State Highway 2 and rail be guided towards Business and Light Manufacturing.

In April 2025, the City rezoned 14 parcels either owned by Allete or Rendfield Land Company from S-1, Suburban to BLM, Business and Light Manufacturing. These 14 parcels primary use is utility based business and the rezoning aligns these parcels with the Comprehensive Plan Update. Although public utility services are a permitted use in the S-1, Suburban zoning district (existing Allete substation), the use does not align with the previous S-1, Suburban zoning. In order to align with the Comprehensive Plan Update, the City rezoned the 14 parcels to BLM, Business and Light Manufacturing which more accurately describes the nature of the parcels.

Harmony Group, LLC (Applicant) is requesting that 17 parcels of land totaling 220.27 acres be rezoned from S-1, Suburban to BLM, Business and Light Manufacturing. These parcels directly abut the previously rezoned 14 parcels as well as an existing 6 parcels located in the SW intersection of Morris Thomas Road and Midway Road, all of which are zoned BLM.

A public hearing for this item was held at the September 16, 2025 Planning and Zoning Commission meeting. There were multiple members of the public who spoke to the item with questions ranging from what uses are permitted in the BLM district to what is the overall plans for this quadrant of the City. The Planning and Zoning Commission recommended the item to the City Council for their review and approval.

Infrastructure

The subject parcels are within the urban service area, which was expanded as part of the Comprehensive Plan Update. The WLSSD has modified their plans to reflect this.

Wetlands

A preliminary wetland delineation and desktop review was conducted on these parcels in 2024, with the existence of wetlands found on multiple parcels. Additional wetland delineation work will be conducted on the parcels in 2025 and have been reviewed by the Hermantown Technical Evaluation Panel.

Zoning

Harmony Group, LLC is requesting the rezoning of the parcels from S-1, Suburban to BLM, Business and Light Manufacturing.

Dimensional standards would change as follows:

Dimensional Standards	S-1	BLM
Height	35 feet	80 feet
Setbacks		
<i>Front</i>	50 feet	20 feet
<i>Side (abutting residential)</i>	15 feet	50 feet
<i>Side</i>	15 feet	20 feet
<i>Rear</i>	50 feet	20 feet, 50 feet abutting residential
Minimum lot area	5 acres	None
Minimum lot width	300 feet	100 feet
Maximum lot coverage	30%	35% or 65% with approved landscape plan

Comprehensive Plan

The Comprehensive Plan Update, which was adopted in April 2025, envisions this quadrant of the City with its access to County Road 13, MN State Highway 2 and rail be guided towards Business and Light Manufacturing.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan Update as well as the overall goals and policies of the Zoning Ordinance.

1. The Comprehensive Plan Update, envisions this quadrant of the City with its access to County Road 13, MN State Highway 2 and rail be guided towards Business and Light Manufacturing.
2. The City's availability of BLM zoned property is limited to infill lots on small acreage parcels. The rezoning of a large acreage area provides opportunities for business growth and expansion.
3. Guides the parcels for business and light manufacturing as they are large enough to accommodate large building footprints and employers.
4. Focuses the development opportunities for new business and light manufacturing in designated areas with strategic highway access to create desirable environments for attracting new businesses and increasing local job opportunities while limiting the impacts on denser residential areas.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance
Location Map
Existing Zoning Map
Proposed Zoning Map

Ordinance No. 2025-17

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP (PARCELS 395-0010-09135, 395-0010-09130, 395-0010-09131, 395-0010-09080, 395-0010-09095, 395-0010-09150, 395-0010-09090, 395-0010-09155, 395-0010-09161, 395-0010-09160, 395-0010-09300, 395-0010-09302, 395-0010-09140, 395-0010-09310, 395-0010-09320, 395-0010-09330, 395-0010-09340)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that the entire parcels legally described in Section 2 are zoned S-1, Suburban.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone the properties so that the Property Identification Numbers 395-0010-09135, 395-0010-09130, 395-0010-09131, 395-0010-09080, 395-0010-09095, 395-0010-09150, 395-0010-09090, 395-0010-09155, 395-0010-09161, 395-0010-09160, 395-0010-09300, 395-0010-09302, 395-0010-09140, 395-0010-09310, 395-0010-09320, 395-0010-09330, 395-0010-09340 are zoned BLM, Business and Light Manufacturing.

Section 3. Effective Date. This amendment to Title 2 of the Hermantown Code that amends the Official Zoning Map shall be effective after adoption immediately upon (1) the publication of this Amendment to Title 2 of the Hermantown City Code once in the legal newspaper of the City of Hermantown and (2) the filing of this Amendment to Title 2 with the County Recorder of St. Louis County.

Wayne Boucher, Mayor

Attest:

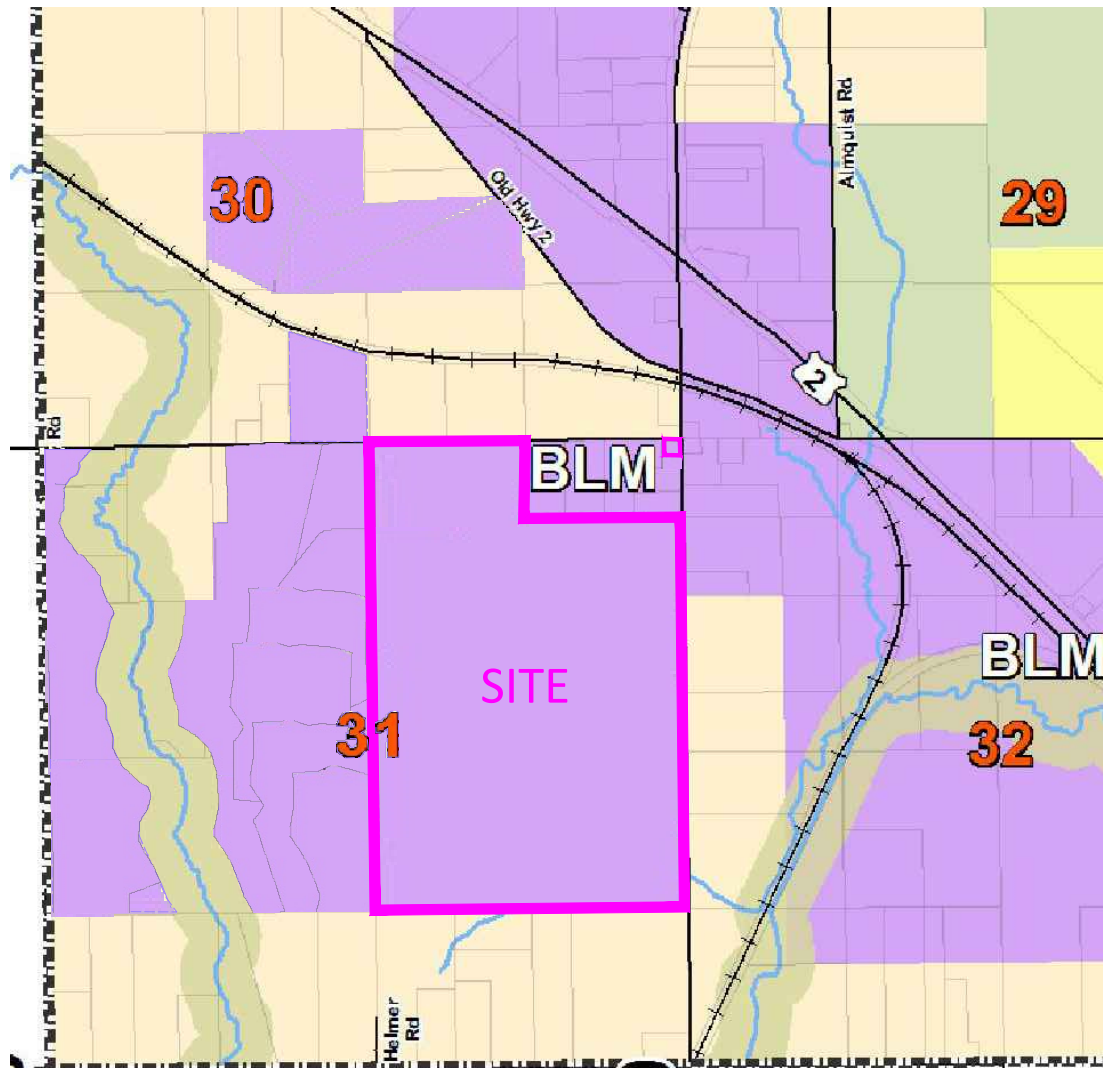
Alissa McClure, City Clerk

Adopted: _____

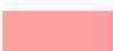
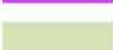
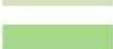
Published: _____

Effective Date: _____

PROPOSED ZONING



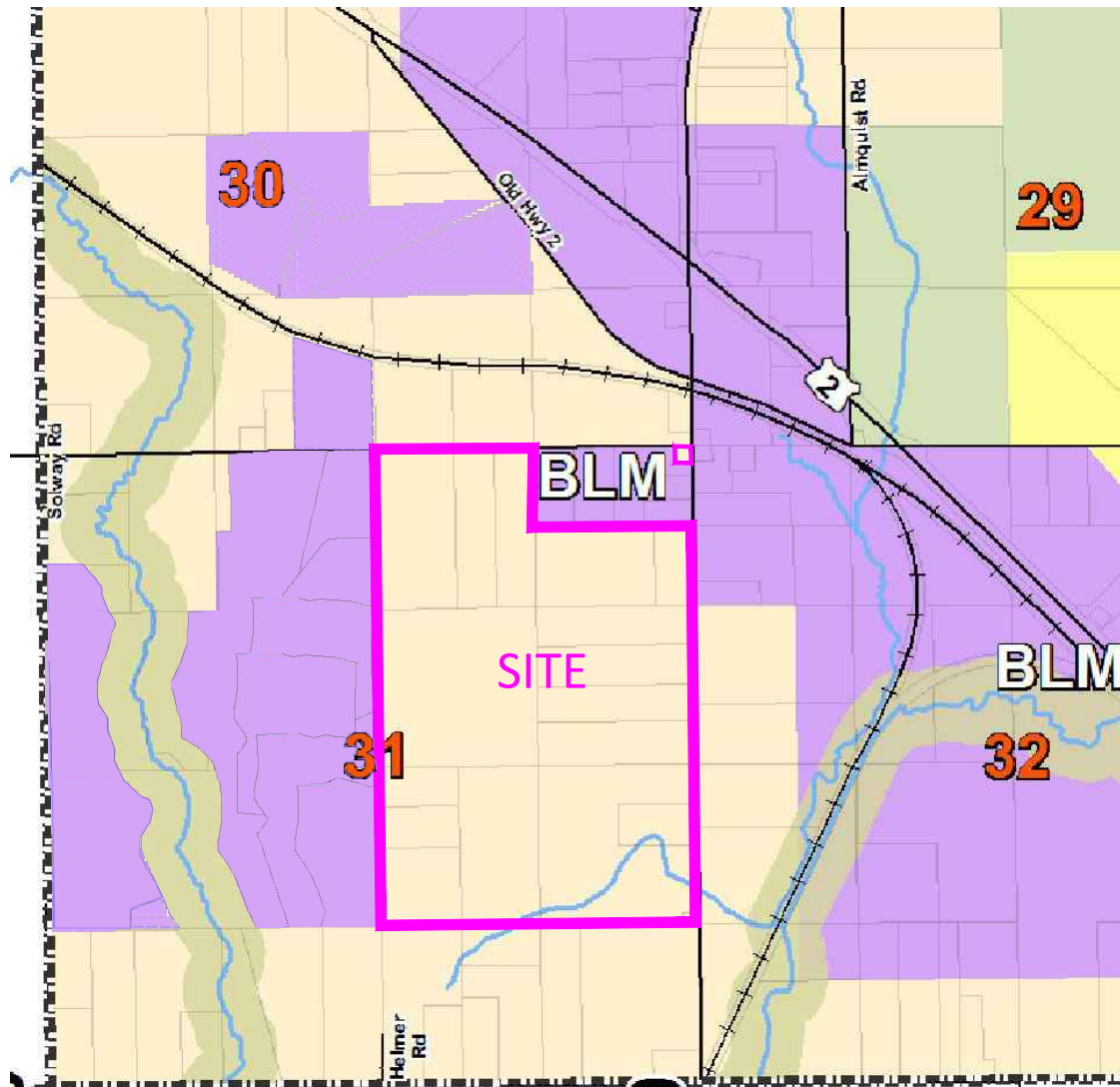
Hermantown Zoning Districts

	HM-Hermantown Marketplace
	BLM-Business/Light Manufacturing
	C-General Commercial
	C1-Office/Light Industrial
	C1A-Sexually Oriented Uses
	M2-Heavy Industrial
	O-Conservation/Open Space
	P-Public Facilities
	PUD-Planned Unit Development
	R1-Residential
	R3-Residential
	R3a-Multiple Family Dwellings
	S1-Rural/Suburban

Location Map



EXISTING ZONING



Hermantown Zoning Districts



CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Acceptance of Final Alternative Urban Areawide Review (AUAR) document

☒ **RESOLUTION:** 2025-147 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Accept the Draft Alternative Urban Areawide Review (AUAR) as the Final AUAR and authorize City staff to proceed with distributing the Final AUAR to the State agencies and to request adoption of the Final AUAR.

BACKGROUND

The City has been working with Kimley Horn to prepare an Alternate Urban Areawide Review of the properties in the proposed Hermantown Industrial project in Section 31 (Exhibit A) of the City. There are several steps in this process, with two public comment periods for the two AUAR documents; AUAR Large Specific Scoping document and Draft AUAR document.

The City received three government agency comments and two public comments. These comments are attached in Exhibits B-F.

Due to the nature of the comments received, minor revisions were completed to the draft AUAR, and on September 12, 2025 City staff deemed the draft AUAR as final and distributed the final AUAR to State agencies.

City staff submitted the Notice of RGU Acceptance and Distribution of Final AUAR for the Proposed Hermantown Industrial project to the Environmental Quality Board Distribution List on September 16, 2025 (pursuant to Minnesota Rules 4410.3610, subpart 5).

As part of the AUAR process, City staff received no objections from State agencies or the members of the EQB Distribution List in the allotted 10-day timeframe.

Between September 24 and September 30, City staff received more than 300 public comments in the form of emails and voicemails. These have been focused on the project, primarily around environmental concerns, such as water usage, effects on groundwater, impacts to the local watershed and Lake Superior, energy/electrical usage, as well as increased costs to residents.

City staff has read/listened to all of the public comment messages, logged e-mails as correspondence, saved the voicemails appropriately, and continue to respond to people who requested a specific response



Upon City Council approval, City staff will submit evidence of this adoption to the Minnesota Environmental Quality Board pursuant to Minnesota Rules 4410.3610 subpart 5.D.E.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Exhibits A-F

Resolution No. 2025-147

Resolution Adopting The Final Hermantown Industrial Alternative Urban Areawide Review (AUAR) Document And Mitigation Plan

WHEREAS, the Hermantown City Council desires to consider the construction of the Section 31 Hermantown Industrial project (Project”) within the City of Hermantown and as shown on Exhibit A attached hereto; and

WHEREAS, the Project is approximately 403 areas (Study Area); and

WHEREAS, Project proposes to construct multiple buildings of varying sizes, totaling up to 1,800,000 square feet of new buildings. The proposed uses of the newly constructed buildings would be light industrial in nature; and

WHEREAS, the AUAR will be used as a planning and environmental review document for future project specific individual plans and uses within the Study Area; and

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

WHEREAS, the City Council has received the AUAR Large Specific Project Scoping document (hereinafter reviewed as “Scoping AUAR”), for the Hermantown Industrial AUAR (Project); and

WHEREAS, the Scoping AUAR was submitted to the Minnesota Environmental Quality Board’s EQB Monitor on May 6, 2025 for public review and comment as part of the AUAR process as described in Minnesota Rules 4410.3610, Subp. 5.A.; and

WHEREAS, at the conclusion of the 30-day public comment period on June 5, 2025 the RGU had received comments from two government agencies and one public comment, and

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

WHEREAS, pursuant Hermantown City Council authorized the preparation of the draft AUAR document on July 7, 2025 (Resolution No. 2025-104), and

WHEREAS, the draft AUAR and mitigation plan for the development scenario was prepared and public noticed from August 5, 2025 through September 4, 2025, and

WHEREAS, three government agencies and two public comments were received; and

WHEREAS, due to the nature of the comments received, minor revisions were completed to the draft AUAR, and

WHEREAS, on September 12, 2025 City staff deemed the draft AUAR as final and distributed the final AUAR to State agencies and proceed to adopt the final AUAR at a future City Council meeting.

WHEREAS, City staff submitted the Notice of RGU Acceptance and Distribution of Final AUAR for the Proposed Hermantown Business Park to the Environmental Quality Board Distribution List on September 12, 2025 for publication in the Environmental Quality Board's Environmental Monitor on September 16, 2025 (pursuant to Minnesota Rules 4410.3610, subpart 5).

WHEREAS, State agencies have 10 days from receipt of the final AUAR to file an objection (4410.3610 subpart 5), and no objection was filed within the allotted timeframe (September 30, 2025),

NOW, THEREFORE, BE IT RESOLVED that the City of Hermantown hereby approves and adopts the Final AUAR and directs city staff to submit evidence of this adoption to the Minnesota Environmental Quality Board pursuant to Minnesota Rules 4410.3610 subpart 5.D.E.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted October 6, 2025.

EXHIBIT A





Minnesota Department of Natural Resources
 Northeast Regional Headquarters
 1201 East Highway 2, Grand Rapids, MN 55744

September 04, 2025

Eric Johnson
 City of Hermantown- Community Development Director
 5105 Maple Grove Road
 Hermantown, MN 55811
 Phone: 218-729-3618
 Email: eric.johnson@hermantownmn.com

RE: Hermantown Industrial Alternative Urban Areawide Review (AUAR)

Dear Mr. Johnson,

The Minnesota Department of Natural Resources (MNDNR) has conducted a review of the **Hermantown Industrial Alternative Urban Areawide Review (AUAR)**. We appreciate the opportunity to review this project and encourage project proposers to continue their coordination with MNDNR and other agencies to protect natural resources and recreational opportunities. Please note that depending on the individual components within the project footprint, additional environmental review requirements under Minnesota's Environmental Policy Act (MEPA) could apply.

Public Water Resources

MNDNR has determined that Hermantown's shoreland ordinance does not comply with state standards and criteria for shoreland management and will be sending a notice to the city to amend their ordinance within 1 year of the date this letter is received. If you have questions about this prior to receiving the letter, please contact Area Hydrologist Bri Speldrich (Brianna.Speldrich@state.mn.us).

The building footprint shown in Figure 3 overlaps a mapped public water; an unnamed stream that flows east and becomes a protected tributary to the designated trout stream, the Midway River, after crossing into Section 32 east of Midway Road. Any activity that alters the course, flow, or cross section of this stream requires a Public Waters Work Permit. Public Waters Work (PWW) Permits must be secured in coordination with the MNDNR Area Hydrologist.

If project plans include elimination of this public water, an Environmental Impact Statement (EIS) under [Minnesota Rule 4410.4400, Subpart 20](#) may be required. Stream elimination may also require replacement. MNDNR has confirmed the extent and presence of this stream within the footprint. If the project footprint moves further south, additional field verification by the MNDNR hydrologist will be necessary. Please coordinate with Bri Speldrich (MNDNR Hydrologist) and provide updated project details, including project footprint and engineering plans, to facilitate any necessary field verifications required for permitting.

Trout Stream Considerations

The proposed development has several significant permitting concerns, given the proximity to public waters and associated cold-water resources (Midway River S-2-10 and West Rocky Run Creek S-2-10-3, in particular) that support naturally reproducing populations of Brook Trout. These areas should be considered as Areas of Environmental Sensitivity and should require stringent levels of regulatory protection. Restrictions should include fisheries work windows that would prohibit in-water work from Sept 15-June 30 annually and the implementation of natural stream channel design and fish passage considerations through constructed stream crossings.

Stormwater management will require a higher-level infrastructure to be compliant with sedimentation, point-source pollution, and thermal tolerances near protected trout streams. Considerations regarding these concerns were discussed in post-construction stormwater management section of the AUAR.

Numerous streams in the Duluth area are impaired for chloride, and Best Management Practices (BMPs) to reduce the likelihood of additional impacts to Rocky Run or Midway rivers should be implemented. A chloride management plan is mentioned as part of the draft mitigation plan near the end of the AUAR and should be thorough.

Conversion of numerous wetland features to impervious surfaces has great potential to negatively impact aquatic ecological functions including hydrologic stability, pollution, and thermal regimen of adjacent streams, potentially impacting stream suitability for cold-water species like trout. To not adversely impact the small sub-watershed of Rocky Run or the Midway rivers and minimize cumulative impacts of wetland drainage/alterations, if wetland banking credits are pursued, they should be applied to the sub-watershed in which the impact occurred.

Fisheries water usage and discharge concerns appear to be mostly mitigated via plans to utilize municipal water and discharge/treatment facilities, according to "Scenario 1" detailed on page 51. If another scenario exists that would utilize groundwater or discharge to surface waters, it is essential that MNDNR has an opportunity to review and provide additional comments.

Water Appropriation Considerations

Depending on the types of light industrial uses planned for the development, there could be additional environmental review requirements. For example, data centers have different environmental impacts as compared to manufacturing or warehouse facilities. MNDNR encourages the developer to incorporate water reuse systems wherever possible. Especially given the ecological context and proximity to trout streams. Water appropriation needs (50,000 gal/day from the city of Duluth) will require further coordination with MNDNR water appropriation hydrologist, Heidi Lindgren (Heidi.Lindgren@state.mn.us).

Rare Species Concerns

West Rocky Run flows through the project area and into the Midway River. The Midway River has records of rare mussel species near of the proposed project; we recommend use of stringent erosion and sediment control measures, including evaluation and consideration as stormwater management plans are developed, to limit potential negative impacts to rare mussels.

MNDNR encourages submission of Natural Heritage Review requests as individual projects are planned and pursued within the AUAR footprint. Aspects of the development may not occur right away or for long periods of time, and the Natural Heritage Information System (NHIS) is continually updated as new information becomes available.

Please follow the recommendations outlined in your current NHIS letter.

Specific Comments

P. 21: "...portion of the study area along the west boundary that follows a linear feature is located in Zone A, a 100-year floodplain (see Figure 13)". The "linear feature" should be identified as a stream/public watercourse. Additionally, the floodplain is shown in Figure 14 (not Figure 13 as referenced).

P.32: The public watercourse (kittle #: S-002-010-003) drains to a designated trout stream and should be indicated as such.

P. 56: *Sparganium glomeratum* (a watchlist species) is not noted in the document but has been observed in this location. NHIS observations within the development site should be identified. The observation was in a constructed wetland. If this wetland is going to be removed, careful planning should consider ecological function in this sensitive area, habitat for rare species, and ensure that this wetland is not meant as a replacement wetland for a different project.

P. 60: We recommend that the language around preventing new invasive species be stronger and be a requirement, such as utilizing certified weed-free hay/mulch/gravel, and utilizing BMPs for invasive species prevention.

P. 61: With the increase of Emerald Ash Borer (EAB) infestations in the area, we recommend ensuring that Ash is not a tree species utilized in this development, additionally, as part of the development there should be a plan in place to remove any EAB infested ash trees- with proper disposal methods to limit potential spread.

P. 76: DNR permits listed should include both water appropriation and public waters work permit. The water appropriation permit (not public waters work permit as referenced) may be needed for the dewatering. Public waters work permitting may be needed for any activity that results in a change in the course, current, or cross-section of public waters. Several utility extensions were indicated also, a MNDNR license to cross public waters would be required for those through the division of Lands and Minerals.

Hermantown Industrial Alternative Urban Areawide Review (AUAR)

Eric Johnson

September 04, 2025

4 | Page

Thank you for the opportunity to review the **Hermantown Industrial Alternative Urban Areawide Review (AUAR)**. Please contact me with any additional questions. I can be reached at (218) 328-8826 or via email at: jessica.parson@state.mn.us.

Sincerely,

Jessica Parson

Digitally signed by Jessica
Parson
Date: 2025.09.04 15:08:55
-05'00'

Jessica Parson

NE Regional Environmental Assessment Ecologist, MN DNR

CC:

Clarissa Spicer

Lisa Joyal

Darrell Schindler

Greg Root

Jessica Parson

EXHIBIT C

CH-Eric Johnson

From: Webb, Maren (She/Her/Hers) (DOT) <Maren.Webb@state.mn.us>
Sent: Thursday, September 4, 2025 3:21 PM
To: CH-Eric Johnson
Cc: Gries, Shane (DOT); Miles, James (DOT); Scott, Brad (DOT); Kalnbach, Michael K (DOT)
Subject: RE: City of Hermantown - Hermantown Industrial AUAR

Dear Mr. Johnson,

Thank you for the opportunity to comment on the Hermantown Industrial Alternative Urban Areawide Review (AUAR). MnDOT District 1 staff have reviewed the draft document and have the following comments:

In Table 6 (pg. 18-19), MnDOT should be added to the list of required permitting agencies for right-of-way and utility permitting, with proposed utility extensions crossing MnDOT right-of-way on US 2 and traffic mitigations on US 2.

On pg. 68, under Bike and Pedestrian Infrastructure, there is reference to future review of city and county bike and pedestrian plans. This list should also include the Duluth-Superior Metropolitan Interstate Council's bike and pedestrian plans (<https://dsmic.org/>) as well as the MnDOT District 1 Bike Plan (<https://www.dot.state.mn.us/bike/district-bicycle-plans.html>). The current MIC bike plan identifies bikeways on Midway Road and US 2 as current bike routes, with "signed bikeable shoulders."

On pg. 69, the last paragraph has the sentence: "Mitigated conditions results (where applicable) are shown after a slash." The referenced table (Table 18) does not have slashes and instead the mitigated 2030 built condition is in a separate column.

On pg. 73, section 21b under Cumulative Potential Effects, there is reference to future projects that may interact, including highway projects. We would add two MnDOT projects to this list on US 2 programmed for 2026 and 2027:

- US 2 – MnDOT has a programmed pavement project on US 2 from MN 194 to Midway Road (CSAH 13) in 2026. The scope of work is a reclaim and overlay (SP 6908-68).
- US 2 – MnDOT has a programmed pavement project on US 2 from just west of Midway Road (CSAH 13) to Boundary Ave (CSAH 14) in Proctor in 2027. The scope of this work includes pavement rehab and additional work within the City of Proctor (SP 6908-72).

On pg. 79 is the Transportation section of the Draft Mitigation plan (Table 19). The City of Hermantown and developer will need to coordinate with MnDOT on these proposed mitigations on trunk highway. With the two programmed MnDOT projects on US 2 in 2026 and 2027, timely coordination will be needed. The AUAR recommends a queue study be completed for the US 2/Midway Rd intersection. This study should be completed as soon as possible if mitigations may be needed as soon as 2026. Additional coordination with MnDOT will also be required on all mitigations impacting trunk highway as well as any other work impacting MnDOT ROW.

Thank you for your time and please reach out with any questions.

Best,
Maren Webb

Maren Webb, MPP

she/her/hers

Principal Planner | District 1

Minnesota Department of Transportation

1123 Mesaba Avenue

Duluth, MN 55811

218-725-2742

maren.webb@state.mn.us

mndot.gov/



From: Lind, Katherine (DOT) <Katherine.Lind@state.mn.us>
Sent: Wednesday, August 6, 2025 8:06 AM
To: Anderson, Bryan (DOT) <bryan.anderson@state.mn.us>
Subject: FW: City of Hermantown - Hermantown Industrial AUAR

The following Draft Alternative Urban Areawide Review (AUAR) is being forwarded for your District's possible review and comment.

Please note the comment period for this AUAR closes on: September 4, 2025

Katherine Lind

Environmental Review Specialist

Minnesota Department of Transportation

Central Office | Office of Environmental Stewardship (OES)

395 John Ireland Blvd, Mail Stop 620

St Paul, MN 55155

From: Fristed, Travis <TFristed@braunintertec.com>
Sent: Friday, August 1, 2025 4:38 PM
To: Roos, Stephan (MDA) <stephan.roos@state.mn.us>; Kirsch, Raymond (PUC) <raymond.kirsch@state.mn.us>; MN_MDH_Review <Health.Review@state.mn.us>; Townley, Jill (She/Her/Hers) (DNR) <jill.townley@state.mn.us>; Green, Chris (MPCA) <chris.green@state.mn.us>; MN_BWSR_waterprograms <waterprograms.BWSR@state.mn.us>; Lind, Katherine (DOT) <Katherine.Lind@state.mn.us>; OSA, MN (ADM) <mn.osa@state.mn.us>; Weston, Isaac (He/Him/His) (MIAC) <Isaac.Weston@state.mn.us>; MN_ADM_ENV Review SHPO <ENReviewSHPO@state.mn.us>; govdoc@hclib.org; TwinCities@fws.gov; USACE_Requests_MN@usace.army.mil; R5NEPA@epa.gov; kkane@ardc.org; smeyers@duluthmn.gov; Darren Vogt <dvogt@1854treatyauthority.org>; Tyler Kaspar <tkaspar@1854treatyauthority.org>; cholm <cholm@boisforte-nsn.gov>; jaylen.strong@boisfortensn.gov; waynedupuis@fdlrez.com; evanschroeder@fdlrez.com; nancyschuldt@fdlrez.com; anthonymazzini@fdlrez.com; Margaret Watkins <mwatkins@grandportage.com>; kwoerheide

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mnorthbird@mnchippewatribe.org; gfrazier@mnchippewatribe.org; Grace M Leppink-Walz <GraceLeppink-
Walz@FDLBand.org>
Cc: CH-Eric Johnson <eric.johnson@hermantownmn.com>; Chad Ronchetti <cronchetti@hermantownmn.com>;
Wurdeman, Brian <Brian.Wurdeman@kimley-horn.com>; Bunge, Leila <Leila.Bunge@kimley-horn.com>; Scrimshaw,
Jason <jason.scrimshaw@kimley-horn.com>; Chris Bates <chris.bates@mortenson.com>; Ullery-BruX, Megan
<MUllery@braunintertec.com>
Subject: City of Hermantown - Hermantown Industrial AUAR

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Environmental Review Stakeholders,

The City of Hermantown has prepared a Draft AUAR and Mitigation Plan for the proposed Hermantown Industrial development in St. Louis County. The AUAR document will be available for viewing at the City's website at <https://hermantownmn.com/departments/community-development/planning-studies-analysis/>.

Public comments will be received until September 4, 2025. All comments and questions should be directed to Mr. Eric Johnson, City of Hermantown - Community Development Director at Eric.johnson@hermantownmn.com or 218.729.3618.

Thank you,

Travis Fristed, PWS

Associate Director, Principal Scientist

o. 952.995.2027 c. 952.500.1180

tfristed@braunintertec.com

BRAUN INTERTEC

the science you build on

11001 Hampshire Ave. S, Bloomington, MN 55438

EXHIBIT D

Comments on the Hermantown Industrial Draft Alternative Urban Areawide Review

September 4, 2025

INTRODUCTION

Minnesota Center for Environmental Advocacy (MCEA) and the W.J. McCabe Chapter of the Izaak Walton League jointly submit the following comments on their own behalf and on behalf of thousands of supporters across the state, including in the City of Hermantown (City).

MCEA is a nonprofit with expertise in environmental law, policy, and science. MCEA's mission includes working with communities to protect Minnesota's environment, its natural resources, and the health of its people. The W.J. McCabe Chapter of the Izaak Walton League of America (IWLA) is based in Duluth, Minnesota and represents approximately 140 members in Duluth and surrounding communities in northeastern Minnesota. The IWLA is a big picture organization, working to protect whole watersheds, including the air and water quality, fish and wildlife habitat, and to provide the opportunity for nature centered outdoor activities, especially for youth. The environmental quality of Lake Superior and the St. Louis River estuary and its watershed have been high priorities for our chapter throughout its 100-year history.

Multiple public reports suggest that the Hermantown Industrial AUAR is tied to a hyperscale data center.¹ Data centers store computing equipment used to power cloud

¹ Jana Hollingsworth & Walker Orenstein, *A massive development is proposed for a northeastern Minnesota city. Local officials aren't saying what it is.*, Star Trib. (May 21,

and artificial intelligence workloads, and they can pose unique environmental challenges related to water consumption, energy use, and local impacts.

During the AUAR scoping phase, MCEA submitted comments asking whether the “Hermantown Industrial” proposal is related to data center development.² The draft AUAR fails to answer that question. Instead of identifying the “large specific project” being studied, the City describes a generic, 1.8 million square foot “light industrial development.”³

Without addressing whether this development is a data center, the AUAR cannot adequately study a hyperscale data center’s potential environmental impacts. Among its gaps, the AUAR does not identify the number, size, and location of back-up generators needed for this project, even though back-up generators at data centers emit significant air pollution.⁴ The AUAR does not describe how much noise the facility will generate, even though data centers are known to create severe noise pollution.⁵ The AUAR fails to identify whether project construction would require dewatering, a process that has

2025).; Brielle Bredsten, *Potential large-scale industrial development signals growth in Hermantown*, Duluth News Trib. (June 17, 2025).

² See City of Hermantown, *Final Order for the City of Hermantown Industrial Development Alternative Urban Area-wide Review* (July 8, 2025) at Attachment B.

³ City of Hermantown, *Draft Alternative Urban Area-wide Review* 6 (July 2025) (“AUAR”); see City of Hermantown, *Draft Order for the City of Hermantown Industrial Development Alternative Urban Area-wide Review* (July 8, 2025) (“Draft Order”) (acknowledging that the Hermantown Industrial AUAR must follow the AUAR rules for large specific projects); Minn. R. 4410.3610, subp. 5(a) (AUAR rules for large specific projects).

⁴ AUAR at 53.

⁵ AUAR at 67; Christopher Tozzi, *Why Data Centers Are Loud, and How to Quiet Them Down*, Data Ctr. Knowledge (June 2, 2023), <https://www.datacenterknowledge.com/sustainability/why-data-centers-are-loud-and-how-to-quiet-them-down>.

allegedly caused residents' wells to go dry near other hyperscale data center developments.⁶

The Minnesota Environmental Policy Act (MEPA) requires more. AUARs must study the "direct, indirect, and cumulative potential effects" a project will have on the environment.⁷ That review must "provide for a level of analysis comparable to that of an EIS," the highest tier of environmental review in Minnesota.⁸ Because the Hermantown project is so ill-defined, many of its potential impacts on noise pollution, the electricity grid, air quality, and more are not analyzed at all. The AUAR substitutes review of these impacts with many promises that more "evaluation will be completed as design progresses."⁹

But MEPA's mandate to analyze a project's "direct, indirect, and cumulative" impacts cannot be satisfied with non-binding commitments to do more, later.¹⁰ The City must amend its draft AUAR to include a thorough analysis of this project's potential environmental impacts, based on a clear description of the facility being proposed. Additionally, if the facility is a hyperscale data center, the project should likely be reviewed by a different Responsible Governmental Unit (RGU). Unlike most local

⁶ See AUAR at 76; Karen Weise & Cade Metz, *At Amazon's Biggest Data Center, Everything Is Supersized for A.I.*, N.Y. Times (June 24, 2025).

⁷ Minn. R. 4410.3610, subp. 4.

⁸ Minn. R. 4410.3610, subp. 4.

⁹ See, e.g., AUAR at 66.

¹⁰ Minn. R. 4410.3610, subp. 4; *cf. Greater Yellowstone Coal. v. Lewis*, 628 F.3d 1143, 1158 (9th Cir. 2010), as amended (Jan. 25, 2011) (environmental review is a "look before you leap" process, designed to ensure that agencies "consider every significant aspect of the environmental impact of a proposed action" before that action is approved").

projects, hyperscale data centers can directly threaten the electricity grid and groundwater aquifers. These are inherently regional challenges, which a state body like the Department of Natural Resources, or the Environmental Quality Board itself, could be best equipped to study.

I. The AUAR fails to adequately describe the Project, precluding meaningful environmental review

The applicable rules and guidance require the City to provide a thorough description of the project this AUAR is reviewing. The City has elected to proceed with the AUAR for “a specific large project.”¹¹ Per MEPA regulations, any AUAR reviewing a large specific project must undergo a scoping process that requires the City to describe the project at a level “comparable to that of a scoping EAW.”¹²

The Minnesota Environmental Quality Board (“EQB”) instructs that this description should provide a “brief summary” of the project, followed by a “complete description” focused on all “aspects of the project that may directly or indirectly manipulate, alter or impact the physical or natural environment.”¹³ The description should contemplate a project’s “construction and operational activities,” “project components and structures,” the “location and relationships of project components,” and

¹¹ Draft Order at 1.

¹² Minn. R. 4410.2610, subp. 5a(B) (the AUAR for any “large specific project” must undergo a scoping process that describes the large project to an extent “comparable to that of a scoping EAW”); Minn R. 4410.1200(C) (a “major category” of an EAW is a “description of the project.”).

¹³ Minn. Env'tl. Quality Bd., *EAW Guidelines: Preparing Environmental Assessment Worksheets* 11 (2013) (“EAW Guidance”).

“associated infrastructure” required to serve the facility.¹⁴ The EQB stresses that project descriptions are the “most important item” of environmental review.¹⁵ The key principle is that “clear, complete and detailed project descriptions are essential to understanding the potential for environmental effects.”¹⁶

The AUAR’s project description falls far short of this bar. The City identifies “1.8 million square feet of proposed light industrial development,” and it recognizes that this development “would include new infrastructure, including water service, sewer, stormwater, streets, and utilities.”¹⁷ These generic terms fail to convey any sense of what the project is, let alone provide a “clear, complete and detailed” understanding of all aspects of the project that might alter the natural environment.¹⁸ The City’s failure to provide any description of the facility it purports to study violates the letter and the spirit of Minnesota law on environmental review. For this reason alone, the AUAR is inadequate.

The City’s ambiguity about this facility is carried throughout the remainder of the draft AUAR. Repeatedly, missing details about the Hermantown project prevent the AUAR from studying that project’s impacts on water supplies, air quality, noise and light pollution, and other cumulative stressors on the surrounding environment.

II. The AUAR fails to adequately describe the Project’s impact on air quality

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ AUAR at 6.

¹⁸ EAW Guidance at 11.

If the development is a data center, environmental review must account for how the facility plans to generate on-site power. Industrial facilities construct generators to provide electricity when the facilities are disconnected from the grid. Frequently, these generators are fracked gas or diesel-powered turbines which emit nitrogen oxides, particulate matter, carbon monoxide, and other pollutants that are hazardous to human health.¹⁹

Data center generators can pose a unique threat to air quality due to these computing facilities' enormous demand for power. A single hyperscale data center can easily require more electricity than the entire City of St. Cloud.²⁰ Powering a facility like that can require dozens of combustion turbines.²¹ Data centers can be tempted to rely on on-site turbines, instead of the grid, when "the data processing center's voracious appetite for energy has outpaced electric utilities' ability to serve it."²² In Memphis, thirty-five gas turbines have been used as the main source of power for a new hyperscale data center.²³ These turbines are reportedly emitting more nitrogen oxides than the power plant and oil refinery located next door.²⁴

¹⁹ See U.S. Env't Prot. Agency, *Learn About Impacts of Diesel Exhaust and the Diesel Emissions Reduction Act (DERA)*, <https://www.epa.gov/dera/learn-about-impacts-diesel-exhaust-and-diesel-emissions-reduction-act-dera>.

²⁰ The annual community energy report for St. Cloud reported an average power draw of around 82 megawatts to serve the municipality. Data centers proposed in Minnesota are demanding up to 500 megawatts of power. See Walker Orenstein, *Mega Data Centers Are Coming to Minnesota. Their Power Needs Are Staggering.*, Star Trib. (Jan. 10, 2025).

²¹ See Ariel Wittenberg, *'How Come I Can't Breathe?': Musk's Data Company Draws a Backlash in Memphis*, Politico (May 6, 2025).

²² *Id.*

²³ *Id.*

²⁴ *Id.*

The AUAR acknowledges that the technology park could require back-up generators.²⁵ But it does not analyze those generators' air pollution. The reason given is that "any stationary air emissions source large enough to merit environmental review requires individual review" outside the AUAR.²⁶ However, this explanation ignores the very real possibility that back-up generators could emit enough air pollution to require individual environmental review, meaning that an AUAR would be inappropriate and barred by law. Recent reporting suggests that a data center in Memphis is emitting nitrogen oxides at a rate of "1,200 to 2,000 tons a year."²⁷ That is five to eight times higher than the rate that would trigger a mandatory Environmental Assessment Worksheet in Minnesota.²⁸

Here, the AUAR contains no information about the number, size, and location of the generators. This creates a catch-22 scenario: The AUAR claims that air emissions from generators are "not applicable to an AUAR," because emissions are small, then omits information about air emissions to verify whether this is true. This circular reasoning precludes the AUAR from evaluating the "direct, indirect, and cumulative potential effects" of the proposed project.²⁹

²⁵ AUAR at 53.

²⁶ AUAR at 61.

²⁷ See Ariel Wittenberg, 'How Come I Can't Breathe?': Musk's Data Company Draws a Backlash in Memphis, Politico (May 6, 2025), <https://www.politico.com/news/2025/05/06/elon-musk-xai-memphis-gas-turbines-air-pollution-permits-00317582>.

²⁸ See Minn. R. 4410.4300, subp. 15(A).

²⁹ Minn. R. 4410.3610, subps. 4, 5(B); see also Minn. R. 4410.2500 (when an RGU has incomplete or unavailable information, it should include a "brief explanation" of why and the "relevance of the lacking information to evaluation of potentially significant

III. The AUAR fails to adequately describe the Project's noise and light pollution

If the light industrial project is a data center, environmental review must account for potential noise and light impacts associated with these enormous facilities. Hyperscale data centers have servers and cooling facilities that create a constant “hum” or “screech.”³⁰ That noise persists day and night. It can travel for miles. Long-term exposure to this noise pollution can result in hearing loss, stress, insomnia, and a significantly decreased quality of life.³¹

To evaluate noise pollution, EQB guidance states that an AUAR should ask if the project “will include or adjoin major noise sources.”³² If so, a “noise analysis is needed to determine if any noise levels in excess of standards would occur, and if so, to identify appropriate mitigation measures.”³³

The project proposal is surrounded by residential development.³⁴ Yet, the City provides no modeling of how much noise will come from a data center's graphics chips, cooling systems, or generators. There is no review of whether noise from computers and ventilation is a “major” noise source that would impact nearby students and residents. In

environmental impacts,” among other requirements); Minn. Stat. § 116D.04, Subd. 4a (alternative forms of environmental review, like AUARs, must “address the same issues and utilize similar procedures as an environmental impact statement.”).

³⁰ Steven Gonzalez Monserrate, *The Staggering Ecological Impacts of Computation and the Cloud*, The MIT Press Reader (Feb. 14, 2022), <https://thereader.mitpress.mit.edu/the-staggering-ecological-impacts-of-computation-and-the-cloud/>.

³¹ *Id.*

³² Minn. Env't Quality Bd., *Recommended Content and Format Alternative Urban Area-wide Review Documents* 5 (Sept. 2008) (“AUAR Guidance”).

³³ *Id.*

³⁴ AUAR at 66.

place of this analysis, the review simply assures that “further noise evaluation will be completed as design progresses.”³⁵ Under MEPA, that analysis needs to happen during environmental review, not later.

Light pollution presents a similar story. Night lighting at large industrial facilities can frustrate neighboring residences and contribute to “skyglow” that obscures the night sky.³⁶ Data center lighting can be “easily seen for miles,” glowing “at night like a giant city of lights.”³⁷

EQB guidance states that AUARs should analyze “any impacts” on scenic views and vistas in the study area, including “both direct physical impacts and impacts on visual quality or integrity.”³⁸ If “any non-routine visual impacts would occur” they should be discussed “along with appropriate mitigation.”³⁹

Again, the AUAR plainly fails to meet this requirement. While the proposed development scenario is over one million square-feet in size, the draft review contains no information about how this enormous campus will be lit. The City hedges, noting in a plainly self-evident way that “any development of these lands will have an impact on the visual look of a property.”⁴⁰ It distracts, saying that regardless of environmental review,

³⁵ *Id.*

³⁶ See National Geographic Society, *Light Pollution*, <https://education.nationalgeographic.org/resource/light-pollution/>.

³⁷ Grace Mamon, *Data Centers Are Changing the Landscape. Here's How They May Affect Rural Virginia.*, Cardinal News (Mar. 12, 2025).

³⁸ AUAR Guidance at 5.

³⁹ *Id.*

⁴⁰ AUAR at 60.

“[f]uture development would conform with city ordinances.”⁴¹ And it offers good intentions, providing that “guidance from the USFWS to minimize blue light, uplight, and backlight will be adhered to the extent practicable.”⁴² These sections of the AUAR essentially say nothing that would allow the public or governmental officials to understand the lighting impacts of the development. Thus, the AUAR fails to identify the project’s “impact on visual quality” along with “appropriate mitigation.”⁴³ As with noise pollution, the draft AUAR plainly omits information required for adequate environmental review of this project.

IV. The AUAR fails to adequately describe the Project’s water impacts

Thorough environmental review of a hyperscale data center must account for the facility’s water impacts. Data centers can demand enormous amounts of water to cool their servers and other computing hardware.⁴⁴ In Farmington, a proposed data center would more than double the city’s current water use.⁴⁵ This intensive water demand may be at odds with the groundwater sustainability standard in state law, which requires

⁴¹ *Id.*

⁴² *Id.*

⁴³ AUAR Guidance at 5.

⁴⁴ Rasheed Ahmad, *Water Works: Engineers Often Need a Lot of Water to Keep Data Centers Cool*, American Society of Civil Engineers (Mar. 4, 2024).

⁴⁵ Letter from Melissa Collins, Regional Environmental Assessment Ecologist, Department of Natural Resources, to Tony Wippler, Planning Manager, City of Farmington (Oct. 22, 2024), on file at MCEA.

groundwater use to be sustainable to supply current needs and the needs of future generations.⁴⁶

Evaluating those water demands is a key part of environmental review. Among other obligations, an AUAR must describe “quantity, duration, use, and purpose of the water use.”⁴⁷ The EQB stresses that where “it is uncertain whether water resources will be impacted depending on the exact design of future development, the AUAR should cover the possible impacts through a ‘worst case scenario’ or else prevent impacts through the provisions of the mitigation plan.”⁴⁸ Crucially, the AUAR must “describe environmental effects from water appropriation, including an assessment of the water resources available for appropriation.”⁴⁹

For Hermantown, the City reports an estimated water use of 50,000 gallons per day “for light industrial purposes (i.e. process, sanitation, cooling, landscaping, fire protection).”⁵⁰ This is significantly less water than other Minnesota data centers proposals have asked for.⁵¹ There could be multiple explanations for that gap. A Hermantown data

⁴⁶ Minn. Stat. § 103G.287, subd. 1(b); *see also* Kirsti Marohn, *Water-Guzzling Data Centers Spark Worries for Minnesota's Groundwater*, MPR News (Feb. 11, 2025), <https://www.mprnews.org/story/2025/02/11/water-guzzling-data-centers-spark-worries-for-minnesotas-groundwater>.

⁴⁷ AUAR at 47; *see* Minn. Env't Quality Bd., *Environmental Assessment Worksheet Form* (Dec. 2022), https://www.eqb.state.mn.us/sites/eqb/files/December%202022%20EAW%20form_1.docx; *see also* Minn. R. 4410.3610, subp. 4 (AUAR); Minn. R. 4410.2300(H) (EIS).

⁴⁸ AUAR Guidance at 3.

⁴⁹ *Id.*

⁵⁰ AUAR at 49.

⁵¹ *See* Letter from Melissa Collins, Regional Environmental Assessment Ecologist, Department of Natural Resources, to Tony Wippler, Planning Manager, City of Farmington (Oct. 22, 2024), on file at MCEA.

center could be planning to use cooling techniques, like liquid immersion cooling and dry heat rejection, that significantly reduce water consumption. Alternatively, the low water use estimate could be based on flawed information, or it could reflect that the facility is not, in fact, a hyperscale data center.

This question is unanswered because the City fails to adequately describe the “duration, use, and purpose of the water use” at this project.⁵² If the Hermantown development is an anticipated data center, then the AUAR can analyze different cooling methods and “cover the possible impacts through a ‘worst case scenario’ or else prevent impacts through the provisions of the mitigation plan.”⁵³ Alternatively, if the cooling method is known, then the AUAR can explain how that method enables a data center to use only 50,000 gallons per day. In either case, the AUAR must adequately describe *how* the facility uses its water. This context is required by MEPA.⁵⁴ Without it, the AUAR’s water appropriations estimate is unsubstantiated, and it fails to explain the project’s “direct, indirect, and cumulative potential effects.”⁵⁵

V. The AUAR does not adequately account for the Project’s cumulative potential effects

⁵² See Minn. Env’t Quality Bd., *Environmental Assessment Worksheet Form* (Dec. 2022), https://www.eqb.state.mn.us/sites/eqb/files/December%202022%20EAW%20form_1.docx; see also Minn. R. 4410.3610, subp. 4 (AUAR); Minn. R. 4410.2300(H) (EIS).

⁵³ AUAR Guidance at 3.

⁵⁴ *Id.*

⁵⁵ Minn. R. 4410.3610, subp. 4.

MEPA requires project proposers to assess a project's cumulative potential effects.⁵⁶ "Cumulative potential effects" is defined in the Minnesota Rules to mean "the effect on the environment that results from the incremental effects of a project in addition to other projects in the environmentally relevant area that might reasonably be expected to affect the same environmental resources."⁵⁷ These "other projects" include existing facilities that are continuing to impact the environment and people's health. This analysis is vital to ensuring an adequate AUAR.

Here, the City has not conducted a cumulative potential effects analysis. In response to the AUAR form's prompt, "[d]iscuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects," the City claims that impacts from future projects may result in impacts to the environment, but that these impacts will be addressed and mitigated to "ensure minimal cumulative impacts occur."⁵⁸

But MEPA requires more. To fully discharge its duty to assess cumulative potential effects, the City must, at a minimum, conduct an analysis that includes an understanding of environmental impacts not just from this project but also from other

⁵⁶ Minn. Env't Quality Bd., *Environmental Assessment Worksheet Form* (Dec. 2022), https://www.eqb.state.mn.us/sites/eqb/files/December%202022%20EAW%20form_1.docx; see also Minn. R. 4410.3610, subp. 4 (AUAR); Minn. R. 4410.2300(H) (EIS); AUAR at 72.

⁵⁷ Minn. R. 4410.0200, subp. 11a.

⁵⁸ AUAR at 74.

existing sources and activities.⁵⁹ As the Minnesota Supreme Court has explained, the purpose of this inquiry is to “determine whether the project, which may not individually have the potential to cause significant environmental effects, could have a significant effect when other local projects **already in existence** or planned for the future are considered.”⁶⁰

Unless the City revises the AUAR to include the required cumulative potential effects analysis, the City cannot make a legally sound decision on the adequacy of the AUAR and on the Project itself.

VI. The AUAR provides no evidence nor methodology for the Project’s stated energy demand

Modern hyperscale data centers can draw on hundreds of megawatts of power, an amount of energy that could power millions of households.⁶¹ To service these loads, particularly at times of peak electric demand (hot summer afternoons and during cold snaps), Minnesota’s electric utilities would need to build and procure additional electric generation resources. The Star Tribune reported recently that, “with at least 10 (hyperscale data centers planned), these Big Tech projects could consume as much electricity as every home in Minnesota.”⁶² That enormous demand can strain energy grids, shift costs to consumers, and necessitate dirty sources of power that increase a

⁵⁹ *Citizens Advocating Responsible Dev. v. Kandiyohi Cty. Bd. of Comm'rs*, 713 N.W.2d 817, 829 (Minn. 2006).

⁶⁰ *Id.* (emphasis added).

⁶¹ See Walker Orenstein, *Mega Data Centers Are Coming to Minnesota. Their Power Needs Are Staggering.*, Star Trib. (Jan. 10, 2025).

⁶² *Id.*

project's greenhouse gas emissions while threatening progress on Minnesota's statutory commitment to clean energy.⁶³

Adequate environmental review of these facilities must assess whether a project will result in new energy infrastructure on the grid.⁶⁴ If an AUAR project requires changes to the grid, either locally or regionally, then the new "associated infrastructure" is an indirect effect of the project, and it must be evaluated as part of the environmental review.⁶⁵

Here, the AUAR omits critical context about how it is estimating this project's energy demands.⁶⁶ Appendix D, which should evaluate greenhouse gas emissions associated with the project's electricity purchase, is missing from the AUAR. And what the AUAR includes is worrying: The City reports that estimated energy use is based on the "occupancy load for a typical light industrial use."⁶⁷ Evaluating typical light industrial uses makes little sense if the AUAR is connected to an atypical project, like a

⁶³ See Ellen Thomas, *Utilities Want to Power Big Tech's AI Ambitions with Natural Gas. These Are the Data Centers They're Betting On*, Business Insider (Feb. 13, 2025), <https://www.businessinsider.com/utilities-ai-natural-gas-power-microsoft-meta-amazon-2025-2>; Eliza Martin & Ari Peskoe, *Extracting Profits from the Public: How Utility Ratepayers Are Paying for Big Tech's Power*, Harvard Law School Environmental and Energy Law Program (Mar. 2025).

⁶⁴ See *Minn. Ctr. for Envtl. Advocacy v. Holsten*, No. A08-2171, 2009 Minn. App. Unpub. LEXIS 1078 (Sep. 22, 2009) (affirming adequacy of environmental review where RGU demonstrated that a proposed taconite mine "will not cause an increase in power production" necessitating new energy infrastructure).

⁶⁵ Minn. R. 4410.3610, subp. 4 (the AUAR must "provide for a level of analysis comparable to that of an EIS for direct, *indirect*, and cumulative potential effects typical of . . . associated infrastructure.") (emphasis added); see also Minn. R. 4410.0200, subp. 65.

⁶⁶ AUAR at 305 (estimating annual energy demand 11,550,000 kilowatt hours of energy per year).

⁶⁷ AUAR at 63, footnote 21.

hyperscale data center, that requires vastly more electricity than an ordinary end user. Just as critically, the AUAR omits any analysis of how this project would impact the grid, despite acknowledging that new “substation/transmission lines” might be required to serve it.⁶⁸

Given the high stakes and challenges of serving hyperscale data centers, the revised AUAR should provide critical context for how the City is estimating electricity consumption. Additionally, the revised AUAR must confirm whether this project would necessitate new power generating facilities or other grid infrastructure.

VII. The AUAR’s mitigation plan is inadequate

The AUAR rules require that each AUAR include a mitigation plan that details how any potential impacts to the environment will be avoided, minimized, or mitigated. When “an RGU considers mitigation measures as offsetting the potential for significant environmental effects under Minn. R. 4410.1700, it may reasonably do so only if those measures are specific, targeted, and are certain to be able to mitigate the environmental effects.”⁶⁹ Mitigation measures must go beyond “vague statements of good intentions.”⁷⁰

The mitigation plan in the draft AUAR is inadequate for two key reasons. First, as described above, the design of the proposed project has not yet been established, so there is no way to know how well the mitigation measures listed in the draft AUAR accomplish their stated purpose. And second, the mitigation measures included in the plan are not

⁶⁸ *Id.* at 6.

⁶⁹ *Citizens Advocating Responsible Development*, 713 N.W.2d at 835.

⁷⁰ *Id.* at 834.

described or analyzed sufficiently to give the public or government officials grounds to understand and comment on this section of the AUAR.

For example, rather than identifying the actual noise levels associated with operation of the proposed hyperscale data center, and how that noise will impact the people of Hermantown, and then including a specific, targeted and certain plan to mitigate those impacts, the City's plan merely highlights that the "City of Hermantown regulates the hours of operation for construction equipment through development agreements."⁷¹ This is not a mitigation plan.

Further, some likely environmental impacts are not even mentioned in the mitigation plan. There is no mitigation present for the impacts to air quality from back-up combustion generators. And the mitigation plan does not mention any methods to limit the environmental effects of the massive increase in power demand that a new data center would require.

VIII. Environmental review of hyperscale data centers should be conducted by a regional or statewide governmental entity

If the proposed project is a hyperscale data center, it would join a rapid statewide rollout of these facilities. This wave of new, intensive developments will likely strain the regional electricity grid, threatening service reliability, ratepayer costs, and utilities' ability to achieve state climate energy targets.⁷² The rollout will also introduce enormous

⁷¹ AUAR at 78.

⁷² See Eliza Martin & Ari Peskoe, *Extracting Profits from the Public: How Utility Ratepayers Are Paying for Big Tech's Power*, Harvard Law School Environmental and Energy Law Program (Mar. 2025).

competition for limited water supplies, at a time when increasing competition for water is posing problems for drinking wells and Minnesota's streams, lakes, and rivers.⁷³

These are inherently regional challenges. At the local level, it may be impossible to ask a city to conduct environmental review of a project so large it could require new energy infrastructure, drive up electricity rates, strain city water appropriations, cause significant drawdown to regionally significant aquifers, or have other regional impacts. Going forward, MCEA strongly recommends that the environmental review of hyperscale data centers be conducted by regional or state RGUs that are best equipped to review data centers' cross-jurisdictional effects.

CONCLUSION

For the above reasons, the draft AUAR must be revised to contain significant additional review of this project's potential environmental impacts, based on a "clear, complete and detailed" description of what the project is.⁷⁴

Sincerely,

s/ Evan Mulholland

Evan Mulholland

Health Communities Program Director

Minnesota Center for Environmental Advocacy

1919 University Ave W, Ste. 515

⁷³ See, e.g., Minn. Dep't. of Nat. Res., *Minnesota Water Conservation Report 6* (2020), https://files.dnr.state.mn.us/waters/watermgmt_section/water_conservation/statewide-report.pdf; Minn. Dep't. of Nat. Res., *Well Interference Resolution Process*, https://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/interference.html.

⁷⁴ EAW Guidance at 11.

Saint Paul, MN 55104

s/ Julie O'Leary

Acting President

W.J. McCabe Chapter

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s/ Luke Norquist

Luke Norquist

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W.J. McCABE (DULUTH) CHAPTER IZAAK WALTON LEAGUE OF AMERICA

P. O. Box 3063 • DULUTH, MN 55803

September 4, 2025

Eric Johnson
Community Development Director
City of Hermantown
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Hermantown, MN 55811
eric.johnson@hermantownmn.com

RE: Draft Hermantown Industrial Alternative Areawide Review (AUAR)

These comments are submitted on behalf of the W.J. McCabe chapter of the Izaak Walton League of America. The McCabe Chapter, based in Duluth, is a big picture organization, working to protect whole watersheds, including the air and water quality, the fish and wildlife habitat, and to provide the opportunity for nature centered outdoor activities, especially for youth. The environmental quality of Lake Superior and the St. Louis River estuary and its watershed have been high priorities for our chapter throughout its 100-year history; hence our concern with the Hermantown Industrial Alternative Areawide Review (or AUAR) for 403 acres of undeveloped land in the Midway River watershed.

We believe the use of an AUAR for this site is inappropriate and contrary to the intent of Minnesota Rules 4410.3610. The AUAR process is generally understood to be a tool to facilitate urban redevelopment in areas such as brownfields; its use here appears to be a way to avoid an Environmental Impact Statement, which would logically be expected for a proposal to develop an acreage of this size that is not an urban area and is largely undisturbed or restored agricultural land in a rural setting. In a Minnesota city of the third or fourth class such as Hermantown, Minnesota Rules require an Environmental Assessment Worksheet for light industrial development over 300,000 square feet, or an Environmental Impact Statement for light industrial development over 750,000 square feet. The proposed development of a single 1,800,000 square foot light industrial facility, as cited in a June 17, 2025 article in the Duluth News Tribune, exceeds all such limitations and necessitates review far beyond what is provided for in this AUAR process. The project description in the AUAR references multiple buildings, rather than a single building, for a total of 1.8 million square feet but the impact will be the same.

Of the 403 acres identified in the AUAR study area, 279 acres, or 70% of the proposed development area, is woodland or wetlands. Another 92 acres is identified as grassland/landscaped, bringing the total greenspace to 371 acres or 92% of the study area. The study proposes that 150 acres of mature trees will be cut down, half of the 55 acres of wetlands on the site will be destroyed, and impervious surface area will more than triple to 144 acres

(although this seems a low estimate for the estimated 1.8 million square feet of developed area). The project envisions “multiple buildings of varying sizes”, with no specific proposed end users or projects. In addition, approximately 2.3 million total cubic yards of excavation over 184 acres is envisioned, with runoff from the site flowing towards both West Rocky Run Creek and the Midway River. This is a massive disruption of the topography and landscape.

Among our primary concerns are the potential impacts on these two designated trout streams. West Rocky Run Creek, which flows through a portion of the site, is one of the highest quality cold water streams in our area. It is listed on the Minnesota Pollution Control Agency’s 2024 Impaired Waters List for elevated levels of *E. coli*, making any potential future impacts of greater risk to the surrounding area. Impact on West Rocky Run Creek and the Midway River due to the extensive proposed site excavation and destruction of surrounding wetlands is likely to be considerable and may result in permanent and irreversible impacts to water quality and habitat availability. Anticipated direct impacts on these streams will include increases in sedimentation, temperatures, salt, and other nutrients, which may also impact the health of the fishery, its surrounding upland environment, and its recreational value to the community.

Our other major concern is the cumulative effects of the proposed projects within the AUAR area in the watershed. Water and wastewater services from the project site are proposed to be extended through expansion of the City of Hermantown’s systems, which will require the existing infrastructure to be extended approximately 12 miles along Midway Road, an area not currently served by these systems. The extension of this service will undoubtedly result in additional development in this corridor, which could include (but not be limited to) increased impervious surfaces and associated run-off, noise pollution, air pollution, stream degradation, loss of trees and other vegetation, and habitat loss. These potential impacts should be acknowledged and the designated AUAR area, as approved by the Minnesota Environmental Quality Board, should include all new areas where water and wastewater extensions are proposed.

The *Cumulative Potential Effects* section of the AUAR is incomplete and inadequate, merely stating that “future public and private development projects may result in impacts on transportation, water resources, and utilities” and will be dealt with via permitting and approval processes. The limited description in this section fails to address any of the likely effects of the project and postpones any real analysis of the consequences to the environmental character of this area. One clearly identifiable potential effect is that the proposed extension of utilities and other investments in surrounding transportation systems by Hermantown and other jurisdictions, including possibly St. Louis County and the State of Minnesota, may well result in the complete urbanization of the Midway Road corridor between Interstate 35 in Midway Township and Trunk Highway 53 in Canosia Township. The potential resulting effects are cumulative and are tied to the City of Hermantown and the Hermantown Economic Development Authority’s intent for development in this area. Those lands should be included as part of this AUAR, if it is to proceed without further evaluation by the Responsible Governmental Unit (the RGU, in this case the City of Hermantown) or through other appropriate legal processes.

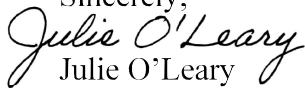
Similarly, the *Other Potential Environmental Effects* section of the study is limited to one sentence stating there “There are no other potential environmental effects that have not been addressed in preceding sections.” This is also inadequate. Because potential environmental effects are not sufficiently known or acknowledged, the *Draft Mitigation Plan* section is also inadequate. It lacks any detail or robust explanation of how impacts would be mitigated to

protect water and other natural resources, and the neighbors from noise, air pollution, and other impacts.

In summary, the project description in this AUAR is so vague and lacking in detail that it is difficult to know exactly what may be constructed on the site, what type of pollution, activities, and land uses will be conducted or generated there, and what effects they will have on the environment, the community and surrounding area. In spite of this, it is very clear that this project will be a large-scale land use change for the area and it is deserving of a thorough environmental review, which is not provided by the current AUAR process.

We encourage the City of Hermantown and the Hermantown Economic Development Authority to conduct a full and transparent process to evaluate the very significant impacts the proposed projects within the AUAR will have for the residents of Hermantown, surrounding communities within the Lake Superior watershed, and the natural and recreational resources in the region. As the RGU, the City of Hermantown must provide for a separate Environmental Impact Statement for any project within the AUAR area meeting the mandatory categories under Minnesota Rules, if such a project is not specifically addressed in the AUAR and mitigation measures adopted for it within the AUAR document.

Sincerely,

A handwritten signature in cursive script that reads "Julie O'Leary".

Julie O'Leary

On behalf of the W.J. McCabe Chapter, IWLA

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August 26, 2025

VIA EMAIL

Eric Johnson
City of Hermantown
5105 Maple Grove Road
Hermantown, Minnesota 55811
eric.johnson@hermantownmn.com

RE: Hermantown Industrial Alternative Urban Areawide Review (AUAR)

Dear Eric Johnson:

Thank you for the opportunity to review and comment on the AUAR for the Hermantown Industrial AUAR project (Project) located in Saint Louis County, Minnesota. The Project consists of an area totaling approximately 403 acres on 28 parcels in the City of Hermantown, Saint Louis County, Minnesota. The study area is bounded to the north by Morris Thomas Road, to the east by Midway Road and to the west by Solway Road. The southern boundary of the study area extends parallel to Saint Louis River Road, approximately 0.25 miles to the north. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility and other interests, the MPCA staff has the following comments for your consideration.

Watershed

- The development scenario will result in significant physical changes to the property (2.3 million cubic yards of excavation over 184 acres), but the AUAR lacks an adequate level of detail to evaluate the actual and potential environmental impacts and resulting effects created by the development. It is at the environmental review phase where important details such as site design, layout and scale are necessary to consider the project impacts in totality. Without these details, a greater burden is placed on permitting aspects, which typically examine the different components in isolation, rather than from an integrated perspective that environmental review provides.

Section 8., Cover Types

- It is not clear from the AUAR the extent to which the proposed changes in land cover types are incorporating avoidance and minimization of environmental impacts, or the location of proposed changes in proximity to wetlands and streams. Please provide additional detail describing the avoidance of existing environmental constraints (e.g., wetlands and streams) and how that is factored into the proposed changes in land cover types. For example, the development scenario proposes to permanently eliminate 29 acres of wetlands and seems to ignore the environmental services they provide.

Section 12., Subsection a.i., Surface Water

- The stream segment located in the southeast portion of the study area is an Unnamed Creek (Midway River Tributary), stream segment 04010201-685. The MPCA data indicate that the

entire stream segment (from the headwaters of segment 685 to the confluence with the Unnamed Creek, segment 682) is designated as a general coldwater stream (trout stream). Figures 13 and 17 incorrectly display only that portion of the stream in section 32 as a trout stream; however, the entire stream segment (685) that extends west into section 31 is also designated a coldwater stream.

- As indicated in the AUAR, Unnamed Creek (West Rocky Run Creek), stream segment 04010201-625 is a coldwater stream (trout stream) and was listed as impaired in 2012 for aquatic recreation due to elevated levels of *Escherichia coli* (*E. coli*) bacteria. A total maximum daily load study was completed by the MPCA and approved by the United States Environmental Protection Agency in 2018.
- Both streams are located within the larger Midway River Watershed and drain to the Midway River, also a coldwater stream (trout stream). Coldwater species, including brook trout, are an important indicator of water quality because they represent the condition of their aquatic environment (i.e., they live in the water and experience those conditions affecting water quality). A recent report by the MPCA, [Midway River Watershed Protection Study](#) (MPCA, August 2025) provides a detailed analysis of the Midway River and Tributaries, including existing conditions, vulnerabilities and potential projects for protection and restoration. The study may provide additional information and context for the Midway River Watershed, including streams on or near the development site.
- Trout streams, in essence, are more than the sum of their parts. A number of key components and conditions are needed for trout and coldwater obligate species to exist and thrive. These include clean, cold and clear water, higher level of dissolved oxygen, appropriate habitat conditions such as gravel substrate for spawning, an ability to move within a stream for lifecycle needs and areas for refuge when ideal conditions are diminished. It is not only the groundwater from the glacial sediments, the retention and release of water from wetlands, the high degree of water quality, the dynamic stability of the stream channels or the intact floodplain and riparian areas; all are needed in some combination to possibly result in a viable trout stream.

Section 12., Subsection b.ii., Stormwater

- The proposed development has the potential to significantly alter the existing water resources and water quality on the site. Hydrology will be changed through increased impervious surfaces (increasing temperatures, volumes, rates and timing of stormwater runoff), pervious surfaces (areas for stormwater detention, infiltration) will be eliminated, wooded areas/forest canopy (provides shading, water uptake, along with organic matter and woody debris to streams) will be significantly reduced, with a fraction of new trees being planted. These changes may also affect the groundwater – surface water interaction for the streams and those wetlands not proposed for impact, potentially making them more vulnerable to degradation. The Project will also increase pollutants often generated from development (increased runoff temperatures, increased sediment, oils and grease, deicing compounds, trash). While the AUAR cites permitting requirements and best management practices, concerns and unknowns remain on whether these actions on stormwater management will be adequate to be protective of the water resources.

Section 21., Cumulative Potential Effects

- The extension of public utilities (drinking water and sanitary sewer) into an area without these utilities presents a high likelihood that future development of adjacent properties will be facilitated.

- The negative effects on streams and watersheds began with the settlement and development of Duluth and surrounding communities. Much of the lower sections of watersheds were impacted over time through the development of urban areas (by straightening of streams, draining and filling of wetlands, changing hydrology through road building and altering floodplains). In general, the headwaters areas have experienced a lesser amount of development and alteration than urbanized portions, and they provide many services critical to maintaining the overall health of the streams. Without intentional efforts to preserve resources necessary to maintain water quality, incremental degradation of streams will continue.

We appreciate the opportunity to review this Project. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit actions by the MPCA. Ultimately, it is the responsibility of the Project Proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this AUAR, please contact me by email at chris.green@state.mn.us or by telephone at 507-476-4258.

Sincerely,

Chris Green

This document has been electronically signed.

Chris Green, Project Manager
Environmental Review Unit
Resource Management and Assistance Division

CG:rs

Attachment

cc: Dan Card, MPCA (w/attachment)
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Nicole Peterson, MPCA (w/attachment)
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Tom Estabrooks, MPCA (w/attachment)
Colin Boysen, MPCA (w/attachment)
Matthew Moon, MPCA (w/attachment)
Innocent Eyoh, MPCA (w/attachment)
Lauren Dickerson, MPCA (w/attachment)



CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Employee Handbook

☒ **RESOLUTION:** 2025-148 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve the Employee Handbook.

BACKGROUND

City Staff have been working with Terch & Associates to compile all of the various City policies related to employment into one handbook. As part of this process, we have also incorporated several new ones that have been required within the last year, specifically as they relate to Employee Safe and Sick Leave, and Paid Family and Medical leave. This version should now be up to date on the various new laws related to employment.

After approval by the City Council, the Handbook will be distributed to all employees.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Handbook

Resolution No. 2025-148

Resolution Approving The Employee Handbook For The City Of Hermantown

WHEREAS, the City of Hermantown recognizes the importance of maintaining clear, consistent, and legally compliant policies for all employees; and

WHEREAS, the City retained Terch and Associates, its Human Resources consultant, to prepare and review the Employee Handbook to ensure compliance with employment laws, City policies, and best practices; and

WHEREAS, the updated Employee Handbook has been reviewed by City staff and Terch and Associates to ensure accuracy and compliance; and

WHEREAS, the City Council finds it to be in the best interest of the City of Hermantown to adopt the Employee Handbook as the official guide for personnel policies and procedures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota, that the Employee Handbook, as presented on this date, is hereby approved and adopted, and shall become effective immediately; and

BE IT FURTHER RESOLVED, that City staff are authorized and directed to distribute the Employee Handbook to all current employees, and to provide copies to all future employees at the time of hire.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted on October 6, 2025.



Employee Handbook

Created September 2025

Drafted by: Terch & Associates

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History

Hermantown was incorporated as a city on December 31, 1975, but has a long history before this important date.

In 1867 a pair of families moving from upstate New York filed for homesteads in the area that was referenced in early Duluth history as “the land up over the hill.” The Kohlts family and the Acker family joined the long-established Native Americans in the area in 1871.

While there isn’t clear documentation of how the township was named, records do indicate that it was referred to as the Town of Herman in 1873, and by the turn of the century the Town of Herman had a population of 625. Ten years later the township had grown by 300 people and now featured a trio of two-room schools and a town hall. There were several sawmills, an ice company carving ice from Mogie Lake, a slaughterhouse at the intersection of today’s Haines and Hermantown Roads, and carrier mail service.

The growth of Herman, like many communities in the area, was set back by the great forest fire of 1918. With the help of the Red Cross, community members worked to quickly rebuild, but the population was trimmed to 842 in 1920.

In the 1930s, the federal government created subsistence housing projects designed to move people trapped in poverty in larger cities to new homes in rural locations. Two communities were selected in Minnesota – Herman and Austin. Dubbed the Jackson Project, the nearly 90 homes were completed by 1937.

An additional wave of newcomers joined the township in the 1950s from Duluth, lured by lower taxes, country living space, and a strong school district. Expansion continued that decade, as new family housing units for members of the Air Force were built, as well as a brand new elementary school.

In 1974, the City of Duluth announced its intention to annex two-thirds of the township. At that point Herman, which was strongly against annexation, had already applied to be designated a city by the state of Minnesota. On February 11, 1975, the Municipal Commission declared that the Town of Herman could become the City of Hermantown on December 31 of that year.

Since that point, the City of Hermantown has grown to more than 10,000 residents and become well-known for its balance of country living and proximity to large-city amenities. Still centered around strong schools, Hermantown also features growing business opportunities, outdoor experiences, and a tight-knit community.

Over the past several years, Hermantown has been one of the few growing communities in northern Minnesota. This growth is due to the vast array of quality of experiences provided in the community, as well as forward-looking planning that continues to show a bright future for Hermantown.

General Provisions

Introduction

The purpose of this employee handbook is to provide employees with a general familiarity with the employment-related policies and procedures at the City of Hermantown (“the City”). This employee handbook summarizes some of the most important employment policies and practices of our organization, but it does not contain all of our policies and procedures.

Nothing in this handbook is intended to create a contract for any purpose or duration, nor is it designed to provide any guarantee of employment or conditions of employment. The City reserves the right to clarify, amend or void any portion of this employee handbook at our sole discretion and with or without advanced notice.

This employee handbook supersedes all prior employee handbooks and related policies. However, when a provision in this employee handbook is contradicted by a local, state, or federal employment law or regulation, or a collective bargaining agreement, the applicable law, regulation, or contract shall take precedence. Updates and revisions will be made on an as-needed basis, and changes will be published.

Employment Classifications

Collective Bargaining Agreements or Contracts: Many employees within the City have employment covered by Collective Bargaining Agreements or other contract. Those employees should refer to their respective Collective Bargaining Agreements for the full terms of their employment.

Full or Part Time: Employees may be classified as “full time” or “part time”. A “full time” employee is one who is regularly scheduled to work at least 40 hours per work week. A “part time” employee is one who is regularly scheduled to work fewer than 40 hours in a work week.

Seasonal: Some employees may be classified as “seasonal”. A seasonal employee, regardless of how many hours they are scheduled to work per week, is a short-term employee expected to work fewer than 600 hours in a year.

Exempt or Non-Exempt: Further, employees may be classified as “exempt” or “non-exempt”. An “exempt” employee is one who is paid a salary for all hours worked within a workweek and is not eligible for an overtime premium. A “non-exempt” employee is one who is paid an hourly wage and may be eligible for an overtime premium or “compensatory time” for hours worked beyond 40 in a work week.

Exempt Employees Note: An exempt employee’s salary is for all hours worked in a workweek and may only be decreased for limited exclusions. An exempt employee who believes their pay

was reduced incorrectly may notify their supervisor via email and, if an error was made, the City will correct the mistake at the earliest possible opportunity.

Equal Employment Policy

It is the policy of the City to promote a diverse workforce. To that end, the City does not discriminate against any employee or applicant for employment on the basis of that person's race, religion, color, creed, national origin, sex, sexual orientation, disability, age, marital status, familial status, pregnancy status, veteran status, status with regard to public assistance, genetic information, membership in a local human rights commission, or any other class protected by law.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Respectful Workplace Policy

It is the policy of the City to maintain a respectful and professional work environment free from violence, discrimination, and other offensive or degrading remarks or conduct. The City will not tolerate such behavior by or towards any employee. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action.

Preserving the City as a respectful environment in which to work is a shared responsibility of both management and employees. It is not the intent of this policy to eliminate humor in the workplace. Humor that does not degrade another person can be a positive influence and can make the workplace more enjoyable and more productive. The City commits to maintaining a respectful work environment free from violence, discrimination, sexual harassment, and other offensive or degrading remarks or conduct.

Categories of Prohibited Behavior

The prohibitions extend to any location, activity or event associated with the City or its employees in their capacity as representatives.

Violent Behavior: Includes the use of physical force, harassment or intimidation.

Offensive Behavior: May include such work-related actions as: angry outbursts, inappropriate joking, vulgar obscenities, name-calling, disrespectful language, or the intentional filing of a false complaint under this policy. Although the standard for how employees treat each other will be the same throughout the City, there may be differences between work groups. If there is any question about what is appropriate, the employee should request clarification from his/her Department Head.

Discriminatory Behavior: Includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age.

Sexual Harassment: Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 and the Minnesota Human Civil Rights Act.

It includes unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal, or physical conduct of a sexual nature when submission to or rejection of this conduct explicitly or implicitly affects a term or condition of an individual's employment, or unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

The victim does not have to be of the opposite sex nor does the victim have to be the person harassed but could be anyone affected by the offensive conduct.

Responsibilities

All City employees are responsible for conducting themselves in a manner consistent with the spirit and intent of this policy. This policy applies to all officers and employees of the City, including but not limited to full and part-time employees, seasonal and temporary employees, City consultants and City Council members.

Employee Response to Disrespectful Workplace Behavior

Any person who feels he or she is being subjected to violent, discriminatory, offensive behavior or sexual harassment is encouraged to tell the harasser that he/she does not like his or her behavior, if they feel comfortable doing so. Violent behavior must be reported immediately after the incident to the City Administrator or the Police Department. Any employee who believes that offensive behavior is occurring must report it in writing within two business days after the occurrence. Any employee who believes that discriminatory behavior or sexual harassment is occurring must report it in writing within two business days after the occurrence.

Reporting

The report must be made to the City Administrator. If the complaint is regarding the City Administrator it must be submitted to the City Attorney. The reporting party should include a description of the incident(s), the name(s) of the person(s) committing the behavior, the name(s) of any witness(s), the date(s) of occurrence(s), and any other relevant facts.

Employer Response to Disrespectful Workplace Behavior

When the City knows, or circumstances are such that it should know, of the existence of the offensive behavior, discriminatory behavior or sexual harassment, it will take timely and appropriate action reasonably calculated to ensure such conduct stops.

Investigation

After a written report has been submitted, an investigation will be commenced. To the extent possible, the investigation will be conducted with the privacy and confidentiality of all involved persons in mind, however absolute confidentiality cannot be guaranteed but confidentiality will be kept on a “need to know basis”. The circumstances of each situation will dictate how the investigation will be conducted.

Tennessen Warning: A Tennessen Warning will be provided to each person involved in the investigation.

Report of Investigator Conducting the Investigation: Upon completion of the investigation the person conducting the investigation shall prepare a written report with respect to the complaint and his/her findings and recommendations with respect to the complaint. The report of the investigator shall be used by the person responsible for imposing any discipline.

Discipline

After the completion of an investigation, the City Administrator, or if the complaint is against the City Administrator, the Mayor will determine whether or not disciplinary action will be taken, and what type of discipline is warranted under the circumstances. The types of discipline include, but are not limited to: a verbal warning, written reprimand, suspension and termination. The alleged violator and the reporting party will be advised of the decision of the City Administrator or Mayor, as the case may be, as soon as possible after the decision is made with respect to discipline.

Retaliation

Retaliation against an employee for reporting or participating in an investigation is prohibited. Claims of retaliation will be investigated like original complaint.

Indemnification and Costs

An accused employee will be indemnified and defended to the extent the City’s insurance covers that employee, and only to that extent.

External Reporting

Discriminatory behavior and sexual harassment are prohibited by state and federal law. In addition to the internal reporting required under this policy, an employee may report discrimination and harassment to state and federal government agencies. Specifically, the Minnesota Department of Human Rights and the U.S. Equal Employment Opportunity Commission.

Requirements under MN Government Data Practices Act

The City will comply with the requirements of Minnesota Statute Chapter 13, as it may be amended from time to time, in relation to the release of information.

Policy Review

The City's Sexual Harassment Policy was originally adopted on April 12, 1992; and replaced by this Respectful Workplace Policy on December 1, 2003. This Respectful Workplace Policy may be changed from time to time by resolution of the City Council.

Employees with Disabilities

Employees with disabilities who require accommodations are encouraged to discuss their concerns and requests with the City Administrator. Employees with disabilities may be provided accommodations depending on the circumstance surrounding the request.

The City encourages applicants and employees with disabilities to seek the assistance they may need to be successful in their position, and the City will engage in the interactive process with any employee or applicant requesting an accommodation. No retaliation for making accommodation requests.

Pregnant & Nursing Employees

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. The City will not require an employee to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. The City will provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

Wage Disclosure Protection

Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of their own wages. The employer cannot retaliate against an employee for

disclosing their own wages. If an employee feels that their rights under this policy have been violated, they may report the alleged violation to the Minnesota Department of Labor & Industry.

Employment Policies

Appearance and Dress Code

The City has different dress codes for different departments. Employees in Fire, Public Works, or Police should be in the appropriate uniform for their day. Employees in the administrative offices should be in business casual or above, depending on their requirements for the day. Generally, an employee's appearance should be neat and inoffensive. If you have questions about any dress code expectations, please refer them to your supervisor.

Breaks

Employees, other than those who provide Police or Fire protection services, is entitled to a 15-minute break every 4 hours of consecutive work as well as an unpaid meal break of at least 30 minutes for every 6 hours of consecutive work.

Bone Marrow and Organ Donation Leave

The City will grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the City. The City will require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow.

The City will grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the City. The City will require verification by a physician of the purpose and length of each leave requested by the employee for organ donation.

Cannabis Usage for CDL Employees

Purpose

The City recognizes that City employees that hold a commercial driver's license ("CDL") who are impaired because of hemp, cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) (collectively referred to as "Cannabis Products") jeopardize the safety and health of other workers, the public as well as themselves.

Prohibition against Cannabis Products

City employees with a CDL are prohibited from using or being under the influence of Cannabis Products while operating any vehicle owned or operated by the City of Hermantown.

The City of Hermantown has a zero-tolerance policy for the use of or impairment by any Cannabis Products by a City employee with a CDL.

Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow a City employee with a CDL to use, possess, or be impaired by Cannabis Products.

Likewise, while Cannabis Products may be lawfully purchased and consumed in some circumstances, this does not permit a City employee with a CDL to use or be impaired by Cannabis Products.

There is no acceptable concentration of hemp or marijuana metabolites in the blood or urine of a City employee with a CDL. City employees with a CDL are subject to being disciplined, suspended, or terminated after testing positive for hemp or marijuana metabolites if the employee was found to have used or was impaired by Cannabis Products, including a City employee with a CDL who obtained a medical exemption for the use of Cannabis Products.

Complaint Policy

Policy

Any person who believes that an employee or representative of the City has acted improperly may bring a complaint to the City's attention pursuant to the following procedure.

Definitions

For the purpose of this policy, the terms set forth below are defined as follows:

Employee means any person employed full-time or part-time by the City, but does not include police officers, who are covered by the Citizen Complaint Policy and Procedures Regarding Officer Misconduct and Rules of Conduct for the Hermantown Police Department, Resolution No. 93-81.

Representative means a City Councilor, a member of any City Board, Committee, Commission, Task Force, any contractor including any person providing professional services to the City or any volunteer providing services to the City.

Complainant means a person who files a written complaint alleging an improper act by an employee or representative of the City.

Complaint means a statement that is made in writing, on the forms provided by the City, which alleges an employee or representative has acted improperly.

Investigator shall mean the person or entity who/that investigates the complaint.

Procedure for Initiating Complaint

Anyone who has personal knowledge of facts and wishes to file a complaint must do so in writing on the Complaint Form¹ provided by the City, which must include the signed Data Practices Advisory². A complaint must be filed within fifteen (15) days from the date of the alleged improper act or within fifteen (15) days from the date when the complainant becomes aware of the alleged improper act.

All complaints must be personally signed and notarized. All complaints shall be given to the City Administrator; however, if the complaint is regarding the City Administrator, it shall be given to the City Attorney.

The City Administrator, or the City Attorney in the case of a complaint regarding the City Administrator, shall investigate the complaint or shall forward the complaint to an independent person or entity for investigation.

Investigation of the Complaint

The Investigator shall investigate the allegations and make a determination as to whether the conduct alleged merits further action by the City.

Disposition

The City Administrator, or the City Attorney in the case of a complaint regarding the City Administrator, shall determine the appropriate disposition.

Maintenance and Disclosure of Data

Maintenance and disclosure of data collected, created or received by the City in connection with this policy shall be in accord with Federal Data Privacy Laws, the Minnesota Government Data Practices Act, and any other applicable law.

Drug, Alcohol, and Cannabis Prohibition

The City is a drug-free workplace. The possession, use, sale, or manufacture of illegal drugs, alcohol, or cannabis is strictly prohibited on all employer property and when working in the scope and course of employment. Appropriate disciplinary actions, which may include termination, will be taken against employees of the City for violations of this prohibition.

The City understands that drug and alcohol addiction can be an illness, and employees who may be suffering from addiction are encouraged to reach out to the City Administrator, who will provide a list of resources that offer treatment for this condition. Employees shall not be disciplined or discharged for communicating their addiction and/or requesting assistance provided they do not violate the policies contained in this handbook.

¹ See Appendix A

² See Appendix B

Earned Sick and Safe Time

All employees of the City receive Earned Sick and Safe Time (ESST). ESST is accrued at the rate of one hour of ESST for every 30 hours worked, up to 48 hours in a calendar year.

For employees who earn sick leave at a rate equal to or greater than 1 hour of leave for every 30 hours worked, that sick leave will be considered ESST and is usable as such. For employees who are part of a collective bargaining unit, the hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City. For paid on call firefighters, the rate of pay is the hourly work pay rate. Earned Sick and Safe Leave is tracked using the same system as the City's sick leave accrual and must be used in quarter-hour (15 minute) increments.

Employees who do not receive sick leave under a different policy accrue ESST at the rate of one hour per 30 hours worked, up to 48 hours in a calendar year. These employees may carry over all accrued but unused ESST up to a maximum bank of 80 hours.

Usage

ESST is usable for the following purposes:

- An employee's mental or physical illness, injury, or other health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; an employee's need for preventive medical or health care; or an employee's need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.
- To care for a family member of an employee with a mental or physical illness, injury, or other health condition; to care for a family member of an employee who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or to care for a family member of an employee who needs preventive medical or health care.
- For an absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; obtain services from a victim services organization; obtain psychological or other counseling; seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- For the closure of the employee's office due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. Per Minnesota Statute § 181.9447, subdivision 1, clause (4) employees are not eligible to use ESST for this purpose if the employee's preassigned or foreseeable work duties during a public

emergency or weather event would require the employee to respond to the public emergency or weather event.

- For purposes related to quarantining during a public health emergency.

Family member is defined as an employee's:

1. Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
2. Spouse or registered domestic partner;
3. Sibling, stepsibling, or foster sibling;
4. Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
5. Grandchild, foster grandchild, or stepgrandchild;
6. Grandparent or stepgrandparent;
7. A child of a sibling of the employee;
8. A sibling of the parents of the employee;
9. A child-in-law or sibling-in-law;
10. Family members, as defined above, for the employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. Up to one individual per year designated by the employee.

Advance Notice Required

If the need for Earned Sick and Safe Leave is foreseeable, the City requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe Leave as soon as practicable.

When an employee uses Earned Sick and Safe Leave for more than two (2) consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written

statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose.

The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

In accordance with state law, the City will not require an employee using Earned Sick and Safe Leave to find a replacement worker to cover the hours the employee will be absent.

Retaliation Prohibited

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

Benefits and Return to Work Protections

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their employment with the City at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within one hundred eighty (180) days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

Employee Recognition Policy

Policy

The Mayor and City Council, aware of the fact that public funds must be spent for public purposes pursuant to Minnesota Statutes and the laws of Minnesota which provide for the

expenditure of public funds only when done for public purposes. The Mayor and City Council do believe that it is necessary and proper to provide for the funding of an employee and volunteer recognition program for City employees and volunteers. The City of Hermantown provides a number of services to the residents of the community. At the heart of those services are the employees and volunteers of the City of Hermantown who work to create, manage and deliver them around the clock, every day of the year. Because of that ongoing commitment to excellence, the City of Hermantown has created an Employee Recognition Program to thank and recognize employees and volunteers for their hard work, dedication and years of service.

To provide assistance and guidance in the implementation of the program, the City Council has adopted the following public purpose guidelines for use by the City Administrator, elected officials and appointed department heads to establish specific administrative policies and procedures that are consistent with these guidelines. This policy is designed to enhance productivity and foster excellence by maintaining a productive environment for City employees and volunteers.

Definition: A public purpose expenditure is one which relates to the purpose for which the City of Hermantown exists and the duties and responsibilities of Hermantown, its elected and appointed officials, employees and other representatives.

Public Purpose

1. Training and development programs for the City of Hermantown employees and its official representatives serve a public purpose when those training and development programs are directly related to the performance of the employees and the officials job-related duties are directly related to the programs/services for which the City is responsible.
2. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by the City of Hermantown employees and its official representatives in connection with their actual work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Hermantown has responsibility.
3. Appropriate safety, wellness and health programs for the City of Hermantown employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Hermantown, including various costs associated with workers compensation and disability benefit claims, insurance premiums, and lost time from employee absences.
4. Public expenditures for food and refreshments associated with official City of Hermantown functions serve a public purpose when the provision of food or refreshments is an integral part of an official City of Hermantown function and the provision of food or refreshment is necessary to ensure meaningful participation by the participants. No purchase of alcoholic beverages is allowed.

5. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for the City of Hermantown to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and private sectors.

Specific Programs and Expenditures

All expenditures for the City of Hermantown must be valid based upon the public purpose for which it is purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

Employee Recognition Program

The City of Hermantown City Council recognizes the hard work and service performed by the employees of the City of Hermantown through a formal Employee Recognition Program. The City Council believes the benefits of attracting, retaining, and motivating employees through an Employee Recognition Program support employee job satisfaction, which in turn impacts cooperation and productivity. The result is to provide excellent public and customer service to better serve the interests of the citizens of the community.

The Employee Recognition Program is considered “additional compensation” for work performed by employees but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

Recognition will go to eligible employees based strictly on longevity and will in no way be connected to performance.

The Program will include:

1. The Mayor will recognize all 5-year increment anniversaries at the City Council meetings.
2. The Mayor will recognize in person and present certificates of recognition at City Council meetings for any employee with 20 years of service or more (5- year increments). Employees are encouraged to be recognized by the City Council but are not required to attend.
3. An employee will receive recognition for service at the City Employee Picnic or Employee Recognition Luncheon. New employees receive a City Logo tee shirt and employees completing 5, 10, 15, 20, 25, 30, and 35 years of service receive city identifiable clothing. The recognition year runs concurrently with the calendar year (January 1 to December 31 of the current year). In addition to city identifiable clothing, employees shall receive a “Certificate of Recognition” for the number of years being recognized. Recognition will be given as follows:

New Employee

Tee shirt with logo

5 years	\$ 25.00 value clothing with logo and certificate
10 years	\$ 50.00 value clothing with logo and certificate
15 years	\$ 75.00 value clothing with logo and certificate
20 years	\$100.00 value clothing with logo and certificate
25 years	\$125.00 value clothing with logo and certificate
30 years	\$150.00 value clothing with logo and certificate
35 years	\$175.00 value clothing with logo and certificate
Retirement	\$200 value gift and plaque

Recognition will go to all full-time and permanent part-time employees based strictly upon longevity and will in no way be connected to performance. This recognition will be based on “continuous” service with the City from the employee’s initial start date whether it is part-time or full-time. The recognition will be based on the concept of peers honoring peers.

During the initial start-up of the program, it is not the intention of the City to provide recognition to each and every employee who has exceeded one of the threshold years identified above. Employees shall be first eligible for this program during the year they actually have worked one of the years identified above.

4. Retirement: The City will host and pay for a retirement dinner for Department Heads who retire from the City with at least 10 years of service to the City. This event would provide food and non-alcoholic beverages for employees and guests. The event would be after normal working hours and would be strictly voluntary. It would not be considered time worked.
5. The City may also send flowers if one of the following occurs:
 - Death of the employee;
 - Death of the employee if they left employment due to a health condition
6. The City may send flowers in the event of one of the following occurrences:
 - Serious accident or illness to an immediate family member (spouse, parent/in-laws, child, grandparent or grandchild);
 - Death of a former employee;
 - Death of a former City employee’s spouse, parent or child.
 - Serious accident or illness to employee while still employed;
 - Surgery;
 - Birth of a child while employed by the City;
 - Death of a family member while employed including spouse, parent/in-laws, child, grandparent or grandchild.

7. The City will provide a card and cake or comparable food item when a permanent City employee in good standing leaves City employment.
8. The City supports other events that are planned and paid for by employees. Examples of such events include the employee potluck dinners, golf and bowling tournaments.
9. The City supports recognition plaques in recognition of long-time service or retirement of City employees and/or City Councilors.
10. At his/her request, an employee or elected official may decline any of the recognition items. However, no substitutions will be made if recognition items are declined.
11. For purposes of this policy, retirement means permanent separation from the City of Hermantown by an employee who terminates employment in good standing, or the decision by an elected official to resign from his/her position or defeat in an election and the employee or elected official is then eligible to receive a retirement annuity from the Public Employees Retirement Association (PERA).

The cost of the elements of the Employee Recognition Program will be included as a separate line item in the City of Hermantown Budget. This line-item will be approved annually by the City Council as part of the overall budget approval process which includes a public hearing on the proposed budget.

Employee Safety and Wellness Programs

The City Council recognizes the importance of employee health and safety as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance program.

The Employee Safety Program is funded by the departmental budgets. The City supports programs created by the Safety Committee to promote and retain a safe work environment.

Meeting Food/Meals

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Council definition of public purpose expenditures in regards to food and meals.

1. Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda.
2. Meals and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues or are a part of an employee training. These meetings would also normally have a pre-planned agenda. These meetings could include new employee receptions to introduce new employees to existing employees, provide an

orientation to the City, and promote teamwork and cooperation. This does not include routine staff meetings.

3. Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official city business when it is the only practical time to meet. Usually these meals involve meeting with City Council members, Committee/Commission members, or local business/fraternal organizations. Payment for fees relating to a special event, such as a Chamber of Commerce event may also be allowed where approved by the City Administrator and when attendance is deemed to meet the public purpose guidelines for community or customer outreach and marketing of the City.
4. During official meetings of the City Council, Council committees, advisory boards/commissions, and task forces.
5. Travel expenses for employees are outlined in the City of Hermantown Employee/Councilor Travel Policy.
6. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and where the department head deems appropriate as recognition of efforts above those normally required. Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Head to assure the delivery of quality emergency response service.
7. No purchase of alcoholic beverages is allowed.

The cost of these meals or fees is included in the departments' travel/conferences line-item in the City of Hermantown Annual Operating Budget. These line-items are approved annually by the City Council as part of the overall budget process which includes a public hearing on the proposed budget.

Volunteer Recognition Program

The City of Hermantown City Council recognizes the hard work and service performed by the volunteers of the City of Hermantown through a Volunteer Recognition Program. The City Council believes the benefits of attracting and retaining volunteers who serve on its various commissions and boards through a Volunteer Recognition Program support citizen participation within the governmental process. The result is to provide excellent public and customer service to better serve the interests of all citizens of the community.

The Program may include:

1. The City may provide certificates of appreciation for service as a volunteer member on one of the City's various commissions and boards.
2. The City may send a card once a year thanking the members for their service.
3. The City may host and pay for an Employee and Volunteer Appreciation party on an annual basis. This event would provide food and non-alcoholic beverages for employees, volunteers and their guest. The even would be after normal working hours and would be strictly voluntary. It would not be considered time worked.
4. The City may recognize Hermantown youth involved in community programs, for example the Eagle Scout program.

Membership, Dues, and Donations

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve or develop the City's resources and advantages and not personal interest or gain.

The cost of memberships/dues is included in the departments' dues & subscriptions line-item in the City of Hermantown Annual Operating Budget. These line-items are approved annually by the City Council as part of the overall budget approval process which includes a public hearing on the proposed budget.

Conclusion

The Hermantown City Council has determined that the above expenditures are valid expenditures and serve a public purpose.

Exercise Facilities Usage

No person will be authorized to use the exercise facilities unless they are a permitted part and they have completed an exercise facilities usage agreement³ which has been approved by the City.

Extended Leaves of Absence

Employees who are seeking extended leaves of absence unrelated to personal days, vacation days, sick leave, accommodations for disabilities, military service, or any other policy may request a leave of absence from the City Administrator.

- Leave without pay may be granted only to employees who have maintained a satisfactory service record and employed by the City for a period of 60 consecutive months.

³ See Appendix C

- A leave request without pay of less than 12 working days must be submitted in writing to the City Administrator and the respective Department Head and approved by the City Administrator.
- A leave request without pay of more than 12 days must be submitted in writing to the City Administrator, the respective Department Head, must be approved by the City Council and shall not be granted for a period longer than 6 months.
- A leave request shall state the duration of the leave, purpose of the leave and where appropriate, shall be accompanied by supporting documents. An employee receiving a leave of absence shall provide written authorization to permit the City to validate the extent and purpose of the leave upon request.
- All requests for periods to exceed 12 working days must be filed with the proper officials at least 10 days in advance of such leave.
- After 30 days all employee benefits provided by the City of Hermantown shall cease. As provided by State and Federal law, an employee may participate in certain benefits such as health insurance, etc. at his/her own cost.

Family and Medical Leave

Minnesota Parental Leave Law

- Employees may take up to 12 weeks of unpaid leave during pregnancy or upon the birth or adoption of their child.
- Leave begins at the time requested by employee but must be within 12 months of the birth or adoption.
- Benefits shall continue but employees must pay for their portion of the premium as normal.
- Leave may be reduced by any paid parental or disability leave but not by sick leave, so that the total parental leave does not exceed 6 consecutive weeks
- Employee is entitled to reinstatement to the former position or a position with comparable duties, hours and pay
- Employee retains accrued pre-leave benefits, seniority and automatic pay adjustments, if any, as if there was no interruption in service
- Accrual of benefits or seniority during the parental leave shall be determined by the applicable collective bargaining agreement or other agreement between the employee and City
- An employee, by agreement with the City, may return to work part time during the leave, but in no event shall the leave exceed 6 consecutive weeks

School Conference & Activities Leave

- Employee must have worked for an average of half the normal hours worked by a full-time employee
- The employee may use up to a total of 16 hours during any 12 month period to attend school conferences or activities or to observe child care services for that employee's child

- Provided that such conference, activity or observation cannot be scheduled during non-work hours
- If possible the employee must provide notice and must attempt to schedule the conference, activity or observation at the least disruptive time
- The leave will be unpaid, but the employee may use vacation leave

Federal Family and Medical Leave Act (FMLA)

The City complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact your supervisor and include an HR representative.

Eligibility

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at least twelve (12) months for the City.
- Have worked at least 1,250 hours for the City over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active-duty status.
- To care for a covered service member with a serious injury or illness.

Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period looking forward from

the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to their supervisor and include an HR representative.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day

the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, an HR representative of the City will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the last day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other

employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation and personal leave prior to being eligible for unpaid leave. Employees may also use sick leave, which may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of pregnancy or parental leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee will not be required to use paid time off during FMLA leave if the reason for the leave is due to a lost-time workers' compensation injury. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Information Security Policy

General Information

The purpose of this Information Security Program ("ISP") is to provide a security framework that will ensure the protection, confidentiality, integrity, and availability of the City of Hermantown (hereinafter referred to as "City") information assets, physical assets, City information, and

customer information (collectively, “City Assets”). Standards and procedures related to this ISP will be developed and published separately.

City owned computers and related equipment used by City employees, elected officials, appointed commission members, administrative consultants, contractors, or third parties, referred to as (“ISP Parties”) throughout this document, are property of the City and subject to these Information Security policies, standards, and practices. The City reserves the right to inspect, without notice, all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by ISP Parties. The City may conduct inspections on an as-needed basis as determined by the City Administrator or Director of Finance & Administration.

Beyond this policy, the city’s City Administrator or Director of Finance & Administration may distribute information regarding precautions and actions needed to protect City systems; all ISP Parties are responsible for reading and following the guidance and directives in these communications.

The City reserves the right to change these policies at any time with such prior notices, if any, as the City deems reasonable under the circumstances.

All ISP Parties and/or contractors that will work with the City’s computers are responsible for reading and adhering to these policies. It is the responsibility of supervisors that each of the ISP Parties and/or contractors with computer access has received this document.

Personal Use

The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Some controls are necessary, however, to protect the City’s equipment and computer network and to prevent abuse of this privilege.

Reasonable, incidental personal use of City computers and software (e.g., word processing, spreadsheets, email, Internet, etc.) is allowed but should never preempt or interfere with work. All use of City computers and software, including personal use, must adhere to provisions in this policy, including the following:

- ISP Parties shall not connect personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) to City-owned systems, without prior approval from the City’s IT Consultant. If permission to connect these tools/peripherals is granted, the ISP Parties must follow the directions provided under Security/Network Access for protecting the City’s computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to mp3 files, wav files, movie files, iTunes files, or any other file created by copying a music CD, DVD, or files from the Internet. The City’s IT Consultant staff will delete these types of files if found on the network, computers, or other City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.

- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the City Administrator or Director of Finance & Administration to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to the City Administrator or Director of Finance & Administration for a determination.

Hardware

In general, the City will provide the hardware required for an ISP Parties to perform his or her job duties. Requests for new or different equipment should be made to your supervisor, who will forward the request to the City Administrator or Director of Finance & Administration.

Only City staff may use City computer equipment. Use of City equipment by family members, friends, or others is strictly prohibited.

ISP Parties are responsible for the proper use and care of City-owned computer equipment. City computer equipment must be secured while off City premises; do not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment should not be exposed to extreme temperature or humidity. If a computer is exposed to extreme heat, cold, or humidity, it should be allowed to achieve normal room temperature and humidity before being turned on.

Laptops, iPads & Mobile Phones

The City will not supply laptop computers based solely on the desire of ISP Parties to work offsite. Laptops will only be issued to ISP Parties who have a documented business need for a laptop.

iPads are provided to ISP Parties whose job performance requires or would be enhanced by their use. The City has ownership over all of the data on the device. There shall be no expectation of privacy. Detailed information concerning City owned iPads is public information, except when otherwise classified by statute. The ISP Parties will turn in all City owned iPads upon termination.

Mobile phones are provided to ISP Parties whose job performance requires or would be enhanced by their use. Use of mobile phones for business purposes is at the discretion of each department head. Participating departments shall review and assign mobile phones and services consistent with their procedures and the policy and procedures herein. The scope of this policy covers both City owned mobile phones and service and ISP Parties owned mobile phones and service, including a reimbursement for eligible ISP Parties. The City may provide its ISP Parties, who acknowledge and agree to the terms in this policy, the opportunity to use mobile devices, whether owned by the City or ISP Parties (collectively, "BYOD Users"), for business purposes to access and use email and other authorized City systems and information (collectively, "City Data").

BYOD "Bring Your Own Device" means a computer, smart phone, tablet, or other device that is authorized to access City Data or is used to backup any such device and is owned by either the City or BYOD Users.

ISP Parties are expected to use mobile phones responsibly and in accordance with this policy and any applicable work rules. ISP Parties shall follow local and State regulations regarding mobile phone use while operating a motor vehicle.

The city owned mobile phones may be used for both City and personal business. The City has ownership over all of the data on the device. There shall be no expectation of privacy. Detailed information concerning City owned mobile phones is public information, except when otherwise classified by statute. The ISP Parties will turn in all City owned devices upon termination. When an ISP Parties terminates their relationship with the City, they MUST, prior to their final working day with the City, submit their City owned device (and any applicable passwords, if required) to the City in order to: (i) remove any and all City data from the device; and/or (ii) delete City data from any backup systems maintained by the ISP Parties.

The City may take appropriate actions, at its discretion, to safeguard City Data, including remotely wiping the device (which will return it to factory default settings and may result in the deletion of ALL of the ISP Parties' personal information maintained on the device) or seeking judicial intervention to compel submission of the device to inspection by the City.

Management ISP Parties, per the city's Management Compensation Plan, who use ISP Parties owned mobile phones to conduct City business may be eligible to receive a mobile phone reimbursement. The mobile phone reimbursement is intended to help defray the costs of City business on an ISP Parties owned "BYOD Users" phone. ISP Parties are limited to either a City issued device or a mobile phone reimbursement, but not both. The reimbursement is a fixed amount per month and will be remitted to the ISP Parties two times per year. Termination of employment will end participation.

Software

The City of Hermantown complies with all software copyright and terms of all software licenses. City ISP Parties and/or contractors may not duplicate licensed software or related documentation. Any such duplication may subject ISP Parties, contractors, and/or the City to both civil and criminal penalties under the US Copyright Act. Personal software may be installed only at the direction of the City Administrator or Director of Finance & Administration. City owned software may not be loaded onto external systems unless agreement allows such use and the City Administrator or Director of Finance & Administration approves.

At the request of the City, ISP Parties' MUST immediately surrender physical possession of their device (and any applicable passwords) to the City. BYOD Users do not have a right of privacy nor should they expect privacy while using a Personal Device to access City data. Any personal device is, at all times, subject to the City's right to access the personal device, with or without

notice, to monitor, investigate, review, delete, collect data, remotely wipe data, and/or remotely disable the personal device at any time and for any reason. This may include the ability to view applications on the device and the ability to identify the location of the device through location-based services. The City will not be liable for the loss of any personal data arising from such actions. The City may also, at any time and without notice, collect information from a personal device for litigation or law enforcement purposes. By accepting this policy, the BYOD User consents to disclosing and monitoring of personal device usage, including the contents of any files or information maintained or passed through that Personal Device.

ISP Parties' shall indemnify and hold the City harmless from and against any and all claims, damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to or resulting from any non-compliance with the Terms and Conditions. The City is not responsible for any damages, loss of personal data or content, or any other costs or expenses incurred by the ISP Parties relating to the device.

In general, the City will provide the software required for an ISP Parties to perform his or her job duties. Requests for new or different software should be made to your supervisor.

ISP Parties shall not download or install any software on their computer without the prior approval of the City Administrator or Director of Finance & Administration. Exceptions to this include updates to software approved by the City's IT Consultant such as Microsoft updates, or other productivity software updates. the City's IT Consultant may, without notice, remove any unauthorized programs or software, equipment, downloads, or other resources.

Electronic Mail: The City provides ISP Parties with an email address for work-related use. Some personal use of the City email system by ISP Parties is allowed, provided it does not interfere with an ISP Parties' work and is consistent with all City policies.

ISP Parties emails (including those that are personal in nature) may be considered public data for both e-discovery and information requests and may not be protected by privacy laws. Email may also be monitored as directed by the City authorized staff and without notice to the ISP Parties.

As a matter of routine, the City will not monitor email or voice mail messages. However, the City, through its managers and supervisors reserves the right to review the contents of ISP Parties and/or contractor email and/or voice mail files. Also, ISP Parties may not intentionally intercept eavesdrop, record, alter, or receive other people's emails or voice mail messages without proper authorization.

ISP Parties may not access work email addresses on their personal devices without prior approval of the department head.

ISP Parties must adhere to these email guidelines:

- Never transmit an email that you would not want your supervisor, other ISP Parties, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, swearing, etc.).
- Records of Internet access, such as sites visited, images reviewed, and email sent, may be recorded and monitored by us at any time with no expectation of privacy.
- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or “spam” email without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.
- To avoid any issues related to open meeting laws, any emailing by or to City Council members should never be a group email with more than 2 City Council members. Emailing to or by City Council members during a City Council meeting is strictly prohibited.

Texting & Instant Messaging: ISP Parties should use caution when using texting or other instant messaging applications. Texting should be limited to transitory discussions. (For example: “I am running late.” Or “I will meet you at ____.” To avoid any issues related to open meeting laws, any texting by or to City Council members should never be a group text with more than 2 City Council members. Texting to or by City Council members during a City Council meeting is strictly prohibited.

Texting on City owned mobile phones or on phones for which ISP Parties are reimbursed may become a matter of public record.

ISP Parties are not allowed to use Instant Messaging as a mechanism for personal communication through the City’s computer network or when using City equipment, and are not allowed to download or install any other IM software package on their City computer.

Security

Passwords: ISP Parties are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Password requirements are determined by the City’s IT Consultant.
- Passwords should not be shared or told to other staff. If it is necessary to access an ISP Parties’ computer when he or she is absent, contact your supervisor or the City Administrator or Director of Finance & Administration; the City’s IT Consultant will not provide access to staff accounts without approval of the City Administrator or Director of Finance & Administration.
- ISP Parties should use reasonable care to store passwords in a secure location to prevent unauthorized use. For example: Post it notes on desk. Work passwords should not be identical to personal passwords.
- ISP Parties must change passwords as determined by the City’s IT Consultant.

Network access: Non-City-owned computer equipment used in the City's building should only use the wireless connection to the Internet. Non-City-owned equipment should not be connected to the City's computer network via a network cable. Exceptions may be granted by City Administrator or Director of Finance & Administration. Non-City-owned computer equipment should only use the "Hermantown Public" Guest network only. The City's private Wi-Fi network should never be accessed using any type of personal device.

Personal computer equipment may not be connected to the City's network without prior approval of the City Administrator or Director of Finance & Administration. Personal equipment may be subject to password requirements or other electronic security measures as determined by the City Administrator or Director of Finance & Administration. The City supports self-expression, including the right to express oneself to others via Internet blogs, social web pages, posting on open forums, or speaking during public events. Online social networking sites and other online communication platforms and technologies, such as Facebook, LinkedIn, Twitter, YouTube and blogs, are primarily aimed at personal relationships and communications among individuals. While users may use these media to communicate with friends and family outside of work, users should be mindful that whatever users publish will be public for a long time, and is available to the City and vendors and customers to view.

Remote Access to the Network: Examples of remote access include, but are not limited to: Outlook Web Access (web mail), virtual private network (VPN), Windows Remote Desktop, and Windows Terminal Server connections. While connected to City computer resources remotely, all aspects of the City's Computer Use Policy will apply, including the following:

- Remote access to the City's network requires a request from a supervisor and approval from the City Administrator or the Director of Finance & Administration. Remote access privileges may be revoked at any time by an ISP Parties' supervisor.
- If remote access is from a non-City-owned computer, updated anti-virus software must be installed and operational on the computer equipment, and all critical operating system updates must be installed prior to connecting to the City network remotely. Failure to comply could result in the termination of remote access privileges.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing the City's network to visit websites.
- All transmittal of Company Sensitive Information and Personal Identifiable Information on public networks or wireless systems will be done using encryption technology. For instance, email encryption, PGP, VPN, secure file transfer, WPA2, and SSL can be used.

Internet

The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Reasonable personal use of the Internet is permitted. ISP Parties may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people,

ances, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it. There may be reasons for law enforcement to research some of these sites for investigations. This research should be authorized through a supervisor. Since the City uses a firewall that blocks sites that are inappropriate, there may be instances of an appropriate website being blocked. If this occurs, contact the City Administrator or Director of Finance & Administration and efforts will be made to make that site available if the site is deemed appropriate by the supervisor and the City's IT Consultant staff.

- ISP Parties should not access a website or location where a fee is charged without prior approval of the supervisor. ISP Parties are responsible for such charges that are not pre-approved and shall reimburse the City in full for such charges.
- If an ISP Parties' use of the Internet is compromising the integrity of the City's network, the City's IT Consultant staff may temporarily restrict that ISP Parties' access to the Internet. If The City's IT Consultant staff does restrict access, they will notify the ISP Parties, the ISP Parties' supervisor and the City Administrator as soon as possible, and work with the ISP Parties and manager to rectify the situation.
- The City may monitor or restrict any ISP Parties' use of the Internet without prior notice, as deemed appropriate by the ISP Parties' supervisor.

This policy provides awareness and notification of what we deem to be acceptable and unacceptable use of the Internet. It is necessary to make sure that the Internet is properly used to avoid distractions in the work environment, and to avoid certain risks including virus attacks, compromise of City network systems and services, and legal issues.

Internet/intranet/extranet access is granted expressly for ISP Parties and other approved users for the purpose of conducting approved business purposes. Authorized and unauthorized usage, personal or incidental use, is authorized for limited purposes and will be subject to the following guidelines:

- The use must not constitute a conflict of interest. Personal business or use for personal gain constitutes a conflict of interest.
- Personal use is on personal time (hours not charged to us) and must not interfere with our business or normal work activities, and not adversely affect performance of the ISP Parties, surrounding ISP Parties, the organization, or business functions.
- Illegal, obscene, pornographic, or offensive material must not be accessed, viewed, downloaded, or sent.
- Any access that could result in significant incremental cost, such as noticeable additional electronic mail traffic, large non-business-related file transfers, and the like are not permitted.
- Use must not involve any illegal or unethical activity (e.g., gambling, Warez sites containing pirated software, movies, games, or illegal hacking/cracking tools).
- The addition of any hardware that would allow additional access to the Internet is prohibited.
- Users should not bring personal computers or data storage devices (such as CDs/DVDs, external hard drives, USB or flash drives, iPods, or other data storage media) to connect them to our network.
- Downloading or sending unapproved software, computer viruses, malicious code, or any unauthorized attempts to access another person's data or City's intranet are prohibited.

- Users are responsible for determining the sensitivity and need for further encryption to secure City confidential or sensitive information prior to posting, transmitting or sending it via the Internet. If unsure, the user is responsible for contacting the City Administrator or Director of Finance & Administration for assistance.
- City websites or web servers are not to be used for posting non-business-related data or for the illegal distribution of data, such as software, games, movies, code or other inappropriate data.

Privacy and Monitoring

By using the Internet access provided by City, users agree to this policy and acknowledge that records of Internet access, such as sites visited, images reviewed, and email sent, may be recorded and monitored by us at any time with no expectation of privacy and that:

- Encrypted technology that meets our requirements will be employed.
- We own the rights to all data and files in our computers, network, or other information systems, subject to applicable laws. Users may not access networks, servers, drives, folders, or files to which the user has not been granted authorization. Users may not destroy, delete, erase, or conceal files or other data, or otherwise make files or data unavailable or inaccessible. In addition, users may not access another ISP Parties' computer, computer files, or electronic mail without authorization from their supervisor.
- We license the use of certain commercial software application programs from third parties for business purposes. Third parties retain the ownership and distribution rights to this software. Users may not use or distribute licensed software.
- By using our equipment or the Internet access provided by us, users consent to the monitoring of all network and information systems. We may use software that allows us to monitor messages, files, etc. stored, viewed, sent or received on City's network. This includes, but is not limited to, electronic mail ("e-mail") messages sent and received using our equipment or Internet access provided by us are not private and are subject to viewing, downloading, inspection, release, and archiving by us. We have the right to inspect files stored in private areas of the City network or on individual computers or storage media to assure compliance with our policies and applicable state and federal laws.

Data Retention

Electronic data should be stored and retained in accordance with the City's records retention schedule.

Storing and Transferring Files: If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private, check with your supervisor. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the City Administrator.

ISP Parties must adhere to these guidelines when transferring and storing electronic files:

- All electronic files must be stored on identified network drives and folder locations. The City will not back up documents stored on local computer hard drives, and holds no responsibility for recovery of documents on local computer hard drives should they fail. Files may be

temporarily stored on a laptop hard drive when an ISP Parties is traveling/offsite; however, the files should be copied to the network as soon as possible.

- Electronic files, including emails and business-related materials created on an ISP Parties' home or personal computer for City business, must be transferred to and stored in designated locations on the City's network. City-related files should not be stored on an ISP Parties' personal computer, unless otherwise defined in this policy.
- All removable storage media (e.g., CD-ROM, flash or USB drive, or other storage media) must be verified to be virus-free before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage.
- Email that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by ISP Parties for more than three months. The City will not retain emails longer than one year on the network or in network back-ups.
- Electronic files or emails that may be classified as protected or private information should be stored in a location on the City's network that is properly secured.
- Any files considered private or confidential should not be stored anywhere other than the City's network. If there is a need to take confidential information offsite, it must be stored on encrypted media; the City's IT Consultant can assist in the encryption of media.

Jury Duty

The City supports all employees in fulfilling their civic duty to serve as a juror. Employees who are called to jury duty should notify their manager about the dates of their service as soon as practicable.

The City of Hermantown will provide paid jury duty leave, compensated at the employee's normal rate, to any employee who must serve on a jury. To be eligible for this paid leave, the employee must sign over their jury check to the City for each day of jury service.

Employees must return to work whenever dismissed from jury duty.

Military Leave Policy

Purpose

This policy outlines the rights and procedures under the Uniformed Services Employment and Reemployment Rights Act (USERRA) to ensure that employees who serve or have served in the uniformed services are not disadvantaged in their civilian careers and are promptly reemployed in their civilian jobs upon their return from duty.

Scope

This policy applies to all employees of the City who serve or have served in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service Commissioned Corps, and other categories designated by the President of the United States in time of war or emergency.

Policy Statement

The City is committed to complying with USERRA and Minnesota law ensuring that employees who serve in the uniformed services are treated with fairness and respect. The City will not discriminate against employees because of their military service and will adhere to all requirements regarding job protection, reemployment, and benefits.

If there are any inconsistencies between the provisions of this policy and applicable federal or state law, the provisions of applicable federal or state law shall govern even if the terms of this policy are more beneficial to the employee than applicable federal or state law.

Paid Leave from Municipal Employment

Employees who serve in the National Guard, or any other component of the militia of the state now or hereafter organized or constituted under state or federal law, or who shall be a member of the officers' reserve corps, the enlisted reserve corps, the Naval Reserve, the Marine Corps reserve, or any other reserve component of the military or naval forces of the United States now or hereafter organized or constituted under federal law may take up to 15 days of paid leave, either at one time or up to 15 separate days, without a reduction in their pay or the use of any pool of paid time off.

These employees must provide notice as soon as practicable, must return to municipal service after the period of leave (with some exceptions), and must serve satisfactorily in order to receive the pay under this provision. Leave in excess of this time will be unpaid.

Rights of Employees Under USERRA

1. Non-Discrimination and Non-Retaliation:

- Employees are protected from discrimination in hiring, retention, promotion, or any benefit of employment based on their membership in the uniformed services.
- Retaliation against an employee for exercising their rights under USERRA is strictly prohibited.

2. Leave of Absence for Military Service:

- Employees are entitled to take an unpaid leave of absence for the performance of duty in the uniformed services. This includes active duty, training, and any other obligations.
- Employees will be allowed to use accrued personal days, vacation, and/or comp time during unpaid military leave. To do so, employees must notify the City either during the transition meeting and by completing a time card for the pay period they elect to use the paid leave. Employees will continue to accrue vacation, personal leave, and sick leave while on unpaid military leave.
- The duration of military leave may vary, but employees are generally entitled to be reemployed if the cumulative length of absence does not exceed five years, with certain exceptions.

3. Reemployment Rights:

Employees who leave their job for military service are entitled to be reemployed in their civilian job with the same seniority, status, pay, and benefits they would have attained if they had remained continuously employed.

To be eligible for reemployment, the employee must:

- Have provided advance notice to the employer (unless precluded by military necessity).
- Have served under honorable conditions.
- Report back to work or apply for reemployment within the required time frame, which varies depending on the length of military service.

4. Health and Pension Benefits:

- Employees on leave of less than 31 days will not be required to pay more than their normal contribution for benefits.
- Employees on military leave may elect to continue their insurance coverage. If elected, the employee is responsible for paying up to 102% of the full premium for coverage after 31 days of service.
- All insurance coverages continue until the last day of the first full month following the first day that such employee reports for duty. Employees on military leave, whose benefits would terminate due to the absence have the right to elect continued health insurance coverage for themselves and their dependents for up to 24 months while serving in the military.
- Upon reemployment, pension benefits must be restored as if the employee had not been absent for military service.
- If an employee on military leave is eligible for PERA, contributions do not need to be made for such employee while he/she is on unpaid military leave. If such employee returns to the City following military leave he/she may be eligible to

receive credit for the period of his/her military leave by making the employee contributions to PERA. Contributions to PERA are based on the salary and plan rates in effect during the period of the military leave.

Procedures

1. **Notification of Military Service:**

- Employees must provide written or verbal notice to their supervisor or the City Administrator as soon as possible prior to taking military leave, unless military necessity prevents it. Preferably, employees will provide written notice via email as soon as the necessity of leave is known and will provide include a copy of the official military order.
- If practicable, the City will schedule a transition meeting with the employee to discuss the employee's service and the employee's options for benefits.

2. **Request for Reemployment:**

- For leave between 1 and 30 days, employees do not need to request reemployment, instead they simply need to attend work as normally scheduled after returning. Employees are entitled to at least 8 hours to rest before returning to work.
- Upon completion of military service of 31 days or more, employees should promptly contact the City Administrator to request reemployment. The request should include documentation of the length and character of service.

3. **Reemployment Process:**

- The City will verify the employee's eligibility for reemployment under USERRA and will coordinate with the relevant department to facilitate the employee's return to work.
- The employee will be reinstated in a position they would have held if they had not been absent or in a position of like seniority, status, and pay.

4. **Pension and Retirement Benefits:**

- Upon reemployment, the City will ensure that any pension or retirement plan contributions missed during the period of military service are made, with the employee being treated as if they had continued employment during their service.
- Repayment of employee contributions or elective deferrals attributable to the period of service can be made over three times the period of military service but no longer than five years from the date of reemployment. The City must pay the employer contributions due for the period of the military leave once the employee's employee share payment has been received.

Compliance and Enforcement

Failure to comply with the provisions of USERRA may result in corrective action, including potential disciplinary measures. Employees who believe their USERRA rights have been violated should immediately report the issue to the City Administrator or use the City's grievance procedure.

Temporary Appointments

The City may hire temporary employees to fill vacancies created by military leave, if the City determines it is necessary.

Employees hired to fill vacancies created by military leave (referred to as "Acting Incumbent") are subject to termination upon the return of the person in the military service. Any actions with respect to the promotion, pay, status or otherwise with respect to an Acting Incumbent may have consequences to the person returning from military leave so they must be carefully considered and professional advice obtained before such actions are taken.

Each situation or action involving military leave or Acting Incumbents needs to be considered on a case-by-case basis as the facts of each situation determine the rules applicable to such situation or action

Additional Resources

Certain personnel actions with respect to a person returning from military leave, such as layoffs or terminations are governed by applicable federal and state law. As a result, before any personnel actions are taken with respect to an employee returning from military leave, professional advice should be obtained.

For more detailed information on USERRA, employees may refer to the U.S. Department of Labor's Veterans' Employment and Training Service (VETS) or consult with the City Administrator.

Overtime

Employees may not work overtime without prior approval. Employees should refer to their collective bargaining agreements for overtime provisions.

Paid Time Off

Employees should refer to their collective bargaining agreement or contract for the full terms of their paid time off, including vacation or sick leave.

Personnel File Review

Employees may review their personnel files once every 6 months. Ex-employees may review their personnel files once every 12 months for as long as those records are maintained.

Employee Review

Any time an employee wishes to review their file they will need to make an appointment. At the time of the review whoever is supervising the review should complete a **Personnel file review form**. That form should then be placed in the employee's personnel file so there is a record of when the employee reviewed the file.

Employees may make copies of anything from their personnel file but may not remove anything.

Whenever an employee requests that someone else review their file (for example an employee asks the union rep to look at their personnel file) the employee should put the authorization to review the file in writing. A copy of that authorization should then be put in the file along with the Personnel File Review form.

Check out of Records Room

No personnel file should be removed from the vault without a check out form being completed and inserted in the place where the file has been removed. If an employee removes a file from the file room, that employee must complete a check out form and place a "blue out file" in the location of the file that has been removed.

This form will then serve as place holder for the personnel file as long as it is out of the records room. When the file is returned, the Personnel file check out form can be removed and placed in the folder on top of the file cabinets.

Property

Employees may be issued equipment to assign them in the performance of their duties. Examples include keys, computers, tablets, phones, and other items. Employees must take appropriate care to protect the equipment issued to them from theft or damage. Employees may not leave these items in places where they may be stolen or damaged. In particular, equipment must not be left in an unattended vehicle.

Right to Know

The Minnesota Employee Right-to-Know Act of 1983 as amended, 1989, was adopted to ensure that employees are aware of the dangers associated with any hazardous substances and/or harmful physical agents to which they may be exposed in the workplace. The City is committed to protecting its employees from potentially dangerous situations that may be encountered on the job, by keeping employees adequately informed of possible hazards, and training employees in the anticipation and prevention of potentially hazardous situations.

In keeping with this commitment, the City has established the following program.

- 1) Self-inspection inventory to identify hazardous substances or harmful physical agents that may be encountered during day-to-day operations of Hermantown Public Works

- 2) Material Safety Data Sheet (MSDS) manuals that collect and organize specific information on hazardous substances and harmful physical agents.
- 3) Proper labeling of containers that contain hazardous substances
- 4) Annual and new hire training will be done to create awareness of potential hazards in the workplace.

Participation

This program applies to all work situations for employees of Hermantown in which an employee may be exposed to hazardous substances or harmful physical agents under normal working conditions or during an emergency situation. Employees who work for the public have the potential to be exposed to hazardous substances or harmful physical agents.

Responsible Parties

The Director of Public Works shall organize and facilitate the Employee Right-to-Know Program, to include inventorying and labeling of hazardous substances, implementation of safety guidelines and supervision of employee training.

Inventories

1. **HAZARDOUS CHEMICALS**

The Director of Public Works is responsible for organizing and maintaining the updated list of all hazardous chemicals that employees may come into contact with during the normal course of daily operations. A copy of this list shall be included in the front of the MSDS manual. In depth information on particular substances can be obtained by reviewing the individual MSDS's.

2. **HARMFUL PHYSICAL AGENTS**

The Director of Public Works is responsible for compiling and maintaining a list of any harmful physical agents that may be encountered in any of the work environments to which employees may be exposed. Heat, noise, ionizing radiation, and non-ionizing radiation sources will be identified for each standard work area. Physical Agent Fact Sheets shall be developed and retained in the MSDS manual.

Material Safety Data Sheets

MSDS's provide employees with specific information on each chemical used in the workplace, including appropriate responses to varying levels of exposure. The City Superintendent is responsible for maintaining updated MSDS's and insuring that all new information regarding hazardous substances is relayed to affected employees.

MSDS manuals and Fact Sheets for Physical Agents will be retained in the following locations:

- 1) Public Works Director's Office
- 2) City Administrator's Office

Labels and Other Forms of Warnings

The Director of Public Works will ensure that all hazardous chemicals in the workplace are clearly labeled with the chemical's identity, the appropriate hazard warning and the name and address of the manufacturer. Secondary containers into which chemicals are transferred must also be properly labeled.

If chemicals are transferred from a labeled container that is to be used immediately, no label is required on the secondary container. Hazardous substances in pipes or piping systems may not be labeled, but the contents will be described in training sessions. The City Superintendent will ensure that all equipment or work areas that generate harmful physical agents at a level that may be expected to exceed the permissible exposure limit are labeled with the name of the physical agent and the appropriate hazard warning.

Employee Trainings

The City Superintendent will provide training on the Employee Right-to-Know Standard to each employee who works with, or potentially could be exposed to, hazardous substances or harmful physical agents during the course of their employment with Hermantown.

The training will be provided periodically on Employee Right-to-Know Standards, as well as specific job related hazards. Each session will consist of the following:

Specific Training

- Overview of the Hermantown written program.
- Location of MSDS Manuals.
- Procedure for obtaining additional information.

General Training

This training session will include:

- Summary of the Hazard Communication and Employee Right-to-Know Standards.
- Chemical Physical properties of hazardous materials.
- Physical effects of the hazardous chemicals or physical agents.
- Health hazards, including signs and symptoms, associated with exposure to hazardous chemicals.
- Medical conditions known to be aggravated by exposure to hazardous chemicals or physical agents.
- Procedures to minimize the risks associated with exposure to hazardous chemicals or physical agents through the use of personal protective equipment, proper work habits, emergency responses, etc.
- Protective procedures to follow when cleaning hazardous chemical spills and leaks.
- Instructions for reading and interpreting the information on labels and MSDS's.

Training updates will be provided for employees annually, or prior to the usage of a new substance. Employees may request additional training at any time.

Non-Routine Task Exposures

In the event that an employee is requested to perform a non-routine task that involves exposure to unfamiliar hazardous substances, a special training session will take place to provide information regarding exposures which may occur during the completion of the task.

Substitute Workers and Independent Contractors

The City Superintendent will advise substitute, part-time and emergency employees, as well as outside contractors, of any chemical hazards that may be encountered in the normal course of their work for Hermantown.

Location and availability of MSDS manuals, the labeling system in use, protective and precautionary work measures will also be supplied by the City Superintendent to the individuals who will be performing the work. Each contractor or substitute worker who introduces hazardous substances to the workplace will be responsible for providing the corresponding MSDS's and the appropriate labels.

Recordkeeping

Employees will be requested to sign a document confirming their receipt of training. Training records will be retained in the City Clerk's Office for a minimum of five (5) years or in accordance with the established record retention schedule.

Additional Information

The Employee Right-to-Know Program may be periodically reviewed and revised. Copies of the written program, as well as further information regarding the Employee Right-to-Know Standards, applicable MSDS's, Physical Agent Fact Sheets, and hazardous chemicals/harmful physical agents, are available upon request in the City Administrator's Office.

Categories of Hazardous Materials

- Toxic or Highly Toxic Substances are literally poisonous, and many can be deadly. Examples: antifreeze, welding fumes.
- Corrosive Substances actually destroy body tissue. Examples: oven cleaner, degreasers, etching acids.
- Irritants cause inflammatory responses such as redness or swelling of skin, tearing of eyes, edema or coughing. Example: copier toner
- Strong Oxidizers easily release oxygen during a chemical reaction – can support combustion of something else. Example: Hydrogen peroxide
- Strong Sensitizers may cause little or no reaction at first, but after several exposures there may be a severe allergic reaction. Example: detergents, formaldehyde
- Combustible Substances have a flashpoint as low as 100 degrees Fahrenheit

- Highly Flammable Substances have a flashpoint between 100- and 73-degrees Fahrenheit. Examples: car-starting fluid; turpentine
- Dangerously Reactive materials tend to engage in rapid chemical reactions with the release of energy
- Pressure Generating Material can release or expand gases very quickly to dangerous levels. Example: dry ice
- Compressed Gases can be highly flammable. Example: spray cans, propane.
- Carcinogens can promote, facilitate, or cause cancer in tissue. Example: benzene
- Teratogens can cause malformation of a fetus in the uterus. Example: ethyl alcohol
- Mutagens cause alterations in genetic information in a cell nucleus, thereby changing the nature of the cell tissue. Example: photo developer
- Reproductive Toxic Agents are materials that can cause sterility, impotence, etc. Example: lead

Harmful Physical Agents

There are four generally recognized physical agents which can be harmful if exposure time exceeds maximum limits:

- Heat can result in prostration, heat stress, or stroke when there is prolonged exposure or activity in extreme heat.
- Noise when excessive can be harmful to your hearing. Protection is critical.
- Ionizing Radiation can cause sterility, radiation sickness, and possible death when there is prolonged exposure. Protective measures are essential.
- Non-ionizing Radiation, such as ultraviolet, infrared, and visible light radiation, is harmful and could result in severe skin burns or vision impairment when there is prolonged exposure.

Glossary of Right to Know

ABSORPTION: The entrance of a material into the bloodstream, which consequently may be carried to all parts of the body.

ACUTE EFFECT: An adverse health effect which develops rapidly, as a result of a single excessive exposure to a substance.

ACUTE TOXICITY: See Toxicity

ALKALI: Any chemical substances that form soluble soaps with fatty acids. Alkalis are also referred to as bases. They may cause severe burns to the skin and eyes. Alkalis turn litmus paper blue and have pH values from 8 to 14. Caustic is a synonym.

ANESTHETIC: A chemical that causes a total or partial loss of sensation. Overexposure to anesthetics can cause impaired judgment, dizziness and even death.

ASPHYXIATE: A vapor or gas that can cause unconsciousness or death by suffocation (lack of oxygen). Most are associated with a lack of sufficient oxygen to support life.

BOILING POINT: A temperature at which a liquid boils and changes to a vapor (gaseous) state.

“C” OR CEILING LIMIT: In terms of exposure concentration, this is the number which is not to be exceeded even for a short period, for an airborne substance.

CARCINOGEN: A substance capable of causing cancer or cancerous growth in mammals, including humans. Known Carcinogens are those for which sufficient evidence exists which shows a definite relationship between exposure to a substance and cancer in humans. Probable Carcinogens are those for which there is limited evidence in humans and/or sufficient evidence in experimental animals.

CAUSTIC: See Alkali

“C” or CUBIC CENTIMETER: A volume measurement in the metric system that is equivalent to one milliliter (ml). One quart has 946 cubic centimeters.

CENTRAL NERVOUS SYSTEM: The brain and spinal cord. These organs supervise and coordinate the activity of the entire nervous system. Sensory impulses are transmitted into the central nervous system, and motor impulses are transmitted out.

CHEMICAL: Any element, chemical compound, or mixture of elements and/or compounds. Substance is a synonym.

CHRONIC EFFECT: An adverse effect with symptoms that develop very slowly over a long period of time or that recur frequently.

CHRONIC TOXICITY: See Toxicity

COMBUSTIBLE: A term used to classify liquids, gasses, or solids that will burn. This term is often associated with “flash point”.

COMBUSTIBLE LIQUID: Any liquid having a flashpoint at or above 100 Degrees F. (37.8 Degrees C) but below 200 Degrees F. (93.3 Degree C).

CONCENTRATION: A figure used to define the relative quantity of a particular material, such as a mixture of 5 ppm Acetone in air of 50% caustic solution.

CORROSIVE: A material that causes irreversible harm to living tissue at the site of contact. Many acids and bases are classified as corrosives.

CUTANEOUS TOXICITY: See Toxicity

DATA SHEET: A document such as Material Safety Data Sheet (MSDS), used by an employer to communicate to an employee information regarding the physical, chemical and hazardous properties of a substance or mixture.

DECIBEL (dB): Loudness is subjective; it is what we hear. Sound pressure is a physical quantity; it is what we measure. This is indicated in decibels (dB). The decibel enables us to squeeze numbers on a scale of 1 to 10,000,000 into a more useful scale of 1 to about 140 dB. This covers the sound pressure level of all the sounds we are likely to hear.

DECOMPOSITION: The breakdown of materials or substances into other substances or parts of compounds. Usually associated with heat or chemical reactions.

DERMAL: Relating to the skin.

DERMAL TOXICITY: See Toxicity

DYSPNEA: A sense of difficulty in breathing; shortness of breath.

EVAPORATION RATE: The rate at which a liquid material will evaporate when compared to the known rate of vaporization of a standard material. Usually associated with flammable materials. The evaporation rate can be useful in evaluating the health and fire hazards of a material. The faster a material evaporates, the sooner it will become concentrated in the air, creating either an explosive/combustible mixture or toxic concentration or both.

EXPLOSIVE: A chemical that causes a sudden, almost instantaneous release of pressure, gas and heat when subjected to sudden shock, pressure, or high temperature.

EXPOSURE: Either the potential or the current inhalation, ingestion, or absorption of a hazardous chemical during the course of employment.

EXTINGUISHING MEDIA: The firefighting substance to be used to control a material in the event of a fire. It is usually identified by its generic name, such as fog, foam, water, etc.

“f/cc” or FIBERS PER CUBIC CENTIMETER OF AIR: A unit of measurement used to express concentration of fibers suspended in air.

FIFRA: Federal Insecticide, Fungicide and Rodenticide Act.

FLAMMABLE: Any liquid that has a flash point below 100 Degrees F. Also, any solid which can sustain fire and ignite readily.

FLASH POINT: The temperature at which a liquid will generate sufficient vapors to ignite, and then go out. Generally, the lower the flash point, the greater the danger of ignition.

FUME: A solid condensation particle of extremely small diameter commonly generated from molten metal as metal fume.

GENERAL VENTILATION: A system for exhausting or ventilating air from general work area; the regular ventilation system used to heat and/or cool an area.

“g” or GRAM: A unit of weight. One ounce equals about 28.4 grams.

HARMFUL PHYSICAL AGENT: A physical agent determined by the Commissioner of the Department of Labor and Industry that presents a significant risk to worker health or safety, or imminent danger of death or serious physical harm to an employee.

HAZARDOUS SUBSTANCE: Any chemical substance or mixture of chemical substances which is a physical and/or health hazard.

HAZARDOUS WASTE: A substance that may cause or significantly contribute to serious illness or death, or that poses a substantial threat to human health or the environment when improperly managed.

HEMATOPOIETIC SYSTEM: The blood-forming mechanism of the human body.

HEPATOTOXIN: A substance that causes injury to the liver.

HIGH TOXICITY: See Toxicity

IGNITABLE: A liquid, gas or solid which has a flash point of 140 Degrees F or less.

IGNITION TEMPERATURE: The temperature at which a substance will catch on fire and continue to burn. The lower the ignition temperature, the more likely the substance is going to be a fire hazard. Generally, the lower the ignition temperature, the greater the danger of ignition.

IMMEDIATE-USE CONTAINER: A container which is routinely used and reused, into which chemical substances are transferred from labeled containers, and which is intended for the immediate use by the employee who performs the transfer.

INFECTIOUS AGENT: A bacterium, virus or fungus that is communicable through direct person-to-person contact. It is intended for use only by hospitals and clinics.

INGESTION: The entrance of a substance through the mouth.

INHALATION: The breathing in of a substance that is in the form of a gas, liquid, vapor, dust, mist or fume.

INHIBITOR: A chemical added to another substance to prevent an unwanted change from occurring.

IRRITANT: A chemical which causes a reversible inflammatory effect on the site of contact, however is not considered a corrosive. Normally, irritants affect the eyes, skin, nose, mouth and respiratory system.

“LC” or LETHAL CONCENTRATION: In laboratory animal tests, the concentration a substance which is sufficient to kill the tested animal.

“LC or LETHAL CONCENTRATION 50: In laboratory animal tests, the concentration a substance in the air required to kill 50% of the animals tested. Also called the Median Lethal Concentration.

“LD or LETHAL DOSE: In laboratory animal tests, the concentration of a substance required to kill the laboratory animal with a specific substance.

“LD 50” or LETHAL DOSE 50: In laboratory animal tests, the single dose concentration of a substance required to kill 50% of the animals tested. The substance may be administered by the mouth or applied to the skin. Also called Median Lethal Dose.

“L.E.L” or LOWER EXPLOSIVE LIMIT: The lowest concentration (percentage in air) of a vapor or gas that will produce a fire when an ignition source is introduced.

LOCAL VENTILATION: A system for capturing or exhausting air at a point where the contaminant is produced. More localized than general exhaust.

MATERIAL SAFETY DATA SHEET (MSDS): Any data sheet which contains information regarding the physical, chemical and hazardous properties of a substance or mixture. An example is OSHA Form 20.

MELTING POINT: The temperature at which a solid changes to a liquid.

“mg” or MILLIGRAM: A unit of measurement of weight. There are 1000 mg in one gram of substance.

“mg/m³” or MILLIGRAMS PER CUBIC METER: A unit of measurement used to express concentration of particles suspended in air.

MISTS: Suspended liquid droplets generated by condensation from the gaseous to the liquid state.

MSDS: See Material Safety Data Sheet

MUTAGEN: A substance or agent capable of altering the genetic material in a living cell. Normally associated with carcinogens.

NARCOSIS: A state of stupor, unconsciousness, or arrested activity which is produced by the influence of narcotics or other chemicals

NEPHROTOXIN: A substance that causes injury to the kidneys

NEUROTOXIN: A substance that affects the nerve cells and may produce emotional or behavioral abnormalities

ODOR: A description of the smell of the substance

ODOR THRESHOLD: The lowest concentration of a substance's vapor, in air, that can be smelled

OLFACTORY: Relating to the sense of smell

ORAL: The entrance of a substance into the body through the mouth, or the use of a substance in the mouth

ORAL TOXICITY: The adverse health effects resulting from taking a substance into the body by mouth. Normally associated with laboratory animal tests

OXIDIZER: A substance which readily yields oxygen thereby stimulating the combustion of a material

OXIDIZING AGENT: A chemical which brings on oxidation reactions by providing the oxygen

“PEL” or PERMISSIBLE EXPOSURE LIMIT: The legal exposure limit established by the Occupational Safety Health Administration (OSHA). It indicates the maximum amount of a chemical to which a person may be exposed without experiencing adverse effects

“PPB” or PARTS PER BILLION: A unit of measurement for the concentration of a gas or vapor in air. Usually expressed as parts (by volume) of the gas or vapor per billion parts of air

“PPM” or PARTS PER MILLION: A unit of measurement for the concentration of a gas or vapor in air. Usually expressed as parts (by volume) of the gas or vapor per million parts of air

“PROCESS CONTAINER”: A container into which a chemical substance is transferred from a labeled container. It contains no more than the quantity needed for one work day

PYRPHORIC: A substance that ignites spontaneously

REACTIVITY: The tendency of a substance to undergo a chemical change with the release of energy, often as heat

REDUCING AGENT: In an oxidation reaction, the material that combines with oxygen

REPRODUCTIVE TOXIN: Substances that affect either male or female reproductive systems

RESPIRATORY SYSTEM: The breathing system, including the lungs and air passages, and the corresponding nervous and circulatory components

ROUTES OF ENTRY: The means by which material may gain an access to the body, such as inhalation, ingestion, and skin contact

ROUTINELY EXPOSED: The reasonable potential for exposure that exists during the normal course of assigned work. It includes employee exposure to a hazardous substance when assigned to work in an area where a hazardous substance has been spilled. It does not include a simple walk-through of an area where a hazardous substance, harmful physical agent, or infectious agent is present or an assignment to work in an area where a container of a hazardous substance is present but there is no exposure unless a spill should occur

SENSITIZER: A chemical that causes a substantial proportion of exposed people or animals to develop an allergic reaction in normal tissue after repeated exposure to the chemical

SKIN: A notation associated with exposure limits that indicates that the stated substance may be absorbed by the skin, mucous membranes, and eyes – either airborne or by direct contact – and that this additional exposure must be considered part of the total exposure

SPECIFIC GRAVITY: The weight of a material compared to the weight of an equal volume of water. A material with specific gravity of greater than 1.0 will sink to the bottom of water, whereas a material with a specific gravity of less than 1.0 will float on top of water

STABILITY: The ability of a material to remain unchanged. For MSDS purposes, a material is stable if it remains in the same form under the expected and reasonable conditions or storage or use

“STEL” or SHORT TERM EXPOSURE LIMIT: The maximum allowable concentration of a substance that will not result in adverse health effects if one is exposed to it for up to 15 minutes.

SUBSTANCE: An element, chemical compound, or mixture of elements and/or compounds. Chemical is a synonym

SYSTEMIC POISON: A poison that spreads throughout the body, affecting all body systems and organs. Its adverse effect is not localized in one spot or area

TERATOGEN: A substance or agent, exposure to which by a pregnant female can result in malformations in the fetus

“TLV” or THRESHOLD LIMIT VALUE: The airborne concentration of a material to which nearly all persons can be exposed daily, and not develop adverse health effects. TLV’s are guidelines and are not legally enforceable

TOXICITY: The ability of a chemical substance to produce injury once it reaches a susceptible site in or on the body.

Acute toxicity means of short duration. For materials which are inhaled or absorbed through the skin, it refers to a single exposure of a duration measured in seconds, minutes or hours. For materials ingested, it refers generally to a single quantity or dose.

Chronic toxicity means of long duration and is used in contrast to acute. For materials which are inhaled or absorbed through the skin, it refers to prolonged or repeated exposures of a duration measured in days, months, or years.

High toxicity refers to agents or substances that when inhaled, absorbed or ingested in small amounts can cause death, disablement, or severe illness.

Systemic Toxicity refers to a site of action other than the point of contact and assumes that absorption has taken place. It is possible for toxic agents to be absorbed and produce effects later on a single tissue or organ.

“TWA” or TIME WEIGHTED AVERAGE: The airborne concentration of a material to which a person is exposed, averaged over the total exposure time – generally the total workday (8 hours)

“UEL” or UPPER EXPLOSIVE LIMIT: The highest concentration of a gas or vapor in air that will sustain or support combustion, when an ignition source is present

UNSTABLE: Tending toward decomposition or other unwanted chemical change during normal handling or storage

VAPOR: The gaseous form of a solid or liquid substance as it evaporates

VAPOR DENSITY: A term used to define the weight of a vapor or gas as compared to the weight of an equal volume of air. Materials lighter than air have a vapor density of less than 1.0, whereas materials heavier than air have a vapor density greater than 1.0. Heavier vapors and gases are more likely to concentrate in low places – along or under floors, in dumps, sewers, manholes, trenches and ditches – where they may create fire or health hazards

VAPOR PRESSURE: A number used to describe the pressure that a saturated vapor will exert on top of its own liquid in a closed container. Usually, the higher the vapor pressure, the lower the boiling point, and therefore the more dangerous the material can be, if flammable.

Snow Day Policy

All employees shall make every effort to get to work each day of his/her employment with the City. However, it is recognized that adverse weather conditions may hamper the employees' ability to get to work and in extreme situations be a safety hazard to the employees' welfare.

Therefore, the City Administrator and Public Works Director or the designated representative of the City Administrator shall make the decision and announce if there is no work or a delay in work due to bad weather conditions. If this should happen, every effort will be made to put this announcement over local radio and TV stations by 6:00 a.m. Listed below are the conditions of this policy.

SECTION 1

- A. Any employee on an undeclared storm day who cannot make it to work will have to use ESST or will be docked time on their next paycheck.
- B. Employees working in a part-time status shall receive pro-rata compensation based upon his/her average weekly hours for a declared storm day.
- C. All full time employees shall receive complete compensation for the entire work day when that day is declared a storm day.
- D. Full time and part-time employees who work at least 50 percent (50%) of the normal work day, but elect to go home on annual leave before storm leave is authorized shall receive full credit for the day if the storm leave is later declared for the day.
- E. All employees part-time or full time who are absent on sick leave will receive no storm leave credit time privilege.
- F. The above guidelines apply only to those employees whose services are not essential to maintain the safety and welfare to the citizens of Hermantown.

SECTION 2

- A. Full time employees whose services are essential and performed during a full-declared storm day shall receive a personal day of leave, in addition to earned compensation.
- B. If an essential employee is unable to get to work because of weather conditions, that employee shall not be penalized.

Union Notification Policy

The City will provide certain contact information to an exclusive representative for all bargaining unit employees every 120 days. This contact information may include: name; job title; worksite location; home address; work telephone number; home and personal cell phone numbers on file with the City; date of hire; work and personal email address.

The City will provide this information on new employees within 20 calendar days of hire, and the City will notify an exclusive representative of an employee's separation of employment or transfer out of a bargaining unit within 20 calendar days of its occurrence.

Dues changes must come from the exclusive representatives of the bargaining unit to which the employee belongs. The City will rely on information from the exclusive representative stating that the employee has provided a signed authorization for the deduction. The City will begin deductions within 30 days of notice of authorization and will remit the deductions to the exclusive representative within 30 days of the deduction.

Voting Leave

Employees may be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election or during the time period allowed for voting in person before election day, without penalty or deduction from salary or wages because of the absence.

Work-Related Injuries

Employees must report all injuries incurred during the course and scope of their employment. Notification should be made to the employee's supervisor and include an HR representative within twenty-four (24) hours of the injury. A Minnesota First Report of Injury form shall be completed and submitted to the insurance company as required under Minnesota law.

Receipt and Acknowledgement

I have been provided a copy of the Employee Handbook of the City. I have been given the opportunity to read the Employee Handbook and ask clarifying questions. I understand that complying with the provisions contained in the Employee Handbook is a continued condition of my employment.

Employee Name – Printed

Employee Signature

Date

Appendices

- Appendix A: Complaint Form.....Page 56
- Appendix B: Tennessen Warning.....Page 57
- Appendix C: Exercise Facilities Agreement.....Page 58

Appendix A

CITY OF HERMANTOWN EMPLOYEE / REPRESENTATIVE COMPLAINT FORM

Date of Complaint: _____

Complainant Name: _____

Address: _____

Phone: _____

Date of Alleged Acts: _____

Employee/Representative's Name: _____

Department: _____

Summary of Allegations: _____

Name and Address of Witnesses: _____

Signature of Complainant

STATE OF MINNESOTA)

)

COUNTY OF ST. LOUIS)

On this _____ day of _____ 20____, before me, a Notary Public,
within and for said County, personally appeared _____
to me known to be the person described as Complainant.

Notary Public

Appendix B

DATA PRACTICES ADVISORY (Tennessen Warning)

The information that you are asked to provide in your complaint is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider your complaint.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of refusing to supply data are that your complaint will not be considered.

Other person or entities may be authorized by law to receive this information.

The undersigned has read this advisory and understands it.

Dated this _____ day of _____, 20 ____.

Print Name

Signature

Appendix C

Agreement made this _____ day of _____, 20____, by and between the City of Hermantown (hereinafter referred to as the “City” and _____ (hereinafter referred to as the “Party”).

RECITALS

A. The above named Party to this Agreement is (check whichever applies):

_____ an employee of City (hereinafter referred to as “Employee”).

_____ a member in good standing of the Hermantown Volunteer Fire Department (“Firefighter”)

_____ a spouse or significant other, or dependent age 12 or older under the employee’s family health insurance plan provided by the City of an employee of City or of a Firefighter

_____ a minor child of an employee of City or a Firefighter as further defined by this agreement. (If the above-named Party is a minor child of an employee of City or a minor child of a Firefighter; both the minor child and the minor child’s natural or legal guardian must read and sign this Agreement).

The foregoing categories of individuals are hereafter referred to as “Permitted Parties”.

B. City provides its Permitted Parties the option of using an exercise room on City property and various pieces of equipment located in City’s Police and Fire Building, 5111 Maple Grove Road, Hermantown, Minnesota (hereinafter referred to collectively as the “Exercise Facilities”).

C. Employees, with the exception of licensed police officers of the City may not use the equipment during working hours. Licensed police officers may use the Exercise Facilities during working hours with approval by and under the conditions set by the Chief of Police.

D. City does not require or encourage the Permitted Parties or others to use the Exercise Facilities and Permitted Parties are free to continue their employment and membership in the Hermantown Volunteer Fire Department without doing so.

Appendix C

- E. City has determined it is not economically feasible to provide the Exercise Facilities at no charge to the Permitted Parties if City must bear the risk of being sued and/or held liable for damages caused by or arising out of Party's use of Exercise Facilities.
- F. Party has determined that, in consideration of City's provision of the Exercise Facilities at no charge to Party, he or she (and his or her natural or legal guardian when applicable) is/are willing to hold City harmless for any damages caused by or arising out of Party's use of the Exercise Facilities, including damages caused by negligence of or attributable to City, Party, or any third party.

NOW, THEREFORE, the parties to this agreement make the following:

AGREEMENT

1. **Incorporation of Background Recitals.** The parties to this agreement agree that the recitals set forth above are true and correct statements of fact and are incorporated herein by reference as if repeated in their entirety.
2. **Party's Fitness Condition.** Party hereby certifies that to the best of his or her knowledge, and to the best of his or her natural or legal guardian's knowledge if applicable, that Party is physically fit and has no physical conditions that would prevent Party from utilizing the Exercise Facility.
3. **Use of Exercise Facility.** Party acknowledges that he or she will utilize Exercise Facilities at their own risk.
4. **Observation of Rules and Usage.** Party agrees to observe the posted rules and only use Exercise Facility and its equipment in the proper manner for which it is designed.
5. **Hours.** The parties to this agreement agree that Party may use the Exercise Facilities at any time while the Exercise Facilities are open. Employees, with the exception of licensed police officers of the City may not use the equipment during working hours. Licensed police officers may use the Exercise Facilities during working hours with approval by and under the conditions set by the Chief of Police. It is agreed that any use of the Exercise Facilities by an employee of City, other than licensed police officers shall not be deemed in the course of the employee's employment with the City.
6. **Separate Agreement.** The parties agree that this agreement, as it relates to a City employee's use of and presence in the Exercise Facilities is only applicable during the employee's non-working time, and is separate from the employee's employment agreement with the City. The parties further agree that as an employee of City, the employee is free to refrain from making this agreement without affecting the employee's employment relationship with City, and without risking any adverse employment action whatsoever from City, provided however that such employee shall not be allowed to use the Exercise Facilities unless he/she signs the agreement.
7. **Waiver of Liability.** The parties agree that all use of the Exercise Facilities by Party shall be undertaken at Party's sole risk and that City shall not be liable for any claims, demands or causes of action for any property damage, loss, personal injury, death, pain or

Appendix C

suffering, caused by, arising out of, or in any related to Party's use of the Exercise Facilities. In addition, Party does hereby expressly forever release and discharge City, its successors and assigns, from all such claims, demand, or causes of action founded upon negligence on the part of City, its servants, agents, employees, or any other party. The parties agree and acknowledge that this waiver does not purport to exculpate City for any intentional, willful, or wanton act by City.

8. **Use by Minor Children of Employee.** City allows a minor who is a Permitted Party and who is at least twelve (12) years of age to use the Exercise Facility only if the minor child is properly supervised and accompanied by the minor child's natural or legal guardian while in the Exercise Facility. No minor child who is not at least twelve (12) years of age may use or enter the Exercise Facility at any time.
9. **Waiver of Liability of Minor Children of City Employee.** The parties shall agree that all use of the Exercise Facilities by who is a Permitted Party shall be undertaken at the sole risk of such minor child of an employee of City and such minor child's natural or legal guardian, and that City shall not be liable for any claims, demands or causes of action for any property damage, loss, personal injury, death, pain or suffering, caused by, arising out of, or in any related to the use of the Exercise Facilities by such minor child. In addition, such minor child and the minor child's natural or legal guardian do hereby expressly forever release and discharge City, its successors and assigns, from all such claims, demand, or causes of action founded upon negligence on the part of City, its servants, agents, employees, or any other party. The parties agree and acknowledge that this waiver does not purport to exculpate City for any intentional, willful, or wanton act by City.
10. **Amendment of Waiver.** The parties agree that if any provision of the waiver in this agreement is held in a final judgment or determination of any court of law or administrative agency to be overly broad or otherwise unenforceable in any respect, such waiver shall be deemed to be amended, and shall be binding upon Party (and his or her natural or legal guardian when applicable) to the maximum extent deemed enforceable by such court of administrative agency.

IN WITNESS THEREOF, the parties to this Agreement have read and understand this Agreement in its entirety and have executed this Agreement effective the day and year written above, by signing below.

CITY OF HERMANTOWN

PARTY

By _____

(signature)

(print name)

Appendix C

Its _____
City Administrator

(signature)

**NATURAL OR LEGAL
GUARDIAN OF MINOR CHILD
OF CITY EMPLOYEE**

(print name)

(signature)



CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: NorthStar Ford Arena – Change Order Numbers 35 (KA Change Order #11)

☒ **RESOLUTION:** 2025-149 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve Change Order Numbers 35 (KA Change Order #11) for the NorthStar Ford Arena in the Amount of \$25,475.35.

BACKGROUND

Kraus Anderson is recommending a change order for the construction of NorthStar Ford Arena for the purchase and installation of large signs.

SOURCE OF FUNDS (if applicable)

Arena Project Fund - Contingency

ATTACHMENTS

Resolution
Change Orders

Resolution No. 2025-149

Resolution Approving Change Order Number 35 (KA Change Order #11) For The NorthStar Ford Arena In The Amount Of \$25,475.35

WHEREAS, the City of Hermantown has contracted with Kraus Anderson Construction Company (“KA”) for construction management services for the NorthStar Ford Arena (“Project”); and

WHEREAS, the City of Hermantown has contracted with Damberg, Scott, Gerzina, Wagner Architects, INC, “DSGW”, Inc (“DSGW”) for architectural services for the Project; and

WHEREAS, the City Council awarded various scopes to contractors and then assigned those contracts to KA; and

WHEREAS, KA and DSGW recommend Change Order No. 35 for:

Change Order #	Descriptions	Cost
	KA charges	\$996.35
35	Large Format Signs	\$24,479.00
	TOTAL	\$25,475.35

WHEREAS, Kraus Anderson Construction Company (“KA”) has recommended such Change Order No. 35 for (“Project”); and

WHEREAS, the necessary documentation for the change order is on file and available for inspection; and

WHEREAS, the City Administrator has reviewed the change order and recommends approval.

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

1. Change Order No. 35 (KA Change Order #11) are hereby approved.
2. The City is hereby authorized and directed to pay to Kraus Anderson the sum of \$25,475.35 which is the amount represented on Change Orders No. 35.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted on October 6, 2025.



KRAUS-ANDERSON®
Construction Company

2000 West Superior Street, Suite 101
Duluth, MN 55806

Owner Change Order

Project: 2222026- Hermantown Hockey Arena Addition
4309 Ugstad Road
Hermantown, MN 55811

Contract Number: 2222026- Hermantown Hockey
Arena Addition

Change Order #: 11

To (Contractor): Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101
Duluth, MN 55806

Change Order Date : 09/30/25

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item	COR #	Description	Amount
270-		KA Add-Ons (Insurances, P&P Bonds, Fee, etc)	Add: \$996.35
1	153.10	ASI 47.1 Large Format Signage	Add: \$24,479.00
Total For Change Order:			11 Add: \$25,475.35

The original Contract Sum was	\$13,055,590.00
The net change by previously authorized Change Orders was	\$690,345.00
The Contract Sum prior to this Change Order was	\$13,745,935.00
The Contract Sum will be increased by this Change Order	\$25,475.35
The new Contract Sum will be	\$13,771,410.35

The Contract time will be increased by 0 days.

The Date of Substantial Completion as of the date of this Change Order therefore is 12/31/2025

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Authorized By Owner:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

By: _____

Date: _____

Accepted By Contractor:

Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101
Duluth, MN 55806

By: _____

Date: _____

Architect/Engineer:

DSGW Architects
2 West First Street, Suite 201
Duluth, MN 55802

By: _____

Date: _____



Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101 , Duluth, MN 55806

September 30, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 153.10 ASI 47.1 Large Format Signage

Dear John:

In response to the above referenced COR No. 153.10, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with ASI 47.1 Large Format Signage per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND 35 / 100 Dollars (\$25,475.35).

This proposal assumes that all outstanding proposals previously submitted will be accepted. This proposal is valid for a period of fourteen (14) days.

Please contact the undersigned should you have any questions concerning the above proposal.

Very truly yours,

Kraus-Anderson Construction Company

Max Vergeldt
Project Manager

Enclosure

Cc: Eric Lagergren, DSGW Architects



KRAUS-ANDERSON®
Construction Company

Project: Hermantown Hockey Arena Addition
Location: Hermantown, MN
Project Number: 2222026-
Project Manager: Max Vergeldt

Date: 09/30/2025
COR: 153.10

Description: ASI 47.1 Large Format Signage

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
10.1400.00.	Signage Labor	Todd Signs	0.00	0.00	4,035.00	4,035.00
26.0000.05.	Electrical Labor	Hunt Electric Corporation	0.00	0.00	20,444.00	20,444.00
	Subtotal		0.00	0.00	24,479.00	24,479.00
01.5214.00.	Copy/Postage/Supplies	0.08%	19.59	0.00	0.00	19.59
01.5230.20.	Telephone - Mobile Phone	0.09%	20.82	0.00	0.00	20.82
01.7950.00.	Warranty Reserve	0.15%	36.78	0.00	0.00	36.78
90.9000.00.	Umbrella Liability Insurance	0.95%	235.15	0.00	0.00	235.15
91.2000.00.	Builders Risk	0.20%	49.40	0.00	0.00	49.40
92.1000.00.	Performance/Payment Bond	0.60%	147.34	0.00	0.00	147.34
	Subtotal		509.08	0.00	24,479.00	24,988.08
	Fee	1.95%				487.27
	Total Construction Costs					25,475.35

Costs to supply non NorthStar Ford signage and to provide single-point electrical connections to the lit NorthStar Ford signs. These amounts include an allowance for signage installation but final costs will be determined after a decision is made on the NorthStar Ford signs.



7900 Chicago Avenue S
Bloomington, MN 55420
651-646-2911

September 18th, 2025

Max Vergeldt
Kraus Anderson Construction
2000 West Superior Street, Suite 101
Duluth, MN 55806

RE: NorthStar Ford Arena – ASI-47.1 REV1

Hunt Electric is pleased to provide the following pricing for electrical work associated with ASI-47.1.

▪ MATERIAL:	\$2,389.00
▪ LABOR:	\$12,338.00
▪ EQUIPMENT & EXPENSES:	\$3,858.00
▪ <u>OVERHEAD & PROFIT:</u>	<u>\$1,859.00</u>
▪ FINAL PRICE:	\$20,444.00

CLARIFICATIONS AND EXCLUSIONS:

- Please see the attached ASI-47.1 narrative our pricing is based on.
- Uses exterior lighting circuit as control for new relay powered sign outlets fed by RP-37, RP-77.
- Includes additional signage scope per the attached email from Max received 09/17/2025.
- Includes 2-week rental of 60' Articulating Man Lift for branch circuit work.
- Interior mounted 120v junction boxes and sleeving only. Excludes final connection to building signage.
- This proposal is based on work occurring during normal working hours 7:00 A.M. – 3:30 P.M.

Our pricing is based on today's commodity prices. Due to the pending tariffs and the volatility of the current market we cannot hold pricing of materials. Fluctuations in material prices, either up or down, may produce a change order to the project. It is also unknown what the availability of materials will be and what this impact will be going forward. While Hunt Electric and its subcontractors will make every reasonable effort to provide delivery of materials to meet the current schedule of this project, it is expected that there may be delays in the shipments of materials which could affect the completion date of this project. Labor availability is also a potential concern, as the full pandemic impact is unknown. We will need to evaluate labor and schedule impact at the time of the award for the project. We reserve the right to seek additional time, additional compensation or other appropriate relief if impacts arise due to these developments.

Please, contact me with any questions you may have at (218) 830-9936.

Sincerely,

HUNT ELECTRIC CORPORATION

JAMES MONROE – OPERATIONS MANAGER

Jim Monroe

From: Vergeldt, Max <max.vergeldt@krausanderson.com>
Sent: Wednesday, September 17, 2025 1:09 PM
To: Jim Monroe
Subject: NorthStar Arena - PCO 153
Attachments: pco 153.1 Hunt pricing.pdf

EXTERNAL EMAIL!

Jim:

A few adjustments that may impact your proposal for the added lit signs shown in ASI 47.

1. The interior lit signs at the north and south ends of the new rink were shown on the same wall as the scoreboards but are now to be located on the precast wall behind the walking track. Probably wouldn't be a big deal cost wise, except rough-ins were already in progress for the original location.
2. Adding another interior lit sign at the east side of the new rink.

Can you revise your proposal to reflect these changes?

Thanks,

Max Vergeldt | Project Manager

max.vergeldt@krausanderson.com | cell 218.324.3349

KRAUS-ANDERSON DULUTH

2000 West Superior Street, Suite 101, Duluth, MN 55806

Office 218.722.3775 | krausanderson.com

--ALERT!--

This is an EXTERNAL email - think before accessing links/attachments OR replying/forwarding!

--ALERT!--



5147 Miller Trunk Hwy.
Duluth, MN 55811
218/729-6800
FAX 218/729-6434

Quote #
AE-KANFA0424a-CO2

Created Date: 09/17/2025
Salesperson: Alec Erdmann
Email: alece@toddsigns.com
Phone: 218-729-6800
Fax: 218-729-6434

Prepared For: Kraus Anderson Construction
Contact: Allison Coffman
Office: 218-624-8621
Email: allison.coffman@krausanderson.com

RE: Northstar Ford Arena - CO-2

Qty (2) Sets of 6" High Cast Aluminum "NORTHSTAR ARENA" Letters	 (\$1,500.00 Each) \$3,000.00 Total
Qty (2) Sets of 6" High Cast Aluminum "FORD ARENA" Letters	 (\$1,000.00 Each) \$2,000.00 Total
Qty (1) 3' High Bronze "Funded in Part By..." Plaque	 \$5,750.00
Qty (1) 3' High Bronze "Made Possible By..." Plaque	 \$5,750.00
Qty (1) 3' Diameter Hermantown Logo Vinyl Graphic	 \$100.00
Qty (1) 6' x 6'-10" Acrylic "Mirage" Logo	 \$6,000.00
Qty (1) 4' x 12'-7" Acrylic "Hawk" Logo	 \$12,000.00
Qty (2) Readings - Interior Lit 16" x 24'-3" Channel Letters "NORTHSTAR FORD ARENA"	 (\$12,000.00 Each) \$24,000.00 Total
Qty (1) Reading - Interior Lit 20" x 34' Channel Letters "NORTHSTAR FORD ARENA"	 \$16,400.00
Qty (2) Readings - Interior Lit 20" x 34' Channel Letters "NORTHSTAR FORD ARENA"	 (\$16,400.00 each) \$32,400.00 total
Qty (2) Readings - Interior Lit 30" x 45' Channel Letters "NORTHSTAR FORD ARENA"	 (\$19,100.00 each) \$38,200.00 total
Qty (1) Reading - Exterior Lit 27" x 44' Channel Letters "NORTHSTAR FORD ARENA"	 \$22,600.00
Qty (1) Reading - Exterior Lit 40" x 60' Channel Letters "NORTHSTAR FORD ARENA"	 \$37,150.00
Qty (1) Reading - Exterior Lit 66" x 36' Channel Letters "NORTHSTAR FORD ARENA"	 \$32,600.00
Qty (8) 3" x 3" Acrylic Wheelchair Signs	 (\$50.00 Each) \$400.00 Total

~~CONTRACT AS OF CO1:
Total for Signs: \$168,350.00
Installation: \$14,880.00

Total: \$183,230.00~~

NEW TOTALS:
Total for Signs: \$197,950.00
Installation: \$17,240.00

Total: \$215,190.00

CHANGE FOR CO2:
+ \$29,600.00
+ \$2,360.00

+ \$31,960.00

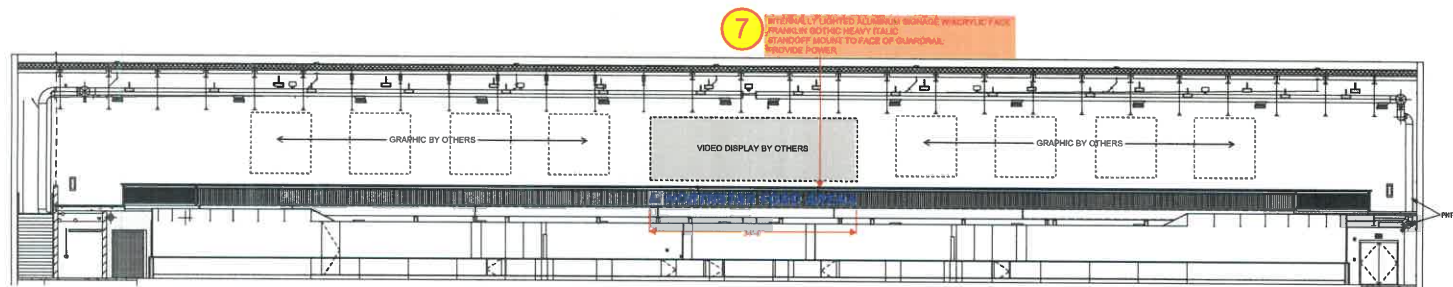
Thank you,

Alec Erdmann
Todd Signs

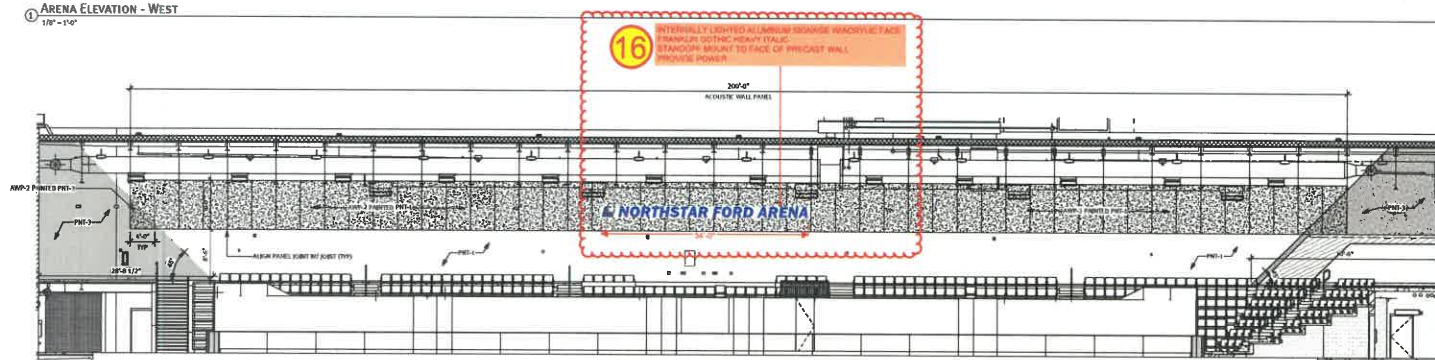
Current Contracts including prior changes: \$ 38,090.00
New Contract Amount: \$ 42,125.00
Change Request for this PCO: \$ 4,035.00

*Non-highlighted Items on hold for now
Added cost to installation unknown at the moment, so currently
carrying the original \$7,125 for installation.*

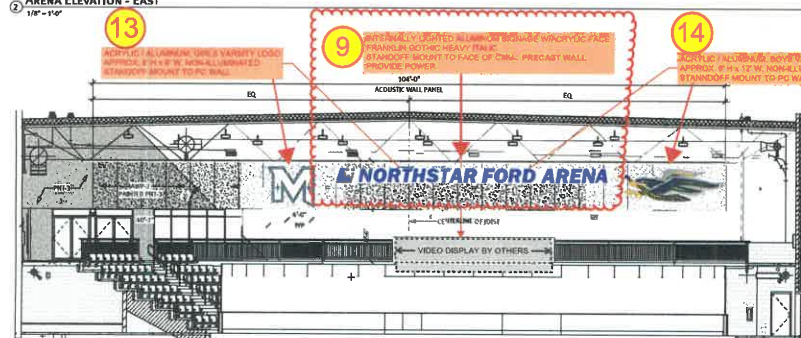
THANK YOU FOR YOUR BUSINESS



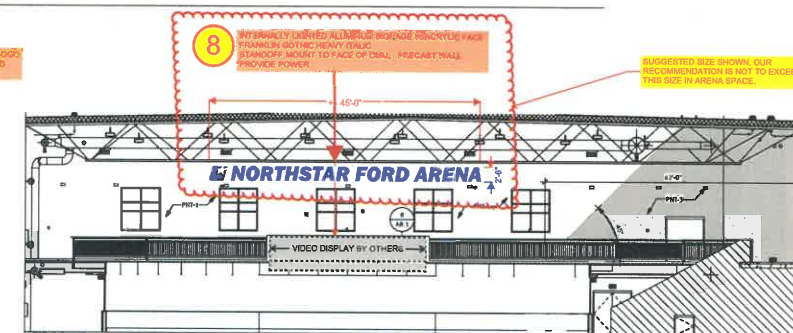
① ARENA ELEVATION - WEST
1/8" - 1'0"



② ARENA ELEVATION - EAST
1/8" - 1/4"



③ **ARENA ELEVATION - SOUTH**
1/8" - 1'-0"



④ **ARENA ELEVATION - NORTH**
1/8" = 1'-0"



KRAUS-ANDERSON®
Construction Company

**2000 West Superior Street, Suite 101
Duluth, MN 55806**

Request For Proposal

Project:	2222026- Hermantown Hockey Arena Addition 4309 Ugstad Road Hermantown, MN 55811	PCO #:	153.1
To:	James Monroe, Hunt Electric Corporation Alec Erdmann, Todd Signs	Date:	07/14/2025

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide pricing for any changes/revisions to your scope of work per the attached REVISED ASI 47 (now ASI 47.1) which revises the interior and exterior large format signage scope. Note this revision adds Item #15 to the attached signage exhibit. This revision also includes the CMTA supplemental instructions for signage power.

Attachments: ASI 47.1 Revised 7.10.25

☐ We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: _____ Date: _____

Company Name: _____

ASI Architects Supplemental Instructions



Project Name NorthStar Ford Arena
Project No 022058.00

Project Address 4309 Ugstad Road
Owner City of Hermantown

Contractor Name Kraus Anderson

ASI No **47.1**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

If these supplemental instructions cause a change in the Contract Sum or Contract Time, submit a Proposal Request to the Architect for review and comment. DO NOT PROCEED with the Work until the Proposal Request is approved by the Architect.

ASI Date
6/17/2025

ASI Title
Large-Format Signage (REVISED 07/10/2025)

ASI Description

Revises the interior and exterior large-format signage scope. Refer to the attached signage exhibit. **ADDED Item #15 in the attached signage exhibit.**

See attached CMTA Supplemental Instructions - ASI 47.1 dated July 10, 2025 for signage power.

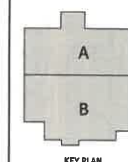
ASI Attachments

- 1  022058.00 signage ASI_47.1 exhibit.pdf
- 2  2023232 NSF Arena ELEC ASI 47.1.pdf
- 3

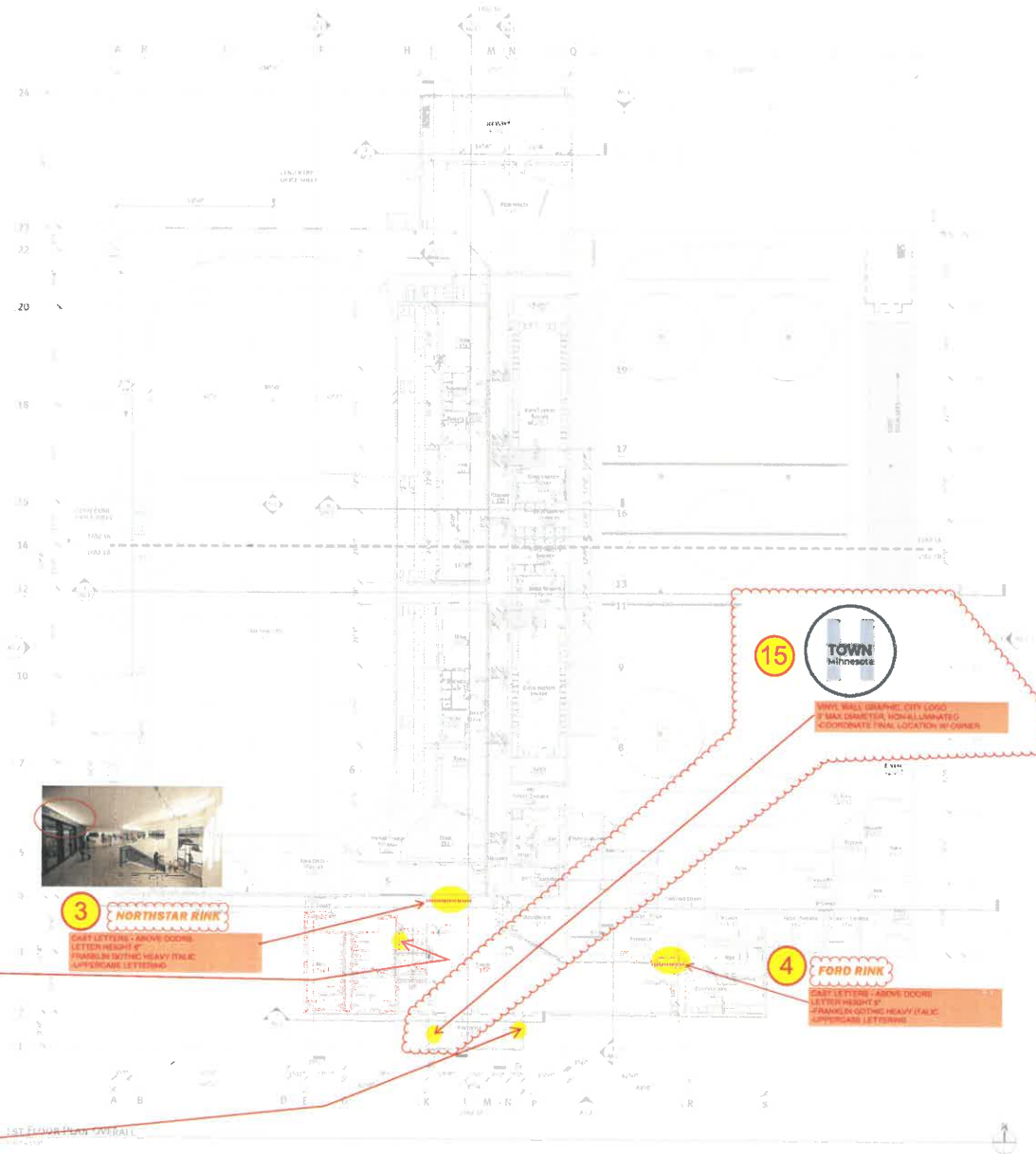
SIGNAGE
ASI 47.1
07/10/2025

**NORTHSTAR
FORD ARENA**

4309 UGSTAD RD
HERMANTOWN, MN 55811



Sheet 100: **FIRST FLOOR PLAN**



1

NorthStar Ford Arena
Funded in part by a grant from the State of Minnesota through the 2023 Capital Bonding Bill
A special thank you to our legislators:
Representative Natalie Zelenka
Senator Grant Hauschild
December 2025



2

NorthStar Ford Arena
Made possible by the partnership of
City of Hermantown
Arena Legacy Fund
Hermantown Community Schools
Dedicated by:
Mayor Wayne Boucher
City Councilors
John Gotsdiner Joe Peterson
Andy Helle Brian LeBlanc
John Mulder - City Administrator
Gustav Johnson - City Attorney
Designed and Constructed by
DSGW Architecture Kossel-Anderson
Summer 2025



3

NORTHSTAR RINK
GAST LETTERS - GYMNASIUM
LETTER HEIGHT 8"
FRAMING IN BOTH HEAVY ITALIC
UPPERCASE LETTERING

15

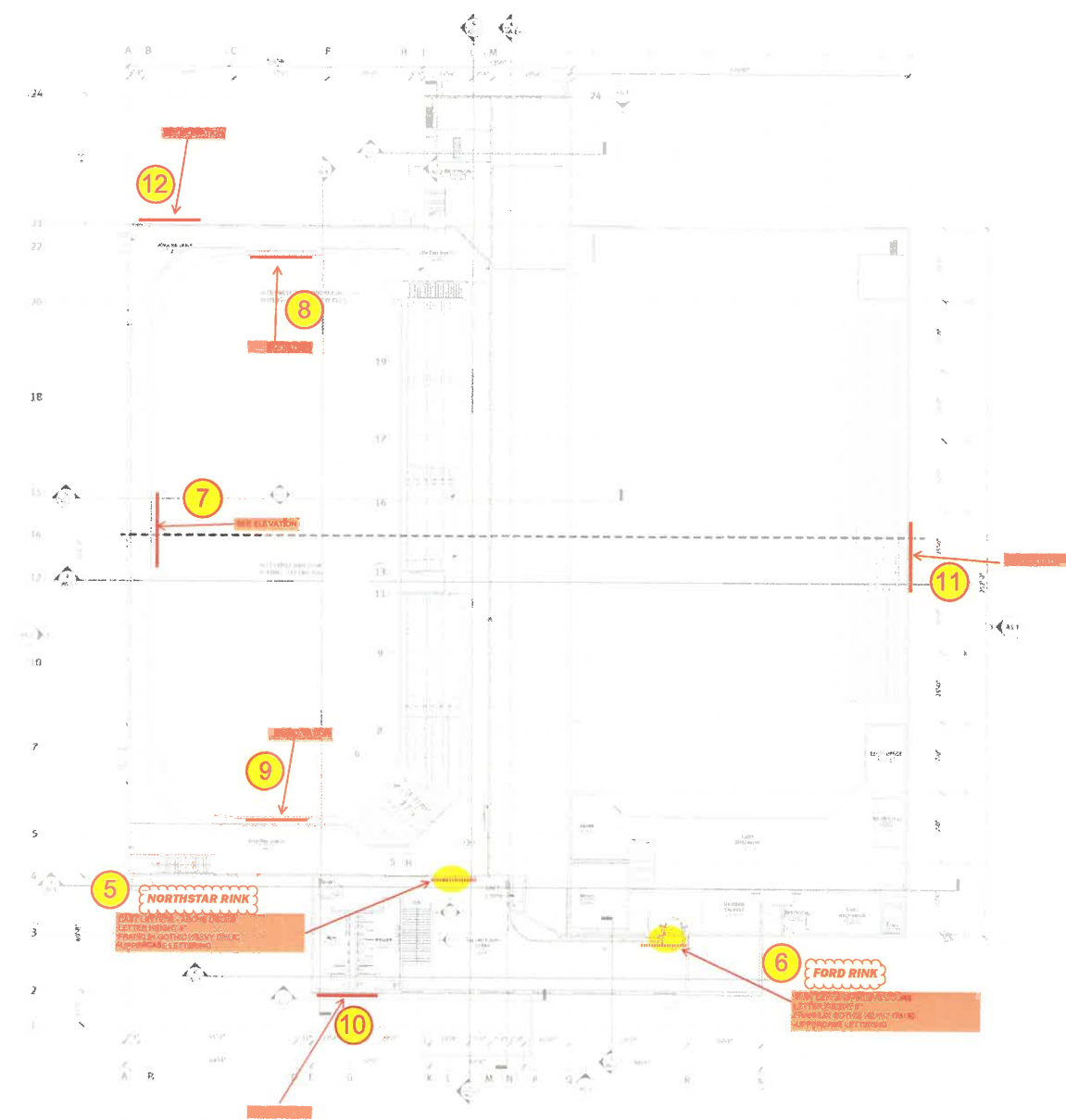


**TOWN
of
HERMANTOWN**
WEST WALL GRAPHIC CITY LOGO
7" MAX DIAMETER HIGH ALL CAPS
COORDINATE FINAL LOCATION BY OWNER

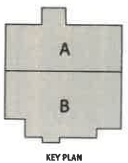
4

FORD RINK
GAST LETTERS - GYMNASIUM
LETTER HEIGHT 8"
FRAMING IN BOTH HEAVY ITALIC
UPPERCASE LETTERING

FIRST FLOOR PLAN - OVERALL



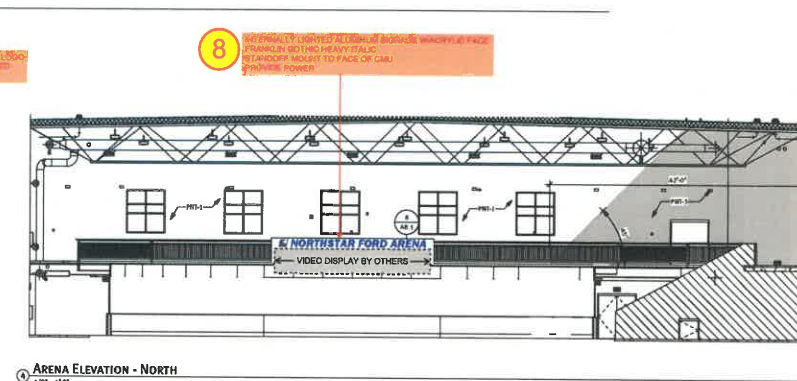
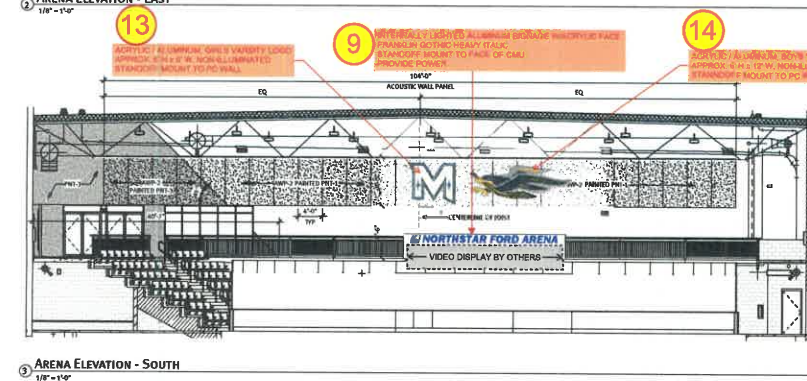
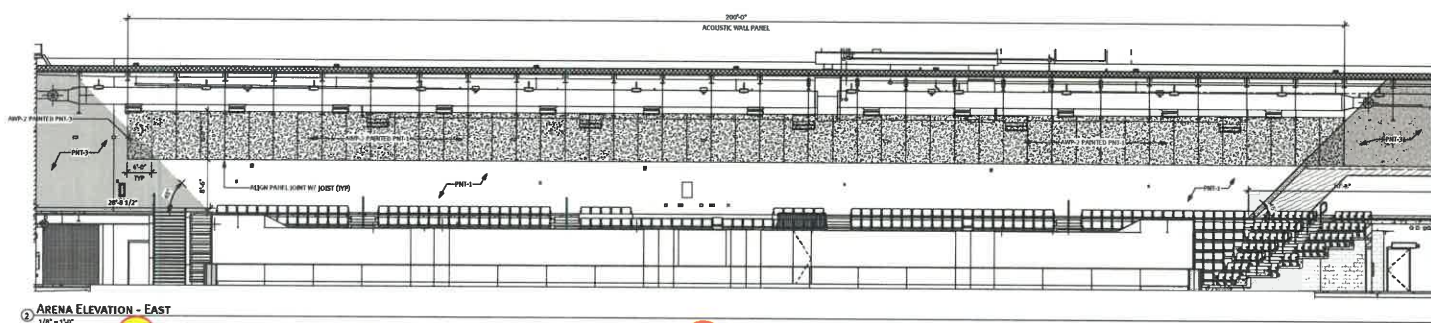
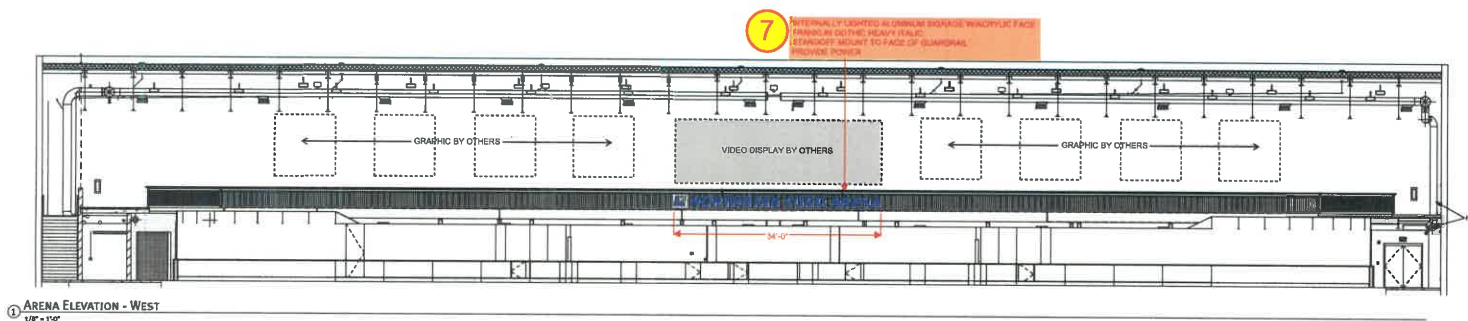
2ND FLOOR PLAN OVERALL



KEY PLAN

SECOND FLOOR
PLAN

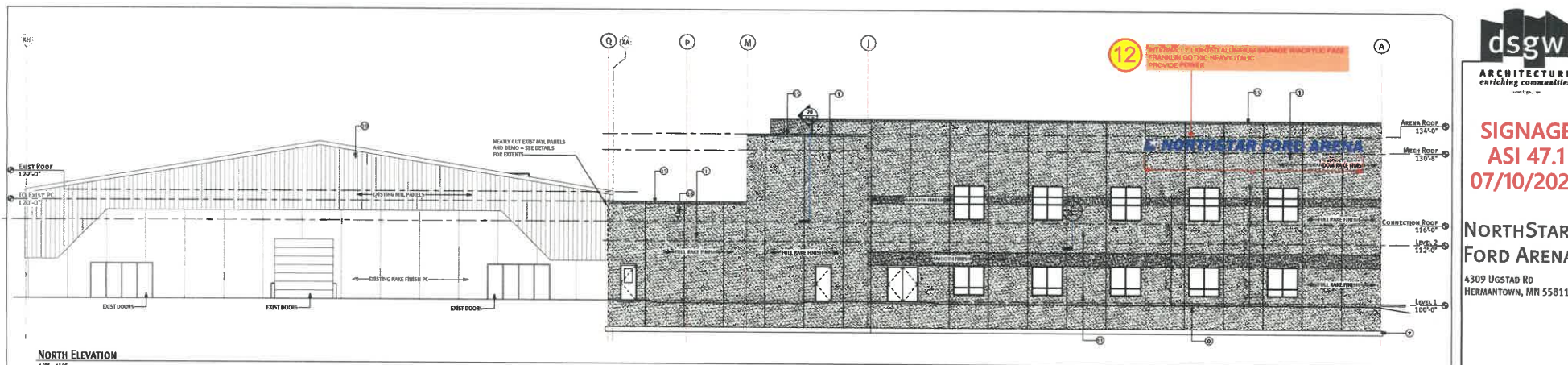




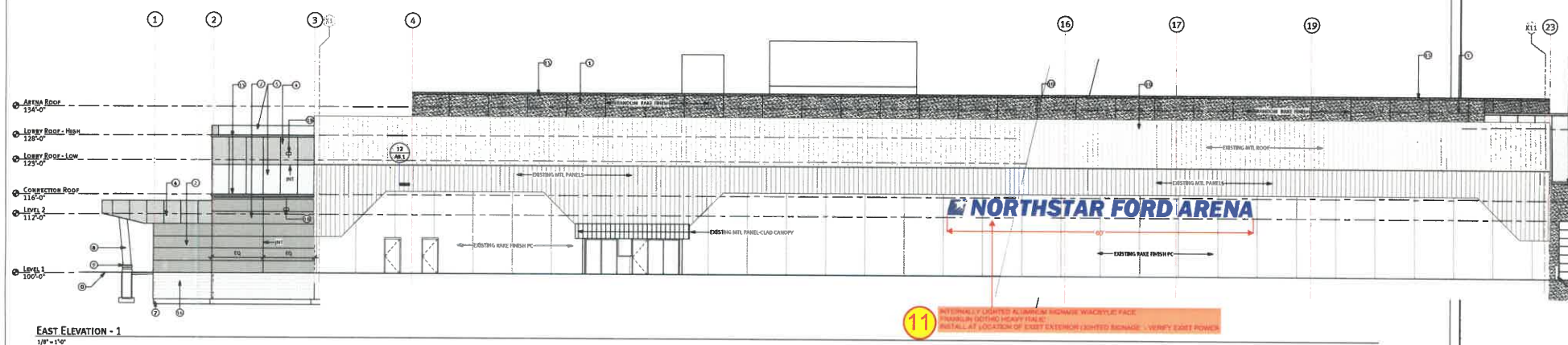
SIGNAGE
ASI 47.1
07/10/2025

**NORTHSTAR
FORD ARENA**

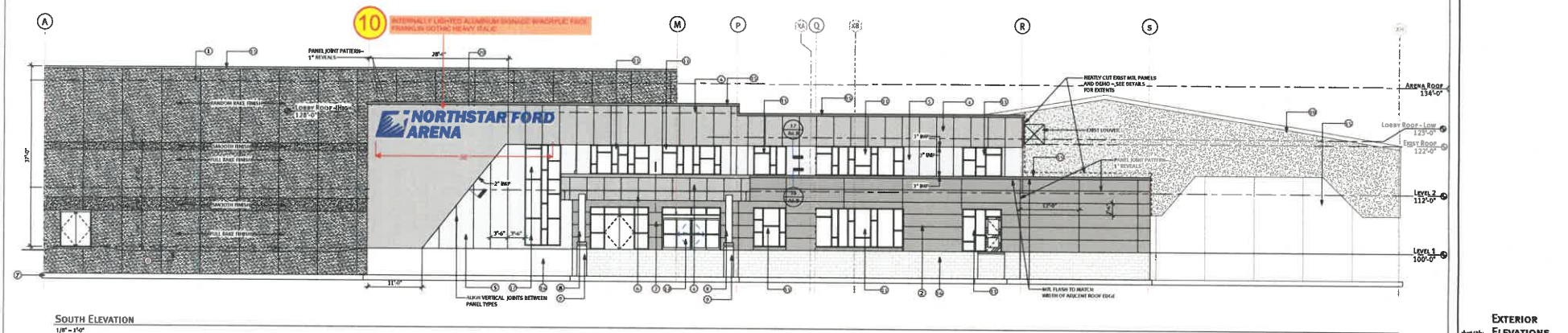
4309 UGSTAD RD
HERMANTOWN, MN 55811



NORTH ELEVATION
1/8" = 1'-0"



EAST ELEVATION - 1
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATIONS

SUPPLEMENTAL INSTRUCTIONS – ASI-47.1

Date	July 10, 2025
Project #	2023232
Project Name	Northstar Ford Arena
Project Location	Hermantown, MN
Description	Signage Power

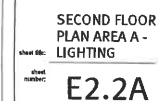
The work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

All Interior and Exterior signage is 120 volt. They shall be controlled as indicated on the attached drawings. The attached drawings (E2.2 and E2.3) indicate approximate location of both interior and exterior signs. Confirm final locates with the Construction Manager or Architect.

Respectfully,
CMTA



Gary Tridgell; CSI, CCCA



SHEET NOTES

- 1A CORRECT TO DRAW 62 "SOUTH BY WEST" COORDINATE FOR KEY LOCATION WITH IN - SHOP BUILDING
- 1M S.D. JUNE-71 EXISTING TOWN AND RESIDENTIAL YR IN THE SAME LOT ACTION
- 1B PER VIDEO A LIMITED SPEECH CARROLLVILLE INTERIOR SH LIGHTING OCCASUALLY L.C. ACTION WITH THE OWNER.



NORTHSTAR FORD ARENA

4309 UGSTAD RD
HERMANTOWN, MN 55811

project #: 2022232
date: 7/16/2023 3:25:13 PM
drawn by: Andrew Carlson
checked: Andrew Bartish

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

signature:
name: Andrew Bartish
reg. #: 48775
exp. date: 06/28/2024

CONFORMANCE SET

revision / issue	rev.	date
ASH-12	23	04/04/24
ASH-13	R2	02/16/25
ASH-18		02/16/25
ASH-17		04/04/25
ASH-2	3	02/16/25
ASH-2		02/16/25
ASH-18	3	02/16/25
ASH-12		02/16/25

KEY PLAN

**SECOND FLOOR
PLAN AREA B -
LIGHTING**

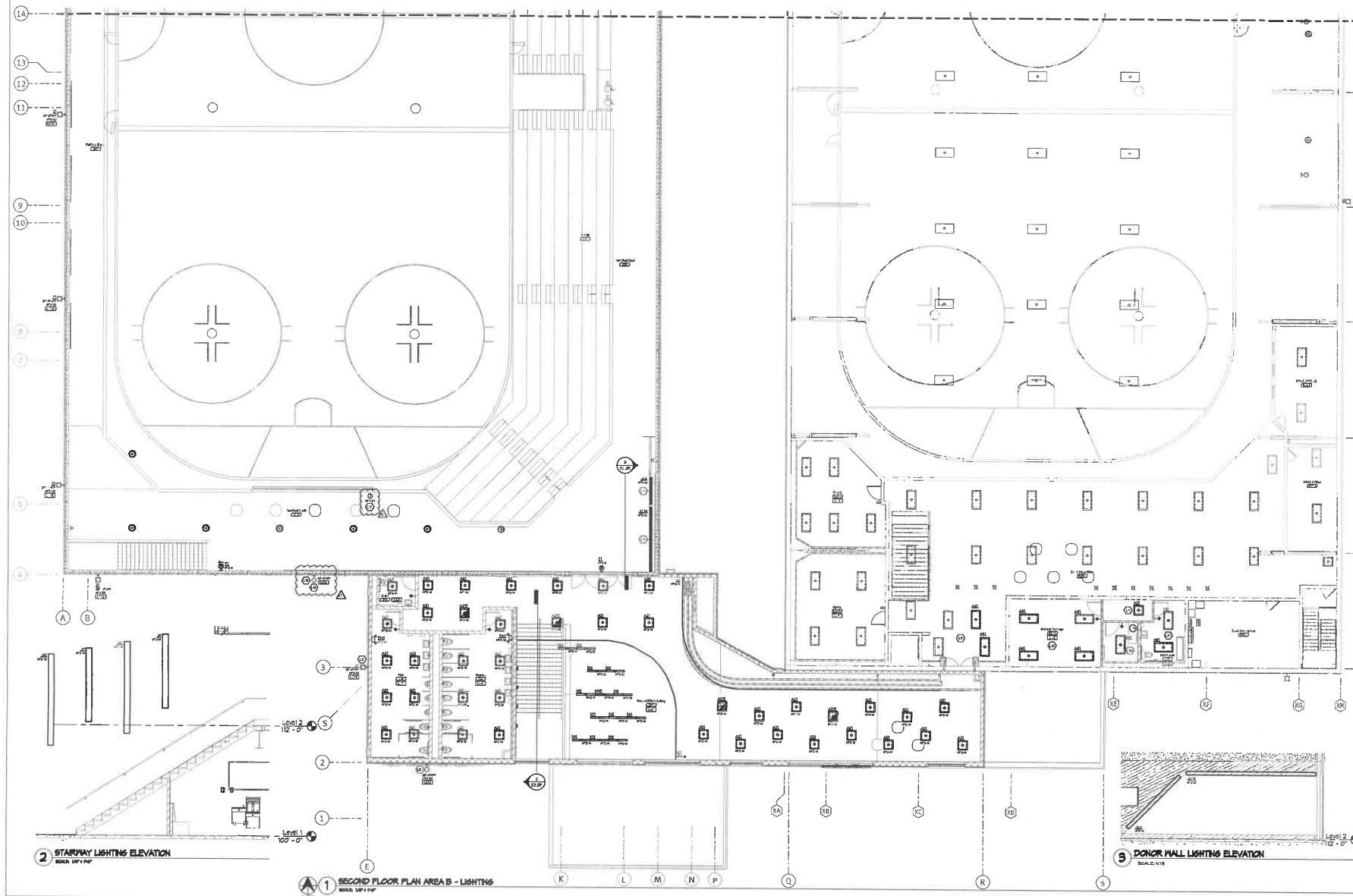
sheet title:
sheet number:
E2.2B

LIGHTING CONTROL NOTES:

101. HALLWAY LIGHTING - DIMMER CONTROL.
102. HALLWAY LIGHTING - DIMMER CONTROL.
103. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
104. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
105. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
106. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
107. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
108. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
109. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
110. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
111. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
112. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
113. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
114. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
115. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
116. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
117. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
118. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
119. LIGHTING FOR STAIRWELL - DIMMER CONTROL.
120. LIGHTING FOR STAIRWELL - DIMMER CONTROL.

SHEET NOTES:

12. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
13. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
14. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
15. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
16. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
17. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
18. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
19. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
20. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
21. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
22. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
23. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
24. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
25. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
26. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
27. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
28. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
29. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.
30. PROVIDE LIGHTING FOR STAIRWELL - DIMMER CONTROL.



Resolution No. 2025-150

Resolution Approving Pay Request Number 16 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,540,475.58

WHEREAS, the City of Hermantown has contracted with Kraus-Anderson Construction Company for construction management services for the NorthStar Ford Arena (“Project”); and

WHEREAS, Kraus-Anderson Construction Company has performed a portion of the agreed upon work in said Project; and

WHEREAS, Kraus-Anderson Construction Company has submitted separate Pay Requests No. 16 for Labor & Services, and Tax-Exempt material as shown below, and

Invoice Number	Item	Amount
73073	Labor & Services	\$954,857.68
73074	Tax Exempt Material	\$585,617.90
	Total	\$1,540,475.58

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed,

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

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

1. Pay Request No. 16 is hereby approved.

2. The City is hereby authorized and directed to pay to Kraus-Anderson Construction Company Kraus Anderson the sum of \$1,540,475.58 which is the amount represented on Pay Request No. 16 for both Labor & Services, and Tax-Exempt material.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted on October 6, 2025.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 73074

To Owner: City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811	Project Number - Project Description: 2222026- Hermantown Hockey Arena Addition Customer Reference:	Application No. : 16 Period To: 9/30/2025 Project Ref Nos:	Distribution to : ☐ Owner ☐ Architect ☐ Contractor
From Contractor: Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404	Via Architect: DSGW Architects 2 West First Street, Suite 201 Duluth MN 55802	Contract Date:	
Contract For:		Tax-Exempt Materials, Sept. 2025	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$7,828,788.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE(Line 1 ± 2)	\$7,828,788.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$7,523,033.77
5. RETAINAGE:	
a. 0.00% of Completed Work (Column D + E on G703)	\$0.00
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$7,523,033.77
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$6,937,415.87
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$585,617.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(line 3 less Line 6)	\$305,754.23

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Kraus-Anderson Construction Company

By:  Date: 9/29/2025

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 29th day of September, 2025

Notary Public: 

My Commission expires: 1/31/2029

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$585,617.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  Date: 10/1/2025 | 9:43 AM CDT

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Invoice # :

73074

Page 2 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 16

Application Date : 9/29/2025

Period To: 9/30/2025

Project Ref Nos.:

Contract : 222026- Hermantown Hockey Arena Addition

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)	
			From Previous Application (D+E)	This Period In Place						
					(Not in D or E)	(D+E+F)				
105-M	Concrete - Materials Only	240,603.00	240,603.00	0.00	0.00	240,603.00	100.00%	0.00	0.00	
110-M	Structural Precast - Materials Only	351,876.00	351,876.00	0.00	0.00	351,876.00	100.00%	0.00	0.00	
115-M	Architectural Precast - Materials Only	777,427.00	777,427.00	0.00	0.00	777,427.00	100.00%	0.00	0.00	
120-M	Masonry - Materials Only	277,969.16	277,969.16	0.00	0.00	277,969.16	100.00%	0.00	0.00	
123-M	Steel Supply - Materials Only	1,031,583.00	1,011,583.00	20,000.00	0.00	1,031,583.00	100.00%	0.00	0.00	
130-M	Foundation Insulation & Waterproofing - Materials Only	10,683.00	10,683.00	0.00	0.00	10,683.00	100.00%	0.00	0.00	
132-M	Mechanical Equipment - Material Only	697,645.00	612,266.00	0.00	0.00	612,266.00	87.76%	85,379.00	0.00	
134-M	Electrical Equipment - Materials Only	165,308.00	165,308.00	0.00	0.00	165,308.00	100.00%	0.00	0.00	
135-M	Site Clearing & Earthwork - Materials Only	234,221.00	233,683.83	536.75	0.00	234,220.58	100.00%	0.42	0.00	
145-M	Carpentry - Materials Only	30,290.00	30,290.00	0.00	0.00	30,290.00	100.00%	0.00	0.00	
155-M	Weather Barrier - Materials Only	21,744.00	21,744.00	0.00	0.00	21,744.00	100.00%	0.00	0.00	
160-M	Metal Panels - Materials Only	221,600.00	179,740.00	41,860.00	0.00	221,600.00	100.00%	0.00	0.00	
165-M	Roofing - Materials Only	485,160.00	485,160.00	0.00	0.00	485,160.00	100.00%	0.00	0.00	
170-M	Applied Fireproofing - Materials Only	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00	
173-M	Doors, Frames & Hardware - Materials Only	133,605.00	133,605.00	0.00	0.00	133,605.00	100.00%	0.00	0.00	
180-M	Specialty Doors - Materials Only	41,055.00	41,055.00	0.00	0.00	41,055.00	100.00%	0.00	0.00	
185-M	Aluminum Frames & Glazing - Materials Only	163,338.00	158,357.00	0.00	0.00	158,357.00	96.95%	4,981.00	0.00	
190-M	Drywall - Materials Only	35,592.00	32,032.80	2,847.36	0.00	34,880.16	98.00%	711.84	0.00	
195-M	Tile - Materials Only	32,885.00	32,885.00	0.00	0.00	32,885.00	100.00%	0.00	0.00	
200-M	Ceilings & Acoustical Treatment - Materials Only	71,494.00	54,275.50	17,218.50	0.00	71,494.00	100.00%	0.00	0.00	
205-M	Resilient & Carpet Flooring - Materials Only	5,496.00	0.00	1,803.00	0.00	1,803.00	32.81%	3,693.00	0.00	
210-M	Athletic Flooring - Materials Only	72,665.00	0.00	0.00	0.00	0.00	0.00%	72,665.00	0.00	
220-M	Painting - Materials Only	25,000.00	20,000.00	5,000.00	0.00	25,000.00	100.00%	0.00	0.00	
223-M	Specialties - Materials Only	56,040.00	16,360.00	32,020.00	0.00	48,380.00	86.33%	7,660.00	0.00	
225-M	Signage - Materials Only	30,565.00	0.00	0.00	0.00	0.00	0.00%	30,565.00	0.00	
230-M	Athletic Equipment - Materials Only	301,202.00	150,000.00	151,202.00	0.00	301,202.00	100.00%	0.00	0.00	
235-M	Window Treatments - Materials Only	23,460.00	0.00	0.00	0.00	0.00	0.00%	23,460.00	0.00	
240-M	Casework & Countertops - Materials Only	104,835.00	45,000.00	30,000.00	0.00	75,000.00	71.54%	29,835.00	0.00	
245-M	Ice Rink - Materials Only	85,249.00	85,248.25	0.00	0.00	85,248.25	100.00%	0.75	0.00	
250-M	Fire Suppression - Materials Only	50,476.00	50,476.00	0.00	0.00	50,476.00	100.00%	0.00	0.00	
255-M	Combined Mechanical - Materials Only	1,274,740.00	1,050,370.65	224,369.35	0.00	1,274,740.00	100.00%	0.00	0.00	
260-M	Controls - Materials Only	61,730.00	56,791.60	4,938.40	0.00	61,730.00	100.00%	0.00	0.00	

Page 3 of 3

Contract : 2222026- Hermantown Hockey Arena Addition

[illegible]

Important Notice Regarding Payments to Kraus-Anderson Construction Company

To Whom It May Concern:

As we are sure you are aware, there are more frequent incidents in the news about cyber criminals using email and other electronic means to induce businesses and individuals to reveal their financial information, or to make payments to criminals that are impersonating persons that are actually entitled to receive such information or payments. Any business which is a payer or recipient of large sums of money as part of its regular business activity is a special target for these cyber criminals. The large and repeated payments made by the owners of construction projects to their construction contractors make these parties potential targets, and we know of instances where some project owners have been defrauded into making erroneous payments to third-party imposters as a result of this criminal fraud activity.

The purpose of this letter is to ask for your help to be extra vigilant in how your company makes payments to Kraus-Anderson Construction Company. At the start of our construction project with your company, we provided you with information that included our bank name, routing number, and account number for payments made by ACH or wire transfer, or other specific instructions for paying Kraus-Anderson by check. It is extremely unlikely we would ever change these instructions before the completion of your project and our receipt of final payment from you.

Please do not act on a request to change our account information or method of payment unless you are certain that the request is actually being made by Kraus-Anderson Construction Company. If you receive such a request, it is likely an attempt to defraud you. Therefore, it is important that you contact one of the two Kraus-Anderson Employees listed below if you receive a request in any form--oral, electronic, written, or otherwise--to make changes to our payment instructions and/or banking information:

Logan Carter, Controller
Office phone: 612-255-2364 Cell phone: 612-723-0843

Ryan Szarzynski, Accounting Manager
Office phone: 612-255-2368 Cell phone: 612-210-0570

We hope this information is helpful to you in protecting your company against acts by third-party criminals that may attempt to interfere with the proper processing of legitimate financial transactions. Please contact us if you have any questions.

Sincerely,

KRAUS-ANDERSON CONSTRUCTION COMPANY



Logan Carter
Controller

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 73073

To Owner: City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811	Project Number - Project Description: 2222026- Hermantown Hockey Arena Addition Customer Reference:	Application No. : 16 Period To: 9/30/2025 Project Ref Nos:	Distribution to : ☐ Owner ☐ Architect ☐ Contractor
From Contractor: Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404	Via Architect: DSGW Architects 2 West First Street, Suite 201 Duluth MN 55802	Contract Date: Labor, Sept 2025	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$13,055,590.00
2. NET CHANGE BY CHANGE ORDERS	\$690,345.00
3. CONTRACT SUM TO DATE(Line 1 ± 2)	\$13,745,935.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$12,368,552.57
5. RETAINAGE:	
a. 4.90% of Completed Work (Column D + E on G703)	\$606,365.15
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$606,365.15
6. TOTAL EARNED LESS RETAINAGE	\$11,762,187.42
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$10,807,329.74
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$954,857.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,983,747.58
(line 3 less Line 6)	

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$653,619.40	\$0.00
Total Approved this Month	\$36,725.60	\$0.00
TOTALS	\$690,345.00	\$0.00
Net Changes By Change Order	\$690,345.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Kraus-Anderson Construction Company

By:  Date: 9/29/2025

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 29th day of September, 2025

Notary Public:  My Commission expires: 1/31/2029**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$954,857.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

 ARCHITECT:  10/1/2025 | 9:43 AM CDT
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Invoice # :

73073

Page 2 of 3

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 16

Application Date : 9/29/2025

Period To: 9/30/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place					
					(Not in D or E)	(D+E+F)			
1	Pre-Construction	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	0.00
100-L	Demolition	306,694.91	304,019.47	0.00	0.00	304,019.47	99.13%	2,675.44	15,200.97
105-L	Concrete	701,567.88	688,217.88	13,350.00	0.00	701,567.88	100.00%	0.00	35,078.40
110-L	Structural Precast	159,342.58	158,836.58	0.00	0.00	158,836.58	99.68%	506.00	7,941.83
115-L	Architectural Precast	126,299.42	126,299.42	0.00	0.00	126,299.42	100.00%	0.00	6,314.98
120-L	Masonry	624,467.63	614,735.29	9,732.34	0.00	624,467.63	100.00%	0.00	31,223.39
124-L	Steel Supply - Change Orders	32,598.55	0.00	0.00	0.00	0.00	0.00%	32,598.55	0.00
125-L	Steel Erection	459,716.76	438,055.94	11,852.82	0.00	449,908.76	97.87%	9,808.00	22,495.45
130-L	Foundation Insulation & Waterproofing	25,950.00	25,950.00	0.00	0.00	25,950.00	100.00%	0.00	1,297.50
131-L	Mechanical Equipment - Change Orders	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
133-L	Electrical Equipment - Change Orders	2,716.39	2,716.39	0.00	0.00	2,716.39	100.00%	0.00	135.82
135-L	Site Clearing & Earthwork	1,236,786.05	1,182,687.10	0.00	0.00	1,182,687.10	95.63%	54,098.95	59,134.38
140-L	Final Cleaning	38,595.08	0.00	0.00	0.00	0.00	0.00%	38,595.08	0.00
145-L	Carpentry	201,126.46	169,343.24	21,283.22	0.00	190,626.46	94.78%	10,500.00	9,531.33
150-L	Blown/Sprayed Insulation	21.00	0.00	0.00	0.00	0.00	0.00%	21.00	0.00
155-L	Weather Barrier	33,551.29	33,551.29	0.00	0.00	33,551.29	100.00%	0.00	1,677.57
160-L	Metal Panels	254,850.00	41,720.00	185,670.00	0.00	227,390.00	89.23%	27,460.00	11,369.51
165-L	Roofing	858,010.00	833,262.82	6,640.00	0.00	839,902.82	97.89%	18,107.18	41,995.14
170-L	Applied Fireproofing	19,237.01	19,237.01	0.00	0.00	19,237.01	100.00%	0.00	961.85
174-L	Doors, Frames & Hardware - Change Orders	10,616.72	0.00	0.00	0.00	0.00	0.00%	10,616.72	0.00
175-L	Joint Sealants	25,695.00	15,075.00	0.00	0.00	15,075.00	58.67%	10,620.00	753.75
180-L	Specialty Doors	10,063.00	10,063.00	0.00	0.00	10,063.00	100.00%	0.00	503.16
185-L	Aluminum Frames & Glazing	108,751.00	52,810.00	34,280.00	0.00	87,090.00	80.08%	21,661.00	4,354.50
190-L	Drywall	197,619.00	141,900.50	43,839.84	0.00	185,740.34	93.99%	11,878.66	9,287.03
195-L	Tile	153,616.55	130,537.75	11,497.90	0.00	142,035.65	92.46%	11,580.90	7,101.79
200-L	Ceilings & Acoustical Treatment	66,807.00	51,960.50	9,846.50	0.00	61,807.00	92.52%	5,000.00	3,090.36
205-L	Resilient and Carpet Flooring	20,557.00	0.00	0.00	0.00	0.00	0.00%	20,557.00	0.00
210-L	Athletic Flooring	58,124.25	0.00	0.00	0.00	0.00	0.00%	58,124.25	0.00
215-L	Epoxy Flooring	141,078.50	0.00	141,078.50	0.00	141,078.50	100.00%	0.00	7,053.93
220-L	Painting	165,673.00	54,852.00	73,564.00	0.00	128,416.00	77.51%	37,257.00	6,420.80
224-L	Specialties - Change Orders	8,580.74	0.00	5,472.36	0.00	5,472.36	63.77%	3,108.38	273.62
225-L	Signage	7,525.00	0.00	0.00	0.00	0.00	0.00%	7,525.00	0.00

CONTINUATION SHEET

Invoice # : 73073

Page 3 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 16

Application Date : 9/29/2025

Period To: 9/30/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)	
			From Previous Application (D+E)	This Period In Place						
					(Not in D or E)	(D+E+F)				
230-L	Athletic Equipment	74,284.63	7,393.61	0.00	0.00	7,393.61	9.95%	66,891.02	369.68	
235-L	Window Treatments	8,192.00	0.00	0.00	0.00	0.00	0.00%	8,192.00	0.00	
240-L	Casework & Countertops	63,449.93	25,000.00	18,449.93	0.00	43,449.93	68.48%	20,000.00	2,172.50	
245-L	Ice Rink	2,125,501.21	2,079,127.47	28,060.50	0.00	2,107,187.97	99.14%	18,313.24	105,359.40	
250-L	Fire Suppression	109,455.00	79,638.75	15,853.00	0.00	95,491.75	87.24%	13,963.25	4,774.59	
255-L	Combined Mechincal	1,442,588.50	1,253,277.94	109,600.60	0.00	1,362,878.54	94.47%	79,709.96	68,143.94	
260-L	Controls	91,665.00	65,320.95	16,568.05	0.00	81,889.00	89.34%	9,776.00	4,094.45	
265-L	Electrical	867,915.72	733,954.10	106,449.00	0.00	840,403.10	96.83%	27,512.62	42,020.15	
270-L	General Conditions	725,414.56	524,371.60	39,346.56	0.00	563,718.16	77.71%	161,696.40	26,267.89	
275-L	Site Services	1,149,502.05	857,216.67	68,593.99	0.00	925,810.66	80.54%	223,691.39	45,064.49	
280-L	Building Permits	162,982.19	162,982.19	0.00	0.00	162,982.19	100.00%	0.00	4,920.67	
285-L	Performance & Payment Bonds	69,097.94	66,066.00	0.00	0.00	66,066.00	95.61%	3,031.94	1,884.80	
290-L	Umbrella Liability Insurance	129,753.72	104,398.42	9,263.67	0.00	113,662.09	87.60%	16,091.63	5,302.24	
295-L	Builder's Risk Insurance	23,483.83	16,651.52	2,135.54	0.00	18,787.06	80.00%	4,696.77	868.42	
300-L	Warranty Reserve	18,360.24	15,739.09	2,388.71	0.00	18,127.80	98.73%	232.44	853.39	
305-L	KA Contingency	304,860.35	0.00	0.00	0.00	0.00	0.00%	304,860.35	0.00	
310-L	KA Fee	263,190.36	216,469.70	20,296.35	0.00	236,766.05	89.96%	26,424.31	11,071.48	

Important Notice Regarding Payments to Kraus-Anderson Construction Company

To Whom It May Concern:

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The purpose of this letter is to ask for your help to be extra vigilant in how your company makes payments to Kraus-Anderson Construction Company. At the start of our construction project with your company, we provided you with information that included our bank name, routing number, and account number for payments made by ACH or wire transfer, or other specific instructions for paying Kraus-Anderson by check. It is extremely unlikely we would ever change these instructions before the completion of your project and our receipt of final payment from you.

Please do not act on a request to change our account information or method of payment unless you are certain that the request is actually being made by Kraus-Anderson Construction Company. If you receive such a request, it is likely an attempt to defraud you. Therefore, it is important that you contact one of the two Kraus-Anderson Employees listed below if you receive a request in any form—oral, electronic, written, or otherwise—to make changes to our payment instructions and/or banking information:

Logan Carter, Controller
Office phone: 612-255-2364 Cell phone: 612-723-0843

Ryan Szarzynski, Accounting Manager
Office phone: 612-255-2368 Cell phone: 612-210-0570

We hope this information is helpful to you in protecting your company against acts by third-party criminals that may attempt to interfere with the proper processing of legitimate financial transactions. Please contact us if you have any questions.

Sincerely,

KRAUS-ANDERSON CONSTRUCTION COMPANY



Logan Carter
Controller

CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Issue a special use permit for filling and grading within a Recreational Environment Shoreland Overlay for the construction of a driveway and future accessory structure

☒ **RESOLUTION:** 2025-151 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a Special Use Permit for filling and grading within a Recreational Environment Shoreland Overlay Zone.

DESCRIPTION OF REQUEST:

The applicant (Kevin Tomlin) desires to construct a 24 foot wide driveway and construct a future accessory structure on a property at 5057 Anderson Road. There is an existing home and accessory structure on the property with both of them being within the Recreational Environment Shoreland Area. The proposed driveway and future accessory structure will require filling and grading within an approximately 14,000 square feet area of disturbance.

SITE DATA

Parcel Size:	20 acres
Legal Access:	5057 Anderson Road
Wetlands:	Yes, per the National Wetland Inventory
Existing Zoning:	R-3, Residential
Airport Overlay:	None
Shoreland Overlay:	Yes – Natural Environment Shoreland – Midway River
Comprehensive Plan:	Residential

BACKGROUND

The applicant owns a property with an existing home and detached accessory structure at 5057 Anderson Road. The applicant is proposing to construct a new 24 foot wide driveway along the eastern property line of the parcel and a future accessory structure. The proposed work is within the Recreational Environment Shoreland Area associated with Midway River and is expected to impact approximately 14,000 square feet of shoreland area.

A public hearing for this proposed project was held on September 16, 2025. There were three members of the public who spoke at the meeting. Concerns about the project included the proximity of the proposed driveway to the neighboring property line and the Applicant starting construction activities prior to approvals. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

City staff did visit the property prior to the Planning and Zoning Commission meeting and did verify that filling activities had commenced on the property. Only the northerly 200 feet of the overall driveway falls

within the shoreland area with the southerly 600 feet being outside of the shoreland area. Property owners are able to conduct land disturbance activities on their property with the application for and approval of a land disturbance permit.

The Applicant did apply for a land disturbance permit and driveway permit prior to commencing with the fill. In addition, the Applicant engaged a wetland delineator to stake the boundary of the adjacent wetland in order for the Applicant to not impact any wetlands. Unfortunately, the Applicant did commence with the work prior to receiving approval of the land disturbance permit or the Special Use Permit.

From discussions with staff members, there are multiple permits required for work of this nature with the potential for overlap. Staff is looking to better define the various permit requirements in order to provide clearer communication to future applicants for these type of projects.

Wetlands

Per the National Wetland Inventory (NWI) there are wetlands located along the banks of the Midway River as well as portions of the property. A wetland assessment was performed in August with the determination being that the driveway and future accessory structure were located outside of the wetland boundary.

Shoreland Area

The northern two-thirds of the property is located within a Recreational Environment Shoreland Area and is subject to the requirements of the City's Shoreland Ordinance as it pertains to grading a filling within a shoreland area. However, the majority of the driveway is outside of the Recreational Environment Shoreland Area

Special Use Permit

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

No Special Use Permit shall be approved unless positive findings are made with respect to each and every one of the following criteria:

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

The proposed use is compatible with development within the vicinity which is characterized by low density residential and residential compatible uses.

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. The development of a primary structure/residence is an allowed use within the R-3, Residential zoning district.

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

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

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

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

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

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

No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the Midway River.

The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the Midway River.

Findings of Fact and Recommendations

Staff recommends approval of the special use application to construct a driveway and future accessory structure in a Recreational Environment Shoreland Area, subject to the following:

1. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing a new 24 foot wide driveway and future accessory structure on a property at 5057 Anderson Road. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
2. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

- g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- 3. The applicant shall sign a consent form assenting to all conditions of this approval.
 - 4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Location Map
Proposed Site Plan
Shoreland Overlay Map

Resolution No. 2025-151

Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area

WHEREAS, Kevin Tomlin (“Applicant”), own the property at 395-0010-06330 submitted an application for a Special Use Permit for grading and filling within a Recreational Environment Shoreland Overlay Area for the purpose of the construction of a new driveway and future accessory structure in a R-3, Residential District (the “Project”), with a legal description as follows:

Property ID: 395-0010-06330

E1/2 OF SW1/4 OF SW1/4 SECTION 23 TOWNSHIP 50 RANGE 15

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on September 16, 2025 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

The proposed use is compatible with development within the vicinity which is characterized by low density residential and residential compatible uses.

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. The development of a primary structure/residence is an allowed use within the R-3, Residential zoning district.

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

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

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

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

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

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

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

CONCLUSION

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

1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland Overlay area for the purpose of demolition of an existing structure and the construction of a new primary structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
2. The Applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

- g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted October 6, 2025.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Kevin Tomlin, (“Applicants”), owners of the property at 395-0010-06330, submitted an application for grading and filling within a Recreational Environment Shoreland Overlay Area for the purpose of construction of a new driveway and future accessory structure at 395-0010-06330 (“Project”), and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

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

welfare, or for violation of any of the provisions of this permit.

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

ACCEPTANCE OF RESOLUTION

Kevin Tomlin, ("Applicant"), hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

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

IN WITNESS WHEREAS, Kevin Tomlin, (“Applicants”), have executed this acceptance
this _____ day of _____, 2025.

Kevin Tomlin

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Kevin Tomlin.

Notary Public

ATTACHMENT A

E1/2 OF SW1/4 OF SW1/4 SECTION 23 TOWNSHIP 50 RANGE 15

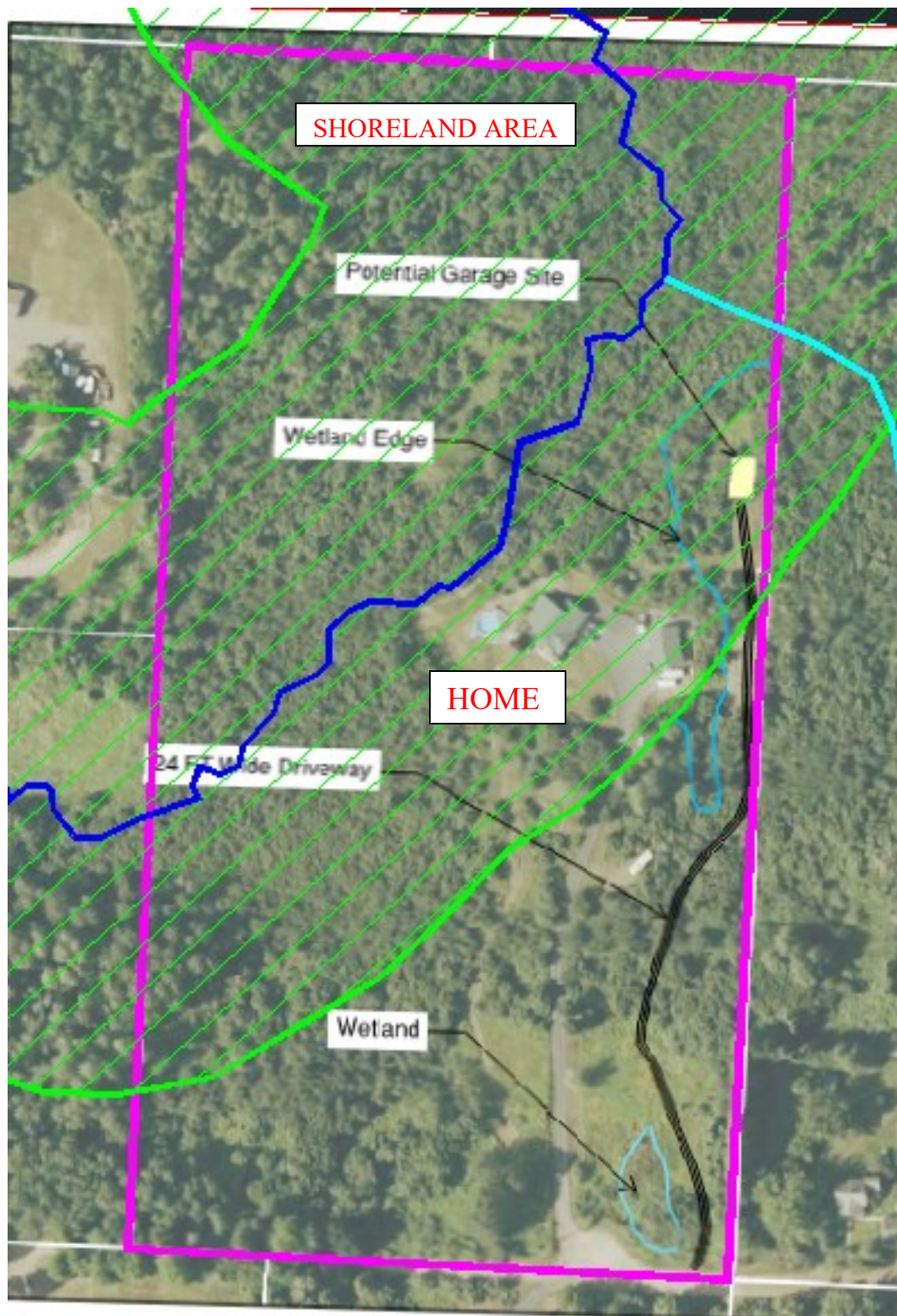
Property ID: 395-0010-06330

Location Map





Shoreland Map



CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Special Use Permit for construction of a two-family residential structure (twinhome) in a R-3, Residential District

☒ **RESOLUTION:** 2025-152 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

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

DESCRIPTION OF REQUEST:

Nordski Construction/EDSA Storage (Applicant) requests a special use permit to construct a two-family dwelling unit in an R-3 Residential zone.

SITE INFORMATION:

Parcel Size: +/- 0.63 acres
Legal Access: 3971 Haines Road
Wetlands: None per wetland delineation
Existing Zoning: R-3, Residential
Airport Overlay: N/A
Shoreland Overlay: N/A
Comprehensive Plan: Residential

BACKGROUND

The Applicant is seeking to construct a two-family home (twinhome) on the property. The overall property is approximately 5.0 acres in size with the Applicant proposing to subdivide the lot at a future date. The subdivision of the property would create a 0.63 acre parcel for the proposed two-family dwelling and would necessitate a variance for the lot size.

The City has been looking at the properties along Haines Road as well as been in discussions with two property owners, who own multiple parcels. The City believes there is the opportunity to assemble properties along Haines Road in order to have enough land to facilitate a residential development consisting of a mixture of housing types. Due to the nature of the deep, narrow lots along Haines Road, there appears to be the opportunity to utilize the rear portions of these properties for development, while maintaining the existing homes that abut Haines Road.

A public hearing for this proposed project was held on September 16, 2025. There were no members of the public who spoke at the meeting. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

ZONING ANALYSIS

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

Table 1. Twin Home Requirements	Requirement	Provided
Minimum lot area	1.0 acre	+/-0.62 acres
Minimum lot width	150 feet	125 feet
Minimum depth of front yard	50 feet	50 feet minimum
Minimum side yard	40 feet	20 feet minimum
Minimum rear yard	40 feet	+/- 90 feet
Minimum distance from nearest condominiums, town homes, two-family dwellings	200 feet	Greater than 200 feet.
Minimum living area per unit	792 sq. ft.	+/- 1,680 sq. ft.

Utilities

There are existing water and sanitary sewer services in the Haines Road right of way. The Applicant will be required to stub the new utilities to the new unit in order to provide service to the two-family home. The Applicant is required to obtain the necessary permits and pay any/all connection/availability fees for to the City for these utilities.

Lot Size and Setbacks

The Applicant is proposing a lot size and side yard setback which is less than the minimums associated with a two-family structure in a R-3, Residential zoning district. The Applicant is required to obtain a variance from these minimum standards in order to construct to the lesser lot size and setbacks.

Parcel Split

Any future lot subdivision of the parcel for the purpose of creating a second lot for the two-family structure will be accomplished by an administrative parcel split. Application fee and park dedication will be required at time of application.

Any future lot split for a flag lot will require review and approval by the Hermantown Planning and Zoning Commission.

Wetlands

A wetland delineation was conducted at the property in 2023. The delineation did not identify any wetlands on the property.

Variance

Variance applications are considered by the Board of Appeals and can be appealed to the City Council by either an aggrieved applicant or by other citizens of the City who may be in opposition to the Board of Appeals action. In the case where there are other zoning related requests, the Planning and Zoning Commission hears and acts on variance requests.

A variance was requested from Section 515 – R-3, Residential of the Hermantown Zoning Regulations. Section 515.10 of the Hermantown Zoning Ordinance addresses minimum lot size and building setbacks in a R-3, Residential zoning district for a two- family structure. The Planning and Zoning Commission approved the variance request for the reduced lot size and setbacks.

Special Use Permit

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

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

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

The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

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

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

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

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

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

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

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

Findings of Fact and Recommendations

Staff recommends approval of the special use application to construct a two-family dwelling in a R-3, Residential zoned property, subject to the following:

The applicant shall connect to public sewer and water services at their own cost and be responsible for any connection or availability fees.

Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.

Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.

Prior to issuance of a building permit, all necessary permits shall be obtained.

Any future lot subdivision of the parcel will be accomplished by an administrative parcel split, unless it is for a flag lot, which will require review and approval by the Hermantown Planning and Zoning Commission.

The approval is for a Special Use Permit for the purpose of constructing a two-family structure. The Community Development Director may approve minor variations as long as the variations do not result in any wetland impacts or setback infringements.

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

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

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

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

Resolution No. 2025-152

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

WHEREAS, Nordski Construction/EDSA Storage (“Applicant”), owner of the property at 395-0010-06872 submitted an application for a Special Use Permit for the construction of a two-family home (twinhome) in a R-3 Residential District (the “Project”), and legally described in Attachment A.; and

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on September 16, 2025 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

CONCLUSION

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

1. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
2. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence (twinhome) relative to the side lot lines.
3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
4. Prior to issuance of a building permit, all necessary permits shall be obtained.
5. Any future lot subdivision of the parcel will be accomplished by an administrative parcel split.
6. The approval is for a Special Use Permit for the purpose of constructing a two-family structure (twinhome). The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted October 6, 2025.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Nordski Construction/EDSA Storage (“Applicant”), owner of the property located at 395-0010-06872 submitted an application for construction of a two-family home (twinhome) at 395-0010-06872 (“Project”), and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

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

welfare, or for violation of any of the provisions of this permit.

- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of a two family home at the applicants property located at 395-0010-06872.
- k. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- l. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence (twinhome) relative to the side lot lines.
- m. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- n. Prior to issuance of a building permit, all necessary permits shall be obtained.
- o. Any future lot subdivision of the parcel will be accomplished by an administrative parcel split.
- p. The approval is for a Special Use Permit for filling for the purpose of constructing a two-family structure (twinhome). The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
- r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2025.

CITY OF HERMANTOWN

By _____

Its Mayor

By _____

Its Clerk

STATE OF MINNESOTA)
)ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Wayne Boucher, and Alissa McClure, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

Notary Public

ACCEPTANCE OF RESOLUTION

Nordski Construction/EDSA Storage, (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

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

IN WITNESS WHEREAS Nordski Construction/EDSA Storage has executed this acceptance this ____ day of _____, 2025.

Nordski Construction/EDSA Storage

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nordski Construction/EDSA Storage.

Notary Public

ATTACHMENT A

E 2 AC OF N 1/2 OF N 1/2 OF S 1/2 OF NE 1/4 OF SE ¼ Section 24 Township 50 Range 15

Property ID: 395-0010-06872

Location Map



3971 Haines Rd

lot a
4.36 acres

lot c
.33 acres

lot b
.3 acres

house1

house1a

220 ft

40ft

65ft

60ft

townhome is roughly 80X60
side lot is 20 on lot b
side lot is 25 on side c
front lot is roughly 70 ft
rear lot is roughly 90 ft
flag pole is 40 ft x 220 ft

driveway with be the width of the
44ft slightly tapering down to the i
dirveway length will be roughly 70



NORDSKI TOWNHOUSE

LEFT UNIT 1,747SF GARAGE 566SF
RIGHT UNIT 1,747SF GARAGE 522SF

PG

1

NORDSKI CONST.
3911 Haines Road
HERMANTOWN, MN 55811

Floor Plan

Legacy Draft and Design
Voice 218-874-1933

DRAWINGS PROVIDED BY:
LEGACY
Draft & Design

DATE:

09-04-25

SCALE:

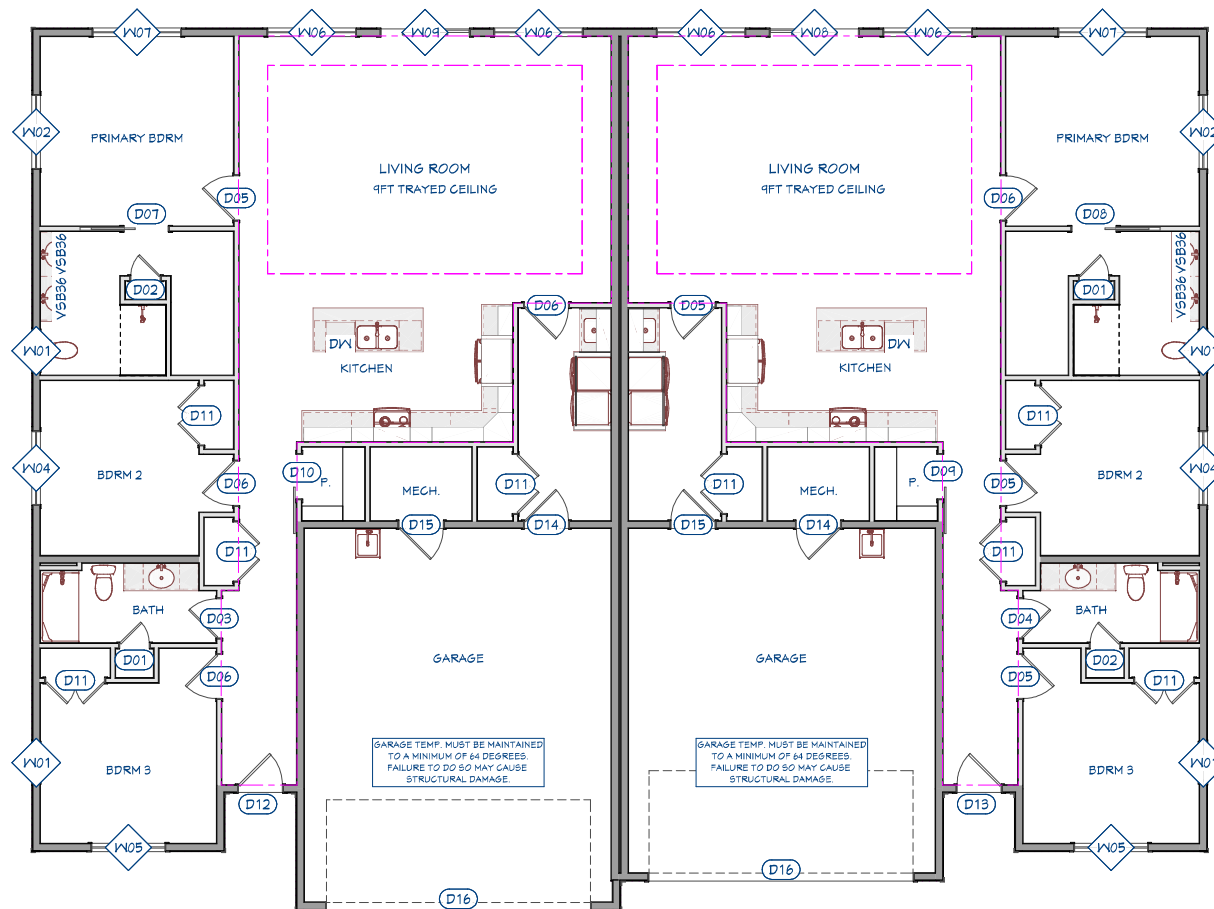
1/4" = 1FT

SHEET SIZE:

36"x24"

DOOR SCHEDULE					
EXT. ELEV.	NUMBER	QTY	SIZE	DESCRIPTION	HEADER
	D01	2	2060 L IN	HINGED DOOR	
	D02	2	2060 R IN	HINGED DOOR	
	D03	1	2860 L IN	HINGED DOOR	
	D04	1	2860 R IN	HINGED DOOR	
	D05	4	3060 L IN	HINGED DOOR	
	D06	4	3060 R IN	HINGED DOOR	
	D07	1	3060 L	POCKET DOOR	
	D08	1	3060 R	POCKET DOOR	
	D09	1	3060 L	BARN DOOR	
	D10	1	3060 R	BARN DOOR	
	D11	6	4060 L/R IN	DOUBLE HINGED DOOR	
	D12	1	3060 L EX	EXT. HINGED DOOR	(2) 2X6
	D13	1	3060 R EX	EXT. HINGED DOOR	(2) 2X6
	D14	2	3060 L IN	20 MIN. FIRE RATED EXT. DOOR	
	D15	2	3060 R IN	20 MIN. FIRE RATED EXT. DOOR	
	D16	2	18070	GARAGE-LONG PANEL - LONG SQUARE GRILLE	HEADER TO BE SIZED BY TRUSS MANUF.

DOOR SCHEDULE
1/4 IN = 1 FT



1ST FLOOR
1/4 IN = 1 FT

WINDOW SCHEDULE						
EXT. ELEV.	NUMBER	QTY	NOMINAL SIZE	EGRESS	DESCRIPTION	HEADER
	W01	4	2'-6"X1'-6"		SINGLE ANKING	(1) 2X6
	W02	2	2'-6"X1'-6" (2X4)		MULLED ANKING	(2) 2X6
	W04	2	2'-6"X4'-0" (2X4)	YES	MULLED CASEMENT LH/RH	(2) 2X6
	W05	2	2'-6"X4'-0" (2X4)	YES	MULLED CASEMENT LH/RH	(2) 9 1/2" LV
	W06	4	3'-0"X9'-0" (2X4)	YES	MULLED CASEMENT LH/RH	(2) 9 1/2" LV
	W07	2	3'-0"X9'-0" (2X4)	YES	MULLED CASEMENT LH/RH	(3) 9 1/2" LV
	W08	1	6'-0"X6'-8" XO	YES	EXT. SLIDER-GLASS PANEL	(2) 9 1/2" LV
	W09	1	6'-0"X6'-8" OX	YES	EXT. SLIDER-GLASS PANEL	(2) 9 1/2" LV

WINDOW SCHEDULE
1/4 IN = 1 FT

CITY COUNCIL MEETING DATE: October 06, 2025

TO: Mayor & City Council

FROM: Chad Ronchetti, Economic Development Director

SUBJECT: Allocating of \$100,000 to the City Housing Trust Fund

☒ **RESOLUTION:** 2025-153 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve the allocation of \$100,000 from Fund 601 (Water Fund) to the City fund 235 (Housing Trust Fund)

BACKGROUND

On February 3rd, the City Council amended the City Code of Ordinances to add section 280, establishing a Housing Trust Fund (HTF). Because of the alignment of housing development (and the incentivization of) with the Hermantown Economic Development Authority's mission, City Council directed that HEDA administer the fund. HEDA was also given the responsibility of setting the terms and conditions of repayment of loans and/or grants as well as interest rates charged.

HEDA has had several discussions on establishing a policy that guides how HTF funds will be deployed and leveraged in the community. By analyzing a recent area housing study and the housing study conducted for Section 24 (Uptown), it can be deduced that the market is meeting the needs for executive level detached single family and move-up townhomes. Other major demand in the market for entry-level and move-up single family, along with workforce and affordable rentals, are not being met due to elevated construction costs and lot availability.

HEDA determined that the three following housing types be targeted with HTF funds, listed in order of priority:

1. Preservation and Rehabilitation of Existing Workforce Rental Units
2. Provide Zero-Interest Construction Financing, with priority lending provided to local, entrepreneurial developers
3. Land acquisition by HEDA for the purpose of creating workforce housing

Because preservation and rehabilitation are often the most cost effective and efficient solutions, that take priority in lending. Zero-Interest construction financing plays an essential role in reducing the cost of higher risk money, in particular for entrepreneurial developers who are local and willing to take more risk to benefit their community. Finally, because there is significant benefit in the strategy of assemblage, which often happens prior to market readiness, utilizing funds for HEDA's acquisition of properties will help position Hermantown for investment.

All lending and conveyance will require 50% or units to be 115% AMI or lower.

Recently, there has been interest from local landlords for loans that would help preserve and rehabilitate existing “naturally affordable” and workforce housing units. Staff is recommending the allocation of these funds to help meet some of those requests and keep those units from disappearing.

The creation and preservation of housing, in particular workforce housing, is essential to our city’s economic growth. Direct testimony from local employers is that the largest limiting factor to local business’ ability to expand is workforce housing. Business’ inability to attract workers due to limited housing stock achievable for a workforce with current wages hinders the economic growth climate. Wages that are in line with local cost of living combined with a regional price premium for construction creates a gap between the costs to create and preserve housing, the required rent/sale-price to earn a reasonable rate of return, and what local salaries can afford a competitive disadvantage for our city and region. The further capitalization of the HTF provides funding to close the funding gap for housing projects and helps make our city competitive.

SOURCE OF FUNDS (if applicable)

601 (Water Fund)

ATTACHMENTS

Resolution

Resolution No. 2025-153

Resolution Approving The Allocation Of \$100,000 To The Housing Trust Fund

WHEREAS, on February 3, 2025, the City amended the Hermantown Code of Ordinances by Ordinance No. 2025-03 to establish a Housing Trust Fund, and

WHEREAS, believes that the creation and/or rehabilitation of housing is critical to creating jobs, enhancing tax base, promoting the general welfare of the people of the City, and

WHEREAS, The City of Hermantown has seen demand for lending related to the creation, preservation, and rehabilitation of workforce and attainable housing, and

WHEREAS, further funding is warranted to meet the demands on the fund, and

WHEREAS, the City Council believes that the creation, preservation, and rehabilitation of housing is critical to creating jobs, enhancing tax base, and promoting the general welfare of the people of the City, and

WHEREAS, the City Council directed the Hermantown Economic Development Authority (HEDA) to administer the housing trust fund on behalf of the City.

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

1. The City directs that \$100,000.00 from Fund 601 be directly deposited into the Housing Trust Fund (City Fund 235) to be used in accordance with Section 280 of the Hermantown Code of Ordinances
2. HEDA shall determine the terms and conditions of repayment of loans and grants from the housing trust fund, including, but not limited to, the appropriate security and interest, if any, should repayment be required. Interest on loans and grants shall be as established by HEDA from time to time or at the time of approval of a specific project or program

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted October 6, 2025.

CITY COUNCIL MEETING DATE: October 6, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Change Order #1 for Culvert Replacements – Hermantown Trail Segment 4

☒ **RESOLUTION:** 2025-154 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve Change Order No. 1 provided by Veit & Co. for the work related to culvert removal and replacement on the Trail Segment 4 Project in the amount of \$19,328.00.

Change Order #	Description(s)	Cost
1	Removal and replacement of 3 culverts along the existing Hermantown Trail.	+ \$19,328.00
	TOTAL CONTRACT INCREASE	+ \$19,328.00

BACKGROUND

Change Order No. 1 is for the removal and replacement of 3 culverts along the previously constructed Keene Creek Park trail. The culverts have heaved, causing unsafe bumps in the trail. This work includes sawcuts, removal of existing culverts, placement of new 8” HDPE pipes, new concrete pavement, and the placement of seed and blanket. It is recommended that the City approve the change order increasing the contract with Veit & Co. in the amount of \$19,328.00.

SOURCE OF FUNDS (if applicable)

Funding Code - 412-419100-305

ATTACHMENTS

Resolution
Change Order Application

Resolution No. 2025-154

**Resolution Approving Change Order Number 1 For Keene Creek Trail Segment 4
Construction To Veit & Company In The Amount Of \$19,328.00**

WHEREAS, the City of Hermantown has contracted with Veit & Co. (“Contractor”) for Keene Creek Trail Segment 4 (“Project”); and

WHEREAS, Northland Constructors have submitted Change Order No. 1 for:

Change Order #	Description(s)	Cost
1	Removal and replacement of 3 culverts along the existing Hermantown Trail	+ \$19,328.00
	TOTAL CONTRACT INCREASE	+ \$19,328.00

WHEREAS, Veit & Co. has recommended such Change Order No. 1 for (“Project”); and

WHEREAS, the necessary documentation for the pay request is on file and available for inspection; and

WHEREAS, Northland Consulting Engineers, LLP has reviewed the change or and recommends the approval of Change Order No. 1 for (“Project”).

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

1. Change Order No. 1 is hereby approved.
2. The City is hereby authorized and directed to accept the contract increase in the sum of \$19,328.00 which is the amount represented on Change Order No. 1.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted October 6, 2025.

EXHIBIT A

Date of Issuance: 9/29/25

Effective Date:

Owner: City of Hermantown

Owner's Contract No.: 23-8004

Contractor: Veit and Company

Contractor's Project No.:

Engineer: Northland Consulting Engineers

Engineer's Project No.: 23-8004

Project: Keene Creek Trail

SID:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order covers (5) items of work.

1. The city directed the contractor to remove and replace 3 culverts along the existing Hermantown Trail. This work includes sawcuts, removing existing culverts, placing new 8" HDPE pipes, placing new concrete pavement, placing topsoil/common embankment, and placing seed and blanket. The total is shown in line item 58 Change Order #1.

The lump sum cost of the time, materials, & labor for this effort is = \$19,328.00

Total = \$19,328.00

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIMES</u>
Original Contract Price: \$ 2,937,855.30	
Increase from previously approved Change Orders: \$ 0	
Contract Price prior to this Change Order: \$ 2,937,855.30	
Increase of this Change Order: \$ 19,328.00	
Contract Price incorporating this Change Order: \$ 2,957,183.30	

RECOMMENDED:

By: [Signature]
City Engineer

Title: City Engineer

Date: 9/29/25

ACCEPTED:

By: _____
Owner

Title: _____

Date: _____

ACCEPTED:

By: _____
Contractor

Title: Will Goldsworthy

Date: _____

Digitally signed by Will Goldsworthy
DN: C=US,
E=will.goldsworthy@veitusa.com,
O="Veit & Company, Inc.", CN=Will
Goldsworthy
Date: 2025.09.29 18:57:56-05'00'



CHANGE ORDER REQUEST

250312.00. : Hermantown Keene Creek Trail

PCO#: 1 - Keene Creek Park Culvert
Replacements

Date: 09/29/2025

To: Trygve Lodin
Northland Consulting Engineers, LLP.
102 S 21st Avenue W
Duluth, MN 55806
218-623-7517 (O)
trygve@nce-duluth.com

From: Will Goldsworthy
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
218-626-4866 (O)
will.goldsworthy@veitusa.com

Below is the detail for our proposal to complete the following changes in contract work:

- **Proposed Scope of Work:** 3 culverts along the previously constructed Keene Creek Park trail have heaved, causing unsafe bumps in the trail. This change order request is for the removal and replacement of those culverts. Also included is concrete encasement and surfacing with tie-ins into the existing asphalt grade. Includes furnishing of new 8" HDPE SDR 11 culverts.

PCO Item	Change in Days	Quantity	UM	Unit Price	Amount
1 : Keene Creek Park Culvert Replacements	0	1	LS	\$19,328.00	\$19,328.00

Submitted By:

Will Goldsworthy

Approved By:

Trygve Lodin

Date



14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

Specialty Contracting & Waste Management

EXTRA WORK AUTHORIZATION

1

Owner/Contractor	City of Hermantown	Date:	9/22/25 Estimate Date
Client Rep:	Chris Lund	Project Location	3654 Okerstrom Rd, Hermantown, MN 55811
Client Onsite Rep:	Trygve Lodin	Veit Project Manager	Will Goldsworthy
Client PO/WO Number		Veit Job Number	250312

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
	Excavator 308	10	\$ 88.00	\$ 880.00
	Truck Pickup Supervisor/Foreman	10	\$ 32.00	\$ 320.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost				\$ 1,200.00

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	Foreman	10	\$ 133.00	\$ 1,330.00
1	Operator	10	\$ 130.00	\$ 1,300.00
1	Pipelayer	10	\$ 125.00	\$ 1,250.00
			\$ -	\$ -
Total Labor Cost				\$ 3,880.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	JMF (LS)	1	\$ 11,440.00	\$ 11,440.00
	Core & Main Pipe Culverts (LS)	1	\$ 1,925.00	\$ 1,925.00
	Erosion Materials (LS)	1	\$ 250.00	\$ 250.00
	Pipe Disposal (LD)	1	\$ 198.00	\$ 198.00
	Common Disposal (LD)	1	\$ 55.00	\$ 55.00
Total Material Cost				\$ 13,868.00

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
	Quad	Haul	2	2	\$ 190.00	\$ 380.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost						\$ 380.00

Description of work

Work scope per Paul Senst email 9/11/25. Veit to furnish new 8" SDR11 HPDE. Respread existing topsoil.

Work Authorized and approved by: (Please Print)

Cost Summary

	Equipment \$	1,200.00
	Labor \$	3,880.00
	Material/Other \$	13,868.00
	Labor/Trucking \$	380.00
Veit Representative	Total Daily Cost \$	19,328.00



JMF Construction Inc.

3613 Martin Rd
Duluth, Mn
Office: 218-525-1701 Fax: 218-525-1754

To: VEIT
Contact: Will Goldsworthy
Address: 14000 VEIT PLACE
ROGERS, MN 55374

Bid Date: 08/28/2025
Estimator: Dan Buck
Phone: 218-340-6548
Email: Dan@jmfconstruction.net
Addendum:

Project: 25-5145 - Keene Creek Trail

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1.000	EA		
17	6" Concrete Pavement	124.000	SY		
41	4" Concrete Sidewalk	1,900.000	SF		
42	Truncated Domes	48.000	SF		
43	Mobilization	1.000	EA	\$ 500.00	\$ 500.00
44	2' Concrete Pipe Lug - No Reinf.	3.000	EA	\$3,300.00	\$9,900.00
Add Concrete Encased Culverts					\$10,400.00
Bid Total					

NOTES:	Covert encasement to be done in 2025.
INCLUSIONS:	All concrete is broom finish with no added color or decorative finish unless otherwise noted above. Truncated Domes are unpainted unless specified.
EXCLUSIONS:	Hardware & Installation of Benches/Reinforcement/Hardware & Installation for Pavilion/Gate & Fence Posts/Castings/Adjusting Rings/Retaining Walls/Equipment-Mechanical Pads/Site Furnishings/Handrails/Signage/Permits/Testing/Layout/Traffic Control/Cold Weather Conditions/NO BONDING/No Bollards
MOBILIZATION:	The number of mobilizations included for this project are shown above. Additional charges may apply if the site is not accessible within the number of mobilizations included. A two-week minimum written notice is required to ensure placement on our schedule.
OVERTIME:	This project is factored with no overtime; if overtime is required through no scheduling faults of our own, additional charges may apply.
SITE PREP:	No base work included (JMF will fine grade to +/- ONE TENTH) A minimum charge of \$250.00 per hour will apply if more than +/- ONE TENTH of grading is required.
PAYMENT:	Additional quantities will be billed by the unit. Monthly progress payments are required. Balances beyond 30 days will be subject to a 1.5% finance charge. Project will be billed as: BY THE UNIT
PRE-LIEN:	JMF Construction, Inc. here in gives the Customer our Pre-Lien Notice. JMF Construction, Inc. may file a Lien against the property upon which the work is being done if not paid for their work and contributions. A certified pre-lien notice will be submitted upon the start of the project.
WARRANTY:	Cast in place concrete requires a minimum of 7 curing days before traffic/vibration near the concrete can occur. The general contractor is responsible for ensuring that these requirements are upheld. If these conditions are not met the warranty may be negated. Additional charges will apply for any concrete requiring cold weather conditions. No warranty provided for any concrete poured after Oct 15.
ACCEPTANCE:	The above pricing is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing JMF Construction Inc. to do the work as specified, and payment will be made as outlined above.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Will Goldsworthy

From: David Bolf <david@nce-duluth.com>
Sent: Thursday, September 11, 2025 2:40 PM
To: PW-Paul Senst
Cc: Will Goldsworthy; Trygve Lodin
Subject: [EXTERNAL] RE: Keenes Creek Trail culverts

Follow Up Flag: Follow up
Flag Status: Flagged

Ok, will please get me a \$ value on this.

Bolf

From: PW-Paul Senst <psenst@hermantownmn.com>
Sent: Thursday, September 11, 2025 2:22 PM
To: David Bolf <david@nce-duluth.com>
Cc: will.goldsworthy@veitusa.com
Subject: Keenes Creek Trail culverts

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

We will do the following on the 3 culvert spots:

Sawcut existing asphalt 2' each side of existing culvert- 4' total width

Remove existing culvert

Place 3 ea. 8" HDPE pipes of 24' in length or longer @ each location

Place concrete Cap over 4'x20' block flush out w/ top of existing Asphalt trail

Place topsoil/common on end of each side of pipe

Seed/ erosion blanket each end

Paul Senst
Public Works Director
City of Hermantown
218-729-3640